

# Contract of Sale of Real Estate

Part 1 of the standard form of contract prescribed by the  
Estate Agents (Contracts) Regulations 2008

**Property address: Apartment 210/55-65 Railway Road, Blackburn VIC 3130**

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions

and in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** on ...../... /2020

Signature

Signature

Print name of person signing

Print name of person signing

State nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

State nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

This offer will lapse unless accepted within [ ] clear business days  
(3 clear business days if none specified).

**SIGNED BY THE VENDOR** on ...../... /2020

Signature

Signature

David Stuart Michael Wilson

Erin Maree Wilson

Print name of person signing

Print name of person signing

Director

Director/Secretary

State nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

State nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

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

**IMPORTANT NOTICE TO PURCHASERS**  
**COOLING-OFF PERIOD**  
**(Section 31 *Sale of Land Act 1962*)**

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

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

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

**EXCEPTIONS**

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

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

## Contract of Sale of Real Estate – Particulars of Sale

### Vendor's estate agent

|            |                                          |      |  |     |                        |
|------------|------------------------------------------|------|--|-----|------------------------|
| Name:      | O'Brien Real Estate                      |      |  |     |                        |
| Address:   | 98 South Parade, Blackburn VIC 3130      |      |  |     |                        |
| Telephone: | 0411 061 796                             | Fax: |  | DX: | Attn: Anthony Molinaro |
| Email:     | anthony.molinaro@obrienrealestate.com.au |      |  |     |                        |

### Vendor

|          |                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------|
| Name(s): | D & E Wilson Investments Pty Ltd (ACN 613 978 144) as Trustee for <b>D &amp; E WILSON SUPERANNUATION FUND (ABN 28 453 821 740)</b> |
| Address: | PO Box 124, GLEN FORREST, WA 6071                                                                                                  |

### Vendor's legal practitioner or conveyancer

|            |                                                      |      |  |      |                     |
|------------|------------------------------------------------------|------|--|------|---------------------|
| Name:      | Sharrock Pitman Legal Pty Ltd                        |      |  |      |                     |
| Address:   | Suite 2, 40 Montclair Avenue, Glen Waverley VIC 3150 |      |  |      |                     |
| Telephone: | (03) 9560 2922                                       | Fax: |  | DX:  | 15016 GLEN WAVERLEY |
| Email:     | ben@sharrockpitman.com.au                            |      |  | Ref: | BD:028121           |

### Purchaser

|          |  |
|----------|--|
| Name(s): |  |
| Address: |  |

### Purchaser's legal practitioner or conveyancer

|            |  |      |  |      |  |
|------------|--|------|--|------|--|
| Name:      |  |      |  |      |  |
| Address:   |  |      |  |      |  |
| Telephone: |  | Fax: |  | DX:  |  |
| Email:     |  |      |  | Ref: |  |

### Property address

|                                                                                  |
|----------------------------------------------------------------------------------|
| The address of the land is: Apartment 210/55-65 Railway Road, Blackburn VIC 3130 |
|----------------------------------------------------------------------------------|

### Land (general conditions 3 and 9)

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| <b>The land is:</b><br>Certificate of Title reference:<br>Vol 11873 Fol 190<br>being Lot 210 on Plan of Subdivision 743617M |
| The land includes all improvements and fixtures.                                                                            |

**Goods sold with the land (general condition 2.3(f))**

All light fittings, floor coverings, window furnishings and other fixtures and fittings of a permanent nature as inspected.

**Payment (general condition 11)**

Price \$

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

Balance \$ payable at settlement.

**GST (general condition 13)**

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box: -----

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

**SETTLEMENT (general condition 10)**

Is due on

**LEASE (general condition 1.1)**

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box: -----

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

**TERMS CONTRACT (general condition 23)**

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, -----

and refer to general condition 23 and add any further provisions by way of special conditions:

**LOAN (general condition 14)**

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

Lender:

Loan amount: \$

Approval date:

**SPECIAL CONDITIONS**

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

If the contract is subject to '**special conditions**' then particulars of the special conditions are annexed to the back of this contract.

# Annexure Contract of Sale of Real Estate Special Conditions

## 1.0 INTERPRETATION

- 1.1 In this Contract unless the context requires otherwise, a reference to :
- 1.1.1 one gender includes the other genders;
  - 1.1.2 the singular includes the plural and the plural includes the singular;
  - 1.1.3 a person includes an Owners Corporation; and
  - 1.1.4 a reference to legislation includes:
    - 1.1.4.1 that legislation as amended or re-enacted from time to time; and
    - 1.1.4.2 a statute, regulation, provision, by-law or other rule enacted pursuant to or in replacement of that legislation.
- 1.2 Headings are for convenience only and do not form part of this Contract or affect its interpretation.
- 1.3 A party which is trustee is bound both personally and in its capacity as a trustee.
- 1.4 "Including" and similar expressions are not words of limitation.
- 1.5 A reference to this Contract includes the Annexure(s) and the Annexure(s) form an operative part of this Contract.
- 1.6 The parties agrees that the word 'formerly' is inserted prior to the words '*Estate Agents (Contracts) Regulations 2008*' in the preface to the General Conditions and in General Condition 2.1.

## 2.0 DEFINITIONS

- 2.1 In this Contract unless the context requires otherwise:
- 2.1.1 **Contract** means this contract of sale of real estate.
  - 2.1.2 **Day of Sale** means the day the Vendor executes this Contract.
  - 2.1.3 **Duties Form** means the Digital Duties Form on Duties Online.
  - 2.1.4 **Duties Online** means the State Revenue Office Duties Online portal, which is accessed on the State Revenue Office website.
  - 2.1.5 **Governmental Body** means any government or any governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity.
  - 2.1.6 **Guarantee** means the guarantee and indemnity attached as Annexure 1 to this Contract.
  - 2.1.7 **Outgoings** means any rates, taxes, assessments and other outgoings which apply to the Land or if the Land has not been separately assessed the relevant proportion of those outgoings which apply to the property hereby sold and includes insurance premiums and fees of the Owners Corporation but excludes any supplementary rates or other such rates assessed in respect of the Property after the Settlement Date which are responsibility of the Purchaser.
  - 2.1.8 **Particulars of Sale** means the Particulars of Sale attached to and forming part of this Contract.
  - 2.1.9 **Property** means the Lot described in the Particulars of Sale.
  - 2.1.10 **Purchaser** means the person described as the Purchaser in the Particulars of Sale and includes the Purchaser's successors and assigns as permitted under this Contract.
  - 2.1.11 **Purchaser's Representatives** means the legal practitioner or conveyancer (if any) described as the Purchaser's Legal Practitioner or Conveyancer in the Particulars of Sale or any other legal

practitioner or conveyancer of whom the Vendor's legal practitioners are notified in writing from time to time.

2.1.12 **Sale of Land Act** means the *Sale of Land Act 1962* (Victoria).

2.1.13 **Settlement Date** means the date described as the settlement date in the Particulars of Sale.

2.1.14 **Settlement Statement** means the Settlement Statement generated through Duties Online once the Duties Form is completed and signed by all parties.

2.1.15 **Takeovers Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Commonwealth).

2.1.16 **Vendor** means the person described as the Vendor in the Particulars of Sale or its successors, assigns or transferees.

2.1.17 **Vendor's Representatives** means the legal practitioners described as the Vendor's Legal Practitioners in the Particulars of Sale.

### 3.0 GOODS AND SERVICES TAX

3.1 The parties acknowledge that to the best of their knowledge, this transaction is not liable to GST because this is the sale of a capital asset, which is used and intended to be used as a residence, and the Vendor is not registered and is not required to be registered for GST. The Purchaser warrants that he/she/it intends to use the Property as a residence. This Special Condition will not merge upon settlement.

3.2 The parties agree that General Condition 13.3 shall be deemed deleted and replaced with the following:

"13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided."

3.3 For the purpose of interpretation:

3.3.1 "GST" means the goods and services tax as provided for by the GST law;

3.3.2 "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* as it stands from time to time;

3.3.3 "GST Law" means the *GST Act* and associated legislation including without limitation delegated legislation;

3.3.4 any expression used that is defined in the GST law has that defined meaning.

### 4.0 SECTION 32 SALE OF LAND ACT

4.1 The Purchaser acknowledges that prior to signing this Contract (or any other agreement or document in respect of the sale referred to in this Contract which is legally binding or intended to legally bind the Purchaser), the Purchaser received from the Vendor a statement signed by the Vendor in accordance with section 32 of the Sale of Land Act.

### 5.0 REPRESENTATIONS

5.1 The Purchaser acknowledges that neither the Vendor nor any agent nor any person on behalf of the Vendor have provided any information or made any representation or warranty with the intention or knowledge that it would be relied upon and that no such information, representation or warranty has in fact

been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, any agent or person on behalf of the Vendor and the Purchaser.

- 5.2 The Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition, subject to any faults and defects whether latent or patent and whether or not they are apparent.
- 5.3 The Purchaser shall not make any requisitions or objections, claim compensation or refuse or delay payment of the Price on the basis of any fault or defect.
- 5.4 As and from the Day of Sale, the Vendor shall not be obligated to take any action with respect to any fault or defect on the Property, save and except as required by General Condition 24.2, and any rectification or other actions necessary shall be the Purchaser's sole responsibility.
- 5.5 General Condition 8 of this Contract shall be deemed to be amended by inserting the following words at the end of that General Condition: 'and provided that the Vendor has actual knowledge of such insurance or is in possession of a certificate for such insurance'.
- 5.6 The parties agree that General Condition 12.4 is added as follows: "12.4 Where the Purchaser is deemed by Section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in Section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

## **6.0 ENCUMBRANCES**

- 6.1 In addition to the provisions set out in General Condition 1 of this Contract, the Purchaser buys the Property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the Property by or with the authority of any Governmental Body including under the Planning Permit, as a result of any Section 173 Agreement or under any applicable planning scheme or any other scheme.

## **7.0 DIGITAL DUTIES FORM**

- 7.1 The Vendor's representative must initiate the Duties Form and complete those parts of the form that are to be completed by the Vendor ('the Vendor's Form').
- 7.2 At least seven (7) business days before settlement, the Vendor's representative must send an invitation through Duties Online to the Purchaser's representative, inviting them to complete the Duties Form.
- 7.3 The Purchaser's representative must complete those parts of the Duties Form that are to be completed by the Purchaser ('the Purchaser's Form'), at least three (3) business days before settlement.
- 7.4 The Vendor and the Purchaser shall then sign their respective form at least one (1) business day before settlement.
- 7.5 For clarity, if a Vendor's Form or a Purchaser's Form is subsequently edited by the respective party's representative, the respective form is deemed to be completed when the final edit is made. The respective party's representative should notify the other party's representative in writing of any edit to the Duties Form as soon as possible.
- 7.6 Provided that the Vendor's representative has not delayed sending the invitation to the Purchaser's representative under Special Condition 7.1 and the Purchaser's representative fails to complete the Purchaser's Form at least three (3) business days before settlement, then the Vendor shall be entitled (at the Vendor's absolute discretion) to delay settlement for up to three (3) business days after the date the Purchaser's representative completes the Purchaser's Form. The Purchaser agrees that, should settlement

be delayed in accordance with this Special Condition, then the Purchaser shall be liable to pay penalty interest pursuant to General Condition 26 to the Vendor for the period of that delay resulting from the Purchaser's default.

- 7.7 If settlement is to be completed as a paper settlement, the Purchaser is responsible for bringing the Settlement Statement to settlement. The Purchaser acknowledges that the Vendor is not responsible for providing the Settlement Statement at settlement.
- 7.8 The Purchaser acknowledges that should they fail to sign the Duties Form by the Settlement Date and settlement is delayed as a consequence, the Purchaser shall be in breach of this Contract.

## **8.0 ELECTRONIC CONVEYANCING**

- 8.1 The parties agree that, unless otherwise directed by the Vendor in writing, settlement and lodgement will be conducted in accordance with the Electronic Conveyancing National Law and this Special Condition applies.
- 8.2 This Special Condition has priority over any other provision to the extent of any inconsistency.
- 8.3 This Special Condition applies so that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 8.4 A party must immediately give written notice, if that party reasonably believes that settlement lodgement can no longer be conducted electronically and this Special Condition ceases to apply from when such a notice is issued by the Vendor or when it is acknowledged as accepted by the Vendor in writing to the Purchaser.
- 8.5 Each party must:
  - 8.5.1 be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - 8.5.2 ensure that all other persons for whom the party is responsible and who are associated with this transaction, are, or engage, a subscriber for the purpose of the Electronic Conveyancing National Law; and
  - 8.5.3 conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 8.6 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 8.7 The Vendor must nominate a time of the day for locking of the workspace at least five (5) days before the due date for settlement.
- 8.8 Settlement occurs when the workspace records that:
  - 8.8.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - 8.8.2 if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.9 If settlement does not proceed as scheduled, the parties must do everything reasonably necessary to effect settlement:
  - 8.9.1 Electronically on the next business day; or
  - 8.9.2 At the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 8.8 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

- 8.10 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 8.11 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with General Condition 6.

## **9.0 PAYMENT**

- 9.1 The parties agree that General Condition 11 shall be deemed deleted.
- 9.2 The purchaser must pay the deposit:
  - 9.2.1 to the vendor's licensed estate agent; or
  - 9.2.2 if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - 9.2.3 if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 9.3 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - 9.3.1 must not exceed 10% of the price; and
  - 9.3.2 must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 9.4 The purchaser must pay all money other than the deposit:
  - 9.4.1 to the vendor, or the vendor's legal practitioner or conveyancer; or
  - 9.4.2 in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 9.5 Payments may be made or tendered:
  - 9.5.1 up to \$1,000 in cash; or
  - 9.5.2 by cheque drawn on an authorised deposit-taking institution; or
  - 9.5.3 by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

  - 9.5.4 payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - 9.5.5 any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 9.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 9.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 9.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 9.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

- 9.10 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 9.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

#### **10.0 PURCHASING IN UNEQUAL SHARES**

- 10.1 In the event that there is more than one Purchaser, then it is the Purchasers responsibility to ensure that the Contract correctly records at the date of sale the proportions in which they are purchasing the Property (called 'the Proportions').
- 10.2 If the Proportions recorded in the instrument of transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- 10.3 The Purchasers hereby fully indemnify the Vendor, the Vendor's agent and the Vendor's Representatives against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the instrument of transfer differing from those in the Contract.
- 10.4 This Special Condition shall not merge on completion.

#### **11.0 TRANSFER OF LAND**

- 11.1 In addition to General Condition 6 and if for any reason Special Condition 8.0 does not apply, the parties agree that if the Transfer of Land is not provided to the Vendor's representative at least 10 days before settlement, then the Vendor shall be entitled (at the Vendor's absolute discretion) to delay settlement to a date being at least 10 days after the date the Vendor's representative actually receives the Transfer of Land and the Purchaser agrees that, should settlement be delayed in accordance with this Special Condition until after the agreed Settlement Date, then the Purchaser shall be liable to pay penalty interest pursuant to General Condition 26 to the Vendor for the period of that delay resulting from the Purchaser's default.

#### **12.0 ADJUSTMENTS**

- 12.1 The parties agree that General Condition 15.3 is added as follows: "15.3 The Purchaser must provide to the Vendor copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendor."

#### **13.0 DELAY IN SETTLEMENT**

- 13.1 Should the Purchaser fail to complete settlement on the Settlement Date, the Vendor hereby notifies the Purchaser that, in addition to the penalty interest chargeable pursuant to General Condition 26, the Vendor may suffer the following losses and expenses which the Purchaser is required to reimburse:
- 13.1.1 Where the Vendor is a purchaser of another property, which settlement is dependent upon settlement of the Property taking place on the Settlement Date:
- 13.1.1.1 Penalties, costs and expenses payable by the Vendor;
- 13.1.1.2 The Vendor's costs in obtaining finance to complete the Vendor's purchase and interest payable under such finance;
- 13.1.2 The Vendor's accommodation expenses;
- 13.1.3 The Vendor's expenses to store furniture;

- 13.1.4 The Vendor's additional removalist expenses and/or costs of cancellation of removalist;
- 13.1.5 Additional interest payable by the Vendor under any existing mortgage over the Property;
- 13.1.6 Additional expenses incurred by the Vendor for re-attendance at settlement by the Vendor's Representatives or its agents and the Vendor's mortgagee;
- 13.1.7 The Vendor's additional legal costs and expenses; and
- 13.1.8 Such other expense incurred by the Vendor provided only that the Vendor shall substantiate such expense by proof in writing by way of receipt for the incurring of such expense (or otherwise).

#### **14.0 DEFAULT**

- 14.1 General Condition 28.3(a) of this Contract shall be deemed to be deleted and replaced with the following: 'the Purchaser must be repaid the deposit that the Purchaser has paid under the Contract, without deduction or set off;'.

#### **15.0 GUARANTEE**

- 15.1 If the Purchaser shall be or include a company, the company will on the Day of Sale upon execution of this Contract procure the execution by each of its directors of the Guarantee in the form to be held by the Vendor.
- 15.2 Each person who signed this Contract on behalf of a company:
  - 15.2.1 warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability; and
  - 15.2.2 will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser.
- 15.3 If the Purchaser fails to deliver the executed Guarantee within the prescribed time, then the Vendor, at the Vendor's absolute discretion, may end this Contract upon written notice to the Purchaser. General Condition 27 shall not apply to this Special Condition.

#### **16.0 FOREIGN INVESTMENT REVIEW BOARD**

- 16.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Commonwealth) do not require the Purchaser to obtain consent to enter this Contract or the Purchaser has obtained the necessary consent to enter this Contract.
- 16.2 If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach.
- 16.3 This warranty and indemnity do not merge on completion of this Contract.

#### **17.0 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 17.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this Special Condition unless the context requires otherwise.
- 17.2 Every Vendor under this contract is a foreign resident for the purposes of this Special Condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

- 17.3 This Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- 17.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 17.5 The Purchaser must:
- 17.5.1 engage a legal practitioner or conveyance ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this Special Condition; and
  - 17.5.2 ensure that the representative does so.
- 17.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
- 17.6.1 pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;
  - 17.6.2 promptly provide the Vendor with proof of payment; and
  - 17.6.3 otherwise comply, or ensure compliance with, this Special Condition;
- Despite:
- 17.6.4 any contrary instructions, other than from both the Purchaser and the Vendor; and
  - 17.6.5 any other provision in this Contract to the contrary.
- 17.7 The representative is taken to have complied with the obligations in this Special Condition 17.0 if:
- 17.7.1 the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - 17.7.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 17.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the Purchaser at least five (5) business days before the due date for settlement.
- 17.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within five (5) business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 17.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **18.0 GST WITHHOLDING**

- 18.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this

special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 18.2 This Special Condition 18.0 applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is “new residential premises” or “potential residential land” in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this Special Condition 18.0 is to be taken as relieving the vendor from compliance with section 14-255.
- 18.3 The amount is to be deducted from the vendor’s entitlement to the contract consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 18.4 The purchaser must:
- 18.4.1 engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - 18.4.2 ensure that the representative does so.
- 18.5 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- 18.5.1 pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - 18.5.2 promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - 18.5.3 otherwise comply, or ensure compliance, with this general condition;
- despite:
- 18.5.4 any contrary instructions, other than from both the purchaser and the vendor; and
  - 18.5.5 any other provision in this contract to the contrary.
- 18.6 The representative is taken to have complied with the requirements of Special Condition 18.5 if:
- 18.6.1 settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - 18.6.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 18.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- 18.7.1 so agreed by the vendor in writing; and
  - 18.7.2 the settlement is not conducted through an electronic settlement system described in Special Condition 18.6.

However, if the purchaser gives the bank cheque in accordance with this Special Condition 18.7, the vendor must:

- 18.7.3 immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- 18.7.4 give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 18.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement, if such a notice is not otherwise annexed to this Contract.
- 18.9 A party must provide the other party with such information as the other party requires to:
  - 18.9.1 decide if an amount is required to be paid or the quantum of it, or
  - 18.9.2 comply with the purchaser's obligation to pay the amount,
 in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 18.10 The vendor warrants that:
  - 18.10.1 at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - 18.10.2 the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 18.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
  - 18.11.1 the penalties or interest arise from the vendor's failure, including breach of a warranty in Special Condition 18.10; or
  - 18.11.2 the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- 18.12 The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 18.13 This Special Condition will not merge on settlement.

## **19.0 COMPLIANCE WITH NOTICES**

- 19.1 The Purchaser will assume liability for compliance with any notices or orders relating to the property sold (other than those relating to apportionable outgoings) which have been made or issued on or after the Day of Sale, provided that should this Contract at any time be validly treated by either party as at an end then the Purchaser will have no obligations under this Special Condition.
- 19.2 General Condition 21 of this Contract shall be deemed and replaced with the following:

## **"21. NOTICES**

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The Purchaser may, with the Vendor's consent (which shall not be unreasonably withheld), enter the Property to comply with that responsibility where action is required before settlement."

## **20.0 SERVICE**

- 20.1 The parties agree that General Condition 17 shall be deemed deleted and replaced with the following:

### **"17. SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract."

## **21.0 SEVERABILITY**

- 21.1 If any provision of this Contract is at any time construed as illegal, invalid or unenforceable the legality, validity or enforceability of any other provision in this Contract will not be affected by the illegal, invalid or

unenforceable provision which is deemed to be deleted from this Contract to the extent and effect as if it had never been incorporated and all other provisions in this Contract will continue in full force and effect.

**22.0 NON MERGER**

- 22.1 The provision of any condition in this Contract which is not or cannot be satisfied by the Settlement Date will survive and will not in any way be removed or be satisfied or determined on the Settlement Date or by the settlement of the purchase of the property.

**23.0 WAIVER**

- 23.1 No waiver of any right under this Contract or forbearance or delay in the enforcement of it or any other indulgence by either party to the other will affect the strict rights of that party under this Contract and all the rights and powers of that party will remain in full force and effect despite any such waiver, forbearance, delay or other indulgence on the part of that party.

**24.0 INCONSISTENCY:**

- 24.1 If there is any inconsistency between the provisions of these Special Conditions and the General Conditions of this Contract, then these Special Conditions shall prevail.

**ANNEXURE 1**

**GUARANTEE AND INDEMNITY**

TO:       The Vendor as described in the schedule  
          to this Guarantee and Indemnity  
          (called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name and address are set out in the Schedule to this Guarantee and Indemnity (called "the Guarantor") agreed to sell the land described in the Contract of Sale to which this Guarantee and Indemnity is annexed (called "the Contract") to the Purchaser whose name and address are set out in the Schedule to this Guarantee and Indemnity (called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of all monies that are or may become payable pursuant to the Contract AND ALSO the due performance and observance by the Purchaser of all terms and conditions contained or implied in the Contract which are to be performed and observed by the Purchaser AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the Contract and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A.       THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B.       THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the Contract the Guarantor will immediately carry out and perform the same.
- C.       THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser for the payment of the purchase monies, interest and all other monies (if any) payable pursuant to the Contract in the performance of the obligations contained herein and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein.
- D.       THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

## SCHEDULE

Vendor: D & E Wilson Investments Pty Ltd (ACN 613 978 144) as Trustee for **D & E WILSON  
SUPERANNUATION FUND (ABN 28 453 821 740)**  
of PO Box 124, GLEN FORREST WA 6071

Purchaser:  
of

Guarantor/s:

IN WITNESS whereof the said Guarantor/s have set their hand/s  
this day of 202\_\_.

SIGNED SEALED AND DELIVERED by  
the said Guarantor  
in Victoria in the presence of:

SIGNED SEALED AND DELIVERED by  
the said Guarantor  
in Victoria in the presence of:

**ANNEXURE 2****GST WITHHOLDING - NOTICE PURSUANT TO SECTION 14-255**

|    |                                                                                                                                |                                                            |
|----|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. | Nature of Supply:                                                                                                              | Sale of Residential Premises or Potential Residential Land |
| 2. | Is a GST withholding payment required pursuant to s.14-250 of Schedule 1 to the <i>Taxation Administration Act 1953</i> (Cth)? | No                                                         |
| 3. | If a payment is required, then the following is provided:                                                                      |                                                            |
|    | Supplier Name:                                                                                                                 | Not Applicable                                             |
|    | ABN:                                                                                                                           |                                                            |
|    | Amount to be paid pursuant to s.14-250 of Schedule 1 to the <i>Taxation Administration Act 1953</i> (Cth)                      | Not Applicable                                             |
|    | When must the amount be paid?                                                                                                  | Not Applicable                                             |
|    | Is there any non-monetary consideration and, if so, what is its GST inclusive market value?                                    |                                                            |

# Contract of Sale of Real Estate – General Conditions

## Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
  - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
  - 2.3 The vendor warrants that the vendor:
    - (a) has, or by the due date for settlement will have, the right to sell the land; and
    - (b) is under no legal disability; and
    - (c) is in possession of the land, either personally or through a tenant; and
    - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
    - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
    - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
  - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
    - (a) public rights of way over the land;
    - (b) easements over the land;
    - (c) lease or other possessory agreement affecting the land;
    - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
    - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
  - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
  - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
    - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
    - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
    - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
  - 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- #### 3. Identity of the land
- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
  - 3.2 The purchaser may not:
    - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
    - (b) require the vendor to amend title or pay any cost of amending title.

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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

#### 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
  - (a) that:
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

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

## 8. Builder warranty insurance

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

## 9. ~~General law land~~

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

## MONEY

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

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

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

## 14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and

- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

## 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

### 16. Time

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

### 17. Service

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

### 18. Nominee

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

### 19. Liability of signatory

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

### 20. Guarantee

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

### 21. Notices

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

### 22. Inspection

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

### ~~23. Terms contract~~

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

- ~~(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and~~
- ~~(b) the deposit and all other money payable under the contract (other than any money payable in excess of~~

~~the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.~~

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

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

## **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. Breach**

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

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

## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

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

### **28. Default not remedied**

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

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

**VENDOR STATEMENT  
TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE  
SALE OF LAND ACT 1962 (VIC) ("the Act")  
as at 1 October 2014**

LAND

**Apartment 210/55-65 Railway Road, Blackburn VIC 3130**

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

The vendor must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendor may sign this statement to be given to the purchaser by electronic signature.

**VENDOR**

D & E Wilson Investments Pty Ltd (ACN 613 978 144) as Trustee for **D & E  
WILSON SUPERANNUATION FUND (ABN 28 453 821 740)**

Signature of the Vendor

DocuSigned by:

*David Wilson*

4E975D0B93D84E2...

DocuSigned by:

*Erin Wilson*

4E975D0B93D84E2...

DATE OF THIS STATEMENT      24      /      11      /2020

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

**PURCHASER**

Signature of the Purchaser

DATE OF ACKNOWLEDGEMENT      /      /2020

## 1. FINANCIAL MATTERS

### 1.1 Land subject to a mortgage

Applies if the land is to be sold subject to a mortgage (registered or unregistered), which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits.

*Not Applicable.*

### 1.2 Any Charge

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

*Not Applicable.*

### 1.3 Rates, taxes, charges or other similar outgoings

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

- (a) Their total does not exceed \$4,750.00.
- (b) Are contained in the attached certificate(s).
- (c) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.3 (a) or (b) above; other than any amounts specified as follows:

*Nil to the knowledge of the Vendor, save for the usual adjustments at settlement.*

### 1.4 Terms Contract

Applies if the land is to be sold pursuant to a terms contract where the Purchaser is obliged to make 2 or more payments<sup>2</sup> 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.*

## 2. INSURANCE DETAILS

### 2.1 Damage and destruction

Applies if the contract for the sale of land 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

Applies where there is a residence on the land which 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.*

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<sup>1</sup> Other than any GST payable in accordance with the contract.

<sup>2</sup> Other than a deposit or final payment

### 3. LAND USE

#### 3.1 Easement, covenant or other similar restriction affecting the land

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

Is set out in the attached copies of title document(s).

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

*None to the reasonable knowledge of the Vendor.*

#### 3.2 Designated bushfire prone area

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

#### 3.3 Road access

There is access to the property by road.

#### 3.4 Planning scheme

- (a) Is contained in the attached certificate with the required specified information.

### 4. NOTICES

#### 4.1 Notice, order, declaration, report or recommendation

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

Are contained in the attached certificate(s) and/or statement(s) (if any)

#### 4.2 Agricultural purposes

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.

#### 4.3 Land acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

*Not Applicable*

### 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years in relation to a building on the land<sup>3</sup>:

Are contained in the attached certificate.

---

<sup>3</sup> Only required where there is a residence on the land

## 6. OWNERS CORPORATION

Applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

6.1 A copy of the current owners corporation certificate issued in respect of the land under section 151 of the *Owners Corporations Act 2006* is attached.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”) DETAILS

*Not Applicable.*

## 8. SERVICES

The following services are not connected to the land:

- ☐ electricity supply
- ☐ gas supply
- ☐ water supply
- ☐ sewerage
- ☒ telephone services

## 9. TITLE

Copies of the following documents are attached:

### 9.1 Registered Title (*Transfer of Land Act 1958*)

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

## 10. SUBDIVISION

*Not Applicable.*

## 11. \*DISCLOSURE OF ENERGY INFORMATION

This information is not required to be disclosed under section 32 of the *Sale of Land Act 1962* but is included for convenience.

*Not Applicable.*

## 12. DUE DILIGENCE CHECKLIST

The Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

*Is Attached*

### **13. ATTACHMENTS**

- 13.1 Register Search Statement Volume 11873 Folio 190
- 13.2 Copy of Plan PS 743617M
- 13.3 Owners Corporation Basic Reports
- 13.4 Owners Corporation Certificates
- 13.5 Planning Certificate
- 13.6 Planning Property Report
- 13.7 City of Whitehorse Land Information Certificate
- 13.8 Yarra Valley Water Information Statement
- 13.9 State Revenue Office Land Tax Clearance Certificate
- 13.10 Copy of Building Permits dated 10 May 2016 and 31 October 2016
- 13.11 Copy of Occupancy Permit dated 12 April 2017
- 13.12 City of Whitehorse Building Certificates 1 and 2
- 13.13 VicRoads Roads Property Certificate
- 13.14 Due Diligence Checklist



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

Page 1 of 1

VOLUME 11873 FOLIO 190

Security no : 124086329226N  
Produced 30/10/2020 12:27 PM

### LAND DESCRIPTION

Lot 210 on Plan of Subdivision 743617M.

PARENT TITLES :

Volume 03567 Folio 328      Volume 03608 Folio 554

Volume 10660 Folio 162 to Volume 10660 Folio 163

Created by instrument PS743617M 01/05/2017

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

D&E WILSON INVESTMENTS PTY LTD of 21 WINIFRED STREET NUNAWADING VIC 3131  
AS256776C 14/06/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

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 PS743617M 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: 55-65 RAILWAY ROAD BLACKBURN VIC 3130

### OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS743617M

OWNERS CORPORATION 3 PLAN NO. PS743617M

DOCUMENT END



# Imaged Document Cover Sheet

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| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS743617M</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>13</b>               |
| Document Assembled                              | <b>30/10/2020 12:29</b> |

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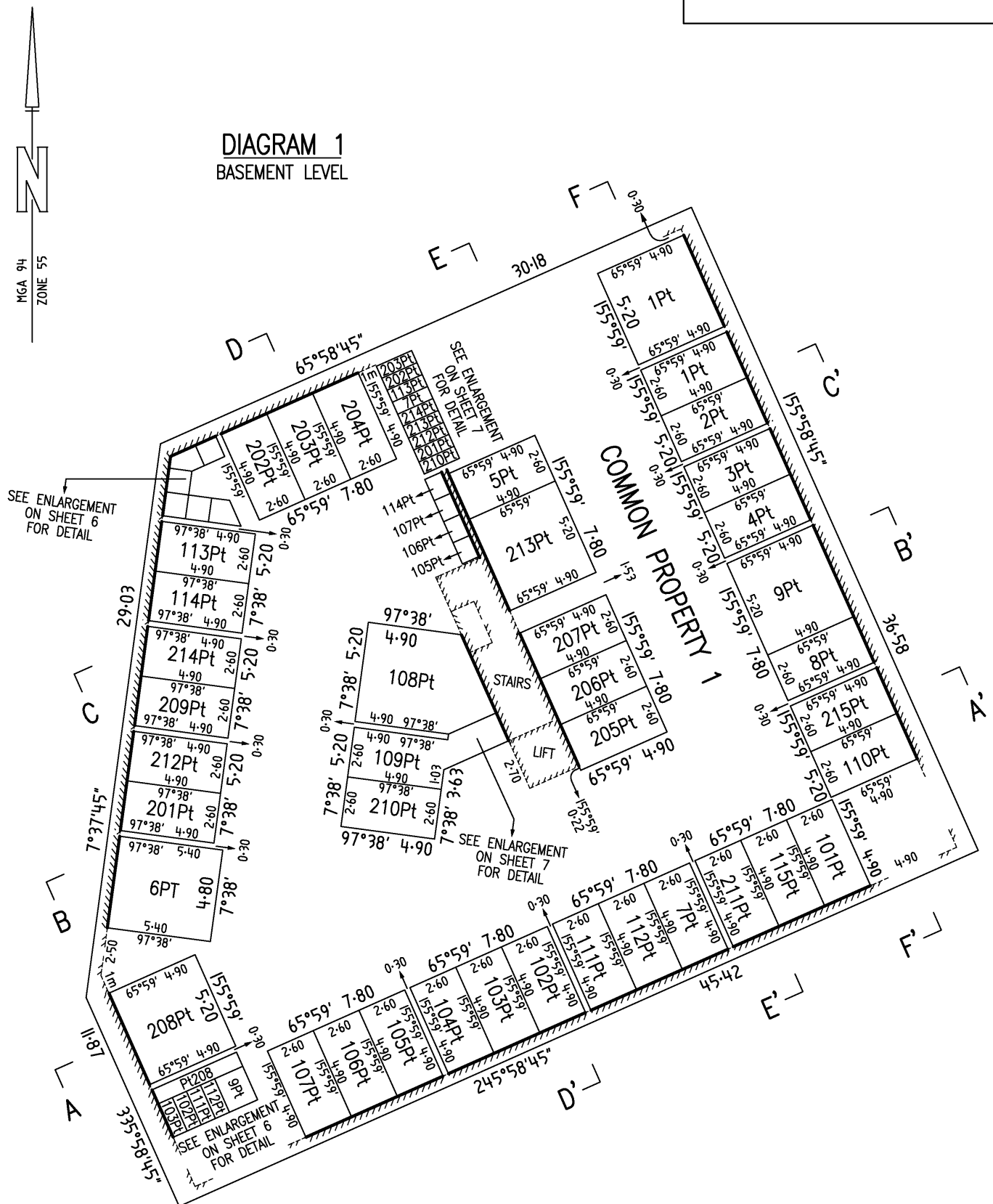
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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------|--|
| PLAN OF SUBDIVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                | EDITION 1                                                                                                                                                                     |               | STAGE<br>-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   | PS 743617M |  |
| <b>LOCATION OF LAND</b><br><br>PARISH: NUNAWADING<br><br>TOWNSHIP: ----<br><br>SECTION: ----<br><br>CROWN ALLOTMENT: ----<br><br>CROWN PORTION: 82 (PART)<br><br>TITLE REFERENCE: Vol. 3608 Fol. 554<br>Vol. 3567 Fol. 328<br>Vol. 10660 Fol. 162<br>Vol. 10660 Fol. 163<br><br>LAST PLAN REFERENCE: Lots 104 & 105 on LP 3051<br>Lots 1 & 2 on PS 507227V<br><br>POSTAL ADDRESS: 55-65 RAILWAY ROAD<br>(at time of subdivision) BLACKBURN 3130<br><br>MGA94 CO-ORDINATES: E: 337420 ZONE: 55<br>(of approx centre of land N: 5812610 GDA 94<br>in plan) |                |                                                                                                                                                                               |               | <b>Council Name:</b> Whitehorse City Council<br><br><b>Council Reference Number:</b> CRT/6545<br><b>Planning Permit Reference:</b> WH/2016/1072<br><b>SPEAR Reference Number:</b> S095681E<br><br><b>Certification</b><br><br>This plan is certified under section 6 of the Subdivision Act 1988<br><br><b>Statement of Compliance</b><br><br>This is a statement of compliance issued under section 21 of the Subdivision Act 1988<br><br><b>Public Open Space</b><br><br>A requirement for public open space under section 18 of the Subdivision Act 1988<br>Has been made and the requirement has been satisfied at Certification<br><br>Digitally signed by: Aileen Lam for Whitehorse City Council on 21/03/2017                                                                                                                                                                                                                                                                                                                                    |                                                   |            |  |
| <b>VESTING OF ROADS AND/OR RESERVES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                                                                                                                                                                               |               | <b>NOTATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                   |            |  |
| <b>IDENTIFIER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                | <b>COUNCIL/BODY/PERSON</b>                                                                                                                                                    |               | <b>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</b><br>For details of any Owners Corporations including purpose, responsibility, entitlement and liability see Owners Corporation Search Report, Owners Corporation Additional Information and, if applicable, Owners Corporation Rules.<br><br><b>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</b><br><br><b>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</b><br><b>INTERIOR FACE: SHOWN THUS</b> <br><b>MEDIAN: ALL OTHER BOUNDARIES</b><br><br><b>HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL IS CONTAINED IN THAT PARCEL</b><br><br><b>COMMON PROPERTY 1 IS ALL LAND IN THE PLAN EXCEPT LOTS, COMMON PROPERTY 2 &amp; COMMON PROPERTY 3</b><br><br><b>ALL STRUCTURAL COLUMNS, WALLS, SLABS, BEAMS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE CONTAINED IN COMMON PROPERTY 1 UNLESS OTHERWISE NOTED.</b> |                                                   |            |  |
| NIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                | NIL                                                                                                                                                                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| <b>NOTATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| DEPTH LIMITATION DOES NOT APPLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| <b>SURVEY:</b><br>This plan is/is not based on survey.<br><br><b>STAGING:</b><br>This is/is not a staged subdivision.<br>Planning Permit No. WH/2016/1072<br><br>This survey has been connected to NUNAWADING PM 1 & NUNAWADING PM 999<br>In Proclaimed Survey Area No.                                                                                                                                                                                                                                                                                  |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
|  - DENOTES STRUCTURE (NON-BOUNDARY)<br>PT - PART<br>CP1 - COMMON PROPERTY 1<br>CP2 - COMMON PROPERTY 2<br>CP3 - COMMON PROPERTY 3                                                                                                                                                                                                                                                                                                                                      |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| <b>EASEMENT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| <b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| <b>Easement Reference</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Purpose</b> | <b>Width (Metres)</b>                                                                                                                                                         | <b>Origin</b> | <b>Land Benefited/In Favour Of</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |            |  |
| NIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                                                                                                                                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |            |  |
| <b>PETER RICHARDS SURVEYING</b><br>337-339 GREENSBOROUGH ROAD WATSONIA 3087<br>Tel: 9432 6944 Fax: 9434 4052<br>POSTAL ADDRESS: P.O. Box 237<br>WATSONIA 3087<br>subdivisions@prsurveying.com.au                                                                                                                                                                                                                                                                                                                                                         |                | <b>SURVEYORS FILE REF:</b> 12808<br><br>Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying ),<br>Surveyor's Plan Version (10),<br>21/03/2017 Amended: 28/04/2017 |               | <b>ORIGINAL SHEET SIZE:</b> A3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>SHEET 1 OF 13 SHEETS</b>                       |            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                                                                                                                                                                               |               | <b>PLAN REGISTERED</b><br><b>TIME:</b> 17:24<br><b>DATE:</b> 01/05/17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>B.J.S.</b><br>Assistant Registrar<br>of Titles |            |  |

PS 743617M

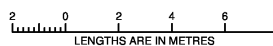
DIAGRAM 1  
BASEMENT LEVEL



PETER RICHARDS SURVEYING

337-339 GREENSBOROUGH ROAD WATSONIA 3087  
Tel: 9432 6944 Fax: 9434 4052  
POSTAL ADDRESS: P.O. Box 237  
WATSONIA 3087  
subdivisions@prsurveying.com.au

SCALE  
1:200



Digitally signed by: IAN DAVID BARKER (Peter Richards  
Surveying ),  
Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

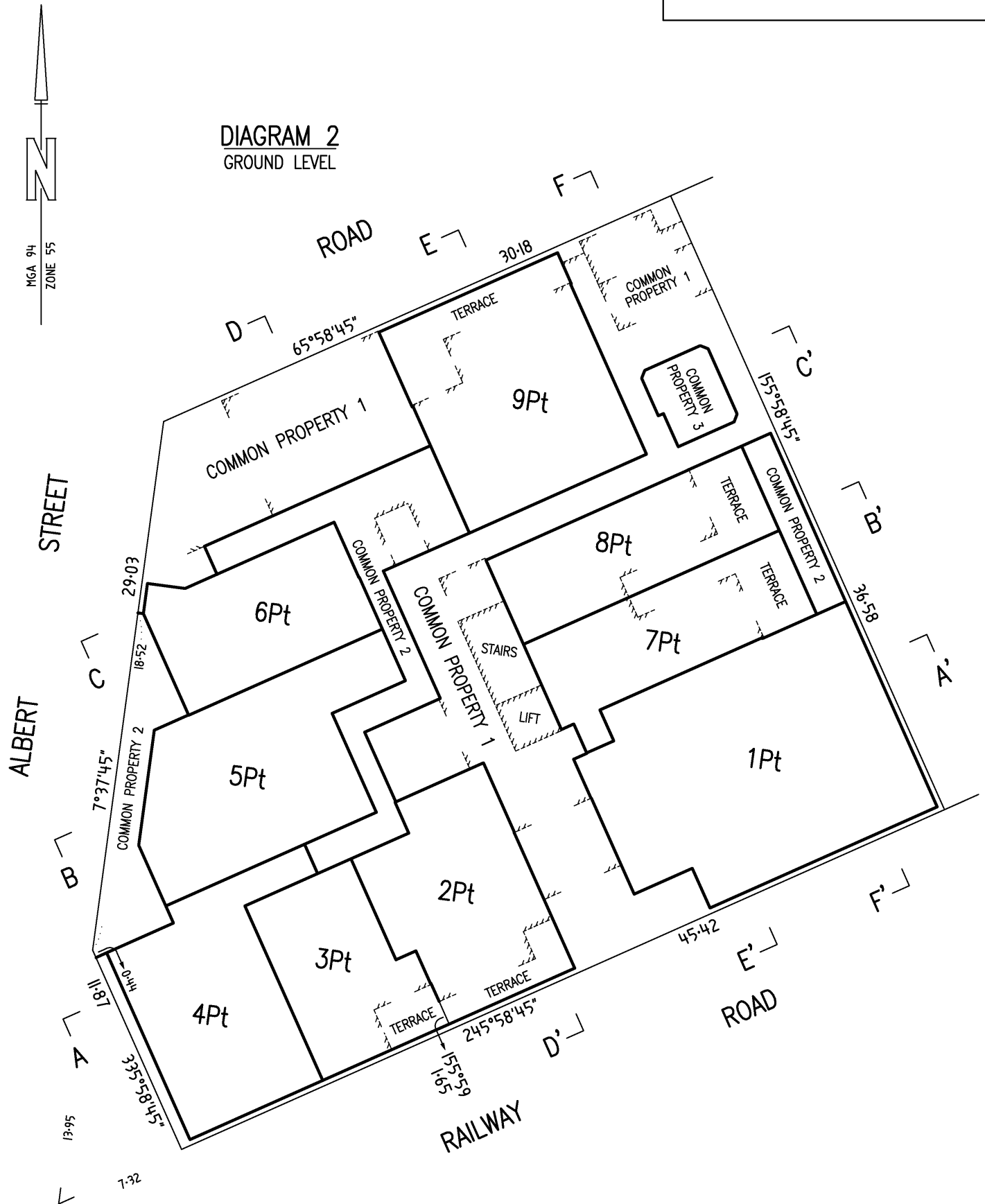
ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by:  
Whitehorse City Council,  
21/03/2017,  
SPEAR Ref: S095681E

PS 743617M

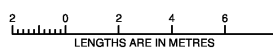
**DIAGRAM 2**  
GROUND LEVEL



**PETER RICHARDS SURVEYING**

337-339 GREENSBOROUGH ROAD WATSONIA 3087  
Tel: 9432 6944 Fax: 9434 4052  
POSTAL ADDRESS: P.O. Box 237  
WATSONIA 3087  
subdivisions@prsurveying.com.au

SCALE  
1:200



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Surveying ),  
Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET  
SIZE: A3

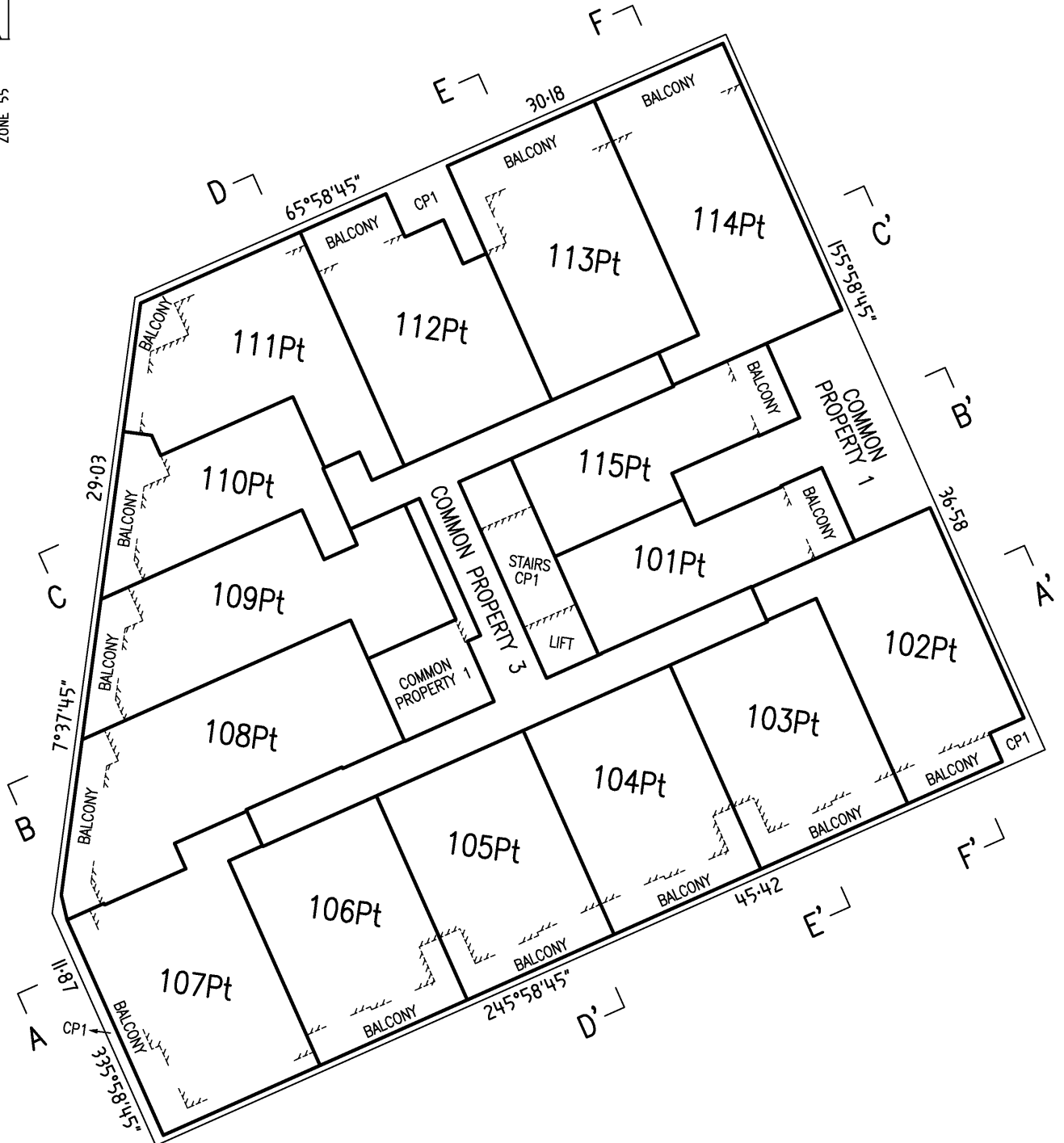
SHEET 3

Digitally signed by:  
Whitehorse City Council,  
21/03/2017,  
SPEAR Ref: S095681E

PS 743617M



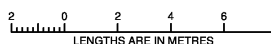
**DIAGRAM 3**  
FIRST LEVEL



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SCALE  
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Surveying ),  
Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET  
SIZE: A3

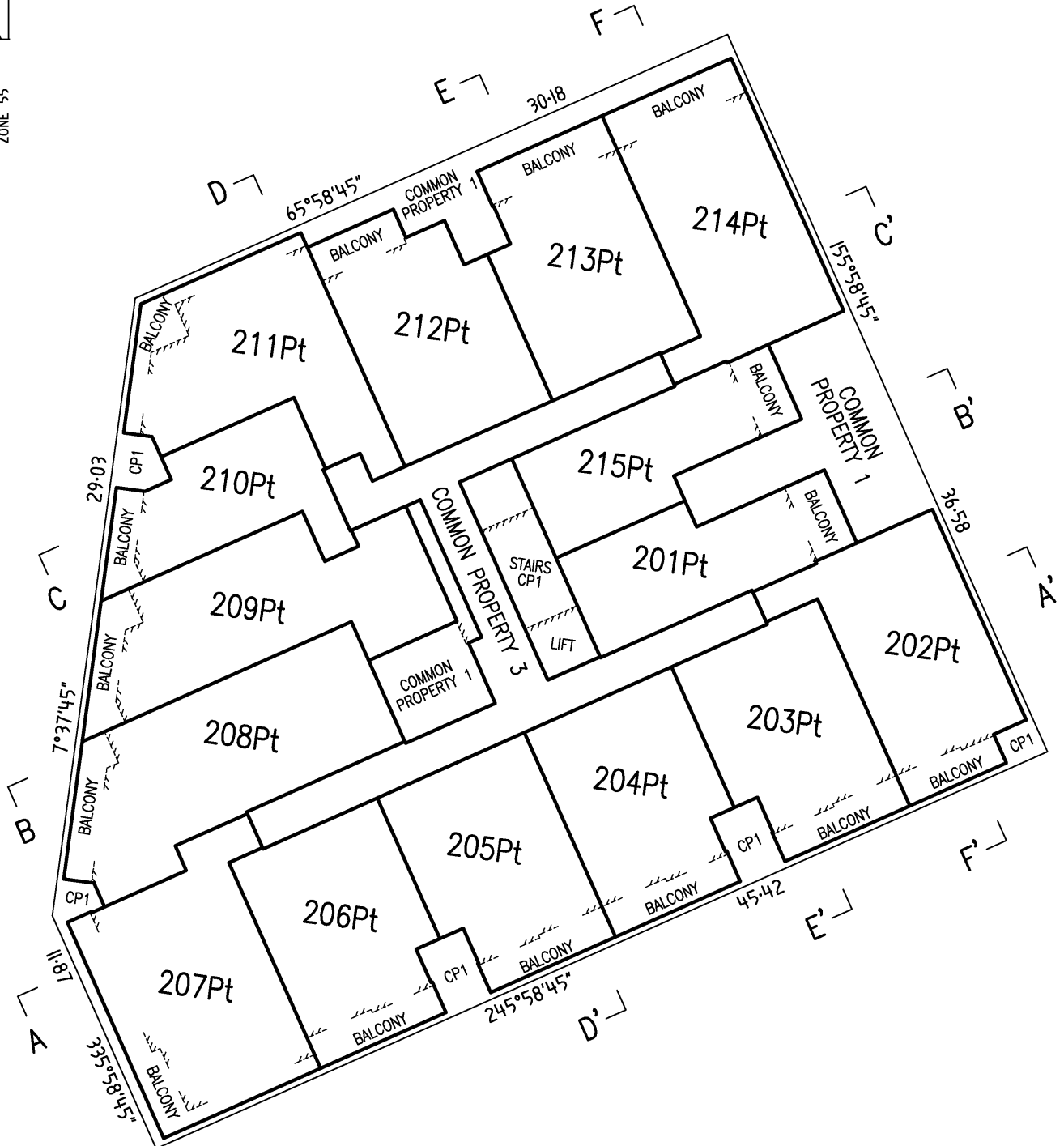
SHEET 4

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21/03/2017,  
SPEAR Ref: S095681E

PS 743617M



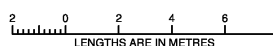
**DIAGRAM 4**  
SECOND LEVEL



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subdivisions@prsurveying.com.au

SCALE  
1:200



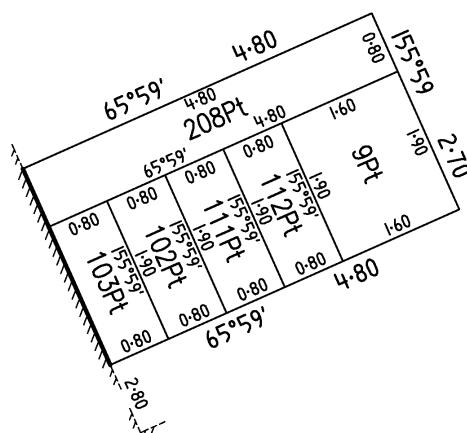
Digitally signed by: IAN DAVID BARKER (Peter Richards  
Surveying ),  
Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET  
SIZE: A3

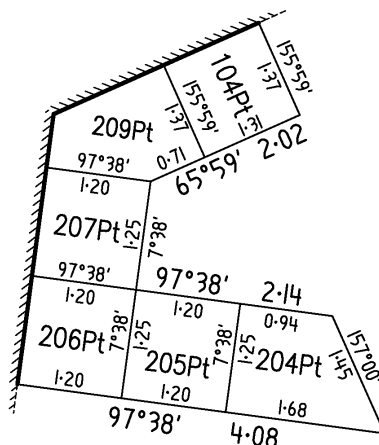
SHEET 5

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21/03/2017,  
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PS 743617M



**DIAGRAM 5**  
ENLARGEMENT FROM SHEET 2  
- NOT TO SCALE -

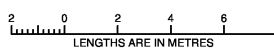


**DIAGRAM 6**  
ENLARGEMENT FROM SHEET 2  
- NOT TO SCALE -

**PETER RICHARDS SURVEYING**

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POSTAL ADDRESS: P.O. Box 237  
WATSONIA 3087  
subdivisions@prsveying.com.au

SCALE  
1:200



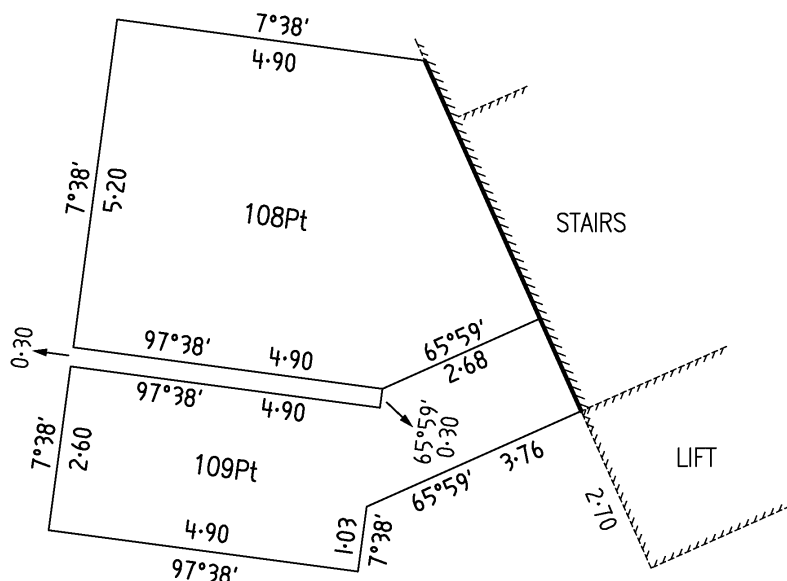
Digitally signed by: IAN DAVID BARKER (Peter Richards  
Surveying ),  
Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET  
SIZE: A3

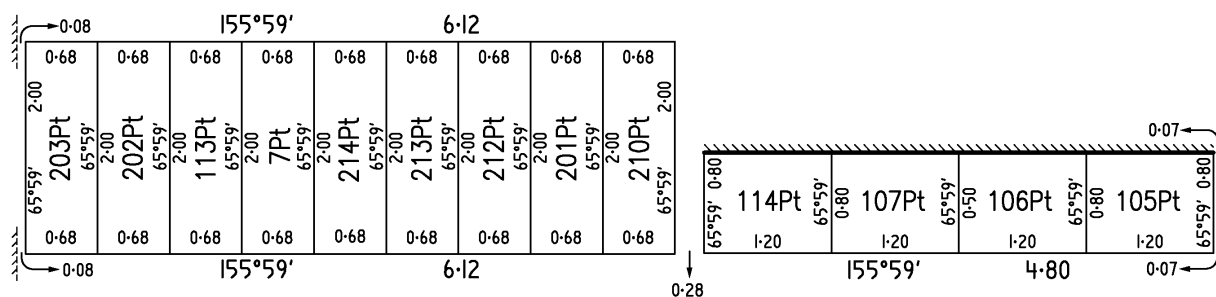
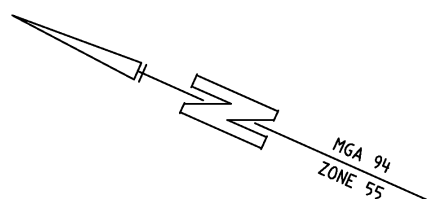
SHEET 6

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21/03/2017,  
SPEAR Ref: S095681E

PS 743617M



**DIAGRAM 7**  
ENLARGEMENT FROM SHEET 2  
- NOT TO SCALE -

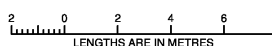


**DIAGRAM 8**  
ENLARGEMENT FROM SHEET 2  
- NOT TO SCALE -

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21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET  
SIZE: A3

SHEET 7

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21/03/2017,  
SPEAR Ref: S095681E

PS 743617M

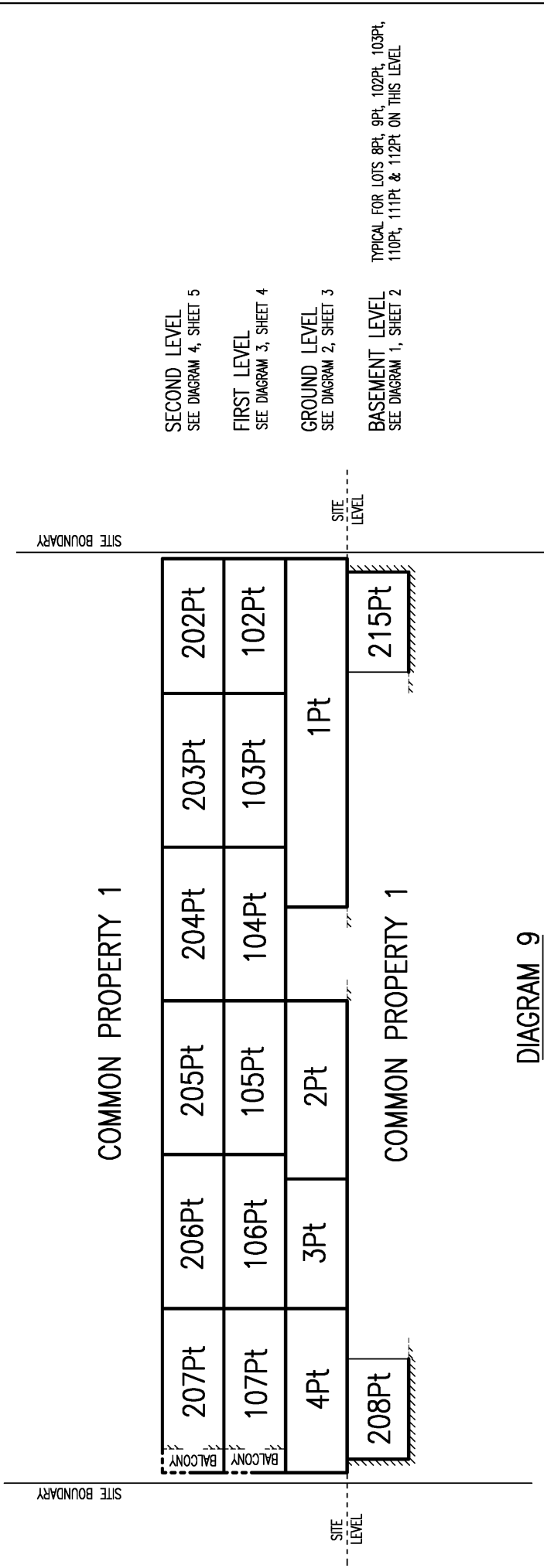
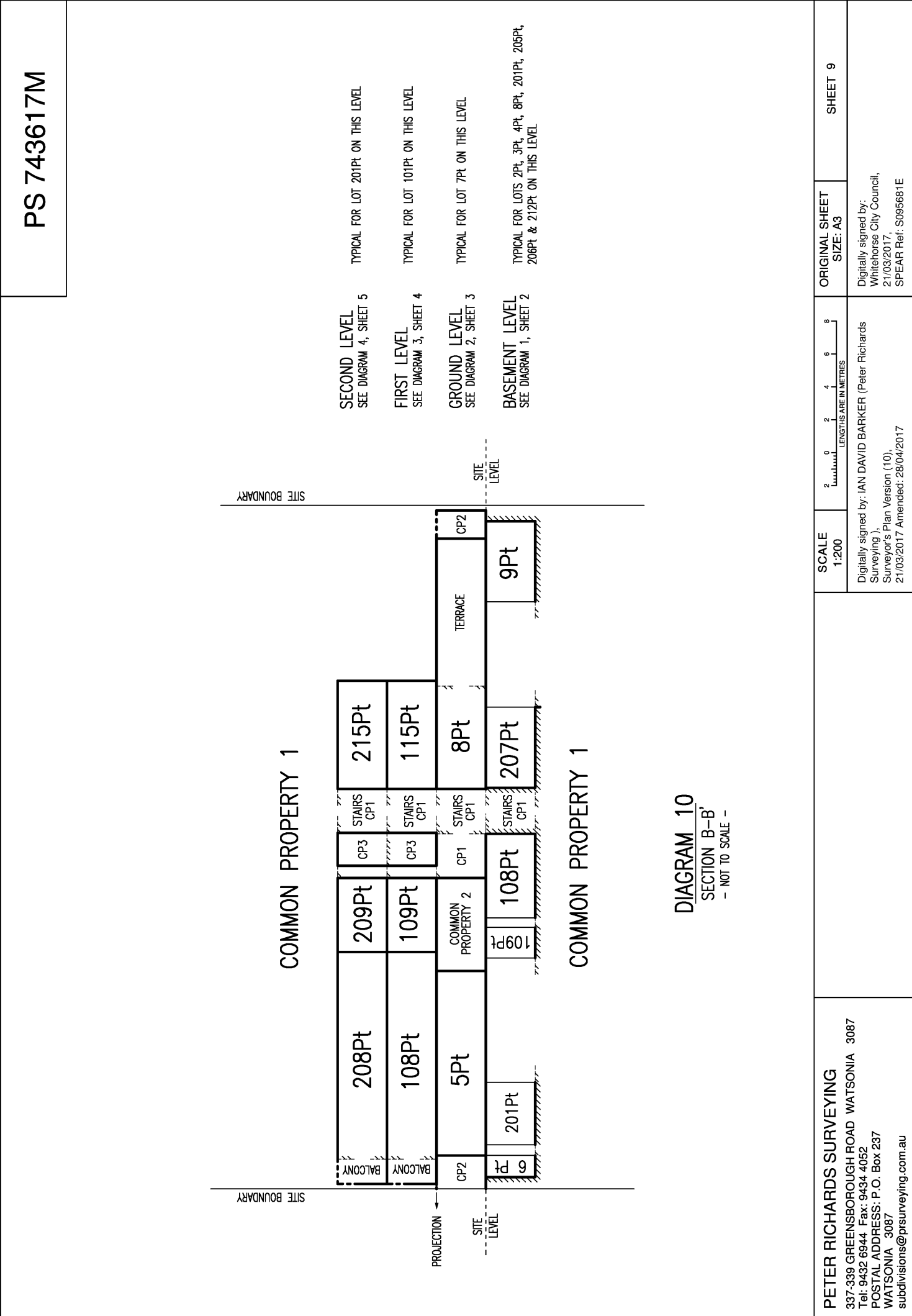
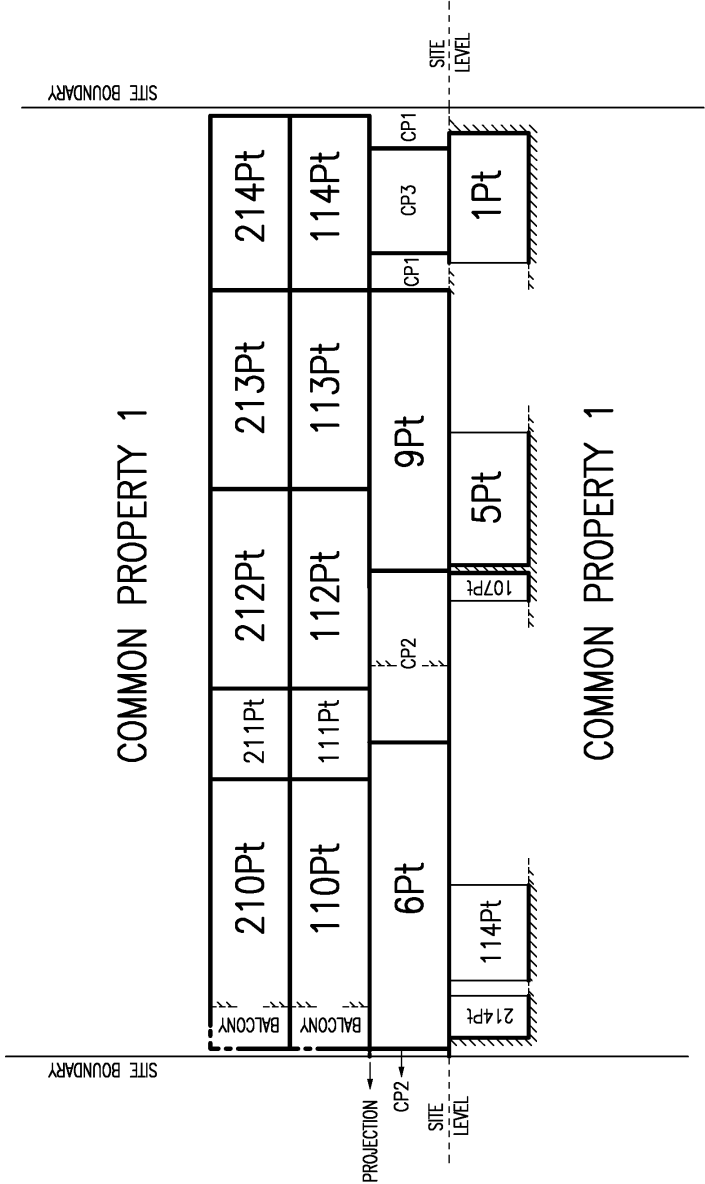


DIAGRAM 9  
SECTION A-A'  
- NOT TO SCALE -

|                                                                                                                                                                                           |  |                                                                                        |  |                                      |  |                            |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|--|--------------------------------------|--|----------------------------|---------|
| PETER RICHARDS SURVEYING<br>337-339 GREENSBOROUGH ROAD WATSONIA 3087<br>Tel: 9432 6944 Fax: 9434 4052<br>POSTAL ADDRESS: P.O. Box 237<br>WATSONIA 3087<br>subdivisions@prsurveying.com.au |  | SCALE<br>1:200                                                                         |  | 2 0 2 4 6 8<br>LENGTHS ARE IN METRES |  | ORIGINAL SHEET<br>SIZE: A3 | SHEET 8 |
| Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying),<br>Surveyor's Plan Version (10),<br>21/03/2017 Amended: 28/04/2017                                                      |  | Digitally signed by:<br>Whitehorse City Council,<br>21/03/2017,<br>SPEAR Ref: S095681E |  |                                      |  |                            |         |



PS 743617M



SECOND LEVEL  
SEE DIAGRAM 4, SHEET 5

FIRST LEVEL  
SEE DIAGRAM 3, SHEET 4

GROUND LEVEL  
SEE DIAGRAM 2, SHEET 3

BASEMENT LEVEL  
SEE DIAGRAM 1, SHEET 2

TYPICAL FOR LOT 105Pt, 106Pt, 113Pt,  
114Pt, 201Pt, 203Pt, 207Pt, 209Pt,  
210Pt, 212Pt, 213Pt & 214Pt ON THIS LEVEL

DIAGRAM 11  
SECTION C-C'  
- NOT TO SCALE -

PETER RICHARDS SURVEYING

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Tel: 9432 6944 Fax: 9434 4052  
POSTAL ADDRESS: P.O. Box 237  
WATSONIA 3087  
subdivisions@prsurveying.com.au

SCALE  
1:200

2 0 2 4 6 8  
LENGTHS ARE IN METRES

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Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET  
SIZE: A3

SHEET 10

Digitally signed by:  
Whitehorse City Council,  
21/03/2017,  
SPEAR Ref: S095681E

PS 743617M

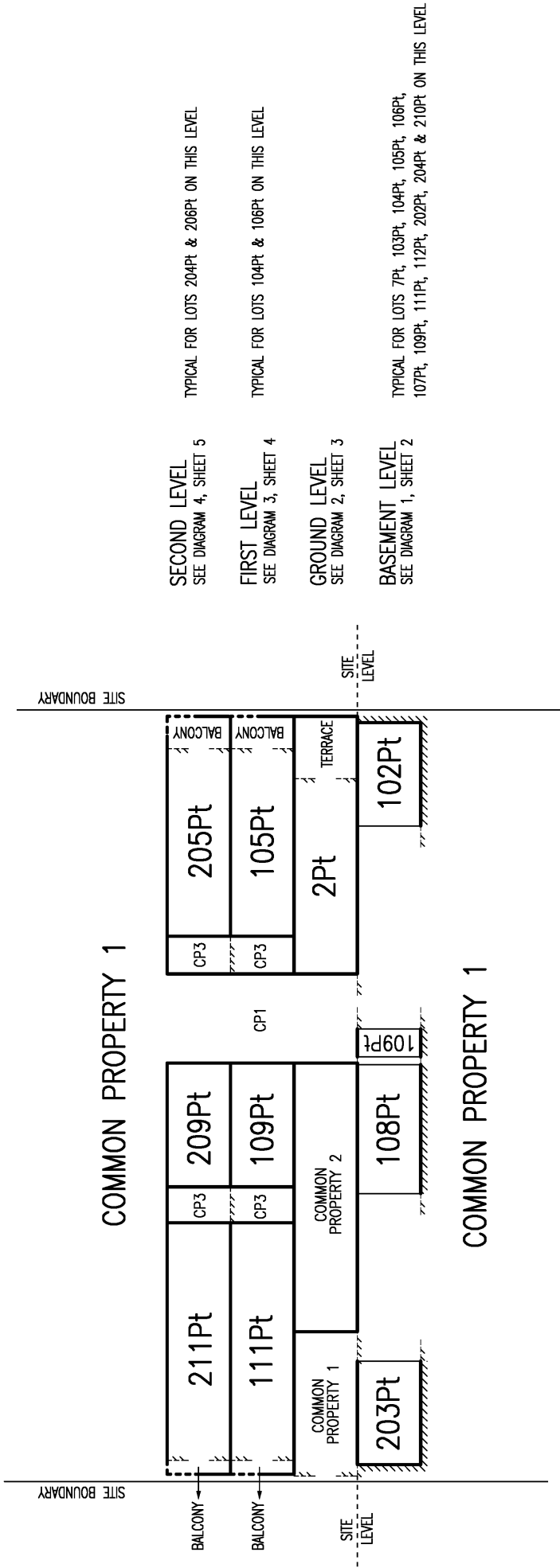


DIAGRAM 12  
SECTION D-D'  
- NOT TO SCALE -

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subdivisions@prsurveying.com.au

SCALE  
1:200

2 0 2 4 6 8  
LENGTHS ARE IN METRES

Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying),  
Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET  
SIZE: A3

Digitally signed by:  
Whitehorse City Council,  
21/03/2017,  
SPEAR Ref: S095681E

SHEET 11

PS 743617M

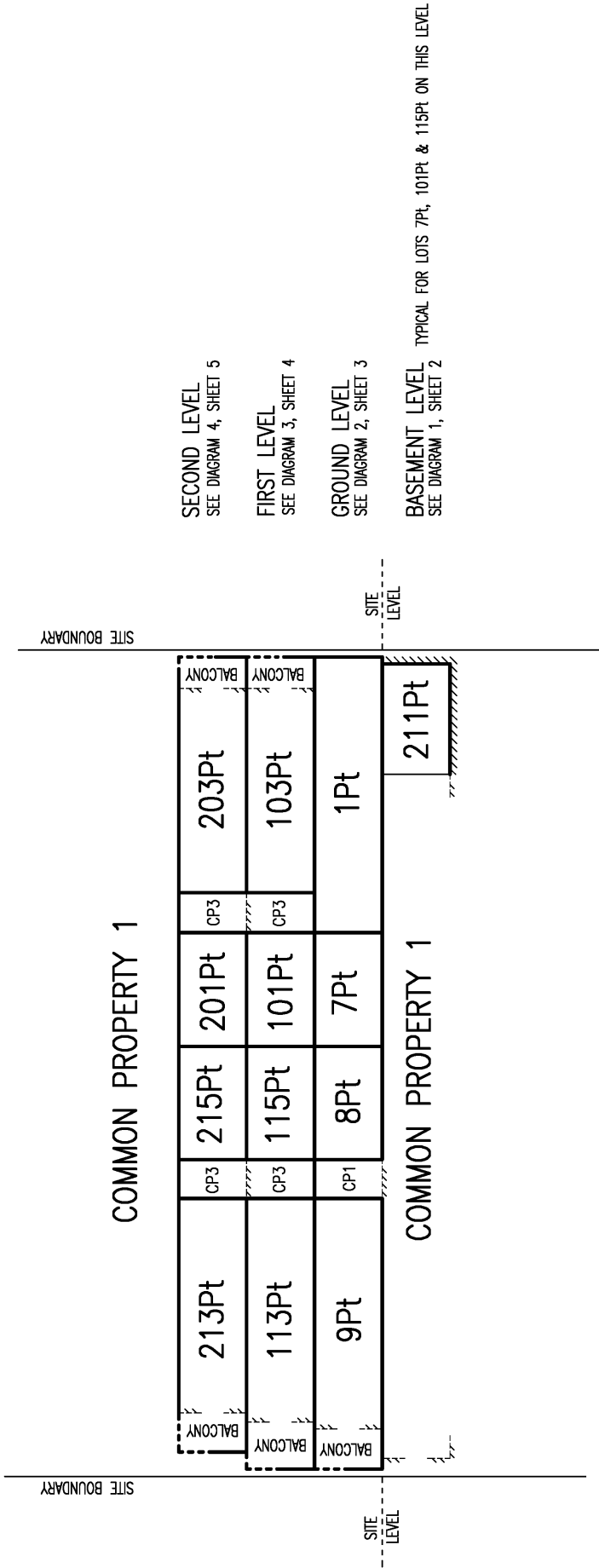


DIAGRAM 13  
SECTION E-E'  
- NOT TO SCALE -

PETER RICHARDS SURVEYING  
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Tel: 9432 6944 Fax: 9434 4052  
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subdivisions@prsurveying.com.au

SCALE 1:200  
LENGTHS ARE IN METRES  
0 2 4 6 8  
Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying),  
Surveyor's Plan Version (10),  
21/03/2017 Amended: 28/04/2017

ORIGINAL SHEET SIZE: A3  
SHEET 12  
Digitally signed by:  
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21/03/2017,  
SPEAR Ref: S095681E

PS 743617M

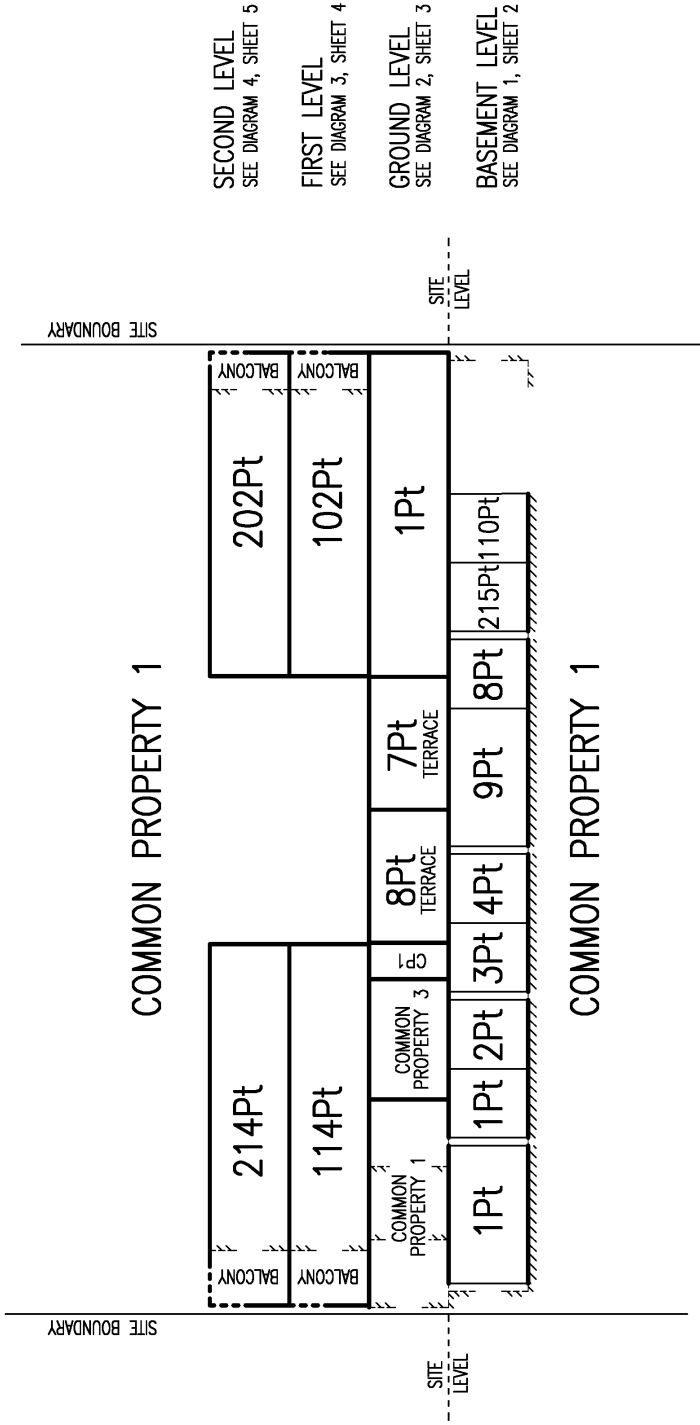


DIAGRAM 14  
SECTION F-F'  
- NOT TO SCALE -

|                                                                                                                                                                                           |  |                                                                                        |  |                                      |  |                            |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|--|--------------------------------------|--|----------------------------|----------|
| PETER RICHARDS SURVEYING<br>337-339 GREENSBOROUGH ROAD WATSONIA 3087<br>Tel: 9432 6944 Fax: 9434 4052<br>POSTAL ADDRESS: P.O. Box 237<br>WATSONIA 3087<br>subdivisions@prsurveying.com.au |  | SCALE<br>1:200                                                                         |  | 2 0 2 4 6 8<br>LENGTHS ARE IN METRES |  | ORIGINAL SHEET<br>SIZE: A3 | SHEET 13 |
| Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying),<br>Surveyor's Plan Version (10),<br>21/03/2017 Amended: 28/04/2017                                                      |  | Digitally signed by:<br>Whitehorse City Council,<br>21/03/2017,<br>SPEAR Ref: S095681E |  |                                      |  |                            |          |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 30/10/2020 12:28:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS743617M**

The land in PS743617M is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1 - 9, 101 - 115, 201 - 215.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

UNIT 5 259 BLACKBURN ROAD DONCASTER EAST VIC 3109

AN982309D 27/06/2017

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC034580M 01/05/2017

### Additional Owners Corporation Information:

OC034577A 01/05/2017

### Notations:

Members of Owners Corporation 1 are also affected by Owners Corporation 2 and Owners Corporation 3. Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

### Entitlement and Liability:

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

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0           | 0         |
| Common Property 2 | 0           | 0         |
| Common Property 3 | 0           | 0         |
| Lot 1             | 62          | 62        |
| Lot 2             | 28          | 28        |
| Lot 3             | 22          | 22        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 30/10/2020 12:28:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS743617M**

### Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 4       | 29          | 29        |
| Lot 5       | 36          | 36        |
| Lot 6       | 26          | 26        |
| Lot 7       | 23          | 23        |
| Lot 8       | 23          | 23        |
| Lot 9       | 39          | 39        |
| Lot 101     | 18          | 18        |
| Lot 102     | 26          | 26        |
| Lot 103     | 24          | 24        |
| Lot 104     | 24          | 24        |
| Lot 105     | 24          | 24        |
| Lot 106     | 24          | 24        |
| Lot 107     | 29          | 29        |
| Lot 108     | 33          | 33        |
| Lot 109     | 27          | 27        |
| Lot 110     | 19          | 19        |
| Lot 111     | 25          | 25        |
| Lot 112     | 24          | 24        |
| Lot 113     | 26          | 26        |
| Lot 114     | 28          | 28        |
| Lot 115     | 18          | 18        |
| Lot 201     | 18          | 18        |
| Lot 202     | 22          | 22        |
| Lot 203     | 22          | 22        |
| Lot 204     | 22          | 22        |
| Lot 205     | 22          | 22        |
| Lot 206     | 15          | 15        |
| Lot 207     | 28          | 28        |
| Lot 208     | 33          | 33        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 30/10/2020 12:28:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS743617M**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement    | Liability      |
|--------------|----------------|----------------|
| Lot 209      | 27             | 27             |
| Lot 210      | 17             | 17             |
| Lot 211      | 25             | 25             |
| Lot 212      | 23             | 23             |
| Lot 213      | 24             | 24             |
| Lot 214      | 27             | 27             |
| Lot 215      | 18             | 18             |
| <b>Total</b> | <b>1000.00</b> | <b>1000.00</b> |

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 30/10/2020 12:29:00 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS743617M**

The land in PS743617M is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 6.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

UNIT 5 259 BLACKBURN ROAD DONCASTER EAST VIC 3109

AN982309D 27/06/2017

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC034578X 01/05/2017

### Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

### Entitlement and Liability:

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

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 2 | 0           | 0         |
| Lot 1             | 62          | 62        |
| Lot 2             | 28          | 28        |
| Lot 3             | 22          | 22        |
| Lot 4             | 29          | 29        |
| Lot 5             | 36          | 36        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 30/10/2020 12:29:00 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS743617M**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement   | Liability     |
|--------------|---------------|---------------|
| Lot 6        | 26            | 26            |
| <b>Total</b> | <b>203.00</b> | <b>203.00</b> |

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Statement End.



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**OWNERS CORPORATION 3**  
**PLAN NO. PS743617M**

The land in PS743617M is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 3, Lots 7 - 9, 101 - 115, 201 - 215.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

UNIT 5 259 BLACKBURN ROAD DONCASTER EAST VIC 3109

AN982309D 27/06/2017

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC034579V 01/05/2017

### Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

### Entitlement and Liability:

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

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 3 | 0           | 0         |
| Lot 7             | 23          | 23        |
| Lot 8             | 23          | 23        |
| Lot 9             | 39          | 39        |
| Lot 101           | 18          | 18        |
| Lot 102           | 26          | 26        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 30/10/2020 12:29:00 PM

**OWNERS CORPORATION 3  
PLAN NO. PS743617M**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement   | Liability     |
|--------------|---------------|---------------|
| Lot 103      | 24            | 24            |
| Lot 104      | 24            | 24            |
| Lot 105      | 24            | 24            |
| Lot 106      | 24            | 24            |
| Lot 107      | 29            | 29            |
| Lot 108      | 33            | 33            |
| Lot 109      | 27            | 27            |
| Lot 110      | 19            | 19            |
| Lot 111      | 25            | 25            |
| Lot 112      | 24            | 24            |
| Lot 113      | 26            | 26            |
| Lot 114      | 28            | 28            |
| Lot 115      | 18            | 18            |
| Lot 201      | 18            | 18            |
| Lot 202      | 22            | 22            |
| Lot 203      | 22            | 22            |
| Lot 204      | 22            | 22            |
| Lot 205      | 22            | 22            |
| Lot 206      | 15            | 15            |
| Lot 207      | 28            | 28            |
| Lot 208      | 33            | 33            |
| Lot 209      | 27            | 27            |
| Lot 210      | 17            | 17            |
| Lot 211      | 25            | 25            |
| Lot 212      | 23            | 23            |
| Lot 213      | 24            | 24            |
| Lot 214      | 27            | 27            |
| Lot 215      | 18            | 18            |
| <b>Total</b> | <b>797.00</b> | <b>797.00</b> |



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 30/10/2020 12:29:00 PM

|                                                          |
|----------------------------------------------------------|
| <b>OWNERS CORPORATION 3</b><br><b>PLAN NO. PS743617M</b> |
|----------------------------------------------------------|

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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.

## OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No. **1** PS **743617M**

Address **55-65 Railway Road, Blackburn VIC 3130**

This certificate is issued for Lot **210** on Plan of Subdivision No **743617M**

Postal address is C/- Australian Body Corporate

PO Box 278

Doncaster Heights VIC 3109

Tel: 03 8418 8787

### IMPORTANT:

The information in this certificate is issued on **6 November 2020**.

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

(a) The current annual fees for the lot are **\$1,173.84\***

***\*Please note that the fees mentioned above are based on the budget for FY 2019-20, these may change in the next AGM.***

(b) The period for which the fees for the lot have been levied is 1/05/20 to 30/04/21

(c) The total of any unpaid fees or charges for the lot is: **\$NIL\***

***\*Please send us an email prior to Settlement for updated figures***

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

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

If so, then provide details: NIL

(f) The owners corporation has the following insurance cover:

Name of Company: Strata Community Insurance

No. of Policy: VCSC18000365

Kind of Policy: Residential Strata Insurance

Building Amount: \$17,490,000

Public Liability Amount: \$20,000,000

Renewal Date: 19 April 2021

(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 of the 3<sup>rd</sup> November 2020 are as follows:

Admin Fund: \$29,831.19

(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: NIL

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

If so, then provide details:

- Embedded Network Deed with OC Energy Pty Ltd.

- Agreement with Origin Energy for the operation and maintenance of a centralized hot water system and associated billing system.
- Lease licence of air rights above Owners Corporation No. 1.  
(Copy available upon request)

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?  
If so, then provide details: NIL

(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 6 November 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: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?  
If so, then provide details:

The manager is Australian Body Corporate  
PO Box 278  
Doncaster Heights VIC 3109  
Telephone: 03 8418 8787

(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 minutes of the last annual general meeting of the owners corporation  
A copy of the model/consolidated rules registered at Land Victoria.  
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled  
*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

**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.

Date: 6 November 2020

This owners corporation certificate was prepared by Manningham Owners Corporation Pty Ltd ACN 154 482 274 T/As Australian Body Corporate



Signature of Robert Manfredi  
Owners Corporation Manager For and behalf of  
Owners Corporation No. 1 PS 743617M

## OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No. **3 PS 743617M**

Address **55-65 Railway Road, Blackburn VIC 3130**

This certificate is issued for Lot **210** on Plan of Subdivision No **743617M**

Postal address is C/- Australian Body Corporate

PO Box 278

Doncaster Heights VIC 3109

Tel: 03 8418 8787

### IMPORTANT:

The information in this certificate is issued on **6 November 2020**.

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

(a) The current annual fees for the lot are **\$624.96\***

***\*Please note that the fees mentioned above are based on the FY 2019-20, these may change in the next AGM.***

(b) The period for which the fees for the lot have been levied is 1/05/20 to 30/04/21

(c) The total of any unpaid fees or charges for the lot is: **\$NIL\***

***\*Please send us an email prior to Settlement for updated figures.***

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

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

If so, then provide details: NIL

(f) The owners corporation has the following insurance cover:

Name of Company: Strata Community Insurance

No. of Policy: VCSC18000365

Kind of Policy: Residential Strata Insurance

Building Amount: \$17,490,000

Public Liability Amount: \$20,000,000

Renewal Date: 19 April 2021

(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 of the 3<sup>rd</sup> November 2020 are as follows:

Admin Fund: \$9,865.07

(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:

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

If so, then provide details: NIL

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

(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 6 November 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: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Australian Body Corporate  
PO Box 278  
Doncaster Heights VIC 3109  
Telephone: 03 8418 8787

(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 minutes of the last annual general meeting of the owners corporation

A copy of the model/consolidated rules registered at Land Victoria.

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled

*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

**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.

Date: 6 November 2020

This owners corporation certificate was prepared by Manningham Owners Corporation Pty Ltd ACN 154 482 274 T/As Australian Body Corporate



Signature of Robert Manfredi  
Owners Corporation Manager For and behalf of  
Owners Corporation No. **3** PS **743617M**



## MINUTES OF ANNUAL GENERAL MEETING

### OWNERS CORPORATION – PS 743617M – 1 & 3 55-65 Railway Road, BLACKBURN VIC 3130

Minutes of the Annual General Meeting held at  
Suite 5/259 Blackburn Road, DONCASTER EAST (Ray White Office)  
on **Tuesday 19<sup>th</sup> November 2019** at 6:00pm

---

#### 1. Welcome and Appointment of Chairperson

Mr Robert Manfredi of Australian Body Corporate welcomed the members to the Annual General Meeting of OC PS 743617M-1, 2 & 3 which commenced at 6:10pm.

It was agreed that Mr Robert Manfredi was elected as Chairperson of the meeting and he take the meeting minutes.

It was resolved that all 3 Annual General Meeting's would proceed concurrently and that specific resolutions would be put to each respective OC where appropriate.

#### 2. Noting Attendance, Apologies & Proxies

##### Present

Lot 7 – Brenton Dalton (OC1 & OC3)  
Lot 101 – Michelle Lawther (Left at 8:55pm appointing Krystal Chua – Lot 201 as proxy) (OC1 & OC3)  
Lot 103 – Dale Bradley (OC1 & OC3)  
Lot 104 – Steve Pavlovic (Left at 7:40pm) (OC1 & OC3)  
Lot 108 – Andrew & Emily Kleidon (OC1 & OC3)  
Lot 110 – Lynn Shelton (OC1 & OC3)  
Lot 201 – Krystal Chua (OC1 & OC3)  
Lot 212 – Jeffery Lawson (OC1 & OC3)  
Lot 213 – Greg Rose (OC1 & OC3)

##### Proxy

Lot 1 – Alice Wang for Spacious Property Development Pty Ltd (OC1 & OC2)  
Lot 2 – Alice Wang for Spacious Property Development Pty Ltd (OC1 & OC2)  
Lot 3 – Alice Wang for Spacious Property Development Pty Ltd (OC1 & OC2)  
Lot 4 – Alice Wang for Spacious Property Development Pty Ltd (OC1 & OC2)  
Lot 5 – Edmund Chen for Spacious Property Development Pty Ltd (OC1 & OC2)  
Lot 6 – Alice Wang for Spacious Property Development Pty Ltd (OC1 & OC2)  
Lot 107 – Alice Wang for Runfang Chen (OC1 & OC3)  
Lot 113 – Andrew Kleidon for Gerrad Young (OC1 & OC3)  
Lot 203 – Alice Wang for Xiaoyun Lai (OC1 & OC3)  
Lot 205 – Alice Wang for Lihua Chen (OC1 & OC3)  
Lot 206 – Edmund Chen for Shicheng Xu (OC1 & OC3)  
Lot 207 – Alice Wang for Jingsheng Liang (OC1 & OC3)  
Lot 208 – Andrew Kleidon for John Williams (OC1 & OC3)  
Lot 211 – Alice Wang for Runfang Chen (OC1 & OC3)



## AUSTRALIAN BODY CORPORATE

### Apologies

Lot 102 – Greg Bulloch (OC1 & OC3)  
Lot 106 – Jessica Wates (OC1 & OC3)

### Manager(s) in attendance

Mr Robert Manfredi of Australian Body Corporate

### Quorum Present

#### Owners Corporation No. 1 –

23 of 39 lots were present which represented 58.97% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was present. Therefore, all general resolutions made at the AGM are binding resolutions of the Owners Corporation.

#### Owners Corporation No. 3 –

17 of 33 lots were present which represented 51.51% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was present. Therefore, all general resolutions made at the AGM are binding resolutions of the Owners Corporation.

Please note only members who are financials are allowed to vote on general resolutions of the Owners Corporation. Matters requiring a special or unanimous resolution do not require members to be financial.

### 3. Acceptance of previous AGM minutes

The minutes of the following meeting were tabled:

Owners Corporation No. 1 Annual General Meeting (13<sup>th</sup> September 2018)  
Owners Corporation No. 3 Annual General Meeting (13<sup>th</sup> September 2018)

Members resolved to confirm the minutes of this meeting were an accurate record of the discussions which took place.

### 4. Reports –

- a. **Manager** – The below report was tabled by the manager and was part of the notice of meeting.

Australian Body Corporate is a professionally registered (Strata Community Association VIC) management company and holds currency for indemnity.

(DUAL AUSTRALIA – LLOYDS OF LONDON 31/07/2019 to 31/07/2020)

Policy #: ML097028/18/J-1

Limits: \$5,000,000 aggregate for all claims

The report below summarises the items attended to by our office over the last financial year (12 months)

Administrative tasks:

- Members' payments were received and banked.
- Supplier invoices were recorded and payments made.
- Maintain and internally audit of financials
- Renew Strata insurance policy on property
- Update and maintained members contact details on strata roll.



## AUSTRALIAN BODY CORPORATE

Maintenance items completed:

- Repairs & Maintenance
- Engage various contractors to complete various works

Manager items

- Multiple onsite visits.
- Communications with owner(s) and committee member(s) via email and phone calls.

- b. Committee** - The Secretary of OC Committee tabled AGM 003 Agenda and 002 Appendix documents that were attached to the notice of meeting.

Various items on the 002 Appendix document were noted as requiring rectification by Orange (builder) because of being left incomplete at handover and as such, are deemed to be outstanding items under the builder's warranty. It was resolved that the manager actively pursue Orange (builder) to ensure these items are rectified.

### 5. Presentation and Acceptance of previous years financial reports

#### Owners Corporation No. 1

The manager tabled the financial reports for 2018/2019 for Owners Corporation No. 1.

##### Administration Fund

01/05/2018 – 30/04/2019.

Balance Sheet & Income/Expenditure Statement.

Resolution and acceptance of previous year's financial statement.

The member(s) confirmed the financial reports were a true and accurate record of the financial position of the 12 month's period (01/05/2018 – 30/04/2019).

#### Owners Corporation No. 3

The manager tabled the financial reports for 2018/2019 for Owners Corporation No. 3.

##### Administration Fund

01/05/2018 – 30/04/2019.

Balance Sheet & Income/Expenditure Statement.

Resolution and acceptance of previous year's financial statement.

The member(s) confirmed the financial reports were a true and accurate record of the financial position of the 12 month's period (01/05/2018 – 30/04/2019).

### 6. Owners Corporation Committee for OC1 and OC3

- a. Election** - It was resolved that the following lots be appointed as OC1 and OC3 Owners Corporation Committee:

- Lot 7 – Brenton Dalton
- Lot 103 – Dale Bradley
- Lot 107 – Alice wang (Proxy)
- Lot 108 – Andrew Kleidon
- Lot 201 – Krystal Chua
- Lot 208 – John Williams



## AUSTRALIAN BODY CORPORATE

- b. Delegation to the Committee** – Under the Owners Corporation Act 2006, section 101, the committee are delegated the full powers and functions by the Owners Corporation other than resolutions or decisions which require a special or unanimous resolution until the next AGM.

### 7. Review of Building and Public Liability Cover

- a. Review of Building & Public Liability Cover** – The manager noted that the property has building insurance currently held by Owners Corporation PS 743617M.

Details of the policy are:

Strata Community Insurance

Policy Period 19/04/2019 – 19/04/2020

|                    |              |
|--------------------|--------------|
| Policy No.         | VCSC18000365 |
| Building Coverage  | \$12,730,800 |
| Public Liability   | \$20,000,000 |
| Fidelity Guarantee | \$100,000    |

#### Financials Services Declaration

Australian Body Corporate, the manager, is an authorised representative of Strata Community Insurance Australia & CHU Underwriting Agencies P/L & an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd. The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor. If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal) The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance."

#### Financial Services Guide and Product Disclosure Statement

Please contact our office if you require a copy of the insurers Financial Services Guide & Product Disclosure Statement.

#### Standing Direction

Members have resolved that - "To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006, Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually. This direction is to renew insurance with the same policy benefits and increase the limits of cover by 5% at renewal with committee's approval."

#### Public Liability

Public liability cover of \$20 Million complies with the legal minimum under Part 3, Division 6, s60 of the Act and was deemed adequate.

Members are reminded that public liability within the Unit, and owner's contents such as carpet, light fittings & business-related items ARE NOT COVERED under Owners Corporation policy. Separate insurance cover should be taken by owners or occupiers to cover such items.

#### Excess

Members have previously resolved that the excess payment attached to any claim is payable by the Unit Owner making the claim. The current excess is \$500 for any claim per event.

**Manager's Note:** In accordance with the provisions of the current legislation, SCl issue an insurance commission to the Owners Corporation managers. The fee that the OC manager receives is for assisting in the



## AUSTRALIAN BODY CORPORATE

management of insurance claims, management of insurance policy, the issuing of certificate of currencies and general insurance negotiations on behalf of owners.

- b. Insurance Valuation** – It was resolved to obtain an insurance valuation. The manager will engage QIA (cost for valuation is \$736.00).

The manager noted that a special levy will need to be raised to cover the cost of the valuation and any cost associated with any increase in the building sum insured as these items were not included in the 2019/2020 annual budget.

### 8. Occupational Health & Safety Compliance

The OC will monitor the common areas and will advise the manager of any OH&S concerns.

### 9. Common Property Maintenance (Refer to AGM 003 Agenda and 002 Appendix documents that were tabled)

**Common Area Lighting** – It was resolved that the manager obtain advice on a long-term solution to the common area lighting including basement car park. 3 quotes will be obtained. Request to contractors will be:

**Option 1:** Recommendations based on current usage costs versus globe replacement and how the common lights are currently wired throughout the common areas.

**Option 2:** Quote to completely upgrade all lights with LED fittings.

Once recommendation/quotes obtained, the committee will review and advise the manager of any further requirements. Any costs associated with the above have not been included in 2019/2020 annual budget and may require a special levy.

**Moved:** Greg Rose – Lot 213

**Seconded:** Andrew Kleidon – Lot 108

**CCTV Upgrade** – It was resolved not to pursue the CCTV upgrade at this time. After further discussions, it was noted that dummy CCTV signage may be installed. The committee will arrange the purchase of these signs and forward any receipts for the purchase only to the manager for reimbursement.

**Moved:** Steve Pavlovic – Lot 104

**Seconded:** Greg Rose – Lot 213

**Cleaner Appointment** – It was noted the service of current cleaning contractor is not to a standard that is acceptable. The committee have created a new scope of works that is to be used to engage a new contractor. Quotes have been obtained and the committee will review and liaise with the manager. The committee have delegated authority to replace cleaner if performance deemed unacceptable.

**Owner Work Reimbursement** – It was resolved that any reimbursement from committee members for money and time spent for works/tasks carried out to the common property prior to the 19<sup>th</sup> November 2019 be accepted. Andrew Kleidon – Lot 108 and Greg Rose – Lot 213 would have their next OC fees reduced for 8 hrs and 4hrs respectively at the rate of \$90 per hour as approved in January 2019 by the OC Committee. The manager would provide each lot owner with a levy notice showing original amount, reduction amount and balance to be paid. No further information was required to be provided by either lot owner to have this actioned. It was then resolved that no further requests for reimbursement for time spent by any lot owners will be accepted. Only for materials on evidence on receipts.

It was agreed by all members present that any volunteer works for items not requiring certification by a licensed contractor are approved to be undertaken by owners provided prior approval is granted and that these works are unpaid and owners volunteer their time and labour.



## AUSTRALIAN BODY CORPORATE

Lot 1-6 (Spacious Property Development Pty Ltd) agreed during the above discussion to forgo the pursuit of any legal action as a result of work undertaken by volunteer owners that was approved or overseen by the Owners Corporation committee.

**Moved:** Michelle Lawther – Lot 101      **Seconded:** Krystal Chua – Lot 201

**Boardwalk WIFI Network** – The manager will liaise with the OC committee as to the requirements and obtain 3 quotes for the provision of a WIFI network for the basement carpark area.

### 10. Proposed Budget

#### Owners Corporation No. 1

**Resolution to accept and adopt Owners Corporation No. 1 Administration Fund Budget (01/05/2019 to 30/04/2020)**

The proposed budget of **\$69,050.00** was tabled to the member and the tabled budget was approved by the members present.

An adjustment levy will be raised to cover the difference between the old admin fund contribution rate and the new rate.

**Levy Frequency** – It was resolved that levies will continue to be issued on a 6-monthly basis.

#### Owners Corporation No. 3

**Resolution to accept and adopt Owners Corporation No. 3 Administration Fund Budget (01/05/2019 to 30/04/2020)**

The proposed budget of **\$29,300.00** was tabled to the member and the tabled budget was approved by the members present.

**Levy Frequency** – It was resolved that levies will continue to be issued on a 6-monthly basis.

It was also resolved to continue with the split allocation of the electricity expenses between all Owners Corporations.

Split percentages:

OC1: 28.5%

OC2: 21.5%

OC3: 50%

### 11. Proposed 10 Year Maintenance Fund Plan

– It was resolved that the manager engage BIV Reports (\$715.00 inc GST) to conduct a maintenance fund plan. Once plan has been completed, the committee will review and advise the manager of next steps. A special levy may need to be raised to cover the cost of the plan. Ongoing maintenance funds contributions yet to be determined. Maintenance contributions will be based on what is outlined on the plan.

As a result of the preparation of the above maintenance plan, the need for and set up a sinking fund will be discussed by the OC Committee and at the next AGM to be held in June 2020.



## AUSTRALIAN BODY CORPORATE

### 12. Debt Collection & Penalty Interest

#### **Arrears**

Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

#### **Penalty Interest**

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 90 days.

#### **Legal Action**

Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings for the recovery of outstanding contributions and charges for any lot when necessary to do so."

#### **Cost Recovery**

Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

### 13. Appointment of Owners Corporation Manager – Australian Body Corporate were put on notice due to what was noted by some members as ongoing poor communication and unsatisfactory performance to have outstanding items rectified in a timely manner. As such, it was requested that the manager provide the committee with a list of duties that as Owners Corporation managers are engaged to provide as per the contract of appointment.

It was noted that the committee may engage the services of another Management Company to manage the Owners Corporation.

### 14. General Business

- a. **Emergency Services** – Australian Body Corporate uses ROSCON (1800 767 266) for all after hours emergency services to the common property. If the issue is not related to the common property, the individual owner may be invoiced the costs for the call out.
- b. **Electronic Communication** (paperless documentation) – It was resolved that all levy invoicing and correspondence will be electronically provided to lot owners.
- c. **2020 AGM Date** – It was resolved that the AGM for next year be held around the middle of June 2020.
- d. **General Resident Working Bee** – It was resolved to arrange a working bee for residents of the building. The committee will discuss possible options and advise the manager. It was resolved that the Owners Corporation have been approved to supply light refreshments for residents participating up to the amount of \$250.00.
- e. **Cracked & Crumbling Render on wall facing Albert St** – It was resolved that the manager liaise with the builder to attend to investigate cause of crack & crumbling render on wall and have the builder rectify under the builder's warranty.



AUSTRALIAN BODY CORPORATE

**15. Close of Meeting**

As there was no other business the meeting closed at 9:55pm.

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4th December 2019  
Minutes Prepared by:

**Robert Manfredi**  
**Owners Corporation Manager**  
**For and on behalf of OC PS 743617M- 1 & 3**



# STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

**T** 1300 SCINSURE (1300 724 678)  
**E** myenquiry@scinsure.com.au  
**P** P O Box 13132 Law Courts VIC 8010  
**A** Level 19 570 Bourke Street, Melbourne VIC 3000

## CERTIFICATE OF CURRENCY

### THE INSURED

|                        |                                                                                        |
|------------------------|----------------------------------------------------------------------------------------|
| POLICY NUMBER          | VCSC18000365                                                                           |
| PDS AND POLICY WORDING | Commercial Strata Product Disclosure Statement and Policy Wording SCIA-019_CSC-11/2015 |
| THE INSURED            | Owners Corporation Plan No. PS 743617M                                                 |
| SITUATION              | 55-65 Railway Road<br>Blackburn VIC 3130                                               |
| PERIOD OF INSURANCE    | Commencement Date: 4.00pm on 19/04/20<br>Expiry Date: 4.00pm on 19/04/21               |
| INTERMEDIARY           | Manningham Owners Corporation Pty Ltd ATF the Australian Body Corporate Unit Trust     |
| ADDRESS                | 5/259 Blackburn Rd,<br>Doncaster East VIC 3109                                         |
| DATE OF ISSUE          | 16 June, 2020                                                                          |

### POLICY LIMITS / SUMS INSURED

|            |                                   |                                      |                           |
|------------|-----------------------------------|--------------------------------------|---------------------------|
| SECTION 1  | PART A                            | 1. Building<br>Common Area Contents  | \$17,490,000<br>\$174,900 |
|            | PART B                            | Loss of Rent/Temporary Accommodation | \$2,623,500               |
| SECTION 2  | Liability                         |                                      | \$20,000,000              |
| SECTION 3  | Voluntary Workers                 |                                      | Included                  |
| SECTION 5  | Fidelity Guarantee                |                                      | \$100,000                 |
| SECTION 6  | Office Bearers' Liability         |                                      | \$100,000                 |
| SECTION 7  | Machinery Breakdown               |                                      | \$100,000                 |
| SECTION 8  | Catastrophe                       |                                      | \$2,623,500               |
| SECTION 9  | PART A - Government Audit Costs   |                                      | \$25,000                  |
|            | PART B - Appeal Expenses          |                                      | \$100,000                 |
|            | PART C - Legal Defence Expenses   |                                      | \$50,000                  |
| SECTION 10 | Lot Owners' Fixtures and Fittings |                                      | \$300,000                 |

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

**OWNERS CORPORATION 1,2,3 PLAN NO. PS 743617M (Owners Corporation)**

**RULES**

**HEALTH, SAFETY AND SECURITY OF COMMON AREA**

**COMMITTEES AND SUB-COMMITTEES**

**MANAGEMENT AND ADMINISTRATION**

**REPAIR AND MAINTENANCE OF COMMON PROPERTY AND SERVICES.**

**USE OF COMMON PROPERTY**

**COMMERCIAL LOTS**

**LOTS**

**EXTERNAL APPEARANCE OF LOTS.**

**BEHAVIOUR OF PERSONS**

**DISPUTE RESOLUTION**

**NOTICES AND DOCUMENTS**

**COMMON SEAL**

## **1. HEALTH, SAFETY AND SECURITY OF COMMON AREA**

### **1.1 Health, safety and security of lot owners, occupiers of lots and invitees**

- (a) 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 use of another lot.
- (b) A lot owner or occupier must not obstruct or leave open the foyer door or automatic gates at any time, with the exception of moving in/out or open for inspection or with approval from the Owners Corporation.
- (c) A lot owner or occupier must not dispose of cigarette butts, cigarette ash or any other materials over balconies or on the Common Property.
- (d) A lot owner or occupier must not consume alcohol on or take glassware onto the Common Property.
- (e) A lot owner or occupier must not leave a bicycle on the Common Property other than in a space designated by the Owners Corporation for such purpose from time to time;

### **1.2 Safety of children**

A lot owner or occupier must not use the common property or permit a child to be use the common property or driveway as a play area.

### **1.3 Waste & Common Area Hygiene**

- (a) All rubbish bins/bags must be placed in the large common bins located in the common area Bin Room on the ground floor.
- (b) Rubbish bins/bags should not be left on the public area, bins must be returned to their proper storage out of view from the public area before sunrise on the day after collection day.
- (c) An owner or occupier of a lot must make every effort to recycle into the correct bins and follow any sign posted instructions.
- (d) House hold rubbish including furniture, polystyrene packaging, cardboard boxes, mattresses and appliances etc, must not be placed in the bin room or disposed of anywhere on the common property, all household rubbish must be disposed of at external waste centres.

## **2. COMMITTEES AND SUB-COMMITTEES**

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

Each owner and occupier must not interfere with or obstruct the Manager or its employees or delegates or any committee or sub-committee appointed by the Owners Corporation from performing their duties.

## 2.2 Functions of the chairperson and secretary

- (a) It is not the responsibility of the chairperson and or secretary to act as a contact person for complaints relating to the lot or the common property. Complaints must be in accordance with Rule 10.
- (b) The chairperson and or secretary has the power to communicate to owner or occupiers verbally or in written form on behalf of the owner corporation. This includes fixing notices to the common property.
- (c) The chairperson and or secretary is responsible for ensuring that decisions are made by the committee in accordance with *Owners Corporations Act 2006* (Vic) and that resolutions of the Committee are properly documented.

## 2.3 Financial controls for committees, sub-committees and delegates

- (a) The Committee has the power to spend up to 10% of the allocated budget.
- (b) The chairperson /committee needs to approve any un-planned expenses or maintenance to the building.

# 3. MANAGEMENT AND ADMINISTRATION

## 3.1 Management and administration of common property and services

- (a) In accordance with the *Owners Corporations Act 2006* (Vic) the Owners Corporation must make available to view by an owner, a purchaser or mortgagee the contact details of all other members in their Owners Corporation. A fee applies for document production for this service.
- (b) The fee for preparing and issuing the Owners Corporation certificate will be the maximum fee as prescribed by the regulations.
- (c) The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an horary capacity including the chairperson, secretary or committee members of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupiers of a lot, of any obligation under the *Owners Corporations Act 2006* (Vic) or the *Owner Corporations Regulations 2007* (Vic) or the Rules of the Owners Corporation.

## 3.2 Compliance

- (a) An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.
- (b) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Site.
- (c) A proprietor of a lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

- (d) An owner or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- (e) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other owner or occupier of a lot or their representative invitees.

### 3.3 Breach of rules

- (a) If any person bound by the rules of the Owners Corporation is in breach or default of:
  - (i) any rule of the Owners Corporation;
  - (ii) any obligation under the *Owners Corporations Act 2006* (Vic); or
  - (iii) any obligation under the *Owners Corporations Regulations 2007* (Vic);

then the Owners Corporation has the right to recover from such lot owner any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

- (b) If any person bound by the rules of the Owners Corporation is in breach or default of:
  - (i) any rule of the Owners Corporation;
  - (ii) any obligation under the *Owners Corporations Act 2006* (Vic); or any obligation under the *Owners Corporations Regulations 2007* (Vic);

and if such person is a tenant, licensee or occupier of a lot who derives its right of occupancy from a lot owner, then the Owners Corporation has the right to recover from such lot owner instead of the person in breach or default, any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

### 3.4 Insurance

- (a) A lot owner or occupier must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (b) A lot owner or occupier must reimburse the Owners Corporation on demand for any additional insurance premium payable by it because of the use of that Owner or Occupier's lot or because of anything done by the Owner or Occupier.

- (c) The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.
- (d) The Owners Corporation may in its absolute discretion recover as a debt from the owner of the lot any excess charged by the Insurance company relating to a claim for that lot.
- (e) The Owners Corporation must make any reasonable claim against any insurance policy held by the Owners Corporation if an Owner or Occupier gives the Owners Corporation: written notice that the Owner or Occupier requires the Owners Corporation to make the relevant claim.
- (f) Indemnifies the Owners Corporation against any excess, charge, loss or damage that the Owners Corporation may become liable to pay as a result of the claim.

#### **4. REPAIR AND MAINTENANCE OF COMMON PROPERTY AND SERVICES.**

##### **4.1 Moving in and out**

- (a) An owner or occupier of a lot moving in or about the property will be liable to the Owners Corporation for any damage caused to the property in doing so.
- (b) The Owners Corporation has the right to recover from an owner or occupier of a lot who is in breach or default of Rule 4.1(a) any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.
- (c) Must not do so on a Sunday without permission from the Owners Corporation.
- (d) Do so on a Saturday without paying the fee set by the Owners Corporation for the overtime attendance of the Manager.
- (e) If the manager is required to be attend to oversee the move then a fee will be applied to the lot owner.
- (f) Occupiers moving in and out at any time must not, permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager/building Manager.
- (g) Occupiers moving in and out at any time must not, conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
- (h) Occupiers moving in and out at any time must not, place furniture or items other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift by the Manager/building Manager.
- (i) Occupiers moving in and out at any time must not, permit any furniture or other items to come into contact in any way with the lift doors, including static contact of leaning or stacking against the door.

- (j) Occupiers moving in and out at any time must not, damage the common property.
- (k) The occupier moving in or out of the building will be liable to the Owners corporation for any damage caused to the property in doing so. If any amount to be paid by a Occupier moving in or out is not paid within 14 days of the date of moving (and that Occupier is not the proprietor of the Lot ), then the Owners Corporation may recover the amount owed from the proprietor of the lot.

#### **4.2 Metering of services and apportioning of costs of services**

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or 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.
- (c) Subrule 4.2(a) does not apply if the concession or rebate:
  - (i) 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
  - (ii) is paid directly to the lot owner or occupier as a refund.
- (d) A lot owner will be responsible for any adjustments payable to the Utilities (water, gas, electricity) Company or authorised authority as a result of estimated readings for their lot.
- (e) A lot owner will be responsible for any costs incurred by the Owners Corporation that benefit only that lot.

### **5. USE OF COMMON PROPERTY**

#### **5.1 Use of common property & Pets**

- (a) Smoking is not allowed on the common areas of the Owners Corporation.
- (b) 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.
- (c) Bikes and Motorcycles must not be parked on the common area or chained to any fencing anywhere on the common property.
- (d) An approval under subrule 5.1(b) may state a period for which the approval is granted.

- (e) A lot owner or occupier of a lot may keep an animal on his or her lot, provided that the owner or occupier enter into an agreement and shall not allow any animal to roam without supervision on the common property.
- (f) A Lot owner or guest must first receive written consent from the Owners Corporation for any and all prospective pets.
- (g) Animals must be on a leash at all times when on the common property or in a cage.
- (h) A member of a lot must ensure that animals/pets enter or leave the property through the basement and not through the main entrance.
- (i) Owners of animals must remove any droppings left by their animal and must not allow their animal to urinate anywhere on the common area.
- (j) 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.
- (k) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule 5.1(j) must remove that animal.
- (l) Subrules 5.1(j) and (k) do not apply to an animal that assists a person with an impairment or disability.

## **5.2 Use of equipment, services and amenities on common property**

- (a) A lot owner or occupier must not install a satellite dish or other antenna unless written approval is given by the owner's corporation.
- (b) An owner or occupier must not, (except to the extent that the Developer deems necessary or desirable for carrying out or furtherance of the Development) affix display any sign including For Lease or For Sale signs on any part of the common property or on any lot when it may be visible from outside that lot, unless written approval is given by the owner's corporation. Any such signs may be removed by the Owners Corporation at the Owners cost and expense.
- (c) The owner or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacles of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding forty eight (48) hours

## **5.3 Vehicles and parking on common property**

- (a) All vehicles (including motor cars, caravans, boats, trailers, motorbikes etc) must be stored on individual owners parking lots provided the vehicle does not protrude onto the common property.

- (b) No vehicle is to be parked on common ground unless for maintenance requirements, removals or deliveries etc. Vehicles must be moved immediately on being asked by another resident to allow their vehicle to pass.
- (c) No vehicle is allowed to park on the basement ramp under any circumstances.
- (d) Visitors parking only where allocated or otherwise on the street.

#### **5.4 Use of Parking Spaces & storage cages**

An owner or occupier of a lot must not use any part of the common property designated as visitors parking without approval from the Owners Corporation to:

- (a) store an unregistered vehicle, registered or unregistered boat, trailer, caravan, truck, bus, motor cycle.
- (b) rebuild or repair any type of vehicle.
- (c) permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served; and
- (d) wash any vehicle on the land other than in a space allocated for that purpose by the Owners Corporation.
- (e) a member must not alter or replace the existing storage cages on a Lot without first obtaining the written consent of the Owners Corporation. , which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.

#### **5.5 Laundry on common property & Balconies**

Each owner and occupier must not without written approval by the owner's corporation place any washing, towel or other article on the Common Property including porches, driveways, fences or so as to be visible from the Common Property or from outside the Building.

#### **5.6 Damage to common property**

- (a) An owner or occupier of a lot is not permitted to play any sort of ball games, skateboard, roller blade and riding of bikes or similar activity in the vicinity of any building or parked car.
- (b) Skips or any equipment is not to be delivered or stored on the common property.

#### **5.7 Deposit of rubbish and other material on common property**

- (a) An owner or occupier of a lot must dispose of any packaging and removal boxes at an external waste centre immediately after moving in or out.
- (b) An owner or occupier of a lot must not leave any form of personal property on the common property or the nature strip.

## 6. COMMERCIAL LOTS

Without limiting any other rule, the owner or occupier of any lot used as a restaurant, café or for any other commercial purposes must abide by the below:

- (a) The Bin room allocated for the commercial lots is to be maintained and cleaned by the lot owners or tenant of those lots, the common area walkway and bin room is to be washed down after all bin collections have taken place.
- (b) The bins are to be cleaned on a regular basis and must be cleaned off site from the property.
- (c) The fire hose reels onsite must not be used for cleaning the bins or any area at the building.
- (d) Ensure the bin lids are securely close at all times, and that there are plastic bin liners within the bins and that the liners are replaced on a regular basis.
- (e) All common walkways behind the commercial lots are to be kept clean and dry and free from any slippery residues at all times.
- (f) Any common door used by the commercial lots is to be kept clean, and any costs incurred to repair or replace those doors will apportioned to the commercial lots.
- (g) Waste Collection is to be arranged privately by the lot owner and or their occupier, as the waste management for the commercial lots is not part of the Owners Corporation as stipulated by the developer.
- (h) The Commercial lots must only load and unload via the front entrance to the respective lots, the use of the common entrance to the apartments must not be used without consent from the Owners Corporation Managers.
- (i) The Storage room and the Bicycle racks are not for the use of the Commercial lots or their staff, they are for the use of the residential lots only.
- (j) The bin room must not be used as a store room for any other items such as house hold rubbish including furniture, polystyrene packaging, cardboard boxes, mattresses and appliances, equipment used for business, it must not be placed in the bin room or disposed of anywhere on the common property, all household rubbish must be disposed of at external waste centres.
- (k) Staff, clients and patrons are not permitted to smoke on any part of the common areas of the Owners Corporation.
- (l) Bikes and Motorcycles must not be parked on the footpath and walkway of the frontage of the Owners Corporation, or chained to any fencing anywhere on the common property.
- (m) Any changes to the lot must be approved by the Owners Corporation this includes, penetrations of roofs walls and floors.

- (n) All operating equipment including chimneys, ducts, grease traps, exhaust fans etc associated with the commercial lots must be maintained regularly and at the individual Lot owners expense. And the lot owner must enter a trade waste agreement and cleaning.
- (o) All Chimneys and equipment must comply with the EPA standards for health and noise, so that they do not affect the quiet wellbeing of other residents. If they are contravening any EPA or Health regulations the lot owner will at their own expense rectify the matter.
- (p) The lots must abide by EPA standards when it comes to noise or music being played, and that the patrons of the commercial lots abide by the EPA standards whilst on the premises and when leaving the premises.
- (q) The lot owner must make all reasonable attempts to address/treat any odours that emanate from the lot.
- (r) The insurance for the commercial lots and its fit outs are the responsibility of the owner of that lot.

## **7. LOTS**

### **7.1 Change of use of lots**

- (a) The Owners Corporation recognizes that many people operate an office or small business from their home. While not wanting to unduly limit the opportunities that benefits that flow on from working from home and spending time with the family, certain restrictions on the types of activities the can be conducted from your home are required to preserve the overall quality of life in the block. The following requirements apply to the use of your dwelling for an office or business:
  - (i) You must not carry on any business from your lot unless you have the Owners Corporation written consent and you comply with all relevant laws
  - (ii) You must not have any signs, advertisements or promotional material on your lot.
  - (iii) You must not do anything that is immoral nor is a nuisance to us or your neighbours.
  - (iv) You must not have regular deliveries or allow trucks to enter.

## **8. EXTERNAL APPEARANCE OF LOTS.**

- (a) Each owner and occupier must not without first obtaining a general approval from the Owners Corporation:
  - (i) maintain inside a lot anything visible from outside of a lot that is not in keeping with the rest of the Building; or
  - (ii) operate on a lot any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or another lot.

- (b) Front entrances to each lot are to be free from personal effects including but not limited to Shoes, prams, pet bowls, bikes, skateboards, building materials, pot plants, door mats etc.
- (c) Garage doors are to be opened only when accessed and at all other times to remain closed.
- (d) An owner or occupier of a lot must not install or permit the installation of any internal or external blinds or awnings other than as approved by the Owners Corporation. The internal blind colours are below:
  - i. Block Out Roller Blinds: Colour to be White
  - ii. Screens: Colour to be White
- (e) An owner or occupier of a lot must not change the paint colour or finish or otherwise alter the external facade of any Building or any improvement forming part of the exterior facade without approval from the Owners Corporation.
- (f) An owner or occupier of a lot must not erect any additional screens, fences or barriers without the approval of the Owners Corporation. Any proposed structure will be in keeping with the architectural design.

## **8.2 Requiring notice to the Owners Corporation of renovations to lots**

- (a) Each owner and occupier must not without first obtaining a General Approval from the Owners Corporation and local council undertake any structural changes that affect the external appearance of the lot.
- (b) Each owner and occupier must notify each neighbouring lot if major internal renovations are being undertaken.
- (c) An Owner must not undertake any building works within or about or relating to unless all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the Owners Corporation Committee and Manager.

## **8.3 Times within which work on lots can be carried out**

- (a) All renovation work must comply with EPA Noise Regulations and Local Government planning requirement.
- (b) Works shall not be undertaken before 8am and shall cease at 5pm Monday to Saturday and 10 am and shall cease 5pm on Sunday.

## **9. BEHAVIOUR OF PERSONS**

### **9.1 Noise and other nuisance control**

- (a) Subrule 8.2(a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

- (b) Musical instruments and band practices will impact the quiet enjoyment of all lots on the plan and require the permission from the committee before making any commitments. Permission will be considered provided that a rehearsal/practice timetable is provided and adhered to.

## 10. DISPUTE RESOLUTION

### 10.1 Breach of Rules

In this Rule 10:

"**VCAT**" means Victorian Civil and Administrative Tribunal;

"**complainant**" means the person or persons making a complaint under Rule 8.3;

"**respondent**" means the person or persons alleged by the complainant to have breached an obligation imposed on that person by the *Owners Corporations Act 2006*, the *Owners Corporations Regulations 2007* or the Rules;

- (a) The dispute resolution process set out in this rule applies to breaches by a lot owner or an occupier of a lot or a manager of an obligation imposed on that person by the *Owners Corporations Act 2006* (Vic), the *Owners Corporations Regulations 2007* (Vic) or the Rules of the Owners Corporation.
- (b) A lot owner or an occupier of a lot or a manager may make a complaint to the Owners Corporation about an alleged breach by a lot owner or an occupier of a lot or a manager of an obligation imposed on that person by the *Owners Corporations Act 2006* (Vic), the *Owners Corporations Regulations 2007* or the rules.
- (c) A complaint must be in writing and in the approved form.
- (d) The manager of the Owners Corporation must make a copy of the approved form available at the request of a person who wishes to make a complaint.
- (e) A complaint cannot be made in relation to a personal injury.
- (f) A complainant must lodge a complaint with the manager of the Owners Corporation as soon as practicable.
- (g) A complaint may be lodged in person or by registered post addressed to the office of the manager of the Owners Corporation.
- (h) The complaint form must include sufficient information (evidence) of the breach as the Committee will rely on such evidence in making their decision on reasonable grounds.
- (i) The manager must within 3 days provide the Owners Corporation Committee with a copy of the complaint received under Rule 10.1(b) and the Secretary of the Committee will as soon as practicable, call a meeting of the Committee to:
  - (i) review the complaint;

- (ii) decide if the complaint is a breach of the Rules;
  - (iii) decide if the breach is a breach of the *Owners Corporations Act 2006* (Vic) or the *Owners Corporations Regulations 2007*(Vic);
  - (iv) decide if the breach affects the common property of the Owners Corporation;
  - (v) decide whether a Notice of breach should be given to the person alleged to have committed the breach;
  - (vi) decide to take no action in respect of the alleged breach and to direct the complainant that it may take the complaint to the Victorian Civil and Administrative Tribunal;
  - (vii) decide whether any further action should be taken in respect of the complaint and if so what action;
  - (viii) consider and decide any other matter it considers relevant.
- (j) The Committee must not take action against a person alleged to have committed a breach or apply to VCAT for an order in respect of an alleged breach unless it believes on reasonable grounds that the respondent has committed the alleged breach.
- (k) If the Committee decides the complaint is a breach of the *Owners Corporations Act 2006* (Vic), the *Owners Corporation Regulations 2007* (Vic) or the rules but the subject of the complaint **does not affect common property**, the Committee may decide not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach.
- (l) If the Committee decides not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach, the Committee must give notice of its decision to the person who made the complaint in respect of the alleged breach and such notice must set out the reasons for the decision within ten (10) days of the Committee meeting. The Committee may also direct the complainant that it may take the complaint to VCAT.
- (m) If the Committee decides a Respondent is in breach of the *Owners Corporations Act 2006* (Vic), the *Owners Corporation Regulations 2007* (Vic) or the rules and the breach **does affect common property**, it may:
- (i) apply to VCAT for an order in respect of the alleged breach; or
  - (ii) give notice of the alleged breach in the approved form to the respondent within 14 days of its decision. If the respondent is an occupier of a lot affected by the Owners Corporation, a copy of the notice must be given to the lot owner.
- (n) If the respondent disputes the alleged breach contained in the notice he, she or it must prepare a written statement disputing the allegation and setting out reasons why the allegation is disputed and give such statement to the manager of the Owners Corporation within 14 days of receipt of the notice from the Committee under Rule 10.1(m). The Manager must give a copy of any statements received from the respondent to the Committee within 7 days.

- (o) If the respondent does not provide a written statement to the manager within the specified time period, the committee may decide if there has been a breach, in the absence of such statements.
- (p) Subject to compliance with Rule 10.1(n), the Secretary of the Committee may convene a meeting of the committee to discuss the complaint and may invite to that meeting:
  - (i) the complainant; and/or
  - (ii) the respondent; and/or
  - (iii) if the respondent is the occupier of a lot affected by the Owners Corporation, the lot owner;
  - (iv) any other person he, she or it considers appropriate.
- (q) At any meeting convened in accordance with Rule 10.1(p) the Committee may ask the complainant, the respondent and any other person in attendance at the meeting to answer any questions raised by the Committee and if directed by the Committee to provide written statements in respect of any questions. The Committee may consider any matters raised before it together with the answers to any questions and any written statements made at or submitted to the meeting either at the meeting or at any subsequent meeting of the Committee.
- (r) The complainant, the respondent, the lot owner, occupier and/or any other person invited to attend the meeting, may not be represented by any other person at the Committee meeting unless a request has been made in writing to the Committee for such representation specifying the name, address, occupation and the relationship (if any) of the proposed representative and the Committee has consented to such request. Any such request must be made to the Committee no later than 2 days before the Committee meeting.
- (s) At or within five (5) days of the meeting of the Committee held pursuant to Rule 10.1(q) the Committee may:
  - (i) give the person more time to comply with the notice;
  - (ii) give the person a final notice; or
  - (iii) decide not to proceed with any further action.
- (t) If the Owners Corporation decides to give the respondent more time to comply with any notice given under Rule 10.1(s), it must give the respondent notice of that decision within ten (10) days and set out the additional time for compliance.
- (u) If a notice is given under Rule 10.1(t) and the respondent does not comply within the time specified, the Owners Corporation may decide:
  - (i) to give the respondent a final notice; or
  - (ii) not to proceed with any further action.

- (v) The Committee must give notice of its decision under Rule 10.1(u) to the complainant and to the respondent.
- (w) If the Committee decides to give a final notice under Rule 10.1(u), the notice must:
  - (i) be in writing and in the approved form;
  - (ii) state that the respondent must within 28 days after the date of the notice rectify the breach; and
  - (iii) state that if the breach is not rectified within the time stated in the notice, the Owners Corporation may decide to apply to VCAT for an Order in relation to the final notice.
- (x) If the person who is given a final notice fails to comply with the final notice, the Owners Corporation may decide:
  - (i) to apply to VCAT for an order in relation to the final notice; or
  - (ii) to take no further action in respect to the final notice.
- (y) Any notice given under this rule must be given in accordance with section 158 of the *Owners Corporation Act 2006*.

## 10.2 Issue of a Complaint or Legal Proceedings

A lot owner or an occupier of a lot or a manager of the Owners Corporation who makes a complaint or issues any legal proceedings against a lot owner, an occupier of a lot, a Manager of the Owners Corporation or the Owners Corporation must give a copy of the complaint to the Secretary of the Owners Corporation within three days of making or issuing the complaint.

## 11. NOTICES AND DOCUMENTS

### 11.1 Notices

- (a) An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.
- (b) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier of a lot comply with these rules and in default take all reasonable steps to ensure that their invitees leave the lot and the common property.
- (c) An owner or occupier of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any tenant or licensee of the lot and any invitees of that tenant or licensee comply with these rules.
- (d) An owner or occupier of a lot must at their expense promptly comply with all laws relating to the lot including, without limitation, any laws, requirements, notices and orders of any Governmental Agency.

- (e) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development within the Plan or which may cause a nuisance or hazard to any other owner or occupier of a lot, their invitees or any other person.

#### 11.2 Fees for the provision of Records and Register

- (a) The Owners Corporation may charge a fee for the reproduction of the Register and any records required by a lot owner or occupier or their representative.
- (b) Any person entitled to inspect the Owners Corporation Register who requests the Owners Corporation or its Manager to provide a copy of the register or any part of it must pay to the Owners Corporation a fee for such copy and such fee shall be set from time to time by the Committee of the Owners Corporation.
- (c) A lot owner must provide to the Secretary and the Manager of the Owners Corporation the following details to assist in the maintenance of the Owners Corporation register, the enforcement of Rules and to allow service of notice to occupiers:
  - (i) The lot number of the lot owner;
  - (ii) Name, residential address and postal address of the lot owner ; Name and postal address of occupier of the lot;
  - (iii) Details of any Power of Attorney (if applicable) of the lot owner or occupier;
  - (iv) Name of Real Estate Manager; and
  - (v) Email address, mobile, phone and fax numbers of lot owners, occupiers and real estate managers.
- (d) If a lot owners fails to provide current details to the Secretary as specified in Rule 10.2 and as a consequence the Owners Corporation has to undertake a search of title in order to maintain the register then that lot owner will be liable for any fees or costs relating to such search.
- (e) A lot owner who sells a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.
- (f) A person who acquires a lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.
- (g) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible.

**12. COMMON SEAL**

The Owners Corporation authorizes the committee to affix the common seal of the Owners Corporation to any agreement, lease, licence or other document provided:

- (a) the use is in accordance with sections 20 and 21 of the *Owners Corporations Act 2006* (Vic); and
- (b) the use of the seal is recorded in the seal register of the Owners Corporation.

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

693166

## APPLICANT'S NAME & ADDRESS

SHARROCK PITMAN C/- INFOTRACK C/- LANDATA  
MELBOURNE

## VENDOR

D&E WILSON INVESTMENTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

4545

This certificate is issued for:

LOT 210 PLAN PS743617 ALSO KNOWN AS 55 - 65 RAILWAY 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 COMMERCIAL 1 ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8
- 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/>)

30 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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 11 November 2020 11:20 AM

## PROPERTY DETAILS

Address: **210/55-65 RAILWAY ROAD BLACKBURN 3130**

Lot and Plan Number: **Lot 210 PS743617**

Standard Parcel Identifier (SPI): **210\PS743617**

Local Government Area (Council): **WHITEHORSE**

Council Property Number: **276359**

Planning Scheme: **Whitehorse**

Directory Reference: **Melway 47 K9**

[www.whitehorse.vic.gov.au](http://www.whitehorse.vic.gov.au)

[Planning Scheme - Whitehorse](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

[View location in VicPlan](#)

## STATE ELECTORATES

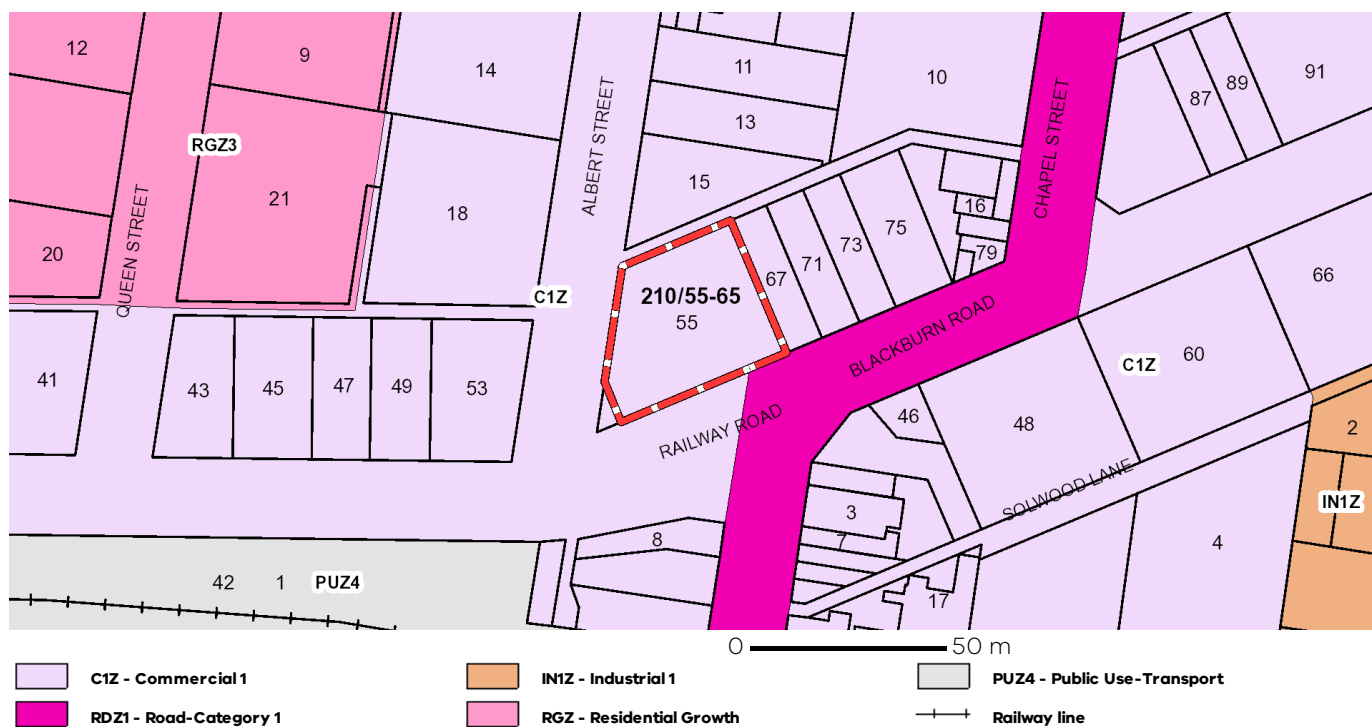
Legislative Council: **EASTERN METROPOLITAN**

Legislative Assembly: **BOX HILL**

## Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)



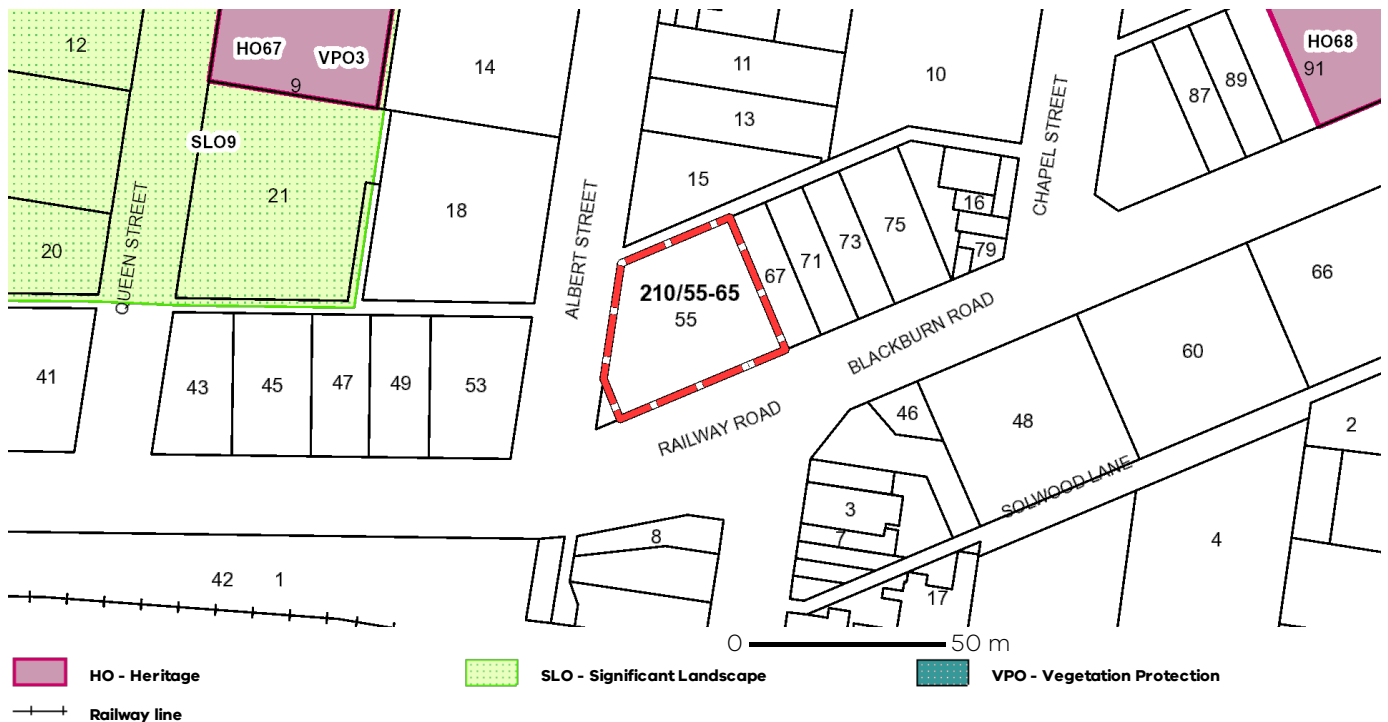
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 4 November 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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



**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: 1451

Date of Issue: 30 October 2020

Applicant's Reference: 42114637-023-7

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.

|                                                                     |                       |
|---------------------------------------------------------------------|-----------------------|
| <b>Assessment Number:</b> 10071361                                  | <b>Check Digit:</b> 9 |
| <b>Property Description:</b> Lot 210 PS 743617                      |                       |
| <b>Property Address:</b> 210/55-65 Railway 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.

|                                |           |
|--------------------------------|-----------|
| <b>Site Value:</b>             | \$76,000  |
| <b>Capital Improved Value:</b> | \$395,000 |
| <b>Net Annual Value:</b>       | \$19,750  |

### 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               | 676.85          |
| FSPL Fixed Charge           | 113.00          |
| FSPL Variable Rate          | 21.30           |
|                             |                 |
|                             |                 |
| <b>TOTAL CURRENT LEVIED</b> | <b>\$811.15</b> |

#### OTHER CHARGES

|              |               |
|--------------|---------------|
| Arrears      | 0.00          |
| Interest     | 0.00          |
| Legal Costs  | 0.00          |
| <b>TOTAL</b> | <b>\$0.00</b> |

|                                 |                 |
|---------------------------------|-----------------|
| <b>TOTAL AMOUNT OUTSTANDING</b> | <b>\$606.00</b> |
|---------------------------------|-----------------|

**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 other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

**Additional information**

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

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: 0100713619
- 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](mailto: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.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

30th October 2020

Sharrock Pitman C/- InfoTrack C/- LANDATA  
LANDATA

Dear Sharrock Pitman C/- InfoTrack C/- LANDATA,

**RE: Application for Water Information Statement**

|                                    |                                                      |
|------------------------------------|------------------------------------------------------|
| <b>Property Address:</b>           | 55-65 RAILWAY ROAD BLACKBURN 3130                    |
| <b>Applicant</b>                   | Sharrock Pitman C/- InfoTrack C/- LANDATA<br>LANDATA |
| <b>Information Statement</b>       | 30560110                                             |
| <b>Conveyancing Account Number</b> | 7959580000                                           |
| <b>Your Reference</b>              | 4545                                                 |

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

A handwritten signature in black ink, appearing to read "Steve Lennox".

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

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[yvw.com.au](http://yvw.com.au)

## **Yarra Valley Water Encumbrance**

|                  |                                       |
|------------------|---------------------------------------|
| Property Address | 210/55-65 RAILWAY ROAD BLACKBURN 3130 |
|------------------|---------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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

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

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

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

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



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[yvw.com.au](http://yvw.com.au)

### **Melbourne Water Encumbrance**

|                  |                                       |
|------------------|---------------------------------------|
| Property Address | 201/61-63 RAILWAY ROAD BLACKBURN 3130 |
|------------------|---------------------------------------|

### STATEMENT UNDER SECTION 158 WATER ACT 1989

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.



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ABN 93 066 902 501

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Mitcham Victoria 3132

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E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

### **Melbourne Water Encumbrance**

|                  |                                       |
|------------------|---------------------------------------|
| Property Address | 210/55-65 RAILWAY ROAD BLACKBURN 3130 |
|------------------|---------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

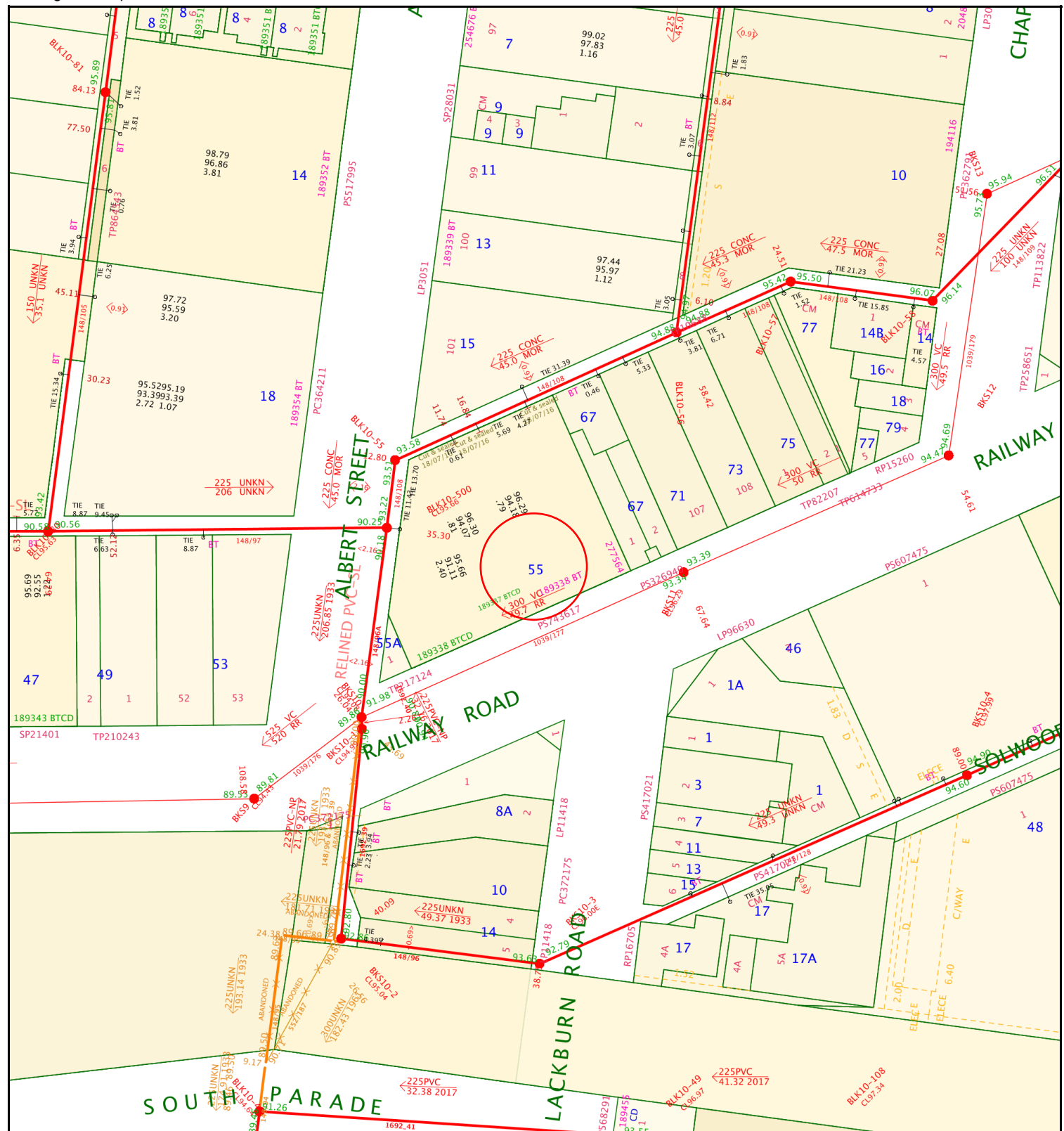
### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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: 30560110

|         |                                   |
|---------|-----------------------------------|
| Address | 55-65 RAILWAY ROAD BLACKBURN 3130 |
| Date    | 30/10/2020                        |
| Scale   | 1:1000                            |



ABN 93 066 902 501

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

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



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

Sharrock Pitman C/- InfoTrack C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 3503899296  
Rate Certificate No: 30560110

Date of Issue: 30/10/2020  
Your Ref: 4545

With reference to your request for details regarding:

| Property Address                              | Lot & Plan   | Property Number | Property Type |
|-----------------------------------------------|--------------|-----------------|---------------|
| UNIT 210/55-65 RAILWAY RD, BLACKBURN VIC 3130 | 210\PS743617 | 5141147         | Residential   |

| Agreement Type                                                                   | Period                              | Charges  | Outstanding |
|----------------------------------------------------------------------------------|-------------------------------------|----------|-------------|
| Residential Water Service Charge                                                 | 01-10-2020 to 31-12-2020            | \$19.69  | \$0.00      |
| Residential Sewer Service Charge                                                 | 01-10-2020 to 31-12-2020            | \$115.51 | \$0.00      |
| Parks Fee                                                                        | 01-07-2020 to 30-06-2021            | \$79.02  | \$0.00      |
| Drainage Fee                                                                     | 01-10-2020 to 31-12-2020            | \$26.29  | \$0.00      |
| 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                                                          |                                     |          | \$0.00      |

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

| Property Address                  | Lot & Plan | Property Number | Property Type |
|-----------------------------------|------------|-----------------|---------------|
| 59 RAILWAY RD, BLACKBURN VIC 3130 | 2\PS07227  | 1249082         | Superseded    |

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

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

| Property Address                     | Lot & Plan | Property Number | Property Type |
|--------------------------------------|------------|-----------------|---------------|
| 55-65 RAILWAY RD, BLACKBURN VIC 3130 | 1\PS07227  | 1249083         | Superseded    |

| Agreement Type                                 | Period                              | Charges | Outstanding |
|------------------------------------------------|-------------------------------------|---------|-------------|
| Other Charges:                                 |                                     |         |             |
| Interest                                       | No interest applicable at this time |         |             |
| No further charges applicable to this property |                                     |         |             |

|                                |        |
|--------------------------------|--------|
| <b>Balance Brought Forward</b> | \$0.00 |
| <b>Total for This Property</b> | \$0.00 |

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

| Property Address                     | Lot & Plan | Property Number | Property Type |
|--------------------------------------|------------|-----------------|---------------|
| 61-63 RAILWAY RD, BLACKBURN VIC 3130 | 104\LP3051 | 1689368         | Superseded    |

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

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

| Property Address                        | Lot & Plan   | Property Number | Property Type |
|-----------------------------------------|--------------|-----------------|---------------|
| PH/55-65 RAILWAY RD, BLACKBURN VIC 3130 | CM1\PS743617 | 5141163         | Commercial    |

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

**Total Due** \$0.00

#### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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

GENERAL MANAGER  
RETAIL SERVICES

#### Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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.
6. 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.

7. 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

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. 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

10. 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

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 5141147

**Address:** UNIT 210/55-65 RAILWAY RD, BLACKBURN VIC 3130

**Water Information Statement Number:** 30560110

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 35038992965



**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:** 5141147

**Address:** UNIT 210/55-65 RAILWAY RD, BLACKBURN VIC 3130

**Water Information Statement Number:** 30560110

**Cheque Amount:** \$

# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / SHARROCK PITMAN

|                 |             |
|-----------------|-------------|
| Your Reference: | 028121      |
| Certificate No: | 40344640    |
| Issue Date:     | 06 NOV 2020 |
| Enquiries:      | AXT8        |

|                                                      |     |        |        |       |             |
|------------------------------------------------------|-----|--------|--------|-------|-------------|
| Land Address: 55 -65 RAILWAY ROAD BLACKBURN VIC 3130 |     |        |        |       |             |
| Land Id                                              | Lot | Plan   | Volume | Folio | Tax Payable |
| 43944570                                             | 210 | 743617 | 11873  | 190   | \$0.00      |

Vendor: D&E WILSON INVESTMENTS PTY LTD  
Purchaser: FOR INFORMATION PURPOSES

|                                  |      |               |                  |                  |        |
|----------------------------------|------|---------------|------------------|------------------|--------|
| Current Land Tax                 | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total  |
| D & E WILSON INVESTMENTS PTY LTD | 2020 | \$78,000      | \$0.00           | \$0.00           | \$0.00 |

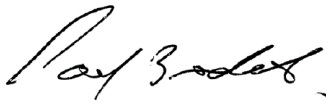
Comments:

|                                     |      |               |                  |                  |       |
|-------------------------------------|------|---------------|------------------|------------------|-------|
| 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: | \$400,000 |
| SITE VALUE:        | \$78,000  |
| AMOUNT PAYABLE:    | \$0.00    |



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

**Certificate No:** 40344640

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 = \$78,000

Calculated as \$0 plus ( \$78,000 - \$0) multiplied by 0.000 cents.

## Land Tax Clearance Certificate - Payment Options

|                                                                                                                                                                                                                                     |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>BPAY</b><br>                                                                                                                                  | Biller Code: 5249<br>Ref: 40344640 |
| <b>Telephone &amp; Internet Banking - BPAY®</b><br>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.<br><a href="http://www.bpay.com.au">www.bpay.com.au</a> |                                    |

|                                                                                                                                                                                     |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>CARD</b><br>                                                                                  | Ref: 40344640 |
| <b>Visa or Mastercard.</b><br>Pay via our website or phone 13 21 61.<br>A card payment fee applies.<br><br><a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a> |               |

**Our Ref:** 20160511.03953.bp(1)(amended).sm

Form 2

Building Act 1993

BUILDING REGULATIONS 2006

Regulation 313



# BUILDING PERMIT AMENDMENT

## Stage 1: Retention & Concrete Structure excluding (Post Tensioned Slabs)

**Project:** 55-65 Railway Road, Blackburn

**Issued to Agent:** Orange Building Solutions  
196 Johnston Street  
COLLINGWOOD VIC 3066

**Contact:** Nathan McPherson  
**Telephone:** 8394 1712

**Address for Serving/Giving of Documents:** 196 Johnston Street  
COLLINGWOOD VIC 3066

**Ownership Details:** Spacious Property Development Group Pty Ltd  
302/ 51 - 55 Stephenson Street  
CREMORNE VIC 3121

**Contact:** Michael Zhang  
**Telephone:** 9429 1188

**Property Details:**

|                        |                                        |         |           |
|------------------------|----------------------------------------|---------|-----------|
| Address:               | 55-65 Railway Road, BLACKBURN VIC 3130 |         |           |
| Lot/s:                 | 1 & 2                                  | LP/PS:  | 507227V   |
| Volume                 | 10660                                  | Folio   | 162 & 163 |
| Crown Allot.           | 82 (Part)                              | Section |           |
| Parish                 | Nunawading                             | County  |           |
| Municipal District Of: | Whitehorse City Council                |         |           |

**Builder/Contractor<sup>2</sup>:**

Orange Building Solutions  
196-198 Johnston Street  
COLLINGWOOD VIC 3066

**Contact:** Nathan McPherson  
**Telephone:** 8394 1712

**Nature of Building Work:** Construction of apartment, retail & carpark

**Cost of Building Work:**

|                                   |                 |
|-----------------------------------|-----------------|
| Total Cost of Project:            | \$10,743,332.00 |
| Cost of This Stage 1:             | \$ 4,130,000.00 |
| Total Cost of All Stages to Date: | \$ 4,130,000.00 |

(Including this stage 1)

**Applicable Regulations:** Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2015

**Details of Relevant Planning Permit:** Planning Permit No: WH/2011/692  
Date of Grant of Planning Permit - 12 Dec 2012



**PLP Building Surveyors and Consultants Pty Ltd | ABN 170 844 204 77 | [www.plpaust.com](http://www.plpaust.com)**

Melbourne. Level 4, 63 Exhibition Street | Melbourne VIC 3000 | T. 03 9650 7999 F. 03 9650 7890 | [info@plpaust.com](mailto:info@plpaust.com)

Brisbane 8 Prospect Street Fortitude Valley QLD 4006 | T. 07 3252 9733 F. 07 3252 9722 | [info@plpaust.com](mailto:info@plpaust.com)

Perth 45 Ventnor Avenue, West Perth, WA, 6005 T. 08 9389 4443 F. 08 9389 4400 | [info@plpaust.com](mailto:info@plpaust.com)

**Stage of Building Work:** Stage 1: Retention & concrete structure excluding (**Post Tension Slabs**)

**Details of Amended Works Permitted:** **Inclusion of all structural vertical elements**

**Total Floor Area of New Building Work:** 4700m2

**Approved Documents:** Refer to Appendix A

**Performance Based Alternative Solutions:** Refer to Appendix B

**Dispensations Granted under Regulation 503/608/1011, Building Regulations 2006:** Refer to Appendix B

**Determination Granted by the Buildings Appeals Board:** Refer to Appendix B

**Prescribed Reporting Authorities:** Refer to Appendix B

**Combined Allotment Statement:** A statement has been issued under regulation 502 in relation to the building work that is the subject of this permit.

**Conditions of Permit:** Refer to Appendix C

**Inspection Requirements:** Mandatory notification stages are:  
 Inspection of Bored Piers  
 Inspection of Footings  
 Inspection of Pre Slab  
 Inspection of reinforcement for slab, prior to pouring  
 Inspection of framework, prior to lining  
 Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

**Commencement and Completion:** This building work must commence within 12 months and be completed within 24 months (class 1 and 10 buildings) or 36 months of the date of issue of the building permit.

**Building Classification**

| Part of Building               | Building Class | Description |
|--------------------------------|----------------|-------------|
| Ground, First and Second Level | 2              | Apartment   |
| Basement Level                 | 7a             | Carpark     |
| Ground Level                   | 6              | Retail      |

**Occupation or Use of Building:** An occupancy permit is required prior to the occupation or use of this building.

**Details of Building Practitioners & Architects:**

**(a) to be engaged in the building work<sup>4</sup>**

| Classification        | Full Name       | Registration No |
|-----------------------|-----------------|-----------------|
| Builder (Demolisher): | Shaun O'Connell | DBU32741        |
| Architects            | CHT Architects  | C50819          |
| Builders              | Fred McKenzie   | CBU6318         |

**(b) who were engaged to prepare documents forming part of the application for this permit.<sup>5</sup>**

| <b>Classification</b>        | <b>Full Name</b> | <b>Registration No</b> |
|------------------------------|------------------|------------------------|
| Engineer (Fire Safety):      | Marcello Arbaci  | EF26584                |
| Engineer (Structural/Civil): | Guy De Losa      | EC1735                 |
| Engineer (Structural/Civil): | Tino Petrucci    | EC2063                 |
| Architects                   | CHT Architects   | C50819                 |

**Relevant Building Surveyor:** PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Andrew Lehmann (BS-U15013)

**Date of Issue of Building Permit:** 10 May 2016

**Date of Issue of Building Amendment Permit:** 11 May 2016

**Building Permit No:** BS-U15013/20160097/1

- Notes**
1. Pursuant to Clause 316 of the Building Regulations 2006, the applicant for this Building Permit must supply a copy of the Building Permit and one set of all related approved plans, specifications and documents to the person who is in charge, or is to be in charge, of the carrying out of the building work.
  2. Under Regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
  3. Under Regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
  4. Include building practitioners with continuing involvement in the building work.
  5. Include only building practitioners with no further involvement in the building work
  6. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required by Section 135 of the Building Act 1993.
  7. This building permit does not constitute an assessment for compliance with the Disability Discrimination Act 1992 (DDA). Requirements for persons with disabilities have been limited to the provisions of the Building Code of Australia (BCA) applicable at the time of application. It has been established that compliance with the BCA may not be sufficient to satisfy the DDA. If compliance with the DDA is to be established, separate advice must be sought from specialist consultants in the field.
  8. This Building Permit must not be construed as an approval or endorsement relative to any other Act, regulation control or matter pertaining to the nature to which this relates. In particular this permit shall not be taken to authorise any departure from approved documents or other matters that have been or are able to be the subject of other approval procedures pursuant to the Planning and Environment Act. Occupational Health and Safety Act, Disability Services Act, Heritage Act, Health Act, Dangerous Goods Act, Liquor Control Reform Act and any other relevant Acts.
  9.
    - (a) If a Town Planning Permit is applicable to the works, consultation with Council's Planning Department shall occur to confirm acceptance of any minor changes from the endorsed planning permit and drawings.
    - (b) No work shall commence until all planning permit conditions containing requirements to be completed prior to work commencement have been satisfied.
    - (c) All conditions of the planning permit shall be complied with.
    - (d) All works shall be undertaken in strict accordance with relevant planning permits and the Planning and Environment Act and Regulations.

## Appendix A

### Approved Documents BS-U15013/20160097/1

#### 55-65 Railway Road BLACKBURN

**Amended:**

**Architectural Plans:-**

**A1.04/C1, A1.05/C1, A1.06/C1, A2.01/C1, A2.02/C1, A2.03/C1, A3.01/C2, A3.02/C2**

**Structural Plans:-**

**(7294): S10/0, S11/0, S12/0, S15/0, S22/1, S24/1, S28/1, S29/0 - S37/0, S50/0**

**Other Documents**

**Structural Computations**

**Certificate of Compliance - Design**

**Civil Plans & Specifications:-**

**(7294): C01/0, C02/0, C03/0, C04/0, C05/0**

**Structural Plans & Specifications:-**

**(7294): S01/0 to S06/0, S20/0, S26/0 to S28/0**

**Pile Design: S01/01, S02/01**

**Architectural Plans & Specifications:-**

**A1.02/P3, A1.03/P4, A2.01/P3, A2.02/P3, A2.03/P1, A3.01/P2, A3.02/P2**

**Other Documents**

BP Application Form

7294 Certificate of Compliance 2016 03 18 - TP\_1.0

7294 Certificate of Compliance 2016 03 18 GDL\_1.0

7294 Structural Calculations - Retention System\_1.0

7294CAN-001 Flood hazard design

Combined Allotment Statement

Council Report and Consent - Land Liable to Flooding

Design Addendum

Fire Engineering Report Rev. C

Hoarding Permit Council Report and Consent

Legal point of discharge - stormwater

Melbourne Water Flood Level Certificate

MFB BR309 Consent and Report

Property Information Advice

RBS FER Determination

Re establishment Survey Plan

Soil Report

Certificate of Title

Domestic Home Warranty Insurance

Planning Permit

Protection Works

Structural Specifications

**(\*Indicates lodged with earlier staged permit)**

## Appendix B

### Performance Based Alternative Solutions/Dispensations/ Determinations Granted by Building Appeals Board/ Prescribed Reporting Authorities BS-U15013/20160097/1

#### 55-65 Railway Road BLACKBURN

#### Performance Based Alternative Solutions:-

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

| BCA Ref.                                                   | Item                                                                                                                                                                                                                           | Decision |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| C1.1, Specification C1.1, Clause 3.1 and Table 3, CP1, CP2 | Fire Resistance Levels associated with Class 6 parts (retail) to be 120minutes, in lieu of 180 minutes.                                                                                                                        | Approved |
| C3.2, CP2, CP8                                             | Openings to be located within 3m of the allotment boundary or within 6m of the far boundary of a road, river, lake or the like adjoining the allotment without the required protection in accordance with BCA DTS Clause C3.4. | Approved |
| C3.9, CP2, CP8, DP5                                        | Fire hydrant services test drain pipe to be located within the fire-isolated stairways.                                                                                                                                        | Approved |
| CP2, DP5, EP2.2                                            | The fire isolated stair shaft is permitted to comprise of concrete and masonry construction with a non-fire rated access hatch within the lid, in lieu of fire rated concrete construction lid.                                | Approved |
| D1.2(c), DP4, DP6, EP2.2                                   | Basement Level Carpark to be served by a single (1) exit, in lieu of not less than two (2) exits                                                                                                                               | Approved |
| D1.4(c), DP4, DP6, EP2.2                                   | The exit travel distance from any point on a floor to an exit is not more than 39m within the Basement Level carpark, in lieu of 20m.                                                                                          | Approved |
| D1.4(a), DP4, DP6, EP2.2                                   | The exit travel distance from the entrance door of any SOU to an exit is to be not more than 19.5m on Level 1 and Level 2, in lieu of 6m.                                                                                      | Approved |
| D1.7(b), DP5, EP2.2                                        | Fire Isolated Stair(s) to discharge internally, in lieu of discharging directly or by way of its own fire isolated passageway to a road or open space                                                                          | Approved |
| D2.4, DP4                                                  | Fire isolated stair(s) to have a direct connection between rising and descending stair flights at the level of discharge, in lieu of being separate.                                                                           | Approved |

#### Prescribed Reporting Authorities:-

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

| Report Authority        | Matter Reported On                                   | Regulation |
|-------------------------|------------------------------------------------------|------------|
| Whitehorse City Council | Council Report and Consent – Land Liable to Flooding | 802        |

|                         |                                                                                                                                                                                                                                                                    |     |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Whitehorse City Council | Hoarding Consent Beyond Property Boundary                                                                                                                                                                                                                          | 604 |
| Whitehorse City Council | Stormwater Drainage (Point of Discharge)                                                                                                                                                                                                                           | 610 |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 4.1.12 – Mag Flow Meters)<br><br>To permit the use of inline water meters (magnetic flow type) on the fire mains.                                                                                                 | 309 |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 7.3 – Booster Location)<br><br>To permit the Hydrant/ Sprinkler Booster assembly to be located within 10m of building – approx. 1.8m. (Subject to providing internal wall wetting drencher protection to windows. | 309 |
| MFB                     | NCC Clause E1.4 (Interalia AS 2441.1-2005 – Hose Reel Locations)<br><br>To permit fire hose reel locations at Basement level to be approximately 8m from exit in lieu of 4m.                                                                                       | 309 |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.1 – Hydrant Cover)<br><br>To permit fire hydrant shortfall coverage to occur as shown in Appendix B.                                                                                                        | 309 |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.2 – Hydrants on Mid Landings)<br><br>To permit the internal fire hydrant at Basement Level to be located on mid landing due to differing floor levels.                                                      | 309 |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.2 – Hydrants Test Drain within Fire Stair)<br><br>To permit test drains within the fire isolated stair.                                                                                                     | 309 |

## Appendix C

### Building Permit Conditions BS-U15013/20160097/1

#### 55-65 Railway Road BLACKBURN

##### **General Conditions:-**

1. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
2. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer
3. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulation 2006 and the Building Act 1993.
4. The approval of this work shall lapse if the works are not commenced within 12 months or completed within 36 months after the date of this permit. It is the responsibility of the builder to arrange for the required final inspection of the works within this time otherwise additional fees and/or fines may be incurred.
5. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
6. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
7. Pursuant to Building Regulation 317 of the Building Regulations 2006, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
  - Builder registration numbers and contract details
  - Relevant Building Surveyor registration number and contact details
  - Building Permit number and date of issue
8. The builder must ensure all required existing exits and existing fire safety services throughout the building are maintained and operational.
9. A copy of the approved plans must be available on site while the building works are in progress.
10. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
  - cross-overs
  - street openings
  - stormwater connections
  - public protection in the street including hoardings and gantries

##### **Alternative Building Solutions, Dispensations, Building Appeals Board D:-**

11. Alternative Building Solutions, Dispensations and Building Appeals Board Determinations and Relevant Authority Consents apply with respect to this permit as referenced in Appendix B. Conditions and requirements applicable in regard to these matters must be complied with in full.

##### **Precautions for Protection of the Public:-**

12. Where hoardings or other precautions are required to project beyond or over a street, or where otherwise required by Council bylaw, Council consent pursuant to Building Regulation 604 of the Building Regulations 2006 shall be obtained prior to commencement of the works
13. Such precautions form part of the approved works and must be in place prior to the commencement of relevant works
14. Precautions for protection of the public shall, as a minimum, comprise solid timber hoardings and fencing of all sections of the site which are open to public space or adjacent private property.

##### **Boundary Projections by New Building Works:-**

15. Boundary locations shall be established by preparation of a title re-establishment survey prepared by a licensed land surveyor.

**Termite Management:-**

16. Primary building elements must be protected to AS3660.1 and a durable notice must be permanently fixed to the building in a prominent location, such as a meter box or the like, indicating:-
  - the method of termite management; and
  - the date of installation of the system; and
  - where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and
  - the installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.
17. The Municipal Council has declared the site to be in an area subject to infestation by termites.
18. Where the site has not been declared in an area subject to infestation by termites, protection to AS3660.1 and provision of a notice is not mandatory.

**Planning Permits:-**

19. Prior to commencement of relevant works, the builder shall consult with Council's Planning Department to confirm acceptance of any work which would differ from the planning permit documentation and endorsed drawings.
20. The work permitted by this Building Permit must be undertaken to maintain consistency with the Planning Permit, Planning Permit conditions and the endorsed plans.
21. All conditions of the planning permit shall be complied with. Where the planning permit applies conditions that must be completed prior to commencement of the development, construction, or the like, such conditions must be completed prior to commencement of the development, relevant construction, etc as the case requires.
22. All works shall be undertaken in strict accordance with the relevant planning permit.

**Stormwater Discharge:-**

23. Approval for the stormwater point(s) of discharge must be obtained from the relevant Council or Water Authority prior to commencement of drainage works.

**Protection of Adjoining Property:-**

24. Protection of adjoining property is required as part of the work covered by this building permit. Such protection work shall comply with the Building Act 1993 .
25. Work shall not commence until an agreed contract of insurance under Section 93 of the Building Act 1993 and an agreed survey of adjoining property under Section 94 of the Building Act 1993 are in place.
26. Within 2 months of completion of protection work, the owner shall serve a complete set of adjoining property protection "as built" details on all adjoining owners and on the relevant building surveyor.
27. The protection work shall be undertaken in strict accordance with the Form 3 and Form 4 documents and/or determination by the relevant building surveyor and/or determination of the Building Appeals Board as applicable.

**Fire Ratings of Structure:-**

28. Bondek or condek floor slabs shall achieve a 2 hour FRL for the Basement Level. The builder shall provide verification of FRL levels prior to commencement of these works.
29. All general concrete structure fire ratings shall achieve a 2 hour FRL minimum for the Basement Level.
30. Structural steel columns and structural steel floor support beams, trusses and the like shall achieve a minimum 2 hour FRL for the Basement Level.

**Conditions of Flood Level Consent:-**

31. Provide written confirmation of compliance with all conditions of the flood plain authority consent to construct on flood prone land.

**Design and Construction Packages :-**

32. The following works are excluded from the scope of this building permit as they do not form part of the construction documents. Prior to commencement of the relevant works, documentation packages with Compliance Certificates as relevant shall be supplied by the builder to the relevant building surveyor for review and approval:-
  - Balustrading packages including structural certification for support elements and glazing/panel infill elements.
  - Façade cladding and curtain wall packages including structural certification.
  - Glass and glazing packages including structural certification.
  - Concrete Suspended Slabs
  - Signage package.

Appendix D

Statutory Signage Requirements  
BS-U15013/20160097/1

55-65 Railway Road BLACKBURN

- NB. 1. Signage may be required by other statutes – Refer to relevant consultants for details.  
2. Additional signage may be required under Fire Engineering Report (if applicable)

| BCA/BR Ref    | Details                                                                                                                                                                                                                                                                            |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B1.4 (i) (ii) | Termite protection details in meter box or the like indicating method of termite risk management, date of system installation, NRA label life expectancy (chemical barriers) and installer/manufacture recommended scope and frequency of future inspections for termite activity. |

**Our Ref:** 20161031.03953.bp2.sm

Form 2

Building Act 1993

BUILDING REGULATIONS 2006

Regulation 313

PLP Building Surveyors  
& Consultants Pty Ltd

## BUILDING PERMIT (Stage 2: All Works)

**Project:** 55-65 Railway Road, Blackburn**Issued to Agent:** Orange Building Solutions  
196 Johnston Street  
COLLINGWOOD VIC 3066**Contact:** Nathan McPherson  
**Telephone:** 8394 1712**Address for Serving/Giving of Documents:** 196 Johnston Street  
COLLINGWOOD VIC 3066**Ownership Details:** Spacious Property Development Group Pty Ltd  
302/ 51 - 55 Stephenson Street  
CREMORNE VIC 3121**Contact:** Michael Zhang  
**Telephone:** 9429 1188**Property Details:**

|                        |                                          |         |           |
|------------------------|------------------------------------------|---------|-----------|
| Address:               | 55-65 Railway Road<br>BLACKBURN VIC 3130 |         |           |
| Lot/s:                 | 1 & 2                                    | LP/PS:  | 507227V   |
| Volume                 | 10660                                    | Folio   | 162 & 163 |
| Crown Allot.           | 82 (Part)                                | Section |           |
| Parish                 | Nunawading                               | County  |           |
| Municipal District Of: | Whitehorse City Council                  |         |           |

**Builder/Contractor<sup>2</sup>:** Orange Building Solutions  
196-198 Johnston Street  
COLLINGWOOD VIC 3066**Contact:** Nathan McPherson  
**Telephone:** 8394 1712**Nature of Building Work:** Construction of apartment, retail & carpark

|                               |                                   |                 |
|-------------------------------|-----------------------------------|-----------------|
| <b>Cost of Building Work:</b> | Total Cost of Project:            | \$10,743,332.00 |
|                               | Cost of This Stage 2:             | \$ 6,613,332.00 |
|                               | Total Cost of All Stages to Date: | \$10,743,332.00 |
|                               | (Including this stage 2)          |                 |

**Applicable Regulations:** Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2015**Details of Relevant Planning Permit:** Planning Permit No: WH/2011/692  
Date of Grant of Planning Permit - 12 Dec 2012**PLP Building Surveyors and Consultants Pty Ltd | ABN 170 844 204 77 | [www.plpaust.com](http://www.plpaust.com)**Melbourne. Level 4, 63 Exhibition Street | Melbourne VIC 3000 | T. 03 9650 7999 F. 03 9650 7890 | [info@plpaust.com](mailto:info@plpaust.com)Brisbane 8 Prospect Street Fortitude Valley QLD 4006 | T. 07 3252 9733 F. 07 3252 9722 | [info@plpaust.com](mailto:info@plpaust.com)Perth 45 Ventnor Avenue, West Perth, WA, 6005 T. 08 9389 4443 F. 08 9389 4400 | [info@plpaust.com](mailto:info@plpaust.com)

**Stage of Building Work:** Stage 2: All Works

**Total Floor Area of New Building Work:** 4700m2

**Approved Documents:** Refer to Appendix A

**Performance Based Alternative Solutions:** Refer to Appendix B

**Dispensations Granted under Regulation 503/608/1011, Building Regulations 2006:** N/A

**Determination Granted by the Buildings Appeals Board:** N/A

**Prescribed Reporting Authorities:** Refer to Appendix B

**Combined Allotment Statement:** A statement has been issued under regulation 502 in relation to the building work that is the subject of this permit.

**Conditions of Permit:** Refer to Appendix C

**Inspection Requirements:** Mandatory notification stages are:  
 Inspection of Bored Piers  
 Inspection of Footings  
 Inspection of Pre Slab  
 Inspection of reinforcement for slab, prior to pouring  
 Inspection of framework, prior to lining  
 Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

**Commencement and Completion:** This building work must commence within 12 months and be completed within 36 months of the date of issue of the building permit.

**Building Classification**

| Part of Building               | Building Class | Description |
|--------------------------------|----------------|-------------|
| Ground, First and Second Level | 2              | Apartment   |
| Basement Level                 | 7a             | Carpark     |
| Ground Level                   | 6              | Retail      |

**Occupation or Use of Building:** An occupancy permit is required prior to the occupation or use of this building.

**Details of Building Practitioners & Architects:**

**(a) to be engaged in the building work<sup>4</sup>**

| Classification        | Full Name       | Registration No |
|-----------------------|-----------------|-----------------|
| Builder (Demolisher): | Shaun O'Connell | DBU32741        |
| Builder:              | Fred McKenzie   | CBU6318         |

**(b) who were engaged to prepare documents forming part of the application for this permit.<sup>5</sup>**

| Classification          | Full Name        | Registration No |
|-------------------------|------------------|-----------------|
| Engineer (Electrical):  | David O'Flaherty | EE40860         |
| Engineer (Fire Safety): | Niall Salt       | DPSD183         |

| Classification               | Full Name       | Registration No |
|------------------------------|-----------------|-----------------|
| Engineer (Mechanical):       | Graham Perry    | EM44897         |
| Engineer (Structural/Civil): | Guy De Losa     | EC1735          |
| Engineer (Fire):             | Marcello Arbaci | EF26584         |
| Architects                   | CHT Architects  | C50819          |

**Relevant Building Surveyor:** PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Andrew Lehmann (BS-U15013)

**Date of Issue of Building Permit:** 31 October 2016

**Building Permit No:** BS-U15013/20160097/2

- Notes**
1. Pursuant to Clause 316 of the Building Regulations 2006, the applicant for this Building Permit must supply a copy of the Building Permit and one set of all related approved plans, specifications and documents to the person who is in charge, or is to be in charge, of the carrying out of the building work.
  2. Under Regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
  3. Under Regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
  4. Include building practitioners with continuing involvement in the building work.
  5. Include only building practitioners with no further involvement in the building work
  6. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required by Section 135 of the Building Act 1993.
  7. This building permit does not constitute an assessment for compliance with the Disability Discrimination Act 1992 (DDA). Requirements for persons with disabilities have been limited to the provisions of the Building Code of Australia (BCA) applicable at the time of application. It has been established that compliance with the BCA may not be sufficient to satisfy the DDA. If compliance with the DDA is to be established, separate advice must be sought from specialist consultants in the field.
  8. This Building Permit must not be construed as an approval or endorsement relative to any other Act, regulation control or matter pertaining to the nature to which this relates. In particular this permit shall not be taken to authorise any departure from approved documents or other matters that have been or are able to be the subject of other approval procedures pursuant to the Planning and Environment Act. Occupational Health and Safety Act, Disability Services Act, Heritage Act, Health Act, Dangerous Goods Act, Liquor Control Reform Act and any other relevant Acts.
  9.
    - (a) If a Town Planning Permit is applicable to the works, consultation with Council's Planning Department shall occur to confirm acceptance of any minor changes from the endorsed planning permit and drawings.
    - (b) No work shall commence until all planning permit conditions containing requirements to be completed prior to work commencement have been satisfied.
    - (c) All conditions of the planning permit shall be complied with.
    - (d) All works shall be undertaken in strict accordance with relevant planning permits and the Planning and Environment Act and Regulations.

## Appendix A

### Approved Documents BS-U15013/20160097/2

#### 55-65 Railway Road BLACKBURN

**Architectural Plans & Specifications:-**

*Architectural Drawings prepared by CHT Architects*

**Civil Plans & Specifications:-**

*Civil Drawings prepared by O'Neil Group*

**Electrical Plans & Specifications:-**

*Electrical Drawings prepared by O'Neil Group*

**Fire Service Plans & Specifications:-**

*Fire Drawings prepared by O'Neil Group*

*Fire Drawings prepared by Fire Power*

**Hydraulic Plans & Specifications:-**

*Hydraulic Drawings prepared by O'Neil Group*

**Mechanical Plans & Specifications:-**

*Mechanical Drawings prepared by O'Neil Group*

**Structural Plans & Specifications:-**

*Structural Drawings prepared by O'Neil Group*

*Structural Drawings prepared by Quality Structural*

**Other Documents**

Hoarding Permit Council Report and Consent 21 04 2016

Regulation 604 Report & Consent dated 27.06.16 - Gantry Permit

Performance Solution Determination

Alternate Solution for Falls to Floor Wastes

Alternate Solution for troughs to laundries

Substation Approval

Reg 1507 Certificate of Compliance - Design

Building Permit Application Form

Certificate of Compliance - Design for Post Tension Slab

Structural Computations

Council Report and Consent - Land Liable to Flooding

Fire Engineering Report Determination

Hydraulic Fire Services Calculations

Hydraulic wall wetter sprinkler calculations

Energy Efficiency Report

- \*BP Application Form
- \*7294 Certificate of Compliance 2016 03 18 - TP\_1.0
- \*7294 Certificate of Compliance 2016 03 18 GDL\_1.0
- \*7294 Structural Calculations - Retention System\_1.0
- \*7294CAN-001 Flood hazard design
- \*Combined Allotment Statement
- \*Council Report and Consent - Land Liable to Flooding
- \*Design Addendum
- \*Fire Engineering Report Rev. C
- \*Hoarding Permit Council Report and Consent
- \*Legal point of discharge - stormwater
- \*Melbourne Water Flood Level Certificate
- \*MFB BR309 Consent and Report
- \*Property Information Advice
- \*RBS FER Determination
- \*Re establishment Survey Plan
- \*Soil Report
- \*Certificate of Title
- \*Domestic Home Warranty Insurance
- \*Planning Permit
- \*Protection Works
- \*Structural Specifications

**(\*Indicates lodged with earlier staged permit)**

## Appendix B

### Performance Based Alternative Solutions/Dispensations/ Determinations Granted by Building Appeals Board/ Prescribed Reporting Authorities BS-U15013/20160097/2

#### 55-65 Railway Road BLACKBURN

#### Performance Based Alternative Solutions:-

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

| BCA Ref                                                    | Item                                                                                                                                                                                                                           | Decision |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| C1.1, Specification C1.1, Clause 3.1 and Table 3, CP1, CP2 | Fire Resistance Levels associated with Class 6 parts (retail) to be 120minutes, in lieu of 180 minutes.                                                                                                                        | Approved |
| C3.2, CP2, CP8                                             | Openings to be located within 3m of the allotment boundary or within 6m of the far boundary of a road, river, lake or the like adjoining the allotment without the required protection in accordance with BCA DTS Clause C3.4. | Approved |
| C3.9, CP2, CP8, DP5                                        | Fire hydrant services test drain pipe to be located within the fire-isolated stairways.                                                                                                                                        | Approved |
| CP2, DP5, EP2.2                                            | The fire isolated stair shaft is permitted to comprise of concrete and masonry construction with a non-fire rated access hatch within the lid, in lieu of fire rated concrete construction lid.                                | Approved |
| D1.2(c), DP4, DP6, EP2.2                                   | Basement Level Carpark to be served by a single (1) exit, in lieu of not less than two (2) exits                                                                                                                               | Approved |
| D1.4(c), DP4, DP6, EP2.2                                   | The exit travel distance from any point on a floor to an exit is not more than 39m within the Basement Level carpark, in lieu of 20m.                                                                                          | Approved |
| D1.4(a), DP4, DP6, EP2.2                                   | The exit travel distance from the entrance door of any SOU to an exit is to be not more than 19.5m on Level 1 and Level 2, in lieu of 6m.                                                                                      | Approved |
| D1.7(b), DP5, EP2.2                                        | Fire Isolated Stair(s) to discharge internally, in lieu of discharging directly or by way of its own fire isolated passageway to a road or open space                                                                          | Approved |
| D2.4, DP4                                                  | Fire isolated stair(s) to have a direct connection between rising and descending stair flights at the level of discharge, in lieu of being separate                                                                            | Approved |
| F1.11                                                      | To permit the bathroom area to remain flush in lieu of graded floor towards the floor waste.                                                                                                                                   | Approved |
| F2.1                                                       | To permit the omission of laundry tub to Apartments 002, 003, 107, 108, 207 and 208.                                                                                                                                           | Approved |

**Prescribed Reporting Authorities:-**

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

| <b>Report Authority</b> | <b>Matter Reported On</b>                                                                                                                                                                                                                                          | <b>Regulation</b> |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 4.1.12 – Mag Flow Meters)<br><br>To permit the use of inline water meters (magnetic flow type) on the fire mains.                                                                                                 | 309               |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 7.3 – Booster Location)<br><br>To permit the Hydrant/ Sprinkler Booster assembly to be located within 10m of building – approx. 1.8m. (Subject to providing internal wall wetting drencher protection to windows. | 309               |
| MFB                     | NCC Clause E1.4 (Interalia AS 2441.1-2005 – Hose Reel Locations)<br><br>To permit fire hose reel locations at Basement level to be approximately 8m from exit in lieu of 4m.                                                                                       | 309               |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.1 – Hydrant Cover)<br><br>To permit fire hydrant shortfall coverage to occur as shown in Appendix B.                                                                                                        | 309               |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.2 – Hydrants on Mid Landings)<br><br>To permit the internal fire hydrant at Basement Level to be located on mid landing due to differing floor levels.                                                      | 309               |
| MFB                     | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.2 – Hydrants Test Drain within Fire Stair)<br><br>To permit test drains within the fire isolated stair.                                                                                                     | 309               |
| Whitehorse City Council | Council Report and Consent – Land Liable to Flooding                                                                                                                                                                                                               | 802               |
| Whitehorse City Council | Hoarding Consent Beyond Property Boundary                                                                                                                                                                                                                          | 604               |
| Whitehorse City Council | Stormwater Drainage (Point of Discharge)                                                                                                                                                                                                                           | 610               |
| Whitehorse City Council | Council Report and Consent - Gantry Permit                                                                                                                                                                                                                         | 604               |

## Appendix C

### Building Permit Conditions BS-U15013/20160097/2

#### 55-65 Railway Road BLACKBURN

##### **General Conditions:-**

1. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulation 2006 and the Building Act 1993.
2. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
3. Pursuant to Building Regulation 317 of the Building Regulations 2006, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
  - Builder registration numbers and contract details
  - Relevant Building Surveyor registration number and contact details
  - Building Permit number and date of issue
4. A copy of the approved plans must be available on site while the building works are in progress.
5. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
  - cross-overs
  - street openings
  - stormwater connections
  - public protection in the street including hoardings and gantries

##### **Alternative Building Solutions, Dispensations, Building Appeals Board D:-**

6. Alternative Building Solutions and Relevant Authority Consents apply with respect to this permit as referenced in Appendix B. Conditions and requirements applicable in regard to these matters must be complied with in full.

##### **Precautions for Protection of the Public:-**

7. Where hoardings or other precautions are required to project beyond or over a street, or where otherwise required by Council bylaw, Council consent pursuant to Building Regulation 604 of the Building Regulations 2006 shall be obtained prior to commencement of the works
8. Such precautions form part of the approved works and must be in place prior to the commencement of relevant works
9. Unless approved otherwise, such alternative precautions shall not project over a street.

##### **Termite Management:-**

10. Primary building elements must be protected to AS3660.1 and a durable notice must be permanently fixed to the building in a prominent location, such as a meter box or the like, indicating:-
  - the method of termite management; and
  - the date of installation of the system; and
  - where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and
  - the installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.
11. The Municipal Council has declared the site to be in an area subject to infestation by termites.

##### **Planning Permits:-**

12. All works shall be undertaken in strict accordance with the relevant planning permit
13. The work permitted by this Building Permit must be undertaken to maintain consistency with the Planning Permit, Planning Permit conditions and the endorsed plans.

##### **Protection of Adjoining Property:-**

14. Protection of adjoining property is required as part of the work covered by this building permit. Such protection work shall comply with the Building Act 1993 .
15. Work shall not commence until an agreed contract of insurance under Section 93 of the Building Act 1993 and an agreed survey of adjoining property under Section 94 of the Building Act 1993 are in place.

16. Within 2 months of completion of protection work, the owner shall serve a complete set of adjoining property protection "as built" details on all adjoining owners and on the relevant building surveyor.
17. The protection work shall be undertaken in strict accordance with the Form 3 and Form 4 documents and/or determination by the relevant building surveyor and/or determination of the Building Appeals Board as applicable.

**Fire Ratings of Structure:-**

18. Bondek or condek floor slabs shall achieve a 2 hour FRL to Basement and Ground and 1.5 hour FRL to 1st and 2nd Floor. The builder shall provide verification of FRL levels prior to commencement of these works.
19. All general concrete structure fire ratings shall achieve a 2 hour FRL to Basement and Ground and 1.5hr FRL to 1st and 2nd Floor minimum.
20. Structural steel columns and structural steel floor support beams, trusses and the like shall achieve a minimum 2 hour FRL at Basement and Ground and 1.5 hour FRL at 1st and 2nd Floor.
21. Insulation to external walls are to be non-combustible, i.e. Rock Wool. Any changes to external wall construction containing combustible products are to be assessed by fire engineer.

**Fire Services Documentation:-**

22. Fire services must be constructed in strict accordance with relevant fire brigade consent and reports.
23. Sprinklers at basement level shall be located not closer than 2m apart and shall otherwise be installed generally to AS2118.1.
24. Ensure booster cabinet doors are double hinged so that when opened, the cabinet doors do not project more than 600mm past the allotment boundary.

**Electrical Services Documentation:-**

25. Electrical services must comply with BCA Energy Efficiency provisions. Verification of compliance for as-built electrical installations will be required at the completion of the project.
26. Electrical switchboards located in corridor paths of travel to exits shall be enclosed in non-combustible or fire resistant enclosures with smoke sealed doors.

**Mechanical Services Documentation:-**

27. Mechanical services must comply with BCA energy efficiency provisions. Verification of compliance for as-built mechanical installations will be required at the completion of the project.
28. All carpark exhaust discharge details are subject to review and compliance with AS1668.2.

**Fire Engineers Requirements:-**

29. Construct the whole of the works in strict accordance with the requirements of the fire engineers report.

**Penetrations Sealing:-**

30. Manufacturers' product details and a certificate verifying installation in accordance with fire tested prototypes from each relevant sub-contractor shall be supplied to the relevant building surveyor prior to the issue of an occupancy permit.

**Roof Drainage System:-**

31. It is the builder's responsibility to ensure all areas are connected to a drainage system for disposal of surface water to an approved outfall to avoid water entering the building/adjoining building or causing damage to the building/adjoining building.
32. Stormwater drainage systems throughout the external areas shall be to AS3500 Part 3 requirements.

**Glass and Glazing:-**

33. Glazed doors and partitions shall be grade A safety glass to AS1288 (2006). All glazing shall comply with AS1288 and AS2047 as relevant. Provide certification of compliance at the completion of works.

**Door Hardware:-**

34. Doors required to be used by persons with a disability shall be operable under forces as required by AS1428.1 (20N operating force) or to alternative arrangements approved by the project access and disability adviser.
35. Doors to exits and in exit paths shall be openable from the egress side by a single handed downward or pushing action on a single device located 900-1100mm above floor level.

**Fire Extinguishers:-**

36. Provide portable fire extinguishers throughout to BCA E1.6.

**Early Fire Hazard Properties for Materials:-**

37. In order to confirm compliance with BCA C1.10, provide early fire hazard indice data for the following finishes and lining materials prior to installation:-
  - Carpet
  - Vinyl

**Fire Test Data:-**

38. Provide fire test data verification for the following specific work:-
  - (a) Specialist drywall fire rated systems (walls, ceilings bulkheads)
  - (b) Fire rated masonry wall types
  - (c) Fire sprayed mechanical ducts

- (d) Fire spray or drywall fire protection for steel beams and columns
- (e) Other

**Lift Off Toilet Doors:-**

- 39. The following toilet doors shall be readily removable from the outside of the toilet compartment:-
- 40. All fully enclosed conventional toilet compartments where the clear space between the closet pan and the nearest part of the doorway is less than 1.2m.

**Conditions of Flood Level Consent:-**

- 41. Provide written confirmation of compliance with all conditions of the flood plain authority consent to construct on flood prone land.

**General Requirements for Egress Systems:-**

- 42. All doorways, other than doors to sanitary compartments, shall have a clear width of 850mm and a clear height of 1980mm.
- 43. Stairways shall have a clear width of 1m throughout. Landings shall be provided so that not more than 18 risers occur in a continuous flight. Balustrade spacing and gaps shall not exceed 125mm.
- 44. Stair treads, landings and ramp surfaces shall have a non slip finish.

**Fire Rated Doors and Panels:-**

- 45. Doors and panels to fire isolated stairs and fire rated riser shafts shall be fire rated and installed in strict accordance with the manufacturer's requirements for doorsets of the prescribed FRL.

**Facilities for Persons with a Disability:-**

- 46. Access and facilities for persons with a disability shall be constructed in strict accordance with AS1428.1-2009 except as and to the extent varied by the project access and disability consultant.

**Wet Area Construction:-**

- 47. Construct all wet areas to be water resistant or water proof in accordance with AS3740-2010.
- 48. Plasterboard to wet areas shall be "WR" type installed and treated in strict accordance with the manufacturer's recommendations for water resistance.

**Gas Installations:-**

- 49. Combustible surfaces closer than 200mm from the periphery of a gas burner in kitchens or the like shall be adequately protected in accordance with the requirements of the Gas Safety Regulations, AS5601 – Gas Installation, and Energy Safe Victoria – Gas Information Sheet No. 25. (The latter document is available at <http://www.esv.gov.au>.) Domestic freestanding cookers with inbuilt splash backs do not require protection from a rear combustible wall.

Combustible surfaces include:

- Reconstituted stone with resin binders
- Plasterboard (paper faced)

Acceptable means of protection include:

- 5mm ceramic tiles
- Glass splash-backs, if wall behind is fire resistant, and the glass is suitable for the application
- Stainless Steel if wall is fire resistant or adequately protected

- 50. Gas pipes within the building shall be installed in accordance with the following:-
  - Main risers passing through multiple floors shall be installed in fire resisting riser shafts.
  - One off floor penetrations shall be fire stopped with a fire rating system in accordance with a fire tested prototype in which the test incorporated air filled pipes.
  - Penetrations through fire rated walls on a storey (e.g. walls bounding apartments or plant rooms) shall be similarly fire stopped with a system based on a fire-tested prototype on air filled pipes.

**Carpark Ceiling Linings:-**

- 51. Any ceiling linings or insulation materials that are proposed to be fitted to the underside of the carpark ceiling must:-
  - (i) comply with Clause C1.10 of the Building Code of Australia and tested to AS ISO 9705 or AS3837-1998;
  - (ii) not constitute an overhead fire fighting hazard; and
  - (iii) be fixed and installed in direct accordance with manufacturers recommendation and approved samples and be accompanied by a written undertaking from the installer confirming this requirement.

**Acoustic Report:-**

- 52. Prior to installation, detail method of maintaining acoustic rating of  $R_w + C_{tr}$  no less than 50 and  $L_n, w + C_I$  no more than 62 to flooring between different Sole Occupancy Units.

**Variations to Approved Documentation:-**

- 53. No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

**Energy Efficiency / Ratings Report:-**

54. Verification is to be provided from the main contractor that all conditions and requirements of the Section J Energy Efficiency Measures. Report have been implemented, including a detail list of all materials and insulating products used.

**Certificates Required for Sign Off**

| <b>Certificate</b>                                                     | <b>Information</b>                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Termite Treatment                                                      | Provide copy of termite protection certificate in accordance with AS3660.1-2000, Part A (internal - pre-construction) and Part B (external/ perimeter - post construction certificate).                                                                                                                                     |
| Energy Efficiency Measures & Building Fabric                           | Builder to provide compliance letter verifying all requirements of the Section J report for Building Fabric (thermal insulation and glass) and Building services have been installed in accordance with the approved documents and Part J of the BCA including a detail list of all materials and insulating products used. |
| Fire Spray Applications - Certificates                                 | Certificate from fire spray applicator confirming fire spray applications undertaken, products used, product thickness applied, ESA/M ratio of treated members, and fire resistance levels achieved.                                                                                                                        |
| Lift Installations - Certification Fire Resistance                     | Certification of fire resistance levels, and AS1905 compliance, for lift landing doors and frames.                                                                                                                                                                                                                          |
| Fire Brigade Commissioning                                             | Commissioning & completion report for auto-unlock electromagnetic exit doors.                                                                                                                                                                                                                                               |
| Fire Detection and Alarm System & Occupant Warning System Reports      | Commissioning and compliance reports for electromagnetic (auto-release) hold-open devices for all fire and smoke doors.                                                                                                                                                                                                     |
| Lift Installations - Commissioning Reports                             | Commissioning reports and compliance certificates for lift installations per AS1735.2 and O H and S legislation and for access for people with a disability.                                                                                                                                                                |
| Occupancy Permit Application Form                                      | Completed Application for Occupancy Form.                                                                                                                                                                                                                                                                                   |
| Acoustics Wall Systems                                                 | Compliance letter from the plastering and/or insulation contractor confirming all acoustic walls and floors have been installed and insulated as per the approved documents.                                                                                                                                                |
| Fire Sprinkler Systems and Pumps                                       | Compliance Report from recognised tester.                                                                                                                                                                                                                                                                                   |
| Fire Detection and Alarm System & Occupant Warning System Compliance   | Compliance Report from recognised tester.                                                                                                                                                                                                                                                                                   |
| Fire Hose Reel System                                                  | Compliance Report from recognised tester.                                                                                                                                                                                                                                                                                   |
| Fire Hydrant System                                                    | Compliance Report from recognised tester.                                                                                                                                                                                                                                                                                   |
| Mechanical Ventilation and Airhandling Systems - Confirmation AS1668.2 | Confirmation all fire and smoke dampers are installed and tested to AS1668.2 and located as per approved plans.                                                                                                                                                                                                             |
| Fire Brigade Consent & Report                                          | Consent and Report from the Fire Brigade                                                                                                                                                                                                                                                                                    |
| Electrical Certification                                               | Electrical contractor compliance letter indicating that the installed electrical services comply with the approved drawings, the BCA and relevant Australian Standards.                                                                                                                                                     |
| Fire Alarm Connection                                                  | Fire alarm certificate                                                                                                                                                                                                                                                                                                      |
| Fire Spray Applications - Test Reports                                 | Fire test data and/or fire test references to substantiate fire spray products use.                                                                                                                                                                                                                                         |
| Glazing                                                                | Glazing contractor compliance letter indicating the glass has been installed in accordance with the approved drawings and specification and complies with AS1288 and AS2047 (as applicable). Applies to balustrading, doors, windows, screens, facades and miscellaneous glazing.                                           |

| <b>Certificate</b>                         | <b>Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Structural Supervision                     | Letter from Structural Engineer confirming inspection and compliance of all structural work.                                                                                                                                                                                                                                                                                                                                                                                                     |
| Lift Installations - Compliance Letter     | Lift contractor to provide a compliance letter verifying the lift comply with the approved drawings and specification and complies with the BCA with respect to the measures outlined for Emergency Lifts and Accessibility Features.                                                                                                                                                                                                                                                            |
| Plumbing Certificates                      | Plumbing contractor compliance certificates for all plumbing works as follows (as relevant):- <ul style="list-style-type: none"> <li>- Roof Plumbing</li> <li>- Sanitary Plumbing</li> <li>- Drainage (Below Ground Sewer)</li> <li>- Drainage (Below Ground Stormwater)</li> <li>- Cold Water Plumbing</li> <li>- Hot Water Plumbing Mechanical Services Plumbing</li> <li>- Backflow Prevention</li> <li>- Residential &amp; Domestic Fire Sprinkler Systems</li> <li>- Gas fitting</li> </ul> |
| Balustrades                                | Provide compliance letter from the contractor that all balustrades (including glass elements) have been designed and installed as per AS1170.1 and the Building Code of Australia.                                                                                                                                                                                                                                                                                                               |
| Fire Hazard Properties                     | Provide the fire hazard test reports from the manufacturers for all floor linings to comply with BCA Spec C1.10.                                                                                                                                                                                                                                                                                                                                                                                 |
| Fire Stopping - Electrical                 | Separate verification required from electrical subcontractor                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Fire Stopping - Fire Sprinkler             | Separate verification required from fire sprinkler subcontractor                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Fire Stopping - Hydraulic                  | Separate verification required from hydraulic subcontractor                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Fire Stopping - Mechanical                 | Separate verification required from mechanical subcontractor                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Fire Stopping - Subcontractor Verification | Subcontractor verification that all control joints and services penetrations of fire resisting structural elements and smoke proof walls have been adequately sealed/fire stopped by means of a tested system. Advice to include:- <ul style="list-style-type: none"> <li>- proprietary systems used</li> <li>- fire resistance levels achieved</li> </ul>                                                                                                                                       |
| Smoke Walls                                | Written certification (or letter) from the relevant contractor advising all smoke walls are fully smoke sealed to the underside of the roof covering including all penetrations in accordance with BCA Spec C2.5 and C3.4                                                                                                                                                                                                                                                                        |
| Stormwater & Drainage                      | Written confirmation all roof drainage works have been designed and installed as per AS3500.3.2 and connected as per council SWD requirements.                                                                                                                                                                                                                                                                                                                                                   |
| Fire Engineering Report                    | Written confirmation from the builder that all special requirements of the fire engineering report have been implemented to the satisfaction of the fire engineer.                                                                                                                                                                                                                                                                                                                               |
| Building Permit Conditions                 | Written confirmation from the main building contractor that all conditions of building permits issued by the Relevant Building Surveyor and any building notices, orders or site instructions have been satisfied including:- <ul style="list-style-type: none"> <li>- a listing of all such conditions</li> <li>- details of the manner and timing of resolution of each condition.</li> </ul>                                                                                                  |
| Water Proofing                             | Written confirmation/certificate from contractor that all wet areas have been waterproofed in accordance with AS3740, including manufacturers details and warranties of proprietary systems used as applicable.                                                                                                                                                                                                                                                                                  |

| <b>Certificate</b>                                    | <b>Information</b>                                                                                                                                                                                                                  |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dry Wall (General)                                    | Written declaration from the builder or relevant subcontractor that the building has been constructed in accordance with the approved plans and specifications covering lightweight or dry wall fire/shafts resistant construction. |
| Fire Doors, Fire Rated Access Panels                  | Certificate of Compliance to AS1905.                                                                                                                                                                                                |
| Emergency Lighting and Exit Signage                   | Electrical contractor's compliance letter indicating that systems are completed, tested and operational in accordance with AS2293.1 & 2 and the Building Code of Australia.                                                         |
| Electrical Certificates                               | Provide Certificate of Electrical Safety for prescribed Electrical Installation Work.                                                                                                                                               |
| Fire Safety Certificate - Emergency Lifts             | Required Certificate                                                                                                                                                                                                                |
| Fire Safety Certificate - Fire Isolated Stairs        | Required Certificate                                                                                                                                                                                                                |
| Fire Safety Certificate - Lightweight Construction    | Required Certificate                                                                                                                                                                                                                |
| Fire Safety Certificate - Portable Fire Extinguishers | Required Certificate                                                                                                                                                                                                                |
| Fire Safety Certificate - Smoke Doors                 | Required Certificate                                                                                                                                                                                                                |
| Fire Safety Certificate - Warning & Operational Signs | Required Certificate                                                                                                                                                                                                                |
| Fire Stopping - Plumbing                              | Separate verification required from plumbing subcontractor                                                                                                                                                                          |

## Appendix D

### Statutory Signage Requirements BS-U15013/20160097/2

#### 55-65 Railway Road BLACKBURN

- NB. 1. Signage may be required by other statutes – Refer to relevant consultants for details.  
2. Additional signage may be required under Fire Engineering Report (if applicable)

| BCA/BR Ref    | Details                                                                                                                                                                                                                                                                            |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E3.3          | "DO NOT USE LIFTS IF THERE IS A FIRE" – 10mm upper case letters or 8mm lower case letters.                                                                                                                                                                                         |
| PLP           | Install statutory signage throughout the development in accordance with the details attached in Appendix D.                                                                                                                                                                        |
| E1.6          | Portable extinguisher signage to AS2444.                                                                                                                                                                                                                                           |
| D2.23         | For prescribed fire or smoke doors:-<br>"FIRE SAFETY DOOR – DO NOT OBSTRUCT" (for auto-close doors) or -"DO NOT KEEP OPEN" (for self-closing doors.) in 20mm contrasting letters.<br>For door discharging from a fire-isolated exit - "FIRE SAFETY DOOR – DO NOT OBSTRUCT".        |
| BR318         | Builder and building surveyor registration and contact details and building permit number and date must be conspicuously displayed on site for the duration of works in a publicly accessible location.                                                                            |
| B1.4 (i) (ii) | Termite protection details in meter box or the like indicating method of termite risk management, date of system installation, NRA label life expectancy (chemical barriers) and installer/manufacture recommended scope and frequency of future inspections for termite activity. |

**Our Ref:** 20170412.03953.op.sjm

Form 6

Building Act 1993

BUILDING REGULATIONS 2006

Regulation 1005



Melbourne | Brisbane | Perth

# OCCUPANCY PERMIT

**Project:** 55-65 Railway Road, Blackburn

**Issued to Owner:** Spacious Property Development Group Pty Ltd  
302/ 51 - 55 Stephenson Street  
CREMORNE VIC 3121

**Copy to Agent:** Orange Building Solutions  
196 Johnston Street  
COLLINGWOOD VIC 3066

## Property Details

|                        |                                       |         |           |
|------------------------|---------------------------------------|---------|-----------|
| Address:               | 55-65 Railway Road BLACKBURN VIC 3130 |         |           |
| Lot/s                  | 1 & 2                                 | LP/PS   | 507227V   |
| Volume                 | 10660                                 | Folio   | 162 & 163 |
| Crown Allot.           | 82 (Part)                             | Section |           |
| Parish                 | Nunawading                            | County  |           |
| Municipal District Of: | Whitehorse City Council               |         |           |

**Building Permit No:** BS-U15013/20160097/1-2

**BCA Version Applicable to this Occupancy Permit:** BCA 2015

## Building Details(a)

| Part of Building                         | Use            | BCA Class | Loading*                                    | Population**          |
|------------------------------------------|----------------|-----------|---------------------------------------------|-----------------------|
| Basement                                 | Carpark        | 7a        | 2.5                                         | 40                    |
| Ground (Excluding Retail Tenancy Shells) | Residential    | 2         | 2.0                                         | Nominal 100 per level |
| Level 1                                  | Residential    | 2         | Residential - 2.0<br>Private Balcony - 4.0  | Nominal 100 Per Level |
| Level 2                                  | Residential    | 2         | Residential - 2.25<br>Private Balcony - 4.0 | Nominal 100 Per Level |
| Roof                                     | Plant Platform | Ancillary | 5.0                                         | N/A                   |

\*Allowable floor loading in kPa. Refer to structural documentation for the localised areas where increased loading is permitted.

\*\* No. of people deemed to be accommodated. Populations may be limited by a Fire Engineering Report or Project Brief.

## Conditions:

Occupation is subject to the following:-

1. All relevant conditions of use and occupation (if any) applicable under Planning permits or consents shall be complied with at all times.
2. Essential Safety Measures listed in Appendix A must be maintained to the level specified.
3. The building work which is the subject of this Occupancy Permit was approved subject to performance based alternate solutions, relevant building surveyor dispensations, reporting authority consent and reports and Building Appeals Board Determinations (if any) attached as Appendix B.

4. This building has been subject to fire engineering assessments scheduled in Appendix D. Any change in circumstance to those assumed in the preparation of the fire engineer's assessments and which may affect fire and life safety matters shall be the subject of review and approval by a qualified fire engineer.

**Display of Occupancy Permit:** The approved location for display of this permit for the purposes of Regulation 1007 is adjacent to the Fire Indicator Panel

**Suitability for Occupation:** The building or part of a building to which this certificate applies is suitable for occupation.

**Relevant Building Surveyor:** PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Andrew Lehmann - BS-U15013

**Date of Inspection:** 12 April 2017

**Date of Issue:** 12 April 2017

**Occupancy Permit No:** 03953/OP

- NOTES:
1. Pursuant to Section 46(2) of the Building Act 1993, this occupancy permit does not constitute a statement of compliance with the Building Act and Regulations.
  2. This occupancy permit does not constitute a statement of compliance with the Disability Discrimination Act 1992 (DDA). Assessment for persons with a disability have been limited to the provisions of the Building Code of Australia (BCA) and the Disability (Access to Premises-Buildings) Standards 2010 as applicable at the time of application.

## Appendix A

### Maintenance Requirements for Essential Safety Measures

| Essential Safety Measures                                                                                                                                                                                                                                                       | BCA provisions for determining standard of performance        | Nature and or frequency of test or inspection                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Air Handling Systems:-</b>                                                                                                                                                                                                                                                   |                                                               |                                                                                                              |
| Carpark mechanical ventilation system covered by Section 5, AS/NZS 1668.1 serving more than one fire compartment                                                                                                                                                                | E2.2 and F4.11                                                | Quarterly as prescribed in AS1851-2012 Section 13                                                            |
| Fans and fan motors associated with the operation of ventilation system (frequent and emergency uses)                                                                                                                                                                           | AS1668.1-1998 and AS1668.2-2012                               | Quarterly as prescribed in AS1851-2012 Section 13                                                            |
| Fire & Smoke Dampers                                                                                                                                                                                                                                                            | E2.2                                                          | Annually as prescribed in AS1851-2012 Section 13                                                             |
| Outdoor intakes                                                                                                                                                                                                                                                                 | F4.5                                                          | Monthly as prescribed in AS1851-2012 Section 13                                                              |
| <b>Automatic Fire Detection &amp; Alarm Systems:-</b>                                                                                                                                                                                                                           |                                                               |                                                                                                              |
| Interconnected smoke alarms for occupant warning systems                                                                                                                                                                                                                        | Specification E2.2a, AS12339                                  | Monthly as prescribed in AS1851-2012 Section 6                                                               |
| Smoke and heat alarm system                                                                                                                                                                                                                                                     | Clause 3 of Specification E2.2a                               | Monthly as prescribed in AS1851-2012 Section 6                                                               |
| <b>Building Fire Integrity:-</b>                                                                                                                                                                                                                                                |                                                               |                                                                                                              |
| Building elements required to satisfy prescribed fire resistance levels, (including walls, columns, beams, floors, ceilings and shafts, etc.)                                                                                                                                   | Section C, D1.12                                              | Annual inspection to AS1851-2012, Section 12 for damage, deterioration, or unauthorised alteration           |
| Elements required to be non-combustible, provide fire protection, compartmentation or separation (including fire walls, smoke walls, fire resistant exits, and fire resistant elements such as walls, floors, ceilings, protective coverings, access panels and control joints) | C2.5 to C2.14, C3.3, C3.11, D1.7, D1.8, E1.3                  | Annual inspection for damage, deterioration, or unauthorised alteration                                      |
| Fire Doors (hinged and pivoted incl their associated warning systems) and assoc. self-closing and latching mechanisms.                                                                                                                                                          | C2.12, C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7, D1.8, D1.12 | Every six months as per AS1851- 2012 Section 12. Check operation of handles, closers and electronic strikes. |
| Fire-protection at service penetrations through elements required to be fire-resisting or have a resistance to the incipient spread of fire.                                                                                                                                    | C3.12, C3.13, C3.15                                           | Annually as per AS1851-2012 Section 12 to inspect for damage, deterioration or unauthorised alteration.      |
| Hinged and pivoted fire-resistant doorsets serving as entry doors to private residential apartments.                                                                                                                                                                            | C3.11                                                         | Annually as per AS1851-2012 Section 12. Check operation of handles, closers and electronic strikes.          |

| Essential Safety Measures                                                                                       | BCA provisions for determining standard of performance          | Nature and or frequency of test or inspection                                                                |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Materials and assemblies required to satisfy prescribed fire hazard properties for linings and surface finishes | C1.10                                                           | Annual inspection for damage, deterioration, or unauthorised alteration                                      |
| Smoke doors and associated self-closing, automatic closing and latching mechanisms                              | Specification C2.5, D2.6                                        | Every three months as per AS1851-2012 Section 12. Check operation of closers, handles and electronic strikes |
| Solid core doors and associated self-closing, automatic closing and latching mechanisms                         | C3.11                                                           | Annual inspection for damage, deterioration, and check operation of closers, handles and electronic strikes  |
| <b>Building Use &amp; Application:-</b>                                                                         |                                                                 |                                                                                                              |
| *Classification and use of building                                                                             | A3.2 to A3.4                                                    | Annual inspection to ensure use does not vary from approval                                                  |
| <b>Fire Brigade Requirements Additional to BCA Provisions :-</b>                                                |                                                                 |                                                                                                              |
| MFB Signage                                                                                                     | MFB Regulation 309 Consent No.1600683 (Dated 15 April 2016)     | Annual inspection to ensure the sign is in place and legible.                                                |
| <b>Fire Engineering Requirements Additional to BCA Provisions:-</b>                                             |                                                                 |                                                                                                              |
| Refer to Fire Engineering Report                                                                                | Fire Engineering Report No. 5199100 Revision C (Dated May 2016) | Refer to Fire Engineering Report No. 5199100 Revision C (Dated May 2016)                                     |
| <b>Fire Fighting Services &amp; Equipment:-</b>                                                                 |                                                                 |                                                                                                              |
| Fire hose reel system                                                                                           | E1.4, AS2441-2005                                               | Every six months to AS 1851-2012 Section 9                                                                   |
| Fire hydrant system (including on-site pump set and fire-service booster connection)                            | BCA E1.3, AS2419.1                                              | Six monthly to AS1851-2012 Section 4 (also monthly to AS1851-2012 Section 3 where pumps are installed)       |
| Portable fire extinguishers                                                                                     | E1.6                                                            | Every six months to ensure extinguishers are in place and to AS1851-2012 Section 10                          |
| Sprinkler protection of openings                                                                                | C3.4 and as approved by relevant authority                      | Annually to ensure protection of openings is maintained                                                      |
| Sprinkler system (including alarm monitors connected to approved authority)                                     | E1.5                                                            | Monthly to AS1851-2012 Section 2                                                                             |
| <b>Lifts:-</b>                                                                                                  |                                                                 |                                                                                                              |
| Passenger lift fire service controls                                                                            | E3.6                                                            | Periodic inspection as per manufacturers specification, however no less than annual inspection               |
| <b>Lighting:-</b>                                                                                               |                                                                 |                                                                                                              |
| Emergency lighting                                                                                              | E4.2, E4.4                                                      | Every six months to AS2293.2-1995                                                                            |

| Essential Safety Measures                                                                                                                                                                                                            | BCA provisions for determining standard of performance                      | Nature and or frequency of test or inspection                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>Means of Egress:-</b>                                                                                                                                                                                                             |                                                                             |                                                                                                           |
| Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)                                                                                                                    | D1.7, D1.9 to D1.11, D2.12                                                  | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms.                        | D1.6, D2.19 to D2.21, D2.23                                                 | Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware |
| Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)                                             | D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17                              | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Paths of travel to exits                                                                                                                                                                                                             | D1.6                                                                        | Inspection every three months to ensure there are no obstructions and no alterations                      |
| <b>Occupant Warning Systems:-</b>                                                                                                                                                                                                    |                                                                             |                                                                                                           |
| Building occupant warning systems including audible alarms, recorded and visual messages                                                                                                                                             | Clause 8 of Specifications E1.5; E2.2a and Clause 6 of Specification E2.2a  | Monthly as prescribed AS1851-2012 Section 6                                                               |
| <b>Other Safety Measures:-</b>                                                                                                                                                                                                       |                                                                             |                                                                                                           |
| *Balconies                                                                                                                                                                                                                           | Part B1                                                                     | Annual inspection to verify no damage, deterioration or unauthorised changes                              |
| Glazed Assemblies                                                                                                                                                                                                                    | B1.4 and F1.13                                                              | Annual inspection to verify no damage, deterioration or unauthorised changes.                             |
| <b>Signs:-</b>                                                                                                                                                                                                                       |                                                                             |                                                                                                           |
| Exit identification including signs on fire doors and smoke doors; signs on egress doors leading from fire-isolated passageways; signs and audible and visual alarms on sliding fire doors; chevron stripes; and flashing luminaries | Clauses D2.23 and C3.6 and as approved by the authority having jurisdiction | Annual inspection to determine signs and alarms are intact and operational where relevant                 |
| Exit signs (including direction signs)                                                                                                                                                                                               | Specification D1.12, E4.5, E4.6, E4.8                                       | Every six months to AS2293.2-1995                                                                         |
| Signs alerting persons that the operation of doors must not be impaired                                                                                                                                                              | D2.23                                                                       | Annual inspection to ensure the warning sign is in place and legible                                      |
| Signs warning against the use of lifts in the event of fire                                                                                                                                                                          | E3.3                                                                        | Annual inspection to ensure the warning sign is in place and legible                                      |

\* Essential Safety Measures marked with an “\*” are not currently included within the schedule of measures requiring maintenance under the Victorian Building Regulations 2006, however maintenance of these items is required.

<sup>1</sup>Does not apply to air conditioning, mechanical ventilation or natural ventilation systems that are not required to operate in fire and smoke control mode except that systems required to shut down in fire mode shall be proven to shut down in accordance with AS1851-2005 Clause 18.4.2.

## Appendix B

### Schedule of Performance Based Alternative Solutions and Prescribed Reporting Authorities

#### Performance Based Alternative Solutions

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

| BCA Ref                                                    | Item                                                                                                                                                                                                                           | BCA Performance Requirement |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| C1.1, Specification C1.1, Clause 3.1 and Table 3, CP1, CP2 | Fire Resistance Levels associated with Class 6 parts (retail) to be 120minutes, in lieu of 180 minutes.                                                                                                                        | Approved                    |
| C3.2, CP2, CP8                                             | Openings to be located within 3m of the allotment boundary or within 6m of the far boundary of a road, river, lake or the like adjoining the allotment without the required protection in accordance with BCA DTS Clause C3.4. | Approved                    |
| C3.9, CP2, CP8, DP5                                        | Fire hydrant services test drain pipe to be located within the fire-isolated stairways.                                                                                                                                        | Approved                    |
| CP2, DP5, EP2.2                                            | The fire isolated stair shaft is permitted to comprise of concrete and masonry construction with a non-fire rated access hatch within the lid, in lieu of fire rated concrete construction lid.                                | Approved                    |
| D1.2(c), DP4, DP6, EP2.2                                   | Basement Level Carpark to be served by a single (1) exit, in lieu of not less than two (2) exits                                                                                                                               | Approved                    |
| D1.4(c), DP4, DP6, EP2.2                                   | The exit travel distance from any point on a floor to an exit is not more than 39m within the Basement Level carpark, in lieu of 20m.                                                                                          | Approved                    |
| D1.4(a), DP4, DP6, EP2.2                                   | The exit travel distance from the entrance door of any SOU to an exit is to be not more than 19.5m on Level 1 and Level 2, in lieu of 6m.                                                                                      | Approved                    |
| D1.7(b), DP5, EP2.2                                        | Fire Isolated Stair(s) to discharge internally, in lieu of discharging directly or by way of its own fire isolated passageway to a road or open space                                                                          | Approved                    |
| D2.4, DP4                                                  | Fire isolated stair(s) to have a direct connection between rising and descending stair flights at the level of discharge, in lieu of being separate                                                                            | Approved                    |
| F1.11                                                      | To permit the bathroom area to remain flush in lieu of graded floor towards the floor waste.                                                                                                                                   | Approved                    |
| F2.1                                                       | To permit the omission of laundry tub to Apartments 002, 003, 107, 108, 207 and 208.                                                                                                                                           | Approved                    |
| DP1, DP8, Clause D3.1 and D3.5                             | To permit the space directly underneath the accessible car space within the Basement Carpark to have a height clearance of 2.3m in lieu of a 2.5m head height clearance.                                                       | Approved                    |
| DP1, DP8, Clause D3.1 and D3.5                             | To permit the sprinkler pipe head height clearance of 2.13m at the carpark entry within the Basement Carpark in lieu of 2.2m.                                                                                                  | Approved                    |
| DP1, DP2, Clause D3.1, D3.3                                | To permit Level 1 corridor width to have a 1520mm wide turning and circulation space in lieu of a 1540mm x 2070mm wide turning and circulation space.                                                                          | Approved                    |

| BCA Ref               | Item                                                                                                                     | BCA Performance Requirement |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| FP2.1 and Clause F2.4 | To permit the door within the Accessible Sanitary Facility to have a clear swing of 280mm in lieu of 300mm to the basin. | Approved                    |

### Prescribed Reporting Authorities

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

| Prescribed Reporting Authority | Matter Reported On                                                                                                                                                                                                                                              | Regulation |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| MFB                            | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 4.1.12 – Mag Flow Meters)<br>To permit the use of inline water meters (magnetic flow type) on the fire mains.                                                                                                  | 309        |
| MFB                            | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 7.3 – Booster Location)<br>To permit the Hydrant/ Sprinkler Booster assembly to be located within 10m of building – approx. 1.8m. (Subject to providing internal wall wetting drencher protection to windows.) | 309        |
| MFB                            | NCC Clause E1.4 (Interalia AS 2441.1-2005 – Hose Reel Locations)<br>To permit fire hose reel locations at Basement level to be approximately 8m from exit in lieu of 4m.                                                                                        | 309        |
| MFB                            | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.1 – Hydrant Cover)<br>To permit fire hydrant shortfall coverage to occur as shown in Appendix B.                                                                                                         | 309        |
| MFB                            | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.2 – Hydrants on Mid Landings)<br>To permit the internal fire hydrant at Basement Level to be located on mid landing due to differing floor levels.                                                       | 309        |
| MFB                            | NCC Clause E1.3 (Interalia AS 2419.1-2005 Clause 3.2.3.2 – Hydrants Test Drain within Fire Stair)<br>To permit test drains within the fire isolated stair.                                                                                                      | 309        |
| Whitehorse City Council        | Council Report and Consent – Land Liable to Flooding                                                                                                                                                                                                            | 802        |
| Whitehorse City Council        | Hoarding Consent Beyond Property Boundary                                                                                                                                                                                                                       | 604        |
| Whitehorse City Council        | Stormwater Drainage (Point of Discharge)                                                                                                                                                                                                                        | 610        |
| Whitehorse City Council        | Council Report and Consent - Gantry Permit                                                                                                                                                                                                                      | 604        |



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

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

ABN: 39549568822

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

Tuesday, November 10, 2020

Your Ref: 42114637-025-1:18707  
Contact: Building Department  
Telephone: 9262 6421

LANDATA  
2 Lonsdale Street  
MELBOURNE VIC 3000

Dear Sir/Madam,

**Re: 210/55-65 Railway 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: 1904/2015  
Type of works: Demolition of Existing Shops / Offices  
Building Permit Issued: 14-Dec-2015  
Certificate of Final Inspection Issued: 05-Sep-2016

Our Reference: 1342/2015  
Type of works: Construction of Apartment, Retail & Carpark – Stage 1: Retention & Concrete Structure excluding Ground Floor Slab.  
Building Permit Issued: 10-May-2016  
Occupancy Permit Issued: 12-Apr-2017

Our Reference: 2641/2016  
Type of works: Construction of Apartment, Retail & Carpark – Stage 2: All Works  
Building Permit Issued: 31-Oct-2016  
Occupancy Permit Issued: 12-Apr-2017 (Excludes Retail Tenancy Shell)  
Certificate of Final Inspection Issued: 12 April 2017 (Retail Tenancies Shell 01-07)

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

Yours faithfully,

**Building Services**  
**For and on behalf of City of Whitehorse**

**Important Information**

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



**Whitehorse City Council**

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

Telephone: (03) 9262 6333

Fax: (03) 9262 6308

TTY: (03) 9262 6325

TIS: 131 540

ABN: 39549568822

[customer.service@whitehorse.vic.gov.au](mailto:customer.service@whitehorse.vic.gov.au)

[www.whitehorse.vic.gov.au](http://www.whitehorse.vic.gov.au)

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

**SAFETY OF EXISTING SWIMMING POOLS**

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

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

**SMOKE ALARMS**

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



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Tuesday, November 10, 2020

Your Ref: 42114637-027-5:18708  
 Contact: Building Department  
 Telephone: 9262 6421

LANDATA  
 2 Lonsdale Street  
 MELBOURNE VIC 3000

Dear Sir/Madam,

**Re: 55-65 Railway Road, Blackburn Vic 3130**

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

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

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

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

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

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

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

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

Yours faithfully,

**Building Services**  
**For and on behalf of City of Whitehorse**



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sharrock Pitman C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 4545

NO PROPOSALS. As at the 30th 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®.

55-65 RAILWAY 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: 30th October 2020

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 42114637 - 42114637122701 '4545'**

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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