Contract of Sale of Land

Property:

205/22 Blackburn Road, Blackburn VIC 3130

Victorian Statewide Conveyancing Pty Ltd
Level 1
Suite 1, 58-60 Victor Crescent
NARRE WARREN VIC 3805
Tel: (03) 8790 5488
Fax: (03) 8794 9072
PO Box 32, Narre Warren VIC 3805
Ref: JG:20252420

Contract of Sale of Land

© Copyright August 2019

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

© Copyright August 2019

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2025

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: **Silvia Alaoui**

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

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

Table of Contents

Particulars of Sale 5

Special Conditions 7

General Conditions 8

1. ELECTRONIC SIGNATURE 8
2. LIABILITY OF SIGNATORY 8
3. GUARANTEE 8
4. NOMINEE 8
5. ENCUMBRANCES 8
6 VENDOR WARRANTIES 8
7. IDENTITY OF THE LAND 9
8. SERVICES 9
9. CONSENTS 9
10. TRANSFER & DUTY 9
11. RELEASE OF SECURITY INTEREST 9
12. BUILDER WARRANTY INSURANCE 10
13. GENERAL LAW LAND 10
14. DEPOSIT 11
15. DEPOSIT BOND 11
16. BANK GUARANTEE 12
17. SETTLEMENT 12
18. ELECTRONIC SETTLEMENT 12
19. GST 13
20. LOAN 14
21. BUILDING REPORT 14
22. PEST REPORT 14
23. ADJUSTMENTS 14
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING 14
25. GST WITHHOLDING 15
26. TIME & CO OPERATION 16
27. SERVICE 17
28. NOTICES 17
29. INSPECTION 17
30. TERMS CONTRACT 17
31. LOSS OR DAMAGE BEFORE SETTLEMENT 17
32. BREACH 18
33. INTEREST 18
34. DEFAULT NOTICE 18
35. DEFAULT NOT REMEDIED 18

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Blackburn

Address: 98 South Parade, Blackburn VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 03 9894 2044 Mob: 0411 061 796 Fax: Ref: Anthony Molinaro

Vendor

Name: Silvia Alaoui

Address:

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd

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

Email: info@victorianstatewide.com.au

Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20252420

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12170	Folio	356	205	PS 814738F

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 205/22 Blackburn Road, Blackburn VIC 3130

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

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

Payment

Price $

Deposit $ By (of which has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

☒ a residential tenancy for a fixed term ending on 08 / 01 /2026

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

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

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

SPECIAL CONDITION 1 – Christmas Closure Period

1.1 Where a settlement date is chosen during the Christmas/New Year period of Tuesday 23rd December 2025 to Monday 5th January 2026 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Tuesday 6th January 2026 without penalty to either the Vendor or Purchaser.

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

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

1.4 Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2025, settlement will be delayed until 6th January 2026. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:

- Penalty interest pursuant to General Condition 33
- Payment in full of the vendors 2026 land tax liability.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, ...of .....…….....

and .....of ……......

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 32 STATEMENT

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

Vendor:	Silvia Alaoui
Property:	205/22 Blackburn Road, Blackburn VIC 3130

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

Email: info@victorianstatewide.com.au

Ref: JG:20252420

32A FINANCIAL MATTERS

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

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

Their total does not exceed $9,500.00 per annum

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

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

Not Applicable

Commercial and Industrial Property Tax

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

   Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Whitehorse City Council Planning Scheme
Responsible Authority: Whitehorse City Council
Zoning: C1Z - Commercial 1 Zone
Planning Overlay/s: DCPO - Development Contributions Plan Overlay - Schedule 1
DDO - Design And Development Overlay - Schedule 8

32D NOTICES

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

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

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

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 12170 Folio 356
2. Plan of Subdivision PS814738F
3. Owners corporation 1 search report
4. Owners corporation 2 search report

DATE OF THIS STATEMENT ____ / ____ /20 ____

Name of the Vendor

Silvia Alaoui

Signature/s of the Vendor

×

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

DATE OF THIS ACKNOWLEDGMENT ____ / ____ /20 ____

Name of the Purchaser

Signature/s of the Purchaser

×

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

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

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

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12170 FOLIO 356 Security no : 124129450539V
Produced 29/10/2025 01:43 PM

LAND DESCRIPTION

Lot 205 on Plan of Subdivision 814738F.
PARENT TITLES :
Volume 08439 Folio 004 Volume 10870 Folio 977
Created by instrument PS814738F 04/12/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SILVIA ALAOUI of UNIT 206 22 BLACKBURN ROAD BLACKBURN VIC 3130
AS845882U 20/12/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW101284H 27/09/2022
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS814738F 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 22 BLACKBURN ROAD BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 27/09/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS814738F
OWNERS CORPORATION 2 PLAN NO. PS814738F

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

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	**PS814738F**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**29/10/2025 13:44**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 1 of 10

PLAN OF SUBDIVISION

EDITION 1

PS 814738F

LOCATION OF LAND

PARISH: NUNAWADING

TOWNSHIP: –

SECTION: –

CROWN ALLOTMENT: –

CROWN PORTION: 82 (PART)

TITLE REFERENCE: VOL 8439 FOL 004 AND VOL 10870 FOL 977

LAST PLAN REFERENCE: LOT 1 ON LP 61002 AND LOT 2 ON PS 526677E

POSTAL ADDRESS: (at time of subdivision) 22 BLACKBURN ROAD, BLACKBURN, 3130

MGA 2020 CO-ORDINATES: (approx. centre of land in plan) E 337 390 N 5 812 400 ZONE: 55

Council Name: Whitehorse City Council

Council Reference Number: CRT/7137
Planning Permit Reference: WH/2019/430
SPEAR Reference Number: S140390P

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 21/10/2019

Statement of Compliance

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

Public Open Space

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

Digitally signed by: Karen Mealyea for Whitehorse City Council on 15/11/2019

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

T - TERRACE
B - BALCONY
PT - PART
P - PROJECTION OF UNDERSIDE OF CEILING
CP No.1 - COMMON PROPERTY No.1
CP No.2 - COMMON PROPERTY No.2
- ⩫⩫ ⩫⩫ - DENOTES STRUCTURE (NON BOUNDARY)

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 SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.

THE CAR STACKER SYSTEMS (EXCEPT THOSE THAT ARE CONTAINED WITHIN THOSE PARTS OF LOTS 107, 207, 301 & 302 ON BASEMENT LEVEL 1) ARE CONTAINED WITHIN COMMON PROPERTY 2

NOTATIONS

STAGING This ~~is~~/is not a staged subdivision
Planning Permit No. WH/2019/430

SURVEY THIS PLAN IS/~~IS~~ ~~NOT~~ BASED ON SURVEY

DEPTH LIMITATION DOES NOT APPLY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No. 1
IN PROCLAIMED SURVEY AREA No. –

OTHER PURPOSE OF PLAN
TO REMOVE THAT PART OF THE SEWERAGE EASEMENT SHOWN E-1 ON PS 526677E ON CERTIFICATE OF TITLE VOL 10870 FOLIO 977
GROUNDS FOR REMOVAL OF EASEMENT
PLANNING PERMIT No WH/2019/430
OTHER PURPOSE OF PLAN
TO REMOVE COVENANT B997703 FROM ON CERTIFICATE OF TITLE VOL 10870 FOLIO 977
GROUNDS FOR REMOVAL OF COVENANT
PLANNING PERMIT No WH/2015/24

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS.
EXTERIOR FACE : BOUNDARIES MARKED AS 'E'
INTERIOR FACE : ALL OTHER BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No. 2 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES (EXCEPT THOSE MARKED AS 'E').

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

EASEMENT INFORMATION

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

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

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-2	CARRIAGEWAY LIMITED IN DEPTH AND HEIGHT SEE SECTIONS A-A', B-B' & C-C'	SEE DIAG	THIS PLAN	RELEVANT ABUTTING LOTS WITHIN THE CAR STRUCTURE SYSTEM
A-1	CARRIAGEWAY	SEE DIAG	AM371379W	LOT 1 ON LP 61002 LOT 2 ON PS 526677E

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™ Formerly Bosco Jonson

LICENSED SURVEYOR ANDREI FIJAN

DATE 13/11/19 REFERENCE 31961003
VERSION G DRAWING 3196100AG

ORIGINAL SHEET SIZE A3
SHEET 1 OF 10 SHEETS

Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P

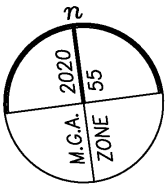
PLAN REGISTERED
TIME: 10:36 am DATE: 04/12/2019 H.L.
Assistant Registrar of Titles

Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 2 of 10

PLAN OF SUBDIVISION

PS 814738F



SOUTH PARADE

63·40

97°36'40" 35·34

42·06

7°36'40"

REFER TO SHEETS 3 TO 8
FOR GROUND LEVEL, BASEMENT LEVEL,
LEVELS 1 TO 3 AND ROOF LEVEL

42·06

187°36'40"

BLACKBURN ROAD

277°36'40" 35·34

7·60

21m

A-1

5·50

21m

7°36'40"

12m

A-1
6·50

277°36'40"

A-1
6·50

SITE DIAGRAM
DIAGRAM 1

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 13/11/19	REFERENCE 31961003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 3196100AG		SHEET 2
Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P		Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P	

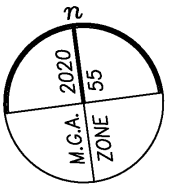
Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE ™
Formerly Bosco Jonson

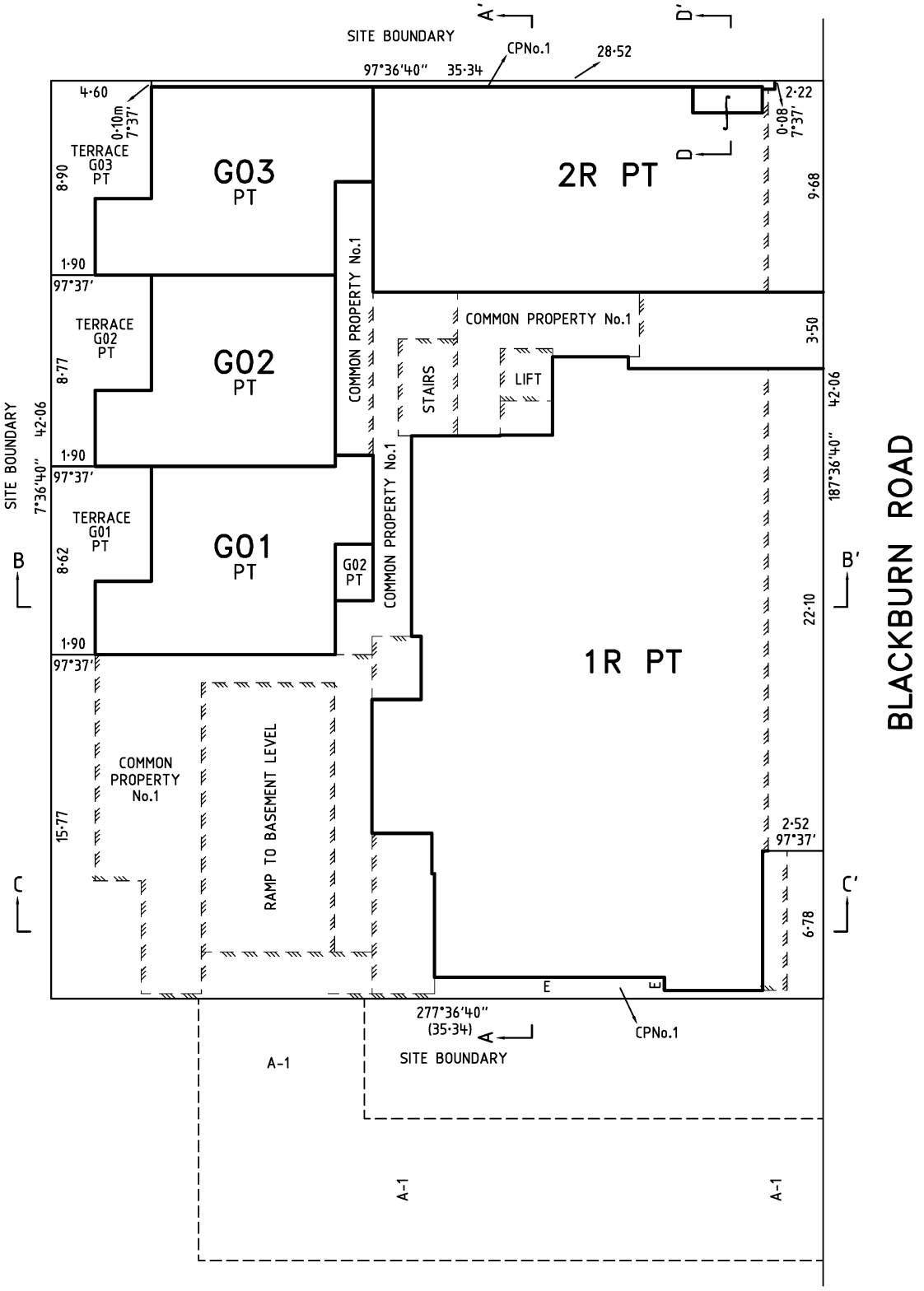
Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 3 of 10

PLAN OF SUBDIVISION

PS 814738F





GROUND LEVEL
DIAGRAM 2

REFER TO SHEET 2 FOR EASEMENT DETAILS

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly Bosco Jonson

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 13/11/19	REFERENCE 31961003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 3196100AG		SHEET 3

Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P

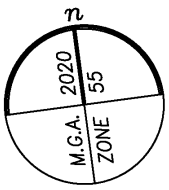
Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P

Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 4 of 10

PLAN OF SUBDIVISION

PS 814738F



SITE BOUNDARY

COMMON PROPERTY No.1

BASEMENT LEVEL
UPPER

STAIRS

LIFT

RAMP

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SITE BOUNDARY

BLACKBURN ROAD

1R PT*

2R PT*

207 PT*

209 PT*

G03 PT*

302 PT*

106 PT
CPNo.2

103 PT

101 PT
109 PT

303 PT

G01 PT
105 PT

107 PT*

BASEMENT LEVEL
LOWER

COMMON PROPERTY No.1

301 PT

205PT
G03 PT

211 PT

102 PT
110 PT

209 PT
210 PT

205 PT
206 PT

203 PT
204 PT

201 PT
202 PT

111 PT

304 PT

G02 PT
CPNo.2

REFER TO SHEET 2
FOR EASEMENT DETAILS

A-1

SITE BOUNDARY

CPNo.1

BASEMENT LEVEL
DIAGRAM 3

NOTE REFER TO SECTION D-D' TYPICAL NOTATION FOR UPPER AND LOWER LIMITS FOR LOTS MARKED WITH*

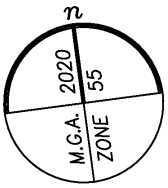
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ Formerly Bosco Jonson	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:150	1·5 0 3 6 LENGTHS ARE IN METRES
	DATE 13/11/19 REFERENCE 31961003 VERSION G DRAWING 3196100AG		ORIGINAL SHEET SIZE A3 SHEET 4
	Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P		Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P

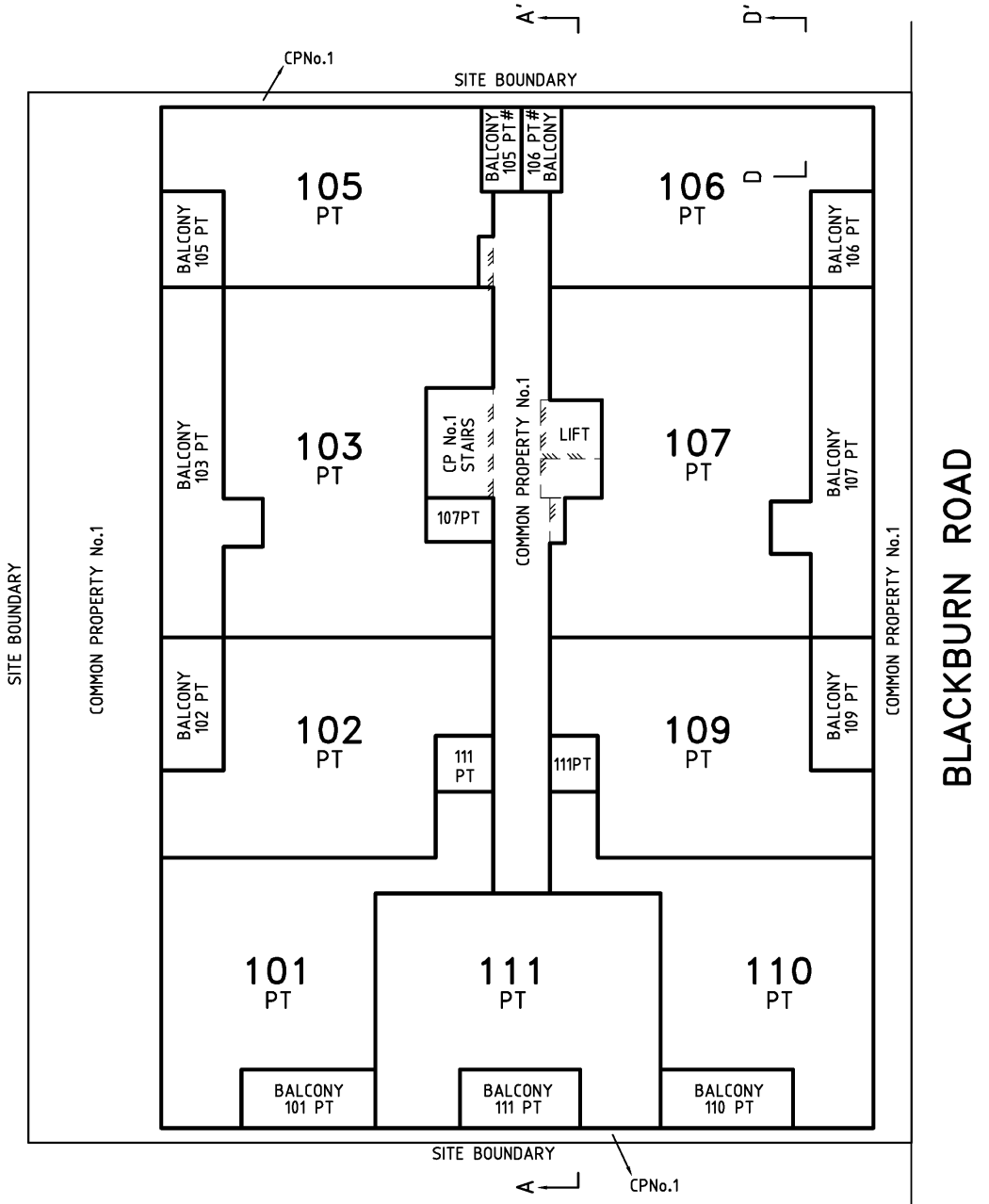
Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 5 of 10

PLAN OF SUBDIVISION

PS 814738F





NOTES
REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION A-A' FOR UPPER PROJECTION BOUNDARY OVER THAT PART OF LOTS MARKED WITH #

LEVEL 1
DIAGRAM 4

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly Bosco Jonson
veris

LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 13/11/19
VERSION G
REFERENCE 31961003
DRAWING 3196100AG

ORIGINAL SHEET SIZE A3

SHEET 5

Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P

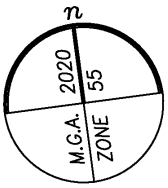
Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P

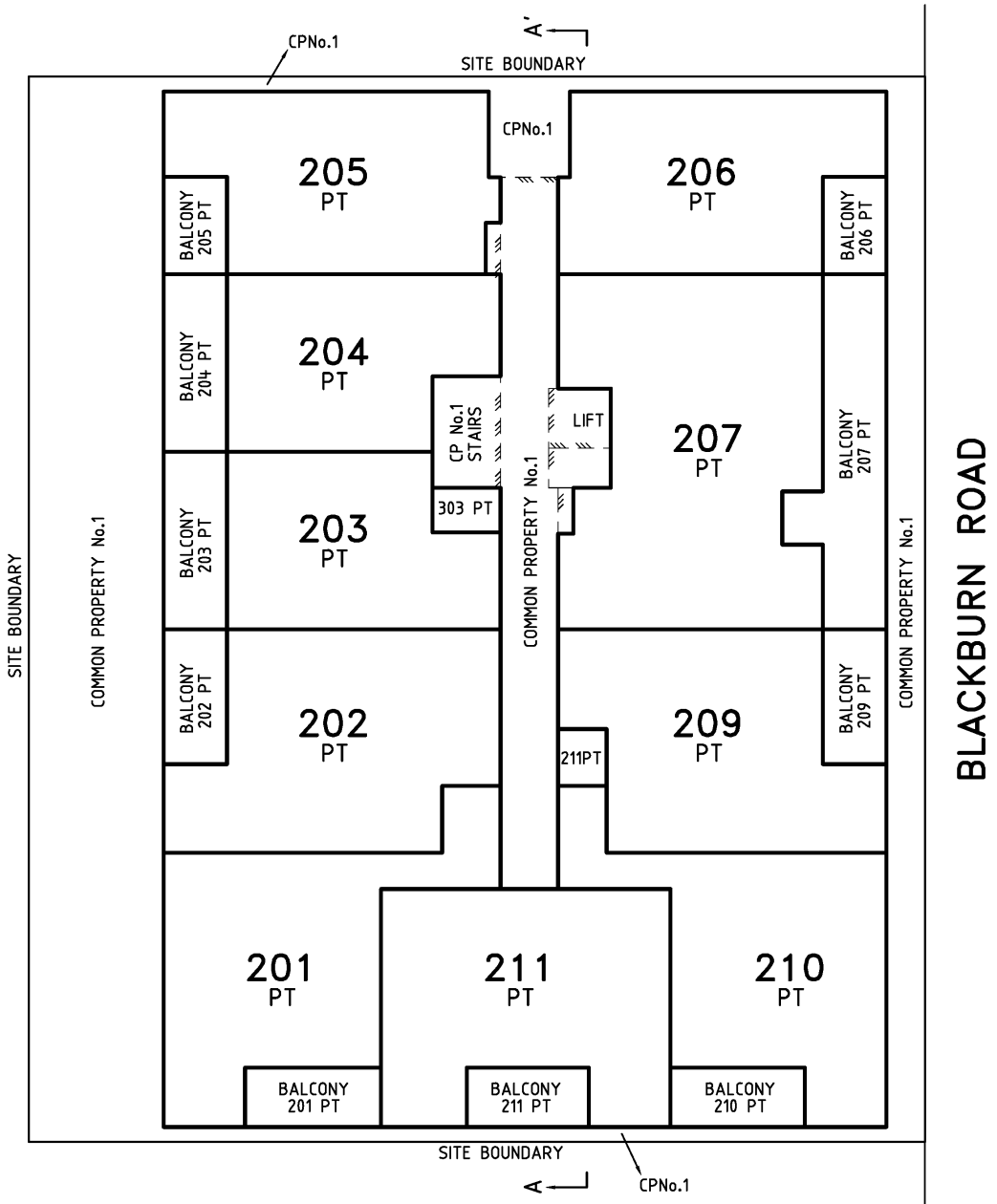
Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 6 of 10

PLAN OF SUBDIVISION

PS 814738F





REFER TO SHEET 2 FOR EASEMENT DETAILS

LEVEL 2
DIAGRAM 5

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly Bosco Jonson

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 13/11/19	REFERENCE 31961003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 3196100AG		SHEET 6

Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P

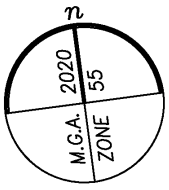
Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P

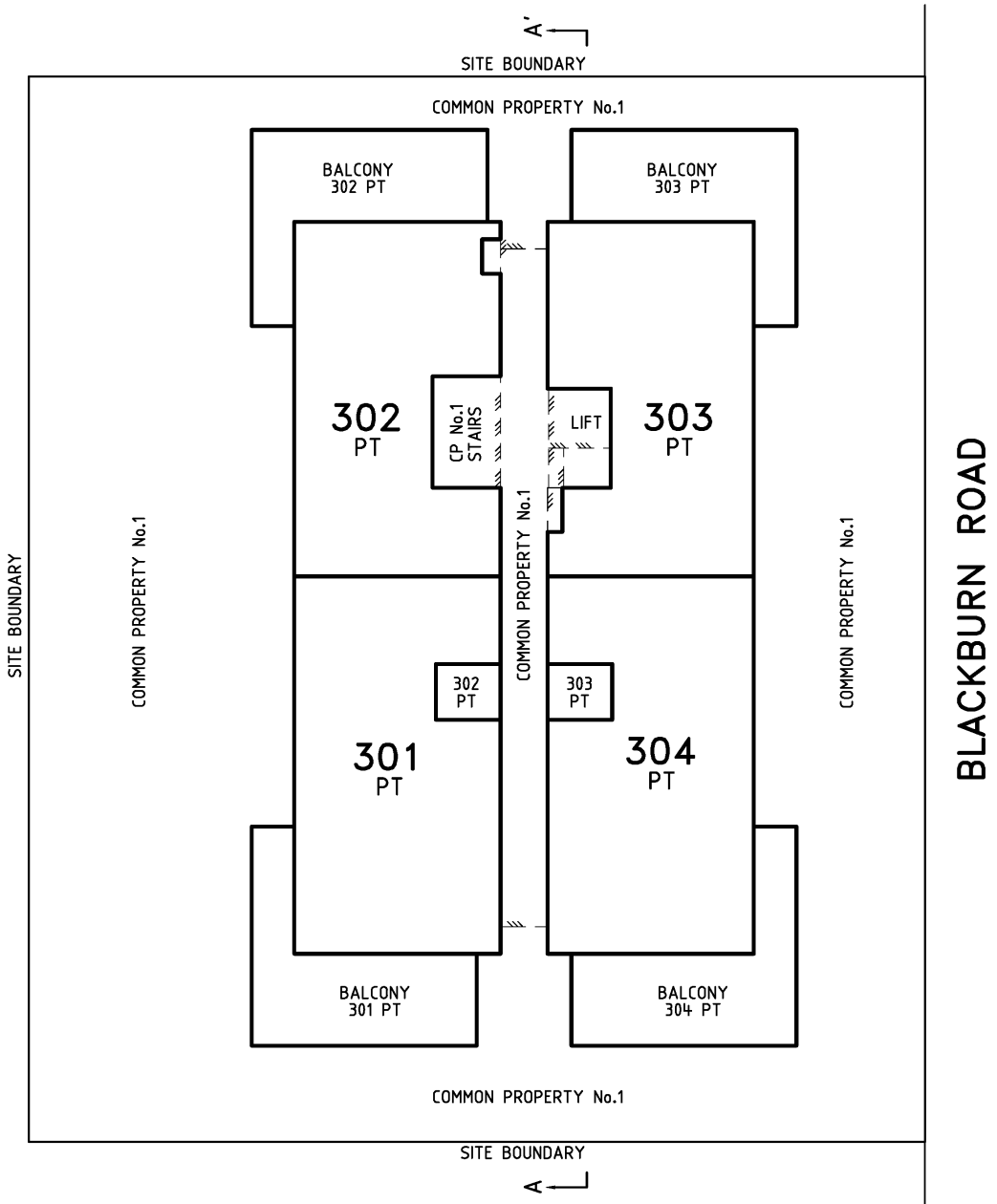
Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 7 of 10

PLAN OF SUBDIVISION

PS 814738F





REFER TO SHEET 2 FOR EASEMENT DETAILS

LEVEL 3
DIAGRAM 6

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly Bosco Jonson

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 13/11/19	REFERENCE 31961003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 3196100AG		SHEET 7

Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P

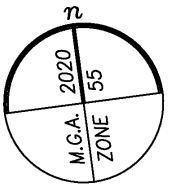
Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P

Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 8 of 10

PLAN OF SUBDIVISION

PS 814738F



A'

SITE BOUNDARY

COMMON PROPERTY No.1

STAIRS

LIFT

COMMON PROPERTY No.1

SITE BOUNDARY

COMMON PROPERTY No.1

COMMON PROPERTY No.1

BLACKBURN ROAD

COMMON PROPERTY No.1

SITE BOUNDARY

A

REFER TO SHEET 2 FOR EASEMENT DETAILS

ROOF LEVEL
DIAGRAM 7

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au

DEVELOP WITH CONFIDENCE ™ Formerly Bosco Jonson

veris

LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 13/11/19
VERSION G

REFERENCE 31961003
DRAWING 3196100AG

ORIGINAL SHEET SIZE A3

SHEET 8

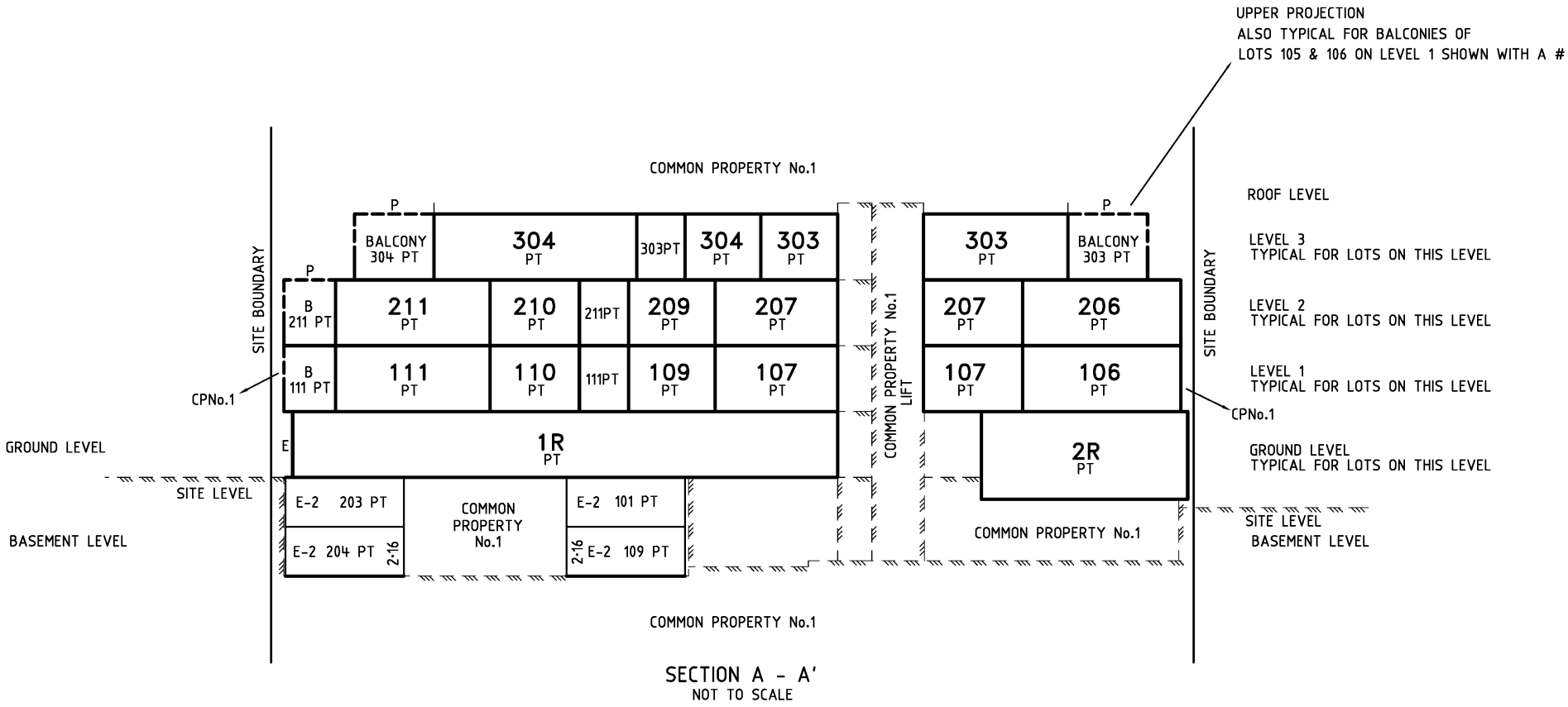
Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P

Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P

Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

PLAN OF SUBDIVISION

PS 814738F



SECTION A - A'
NOT TO SCALE

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE ™
Formerly Bosco Jonson

LICENSED SURVEYOR ANDREI FIJAN

DATE 13/11/19
VERSION G
REFERENCE 31961003
DRAWING 3196100AG

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

SHEET 9

Digitally signed by: ANDREI FIJAN, Licensed Surveyor,
Surveyor's Plan Version (G),
13/11/2019, SPEAR Ref: S140390P

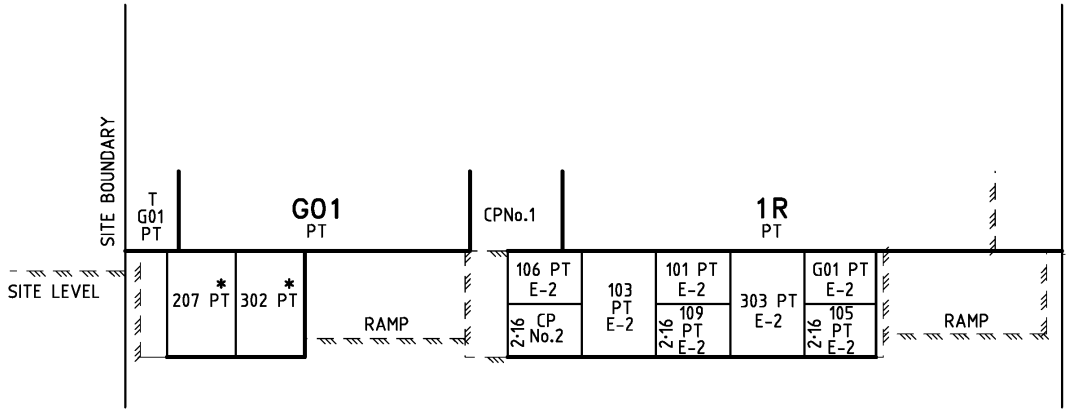
Digitally signed by:
Whitehorse City Council,
15/11/2019,
SPEAR Ref: S140390P

Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

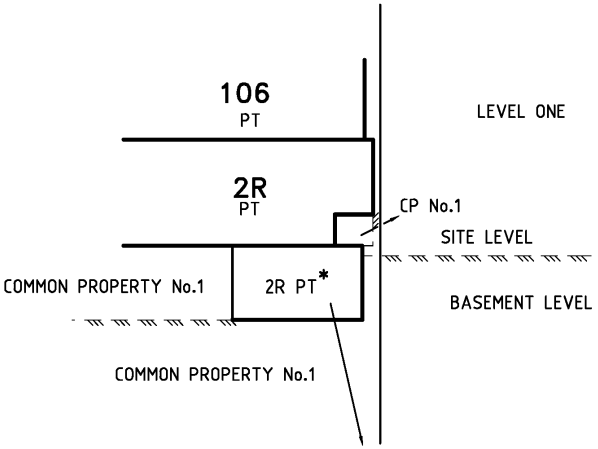
Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 9 of 10

PLAN OF SUBDIVISION

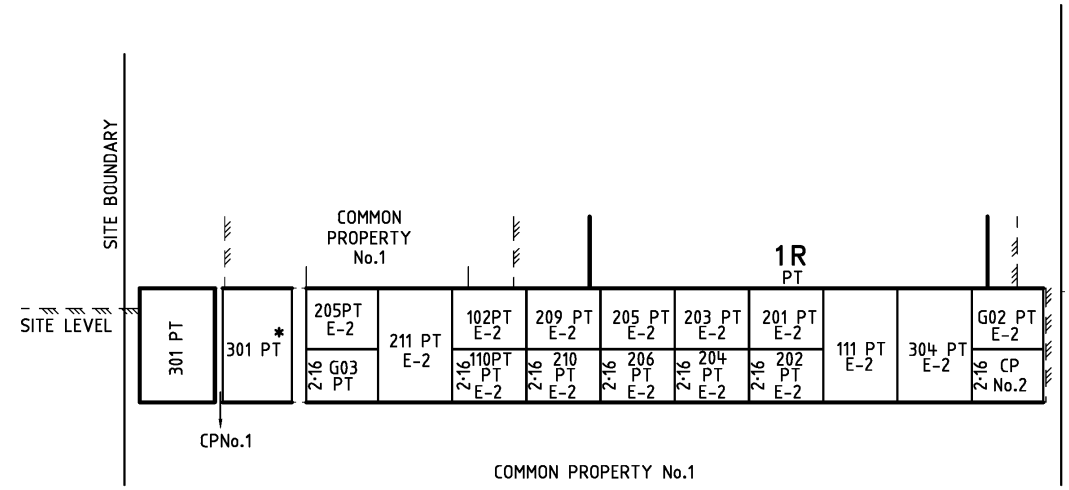
PS 814738F



SECTION B - B'
NOT TO SCALE



SECTION D - D'
NOT TO SCALE



SECTION C - C'
NOT TO SCALE

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE ™
Formerly Bosco Jonson

LICENSED SURVEYOR ANDREI FIJAN

DATE 13/11/19
VERSION G
REFERENCE 31961003
DRAWING 3196100AG

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

SHEET 10

Digitally signed by: ANDREI FIJAN, Licensed Surveyor, Surveyor's Plan Version (G), 13/11/2019, SPEAR Ref: S140390P

Digitally signed by: Whitehorse City Council, 15/11/2019, SPEAR Ref: S140390P

Amended by: ANDREI FIJAN, Licensed Surveyor 04/12/2019.

Delivered by LANDATA®, timestamp 29/10/2025 13:44 Page 10 of 10

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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: 29/10/2025 01:39:31 PM

OWNERS CORPORATION 1
PLAN NO. PS814738F

The land in PS814738F is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1R, 2R, 101 - 103, 105 - 107, 109 - 111, 201 - 207, 209 - 211, 301 - 304, G01, G02, G03.

Limitations on Owners Corporation:
Unlimited

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

OC046197T 04/12/2019

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. OC046199P 04/12/2019

Additional Owners Corporation Information:
OC046197T 04/12/2019

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	12170/368	0	0
Common Property 2	12170/369	0	0
Lot 1R	12170/366	280	280
Lot 2R	12170/367	120	120
Lot 101	12170/343	64	64
Lot 102	12170/344	63	63
Lot 103	12170/345	84	84

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 29/10/2025 01:39:31 PM

OWNERS CORPORATION 1
PLAN NO. PS814738F

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 105	12170/346	62	62
Lot 106	12170/347	63	63
Lot 107	12170/348	87	87
Lot 109	12170/349	64	64
Lot 110	12170/350	64	64
Lot 111	12170/351	82	82
Lot 201	12170/352	64	64
Lot 202	12170/353	63	63
Lot 203	12170/354	43	43
Lot 204	12170/355	43	43
Lot 205	12170/356	65	65
Lot 206	12170/357	63	63
Lot 207	12170/358	88	88
Lot 209	12170/359	65	65
Lot 210	12170/360	62	62
Lot 211	12170/361	84	84
Lot 301	12170/362	97	97
Lot 302	12170/363	98	98
Lot 303	12170/364	104	104
Lot 304	12170/365	101	101
Lot G01	12170/340	68	68
Lot G02	12170/341	69	69
Lot G03	12170/342	70	70
	Total	**2280.00**	**2280.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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: 29/10/2025 01:39:31 PM

OWNERS CORPORATION 2
PLAN NO. PS814738F

The land in PS814738F is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 101 - 103, 105, 106, 109 - 111, 201 - 206, 209 - 211, 303, 304, G01, G02, G03.

Limitations on Owners Corporation:
Limited to Common Property

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

OC046198R 04/12/2019

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:
NIL

Additional Owners Corporation Information:
OC046198R 04/12/2019

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

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 2	12170/369	0	0
Lot 101	12170/343	1	1
Lot 102	12170/344	1	1
Lot 103	12170/345	2	2
Lot 105	12170/346	1	1
Lot 106	12170/347	1	1
Lot 109	12170/349	1	1

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 29/10/2025 01:39:31 PM

OWNERS CORPORATION 2
PLAN NO. PS814738F

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 110	12170/350	1	1
Lot 111	12170/351	2	2
Lot 201	12170/352	1	1
Lot 202	12170/353	1	1
Lot 203	12170/354	1	1
Lot 204	12170/355	1	1
Lot 205	12170/356	2	2
Lot 206	12170/357	1	1
Lot 209	12170/359	1	1
Lot 210	12170/360	1	1
Lot 211	12170/361	2	2
Lot 303	12170/364	2	2
Lot 304	12170/365	2	2
Lot G01	12170/340	1	1
Lot G02	12170/341	1	1
Lot G03	12170/342	1	1
	Total	**28.00**	**28.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

View Important Information for the Ratepayer

WHITEHORSE CITY COUNCIL

ABN 39 549 568 822

Annual Valuation and Rate Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 August 2025

Total: $1,136.75

Includes arrears due immediately $0.00

Balance: $1,136.75

Due 15 February 2026

019-2604 (2839)

Ms S Alaoui
37/4 Jardine Street
KINGSTON ACT 2604

Or Pay in Four Instalments

$284.75 Includes arrears of $0.00	Due 30 September 2025
$284.00	Due 30 November 2025
$284.00	Due 28 February 2026
$284.00	Due 31 May 2026

Property Details

Assessment Number: 10084575 9

205/22 Blackburn Road, BLACKBURN VIC 3130
Lot 205 PS 814738

Property Owner(s):
Ms S Alaoui

Ward Cootamundra

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

Land Use Classification Residential

Property Valuations

Site Value	$135,000
Capital Improved Value (CIV)	$575,000
Net Annual Value	$28,750

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

Flexible Payments

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

Payble™

Details of Rates, Charges and Levies

Balance Brought Forward	**$0.00**
General Rate 0.142489 cents in $ on $575,000 CIV	$819.30
Emergency Services and Volunteers Fund Fixed Charge	$136.00
ESVF Variable Rate 0.0173 cents in $ on $575,000 CIV	$99.45
Public Waste Service Charge	$82.00

Payble is set up
Your payment will automatically be debited.

Payments and changes received on or after 15 August 2025 may not be included on this Notice

Receive your Rate Notice by email: **whitehorse.ezybill.com.au**

Important Information for Ratepayers

In accordance with the *Local Government Act 1989,* Council has declared rates and charges for the year ending 30 June 2026. Council uses Capital Improved Value as the basis for calculation of the rate.

Note: Any payments received may be transferred to unpaid bin accounts.

Rate Cap

Council has complied with the Victorian Government rate cap of 3%. The cap applies to the average increase of rates. The rates and charges for your individual property may have increased or decreased by a different percentage. For more information: **whitehorse.vic.gov.au/your-rates**

Objections to Valuations

Ratepayers have the right to object to property valuation on specific grounds *(Valuations of Land Act 1960 s 17).* Objections must be lodged online at **ratingvaluationobjections.vic.gov.au** within two months of the date of issue on this notice. Payments must be made in accordance with this Notice until advised otherwise by Council.

Objections to Rates and Charges

Under the *Local Government Act 1989* (LGA), ratepayers have a right to appeal to the County Court on the rates and charges on specific grounds (Section 184) within 60 days of this Notice. Applications to VCAT for review of special rates and special charges (section 185 LGA) and declaration concerning validity of Council's decision to impose a special rate or charge (section 185AA LGA) must be made within 30 days date of issue on the rate notice.

Change of Details – Notification to Council

You must notify Council in writing of any change of address, ownership, managing agent or occupancy. Please complete our online form: **whitehorse.vic.gov.au/your-rates.** You must advise Council or any change of ownership within 30 days of settlement by a Notice of Acquisition.

Supplementary Rate Valuations

If the valuation is adjusted by the Valuer General due to changes to the property, you may have to pay additional rates. Payments must be made in accordance with the original Annual Valuation and Rate Notice until you receive a Supplementary Valuation and Rate Notice.

Pensioner Rebates

Ratepayers with an eligible Centrelink or DVA pensioner concession card may be entitled to a rebate rates and on Emergency Services and Volunteers Fund. Further information is available from Council Service Centres or online: **whitehorse.vic.gov.au/your-rates**

Emergency Services and Volunteers Fund (ESVF)

Council is required to collect Emergency Services and Volunteers Fund (ESVF) on behalf of the State Government. This levy is collected by Council and passed on in full to the State Revenue Office (SRO): **sro.vic.gov.au/emergency-services-and-volunteers-fund**

Allocation of Payments

All payments will be allocated in the following order:

1. Legal costs
2. Penalty Interest owing
3. Overdue rates and charges owing
4. Current rates and charges owing

Payment Difficulties or Financial Hardship – Payment Plans

If you are experiencing hardship, please contact Council as soon as possible. Eligible ratepayers may enter into a payment plan to make smaller more regular payments. Further information on payment plans, deferrals and Council's hardship policy is available at Council's Service Centres or online **whitehorse.vic.gov.au/your-rates**

Penalty Interest for Non-payment

Penalty Interest of 10%p.a. will be charged where payment is not received by the due date in accordance with s172 *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*, unless a complying payment plan exists. If you do not pay the full rates amount by 15 February 2026 or instalment amounts by the due dates 30 September 2025, 30 November 2025, 28 February 2026, and 31 May 2026 penalty interest will be calculated on the amount due by the instalment due dates.

Recovery of Unpaid Rates and Charges

Any arrears on this notice may include penalty interest, legal fees/costs, and may be the subject of a court order or may become subject of a court order. Failure to make immediate payment of arrears may result in legal action as permitted by the *Local Government Act 1989* (LGA).

Under Section 181 of the LGA, Council has the power to sell or cause the property to be transferred to itself where:

a) Any amount due is more than 3 years overdue; and
b) No current complying payment plan with Council exists; and
c) Council has a Court order requiring payment of the amount or part of the amount.

Duplicate Rate Notices

Application via Council's website, please retain your original Rate Notice as charges apply for duplicates.

State Land Tax

The State Revenue Office (SRO) uses site value to assess land tax payable *(Land Tax Act 2005)*. Objections to site value must be made to the SRO within two months of the issue of Land Tax Assessment. Further information can be found online **sro.vic.gov.au**

Differential Rates

Council does not apply a differential rating system.

Privacy Statement

whitehorse.vic.gov.au

Translating and Interpreting Service

Call 131 450 and ask to be connected to Whitehorse City Council on (03) 9262 6333.

這是支付市政税的通知單。請按照正面的金額支付。如需语言协助，请拨打**131 450**联系笔译和口译服务处，要求转接白马市政府 **(03) 9262 6333**。

Deaf, Hearing or Speech Impaired

call Council via the National Relay Service 133 677, quote (03) 9262 6333.

For large print Notices call (03) 9262 6292

Easy Ways to Pay

Credit Card Surcharge: Credit card (Visa and Mastercard) fee of 0.6% will apply except when paying by BPAY® or at Australia Post. AMEX not accepted.

ONLINE OR VIA PHONE

Visit **whitehorse.vic.gov.au**
Phone 1300 120 147
Assessment No: 100845759

Australia Post

Pay in person by any method at Australian Post offices.

Post Billpay

*339 100845759

BPAY®

Biller Code: 18325
Customer Reference: 0100845759

Pay from your bank account, debit or credit card.

IN PERSON

To pay in person visit the Civic Centre at 379-399 Whitehorse Road, Nunawading or visit **whitehorse.vic.gov.au/contact-us** for other locations.

Council Use Only

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

29th October 2025

VICTORIAN STATEWIDE CONVEYANCING P/L.
Victorian Statewide Conveyancing

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	22 BLACKBURN ROAD BLACKBURN 3130
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L. Victorian Statewide Conveyancing
Information Statement	30986020
Conveyancing Account Number	8998494776
Your Reference	20252420

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	205/22 BLACKBURN ROAD BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

The property has a trade waste fixture or apparatus connected to Yarra Valley Water's sewer. Should the occupancy and/or ownership change and it is intended to discharge trade waste to Yarra Valley Water's sewer, it will be necessary for the occupier to apply for a new Trade Waste agreement. Upon assessment of the application, any existing trade waste fixture or apparatus connected may require alteration or additional controls installed. If the trade waste discharge is to cease, the fixture or apparatus must be disconnected from the sewer. To apply for a new Trade Waste Agreement please phone Yarra Valley Water on 1300 853 811.

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

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

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

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	205/22 BLACKBURN ROAD BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

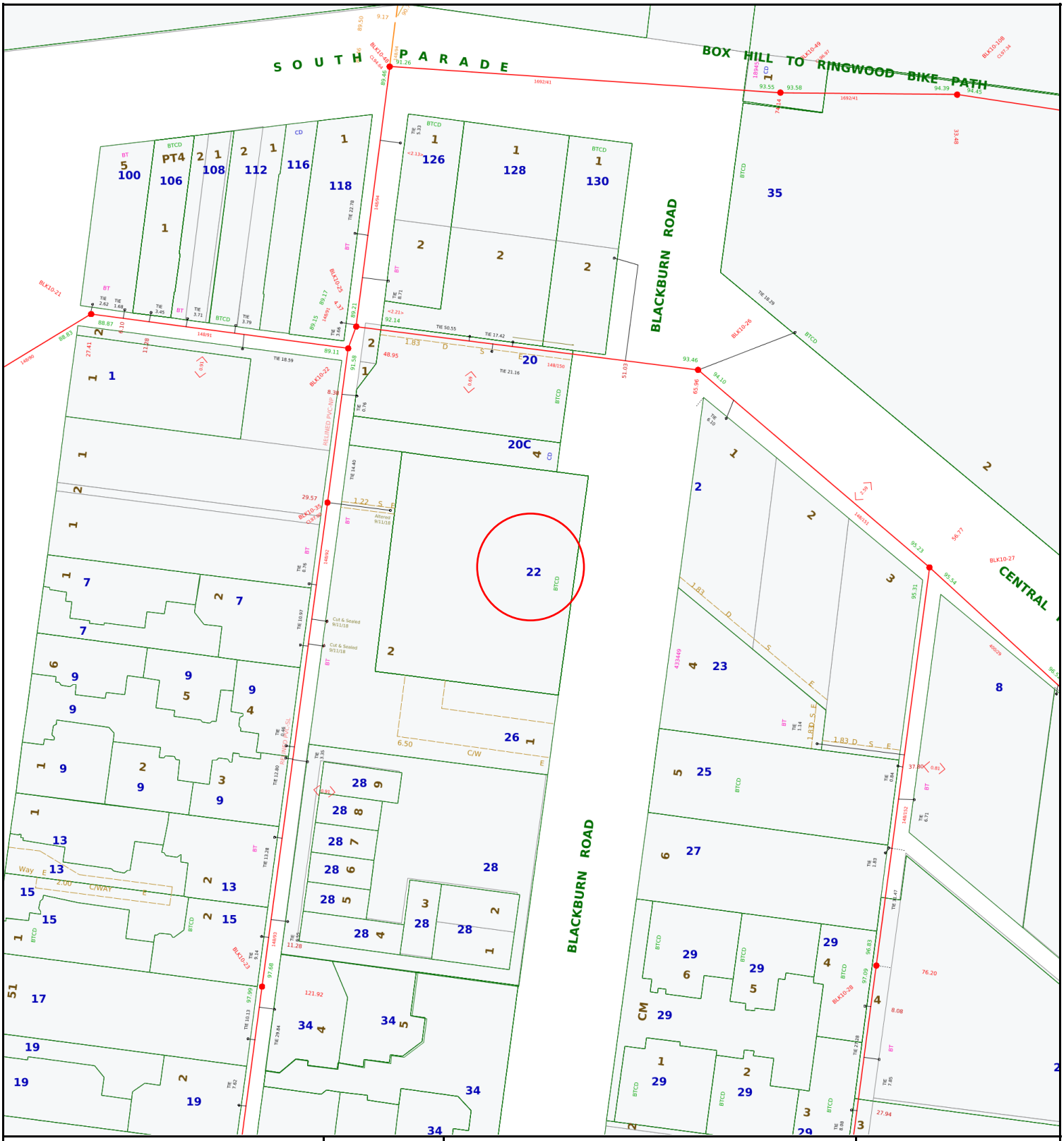
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water

Information Statement Number: 30986020

Address	22 BLACKBURN ROAD BLACKBURN 3130
Date	29/10/2025
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
Victorian Statewide Conveyancing
CERTIFICATES@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 9187560432
Rate Certificate No: 30986020

Date of Issue: 29/10/2025
Your Ref: 20252420

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 205/22 BLACKBURN RD, BLACKBURN VIC 3130	205\PS814738	5142943	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	$21.26	$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	$122.58	$122.58
Parks Fee	01-10-2025 to 31-12-2025	$22.63	$22.63
Drainage Fee	01-10-2025 to 31-12-2025	$31.51	$31.51
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$197.98

GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5142943

Address: UNIT 205/22 BLACKBURN RD, BLACKBURN VIC 3130

Water Information Statement Number: 30986020

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 91875604321

Amount Paid		Date Paid		Receipt Number	

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

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation 1 on Plan of Subdivision No. 814738F
22 Blackburn Road Blackburn VIC 3130

This certificate is issued for:	Owners Corporation 1 Plan No. PS814738F Lot 205/22 Blackburn Road, Blackburn VIC 3130
The postal address is:	205/22 Blackburn Road, Blackburn VIC 3130
Applicant for certificate:	Victorian Statewide Conveyancing
Delivery address for certificate:	Via email: megan@victorianstatewide.com.au

IMPORTANT:
The information in this certificate is issued on 07/11/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au . A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

(a) The current annual fees for Owners Corporation 1 for the financial period 01/01/25 to 31/12/25 for the above lot are **$4,989.06** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/01/25 to 31/03/25	$814.42	$213.82	$1,028.24	01/01/25	Paid
Quarterly Levy 01/04/25 to 30/06/25	$814.42	$213.82	$1,028.24	01/04/25	Paid
Quarterly Levy 01/07/25 to 30/09/25	$814.42	$213.82	$1,028.24	01/07/25	Paid
Quarterly Levy 01/10/25 to 31/12/25	$814.42	$213.82	$1,028.24	01/10/25	Paid
Levy adjustment as per AGM 2025 #1	$438.05	$0.00	$438.05	01/02/26	Unpaid
Levy adjustment as per AGM 2025 #2	$438.05	$0.00	$438.05	01/04/26	Unpaid

(b) **The date up to which the fees for the lot have been paid*:***
31/12/25 (not including Levy adjustments).

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

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

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

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

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

(h) **The total funds held by the Owners Corporation as at 07/11/2025 are**:
A copy of the Owners Corporation Balance Sheet is attached to this Owners Corporation Certificate.

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

(j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**

- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd.
- Cleaning Agreement with Leon's Property Maintenance & Care Pty Ltd (ABN 41 149 342 052) for the provision of common area cleaning services for an initial term of five (5) years in accordance with the terms and conditions as set out in Services Agreement.
- Serviced Hot Water & Cooktop Gas Agreement with Origin Energy for the metering and billing of hot water and the supply and billing of cooker gas for the building in accordance with the terms and conditions as set out in the agreement.
- Licence Agreements granted to Commercial Lot to:
    a. store plant and equipment that is necessary for the operation of their businesses;
    b. install and maintain exterior signage notifying or advertising their business; and
    c. Provide seating for the operation of their business.

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

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

- Cleaning Agreement with Leon's Property Maintenance & Care Pty Ltd (ABN 41 149 342 052) for the provision of common area cleaning services for an initial term of five (5) years in accordance with the terms and conditions as set out in Services Agreement.
- Serviced Hot Water & Cooktop Gas Agreement with Origin Energy for the metering and billing of hot water and the supply and billing of cooker gas for the building in accordance with the terms and conditions as set out in the agreement.
- Licence Agreements granted to Commercial Lot to:
    a. store plant and equipment that is necessary for the operation of their businesses;
    b. install and maintain exterior signage notifying or advertising their business; and
    c. Provide seating for the operation of their business.

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

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

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

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

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

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

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

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

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

Date: 07/11/2025



.....
On behalf of Owners Corporation 1 on Plan of Subdivision No. 814738F
Jeslin Lim
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228
HAWTHORN, VIC 3122

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018 OC 10 (12/07)

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

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

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

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

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

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

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

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

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

Balance Sheet

As at 07/11/2025

OC1 PS814738F (Unlimited) — Morton Park, 22 Blackburn Road, Blackburn VIC 3130

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(8,384.13)
Owners Equity--Admin	43,091.91
	34,707.78
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	25,073.30
	25,073.30
Net owners' funds	**$59,781.08**
Represented by:	
Assets	
Administrative Fund	
Cash at bank--Admin	35,855.96
Receivable--Levies--Admin	703.85
Receivable--Owners--Admin	55.00
	36,614.81
Maintenance Fund	
Cash at bank--Maintenance	29,827.51
Receivable--Levies--Maintenance	184.79
	30,012.30
Unallocated Money	
	0.00
Total assets	66,627.11
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	1,862.09
Prepaid Levies--Admin	44.94
	1,907.03
Maintenance Fund	
Creditors--Other--Maintenance	4,939.00
	4,939.00
Unallocated Money	
	0.00
Total liabilities	6,846.03
Net assets	**$59,781.08**

Residential Strata Insurance

Certificate of Currency

Policy Number: HU0006097095

Certificate Date	28 November, 2024
Insurer	QBE Insurance (Australia) Limited ABN: 78 003 191 035 AFSL: 239545

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover	29/11/2024 to 29/11/2025 at 4pm
Insured	Owners Corporation Plan No. PS 814738
Interested Parties	None
Situation	22 Blackburn Road, BLACKBURN, VIC, 3130

Cover

Insured Property	Insured
Building	$18,230,000
Common Area Contents	$182,300
Loss of Rent & Temporary Accommodation (total payable)	$2,734,500
Floating Floorboards	Selected
Liability to Others	Insured
Limit of Liability	$20,000,000
Fidelity Guarantee	Insured
Sum Insured	$100,000
Voluntary Workers	Insured
Death	$200,000
Total Disablement (per week)	$2,000
Office Bearers Legal Liability	Insured
Limit of Liability	$1,000,000
Machinery Breakdown	Insured
Sum Insured	$100,000
Catastrophe Insurance	Not Insured
Government Audit and Related Covers	Insured

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Government Audit Costs	$25,000
Appeal expenses - common property health & safety breaches	$100,000
Legal Defence Expenses	$50,000
Lot Owners Fixtures and Improvements (per lot)	Insured
Sum Insured	$250,000
Flood Cover	Insured

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

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION NO. 1 & 2 ON PLAN NO. 814738F

MORTON PARK, 22 BLACKBURN ROAD, BLACKBURN VIC 3130

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on: Date: Wednesday, 1st October 2025 Time: 5:00 PM Venue: Zoom Video Conference & MOCS office – 12 Cato Street, Hawthorn East VIC 3123	
PRESENT:	Lot G2	Kirsten Coster
	Lot 106	Vera Maschette
	Lot 109	Jack Allford
	Lot 201	Tania Snioch
	Lot 202	Susan Clark
	Lot 205	Silvia Alaoui
	Lot 207	Matthew Smith
	Lot 211	Xin Chen (Jason)
PRESENT VIA PROXY:	Lot 304	Grace Meates
	In favour of Neville Meates	
APOLOGIES:	Unit 103	Julia & Leong Yeow
	Unit 105	Lorna Ong
	Unit 202	Ross Saunders
	Unit 303	Eddie Willenberg
IN ATTENDANCE:	Jeslin Lim	Melbourne Owners Corporation Services Pty Ltd
	Grace Meates (Lot 304)	

1. QUORUM:

Owners Corporation 1

As only 9 out of the 28 lots forming Owners Corporations on Plan No. 814738F1 were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporations Act 2006, the meeting proceeded with all decisions being "interim decisions". The interim decisions will become resolutions of the Owners Corporation 29 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).

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

Owners Corporation 2
As only 8 out of the 22 lots forming Owners Corporations on Plan No. 814738F2 were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporations Act 2006, the meeting proceeded with all decisions being "interim decisions". The interim decisions will become resolutions of the Owners Corporation 29 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).

2. CHAIRPERSON:

It was resolved:

To appoint Jeslin Lim to chair the meeting.

3. MINUTES:

It was resolved:

Owners Corporation 1
That the minutes of the previous Annual General Meeting for Owners Corporation No. 1 held on 04/07/2024 as attached to the Notice of Meeting be tabled and accepted.

Owners Corporation 2
That the minutes of the previous Annual General Meeting for Owners Corporation No. 2 held on 04/07/2024 as attached to the Notice of Meeting be tabled and accepted.

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

4. INSURANCE: It was resolved:

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

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

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

Note:

- The insurance policy is based on the valuation dated 30/03/2023.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS: It was resolved:

To accept the following reports:

a) Manager's Report

Note:

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

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

6. FINANCIAL REPORTS: It was resolved:

a) Owners Corporation 1
That the Owners Corporation No. 1 financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting be tabled and accepted.

b) Owners Corporation 2
That the Owners Corporation No. 2 financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting be tabled and accepted.

7. BUDGET & CONTRIBUTIONS: It was resolved:

Owners Corporation 1

a) That the proposed Owners Corporation No. 1 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.

b) That the Owners Corporation No. 1 Administration Fund contribution be set at $145,000.00 per annum to commence on the 01/01/2025.

c) That the proposed Owners Corporation No. 1 Maintenance Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and adopted.

d) To ratify that the Owners Corporation No. 1 Maintenance Fund contribution be set at $30,000.00 per annum to commence on the 01/01/2025.

e) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 1 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

f) That an adjustment levy totaling $30,731.00 be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 1 Administrative Fund levy contributions for the period 01/01/2025 to 31/12/2025. The adjustment levy is to be paid in two equal instalments due and payable on 01/02/2026 & 01/04/2026.

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

Owners Corporation 2

g) That the proposed Owners Corporation No. 2 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.

h) That the Owners Corporation No. 2 Administration Fund contribution be set at $17,866.00 per annum to commence on the 01/01/2025.

i) That the proposed Owners Corporation No. 2 Maintenance Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and adopted.

j) To ratify that the Owners Corporation No. 2 Maintenance Fund contribution be set at $2,500.00 per annum to commence on the 01/01/2025.

k) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 2 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

8. GST REGISTRATION: In accordance with the Goods and Services Tax (GST) Act 1999, an Owners Corporation must register for GST if the total levy contributions (Administration Fund & Maintenance Fund) meet or exceed the registration threshold of $150,000.

It was resolved:

a) Owners Corporation 1
That Owners Corporation 1 on Plan No. PS814738F registers for Goods and Services Tax (GST) effective from the financial period commencing 01/01/2026.

b) Owners Corporation 2
That Owners Corporation 2 on Plan No. PS814738F registers for Goods and Services Tax (GST) effective from the financial period commencing 01/01/2026.

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

9. ARREARS & PENALTY INTERESTS:

It was resolved:

a) That Owners Corporation 1 & 2 on Plan No. PS814738F continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

b) That Owners Corporation 1 & 2 on Plan No. PS814738F engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.

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

d) That Owners Corporation 1 & 2 on Plan No. PS814738F delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to $10.00. All other amounts require approval from the Committee.

Note:

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

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

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

10. APPOINTMENT OF COMMITTEE:

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

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

It was resolved:

Owners Corporation 1

a) That the maximum number of Committee members be set at no more than 12.

b) That the following persons be elected to the Committee for Owners Corporation No. 1 on Plan No. PS814738F.

Lot G2	Kirsten Coster
Lot 109	Jack Allford
Lot 201	Tania Snioch
Lot 202	Susan Clark
Lot 205	Silvia Alaoui
Lot 207	Matthew Smith
Lot 211	Xin Chen (Jason)
Lot 304	Neville Meates

c) That Matthew Smith (Lot 207) be elected as Chairperson of Owners Corporation No. 1 on Plan No. PS814738F.

d) That Kirsten Coster (Lot G2) be elected as Secretary of Owners Corporation No. 1 on Plan No. PS814738F.

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

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

Owners Corporation 2

f) That the maximum number of Committee members be set at no more than 12.

g) That the following persons be elected to the Committee for Owners Corporation No. 2 on Plan No. PS814738F.

Lot G2	Kirsten Coster
Lot 109	Jack Allford
Lot 201	Tania Snioch
Lot 202	Susan Clark
Lot 205	Silvia Alaoui
Lot 211	Xin Chen (Jason)
Lot 304	Neville Meates

h) That Neville Meates (Lot 304) be elected as Chairperson of Owners Corporation No. 2 on Plan No. PS814738F.

i) That Kirsten Coster (Lot G2) be elected as Secretary of Owners Corporation No. 2 on Plan No. PS814738F.

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

11. DELEGATION OF POWERS:

It was resolved:

Owners Corporation 1

a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 1 Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

Owners Corporation 2

b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 2 Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

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

12. ESSENTIAL SAFETY:

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

13. GENERAL BUSINESS:

13.1 ESM - LinkFire 5 Yearly Overhaul

Members were briefed that the 5-yearly ESM overhaul is due and understood that this is mandatory to comply with building standards.

Members resolved to engage Linkfire to conduct the 5-yearly ESM overhaul as presented by the Manager prior to the Annual General Meeting, at the quoted cost of $8,019.00 incl. GST, to be funded from the Maintenance Fund.

Breakdown of costs:

- 5-Yearly Pump Overhaul: $2,436.50 incl. GST
- 5-Yearly Fire Hydrant System Service: $2,502.50 incl. GST
- 5-Yearly Inspection of the Fire Detection & Emergency Warning System: $1,892.00 incl. GST
- 5 yearly Evacuation Plan Replacement: $1,188.00 incl. GST

13.2 Level 1 Planter Boxes Replanting

Members discussed the Level 1 planter boxes replanting proposal from Evergreen Infrastructure, noting that the planter boxes are common property.

Members discussed the need for a suitable maintenance program to ensure new plants thrive, to be performed by a professional landscaper or horticulturist. Irrigation controllers will need to be installed in an easily accessible location for future maintenance.

It was resolved to leave the plants located in front of Lot 107's balcony as they are, with the exception of the rosemary, which will be replaced with a more suitable plant.

It was further resolved for the Manager to terminate existing gardening services with Leon's Property Maintenance & Care and obtain a proposal from Evergreen Infrastructure for ongoing gardening maintenance.

Members were advised that if the Committee approves the Level 1 replanting proposal, a special levy will be required to fund the works. This will be further discussed during the next Committee

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

meeting.

13.3 Lot 1R – External Appearance

Members expressed concern that Lot 1R is not being used appropriately, as it is currently functioning as a storage unit rather than a retail space as intended.

Matthew Smith volunteered to raise this matter with the Minister to ensure that Lot 1R is used in accordance with the approved building permit.

13.4 Thanking Committee

Members expressed their sincere thanks to the outgoing Committee for their dedication and efforts over the past year. Special acknowledgment was given to Jack Allord (Lot 109) for his outstanding contributions as Secretary for both OC1 and OC2.

13.5 Committee Newsletter – Susan Clark

Susan Clark volunteered to continue preparing the Committee newsletter.

13.6 Window Cleaning

Members reported that a few areas were missed during the last window cleaning, including the Level 1 east side and Level 2 windows above the car park. The Manager advised that access via anchor points need to be confirmed with the window cleaners, Waynes High Access.

It was resolved that the Manager will send the building elevation plans to Jack Allord, who volunteered to mark the areas that were missed. This list will then be provided to the window cleaners for further assessment and comment.

14. CLOSE OF MEETING: With no further business raised, meeting closed 6:35PM.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 1 of 35
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)

Privacy Collection Statement
OC046199P
The information in this form is
collected 25/11/2019 under statute 49-20 and OCR nity
are
may be

Lodged by

Name: HWL EBSWORTH LAWYERS

Phone: 8644 3658

Address: LEVEL 26, 530 COLLINS STREET MELBOURNE VIC 3000

Reference: AC:665391

Customer code: 19208S

Applicant: (full name and address, including postcode)

VMD ONE AUSTRALIA PTY LTD OF 23 READING AVENUE, BALWYN NORTH VIC 3104

Plan no.: PS814738F	Owners corporation no.:	OWNERS CORPORATION 1 PS814738F

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

Signing:

35271702A

27E(1)SA

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 2 of 35

Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)

Privacy Collection Statement
OC046199P
The information in this form is
collected under statute and will be used
for the purpose of maintaining publicly searchable registers and indexes.

Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	VMD ONE AUSTRALIA PTY LTD
Signer Name	MICHAEL MAMMEN
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	28/10/2019

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 3 of 35

OC046199P
25/11/2019 $49.20 OCR

HWL EBSWORTH
LAWYERS

Owners Corporation Rules

Morton Park

22 Blackburn Road, Blackburn

Plan of Subdivision PS814738F

Owners Corporation 1

Ref MM:SBS:665392

Doc ID 680783523/v5

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)
hwlebsworth.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 4 of 35

OC046199P
25/11/2019 349 20 OCR

HWL EBSWORTH
LAWYERS

Table of contents

1.	**Definitions and interpretation clauses**		**4**
	1.1	Definitions	4
	1.2	Interpretation	5
	1.3	Inconsistency with law	5
	1.4	Severance	6
2.	**Rules and Laws**		**6**
	2.1	Rules	6
	2.2	Compliance with Rules and Laws	6
	2.3	Lot Owner responsible for invitees	6
	2.4	Incorporation of Act	7
3.	**Development Rights**		**7**
4.	**Lot Owner's obligations**		**7**
	4.1	Use of Lot	7
	4.2	Leasing	9
	4.3	Noise	9
	4.4	Appearance	9
	4.5	Auctions	9
	4.6	Animals	9
	4.7	Section 173 Agreement	10
	4.8	Local Laws	10
5.	**Balconies, Terraces, Courtyards and external appearance**		**11**
6.	**Relocations, Deliveries, and moving of articles**		**12**
7.	**Building Works**		**12**
8.	**Common Property**		**14**
	8.1	Alterations to a Lot and Common Property	14
	8.2	Vehicles/ Driveways/ Ramps and Car Park	15
	8.3	Car Park Stacker	17

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 5 of 35

OC046199P
25/11/2019 $49.20 OCR

HWL EBSWORTH
LAWYERS

9.	**Insurance and related matters**		**18**
	9.1	Restrictions	18
	9.2	Insurance	18
	9.3	Insurance premiums	18
10.	**Security**		**19**
	10.1	Common Property Security	19
	10.2	The Owners Corporation:	19
	10.3	Security Arrangements	19
	10.4	Security	19
	10.5	Owners Corporation Liability	20
	10.6	Security Cameras and Devices	20
	10.7	Security Fobs	20
11.	**Garbage Collection**		**21**
	11.1	Lot Owner's Duties	21
12.	**Notice of Accidents/Damage to Property**		**22**
	12.1	Notice	22
13.	**Contractors**		**22**
	13.1	No instruction	22
	13.2	Owners Corporation Representative	22
	13.3	Site Inductions	22
14.	**Notification of Infectious Diseases**		**23**
	14.1	Notice	23
	14.2	Expenses	23
15.	**Owners Corporation Rules and Notices**		**23**
	15.1	Notices to be Observed	23
	15.2	Rules to be Accessible	23
	15.3	Flammable Materials	23
	15.4	Maintenance and Upgrading of Services	23
16.	**Retail/Commercial Lot**		**24**

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 6 of 35

OC046199P
25/11/2019 $49.20 OCR

HWL EBSWORTH
LAWYERS

17.	**Support and provision of services**		**25**
	17.1	Metering of services	25
	17.2	Provision of services	25
	17.3	Support of services	25
	17.4	Apportionment of costs of services	26
18.	**Storage**		**26**
	18.1	Storage and placement of bicycles and personal items	26
19.	**Fire control**		**27**
20.	**Manager**		**27**
	20.1	Manager	27
	20.2	Consent of Owners Corporation	28
21.	**Notices and compliance**		**28**
	21.1	Address of new owners	28
	21.2	Address of absent owners	28
	21.3	Advice to Occupiers	29
	21.4	Duties of Occupiers	29
	21.5	Non-Compliance	29
	21.6	Recovery of Costs	29
	21.7	Recovery of Expenditure	30
22.	**Complaints and dispute resolution**		**30**
	22.1	Complaints	30
	22.2	Dispute resolution	31
23.	**GST**		**32**
	23.1	Definition	32
	23.2	Payment	32

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 7 of 35

HWL EBSWORTH
LAWYERS

OC046199P
25/11/2019 349 20 OCR

Owners Corporation Rules - Owners Corporation 1

1. Definitions and interpretation clauses

1.1 Definitions

In these Rules:

Act	means the *Owners Corporations Act 2006.*
Building	means the building constructed on the Land, at 22 Blackburn Road, Blackburn, Victoria 3130, including walls, out-buildings, service installations and other appurtenances.
Car Park Stacker	means the car park stacker mechanism and its appurtenance as noted on the Plan.
Committee	means the elected Owners Corporation Committee within the meaning of Part 5 of the Act.
Common Property	means that part of the Land shown in the Plan as common property and includes any area of the Land that becomes common property upon the registration of any future stage of the Plan.
Land	means the whole of the land described in the Plan.
Lift	means any lift in the Building owned by the Owners Corporation.
Lot	means a part (consisting of one or more pieces) of the Land which can be disposed of separately and includes a lot or accessory lot on the Plan, within the meaning of the Act and the *Subdivision Act 1998*.
Lot Owner	means the registered proprietor of a Lot on the Plan.
Manager	means the person appointed by Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation.
Occupier	means the occupier from time to time of a Lot and includes the lessee or tenant of a Lot Owner.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 8 of 35

OC046199P
25/11/2019 349 20 OCR

Plan	means the Plan of Subdivision PS814738F.
Refuse Room	means the room on each floor of the Common Property designated by the Manager for the disposal of garbage.
Regulations	means the *Owners Corporation Regulations 2018* or any regulations made under the Act from time to time.
Retail /Commercial Lot	means a Lot used for retail or commercial purposes.
Security Fob	means key, fob, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

1.2 **Interpretation**

Unless the context otherwise requires:

(a) headings are for convenience of reference only and do not affect interpretation;

(b) words importing the singular include the plural and vice versa;

(c) a reference to a person includes any company, partnership, joint venture or other entity;

(d) a reference to a thing includes part of that thing;

(e) a reference to a document includes an amendment or supplement to, or replacement or novation of that document;

(f) a reference to Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and other legislative instruments made under that statute; and

(g) these Rules operate in addition to any obligation or responsibility imposed on a Lot Owner under any Law or common law or in equity.

1.3 **Inconsistency with law**

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

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 9 of 35

OC046199P
25/11/2019 $49.20 OCR

1.4 Severance

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof will be struck down and will have no further force and effect, however all remaining Rules or part thereof capable of separate enforcement and effect will continue to be valid and enforceable in accordance with their terms.

2. Rules and Laws

2.1 Rules

(a) These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and the Lots.

(b) These Rules are binding on:

(i) a Lot Owner;

(ii) an Occupier;

(iii) the Owners Corporation; and

(iv) lessees, licensees and sub-lessees or sub-licensees of Common Property.

2.2 Compliance with Rules and Laws

(a) A Lot Owner and an Occupier must, and a Lot Owner must ensure that an Occupier, at their own cost and in a timely manner, comply with all Rules and Laws relating to:

(i) a Lot Owner's Lot;

(ii) the use of a Lot Owner's Lot; and

(iii) the use of Common Property and services to the Building and the Land.

(b) The Laws referred to in Rule 2.2(a) include but are not limited to, planning laws, development approvals, building or other approvals, consent requirements notices and or offers of statutory or governmental authorities.

2.3 Lot Owner responsible for invitees

(a) A Lot Owner must ensure that all invitees of a Lot Owner and an Occupier comply with these Rules and all Laws relating to Lot Owner's Lot whilst on the Lot Owner's Lot or the Common Property.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 10 of 35

(b) A Lot Owner is responsible for any breaches or failures to comply with these Rules or any Laws relating to Lot Owner's Lot by:

(i) invitees of a Lot Owner;

(ii) an Occupier; and

(iii) invitees of an Occupier.

OC046199P
25/11/2019 $49.20 OCR

2.4 Incorporation of Act

To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as Rules the provisions of the Act and the Regulations and a Lot Owner and an Occupier must comply with the Act and Regulations and any breach of the Act or Regulations will constitute a breach of these Rules.

3. Development Rights

Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, or Regulations, has the power and authority to grant or its associated entity the right to erect signs on the Common Property. A Lot Owner and an Occupier must not hinder or impede VMD One Australia Pty Ltd from exercising its rights under any agreement entered into under this Rule.

4. Lot Owner's obligations

4.1 Use of Lot

A Lot Owner must not, and must ensure that the Occupier does not, and the Occupier must not:

(a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Lot Owners or Occupiers or their invitees unless agreed in writing by the Owners Corporation;

(b) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property, be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Lot Owners or Occupiers or to any person lawfully using the Common Property;

(c) consume alcohol or take glassware onto the Common Property or permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained in writing from the Owners Corporation;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 11 of 35

OC046199P
25/11/2019 $49.20 OCR

(d) use or permit a Lot affected or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Owners Corporation or which may cause a nuisance or hazard to any other Lot Owner or Occupier of any other Lot or the invitees of any such other Lot Owner or Occupier;

(e) keep the Lot in a manner which is dangerous or likely to cause danger to life, persons or property;

(f) store or accumulate any matter, substance or thing which is dangerous or likely to cause danger to life or property without prior written consent of the Owners Corporation. Items included in this definition that are for personal use may be stored without consent if they are stored and used in accordance with the manufacturer's recommendations or any other applicable standard;

(g) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any part of a Lot;

(h) obstruct any fire appliance cupboard, stairway, landing or lift lobby or permit the same to be obstructed;

(i) permit any worker, contractor or other person carrying out any works to be on the Lot or the Common Property:

(i) on any public holiday or Sunday; or

(ii) before 9.00 am or after 6.00 pm Monday to Friday; or

(iii) before 9.00 am or after 6.00 pm on Saturday;

except in the case of an emergency which includes:

(iv) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; or

(v) a leak or a similar problem requiring prompt attention; or

(vi) cracking or a similar problem likely to affect the immediate safety of the building;

(j) dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation;

(k) damage or deface or obstruct or suffer to be damaged, defaced or obstructed the Common Property or any part thereof;

(l) affix key safes or lockboxes to the Building without the approval in writing from the Owners Corporation; or

(m) do or permit to be done on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 12 of 35

OC046199P
25/11/2019 $49.20 OCR

for the insurance of the Common Property or any part or parts thereof or any policy for such insurance may become void or voidable.

4.2 Leasing

A Lot Owner may let a Lot but only:

(a) by means of a written lease or tenancy agreement;

(b) if that lease or agreement obliges the lessee or tenant as Occupier to comply with these Rules;

(c) if the lessee or tenant signs an agreement confirming their acceptance of these Rules as Occupier if required to do so by the Owners Corporation; and

(d) the Lot Owner provides the name, address and a contact telephone number of the lessee or tenant .

4.3 Noise

No person may in a Lot or on Common Property:

(a) carry on a noxious or offensive activity; or

(b) make or allow noise in a Lot or on Common Property that will interfere with the quiet enjoyment of another Lot or the Common Property by others.

4.4 Appearance

(a) A person may not display a sign or notice on part of a Lot or on Common Property in any manner whatsoever so it is visible from outside the Lot without the prior written approval of the Owners Corporation;

(b) A person whom erects signage without prior written permission of the Owners Corporation will upon notice from the Manager or their servants or agents, immediately remove the signage. Should the Lot Owner or Occupier not remove the signage within 48 hours of written advice, the Lot Owner or Occupier consents to the Owners Corporation's contractor accessing the Lot to arrange removal of the same. The cost of the removal will be invoiced to the Lot Owner or Occupier for reimbursement to the Owners Corporation.

4.5 Auctions

A Lot Owner must not permit any auction sale to be conducted or to take place in the Lot or within the Common Property without the prior approval in writing of the Owners Corporation.

4.6 Animals

(a) A Lot Owner and an Occupier must not keep animals unless:

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 13 of 35

OC046199P
25/11/2019 $49.20 OCR

(i) the Lot Owner or the Occupier complies with this Rule;

(ii) the animal is kept on a leash and muzzled or in a locked carrier designed for the sole purpose of carrying animals whenever outside the Lot;

(iii) registered as is required by law from time to time and all animals must wear any registration tag and identification tag clearly showing the Lot Owner, Occupier, or invitee's address and telephone number;

(iv) vaccinated, wormed and treated for fleas;

(v) free from communicable disease; and

(vi) the Lot Owner or Occupier gives the Owners Corporation prior details of the pet including without limitation the breed, approximate age and registration where applicable.

(b) A Lot Owner or an Occupier Lot may only keep an animal on its Lot with the consent of the Owners Corporation, which consent must not be reasonably withheld. For the sake of clarity, under no circumstances must a Lot Owner or an Occupier have more than one pet and no pet must be greater than 10kg in weight.

(c) If any animal causes a nuisance, the Owners Corporation may give notice to remove the animal from a Lot or Common Property (or both). A Lot Owner or an Occupier must remove the animal from a Lot or the Common Property immediately upon receipt of the notice of the Owners Corporation.

(d) A Lot Owner and an Occupier must ensure that any animal in their control does not urinate or defecate on the Common Property and must be responsible to clean any mess caused by their animal immediately.

(e) A Lot Owner and an Occupier must ensure that any animal in its control is kept on a lead, if a dog or a cat in a cage or similar, when on Common Property.

(f) Rule 4.7(c) does not apply to an animal which assists a person with an impairment or disability, however, the Owners Corporation may require a Lot Owner or an Occupier of such animal to take reasonable steps to prevent the occurrence of any nuisance or damage in accordance with these Rules.

4.7 Section 173 Agreement

The Owners Corporation must comply, and must to the extent applicable, procure that each Lot Owner and any Occupier complies, with all the obligations of any Section 173 Agreement.

4.8 Local Laws

The Owners Corporation, a Lot Owner, an Occupier and invitees must comply with all Local Laws.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 14 of 35

OC046199P
25/11/2019 $49.20 OCR

5. Balconies, Terraces, Courtyards and external appearance

5.1 A Lot Owner must not and must ensure that the Occupier does not:

(a) allow any balcony, terrace, courtyard or open area forming part of a Lot to become unkempt, or unsightly;

(b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Lot that affects the outward appearance of the Lot;

(c) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on Common Property.

(d) install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written consent from the Owners Corporation;

(e) keep any plants, planter boxes or pots on any balcony, terrace or courtyard that are not maintained in good health and condition and further that the size and type of plant must not extend beyond the boundary of the Lot or obstruct the views from another Lot;

(f) construct or erect any sheds, kennels or structures of any nature or description on any balcony, terrace or courtyard without having first obtained the written consent of the Owners Corporation;

(g) install any external wireless, television aerial, sky dish receiver, satellite disk or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;

(h) install any air-conditioning unit in a Lot or on a balcony, terrace or courtyard without having received prior written permission from the Owners Corporation;

(i) hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation.

(j) obstruct entrance to a Lot or balcony, terrace, courtyard or open area from the Manager or Owners Corporation's contractor for the purposes of maintenance or cleaning of the Building structure including glass on balconies, box gutters or any emergency repairs; or

(k) paint, finish or otherwise alter the external façade of any Building or improvement forming part of the Common Property or their Lot.

5.2 A Lot Owner and an Occupier must ensure that any outdoor furniture or other items allowed by the Owners Corporation and left on a courtyard, terrace, exterior or other balcony area is suitable for the conditions with which they are stored, and will be unable to be shifted, moved or otherwise lifted during high wind or weather conditions causing a safety risk to nearby Property and persons.

5.3 A Lot Owner and an Occupier agrees that should damage be incurred to any Owners Corporation property or to the Common Property as a result of a failure to adhere to this

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 15 of 35

OC046199P
25/11/2019 $48.20 OCR

rule, that the Owners Corporation will not be responsible for payment of any insurance claim excess and the Lot Owner or Occupier will reimburse the Owners Corporation for any other loss incurred as a result of a failure to adhere to this rule.

6. Relocations, Deliveries, and moving of articles

6.1 A Lot Owner must not, and must ensure that an Occupier does not:

(a) give less than 48 hours' notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;

(b) the Owners Corporation reserves the right to turn away any Lot Owner or Occupier who has not provided the appropriate notice and the Owners Corporation will not be responsible for any loss of income or monies incurred as a result of the failure of the Lot Owner or the Occupier to adhere to the minimum notice period;

(c) arrange for deliveries of any kind or nature unless the Lot Owner or the Occupier is at or on the premises to accept and arrange for the same at the sole cost and liability of the Lot Owner or the Occupier;

(d) ensure that the loading and unloading of vehicles must be made entirely within the Land at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the Regulations made by the Owners Corporation from time to time;

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

(f) use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation; or

(g) allow moving boxes or other associated rubbish from deliveries or moves to be disposed of by the Owners Corporation or within the Owners Corporation rubbish area. All moving boxes or associated rubbish must be removed by the Lot Owner, the Occupier, or their removalist, and must not be disposed of in any Common Property or common rubbish area at any time.

7. Building Works

7.1 A Lot Owner must not, and must ensure that the Occupier does not undertake any building works to a Lot, except in accordance with the following requirements:

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 16 of 35

OC046199P
25/11/2019 $49.20 OCR

(a) A Lot Owner or an Occupier must give notice to the Owners Corporation of any application by the Lot Owner or the Occupier for a building permit or planning permit or the certification of a plan of subdivision affecting the Lot;

(b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant Laws have been obtained and copies of which have been given to the Manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

(c) must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other Lot Owners and Occupiers.

7.2 The Lot Owner or the Occupier must not proceed with any such works until:

(a) plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure, services or the fire or acoustic ratings of any component of the Building are submitted to the Owners Corporation;

(b) further particulars of those proposed works as requested, are provided to the Owners Corporation to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and

(c) written approval for those works is received from the Owners Corporation whose permission for the same will not be unreasonably withheld.

7.3 The Lot Owner or the Occupier must ensure that they, including any 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 Building protection, delivery of materials, insurances, parking of vehicles, disposal of waste and hours of work.

7.4 The Lot Owner or the Occupier must ensure that any 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.

7.5 The Lot Owner or the Occupier must supply to the Owners Corporation a copy of any servants, agents and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.

7.6 The Lot Owner or the Occupier must immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Lot Owner or Occupier of Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the Lot Owner or the Occupier.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 17 of 35

OC046199P
25/11/2019 14920 OCR

7.7 The Lot Owner or the Occupier must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

7.8 The Lot Owner or the Occupier 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 the Lot Owner or the Occupier or their respective tenants, licensees, lessees or invitees.

8. Common Property

8.1 Alterations to a Lot and Common Property

(a) Alterations - Lot

A Lot Owner and an Occupier must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

(b) Alterations - Common Property

A Lot Owner and an Occupier must not:

(i) alter;

(ii) paint or otherwise mark;

(iii) core into concrete slabs;

(iv) drive nails or anything else into; or

(v) otherwise damage or deface;

any structure (including any irrigation equipment or piping) forming part of the Common Property except with the prior written consent of the Owners Corporation.

(c) Interference - Common Property

A Lot Owner and, an Occupier must not:

(i) damage a lawn or garden;

(ii) damage or remove any plant or part of a plant; or

(iii) interfere with the operation of irrigation;

on Common Property.

(d) Damage to landscaping on Common Property

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 18 of 35

OC046199P
25/11/2019 $49.20 OCR

A Lot Owner and an Occupier must not:

(i) damage any of the landscape situated upon the Common Property; or

(ii) except with the prior written consent of the Owners Corporation use for a Lot Owner's or an Occupier's own purpose as a garden any of the Common Property.

(e) **Maintenance**

A Lot Owner and an Occupier must:

(i) maintain in good condition and repair the exterior of the Lot and Building including (without limitation) all fences, walls, windows, gates, sidewalls, walkways within a Lot;

(ii) make any necessary arrangements for supply of sufficient water for the maintenance and irrigation of all landscaping within a Lot and pay for such water;

(iii) take all practicable steps to prevent infestation of the Lot by vermin or insects; and

(iv) grant access to the Owners Corporation its servants and or agents upon the Lot Owner or Occupier being given seven days prior written notice, the right of access to any balcony, terrace, courtyard or open space forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation.

8.2 Vehicles, Driveways, Ramps and Car Park

(a) A Lot Owner and an Occupier must not, and must ensure that its invitees do not, unless in the case of an emergency:

(i) use any part of a car parking space other than to park a vehicle;

(ii) store any goods and chattels in a car parking space or on the Common Property without the prior written consent of the Owners Corporation;

(iii) park or leave a vehicle:

(A) on the Common Property; or

(B) in a car parking space owned by other Lot Owners;

(iv) park or leave a vehicle so as to obstruct a car parking space or the Common Property;

(v) permit bicycling, rollerblading, skate boarding, roller skating, or ball games in any car parking space or on the Common Property;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 19 of 35

OC046199P
25/11/2019 $49.20 OCR

(vi) interfere with the operation, function or control of the electronic vehicle access gate;

(vii) wash, clean, service or repair any vehicle in any car parking space or on the Common Property;

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

(ix) permit anything to be done that must cause or be a nuisance or disturbance to users of any car parking space or on the Common Property;

(x) permit any bicycle to be brought into the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or the Manager from time to time;

(xi) park motor bikes or scooters in areas other than in designated areas as provided for by the Owners Corporation;

(xii) fail to comply with any directions of the Owners Corporation, including through the Manager, in relation to car parking;

(xiii) load or unload vehicles so as to cause interference to other vehicles or vehicular or pedestrian traffic, and then only in strict compliance with any rules of use; or

(xiv) in the case of invitees, park or leave a vehicle, or permit a vehicle to be parked or left in or on any place, other than an area set aside and marked for visitors parking, and then only for the maximum time identified and in strict compliance with any rules of use.

(b) Any vehicle required to conduct building or other trade works on the Building must obtain the prior approval of the Manager and, only upon obtaining such approval, may be parked in the area designated by the Manager.

(c) RACV or similar road service vehicles and personnel may utilise any part of the Common Property and or a car parking space for the purposes of recharging or replacing a motor vehicle's battery.

(d) The Owners Corporation will have no liability for any theft, damage to, or personal injury related to, vehicles whether parked or mobile in a car parking space or on the Common Property.

(e) The Owners Corporation may, at its discretion, deny access to a car parking space or on the Common Property to any driver who is unable to produce a Security Fob.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 20 of 35

OC046199P
25/11/2019 $49.20 OCR

(f) A Lot Owner and an Occupier must comply with all directional signs and the speed limit of 8 kph must be observed at all times by all vehicles whilst on Common Property.

(g) The Owners Corporation is not responsible and has no liability for:

(i) any damage sustained by a driver's vehicle while on the Common Property;

(ii) any damage sustained to a Lot Owner's or an Occupier's storage cage, the storage rooms or the contents therein; and

(iii) the theft of any vehicle or its contents, a bicycle or other chattels.

(h) Should a Lot Owner or an Occupier become informed or otherwise aware of a breach of these Rules, the Lot Owner or the Occupier must advise the Owners Corporation, within a reasonable time.

8.3 Car Park Stacker

(a) A Lot Owner and an Occupier of a Car Park Stacker must:

(i) observe and comply with all directions given by the Owners Corporation and all traffic signs, signals and notices displayed by the Owners Corporation in connection with the day-to-day use of the Car Park Stacker space and to deal only with the Owners Corporation, or as otherwise directed from time to time by the Owners Corporation;

(ii) not to bring into the Car Park Stacker space at any time any petroleum or other inflammable, volatile or explosive oils, substances or dangerous goods other than petroleum or liquid petroleum gas in the fuel tank and oil in the mechanism of any car;

(iii) not to use the Car Park Stacker space or do or allow anything to be done so as to render payable any increased or extra premium for the insurance for the Building or the Car Park Stacker space or its contents against any insurable risk or which might render void or voidable any policy of insurance;

(iv) not to cause any nuisance, damage, obstruction, annoyance or inconvenience to the occupiers of the Building or use the Car Park Stacker space in such a way to cause damage, obstruction, inconvenience or annoyance to the Owners Corporation or other persons using the car park or Car Park Stacker space or their servants or agents or cause damage to any property of any person which is situated in or about Car Park Stacker space;

(v) not to carry out any repairs or washing of cars in the Car Park Stacker space except at such times and in such places and under such conditions as the Owners Corporation may agree to in its absolute discretion; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 21 of 35

OC046199P
25/11/2019 $49.20 OCR

(vi) not to fill or drain petrol tanks of any car in the Car Stacker space except at such times and under such conditions as the Owners Corporation may agree to in its absolute discretion.

(b) A Lot Owner and an Occupier of a Carpark Stacker space are liable for and to the fullest extent permitted by law to indemnify the Owners Corporation and its employees, agents and contractors from and against all claims that may occur or arise out of or incidental to the exercise or attempted exercise by the Lot Owner or Occupier's use of any Carpark Stacker space or the car park including, without limitation, loss, damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the car park, the Car Park Stacker space and the Car Park Stacker mechanism by the Lot Owner or the Occupier.

(c) A Lot Owner or Occupier and any persons with Car Park Stacker spaces must allow access to all contractors as appointed by the Manager for the servicing and maintenance of the Car Park Stacker space.

(d) A Lot Owner or an Occupier and any persons with Car Park Stacker spaces must ensure that the Car Park Stacker spaces are only used by persons having successfully completed an induction course in the use of the Carpark Stacker space. Any Car Park Stacker space induction course must be undertaken by a company approved by the Owners Corporation.

9. Insurance and related matters

9.1 **Restrictions**

A person must not bring to, do or keep anything on a Lot which:

(a) will increase the rate of premium for insurance on another Lot or the Common Property; or

(b) conflicts with Laws relating to fire or any insurance policy on another Lot or the Common Property.

9.2 **Insurance**

A Lot Owner must ensure that any improvements within a Lot are in compliance with all Laws and legal requirements.

9.3 **Insurance premiums**

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

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 22 of 35

OC046199P
25/11/2019 $49.20 OCR

(b) A Lot Owner must, if the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

10. Security

10.1 Common Property Security

The Owners Corporation may arrange and operate a security system to monitor the land affected by the Owners Corporation.

10.2 The Owners Corporation:

(a) is responsible for control of the security system; and

(b) may employ servants, agents or contractors to operate the system.

10.3 Security Arrangements

The security arrangements may, at the discretion of the Owners Corporation, include without limitation the following:

(a) the issue of Security Fobs upon conditions, including payment of a deposit;

(b) the right (upon complaint) to remove any person from a Lot or the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;

(c) the right to enter upon any part of a Lot or the Common Property for the purpose of maintaining its security;

(d) the right of admission to any person subject to limits on the time of use and the parts of Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(e) that parts of the Common Property are secured against entry as approved by the Owners Corporation by unauthorised persons; and

(f) that security patrols, locks and other security devices or procedures are used to implement or operate it.

10.4 Security

The Owners Corporation may:

(a) erect, maintain and cause to be operated security measures by security officers for the purpose of regulating or prohibiting access to any part of the Common Property where Owners Corporation approval has been given to restrict access;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 23 of 35

OC046199P
25/11/2019 $49.20 OCR

(b) delegate to security officers the function of deciding whether to grant permission for access to any part of the Common Property. Any delegation will not limit the power of the Owners Corporation to grant such permission. The Owners Corporation may revoke a delegation at any time within reason; and

(c) grant a conditional approval for access to any part of the Common Property and without limitation may only allow access to parts of the Common Property during specified times as approved by Owners Corporation. A person who has the permission of the Owners Corporation is entitled to access to any part of the Common Property to the extent of that approval.

10.5 Owners Corporation Liability

The Owners Corporation is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:

(a) the security system is not operating;

(b) the security system fails to operate as intended; or

(c) the land affected by the Owners Corporation is entered onto by an invitee of a Lot Owner or Occupier.

10.6 Security Cameras and Devices

A Lot Owner may not and may not permit any Occupier to erect any sign or display that may interfere or impede the view of any security camera, system or device.

10.7 Security Fobs

(a) The Owners Corporation may determine the number of Security Fobs and security devices for a Lot Owner and an Occupier free of charge to access the Common Property.

(b) The Owners Corporation may charge a fee for any number of Security Fobs or security devices issued in excess of the number allocated by it for a Lot Owner and an Occupier.

(c) The Security Fobs belong to the Owners Corporation.

(d) A Lot Owner or Occupier must:

(i) take all reasonable steps not to lose the Security Fobs or security devices given to it by the Owners Corporation;

(ii) return the Security Fobs and security devices to the Owners Corporation if the Lot Owner or Occupier no longer needs them or if Lot Owner no longer owns a Lot;

(iii) notify the Owners Corporation immediately if a Lot Owner loses a Security Fob or security device; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 24 of 35

OC046199P
25/11/2019 $49.20 OCR

(iv) at the Lot Owner's cost replace any Security Fob which is issued to the Lot Owner by the Owners Corporation.

(e) A Lot Owner and an Occupiers must not, without the prior written consent of the Owners Corporation:

(i) copy Security Fobs or security devices;

(ii) permit the Security Fobs or security devices to be copied; or

(iii) give the Security Fobs or security devices to someone who is not a Lot Owner or an Occupier without the prior written consent of the Owners Corporation.

11. Garbage Collection

11.1 **Lot Owner's Duties**

A Lot Owner and an Occupier must:

(a) maintain on the Lot in a clean and dry condition and adequately covered, a receptacle for garbage which is not visible from outside the Lot;

(b) at all times protect garbage deposited in the chute against the attraction of flies or other vermin by wrapping the garbage in paper or other suitable material;

(c) thoroughly cleanse and deodorise the receptacle regularly as and when considered necessary;

(d) at all times keep the proper lid (of correct fit) on the receptacle;

(e) not place or caused to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not garbage;

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

(g) reimburse the Owners Corporation for any expenditure related to the disposal of inappropriate materials such as hard rubbish dumped on any Common Property or in the immediate surrounds of the Building.

(h) dispose of any hard rubbish or items such as gas bottles, chemicals, car parts or other items that cannot be appropriately removed from site within the waste management plan of the Building as determined by the Owners Corporation from time to time.

(i) ensure the receptacle is not overloaded to more than the maximum weight for the receptacle; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 25 of 35

OC046199P
25/11/2019 $49.20 OCR

(j) ensure the receptacle is placed at the nominated collection point on collection days and promptly returned to the Lot following collection on the collection day;

(k) where relevant, ensure the use of the double chute system (recyclable and normal waste chutes) located at the Refuse Room on the Common Property of every floor for the Building, or the common garbage room are used for the purposes for which they are intended; and

(l) comply with all Laws relating to the disposal of garbage.

12. Notice of Accidents/Damage to Property

12.1 **Notice**

A Lot Owner and Occupier must notify the Owners Corporation promptly of any accident or death that may arise in the Land or Common Property and any such accident must be recorded in an incident report log and kept on file. A Lot Owner and an Occupier must notify the Owners Corporation promptly of any accident to or defect in any water pipes, gas pipes, electric installations, fixtures or any other utility infrastructure which comes to the Lot Owner's or an Occupier's knowledge.

13. Contractors

13.1 **No instruction**

A Lot Owner and an Occupier must not directly instruct any contractors or workers employed by the Owners Corporation unless specifically authorised to do so.

13.2 **Owners Corporation Representative**

All requests for the Owners Corporation to consider giving directions on a particular matter to a contractor or worker must be directed to the Manager, who will in turn refer the request to the Owners Corporation for determination.

13.3 **Site Inductions**

Any contractors commissioned to commence work in the Land or on Common Property must complete a site induction and submit a plan of works for approval before any such works may occur. The Owners Corporation will reply in writing when the works are approved and any isolations have been organised.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 26 of 35

OC046199P
25/11/2019 $49.20 OCR

14. Notification of Infectious Diseases

14.1 Notice

A Lot Owner and an Occupier must, if any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Owners Corporation.

14.2 Expenses

A Lot Owner and an Occupier must pay to the Owners Corporation the expenses of disinfecting or isolating the affected Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

15. Owners Corporation Rules and Notices

15.1 Notices to be Observed

Each Lot Owner and Occupier must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

15.2 Rules to be Accessible

A copy of these Rules (including Rules made under them or a precis of them approved by the Owners Corporation) must be exhibited, documented and made available at any given time from the management office or concierge desk in each Lot in a prominent place in any Lot made available for letting and contained in any lease of the Lot.

15.3 Flammable Materials

A Lot Owner or an Occupier must not, without the Owners Corporation's written consent, use or store any chemicals, burning fluids, acetylene gas or alcohol in a Lot or on Common Property nor in any other way cause or increase a risk of fire or explosion in a Lot or the Common Property.

15.4 Maintenance and Upgrading of Services

(a) Maintenance

The Owners Corporation may from time to time arrange for the maintenance and upgrading of telecommunications or other utility services provided to a Lot or a series of Lots.

(b) Payment

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 27 of 35

OC046199P
25/11/2019 $49.20 OCR

The Lot Owner or Occupier of any Lot that receives the benefit of the services must pay on demand by the Owners Corporation the proportion of the cost of providing those services and maintenance and upgrade of those services from time to time.

(c) **Disconnection**

If a relevant Lot Owner or Occupier does not do so, the Owners Corporation may authorise the disconnection of any or all of the services provided to the Lot.

16. Retail/Commercial Lot

16.1 A Lot Owner and an Occupier of a Retail/Commercial Lot must:

(a) maintain its furniture, equipment and other miscellaneous items in a neat and clean condition at all times, so as not to detrimentally impact the overall appearance of the Building;

(b) remove rubbish at its own cost and in the manner prescribed by the Owners Corporation (which may change from time to time);

(c) maintain any areas licensed or leased by a Lot Owner or an Occupier of a Retail/Commercial Lot from the Owners Corporation in a neat and clean condition at all times;

(d) pay all costs associated with cleaning, repairs and maintenance of areas licensed or leased by a Lot Owner or an Occupier of a Retail/Commercial Lot;

(e) maintain any kitchens, staff rooms, bathrooms, storerooms and garbage storage areas contained in Common Property in a presentable condition and ensure the Manager is immediately notified of any faults with the equipment or services;

(f) operate lawfully;

(g) obtain each and every permit, liquor licence or other consent required;

(h) operate within the terms of any such liquor licence, permit or consent; and

(i) operate within the parameters set out in any lease agreement.

16.2 **Signage / Notices**

Subject to these Rules, a Lot Owner and an Occupier of a Retail/Commercial Lot may erect or affix any signage or notices to the interior or exterior of a Retail/Commercial Lot provided:

(a) written consent is obtained from the Owners Corporation;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 28 of 35

OC046199P
25/11/2019 $49.20 OCR

(b) is only for the purpose of identifying the business carried on from the Retail/Commercial Lot and the hours of operation of the business;

(c) a lease or license agreement is obtained where any signage or notices is erect or affixed to Common Property; and

(d) complies with the requirements of the relevant authorities.

16.3 Restrictions – Conducting Trade

A Lot Owner and an Occupier of a Retail/Commercial Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

(a) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;

(b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and

(c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Lot Owners or Occupiers of other lots.

17. Support and provision of services

17.1 Metering of services

Where a Lot Owner's Lot is not separately metered in relation to service, including but not limited to gas, electricity and water, the Lot Owner must pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing Lot Owner's unit liability with respect to the Lot Owner's Lot by the total unit liability of all lots serviced jointly and by no other reference.

17.2 Provision of services

A Lot Owner must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing a Lot Owner's Lot, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

17.3 Support of services

(a) A Lot Owner must not do anything or permit anything to be done to Lot Owner's Lot or Common Property, without the written consent of the Owners Corporation, so that:

(i) any support or shelter provided by a Lot Owner's Lot or the Common Property for any other Lot or the Common Property is interfered with;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 29 of 35

OC046199P
25/11/2019 $49.20 OCR

(ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or

(iii) the passage or provision of services through the Lot Owner's Lot or the Common Property is interfered with.

17.4 Apportionment of costs of services

(a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot Owner or Occupier that is more than the amount that the supplier would have charged the Lot Owner or Occupier for the same goods or services.

(b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or the Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot Owner or the Occupier from the relevant supplier.

(c) Rule 17.4(b) does not apply if the concession or rebate:

(i) must be claimed by the Lot Owner or the Occupier and the Owners Corporation has given the Lot Owner or the Occupier an opportunity to claim it and the Lot Owner or the Occupier has not done so by the payment date set by the relevant supplier; or

(ii) is paid directly to the Lot Owner or the Occupier as a refund.

18. Storage

18.1 Storage and placement of bicycles and personal items

(a) A Lot Owner and an Occupier must not store or permit to be stored any bicycle to be:

(i) stored other than in the area designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks; or

(ii) brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation.

(b) A Lot Owner or the Occupier cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building.

(c) A Lot Owner and an Occupier must not permit any personal items to be:

(i) placed, located or positioned either on a permanent or a temporary basis unless stored in an allocated locker; or

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 30 of 35

OC046199P
25/11/2019 $49.20 OCR

(ii) stored for any length of time;

on Common Property without the prior written consent of the Owners Corporation.

19. Fire control

19.1 A Lot Owner and an Occupier must not:

(a) keep flammable material on Owner's Lot or any part of Common Property except as permitted by these Rules;

(b) interfere with fire safety equipment; or

(c) obstruct fire stairs or fire escapes.

19.2 A Lot Owner and an Occupier must:

(a) comply with all Laws about fire control;

(b) ensure all fire safety equipment in Owners' Lot or on parts of Common Property is at all times operational; and

(c) take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.

19.3 The Owners Corporation reserves the right to seek costs from a Lot Owner or an Occupier for false alarm call outs to the fire brigade caused by intentional or negligent acts.

20. Manager

20.1 **Manager**

(a) If the Owners Corporation has appointed a Manager and given notice of that appointment to a Lot Owner, the Lot Owner is entitled to and must assume the Manager is entitled to take any action on behalf of the Owners Corporation under these Rules.

(b) A person must not interfere with or stop the Manager from:

(i) performing its obligations or exercising its rights under their agreement with the Owners Corporation; or

(ii) using Common Property that the Owners Corporation permits them to use.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 31 of 35

OC046199P
25/11/2019 $49 20 OCR

20.2 Consent of Owners Corporation

(a) Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to the Act may be given:

(i) by the Owners Corporation at a Committee meeting; and

(ii) by any person to whom the Owners Corporation has delegated the power or function, including but not limited to a Committee or member of a Committee or the Manager.

(b) The Owners Corporation may apply conditions to any consent given under these Rules and a Lot Owner and an Occupier must ensure that all the conditions are complied with.

(c) The Owners Corporation may revoke any consent given under these Rules if a Lot Owner or an Occupier do not comply with:

(i) any conditions attached to the consent; or

(ii) the Rules pursuant to which the consent was given.

21. Notices and compliance

21.1 Address of new owners

(a) A Lot Owner who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.

(b) A person who acquires a Lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.

21.2 Address of absent owners

(a) A Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than three months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

(b) If an address in Australia has not been nominated under Rule 21.2(a), service may be effected:

(i) by posting the notice to the last known address of the Lot Owner in Australia; or

(ii) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 32 of 35

OC046199P
25/11/2019 $49.20 OCR

21.3 Advice to Occupiers

A Lot Owner who does not occupy his or her lot must give the Occupier of the Lot a copy of the Rules of the Owners Corporation and associated annexures at the commencement of occupation.

21.4 Duties of Occupiers

An Occupier:

(a) must comply with this Act, the Regulations and the Rules of the Owners Corporation; and

(b) must not use or neglect the Common Property or permit it to be used or neglected in a manner that is likely to cause damage or deterioration to the Common Property.

21.5 Non-Compliance

A Lot Owner and Occupier who has not complied with these Rules after service of a notice by the Owners Corporation specifying any non-compliance, agrees to the following in addition to any other rights that the Owners Corporation has under these Rules or the Act:

(a) to allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify any non-compliance where the non-compliance relates to performance of any works required to be performed by a Lot Owner and Occupier under these Rules;

(b) if the Owners Corporation exercises its power to rectify non-compliance, to pay to the Owners Corporation any charges levied against the Lot Owner and Occupier in respect of the costs of the works performed as a result of the non-compliance;

(c) to accept a certificate signed by the Manager of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation to rectify the Lot Owner's and Occupier's non-compliance with the Rules;

(d) to pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* on all monies outstanding under these Rules (including the non-payment of any Owners Corporation fees) until they are paid; and

(e) that any payments made for the purposes of these Rules will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

21.6 Recovery of Costs

(a) A Lot Owner and an Occupier must pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:32 Page 33 of 35

OC046199P
25/11/2019 $49.20 OCR

Owners Corporation management fees, plus any GST properly chargeable in respect of these costs) in connection with:

(i) recovering levies or monies payable to the Owners Corporation pursuant to the Act or these Rules duly levied upon the Lot Owner by the Owners Corporation or otherwise pursuant to these Rules;

(ii) all legal and other proceedings concluded by way of settlement or court determination in favour of the Owners Corporation taken by or against the Lot Owner or the Occupier; or

(iii) costs and expenses (including solicitor and own client costs and Owners Corporation management fees) incurred by the Owners Corporation to enforce a Rule or make good any damage incurred by a breach of these Rules by the Lot Owner or the Occupier or that person's invitees (including tenants) and incurred in recovery of those costs-and-expenses.

(b) The amount of any such costs will be deemed to be a liquidated debt due by the Lot Owner or the Occupier to the Owners Corporation.

(c) If the Lot Owner or the Occupier fails to pay such costs upon demand, the Owners Corporation:

(i) may take action for the recovery of those costs in a court of competent jurisdiction, and;

(ii) may enter such costs and expenses against the levy account of the Lot Owner.

(d) The Owners Corporation may include any costs payable to it under this Rule on any certificate issued in respect of the Lot pursuant to the Act, including but not limited to a notation of unpaid insurance premiums.

21.7 **Recovery of Expenditure**

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these Rules by a Lot Owner or an Occupier or an invitee of either of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Lot Owner or the Occupier at the time when the breach occurred.

22. Complaints and dispute resolution

22.1 **Complaints**

(a) A Lot Owner, an Occupier or the Manager may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:32 Page 34 of 35

HWL EBSWORTH
LAWYERS

OC046199P
25/11/2019 $49.20 OCR

(i) a Lot Owner;

(ii) an Occupier; or

(iii) Manager.

(b) All complaints must be:

(i) in writing; and

(ii) in the approved form as required by Laws from time to time.

(c) All complaints must be brought to the attention of:

(i) the Committee, if such a Committee has been elected; or

(ii) the Owners Corporation in all other circumstances.

(d) The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.

(e) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

22.2 **Dispute resolution**

(a) The Owners Corporation or the Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within 14 working days of the complaint coming to the attention of the parties.

(b) The Owners Corporation or the Committee cannot take any action with regard to the complaint until:

(i) a meeting of the parties to the dispute has been organised to discuss the dispute;

(ii) it is satisfied that the dispute remains unresolved;

(iii) it is deemed that the Owners Corporation or the Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Committee;

(iv) a party to the dispute may appoint a person to act or appear on his or her behalf at the meeting;

(v) if the dispute is not resolved, the Committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:32 Page 35 of 35

this process is separate from and does not limit any further action under Part 10 of the Act as amended or replaced from time to time.

OC046199P
25/11/2019 14920 OCR

23. GST

23.1 Definition

For the purposes of this Rule:

(a) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature; and

(b) Primary Payment means any payment or consideration given by a Lot Owner or an Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Lot Owner or an Occupier to the Owners Corporation in connection with any supply of any goods and services.

23.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Lot Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Lot Owner is required to pay the Primary Payment in respect of which the GST relates.

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

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation 2 on Plan of Subdivision No. 814738F
22 Blackburn Road Blackburn VIC 3130

This certificate is issued for:	Owners Corporation 2 Plan No. PS814738F Lot 205/22 Blackburn Road, Blackburn VIC 3130
The postal address is:	205/22 Blackburn Road, Blackburn VIC 3130
Applicant for certificate:	Victorian Statewide Conveyancing
Delivery address for certificate:	Via email: megan@victorianstatewide.com.au

IMPORTANT:
The information in this certificate is issued on 07/11/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au . A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

(a) The current annual fees for Owners Corporation 2 for the financial period 01/01/25 to 31/12/25 for the above lot are **$1,454.72** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/01/25 to 31/03/25	$319.04	$44.64	$363.68	01/01/25	Paid
Quarterly Levy 01/04/25 to 30/06/25	$319.04	$44.64	$363.68	01/04/25	Paid
Quarterly Levy 01/07/25 to 30/09/25	$319.04	$44.64	$363.68	01/07/25	Paid
Quarterly Levy 01/10/25 to 31/12/25	$319.04	$44.64	$363.68	01/10/25	Paid

(b) **The date up to which the fees for the lot have been paid*:***
31/12/25

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

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

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

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

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

(h) **The total funds held by the Owners Corporation as at 07/11/2025 are**:
A copy of the Owners Corporation Balance Sheet is attached to this Owners Corporation Certificate.

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

(j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd.
- Car stacker service agreement with Klaus Multiparking for the provision of car stacker maintenance service.

(k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
- Car stacker Maintenance agreement with all lots under the Owners Corporation No 2 on Plan No PS814738F for their non-exclusive use of the car stacker will be entered for the preventative Maintenance agreement.
- Car stacker service agreement with Klaus Multiparking for the provision of car stacker maintenance service.

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

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

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

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

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

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

(p) **Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Certificate of Currency;
- A copy of the Special Rules of the Owners Corporation;
- A copy of the Owners Corporation Balance Sheet.

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

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

Date: 07/11/2025



.....
On behalf of Owners Corporation 2 on Plan of Subdivision No. 814738F
Jeslin Lim
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228
HAWTHORN, VIC 3122

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

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018 OC 10 (12/07)

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

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

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

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

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

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

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

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

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

Balance Sheet

As at 07/11/2025

OC2 PS814738F (Car Stackers) — Morton Park, 22 Blackburn Road, Blackburn VIC 3130

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	7,953.56
Owners Equity--Admin	2,213.35
	10,166.91
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	2,500.43
	2,500.43
Net owners' funds	$12,667.34
Represented by:	
Assets	
Administrative Fund	
Cash at bank--Admin	10,198.62
	10,198.62
Maintenance Fund	
Cash at bank--Maintenance	2,504.87
	2,504.87
Unallocated Money	
	0.00
Total assets	12,703.49
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	31.71
	31.71
Maintenance Fund	
Prepaid Levies--Maintenance	4.44
	4.44
Unallocated Money	
	0.00
Total liabilities	36.15
Net assets	$12,667.34

Residential Strata Insurance

Certificate of Currency

Policy Number: HU0006097095

Certificate Date	28 November, 2024
Insurer	QBE Insurance (Australia) Limited ABN: 78 003 191 035 AFSL: 239545

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover	29/11/2024 to 29/11/2025 at 4pm
Insured	Owners Corporation Plan No. PS 814738
Interested Parties	None
Situation	22 Blackburn Road, BLACKBURN, VIC, 3130

Cover

Insured Property	Insured
Building	$18,230,000
Common Area Contents	$182,300
Loss of Rent & Temporary Accommodation (total payable)	$2,734,500
Floating Floorboards	Selected
Liability to Others	Insured
Limit of Liability	$20,000,000
Fidelity Guarantee	Insured
Sum Insured	$100,000
Voluntary Workers	Insured
Death	$200,000
Total Disablement (per week)	$2,000
Office Bearers Legal Liability	Insured
Limit of Liability	$1,000,000
Machinery Breakdown	Insured
Sum Insured	$100,000
Catastrophe Insurance	Not Insured
Government Audit and Related Covers	Insured

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Government Audit Costs	$25,000
Appeal expenses - common property health & safety breaches	$100,000
Legal Defence Expenses	$50,000
Lot Owners Fixtures and Improvements (per lot)	Insured
Sum Insured	$250,000
Flood Cover	Insured

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

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION NO. 1 & 2 ON PLAN NO. 814738F

MORTON PARK, 22 BLACKBURN ROAD, BLACKBURN VIC 3130

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on: Date: Wednesday, 1st October 2025 Time: 5:00 PM Venue: Zoom Video Conference & MOCS office – 12 Cato Street, Hawthorn East VIC 3123	
PRESENT:	Lot G2	Kirsten Coster
	Lot 106	Vera Maschette
	Lot 109	Jack Allford
	Lot 201	Tania Snioch
	Lot 202	Susan Clark
	Lot 205	Silvia Alaoui
	Lot 207	Matthew Smith
	Lot 211	Xin Chen (Jason)
PRESENT VIA PROXY:	Lot 304	Grace Meates
	In favour of Neville Meates	
APOLOGIES:	Unit 103	Julia & Leong Yeow
	Unit 105	Lorna Ong
	Unit 202	Ross Saunders
	Unit 303	Eddie Willenberg
IN ATTENDANCE:	Jeslin Lim	Melbourne Owners Corporation Services Pty Ltd
	Grace Meates (Lot 304)	

1. QUORUM:

Owners Corporation 1

As only 9 out of the 28 lots forming Owners Corporations on Plan No. 814738F1 were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporations Act 2006, the meeting proceeded with all decisions being "interim decisions". The interim decisions will become resolutions of the Owners Corporation 29 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).

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

Owners Corporation 2
As only 8 out of the 22 lots forming Owners Corporations on Plan No. 814738F2 were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporations Act 2006, the meeting proceeded with all decisions being "interim decisions". The interim decisions will become resolutions of the Owners Corporation 29 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).

2. CHAIRPERSON:

It was resolved:

To appoint Jeslin Lim to chair the meeting.

3. MINUTES:

It was resolved:

Owners Corporation 1
That the minutes of the previous Annual General Meeting for Owners Corporation No. 1 held on 04/07/2024 as attached to the Notice of Meeting be tabled and accepted.

Owners Corporation 2
That the minutes of the previous Annual General Meeting for Owners Corporation No. 2 held on 04/07/2024 as attached to the Notice of Meeting be tabled and accepted.

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

4. INSURANCE: It was resolved:

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

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

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

Note:

- The insurance policy is based on the valuation dated 30/03/2023.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS: It was resolved:

To accept the following reports:

a) Manager's Report

Note:

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

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

6. FINANCIAL REPORTS: It was resolved:

a) Owners Corporation 1
That the Owners Corporation No. 1 financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting be tabled and accepted.

b) Owners Corporation 2
That the Owners Corporation No. 2 financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting be tabled and accepted.

7. BUDGET & CONTRIBUTIONS: It was resolved:

Owners Corporation 1

a) That the proposed Owners Corporation No. 1 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.

b) That the Owners Corporation No. 1 Administration Fund contribution be set at $145,000.00 per annum to commence on the 01/01/2025.

c) That the proposed Owners Corporation No. 1 Maintenance Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and adopted.

d) To ratify that the Owners Corporation No. 1 Maintenance Fund contribution be set at $30,000.00 per annum to commence on the 01/01/2025.

e) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 1 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

f) That an adjustment levy totaling $30,731.00 be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 1 Administrative Fund levy contributions for the period 01/01/2025 to 31/12/2025. The adjustment levy is to be paid in two equal instalments due and payable on 01/02/2026 & 01/04/2026.

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

Owners Corporation 2

g) That the proposed Owners Corporation No. 2 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.

h) That the Owners Corporation No. 2 Administration Fund contribution be set at $17,866.00 per annum to commence on the 01/01/2025.

i) That the proposed Owners Corporation No. 2 Maintenance Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and adopted.

j) To ratify that the Owners Corporation No. 2 Maintenance Fund contribution be set at $2,500.00 per annum to commence on the 01/01/2025.

k) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 2 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

8. GST REGISTRATION: In accordance with the Goods and Services Tax (GST) Act 1999, an Owners Corporation must register for GST if the total levy contributions (Administration Fund & Maintenance Fund) meet or exceed the registration threshold of $150,000.

It was resolved:

a) Owners Corporation 1
That Owners Corporation 1 on Plan No. PS814738F registers for Goods and Services Tax (GST) effective from the financial period commencing 01/01/2026.

b) Owners Corporation 2
That Owners Corporation 2 on Plan No. PS814738F registers for Goods and Services Tax (GST) effective from the financial period commencing 01/01/2026.

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

9. ARREARS & PENALTY INTERESTS:

It was resolved:

a) That Owners Corporation 1 & 2 on Plan No. PS814738F continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

b) That Owners Corporation 1 & 2 on Plan No. PS814738F engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.

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

d) That Owners Corporation 1 & 2 on Plan No. PS814738F delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to $10.00. All other amounts require approval from the Committee.

Note:

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

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

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

10. APPOINTMENT OF COMMITTEE:

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

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

It was resolved:

Owners Corporation 1

a) That the maximum number of Committee members be set at no more than 12.

b) That the following persons be elected to the Committee for Owners Corporation No. 1 on Plan No. PS814738F.

Lot G2	Kirsten Coster
Lot 109	Jack Allford
Lot 201	Tania Snioch
Lot 202	Susan Clark
Lot 205	Silvia Alaoui
Lot 207	Matthew Smith
Lot 211	Xin Chen (Jason)
Lot 304	Neville Meates

c) That Matthew Smith (Lot 207) be elected as Chairperson of Owners Corporation No. 1 on Plan No. PS814738F.

d) That Kirsten Coster (Lot G2) be elected as Secretary of Owners Corporation No. 1 on Plan No. PS814738F.

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

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

Owners Corporation 2

f) That the maximum number of Committee members be set at no more than 12.

g) That the following persons be elected to the Committee for Owners Corporation No. 2 on Plan No. PS814738F.

Lot G2	Kirsten Coster
Lot 109	Jack Allford
Lot 201	Tania Snioch
Lot 202	Susan Clark
Lot 205	Silvia Alaoui
Lot 211	Xin Chen (Jason)
Lot 304	Neville Meates

h) That Neville Meates (Lot 304) be elected as Chairperson of Owners Corporation No. 2 on Plan No. PS814738F.

i) That Kirsten Coster (Lot G2) be elected as Secretary of Owners Corporation No. 2 on Plan No. PS814738F.

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

11. DELEGATION OF POWERS:

It was resolved:

Owners Corporation 1

a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 1 Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

Owners Corporation 2

b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 2 Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

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

12. ESSENTIAL SAFETY:

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

13. GENERAL BUSINESS:

13.1 ESM - LinkFire 5 Yearly Overhaul

Members were briefed that the 5-yearly ESM overhaul is due and understood that this is mandatory to comply with building standards.

Members resolved to engage Linkfire to conduct the 5-yearly ESM overhaul as presented by the Manager prior to the Annual General Meeting, at the quoted cost of $8,019.00 incl. GST, to be funded from the Maintenance Fund.

Breakdown of costs:

- 5-Yearly Pump Overhaul: $2,436.50 incl. GST
- 5-Yearly Fire Hydrant System Service: $2,502.50 incl. GST
- 5-Yearly Inspection of the Fire Detection & Emergency Warning System: $1,892.00 incl. GST
- 5 yearly Evacuation Plan Replacement: $1,188.00 incl. GST

13.2 Level 1 Planter Boxes Replanting

Members discussed the Level 1 planter boxes replanting proposal from Evergreen Infrastructure, noting that the planter boxes are common property.

Members discussed the need for a suitable maintenance program to ensure new plants thrive, to be performed by a professional landscaper or horticulturist. Irrigation controllers will need to be installed in an easily accessible location for future maintenance.

It was resolved to leave the plants located in front of Lot 107's balcony as they are, with the exception of the rosemary, which will be replaced with a more suitable plant.

It was further resolved for the Manager to terminate existing gardening services with Leon's Property Maintenance & Care and obtain a proposal from Evergreen Infrastructure for ongoing gardening maintenance.

Members were advised that if the Committee approves the Level 1 replanting proposal, a special levy will be required to fund the works. This will be further discussed during the next Committee

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

meeting.

13.3 Lot 1R – External Appearance

Members expressed concern that Lot 1R is not being used appropriately, as it is currently functioning as a storage unit rather than a retail space as intended.

Matthew Smith volunteered to raise this matter with the Minister to ensure that Lot 1R is used in accordance with the approved building permit.

13.4 Thanking Committee

Members expressed their sincere thanks to the outgoing Committee for their dedication and efforts over the past year. Special acknowledgment was given to Jack Allord (Lot 109) for his outstanding contributions as Secretary for both OC1 and OC2.

13.5 Committee Newsletter – Susan Clark

Susan Clark volunteered to continue preparing the Committee newsletter.

13.6 Window Cleaning

Members reported that a few areas were missed during the last window cleaning, including the Level 1 east side and Level 2 windows above the car park. The Manager advised that access via anchor points need to be confirmed with the window cleaners, Waynes High Access.

It was resolved that the Manager will send the building elevation plans to Jack Allord, who volunteered to mark the areas that were missed. This list will then be provided to the window cleaners for further assessment and comment.

14. CLOSE OF MEETING: With no further business raised, meeting closed 6:35PM.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 1 of 35
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)

Privacy Collection Statement
OC046199P
The information in this form is
collected 25/11/2019 under statute 49-20 and OCR nity
are
may be

Lodged by

Name: HWL EBSWORTH LAWYERS

Phone: 8644 3658

Address: LEVEL 26, 530 COLLINS STREET MELBOURNE VIC 3000

Reference: AC:665391

Customer code: 19208S

Applicant: (full name and address, including postcode)

VMD ONE AUSTRALIA PTY LTD OF 23 READING AVENUE, BALWYN NORTH VIC 3104

Plan no.: PS814738F	Owners corporation no.:	OWNERS CORPORATION 1 PS814738F

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

Signing:

35271702A

27E(1)SA

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 2 of 35

Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)

Privacy Collection Statement
OC046199P
The information in this form is
collected under statute and will be used
for the purpose of maintaining publicly searchable registers and indexes.

Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	VMD ONE AUSTRALIA PTY LTD
Signer Name	MICHAEL MAMMEN
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	28/10/2019

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 3 of 35

OC046199P
25/11/2019 $49.20 OCR

HWL EBSWORTH
LAWYERS

Owners Corporation Rules

Morton Park

22 Blackburn Road, Blackburn

Plan of Subdivision PS814738F

Owners Corporation 1

Ref MM:SBS:665392

Doc ID 680783523/v5

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)
hwlebsworth.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 4 of 35

OC046199P
25/11/2019 349 20 OCR

HWL EBSWORTH
LAWYERS

Table of contents

1.	**Definitions and interpretation clauses**		**4**
	1.1	Definitions	4
	1.2	Interpretation	5
	1.3	Inconsistency with law	5
	1.4	Severance	6
2.	**Rules and Laws**		**6**
	2.1	Rules	6
	2.2	Compliance with Rules and Laws	6
	2.3	Lot Owner responsible for invitees	6
	2.4	Incorporation of Act	7
3.	**Development Rights**		**7**
4.	**Lot Owner's obligations**		**7**
	4.1	Use of Lot	7
	4.2	Leasing	9
	4.3	Noise	9
	4.4	Appearance	9
	4.5	Auctions	9
	4.6	Animals	9
	4.7	Section 173 Agreement	10
	4.8	Local Laws	10
5.	**Balconies, Terraces, Courtyards and external appearance**		**11**
6.	**Relocations, Deliveries, and moving of articles**		**12**
7.	**Building Works**		**12**
8.	**Common Property**		**14**
	8.1	Alterations to a Lot and Common Property	14
	8.2	Vehicles/ Driveways/ Ramps and Car Park	15
	8.3	Car Park Stacker	17

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 5 of 35

OC046199P
25/11/2019 $49.20 OCR

HWL EBSWORTH
LAWYERS

9.	**Insurance and related matters**		**18**
	9.1	Restrictions	18
	9.2	Insurance	18
	9.3	Insurance premiums	18
10.	**Security**		**19**
	10.1	Common Property Security	19
	10.2	The Owners Corporation:	19
	10.3	Security Arrangements	19
	10.4	Security	19
	10.5	Owners Corporation Liability	20
	10.6	Security Cameras and Devices	20
	10.7	Security Fobs	20
11.	**Garbage Collection**		**21**
	11.1	Lot Owner's Duties	21
12.	**Notice of Accidents/Damage to Property**		**22**
	12.1	Notice	22
13.	**Contractors**		**22**
	13.1	No instruction	22
	13.2	Owners Corporation Representative	22
	13.3	Site Inductions	22
14.	**Notification of Infectious Diseases**		**23**
	14.1	Notice	23
	14.2	Expenses	23
15.	**Owners Corporation Rules and Notices**		**23**
	15.1	Notices to be Observed	23
	15.2	Rules to be Accessible	23
	15.3	Flammable Materials	23
	15.4	Maintenance and Upgrading of Services	23
16.	**Retail/Commercial Lot**		**24**

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 6 of 35

OC046199P
25/11/2019 $49.20 OCR

HWL EBSWORTH
LAWYERS

17.	**Support and provision of services**		**25**
	17.1	Metering of services	25
	17.2	Provision of services	25
	17.3	Support of services	25
	17.4	Apportionment of costs of services	26
18.	**Storage**		**26**
	18.1	Storage and placement of bicycles and personal items	26
19.	**Fire control**		**27**
20.	**Manager**		**27**
	20.1	Manager	27
	20.2	Consent of Owners Corporation	28
21.	**Notices and compliance**		**28**
	21.1	Address of new owners	28
	21.2	Address of absent owners	28
	21.3	Advice to Occupiers	29
	21.4	Duties of Occupiers	29
	21.5	Non-Compliance	29
	21.6	Recovery of Costs	29
	21.7	Recovery of Expenditure	30
22.	**Complaints and dispute resolution**		**30**
	22.1	Complaints	30
	22.2	Dispute resolution	31
23.	**GST**		**32**
	23.1	Definition	32
	23.2	Payment	32

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 7 of 35

HWL EBSWORTH
LAWYERS

OC046199P
25/11/2019 349 20 OCR

Owners Corporation Rules - Owners Corporation 1

1. Definitions and interpretation clauses

1.1 Definitions

In these Rules:

Act	means the *Owners Corporations Act 2006.*
Building	means the building constructed on the Land, at 22 Blackburn Road, Blackburn, Victoria 3130, including walls, out-buildings, service installations and other appurtenances.
Car Park Stacker	means the car park stacker mechanism and its appurtenance as noted on the Plan.
Committee	means the elected Owners Corporation Committee within the meaning of Part 5 of the Act.
Common Property	means that part of the Land shown in the Plan as common property and includes any area of the Land that becomes common property upon the registration of any future stage of the Plan.
Land	means the whole of the land described in the Plan.
Lift	means any lift in the Building owned by the Owners Corporation.
Lot	means a part (consisting of one or more pieces) of the Land which can be disposed of separately and includes a lot or accessory lot on the Plan, within the meaning of the Act and the *Subdivision Act 1998*.
Lot Owner	means the registered proprietor of a Lot on the Plan.
Manager	means the person appointed by Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation.
Occupier	means the occupier from time to time of a Lot and includes the lessee or tenant of a Lot Owner.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 8 of 35

OC046199P
25/11/2019 349 20 OCR

Plan	means the Plan of Subdivision PS814738F.
Refuse Room	means the room on each floor of the Common Property designated by the Manager for the disposal of garbage.
Regulations	means the *Owners Corporation Regulations 2018* or any regulations made under the Act from time to time.
Retail /Commercial Lot	means a Lot used for retail or commercial purposes.
Security Fob	means key, fob, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

1.2 **Interpretation**

Unless the context otherwise requires:

(a) headings are for convenience of reference only and do not affect interpretation;

(b) words importing the singular include the plural and vice versa;

(c) a reference to a person includes any company, partnership, joint venture or other entity;

(d) a reference to a thing includes part of that thing;

(e) a reference to a document includes an amendment or supplement to, or replacement or novation of that document;

(f) a reference to Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and other legislative instruments made under that statute; and

(g) these Rules operate in addition to any obligation or responsibility imposed on a Lot Owner under any Law or common law or in equity.

1.3 **Inconsistency with law**

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

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 9 of 35

OC046199P
25/11/2019 $49.20 OCR

1.4 Severance

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof will be struck down and will have no further force and effect, however all remaining Rules or part thereof capable of separate enforcement and effect will continue to be valid and enforceable in accordance with their terms.

2. Rules and Laws

2.1 Rules

(a) These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and the Lots.

(b) These Rules are binding on:

(i) a Lot Owner;

(ii) an Occupier;

(iii) the Owners Corporation; and

(iv) lessees, licensees and sub-lessees or sub-licensees of Common Property.

2.2 Compliance with Rules and Laws

(a) A Lot Owner and an Occupier must, and a Lot Owner must ensure that an Occupier, at their own cost and in a timely manner, comply with all Rules and Laws relating to:

(i) a Lot Owner's Lot;

(ii) the use of a Lot Owner's Lot; and

(iii) the use of Common Property and services to the Building and the Land.

(b) The Laws referred to in Rule 2.2(a) include but are not limited to, planning laws, development approvals, building or other approvals, consent requirements notices and or offers of statutory or governmental authorities.

2.3 Lot Owner responsible for invitees

(a) A Lot Owner must ensure that all invitees of a Lot Owner and an Occupier comply with these Rules and all Laws relating to Lot Owner's Lot whilst on the Lot Owner's Lot or the Common Property.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 10 of 35

(b) A Lot Owner is responsible for any breaches or failures to comply with these Rules or any Laws relating to Lot Owner's Lot by:

(i) invitees of a Lot Owner;

(ii) an Occupier; and

(iii) invitees of an Occupier.

OC046199P
25/11/2019 $49.20 OCR

2.4 Incorporation of Act

To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as Rules the provisions of the Act and the Regulations and a Lot Owner and an Occupier must comply with the Act and Regulations and any breach of the Act or Regulations will constitute a breach of these Rules.

3. Development Rights

Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, or Regulations, has the power and authority to grant or its associated entity the right to erect signs on the Common Property. A Lot Owner and an Occupier must not hinder or impede VMD One Australia Pty Ltd from exercising its rights under any agreement entered into under this Rule.

4. Lot Owner's obligations

4.1 Use of Lot

A Lot Owner must not, and must ensure that the Occupier does not, and the Occupier must not:

(a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Lot Owners or Occupiers or their invitees unless agreed in writing by the Owners Corporation;

(b) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property, be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Lot Owners or Occupiers or to any person lawfully using the Common Property;

(c) consume alcohol or take glassware onto the Common Property or permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained in writing from the Owners Corporation;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 11 of 35

OC046199P
25/11/2019 $49.20 OCR

(d) use or permit a Lot affected or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Owners Corporation or which may cause a nuisance or hazard to any other Lot Owner or Occupier of any other Lot or the invitees of any such other Lot Owner or Occupier;

(e) keep the Lot in a manner which is dangerous or likely to cause danger to life, persons or property;

(f) store or accumulate any matter, substance or thing which is dangerous or likely to cause danger to life or property without prior written consent of the Owners Corporation. Items included in this definition that are for personal use may be stored without consent if they are stored and used in accordance with the manufacturer's recommendations or any other applicable standard;

(g) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any part of a Lot;

(h) obstruct any fire appliance cupboard, stairway, landing or lift lobby or permit the same to be obstructed;

(i) permit any worker, contractor or other person carrying out any works to be on the Lot or the Common Property:

(i) on any public holiday or Sunday; or

(ii) before 9.00 am or after 6.00 pm Monday to Friday; or

(iii) before 9.00 am or after 6.00 pm on Saturday;

except in the case of an emergency which includes:

(iv) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; or

(v) a leak or a similar problem requiring prompt attention; or

(vi) cracking or a similar problem likely to affect the immediate safety of the building;

(j) dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation;

(k) damage or deface or obstruct or suffer to be damaged, defaced or obstructed the Common Property or any part thereof;

(l) affix key safes or lockboxes to the Building without the approval in writing from the Owners Corporation; or

(m) do or permit to be done on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 12 of 35

OC046199P
25/11/2019 $49.20 OCR

for the insurance of the Common Property or any part or parts thereof or any policy for such insurance may become void or voidable.

4.2 Leasing

A Lot Owner may let a Lot but only:

(a) by means of a written lease or tenancy agreement;

(b) if that lease or agreement obliges the lessee or tenant as Occupier to comply with these Rules;

(c) if the lessee or tenant signs an agreement confirming their acceptance of these Rules as Occupier if required to do so by the Owners Corporation; and

(d) the Lot Owner provides the name, address and a contact telephone number of the lessee or tenant .

4.3 Noise

No person may in a Lot or on Common Property:

(a) carry on a noxious or offensive activity; or

(b) make or allow noise in a Lot or on Common Property that will interfere with the quiet enjoyment of another Lot or the Common Property by others.

4.4 Appearance

(a) A person may not display a sign or notice on part of a Lot or on Common Property in any manner whatsoever so it is visible from outside the Lot without the prior written approval of the Owners Corporation;

(b) A person whom erects signage without prior written permission of the Owners Corporation will upon notice from the Manager or their servants or agents, immediately remove the signage. Should the Lot Owner or Occupier not remove the signage within 48 hours of written advice, the Lot Owner or Occupier consents to the Owners Corporation's contractor accessing the Lot to arrange removal of the same. The cost of the removal will be invoiced to the Lot Owner or Occupier for reimbursement to the Owners Corporation.

4.5 Auctions

A Lot Owner must not permit any auction sale to be conducted or to take place in the Lot or within the Common Property without the prior approval in writing of the Owners Corporation.

4.6 Animals

(a) A Lot Owner and an Occupier must not keep animals unless:

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 13 of 35

OC046199P
25/11/2019 $49.20 OCR

(i) the Lot Owner or the Occupier complies with this Rule;

(ii) the animal is kept on a leash and muzzled or in a locked carrier designed for the sole purpose of carrying animals whenever outside the Lot;

(iii) registered as is required by law from time to time and all animals must wear any registration tag and identification tag clearly showing the Lot Owner, Occupier, or invitee's address and telephone number;

(iv) vaccinated, wormed and treated for fleas;

(v) free from communicable disease; and

(vi) the Lot Owner or Occupier gives the Owners Corporation prior details of the pet including without limitation the breed, approximate age and registration where applicable.

(b) A Lot Owner or an Occupier Lot may only keep an animal on its Lot with the consent of the Owners Corporation, which consent must not be reasonably withheld. For the sake of clarity, under no circumstances must a Lot Owner or an Occupier have more than one pet and no pet must be greater than 10kg in weight.

(c) If any animal causes a nuisance, the Owners Corporation may give notice to remove the animal from a Lot or Common Property (or both). A Lot Owner or an Occupier must remove the animal from a Lot or the Common Property immediately upon receipt of the notice of the Owners Corporation.

(d) A Lot Owner and an Occupier must ensure that any animal in their control does not urinate or defecate on the Common Property and must be responsible to clean any mess caused by their animal immediately.

(e) A Lot Owner and an Occupier must ensure that any animal in its control is kept on a lead, if a dog or a cat in a cage or similar, when on Common Property.

(f) Rule 4.7(c) does not apply to an animal which assists a person with an impairment or disability, however, the Owners Corporation may require a Lot Owner or an Occupier of such animal to take reasonable steps to prevent the occurrence of any nuisance or damage in accordance with these Rules.

4.7 Section 173 Agreement

The Owners Corporation must comply, and must to the extent applicable, procure that each Lot Owner and any Occupier complies, with all the obligations of any Section 173 Agreement.

4.8 Local Laws

The Owners Corporation, a Lot Owner, an Occupier and invitees must comply with all Local Laws.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 14 of 35

OC046199P
25/11/2019 $49.20 OCR

5. Balconies, Terraces, Courtyards and external appearance

5.1 A Lot Owner must not and must ensure that the Occupier does not:

(a) allow any balcony, terrace, courtyard or open area forming part of a Lot to become unkempt, or unsightly;

(b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Lot that affects the outward appearance of the Lot;

(c) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on Common Property.

(d) install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written consent from the Owners Corporation;

(e) keep any plants, planter boxes or pots on any balcony, terrace or courtyard that are not maintained in good health and condition and further that the size and type of plant must not extend beyond the boundary of the Lot or obstruct the views from another Lot;

(f) construct or erect any sheds, kennels or structures of any nature or description on any balcony, terrace or courtyard without having first obtained the written consent of the Owners Corporation;

(g) install any external wireless, television aerial, sky dish receiver, satellite disk or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;

(h) install any air-conditioning unit in a Lot or on a balcony, terrace or courtyard without having received prior written permission from the Owners Corporation;

(i) hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation.

(j) obstruct entrance to a Lot or balcony, terrace, courtyard or open area from the Manager or Owners Corporation's contractor for the purposes of maintenance or cleaning of the Building structure including glass on balconies, box gutters or any emergency repairs; or

(k) paint, finish or otherwise alter the external façade of any Building or improvement forming part of the Common Property or their Lot.

5.2 A Lot Owner and an Occupier must ensure that any outdoor furniture or other items allowed by the Owners Corporation and left on a courtyard, terrace, exterior or other balcony area is suitable for the conditions with which they are stored, and will be unable to be shifted, moved or otherwise lifted during high wind or weather conditions causing a safety risk to nearby Property and persons.

5.3 A Lot Owner and an Occupier agrees that should damage be incurred to any Owners Corporation property or to the Common Property as a result of a failure to adhere to this

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 15 of 35

OC046199P
25/11/2019 $48.20 OCR

rule, that the Owners Corporation will not be responsible for payment of any insurance claim excess and the Lot Owner or Occupier will reimburse the Owners Corporation for any other loss incurred as a result of a failure to adhere to this rule.

6. Relocations, Deliveries, and moving of articles

6.1 A Lot Owner must not, and must ensure that an Occupier does not:

(a) give less than 48 hours' notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;

(b) the Owners Corporation reserves the right to turn away any Lot Owner or Occupier who has not provided the appropriate notice and the Owners Corporation will not be responsible for any loss of income or monies incurred as a result of the failure of the Lot Owner or the Occupier to adhere to the minimum notice period;

(c) arrange for deliveries of any kind or nature unless the Lot Owner or the Occupier is at or on the premises to accept and arrange for the same at the sole cost and liability of the Lot Owner or the Occupier;

(d) ensure that the loading and unloading of vehicles must be made entirely within the Land at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the Regulations made by the Owners Corporation from time to time;

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

(f) use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation; or

(g) allow moving boxes or other associated rubbish from deliveries or moves to be disposed of by the Owners Corporation or within the Owners Corporation rubbish area. All moving boxes or associated rubbish must be removed by the Lot Owner, the Occupier, or their removalist, and must not be disposed of in any Common Property or common rubbish area at any time.

7. Building Works

7.1 A Lot Owner must not, and must ensure that the Occupier does not undertake any building works to a Lot, except in accordance with the following requirements:

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 16 of 35

OC046199P
25/11/2019 $49.20 OCR

(a) A Lot Owner or an Occupier must give notice to the Owners Corporation of any application by the Lot Owner or the Occupier for a building permit or planning permit or the certification of a plan of subdivision affecting the Lot;

(b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant Laws have been obtained and copies of which have been given to the Manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

(c) must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other Lot Owners and Occupiers.

7.2 The Lot Owner or the Occupier must not proceed with any such works until:

(a) plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure, services or the fire or acoustic ratings of any component of the Building are submitted to the Owners Corporation;

(b) further particulars of those proposed works as requested, are provided to the Owners Corporation to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and

(c) written approval for those works is received from the Owners Corporation whose permission for the same will not be unreasonably withheld.

7.3 The Lot Owner or the Occupier must ensure that they, including any 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 Building protection, delivery of materials, insurances, parking of vehicles, disposal of waste and hours of work.

7.4 The Lot Owner or the Occupier must ensure that any 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.

7.5 The Lot Owner or the Occupier must supply to the Owners Corporation a copy of any servants, agents and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.

7.6 The Lot Owner or the Occupier must immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Lot Owner or Occupier of Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the Lot Owner or the Occupier.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 17 of 35

OC046199P
25/11/2019 14920 OCR

7.7 The Lot Owner or the Occupier must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

7.8 The Lot Owner or the Occupier 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 the Lot Owner or the Occupier or their respective tenants, licensees, lessees or invitees.

8. Common Property

8.1 Alterations to a Lot and Common Property

(a) Alterations - Lot

A Lot Owner and an Occupier must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

(b) Alterations - Common Property

A Lot Owner and an Occupier must not:

(i) alter;

(ii) paint or otherwise mark;

(iii) core into concrete slabs;

(iv) drive nails or anything else into; or

(v) otherwise damage or deface;

any structure (including any irrigation equipment or piping) forming part of the Common Property except with the prior written consent of the Owners Corporation.

(c) Interference - Common Property

A Lot Owner and, an Occupier must not:

(i) damage a lawn or garden;

(ii) damage or remove any plant or part of a plant; or

(iii) interfere with the operation of irrigation;

on Common Property.

(d) Damage to landscaping on Common Property

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 18 of 35

OC046199P
25/11/2019 $49.20 OCR

A Lot Owner and an Occupier must not:

(i) damage any of the landscape situated upon the Common Property; or

(ii) except with the prior written consent of the Owners Corporation use for a Lot Owner's or an Occupier's own purpose as a garden any of the Common Property.

(e) **Maintenance**

A Lot Owner and an Occupier must:

(i) maintain in good condition and repair the exterior of the Lot and Building including (without limitation) all fences, walls, windows, gates, sidewalls, walkways within a Lot;

(ii) make any necessary arrangements for supply of sufficient water for the maintenance and irrigation of all landscaping within a Lot and pay for such water;

(iii) take all practicable steps to prevent infestation of the Lot by vermin or insects; and

(iv) grant access to the Owners Corporation its servants and or agents upon the Lot Owner or Occupier being given seven days prior written notice, the right of access to any balcony, terrace, courtyard or open space forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation.

8.2 Vehicles, Driveways, Ramps and Car Park

(a) A Lot Owner and an Occupier must not, and must ensure that its invitees do not, unless in the case of an emergency:

(i) use any part of a car parking space other than to park a vehicle;

(ii) store any goods and chattels in a car parking space or on the Common Property without the prior written consent of the Owners Corporation;

(iii) park or leave a vehicle:

(A) on the Common Property; or

(B) in a car parking space owned by other Lot Owners;

(iv) park or leave a vehicle so as to obstruct a car parking space or the Common Property;

(v) permit bicycling, rollerblading, skate boarding, roller skating, or ball games in any car parking space or on the Common Property;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 19 of 35

OC046199P
25/11/2019 $49.20 OCR

(vi) interfere with the operation, function or control of the electronic vehicle access gate;

(vii) wash, clean, service or repair any vehicle in any car parking space or on the Common Property;

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

(ix) permit anything to be done that must cause or be a nuisance or disturbance to users of any car parking space or on the Common Property;

(x) permit any bicycle to be brought into the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or the Manager from time to time;

(xi) park motor bikes or scooters in areas other than in designated areas as provided for by the Owners Corporation;

(xii) fail to comply with any directions of the Owners Corporation, including through the Manager, in relation to car parking;

(xiii) load or unload vehicles so as to cause interference to other vehicles or vehicular or pedestrian traffic, and then only in strict compliance with any rules of use; or

(xiv) in the case of invitees, park or leave a vehicle, or permit a vehicle to be parked or left in or on any place, other than an area set aside and marked for visitors parking, and then only for the maximum time identified and in strict compliance with any rules of use.

(b) Any vehicle required to conduct building or other trade works on the Building must obtain the prior approval of the Manager and, only upon obtaining such approval, may be parked in the area designated by the Manager.

(c) RACV or similar road service vehicles and personnel may utilise any part of the Common Property and or a car parking space for the purposes of recharging or replacing a motor vehicle's battery.

(d) The Owners Corporation will have no liability for any theft, damage to, or personal injury related to, vehicles whether parked or mobile in a car parking space or on the Common Property.

(e) The Owners Corporation may, at its discretion, deny access to a car parking space or on the Common Property to any driver who is unable to produce a Security Fob.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 20 of 35

OC046199P
25/11/2019 $49.20 OCR

(f) A Lot Owner and an Occupier must comply with all directional signs and the speed limit of 8 kph must be observed at all times by all vehicles whilst on Common Property.

(g) The Owners Corporation is not responsible and has no liability for:

(i) any damage sustained by a driver's vehicle while on the Common Property;

(ii) any damage sustained to a Lot Owner's or an Occupier's storage cage, the storage rooms or the contents therein; and

(iii) the theft of any vehicle or its contents, a bicycle or other chattels.

(h) Should a Lot Owner or an Occupier become informed or otherwise aware of a breach of these Rules, the Lot Owner or the Occupier must advise the Owners Corporation, within a reasonable time.

8.3 Car Park Stacker

(a) A Lot Owner and an Occupier of a Car Park Stacker must:

(i) observe and comply with all directions given by the Owners Corporation and all traffic signs, signals and notices displayed by the Owners Corporation in connection with the day-to-day use of the Car Park Stacker space and to deal only with the Owners Corporation, or as otherwise directed from time to time by the Owners Corporation;

(ii) not to bring into the Car Park Stacker space at any time any petroleum or other inflammable, volatile or explosive oils, substances or dangerous goods other than petroleum or liquid petroleum gas in the fuel tank and oil in the mechanism of any car;

(iii) not to use the Car Park Stacker space or do or allow anything to be done so as to render payable any increased or extra premium for the insurance for the Building or the Car Park Stacker space or its contents against any insurable risk or which might render void or voidable any policy of insurance;

(iv) not to cause any nuisance, damage, obstruction, annoyance or inconvenience to the occupiers of the Building or use the Car Park Stacker space in such a way to cause damage, obstruction, inconvenience or annoyance to the Owners Corporation or other persons using the car park or Car Park Stacker space or their servants or agents or cause damage to any property of any person which is situated in or about Car Park Stacker space;

(v) not to carry out any repairs or washing of cars in the Car Park Stacker space except at such times and in such places and under such conditions as the Owners Corporation may agree to in its absolute discretion; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 21 of 35

OC046199P
25/11/2019 $49.20 OCR

(vi) not to fill or drain petrol tanks of any car in the Car Stacker space except at such times and under such conditions as the Owners Corporation may agree to in its absolute discretion.

(b) A Lot Owner and an Occupier of a Carpark Stacker space are liable for and to the fullest extent permitted by law to indemnify the Owners Corporation and its employees, agents and contractors from and against all claims that may occur or arise out of or incidental to the exercise or attempted exercise by the Lot Owner or Occupier's use of any Carpark Stacker space or the car park including, without limitation, loss, damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the car park, the Car Park Stacker space and the Car Park Stacker mechanism by the Lot Owner or the Occupier.

(c) A Lot Owner or Occupier and any persons with Car Park Stacker spaces must allow access to all contractors as appointed by the Manager for the servicing and maintenance of the Car Park Stacker space.

(d) A Lot Owner or an Occupier and any persons with Car Park Stacker spaces must ensure that the Car Park Stacker spaces are only used by persons having successfully completed an induction course in the use of the Carpark Stacker space. Any Car Park Stacker space induction course must be undertaken by a company approved by the Owners Corporation.

9. Insurance and related matters

9.1 **Restrictions**

A person must not bring to, do or keep anything on a Lot which:

(a) will increase the rate of premium for insurance on another Lot or the Common Property; or

(b) conflicts with Laws relating to fire or any insurance policy on another Lot or the Common Property.

9.2 **Insurance**

A Lot Owner must ensure that any improvements within a Lot are in compliance with all Laws and legal requirements.

9.3 **Insurance premiums**

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

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 22 of 35

OC046199P
25/11/2019 $49.20 OCR

(b) A Lot Owner must, if the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

10. Security

10.1 Common Property Security

The Owners Corporation may arrange and operate a security system to monitor the land affected by the Owners Corporation.

10.2 The Owners Corporation:

(a) is responsible for control of the security system; and

(b) may employ servants, agents or contractors to operate the system.

10.3 Security Arrangements

The security arrangements may, at the discretion of the Owners Corporation, include without limitation the following:

(a) the issue of Security Fobs upon conditions, including payment of a deposit;

(b) the right (upon complaint) to remove any person from a Lot or the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;

(c) the right to enter upon any part of a Lot or the Common Property for the purpose of maintaining its security;

(d) the right of admission to any person subject to limits on the time of use and the parts of Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(e) that parts of the Common Property are secured against entry as approved by the Owners Corporation by unauthorised persons; and

(f) that security patrols, locks and other security devices or procedures are used to implement or operate it.

10.4 Security

The Owners Corporation may:

(a) erect, maintain and cause to be operated security measures by security officers for the purpose of regulating or prohibiting access to any part of the Common Property where Owners Corporation approval has been given to restrict access;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 23 of 35

OC046199P
25/11/2019 $49.20 OCR

(b) delegate to security officers the function of deciding whether to grant permission for access to any part of the Common Property. Any delegation will not limit the power of the Owners Corporation to grant such permission. The Owners Corporation may revoke a delegation at any time within reason; and

(c) grant a conditional approval for access to any part of the Common Property and without limitation may only allow access to parts of the Common Property during specified times as approved by Owners Corporation. A person who has the permission of the Owners Corporation is entitled to access to any part of the Common Property to the extent of that approval.

10.5 Owners Corporation Liability

The Owners Corporation is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:

(a) the security system is not operating;

(b) the security system fails to operate as intended; or

(c) the land affected by the Owners Corporation is entered onto by an invitee of a Lot Owner or Occupier.

10.6 Security Cameras and Devices

A Lot Owner may not and may not permit any Occupier to erect any sign or display that may interfere or impede the view of any security camera, system or device.

10.7 Security Fobs

(a) The Owners Corporation may determine the number of Security Fobs and security devices for a Lot Owner and an Occupier free of charge to access the Common Property.

(b) The Owners Corporation may charge a fee for any number of Security Fobs or security devices issued in excess of the number allocated by it for a Lot Owner and an Occupier.

(c) The Security Fobs belong to the Owners Corporation.

(d) A Lot Owner or Occupier must:

(i) take all reasonable steps not to lose the Security Fobs or security devices given to it by the Owners Corporation;

(ii) return the Security Fobs and security devices to the Owners Corporation if the Lot Owner or Occupier no longer needs them or if Lot Owner no longer owns a Lot;

(iii) notify the Owners Corporation immediately if a Lot Owner loses a Security Fob or security device; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 24 of 35

OC046199P
25/11/2019 $49.20 OCR

(iv) at the Lot Owner's cost replace any Security Fob which is issued to the Lot Owner by the Owners Corporation.

(e) A Lot Owner and an Occupiers must not, without the prior written consent of the Owners Corporation:

(i) copy Security Fobs or security devices;

(ii) permit the Security Fobs or security devices to be copied; or

(iii) give the Security Fobs or security devices to someone who is not a Lot Owner or an Occupier without the prior written consent of the Owners Corporation.

11. Garbage Collection

11.1 **Lot Owner's Duties**

A Lot Owner and an Occupier must:

(a) maintain on the Lot in a clean and dry condition and adequately covered, a receptacle for garbage which is not visible from outside the Lot;

(b) at all times protect garbage deposited in the chute against the attraction of flies or other vermin by wrapping the garbage in paper or other suitable material;

(c) thoroughly cleanse and deodorise the receptacle regularly as and when considered necessary;

(d) at all times keep the proper lid (of correct fit) on the receptacle;

(e) not place or caused to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not garbage;

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

(g) reimburse the Owners Corporation for any expenditure related to the disposal of inappropriate materials such as hard rubbish dumped on any Common Property or in the immediate surrounds of the Building.

(h) dispose of any hard rubbish or items such as gas bottles, chemicals, car parts or other items that cannot be appropriately removed from site within the waste management plan of the Building as determined by the Owners Corporation from time to time.

(i) ensure the receptacle is not overloaded to more than the maximum weight for the receptacle; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 25 of 35

OC046199P
25/11/2019 $49.20 OCR

(j) ensure the receptacle is placed at the nominated collection point on collection days and promptly returned to the Lot following collection on the collection day;

(k) where relevant, ensure the use of the double chute system (recyclable and normal waste chutes) located at the Refuse Room on the Common Property of every floor for the Building, or the common garbage room are used for the purposes for which they are intended; and

(l) comply with all Laws relating to the disposal of garbage.

12. Notice of Accidents/Damage to Property

12.1 **Notice**

A Lot Owner and Occupier must notify the Owners Corporation promptly of any accident or death that may arise in the Land or Common Property and any such accident must be recorded in an incident report log and kept on file. A Lot Owner and an Occupier must notify the Owners Corporation promptly of any accident to or defect in any water pipes, gas pipes, electric installations, fixtures or any other utility infrastructure which comes to the Lot Owner's or an Occupier's knowledge.

13. Contractors

13.1 **No instruction**

A Lot Owner and an Occupier must not directly instruct any contractors or workers employed by the Owners Corporation unless specifically authorised to do so.

13.2 **Owners Corporation Representative**

All requests for the Owners Corporation to consider giving directions on a particular matter to a contractor or worker must be directed to the Manager, who will in turn refer the request to the Owners Corporation for determination.

13.3 **Site Inductions**

Any contractors commissioned to commence work in the Land or on Common Property must complete a site induction and submit a plan of works for approval before any such works may occur. The Owners Corporation will reply in writing when the works are approved and any isolations have been organised.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 26 of 35

OC046199P
25/11/2019 $49.20 OCR

14. Notification of Infectious Diseases

14.1 Notice

A Lot Owner and an Occupier must, if any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Owners Corporation.

14.2 Expenses

A Lot Owner and an Occupier must pay to the Owners Corporation the expenses of disinfecting or isolating the affected Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

15. Owners Corporation Rules and Notices

15.1 Notices to be Observed

Each Lot Owner and Occupier must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

15.2 Rules to be Accessible

A copy of these Rules (including Rules made under them or a precis of them approved by the Owners Corporation) must be exhibited, documented and made available at any given time from the management office or concierge desk in each Lot in a prominent place in any Lot made available for letting and contained in any lease of the Lot.

15.3 Flammable Materials

A Lot Owner or an Occupier must not, without the Owners Corporation's written consent, use or store any chemicals, burning fluids, acetylene gas or alcohol in a Lot or on Common Property nor in any other way cause or increase a risk of fire or explosion in a Lot or the Common Property.

15.4 Maintenance and Upgrading of Services

(a) Maintenance

The Owners Corporation may from time to time arrange for the maintenance and upgrading of telecommunications or other utility services provided to a Lot or a series of Lots.

(b) Payment

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 27 of 35

OC046199P
25/11/2019 $49.20 OCR

The Lot Owner or Occupier of any Lot that receives the benefit of the services must pay on demand by the Owners Corporation the proportion of the cost of providing those services and maintenance and upgrade of those services from time to time.

(c) **Disconnection**

If a relevant Lot Owner or Occupier does not do so, the Owners Corporation may authorise the disconnection of any or all of the services provided to the Lot.

16. Retail/Commercial Lot

16.1 A Lot Owner and an Occupier of a Retail/Commercial Lot must:

(a) maintain its furniture, equipment and other miscellaneous items in a neat and clean condition at all times, so as not to detrimentally impact the overall appearance of the Building;

(b) remove rubbish at its own cost and in the manner prescribed by the Owners Corporation (which may change from time to time);

(c) maintain any areas licensed or leased by a Lot Owner or an Occupier of a Retail/Commercial Lot from the Owners Corporation in a neat and clean condition at all times;

(d) pay all costs associated with cleaning, repairs and maintenance of areas licensed or leased by a Lot Owner or an Occupier of a Retail/Commercial Lot;

(e) maintain any kitchens, staff rooms, bathrooms, storerooms and garbage storage areas contained in Common Property in a presentable condition and ensure the Manager is immediately notified of any faults with the equipment or services;

(f) operate lawfully;

(g) obtain each and every permit, liquor licence or other consent required;

(h) operate within the terms of any such liquor licence, permit or consent; and

(i) operate within the parameters set out in any lease agreement.

16.2 **Signage / Notices**

Subject to these Rules, a Lot Owner and an Occupier of a Retail/Commercial Lot may erect or affix any signage or notices to the interior or exterior of a Retail/Commercial Lot provided:

(a) written consent is obtained from the Owners Corporation;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 28 of 35

OC046199P
25/11/2019 $49.20 OCR

(b) is only for the purpose of identifying the business carried on from the Retail/Commercial Lot and the hours of operation of the business;

(c) a lease or license agreement is obtained where any signage or notices is erect or affixed to Common Property; and

(d) complies with the requirements of the relevant authorities.

16.3 Restrictions – Conducting Trade

A Lot Owner and an Occupier of a Retail/Commercial Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

(a) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;

(b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and

(c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Lot Owners or Occupiers of other lots.

17. Support and provision of services

17.1 Metering of services

Where a Lot Owner's Lot is not separately metered in relation to service, including but not limited to gas, electricity and water, the Lot Owner must pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing Lot Owner's unit liability with respect to the Lot Owner's Lot by the total unit liability of all lots serviced jointly and by no other reference.

17.2 Provision of services

A Lot Owner must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing a Lot Owner's Lot, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

17.3 Support of services

(a) A Lot Owner must not do anything or permit anything to be done to Lot Owner's Lot or Common Property, without the written consent of the Owners Corporation, so that:

(i) any support or shelter provided by a Lot Owner's Lot or the Common Property for any other Lot or the Common Property is interfered with;

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 29 of 35

OC046199P
25/11/2019 $49.20 OCR

(ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or

(iii) the passage or provision of services through the Lot Owner's Lot or the Common Property is interfered with.

17.4 Apportionment of costs of services

(a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot Owner or Occupier that is more than the amount that the supplier would have charged the Lot Owner or Occupier for the same goods or services.

(b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or the Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot Owner or the Occupier from the relevant supplier.

(c) Rule 17.4(b) does not apply if the concession or rebate:

(i) must be claimed by the Lot Owner or the Occupier and the Owners Corporation has given the Lot Owner or the Occupier an opportunity to claim it and the Lot Owner or the Occupier has not done so by the payment date set by the relevant supplier; or

(ii) is paid directly to the Lot Owner or the Occupier as a refund.

18. Storage

18.1 Storage and placement of bicycles and personal items

(a) A Lot Owner and an Occupier must not store or permit to be stored any bicycle to be:

(i) stored other than in the area designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks; or

(ii) brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation.

(b) A Lot Owner or the Occupier cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building.

(c) A Lot Owner and an Occupier must not permit any personal items to be:

(i) placed, located or positioned either on a permanent or a temporary basis unless stored in an allocated locker; or

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 30 of 35

OC046199P
25/11/2019 $49.20 OCR

(ii) stored for any length of time;

on Common Property without the prior written consent of the Owners Corporation.

19. Fire control

19.1 A Lot Owner and an Occupier must not:

(a) keep flammable material on Owner's Lot or any part of Common Property except as permitted by these Rules;

(b) interfere with fire safety equipment; or

(c) obstruct fire stairs or fire escapes.

19.2 A Lot Owner and an Occupier must:

(a) comply with all Laws about fire control;

(b) ensure all fire safety equipment in Owners' Lot or on parts of Common Property is at all times operational; and

(c) take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.

19.3 The Owners Corporation reserves the right to seek costs from a Lot Owner or an Occupier for false alarm call outs to the fire brigade caused by intentional or negligent acts.

20. Manager

20.1 **Manager**

(a) If the Owners Corporation has appointed a Manager and given notice of that appointment to a Lot Owner, the Lot Owner is entitled to and must assume the Manager is entitled to take any action on behalf of the Owners Corporation under these Rules.

(b) A person must not interfere with or stop the Manager from:

(i) performing its obligations or exercising its rights under their agreement with the Owners Corporation; or

(ii) using Common Property that the Owners Corporation permits them to use.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 31 of 35

OC046199P
25/11/2019 $49 20 OCR

20.2 Consent of Owners Corporation

(a) Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to the Act may be given:

(i) by the Owners Corporation at a Committee meeting; and

(ii) by any person to whom the Owners Corporation has delegated the power or function, including but not limited to a Committee or member of a Committee or the Manager.

(b) The Owners Corporation may apply conditions to any consent given under these Rules and a Lot Owner and an Occupier must ensure that all the conditions are complied with.

(c) The Owners Corporation may revoke any consent given under these Rules if a Lot Owner or an Occupier do not comply with:

(i) any conditions attached to the consent; or

(ii) the Rules pursuant to which the consent was given.

21. Notices and compliance

21.1 Address of new owners

(a) A Lot Owner who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.

(b) A person who acquires a Lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.

21.2 Address of absent owners

(a) A Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than three months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

(b) If an address in Australia has not been nominated under Rule 21.2(a), service may be effected:

(i) by posting the notice to the last known address of the Lot Owner in Australia; or

(ii) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate.

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:31 Page 32 of 35

OC046199P
25/11/2019 $49.20 OCR

21.3 Advice to Occupiers

A Lot Owner who does not occupy his or her lot must give the Occupier of the Lot a copy of the Rules of the Owners Corporation and associated annexures at the commencement of occupation.

21.4 Duties of Occupiers

An Occupier:

(a) must comply with this Act, the Regulations and the Rules of the Owners Corporation; and

(b) must not use or neglect the Common Property or permit it to be used or neglected in a manner that is likely to cause damage or deterioration to the Common Property.

21.5 Non-Compliance

A Lot Owner and Occupier who has not complied with these Rules after service of a notice by the Owners Corporation specifying any non-compliance, agrees to the following in addition to any other rights that the Owners Corporation has under these Rules or the Act:

(a) to allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify any non-compliance where the non-compliance relates to performance of any works required to be performed by a Lot Owner and Occupier under these Rules;

(b) if the Owners Corporation exercises its power to rectify non-compliance, to pay to the Owners Corporation any charges levied against the Lot Owner and Occupier in respect of the costs of the works performed as a result of the non-compliance;

(c) to accept a certificate signed by the Manager of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation to rectify the Lot Owner's and Occupier's non-compliance with the Rules;

(d) to pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* on all monies outstanding under these Rules (including the non-payment of any Owners Corporation fees) until they are paid; and

(e) that any payments made for the purposes of these Rules will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

21.6 Recovery of Costs

(a) A Lot Owner and an Occupier must pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:32 Page 33 of 35

OC046199P
25/11/2019 $49.20 OCR

Owners Corporation management fees, plus any GST properly chargeable in respect of these costs) in connection with:

(i) recovering levies or monies payable to the Owners Corporation pursuant to the Act or these Rules duly levied upon the Lot Owner by the Owners Corporation or otherwise pursuant to these Rules;

(ii) all legal and other proceedings concluded by way of settlement or court determination in favour of the Owners Corporation taken by or against the Lot Owner or the Occupier; or

(iii) costs and expenses (including solicitor and own client costs and Owners Corporation management fees) incurred by the Owners Corporation to enforce a Rule or make good any damage incurred by a breach of these Rules by the Lot Owner or the Occupier or that person's invitees (including tenants) and incurred in recovery of those costs-and-expenses.

(b) The amount of any such costs will be deemed to be a liquidated debt due by the Lot Owner or the Occupier to the Owners Corporation.

(c) If the Lot Owner or the Occupier fails to pay such costs upon demand, the Owners Corporation:

(i) may take action for the recovery of those costs in a court of competent jurisdiction, and;

(ii) may enter such costs and expenses against the levy account of the Lot Owner.

(d) The Owners Corporation may include any costs payable to it under this Rule on any certificate issued in respect of the Lot pursuant to the Act, including but not limited to a notation of unpaid insurance premiums.

21.7 **Recovery of Expenditure**

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these Rules by a Lot Owner or an Occupier or an invitee of either of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Lot Owner or the Occupier at the time when the breach occurred.

22. Complaints and dispute resolution

22.1 **Complaints**

(a) A Lot Owner, an Occupier or the Manager may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:32 Page 34 of 35

HWL EBSWORTH
LAWYERS

OC046199P
25/11/2019 $49.20 OCR

(i) a Lot Owner;

(ii) an Occupier; or

(iii) Manager.

(b) All complaints must be:

(i) in writing; and

(ii) in the approved form as required by Laws from time to time.

(c) All complaints must be brought to the attention of:

(i) the Committee, if such a Committee has been elected; or

(ii) the Owners Corporation in all other circumstances.

(d) The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.

(e) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

22.2 **Dispute resolution**

(a) The Owners Corporation or the Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within 14 working days of the complaint coming to the attention of the parties.

(b) The Owners Corporation or the Committee cannot take any action with regard to the complaint until:

(i) a meeting of the parties to the dispute has been organised to discuss the dispute;

(ii) it is satisfied that the dispute remains unresolved;

(iii) it is deemed that the Owners Corporation or the Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Committee;

(iv) a party to the dispute may appoint a person to act or appear on his or her behalf at the meeting;

(v) if the dispute is not resolved, the Committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act; and

Delivered by LANDATA®. Land Use Victoria timestamp 05/12/2019 15:32 Page 35 of 35

this process is separate from and does not limit any further action under Part 10 of the Act as amended or replaced from time to time.

OC046199P
25/11/2019 14920 OCR

23. GST

23.1 Definition

For the purposes of this Rule:

(a) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature; and

(b) Primary Payment means any payment or consideration given by a Lot Owner or an Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Lot Owner or an Occupier to the Owners Corporation in connection with any supply of any goods and services.

23.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Lot Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Lot Owner is required to pay the Primary Payment in respect of which the GST relates.

PROPERTY REPORT

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot. 205 PS814738

LOCAL GOVERNMENT (COUNCIL)
Whitehorse

LEGAL DESCRIPTION
205\PS814738

COUNCIL PROPERTY NUMBER
283379

LAND SIZE
1,486m² Approx

ORIENTATION
West

FRONTAGE
48.15m Approx

ZONES
C1Z - Commercial 1 Zone

OVERLAYS
DCPO - Development Contributions Plan Overlay - Schedule 1
DDO - Design And Development Overlay - Schedule 8

State Electorates

LEGISLATIVE COUNCIL
North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Box Hill District

Schools

CLOSEST PRIVATE SCHOOLS
St Thomas the Apostle School (429 m)
SEDA College (Victoria) - Cricket Australia - Box Hill (1265 m)
St Luke the Evangelist School (1635 m)

CLOSEST SECONDARY SCHOOLS
Blackburn High School (1203 m)

CLOSEST PRIMARY SCHOOLS
Blackburn Primary School (618 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 127 Homes

COUNCIL AVERAGE
1 in 120 Homes

STATE AVERAGE
1 in 76 Homes

Council Information - Whitehorse

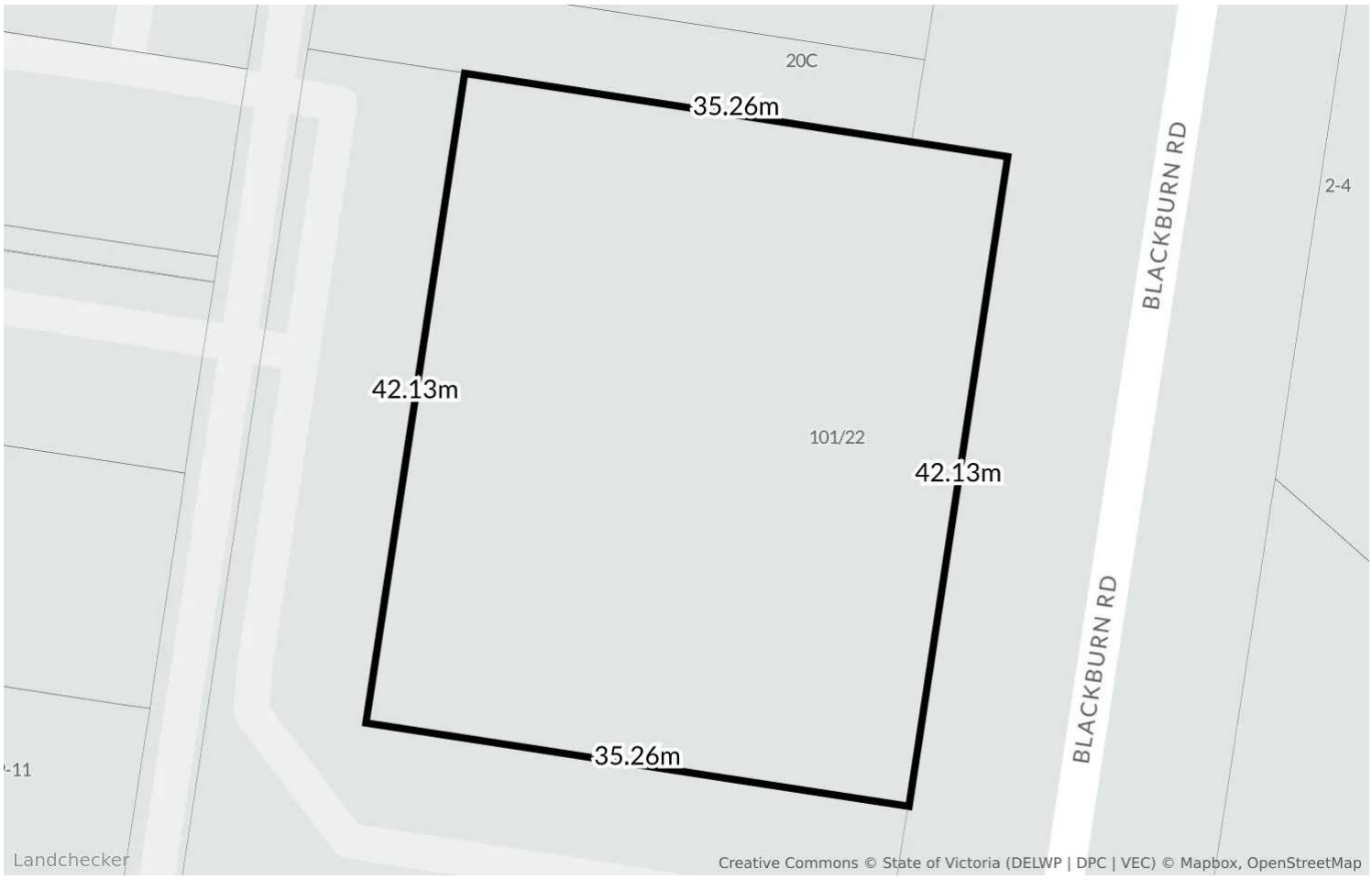
PHONE
03 9262 6303 (Whitehorse)

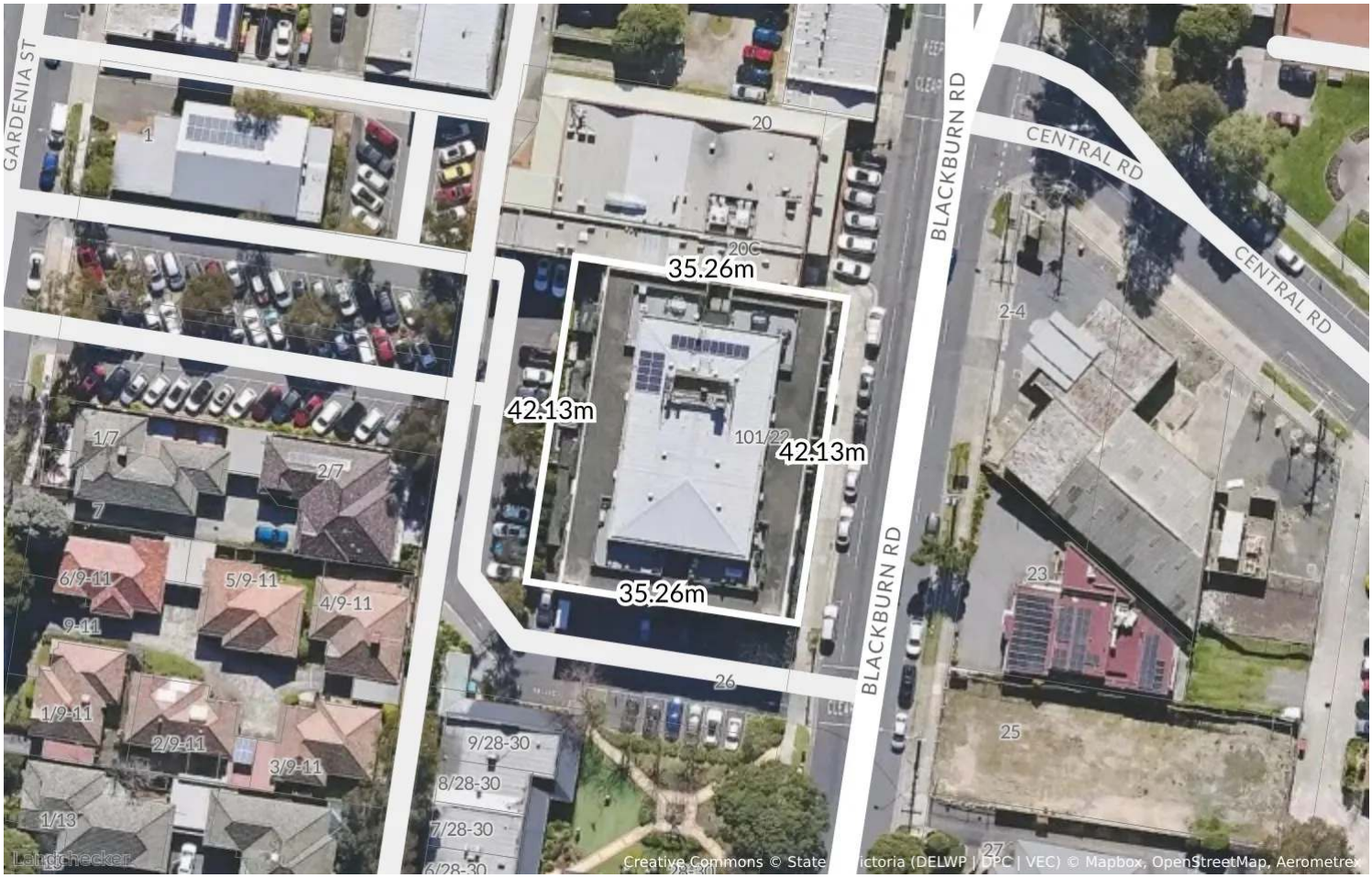
WEBSITE
http://www.whitehorse.vic.gov.au/

EMAIL
customer.service@whitehorse.vic.gov.au

Copyright landchecker.com.au © 2025

SITE DIMENSIONS





Copyright landchecker.com.au © 2025

RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	GC223	20/10/2025	The amendment updates the North East Link Project Incorporated Document December 2019 to allow buildings and works for the tunnel at five properties in Bulleen to be undertaken at a depth up-to 10 metres below surface level, rather than the existing 15 metre limit.
APPROVED	VC296	16/10/2025	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.
APPROVED	VC275	15/10/2025	The amendment introduces a planning exemption for outdoor dining on public land
APPROVED	VC286	15/10/2025	The Amendment changes the VPP and all planning schemes in Victoria by removing the requirement for a planning permit for licensed premises.
APPROVED	GC244	15/10/2025	Amends the extent of the existing Specific Controls Overlay ? Schedule 15 (SCO15) boundary between Dingley Bypass, Clarinda and Bourke Road, Clayton South.
APPROVED	VC258	15/10/2025	The amendment improves the operation of the existing Development Facilitation Program (DFP) planning provisions at clauses 53.22 and 53.23 and expands the program eligibility to include gas projects and saleyards.
APPROVED	VC288	18/09/2025	The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.
APPROVED	VC289	14/09/2025	Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.
APPROVED	VC292	11/09/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.
APPROVED	C258whse	10/09/2025	Extends the expiry date of the interim Schedule 9 to the Significant Landscape Overlay (SLO9) until 16 June 2026.
APPROVED	VC268	04/09/2025	Amendment VC268 is required to give effect to the Victorian Transmission Plan and update strategies to facilitate renewable energy development in declared renewable energy zones. Changes to references to the Climate Action Act 2017 are required to ensure that planning schemes are accurate.

Copyright landchecker.com.au © 2025

Status	Code	Date	Description
APPROVED	VC283	01/09/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.
APPROVED	VC279	20/08/2025	The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.
APPROVED	VC282	13/08/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	VC280	13/08/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	VC281	13/08/2025	Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murron) Act 2017.
APPROVED	VC276	01/08/2025	Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.

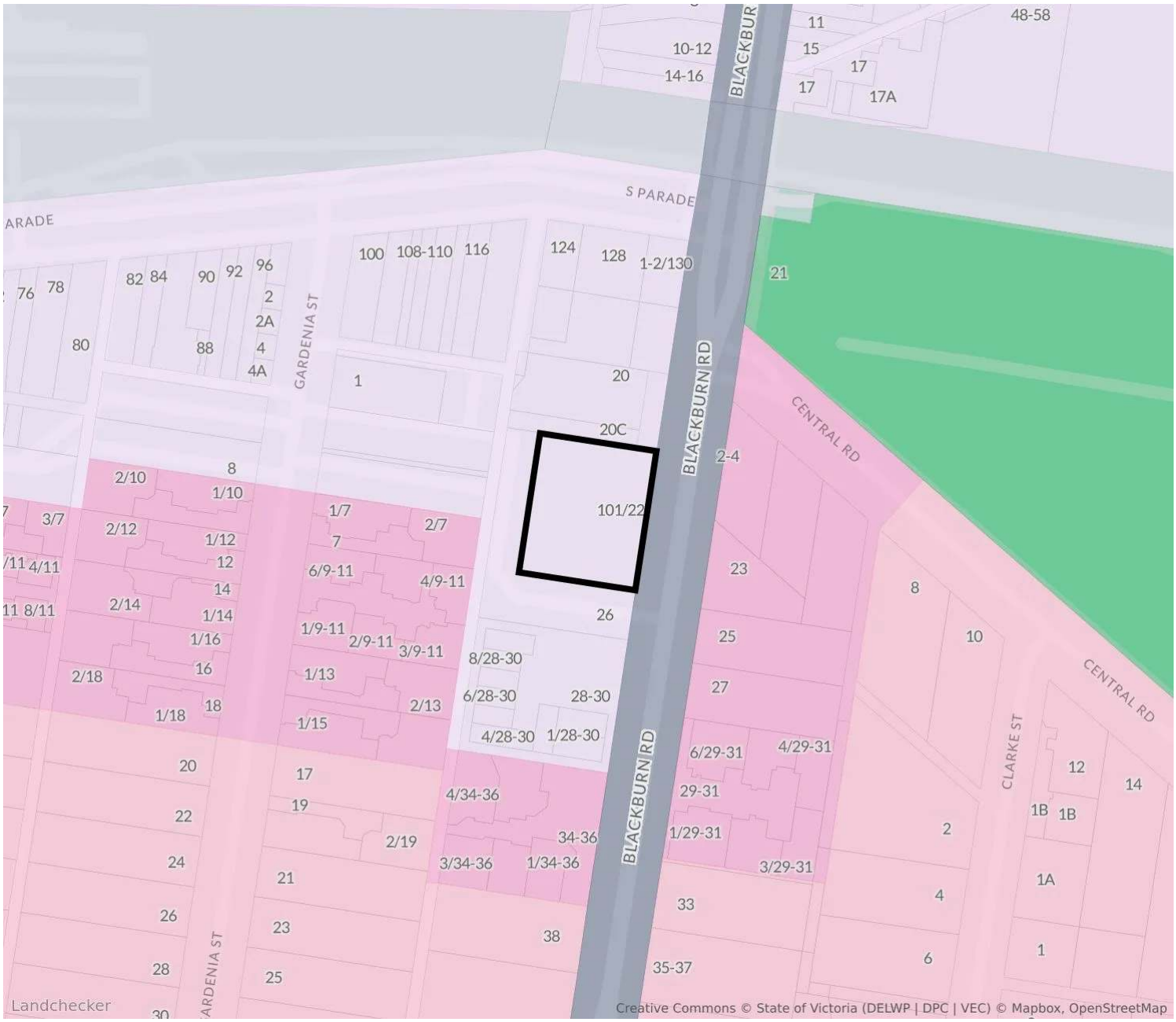
Copyright landchecker.com.au © 2025

PROPOSED PLANNING SCHEME AMENDMENTS

No proposed planning scheme amendments for this property

Copyright landchecker.com.au © 2025

ZONES



C1Z - Commercial 1 Zone

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To create vibrant mixed use commercial centres for retail, office, business, entertainment and community uses.
To provide for residential uses at densities complementary to the role and scale of the commercial centre.

VPP 34.01 Commercial 1 Zone

LPP 34.01 Schedule To Clause 34.01 Commercial 1 Zone

For confirmation and detailed advice about this planning zone, please contact WHITEHORSE council on 03 9262 6303.

Other nearby planning zones

- C1Z - Commercial 1 Zone
- GRZ - General Residential Zone
- NRZ - Neighbourhood Residential Zone
- PPRZ - Public Park And Recreation Zone
- TRZ1 - Transport Zone
- TRZ2 - Transport Zone

Copyright landchecker.com.au © 2025

OVERLAYS



DCPO1 - Development Contributions Plan Overlay - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

VPP 45.06 Development Contributions Plan Overlay

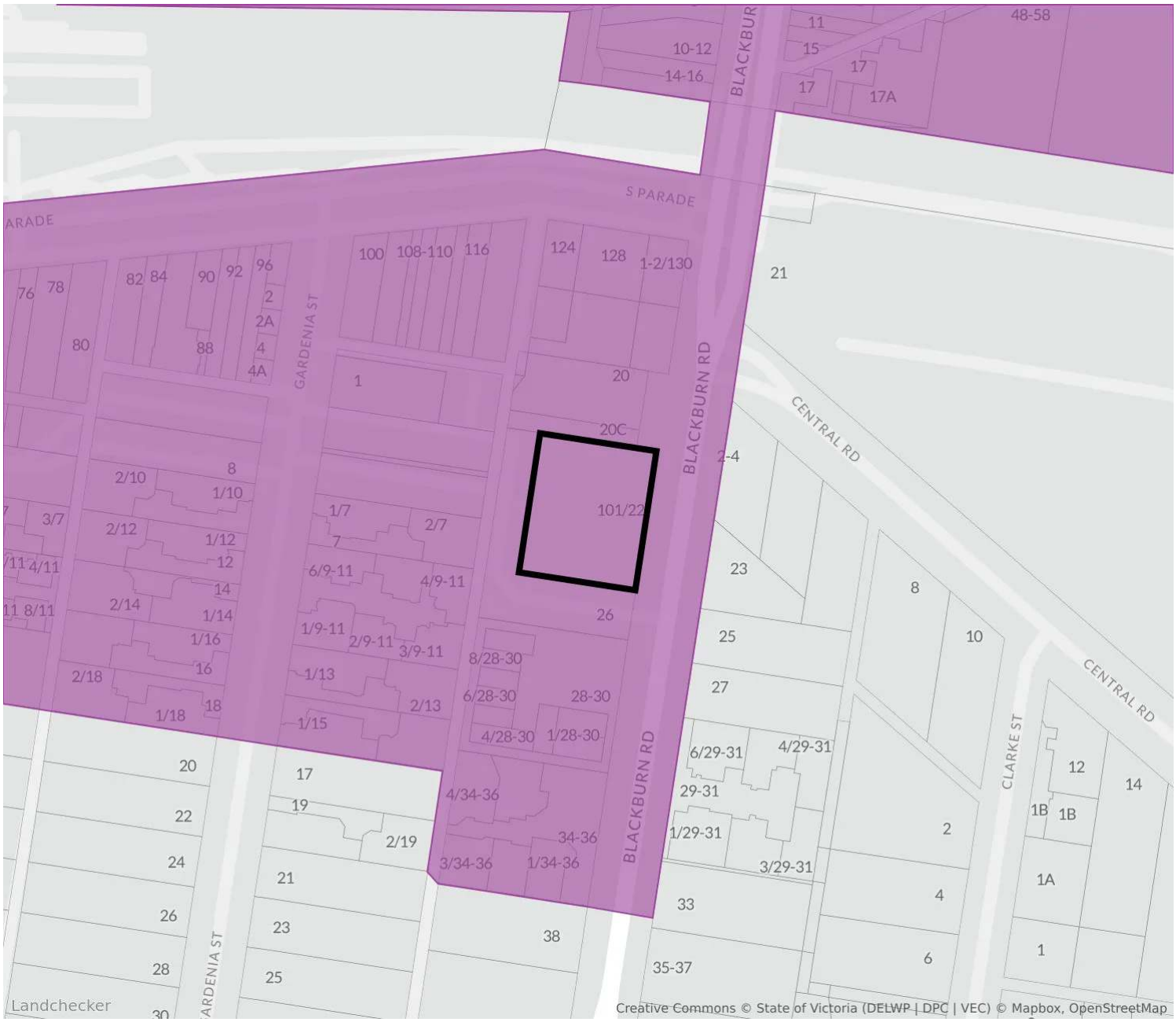
The Whitehorse Development Contributions Plan, December 2023 applies to all new development within the 17 charge areas as shown on the map below.

LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

Copyright landchecker.com.au © 2025

OVERLAYS



DDO8 - Design And Development Overlay - Schedule 8

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

VPP 43.02 Design And Development Overlay

To ensure development is consistent with the MegaMile [west] and Blackburn Activity Centres Urban Design Framework 2010 (the UDF) and Clause 11.03-1L-01 Blackburn Neighbourhood Activity Centre.To create a strong and distinct image for both the MegaMile West precinct of the Nunawading Major Activity Centre and Blackburn Neighbourhood Activity Centre.To facilitate the redevelopment of potential opportunity sites and key gateway sites.To encourage high quality design and modest built form accentuation on key gateway sites as defined by the UDF.To ensure that new development is sensitively designed and complements or enhances the existing character of the area including the protection of heritage buildings.To encourage an appropriate transition in building heights to the residential areas adjoining the activity centres.To ensure that Environmentally Sustainable Development principles are incorporated into the design of new development.To ensure that buildings within core retail areas and along key pedestrian streets create a well defined and 'active' street edge.To ensure the new development makes best use of available space, achieving a more compact and sustainable urban form.To ensure access for all levels of mobility and for all forms of travel.To create a high quality pedestrian environment to encourage walking around the centres.To encourage high quality landscaped frontages and avoiding car parking in front setbacks where setbacks are preferred.To ensure an acceptable interface is achieved between new development and the railway corridor.

LPP 43.02 Schedule 8 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

Copyright landchecker.com.au © 2025

NEARBY OVERLAYS



HO – Heritage Overlay

NCO – Neighbourhood Character Overlay

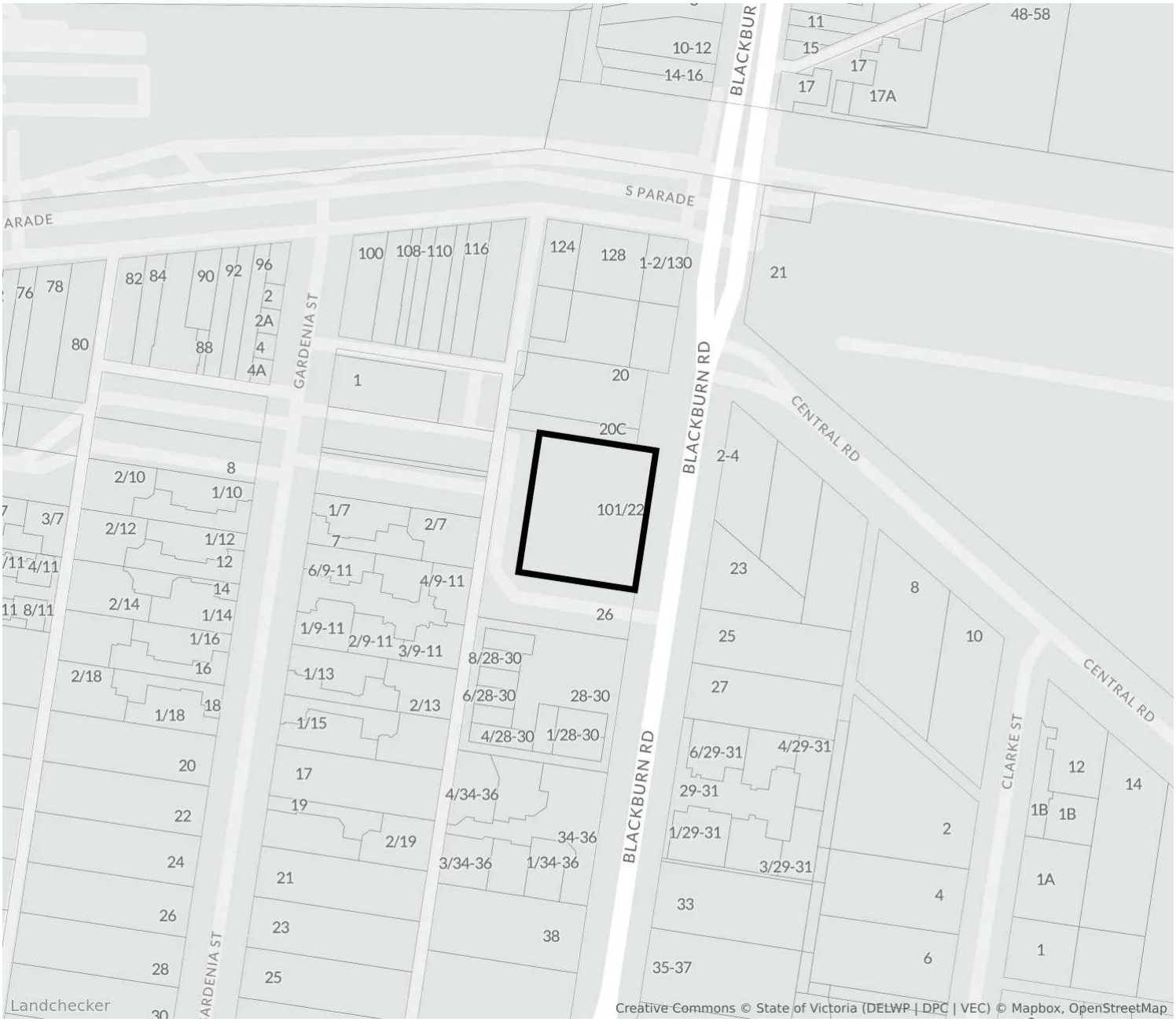
SBO – Special Building Overlay

SLO – Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

Copyright landchecker.com.au © 2025

CULTURAL HERITAGE SENSITIVITY



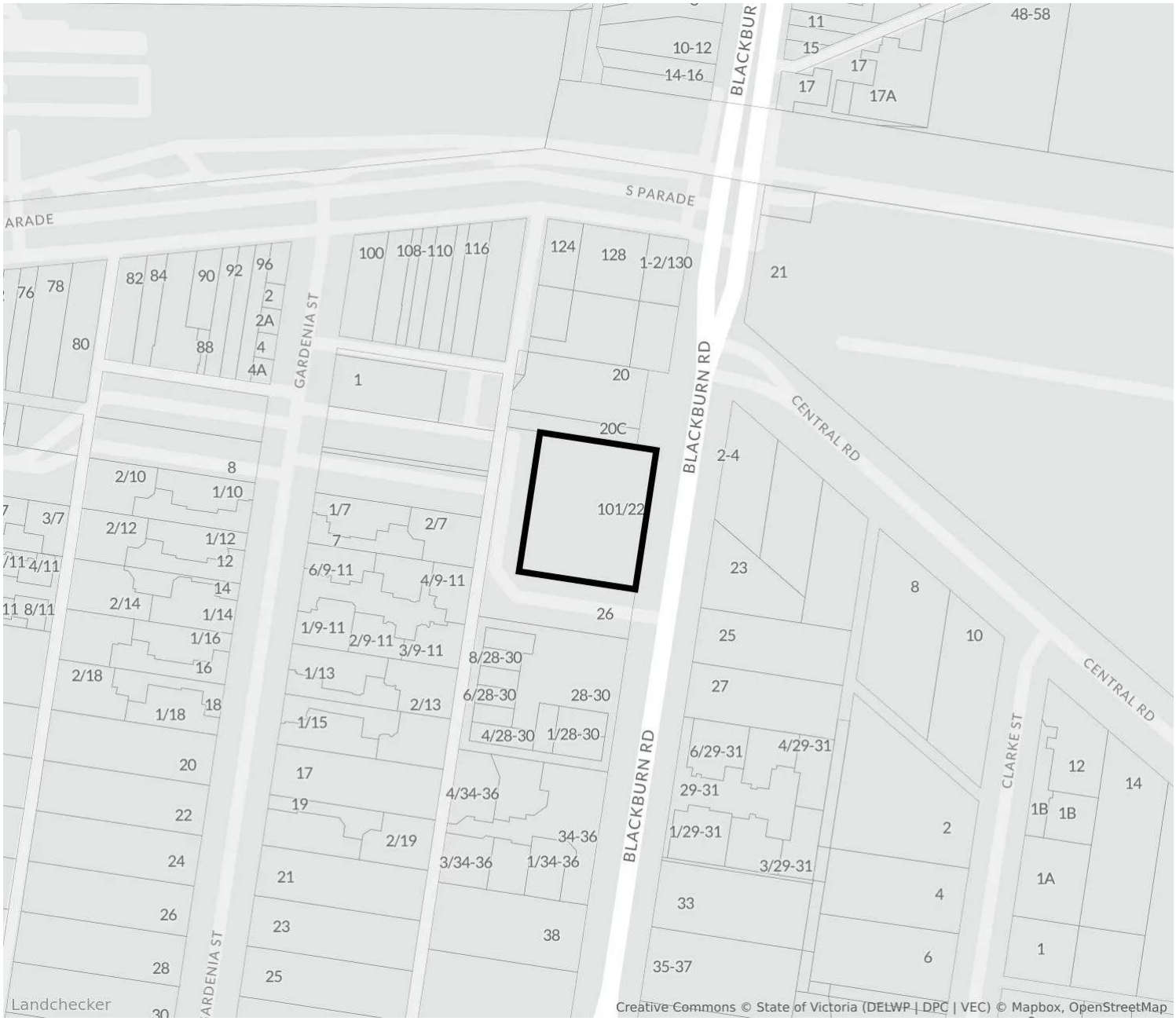
Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact WHITEHORSE council on 03 9262 6303.

Copyright landchecker.com.au © 2025

BUSHFIRE PRONE AREA



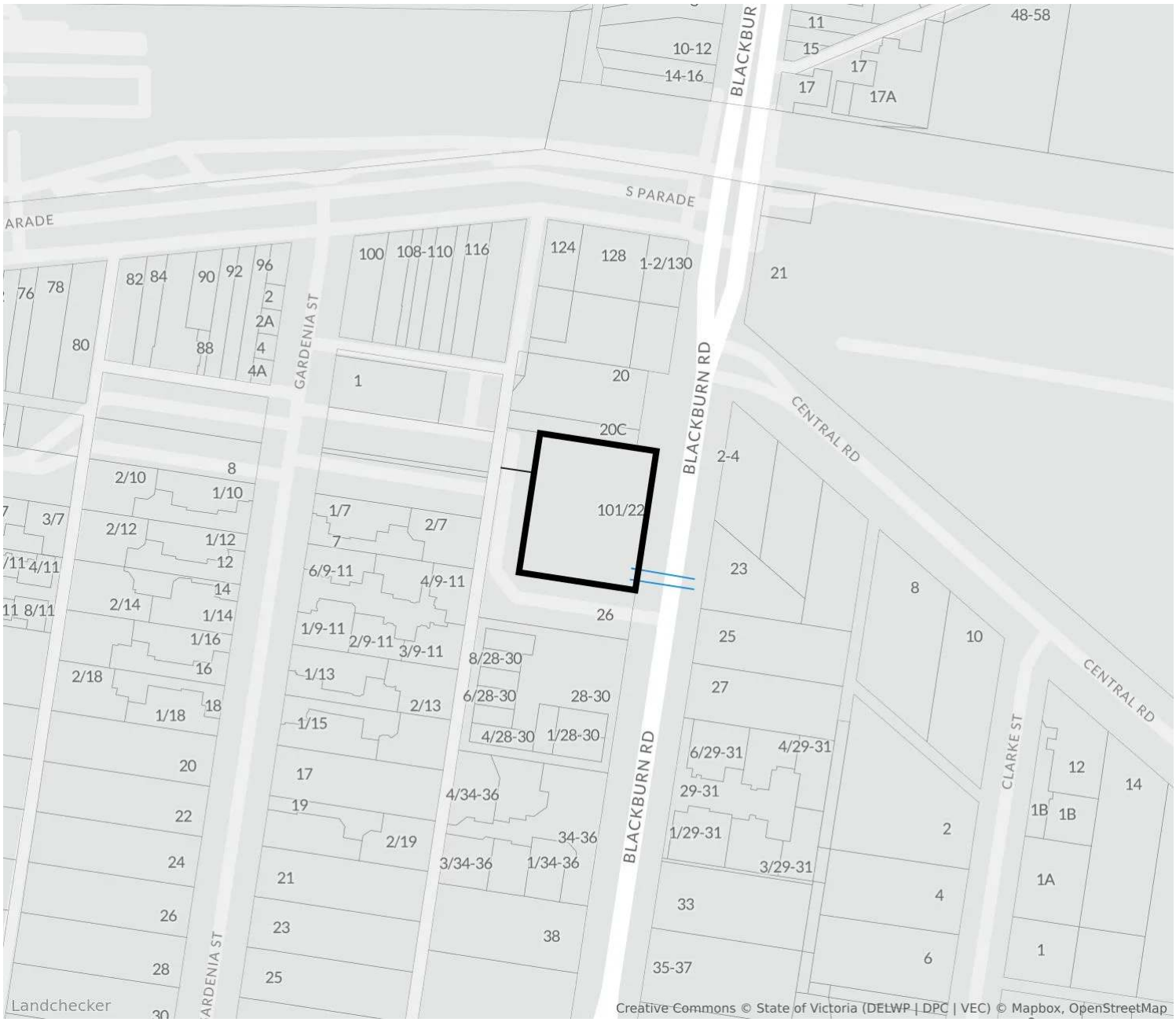
Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact WHITEHORSE council on 03 9262 6303.

Copyright landchecker.com.au © 2025

EASEMENTS



Water
State Government of Victoria
Yarra Valley Water

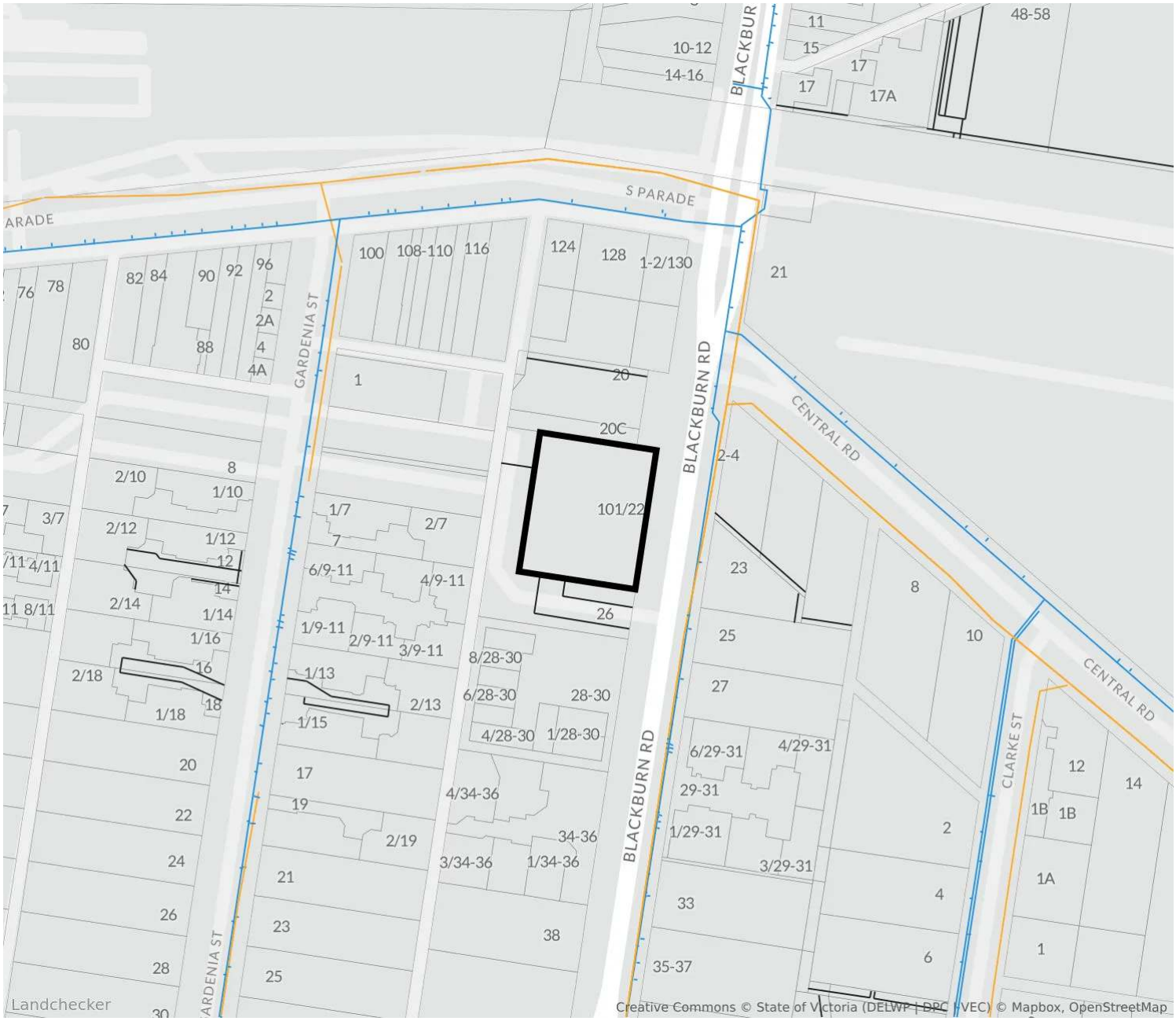
Others
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) on this property, please contact the relevant source authority.

Copyright landchecker.com.au © 2025

NEARBY EASEMENTS



Water
State Government of Victoria
Yarra Valley Water

Electricity
Department of Energy, Environment, and Climate Action

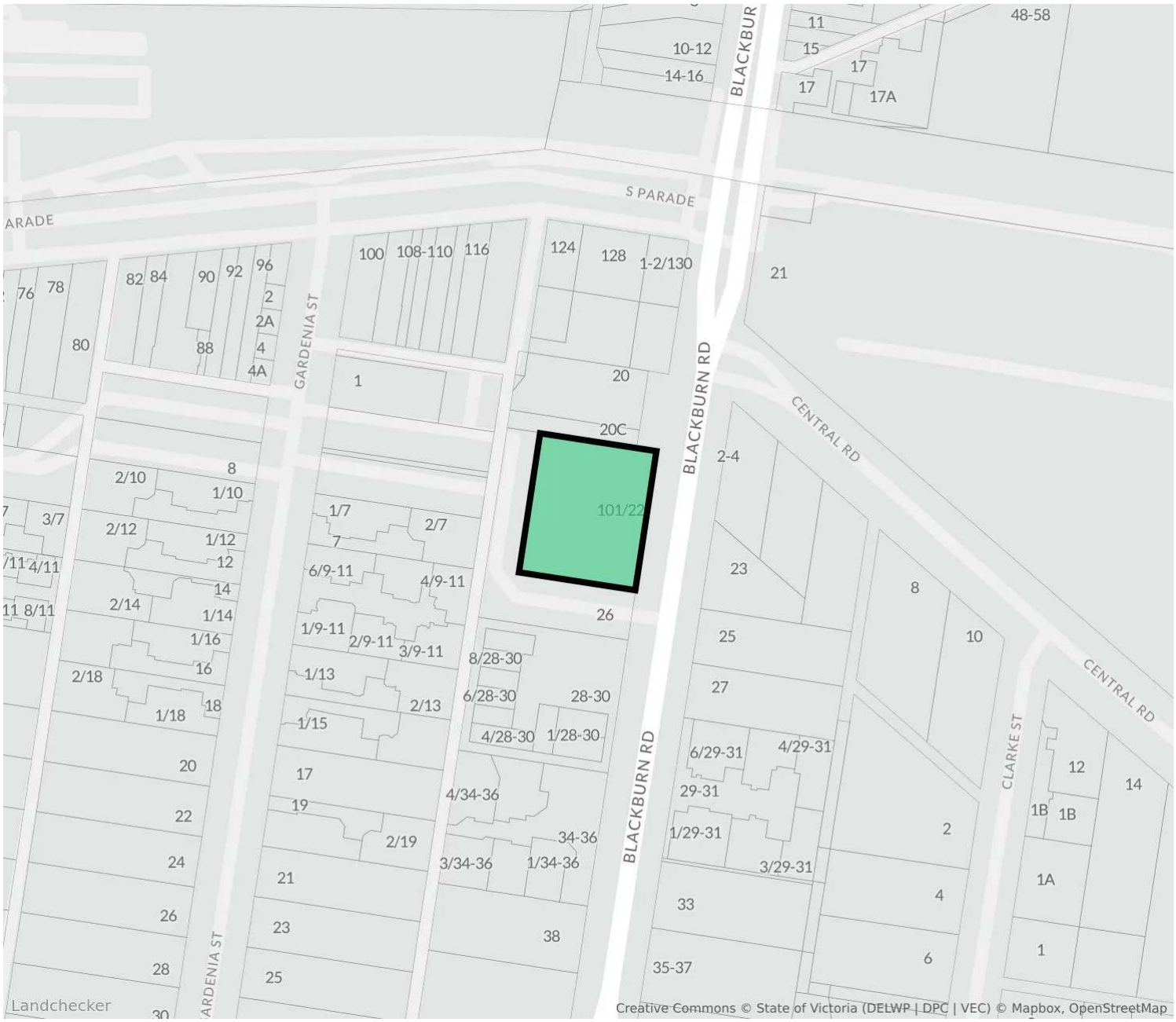
Others
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

Copyright landchecker.com.au © 2025

PLANNING PERMIT HISTORY



Status	Code	Date	Description
APPROVED	1056/2019	07/06/2019	Stage 5 - construction of five level multi residential development with basement carparking & two retail tenancies.
APPROVED	841/2019	14/05/2019	Stage 4 - construction of five level multi residential development with basement carparking & two retail tenancies - fire, electrical, hydraulic & mechanical services works.
APPROVED	76/2019	14/01/2019	Stage 3 - construction of five level multi residential development with basement carparking & two retail tenancies - full structure, crane & remaining in ground works.
APPROVED	2258/2018	15/10/2018	Stage 2 - construction of five level multi residential development with basement carparking & two retail tenancies - bored piers, part bulk excavation/shotcrete/ground anchors/pad footings/slab/basement columns.
APPROVED	857/2017	04/10/2018	Stage 1 - construction of five level multi residential development with basement carparking & two retail tenancies - bored piers & capping beam only.

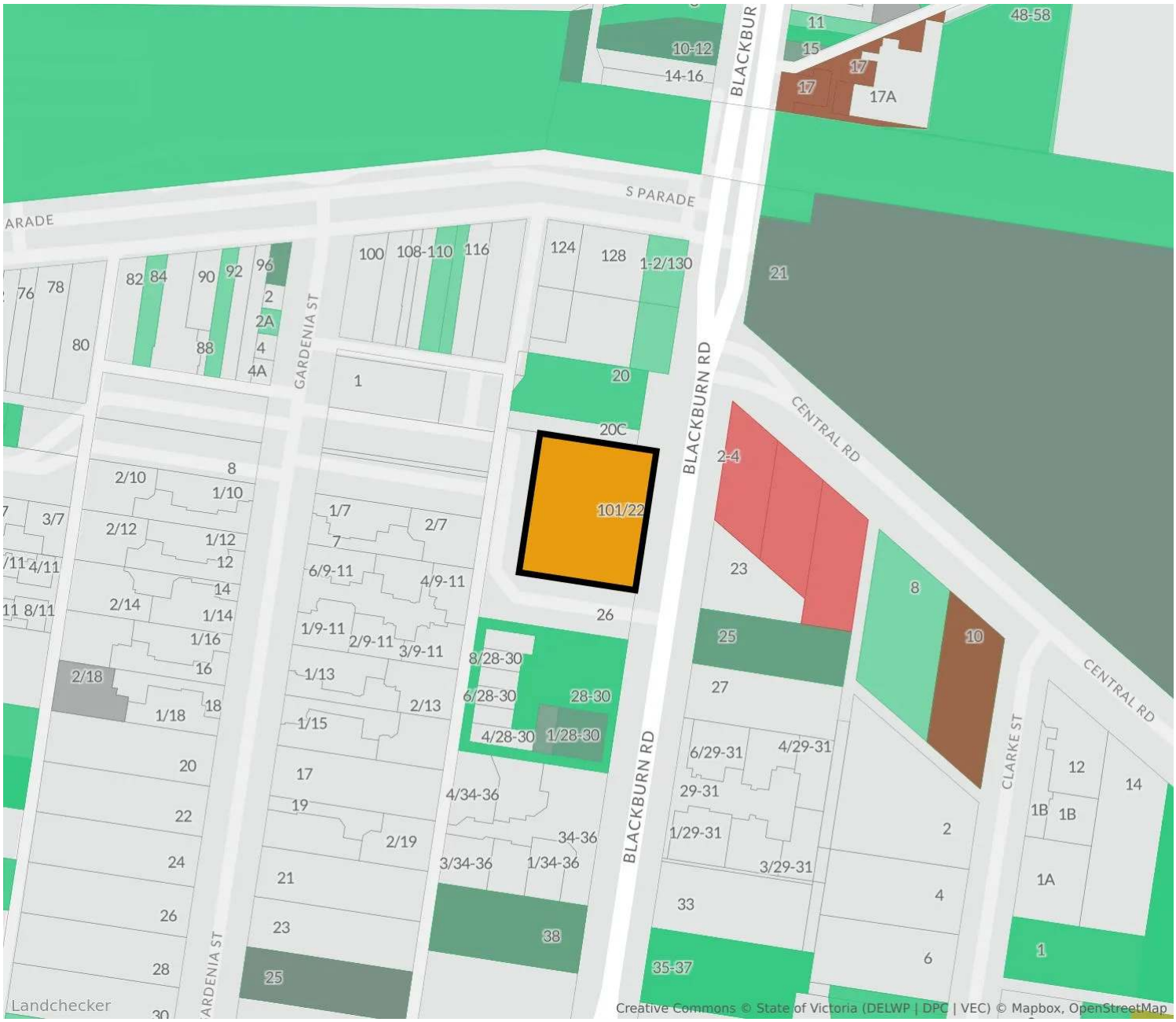
Copyright landchecker.com.au © 2025

Status	Code	Date	Description
APPROVED	260/2012	06/03/2012	Demolition.
APPROVED	79396/1997	25/11/1997	Fence.
APPROVED	66200/1991	26/06/1991	Service station refurbishment.
APPROVED	63899/1990	07/02/1990	Sign.
OTHER	2881/2015	Received 02/12/2015	Four storey residential apartment & retail development.
OTHER	97325/2005	Received 15/02/2005	Retail & residential development.

For confirmation and detailed advice about this planning permits, please contact WHITEHORSE council on 03 9262 6303.

Copyright landchecker.com.au © 2025

NEARBY PLANNING PERMITS



Status	Code	Date	Address	Description
PENDING	WH/9999/677	Received 08/10/2025	9 Gordon Crescent, Blackburn	Wh/2024/621.
PENDING	WH/9999/674	Received 11/09/2025	3 Thornton Crescent, Mitcham 22b Blackburn Road, Blackburn	Wh/2025/261 demolition and construct a building.
PENDING	WH/9999/926	Received 30/07/2025	22b Blackburn Road, Blackburn	Amendment to planning permit wh/2015/25 permit building works including shopfront alterations and signage installation.
PENDING	WH/2015/25/E	Received 29/07/2025	22b Blackburn Road, Blackburn	Amendment to planning permit wh/2015/25 permit building works including shopfront alterations and signage installation.
PENDING	WH/9999/293	Received 13/01/2022	22b Blackburn Road, Blackburn	Wh/2015/25/b.
APPROVED	WH/2024/621/A	16/10/2025	9 Gordon Crescent, Blackburn	Amendment to planning permit wh/2024/621 - proposed carport.

Copyright landchecker.com.au © 2025

Status	Code	Date	Address	Description
APPROVED	WH/2025/582	17/09/2025	38 Blackburn Road, Blackburn	Three lot subdivision.
APPROVED	1621/2025	20/08/2025	25 Gardenia Street, Blackburn	Construction of extension & alteration of dwelling.
APPROVED	WH/2025/573	20/08/2025	8 Clarke Street, Blackburn	Vegetation removal within the significant landscape overlay schedule 4.
APPROVED	8/2025	25/07/2025	3/28-30 Blackburn Road, Blackburn 28-30 Blackburn Road, Blackburn	Shop fit-out.
APPROVED	373/2025	17/07/2025	38 Blackburn Road, Blackburn	Construction of three x two storey dwellings & attached garages.
APPROVED	WH/2004/14941/C	14/07/2025	28-30 Blackburn Road, Blackburn	Amendment to planning permit wh/2004/14941 for modifications to the red line plan, a change in the permit address and endorsed plans to include shop 3.
OTHER	WH/2025/27	31/03/2025	3/28-30 Blackburn Road, Blackburn	Extend red line plan.
APPROVED	66/2025	11/02/2025	10-12 Blackburn Road, Blackburn	Alterations to an existing office.
APPROVED	WH/2024/882	14/11/2024	25 Gardenia Street, Blackburn	Buildings and works (front fence) within the neighbourhood character overlay - schedule 1 and within 4 metres of protected slo4 trees.
APPROVED	1099/2024	03/11/2024	25 Gardenia Street, Blackburn	Construction of small second dwelling.
APPROVED	1594/2024	01/11/2024	1/25 Blackburn Road, Blackburn 25 Blackburn Road, Blackburn	Demolition of dwelling & sheds.
APPROVED	1443/2024	07/10/2024	35 Central Road, Blackburn	Soft netting barrier.
APPROVED	1163/2024	25/09/2024	9 Gordon Crescent, Blackburn	Dwelling additions & alterations.
APPROVED	WH/2024/621	03/09/2024	9 Gordon Crescent, Blackburn	Buildings and works associated with the construction of a car port.
APPROVED	238/2024	30/03/2024	38 Blackburn Road, Blackburn	Demolition of dwelling & garage.
OTHER	WH/2023/612	19/03/2024	25 Gardenia Street, Blackburn	Partial demolition of the rear of the existing dwelling, the construction of a two storey addition to the rear of the existing dwelling and asociated tree removal.
OTHER	WH/2015/25/D	08/01/2024	22b Blackburn Road, Blackburn	Amendment to preamble of planning permit wh/2015/25 to allow use of the site for industry (commerical kitchen) for lot 1r, including changes to internal layout and ground floor eastern external front facade.
APPROVED	1720/2023	09/11/2023	Rail Kiosk 1 Calcutta Street, Mitcham	Alteration to existing shop/kiosk.
APPROVED	WH/2016/207/B	09/10/2023	35-37 Blackburn Road, Blackburn	Amendment to plans for planning permit wh 2016/207/a (issued for buildings and works for the construction of a carport, root barrier work, buildings and works within 4m of protected trees and removal of vegetation) to delete root barrier and alter boundary retaining wall within tree 3.
APPROVED	1414/2023	26/09/2023	20 Blackburn Road, Blackburn	Core plus fitout (no change of use - fitout only).
APPROVED	626/2023	30/08/2023	10 Central Road, Blackburn	Installation of swimming pool & associated safety barriers.
APPROVED	886/2023	05/07/2023	8a Blackburn Road, Blackburn	Office fit-out.
APPROVED	WH/2023/439	03/07/2023	8a Blackburn Road, Blackburn	The development and display of business identification signs, including panel signs.

Copyright landchecker.com.au © 2025

Status	Code	Date	Address	Description
OTHER	WH/2023/456	28/06/2023	13 Blackburn Road, Blackburn	Sign.
APPROVED	2258/2022	25/05/2023	35-37 Blackburn Road, Blackburn	Construction of carport.
APPROVED	231/2023	12/05/2023	13 Blackburn Road, Blackburn	Internal commercial alterations.
APPROVED	778/2023	11/05/2023	1-2/130 South Parade, Blackburn	Alterations to existing retail tenancy 1-2 - internal ground floor works only - runner's paradise.
APPROVED	634/2023	14/04/2023	22 Blackburn Road, Blackburn	Tenancy fitout of office (shop 2 - dental clinic).
APPROVED	WH/2022/1059	04/04/2023	3a Main Street, Blackburn 3a Main Street, Blackburn	Change of use to restriction recreation facility and car parking provision to the satisfaction of the responsible authority.
APPROVED	522/2023	28/03/2023	10 Central Road, Blackburn	Partial restump of dwelling.
APPROVED	2294/2022	22/03/2023	10 Central Road, Blackburn	Extension & alteration to dwelling.
OTHER	WH/2022/949	22/03/2023	25 Gardenia Street, Blackburn	Neighbourhood character overlay.
APPROVED	104/2023	08/02/2023	22 Blackburn Road, Blackburn	Retail 1 - construction of alterations to existing shop.
REJECTED	WH/2021/743	25/01/2023	2-4 Central Road, Blackburn	Use of land and buildings and works as a service station, convenience shop, modifications to existing vehicle access in a road zone, category 1 and display of signs in a category 3 area.
APPROVED	WH/2022/963	15/12/2022	3 Main Street, Blackburn	2 lot subdivision of existing buildings.
APPROVED	WH/2022/194	04/08/2022	38 Blackburn Road, Blackburn	Demolition of existing dwelling and associated outbuildings, construction of three dwellings, create and alter access to a transport zone 2, removal of vegetation and buildings and works within 4m of protected vegetation.
OTHER	WH/2015/25/C	10/03/2022	22 Blackburn Road, Blackburn	Construction of a multi storey building for retail and residential uses, reduction in car parking, waiver of loading facilities, and alteration of access to a road in a road zone, category 1.
APPROVED	WH/2021/944	09/02/2022	10 Central Road, Blackburn	Buildings and works comprising alterations and additions to the existing dwelling and an outdoor swimming pool, to carry out buildings and works within 4 metres of protected trees and the removal of protected trees in the significant landscape overlay schedule 9 and neighbourhood character overlay schedule 1.
OTHER	WH/2021/1037	14/01/2022	38 Blackburn Road, Blackburn	Demolition of existing dwelling and associated outbuildings, development of the land for the purpose of three dwellings, construction of a front fence, create and alter access to a road zone (cat. 1), removal of vegetation, buildings and works within 4m fo protected vegetation.
OTHER	WH/2021/1250	05/01/2022	22b Blackburn Road, Blackburn	Apply for location of aircon inverter and refrige condense.
OTHER	WH/2021/984	06/12/2021	22b Blackburn Road, Blackburn	Apply for location of aircon inverter and refrige condense.
APPROVED	1836/2021	21/09/2021	35 Central Road, Blackburn	New construction of 8 x 27m high light poles.
APPROVED	1593/2021	06/08/2021	10-12 Blackburn Road, Blackburn	Installation of chair lift to existing stairs.
OTHER	1699/2025	Received 23/09/2025	25 Central Road, Blackburn	Construction of mast.

For confirmation and detailed advice about this planning permits, please contact WHITEHORSE council on 03 9262 6303.

Copyright landchecker.com.au © 2025

FLOOD



Flood

This property has not been specified as a flood area as per Landchecker flood sources.

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning BMO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	11/09/2025

Copyright landchecker.com.au © 2025

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning RFO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	11/09/2025

Copyright landchecker.com.au © 2025

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	11/09/2025

Copyright landchecker.com.au © 2025

1. Property Report

This Property Report:

a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:

i. https://creativecommons.org/licenses/by/4.0/legalcode in respect of data supplied by the State of Victoria;
ii. https://creativecommons.org/licenses/by/4.0/ respect of census data supplied by the Commonwealth of Australia;
iii. https://www.mapbox.com/tos, in respect of data supplied by Mapbox Inc.; and
iv. https://www.openstreetmap.org/copyright, in respect of data supplied by Open Street Maps;
v. The information is supplied by Landchecker (ABN 31 607 394 696) on behalf of PropTrack Pty Ltd (ABN 43 127 386 298) Copyright and Legal Disclaimers about Property Data **(PropTrack)**; and
vi. https://creativecommons.org/licenses/by/4.0/ in respect of data supplied by the Australian Curriculum, Assessment and Reporting Authority **(ACARA)**.

2. Use of Property Report

This Property Report is made available for information purposes only. Recipients of this Property Report acknowledge and agree that they may not rely upon the content of this Property Report for any other purposes other than the express purpose for which it is issued and that recipients:

a. must not use if in any manner which is unlawful, offensive, threatening, defamatory, fraudulent, misleading, deceptive or otherwise inappropriate;
b. must seek their own independent professional advice and seek their own professional advice in respect of the subject matter of this Property Report before acting on or referring to any of the information contained in this Property Report;
c. acknowledge that this Property Report is provided entirely at recipients' own risk and neither Landchecker nor its service providers take any responsibility or liability for any loss or damage suffered by recipients in reliance on this Property Report; and
d. acknowledge that this Property Report will not be accurate, complete or reliable.

3. Attributions

State Government Copyright Notice and Disclaimer
The State of Victoria owns the copyright in the Property Sales Data and reproduction of that data in any way without the consent of the State and Victoria will constitute a breach of the Copyright Act 1968 (Cth). The State of Victoria does not warrant the accuracy or completeness of the Property Sales Data and any person using or relying upon such information does so on the basis that the State of Victoria accepts no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information supplied.

Neither Landchecker nor this Property Report are affiliated with, endorsed or authorised by the State of Victoria.

The data in this Property Report may contain property data in respect of an adjacent State. The attribution in respect of the Property Data is only in respect of the property for which the Property Report was obtained. Additional attribution statements for adjoining properties are available in Landchecker's terms of use.

Australian Curriculum Assessment and Reporting Authority
This Property Report contains data that was downloaded from the ACARA website (www.acara.edu.au) (accessed 1 April 2019) and was not modified that is © copyright 2009 to present. ACARA does not:

a. endorse any product, such as this Property Report, that uses ACARA material; or
b. make any representations as to the quality of such products.

Copyright landchecker.com.au © 2025

Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals
G01-G04/166 Whitehorse Road,
Blackburn, VIC 3130

P: 03 9908 5700
E:
naomihenderson@jelliscraig.com.au
ABN: 53634781641

Residential Rental Agreement

for

205/22 Blackburn Rd, Blackburn VIC 3130

This agreement is between **Silvia Alaoui** and **Sung Tak Wong, Tin Hoi Wong, Yuk Lin Cheung**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2024. No unauthorised use or copying permitted. All rights reserved.

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Thu 17/10/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

205/22 Blackburn Rd, Blackburn VIC **Postcode** 3130

3. Rental provider details

Full name or company name of rental provider	Silvia Alaoui
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals
Address	G01-G04/166 Whitehorse Road, Blackburn, VIC **Postcode** 3130
Phone number	03 9908 5700
ACN (if applicable)	634781641
Email address	naomihenderson@jelliscraig.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**	Sung Tak Wong
Current Address:	205/22 Blackburn Rd, Blackburn VIC 3130 **Postcode**
Phone number:	0448533231
Email:	s_t_wong2002@yahoo.com.hk
Full name of **renter 2**	Tin Hoi Wong
Current Address:	205/22 Blackburn Rd, Blackburn VIC 3130 **Postcode**
Phone number:	0439672731
Email:	wongtinhoiau@gmail.com
Full name of **renter 3**	Yuk Lin Cheung
Current Address:	205/22 Blackburn Rd, Blackburn VIC 3130 **Postcode**
Phone number:	0404633885
Email:	isaac2011@hotmail.com.hk
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Thu 09/01/2025 — End date: Thu 08/01/2026

(this is the date the agreement starts and you may move in)

☐ Periodic agreement (monthly) — Start date:

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

---

6. Rent

Rent amount($) (payable in advance)	2368.00
To be paid per	☐ week ☐ fortnight ☑ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	9th day of each month
Date first rent payment due	Thu 09/01/2025

---

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount($)	2173
Bond lodgement date	Tue 13/12/2022
Bond Lodgement No.	15475011

Part B – Standard terms

---

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque ☐ money order ☑ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BPAY REF: 47806575.

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

- [x] Yes — Taya Crupi: whitehorserentals3@jelliscraig.com.au
- [ ] No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1
- [x] Yes — Sung Tak Wong: s_t_wong2002@yahoo.com.hk
- [ ] No

Renter 2
- [x] Yes — Tin Hoi Wong: wongtinhoiau@gmail.com
- [ ] No

Renter 3
- [x] Yes — Yuk Lin Cheung: isaac2011@hotmail.com.hk
- [ ] No

Renter 4
- [ ] Yes
- [ ] No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name	Jellis Craig Whitehorse
Emergency phone number	0477100049
Emergency email address	naomihenderson@jelliscraig.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- [x] No
- [ ] Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)

- [x] The condition report has been provided
- [ ] The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

---

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

---

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

1. TRADESPEOPLE

The Renter acknowledges that Jellis Craig is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Jellis Craig during business hours or using the Jellis Craig after hours information service or Jellis Craig approved after hours emergency tradespeople before any urgent repairs are completed.

Plumbing & Gas:	Name: Whitehorse Plumbing	Tel: 0419569459
Plumbing & Gas:	Name: Aqualink	Tel: 0418505133
Electrical:	Name: JL Hutt	Tel: 0411 300 772
Other:	Name: ARC Innovations	Tel: 0405 072 900
Glazier:	Name: Inspire Glass	Tel: 9753 3047
Locksmith:	Name: Frontline Locksmiths	Tel: 0402 254 777
Locksmith:	Name: Bond Locksmiths	Tel: 9877 7844
SES:	Name: Flood & Storm Emergency	Tel: 132 500

Renter Acknowledgement

1. *Sung Tak Wong viewed and acknowledged at Tue, 15/10/2024 13:44 from device: Windows 10 Other Firefox 131.0*
2. *Tin Hoi Wong viewed and acknowledged at Thu, 17/10/2024 11:12 from device: iOS 17.6 iPhone Chrome Mobile iOS 129.0.6668*
3. *Yuk Lin Cheung viewed and acknowledged at Tue, 15/10/2024 13:47 from device: iOS 18.0.1 iPhone Mobile Safari 18.0.1*

2. This Part E comprises Section 1 and Section 2. If there is any inconsistency between Section 1 of this Part E and Section 2 of this Part E, Section 2 prevails to the extent of any inconsistency.

SECTION 1 OF PART E:

Rent

1. All payments of Rent shall be made in full and on time by the Renter without demand by or on behalf of the Rental Provider.

2. To the extent otherwise granted or permitted by the Act, the Renter cannot refuse to pay or set-off from the Rent on the grounds that the Rental Provider is in breach of the Act or the Rental Agreement, or that the Renter intends to regard any part of the Bond as rent paid by the Renter.

Commencement

3. The Rental Provider and Jellis Craig will use its best endeavours so that the Premises are available on the Start Date.

Utility Services to the Property

4. Save for the initial connection of services to the Premises which shall be borne by the Rental Provider, the Renter shall pay all charges in respect of any subsequent connection or reconnection of water, electricity, gas, oil, telephone and internet.

5. The Renter shall pay all charges for the consumption of water, electricity, gas, oil and telephone where the Premises is separately metered for these services (as stipulated in the Act).

6. The Renter acknowledges that it is the responsibility of the Renter to arrange reconnection of services and power. It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Jellis Craig should the power not be connected at the commencement of this Agreement.

7. The Renter acknowledges that all arrangements for reconnection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Renter. The Renter must check with any preferred provider of telecommunication services before signing this Agreement to confirm the status and availability of a telephone line or NBN connection if the NBN is not yet connected.

Contents Insurance

8. The Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should obtain contents insurance to adequately cover those possessions.

Condition Report

9. The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Jellis Craig within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Jellis Craig will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

Transfer or subletting

10. The Renter must not transfer this Agreement or sublet the whole or any part of the Premises without the written consent of the Rental Provider. The consent of the Rental Provider must not be unreasonably withheld.

11. Subject to clause 13 (below), the Rental Provider must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Rental Provider in relation to the preparation of a written transfer of this Agreement.

12. If during the term of this Agreement the people in occupation of the Premises change or are intended to change, the Renter must as soon as practicable notify the Rental Provider or Jellis Craig in writing.

13. If the Renter transfers this Agreement or sub-lets any part of the Premises, or if the Renter abandons the Premises or cancels this Agreement, the Renter may be required to reimburse the transfer/reletting expenses of the Rental Provider, including (but not limited to):

a. Renter transfer fee of $330.00 including GST; and

b. Rental credit database checks on applicants.

The obligation of the Renter to pay the reletting expenses of the Rental Provider is subject to the Rental Provider taking reasonable steps to mitigate any loss arising from default by the Renter.

14. The Rental Provider may give the Renter notice to vacate if the Renter assigns or sub-lets the Premises without the written consent of the Rental Provider.

Non-residential use of Premises

15. Subject to the Act, the Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter.

16. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to Jellis Craig.

Keys

Lost Keys

17. The Renter is responsible for the replacement of any lost keys, access fob or auto remote control and the provision of any additional key and any locksmith's charge where any key fob or remote control is mislaid or lost. Jellis Craig does not guarantee that it holds a spare set of keys or access devices to the Premises at its offices.

Extra Keys

18. The Renter acknowledges that should the Renter wish to order any extra key, access fob or auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Jellis Craig at the end of the tenancy without reimbursement.

Changing Locks

19. The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Jellis Craig a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

General

Comply with Insurance

20. Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises.

Loss or Damage

21. The Rental Provider shall not be liable to the Renter or anyone at the Premises for any loss or damage caused by the failure of the Renter to avoid damage to the Premises by the Renter or anyone at the Premises with the consent of the Renter.

Injury and Damage

22. The Rental Provider shall not be liable to the Renter or anyone at the Premises for any liability in respect of injury or damage to the Renter or to any third party or property arising from any conduct, act or omission by the Renter, or any servant, agent and/or invitee of the Renter including (but not limited to) any guest visiting the Premises on any short term letting of any part of the Premises.

Report Damage or Injury

23. The Renter shall notify Jellis Craig in writing immediately on becoming aware of any damage to or defects in the Premises whether or not it might injure a person or cause damage to the Premises.

Notify Blockages

24. The Renter must as soon as practicable notify the Rental Provider or Jellis Craig of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Jellis Craig or their respective contractors.

Rubbish

25. The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council or as required by the owners corporation for the building or land the Premises is in. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accordance with local council by-laws, as required by the owners corporation, and/or good practice.

Pests

26. The Renter will be responsible for the extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises while the Renter is in possession of the Premises where the infestation is caused by the action or omission of the Renter.

Hanging Clothes

27. The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owners corporation.

Replace Light Globes

28. The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective or whose light expires during the term or any extension of this Agreement unless the defect or light expiring is proven to be caused by faulty wiring or a defective fitting.

Pilot Lights

29. The Renter shall be responsible for checking and relighting any pilot light on any gas appliance including (but not limited to) any gas hot water system, gas heating unit and gas oven before reporting any fault to Jellis Craig. If a tradesperson is sent by Jellis Craig on behalf of the Rental Provider to relight a pilot light the Renter shall be liable for all costs unless the relighting is due to a fault with the gas appliance.

Smoke Free Zone

30. Unless the Rental Provider or the Agent has notified the Renter in writing that smoking is permitted in the Premises, the Renter acknowledges that the Premises are a "Smoke Free Zone" and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

Maintain Garden

31. The Renter must maintain any garden at or adjacent to the Premises including (but not limited to) the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered.
When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy.

32. If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Jellis Craig or their contractors.

Pools and Water Features

33. The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

Vehicle Parking

34. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owners corporation.

35. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

36. Where the Premises has a designated or assigned car space(s) (whether or not as part of the Premises or as a specific space in any common property), the Renter and their visitors must not park any vehicle otherwise than in the designated or assigned space, or otherwise in accordance with the rules of the owners corporation or building for visitors parking.

37. The Renter shall not park or allow any vehicle to be parked on the Premises on any lawn or garden area.

38. The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided.

39. The Renter must not service or repair or allow the service or repair of any motor vehicle, motor cycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

Furnished Premises

40. If the Premises are let fully furnished or semi-furnished:

c. the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are

in good condition as at the date of this Agreement unless specifically noted to the contrary.

d. the Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the term of this Agreement and deliver them to the Rental Provider at the end of this Agreement in the same condition as at the Start Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture, fittings and chattels leased with the Premises;

e. at the end of this Agreement, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged, destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted);

f. the Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture, fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

Pets

41. The Renter must not keep any pet at the Premises without first seeking consent in writing of the Rental Provider or Jellis Craig, and such consent will not be unreasonably withheld.

42. In giving consent, the Rental Provider or Jellis Craig may impose reasonable conditions on the Renter keeping a pet at the Premises, including but not limited to conditions; requiring the pet to be kept outdoors, requiring the pet not to have access to certain rooms, requiring the pets claws to be trimmed regularly so as not to damage the floor or carpets, and requiring the carpets to be professionally cleaned at the end of this Agreement.

43. The Renter expressly acknowledges that it will not be unreasonable for the Rental Provider or Jellis Craig to withhold permission if the rules of an owners corporation prohibit pets being on common property or kept on the Premises.

44. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner’s corporation).

45. The Renter acknowledges that the Renter will be responsible for any damage caused by any pet kept at or visiting the Premises.

46. If at the end of this Agreement any damage discoloration odour or other deterioration has been caused to the Premises by any pet kept at or visiting the Premises the Renter shall be liable to the Rental Provider for the cost of having the Premises professionally cleaned fumigated and/or deodorised in accordance with the provisions of this Agreement.

Where premises is part of a building and/or where there is common property

47. Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

48. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter.

49. The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

End of the term

No Promise of Renewal

50. The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Jellis Craig in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if clause 5 of Part A of this Agreement specifies this Agreement to be a fixed term agreement, then it shall commence on the Commencement Date and end on the end date.

Rental Provider Notice

51. If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

Renter Notice

52. If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

Breaking this Agreement

53. If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter may be required to reimburse the Rental Provider or Jellis Craig the following costs:

a. a pro-rata letting fee (calculated by the portion of the letting fee corresponding with the amount of time remaining on the rental agreement);

b. pro-rata advertising or marketing expenses incurred by the Residential Rental Provider;

c. national tenancy database checks on each applicant or as required;

d. the continued payment of Rent until the first to occur of the Premises being relet or the current term of this Agreement expiring;

e. if the Premises are relet at a lower Rent, the Renter must pay to the Rental Provider any difference or shortfall as required.

Return Keys

54. The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys access fobs and any auto remote controls for the Premises to or at the direction of Jellis Craig during business hours and to continue paying Rent until such time as all keys access fobs and auto remote controls are delivered.

Remove Personal Property

55. The Renter shall be responsible for the removal of any furniture, fitting, personal property, motor cycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear. Any personal property not removed from the Premises by the Renter on expiry or any earlier termination of this Agreement may be dealt with by the Rental Provider in accordance with the Act.

Advertising the Premises

56. The Rental Provider or Jellis Craig may during the last month of the term of this Agreement place a “to let” notice on the Premises.

57. The Rental Provider or Jellis Craig may put on the Premises a notice or notices “for sale” or “auction” at any time during the term of this Agreement

Interpretation and general provisions

No oral variation

58. This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Severability

59. If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

No warranties

60. To the maximum extent permitted by law, the Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Jellis Craig in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement.

Joint and several liability of Renters

61. Where there are multiple Renters, they shall each be jointly and severally liable for the performance of the Renter’s/Renters’ obligations under this Agreement, and shall be jointly and severally liable for any loss damage or compensation resulting from any breach of their obligations under this Agreement, the Act, and for any order made by the VCAT or a Court in respect of this Agreement.

Interpretation

62. A reference in this Agreement to ‘the Act’ is a reference to the *Residential Tenancies Act 1997*.

63. Where there are multiple Renters, a reference in these terms to the/a Renter shall be a reference to either, both, any or all of them.

Acknowledgements

The Renter expressly acknowledges that a breach of their obligations to pay Rent and other charges may result in a dishonour fee being charged to Jellis Craig and/or the Rental Provider by their financial institution, and agrees to reimburse Jellis Craig and/or the Rental Provider for that dishonour fee on demand.

The Renter expressly acknowledges that the Rental Provider and/or Jellis Craig may engage a project manager to manage and arrange or otherwise be involved in the carrying out of repairs to the Premises for damage caused by the Renter.

Renter Acknowledgement

1. *Sung Tak Wong viewed and acknowledged at Tue, 15/10/2024 13:44 from device: Windows 10 Other Firefox 131.0*
2. *Tin Hoi Wong viewed and acknowledged at Thu, 17/10/2024 11:12 from device: iOS 17.6 iPhone Chrome Mobile iOS 129.0.6668*
3. *Yuk Lin Cheung viewed and acknowledged at Tue, 15/10/2024 13:47 from device: iOS 18.0.1 iPhone Mobile Safari 18.0.1*

Privacy Collection Notice

As professional property managers **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9908 5700

Primary Purpose

As professional property managers, **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
  The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
  https://www.tenancydatabase.com.au/contact-us
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** privacy policy can be viewed without charge on the **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** website; or contact your local **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** office and we will send or email you a free copy.

Disclaimer

Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals its directors partners employees and related entities responsible for

preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Whitehorse Eastern Group Rentals Pty Ltd T/A Jellis Craig Whitehorse Rentals** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Silvia Alaoui**



Signed at Thu, 17/10/2024 11:25 , from device: iOS 17.6.1 iPhone Mobile Safari 17.6

Renter(s)

Renter 1: **Sung Tak Wong**



Signed at Tue, 15/10/2024 13:45 , from device: Windows 10 Other Firefox 131.0

Renter 2: **Tin Hoi Wong**



Signed at Thu, 17/10/2024 11:12 , from device: iOS 17.6 iPhone Chrome Mobile iOS 129.0.6668

Renter 3: **Yuk Lin Cheung**



Signed at Tue, 15/10/2024 13:48 , from device: iOS 18.0.1 iPhone Mobile Safari 18.0.1

AUDIT TRAIL

Sung Tak Wong (Renter)

Tue, 15/10/2024 13:43 - Sung Tak Wong clicked 'start' button to view the Residential Rental Agreement *(Windows 10 Other Firefox 131.0, IP: 203.219.134.82)*

Tue, 15/10/2024 13:45 - Sung Tak Wong stamped saved signature the Residential Rental Agreement *(Windows 10 Other Firefox 131.0, IP: 203.219.134.82)*

Tue, 15/10/2024 13:45 - Sung Tak Wong submitted the Residential Rental Agreement *(Windows 10 Other Firefox 131.0, IP: 203.219.134.82)*

Tin Hoi Wong (Renter)

Thu, 17/10/2024 11:12 - Tin Hoi Wong clicked 'start' button to view the Residential Rental Agreement *(iOS 17.6 iPhone Chrome Mobile iOS 129.0.6668, IP: 1.136.18.87)*

Thu, 17/10/2024 11:12 - Tin Hoi Wong stamped saved signature the Residential Rental Agreement *(iOS 17.6 iPhone Chrome Mobile iOS 129.0.6668, IP: 1.136.18.87)*

Thu, 17/10/2024 11:13 - Tin Hoi Wong submitted the Residential Rental Agreement *(iOS 17.6 iPhone Chrome Mobile iOS 129.0.6668, IP: 1.136.18.87)*

Yuk Lin Cheung (Renter)

Tue, 15/10/2024 13:46 - Yuk Lin Cheung clicked 'start' button to view the Residential Rental Agreement *(iOS 18.0.1 iPhone Mobile Safari 18.0.1, IP: 124.188.164.115)*

Tue, 15/10/2024 13:48 - Yuk Lin Cheung stamped saved signature the Residential Rental Agreement *(iOS 18.0.1 iPhone Mobile Safari 18.0.1, IP: 124.188.164.115)*

Tue, 15/10/2024 13:48 - Yuk Lin Cheung submitted the Residential Rental Agreement *(iOS 18.0.1 iPhone Mobile Safari 18.0.1, IP: 124.188.164.115)*

Silvia Alaoui (Rental Provider)

Thu, 17/10/2024 11:23 - Silvia Alaoui clicked 'start' button to view the Residential Rental Agreement

Thu, 17/10/2024 11:25 - Silvia Alaoui stamped saved signature the Residential Rental Agreement

Thu, 17/10/2024 11:25 - Silvia Alaoui submitted the Residential Rental Agreement

AGREEMENT END

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

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

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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