

Contract of Sale

Unit G02, 12 Wood Street, Nunawading



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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on...../...../2019

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR: TRUMP INVESTMENTS PTY LTD ATF THE TRUSTEE FOR TRUMP
INVESTMENTS TRUST ACN 006 779 791 on/..... 20

Print name(s) of person(s) signing: SCOTT ANDREW DIDIER:

State nature of authority, if applicable: Sole Director

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name: **Vendor Advocacy Australia Pty Ltd** in conjunction with

Address:

Email:

Tel: Mob: Fax: Ref:

Vendor

TRUMP INVESTMENTS PTY LTD

ATF THE TRUSTEE FOR TRUMP INVESTMENTS TRUST ACN 006 779 791

1 Williamsons Road, Doncaster, VIC 3108

Email:

Vendor's legal practitioner or conveyancer

Kerr & Kerr Partners Pty Ltd

Level 2, 90 William Street, Melbourne VIC 3000

Email: james@kerrpartners.com.au

Tel: 03 9600 2234

Mob:

Fax: 03 9605 5999

Ref: WK:JK:1725/19

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11613	Folio	196	2	PS713826W

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit G02/12 Wood Street , Nunawading 3131**

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

All fixed floor coverings, window furnishings, electric light fittings and fixed appliances

Payment

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on 20

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

OR

☒ a Residential Tenancy Agreement dated 10th October 2018 which has expired and is now a monthly periodic tenancy determinable by notice. A copy of the Residential Tenancy Agreement is attached to the Vendor Statement.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

1. Interpretation

1.1. In this contract:

- 1.1.1. headings are included for convenience and do not affect the interpretation of this contract;
- 1.1.2. where a party comprises two or more persons, an obligation under this contract binds those persons jointly and each of them severally;
- 1.1.3. a reference to a statute includes regulations made under the statute and any amendment, consolidation, re-enactment or replacement of the statute or the regulations.

2. Acknowledgment of Documents

- 2.1. The Purchaser acknowledges receipt of a copy of the Vendor's statement before signing this contract or any other document legally binding the Purchaser in relation to this sale.

3. Identity and Measurements

- 3.1. The Purchaser admits that the property as offered for sale and inspected by the Purchaser is identical with that described in the Particulars of Sale. The Purchaser must not make any requisition or claim any compensation for any alleged misdescription of the property or deficiency in its area or measurements or call on the Vendor to amend title or to bear any part of the cost of doing so.

4. Restrictions as to Use

- 4.1. The Purchaser buys the property subject to all existing and proposed restrictions as to its use imposed by the applicable planning scheme and any other relevant planning or environmental controls.

5. Improvements

- 5.1. The Vendor gives no warranty that the improvements erected on the land or any alterations or additions to the improvements comply with the Building Regulations 1994 or the requirements of the municipality under them, or with any repealed statutes under which the improvements were constructed. The Purchaser must not make any requisition or objection or claim any compensation for any non-compliance with the Regulations nor call on the Vendor to bear all or any part of the cost of compliance.
- 5.2. The Purchaser acknowledges that the Purchaser has purchased the property as a result of the Purchaser's own inspection and enquiries, in its present condition and state of repair, and subject to all faults and defects both latent and patent.

6. Nomination of Purchaser

- 6.1. If the Purchaser wishes to nominate a substitute or additional Purchaser under General Condition 4, the Purchaser must deliver to the Vendor's solicitor at least 14 days before the settlement date evidence satisfactory to the Vendor's solicitor of acceptance of the nomination by the substituted or additional Purchaser.

7. Delivery of Transfer

- 7.1. General Condition 10.1 is varied as follows:

- 10.1 The purchaser must prepare and deliver to the vendor at least 14 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.
- 7.2 If the Purchaser fails to deliver the transfer within the specified time, the Vendor may provide written notice to the Purchaser or the Purchaser's solicitor postponing the settlement date to a date being not more than 10 days after the date on which the Vendor's solicitor receives the transfer.
- 7.3 If the Vendor postpones the settlement date under this special condition, the Purchaser will be deemed to be in default under this contract and must pay to the Vendor interest on the balance of the price at the rate specified in Special Condition 8 computed from the settlement date specified in this contract until the actual settlement date.

8. Interest on Default

- 8.1. If the Purchaser defaults in payment of any money under this contract then the Purchaser must pay to the Vendor without demand interest at a rate 4% higher than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default, without prejudice to any other rights of the Vendor under this contract.

9. Entire Agreement

- 9.1. The Purchaser acknowledges that:
- 9.1.1. no information, representation or warranty by the Vendor, the Vendor's estate agent or the Vendor's solicitor has been supplied or made with the intention or knowledge that the Purchaser would rely on it; the Purchaser has not in fact relied on any such information, representation or warranty;
- 9.1.2. the Purchaser has made or procured the Purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the property including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the property for any purpose or any business to be carried on there; and
- 9.1.3. this contract sets out the entire agreement between the parties for the sale and purchase of the property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase.

10. Foreign Acquisitions and Takeovers Act 1975

- 10.1. If the Purchaser is a person or entity to whom Section 26A of the Foreign Acquisitions & Takeovers Act applies, then the Purchaser warrants to the Vendor that the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant authority to the purchase of the land by the Purchaser on the terms and conditions set out in this contract.
- 10.2. The Purchaser shall indemnify and keep the Vendor indemnified from and against all losses, damages, costs, charges, penalties or expenses of whatsoever nature suffered or incurred by the Vendor as a result of the Vendor relying on the warranty of the Purchaser contained in this Special Condition 10 in accepting the offer of the Purchaser to purchase the land and entering into this contract.

11. No Merger

- 11.1. The provisions of this contract that are capable of having effect or require compliance after the settlement date will not merge in the transfer of the land and will continue to bind or benefit the parties.

12. Directors' Guarantees

- 12.1. If the Purchaser is or includes a company, the Purchaser must procure the execution by each of its directors of a guarantee and indemnity in the form attached to this contract immediately after the execution of this contract.

13. Auction Conditions (if applicable)

- 13.1 Where the property is offered for sale by public auction, it shall be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
- 13.2 Subject to the Vendor's reserve price the highest bidder whose bid is accepted shall be the Purchaser.
- 13.3 If any dispute arises as to any bidding the property shall be put up again at the last undisputed bid or the auctioneer may determine the dispute.
- 13.4 A person shall not bid an amount less than the sum named by the auctioneer and no bid shall be retracted.
- 13.5 The Vendor reserves the right:
- (a) to refuse to accept any bid;
 - (b) to withdraw the property from sale at any time before it has been knocked down and without declaring the reserve price;
- 13.6 The bidder to whom the property is knocked down shall immediately after the fall of the hammer sign this Contract and pay the deposit to the Vendor's agent.
- 13.7 If at the expiration of twenty (20) minutes after the property has been knocked down the bidder has failed to sign this Contract and pay the deposit then the Vendor may immediately or at any time thereafter at the Vendor's option sell the property either by auction or by private treaty to any other person and the bidder shall:
- (a) not have any right of action against the Vendor or the Vendor's agent;
 - (b) not be entitled to call for a Contract of Sale of the property;
 - (c) have no interest in the land whether legal or equitable;
 - (d) be liable to pay to the Vendor on demand any deficiency in price on such resale together with all of the Vendor's costs and expenses of such resale.

14. Identity of Property

14.1 Purchaser's admissions

The Purchaser admits, agrees and accepts that:

- (a) the Property described in the Particulars of Sale is identical with the Property described in the title particulars;
- (b) any boundary fence or wall is correctly located on the title boundary of the Property;
- (c) no structure on the Property is located outside the title boundaries of the Property; and
- (d) no structure of any adjoining Property encroaches over or under the title boundaries of the Property.

14.2 Waiver

The Purchaser waives any right to make any claim or require the Vendor to take or refrain from taking any action in relation to any of the matters referred to in this special condition

15 Planning and Other Restrictions

- 15.1 The Vendor does not warrant that the Property may be used for any particular purpose. The Purchaser buys the Property subject to:
- (a) any Law affecting the Property;
 - (b) any restriction or condition affecting or imposed upon the Property or its use by any Government Agency or otherwise; and
 - (c) the applicable planning scheme, and may not make any Claim in connection with them.

16. GST

- 16.1 Any GST payable in respect of this transaction will be made in accordance with General Condition 19 of the Contract of Sale.
- 16.2 If a third party makes a taxable supply and this contract requires a party to this contract ("the payer") to pay for, reimburse or contribute to ("pay") any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but net of any input tax credit to which the other party is entitled in respect of the liability or expense.
- 16.3 If the Vendor makes a taxable supply under this contract, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:
- (a) in relation to the supply of the property, on the earlier of the settlement date and the date on which a taxable supply of the property occurs; and,
 - (b) in relation to any other supply, at the time the consideration for the supply payable.
 - (c) Notwithstanding the foregoing, a party is not obliged under this contract to pay the amount of any GST until that party is given a valid tax invoice for the supply. The obligation to make such payment does not merge in the settlement or the transfer of the property.

17. Stamp Duty: Purchasers Buying Unequal Interests

- 17.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the Day of Sale the proportions in which they are buying the property (the "Proportions").
- 17.2 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.
- 17.3 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.
- 17.4 This special condition will not merge on completion.

18. General

- 18.1 **Amendment**
This contract may only be varied in writing, signed by the parties.
- 18.2 **Waiver**
- (a) a right may only be waived in writing, signed by the party giving the waiver; and
 - (b) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - (c) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (d) the exercise of all or part of a right does not prevent any further exercise of that right or of any other right.
- 18.3 **Multiple parties**
If a party to this contract is made up of more than one person, or a term is used in this contract to refer to more than one party:
- (a) an obligation of those persons is joint and several;
 - (b) a right of those persons is held by them severally; and
 - (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by

each of them separately.

18.4 Entire Contract

This contract is the entire contract between the parties. There is no warranty, representation or guarantee of any nature relating to the subject of this contract, which is not contained in this contract or the Vendor's Statement.

18.5 No Merger

No provision of this contract:

(a) merges on or by virtue of Settlement;

or

(b) is in any way modified, discharged or prejudiced by reason of any investigations made or information acquired by or on behalf of the Purchaser.

18.6 Giving effect to this contract

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably acquire to give full effect to this contract.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase'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 Pty 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 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 or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 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 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 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. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* 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*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment 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 lodgment can no longer be conducted electronically. Special 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 for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment
- 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in *italics* and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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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 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 that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE & INDEMNITY

TO: **Trump Investments Pty Ltd**

LAND: **Apt G02, 12 Wood Street, Nunawading**

WE _____
of _____

in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within contract for the price and upon the terms and conditions therein HEREBY JOINTLY AND SEVERALLY COVENANT for ourselves and our executors and administrators as the case may be with the vendor that if at any time default is made in the payment of any part of the purchase moneys or of any other moneys payable by the purchaser to the vendor under the contract or in the performance or observance of any of the terms or conditions to be observed or performed thereunder by the purchaser we will forthwith on demand by the vendor pay the whole or such part of the purchase price or other moneys as are then due and payable to the vendor and will keep the vendor indemnified against the loss or purchase money interest and other moneys payable under the contract and against all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee and indemnity is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the vendor in enforcing or by any extension of time given to the purchaser for the payment of any moneys payable under the contract or for the performance or observance of any of the agreements obligations or conditions under the contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing us or our executors or administrators as the case may be.

IN WITNESS whereof we have hereunto set our hands and seals the day of 20

SIGNED SEALED AND DELIVERED by the said)
)
) _____

in the presence of:

SIGNED SEALED AND DELIVERED by the said)
)
) _____

in the presence of:

DATED

2019

**TRUMP INVESTMENTS PTY LTD ATF THE TRUSTEE FOR TRUMP INVESTMENTS
TRUST ACN 006 779 791**

to

CONTRACT OF SALE OF LAND

Property: Unit G02/12 Wood Street , Nunawading 3131

KERR & KERR PARTNERS PTY LTD

Solicitors

Level 2, 90 William Street
Melbourne Vic 3000

Tel: 03 9600 2234

Fax: 03 9605 5999

Ref: WK:JK:1725/19

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

Unit G02/12 Wood Street , Nunawading 3131

Vendor's name

Trump Investments Pty Ltd
ATF the Trustee for Trump Investments Trust ACN 006 779 791

Date

20/12/19

Vendor's
signature

Scott Andrew Didier: Director/Secretary

Purchaser's
name

Date

/ /

Purchaser's
signature

Purchaser's
name

Date

/ /

Purchaser's
signature

1. FINANCIAL MATTERS

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

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

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 vendor 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.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor 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.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor 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 documents.

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

None to the knowledge of the Vendor

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.

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 applicable

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:

No such notices have been served to the knowledge of the Vendor

5. BUILDING PERMITS

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

Are contained in the attached certificate.

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")

Not applicable.

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 vendor statement for convenience.)

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

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 an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

- Register search statement for Certificate of Title Volume 11613 Folio 196
- Plan of Subdivision No. 713826W
- Statutory Certificates
- Copy Residential Tenancy Agreement dated 10th October 2018

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

consumer.vic.gov.au/duediligencechecklist

Page 1 of 2



Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11613 FOLIO 196

Security no : 124080666015B

Produced 10/12/2019 10:57 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 713826W.

PARENT TITLES :

Volume 08582 Folio 782 Volume 10401 Folio 885

Created by instrument PS713826W 18/11/2015

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

TRUMP INVESTMENTS PTY LTD of 1 WILLIAMSONS ROAD DONCASTER VIC 3108
AM516283H 01/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR840174K 15/01/2019

NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE PS713826W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT G02 12 WOOD STREET NUNAWADING VIC 3131

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 15/01/2019

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS713826W

DOCUMENT END

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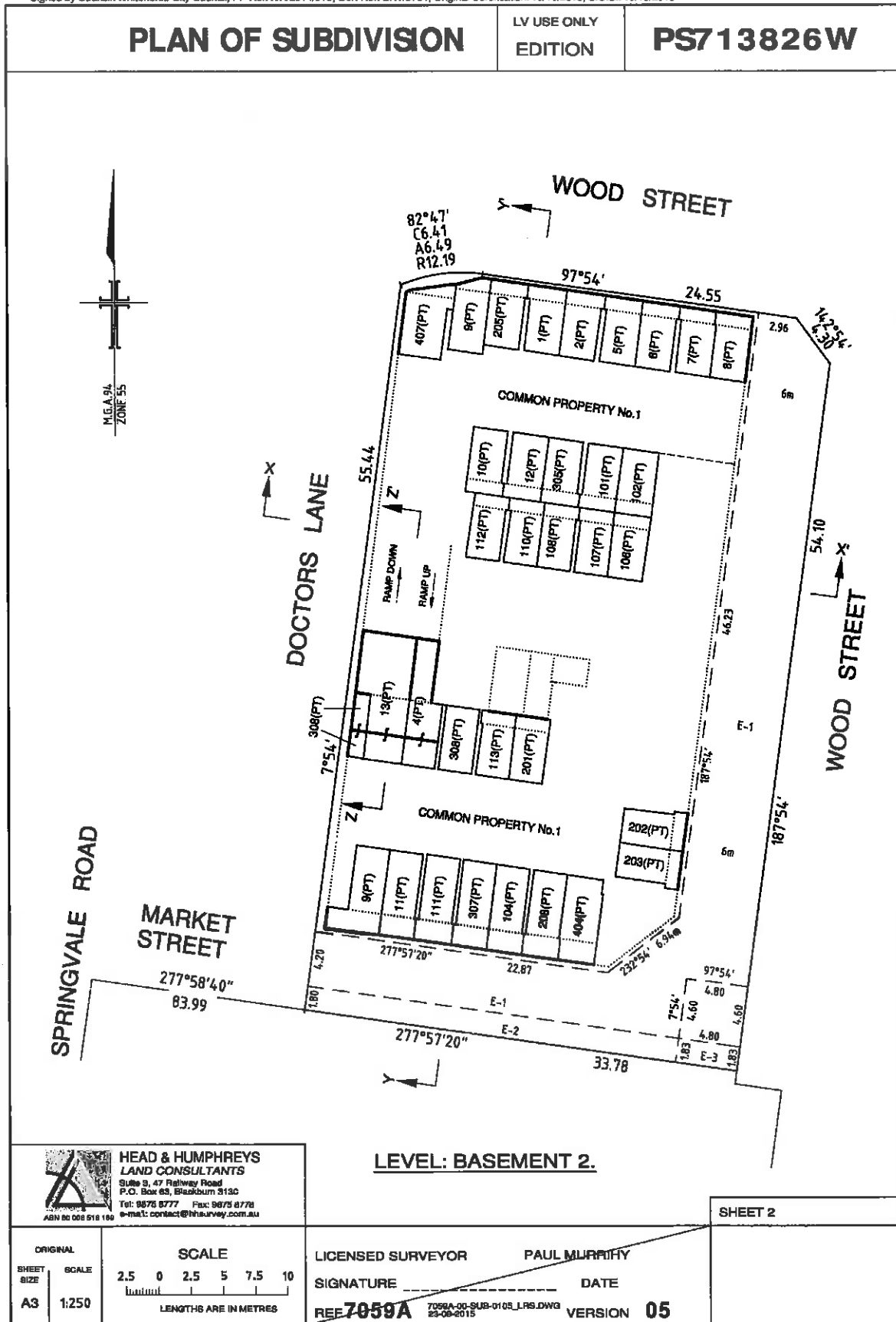
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PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PS713826W
Location of Land Parish: NUNAWADING Township: Section: Crown Allotment: 117A (PART) Title References: Vol. 10401 Fol. 885 Vol. 8582 Fol. 782 Last Plan Reference: LOTS 1 & 2 ON TP208924B LOT 4 ON LP43322 Postal Address: 23, MARKET STREET NUNAWADING 3131 MGA94 Co-ordinates: E 339 530 (Of approx. centre of plan) N 5 812 400 Zone 55		Council Certification and Endorsement Council Name: Whitehorse City Council Ref: 1. This plan is certified under Section 5 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 / / 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	Notations	
NIL	NIL	Survey:- This plan is based on survey. This survey has been connected to permanent mark no(s). NUNAWADING PM025 In proclaimed Survey Area No. -- THIS IS A SPEAR PLAN. Staging This is not a staged subdivision. Planning Permit No. --	
Notations			
Depth Limitation: Does not apply <u>Additional Purpose of this Plan:</u> Easement shown blue affecting C/T Vol.8582 Fol.782 created in LP43322 and easement E-1 affecting C/T Vol.10401 Fol.885 are to be varied to the position shown by easement E-1 & E-2 on this plan, in accordance with Planning Permit No. WH/2011/782 issued by the City of Whitehorse.			
Boundary Definitions:			
Boundaries shown by thick continuous lines are defined by buildings.			
Location of boundaries defined by buildings. Interior Face: all boundaries.			
Where lot boundaries that have been defined by dimensions intersect a boundary defined by a building, the distance shown is to that part of the building structure defined by that building boundary linetype.			
Common Property No.1 is all the land in this plan except lots 1 to 13 (inclusive), lots 101 to 113 (inclusive), lots 201 to 213 (inclusive), lots 301 to 313 and lots 401 to 407 (inclusive) and it includes the structure of those walls, concrete floor slabs and underside of concrete floor slabs which define the interior face boundaries, unless shown otherwise.			
All columns, pillars, internal service ducts, pipe shafts, cable ducts, service installations etc. are deemed to be part of Common Property No. 1 unless shown otherwise.			
The position of the said columns, pillars, internal service ducts, pipe shafts, cable ducts, service installations are not necessarily shown on this plan.			
Lots 14 to 100 (inclusive), 114 to 200 (inclusive), 214 to 300 (inclusive), 314 to 400 (inclusive) have been omitted from this plan.			
Lots in this Plan may be affected by one or more Owners Corporations. See Owners Corporation search report for details.			
Easement Information			
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Pursuant to Section 12(2) of the Subdivision Act 1988 the land in this plan is affected by implied easements set apart on this plan.			
Easement Reference	Purpose	Width (Metres)	Land Benefited/In Favour of
E-1, E-2	DRAINAGE DRAINAGE & FLOODWAY ANY EASEMENTS	SEE DIAG. SEE DIAG. SEE DIAG.	LOTS ON LP43322 WHITEHORSE CITY COUNCIL UNSPECIFIED
E-2, E-3	SEWERAGE SEWERAGE	SEE DIAG. SEE DIAG.	LOTS ON LP43322 YARRA VALLEY WATER CORPORATION (s.136 WATER ACT 1989)
HEAD & HUMPHREYS LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3130 Tel: 9875 8777 Fax: 9875 8778 e-mail: contact@hhsurvey.com.au		LICENSED SURVEYOR PAUL MURRIHY SIGNATURE <u>_____</u> DATE _____ REF 7059A 7059A-00-SUB-0106_LRS.DWG VERSION 05 23-06-2015	
		SHEET 1 OF 15 SHEETS ORIGINAL SHEET SIZE A3 PLAN REGISTERED TIME: 12:39 DATE: 18 / 11 / 2015 S. Bobko Assistant Registrar of Titles	

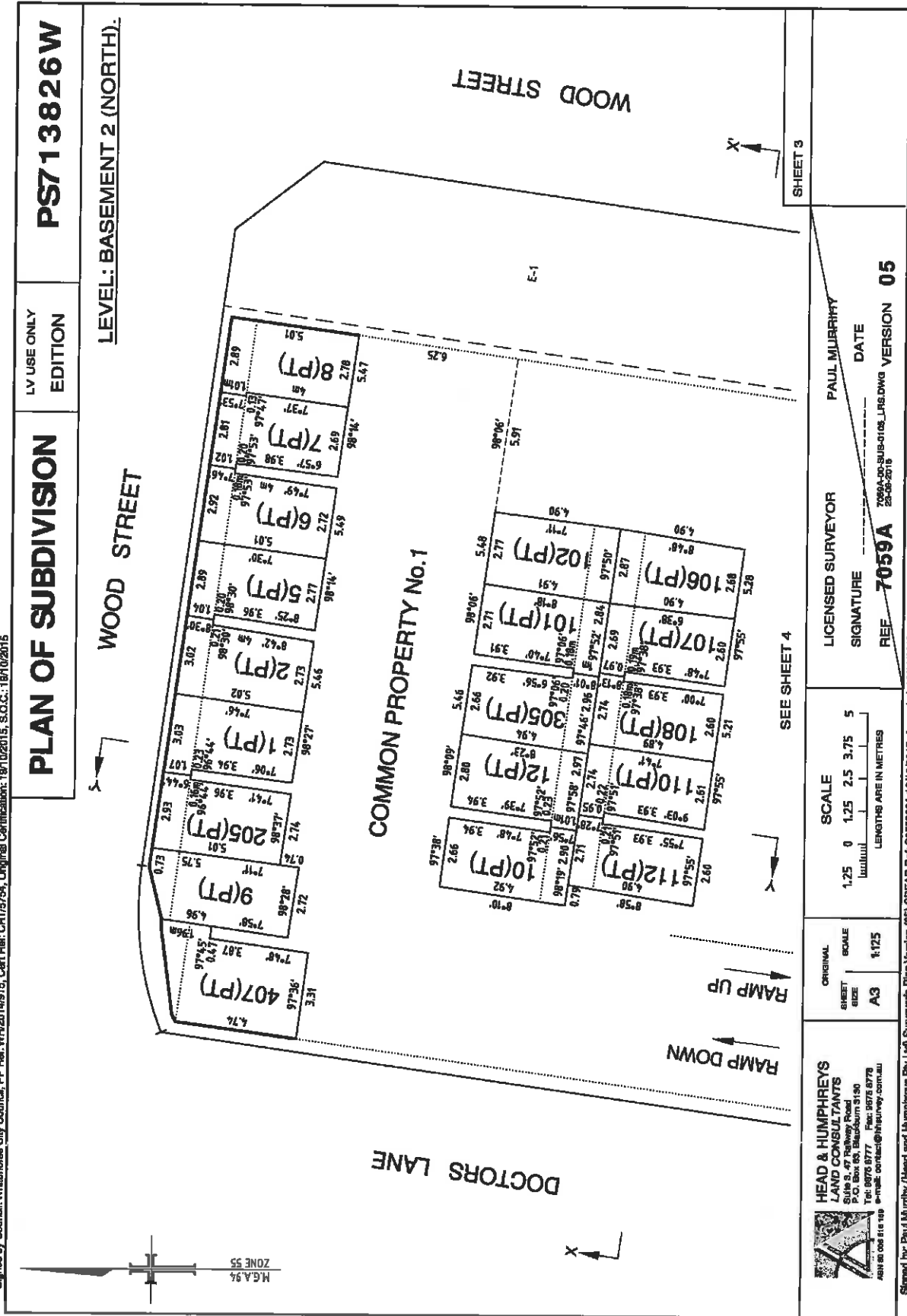
Signed by: Paul Murrthy (Head and Humphreys Pty Ltd) Surveyor's Plan Version (05) SPEAR Ref: S055906A 12/10/2015. Amended: 18/11/2015

Signed by Council: Whitehorse City Council, PP Ref: WH/2014/915, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015



Signed by: Paul Murrithy (Head and Humphreys Pty Ltd) Surveyor's Plan Version (05) SPEAR Ref: S055988A 12/10/2015, Amended: 18/11/2015.

Signed by Council: Whitehorse City Council, PP Ref: WH2014/015, Cert Ref: CRT/5754, Original Certification: 18/10/2015, S.O.C.: 18/10/2015



PLAN OF SUBDIVISION

LV USE ONLY
EDITION

PS713826W

LEVEL: BASEMENT 2 (NORTH).

WOOD STREET

COMMON PROPERTY No.1

DOCTORS LANE

WOOD STREET

SEE SHEET 4

SHEET 3



HEAD & HUMPHREYS
LAND CONSULTANTS
Suite 3, 47 Railway Road
P.O. Box 65, Blackdown 3150
Tel: 9876 8777 Fax: 9876 8778
Email: contact@hnhurvey.com.au
ABN 55 008 516 188

ORIGINAL
SHEET
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A3 1:125

SCALE
1:25 0 1.25 2.5 3.75 5
LENGTHS ARE IN METRES

LICENSED SURVEYOR
SIGNATURE
DATE

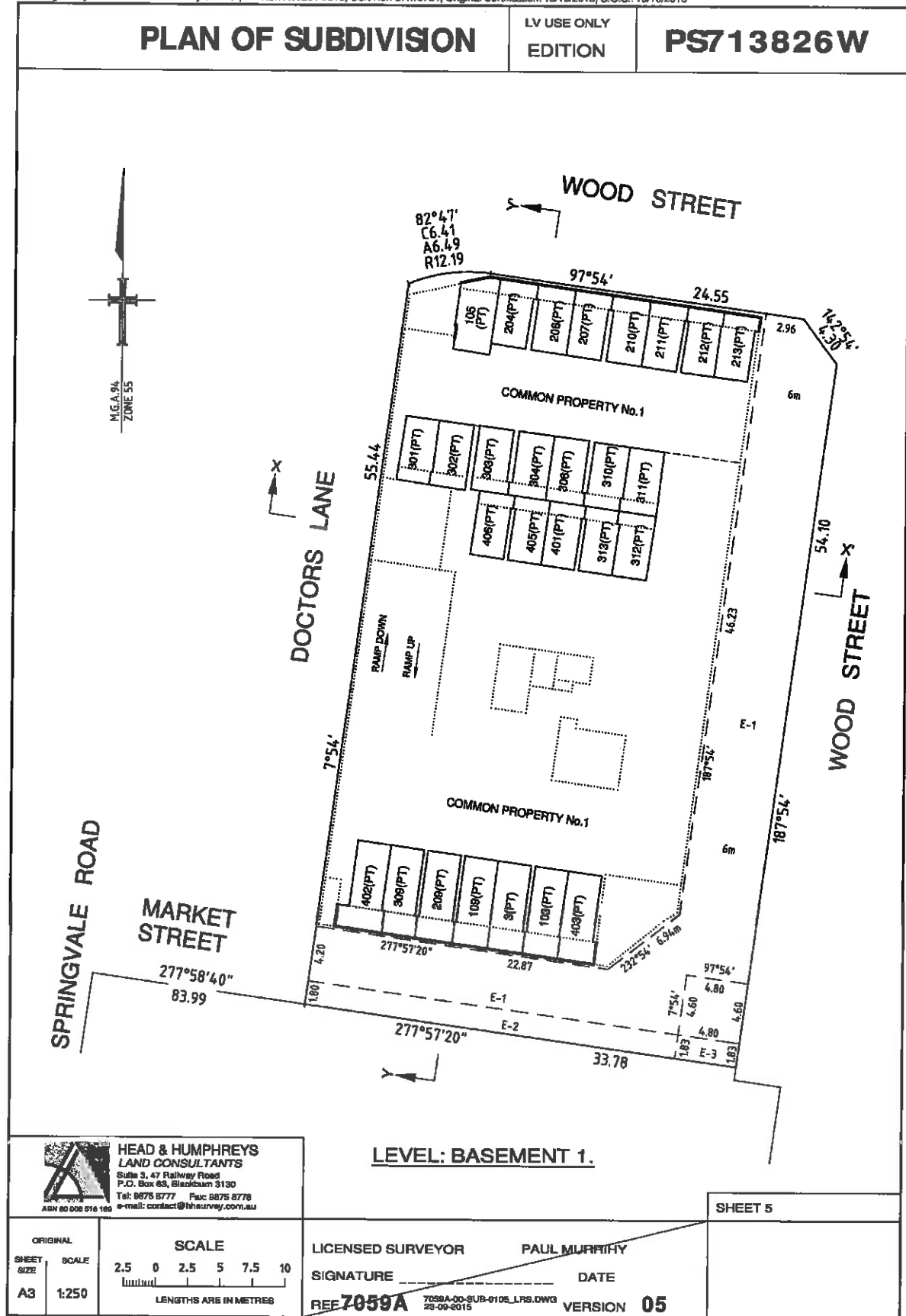
PAUL MURPHY

REF 7059A 7059A-00-SUB-0105_LRS.DWG VERSION 05

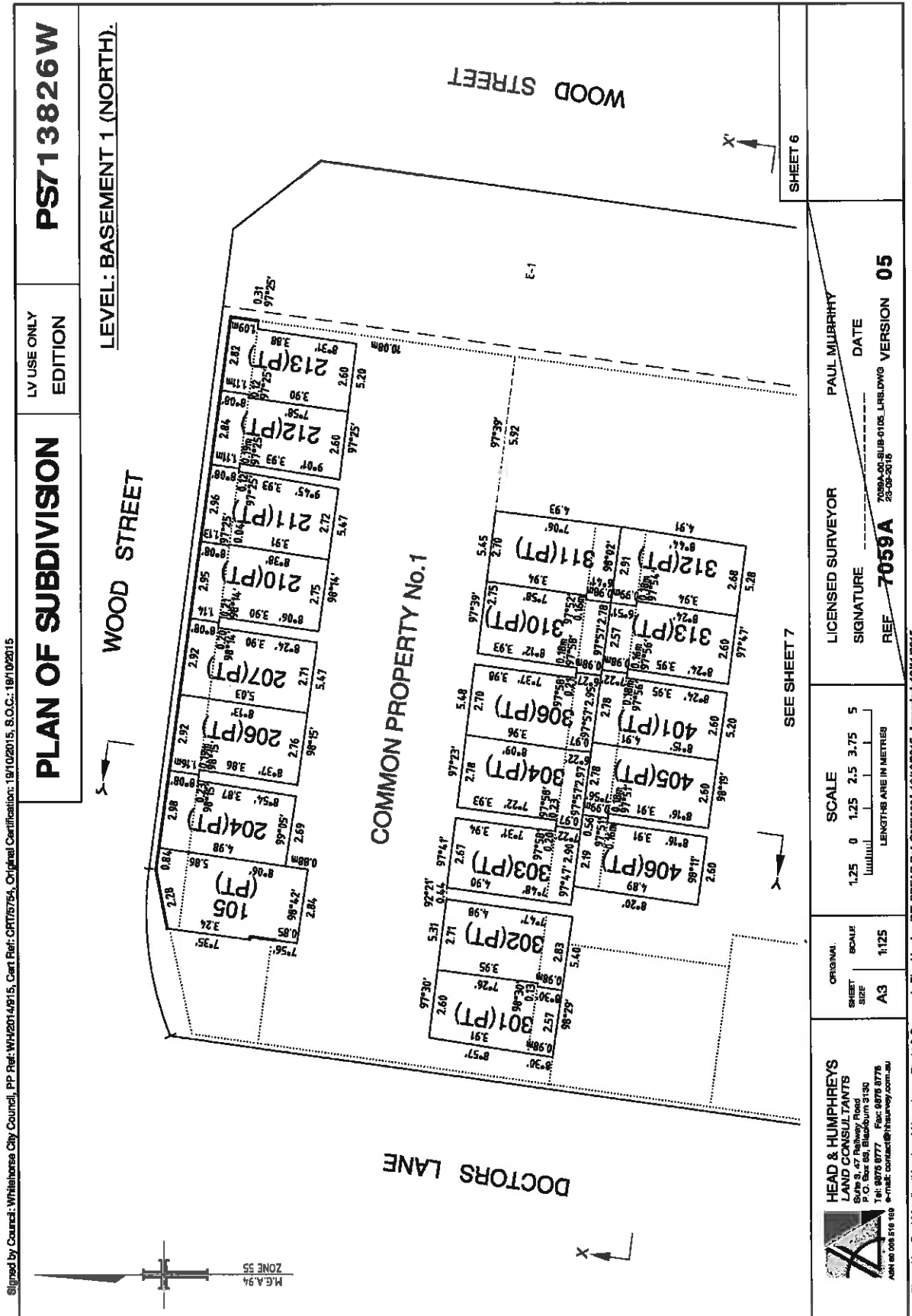
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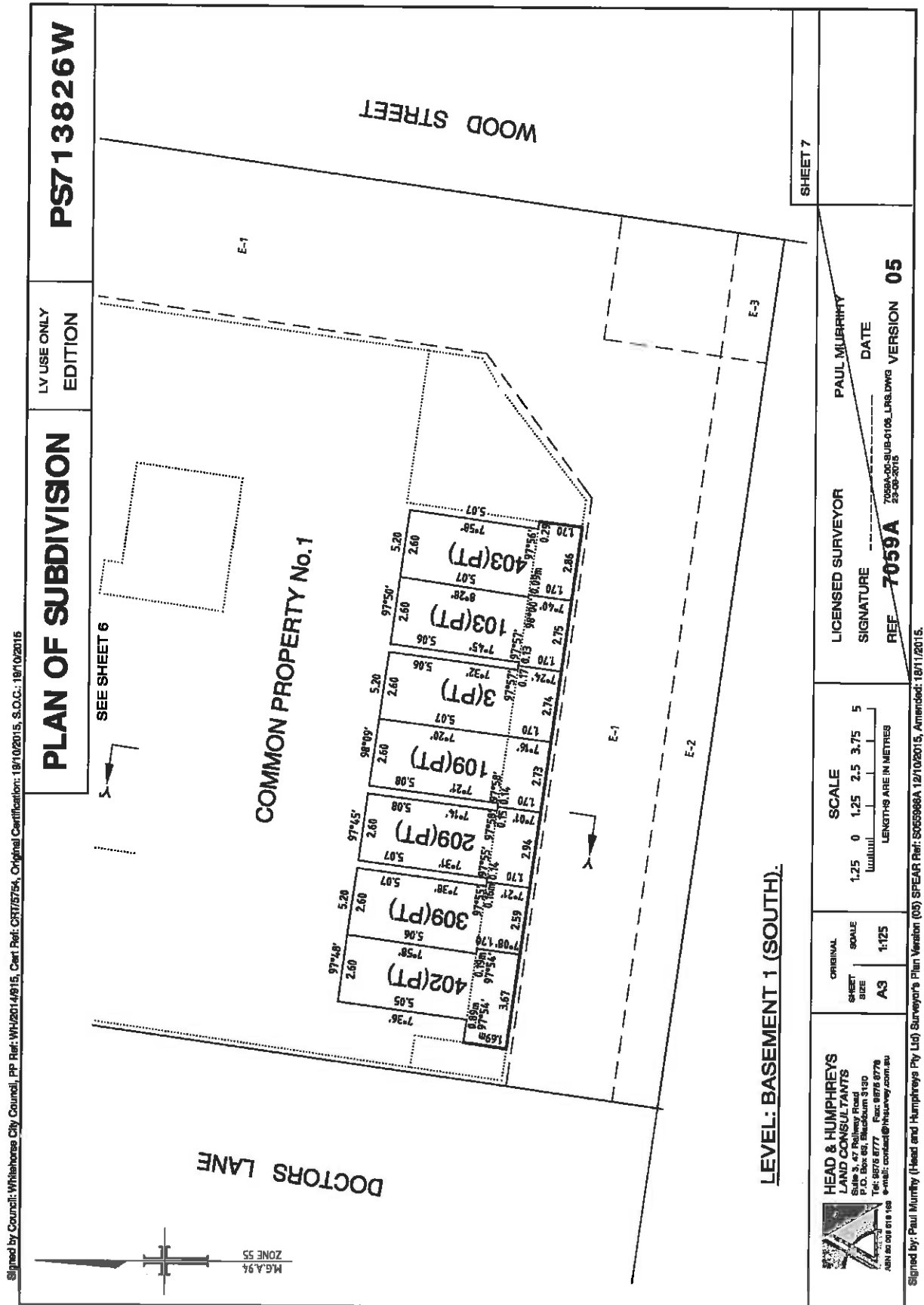


Signed by Council: Whitehorse City Council, PP Ref: WH2014/915, Cert Ref: CRT75754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015

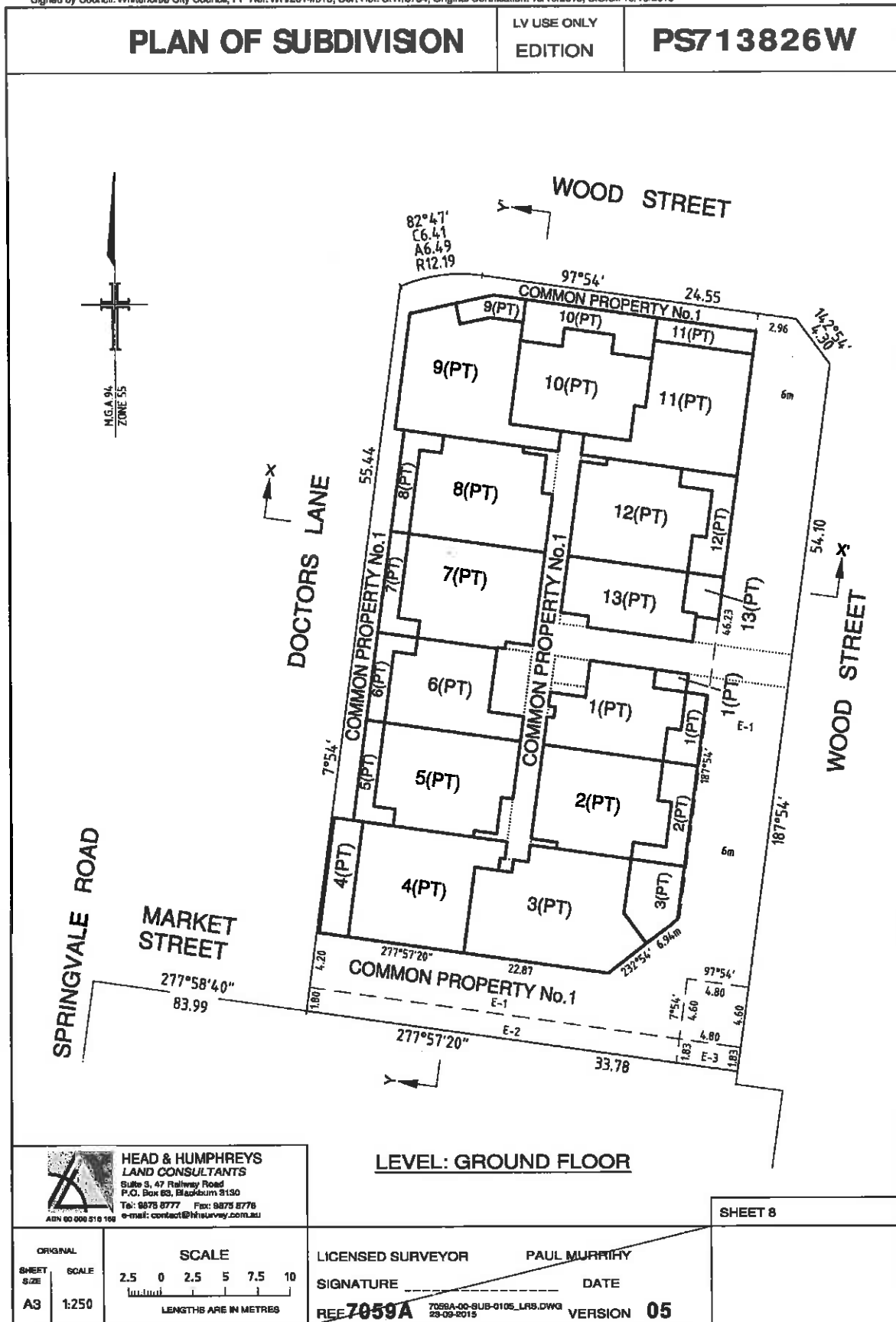


Signed by: Paul Murphy (Head and Humphreys Pty Ltd) Surveyor's Plan Version (05) SPEAR Ref: S055966A 12/10/2015, Amended: 18/11/2015.

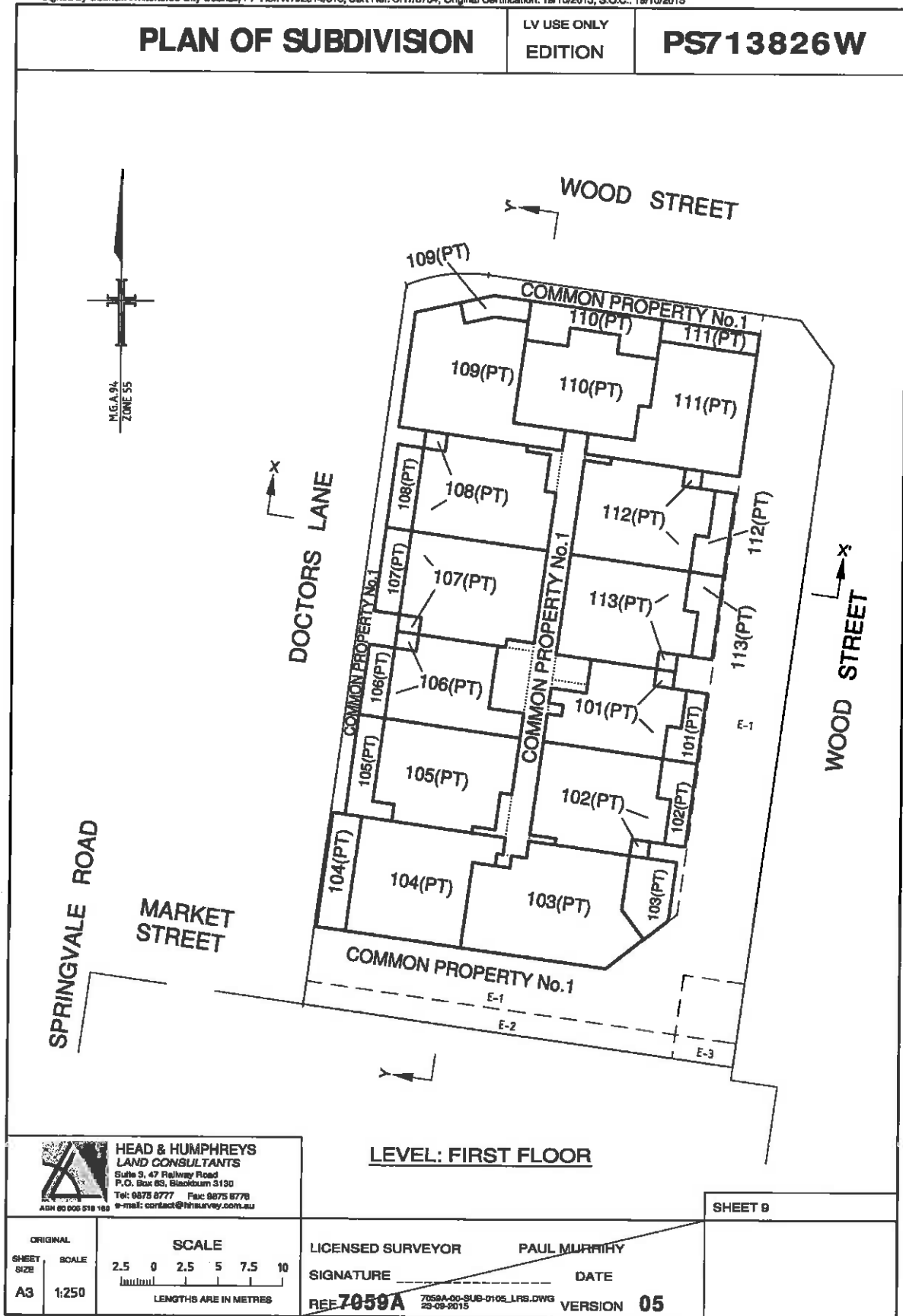




Signed by Council: Whitehorse City Council, PP Ref: WH2014/015, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015



Signed by Council: Whitehorse City Council, PP Ref: WH/2014/915, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015

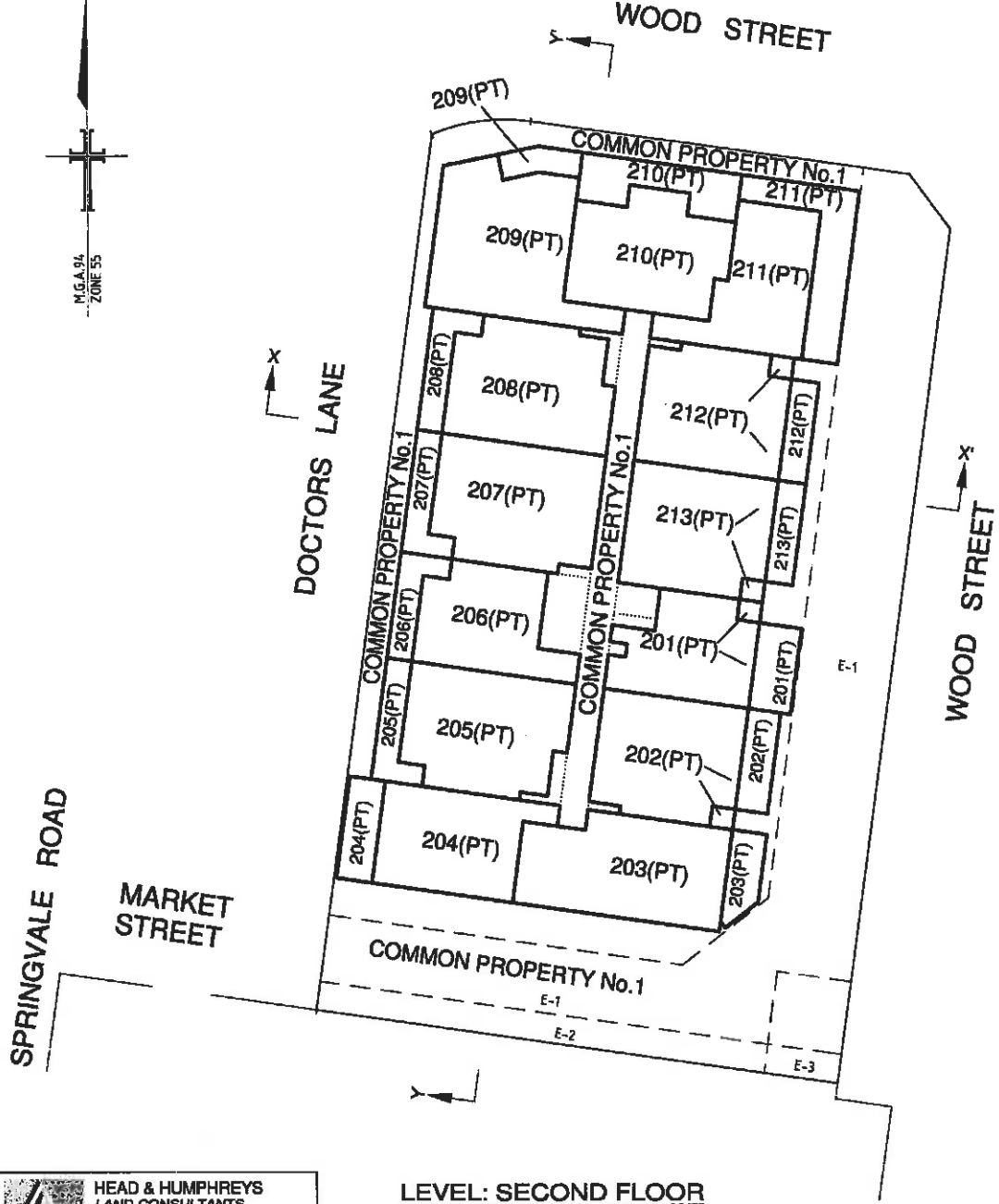


Signed by Council: Whitehorse City Council, PP Ref: WH/2014/915, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015

PLAN OF SUBDIVISION		LV USE ONLY EDITION	PS713826W
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M.G.A. 94
ZONE 55



LEVEL: SECOND FLOOR

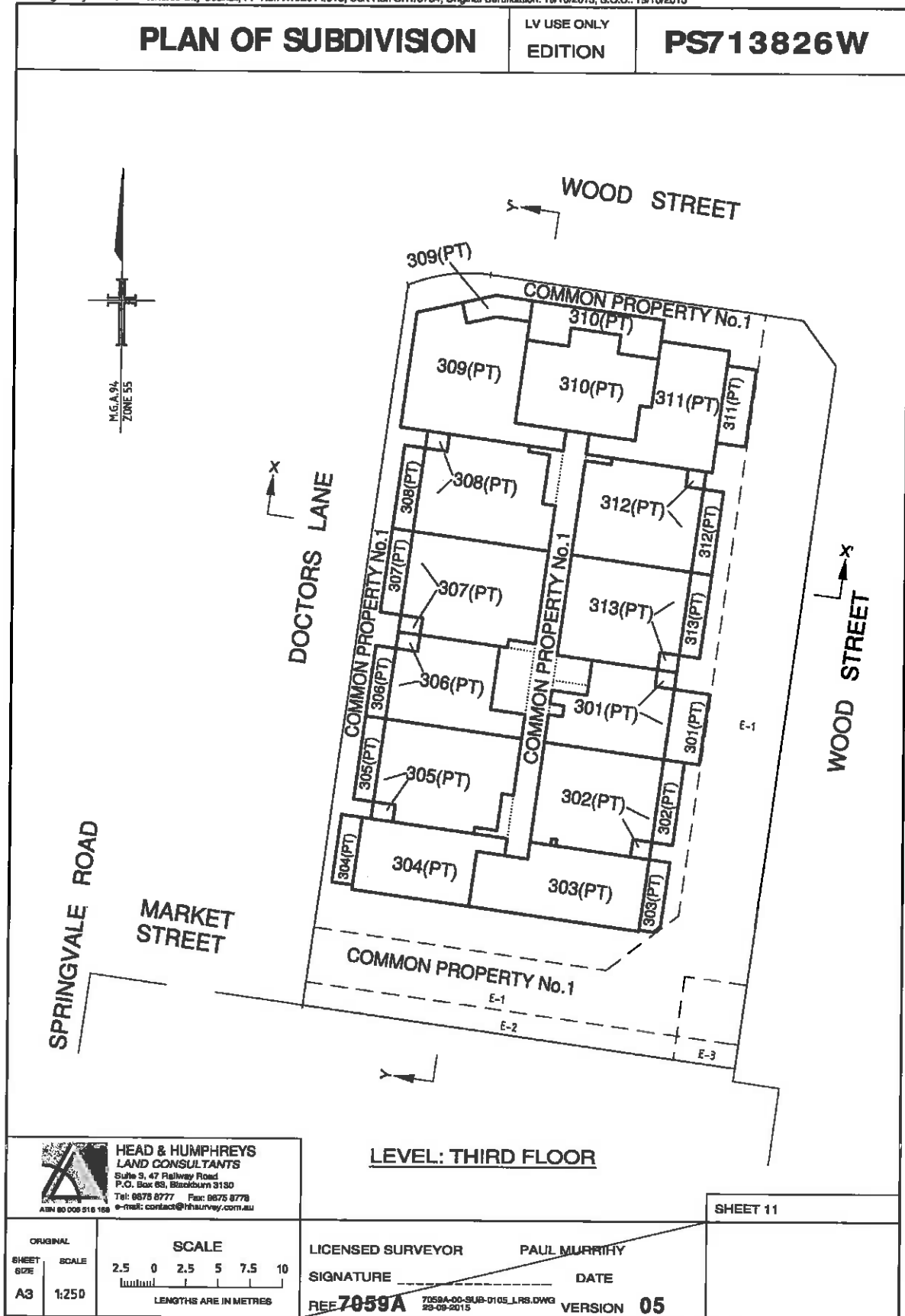
WOOD STREET

WOOD STREET

 HEAD & HUMPHREYS LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3190 Tel: 9875 6777 Fax: 9875 6778 e-mail: contact@hhl.com.au ASN 50 008 618 100		SHEET 10	
ORIGINAL SHEET SIZE A3	SCALE 1:250	LICENSED SURVEYOR SIGNATURE _____ DATE _____ PAUL MURRIHY REF 7059A 7059A-00-SUB-0105_LRS.DWG 23-09-2015 VERSION 05	

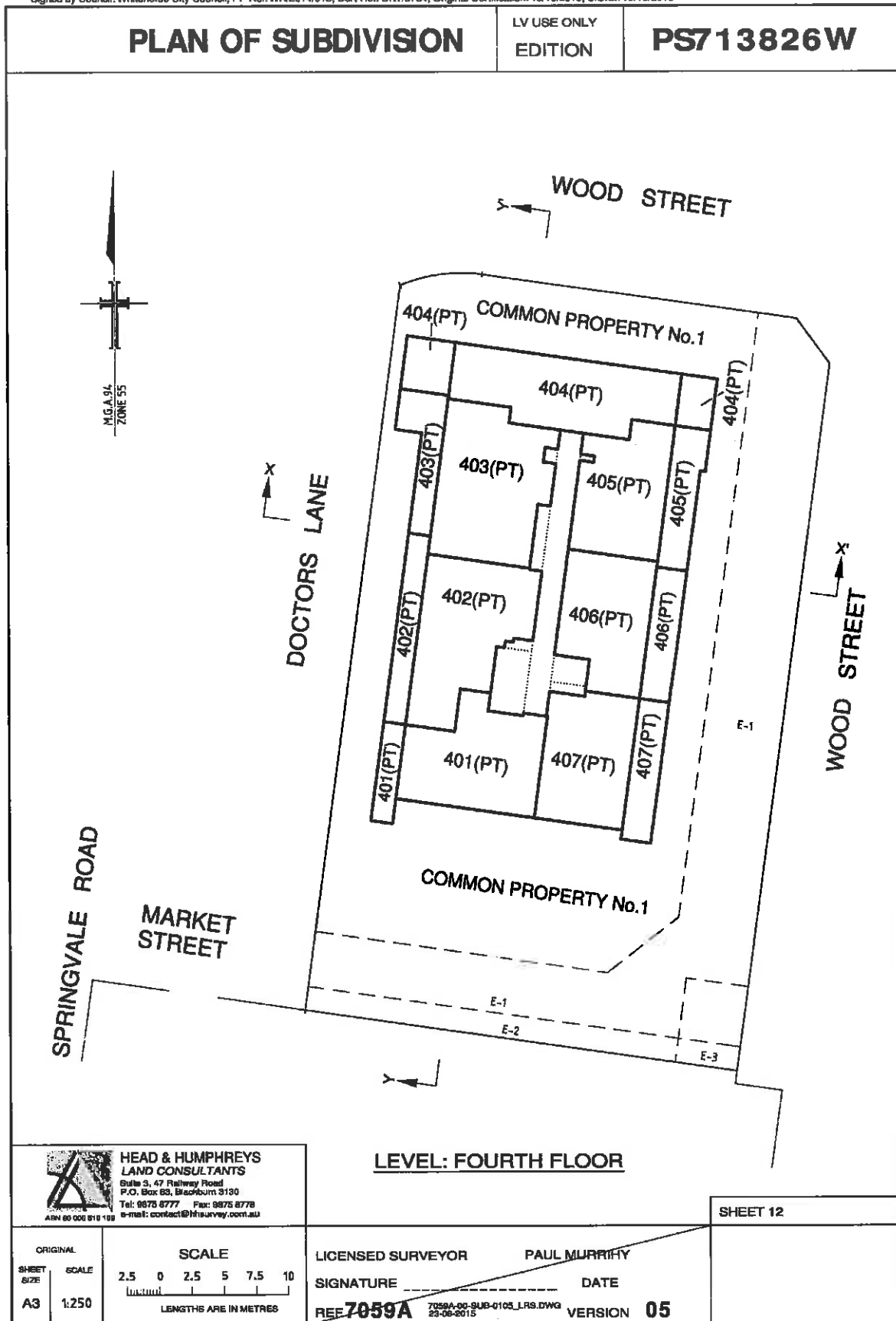
Signed by: Paul Murrihy (Head and Humphreys Pty Ltd) Surveyor's Plan Version (05) SPEAR Ref: S055998A 12/10/2015, Amended: 18/11/2015.

Signed by Council: Whitehorse City Council, PP Ref: WH/2014/815, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015



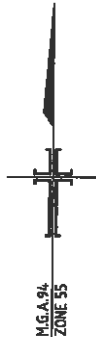
Signed by: Paul Murrihy (Head and Humphreys Pty Ltd) Surveyor's Plan Version: (05) SPEAR Ref: S055968A 12/10/2015, Amended: 18/11/2015.

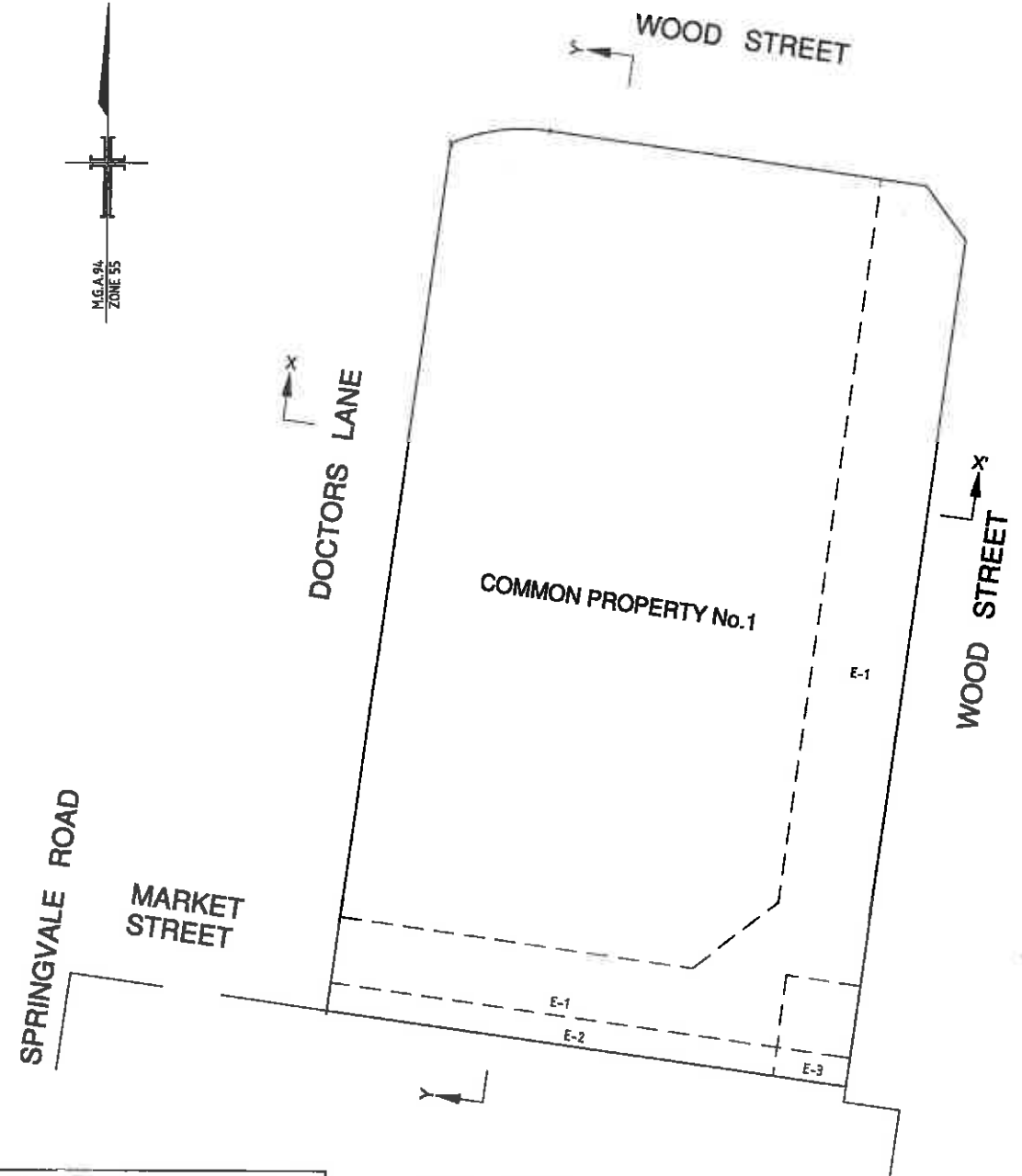
Signed by Council: Whitehorse City Council, PP Ref: WH2014/915, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015



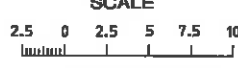
Signed by Council: Whitehorse City Council, PP Ref: WH/2014/915, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.Q.C.: 19/10/2015

PLAN OF SUBDIVISION		LV USE ONLY EDITION	PS713826W
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LEVEL: ROOF

 HEAD & HUMPHREYS LAND CONSULTANTS Suite 9, 47 Railway Road P.O. Box 65, Blackburn 3180 Tel: 9876 6777 Fax: 9876 6776 e-mail: contact@hhsurvey.com.au		SHEET 13		
ORIGINAL SHEET SIZE A3	SCALE 1:250  LENGTHS ARE IN METRES	<table style="width: 100%;"> <tr> <td style="width: 50%;"> LICENSED SURVEYOR PAUL MURPHY SIGNATURE _____ REF 7059A </td> <td style="width: 50%;"> DATE _____ VERSION 05 </td> </tr> </table>	LICENSED SURVEYOR PAUL MURPHY SIGNATURE _____ REF 7059A	DATE _____ VERSION 05
LICENSED SURVEYOR PAUL MURPHY SIGNATURE _____ REF 7059A	DATE _____ VERSION 05			

Signed by: Paul Murphy (Head and Humphreys Pty Ltd) Surveyor's Plan Version (05) SPEAR Ref: S055986A 12/10/2015, Amended: 18/11/2015.

Signed by Council: Whitehorse City Council, PP Ref: WH/2014/915, Cert Ref: CRT/5754, Original Certification: 19/10/2015, S.O.C.: 19/10/2015

PLAN OF SUBDIVISION		LV USE ONLY EDITION	PS713826W
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ROOF

LEVEL 4

LEVEL 3

LEVEL 2

LEVEL 1

GROUND LEVEL

BASEMENT 1

BASEMENT 2

TITLE BOUNDARY

DOCTORS LANE

COMMON PROPERTY No.1

WOOD STREET

TITLE BOUNDARY

COMMON PROPERTY No.1

SECTION X-X':

E-1

E-1

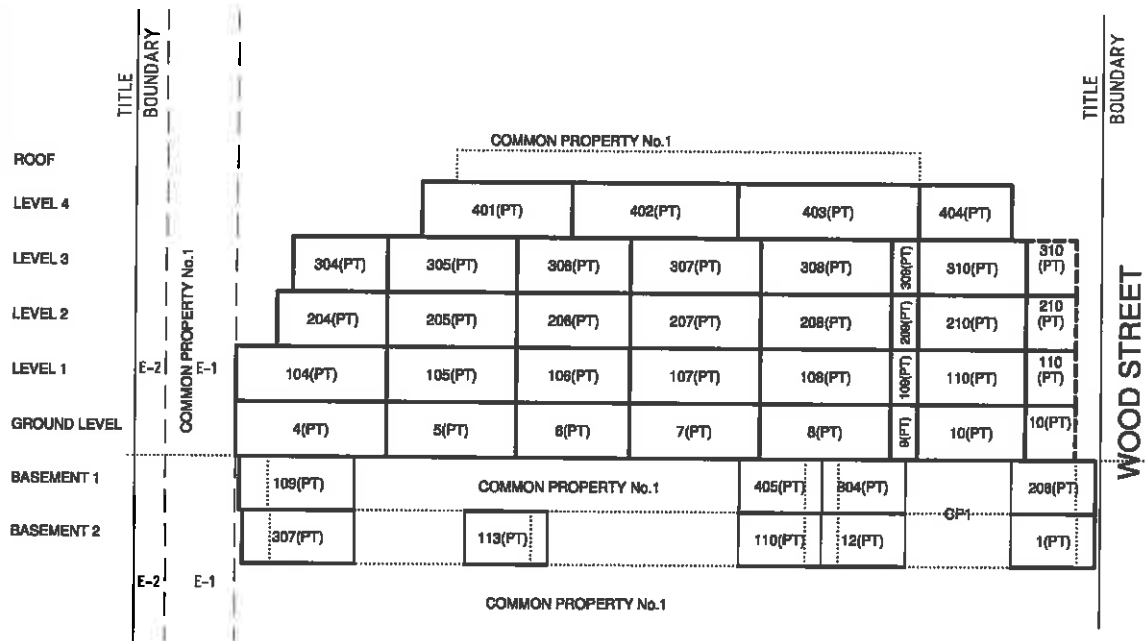
ALL HORIZONTAL PROJECTIONS ARE
A PROJECTION OF THE UNDERSIDE
OF THE CONCRETE SLAB.

HEAD & HUMPHREYS LAND CONSULTANTS Suite 2, 47 Railway Road P.O. Box 53, Blackburn 3130 Tel: 9875 6777 Fax: 9875 6778 e-mail: contact@hhsurvey.com.au		SHEET 14	
ORIGINAL SHEET SIZE A3	SCALE 1:250	LICENSED SURVEYOR PAUL MURPHY SIGNATURE _____ DATE _____ REF 7059A 7059A-00-SUB-0105_LRS DWG 23-09-2015 VERSION 05	

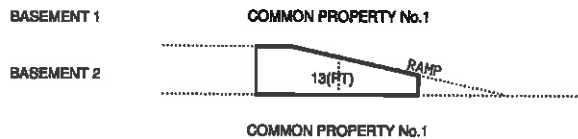
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PLAN OF SUBDIVISION	LV USE ONLY EDITION	PS713826W
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SECTION Y-Y':



SECTION Z-Z':

TYPICAL SECTION FOR LOTS 308, 13 & 4 ON LEVEL BASEMENT 2

ALL HORIZONTAL PROJECTIONS ARE
A PROJECTION OF THE UNDERSIDE
OF THE CONCRETE SLAB.

 HEAD & HUMPHREYS LAND CONSULTANTS Suite 3, 42 Railway Road P.O. Box 66, Blackburn 3190 Tel: 9876 5777 Fax: 9876 5778 e-mail: contact@hhsurvey.com.au ASN 80 008 518 188	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">ORIGINAL SHEET SIZE A3</td> <td style="text-align: center;">SCALE 1:250</td> </tr> </table> SCALE LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SCALE 1:250
ORIGINAL SHEET SIZE A3	SCALE 1:250		
LICENSED SURVEYOR PAUL MURRIHY SIGNATURE _____ DATE _____ REF 7059A 7059A-00-SUB-0105_LRS.DWG 23-08-2018 VERSION 05			

SHEET 15



Plan of Subdivision PS713826W
Concurrent Certification and Statement of Compliance
(Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S055966A
Plan Number: PS713826W
Responsible Authority Name: Whitehorse City Council
Responsible Authority Permit Ref. No.: WH/2014/915
Responsible Authority Certification Ref. No.: CRT/5754
Surveyor's Plan Version: 05

Certification

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

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

☒ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Aileen Lam
Organisation: Whitehorse City Council
Date: 19/10/2015

Signed by: Aileen Lam (Whitehorse City Council) 19/10/2015



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 10/12/2019 10:58:05 AM

OWNERS CORPORATION 1
PLAN NO. PS713826W

The land in PS713826W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 13, 101 - 113, 201 - 213, 301 - 313, 401 - 407.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

35 QUEENS PARADE CLIFTON HILL VIC 3068

AN560112D 15/02/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC028237L 18/11/2015

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	13	13
Lot 2	17	17
Lot 3	20	20
Lot 4	18	18
Lot 5	18	18



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/12/2019 10:58:05 AM

OWNERS CORPORATION 1
PLAN NO. PS713826W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	13	13
Lot 7	18	18
Lot 8	18	18
Lot 9	19	19
Lot 10	18	18
Lot 11	18	18
Lot 12	17	17
Lot 13	13	13
Lot 101	13	13
Lot 102	17	17
Lot 103	20	20
Lot 104	18	18
Lot 105	18	18
Lot 106	13	13
Lot 107	18	18
Lot 108	18	18
Lot 109	19	19
Lot 110	18	18
Lot 111	18	18
Lot 112	17	17
Lot 113	18	18
Lot 201	13	13
Lot 202	17	17
Lot 203	18	18
Lot 204	13	13
Lot 205	18	18
Lot 206	13	13
Lot 207	18	18
Lot 208	18	18



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/12/2019 10:58:05 AM

OWNERS CORPORATION 1
PLAN NO. PS713826W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 209	19	19
Lot 210	18	18
Lot 211	14	14
Lot 212	17	17
Lot 213	17	17
Lot 301	13	13
Lot 302	17	17
Lot 303	17	17
Lot 304	13	13
Lot 305	18	18
Lot 306	13	13
Lot 307	18	18
Lot 308	18	18
Lot 309	19	19
Lot 310	18	18
Lot 311	14	14
Lot 312	16	16
Lot 313	17	17
Lot 401	18	18
Lot 402	19	19
Lot 403	21	21
Lot 404	19	19
Lot 405	18	18
Lot 406	18	18
Lot 407	18	18
Total	1000.00	1000.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/12/2019 10:58:05 AM

OWNERS CORPORATION 1 PLAN NO. PS713826W
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Statement End.

OC No 713826

**12 Wood Street NUNAWADING VIC 3131
Lot 2 (Unit GO 2)**

OWNERS CORPORATION CERTIFICATE

ISSUED: 13 December 2019

**If you wish to make payment of the settlement amount via EFT please utilise the BPAY
details located on the attached Contribution Notice.**

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 713826
Registered Address: 12 Wood Street NUNAWADING VIC 3131
Lot Address: As above

Vendor Name: Trump Investments Pty Ltd
Reference: 1725/19

Purchaser Name:
Contact Details:

This certificate is issued for Lot 2 / Unit GO 2 on Plan No. 713826

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 13 December 2019. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$3384.82 per annum for the year commencing 01 October 2019 paid Bi-Annual. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 October 2019	\$1,692.41
01 April 2020	\$1,692.41

NOTE: The contribution amounts shown may vary slightly due to rounding.

2. The fees are paid up until 31 October 2019. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$0.00. The total of any Unpaid Special Levy fees is \$0.00.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:
Nil

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:

Building Order

A copy of a building Notice received from the City of Whitehorse is attached.

Special levies may be required to raise funds to satisfy some of the items contained in the notice. The Owners Corporation will advise the manager when any scope of works is determined.

Building Notice – Cladding

A copy of a building Notice received from the City of Whitehorse is attached.

Special levies may be required to raise funds to satisfy some of the items contained in the notice. The Owners Corporation will advise the manager when any scope of works is determined.

Cladding Report

A copy of a Cladding Report is attached. A copy of the report has been provided to the Victorian Building Authority and Whitehorse Council.

The Owners Corporation will advise the manager when any scope of works is determined.

7. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Last Valuation Date:	22 March 2018
Amount At Last Valuation Date:	\$26,420,000.00
Next Insurance Valuation Due Date:	22 March 2021
Insurance Underwriter:	Strata Insurance - CHU
Policy Number:	HU0016926
Sum Insured:	\$26,420,000.00
Premium:	\$25,909.15
Policy Renewal Date:	31 December 2019

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: Residential Strata Insurance
Insured: OC No. 713826
Situation: 12 WOOD STREET, NUNAWADING, VIC 3131
Covering:

Cover Selected	Sum Insured
POLICY 1	
INSURED PROPERTY (Building)	26,420,000
Loss of Rent/Temp Accommodation (15%)	3,963,000
INSURED PROPERTY (Common Area Contents) FLOOD	264,200
Excess 5 Any event of any kind. \$500	Selected
Excess Flood excess \$500	
POLICY 2	
PUBLIC OR LEGAL LIABILITY	20,000,000
POLICY 3	
VOLUNTARY WORKERS	200,000/2,000
POLICY 4	
WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY)	Not selected
POLICY 5	
FIDELITY GUARANTEE	100,000
POLICY 6	
OFFICE BEARER'S LEGAL LIABILITY	1,000,000
POLICY 7	
MACHINERY BREAKDOWN Loss	100,000
of Rent/Temp Accommodation (20%)	20,000
Excess Any event of any kind \$500	
POLICY 8	
CATASTROPHE INSURANCE (Insured Property)	Not selected
Extended cover – Rent/Temp Accommodation	Not selected
Escalation in Cost of Temp Accommodation	Not selected
Cost of Storage and Evacuation	Not selected
POLICY 9	
Government Audit Costs	25,000
Appeal expenses - common property health & safety breaches	100,000
Legal Defence Expenses	50,000
POLICY 10	
LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

EXCESSES	As per policy wording
Special Conditions/ Endorsements	Nil
Insurer:	Strata Insurance - CHU CHU Strata Insurance Level 4/628 Bourke Street MELBOURNE VIC 3000
Support Insurer:	QBE Insurance (Australia) Limited 82 Pitt Street SYDNEY NSW 2000 AFSL LICENCE No: 239545
Proportion:	100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Financial Services Ombudsman (FOS). FOS administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:

Nil

9. The total funds held by the Owners Corporation as at 13 December 2019 are:

Admin Fund: \$81,060.06

Sinking Fund: \$0.00

Total Fund Held: \$81060.06

10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.

11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Nil

12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

Nil

13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:

Nil

14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

Nil

15. The Owners Corporation has resolved to appoint a manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other Information:

1. This Certificate is valid for sixty (60) days from the date of this Certificate.

2. Foxtel to connect cabling to Loungeroom only. New connections ph 131787 transfers ph 13199;

Electricity Win Energy 1300 791 970 ;

Gas Win Energy Occupiers Billed Directly; Property also known as Parkwood

Apartments; No External Privacy Screens permitted on balconies.

Non Compliant Cladding has been identified.

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

18. The following documents are attached:

1. OC Certificate Pack Front Cover

2. Minutes Of Most Recent Meeting

3. Model Rules

4. Statement of Advice and Information

Signed on behalf of the Owners Corporation 713826 by



Kelly Mitchell

Body Corporate Strata Group

PO Box 7078 Hawthorn Vic 3122



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

Minutes of the Annual General Meeting

Owners Corporation	713826
Property Address	12 Wood Street NUNAWADING VIC 3131
Meeting Date	Wednesday, 4 December 2019
Meeting Location	Nunawading Community Centre, Rear 16-20 Silver Road Nunawading
Meeting Commenced	5:09 PM
Rep by	Andrew Stark
Members Present	Ronald Peter Batagol (5), Mr Gregory Noel Williams (101), Ms. Marjorie Dalusong and Mr. Alan Cole (109), Ms Anthea Louise Bilke (206), Ms Malgorzata & Miss Katarzyna Gazecki (301), Ms Wenli Ye (303), Ms Jennifer Kate Dewing (307), Miss Barbara Repcen (310)
Proxies	23 Market Street Developments Pty Ltd (4) - represented by Mr Peter Exton, PW Exton Investments P/L as t'ee for Exton Super Fund (8) - represented by Mr Peter Exton, 23 Market Street Developments Pty Ltd (9) - represented by Mr Peter Exton, JR & TT Investments Pty Ltd (103) - represented by Mr John Gill, PW Exton Investments P/L as t'ee for Exton Super Fund (105) - represented by Mr Peter Exton, Ms Svitlana Prypoten (106) - represented by Andrew Stark, 23 Market Street Developments Pty Ltd (107) - represented by Mr Peter Exton, PW Exton Investments P/L as t'ee for Exton Super Fund (108) - represented by Mr Peter Exton, 23 Market Street Developments Pty Ltd (205) - represented by Mr Peter Exton, 23 Market Street Developments Pty Ltd (207) - represented by Mr Peter Exton, 23 Market Street Developments Pty Ltd (407) - represented by Mr Peter Exton
Apologies	Nil
Non Attendance	Mr Jack Matthew Didier (1), Trump Investments Pty Ltd (2), Mr Malcolm Roy & Mrs Sophie D'Souza (3), Mr. Tyson Dawidowski & Ms. Eyvette Fontana (6), Sheok Khoon Susan Ng (7), Mr. Andrew Jonson (10), Mr Kevin John Anderson (12), Mr. Arthur Green (13), Mr Peng Hoi Toh & Ms Siew Choo Loo (102), Ms Tiong Hong Lim (104), Trump Investments Pty Ltd (110), Trump Investments Pty Ltd (111), Mr Benjamin Lenard McCarthy (112), Simpson Kam-Sing Luk & Martha Yeuk-Chi Cheng (113), Mr Phillip Alan Boulton (201), Mr. Ka Po Wo (202), Katerina Linda Sinclair (203), Mr Constantine John Patti (204), Huiyuan Huang & Chun Chun Li (208), Yiwon Zhu (209), Mr Wai Him Kuok & Ms Aiwen Chen (210), Mr Michael James Clift (211), Ms. Wai Yiu (212), Mr Phillip Alan Boulton (213), Mr. Samuel Jonathon Cass (302)
Non Financial Attendee	Mr Graham & Mrs Christine Gail Jenkin (11)
Notes - Kelly Mitchell representing Body Corporate Strata Group - The Manager advised that Lot 11, represented by Mr Graham Jenkin being in arrears to the Owners Corporation as of the date of the meeting, is abstained from voting on any matters requiring an ordinary resolution in accordance with section 94 of the Owners Corporation Act 2006. Further due to being a non-financial member of the Owners Corporation, Mr Jenkin is excluded from election to the Committee.	

1. Election Of A Chairperson For The Meeting

Andrew Stark is elected Chairperson for the Annual General Meeting.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

Notes: Lot 11 being in arrears to the Owners Corporation as of the date of the meeting, is abstained from voting on any matters requiring an ordinary resolution in accordance with section 94 of the Owners Corporation Act 2006.

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 20

Total Units: 59

Attendance Percentage: 33.9 %

Attendance by UOL

Total Eligible Attendee UOL: 343

Total UOL: 1000

Attendance Percentage: 34.3%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 13-Nov-2018

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

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

5. Committee Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Committee Report as presented.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

6. Financial Reports

Year ending: 30-Sep-2019

Bank balance (Administration): \$55,785.89

Bank balance (Sinking/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

P:3

7. Building Insurance

General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at www.bodycorporatestrata.com.au. The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

Insurance Broker Name:	Strata Insurance
Last Valuation Date:	22-Mar-2018
Last Valuation Amount:	\$26,420,000.00
Next Insurance Valuation Due Date:	22-Mar-2021
Insurer:	Strata Insurance - CHU
Policy Number:	HU0016926
Sum Insured:	\$26,420,000.00
Premium:	\$25,909.15
Insurance Policy Expiry Date:	31-Dec-2019

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

The Members of the Owners Corporation resolved by ordinary resolution to accept the current building insured amount, inclusive of office bearers liability insurance, upon renewal.

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

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

No resolution required for this agenda item.

9. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200,000 in annual fees in a financial year. This fee total includes fees collected from separate owners corporations for storage lots, car parking lots and accessory lots and for general administration and maintenance and

contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

P:4

The Members of the Owners Corporation resolved by ordinary resolution not to prepare a maintenance plan as the owners corporation is not a prescribed owners corporation.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

11. OHS Requirements

Last OHS Report Date: N/A

Last OHS Report is more than 3 years: Yes

It was noted that an OH&S inspection has been undertaken within the past 3 years.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

12. Essential Safety Measures

Last ESM Report Date: 26-04-2018

It was noted that an Annual Essential Safety Measures Report will be undertaken and provided as part of the regular ESM maintenance program. The Members of the Owners Corporation resolved by ordinary resolution that on receipt of the Essential Safety Measures Report the Manager will arrange for any rectification works of up to \$1000 to be undertaken. For rectification works of more than \$1000 the Manager will arrange quotes and seek the approval of the Committee and/or Chairperson to proceed. It was noted that a Special Levy may be required to meet the cost of these works.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

SL Code	Description	Proposed Amount
5	Caretaking	\$10,000.00
10	Common electricity	\$15,000.00
13	Common water	\$10,000.00
15	Disbursement charge	\$2,950.00
16	Essential Services - fire monitoring	\$2,200.00

GL Code	Description	Proposed Amount
17	Essential Services - repairs & maintenance	\$10,000.00
57	Essential Services - Auditing	\$13,550.00
22	Insurance	\$48,200.00
26	Legislative & Compliance fee	\$460.00
27	Maintenance	\$15,000.00
58	Mechanical Services	\$7,000.00
43	Management fees	\$16,747.00
49	Professional Services - accounting legal other	\$26,000.00
51	Schedule 2.2 charges	\$3,000.00
53	Waste & rubbish management	\$19,000.00
Sub Total		\$199,107.00

Maintenance (Sinking) Fund

GL Code	Description	Proposed Amount
Nil Maintenance (Sinking) Fund Items		
Sub Total		\$0.00
Grand Total		\$199,107.00

The Members of the Owners Corporation resolved by ordinary resolution to approve the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

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

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

15. Owners Corporation Contributions

Total UOL: 1000

Fee Frequency: Bi-Annual

Fee Year Start Date: 01-Oct-2019

Instalment Number	Date
1	01-Oct-2019
2	01-Apr-2020

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Bi-Annual)	Amended (Bi-Annual)
1	Mr Jack Matthew Didier (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
2	Trump Investments Pty Ltd (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
3	Mr Malcolm Roy & Mrs Sophie D'Souza (UOL: 20)	\$3,982.14	\$3,982.14	\$1,991.07	\$1,991.07
4	23 Market Street Developments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
5	Ronald Peter Batagof (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
6	Mr. Tyson Dawidowski & Ms. Eynette Fontana (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Bi-Annual)	Amended (Bi-Annual)
7	Sheok Khoon Susan Ng (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
8	PW Exton Investments P/L as t'fee for Exton Super Fund (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
9	23 Market Street Developments Pty Ltd (UOL: 19)	\$3,783.03	\$3,783.03	\$1,891.52	\$1,891.52
10	Mr. Andrew Jonson (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
11	Mr Graham & Mrs Christine Gail Jenkin (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
12	Mr Kevin John Anderson (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
13	Mr. Arthur Green (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
101	Mr Gregory Noel Williams (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
102	Mr Peng Hoi Toh & Ms Siew Choo Loo (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
103	JR & TT Investments Pty Ltd (UOL: 20)	\$3,982.14	\$3,982.14	\$1,991.07	\$1,991.07
104	Ms Tiong Hong Lim (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
105	PW Exton Investments P/L as t'fee for Exton Super Fund (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
106	Ms Svitlana Prypoten (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
107	23 Market Street Developments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
108	PW Exton Investments P/L as t'fee for Exton Super Fund (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
109	Ms. Marjorie Dakusong and Mr. Alan Cole (UOL: 19)	\$3,783.03	\$3,783.03	\$1,891.52	\$1,891.52
110	Trump Investments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
111	Trump Investments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
112	Mr Benjamin Lenard McCarthy (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
113	Simpson Kam-Sing Luk & Martha Yeuk-Chi Cheng (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
201	Mr Phillip Alan Boulton (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
202	Mr. Ka Po Wo (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
203	Katerina Linda Sinclair (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
204	Mr Constantine John Patti (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
205	23 Market Street Developments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
206	Ms Anthea Louise Bilke (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
207	23 Market Street Developments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
208	Huiyuan Huang & Chun Chun Li (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
209	Yiwen Zhu (UOL: 18)	\$3,783.03	\$3,783.03	\$1,891.52	\$1,891.52
210	Mr Wai Him Kuok & Ms Aiwen Chen (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
211	Mr Michael James Clift (UOL: 14)	\$2,787.50	\$2,787.50	\$1,393.75	\$1,393.75
212	Ms. Wai Yiu (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
213	Mr Phillip Alan Boulton (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
301	Ms Malgorzata & Miss Katarzyna Gazecki (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
302	Mr. Samuel Jonathon Cass (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
303	Ms Wenli Ye (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
304	Mr. Vafeas Pantelis (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
305	D.E.A.N Superannuation Fund Custodian Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
306	Aubrey Smith (UOL: 13)	\$2,588.39	\$2,588.39	\$1,294.20	\$1,294.20
307	Ms Jennifer Kate Dewing (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
308	Trump Investments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
309	Mr Ross Elliott & Mrs Su Qin Mauer (UOL: 19)	\$3,783.03	\$3,783.03	\$1,891.52	\$1,891.52
310	Miss Barbara Repcen (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
311	Mr Chi-Wai Lau (UOL: 14)	\$2,787.50	\$2,787.50	\$1,393.75	\$1,393.75

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Bi-Annual)	Amended (Bi-Annual)
312	Mr Joseph Junior Campisi (UOL: 16)	\$3,185.71	\$3,185.71	\$1,592.86	\$1,592.86
313	Ms Qing Li (UOL: 17)	\$3,384.82	\$3,384.82	\$1,692.41	\$1,692.41
401	Ms Ya Fern Lim (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
402	Mr Steven Stringer & Mrs Michelle Stringer (UOL: 19)	\$3,783.03	\$3,783.03	\$1,891.52	\$1,891.52
403	Mr Haruko & Mrs Akichi Uemura (UOL: 21)	\$4,181.25	\$4,181.25	\$2,090.62	\$2,090.62
404	Trump Investments Pty Ltd (UOL: 19)	\$3,783.03	\$3,783.03	\$1,891.52	\$1,891.52
405	Benjamin James Ziegler (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
406	Phillip Van (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
407	23 Market Street Developments Pty Ltd (UOL: 18)	\$3,583.93	\$3,583.93	\$1,791.96	\$1,791.96
Grand Total:		\$199,107.00	\$199,107.00		

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

16. Election Of The Committee

Lot	Owner Name	Committee
1	Mr Jack Matthew Didier	--
2	Trump Investments Pty Ltd	--
3	Mr Malcolm Roy & Mrs Sophie D'Souza	--
4	23 Market Street Developments Pty Ltd	--
5	Ronald Peter Batagol	--
6	Mr. Tyson Dawidowski & Ms. Eyvette Fontana	--
7	Sneek Khoon Susan Ng	--
8	PW Exton Investments P/L as t'ee for Exton Super Fund	--
9	23 Market Street Developments Pty Ltd	Committee
10	Mr. Andrew Jonson	--
11	Mr Graham & Mrs Christine Gail Jenkin	--
12	Mr Kevin John Anderson	--
13	Mr. Arthur Green	--
101	Mr Gregory Noel Williams	Chairperson
102	Mr Peng Hoi Toh & Ms Siew Choo Loo	--
103	JR & TT Investments Pty Ltd	--
104	Ms Tiong Hong Lim	--
105	PW Exton Investments P/L as t'ee for Exton Super Fund	--
106	Ms Svetlana Prypoten	--
107	23 Market Street Developments Pty Ltd	--
108	PW Exton Investments P/L as t'ee for Exton Super Fund	--
109	Ms. Marjorie Delusong and Mr. Alan Cole	--
110	Trump Investments Pty Ltd	--
111	Trump Investments Pty Ltd	--
112	Mr Benjamin Lenard McCarthy	--
113	Simpson Kam-Sing Luk & Martha Yeuk-Chi Cheng	--
201	Mr Phillip Alan Boulton	--
202	Mr. Ka Po Wo	--
203	Katerina Linda Sinclair	--
204	Mr Constantine John Patti	--

Lot	Owner Name	Committee
205	23 Market Street Developments Pty Ltd	---
206	Ms Anthea Louise Bilke	Committee
207	23 Market Street Developments Pty Ltd	---
208	Huiyuan Huang & Chun Chun Li	---
209	Yiwen Zhu	---
210	Mr Wai Him Kuok & Ms Aiwen Chen	---
211	Mr Micheal James Clift	---
212	Ms. Wai Yiu	---
213	Mr Phillip Alan Boulton	---
301	Ms Malgorzata & Miss Katarzyna Gazecki	---
302	Mr. Samuel Jonathon Cass	---
303	Ms Wenli Ye	---
304	Mr. Vafeas Pantelis	---
305	D.E.A.N Superannuation Fund Custodian Pty Ltd	---
306	Aubrey Smith	---
307	Ms Jennifer Kate Dewing	Committee
308	Trump Investments Pty Ltd	---
309	Mr Ross Elliott & Mrs Su Qin Mouer	---
310	Miss Barbara Repcen	Committee
311	Mr Chi-Wai Lau	---
312	Mr Joseph Junior Campisi	---
313	Ms Qing Li	---
401	Ms Ye Fern Lim	---
402	Mr Steven Stringer & Mrs Michelle Stringer	---
403	Mr Haruko & Mrs Akichi Uemura	---
404	Trump Investments Pty Ltd	---
405	Benjamin James Ziegler	---
406	Phillip Van	---
407	23 Market Street Developments Pty Ltd	---

The Members of the Owners Corporation resolved by ordinary resolution to elect a Committee in accordance with the Owners Corporation Act 2006 Part 5 - Committees.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Mr Gregory Noel Williams

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

Notes: Confirmation of the appointment of the Chairperson is to be provided to the Manager at the Committee Meeting which is to be held February 2020

18. Election of the Secretary

Secretary:

P:9

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

19. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer and the Authorised Contact Person shall be David Leece.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

20. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

21. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$42 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$142 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

23.1 Council Building Notice Update

A number of items have been completed with a few items to be carried over into January to ensure

compliance with the Building Notice Issued 12 June 2019 In order to comply with the Building Notice Issued by Whitehorse City Council contractors will require access to each unit to inspect the smoke detectors and fire doors. It is anticipated that the inspection will take a maximum of 15 minutes per apartment, owners will be required to select a time on either Monday 20th January 2020 OR Tuesday 21st January 2020. Further information will be provided.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

23.2 Cladding Update

Members were advised that in order to manage the cladding issues, the Committee had provided instruction to the Manager to engage Project Elements to provide expert services to assist the owners corporation to reduce the risks associated with the cladding to ensure the building is compliant. A lengthy discussion took place with Mr Peter Exton providing a quotation from Fire Safety Engineering Consultants to lodge an appeal with the Building Appeals Board, this quotation has been attached to the minutes for review by all owners. It was resolved that this matter will be further discussed by the committee during their first meeting which will be convened early 2020. The Manager is to liaise with the committee to set the date and time for the committee meeting to be held.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

24. Appointment Of The Manager

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation. The fees will be charged as per the resolved budget. The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 12-Nov-2020

Location: Nunawading Community Centre, Rear 16-20 Silver Road Nunawading

P:11

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

Moved: Lot 103, Seconded: Lot 101, Votes For: 19, Against: 0, Abstain: 0

Meeting Closed: 04-Dec-2019 6:10 PM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.



Ref: P7805:20191129L1

29 November 2019

Mr. Peter Exton
c/- 12 Wood Street, Nunawading
peterexton1@bigpond.com

**Lake
Young &
Associates Pty Ltd**

ACN 100 817 329
ABN 28 100 817 329

U3, Level 2
902 Mt Alexander Rd
Essendon
Vic 3040

PO Box 426
Essendon
Vic 3040

☎ (03) 9370 2588
✉ info@lyl.com.au
🌐 www.lyl.com.au

Dear Peter,

**Re: 12 Wood Street, Nunawading (formerly 23 Market Street) – Review of Cladding materials
Fee for Professional Engineering Services**

In response to your emails requesting a fee proposal to undertake fire safety engineering consultancy services for this building, following is our proposal.

1. Background

It is understood that combustible materials (Expanded Polystyrene i.e. EPS) are attached to the façade of the building located at 12 Wood Street, Nunawading, and council has issued a "show cause" notice with regards to the cladding materials attached to this building.

The development comprises a 2 level basement car park (Class 7a) and 5 levels of apartments (Class 2) above. The building has a rise in storeys of five. The building shall be sprinkler protected throughout in accordance with AS2118.1, with residential sprinkler heads provided within the residential areas of the building. As part of the original building approval, the MFB approved the original design with EPS cladding and deletion of sprinkler protection to the balconies, however following changes in the risks of balcony fires and having combustible materials on facades, all buildings of combustible materials of this type are under review.

As part of this process, a review of the suitability of the cladding based on current considerations is required. As such, a fire engineering report is required to respond to the "show cause" notice. The report is required to be submitted as part of a supporting submission to the Building Appeals Board (BAB) under S160A of the Building Act for a determination to address the "show cause" notice – this is essential to provide surety that any proposed assessment and solution is independently assessed and a binding regulatory approval, regarding the review of the cladding is made. From a process viewpoint, it is recommended that the building owner technically fill the forms to make application to the BAB, however the fire engineering report will form the basis for this submission.

Note that the review having regard for the change in perceived risk associated with fires on balcony areas, it is possible that some additional measures are required to be implemented. E.g. sprinklers to strategic locations on balconies where they have gaps/not continuous.

The BAB as part of the review process may impose additional measures as part of the performance determination.

2. Scope of Works

Preparation of a report, to respond to the "show cause" notice, in particular to review the suitability of the façade materials in satisfying the performance requirements of the BCA.

This shall encompass the following:

- Site visit
- Review of documentation detailing the wall system with the EPS attached
- Consultation with the builder regarding the mechanism of construction/attachment
- Preparation of a report detailing an assessment of the suitability of the cladding material

The scope does not encompass the following:

- Testing of any parts of the building e.g. fire detection, system operations, material tests
- Removing panels, sections of wall systems or otherwise physically interfering with the completed building – if necessary the Body Corporate will be requested to engage appropriately qualified persons to do so.

3. Fees

The fees for the consultancy services (all exclusive of GST) are as follows: **\$6,900 + GST**

Fees for completing applications/submission and attendance to the Building Appeals Board (BAB) can be provided as/if required – these will be charged as hourly rates (\$300/hr + GST).

Any disbursements for the BAB application will be forwarded to the client for reimbursement.

Terms of trading are 14 days. If the scope of the work extends beyond this proposal, following agreement with the relevant parties of the extension, additional fees would be charged at the rate of \$300/hour (excluding GST), or additional fee proposals may be prepared.

4. Conditions

The usage of this report prepared under this proposal will be subject to the following conditions:

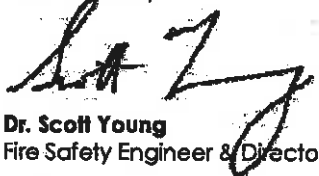
Lake Young & Associates Pty Ltd reserves all copyrights over documents produced and all associated content both written and implied. A license to use the information or documents is granted to the contracting party upon the full payment of contract amount. This license is strictly limited to the specific use of the information or document on the project for which this commission applies. The use of the information and/or documents or part thereof outside the specific terms of the license is strictly prohibited, as this will be a breach of Lake Young & Associates Pty Ltd copyright.

It is understood our engagement is by your office and that invoices for the associated professional services will be issued to your office for payment. If the engagement is by another party, please indicate to whom the invoice is to be issued, and that we require written acceptance of our fee proposal and associated conditions from this party to commence the project.

Failure to pay within the specified terms of trading (14 days after invoice date) may require engagement of a debt recovery agency. Any costs incurred associated with debt recovery will be passed on to the client.

If you have any queries, please do not hesitate to contact me.

Yours Faithfully,



Dr. Scott Young
Fire Safety Engineer & Director

ACCEPTANCE/BILLING DETAILS

Project: P7805 – 12 Wood Street, Nunawading – Review of Cladding materials
LYA Fee Proposal Dated 29/11/2019
Our Ref: P7805:20191129L1

The following document acknowledges and accepts the conditions presented within the fee proposal by Lake Young & Associates Pty Ltd and authorises the commencement of works by the party responsible for payment.

Company: _____

ABN/ACN: _____

Billing Address: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Name of Person with Authority to Authorise Works: _____

Signature: _____

Date : _____

Email Address: _____

Failure to pay within the specified terms of trading (14 days after invoice date) may require engagement of a debt recovery agency. Any costs incurred associated with debt recovery will be passed on to the client.

Please email or post this acceptance back to Lake Young & Associates Pty Ltd.
Email: scottyoung@lya.com.au
The address is PO Box 426, Essendon, Vic, 3040



P:15

INSURED	OC 713826
LOCATION:	12 WOOD STREET NUNAWADING VIC 3131
PERIOD OF COVER F	31.12.2019
PERIOD OF COVER T	31.12.2020
CLASS OF RISK:	Residential

		SUMS INSURED			
Building	\$	26,420,000	Property Owners Liability	\$	30,000,000
Loss of Rent	\$	3,963,000	Office Bearers Liability	\$	5,000,000
Common Contents	\$	264,200	Fidelity Guarantee	\$	250,000
Catastrophe Cover	\$	Nil	Personal Accident (Voluntary Workers)	\$	200,000/2,000
Legal Expenses	\$	50,000	Machinery Breakdown	\$	100,000
Audit Expenses	\$	25,000			

Note: All premiums are subject to change if the period of cover alter

Quotation

Insurer: **SCI**
On behalf of the Insurers: Allianz Australia Insurance Ltd

Total Payable including all Fees and Charges \$ **Declined**
(GST included in above premium \$)

Policy Excess Any event of any kind \$...+as per policy wordings

Flood cover: N/A

Insurer: **CHU Underwriting**
On behalf of the Insurers: QBE Insurance (Australia) Limited

Total Payable including all Fees and Charges \$ **52,987.18**
(GST Included in above premium \$)

Policy Excess Any event of any kind \$1,000 + as per policy wordings

Unoccupancy \$1,000
Personal Accident: 7 Day waiting period
Legal Defence Expenses \$1,000

Flood cover: Yes

Insurer: **AXIS Underwriting**
On behalf of the Insurers: Certain U/W At Lloyd's & HDI Global Spec SE - Australia

Common Contents at 1% of Building SI included as standard

Total Payable including all Fees and Charges \$ **Declined**

Policy Excess Any event of any kind \$ + as per policy wordings

Flood cover: N/A

Insurer: **QUS**
On behalf of the Insurers: AIG

Common Contents at 1% of Building SI included as standard

Total Payable including all Fees and Charges \$ **Declined**

Policy Excess Any event of any kind \$ + as per policy wordings

Flood cover: N/A

These quotations are based on the information that you have provided and is what the Insurers have relied upon in evaluating the level of the risk and the premium they require to insure this risk. Should this information not be correct, you risk the policy being voided, claims being denied or additional premium charged by the Insurer.

Schedule 2—Model rules for an owners corporation

Regulation 11

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.

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.

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.

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 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

628901

APPLICANT'S NAME & ADDRESS

KERR & KERR PARTNERS PTY LTD C/- INFOTRACK C/-
LANDATA

MELBOURNE

VENDOR

TRUMP INVESTMENTS PTY LTD ATF
THE TRUSTEE FOR TRUMP

PURCHASER

N/A, N/A

REFERENCE

359761

This certificate is issued for:

LOT CM1 PLAN PS713826, LOT 2 PLAN PS713826 ALSO KNOWN AS G2/12 WOOD STREET NUNAWADING
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 2
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

A Proposed Amending Planning Scheme C219 has been placed on public exhibition which shows this property :

- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 - C219

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse>

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

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

10 December 2019

Hon. Richard Wynne MP
Minister for Planning

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

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

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

Property Report from www.land.vic.gov.au on 10 December 2019 09:16 AM

Address: UNIT G02/12 WOOD STREET NUNAWADING 3131

Lot and Plan Number: Lot 2 PS713826

Standard Parcel Identifier (SPI): 2\PS713826

Local Government (Council): WHITEHORSE **Council Property Number:** 271824

Directory Reference: Melway 48 F10

Note: There are 60 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.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 1940 sq. m

Perimeter: 179 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.

2 dimensions shorter than 2m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: RINGWOOD

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)

Planning Overlay: SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)

Planning scheme data last updated on 5 December 2019.

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 [Planning Schemes Online](#)

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](#)

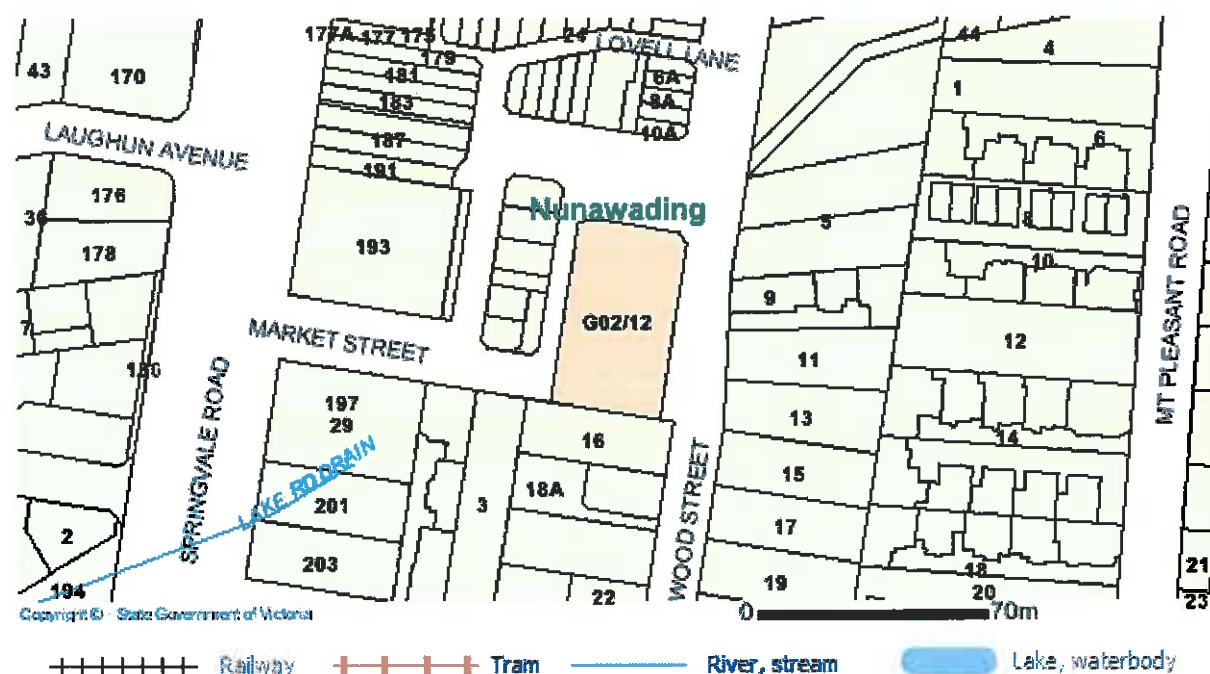
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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PLANNING PROPERTY REPORT

From: www.planning.vic.gov.au on 10 December 2019 09:36 AM

PROPERTY DETAILS

Address: **UNIT G02/12 WOOD STREET NUNAWADING 3131**
Lot and Plan Number: **Lot 2 PS713826**
Standard Parcel Identifier (SPI): **2\PS713826**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **271824**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 48 F10**

www.whitehorse.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/whitehorse

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **UNITED ENERGY**

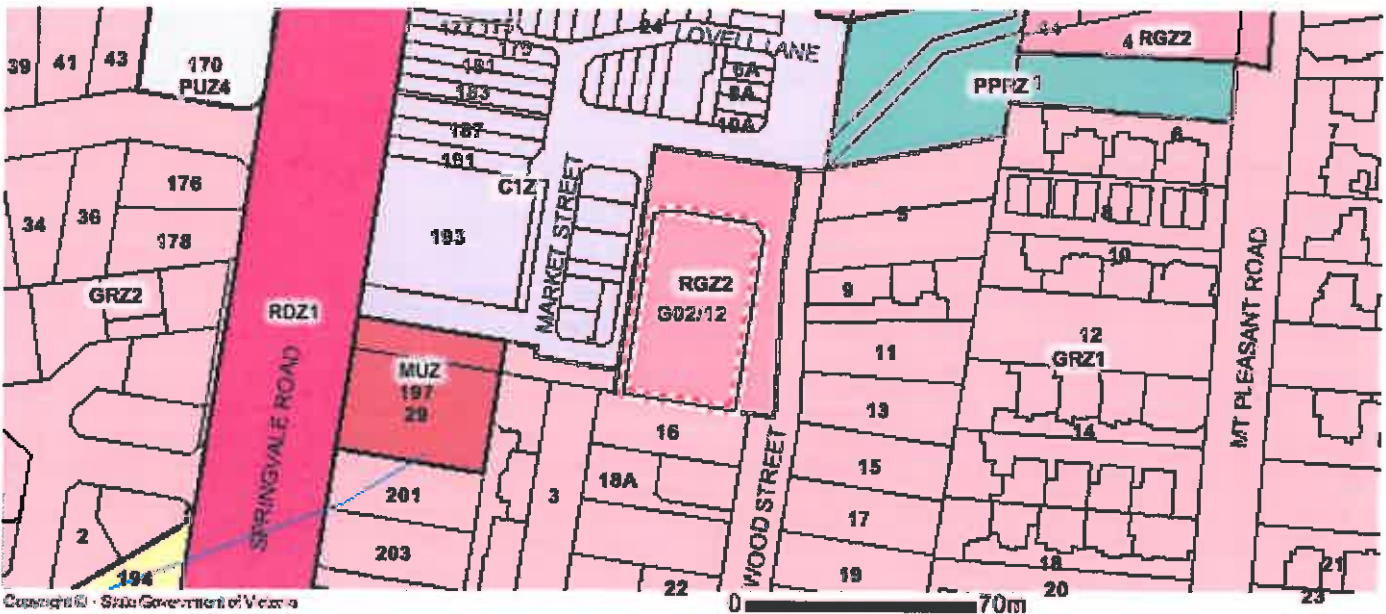
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **RINGWOOD**

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)



C1Z - Commercial 1	GRZ - General Residential	MUZ - Mixed Use
PPRZ - Public Park & Recreation	PUZ1 - Public Use - Service & Utility	PUZ4 - Public Use - Transport
RDZ1 - Road - Category 1	RGZ - Residential Growth	

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

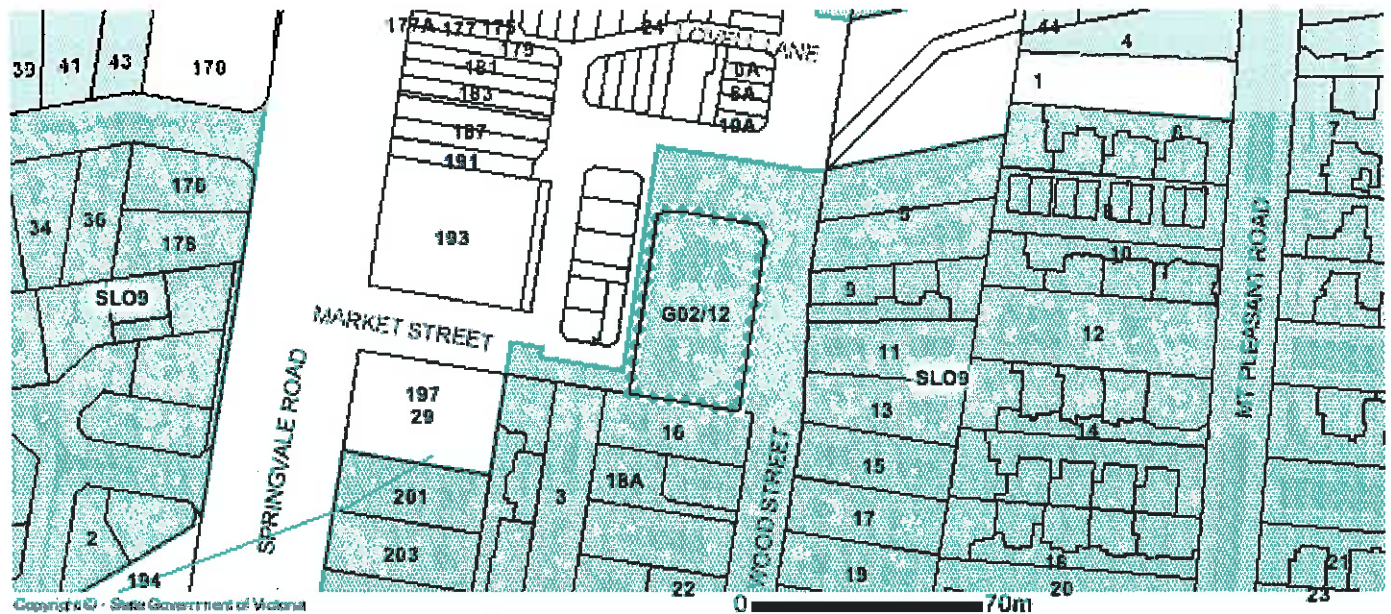
PLANNING PROPERTY REPORT: G02/12 WOOD STREET NUNAWADING 3131

Page 1 of 4

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape

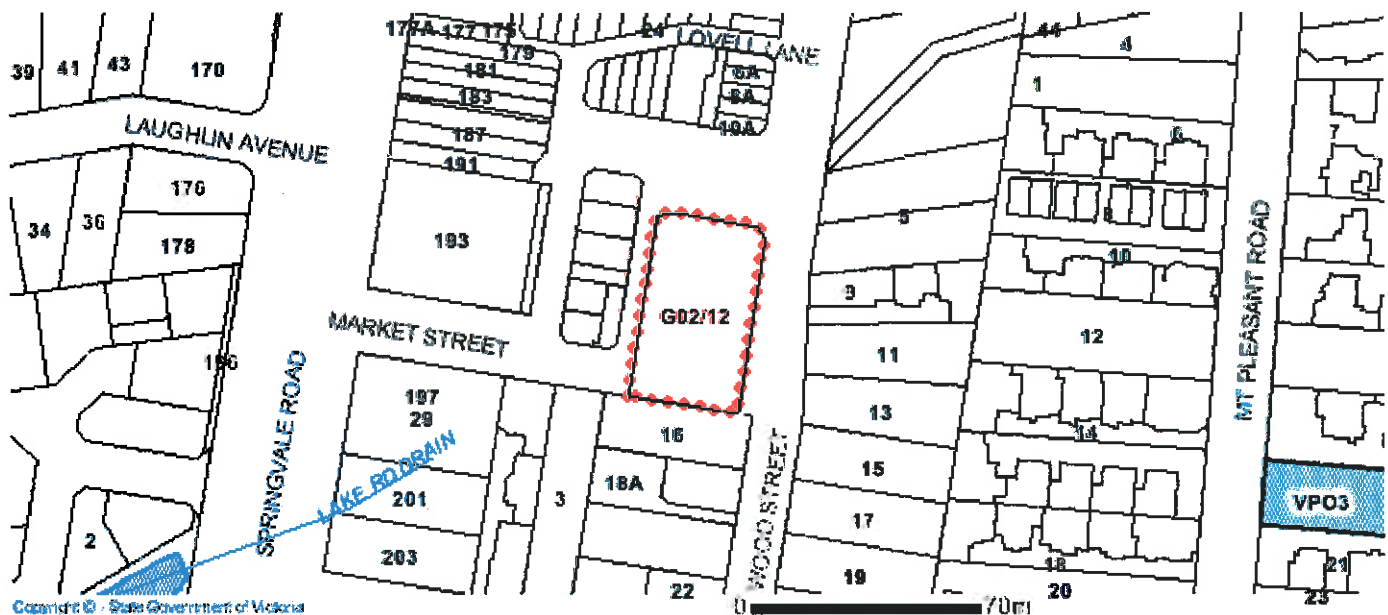
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)

VEGETATION PROTECTION OVERLAY (VPO)



SBO - Special Building

VPO - Vegetation Protection

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

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Further Planning Information

Planning scheme data last updated on 5 December 2019.

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>

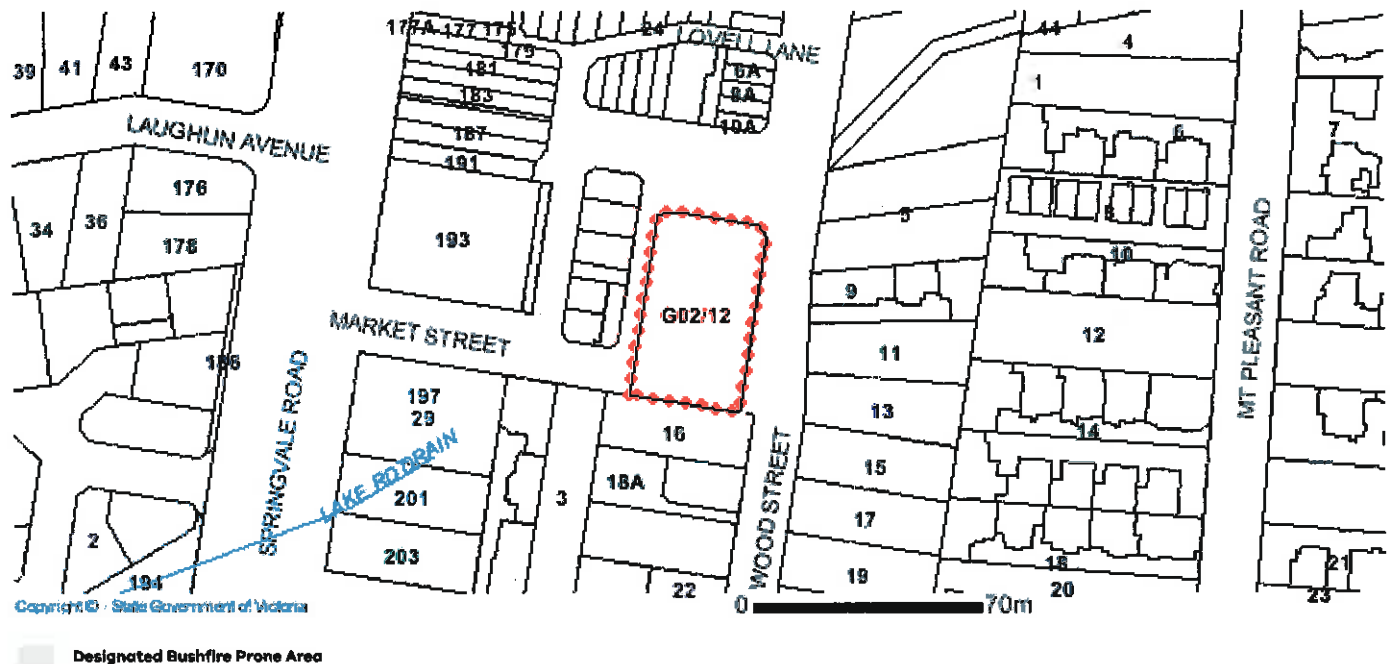
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

32.0731/07/2018
VC148**RESIDENTIAL GROWTH ZONE**

Shown on the planning scheme map as **RGZ** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide housing at increased densities in buildings up to and including four storey buildings.

To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.

To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.

To ensure residential development achieves design objectives specified in a schedule to this zone.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.07-127/03/2017
VC110**Design objectives**

A schedule to this zone must contain the design objectives to be achieved for the area.

32.07-208/08/2018
VC159**Table of uses****Section 1 - Permit not required**

Use	Condition
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone.
Racing dog husbandry	Must be no more than 2 animals.
Railway	

Use	Condition
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 – Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Office (other than Medical centre)	The land must be located within 100 metres of a commercial zone. The land must have the same street frontage as the land in the commercial zone. The leasable floor area must not exceed 250 square metres.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	

Use	Condition
Service station	The site must either: - Adjoin a commercial zone or industrial zone. - Adjoin, or have access to, a road in a Road Zone. The site must not exceed either: 3000 square metres. 3600 square metres if it adjoins on two boundaries a road in a Road Zone.
Shop (other than Adult sex product shop, Bottle shop and Convenience shop)	The land must be located within 100 metres of a commercial zone or Mixed Use Zone. The land must have the same street frontage as the land in the commercial zone or Mixed Use Zone.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Adult sex product shop
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Bottle shop
Brothel
Cinema based entertainment facility
Domestic animal boarding
Horse husbandry
Industry (other than Car wash)
Motor racing track
Nightclub
Retail premises (other than Food and drink premises, Market, Plant nursery and Shop)
Saleyard
Stone extraction

Use

Transport terminal

Warehouse (other than Store)

32.07-3

31/07/2018
VC148

Subdivision

Permit requirement

A permit is required to subdivide land.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	Clause 59.02
Subdivide land into 2 lots if: ▪ The construction of a building or the construction or carrying out of works on the land:	Clause 59.02

Class of application

Information
requirements and
decision guidelines

- Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
- Has started lawfully.
- The subdivision does not create a vacant lot.

32.07-431/07/2018
VC148**Construction and extension of one dwelling on a lot****Permit requirement**

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application

Information
requirements and
decision guidelines

Construct an outbuilding or extend a dwelling if the development:

Clause 59.14

- Does not exceed a building height of 5 metres.
- Is not visible from the street (other than a lane) or a public park.
- Meets the requirements in the following standards of Clause 54:
 - A10 Side and rear setbacks.
 - A11 Walls on boundaries.
 - A12 Daylight to existing windows.
 - A13 North-facing windows.
 - A14 Overshadowing open space.
 - A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

Class of application

Information requirements and decision guidelines

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

32.07-5
31/07/2018
VC148

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

A permit is not required to construct one dependent person's unit on a lot.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application

Information requirements and decision guidelines

Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.

Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.

- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

32.07-6

27/03/2017
VC110

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.07-7

26/10/2018
VC152

Residential aged care facility

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.07-8

26/10/2018
VC152

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.07-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works with an estimated cost of up to \$100,000 where:	Clause 59.04
▪ The building or works is not associated with a dwelling. ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking.	
For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.	
If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	

32.07-926/10/2018
VC152**Maximum building height requirement for a dwelling or residential building**

A building must not be constructed for use as a dwelling or a residential building that exceeds the maximum building height specified in a schedule to this zone.

If no maximum building height is specified in a schedule to this zone, the building height should not exceed 13.5 metres.

This building height requirement replaces the maximum building height specified in Standard A4 in Clause 54 and Standard B7 in Clause 55.

A building may exceed the maximum building height specified in a schedule to this zone if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height of the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height of the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height of the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the maximum building height specified in a schedule to this zone if it does not exceed the building height of the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

The maximum building height requirement in this zone or a schedule to this zone applies whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.07-1026/10/2018
VC152**Buildings on lots that abut another residential zone**

Any buildings or works constructed on a lot that abuts land which is in a General Residential Zone, Neighbourhood Residential Zone, or Township Zone must meet the requirements of Clauses 55.03-5, 55.04-1, 55.04-2, 55.04-3, 55.04-5 and 55.04-6 along that boundary.

32.07-1126/10/2018
VC152**Application requirements**

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.

- The siting and use of existing and proposed buildings.
- Adjacent buildings and uses.
- The building form and scale.
- Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.07-12

26/10/2018
VC152

Exemption from notice and review

Subdivision

An application to subdivide land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

32.07-13

26/10/2018
VC152

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy facilities on dwellings on adjoining lots in a Mixed Use Zone or Residential Growth Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction of one dwelling on a lot, whether the development is an under-utilisation of the lot.
- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.07-14

26/10/2018
VC152

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

14/07/2016
C177**SCHEDULE 2 TO CLAUSE 32.07 RESIDENTIAL GROWTH ZONE**

Shown on the planning scheme map as RGZ2.

SUBSTANTIAL CHANGE B**1.0**14/07/2016
C177**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3 and B6	Any new wall on a boundary should be setback at least 12 metres from the front boundary or 3 metres further than the average set back of the buildings on adjoining allotments, whichever is the lesser.
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	Provision of at least one canopy tree that has the potential of reaching a minimum mature height of 8 metres. The species of canopy trees should be native, preferably indigenous.
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	Walls should only be constructed on one side boundary.
Private open space	A17	A dwelling should have private open space consisting of an area of 80 square metres or 20 per cent of the area of the lot, whichever is the lesser, but not less than 40 square metres. At least one part of the private open space should consist of secluded private open space with a minimum area of 35 square metres and a minimum dimension of 5 metres and convenient access from a living room. It cannot include a balcony or roof top terrace.
	B28	A dwelling or residential building should have private open space consisting of an area of 40 square metres, with one part of the private open space at the side or rear of the dwelling or residential building within a minimum area of 35 square metres, a minimum dimension of 5 metres and convenient access from a living room. It cannot include a balcony or roof top terrace. This does not apply to apartment developments.
Front fence height	A20 and B32	Front fence height in streets in a Road Zone Category 1 or 2 should not exceed 1.8 metres and should have at least 20% transparency. A front fence within 3 metres of a street should not exceed 1.2 metres in 'other streets'.

2.014/10/2014
C180**Maximum building height requirement for a dwelling or residential building**

None specified.

3.014/10/2014
C180**Application requirements**

The following application requirements apply to an application for a permit under clause 32.07, in addition to those specified in clause 32.07 and elsewhere in the scheme:

- Plans showing existing vegetation and any trees proposed to be removed.
- Plans showing proposed landscaping works and planting including tree species and mature height.

4.0

14/07/2016
C177

Decision guidelines

The following decision guidelines apply to an application for a permit under clause 32.07, in addition to those specified in clause 32.07 and elsewhere in the scheme:

- Whether the development provides for an appropriate built form transition to residential properties in the Neighbourhood Residential Zone and General Residential Zone.
- Whether the vegetation in the street setback will contribute to the preferred neighbourhood character and the public realm.
- The potential impact on the amenity of existing adjoining residential dwellings in the Residential Growth Zone.
- How the proposal responds to the requirements of any relevant adopted Structure Plan or Urban Design Framework.
- Development should provide for the retention and/or planting of trees, where these are part of the character of the neighbourhood.

42.03
31/07/2018
VC148

SIGNIFICANT LANDSCAPE OVERLAY

Shown on the planning scheme map as **SLO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

42.03-1
31/07/2018
VC148

Landscape character and objectives

A schedule to this overlay must contain:

- A statement of the nature and key elements of the landscape.
- The landscape character objectives to be achieved.

42.03-2
31/07/2018
VC148

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the conduct of agricultural activities including ploughing and fencing (but not the construction of dams) unless a specific requirement for that activity is specified in a schedule to this overlay.
- Construct a fence if specified in the schedule to this overlay.
- Remove, destroy or lop any vegetation specified in a schedule to this overlay. This does not apply:
 - If the table to Clause 42.03-3 specifically states that a permit is not required.
 - To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05
Remove, destroy or lop one tree.	Clause 59.06
Construct a building or construct or carry out works for: ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ A rainwater tank.	Clause 59.05
The buildings and works must be associated with a dwelling.	

Table of exemptions

The requirement to obtain a permit does not apply to:

Emergency works	Vegetation that is to be removed, destroyed or lopped: - in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or - where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Fire protection	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities: - fire fighting; - planned burning; - making or maintaining of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; - making of strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); - is ground fuel within 30 metres of a building and is vegetation other than native vegetation; - in accordance with a fire prevention notice issued under either: - Section 65 of the <i>Forests Act 1958</i>; or - Section 41 of the <i>Country Fire Authority Act 1958</i>. - keeping vegetation clear of, or minimising the risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; - minimising the risk to life and property from bushfire of a roadside of a public road managed by the relevant responsible road authority, and carried out by or on behalf of that authority, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i>
Geothermal energy exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with operation plan approved under the <i>Geothermal Energy Resources Act 2005</i> .
Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i> .
Land management or directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i> .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i> .
Mineral exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i>: - that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i>; or - in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i>.

The requirement to obtain a permit does not apply to:	
	<i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is ▪ bracken (<i>Pteridium esculentum</i>); or ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by and on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with written agreement of the Secretary of the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Stone exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. This exemption does not apply to costeaning and bulk sampling activities.
Stone extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone extraction in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.
Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with:

The requirement to obtain a permit does not apply to:

- a natural resources agreement under Part 6 of the *Traditional Owners Settlement Act 2010*; or
- an authorisation order made under sections 82 or 84 of the *Traditional Owner Settlement Act 2010* as those sections were in force immediately before the commencement of section 24 of the *Traditional owners Settlement Amendment Act* in 2016 (1 May 2017).

42.03-4

31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

42.03-5

31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The statement of the nature and key elements of the landscape and the landscape character objective contained in a schedule to this overlay.
- The conservation and enhancement of the landscape values of the area.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- The impact of the proposed buildings and works on the landscape due to height, bulk, colour, general appearance or the need to remove vegetation.
- The extent to which the buildings and works are designed to enhance or promote the landscape character objectives of the area.
- The impact of buildings and works on significant views.
- Any other matters specified in a schedule to this overlay.

21/12/2018
C214whse

SCHEDULE 9 TO CLAUSE 42.03 SIGNIFICANT LANDSCAPE OVERLAY

Shown on the planning scheme map as SLO9.

NEIGHBOURHOOD CHARACTER AREAS

1.0

08/02/2018
C191

Statement of nature and key elements of landscape

The leafy garden and bushy character of Melbourne's eastern suburbs can be viewed from many high points throughout Melbourne and is a significant component of the subregion. The treed character of areas such as Whitehorse provides an important 'green' link between Melbourne and the Yarra Valley.

Trees are significant to the landscape character of Whitehorse and the tree cover simultaneously delivers multiple benefits to the community, including defining neighbourhood character, providing visual amenity, reducing the urban heat island effect in more urbanised areas, improving air quality and energy efficiency, providing habitat for fauna, increasing the wellbeing of people and liveability of neighbourhoods.

The **Garden Suburban Neighbourhood Character Area** generally has formalised streetscapes comprising grassed nature strips, concrete footpaths, kerbs and channels, and buildings are generally visible along streets behind low front fences and open garden settings.

Gardens are typically established with canopy trees, lawn areas, garden beds and shrubs and there are typically well defined property boundaries and consistent building siting.

The majority of the municipality is included in the Garden Suburban Neighbourhood Character Area.

The **Bush Suburban Neighbourhood Character Area** generally has a mix of formal and informal streetscapes with wide nature strips and streets are dominated by vegetation with buildings partially hidden behind tall trees and established planting.

Gardens are less formal, consisting of many canopy trees and property boundary definition can be non-existent or fenced. Buildings appear detached along the street and generally comprise pitched rooftops, with simple forms and articulated facades.

The Bush Suburban Neighbourhood Area includes parts of Blackburn, Box Hill South, Vermont South, Mitcham, Nunawading and Mont Albert North as shown in the Neighbourhood Character Precincts Map contained in the *Neighbourhood Character Study 2014*.

2.0

08/02/2018
C191

Landscape character objective to be achieved

To encourage the retention of established and mature trees and to provide for the planting of new canopy trees.

3.0

08/02/2018
C191

Permit requirement

Buildings and works

A permit is required to construct a front fence that is within 4 metres of any vegetation that requires a permit to remove, destroy or lop under the provisions of this schedule. This does not apply to the like-for-like replacement of a front fence to the satisfaction of the responsible authority.

A permit is not required to construct a building or carry out works provided the building or works are set back at least 4 metres from the base of any tree protected under the provisions of this schedule.

Vegetation removal

A permit is required to remove, destroy or lop a tree.

This does not apply to:

- A tree less than 5m in height and having a single trunk circumference of 1.0 metre or less at a height of one metre above ground level; or
- The pruning of a tree for regeneration or ornamental shaping; or
- A tree which is dead or dying or has become dangerous to the satisfaction of the responsible authority; or
- A tree outside the Minimum Street Setback in the Residential Growth Zone.

*Note: Pruning of a tree is defined as removing branches (or occasionally roots) from a tree or plant using approved practices, to achieve a specified objective such as for regeneration or ornamental shaping.
Lopping is defined as the practice of cutting branches or stems between branch unions or internodes.*

4.0

21/12/2018
C214whse

Application requirements

None specified

5.0

08/02/2018
C191

Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 42.03, in addition to those specified in Clause 42.03 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The contribution of the tree to neighbourhood character and the landscape.
- The need to retain trees that are significant due to their species age, health and/or growth characteristics.
- Where the trees are located, their relationship to existing vegetation and their role in providing habitat and corridors for fauna and their contribution to local ecological systems.
- Where the location of new and existing footings and impervious areas are in relation to the root zone of established trees.
- The compatibility of any buildings and works with existing vegetation proposed to be retained.
- The effect of any proposed lopping on the significance, health or appearance of the tree.
- Whether there is a valid reason for removing the tree and whether alternative options to removal have been fully explored.
- If retention cannot be achieved, or a tree is considered appropriate for removal, consider whether the site provides adequate space for offset planting of indigenous or native trees that can grow to a mature height similar to the mature height of the tree to be removed. If it is not appropriate to select an indigenous or native tree species, the selected species should be drought tolerant.
- Whether the planting location of the replacement vegetation will enable the future growth of the canopy and root system of the tree to maturity.
- Whether the replacement tree species and planting locations conflict with existing or proposed overhead wires, buildings, easements and existing trees.

6.0

28/06/2019
C223whse

Expiry

The requirements of this overlay cease to have effect after 30 June 2020.

7.0

21/12/2018
C214whse

Reference documents

Municipal Wide Tree Study Options and Recommendations Report, June 2016

Whitehorse Neighbourhood Character Study, April 2014

SPECIAL BUILDING OVERLAY

Shown on the planning scheme map as **SBO** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify land in urban areas liable to inundation by overland flows from the urban drainage system as determined by, or in consultation with, the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, is compatible with the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To protect water quality in accordance with the provisions of relevant State Environment Protection Policies, particularly in accordance with Clauses 33 and 35 of the State Environment Protection Policy (Waters of Victoria).

44.05-1
31/07/2018
VC148

Flooding management objectives and statement of risk

A schedule to this overlay may contain:

- Flooding management objectives to be achieved.
- A statement of risk.

44.05-2
31/07/2018
VC148

Buildings and works

A permit is required to construct a building or to construct or carry out works, including:

- A fence.
- Roadworks, if the water flow path is redirected or obstructed.
- Bicycle pathways and trails.
- Public toilets.
- A domestic swimming pool or spa and associated mechanical and safety equipment if associated with one dwelling on a lot.
- A rainwater tank with a capacity of not more than 10,000 litres.
- A pergola or verandah, including an open-sided pergola or verandah to a dwelling with a finished floor level not more than 800mm above ground level and a maximum building height of 3 metres above ground level.
- A deck, including a deck to a dwelling with a finished floor level not more than 800mm above ground level.
- A non-domestic disabled access ramp.
- A dependent person's unit.

This does not apply:

- If a schedule to this overlay specifically states that a permit is not required.
- To flood mitigation works carried out by the responsible authority or floodplain management authority.
- To the following works in accordance with plans prepared to the satisfaction of the responsible authority:
 - The laying of underground sewerage, water and gas mains, oil pipelines, underground telephone lines and underground power lines provided they do not alter the topography of the land.

- The erection of telephone or power lines provided they do not involve the construction of towers or poles designed to operate at more than 66,000 volts.
- To landscaping, driveways, vehicle cross overs, footpaths or bicycle paths if there is no significant change to existing surface levels, or if the relevant floodplain management authority has agreed in writing that the flowpath is not obstructed.
- To an extension of less than 20 square metres in floor area to an existing building (not including an out-building), where the floor levels are constructed to at least 300mm above the flood level or if the relevant floodplain management authority has agreed in writing that the flowpath is not obstructed.
- To an upper storey extension to an existing building.
- To an alteration to an existing building where the original building footprint remains the same and floor levels are constructed to at least 300mm above flood level.
- To an out-building (including replacement of an existing building) if the out-building is less than 10 square metres in floor area and constructed to at least 150mm above the flood level or the relevant floodplain management authority has agreed in writing that the flowpath is not obstructed.
- To a replacement building (not including an out-building) if it is constructed to at least 300mm above the flood level and the original building footprint remains the same. The responsible authority may require evidence of the existing building envelope.
- To fencing with at least 25% openings and with the plinth at least 300mm above the flood level.
- To a replacement fence in the same location and of the same type and materials as the existing fence.
- To a pergola or an open deck area with unenclosed foundations.
- To a carport constructed over an existing carspace.
- To an in-ground swimming pool and associated security fencing, where the perimeter edging of the pool is constructed at natural surface levels and excavated material is removed from the flowpath.
- To a tennis court at existing surface level with fencing designed to minimise obstruction to flows.
- To an aviary or other enclosure for a domestic animal if it is less than 10 square metres in floor area at ground level.
- To open sided verandahs, open sided picnic shelters, barbeques and park furniture (excluding playground equipment) if there is less than 30mm change to existing surface levels.
- To radio masts, light poles or signs on posts or attached to buildings.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works.	Clause 59.08

Subdivision

A permit is required to subdivide land.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
----------------------	--

Any of the following classes of subdivision:

Clause 59.08

- Subdivide land to realign the common boundary between 2 lots where the area of either lot is reduced by less than 15 percent and the general direction of the common boundary does not change.
- Subdivide land into lots each containing an existing building or car parking space where:
 - The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.
 - An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.
- Subdivide land into 2 lots if:
 - The construction of a building or the construction or carrying out of works on the land is approved under this scheme or by a permit issued under this scheme and the permit has not expired.
 - The construction or carrying out of the approved building or works on the land has started lawfully.
 - The subdivision does not create a vacant lot.

44.05-4

31/07/2018
VC148

Application requirements

Unless otherwise agreed in writing by the relevant floodplain management authority, an application to construct a building or construct or carry out works must be accompanied by a site plan which shows, as appropriate:

- The boundaries and dimensions of the site.
- Relevant existing and proposed ground levels, to Australian Height Datum, taken by or under the direction or supervision of a licensed land surveyor.
- The layout, size and use of existing and proposed buildings and works, including vehicle parking areas.
- Floor levels of any existing and proposed buildings to Australian Height Datum.
- Cross sectional details of any basement entry ramps and other basement entries to Australian Height Datum, showing floor levels of entry and exit areas and drainage details.
- Any other application requirements specified in a schedule to this overlay.

Local floodplain development plan

If a local floodplain development plan has been developed for the area and has been incorporated into this scheme, an application must be consistent with the plan.

44.05-5

31/07/2018
VC148

Exemption from notice and review

An application under this overlay is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

44.05-6

31/07/2018
VC148

Referral of applications

An application must be referred to the relevant floodplain management authority under Section 55 of the Act unless in the opinion of the responsible authority, the proposal satisfies requirements or conditions previously agreed to in writing between the responsible authority and the floodplain management authority.

44.05-7

31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any local floodplain development plan.
- Any comments from the relevant floodplain management authority.
- The existing use and development of the land.
- Whether the proposed use or development could be located on flood-free land or land with a lesser flood hazard outside this overlay.
- The susceptibility of the development to flooding and flood damage.
- Flood risk factors to consider include:
 - The frequency, duration, extent, depth and velocity of flooding of the site and accessway.
 - The flood warning time available.
 - The danger to the occupants of the development, other floodplain residents and emergency personnel if the site or accessway is flooded.
- The effect of the development on redirecting or obstructing floodwater, stormwater or drainage water and the effect of the development on reducing flood storage and increasing flood levels and flow velocities.
- Any other matters specified in a schedule to this overlay.

VEGETATION PROTECTION OVERLAY

Shown on the planning scheme map as **VPO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To protect areas of significant vegetation.

To ensure that development minimises loss of vegetation.

To preserve existing trees and other vegetation.

To recognise vegetation protection areas as locations of special significance, natural beauty, interest and importance.

To maintain and enhance habitat and habitat corridors for indigenous fauna.

To encourage the regeneration of native vegetation.

42.02-1 31/07/2018 VC148

Vegetation significance and objectives

A schedule to this overlay must contain:

- A statement of the nature and significance of the vegetation to be protected.
- The vegetation protection objectives to be achieved.

42.02-2 31/07/2018 VC148

Permit requirement

A permit is required to remove, destroy or lop any vegetation specified in a schedule to this overlay.

This does not apply:

- If the table to Clause 42.02-3 specifically states that a permit is not required.
- To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Remove, destroy or lop one tree.	Clause 59.06

42.02-3 21/09/2018 VC150

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	Vegetation that is to be removed, destroyed or lopped: ▪ in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or ▪ where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Fire protection	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities: ▪ fire fighting;

The requirement to obtain a permit does not apply to:

	- planned burning; - making or maintenance of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; - making a strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); - is ground fuel within 30 metres of a building and is vegetation other than native vegetation; - in accordance with a fire prevention notice issued under either: - Section 65 of the <i>Forests Act 1958</i>; or - Section 41 of the <i>Country Fire Authority Act 1958</i>. - keeping vegetation clear of, or minimising risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; - minimising the risk to life and property from bushfire on a roadside of a public road managed by the relevant responsible road authority, and carried out by, or on behalf of that authority in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i>
Geothermal energy exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Geothermal Energy Resources Act 2005</i> .
Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i> .
Land management and directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i> .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i> .
Mineral exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i>: - that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i>; or - in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i>. <i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.

The requirement to obtain a permit does not apply to:	
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is: ▪ bracken (<i>Pteridium esculentum</i>); or ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by and on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Stone exploration	Vegetation is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. This exemption does not apply to costeaning and bulk sampling activities.
Stone extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone extraction in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.
Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with: ▪ a natural resources agreement under Part 6 of the <i>Traditional Owners Settlement Act 2010</i>; or ▪ an authorisation order made under sections 82 or 84 of the <i>Traditional Owner Settlement Act 2010</i> as those sections were in force immediately before the commencement of section 24 of the <i>Traditional owners Settlement Amendment Act</i> in 2016 (1 May 2017).

42.02-4

31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

42.02-5

31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The statement of the nature and significance of the vegetation to be protected and the vegetation protection objective contained in a schedule to this overlay.
- The effect of the proposed use, building, works or subdivision on the nature and type of vegetation to be protected.
- The role of native vegetation in conserving flora and fauna.
- The need to retain native or other vegetation if it is rare, supports rare species of flora or fauna or forms part of a wildlife corridor.
- The need to retain vegetation which prevents or limits adverse effects on ground water recharge.
- The need to retain vegetation:
 - Where ground slopes exceed 20 percent.
 - Within 30 metres of a waterway or wetland.
 - On land where the soil or subsoil may become unstable if cleared.
 - On land subject to or which may contribute to soil erosion, slippage or salinisation.
 - In areas where the removal, destruction or lopping of vegetation could adversely affect the integrity or long term preservation of an identified site of scientific, nature conservation or cultural significance.
 - Which is of heritage or cultural significance.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- Any relevant permit to remove, destroy or lop vegetation in accordance with a land management plan or works program.
- Whether the application includes a land management plan or works program.
- Whether provision is made or is to be made to establish and maintain vegetation elsewhere on the land.
- Any other matters specified in a schedule to this overlay.



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Tuesday, December 17, 2019

Your Ref: 33958780-018-6:13073
Contact: Building Department
Telephone: 9262 6421

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: G02/12 Wood Street, Nunawading Vic 3131

In accordance with Regulation 51(2) of the Building Regulations 2018 we provide the following information:

BUILDING OR LAND INFORMATION Pursuant to Regulation 51 (2) of the Building Regulations 2018		
Reportable Information	Regulation	Applicable
Is the land liable to flooding?	153	Yes
Is the land likely to be subject to attack by termites?	150	Yes
Is the land subject to significant snowfalls?	152	No
Is the land designated land?	154	No
The Whitehorse Planning Scheme has specified a minimum bushfire attack level (BAL) within areas of the municipality. Is the land identified by the Planning Scheme?	156	No

For the purposes of Regulation 155 - Designated bushfire prone areas of the Building Regulations 2018, the Relevant Building Surveyor is to verify if the minister has designated the above mentioned property as being in a designated bushfire prone area. Please visit www.land.vic.gov.au for further information.

Notes regarding flood levels: If flood level to be investigated by Council (to determine the minimum floor levels of buildings within the site) a separate application is required Refer to Council's Engineering Department on Ph: 9262 6177.

If the above indicates that the allotment is liable to flooding or is designated land under Building Regulation 153 and/or 154, then an application to Councils Engineering Department for Report and Consent is required.

If flood level determined by Melbourne Water, you will need to obtain property flood level information via one of Melbourne Water's authorised agents. This flood level is required to be submitted as part of the Report & Consent procedure with Council's Engineering Department. Please contact Melbourne Water on Ph: 131 722 or visit: www.melbournewater.com.au

For Town Planning information or information relating to zoning, schedules or policies please contact Council's Town Planning Department on Ph: 9262 6303.

For Legal Point of Storm Water Drainage please contact Council's Engineering Department on Ph: 9262 6177.

Yours faithfully,

Building Services
For and on behalf of City of Whitehorse



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

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TIS: 131 540

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Tuesday, December 17, 2019

Your Ref: 33958780-016-2:13072
Contact: Building Department
Telephone: 9262 6421

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: G02/ 12 Wood Street, Nunawading Vic 3131

We refer to your request for building permit particulars regarding the above property and advise of details of any Permit or certificate of final inspection issued in the preceding ten years.

BUILDING OR LAND INFORMATION

Pursuant to Regulation 51 (1) of the Building Regulations 2018

Our Reference: 1113/2014

Type of works: Stage 1 - Construction of Five Storey Building with Basement Car Parking & 58 Residential Apartments - Construction of Two Level Basement & Retention System
Building Permit Issued: 07-May-2014
Certificate of Final Inspection Issued: 05-Nov-2015

Our Reference: 1748/2014

Type of works: Stage 2 - Construction of Five Storey Building with Basement Car Parking & 59 Residential Apartments - Complete Structure of Building Excluding All Services & Fit-Out
Building Permit Issued: 21-Aug-2014
Certificate of Final Inspection Issued: 05-Nov-2015

Our Reference: 2659/2014

Type of works: Stage 3 - Construction of Five Storey Building with Basement Car Parking & 59 Residential Apartments
Building Permit Issued: 11-Dec-2014
Occupancy Permit Issued: 05-Nov-2015

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Yours faithfully,

Building Services
For and on behalf of City of Whitehorse

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

**Whitehorse City Council**

379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

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Despite whether a Building Permit is required or not there is still an obligation for all building works to be structurally sound and comply with the siting regulations consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018, Regulation 137.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms.



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ABN: 39549568822

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 2897

Date of Issue: 10 December 2019

Applicant's Reference: 33958780-014-8:13071

LANDATA

2 Lonsdale Street
MELBOURNE VIC 3000

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number:	10063025	Check Digit:	0
Property Description:	Lot 2 PS 713826		
Property Address:	G02/ 12 Wood Street, NUNAWADING VIC 3131		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2019 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2019.

Site Value:	\$65,000
Capital Improved Value:	\$395,000
Net Annual Value:	\$19,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2019 TO 30 JUNE 2020

DECLARED BY COUNCIL 24 JUNE 2019

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2019 TO 30 JUNE 2020

General Rates	656.80
FSPL Fixed Charge	111.00
FSPL Variable Rate	21.70
TOTAL CURRENT LEVIED	\$789.50

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$0.00**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

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

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

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

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2019/2020 rating year, due dates for instalments are 30 September 2019, 2 December 2019, 28 February 2020 and 1 June 2020. Due date for lump sum payment is 17 February 2020.

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

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is no other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any)).

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

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

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

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

COMMENTS:

Authorised Officer:



Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325
Reference Number: 0100630250
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

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

10th December 2019

Kerr & Kerr Partners Pty Ltd C/- InfoTrack C/-
LANDATA

Dear Kerr & Kerr Partners Pty Ltd C/- InfoTrack C/-,

RE: Application for Water Information Statement

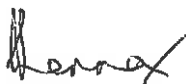
Property Address:	12 WOOD STREET NUNAWADING 3131
Applicant	Kerr & Kerr Partners Pty Ltd C/- InfoTrack C/- LANDATA
Information Statement	30507267
Conveyancing Account Number	7959580000
Your Reference	359761

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 enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	G02/12 WOOD STREET NUNAWADING 3131
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	G02/12 WOOD STREET NUNAWADING 3131
------------------	------------------------------------

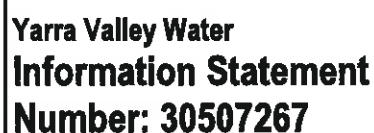
STATEMENT UNDER SECTION 158 WATER ACT 1989**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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.



Scale	1:1000
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Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

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



YARRA VALLEY WATER
ABN 83 086 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Kerr & Kerr Partners Pty Ltd C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2440913889
Rate Certificate No: 30507267

Date of Issue: 10/12/2019
Your Ref: 359761

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT G02/12 WOOD ST, NUNAWADING VIC 3131	2\PS713826	5080325	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2019 to 31-12-2019	\$19.63	\$0.00
Residential Sewer Service Charge	01-10-2019 to 31-12-2019	\$115.19	\$0.00
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$0.00
Drainage Fee	01-10-2019 to 31-12-2019	\$25.66	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
23 MARKET ST, NUNAWADING VIC 3131	4\LP43322	1690020	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

Total Due \$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
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 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 63 068 802 501

Luoknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5080325

Address: UNIT G02/12 WOOD ST, NUNAWADING VIC 3131

Water Information Statement Number: 30507267

HOW TO PAY



Bill Code: 314587
Ref: 24409138896



Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5080325

Address: UNIT G02/12 WOOD ST, NUNAWADING VIC 3131

Water Information Statement Number: 30507267

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / KERR & KERR PARTNERS PTY LTD

Your Reference: 1725/19
Certificate No: 32658051
Issue Date: 11 DEC 2019
Enquiries: MXH10

Land Address: UNIT G02, 12 WOOD STREET NUNAWADING VIC 3131

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42533172	2	713826	11613	196	\$0.00

Vendor: TRUMP INVESTMENTS PTY LTD ATF THE TRUSTEE FOR TRUMP INVESTMENTS TRUST
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TRUMP INVESTMENTS TRUST	2019	\$74,000	\$635.22	\$0.00	\$0.00

Comments: Land Tax of \$635.22 has been assessed for 2019, an amount of \$635.22 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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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 IMP VALUE: \$450,000

SITE VALUE: \$74,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 32658051

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$74,000

Calculated as \$0 plus (\$74,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billir Code: 5249
Ref: 32658051

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: 32658051

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Kerr & Kerr Partners Pty Ltd C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 359761

NO PROPOSALS. As at the 10th December 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT G02, 12 WOOD STREET, NUNAWADING 3131
CITY OF WHITEHORSE

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 December 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 33958780 - 33958780110200 '359761'

Extract of EPA Priority Site Register

Page 1 of 2



*** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ***

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT G02, 12 WOOD STREET

SUBURB: NUNAWADING

MUNICIPALITY: WHITEHORSE

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 48 Reference F10

DATE OF SEARCH: 10th December 2019

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 33958780 - 33958780110200
'359761'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

Residential Tenancies Agreement Conditions of Agreement

Residential Tenancies Act 1997

1. This Agreement is made on the date specified in item 1 in the Schedule hereto **BETWEEN** the **LANDLORD** whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the **TENANT** whose name and address is specified in item 4 in the Schedule

PREMISES AND RENT

The **LANDLORD** lets to the **TENANT** the **PREMISES** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **RENTAL** shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the **TENANT** to the party specified in item 8 in the Schedule.

BOND

The **TENANT** shall pay a **BOND** of the amount specified in item 9 of the Schedule to the **LANDLORD/AGENT** on or before the signing of this Agreement

In accordance with the Residential Tenancies Act 1997 the **LANDLORD/AGENT** must lodge the **BOND** with the Residential Tenancies Bond Authority within 5 business days of receiving the **BOND**.

FIXED TERM TENANCY

The term of this Agreement shall be specified in item 11 of the Schedule **COMMENCING** on the date specified in item 12 in the Schedule and **ENDING** on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. CONDITION OF THE PREMISES

The **LANDLORD** shall make sure that the premises are maintained in good repair.

3. DAMAGE TO THE PREMISES

- (a) The **TENANT** shall make sure that care is taken to avoid damaging the rented premises
- (b) The **TENANT** must take reasonable care to avoid damaging the premises and any common areas
- (c) The **TENANT** who becomes aware of damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practicable.

4. CLEANLINESS OF THE PREMISES

- (a) The **LANDLORD** shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the **TENANT** shall enter the premises.
- (b) The **TENANT** shall keep the premises in a reasonably clean condition during the period of the Agreement.

5. USE OF THE PREMISES

- (a) The **TENANT** shall not use or allow the premises to be used for any illegal purposes
- (b) The **TENANT** shall not use or allow the premises to be used in such a manner as cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

6. QUIET ENJOYMENT

The **LANDLORD** shall take all reasonable steps to make sure that the **TENANT** has quiet enjoyment of the premises.

7. ASSIGNMENT OR SUB-LETTING

- (a) The **TENANT** shall not assign or sub-let the whole or any part of the premises without the consent of the **LANDLORD**. The **LANDLORD'S** consent shall not be unreasonably withheld.
- (b) The **LANDLORD** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **LANDLORD** in relation to the preparation of an assignment in writing of this Agreement

8. RESIDENTIAL TENANCIES ACT 1997

Both parties to this Agreement shall comply with the provisions of The Residential tenancies Act 1997 as they apply to each party
(Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.

- 9. The **TENANT** shall pay all charges in respect of the re-connection and consumption of water, electricity and gas and telephone where the rented premises are separately metered for these services
- 10. The **TENANT** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **TENANT** shall pay to the **LANDLORD** all increased premiums and all other expenses incurred as a consequence of any breach of this term
- 11. The **TENANT** agrees to pay the **LANDLORD** any excess amount charged, or any additional premium charged by the **LANDLORD'S** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **TENANT**, or by anyone on the premises with the consent of the **TENANT**.

12. The **TENANT** shall indemnify the **LANDLORD** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **TENANT** or anyone on the premises with the consent of the **TENANT**. Without limiting the generality of the foregoing, the **TENANT** shall indemnify the **LANDLORD** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **TENANT**.
13. The **TENANT** shall notify the **LANDLORD** or **AGENT** immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
14. The **TENANT** shall indemnify the **LANDLORD** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **TENANT**, or **TENANT'S** servants, **AGENTS** and/or invitees.
15. The **TENANT** shall not paint or affix any sign or antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior or the premises without the prior written consent of the **LANDLORD** or **AGENT**.
16. The **TENANT** acknowledges that it is the **TENANT'S** responsibility upon termination of the Agreement to deliver the keys to the premises to the **AGENT'S** office and to continue paying rent such until such time as the keys are delivered.
17. The **TENANT** shall not use the premises for any purpose other than for residential purposes without the written consent of the **LANDLORD**.
18. The **TENANT** shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
19. The **TENANT** shall not keep any animal, bird or pet on the premises without the written consent of the **LANDLORD** (Note: written consent will be necessary from the Body Corporate Committee in an own-your-own unit).
20. The **TENANT** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacles shall be kept only in the place provided and placed out by the **TENANT** for collection by the Local Council or Health Department and return to its allotted place.
21. The **TENANT** shall not hang any clothes outside the premises other than where the provision for the hanging of clothes has been approved.
22. The **TENANT** shall not keep or use in the premises any portable kerosene heaters or heaters of a similar kind.
23. The **TENANT** shall comply with any Act Regulation, Rule or Direction of any Government, semi Government or statutory body.
24. The **TENANT** shall allow the **LANDLORD** or his **AGENT** to put on the premises a notice or notices "to let" during the last month of the term of this Agreement. The **TENANT** shall also allow the **LANDLORD** or his **AGENT** to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this Agreement and permit access to the premises by the **LANDLORD** or his **AGENT** to present the property to prospective purchasers or **TENANTS** upon 24 hours' notice or by Agreement with the **TENANT** and the **LANDLORD** or the **LANDLORD'S AGENT**.
25. The **TENANT** acknowledges that no promises, representations, warranties undertakings have been given by the **LANDLORD** or **AGENT** in relation to the suitability of the premises for the **TENANT'S** purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
26. No consent or waiver of any breach by the **TENANT** of the **TENANT'S** obligations under the Residential Tenancies Act 1997 shall prevent the **LANDLORD** from subsequently enforcing any of the provisions of the Agreement.
27. The **TENANT** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **TENANT** shall not be required to contribute costs of a capital nature or which would, except for this provisions, be payable by the **LANDLORD**. The Standard Rules of the Sub-Division (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the **LANDLORD** may from time to time and at any time, other than within the terms specified in the Schedule as the "fixed term", increase the rent by giving the **TENANT** at least 60 days notice of the increase.
29. This Agreement may be amended only by Agreement in writing signed by the **LANDLORD** and the **TENANT**.
30. The **TENANT** shall at the **TENANT'S** expense replace all lighting tubes and globes to the premises which become defective during the term of their tenancy unless the defect is proven to be caused by faulty wiring.
31. The **TENANT** agrees to fully maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
32. If the **TENANT** wishes to vacate the premises at the expiration of this Agreement the **TENANT** shall give the **LANDLORD** or **AGENT** written notice of the **TENANT'S** intention to vacate 28 days prior to the expiration of the Agreement. If the **TENANT** remains in occupation of the premises after the expiration of this Agreement and does not enter into a fixed term AGREEMENT the **TENANT** must give written notice of the **TENANTS** intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the **TENANT** gives notice.
33. The **TENANT** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997 the **TENANT** shall not refuse to pay rent on the ground that the **TENANT** intends to regard as rent paid by the **TENANT** the **BOND** or any part of the **BOND** in respect of the **PREMISES**. The **TENANT** acknowledges that failure to abide by this section of the Act renders the **TENANT** liable to a penalty of \$1000.
34. The **TENANT** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The **TENANT** also agrees to be fully responsible for the removal of any motor cycle, car or boat or spare parts or bodies or any other equipment used and to fully reinstate the **PREMISES** or the land or common property on which it is situated to the original condition forthwith.
35. The **TENANT** must:
(a) check each smoke detector in the **PREMISES** weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the **TENANT** and the security of the **PREMISES**.
(b) replace the battery in each smoke detector on or about January 1 each year (or earlier if necessary)
(c) immediately notify the **LANDLORD/AGENT** of any faulty smoke detector (and confirm this advice to the **AGENT** in writing the same day.)

ADDITIONAL TERMS

36. **CARPET CLEANING**
The TENANT shall and will at his own expense at the termination of the lease (whatsoever the cause of termination may be) have the carpets steam cleaned by a carpet cleaning contractor and provide the AGENT with an original invoice of such work. The cleanliness of the carpet as stated on the Condition Report at the commencement of the tenancy will be taken into consideration.
37. **LEASE BREAK**
The TENANT hereby agrees that should they wish to vacate the premises prior to the expiration date of this Agreement, they shall be liable for paying a re-letting fee, rent payable until the property is re-let to a suitable TENANT and all advertising costs. The TENANT agrees to have these amounts deducted from the BOND.
38. **BOND LODGEMENT**
The tenant acknowledges that the bond paid under this Tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Residential Tenancies Bond Authority
39. **BOND REFUND**
The TENANT acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a bond claim form with the Residential Tenancies Bond Authority
40. **FIXED TERM TENANCY NOTICE**
The TENANT acknowledges the right of the LANDLORD under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.
41. **LOCKS**
The LANDLORD acknowledges the TENANT'S right to change the locks at the rental property providing a duplicate key is given to the LANDLORD or the AGENT.
The tenant acknowledges that whilst all due care and attention has been taken, the landlord cannot guarantee that all keys to the property were returned by previous occupants.
To ensure total security, it is our recommendation that the barrels in all locks be replaced.
42. **SUB-LETTING**
The TENANT acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement, and that any change in those occupying the premises must be immediately reported to the AGENT.
43. **TENANCY TRANSFER**
The TENANT acknowledges that a \$220 processing fee is applicable on all tenancy transfers. A tenancy transfer refers to the changing of names on a Residential Tenancy Agreement and/or Residential Tenancy Bond. The fee must be paid prior to the transfer paperwork being completed by the AGENT
44. **CONDITION REPORT**
The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy **must be signed and returned to the agent within 3 business days after entering into occupation of the premises.** If the Condition Report is not returned the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.
45. **BOND AS RENT**
The TENANT acknowledges that the Residential Tenancies Act 1997 provides as penalty of 10 penalty units (\$1,000) if the TENANT refuses to pay rent on "the ground that the TENANT intends to regard as rent paid by the tenant the bond or any part of the bond paid in respect of the rental premises".
46. **REFRIGERATORS, ELECTRICAL, GAS APPLIANCES, WASHING MACHINES**
In the event of the flat being let with a refrigerator, washing machine, electrical or gas appliance, the tenant must be satisfied that the appliance is in good repair and working order. Any defect must be reported within three days of moving into premises
47. **CONTENTS INSURANCE**
It is not your LANDLORD'S responsibility to insure your possessions. The LANDLORD'S insurance policy covers only the building plus any fixtures and fittings. **With the ever-increasing incidence of burglary and theft, it is strongly recommended that you take out content's insurance cover.**
48. **TENANCY COMMENCEMENT DATE**
The tenants acknowledge and agree that the commencement date on this lease is subject to the landlord obtaining vacant possession of the property from the present tenants and the commencement date may therefore vary.

Tenant/s X




SCHEDULE

Item 1 DATE OF AGREEMENT: 10th October 2018

Item 2 LANDLORD: Name: Trump Investments Pty Ltd
Address: CA- SPACE ESTATE AGENTS
PHONE: 03 9257 8788

Item 3 AGENT: Registered Business Name: SPACE ESTATE AGENTS MELBOURNE PTY LTD A.C.N. 155168 871
Address: 8 BURNLEY STREET, RICHMOND 3121

Item 4 TENANT: (1) Name: Michael O'Neill
TENANT: (2) Name: Tanya O'Neill

Item 5 PREMISES: G02/12 Wood Street, Nunawading Vic 3131

Item 6 RENTAL: \$1,739.00 per calendar month
Payable by the 12th day of every month
From the termination date the rent will be increased to \$ per calendar month

Item 7 COMMENCING ON: 12th October 2018

Item 8 RENTAL PAYMENTS TO AGENT: DEFT PAYMENT SYSTEM

Item 9 BOND: \$1,739.00 PAID TO THE AGENT ON: 9th October 2018

Item 10 AUTHORISED URGENT REPAIRS: The landlord authorises the Agent to undertake urgent repairs up to \$1,800.00.

* FIXED TERM AGREEMENT

Item 11 TERM: 12 Months

Item 12 COMMENCEMENT DATE: 12th October 2018

Item 13 TERMINATION DATE: 11th October 2019

Signed by the Landlord/Agent X  (for & on behalf of the landlord)

In the presence of:  (Witness)

Signed by the tenant/s X  (Witness)

In the presence of:  (Witness)

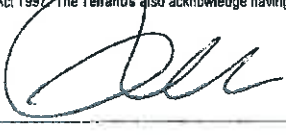
Note: Use of this Guarantee is Subject to the Provisions of Sections 37 and 38 of the Residential Tenancies Act, 1997.

Guarantee: To the within named Landlord

NAME

of

Hereby Guarantee the punctual performance by the within named Tenant of all the terms conditions and covenants contained in the above Agreement. You may without affecting my/our liability under this agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects. Signed, Sealed and Delivered By the Guarantor in the presence of:
X The Tenant hereby acknowledge having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997. The Tenant/s also acknowledge having received a copy of the Owners Corporation Rules if applicable to the premises.

Tenant/s X  



ELECTRONIC COMMUNICATIONS DELIVERY POLICY DISCLOSURE AND CONSENT FORM

Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with you and your use of our Real Estate/Property Management services.

Communications include:

- Tenancy agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- Rent arrears notifications;
- Confirmation of maintenance works;
- All Notices & Notices to Vacate;
- Notices of Entry, confirmation of inspections;
- Copies of Notices and documents that may also be served by Registered Post;
- Any other information that is required to be communicated.

We will provide these Communications to you by emailing them to you at the primary email address listed in your tenancy application or any alternate email address that you have provide to our office in writing. SMS notifications may also be sent to you using the mobile phone number listed on your tenancy application.

Updating your contact information

It is your responsibility to keep your contact details up to date so that we can communicate with you electronically. You understand and agree that if Space Estate Agents sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

How to withdraw your consent

You may withdraw your consent to receive Communications electronically. Your instructions must be sent to us in writing either via email or post.

I/We have read and understood the above terms

Signed:

Michael O'Neill

Tanya O'Neill

Email Address:

