

Contract of Sale of Land

Property: 50 Quarry Circuit Coburg VIC 3025

Wyndham Partners

2/36 Synnot Street, Werribee

Ph:03 9749 8799 Fax: 03 9749 8790

Email: lawyers@wyndhampartners.com.au

Ref:67359

© Copyright September 2025



Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

© Copyright September 2025

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties – must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

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

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

Sarah Staikuras
.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

Christos Trangola
.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

Table of contents

Particulars of sale

Special conditions

General conditions

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

Particulars of sale

Vendor's estate agent

Everywhere Real Estate
Suite 205, 111 Overton Road WILLIAMS LANDING 3027
Tel: 0424 786 708 Fax: Ref: Archi Altun Email: archi@everywhere.com.au

Vendor

Sarah Staikuras and Christos Trangola
of 54 Moonee Boulevard Coburg VIC 3025

Tel: Fax: Ref: Email:

Vendor's legal practitioner or conveyancer

WYNDHAM PARTNERS

of 2/36 Synnot Street, Werribee 3030

Tel: 9749 8799 Fax: 9749 8790 Ref: 67359 Email: peta@wyndhampartners.com.au

Purchaser

Tel: Fax: Ref: Email:

Purchaser's legal practitioner or conveyancer

Tel: Fax: Ref: Email:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11057 Folio 686	28	PS514723

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: **50 Quarry Circuit Coburg VIC 3025**

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

All fixed floor coverings

Payment

Price \$
Deposit \$ signing hereof
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 and 26.2)

is due on / /20.....

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*:

Terms contract (general condition 30)

- ~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 (Vic) 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:

(or another lender chosen by the purchaser)

Loan amount: \$ Approval date: / /20.....

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.

1. Interpretative Provisions

1.1 Number, Gender & Description of Parties

Except to the extent that such an interpretation is excluded by or is repugnant to the context, a reference in this Contract to any party includes its successors and permitted assigns, the word ‘persons’ includes a corporation (and vice versa), words importing the singular includes the plural and vice-versa, and words importing any gender includes all other genders.

1.2 Headings

Headings and special condition headings have been inserted into this Contract for guidance only and do not form part of the context of this Contract and are not to be taken into account in the interpretation of this Contract.

1.3 Performance of Obligations

Where any matter or thing is required by this Contract to be performed or carried out on a certain day and that day is not a Business Day, then the act, matter or thing shall be carried out or performed on the next following Business Day.

1.4 Statutory Powers

1.4.1 The powers of the Vendor under this Contract are in addition to the powers the Vendor has under applicable law.

1.4.2 To the extent not prohibited by law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the Vendor is not required to give any notice or allow the expiration of any time to any person.

1.5 Variations

A variation of any term of this Contract is not effective unless it is in writing and signed by the parties

1.6 Application of Law to Inconsistent Provisions

The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.

1.7 Joint and Several Liability

When more than one person and/or corporation constitutes the Purchaser the word "Purchaser" wherever occurring in this Contract or in any conditions implied or incorporated by reference will be read as "Purchasers" and the covenants, agreements and obligations on their part to be observed and performed will be deemed to be covenants agreements and obligations of them jointly and each of them severally.

1.8 No Waiver

No waiver by one party of a breach by the other party of any covenant, obligation or provision of this Contract contained or implied will operate as a waiver of another or continuing breach by the other party of the same or of any other covenant, obligation or provision of this Contract contained or implied.

1.9 Applicable Law

This Contract must be construed and take effect in accordance with the rights and the obligations of the parties and will be governed by the laws of the State of Victoria which is the proper law of this Contract. Each of the parties hereby irrevocably submits to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie and each party agrees that any writ or summons or other process will be served in Australia at the party's address for service from time to time under this Contract

1.10 Parties to Give Full Effect to Contract

Each party must and must procure its servants and agents to sign, execute and deliver all documents instruments in writing and must do and must procure to be done all other acts, matters and things as may be necessary or desirable to give full effect to this Contract.

1.11 Ongoing Application

Any provision of this Contract remaining to be performed or capable of having effect after the Settlement Date this Contract will remain in full force and effect.

1.12 Severance

If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract with the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

1.13 Non-Merger

The parties hereby agree that any Special Condition contained in this Contract, which is capable of non-merger on settlement shall not so merge and shall endure for the benefit of the party in whose favor it is intended.

1.14 Application of LIV Guidelines

The Law Institute of Victoria Property Law Division Dispute Resolution Committee Guidelines do not apply to this Contract.

1.15 Execution by Counterparts

This Contract may be signed in any number of counterparts and each of those counterparts taken together constitute one and the same Contract of Sale.

1.16 Definition of “Claim”

For the purposes of this Contract of Sale, “Claim” includes making any objection or requisition or claim for compensation, a delay in settlement or rescinding or terminating this contract or attempting or purporting to do so.

2. Whole Contract

-
- 2.1 The Purchaser acknowledges that there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the Purchaser is not entitled to rely upon any representations made by or on behalf of the Vendor except those contained in this contract.
- 2.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this contract are merged in and superseded by this contract and are of no force or effect whatever and no party is liable to any other party in respect of this matter.
- 2.3 No oral explanation or information provided by any party to another:
- 2.2.1 affects the meaning or interpretation of this contract; or
- 2.2.2 constitutes any collateral agreement, warranty or understanding between any of the parties.

3. Planning Restrictions

- 3.1 The Purchaser buys the Land subject to:
- 3.1.1 all registered and implied easements affecting the Land and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the land; and
- 3.2.1 any restriction on use or development under any planning schemes or planning permit affecting the Land; and may not make any Claim in connection with them.
- 3.2 The Vendor does not warrant that the Land may be used for any particular purpose
- 3.3 The Purchaser
- 3.3.1 accepts the Property:
- 3.3.1.1 with all existing and future planning, environment and building controls and approvals; and
- 3.3.1.2 in its present condition with all defects and non-compliance with any of those controls or approvals (if any);
- 3.3.2 acknowledges that the decision to purchase the Property was based on the Purchaser's own investigation and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in **special condition 3.3.1**; and
- 3.3.3 waives any right it might otherwise have to claim compensation in relation to any of the matters referred to in this **special condition 3** and agrees that those matters do not affect the Vendor's title to the Property.

4. Condition of Land

- 4.1 The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the Land, the Purchaser is satisfied with the condition, quality and state of repair of the Land and accepts the Land as it is and subject to any defects, need for repair or infestation.
- 4.2 The Vendor is not under any obligation to ensure that the Land as at the Settlement Date is in the same condition or state of repair as at the Day of Sale.
- 4.3 The Purchaser will not make a Claim concerning the matters referred to in Special Condition 4.1 and 4.2 or in respect of any loss, damage, need for repair relating to the Land or any requirements of a statutory authority which may affect the Land between the date of this contract and final completion.
- 4.4 The Purchaser acknowledges that the improvements on the Land may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser will not make any Claim on those grounds.

5. Measurements

The Purchaser admits that the land as offered for sale and inspected by the Purchaser is identical with that described in the title particulars and the Vendor's Statement. The Purchaser shall not make any Claim in respect of any actual or alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

6. GST Treatment

- 6.1 For the purposes of this special condition:
- 6.1.1 'GST' means GST within the meaning of the GST Act;
- 6.1.2 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999*
- 6.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.
- 6.2 6.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which payment is to be made;
- 6.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply.
- 6.3 The rights and obligations under this Special Condition shall not merge at Settlement and shall continue for the benefit of the parties after the Settlement Date.

7. Time Essential

The Purchaser agrees that any extension of time whether expressed or implied granted by the Vendor shall be subject to the proviso that time in all other respects shall remain of the essence of this Contract.

8. Severability

If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

9. Deposit

- 9.1 The deposit shall be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962 (as amended) and on the Purchaser becoming entitled to a Transfer or Conveyance of the property, the Purchaser will give to the Vendor a written acknowledgement to that effect.
- 9.2 If only part of the deposit is paid on signing or before the due date for settlement, the balance of the deposit is due on the date on which the balance of the price is due. Interest will be payable on that part of the deposit which remains unpaid for the period

between signing and the date on which balance of the price is due.

9.3 If any monies are paid as a deposit, in the case of default by the Purchaser all monies paid shall be forfeited

10. Settlement

10.1 At settlement:

10.1.1 the purchaser must pay the balance; and

10.1.2 the vendor must:

- (i) provide certificate of title and instrument of transfer, discharge of registered mortgage (if any) and withdrawal of caveat (if any) in registrable form and statutory declaration required by the Duties Act 2000.
- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

11. Guarantee on the Day of Sale

If the Purchaser shall be or include a Company, the Company will immediately after the execution of this Contract procure the execution by the person who executes the Contract of Sale, and at the option of the Vendor, each of its Directors, of the Guarantee annexed to this Contract.

12. Purchasers Default

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified herein for the payment of the Balance the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor, in addition to the interest payable in accordance with the terms of the Contract:

- 12.1 all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- 12.2 interest payable by the Vendor under any existing mortgage over the property calculated from the due date for payment on the Balance;
- 12.3 accommodation expenses necessarily incurred by the Vendor;
- 12.4 storage and transport costs of the Vendor's furniture and other possessions;
- 12.5 legal costs and expenses as between the Vendor and the Vendor's legal practitioner; and
- 12.6 penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

13. Purchasers Buying Unequal Interests

- 13.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 13.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 13.3 The Purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which, may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 13.4 This Special Condition will not merge on completion.

14. Insurance

It is agreed that periodic outgoings do not include insurance premiums for damage or destruction to the land and improvements.

15. Building and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor of his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.

16. Interest and Costs Payable on Default

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$440-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this Contract or otherwise.

17. Settlement

The failure to settle pursuant to General Condition 32 shall be a default under this contract. The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the land may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land, a Transfer of Land with an Order to Register endorsed thereon by the controlling party directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

18. Purchaser Resident of Australia

The purchaser warrants that he is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

19. Merger

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in these Special Conditions

and the General Conditions in the contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration. This Special condition cannot in any circumstances whatsoever be waived, varied, altered or amended in any way whatsoever, without the written signed and witnessed informed consent of the vendor.

20. Payment of Monies Due

The purchaser irrevocably agrees that the Vendors Representative set out in this contract, has the authority to give directions as to the payment of any monies due to the vendor under the contract without any further specific signed authority from the vendor. The purchaser may not refuse to settle in the absence of any such authority. Any such refusal shall be a breach of the contract and the purchaser shall be liable to pay interest, all other expenses and the vendors foreseeable loss provided for under this contract in the event of any delay in the settlement due to the purchaser's default.

21. Stamp Duty

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

22. Stamp Duty – More Than One Purchaser

22.1 If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name:.....%

Name:.....%

Total : 100 %

22.2 If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

22.3 The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyance or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.

22.4 This special Condition shall not merge on completion of this contract.

23. Connections

The Purchaser shall bear the costs associated with connection to the property of electricity, gas, water, sewerage and telephone.

24. Compliance with DIVISION 2 OF PART II SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

The Purchaser hereby acknowledges that before signing this Contract or any other document relating to the sale hereby effected it has received a Statement in writing signed by the Vendor pursuant to PURSUANT TO DIVISION 2 OF PART II SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC).

25. The Purchaser(s) confirms to the Vendor that the Due Diligence Checklist produced by Consumer Affairs Victoria was made available to them.

26. Signing of documents

26.1 This Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. For clarity, this document is agreed if each party signs either this document or an identical document. In the latter case, this document takes effect when the separately signed documents are exchanged between the parties.

26.2 The parties agree that this Contract may be executed and exchanged electronically in accordance with section 9 of the Electronic Transactions (Victoria) Act 2000

27. Special Condition in Relation To The Covid-19 Health Emergency:

27.1 COVID-19 (Coronavirus disease)

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

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

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.

- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

28. Deletion of General Condition 12

General condition 12 does not apply to this Contract of Sale.

29. RESCHEDULED SETTLEMENT

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as sent out in the particulars of this Contract (due Date) or requests an extension or variation to the due Date, the Purchaser must pay the Vendor's representative \$330.00 for additional costs and disbursements.

30. In the event that the property included a swimming pool or spa, the Purchaser hereby acknowledged by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The purchaser further acknowledged that notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirement, nor will the purchaser require the Vendor to comply with any requirements and the Purchaser may not seek any compensation from the vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with

31. Notwithstanding any other provision in this contract (including the particulars of sale), the purchaser acknowledges and agrees that the Vendor may leave on the property at settlement any chattels whatsoever including but not limited to, refuse, rubbish, building debris, glass, furniture, vehicles, plant, equipment, person items and materials which the vendor does not wish to remove from the property ('Abandoned Chattels'). On settlement, title, risk and responsibility in the Abandoned Chattels passes to the purchaser

31.1 The Purchaser must not require the vendor to remove the Abandoned Chattels at settlement.

31.2 The purchaser must not object, seek compensation or refuse to complete this contract because some or all of the Abandoned Chattels remain on the property at settlement or have been removed.

32. Christmas & New Year's Office Closure

The office of Wyndham Partners Pty Ltd will be closed for the Christmas Period from the 24 December 2025 to 14 January 2026. Should the due date for settlement as stipulated in the Particulars of Sale fall between these dates, this Special Condition shall prevail and have the effect of altering the due date for settlement to read 21 January 2026. Neither party shall have any recourse against the other or shall be entitled to make any claim or request compensation should the due date for Settlement be required to be changed to 21 January 2026.

Further, should the due date for any special conditions, including but not limited to purchaser's loan approval, building & pest inspections fall between these dates, this Special Condition shall prevail and have the effect of altering the due date for such condition to read 14 January 2026. Neither party shall have any recourse against the other or shall be entitled to make any claim or request compensation should the due date for conditions/approvals be required to be changed to 14 January 2026.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “**electronic signature**” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to –
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not –
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

~~12. DOMESTIC BUILDING INSURANCE~~

~~The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.~~

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
- 21 days have elapsed since the day of sale; and
 - 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 –
- 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
 - the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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 –
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in

accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any 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.....)

GST RESIDENTIAL WITHHOLDING - SUPPLIER NOTIFICATION
Pursuant to Section 14-255 Schedule 1 Taxation Administration Act
1953 (Cth)

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

DATED

Property: 50 Quarry Circuit Coburg VIC 3025 **(the Property)**
To: The Purchaser named in this contract relating to the sale of the Property
Vendor: Sarah Staikuras and Christos Trangola

Withholding payment details

Purchaser / buyer must make a GST withholding payment: No Yes

If YES to above, **Supplier details are:**

Name of supplier:

ABN:

Business address:

Supplier's proportion of residential withholding payment: \$

Amount purchaser must pay: \$

To be paid: AT COMPLETION **OR** SPECIFIED DATE

Any consideration expressed otherwise that an amount in money? No Yes

If yes, the GST inclusive market value of the non-monetary consideration: \$

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

© Copyright June 2024

Section 32 Statement

Instructions for completing this document

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

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

"Nil" may be written in any of the rectangular boxes if appropriate.

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

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	50 Quarry Circuit Coburg VIC 3025	
+ Vendor's name	Sarah Staikuras	Date / /
+ Vendor's signature		
+ Vendor's name	Christos Trangola	Date / /
+ Vendor's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		

Important information

Legal practitioners using this document should check for any subsequent changes in the law. The Law Institute of Victoria, its contractors and agents are not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in the precedent document, or any other changes in the law or understanding of the law, arising from any legislative instruments or the decision of any court or tribunal, whether before or after this precedent was prepared, first published, sold or used.

Copyright

This document is copyright. This document may only be reproduced in accordance with an agreement with the Law Institute of Victoria Ltd ABN 32 075 475 731 for each specific transaction that is authorized. Any person who has purchased a physical copy of this precedent document may only copy it for the purpose of providing legal services for a sale by a specific vendor of specific land.

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Their total does not exceed:

\$ 8000.00

OR

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

OR

(c) Their amounts are:

	Authority	Amount	Interest (if any)
(1)		(1) \$	(1) \$
(2)		(2) \$	(2) \$
(3)		(3) \$	(3) \$
(4)		(4) \$	(4) \$

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$ To

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

¹ Other than any GST payable in accordance with the contract.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120.6
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

OR

Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an "X"

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

OR

Are as follows:

NOT TO VENDORS KNOWLEDGE

4.2 Agricultural Chemicals

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

NOT TO VENDORS KNOWLEDGE

4.3 Compulsory Acquisition

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

NOT TO VENDORS KNOWLEDGE

5. BUILDING PERMITS

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

Are as follows:

NOT TO VENDORS KNOWLEDGE

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

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

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

7.2 GAIC Recording

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

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

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

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval

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

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due Diligence Checklist



What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting 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.

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.

Rural properties

Land boundaries

Do you know the exact boundary of the property?

consumer.vic.gov.au/duediligencechecklist



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

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 11057 FOLIO 686

Security no : 124132816086S

Produced 10/03/2026 01:01 PM

LAND DESCRIPTION

Lot 28 on Plan of Subdivision 514723S.
PARENT TITLE Volume 10803 Folio 742
Created by instrument PS514723S 17/03/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SARAH STAIKURAS
CHRISTOS TRANGOLA both of 50 QUARRY CIRCUIT COBURG VIC 3058
AK747573A 29/11/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK747574X 29/11/2013
WESTPAC BANKING CORPORATION

COVENANT PS430271T 06/07/2001

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 PS514723S 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: 50 QUARRY CIRCUIT COBURG VIC 3058

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS514723S

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

Delivered from the LANDATA® System by InfoTrack Pty Ltd

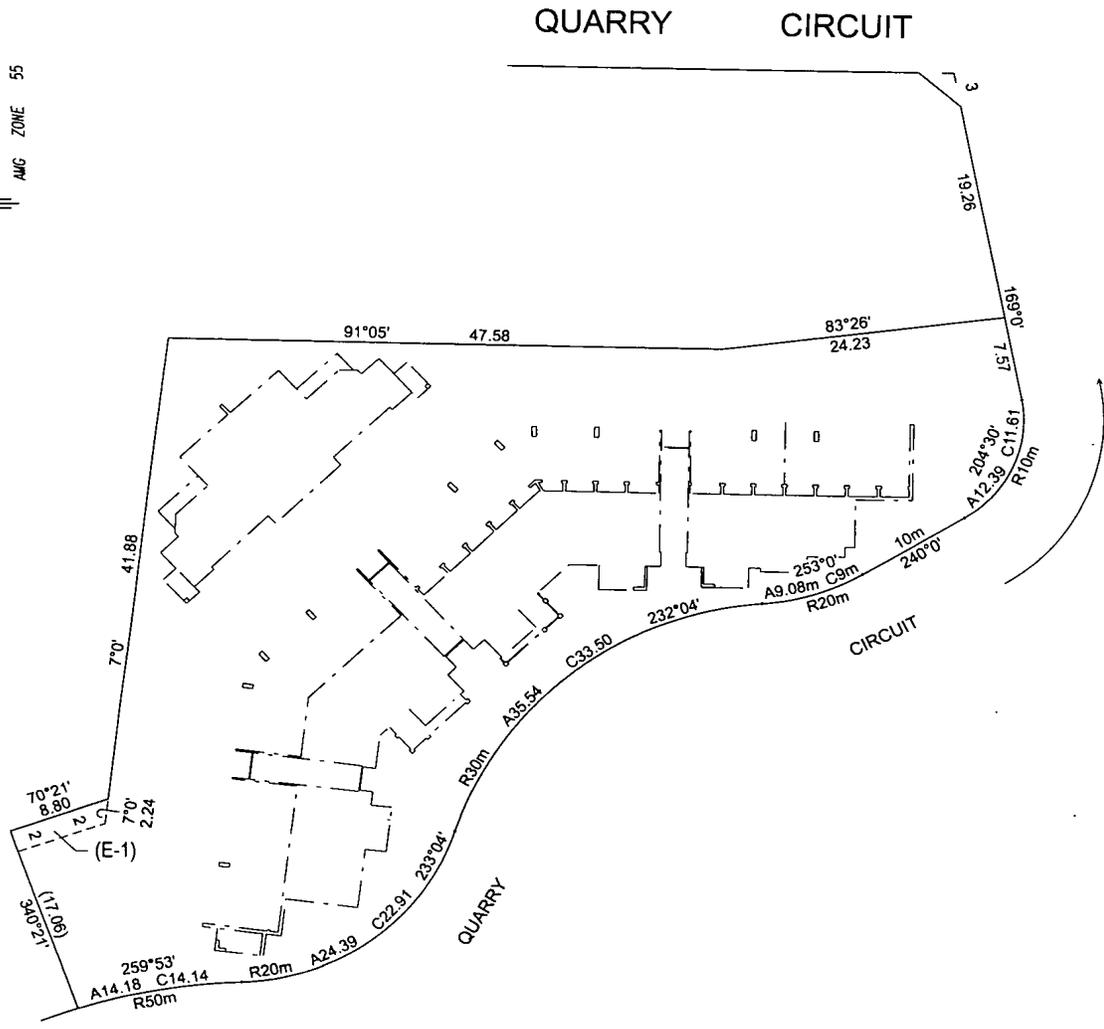
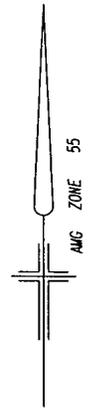
The information supplied by InfoTrack (ActionStep) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

© 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.

PLAN OF SUBDIVISION		STAGE No. --	LR USE ONLY EDITION 1	PLAN NUMBER PS 514723S
LOCATION OF LAND PARISH: JIKA JIKA TOWNSHIP: COBURG SECTION: --- CROWN ALLOTMENT: 16 (PART) CROWN PORTION: --- TITLE REFERENCES: VOL:10803 FOL:742 LAST PLAN REFERENCE: LOT F PS:514722U POSTAL ADDRESS: QUARRY CIRCUIT, COBURG, 3058 MGA 94 CO-ORDINATES: E: 321 322 N: 5 821 507 ZONE: 55 (of approx. centre of plan)		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: MORELAND CITY COUNCIL REF: SC 2005/0192 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE 7/01/2008 RE CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION	15.24m BELOW THE SURFACE APPLIES TO LAND IN THIS PLAN		STAGING	THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.
NOTES: COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 29 (BOTH INCLUSIVE) BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: NIL EXTERIOR FACE: BOUNDARIES MARKED E INTERIOR FACE: ALL OTHER BOUNDARIES		ESTATE: --- STAGE AREA: 2850m2 No. OF LOTS: 29 MEL: 17 :K:11 ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, STRUCTURAL WALLS AND SLABS WITHIN THE BUILDINGS ARE DEEMED TO BE PART OF COMMON PROPERTY No: 1. NOTE THE POSITIONS OF THESE COLUMNS, DUCTS, SHAFTS, STRUCTURAL WALLS AND SLABS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN PT - DENOTES (PART) PTS - DENOTES (PARTS) CP1 - DENOTES COMMON PROPERTY No:1 SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.		
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASMENT R - ENCUMBERING EASEMENT (ROAD)		LR USE ONLY		
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	SEWERAGE	SEE PLAN	PS514722U	YARRA VALLEY WATER LIMITED
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 12/03/2008				LR USE ONLY PLAN REGISTERED TIME 2:55 PM DATE 17/03/2008  ASSISTANT REGISTRAR OF TITLES
LOTS 28 AND 29 ARE COMPRISED 2 PARTS LOTS 1 TO 27 (BOTH INCLUSIVE) ARE COMPRISED OF 3 PARTS				SHEET 1 OF 8 SHEETS
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310		LICENSED SURVEYOR: G W HUMPHREY SIGNATURE: DATE: 26/11/07 REF: 6083/F VERSION: 6		DATE 7/01/2008 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED	JE	DATE: 26/11/07		

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	--	PS 514723S

DIAGRAM 1
SITE PLAN



bpd
Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310

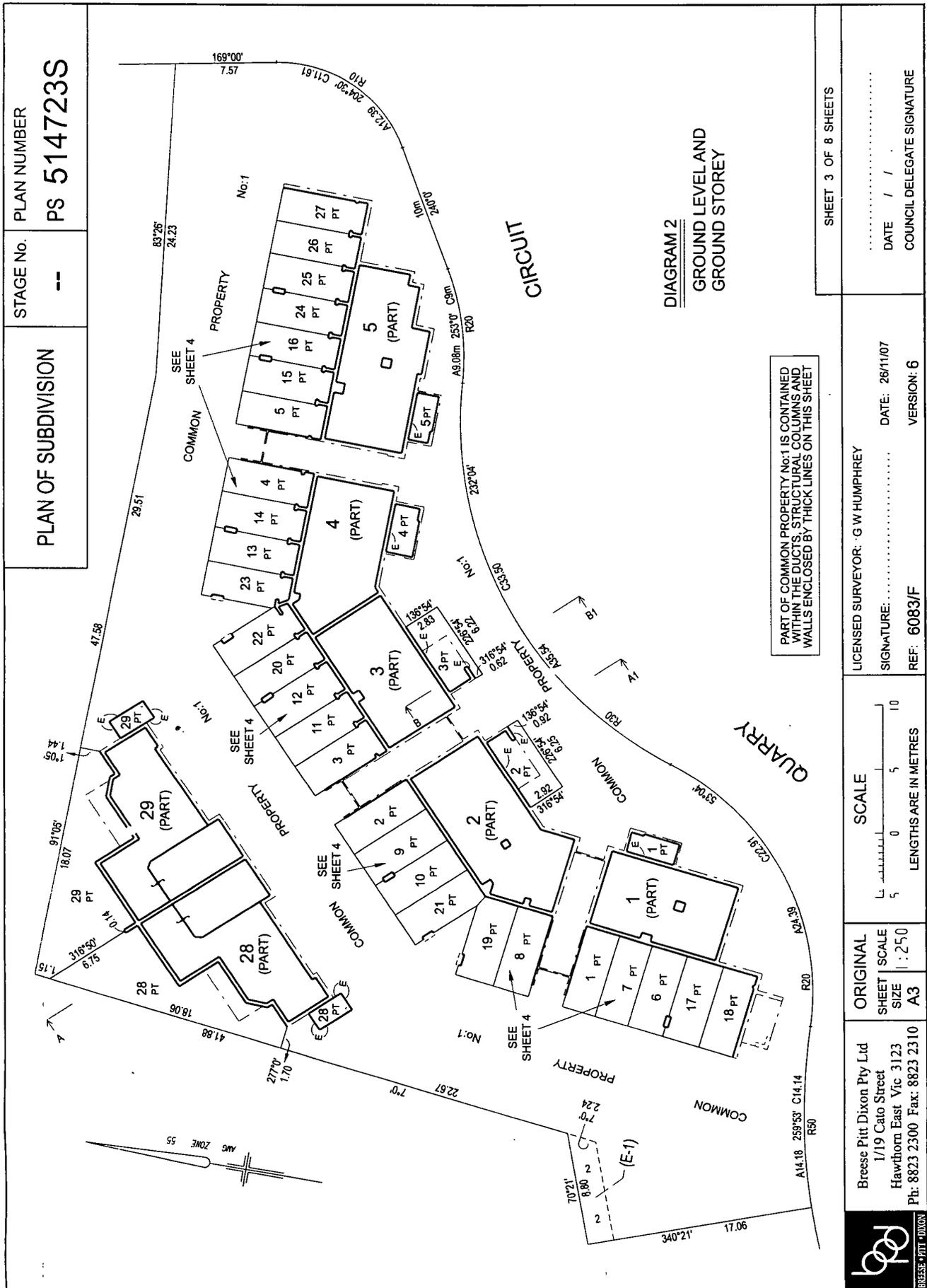
SHEET 2 OF 8 SHEETS

ORIGINAL
SHEET SIZE
A3

SCALE
1:400
LENGTHS ARE IN METRES

LICENSED SURVEYOR: G W HUMPHREY
SIGNATURE: DATE: 26/11/07
REF: 6083/F VERSION: 6

DATE / /
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No. --

PLAN NUMBER
PS 514723S

DIAGRAM 2
GROUND LEVEL AND
GROUND STOREY

PART OF COMMON PROPERTY No:1 IS CONTAINED WITHIN THE DUCTS, STRUCTURAL COLUMNS AND WALLS ENCLOSED BY THICK LINES ON THIS SHEET

SHEET 3 OF 8 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

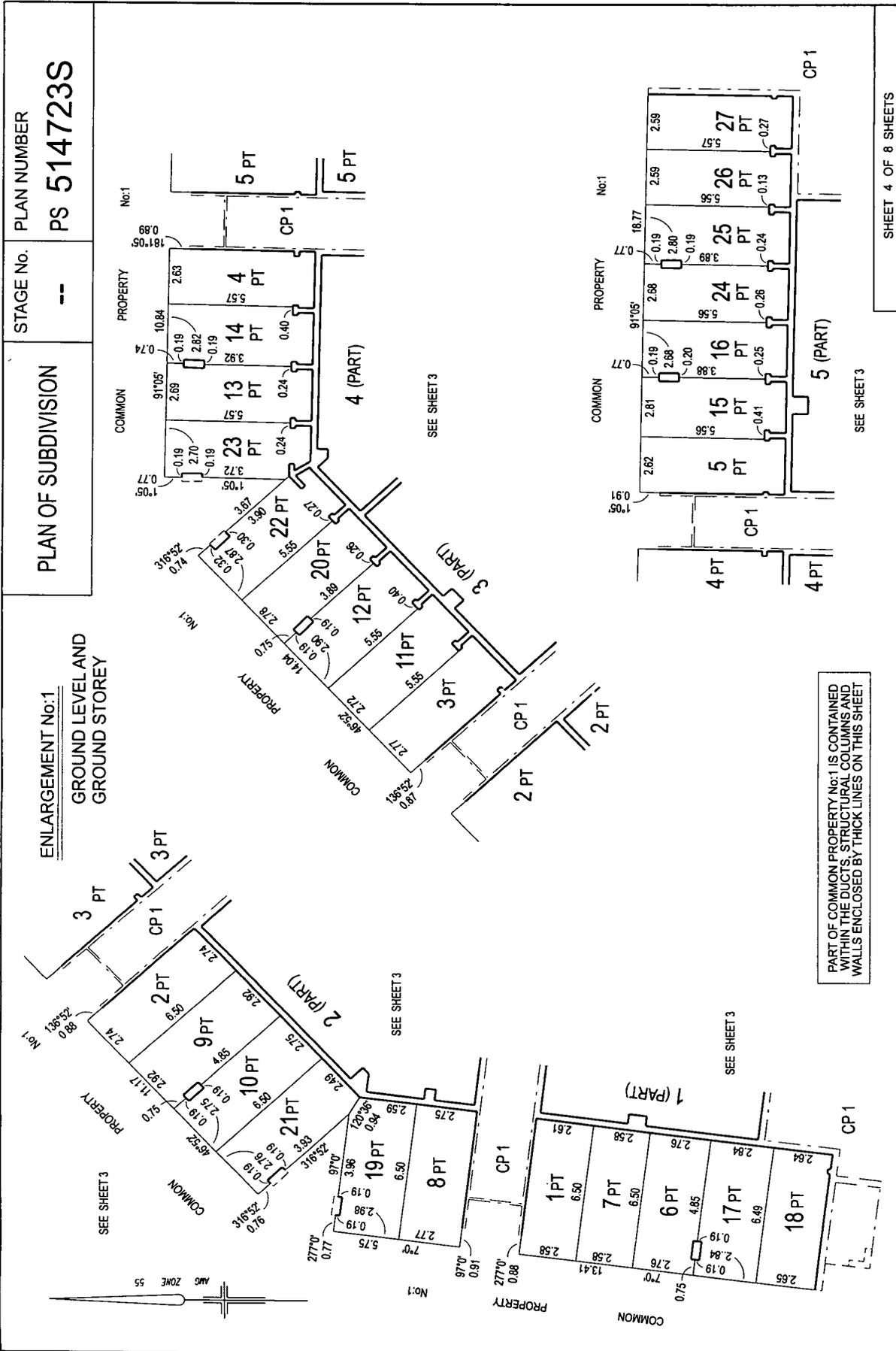
LICENSED SURVEYOR: G W HUMPHREY
SIGNATURE: DATE: 26/11/07
REF: 6083/F VERSION: 6

SCALE
LENGTHS ARE IN METRES
0 5 10

ORIGINAL SHEET SCALE SIZE A3 : 250

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310





PLAN OF SUBDIVISION

STAGE No. --

PLAN NUMBER PS 514723S

ENLARGEMENT No:1
GROUND LEVEL AND
GROUND STOREY

LICENSED SURVEYOR: G.W. HUMPHREY

SIGNATURE: DATE: 26/11/07

VERSION: 6

REF: 6083/F

SCALE

ORIGINAL SHEET SIZE A3

SCALE 1:200

SHEET 4 OF 8 SHEETS

COUNCIL DELEGATE SIGNATURE

DATE / /



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310

PLAN OF SUBDIVISION

STAGE No. --

PLAN NUMBER PS 514723S

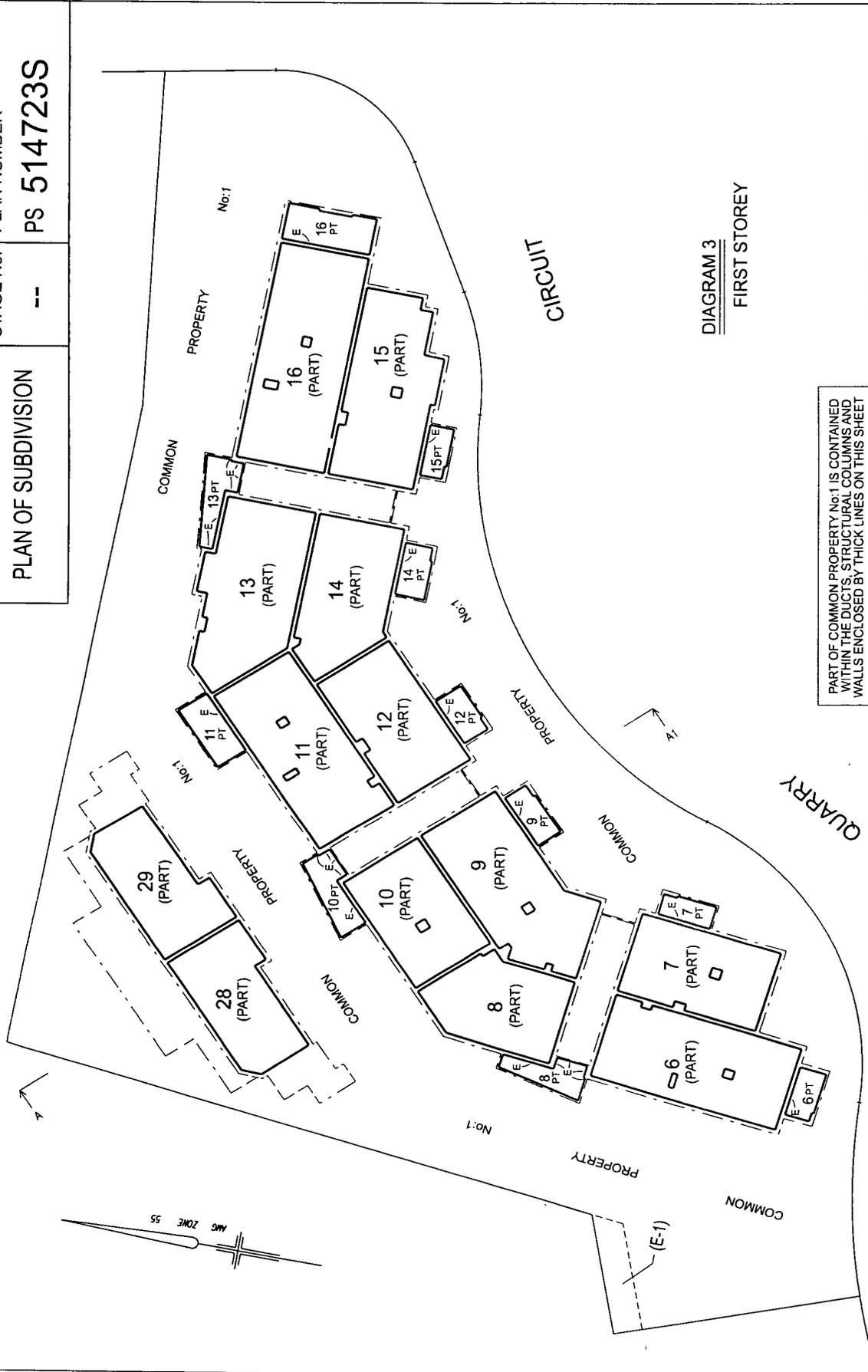


DIAGRAM 3
FIRST STOREY

SHEET 5 OF 8 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR: G W HUMPHREY

SIGNATURE: DATE: 26/11/07

REF: 6083/F VERSION: 6

SCALE

5 0 5 10

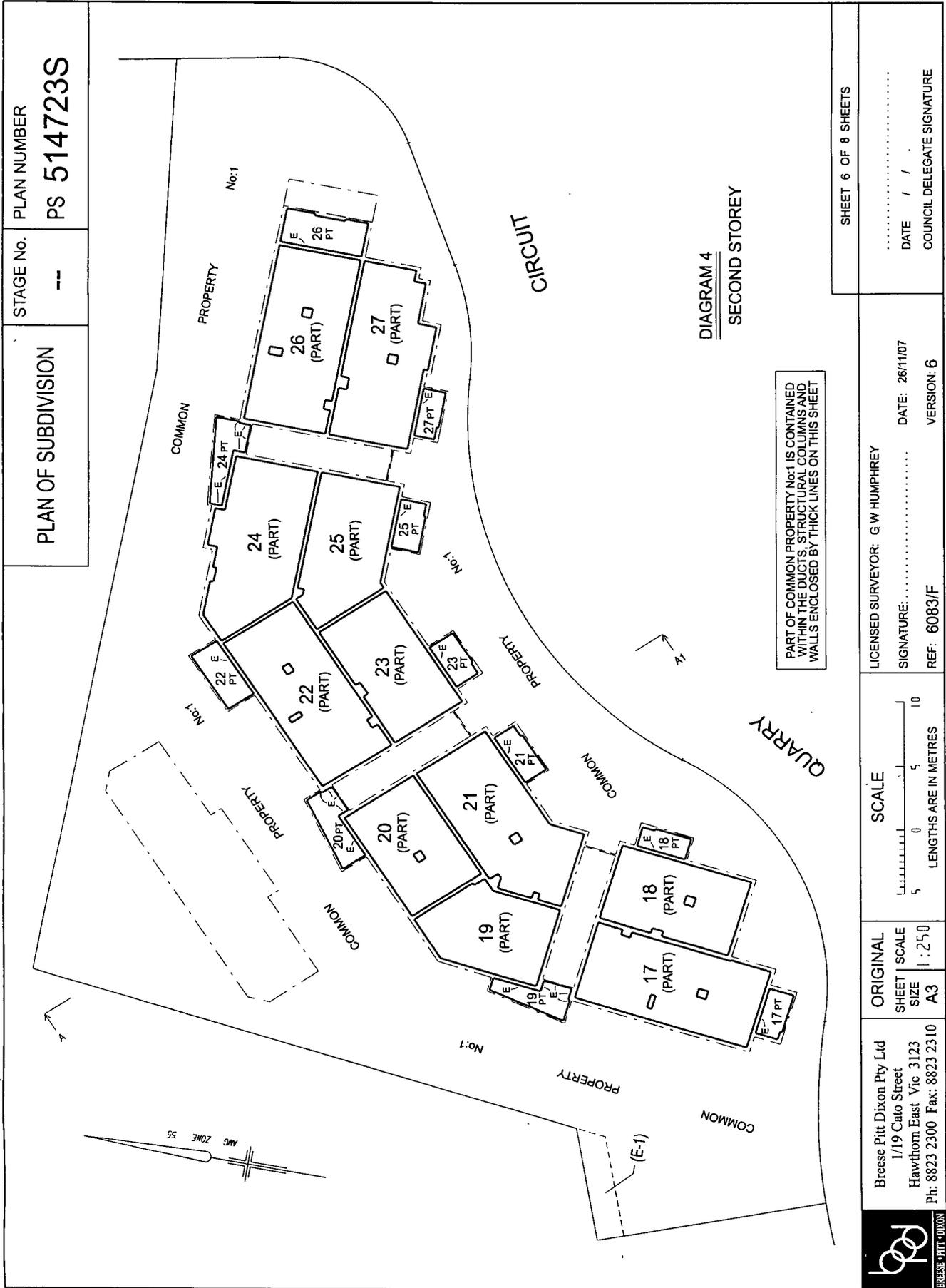
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SCALE 1:250

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310





PLAN OF SUBDIVISION

STAGE No. --

PLAN NUMBER
PS 514723S

SHEET 6 OF 8 SHEETS

LICENSED SURVEYOR: G W HUMPHREY

SIGNATURE: DATE: 26/11/07

REF: 6083/F VERSION: 6

SCALE



ORIGINAL SHEET SIZE A3

SCALE 1:250

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310



BREESE PITT DIXON

PS514723S

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT



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	PS514722U
Number of Pages (excluding this cover sheet)	2
Document Assembled	11/03/2026 11:11

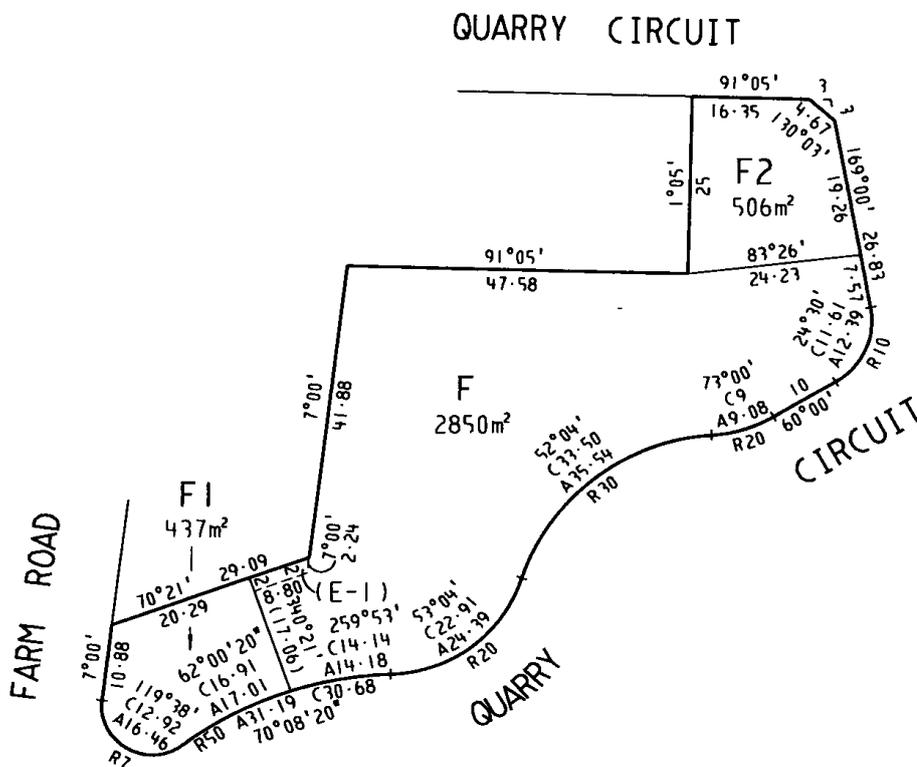
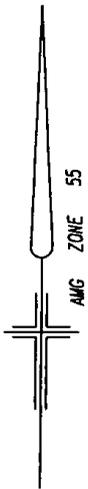
Copyright and disclaimer notice:

© 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.

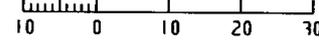
	PLAN OF SUBDIVISION	STAGE No. ---	LR USE ONLY EDITION 1	PLAN NUMBER PS 514722U
LOCATION OF LAND PARISH: JIKA JIKA TOWNSHIP: COBURG SECTION: ----- CROWN ALLOTMENT: 16 CROWN PORTION: ----- TITLE REFERENCES: VOL 10648 FOL 270 LAST PLAN REFERENCE: LOT F ON PS 508410A POSTAL ADDRESS: QUARRY CIRCUIT (AT TIME OF SUBDIVISION) COBURG 3058 AMG CO-ORDINATES: E 321 250 (OF APPROX. CENTRE OF PLAN) N 5 821 300 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : MORELAND CITY COUNCIL REF : SC 2003/0153 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 15/1/2004 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE 7/4/2004		
VESTING OF ROADS OR RESERVES				
IDENTIFIER		COUNCIL/BODY/PERSON		
NIL		NIL		
NOTATIONS				
DEPTH LIMITATION 15.24m BELOW THE SURFACE APPLIES TO LAND IN THIS PLAN		STAGING		THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.
NOTES: TANGENT POINTS ARE SHOWN THUS :		THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) . IN PROCLAIMED SURVEY AREA No.		
SURVEY: THIS PLAN IS BASED ON SURVEY VIDE PS 430271T				
EASEMENT INFORMATION				NOTATIONS
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				ESTATE PENTRIDGE VILLAGE STAGE F3L NO.OF LOTS 3 AREA 3794m ² MEL: 17 J11
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LIMITED
				LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 26/5/04
				LR USE ONLY PLAN REGISTERED TIME 11.56am DATE 27/5/04 ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 2 SHEETS
breese pitt dixon pty ltd 1/19 cato street hawthorn east, vic 3123 ph:9822 0301 fax:9822 1877		LICENSED SURVEYOR GEOFF W. HUMPHREY SIGNATURE DATE 09/03/04 REF: 6083/F3L VERSION 3		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED	N.O.	DATE 09/03/04		

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	--	PS 514722U



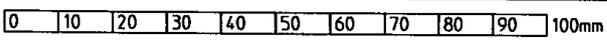

 breese pitt dixon Pty Ltd
 1/19 cato street
 hawthorn east, vic 3123
 ph:9822 0301 fax:9822 1877

SHEET 2 OF 2 SHEETS

ORIGINAL	SCALE
SHEET SIZE A3	1:750
 LENGTHS ARE IN METRES	

LICENSED SURVEYOR GEOFF W. HUMPHREY
 SIGNATURE DATE 09/03/04
 REF: 6083/F3L VERSION 3

.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE





Department of Transport and Planning

Owners Corporation Search Report

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: 10/03/2026 01:02:14 PM

OWNERS CORPORATION 1
PLAN NO. PS514723S

The land in PS514723S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 29.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MBCM STRATA SPECIALISTS ESSENDON, SUITE 9 LEVEL 2 902 MOUNT ALEXANDER ROAD ESSENDON VIC 3040

AV985545E 01/09/2022

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. AV776497E 27/06/2022

Additional Owners Corporation Information:

OC000247P 20/03/2008

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	90	90
Lot 2	115	115
Lot 3	90	90
Lot 4	90	90
Lot 5	110	110
Lot 6	115	115



Department of Transport and Planning

Owners Corporation Search Report

Produced: 10/03/2026 01:02:14 PM

OWNERS CORPORATION 1
PLAN NO. PS514723S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	90	90
Lot 8	90	90
Lot 9	115	115
Lot 10	90	90
Lot 11	115	115
Lot 12	90	90
Lot 13	115	115
Lot 14	90	90
Lot 15	110	110
Lot 16	120	120
Lot 17	115	115
Lot 18	90	90
Lot 19	90	90
Lot 20	90	90
Lot 21	115	115
Lot 22	115	115
Lot 23	90	90
Lot 24	120	120
Lot 25	90	90
Lot 26	120	120
Lot 27	110	110
Lot 28	155	155
Lot 29	155	155
Total	3090.00	3090.00

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.



Merri-bek City Council
Locked Bag 10 Brunswick VIC 3056

10

Telephone (03) 9240 1111
Facsimile (03) 9240 1212
TTY 133 677

Website www.merri-bek.vic.gov.au
Email info@merri-bek.vic.gov.au
ABN 46 202 010 737

TAX INVOICE

Merri-bek
City Council

RATES INSTALMENT NOTICE
For the period 1 July 2025 to 30 June 2026



S Staikuras
54 Moonee Boulevard
GLENROY VIC 3046



023
I030138
DLX4_6557

paid 3/3/26

ASSESSMENT NUMBER

1721898

DATE OF ISSUE

14/01/2026

Payable by

28/02/2026

\$536.00

Any arrears shown on this notice
are payable immediately



Receive your notice via email - go
to merri-bek.enotices.com.au

Your eNotice Reference No.

272409095F

Property Address 50 Quarry Circuit, COBURG VIC 3058
Property Description CT-11057/686 Lot 28 PS 514723
Property Owner Details Ms S Staikuras 54 Moonee Boulevard, GLENROY VIC 3046

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
01/01/2025	\$195,000	\$700,000	\$35,000	120.6

INSTALMENT DETAILS

Third Instalment due 28 February 2026 \$536.00

Any payments received after 9 January, 2026 may not reflect on this notice.
If you are experiencing payment difficulties, please request an extension or payment plan at
www.merri-bek.vic.gov.au/ratessupport

Four Instalments	30/09/2025	30/11/2025	28/02/2026	31/05/2026
	\$0.00	\$0.00	\$536.00	\$536.00

See reverse for payment options. Please return this section if paying by mail.



Billor Code: 35105

Ref: 1721 898

BPAY this payment via Internet or phone banking.

POST billpay



*3523 1721898

For payments made by Council's telephone
service please call 03 9240 1111 and follow the prompts

Amount Payable:

\$536.00

Payment Due by:

28/02/2026

Assessment No: 1721898

Ratepayer Name: S Staikuras

Property Address: 50 Quarry Circuit, COBURG VIC 3058

From www.planning.vic.gov.au at 11 March 2026 04:29 PM

PROPERTY DETAILS

Address: **50 QUARRY CIRCUIT COBURG 3058**
 Lot and Plan Number: **Lot 28 PS514723**
 Standard Parcel Identifier (SPI): **28\PS514723**
 Local Government Area (Council): **MERRI-BEK**
 Council Property Number: **99024**
 Planning Scheme: **Merri-bek**
 Directory Reference: **Melway 17 K11**

www.merri-bek.vic.gov.au

[Planning Scheme - Merri-bek](#)

UTILITIES

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

STATE ELECTORATES

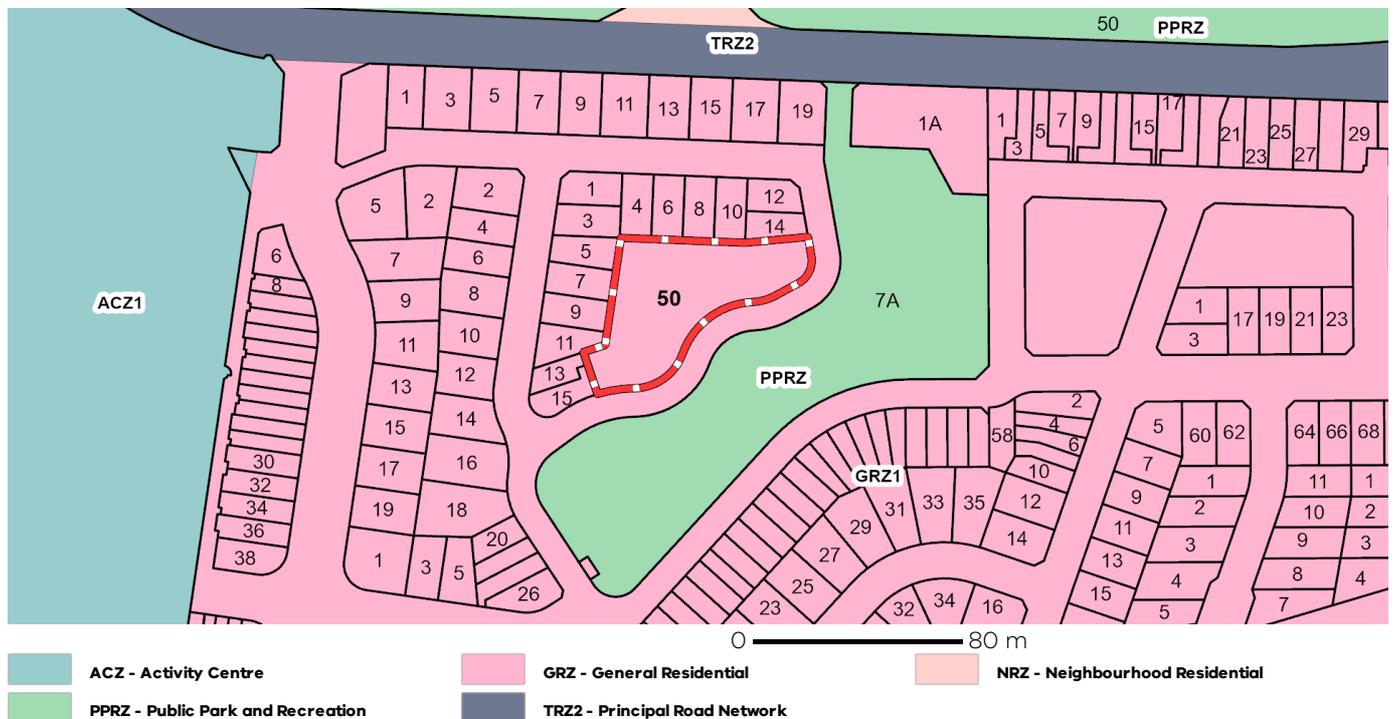
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **PASCOE VALE**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

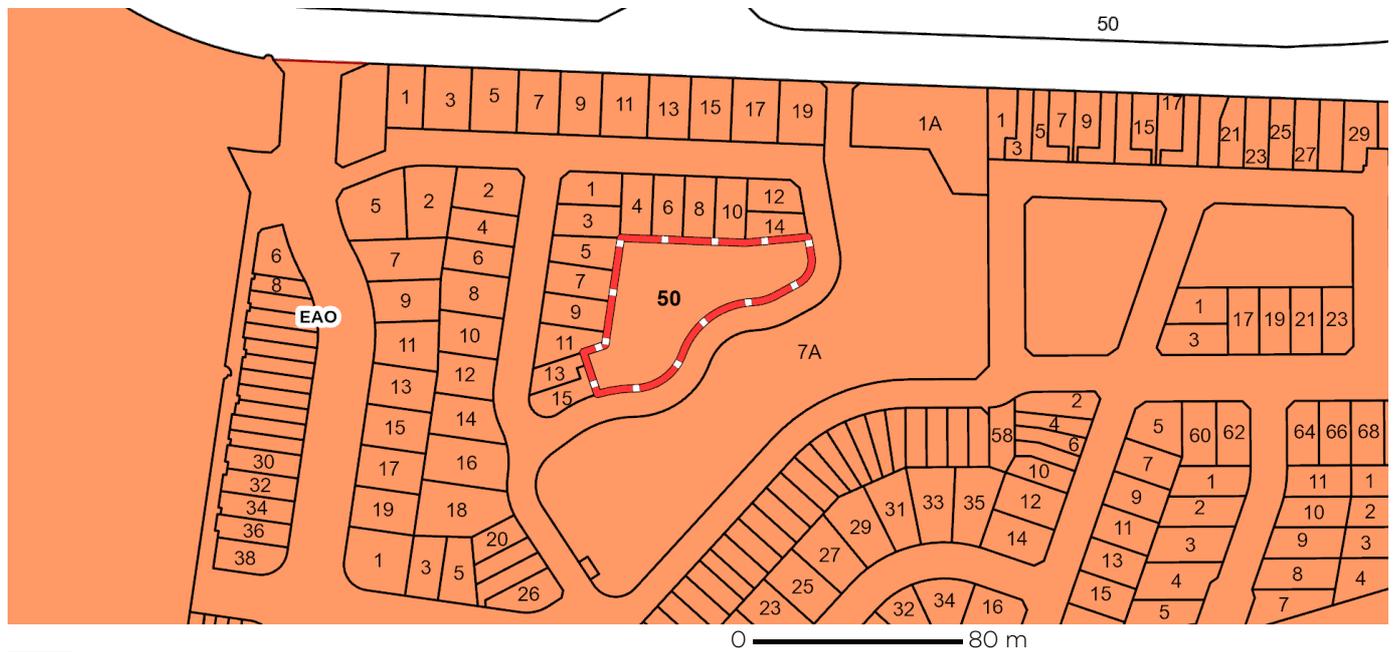
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



DCPO - Development Contributions Plan Overlay

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

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



EAO - Environmental Audit Overlay

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

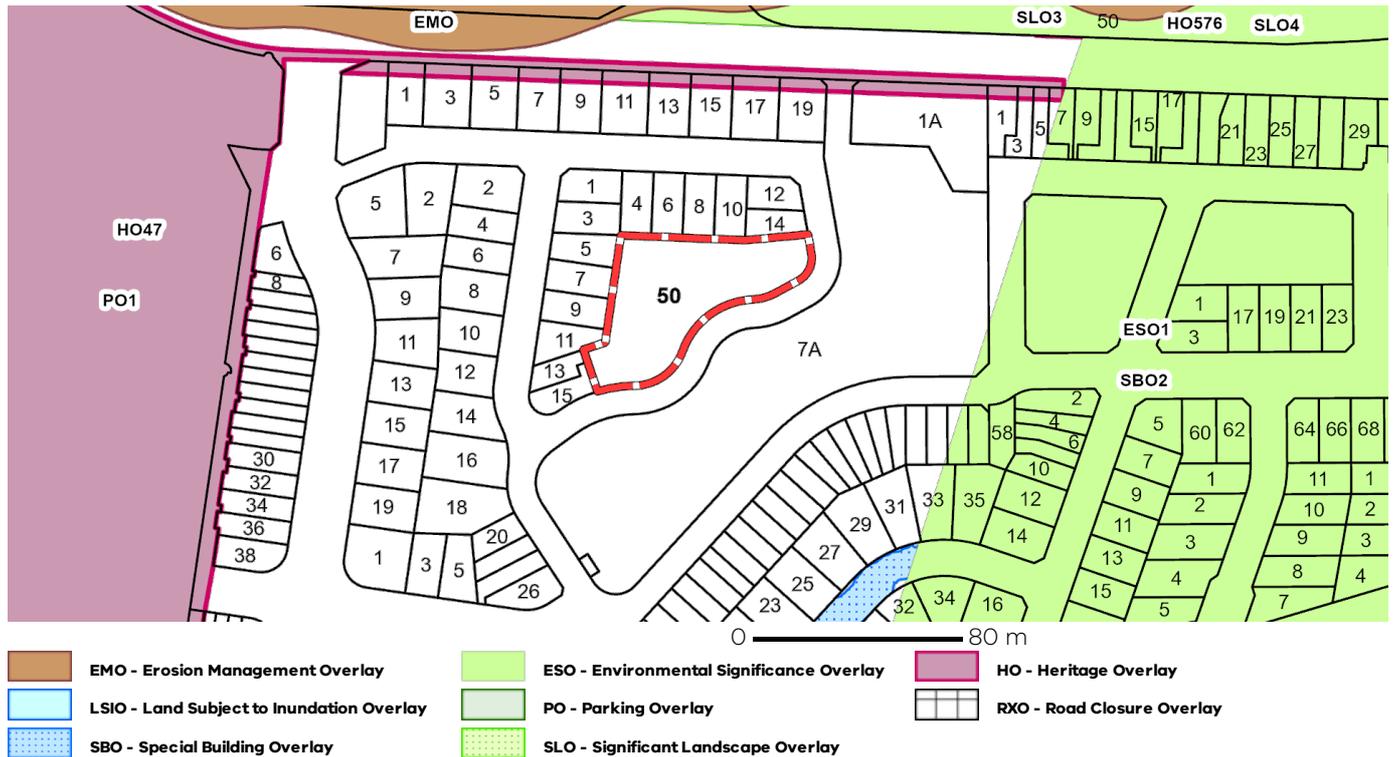
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[PARKING OVERLAY \(PO\)](#)

[ROAD CLOSURE OVERLAY \(RXO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 6 March 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.vic.gov.au/vicplan/>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

Created at 11 March 2026 04:30 PM

PROPERTY DETAILS

Address: **50 QUARRY CIRCUIT COBURG 3058**

Lot and Plan Number: **Lot 28 PS514723**

Standard Parcel Identifier (SPI): **28\PS514723**

Local Government Area (Council): **MERRI-BEK**

Council Property Number: **99024**

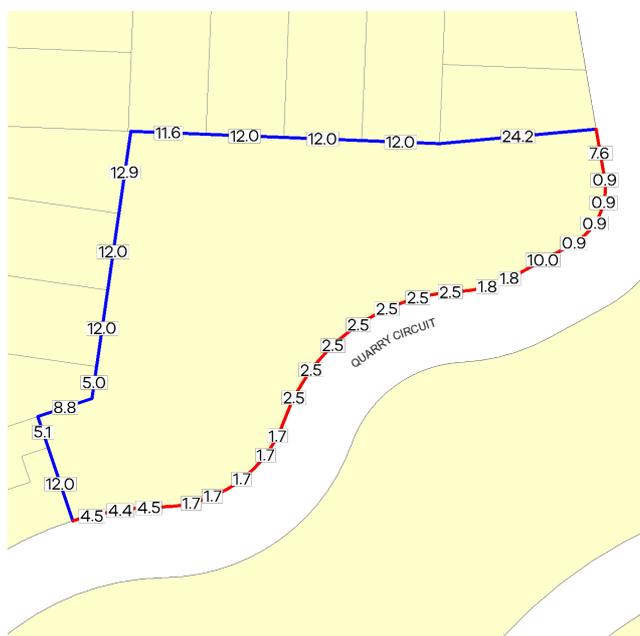
Directory Reference: **Melway 17 K11**

www.merri-bek.vic.gov.au

Note: There are 30 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 2850 sq. m

Perimeter: 253 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

30 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **PASCOE VALE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

11 March 2026

Enquiries: Building Services Unit
Your Ref: 79894386-019-4:173126



Landata
PO Box 500
EAST MELBOURNE VIC 8002

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 51 (1)

LAND OR BUILDING INFORMATION

I refer to your request for land or building information as permitted pursuant to Regulation 51 (1) of the Building Regulations and advise as follows: -

ADDRESS: 50 Quarry Circuit, COBURG VIC 3058

Council records indicate that there have been no Building Permits issued for this property in the last ten (10) years.

NOTICES/ORDERS

A search of Council's Building records has failed to locate any outstanding notices or orders issued under the Building Act 1993.

Should you require any further assistance in respect of this information, please contact Citizens Services on 9240 1111 and request to speak to City Development Service Support.

At Merri-bek we are keen to know how customers experience our services. You can share your feedback by completing a short survey [here](#) or by scanning the QR code below:



Speak with us in your language

For more information visit merri-bek.vic.gov.au/your-language

Per maggiori informazioni nella tua lingua, chiama il numero **9280 1911**

اپنی زبان میں مزید جاننے کے لیے
پر کال کریں۔ **9280 1917**

如需了解更多您语言版本
的信息, 请致电 **9280 0750**

अपनी भाषा में अधिक जानने के
लिए, **9280 1918** पर कॉल करें

Για να μάθετε περισσότερα στη
γλώσσα σας, καλέστε το **9280 1912**

तपाईंको भाषामा थप जान्नको लागि,
9280 1910 मा कल गर्नुहोस्

Para saber más en tu idioma
llama al **9280 1916**

To speak with us in a
language not listed here,
please call **9280 1919**

لمعرفة المزيد بلغتك، اتصل
بالرقم **9280 1913**

Kendi dilinizde daha fazla bilgi
edinmek için **9280 1914**'ü arayın

Để tìm hiểu thêm bằng ngôn
ngữ của bạn, hãy gọi **9280 1915**

City Development Service Support

Property Clearance Certificate

Land Tax



INFOTRACK / WYNDHAM PARTNERS

Your Reference: 67359

Certificate No: 98140359

Issue Date: 11 MAR 2026

Enquiries: JXD11

Land Address: 50 QUARRY CIRCUIT COBURG VIC 3058

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36261115	28	514723	11057	686	\$975.00

Vendor: CHRISTOS TRANGOLA & SARAH STAIKURAS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
SARAH STAIKURAS	2026	\$195,000	\$975.00	\$0.00	\$975.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$700,000

SITE VALUE (SV): \$195,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$975.00**

Notes to Certificate - Land Tax

Certificate No: 98140359

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$195,000

Calculated as \$975 plus (\$195,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,000.00

Taxable Value = \$700,000

Calculated as \$700,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 98140359

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 98140359

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / WYNDHAM PARTNERS

Your Reference:	67359
Certificate No:	98140359
Issue Date:	11 MAR 2026
Enquires:	JXD11

Land Address: 50 QUARRY CIRCUIT COBURG VIC 3058

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36261115	28	514723	11057	686	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.6	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$700,000
SITE VALUE:	\$195,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98140359

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / WYNDHAM PARTNERS

Your Reference: 67359

Certificate No: 98140359

Issue Date: 11 MAR 2026

Land Address: 50 QUARRY CIRCUIT COBURG VIC 3058

Lot	Plan	Volume	Folio
28	514723	11057	686

Vendor: CHRISTOS TRANGOLA & SARAH STAIKURAS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 98140359

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 98140353</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 98140353</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
---	--	--



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wyndham Partners C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 270764

NO PROPOSALS. As at the 10th March 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

50 QUARRY CIRCUIT, COBURG 3058
CITY OF MERRI-BEK (Moreland)

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

Date of issue: 10th March 2026

[Vicroads Certificate] # 79894386 - 79894386161330 '270764'

10th March 2026

Wyndham Partners C/- InfoTrack (ActionStep) C/- LA
LANDATA

Dear Wyndham Partners C/- InfoTrack (ActionStep) C/- LA,

RE: Application for Water Information Statement

Property Address:	50 QUARRY CIRCUIT COBURG 3058
Applicant	Wyndham Partners C/- InfoTrack (ActionStep) C/- LA LANDATA
Information Statement	31017848
Conveyancing Account Number	7959580000
Your Reference	270764

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	50 QUARRY CIRCUIT COBURG 3058
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	50 QUARRY CIRCUIT COBURG 3058
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

The NDS SECTION 3

passes beneath this property at a minimum depth of 20

. Access shafts are not located within this property. For further information please contact Melbourne Water on 9235 2517.

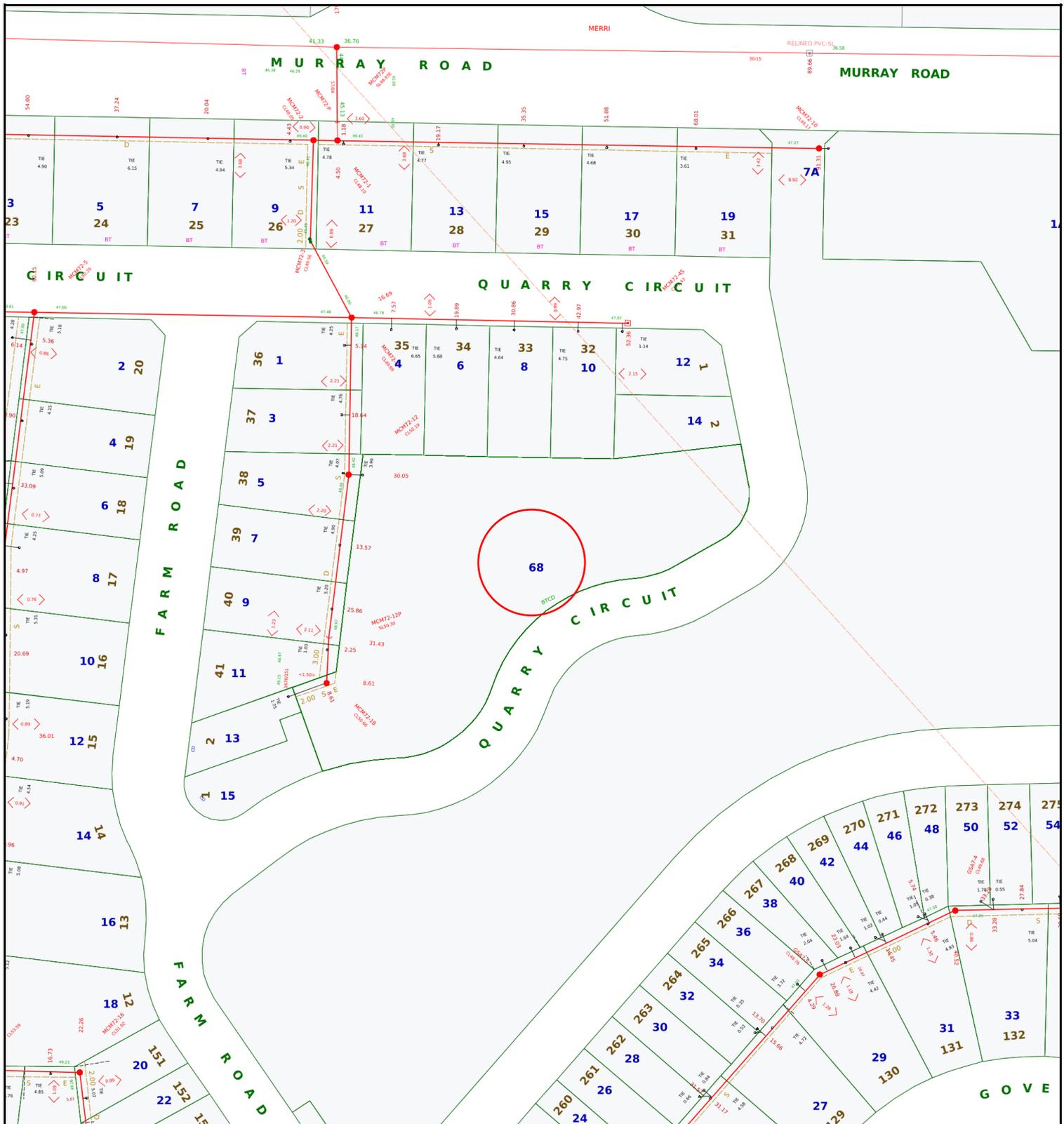
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 31017848**

Address 50 QUARRY CIRCUIT COBURG 3058

Date 10/03/2026

Scale 1:1000



ABN 93 066 902 501

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

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

Wyndham Partners C/- InfoTrack (ActionStep) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1966440000
Rate Certificate No: 31017848

Date of Issue: 10/03/2026
Your Ref: 270764

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
50 QUARRY CCT, COBURG VIC 3058	28\PS514723	1647886	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82

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	\$193.68



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

Property No: 1647886

Address: 50 QUARRY CCT, COBURG VIC 3058

Water Information Statement Number: 31017848

HOW TO PAY



Biller Code: 314567
Ref: 19664400007

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation (1) Plan No. PS 514723 S

Re: MS SARAH STAIKURAS
Property: Lot 28, 16-72 QUARRY CIRCUIT COBURG VIC 3058
Your Ref: OC514723S-50 Quarry | M71231982

This certificate is issued for Lot 28 known as Unit No. 28 on Plan of Subdivision Plan No 514723 the postal address of which is 50 /QUARRY CIRCUIT COBURG VIC 3058

- The current fees for the above lot are \$3100.00 per annum payable quarterly in advance and due on the First day of January, April, July and October each year. Additional Maintenance Fund Contributions fees total \$620.00 per annum and are payable quarterly in advance.
- See Minutes of the Annual General Meeting attached
- The fees are paid up until 31/03/2026.
- The total of unpaid fees or charges for the lot is: \$0.00.
- No special fees or levies have been struck except: Nil
- The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-
- SEE ATTACHED BSS REPORT- REPORT IS REVIEWED BY COMMITTEE AND THE COMMITTEE PROVIDES FURTHER INSTRUCTIONS AS REQUIRED FOR WORK TO BE UNDERTAKEN.
- The Owners Corporation has the following insurance cover:

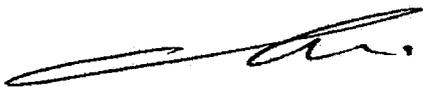
Name of Company:	Longitude Insurance Pty Ltd
No. of Policy:	LNG-STR-20394044
Kind of Policy:	Residential
Buildings Amount:	\$17,020,000
Legal Liability Amount:	\$30,000,000
Buildings Covered:	ALL
Common Contents:	\$170,200
Renewal Date:	28/09/2026
- The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
- The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>
Administration Fund	\$42,726.68
Future Maintenance Fund	\$42,750.82
Insurance Premium	\$0.00
TOTAL	\$85,477.50

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
- 2022 SPECIAL RULES AV776497E
11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-
- None to our knowledge.
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-
- None to our knowledge.
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- None to our knowledge.
14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Strata Specialists COBURG
Address Suite 3, 48 Edgewater Boulevard Maribyrnong 3032
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Plan of Subdivision Plan No 514723 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this Nineteenth day of March 2026



Craig Hill (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists COBURG
Suite 3, 48 Edgewater Boulevard Maribyrnong 3032
info@coburg.mbcm.com.au

NOTE:

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

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

Please find attached

- (i) a copy of the Rules of the Owners Corporation.
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting.

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.
3. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the manager in writing and the actual seal will be affixed.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

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



Biller Code: 96503
Biller Reference: 283818953 00285



MBCM | STRATA SPECIALISTS
COBURG

PO Box 296, Keilor VIC 3036 | Suite 3, 48 Edgewater Boulevard, Maribyrnong 3032
Phone 03 9372 8949 | Email info@coburg.mbcm.com.au | Website mbcm.com.au/coburg

MINUTES OF THE ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN No PS514723S
16-72 QUARRY CIRCUIT, COBURG 3058

Minutes of the Annual General Meeting held via Zoom, on 25/08/2025 at 5.30PM.

ELECTION OF MEETING CHAIRPERSON & MINUTE TAKER

It was resolved that Peter Raynard of MBCM COBURG act as Chair of the meeting.

CODE OF CONDUCT

The meeting resolved to adopt the Code of Conduct which was included in the AGM Agenda package. The intent of the Code of Conduct is to enable all owners to feel that they may participate without being bullied or harassed.

PRESENT

Lot 2 Ms Ella Jane Riley
Lot 12 Mr Charles Brown Stiles
Lot 13 Mr Brian Douglas Lawrence (From 5.37pm)
Lot 16 Mr Gino Di Pietro
Lot 17 Mr Yuri Cath
Lot 19 Ms Jasmin Nicole Motowylczyk
Lot 26 Mr Paul David Rosemeyer
Lot 29 Mr Richard Chambers

APOLOGIES / PROXIES

No apologies or proxies were received.

All members represented at the meeting possessed voting rights.

PRESENT FOR MBCM COBURG – Peter Raynard & Adeleah Abu Samnoh

QUORUM

As there were insufficient owners present to form a quorum, all decisions (other than any decisions the subject of a special or unanimous resolution) are interim decisions in accordance with Section 78 (4) of the Owners Corporations Act 2006. Please refer to the last page.

CONFIRMATION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The minutes of the previous Annual General Meeting held on the 3 September 2024 as circulated after the last meeting and with the agenda, adopted and received as a true record of that meeting.

ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

ADMINISTRATION FUND - It was resolved that the Financial Statement as presented, be adopted as a true record of the transactions of the Owners Corporation for the year ending 30 June 2025. It was noted that MBCM at the time of the meeting, there was \$27,349.11 in the Owners Corporation account and \$21,643.00 in Insurance Premium with \$2,998.63 in fee arrears.

FUTURE MAINTENANCE FUND - It was resolved that the Financial Statement as presented, be adopted as a true record of the transactions of the Owners Corporation for the year ending 30 June 2025. It was noted that MBCM at the time of the meeting, there was \$35,832.00 in the Owners Corporation account and \$519.18 in fee arrears.

MANAGER'S REPORT

A Managers Report was circulated with the agenda. Professional indemnity insurance details and on-going registration with the Business Licencing Authority were confirmed in the report. MBCM COBURG are members of the peak industry body, Strata Communities Australia. Enduring resolutions of the Owners Corporation were also circulated with the agenda.

There have been **no formal disputes** reported and **no applications made to VCAT** during the reporting period.

COMMITTEE REPORT

A verbal report from the committee was provided by the Chairperson, Mr Yuri Cath Garling outlined some of the activities undertaken during the year. The written committee report was also enclosed in this Minutes. Manager thanked the committee for their efforts, (including Steph Cath-Garling) which are generously carried out on a voluntary basis.

GRIEVANCE COMMITTEE REPORT - DISPUTE RESOLUTION

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

INSURANCE

AUTHORISED REPRESENTATIVE / DISTRIBUTOR: - The Manager is an Authorised Distributor for Honan Insurance Brokers and is required to obtain clear instructions for the renewal of the insurance. The Manager advised the meeting that regular property valuations for insurance purposes should be obtained to accurately assess an appropriate building sum insured figure.

2025-2026 INSURANCE PLACEMENT: It was noted that the insurance proposal from Marsh (formerly Honan) for the 2025–2026 policy period has been received. The proposal will be circulated to the committee members for their review and to provide instructions regarding placement of cover.

2026-2027 SUM INSURED & VALUATION: - It was resolved to adopt the last desktop update from Insurance Valuations Australia for the insurance valuation of the reinstatement and replacement cost of the building(s) and that the insurance cover to be adjusted in line with the new valuation.

Manager's Note: A special levy may be required if the increase in premium exceeds budgeted amount.

ACTION: MBCM COBURG

2026-2027 INSURER SELECTION: - It was resolved to obtain competitive quotes from Marsh Insurance Brokers (formerly Honan) for the next renewal, and to refer to the Committee for instructions on placement.

ACTION: MBCM COBURG

Loss of rent cover of 15% of the building sum insured, public liability cover of \$30,000,000 and other sums was deemed adequate by the owners and will be reviewed at the next meeting.

Insurance company	Strata Community Insurance Agencies Pty Ltd	Insurance Broker	HONAN
Building cover	\$16,610,000.00	Public liability cover	\$30,000,000.00
Policy No.	POL11083196	Renewal date	28/09/2025
Standard Excess	\$1,000.00	Water Damage Excess	\$1,000.00
Floating Timber Floors	Included	Flood Covers	Included
Most recent valuation	25/07/2025	BSI from Last Valuation	\$17,020,000.00

LIMITATION OF OWNERS CORPORATION INSURANCE POLICY – IMPORTANT INFORMATION

Owner Occupiers: - Public Liability within the unit and owner's contents such as floating timber floors (unless selected), carpet, blinds & window coverings, furniture, electrical appliances and some light fittings etc. are **NOT** covered under the Owners Corporation policy. A separate policy is available through various Insurance Brokers or CHU to cover such items. Please contact your choice of insurer for further product information.

Landlords: - The Owners Corporation insurance policy does **NOT** cover public liability within the unit, contents (such as floating timber floors, carpet, blinds & window coverings, furniture, electrical appliances and some light fittings etc.), malicious damage within the unit or rental loss through absconding tenants or rental default. A separate Landlords Insurance policy is available through various Insurance Brokers or CHU to cover such items. Please contact your choice of insurer for further product information.

NOTE: - MBCM COBURG highly recommends that you obtain professional advice to ensure suitable cover is taken out by owners to cover any gaps in the Owners Corporation insurance policy and to suit your individual requirements.

A Product Disclosure Statement (PDS) is available to view on our website, the insurers website or a copy can be obtained from our office. This document outlines what is included and excluded from the Owners Corporation insurance policy and other relevant information about the policy terms and conditions.

An updated financial services guide is available on the MBCM COBURG website. The Product Disclosure Statement (PDS) and other insurance information can be found at the insurer's website:

Strata Community Insurance (SCI) - <https://stratacommunityinsure.com.au/>

General Advice Warning - This advice may not be suitable for you because it is general advice. We recommend that you refer to the Product Disclosure Statement provided in order to make your own assessment on whether the product satisfies your needs and objectives. If you require personal advice regarding your cover or sums insured, please contact:

Marsh (formerly Honan) on (03) 9947 4333.

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

ELECTION OF COMMITTEE & DELEGATION TO COMMITTEE

Pursuant to Section 11 of the Owners Corporations Act 2006, the Owners Corporation resolved to delegate any power or function of the Owners Corporation to the Committee of the Owners Corporation.

A **committee** has all the powers and functions that may be delegated by the Owners Corporation save for those requiring a unanimous resolution or a special resolution or where the Owners Corporation has otherwise determined must be decided by ordinary resolution at a general meeting (Section 101).

Pursuant to Section 100 of the Owners Corporations Act 2006, the following Owners Corporation members were elected to the Committee:

Lot 12 Mr Charles Brown Stiles
Lot 16 Mr Gino Di Pietro
Lot 17 Mr Yuri Cath
Lot 19 Ms Jasmin Nicole Motowylczyk
Lot 26 Mr Paul David Rosemeyer

NOTE: A lot owner whose fees are unpaid is **not eligible** to become a Committee Member. Committee members must **remain financial** at all times throughout the appointment term. A member that is not financial is **suspended** from the committee until such time as all fees have been settled.

GRIEVANCE COMMITTEE: - It was resolved that the Committee members also be elected to represent the Owners Corporation as the grievance Committee.

ELECTION OF OC CHAIRPERSON

It was resolved that Mr Yuri Cath was reappointed as Chairperson of the Owners Corporation in lieu of a Committee of Management and subject to both members being in agreement are delegated all powers and functions of the Owners Corporation in accordance with Section 11 (5) of the Owners Corporations Act 2006 and must remain financial at all times throughout the appointment.

ESSENTIAL SAFETY MEASURES (ESM)

The Owners previously resolved that a suitably qualified contractor be appointed to act as the Agent for Owners Corporation PS514723S for the specific purpose of having authority to issue and sign the Annual Essential Safety Measures Report (AESMR) for the common property only. The last AESMR is available to view on your OC's website.

The Owners Corporation must be notified of any changes to relevant notices or additional occupancy permits.

OCCUPATIONAL HEALTH & SAFETY (OH&S) AUDIT

The Manager advised the meeting that to comply with the Occupational Health & Safety (OH&S) requirements it is recommended that any items of maintenance that are required to the common property are reported to enable rectification work to be undertaken. This includes items such as trip hazards on paths of access and egress, oil spills or slippery surfaces and items that are not adequately supported such as leaning fences or dislodged windows or guttering.

That the Owners Corporation resolved that the owners will remain vigilant for any hazards on common property and advise the Manager of any potential concerns that may need further review or repairs.

BUDGET & OWNERS CORPORATION FEES

ADMINISTRATION ACCOUNT: - It was resolved that the budget as circulated with a total of \$61,800.00 per annum, be adopted and to decrease quarterly contributions at the amounts in accordance with lot liability from the next fees due on 01 October 2025. Carried Unanimously.

FUTURE MAINTENANCE FUND: - It was resolved that the budget as circulated with a total of \$12,360.00 per annum, be adopted and to retain quarterly contributions at the amounts in accordance with lot liability from the next fees due on 01 October 2025. Carried Unanimously.

All Owners Corporation (OC) fees are payable quarterly in advance and due on the first day of January, April, July, and October of each year.

GENERAL BUSINESS

GATE ISSUE & REMOTE REPROGRAMMING: - It was raised that some residents are experiencing issues accessing the back gate. It has been resolved that MBCM Coburg will send correspondence to all owners regarding this matter. Any residents experiencing problems with their remote will meet with Paul Rosemeyer on **Saturday, 13th September at 2:00 PM** to have their remotes reprogrammed.

ACTION: MBCM Coburg | Paul Rosemeyer

FOYER TILE ENTRIES: - It was resolved that MBCM Coburg will obtain two quotations for cleaning the foyer tile entries. One quote for cleaning a single foyer entry in one tower, and another for cleaning all three tower foyer entries. These quotations will be circulated to the committee for review and instruction.

ACTION: MBCM Coburg | Committee of Management

MAINTENANCE ISSUES: - It was resolved that the Committee of Management will review and discuss the building report and prepare a list of priority maintenance items for the property. The Committee will then instruct MBCM Coburg on which items are to be actioned.

ACTION: Committee of Management

MAJOR WORKS/ ADDITIONAL DUTIES CHARGES

Please note that in accordance with Schedule 2.2 of the SCA Contract of Appointment, any major works, property upgrades or projects, disputes, or additional duties performed by the Owners Corporation Manager that are not included in the scope of standard agreed management duties, may attract additional fees charged at an hourly rate (unless otherwise agreed as a flat rate).

EMERGENCY AFTER HOURS SERVICE

MBCM COBURG offers an after-hours emergency Owners Corporation repairs & maintenance service to its clients. For any emergency Owners Corporation matters outside of business hours, please call Scotia Property Maintenance on 03-9708-2777 – 7 days a week, 24 hours.

Any callout that is not an Owners Corporation responsibility, the call out and any subsequent works may involve a fee being paid by the caller for a service fee or minimum \$400 + GST for a site attendance.

There being no further business the meeting closed at 6.15PM

Date of issue: Thursday, 28 August 2025

78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section
- (4) Interim resolutions become resolutions of the owners corporation—
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

- (5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.



MBCM
Strata Specialists

Owners Corporation (1) Plan No : PS514723S

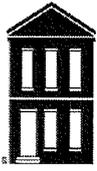
16-72 QUARRY CIRCUIT COBURG 3058

FINANCIAL REPORT FOR YEAR END 30/06/2025

Administration Fund

BUDGET ESTIMATE
FOR YEAR ENDING 30 June 2026

Budget 2025	Item	Actual 2025	Budget 2026
\$5,200.00	Bin Handling Services	\$5,350.00	\$5,200.00
\$0.00	Caretaking	\$0.00	\$0.00
\$5,460.00	Cleaning	\$5,850.27	\$5,440.00
\$0.00	Debt Recovery fees	\$577.50	\$0.00
\$957.00	Disbursements	\$957.00	\$957.00
\$1,980.00	Electricity	\$1,679.74	\$1,900.00
\$2,230.00	ESM Inspections	\$2,294.12	\$2,230.00
\$2,000.00	Essential Services Repairs	\$1,182.50	\$2,000.00
\$4,140.00	Gardening	\$4,781.00	\$4,320.00
\$0.00	General Reimbursement to Owner	\$3,093.50	\$0.00
\$28,700.00	Insurance Premiums	\$21,309.83	\$23,440.00
\$0.00	Insurance Valuation	\$580.00	\$0.00
\$0.00	Late Payment Admin Fee	\$247.50	\$0.00
\$7,044.00	OC Management Fees	\$7,044.00	\$7,392.00
\$6,894.00	Repairs and Maintenance	\$5,156.00	\$5,646.00
\$500.00	Schedule 2.2 Fees	\$0.00	\$500.00
\$75.00	Trade Compliance OHS Monitoring Management Services	\$75.00	\$75.00
\$0.00	Transfer To Insurance Fund	\$14,373.00	\$0.00
\$200.00	Water	\$0.00	\$100.00
\$2,600.00	Window Cleaning	\$2,447.50	\$2,600.00
\$67,980.00		\$76,998.46	\$61,800.00



Administration Fund

**OC FEE BREAKDOWN
FOR BUDGET AMOUNT**

Unit	Liability 1		Liability 2	OC Fees	Frequency
1	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
2	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
3	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
4	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
5	110.00	+	0.00	\$2,200.00	(4 x \$550.00)
6	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
7	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
8	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
9	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
10	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
11	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
12	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
13	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
14	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
15	110.00	+	0.00	\$2,200.00	(4 x \$550.00)
16	120.00	+	0.00	\$2,400.00	(4 x \$600.00)
17	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
18	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
19	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
20	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
21	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
22	115.00	+	0.00	\$2,300.00	(4 x \$575.00)
23	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
24	120.00	+	0.00	\$2,400.00	(4 x \$600.00)
25	90.00	+	0.00	\$1,800.00	(4 x \$450.00)
26	120.00	+	0.00	\$2,400.00	(4 x \$600.00)
27	110.00	+	0.00	\$2,200.00	(4 x \$550.00)
28	155.00	+	0.00	\$3,100.00	(4 x \$775.00)
29	155.00	+	0.00	\$3,100.00	(4 x \$775.00)
	3090.00	+	0.00	\$61,800.00	



Future Maintenance Fund

BUDGET ESTIMATE

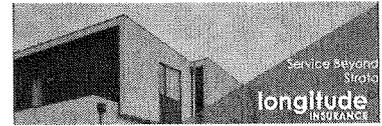
FOR YEAR ENDING 30 June 2026

Budget 2025	Item	Actual 2025	Budget 2026
\$12,360.00	Repairs and Maintenance	\$0.00	\$12,360.00
\$12,360.00		\$0.00	\$12,360.00

OC FEE BREAKDOWN

FOR BUDGET AMOUNT

Unit	Liability 1	Liability 2	OC Fees	Frequency
1	90.00 +	0.00	\$360.00	(4 x \$90.00)
2	115.00 +	0.00	\$460.00	(4 x \$115.00)
3	90.00 +	0.00	\$360.00	(4 x \$90.00)
4	90.00 +	0.00	\$360.00	(4 x \$90.00)
5	110.00 +	0.00	\$440.00	(4 x \$110.00)
6	115.00 +	0.00	\$460.00	(4 x \$115.00)
7	90.00 +	0.00	\$360.00	(4 x \$90.00)
8	90.00 +	0.00	\$360.00	(4 x \$90.00)
9	115.00 +	0.00	\$460.00	(4 x \$115.00)
10	90.00 +	0.00	\$360.00	(4 x \$90.00)
11	115.00 +	0.00	\$460.00	(4 x \$115.00)
12	90.00 +	0.00	\$360.00	(4 x \$90.00)
13	115.00 +	0.00	\$460.00	(4 x \$115.00)
14	90.00 +	0.00	\$360.00	(4 x \$90.00)
15	110.00 +	0.00	\$440.00	(4 x \$110.00)
16	120.00 +	0.00	\$480.00	(4 x \$120.00)
17	115.00 +	0.00	\$460.00	(4 x \$115.00)
18	90.00 +	0.00	\$360.00	(4 x \$90.00)
19	90.00 +	0.00	\$360.00	(4 x \$90.00)
20	90.00 +	0.00	\$360.00	(4 x \$90.00)
21	115.00 +	0.00	\$460.00	(4 x \$115.00)
22	115.00 +	0.00	\$460.00	(4 x \$115.00)
23	90.00 +	0.00	\$360.00	(4 x \$90.00)
24	120.00 +	0.00	\$480.00	(4 x \$120.00)
25	90.00 +	0.00	\$360.00	(4 x \$90.00)
26	120.00 +	0.00	\$480.00	(4 x \$120.00)
27	110.00 +	0.00	\$440.00	(4 x \$110.00)
28	155.00 +	0.00	\$620.00	(4 x \$155.00)
29	155.00 +	0.00	\$620.00	(4 x \$155.00)
	3090.00 +	0.00	\$12,360.00	



Issue date: 18 September 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	Owners Corporation 514723	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	16 QUARRY CIRCUIT, COBURG, VIC 3058	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$17,020,000.00 Common Contents - \$170,200.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$30,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) <u>Taxation and Audit Costs</u> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) <u>Workplace Health and Safety Breaches</u> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) <u>Legal Defence Expenses</u> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20394044	
PERIOD OF INSURANCE:	28 September 2025 expiring on 28 September 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).



MBCM | STRATA SPECIALISTS
COBURG

PO Box 296, Keilor VIC 3036 | Suite 3, 48 Edgewater Boulevard, Maribyrnong 3032
Phone 03 9372 8949 | Email info@coburg.mbcm.com.au | Website mbcm.com.au/coburg

OWNERS CORPORATION PLAN NO: 514723
16-72 QUARRY CIRCUIT COBURG 3058

ENDURING RESOLUTIONS

The following are the enduring resolutions of the Owners Corporation which remain in place unless the Owners Corporation resolves to change them:

Item	Resolution
Special Resolution To Proceed To Court AGM 2024	As the meeting had insufficient attendees, the Special Resolution did not pass and will be presented to the owners as a Postal Ballot when it is required.
Insurance Valuation AGM 2022	Pursuant to the changes to the Owners Corporation Act 2006 which come into effect on 01/12/2021, an Owners Corporation must carry out a valuation every 5 years. If it has been 5 years or longer since the last valuation, one must be carried out as soon as practicable. The Owners Corporation hereby resolved to obtain an insurance valuation every 5 years as an enduring resolution.
Insurance Claim Excess (Ordinary Resolution) AGM 2022	It was resolved that the member requesting the lodgment of the insurance claim pay any insurance excess in relation to the claim, unless otherwise agreed by the Owners Corporation at its sole discretion. If the insurance claim or damage is related to common property, the Owners Corporation will pay the costs.
Authority to Strike Extraordinary Fees AGM 2022	The Owners Corporation hereby resolved not to delegate to the Owners Corporation Manager the power to levy special fees of any amount up to twice the current annual fees, at the Owners Corporation Manager's discretion, for the purpose of enabling the Owners Corporation to pay its debts as they fall due.
Destruction of Owners Corporation Seal AGM 2022	Pursuant to section 18A (4) of the Owners Corporations Act 2006, the Owners Corporation resolved that the Common Seal is no longer required and may be destroyed.
Arrears Policy AGM 2022	The Owners Corporation resolved to commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due against any Lot Owner of the Owners Corporation in any Court of competent jurisdiction in the case of bankruptcy or proceedings against a company. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee. The costs charges and expenses shall be due and payable as a debt due by the person in default, or breach to the Owners Corporation
Penalty Interest AGM 2022	The Owners Corporation resolved to continue to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate prescribed from time to time under the Penalty Interest Rates Act 1983 which is currently 10%

Committee Chair Report (for period 1 Jul 2024–30 Jun 2025)

There were no large-scale issues for the committee to address since the last AGM, however, there were various smaller issues, and over the next year I think we should address some of the longer-term maintenance works for the complex. Details below.

Issues over the last year:

- Mostly general maintenance issues arose over the past year (e.g. locks replaced on Tower entry doors; maintenance of pedestrian gate; malfunctioning intercom system; tree lopping in carpark). We have a continuing problem with vehicle Gate 2 (it may need the motor replacing?).
- MBCM often responds to maintenance issues by calling in a general handyman service, which often makes good sense, and their go-to handyman has done good work for us in the past. However, for some works where a specialist is required (e.g. a locksmith, sign writer) this approach has led to time delays and lost money in call-out fees. And, in relation to this, we still have an outstanding problem with changing letterbox signage which has been on-going for a long time now.
- After another notable incident of hard rubbish dumping on the nature strip in front of the complex the committee requested MBCM to send out an email to remind owners of their obligations regarding tenants' rubbish and of the free HR collections available through Merri Bek Council. My impression is that hard rubbish dumping has been less of a problem since then. But dumping still occurs and we should perhaps consider putting up signs in the tower noticeboards to remind residents of their responsibilities (as well as avenues) for disposing of hard waste appropriately.
- The committee changed the building's gardener/caretaker, and we have been very happy with that change, with significantly better communication and a much higher level of care taken with the grounds.

Future:

In the next financial year 2025–2026 we think the committee should focus on some long-term maintenance goals for the complex (as detailed in the building report), in particular drainage and structural issues.

This also includes some landscaping (as detailed in the building report, re: drainage) to the front and rear gardens, which require topping up with soil. The gardens also need new mulch placed down to control weeds and the original wooden edging has completely disintegrated in numerous places and needs replacing.



Model Rules for an Owners Corporation

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

1 Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and Sub-Committees

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

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

3 Management and Administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of Common Property

4.1 Use of common property

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

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

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of Persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute Resolution

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

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

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

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

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

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

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

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

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

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

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



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AV776497E
Number of Pages (excluding this cover sheet)	16
Document Assembled	16/08/2022 16:39

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.

AV776497E

Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

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

Lodged by	CLP Lawyers Pty Ltd
Name	Talya Heilbrunn
Phone	03 9042 2070
Address	Ground Floor, 23 Milton Parade, Malvern Vic 3144
Reference	20785
Customer code	18547Y
Owners corporation number	1
Plan number	PS514723S

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

11 December 2021

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

14 June 2022

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.



TALYA HEILBRUNN
Ground Floor, 23 Milton Parade, Malvern VIC 3144
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)

For current information regarding owners corporation, please obtain an owners corporation search report

AV776497E

Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601

“A”

**OWNERS CORPORATION PLAN PS514723S
16-72 QUARRY CIRCUIT, COBURG VIC 3058
CONSOLIDATED RULES OF THE OWNERS CORPORATION (“the
Rules”)**

Pursuant to section 138 of the *Owners Corporation Act 2006* (“the Act”) and
the *Owners Corporations Regulations 2007* (“Regulations”)

Made by special resolution passed on 11 December 2021

1. HEALTH, SAFETY AND SECURITY

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

- a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- 1) Use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.
 - 2) Use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
 - 3) Move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
 - 4) Do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation without the prior written consent of the Owners Corporation.

1.2. Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to —
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

- (3) Nothing in this rule 1.2 prohibits the member or occupier of a lot used for commercial purposes storing on that lot any flammable chemical liquid or gas for use in that business so long as such substances have been registered with and approved by the Owners Corporation and pose no special risk to other owners or occupiers.

1.3. Waste disposal

- (1) An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.
- (2) All bins must be maintained in a clean and hygienic state at all times.
- (3) An Owner, Occupier or Visitor must not deposit, discard, throw or leave garbage, waste or any other material including cigarette butts onto any part of the common property at any time.

1.4. Fire Safety

An owner or occupier of a lot must:

- (a) Not use any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- (b) Ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its lot;
- (c) Ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that batteries are replaced whenever necessary;
- (d) Ensure that all fire rated entry doors of all lots are not altered or modified in any way without the prior written approval of the Owners Corporation;
- (e) Ensure that in the event that an inspection to fire doors, fire escapes and/or paths is required to comply with the Building Code of Australia, or other laws, that they grant access for that purpose following appropriate notice provided by the Owners Corporation.

2. MANAGEMENT AND ADMINISTRATION

2.1. Metering of services and apportionment of costs of services

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate —
- (a) must be claimed by the lot owner or occupier and the Owners Corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

2.2. Owners to provide Australian address for service of notices

- (1) All owners are required to provide to the Owners Corporation a postal address for service of notices, minutes, other correspondence and documents within Australia, failing which, all notices, minutes, other correspondence and documents will be deemed to be properly served on the owner if sent by post or delivered to the lot.
- (2) Lot owners should provide an email address for communications, notices and documents of the Owners Corporation and if an email address is provided, that Lot owner will be taken to have consented to the giving of information electronically pursuant to the provisions of the Electronic Transactions (Victoria) Act 2000.
- (3) For the avoidance of doubt, the provision of an email address does not affect the requirement under Rule 2:2(1) to also provide a postal address. A postal address must be provided regardless of whether or not an email address is provided.

2.3. Emergency Works and Diagnostic Costs

If in the opinion of the chairperson or manager of the Owners Corporation an emergency has arisen likely to cause loss or damage to the common property or to private property, then the chairperson or manager are authorised without further resolution of the Owners Corporation to use best endeavours to arrange for such repairs or diagnostic tests as may be reasonably necessary to prevent further loss or damage.

2.4. Repair and maintenance of Common Property and Services

a) Except for the purposes of repair and maintenance when written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

- (1) Any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
- (2) The structural and functional integrity of any part of the Common Property or any other lot is impaired; or

- (3) The passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.
- b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- c) An Owner or Occupier must:
 - (1) Not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised to do so by it;
 - (2) Direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.5 Access to lots

If a notice of entry has been provided to an owner or occupier pursuant to section 51 of the Act, the owner or occupier must provide the access requested.

3. USE OF COMMON PROPERTY

3.1. Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes any portion of the common property.
- (3) An approval under sub-rule (2) may state a period for which the approval is granted.
- (4) An owner or occupier must not, and must not allow any guests or visitors of theirs, to transport large items (including furniture, equipment and machinery) across common property without providing reasonable prior notice to the Owners Corporation.
- (5) An owner or occupier must not, and must not allow any guest or visitor of theirs, to consume alcohol or drugs on common property.
- (6) An owner or occupier must, and must ensure all guests or visitors, whilst on common property be adequately clothed and must not behave or speak in a manner likely to cause offence or embarrassment to any other person lawfully using the common property.

- (7) An owner or occupier and their guests must not, and must not allow any guest or visitor of theirs, do anything which may prejudice the security or safety of the common property or any person lawfully using the common property.
- (8) An owner or occupier and their guests must not, and must not allow any guest or visitor of theirs, do anything which constitutes a nuisance comprising any unreasonable, unwarranted or unlawful use of the common property in a manner that interferes with the enjoyment or use of another individual or obstructs, damages or inconveniences the rights of any other person entitled to use common property.

3.2. Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) to be parked or left in any visitors short-term parking space for a period exceeding 4 (four) hours; or
- (c) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (d) in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation.

3.3. Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or occupier of a lot must not install any sign, awning, locking or safety device, screen or barrier on the exterior of a lot or any part of the common property without prior approval in writing of the Owners Corporation which may specify the terms and conditions upon which such approval is granted.
- (5) An owner or occupier of a lot must not install any device, cabling, pipes or wires in or over any common property, or any video or surveillance camera viewing either common or private property without the consent in writing of the Owners Corporation.
- (6) If an owner or occupier of a lot or their guests cause an oil (or other chemical) spill, the owner or occupier must take immediate action at their own cost to clean up the spill, and all necessary actions to prevent further

oil spills onto private or common property and must take responsibility for reinstating the common property to its original condition. If the owner or occupier of a lot does not comply the owners corporation may after giving 28 days written notice engage a contractor to reinstate the common property to its original condition, and all associated costs must be paid by the relevant lot owner and/or occupier.

4. LOTS

4.1. Change of use of lots

An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums* for the Owners Corporation, or make any structural alterations to the lot which requires a building or planning permit, without prior written approval from the Owners Corporation.

Example

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

4.2 Prohibition on use of lots for short term letting

(1) An owner or occupier must not use or allow their lot or any part of their lot to be leased, subleased, licensed, rented, hired or in any other way occupied in return for payment of money for a period of less than 60 consecutive days without the written consent of the Owners Corporation, except where the occupier is overholding under the terms of a lease that had a term of at least 60 days.

(2) An owner or occupier must not grant any other right to occupy their lot or any part of their lot for a period of less than 60 consecutive days without written consent of the Owners Corporation.

4.3 Vehicle parking space

An owner or occupier of a lot must not use any area of their lot designed for use as a vehicle parking space for any other purpose (such as storage of household items) other than parking a vehicle, without the written consent of the Owners Corporation.

Note:

A vehicle includes: cars, trailers, motor bikes, bicycles, prams and golf buggies that are in regular use.

4.4 Building Works

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) The works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) The works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers.

4.5 Requirements before proceeding with Works

An Owner must not proceed with any works until the Owner:

- a. Submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the lots of Common Property or which affect the Development's structure or Services or the fire or acoustic ratings or any component of the Development;
- b. Supplies to the Owners Corporation any further particulars of those proposed Works the owners Corporation requests to enable the Owners Corporation to be reasonably satisfied with those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- c. Receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- d. Pays the reasonable costs referred to in (c) to the Owners Corporation.

5. BEHAVIOUR OF PERSONS

5.1. Behaviour of owners, occupiers and invitees on common property

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

- (2) An owner or occupier of a lot must not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (3) Consume alcohol on, allow consumption of alcohol on, or taking of glassware onto, or allow intoxicated or drug-induced behaviour on the Common Property.
- (4) Use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
- (5) An owner or occupier when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
- (6) Observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and
- (7) Comply with the Rules and the Rules of Use.

5.2. Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not create any noise likely to interfere with the peaceful enjoyment of any other person occupying any other unit or entitled to use the common property, unless the Owners Corporation has given written permission for that noise to be made.
- (2) An owner or occupier of a lot, or a guest of an owner or occupier, must not create a noise or nuisance affecting any other owners, occupiers or guests or any other person lawfully using the common property.

5.3. Time for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not

- a) Permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
 - (1) On any public holiday or a Sunday; or
 - (2) Before 7.30 am or after 6.00 pm Monday to Friday; or
 - (3) Before 10.00 am or after 5.00 pm on a Saturday.

5.4 Smoking

An owner or occupier or a guest of the owner or occupier must not smoke on common property (including stairwells, balconies, lifts, foyers and entrance to foyers) and must not allow any cigarette smoke or other smoke to emanate from their private property onto common property or into another lot.

5.5. Pets and animals

The owner or occupier of a lot may keep domestic pets in the lot subject to the following:-

- (a) each animal does not disturb any occupier, guest or other pet at any time;
- (b) each animal is a domesticated pet;
- (c) care must be taken to ensure that the animals do not urinate or defecate on common property and that all waste is disposed of in an appropriate manner;
- (d) that each pet is kept clean, quiet and controlled at all times;
- (e) that the pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;
- (f) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (g) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule (f) must remove that animal.
- (h) Sub-rule (f) and (g) do not apply to an animal that assists a person with an impairment or disability.

5.6. Liability for setting off of fire/smoke alarm and fire brigade callout charges

If any money becomes payable or is paid by the Owners Corporation due to the setting off of any fire/smoke alarm and/or due to a callout of the Melbourne Fire Brigade, then the owner or occupier who set off the alarm or caused the callout, or whose guest did so, will be liable for all amounts payable, or already paid, by the Owners Corporation and the Owners Corporation may recover those amounts as a debt due to the Owners Corporation.

6. OBLIGATIONS

6.1 Negative Obligations

An owner or occupier must not:-

- (a) Interfere with the operation of any plant and equipment owned by the Owners Corporation and installed on the common property;
- (b) Alter in any way the external façade or structural appearance, colour of any lot or any common property without prior written approval from the Owners Corporation;
- (c) Erect or affix any sign or notice advertising a lot for sale or lease on any part of the building or on the common property without written approval of the Owners Corporation.

- (d) Display any placard, advertisement or sign in or upon the owner's lot or upon the common property other than on the entrance door of the lot without the prior written approval of the Owners Corporation.
- (e) Any approval granted by the Owners Corporation in accordance with sub-rules 6.1(c) and 6.1(d) may state the period and terms upon which the approval is granted.
- (f) Store, place, display or hang any chattel or item (including without limitation any item of clothing or linen) on any part of common property unless otherwise agreed in writing by the owners corporation;
- (g) Store, place, display or hang any chattel or item on or from a balcony or terrace of any lot that is visible from the common property or from any other lot;
- (h) Sub-rule 6.1(g) does not apply to drying racks, clothes airers or other mechanisms for laundry purposes, pot plants, barbeques, outdoor furniture in a lot that are maintained in a safe, clean and tidy manner;
- (i) Use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the Owners Corporation or may cause a nuisance or hazard to any other member or occupier of any lot or the families, or visitors of any such member or occupier;
- (j) obstruct the lawful use of Common Property by any person;
- (k) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (l) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (m) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (n) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;
- (o) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (p) throw anything over any balcony;
- (q) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (r) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (s) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (t) smoke or drink alcohol in any part of the Common Property;

- (u) throw cigarette butts or cigarette ash on the Common Property;
- (v) allow any child not under the Member's or Occupier's control to play on any part of the Common Property;
- (w) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway or stairs, unless the child is with an adult;
- (x) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (y) remove any item from the Common Property which has been placed there by the Owners Corporation;
- (z) interfere with or modify any Common Property services;
- (aa) interfere with or modify any intercom, television aerial or communication system;
- (bb) cover any storage area;
- (cc) enter any plant room;
- (dd) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (ee) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (ff) use a barbecue or other cooking appliance on any balcony or terrace on Common Property;
- (gg) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (hh) put up any 'for sale' or 'for lease' signs on Common Property; and
- (ii) damage any plants, gardens and lawns on the Common Property.

6.2 Damage to Common Property

A Member or Occupier must immediately:

- (a) repair any damage to the Common Property and Services caused by the Member or Occupier; and
- (b) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

6.3 Rubbish disposal

A Member must do these things:

A Member or Occupier must:

- (a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

6.4 Specific things a Member must do

A Member or Occupier must:

- (a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
- (b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;
- (c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and

6.5 A Member must not do these things

A Member or Occupier must not:

- (a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation; or
- (b) burn rubbish or other materials in their lot or on the Common Property;

7 DISPUTE RESOLUTION

7.1 Dispute Resolution Procedure

- (1) The grievance procedure set out in this sub-rule 7.1 applies to disputes involving a lot owner, manager or an occupier or the Owners Corporation.
- (2) The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the manager, secretary or the chairperson of the Owners Corporation and if appropriate, on any other party involved.

- (3) The parties to the dispute must meet and discuss the matter in dispute, along with the Owners Corporation within 14 working days after the dispute comes to the attention of all the parties.
- (4) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (5) The Owners Corporation will be represented for all dispute resolution purposes by one or more of:-
 - (a) The manager; or
 - (b) The grievance committee; or
 - (c) The chairperson;

("the **OC representatives**") who shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Act. These rules evidence the resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these rules and in accordance with the Act.

- (6) If the dispute is not resolved, the grievance committee or owners corporation may notify each party of his or her right to take further action under Part 10 of the Owners Corporation Act 2006.
- (7) This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

7.2 Recovery of outstanding fees and other money due to the owners Corporation

The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

7.3 Costs

All costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be

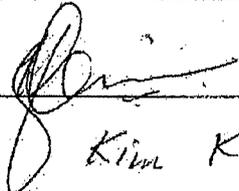
payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

7.4 Breach of the Act and/or the Regulations

- (1) An owner or occupier must not breach any section of the Act or any clause of the Regulations and must not do anything that would bring the Owners Corporation or its members into disrepute. Any breach of the Act or the Regulations is a breach of these Rules and the Owners Corporation may bring VCAT proceedings under section 18(2) of the Act in respect of that breach.

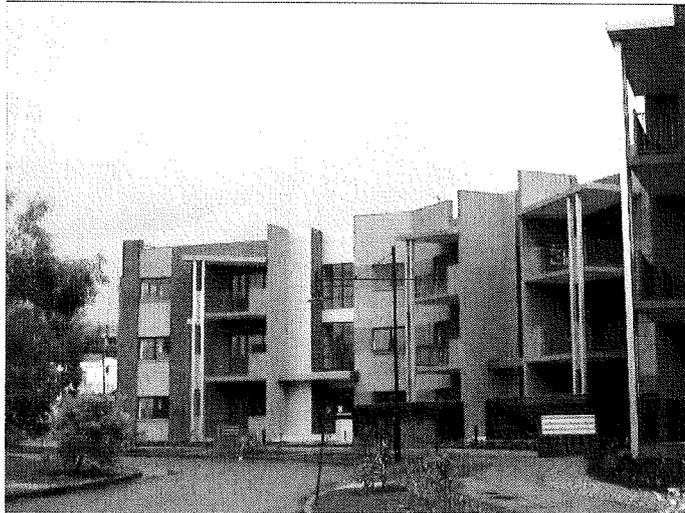
- (2) A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

I certify that this is a true copy of the Consolidated Rules made by Special Resolution of the Owners Corporation on the 11th day of December 2021.

Signed: 
Name: Kim Khoo
Secretary of Owners Corporation No. 5147235
Date: 11/02/2022

*Owners Corporation Manager
EK Body Corporate
P.O. Box 3174
Morningside, VIC 3163*

ENGINEERING INSPECTION REPORT



Building &
Engineering
Consultants

BSS Group Pty Ltd
ABN 81 006 927 733

59 Fletcher Street
(PO Box 468)
Essendon Vic. 3040
T (03) 9377 3000
E info@bssgroup.com.au
W bssgroup.com.au

5 **JOB NO:** 222-0514

ON: Engineering/building inspection
report on common areas

10 **ADDRESS OF PROPERTY:** 16-72 Quarry Circuit
Coburg

**PERSON/PARTY FOR WHICH
REPORT IS PREPARED:** Owners Corp.

15 **CLIENT NAME:** Owners Corp 514723
CONTACT DETAILS: MBCM Essendon
Suite 6 Level 2
902 Mt Alexander Road
20 Essendon 3040

**INSTRUCTIONS RECEIVED
FROM:** Glenda Fernandez

25 **DATE OF INSPECTION:** 27 September 2022

WEATHER CONDITIONS: Overcast

ASSUMED DIRECTIONS: Property fronts Quarry Circuit on
30 the SE face generally.

PREPARED BY: Hugh O'Brien

DATE OF REPORT: 19 October 2022

35

Managing Director

SUNNY BLUMSON
*DipBuild, MPropM, MASBC
Senior Building Consultant
Registered Building Practitioner*

Director

ALASDAIR MACLEOD
*DipArch(RMT), BBlgd(Molbi),
MSc(HAV, Ldn), FAIB, MASBC,
MCIOB, MIFS(Vic), FRAIA
Senior Architect, Building
Consultant & Chartered Builder*

Associates

IAN JOHNSON
*BBlgd(Inst), CDipArts, MAIB,
MBDPS, MASBC
Senior Building Consultant
Chartered Builder
Registered Building Practitioner*

RYAN GRIEVE
*MASBC
Senior Building Consultant
Registered Building Practitioner*

Client Brief

I am instructed to prepare a report that comments on general inspection of the buildings' common areas by an engineer and provides recommendations in relation to building movement, drainage issues, building damage.

40

Brief background

I am instructed as follows:-

- The building was constructed approx. 14 years ago. The building consists of 27 apartments and 2 townhouses with a circuit driveway from Quarry Circuit with 2 entries.
- There was reported to be an instance of impact damage to a section of the cantilevered balcony of one of the apartments.

45

My report

The relevant areas of the building were inspected on the above date and discussions were held with one of the Owners Corps representatives (Mr. Yuri).

50

In the following report I provide a listing of matters of concern and general condition. In this report, various items include reference to instructions provided to the writer by the body corporate. While it has not been possible to confirm all the facts behind such instructions, these have been taken at face value and the report has been prepared accordingly and nothing observed shows these not to be the case.

55

I have prepared a listing of my observations and references used, and I have stated any assumptions made and provided the basis of my opinion in relation to this matter, and these comments are attached as follows:-

60

Schedule One:	Observations and photographs
Schedule Two:	Discussion and recommendations

65

Cost calculations

I have not been engaged to provide costings.

Access

I obtained access to all common areas of the property necessary to provide this report. Access was not made to the roof and this report does not address roofing and guttering.

Photographs

A series of photographs was taken of the defects and these are referred to in the report and are included and described in the Schedule One.

70

Documents considered in preparation of report

The following client related documents were considered in preparation of this report. Note other documentation which commonly includes items such as Building Regulations, Australian Standard Codes, Codes of Practice, National Construction Code, Standards and Tolerances (relevant issue), Building Cost Guides, Trade Literature, Manufacturer's Data Sheets, etc. are not listed below but may be referred to in the text.

75

- Title

Testing

I advise no testing has been carried out by other parties to my knowledge.

80

Summary

222-0514

I summarise my opinions as follows:

85

a) The building is performing relatively adequately given its age and location. Some recommendations addressing the deficiencies and for improvements are provided to improve the performance and longevity of the building. These are in the following summarised and briefly detailed in Schedule Two.

90

b) There is some building movement. This is predominantly caused by poor drainage and landscaping abutting the building. This can be improved. It is not required at this stage to improve the footings.

c) The pavement grading is poor, and improvements to this can be made. Some recommendations are included in Schedule Two.

95

d) Impact damage at the western end of apartment 4 has occurred. Rectifications are required. A design engineer should be included for propping detail and specifying proper rectifications.

e) There is a brick pier at the SE corner that is leaning significantly that is required to be rectified.

100

f) There are some loose and damaged tiles to the common areas. These can be easily replaced and rectified.

g) There is evidence of blocked stormwater pipes. It is recommended to engage a plumber to inspect and rectify blocked pipework as necessary.

h) There is evidence of leaking balconies. These are recommended to be rectified.

105

Curriculum Vitae

My area of expertise and authority to provide this report is included in my Curriculum Vitae that is attached in Attachment Y.

110

Conditions

The general scope and conditions of the report are contained in Attachment Z.

Caveats

This report comes with the following caveats:-

115

- Nil

BSS Group Pty. Ltd.



120

Hugh O'Brien

BEng, BBus

Engineering Manager and Building Consultant

125

M: 0424 176 864

hugh.obrien@bssgroup.com.au

130

Encl:

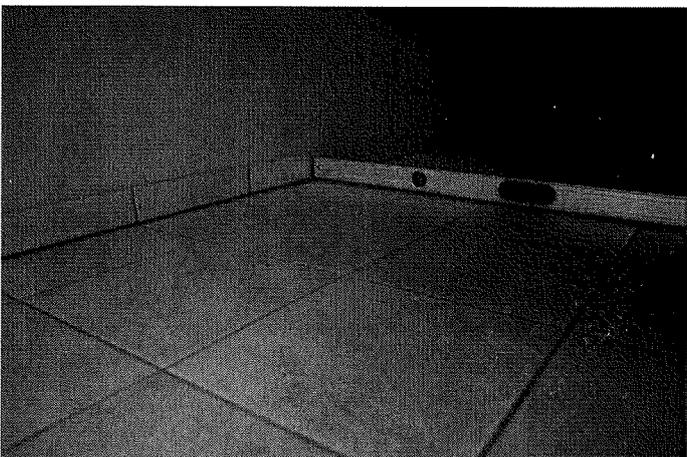
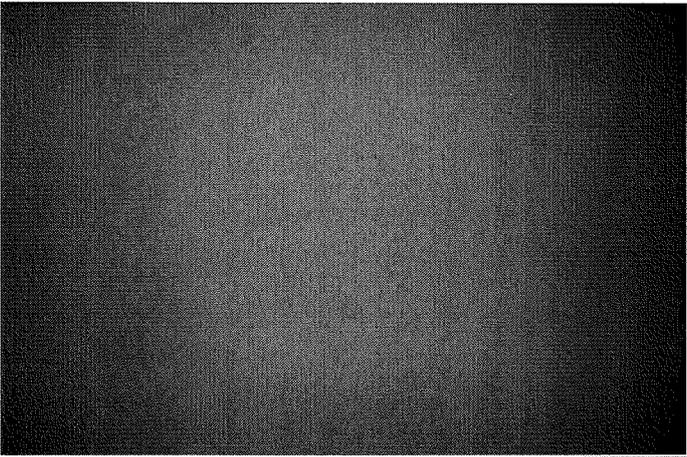
Schedule 1 – Observations and photographs
Schedule 2 – Discussion and recommendations
Attachment A – Typical Helifix repairs
Attachment Y – Curriculum Vitae of writer
Attachment Z – Standard BSS report conditions

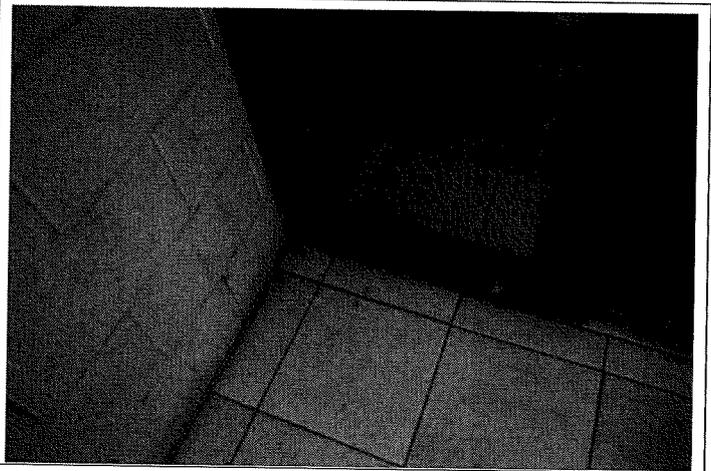
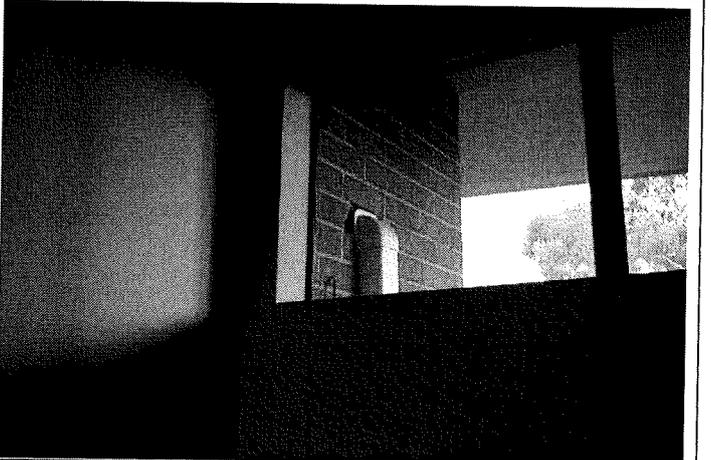
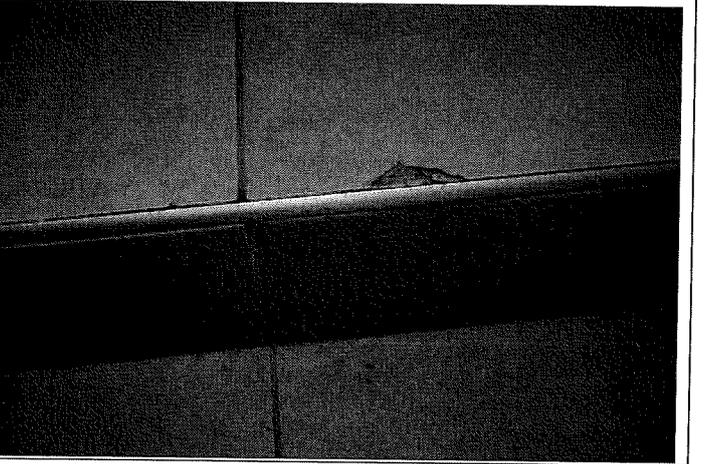
Page No.

4
27
36
37
39

I noted the following photographically.

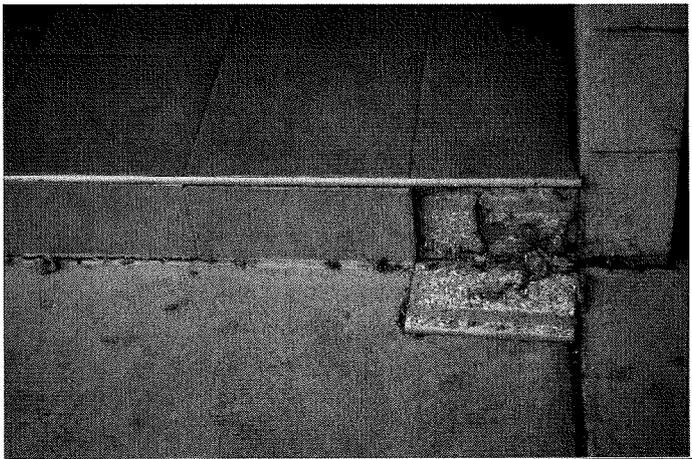
1.1 Western corridor ground floor	
<p>Ph2500 View looking easterly along the tiled floor of the ground entry, shows:</p> <ul style="list-style-type: none">• There is approx. 6mm of fall over the last approx. 300mm at the southern end.	
<p>Ph2751 View to previous, shows:</p> <ul style="list-style-type: none">• Close up of previous.	
<p>Ph2752 View to the tiled threshold of No. 64, shows:</p> <ul style="list-style-type: none">• Cracked tiles, the tiles dip away in this location.	

<p>Ph2753 View west along the second-floor tiled area, shows:</p> <ul style="list-style-type: none"> • This is approx. A 10 metre long run of tiles without a control joint. There are some hairline cracks, typical of the grouted junction. 	
<p>1.2 Central corridor Ph2754 View north along the ground floor corridor, shows:</p> <ul style="list-style-type: none"> • The floor is sloping approx. 5mm-6mm over 2 metres towards the west. Junction at tiled skirting/tiled floor has not been caulked and separation between the tiled junction has occurred. This occurs on both sides and is not structurally concerning only aesthetical. 	
<p>Ph2755 View to the west wall in the flight between ground and first floor, shows:</p> <ul style="list-style-type: none"> • Some cracks in the plaster, this appears to have been done by impact damage. This is not structurally concerning. 	

<p>Ph2756 View to the tiled section at the northern entry, shows:</p> <ul style="list-style-type: none"> • Some drummy (glue delaminated) tiles and some minor building movement has occurred here. The joint to the door frame has not been caulked however to the wall it has, this is moved differentially and caused the 2 tiles closest to the wall to lift. 	
<p>1.3 Eastern most stairwell</p>	
<p>Ph2757 View to apartment No. 34 air conditioning condenser connection through the east wall, shows:</p> <ul style="list-style-type: none"> • Blow out of masonry and not properly sealed. 	
<p>Ph2758 View to stair tread, shows:</p> <ul style="list-style-type: none"> • Typical impact damage to tiles. This is not structurally concerning. 	

Ph2759
View to the northern entry, shows:

- The upstand of the first step tile has come away.



1.4 Pavement and drainage

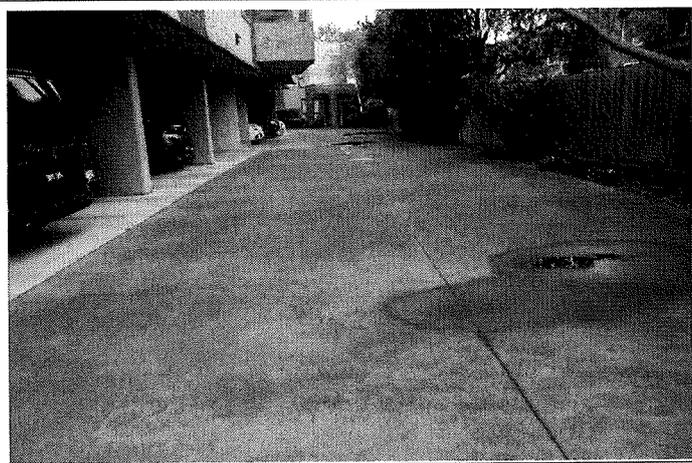
Ph2760
View to the eastern end adjacent the NE corner of the building, shows:

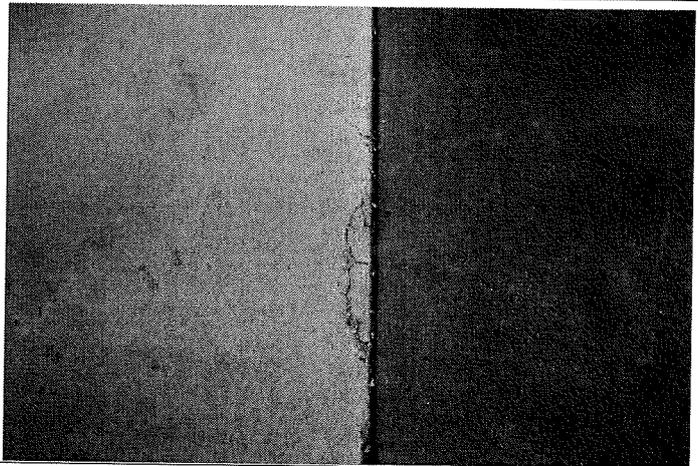
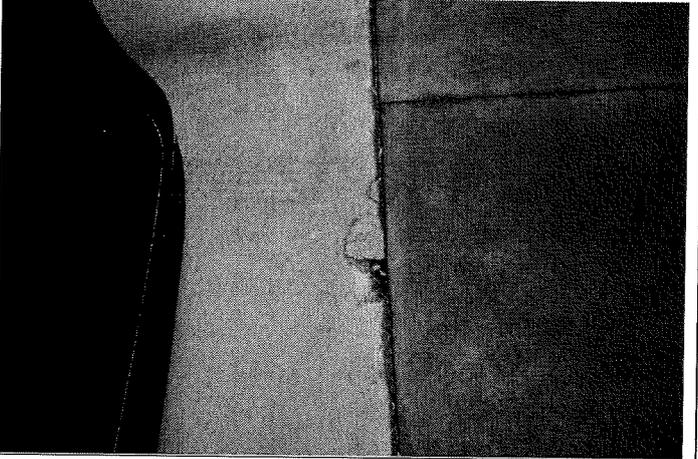
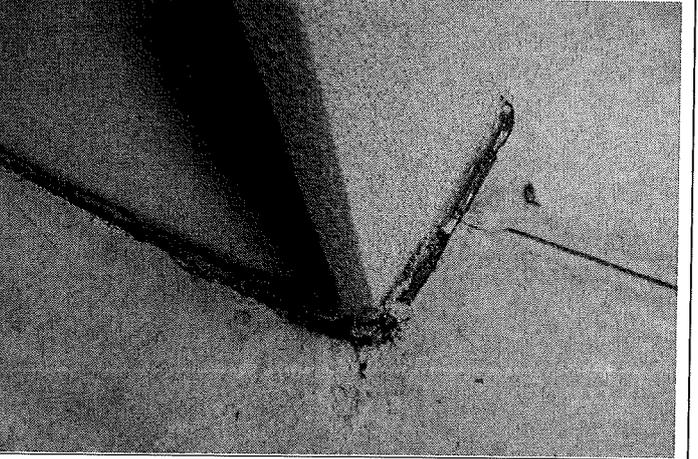
- There has been no Abelflex or similar used to separate the masonry to the concrete pavement. The concrete expansion appears to have caused a blowout of the bottom course of brickwork.



Ph2761
View NW along the driveway pavement, shows:

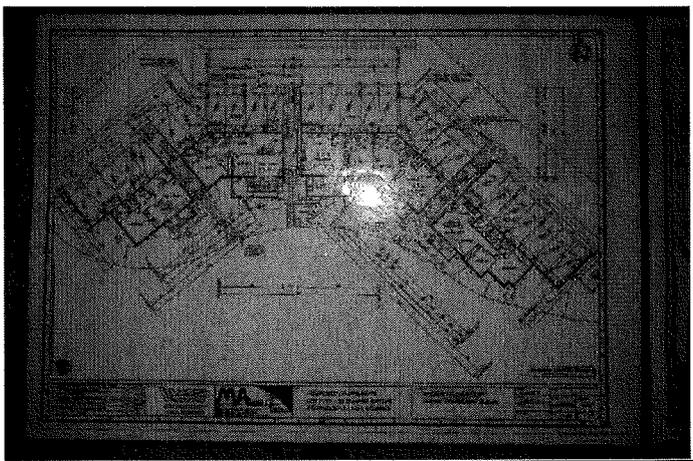
- Some localised pooling indicating inadequate drainage grate.



<p>Ph2762</p> <p>View to the section of pavement between the driveway and Unit 6 underground carpark, shows:</p> <ul style="list-style-type: none"> • Spalling edge of the concrete to the LH side which is the carpark pavement, caused by what appears to be no doubt connection between pavements and no Abelflex (expansion allowance). This is typical along this face. 	
<p>Ph2763</p> <p>View to same as previous, shows:</p> <ul style="list-style-type: none"> • Previous repairs have occurred in some places. 	
<p>Ph2764</p> <p>View to a typical detail of pavement, shows:</p> <ul style="list-style-type: none"> • The pavement appears to have dropped approx. 5mm-10mm relative to the pier based on the render. Note that this is double layer Abelflexed not caulk sealed and crudely cut away. 	

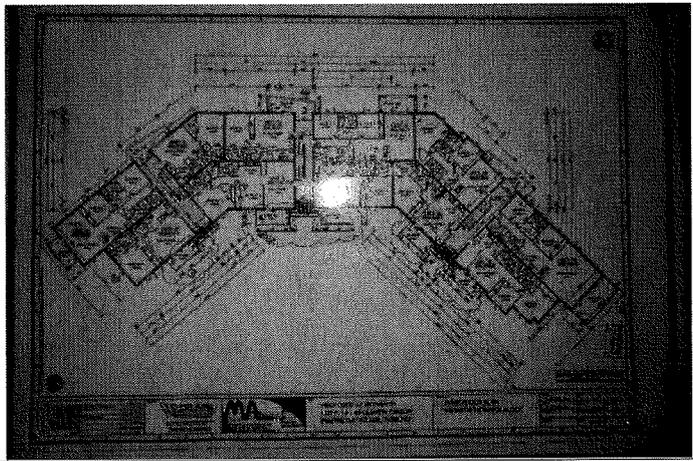
Ph2765
View to the architectural plans found
in the communications cupboard,
shows:

- Photo for reference. See
additional photos.



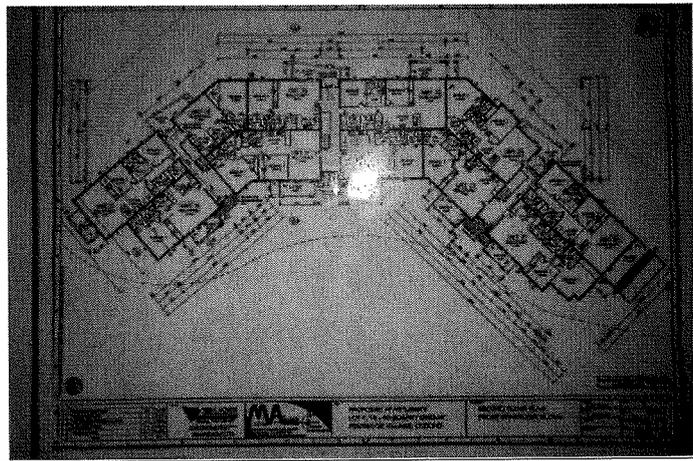
Ph2766
View to previous, shows:

- Further photo of above.



Ph2767
View to previous, shows:

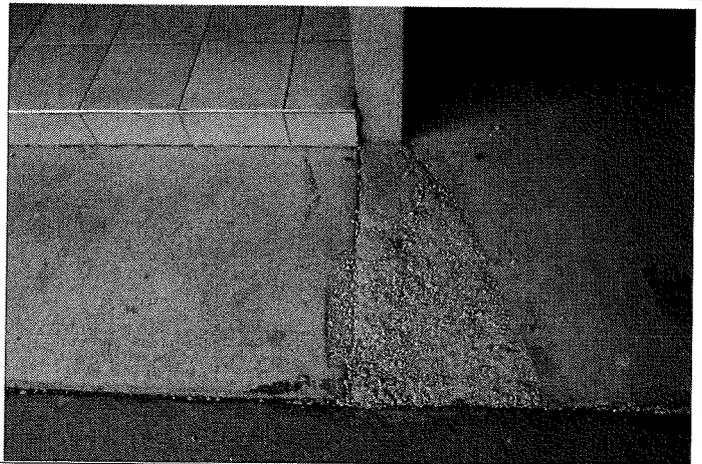
- Further photo of above.



Ph2768

View to the pavement adjacent the central stairwell/corridor, shows:

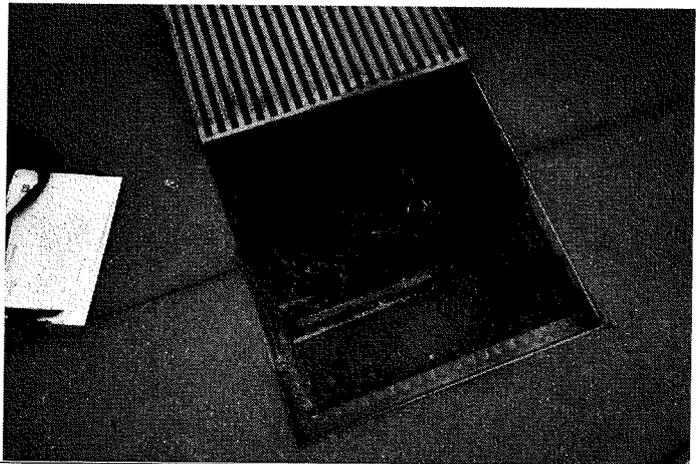
- What appears to be a repaired section of the pavement, very boney with aggregate coming loose.



Ph2769

View to typical detail of storm water pit, shows:

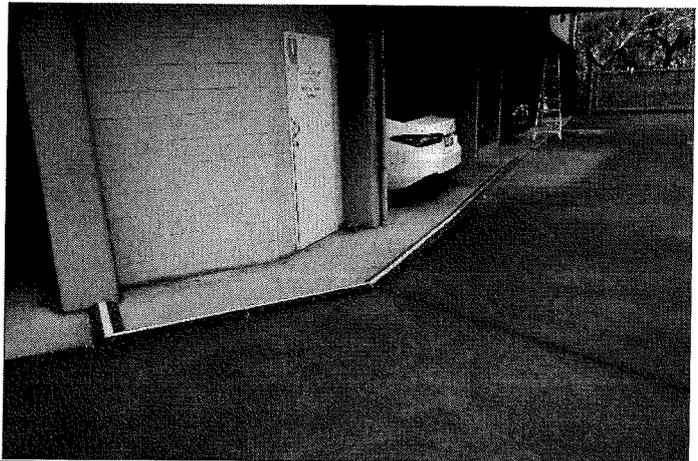
- Approx. 600mm x 600mm pit to depth of 500mm. Concreted base and does appear to hold some water based on mould growth.

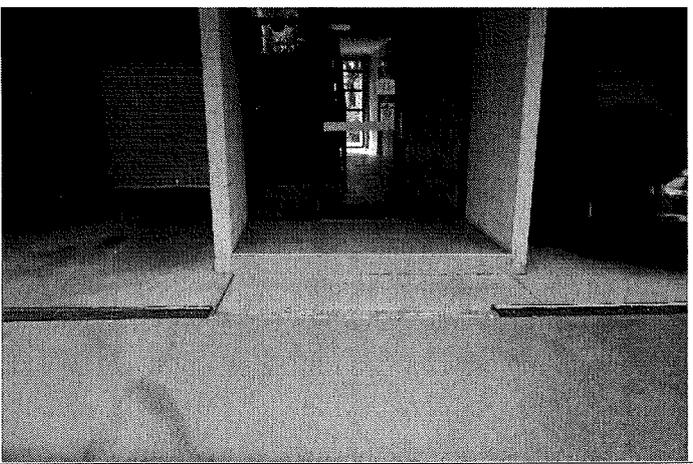
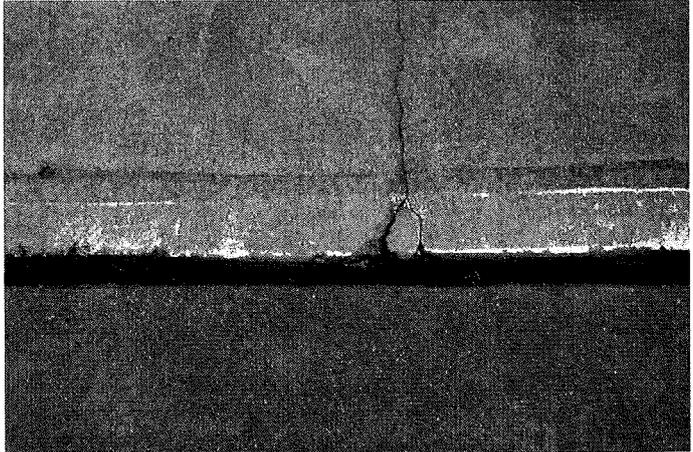


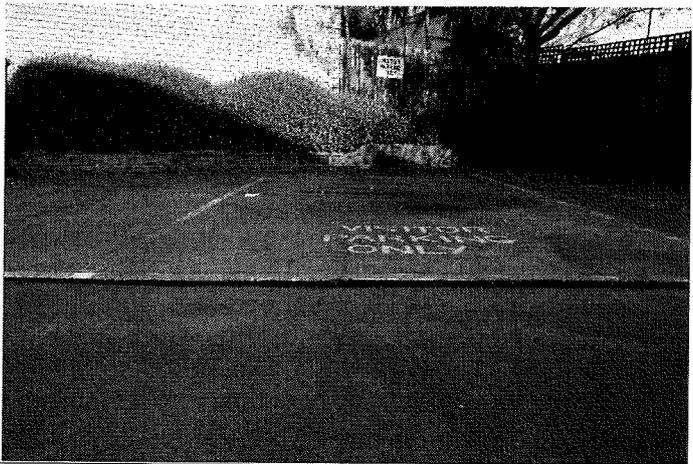
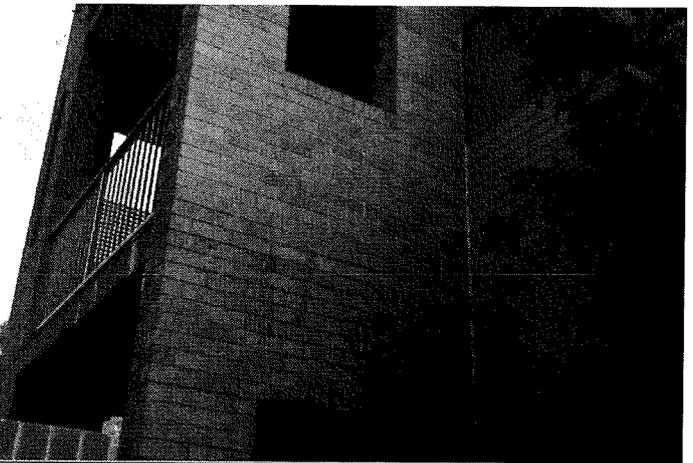
Ph2770

View to the western most junction between pavement and underground carpark, shows:

- There has been a rollover kerb anchor bolted and siliconed down to the concrete.
- This is presumably/reportedly to allow for stopping of water ingress to the underground carpark.



<p>Ph2771 View to the section removed at the western stairwell, shows:</p> <ul style="list-style-type: none"> • Photo for reference. 	
<p>Ph2772 View to the western most concrete pier, shows:</p> <ul style="list-style-type: none"> • There is moisture at the base of the pier and appears to be moisture staining on the concrete and this area reportedly has moisture ingress. 	
<p>Ph2773 View to the visitor carpark areas, shows:</p> <ul style="list-style-type: none"> • There is a height difference of approx. 20mm. This has been dowelled in within 12's at approx. 600mm-800mm spacings (Inadequate). 	

<p>Ph2774</p> <p>View to 20mm-30mm differential of the visitor carpark to the entry driveway, shows:</p> <ul style="list-style-type: none"> • Condition and layout. Photo for reference. 	
<p>Facade</p>	
<p>1.5 West elevation</p>	
<p>Ph2775</p> <p>View to the southern face of the western first floor balcony, shows:</p> <ul style="list-style-type: none"> • There is water leaching through what appears to be the masonry from the first-floor balcony. It is noted that there is dripping from the drip edge of the balcony at the time of inspection also. 	
<p>Ph2776</p> <p>View to the drip edge on the outside face, shows:</p> <ul style="list-style-type: none"> • Photo for reference. 	

Ph2777
View to the ground floor balcony of the apartment to the west of the western stairwell, shows:

- Crack through the render, this appears to be at the junction of the concrete/masonry. This is not structurally concerning.



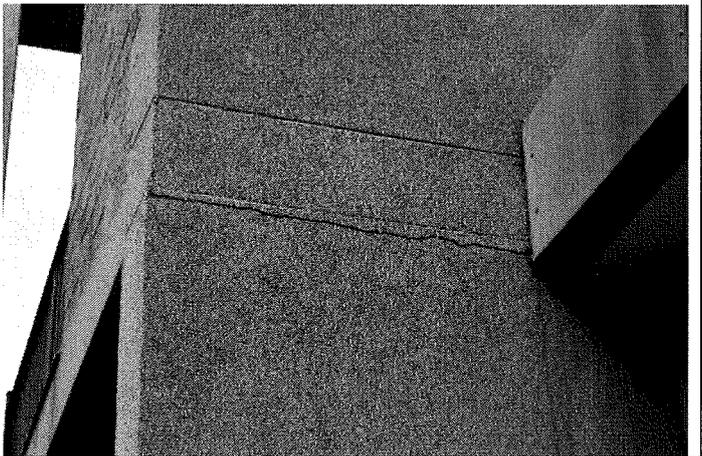
Ph2778
View to the second-floor balcony to the west of the western stairwell, shows:

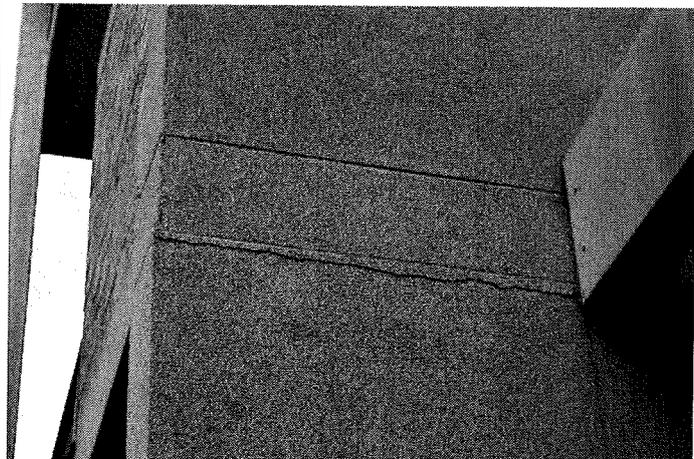
- Water staining on the outside edge.

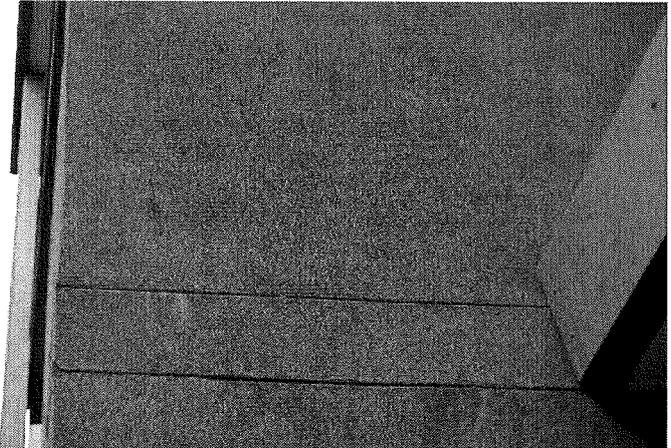
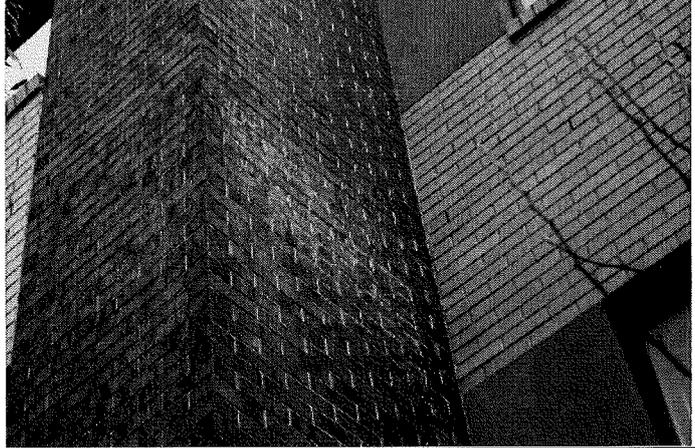


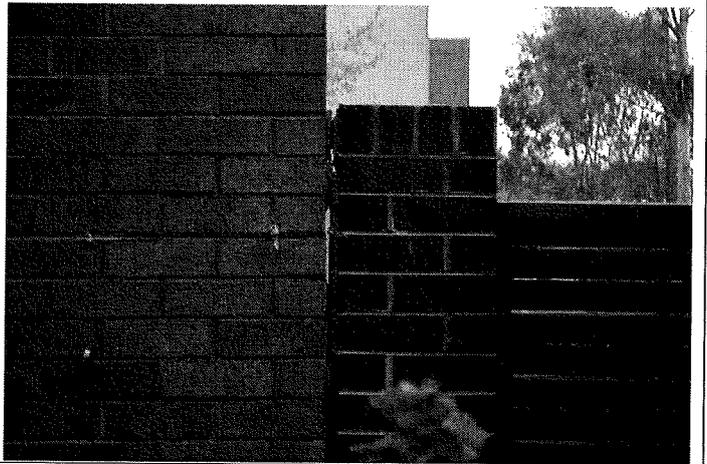
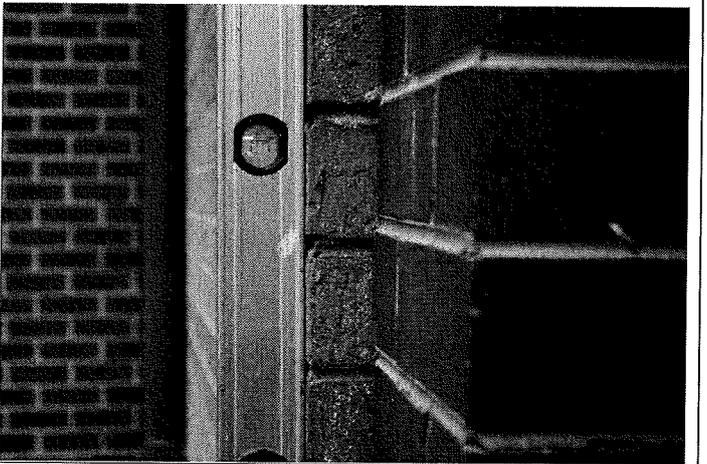
Ph2779
View to the junction between the rendered blockwork wall and the cantilevered concrete section of the first-floor balcony, shows:

- Horizontal crack running parallel with the key joint, note this is not caulked. This was observed to be relatively straight.



<p>Ph2780 View to the masonry east of the western corridor, shows:</p> <ul style="list-style-type: none"> • Hairline vertical cracks. The course below the sill was observed to be differential lower towards the east approx. 6mm over 2 metres. This will be addressed later at the drainage section. 	
<p>Ph2781 View to the wall to the west of this central corridor, shows:</p> <ul style="list-style-type: none"> • Stepped cracking at the blockwork above the first-floor concrete balcony, hairline only. Note that there is only a key joint that has been rendered over. 	
<p>Ph2782 View to the wall to the east of the eastern corridor at the first-floor balcony, shows:</p> <ul style="list-style-type: none"> • Approx. 0.5mm crack extending out to the wall, note these are key joints in this location and this is approx. the junction parallel between the concrete/blockwork. 	

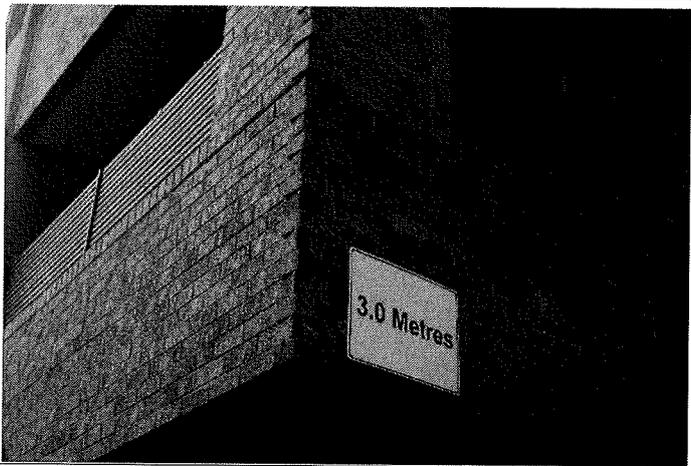
<p>Ph2783 View to the SE corner at the first-floor wall junction, shows:</p> <ul style="list-style-type: none">• Some signs of efflorescence, investigate leak on apartment 1 balcony.	
<p>Ph2784 View to masonry wall, shows:</p> <ul style="list-style-type: none">• Suspected leaking apartment balcony.	
<p>Ph2785 View to masonry pier, shows:</p> <ul style="list-style-type: none">• Efflorescence, indicating water ingress.	

<p>Ph2786</p> <p>View to the pier of the fence at the SE corner to the masonry, shows:</p> <ul style="list-style-type: none"> • There does not appear to be any structural ties. 	
<p>Ph2788</p> <p>View to the 2-metre level held level, shows:</p> <ul style="list-style-type: none"> • Pier is leaning in to the north approx. 60mm over 2 metres. 	
<p>1.6 North elevation</p> <p>Ph2789</p> <p>View to the NW corner adjacent the driveway, shows:</p> <ul style="list-style-type: none"> • Stepped crack extending from the lintel connection up towards the north facing ground floor window, crack is approx. 1mm-2mm. Note that there is sagging of this lintel that is identified also in the next photo. 	

<p>Ph2790 View to the third control joint counted from the west, shows:</p> <ul style="list-style-type: none"> • This control joint ranges from approx. 15mm at the top to 3mm-4mm at the bottom, note the compression failure of the bottom 3 brick courses. The 2-metre level was held to the underside of this lintel and found to be sagging with lowest point at this location. Note also that the concrete column directly below this has some water ingress issues. 	
<p>Ph2791 View to the wall adjacent the 72 carport, shows:</p> <ul style="list-style-type: none"> • Note that this is efflorescence water staining in a similar location to the water ingress located in photo 2775. 	
<p>Ph2792 View to the northern most apex section, shows:</p> <ul style="list-style-type: none"> • The corner joint has been mortared which has cracked by approx. 3mm-4mm of full height. 	

Ph2793
View to the balcony of apartment 13 on the western face, shows:

- What appears to be impact damage at the bottom RH side, clearance sign of 3 metres has been installed.



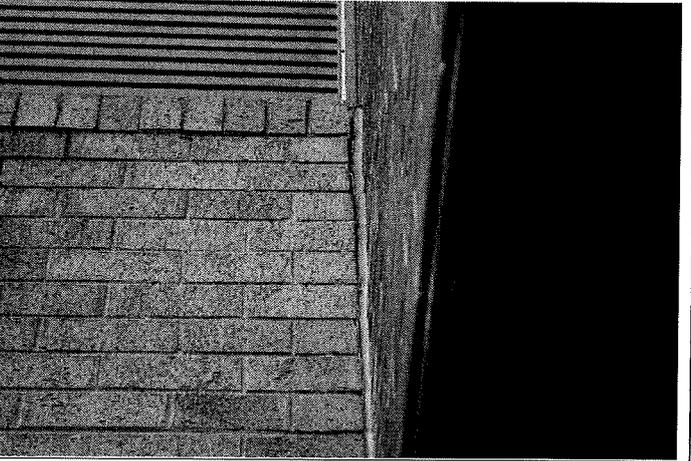
Ph2794
View to the 2-metre level held plumb at the southern face of the western pier of the first-floor balcony, shows:

- This section of masonry is approx. 30mm over 2 metres (1.5%) out of plumb, this correlates with the crack width at the horizontal junction at this location.



Ph2796
View to the caulk joint between the masonry wall to the masonry balcony, shows:

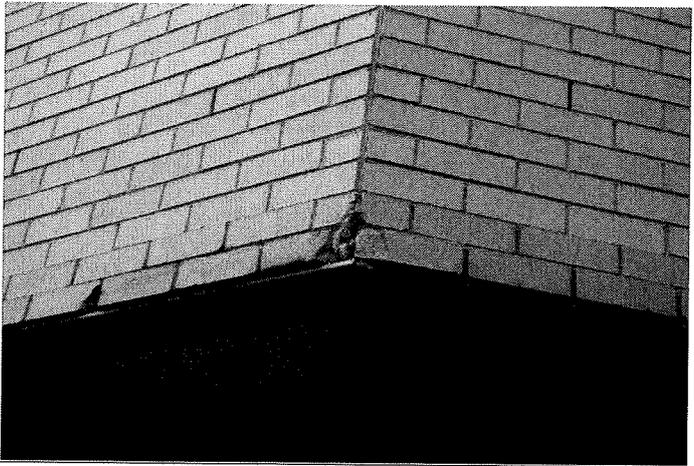
- This caulk joint has separated/failed by approx. 6mm at the top.



<p>Ph2797</p> <p>View to the north face of the western end of the damaged balcony, shows:</p> <ul style="list-style-type: none"> • Crack horizontal junction below the sill masonry, crack width is approx. 10mm-12mm. Note also the 	
<p>Ph2798</p> <p>View to the corner that appears to be impact damage, shows:</p> <ul style="list-style-type: none"> • This has been repaired with cementitious product of some sort. 	
<p>Ph2799</p> <p>View to the north face of balcony of apartment 13, shows:</p> <ul style="list-style-type: none"> • Appears to be some repairs to the render likely caused by water damage. 	

Ph2800
View to the section of wall above the eastern communication cupboard, shows:

- Appears to be another impact damage section to the masonry.



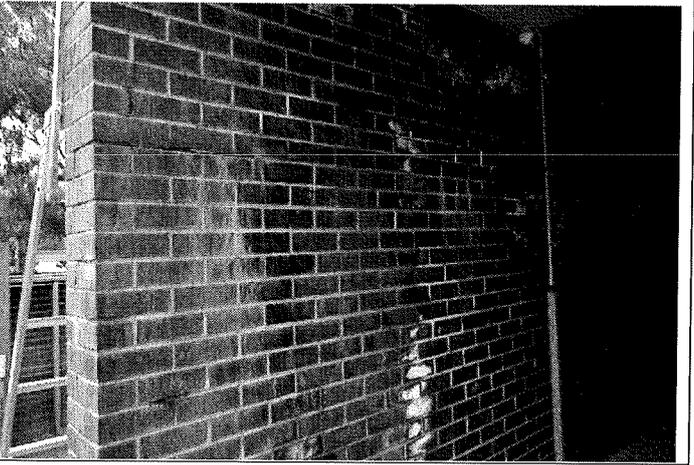
Ph2801
View to the eastern most balcony on the north face, shows:

- Blockwork crack 3mm maximum width.



Ph2802
View to the inside face of the masonry of the carpark next to Unit 16, shows:

- Efflorescence staining on this wall.

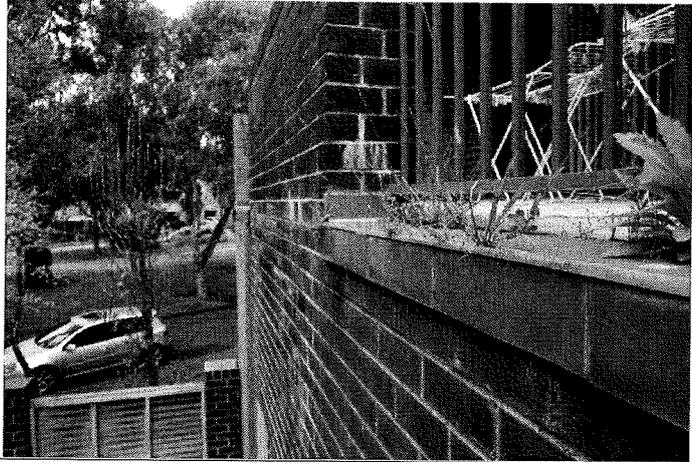


<p>Ph2803 View to the top section of the masonry wall to RC slab, shows:</p> <ul style="list-style-type: none"> • Crack through the brickwork approx. 3mm typical. 	
<p>Ph2804 View to the balcony of apartment 16, shows:</p> <ul style="list-style-type: none"> • Significant weed growth and debris build-up, note that there is no drainage and the water is running straight off the outside face with no gutter collection or waste allowance. See additional photos. 	
<p>Ph2805 View to previous, shows:</p> <ul style="list-style-type: none"> • Further photo of above. 	

Ph2806

View to previous, shows:

- Further photo of above.



Ph2807

View to the outside face of the wall, shows:

- Water staining running down the wall.

From about this photo onwards I'm a bit confused as to what caption goes with which photo, and the last photo has a couple of extra descriptions.



1.7 External ground levels	
<p>Ph2808</p> <p>View to the section of wall immediately below apartment 13 from discussed in previous, shows:</p> <ul style="list-style-type: none"> • The rock still appears to be moist in this area, there does not appear to be any form of proper drainage apart from fall generally away from the building. 	
<p>Ph2809</p> <p>View to the section of pavement, shows:</p> <ul style="list-style-type: none"> • The pavement is moist; • The bottom plate of the fence panel is preventing proper drainage, and silt and water are collecting in this area. 	
<p>Ph2810</p> <p>View to the eastern townhouse southern face adjacent to driveway, shows:</p> <ul style="list-style-type: none"> • The ground has tanbark covering. Note also there is some what appears to be impact damage to base course brickwork. 	

Ph2811

View to the western apartment, shows:

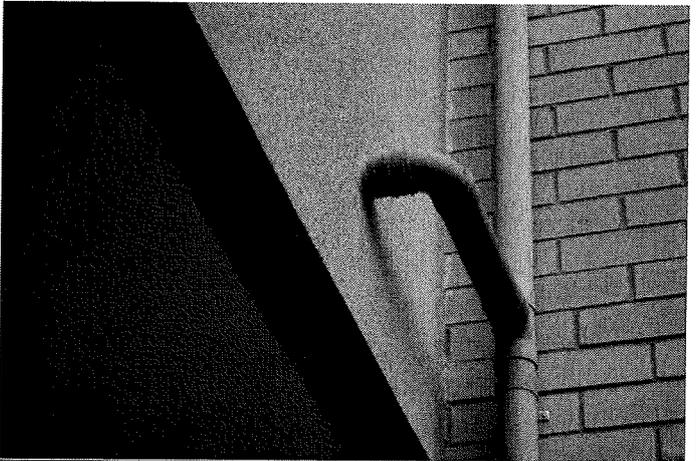
- The ground level is lower than the apartment level in this location however note that this will be restricted by the weep holes to be built-up to no higher than the base of the weep holes or 10mm below.



Ph2812

View to the balcony waste of apartment 13, shows:

- There has been a hole drilled in the waste collection in this location. It is suspected that the water had been backing up and this is what has caused the water damage to the north face. Refer photo 2799.

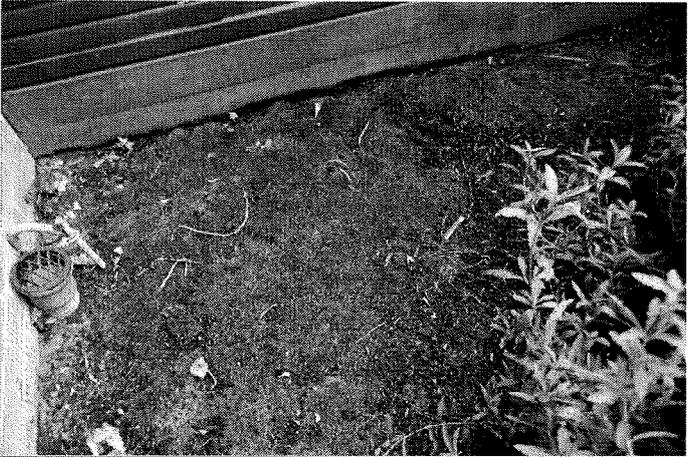


Ph2813

View to the waste pipe of apartment 4, shows:

- This pipe appears to have been previously recently repaired with the flexible coupling and note also the wet dirt at the base of the wall in this location.



<p>Ph2814</p> <p>View to the storm water outlet at the west of the western stairwell, shows:</p> <ul style="list-style-type: none"> • This discharges directly to the ground and the collection area for this is only 8-10 metres squared. Note however that the ground is notably saturated in this area. 	
<p>Ph2815</p> <p>View east along the ground along the south face driveway to the west of the western stairwell, shows:</p> <ul style="list-style-type: none"> • Ground is quite moist. 	
<p>Ph2816</p> <p>View to the ground adjacent the east of the western stairwell, shows:</p> <ul style="list-style-type: none"> • Notably saturated, note the moss growth and the rotting baseboard. This is where the movement damage of photo 2782 occurs. 	
<p>View to the large eucalyptus tree to the east of the central stairwell, shows:</p> <p>Tree is approx. 12-15 metres and located within 3 metres of the building, this is way too close. Note the other trees (unsure of the species) have been recently pruned however are still approx. 4-5 metres and within 5 metres of the building footprint also, these are consistently planted along the south face/street frontage.</p>	

<p>View to the SE corner, shows: Ground generally graded away from the building however it does appear to be damp.</p>	

SCHEDULE TWO: DISCUSSION AND RECOMMENDATIONS

2.1 Background to building

140 The main building is a three-storey walk-up with three internal staircases, consisting of 26 apartments. There is also a secondary building located to the north consisting of standard residential type construction with two double-storey townhouses.

145 The structure consists of concrete footings, combination of blockwork and masonry structure, suspended concrete floors, metal tin roofing assumed to be over timber framing.

The buildings were constructed circa 2007.

150 **2.2 Building movement**

Observations

155 There were observations of some minor building movement. This has been observed in the form of out of plumb and level, and some distress in the building fabric in the form of cracking.

160 There were observations of large trees (native gums) located close to the building along the south elevation within the garden bed.



Photo 2782 – Some minor building movement.

Discussion

165 The extent of building damage is not considered structurally significant/concerning, and is mainly caused by differential footing movement (apart from observations addressed in points 4 and 5).

170 Differential footing movement is generally caused by inadequate footing depths, or varying foundation moisture contents. Buildings are more susceptible to (consequences and likelihood) of varying foundation moisture content when the building is constructed on reactive clays.

175 Coburg North is located within the newer volcanics (olivine basalt plains), which is considerably reactive (shrink-swelling) to moisture changes. The nature of reactive clay is that its physical and chemical properties cause it to shrink when dehydrated and swell when saturated. Therefore, when reactive clays are used as the foundation to a buildings' footings, and the moisture levels are not kept constant, the footings experience different levels of support (combinations of subsidence and/or heave), which often causes differential footing movement.

180 The western most concrete column supporting the cantilevered suspended concrete first-floor floor and structure over appears to have relatively settled to the rest of the building (refer to photo 2782 for base of pier). The current distortion via apparent sag is approximately 15mm. If the building continues to settle, then the structure over

185 will continue to distort, which may result in internal building fabric distress (cracking and separations) and potentially performance issues (failure of waterproofing in wet areas). Therefore it is recommended to ensure that this is stopped.

190 The options to stop the building movement at this location is to remove the source of water/moisture from reaching and therefore effecting the foundations in this location, or to increase the footings depth to a deeper stratum that is not affected by the differential moisture levels. This is commonly called underpinning.

195 In my opinion, I do not think that localised underpinning is necessary at this stage given the current level of distortion (minor), the cost to undertake this works, and the simplicity of the alternative being to address the source of the moisture (which is addressed in subsection 2.3 following), and accepting the minor levels of distortion.

200 2.3 Drainage and pavement issues

3.1 Pavements' drainage

Observations

There were observations of ponding water over the pavement in various locations within the property.

205 A specific instance of pavement graded towards the northwest column, and this column was observed to have differential footing movement causing building distress over (refer photos XX and YY).

Discussion

215 The stormwater drainage of the property is assessed to be substandard. Generally pavement should be graded towards stormwater pits/drains at minimum grade 1:100 and consistently. This prevents ponding. This has not been done at this property.

220 It is likely that the rollover kerb bolted down to the pavement at the carpark to driveway circuit junction has been done to prevent surface water from travelling to the carpark area. This has likely been a retrofit and seems to be working somewhat adequately.

225 Some of the puddles/low points are in the centre of the driveway, which although not ideal, is not overly concerning.

230 There has been differential settlement of some sections of pavement (refer to photo 2774). This has most likely been caused by different extents of compaction of the ground before pouring and different ground moisture conditions of the subgrade of

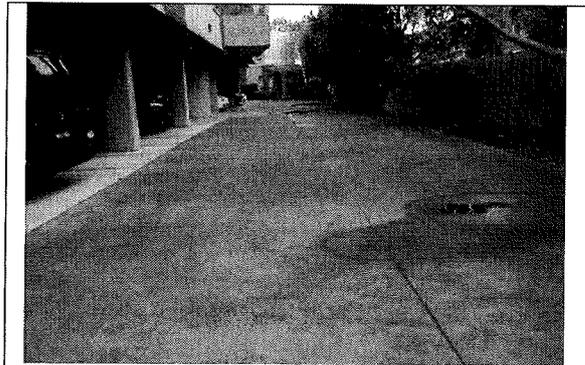


Photo 2761 – Pavement with localised low points (puddles).

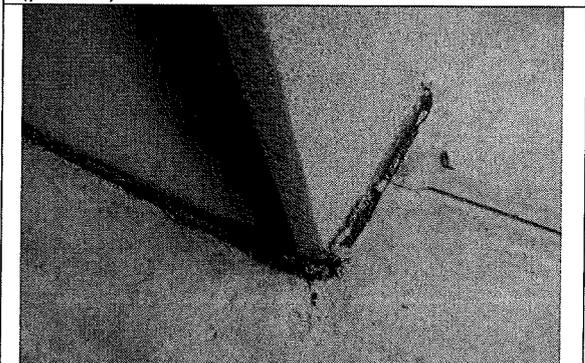
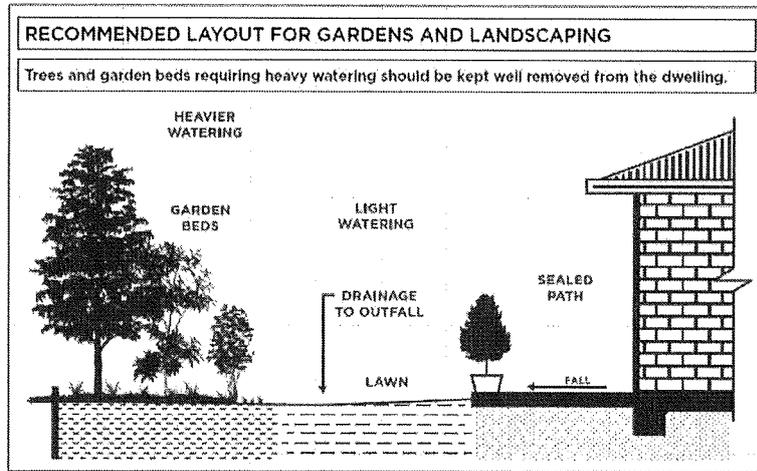


Photo 2764 – the pavement has dropped relative to the column, resulting in the pavement being lower in this location.

235 these individually poured sections of pavement. The lips have caused localised tripping hazards although can easily be addressed.



240

Recommendations

General

245 The low-lying areas (where there is ponding) are not significant structurally, and do not appear to be causing a significant nuisance.

The bin area at the eastern end should be provided with drainage as it appears that the water is getting trapped at the bottom plate of the fence panelling.

Northwest column (photo 2764)

250 The water needs to be stopped from reaching the footings and their foundations. It is suspected to be causing the building movement in this location. A temporary fix will be to seal the junction of the pavement to the column with a flexible sealant.

255 A more permanent repair can be to install a trafficable grated drain constructed at the junction of the pavements at the low point (essentially along the line of the rollover kerb) that is connected to the stormwater pit. Some pavement is recommended to be replaced during this works if the budget allows.

3.2 Garden bed drainage

Observations

265 There were observations of some areas of garden beds that were not graded away from the building, and low-lying areas against the footings. There was mould and moss in some locations on pavement and garden beds.

Discussion

270 As per above, the stormwater drainage of the property is substandard. An example of this is the roofing over the western stairwell discharges directly to the garden bed, which was noted to be saturated.

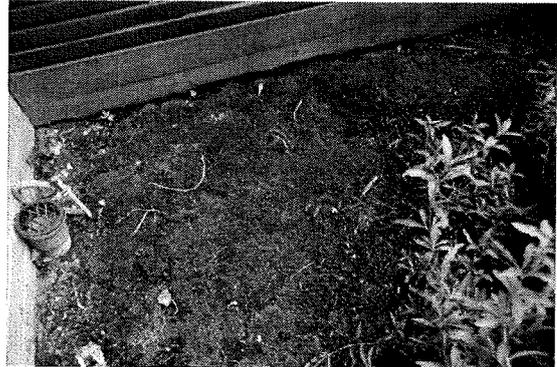


Photo 2814 – Garden bed at the west of the western stairwell - saturated.

275 The face of the building provides a large catchment area for wind driven rain, and this water will end up at the base of the walls. When there is improper grading, the water will saturate the foundations.

280 The garden beds on the south face have some low points. This will lead to water ponding. When the ground is reactive, this is more critical of a concern.

Recommendations

285 It is recommended to regrade the garden beds to ensure that they discharge excessive water away from the building during heavy rain events.

3.3 Pavement

Observations

290 There were observations of damaged pavement. This was typically spalling at concrete junctions, and stepping between pavements.

Discussion

295 The spalling has occurred due to expansion of the pavements that have been constructed separately without bonding (eg dowels) which has resulted in compressive failure of the weaker concrete at the junctions.

300 The spalling is not structurally concerning, however it will result in reduced cover (distance to the steel from the outside face of the concrete) which will increase the risk and rate reduce

Recommendation

305 It is recommended to do some repairs involving localised grout patching to the spalled sections. Adequate spacing (10mm min) between the repaired edging and slab should be provided by Ableflex or similar compressible material. The junction should be caulk sealed after.

This is not a high priority repair.

310

2.4 Impact damage of structure

Observations

315 There is observations and reports of the cantilevered section of concrete slab and masonry over of apartment 14.

Discussion

320 The structure has failed in tension of the mortar junction of the masonry at the opening of the first floor balcony. There is observations of approximately xxmm out of plumb of the wall over.

325

Recommendations

330 In order to rectify, it is recommended to engage a contractor to needle and prop the masonry and install Helifix (refer attachment A) to the masonry or similar, including repointing the masonry.

335 The works should be specified and designed by a design structural engineer.

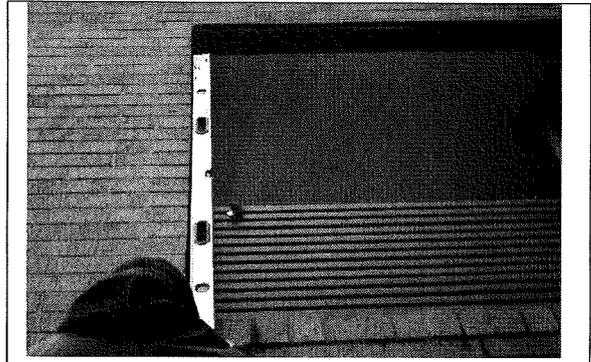


Photo 2794 – out of plumb approx 30mm over 2m.

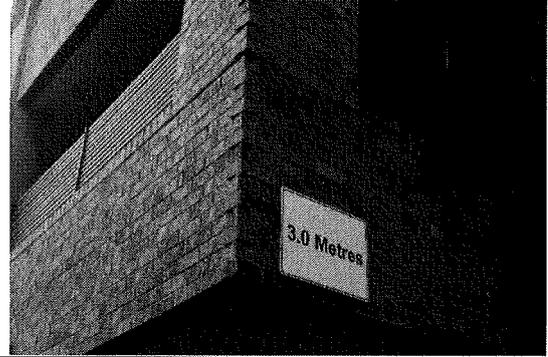


Photo 2793 – impact damage to cantilevered slab and masonry over.

2.5 Brick pier at the SE corner

Observations

340

The pier was observed to be leaning 60mm over 2m (3%).

Discussion

345

This has likely been caused by the balcony poor drainage (addressed in section 2.8) and an inadequate footing.

350

There are no ties to the adjacent masonry (of the building).

The pier is approaching risk of collapse.

355

Recommendations

360

It is recommended to rectify by either rebuilding or attempting to straighten using heavy machinery and bolting to the adjacent wall with masonry anchors and galvanised angle along the junction.

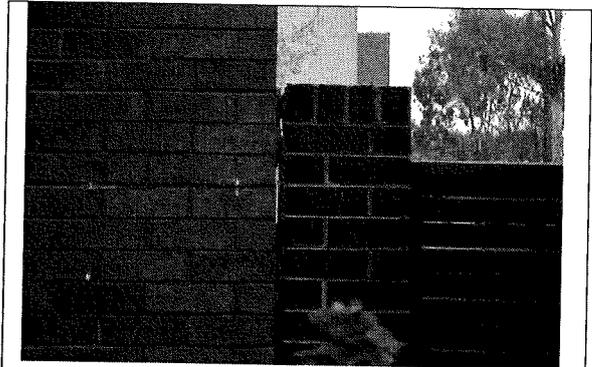


Photo 2786 – SE corner masonry leaning 3%.



Photo 2788 – differential horizontal alignment (3% out of plumb).

2.6 Common area tiling

Observations

365

There was some minor damage (cracking) and drummy tiling.

Recommendation

370

Replace damaged tiling. Reglue drummy tiles.

This is not a high priority repair.

375

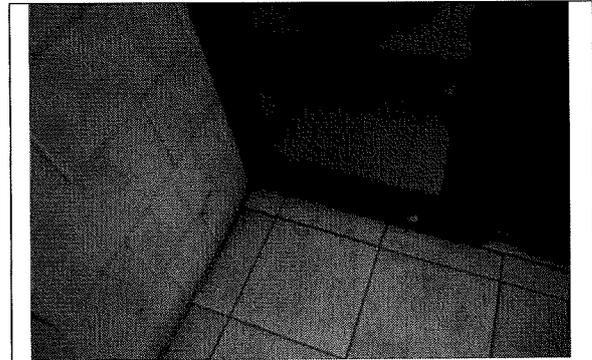


Photo 2756 – Drummy tiles.

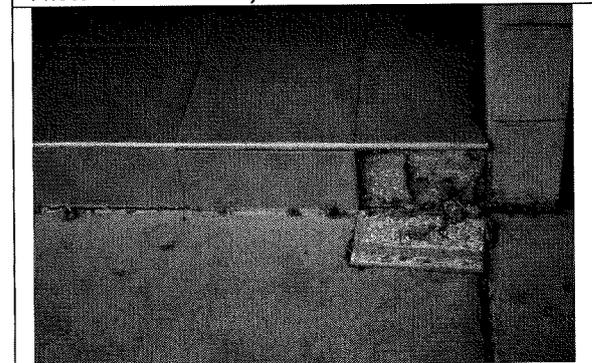


Photo 2759 – upstand tile delaminated.

2.7 Blocked stormwater drainage

380

Observations

385

There were observations of (improperly) repaired downpipes of balcony drainage (eg photos 2812-2813). This indicates that there have probably been blockages repaired by plumbers.

Discussion

390

There is also evidence of moisture damage to the wall of apartment XX at the balcony level. It is suspected that water backflowed from the stormwater waste and flooded the balcony in this location.

395

Recommendations

400

It is recommended to engage a plumbing contractor to clear all drainage pipes and rectify and replace any observed deficiencies to ensure the stormwater drainage system works adequately.

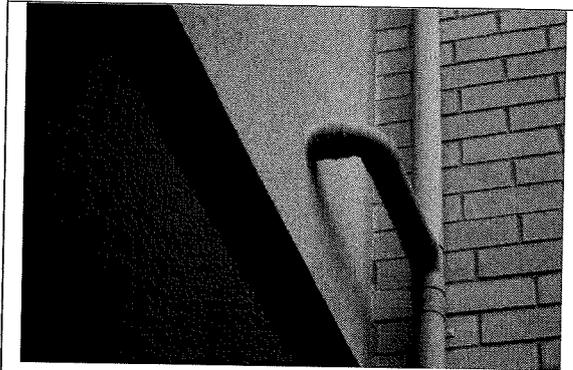


Photo 2812 – Hole drilled in downpipe indicating (improper) pressure relief installed in the pipework.

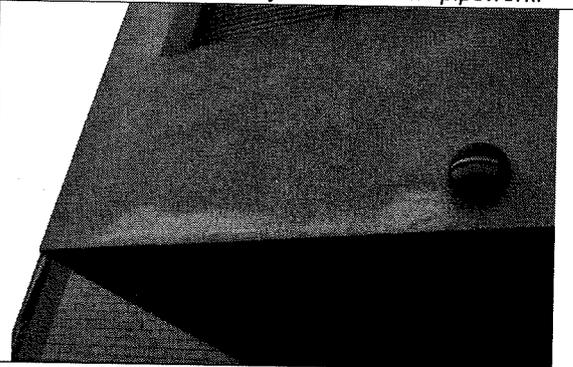


Photo 2799 – render repairs on the outside face of the balcony, suspect there was flooding of the balcony caused by blocked stormwater pipes.

405 **2.8 Balcony of 16.**

Observations

410 There was observation of efflorescence staining and water damage in masonry end wall at the east end under apartment 16.

415 There is no proper drainage system of the balcony of apartment 16. The water is graded to run directly off the balcony without a drip edge or gutter.

Recommendations

420 It is recommended to install an eave gutter along the edge of this balcony connected to stormwater connected to drainage. It should also be ensured the tiles are properly sealed as it appears the water is infiltrating between the junction of concrete and masonry in this location.

425

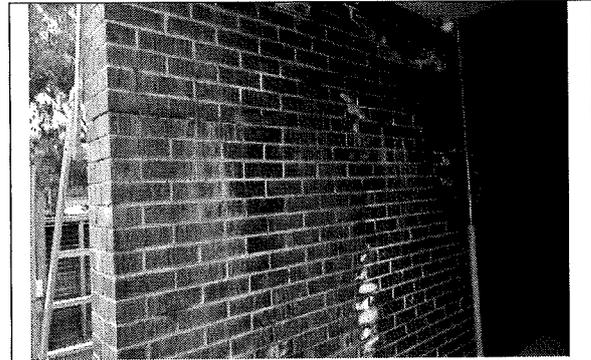
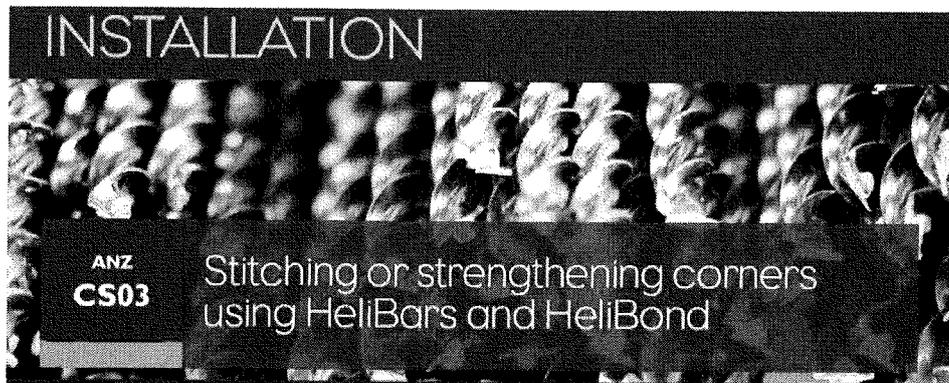


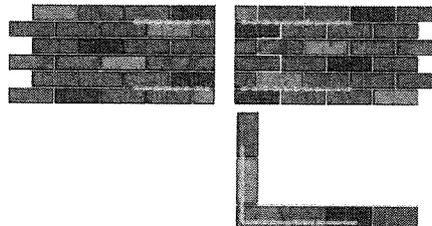
Photo 2802 – Efflorescence staining of wall caused by balcony drainage.



Photo 2805 – view along the balcony edge of apartment 16. Shows no drip edge, no proper drainage system.



Product	Description	Code
HeliBar	Helical stainless steel reinforcement	HBR
HeliBond	Injectable cementitious grout	HLB
HeliPrimer	Water-based primer for porous substrates	HWR
CrackBond	Epoxy resin for filling cracks	HCB



Method Statement

- Using an appropriate power cutting tool with vacuum attachment, cut slots into the horizontal mortar joints, to the specified depth and at the required vertical spacing.* Ensure that as much mortar is removed as possible from the exposed brick surfaces in order to provide a good masonry/grout bond. If the wall is rendered and the mortar joints are not visible, cut the horizontal slots through the render and into the masonry. HeliBars and HeliBond must be installed in the masonry and never in the render.
- Clean out all dust and loose mortar from the slots and thoroughly flush with water. Where the substrate is very porous or flushing with water is inappropriate, use HeliPrimer WB. Ensure the slot is damp or primed prior to commencing step 6.
- Cut the HeliBar to the required length and bend to fit slots.
- Mix HeliBond cementitious grout thoroughly using a drill and mixing paddle and load into the HeliFix Pointing Gun.
- Fit the mortar nozzle to the gun.
- Inject a head of HeliBond grout, 10-15mm deep, into the back of the slot.
- Push the HeliBar into the grout to obtain good coverage.
- Inject a second head of HeliBond grout over the exposed HeliBar and iron it into the slot using a finger trowel. Inject additional HeliBond as necessary, leaving 10-15mm for new pointing.
- Point up the remaining slot with a suitable matching mortar and make good the crack using an appropriate HeliFix bonding agent or filler, e.g. CrackBond, depending on the width of the crack.
- Clean tools with clean, fresh water.

NOTE: Pointing may be carried out as soon as is convenient after the HeliBond has started to gel. Ensure that pointing does not disturb the masonry/HeliBond connection.

CAUTION: Always locate, identify and isolate any electrical, water or gas services which may be present in the wall or the wall cavities and can pose a safety risk before drilling or cutting. Always take the necessary safety precautions. Use electrical safety gloves and wear appropriate footwear and eyewear.

RECOMMENDED TOOLING	
For cutting slots	Chisel, mortar saw (e.g. Arbortech All Saw) or angle grinder with dust guard (e.g. C-tec) and vacuum
For mixing HeliBond	Drill with mixing paddle
For injection of HeliBond into slots	HeliFix Pointing Gun with mortar nozzle
For smoothing pointing	Standard finger trowel

*SPECIFICATION NOTES	
The following criteria are to be used unless specified otherwise:	
A.	Depth of slot into the masonry to be 25mm to 25mm.
B.	Height of slot to equal mortar joint height, with a minimum of 8mm.
C.	HeliBar to be long enough to extend a minimum of 500mm either side of the crack, or 500mm beyond the outer cracks if two or more adjacent cracks are being stitched using one rod.
D.	Normal vertical spacing is 240mm (4 brick courses).
E.	In hot conditions ensure the masonry is well wetted or primed to prevent premature drying of the HeliBond due to rapid de-watering. Ideally additional wetting of the slot, or priming with HeliPrimer WB, should be carried out just prior to injecting the HeliBond grout.
F.	Do not use HeliBond when the air temperature is +4°C and falling or apply over ice. In all instances the slot must be thoroughly damp or primed prior to injection of the HeliBond grout.
The above specification notes are for general guidance only and HeliFix reserves the right to amend details/notes as necessary.	

GENERAL NOTES	
<ul style="list-style-type: none"> Product details available from HeliFix. Contact HeliFix if your application differs from this repair detail or you require specific technical information. 	

AUSTRALIA
Tel: +61 1300 66 7071 Web: www.helifix.com.au

NEW ZEALAND
Tel: +64 (0)3 376 5205 Web: www.helifix.co.nz

HELIFIX
Since 1973



Hugh O'Brien

BEng, BBus
Engineering Manager & Building
Consultant
RBP EC 62162 (Vic)
PL0003683



DATE & PLACE OF BIRTH

1986 Melbourne, Australia

QUALIFICATIONS

Bachelor of Engineering (Civil):

Swinburne University, Melbourne 2008

Bachelor of Business (Accounting) - Scholarship:

Swinburne University, Melbourne 2009

Diploma of Management:

RogenSi Business Learning Centre 2011

Graduate Certificate of Business:

Australian Institute of Business 2014

Level II Bridge Inspector:

Australian Road Research Board

PRESENT POSITION

2020 – PRESENT

Senior Engineer

BSS Group Pty. Ltd.

2015 – PRESENT

Structural Engineer/Owner

HDO Construction/HDO Engineering

PREVIOUS POSITIONS

2019-2020

Consulting/Design Engineer

mtaCONSULT, Melbourne VIC

2015-2019

Senior Bridge Engineer – West Gate Bridge

VicRoads, Melbourne VIC

2014-2015

Senior Risk Consultant

Marsh Risk Consulting, Australia/NZ

2011-2013

Project Engineer

Thiess Group (now CPB Contractors), Gladstone, QLD

2010-2011

Design and Methods Engineer

John Holland Group, Australian projects

2008-2009

Graduate Engineer

John Holland Group, Melbourne VIC

2008

Design Engineer

Paroissien Grant & Associates, North Balwyn VIC

2007-2008

Undergrad Engineer

Worley Parsons, Port Hedlands WA

PROFESSIONAL, OTHER MEMBERSHIPS

Business Licensing Authority - Registered Professional

Engineer: PE0003683

Victorian Building Authority –

Registered Engineer EC62162

Foundation and Footing Society (Vic) Inc (Member)

Forensic Engineering Society of Australia (Member)

Professional Engineers Australia

Association of Structural Engineers

Associate of Consulting Structural Engineers Vic

Building Dispute Practitioners Society

EXPERTISE

- Bridge and structure inspection and remediation
- Building movement
- Drainage and water ingress
- Project Engineer

BSS CONSULTANCIES IN PAST YEARS

SOLICITORS

David Naidoo & Associates
Graham Legal
Guymer Lawyers
Johnston Construction Lawyers
LMS
Lovegrove and Cotton
Madgwicks
McKean & Park
McMahon Fearnley
Minter Ellison
Neil McPhee & Associates
Nevett Ford
Oldham Construction Lawyers
Pinsent Masons
Rigby Cooke
Russell Kennedy
Sievers Lee
Slater & Gordon
Tartaglia Lawyers
Varrasso Lawyers
Wainwright Ryan Eid
Whiting Lawyers

SOME COMMERCIAL CLIENTS

Anglican Diocese of Melbourne
Arden Homes
Binks and Associates
BMD Constructions
Cameron Constructions
Chisel Holdings
CPB Contractors
Decmil
Defence Housing Authority
DGO Architects
Edgepoint Homes
Fortunato Group
Fulton Hogan
Gross Waddell
Hamilton Marino
Harris HMC
Hickory Group
Jarden Group
Kane Constructions
Laing O'Rourke Australia
Latitude 37
Lendlease
Major Roads Projects Victoria
McConnell Dowell
Melbourne Body Corporate Management (MBCM)
Melbourne City Mission
Melbourne Water
Metro Rail
Montego Homes
Nostra Property Group
Porter Davis Homes
Rail System Alliance
Raine and Horne
Ryman Health Care

Samsson Projects
Select Owners' Corp
Senior Master's Office (Supreme Court)
Seymour Whyte
Shiavello Group
Southern Program Alliance – Level Crossing removal
Supa Group
Symal Infrastructure
The Uniting Church in Australia
Victorian Electoral Commission
Victorian Body Corporate Services (VBCS)
Yarra Trams

ATTACHMENT Z: STANDARD BSS INSPECTION REPORT CONDITIONS

1. **Weather conditions**
The building has been inspected on the date and in the prevailing weather and environmental conditions.
2. **Client brief**
The report describes the condition of those elements of the property described in the client brief and lists visible faults.
3. **Report exclusions:**
 - **Faults**
 - (a) in inaccessible parts of the building,
 - (b) not apparent on visual inspection,
 - (c) apparent only in different weather or environmental conditions,
 - (d) resulting from different uses of the building,
 - (e) minor – such as hairline plaster cracks, jamming doors, windows and catches, etc.,
 - (f) outside the scope of the client brief,
 - No assessment has been made in relation to
 - (g) cladding combustibility nor any fire rated construction eg. aluminium cladding or firewalls,
 - (h) the regulatory assessment and/or certification of swimming pools and spas and their safety barriers.
4. **Unless otherwise specified:**
 - (a) no soil, etc., has been excavated nor has any investigation of sub ground drainage been made,
 - (b) no vegetation has been removed,
 - (c) no fixtures, fittings, cladding or lining materials have been removed,
 - (d) no items of furniture or chattels have been moved,
 - (e) no enquiries of Councils or other Authorities or persons have been made,
 - (f) this report is based on one relatively brief inspection and does not warrant that there are no other defects present,
 - (g) we do not inspect the building frame (for clarification see 'Pre plaster inspections' below),
 - (h) measurements when taken are by an 8m steel pocket tape with an accuracy of +/- 2mm. No check has been made in relation to title boundaries, setbacks or easements.
 - (i) we do not test services (e.g. plumbing/mechanical/electrical/fire etc.) or advise on appropriateness or installation. An appropriately qualified company should be engaged to check these items.
 - (j) sub floor and roof space inspected with a torch from the hatch or manhole.
 - (k) we carry a 3.6m ladder.
 - (l) we allow no access to high facades and these are viewed from street level or vantage points.
 - (m) we do not walk on roof, unless they are flat and accessible via an internal manhole.
 - (n) the report is provided solely for the use of the clients named on the face of this report and where applicable a Court/VCAT and no responsibility to other persons is accepted.
 - (o) no special investigation of insect attack (e.g. borer, termite, etc.) asbestos or soil contamination has been made and any reference to these has been based on a casual visual inspection.
 - (p) this report must be reproduced in full.
5. **Contract & permit documentation**
Our reports are based on visual inspection and do NOT include a detailed review of documentation. Such documents are often requested to be made available to us for our brief perusal in relation to specific items of concern.
6. **Court/VCAT suitability**
A report suitable for presentation to a Court or VCAT will be designated on the front page as such.
7. **Provisional opinions**
In the event that an item cannot be fully investigated because of time constraints or a lack of documentation, etc. then such item(s) will be noted. Such items may require further investigation prior to a Hearing (if applicable).
8. **Report costings (where provided)**
If detailed costings are prepared, these provide a probable cost of rectification/completion based on assumptions stated. If preliminary costings are provided (e.g. for maintenance reports) these are single figure indicative only (say plus or minus 30%). Preliminary costings are not suitable for use at a Court/VCAT Hearing. We strongly recommend quotations be sought.
9. **Preplaster inspections**
These are primarily a check of frame straightness and verticality. Our reports are not a mandatory Building Surveyor check in relation to structural compliance.
10. **Engineering reports**
These reports are undertaken by a qualified engineer. Professional opinion and appraisal of the building will have an emphasis on major concerns such as structural integrity (minor defects not necessarily covered). These reports do not normally include site testing of drains/plumbing or any laboratory tests. If plumbing leaks, drainage or flooding problems are suspected, the client should engage a plumber and contact their building insurance company if relevant.
11. **Additional testing**
Our report findings may recommend additional testing such as soil, water leakage, etc. This will need to be arranged by our client.
12. **Building measurements, floor levels and wall verticality**
Unless specifically noted no instruments have been used to determine the above. Defects in the above which are visually significant, are reported. Our report is not a detailed survey using measuring instruments.

Date issued: 03/06/2020

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporation Regulations 2018

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation Rules

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

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

Lot entitlement and lot liability

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

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

Further Information

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

Management of an Owners Corporation

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

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

