

DATED

2020

GERARD JOHN SULLIVAN AND ELIZABETH ANNE SULLIVAN

VENDORS STATEMENT

Property: 105/18 Whitehorse Road, Blackburn 3130

Ferdinand Zito & Associates
Solicitors
Suite 3, 251 Lower Heidelberg Road
East Ivanhoe VIC 3079
Tel: (03) 9497 1800
Fax: (03) 9497 1822
Ref: FZ:6291

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

105/18 Whitehorse Road, Blackburn 3130

Vendor's name

Gerard John Sullivan

Date

/ /

**Vendor's
signature**

Vendor's name

Elizabeth Anne Sullivan

Date

/ /

**Vendor's
signature**

**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:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

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:

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

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 ☐
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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

Copies Certificate of Title Volume 11822 Folio 082, Plan of Subdivision PS708593X, Owners Corporation Search Report, Whitehorse Land Information, Yarra Valley Water Information Statement, Owners Corporation Certificate and Information, Vic Roads, Land Tax Clearance, Planning Certificate, Whitehorse Building Approvals, Development Application Report, Residential Tenancy Agreement, GST Withholding Notice, Due Diligence Notice.

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

VOLUME 11822 FOLIO 082 Security no : 124085819555D
Produced 01/10/2020 10:29 AM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 708593X.
PARENT TITLE Volume 08030 Folio 124
Created by instrument PS708593X 23/09/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ELIZABETH ANNE SULLIVAN
GERARD JOHN SULLIVAN both of 21 HANORA CRESCENT CROYDON VIC 3136
AN201097C 20/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS200006V 27/05/2019
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 PS708593X 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: 18 WHITEHORSE ROAD BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 27/05/2019

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS708593X

DOCUMENT END

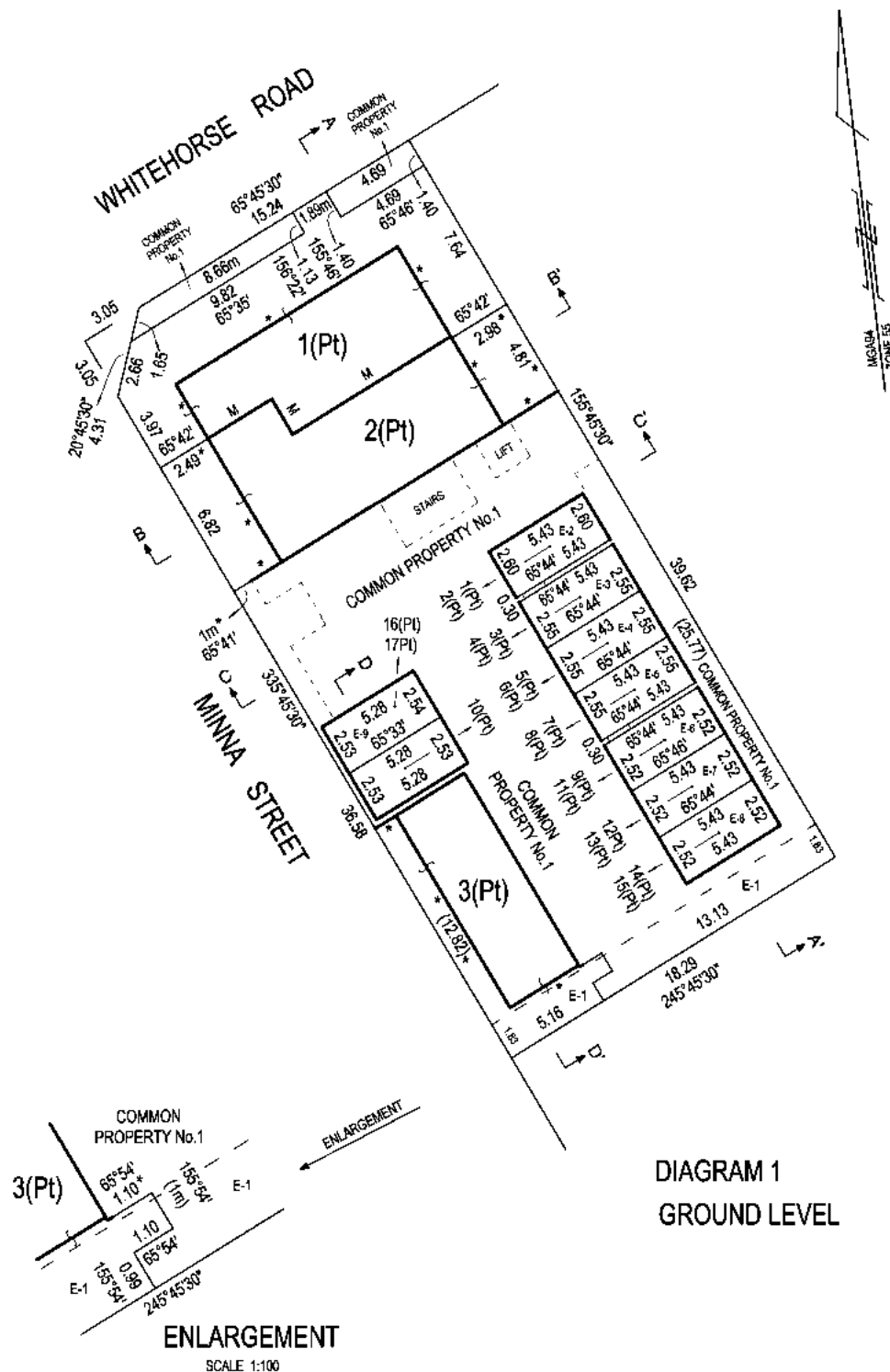
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Signed by Council: Whitehorse City Council, PP Ref: WH/2014/1245, Cert Ref: CRT/5874, Original Certification: 15/08/2016, S.O.C.: 15/08/2016

PLAN OF SUBDIVISION			LV USE ONLY EDITION 1	PS708593X
LOCATION OF LAND PARISH: NUNAWADING TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 85A (PART) CROWN PORTION: 85 (PART) TITLE REFERENCE: VOLUME 8030 FOLIO 124 LAST PLAN REFERENCE: LOT 26 on LP22165 POSTAL ADDRESS: 18 WHITEHORSE ROAD (At time of subdivision) BLACKBURN VIC 3130 MGA94 Co-ordinates E 336 240 (of approx centre of land in plan) N 5 815 540 ZONE: 55			COUNCIL NAME: WHITEHORSE CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: - MEDIAN - BOUNDARIES MARKED "M" EXTERIOR FACE - BOUNDARIES MARKED * INTERIOR FACE - ALL OTHER BOUNDARIES THE UPPER AND LOWER BOUNDARIES OF THE LOTS ARE DEFINED BY THE UNDERSIDE AND UPPER SURFACES OF THE CONCRETE RESPECTIVELY, UNLESS SHOWN OTHERWISE. ALL COLUMNS, PILLARS, INTERNAL SERVICE DUCTS & PIPE SHAFTS AND CAR STACKER MECHANISMS ARE DEEMED TO BE PART OF COMMON PROPERTY No. 1. THE POSITIONS OF SAID COLUMNS, PILLARS, SERVICE DUCTS AND PIPE SHAFTS AND CAR STACKER MECHANISMS ARE NOT NECESSARILY SHOWN ON THE DIAGRAMS HEREIN. COMMON PROPERTY NO. 1 IS ALL OF THE LAND IN THE PLAN EXCEPT FOR THE LOTS AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS THAT DEFINE BOUNDARIES DESCRIBED AS INTERIOR FACE. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORTS, INCLUDING RULES AND ADDITIONAL INFORMATION, FOR FURTHER DETAILS. DIMENSIONS SHOWN THUS: 2.49* ARE TO THE FACE OF THE RESPECTIVE WALLS.	
NIL	NIL		STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.: WH/2014/1245 DEPTH LIMITATION: DOES NOT APPLY. THIS IS A SPEAR PLAN. SURVEY: THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. NUNAWADING PM's 543 & 873 IN PROCLAIMED SURVEY AREA No.: -	
NOTATIONS				
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE & SEWERAGE	1.83	LP22165	LOTS IN LP22165
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-1	DRAINAGE	1.83	THIS PLAN	WHITEHORSE CITY COUNCIL
E-2	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-3	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 4 ON THIS PLAN
E-4	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 6 ON THIS PLAN
E-5	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 8 ON THIS PLAN
E-6	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 11 ON THIS PLAN
E-7	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 13 ON THIS PLAN
E-8	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 15 ON THIS PLAN
E-9	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 16 ON THIS PLAN
TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907		SURVEYORS FILE REF: 10352 PETER MICHAEL MCCARTHY VERSION: 8		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 6 PLAN REGISTERED TIME: 9:35AM DATE: 23/9/16 Assistant Registrar of Titles

PS708593X



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907
SURVEYORS FILE REF: 10352

SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

PETER MICHAEL MCCARTHY

VERSION: 8

ORIGINAL SHEET
SIZE: A3

SHEET 2

PS708593X

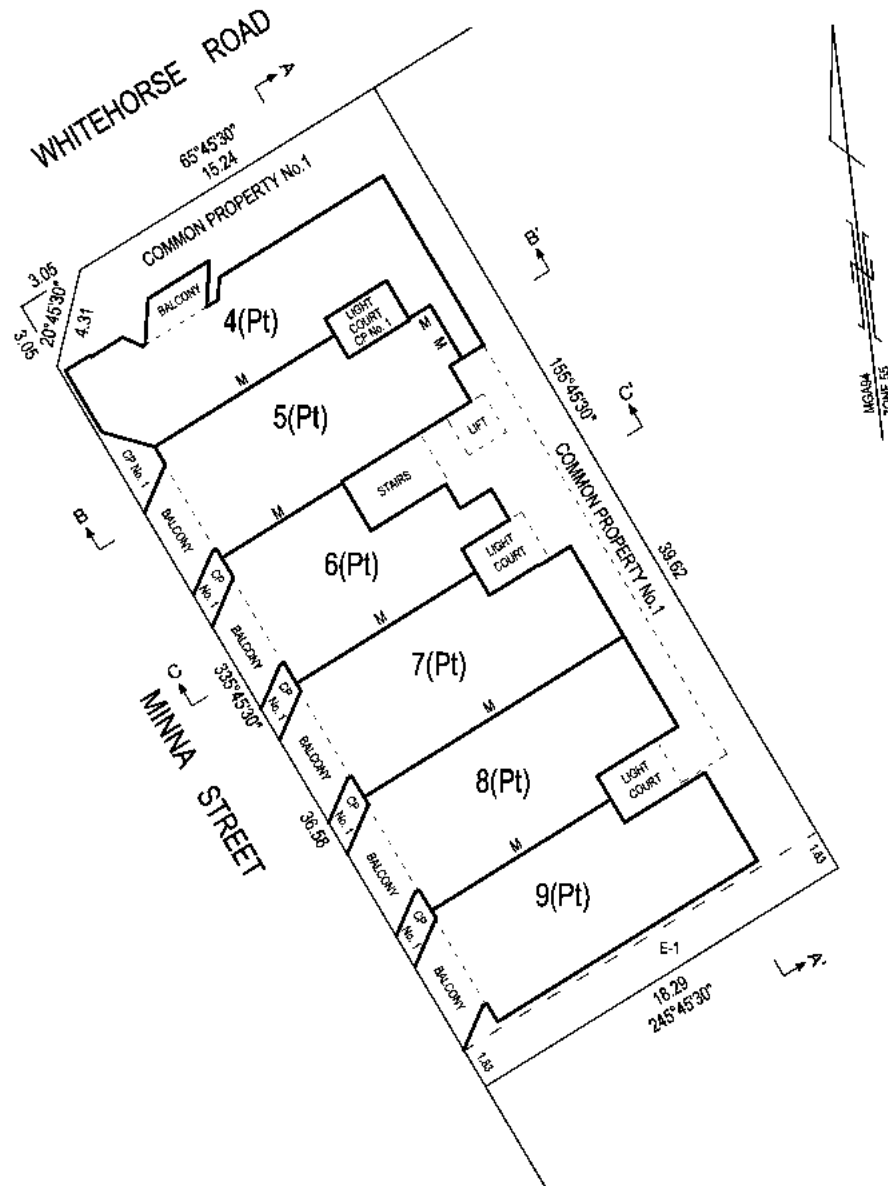


DIAGRAM 2
FIRST LEVEL

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907
SURVEYORS FILE REF: 10352

SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

PETER MICHAEL MCCARTHY

VERSION: 8

ORIGINAL SHEET
SIZE: A3

SHEET 3

PS708593X

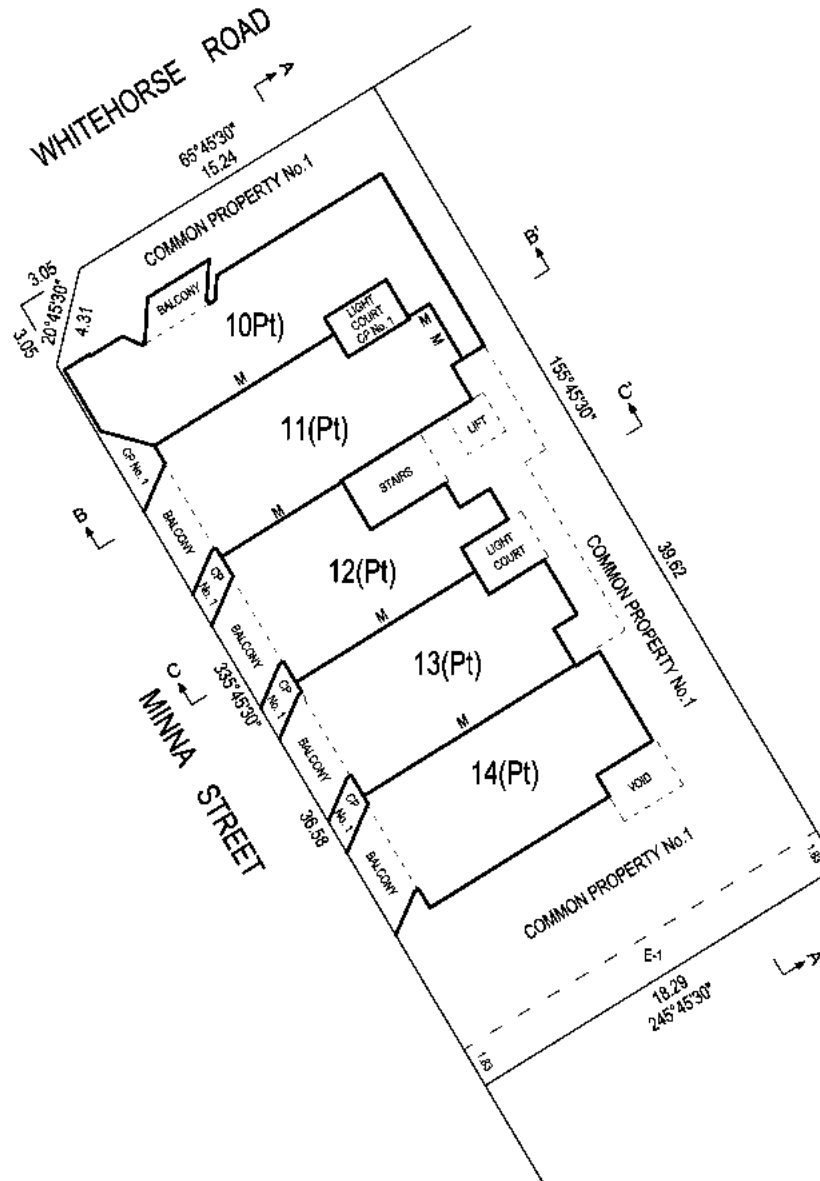


DIAGRAM 3
SECOND LEVEL

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907
SURVEYORS FILE REF: 10352

SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

PETER MICHAEL MCCARTHY

VERSION: 8

ORIGINAL SHEET
SIZE: A3

SHEET 4

PS708593X

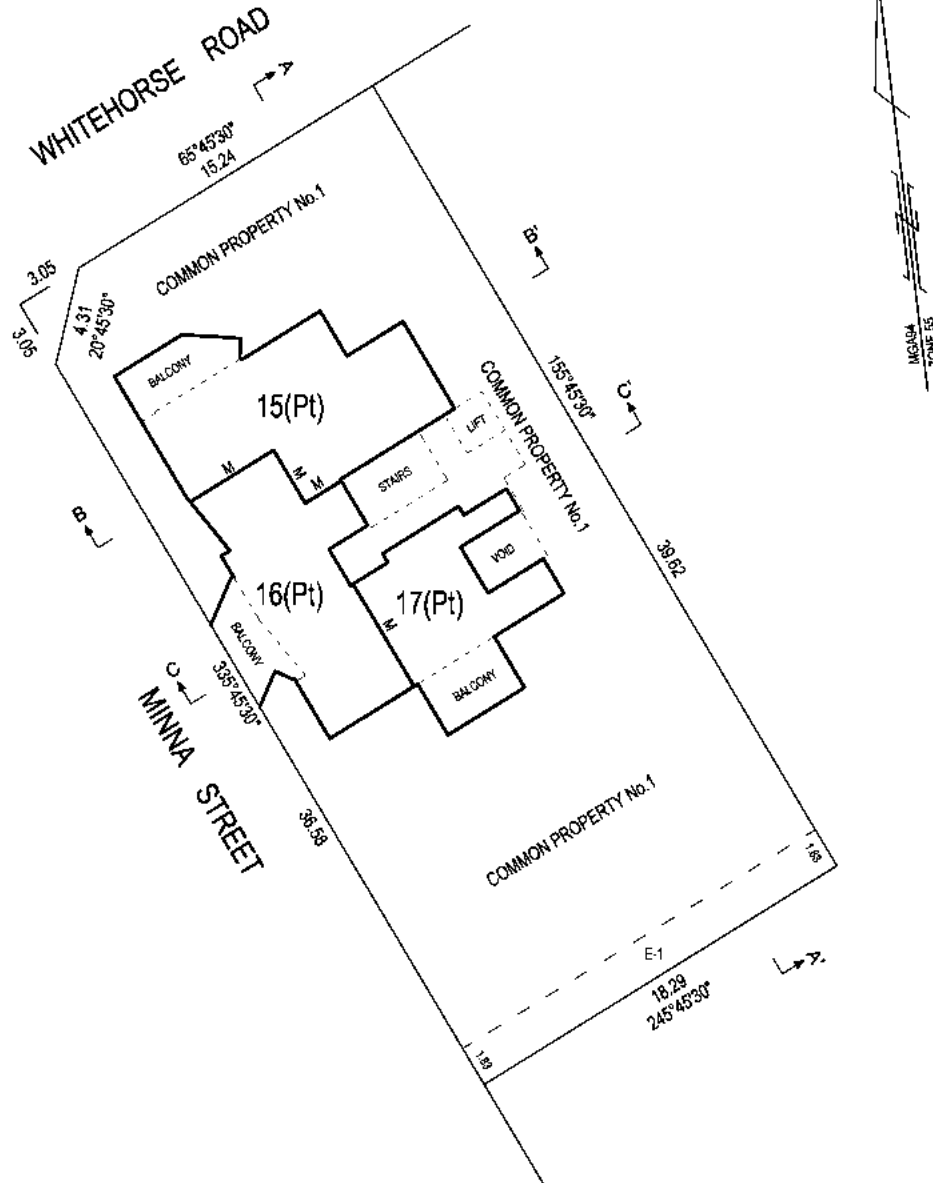


DIAGRAM 4
TOP MOST LEVEL

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907
SURVEYORS FILE REF: 10352

SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

PETER MICHAEL MCCARTHY

VERSION: 8

ORIGINAL SHEET
SIZE: A3

SHEET 5

Signed by: Peter Michael McCarthy (Terrain Consulting Group Pty Ltd) Surveyor's Plan Version (8) SPEAR Ref: S061746M 23/06/2016, Amended: 22/09/2016.



Plan of Subdivision PS708593X
Concurrent Certification and Statement of Compliance
(Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S061746M
Plan Number: PS708593X
Responsible Authority Name: Whitehorse City Council
Responsible Authority Permit Ref. No.: WH/2014/1245
Responsible Authority Certification Ref. No.: CRT/5874
Surveyor's Plan Version: 8

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: Nathaniel Man
Organisation: Whitehorse City Council
Date: 15/08/2016



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS708593X

The land in PS708593X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 17.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 4 578-598 NORTH ROAD ORMOND VIC 3204

OC032054V 23/09/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC032055T 23/09/2016

Additional Owners Corporation Information:

OC032054V 23/09/2016

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	20	20
Lot 2	20	20
Lot 3	20	20
Lot 4	20	20
Lot 5	20	20
Lot 6	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/10/2020 10:31:27 AM

OWNERS CORPORATION 1
PLAN NO. PS708593X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	20	20
Lot 8	20	20
Lot 9	20	20
Lot 10	20	20
Lot 11	20	20
Lot 12	20	20
Lot 13	20	20
Lot 14	20	20
Lot 15	20	20
Lot 16	20	20
Lot 17	20	20
Total	340.00	340.00

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

Statement End.



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

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

ABN: 39549568822

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 1162

Date of Issue: 9 October 2020

Applicant's Reference: 41457791-018-9

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: 10068081	Check Digit: 8
Property Description: Lot 8 PS 708593	
Property Address: 105/18 Whitehorse Road, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2020 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2020.

Site Value:	\$101,000
Capital Improved Value:	\$420,000
Net Annual Value:	\$21,000

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021 DECLARED BY COUNCIL 22 JUNE 2020

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021

General Rates	719.70
FSPL Fixed Charge	113.00
FSPL Variable Rate	22.65
TOTAL CURRENT LEVIED	\$855.35

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING \$639.00

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 2020/2021 rating year, due dates for instalments are 30 September 2020, 30 November 2020, 1 March 2021 and 31 May 2021. Due date for lump sum payment is 15 February 2021.

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 <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> 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: 0100680818
- 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.

9th October 2020

Ferdinand Zito & Associates C/- InfoTrack C/- LAND
LANDATA

Dear Ferdinand Zito & Associates C/- InfoTrack C/- LAND,

RE: Application for Water Information Statement

Property Address:	18 WHITEHORSE ROAD BLACKBURN 3130
Applicant	Ferdinand Zito & Associates C/- InfoTrack C/- LAND LANDATA
Information Statement	30556273
Conveyancing Account Number	7959580000
Your Reference	62091

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address 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	105/18 WHITEHORSE ROAD BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

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

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

NO PROPERTY SERVICES ENCUMBRANCES FOR THIS ADDRESS.

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	105/18 WHITEHORSE ROAD BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

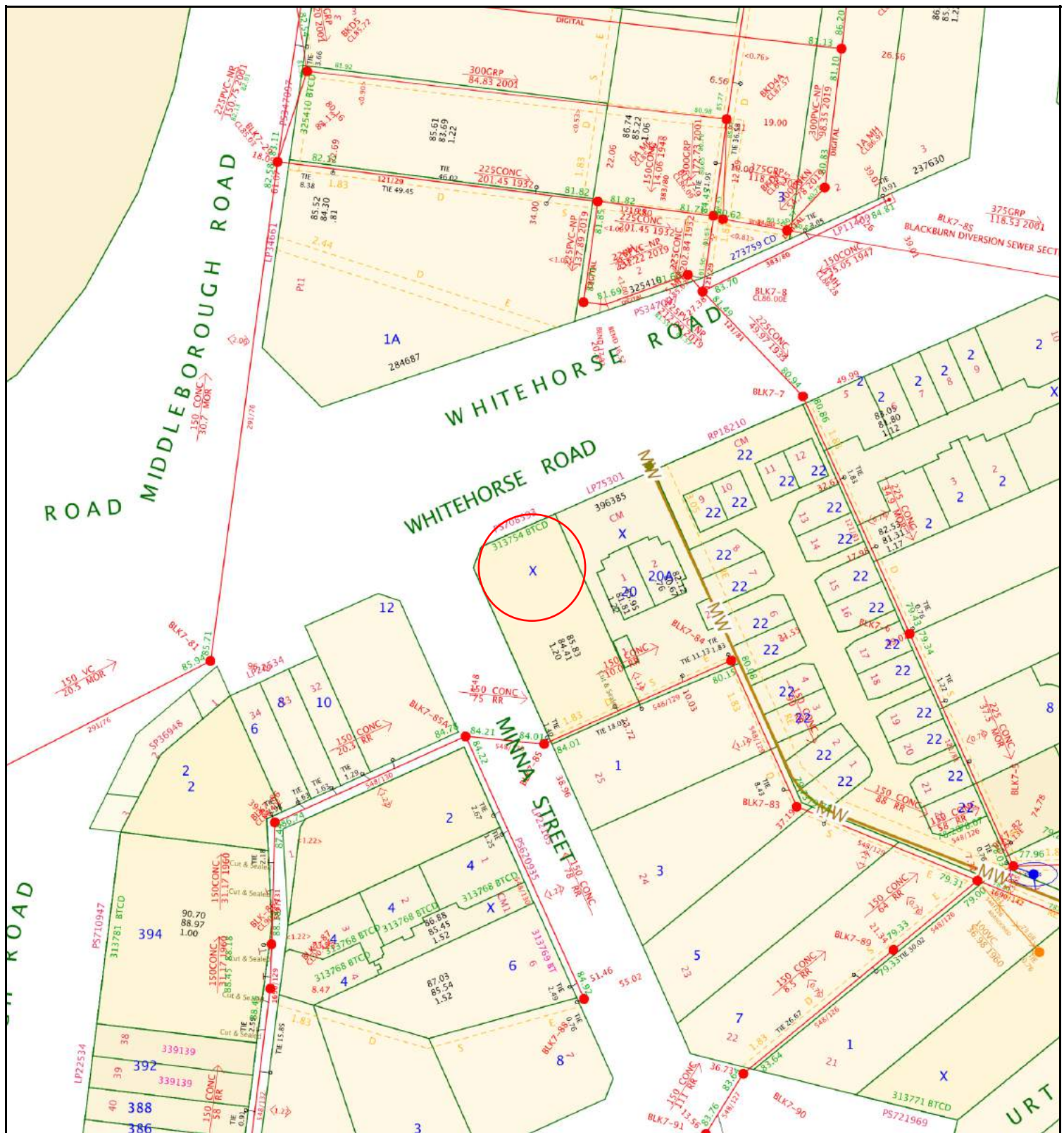
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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.



**Yarra Valley Water
Information Statement
Number: 30556273**

Address	18 WHITEHORSE ROAD BLACKBURN 3130
Date	09/10/2020
Scale	1:1000



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

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

Ferdinand Zito & Associates C/- InfoTrack C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8928325106
Rate Certificate No: 30556273

Date of Issue: 09/10/2020
Your Ref: 62091

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 105/18 WHITEHORSE RD, BLACKBURN VIC 3130	8\PS708593	5064963	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2020 to 31-12-2020	\$19.69	\$19.69
Residential Sewer Service Charge	01-10-2020 to 31-12-2020	\$115.51	\$115.51
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-10-2020 to 31-12-2020	\$26.29	\$26.29
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$161.49
Total Due			\$161.49

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.

Property No: 5064963**Address:** UNIT 105/18 WHITEHORSE RD, BLACKBURN VIC 3130**Water Information Statement Number:** 30556273**HOW TO PAY**Biller Code: 314567
Ref: 89283251064**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:** 5064963**Address:** UNIT 105/18 WHITEHORSE RD, BLACKBURN VIC 3130**Water Information Statement Number:** 30556273**Cheque Amount:** \$



Yarra Valley Water
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 9 April 2013

JASON MORRIS
THE O'NEILL GROUP
2 OXFORD ST
SOUTH YARRA VIC 3141

Reference Number: 4-385271
Installation Number: 16642112

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name: JASON MORRIS
Property Address: 18 WHITEHORSE ROAD BLACKBURN 3130

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

A handwritten signature in black ink, appearing to read 'J Byrne'.

John Byrne
Title: Development Officer
Phone: 9872 2559
Email: jbyrne@yvw.com.au

Thank you for your application to build the proposed units, rear demountable courtyard deck & demountable garbage room over the sewer/easement at the above property.

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

The work must be carried out in accordance with the attached registered plan(s).

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer. The centre line of the 150mm diameter sewer is located 1.14metres from the rear boundary and is approximately 2.31metres deep.

Any structural members, footings and piers crossing the sewer must have a minimum 600mm vertical clearance from the sewer. The footings may be arched to achieve this clearance.

Footings must be founded a minimum 200mm below a line drawn at 45 degrees from the invert of the sewer pipe.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The existing sewer branch is to be cut and sealed as a new 150mm sewer branch will be constructed from Manhole BLK7-85 as per the approval on case 3-300429 dated 9/4/2013.

CONDITIONS OF APPROVAL

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

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

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

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

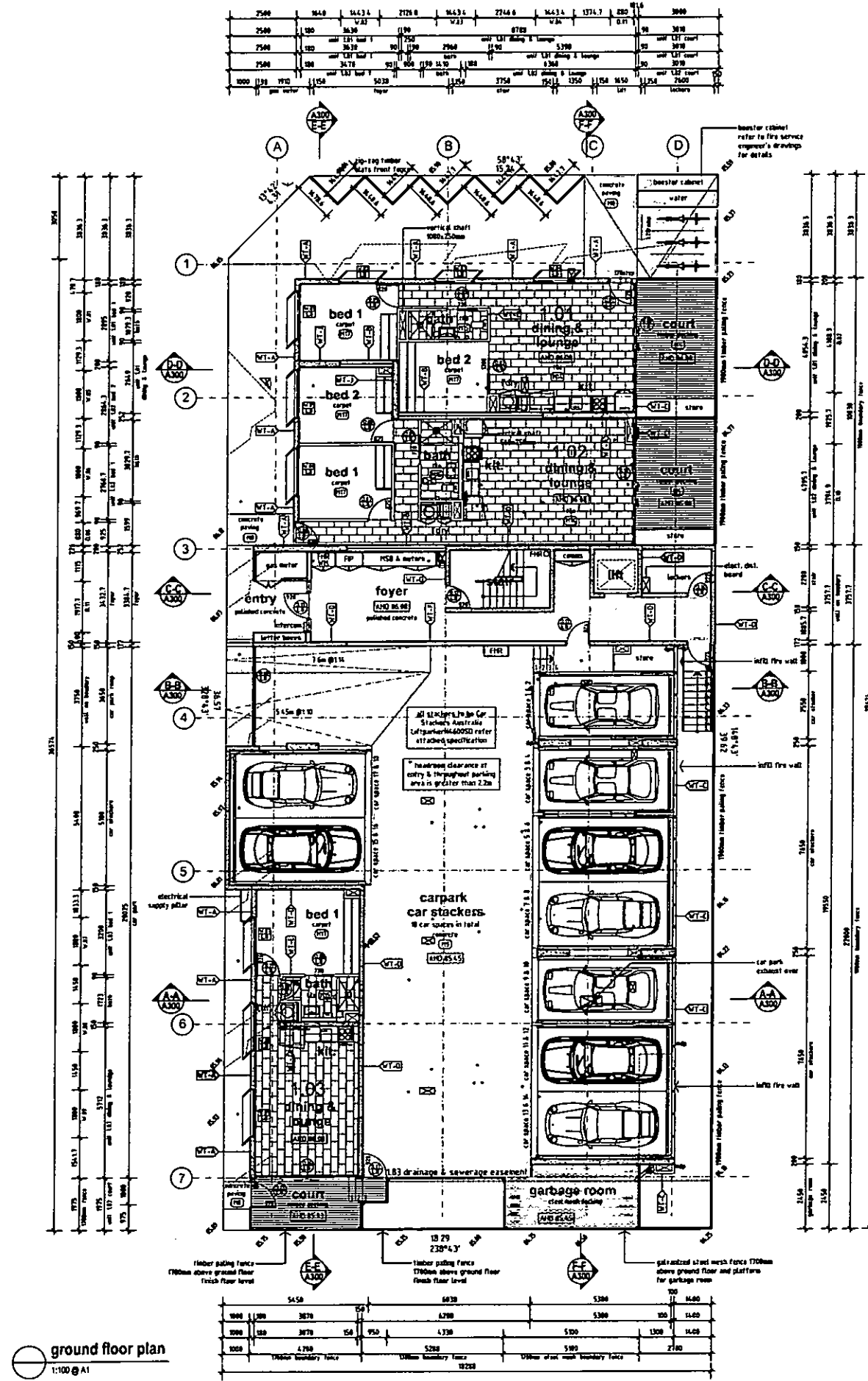
Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

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

A copy of our guidelines are available on our website at:

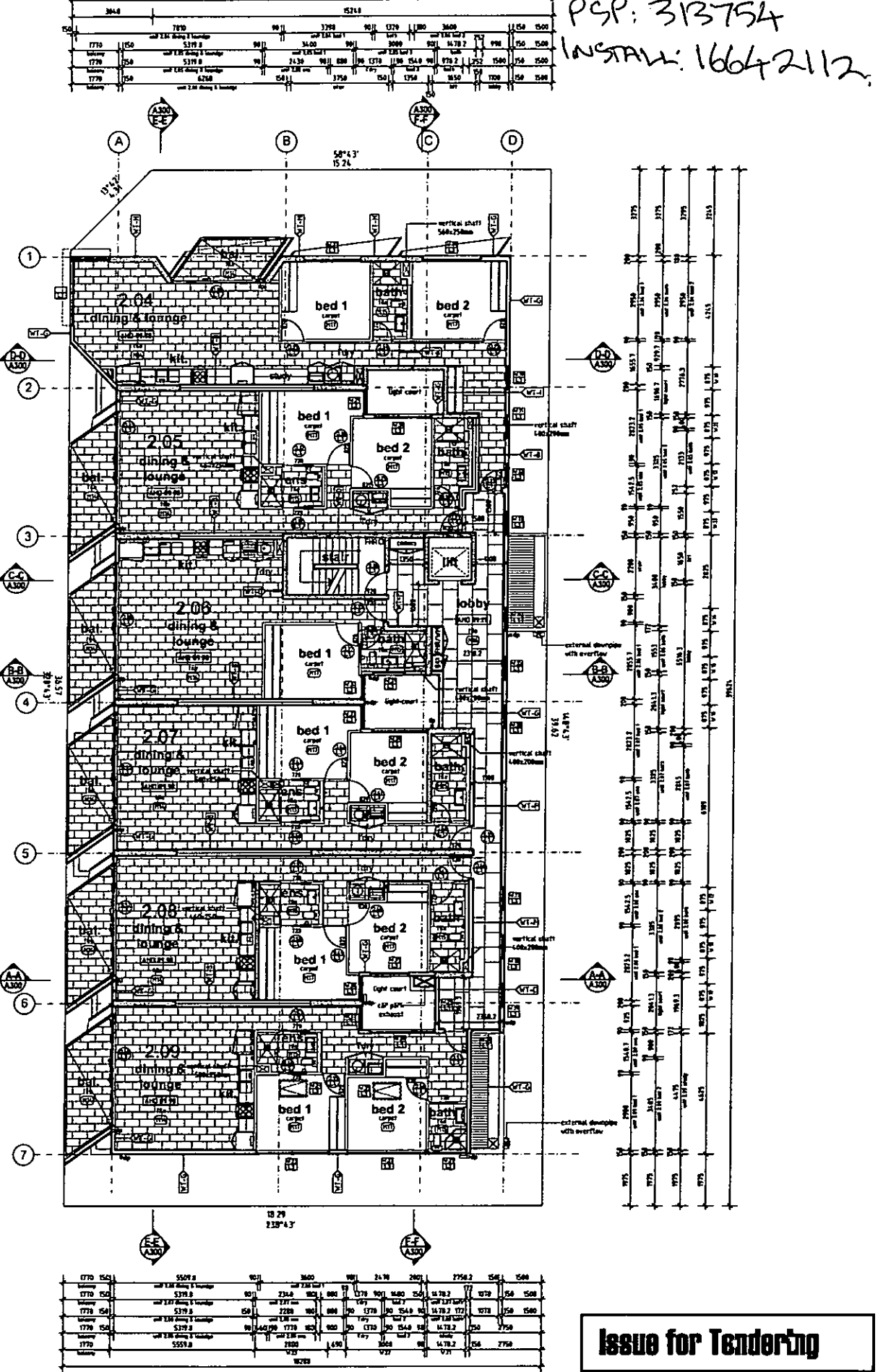
<http://www.yvw.com.au/Home/Inyourbusiness/Buildingorextending/index.htm>

I will be glad to answer any questions you may have and may be contacted on the number shown.



YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 9/4/13.
File No. 4-385274

first floor plan
1:100 @ A1



REVISION:	ISSUE:	CHECKED:	DATE:	CAD FILE:

This drawing is copyright and confidential apart from any fair dealings as permitted under the copyright. No part may be reproduced by any person without written permission of Kavellaris Urban Design, and is not to be used in any manner prejudicial to the interest of that company. This drawing and attached sheets remain the property of Kavellaris Urban Design unless otherwise specified. All dimensions are in millimeters and all drawing content must be verified on site prior to commencement of any work. In the event that there are any errors or discrepancies in the drawings the contractor must contact our office prior to commencement of work.

DRAWING LEGEND:
WD - WORKING DRAWINGS
TI - TENDER ISSUE-NOT FOR CONSTRUCTION
TP - TOWN PLANNING
SK - SCHEMATIC DESIGN
DD - DESIGN DEVELOPMENT

KAVELLARIS URBAN DESIGN		architecture interior planning urban design consultants 33 Victoria Parade, Collingwood 3066 • Vic Australia t: 61 3 9412 1118 f: 61 3 9412 1119 enquiries@kav.com.au www.kav.com.au	PROJECT No 11-0009
Ground and First Floor Plans		ADDRESS: 18 Whitehorse Road VIC Blackburn	
CLIENT: Roka Property Group Pty Ltd		DATE: 04/04/2013	
SCALE: as noted		REVISION: -	
SHEET: A100		REASON FOR ISSUE: Tender	

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

OC Number	708593X
Property	Lot 8/18 Whitehorse Rd, Blackburn VIC 3130, Australia
Vendor	
Purchaser	
Application Date	02/11/2020
Reference	
This certificate is issued for lot 4 Plan No. 4026	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT:

The information in this certificate is issued on date of generate 04-11-2020. To the best of our knowledge the information above is correct at the date shown but is subject to change daily.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- The current annual fees for the lot are Total Instalment payable, as follows:

Due Date	01/10/20 – 31/12/20	01/01/21 – 31/03/21	01/04/21 – 30/06/21	01/07/21 – 30/09/21
Amount	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

(The annual contribution fee is subject to change depending on the budget set for the year.)

(b) The date up to which the fees for the lot have been paid is :31/12/2020

- The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
Admin Amount Owing	0.00	Admin Amount Owing	0.00
Interest Due	0.00	Interest Due	0.00
Opening Balance Due	0.00	Opening Balance Due	0.00
Total Levies Due	0.00	Total Levies Due	0.00

- The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Amount	Details

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB:	183-334
Account Number:	286663752
Lot Reference:	8

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NONE TO THE BEST OF MY KNOWLEDGE

(f) The Owners Corporation has the following insurance cover:

Policy Number: HU0044602	Type: Residential	Broker: Aughtersons Insurance Brokers
Insurer: CHU Underwriting Agencies Pty Ltd	Premium: \$7,600.00	Paid On Date:
Policy Start Date: 23/09/2020	Next Due Date: 23/09/2021	
Building	Cover Amount: \$6,800,000.00	Excess Amount: Standard \$500.00
Catastrophe Insurance	Cover Amount: NA	Excess Amount: NA
Common Area Contents	Cover Amount: \$68,000.00	Excess Amount: Standard \$500.00
Fidelity Guarantee	Cover Amount: \$100,000.00	Excess Amount: Standard \$500.00
Legal Expenses	Cover Amount: \$50,000.00	Excess Amount: Standard \$500.00
Loss of Rent	Cover Amount: \$1,020,000.00	Excess Amount: Standard \$500.00
Lot Owners Fixtures & Improvements	Cover Amount: \$250,000.00	Excess Amount: Standard \$500.00
Machinery Breakdown	Cover Amount: \$50,000.00	Excess Amount: Standard \$300.00 Car Stacker \$5,000.00
Office Bearers Liability	Cover Amount: \$250,000.00	Excess Amount: Standard \$500.00
Public Liability	Cover Amount: \$20,000,000.00	Excess Amount: Standard \$500.00
Audit Fees	Cover Amount: \$25,000.00	Excess Amount: Standard \$500.00
Appeal Expenses	Cover Amount: \$100,000.00	Excess Amount: Standard \$500.00

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation as at 29-10-2020

Administrative Fund	Maintenance Fund	Unallocated Balance	Total
\$ 17,068.28	\$ 0.00	\$ 0.00	\$17,068.28

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: NONE TO THE BEST OF MY KNOWLEDGE

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

If so, then provide details: NONE TO THE BEST OF MY KNOWLEDGE

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

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with Campbell Corporate Services

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 29-10-2020

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: **NONE TO THE BEST OF MY KNOWLEDGE**

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minute of the last annual general meeting of the owners corporation

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90-day period has lapsed an application must be made for a new certificate.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date: 04-11-2020

This owners corporation certificate was prepared by:



Lucas Taylor
4 / 596 North Rd Ormond VIC 3204
Ph. 03 9575 8000 Fax: 03 9578 2246
lucas@campbellcs.com.au



Owners Corporations Regulations 2018 Reg. 17
STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation. 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.

Owners Corporations Regulations 2018
S.R. No. 154 /2018
MODEL RULES FOR AN OWNERS CORPORATION

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 his or her 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.

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 his or her 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**.

OWNERS CORPORATION PS 708593X
MINUTES OF THE ANNUAL GENERAL MEETING
18 WHITEHORSE ROAD BLACKBURN
Held on Tuesday the 26th of November 2019 at 6.00 pm
At U203 - 18 Whitehorse Road
Blackburn VIC 3130

1 ATTENDANCE

Members Present:

Lot 1 Mr D Chan via conference call
Lot 3 Ms F Youlten
Lot 6 Ms Danlan Zhu
Lot 8 Ms G Sullivan
Lot 9 Ms K Rochjadi
Lot 10 Mr I Plessias
Lot 12 Mr M Colless

Proxy:

Lot 13 Mr D Plessias represented by Mr I Plessias
Lot 15 K Gerasimidis represented by Mr I Plessias
Lot 16 Mr A Romanidis represented by Mr I Plessias
Campbell Corporate Services was represented by Achini Fernando.

Quorum

A quorum was present.

CHAIRPERSON: Achini Fernando was elected to chair the meeting

MINUTES: Achini Fernando

ENTITLEMENT TO VOTE: All except 2 Lots

2 MINUTES

It was **resolved** by simple majority to accept the minutes of the last Annual General Meeting held on 24/10/2018 as a true and accurate record of the meeting.

3 MANAGERS REPORT

It was **resolved** by simple majority to accept the Manager's Report.

It was **resolved** by simple majority that the Owners Corporation delegates to the Manager all of the powers and functions of the Owners Corporation that are necessary to enable the Manager to perform their duties in accordance with those of the *Owners Corporation Act 2006* and the Contract of Appointment.

It was **resolved** by simple majority to allow the Owners Corporation Manager to store the Owners Corporation Common Seal electronically.

It was **resolved** by simple majority that the Seal may be applied electronically in accordance with the Electronic Transactions (Victoria) Act; in particular Section 9 regarding the use of electronic signatures when witnessing the affixation of the Common Seal.

The Common Seal was used in the last financial period for Owners Corporation Certificates (3 issued) and the Contract of Appointment.

4 CONSIDERATION OF COMMITTEE REPORT

No report was tabled. The Members dealt with matters as they arose during the course of the year.

Election of Committee:

It was **resolved** by simple majority that the Committee is appointed as follows: Ms F Youlten; Mr G Sullivan; Ms K Rochjadi; Mr M Colless and Mr D Wadsworth and appoint Mr M Colless as Chairperson of the Committee.

Other matters relating to the property should first be reported to the Chairperson or Committee Member and the Chairperson will communicate with us as necessary. Your elected Committee can be contacted as detailed below
Mr Malcolm Colless E: malcolmc@tfm.com.au

All duties and functions that can be delegated to the Committee are delegated to the Committee, with exception of producing Owners Corporation Certificates.

It was **resolved** by simple majority to elect the Committee as the Grievance Committee.

It was **resolved** by simple majority that Campbell Corporate Services is authorised to handle any emergency items that arise without reference to Members and to raise a levy as may be required to pay for such work.

5 MAINTENANCE

Campbell Corporate Services requires that all contractors used on common property are registered builders or hold Public Liability insurance. It is strongly recommended any owner using contractors on private property should confirm the contractor has Public Liability insurance cover.

- **Cleaning of grates in the light well** – The members discussed the need for the cleaning of the grates at the property. It was **resolved** that the committee will arrange for the cleaning to be done by the preferred contractor.
- **Gutter cleaning** – It was **resolved** by the members that the cleaning of the gutters at the property will be carried out, together with the cleaning of the grates and the committee to arrange for the works as required.
- **Window Cleaning** – It was **resolved** that the committee will consider the quotations obtained and provide instructions to the manager accordingly.
- **Unit G03 Water damage** – It was **resolved** that the committee arrange for the flashing works required to be carried out in the area next to unit 105 Balcony, to stop the water penetration into unit G03.
- **Caretaker Scope of works** – It was **resolved** that the committee review the caretaker's scope of works and adjust as needed and advise manager of any changes required.

6 COMPLAINT & DISPUTE RESOLUTION REPORT

No Formal Complaints have been received since the date of the last AGM.

7 OH&S, ASBESTOS AND ESM

It was **resolved** by simple majority **not to** proceed with an OH&S audit.

Members should report any maintenance requirements or hazard that may develop on the common property to Campbell Corporate Services.

Asbestos Audit

Mandatory requirement for all workplaces – some exceptions will apply for residential premises, however, common areas are currently deemed a workplace under the OH&S Act 2004 and Common Law.

The audit is required to identify all asbestos containing materials (ACM) on-site and to record the findings in a register. It is recommended the common areas of buildings constructed before 2004 undertake this audit. An asbestos register must be updated every 3 to 5 years and upon any works being carried out on common property.

The date of the strata plan is 2016.

It was **resolved** by simple majority **not to** proceed with an asbestos audit to the common areas.

Essential Safety Measures (ESM)

It is a mandatory requirement for all buildings (with the exception of class 1A residential developments) to conduct regular inspections and service the ESM applicable to the development.

The responsibility of the Lot Owner is to ensure;
An operational smoke detector is installed in accordance with legislation within their residential unit.
Report to the manager if there are any penetrations within their private unit
Check the condition of the fire doors to their private unit

Linkfire currently conduct regular inspections in accordance with the appropriate building regulations and the Occupancy Permit. ADT monitor the fire panel, Motion Elevators service and maintain the lift and Klaus service and maintain the car stackers. A copy of their reports are held in CCS office.

8 CONSIDERATION OF FINANCIAL MATTERS

ARREARS REPORT:

At the time of the Annual General Meeting 1 lot owner was in arrears for the current period, and 1 lot owner was in arrears for a term longer than the current period.

PENALTY INTEREST AND DEBT RECOVERY:

It was **resolved** by simple majority to authorise Campbell Corporate Services as Manager to take all steps necessary for the recovery of outstanding fees, levies and other charges due by a Lot Owner to the Owners Corporation, including commencing proceedings in the Victorian Civil and Administrative Tribunal. The Manager and/or the Committee of the Owners Corporation shall have the power to appoint a lawyer to act on behalf of the Owners Corporation in relation to any debt recovery action taken.

It was **resolved** by simple majority that a Lot Owner shall pay on demand by the Owners Corporation all legal costs on a solicitor client basis, and any other disbursements, incidentals, client costs, expenses or charges, which the Owners Corporation incurs or expends in consequence of any default by the Lot Owner in the payment of outstanding fees, levies and other charges due by a Lot Owner in default to the Owners Corporation.

It was **resolved** by simple majority to activate, after **30 days**, penalty interest charges on any amount payable by a Lot Owner to the Owners Corporation and not paid by the due date, at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic).

INCOME & EXPENDITURE STATEMENT:

It was **resolved** by simple majority to accept the income and expenditure statement and balance sheet for the period **01/10/2018 to 30/09/2019**.

9 DETAILS OF INSURANCE VALUATION AND REVIEW

Decisions on suitable building cover need to be made by the Members of an Owners Corporation, with reference to the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) that apply to the selected insurance product. These are available upon request from the office of Campbell Corporate Services.

Due to the provisions of the Financial Services Reform Act, CCS is not permitted to offer any personal advice that relates to a particular Owners Corporation's sum insured, about whether an insurance product is suitable for an Owners Corporation nor do anything that could influence that Owners Corporation to insure with a particular insurer. The Owners Corporation must make that decision on its own.

Last Valuation

Last Insurance valuation – 15/08/2018 valued at \$6,800,000

Under the Owners Corporation ACT 2006: Section 59. Reinstatement and replacement insurance:

An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property in accordance with this Division.

CCS recommends this can be achieved through a professional property insurance valuation. Underwriters recommend a valuation be UPDATED every 3-5 years.

Current Insurance

Current insurance is held via Aughtersons Insurance Brokers P/L with CHU Underwriting Agencies P/L underwritten by QBE Insurance (Australia) Ltd for the period 23/09/2019 to 23/09/2020 for the following sums insured:

Buildings	: \$6,800,000
Public liability	: \$20,000,000
Common contents	: \$68,000
Office bearer's liability	: \$250,000

Excess : \$500

Valuation

It was **resolved** by simple majority **not to** obtain a professional property insurance valuation.

Renewal

It was **resolved** by simple majority that the Owners Corporation obtain quotations prior to renewal of the policy at the current amount for the period 23/09/2020 to 23/09/2021 and forward to the committee for instructions.

If no instructions are received Campbell Corporate Services is to renew at current amounts with the current insurer.

The CHU Residential PDS (Policy Terms and Conditions) has been updated, effective for all renewals from 1/03/2018 onwards. The new PDS is available from our office and/or on the CHU website for your review; together with an explanatory information sheet "Summary of Key Changes" to the policy coverage the previous year.

<http://www.chu.com.au/>

It was **resolved** by simple majority that if insufficient funds are held to cover the cost of additional premium, a levy will be raised for the required amount, payable 28 days from the date of notice.

Excess

It was **resolved** by simple majority that the payment of the excess imposed on all claims will be:

1. For claims made on the Owners Corporation insurance, the excess is payable by the proprietor or occupier making the claim unless otherwise agreed in advance by the Owners Corporation.
2. The Owners Corporation will only be responsible for the excess on an insurance claim where the damage or insurable event has been caused by an act or omission on or from common property or a common property service.
3. A lot owner will be liable for payment of the excess on an insurance claim where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

10 BUDGET & MAINTENANCE ACCOUNT

It was **resolved** by simple majority to accept the proposed budget of **\$66,662** for the period **01/10/2019-30/09/2020**.

Refer to the adopted budget.

Campbell Corporate Services recommends having 50% of the insurance expense in the Owners Corporation fund as a provision for emergencies. Having the fund fall into deficit will increase administration expenses for your property.

FEES

It was **resolved** by simple majority that the Owners Corporation fees from the period commencing **06/01/2020** until further notice will increase to **\$17,000 per quarter** payable in advance in accordance with lot liability.

LEVIES

It was **resolved** by simple majority to strike a Deficit levy to cover the expenses exceeding the budget for the amount of **\$1,000 per lot** due on **11/12/2019**.

11 APPOINTMENT OF MANAGER

It was **resolved** by simple majority that Campbell Corporate Services be retained as Owners Corporation Manager for **OWNERS CORPORATION PS 708593X** for **one year** at a fee of **\$5,355 including GST**.

It was **resolved** by simple majority that the Common Seal of the Owners Corporation be affixed to the Contract of Appointment.

It was **resolved** by simple majority that two Members of the **OWNERS CORPORATION PS 708593X** witness the affixing of the Common Seal of the Owners Corporation to the contract of appointment of the Manager, in accordance with s.20 and s.21 of the Owners Corporation Act 2006.

12 OTHER BUSINESS

Thanks were expressed to Mr M Colless for the use of his unit for the meeting.

Next AGM: October-November 2020

Venue: TBC

Time: TBC

There being no further business the meeting closed at: 7.55 p.m.

Conditions of Agreement

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 installment 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 Authority within 5 business days of receiving the BOND

FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 in 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 in the date specified in item 13 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/AGENT 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 in to occupation of the premises.
- (b) The TENANT shall keep the premises in a reasonably clean condition during the period of the Agreement.

5. **USE OF PREMISES**

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

LEASE SCHEDULE

- Item 1: DATE OF AGREEMENT: 16th OCTOBER, 2019
- Item 2: LANDLORD: GERARD AND ELIZABETH SULLIVAN
C/- HOME AU REAL ESTATE MELBOURNE
- Item 3: AGENT: HOME AU REAL ESTATE MELBOURNE
18 STOKES STREET
PORT MELBOURNE
Telephone: (03) 9826 8680 FACSIMILE: (03) 9826 6947
Email: agiannakis@homeau.net.au
- Item 4: TENANT 1: JESSE ANTHONY AND STUART CRAM
- Item 5: PREMISES: 105/18 WHITEHORSE ROAD, BLACKBURN VIC 3130
Including chattels and attached inventory list if applicable
- Item 6: RENTAL: \$1934 per calendar month payable on or before the 1ST of every month (\$445pw) and one month in advance at all times via Bpay or bank transfer into our account.
- Item 7: COMMENCING ON: 16th OCTOBER, 2019
- Item 8: RENTAL PAYMENTS: PAYABLE VIA BPAY TO HOME AU REAL ESTATE MELBOURNE
- Item 9: BOND: \$1868 ALREADY HELD AT THE RTBA
- Item 10: URGENT REPAIRS: The Landlord authorises the Agent to undertake urgent repairs in accordance with the Residential Tenancies Act 1997 up to \$1,800 (plus GST).

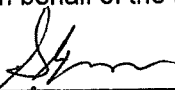
FIXED TERM AGREEMENT

- Item 11 TERM: 24 Months
- Item 12 COMMENCEMENT DATE: 16th OCTOBER, 2019
- Item 13 TERMINATION DATE: 15TH OCTOBER 2021

SIGNED by the LANDLORD:


for and on behalf of the Landlord by A Giannakis

In the presence of (Witness):

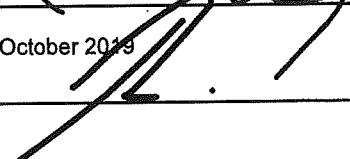



SIGNED by the TENANT:

Date

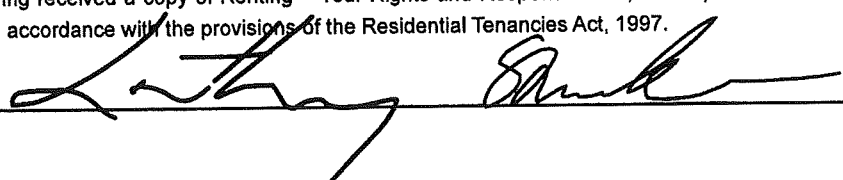
02 October 2019

In the presence of (Witness):



The TENANT hereby acknowledges having received a copy of Renting – Your Rights and Responsibilities, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.

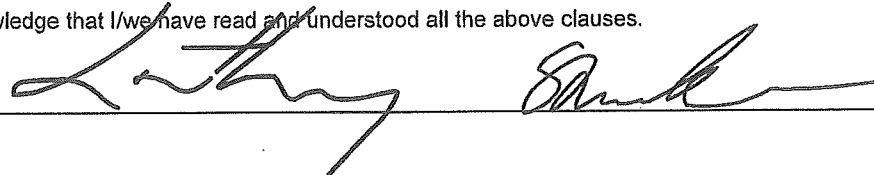
SIGNED by the TENANT:



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 use the BOND or any part of the BOND as rent paid in respect to 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 any other equipment used and to fully reinstate the premises or common property.
35. The TENANT must:
- (a) check each smoke detector in the PREMISES regularly 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 1 January each year (or earlier if this becomes necessary).
 - (c) Immediately notify the LANDLORD/AGENT of any faulty smoke detector (and confirm this advice to the LANDLORD/AGENT IN WRITING THE SAME DAY).
36. The TENANT acknowledges that the TENANT should insure their possessions. The TENANT also acknowledges that the LANDLORD'S insurance policy will not provide cover for such possessions.
37. Should the TENANT find it essential to vacate the premises before the expiry date of the lease, he/she will:
- (a) Immediately inform the AGENT of his/her desire to do so in writing and ask them to find an acceptable person or persons to whom the lease could be assigned or who will execute a new lease.
 - (b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy, and agree to pay any different or shortfall of rental if the property is re-let at a lower rate.
 - (c) Pay the AGENT a re-letting fee, equivalent to the letting fee stipulated in the signed Authority.
 - (d) Leave premises clean and undamaged.
 - (e) Pay all advertising costs that are incurred by the LANDLORD to the value of \$395
 - (f) Pay all National Tenancy Database costs at \$15 per applicant
38. Any costs incurred by the AGENT to retrieve rental arrears shall be met by the TENANT.
39. The TENANT is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid.
40. The TENANT will at his/her own expense, at the termination of the lease [whatever the cause of the termination may be] have the carpet professionally steam cleaned by a carpet reputable cleaning contractor and provide the AGENT with an invoice/receipt for such work. The cleanliness of the carpet as stated on the condition report completed at the commencement of the tenancy will be taken into consideration.
41. The TENANT acknowledges that repairs to any appliances included in the premises due to the tenant's misuse or negligence will be at the TENANT'S expense.
42. In the event that there is TENANT TRANSFER required during the tenancy, there is an administration fee of \$150 inclusive of GST payable per transfer and further acknowledges that the outgoing tenant is responsible for arranging completion of all transfer documents which include Bond tenant transfer form and Tenancy Application for the incoming tenant. The fee is payable with the lodgement of the transfer documentation, please note that the transfer will not take place until this payment is made.
43. The TENANT acknowledges that the property is a 'smoke free zone' and all smoking must be outside of the property.
44. The TENANT acknowledges that the rental must be paid in full on the due date and one month in advance at all times.
45. The TENANT acknowledges that it is their responsibility to ensure that the electrical switch is in the 'off' position prior to connecting the electricity. They are aware that the AGENT or LANDLORD are not liable or responsible if there are any charges for not ensuring it is set correctly.
46. The TENANT is responsible for checking and relighting pilot lights on all gas appliances, such as Gas Hot Water systems, Gas Heating Units and Gas Ovens before reporting faults to the Agent. If a tradesperson is sent by the AGENT to relight a pilot light, the TENANT will be liable for all costs.

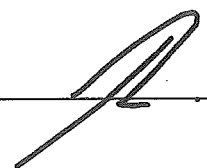
I/We hereby acknowledge that I/we have read and understood all the above clauses.

TENANT/S:



DATE: 02 October 2019

WITNESS:



LOTSEARCH REFERENCE
LS015340 ER

DATE OF REPORT
09 Oct 2020 10:11:18

CLIENT ID
73367298

ADDRESS
18 Whitehorse Road, Blackburn, VIC
3130

LAND AREA
720m²

COUNCIL
Whitehorse City Council



LOTSEARCH
ENVIRONMENTAL

LOT/PLAN
Lot 8, PS708593

Disclaimer:

The purpose of this report is to provide an overview of some of the site history and environmental risk information available, affecting the site as defined by the boundary shown on the site aerial plan (page 3) and maps within this report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order form rather than any address supplied in the order form.

You accept that Lotsearch may omit some of the lot and plan information supplied in the order form to identify the relevant site for the report.

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

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

You should obtain independent advice before you make any decision based on the information within the report.

The detailed terms applicable to the use of this report are set out at the end of this report.

Whilst Lotsearch believes Third Party Content to be reliable and has made every effort to map data from the Third Party Content in this report as accurately as possible, some feature boundaries have been inferred from Third Party Content.



LOTSEARCH

ENVIRONMENTAL

Contaminated Land Search

Data Summary

This report provides information collated from Environment Protection Authority registers and datasets that relate to your site or the surrounding area.



EPA Contaminated Land

No: No records from the EPA priority sites register or other remedial notices have been identified within the surrounding area (100m)



EPA Audits and Groundwater Restrictions

Off-site Yes: An EPA environmental audit or groundwater quality restricted use zone has been identified within the surrounding area (100m)



PFAS Investigation & Management

No: No records from a PFAS investigation or management program have been identified within the surrounding area (100m)



EPA Licences and Works Approvals

No: No records from the EPA licence or works approvals datasets have been identified within the surrounding area (100m)



EPA Landfill and Waste

No: No records from the EPA Landfill register or Prescribed Industrial Waste dataset have been identified within the surrounding area (100m)

LOTSEARCH REFERENCE
LS015340 ER

REPORT DATE
09 Oct 2020 10:11:18

CLIENT ID
73367298

ADDRESS
18 Whitehorse Road, Blackburn, VIC 3130

AREA
720m²

COUNCIL
Whitehorse City Council

LOT/PLAN
Lot 8, PS708593

CUSTOMER SUPPORT

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au

Site Aerial Image 2020

18 Whitehorse Road, Blackburn, VIC 3130



LEGEND

-  Site Boundary
-  Buffer 100m

Data Source Aerial Imagery:
© Aerometrex Pty Ltd

Projected Coordinate System:
GDA 1994 MGA Zone 55



Section 1: EPA Priority Sites & Pollution Notices

18 Whitehorse Road, Blackburn, VIC 3130

Current EPA Priority Sites Register

Sites on the current EPA priority sites register that exist within the dataset buffer:

Map Id	Notice No	Address	Suburb	Issue	Location Confidence	Dist (m)	Dir
N/A	No records in buffer						

Priority Sites Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Section 1: EPA Priority Sites & Pollution Notices

18 Whitehorse Road, Blackburn, VIC 3130

Former EPA Priority Sites & Other Pollution Notices

Sites within the dataset buffer that have been issued a Pollution Notice:

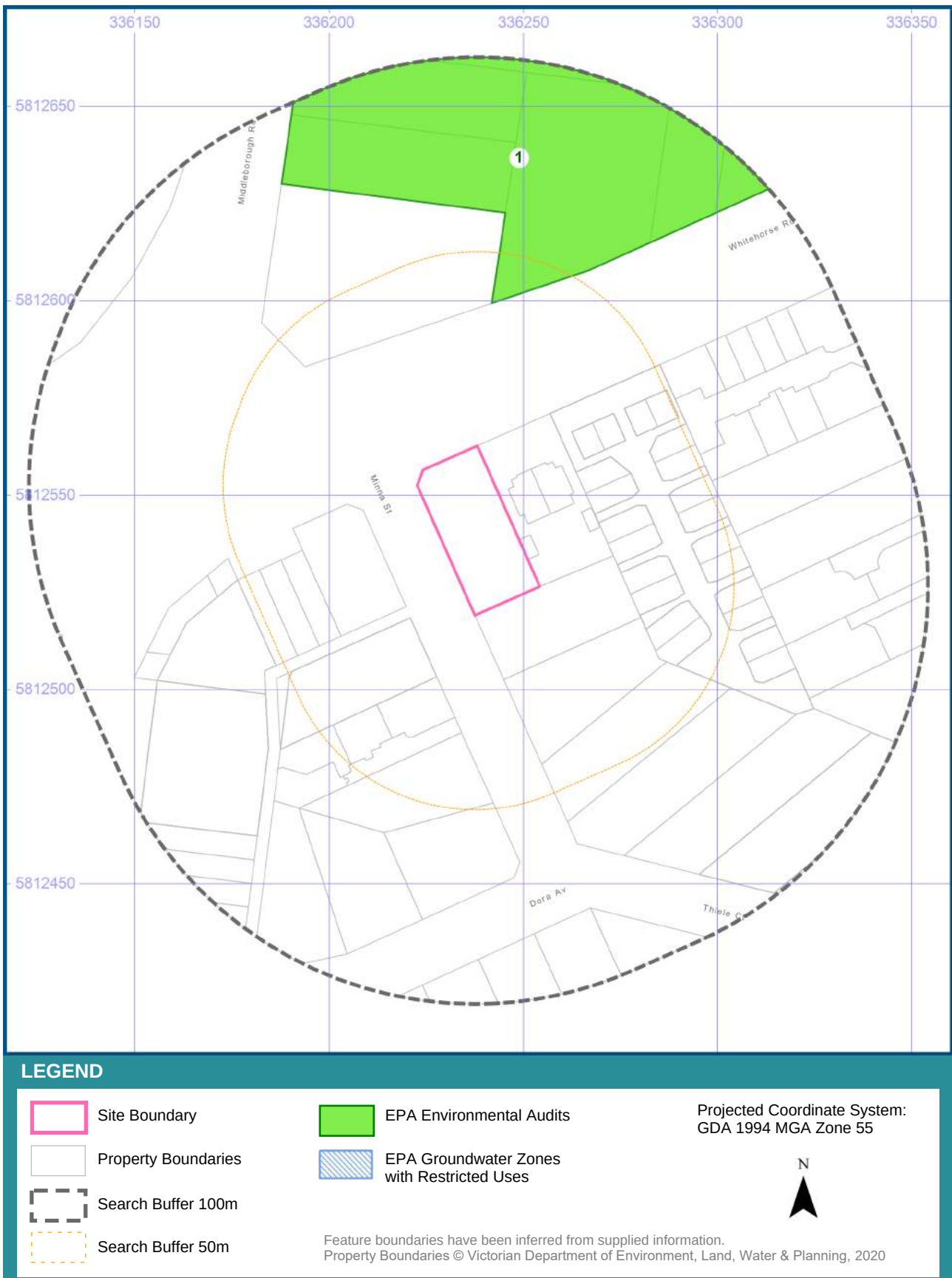
Note. Due to pollution notices being revoked and removed from published lists this is not an exhaustive list of all past pollution notices.

Map Id	Notice No	Notice Type	Company	Address	Suburb	Status	Issue	Date Issued	Loc Conf	Dist (m)	Dir
N/A	No records in buffer										

Pollution Notice Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Section 2: EPA Environmental Audit Reports & GQRUZ

18 Whitehorse Road, Blackburn, VIC 3130



Section 2: EPA Environmental Audit Reports & GQRUZ

18 Whitehorse Road, Blackburn, VIC 3130

EPA Environmental Audit Reports

EPA environmental audit records that exist within the dataset buffer:

Note. Please click on CARMS No. to activate a hyperlink to online documentation. If link does not work, documentation may still be accessible via the EPA Interaction Portal.

Map Id	CARMS No	Transaction No	Site	Address	Suburb	Date Completed	Location Confidence	Dist (m)	Dir
1	69220-1	8003126	3 WHITEHORSE RD	3 WHITEHORSE RD	BLACKBURN	2015-08-17	Premise Match	37m	North

Environmental Audit Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Section 2: EPA Environmental Audit Reports & GQRUZ

18 Whitehorse Road, Blackburn, VIC 3130

EPA Groundwater Quality Restricted Use Zones

EPA GQRUZ records that exist within the dataset buffer:

Note. Please click on CARMS No. to activate a hyperlink to online documentation.

Map Id	CARMS No	EPA Id	Site History	Site Address	Restricted Uses	Status	Location Confidence	Dist (m)	Dir
N/A	No records in buffer								

Environmental GQRUZ Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Section 3: PFAS Investigation & Management Programs

18 Whitehorse Road, Blackburn, VIC 3130

EPA PFAS Site Investigations

Sites being investigated by the EPA for PFAS contamination within the dataset buffer:

Map Id	Site Name	Address	Location Confidence	Distance (m)	Direction
N/A	No records in buffer				

EPA PFAS Site Investigations Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Defence PFAS Investigation & Management Program - Investigation Sites

Sites being investigated by the Department of Defence for PFAS contamination within the dataset buffer:

Map Id	Base Name	Address	Location Confidence	Distance (m)	Direction
N/A	No records in buffer				

Defence PFAS Investigation & Management Program Data Custodian: Department of Defence, Australian Government. Data collated via the EPA website.

Defence PFAS Investigation & Management Program - Management Sites

Sites being managed by the Department of Defence for PFAS contamination within the dataset buffer:

Map Id	Base Name	Address	Location Confidence	Distance (m)	Direction
N/A	No records in buffer				

Defence PFAS Investigation & Management Program Data Custodian: Department of Defence, Australian Government. Data collated via the EPA website.

Airservices Australia National PFAS Management Program

Sites being investigated or managed by Airservices Australia for PFAS contamination within the dataset buffer:

Map Id	Site Name	Impacts	Location Confidence	Dist (m)	Dir
N/A	No records in buffer				

Airservices Australia National PFAS Management Program Data Custodian: Airservices Australia. Data collated via the EPA website.

Section 4: EPA Licensed Activities & Work Approvals

18 Whitehorse Road, Blackburn, VIC 3130

Current EPA Licensed Activities

Current EPA licensed activities that exist within the dataset buffer:

Map Id	Trans No	Licence No	Licence Type	Organisation	Premise Ref	Premise Address 1	Premise Address 2	Activities	Loc Conf	Dist (m)	Dir
N/A	No records in buffer										

Licensed Activity Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Former EPA Licensed Activities

Former EPA licensed activities that exist within the dataset buffer:

Map Id	Licence No	Organisation	Premise Address	Suburb	Activities	Loc Conf	Dist (m)	Dir
N/A	No records in buffer							

Former Licensed Activity Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Section 4: EPA Licensed Activities & Work Approvals

18 Whitehorse Road, Blackburn, VIC 3130

EPA Works Approvals

EPA works approvals that exist within the dataset buffer:

Map Id	Transaction No	Status	Approval No	Organisation	Premise Address	Suburb	Scheduled Categories	Loc Conf	Dist (m)	Dir
N/A	No records in buffer									

Works Approvals Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

Section 5: EPA Landfill Register & Prescribed Industrial Waste

18 Whitehorse Road, Blackburn, VIC 3130

EPA Victorian Landfill Register

EPA Victorian Landfill Register sites within the dataset buffer:

Map Id	Landfill Register No.	Landfill Name	Address	Additional Address Info	Operating Status	Est. Year Of Closure	Waste type	Loc Conf	Dist (m)	Dir
N/A	No records in buffer									

EPA Victorian Landfill Register Data Source: State Government Victoria - Environment Protection Authority (EPA)

EPA Prescribed Industrial Waste

EPA Prescribed Industrial Waste treaters, disposers and permitted transporters within the dataset buffer:

Map Id	Company Name	Address	Suburb	Treater/ Disposal	Transport	Accredited Agent	EPA List Status	Loc Conf	Dist (m)	Dir
N/A	No records in buffer									

Prescribed Industrial Waste Data Source: State Government Victoria - Environment Protection Authority (EPA)

Environmental Data Summary Table

The table below highlights how many features from the following datasets appear on-site, within 50m of the site or beyond 50m in the surrounding area.

Datasets	Onsite	Adjacent (< 50m from site boundary)	Surrounding Area (>50m to Dataset Buffer)	Dataset Buffer (m)
Section 1: EPA Priority Sites & Pollution Notices				
Current EPA Priority Sites	0	0	0	100
Former EPA Priority Sites & other Remedial Notices	0	0	0	100
Section 2: EPA Environmental Audit Reports & Groundwater Quality Restricted Use Zones				
EPA Environmental Audit Reports	0	1	0	100
EPA Groundwater Zones with Restricted Uses	0	0	0	100
Section 3: PFAS Investigation & Management Programs				
EPA PFAS Site Investigations	0	0	0	100
Defence PFAS Investigation & Management Program - Investigation Sites	0	0	0	100
Defence PFAS Investigation & Management Program - Management Sites	0	0	0	100
Airservices Australia National PFAS Management Program	0	0	0	100
Section 4: EPA Licensed Activities & Work Approvals				
Current EPA Licensed Activities	0	0	0	100
Former EPA Licensed Activities	0	0	0	100
EPA Works Approvals	0	0	0	100
Section 5: EPA Landfill Register & Prescribed Industrial Waste				
EPA Victorian Landfill Register	0	0	0	100
EPA Prescribed Industrial Waste	0	0	0	100

Location Confidences

Where Lotsearch has mapped data records based on a supplied address or location, a location confidence has been assigned to the data record. This provides an indication of the positional accuracy of the record. The following confidences are used under the heading 'Location Confidence' or 'Loc Conf':

Location Confidence	Description
Premise Match	This indicates the record has been mapped to a specific address or premise.
Road Intersection	This indicates the record has been mapped to the intersection of two or more roads. The supplied data may specify an address such as 'corner of x and y roads'. Alternatively, Lotsearch may not be able to determine which side of an intersection an address should be assigned.
Road Match	This indicates the record has been mapped to a specific road. The supplied data may not provide an address number, or Lotsearch may not be able to determine a specific building or premise from the supplied address.
General Area / Suburb Match	Lotsearch has not been able to determine a specific building or road from the supplied address, but they have been able to map it to a general area or suburb.
Network of Features	This indicates the record has been mapped to a network of features, for example a rail network.
Buffered Point	This indicates that the record was supplied with specific point coordinates, and Lotsearch has buffered this point to create a polygon area.

Dataset Listing Table

18 Whitehorse Road, Blackburn, VIC 3130

Datasets contained within this report, detailing their source and data currency:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Current EPA Priority Sites	Environment Protection Authority (Vic)	31/08/2020	31/08/2020	Monthly
Former EPA Priority Sites & other Remedial Notices	Environment Protection Authority (Vic)	04/11/2019	04/11/2019	Monthly
EPA Environmental Audit Reports	Environment Protection Authority (Vic)	01/10/2020	01/10/2020	Monthly
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority (Vic)	01/10/2020	01/10/2020	Monthly
EPA PFAS Site Investigations	Environment Protection Authority (Vic)	03/08/2020	10/10/2019	Monthly
Defence PFAS Investigation & Management Program - Investigation Sites	Department of Defence	14/09/2020	14/09/2020	Monthly
Defence PFAS Investigation & Management Program - Management Sites	Department of Defence	14/09/2020	14/09/2020	Monthly
Airservices Australia National PFAS Management Program	Airservices Australia	28/09/2020	28/09/2020	Monthly
Current EPA Licensed Activities	Environment Protection Authority (Vic)	01/10/2020	01/10/2020	Monthly
Former EPA Licensed Activities	Environment Protection Authority (Vic)	01/10/2020	01/10/2020	Monthly
EPA Works Approvals	Environment Protection Authority (Vic)	01/10/2020	01/10/2020	Monthly
EPA Victorian Landfill Register	Environment Protection Authority (Vic)	15/07/2020	15/07/2020	Quarterly
EPA Prescribed Industrial Waste	Environment Protection Authority (Vic)	12/08/2020	12/08/2020	Quarterly
Property Boundaries & Roads	State Government Victoria - Department of Environment, Land, Water & Planning	28/09/2020	28/09/2020	Monthly

Useful Contacts

Lotsearch Pty Ltd

www.lotsearch.com.au
support@lotsearch.com.au
(02) 82870680

Victorian Environment Protection Authority (EPA)

www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Whitehorse City Council

<http://www.whitehorse.vic.gov.au>
customer.service@whitehorse.vic.gov.au
(03) 9262 6333

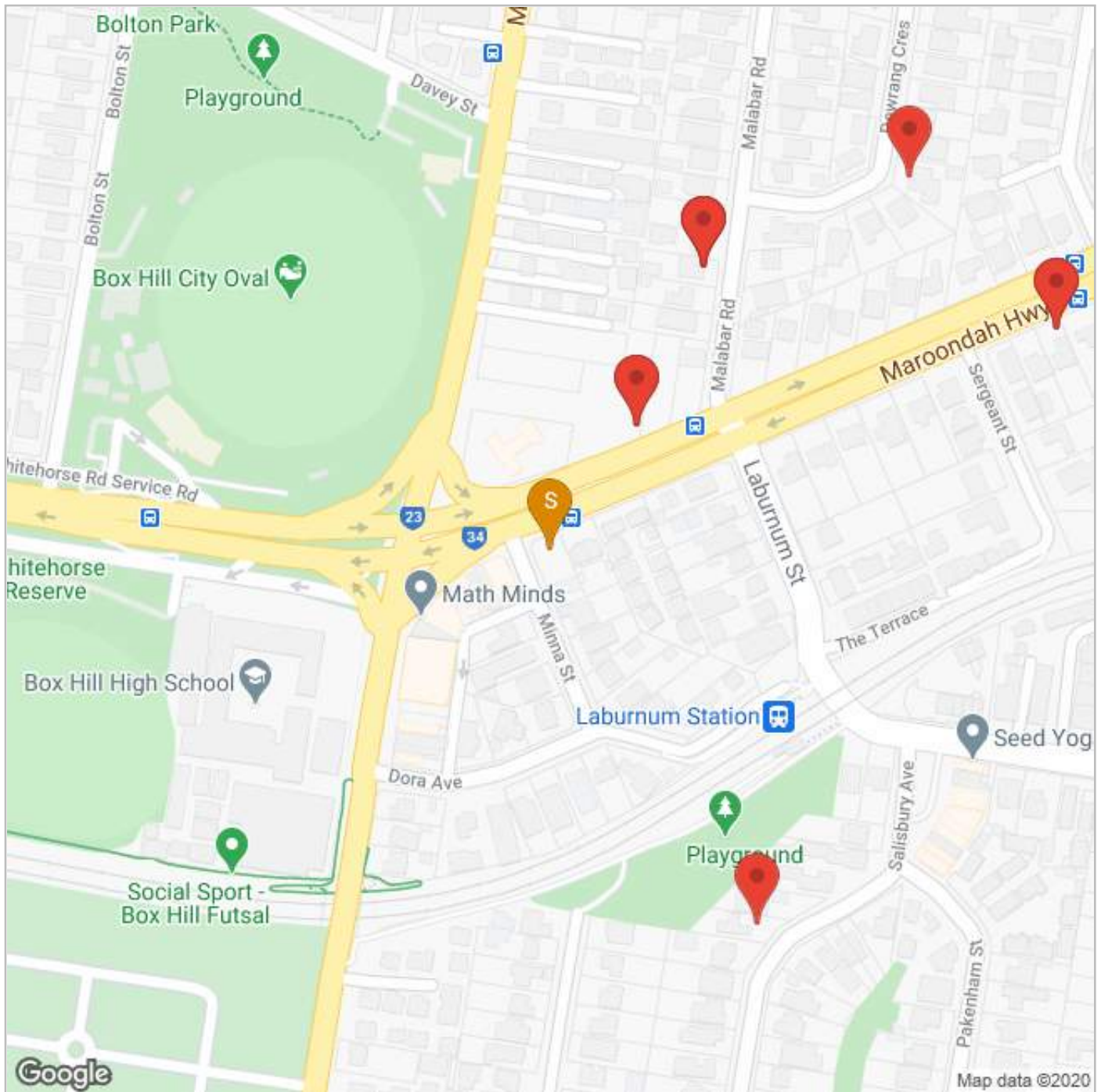
USE OF REPORT - APPLICABLE TERMS

For Purchasers of EPA Register & Data Search reports, please refer to Lotsearch's Terms and Conditions provided at the point of sale. For End Users of the EPA Register & Data Search reports, please refer to the Applicable Terms below.

The following terms apply to any person (End User) who is given the Report by the person who purchased the Report from Lotsearch Pty Ltd (ABN: 89 600 168 018) (Lotsearch) or who otherwise has access to the Report (Terms). The contract terms that apply between Lotsearch and the purchaser of the Report are specified in the order form pursuant to which the Report was ordered and the terms set out below are of no effect as between Lotsearch and the purchaser of the Report.

1. End User acknowledges and agrees that:
 - (a) The Report is to provide an overview of some of the site history and environmental risk information available, affecting the site as defined by the boundary shown on the site aerial plan (page 3) and maps within the Report (**Property**);
 - (b) Lotsearch has defined the Property by reference to lot and plan information supplied in the order form rather than any address supplied in the order form and Lotsearch may omit some of the lot and plan information supplied in the order form to identify the relevant Property for the Report;
 - (c) the Report is compiled from or using content (**Third Party Content**) which is comprised of:
 - (i) content provided to Lotsearch by third party content suppliers with whom Lotsearch has contractual arrangements or content which is freely available or methodologies licensed to Lotsearch by third parties with whom Lotsearch has contractual arrangements (**Third Party Content Suppliers**); and
 - (ii) content which is derived from content described in paragraph (i);
 - (d) neither Lotsearch nor Third Party Content Suppliers takes any responsibility for or give any warranty in relation to the accuracy or completeness of any Third Party Content included in the Report including any contaminated land assessment or other assessment included as part of a Report;
 - (e) the Third Party Content Suppliers do not constitute an exhaustive set of all repositories or sources of information available in relation to the property which is the subject of the Report and accordingly neither Lotsearch nor Third Party Content Suppliers gives any warranty in relation to the accuracy or completeness of the Third Party Content incorporated into the report including any contaminated land assessment or other assessment included as part of a Report;
 - (f) Reports are generated at a point in time (as specified by the date/time stamp appearing on the Report) and accordingly the Report is based on the information available at that point in time and Lotsearch is not obliged to undertake any additional reporting to take into consideration any information that may become available between the point in time specified by the date/time stamp and the date on which the Report was provided by Lotsearch to the purchaser of the Report;
 - (g) Reports must be used or reproduced in their entirety and End User must not reproduce or make available to other persons only parts of the Report;
 - (h) Lotsearch has not undertaken any physical inspection of the property;
 - (i) neither Lotsearch nor Third Party Content Suppliers warrants that all land uses or features whether past or current are identified in the Report;
 - (j) the Report does not include any information relating to the actual state or condition of the Property;
 - (k) the Report should not be used or taken to indicate or exclude actual fitness or unfitness of Land or Property for any particular purpose;
 - (l) the Report should not be relied upon for determining saleability or value or making any other decisions in relation to the Property and in particular should not be taken to be a rating or assessment of the desirability or market value of the property or its features; and
 - (m) the End User should undertake its own inspections of the Land or Property to satisfy itself that there are no defects or failures.
2. The End User may not make the Report or any copies or extracts of the report or any part of it available to any other person. If End User wishes to provide the Report to any other person or make extracts or copies of the Report, it must contact the purchaser of the Report before doing so to ensure the proposed use is consistent with the contract terms between Lotsearch and the purchaser.

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4. The End User hereby to the maximum extent permitted by law:
 - (a) acknowledges that the Lotsearch (nor any of its officers, employees or agents), nor any of its Third Party Content Supplier have any liability to it under or in connection with the Report or these Terms;
 - (b) waives any right it may have to claim against Third Party Content Supplier in connection with the Report, or the negotiation of, entry into, performance of, or termination of these Terms; and
 - (c) releases each Third Party Content Supplier from any claim it may have otherwise had in connection with the Report, or the negotiation of, entry into, performance of, or termination of these Terms.
5. The End User acknowledges that any Third Party Supplier shall be entitled to plead the benefits conferred on it under clause 4, despite not being a party to these terms.
6. End User must not remove any copyright notices, trade marks, digital rights management information, other embedded information, disclaimers or limitations from the Report or authorise any person to do so.
7. End User acknowledges and agrees that Lotsearch and Third Party Content Suppliers retain ownership of all copyright, patent, design right (registered or unregistered), trade marks (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right in any Report or any other item, information or data included in or provided as part of a Report.
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9. Subject to paragraph 10, Lotsearch excludes liability to End User for loss or damage of any kind, however caused, due to Lotsearch's negligence, breach of contract, breach of any law, in equity, under indemnities or otherwise, arising out of all acts, omissions and events whenever occurring.
10. Lotsearch acknowledges that if, under applicable State, Territory or Commonwealth law, End User is a consumer certain rights may be conferred on End User which cannot be excluded, restricted or modified. If that law applies to the supply of this Report, then, Customer is entitled to exercise its rights under that law but Lotsearch's liability is limited to the maximum extent permitted under applicable laws.
11. Subject to paragraph 10, neither Lotsearch nor the End User is liable to the other for:
 - (a) any indirect, incidental, consequential, special or exemplary damages arising out of or in relation to the Report or these Terms; or
 - (b) any loss of profit, loss of revenue, loss of interest, loss of data, loss of goodwill or loss of business opportunities, business interruption arising directly or indirectly out of or in relation to the Report or these Terms,irrespective of how that liability arises including in contract or tort, liability under indemnity or for any other common law, equitable or statutory cause of action or otherwise.
12. These Terms are subject to New South Wales law.



18 WHITEHORSE ROAD, BLACKBURN VIC 3130

Matter 6291

Council Whitehorse

 **9**
Applications

 **12/05/2020**
Last Update

 **400m**
Range

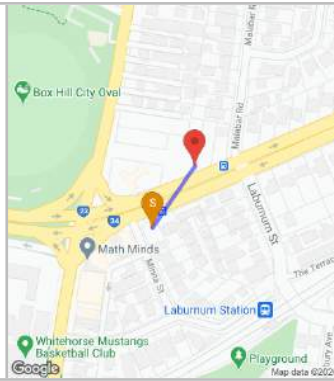
Whilst efforts are made to ensure the accuracy of data and the contents of Development Application reports, InfoTrack cannot guarantee the accuracy or completeness of information contained therein. Results are currently limited to the first 200 applications based on proximity to the property. By using the Development Application product and Development Application report/s, you agree to indemnify fully InfoTrack (and its related body corporate, directors, officers, agents, employees and contractors) from any claim, action, demand, loss or damages made or incurred directly or indirectly by you or any third party arising out of or relating to your conduct, your use of the Development Application product or Development Application report/s.

Summary

1

**3 Whitehorse Road,
BLACKBURN VIC 3130**

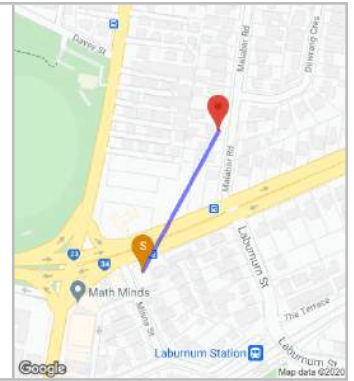
Distance 85m
Applications 2



2

**30 Malabar Road,
BLACKBURN VIC 3130**

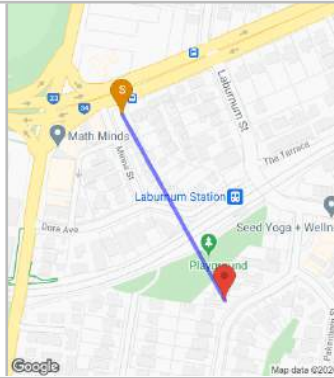
Distance 181m
Applications 3



3

**10 Salisbury Avenue,
BLACKBURN VIC 3130**

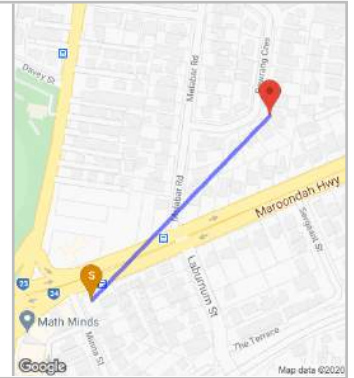
Distance 242m
Applications 1



4

**21 Dewrang Crescent,
BLACKBURN VIC 3130**

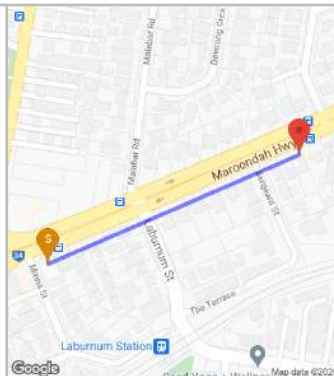
Distance 292m
Applications 1



5

**40A Whitehorse Road,
BLACKBURN VIC 3130**

Distance 311m
Applications 2



Details

1

3 Whitehorse Road, BLACKBURN VIC 3130

Distance 85m

Applications 2



WH/2014/568/A Buildings and works to construct 115 dwellings comprising 12 double storey dwellings, and two five storey buildings (plus two levels of basement car parking), and associated alteration of access to two roads in a Road Zone Category 1, buildings and works within 4 metres of trees and tree removal and within the Significant Landscape Overlay Schedule 9 (SLO9)

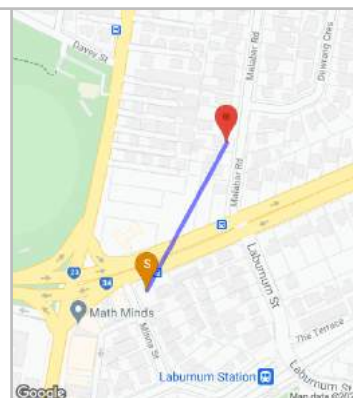
WH/2014/568/B Buildings and works to construct 115 dwellings comprising 12 double storey dwellings, and two five storey buildings (plus two levels of basement car parking), associated alteration of access to two roads in a Road Zone Category 1, and tree removal and buildings and works within 4 metres of trees within the Significant Landscape Overlay Schedule 9 (SLO9)

2

30 Malabar Road, BLACKBURN VIC 3130

Distance 181m

Applications 3



WH/2019/744 Removal of one tree (tree 1)

WH/2019/745 Removal of one tree (tree 2)

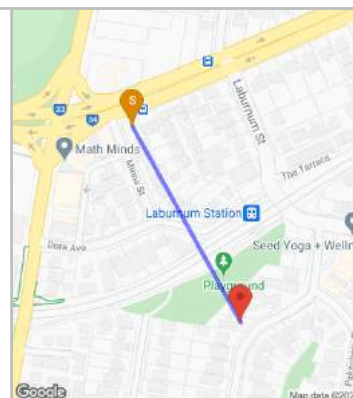
WH/2019/746 Removal of one tree (tree 3)

3

10 Salisbury Avenue, BLACKBURN VIC 3130

Distance 242m

Applications 1

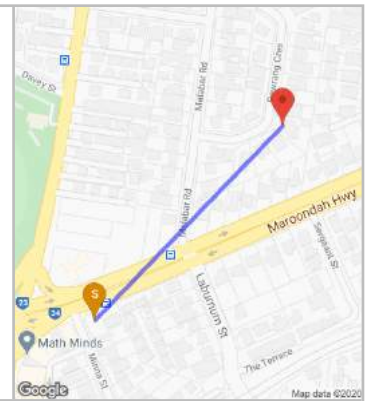


WH/2019/852 Tree removal permit only

4

21 Dewrang Crescent, BLACKBURN VIC 3130

Distance 292m
Applications 1

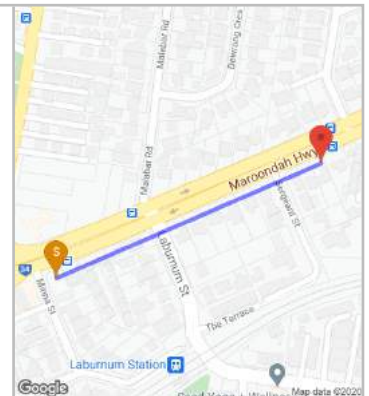


WH/2020/387 Construction of two (2) double storey dwellings, buildings and works within four (4) metres of a tree and the removal of a protected tree under the SLO9.

5

40A Whitehorse Road, BLACKBURN VIC 3130

Distance 311m
Applications 2



WH/2019/815 Removal of one tree

WH/2019/974 Construction of 14 dwellings and front fence. Alter and create access in a Road Zone Category 1.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

687880

APPLICANT'S NAME & ADDRESS

FERDINAND ZITO & ASSOCIATES C/- INFOTRACK C/-
LANDATA

MELBOURNE

VENDOR

SULLIVAN, GERARD JOHN

PURCHASER

N/A, N/A

REFERENCE

62091

This certificate is issued for:

LOT 8 PLAN PS708593 ALSO KNOWN AS 18 WHITEHORSE ROAD BLACKBURN
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
- and abuts a ROAD ZONE CATEGORY 1

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/>)

09 October 2020

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.



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

Monday, October 19, 2020

Your Ref: 41457791-020-2:18248
Contact: Building Department
Telephone: 9262 6421

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: 105/18 Whitehorse Road, Blackburn Vic 3130

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: 1173/2013

Type of works: Stage 1: Residential Development - Demolition of Existing Dwelling

Building Permit Issued: 03-Jun-2013

Occupancy Permit Issued: 23-Sep-2016

Our Reference: 1388/2014

Type of works: Stage 2: Residential Development - Construction of Car Park

Building Permit Issued: 23-Jun-2014

Occupancy Permit Issued: 23-Sep-2016

Our Reference: 656/2015

Type of works: Stage 3 - Residential Development - Construction of Apartment Building with Carpark

Building Permit Issued: 02-Feb-2015

Occupancy Permit Issued: 23-Sep-2016

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.

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.

**Whitehorse City Council**

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

ABN: 39549568822

Telephone: (03) 9262 6333

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TTY: (03) 9262 6325

TIS: 131 540

customer.service@whitehorse.vic.gov.au

www.whitehorse.vic.gov.au

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.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ferdinand Zito & Associates C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 62091

NO PROPOSALS. As at the 9th October 2020, 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®.

18 WHITEHORSE ROAD, BLACKBURN 3130
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: 9th October 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 41457791 - 41457791095543 '62091'

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / FERDINAND ZITO & ASSOCIATES

Your Reference: 6291
Certificate No: 40129383
Issue Date: 09 OCT 2020
Enquiries: ESYSPROD

Land Address: 18 WHITEHORSE ROAD BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43392113	8	708593	11822	82	\$0.00

Vendor: ELIZABETH ANNE SULLIVAN & GERARD JOHN SULLIVAN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ELIZABETH ANNE SULLIVAN	2020	\$117,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$485,000

SITE VALUE: \$117,000

AMOUNT PAYABLE: \$0.00

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

Certificate No: 40129383

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 = \$117,000

Calculated as \$0 plus (\$117,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 40129383

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: 40129383

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

GST Withholding Notice

Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

Unit 105/18 Whitehorse Road Blackburn Vic

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies/does not apply.

☐ Withholding payment is required to be made – (Please select if this is correct)	
☒ No withholding payment for residential premises because (Please select if this statement is correct and select the relevant reason below)	
☒ the premises are not new	☐ the land includes a building used for commercial purposes
☐ the premises were created by substantial renovation	☐ the purchaser is registered for GST and acquires the property for a creditable purpose
☐ the premises are commercial residential premises	

Dated



Vendor signature

Please complete the form by **selecting all** the appropriate boxes and **marking all the appropriate boxes** with an X. To be signed and dated also.

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.

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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