Dated **2022**

Contract of Sale

Unit 3 and Accessory Unit 20, 20 Ashted Road, Box Hill Vic 3128

Director of Housing

Contract of sale of land

Property:

Unit 3 and Car Park Lot 20, 20 Ashted Road, Box Hill Vic 3128

Holding Redlich
Level 8, 555 Bourke Street, Melbourne VIC 3000

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LAW INSTITUTE VICTORIA

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –
- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../…..……./2022

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

....

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

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR: ....

.... on ..../…..……./2022

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

an officer of the Director of Housing authorised to sign on its behalf

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

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

Table of contents

Particulars of sale

Vendor's estate agent

Name: **O'Brien Real Estate** ....

Address: 98 South Parade, Blackburn Vic 3939 ....

Email: frank.molinaro@obrienrealestate.com.au ....

Tel: (03) 9894 2044 .... Mob: 0418 390 988.................. Fax: .... Ref: Frank Molinaro

Vendor

Name: **Director of Housing**..

Address: 50 Lonsdale Street, Melbourne, VIC 3000 ....

ABN/ACN: 88 139 482 080 ....

Email: ....

Vendor's legal practitioner or conveyancer

Name: **Holding Redlich**..

Address: Level 8, 555 Bourke Street, Melbourne VIC 3000...

Email: Nicole.martin@holdingredlich.com ....

Tel: (03) 9321 9872 .... Fax: (03) 9321 9900 .... Ref: LMC:NLM: 19 02 1285 ....

Purchaser

Name: ....

Address: ....

ABN/ACN: ....

Email: ....

Purchaser's legal practitioner or conveyancer

Name: ....

Address: ....

Email: ....

Tel: .... Fax: .... DX: .... Ref: ....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 9295	Folio 134	3	RP12550
Volume 9295	Folio 151	20	RP12550

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 3 and Car Park Lot 20, 20 Ashted Road, Box Hill Vic 3128**..........................

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

Nil..

Payment

Price $ ....

Deposit $ .... 10% of the Price payable on signing

Balance $ .... payable at settlement

Deposit bond

~~☐ General condition 15 applies only if the box is checked~~

Bank guarantee

~~☐ General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on the date that is 60 days from the day of sale

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

~~• the above date; and~~

~~• the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

Lease (general condition 5.1)

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

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

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

~~OR~~

~~☐ a residential tenancy for a fixed term ending on / /20~~

~~OR~~

~~☐ a periodic tenancy determinable by notice~~

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: ....

(or another lender chosen by the purchaser)

Loan amount: no more than $ .... Approval date: / /20

Building report

☐ ~~General condition 21 applies only if the box is checked~~

Pest report

☐ ~~General condition 22 applies only if the box is checked~~

Special Conditions

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

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

See special conditions after general conditions

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Conditions

1. Definitions and interpretation

(a) In these special conditions, unless the context clearly indicates otherwise:

Business Day means a day on which trading banks are open for business in the city of Melbourne other than a Saturday or Sunday;

Dangerous Substance means any asbestos, or any chemical, toxic, corrosive, flammable, explosive, infectious, carcinogenic or otherwise dangerous substance;

General Conditions means the general conditions as set out in the form of contract of sale published by the Law Institute of Victoria and the Real Estate Institute of Victoria Ltd in August 2019, which are included in this contract

Guarantee means the deed of guarantee and indemnity attached as **Annexure A** to this contract;

Online Duties Form means the digital form introduced by the SRO for the purpose of assessment of duty on transfers of land;

Post Remediation Report means the Methamphetamine Post Remediation Report prepared by EHS Assess, dated 25 August 2020, a copy of which is attached to the Vendor's Statement;

Property means the property sold to the purchaser pursuant to this contract, as described in the Particulars of Sale;

Service means water, sewerage, drainage, gas and electricity, telephone or other installations, services and utilities;

Settlement means the date that settlement is effected;

Settlement Date means the due date for settlement as set out in the Particulars of Sale or as varied by agreement;

Special Conditions means these special conditions;

SRO means the Victorian State Revenue Office;

Transfer means the instrument of transfer referred to in Special Condition 19;

Vendor's Legal Practitioner means the legal practitioner for the vendor named in the particulars of sale of this contract or as otherwise notified by the vendor to the purchaser; and

Vendor's Statement means the statement by the vendor pursuant to section 32 of the *Sale of Land Act 1962* (Vic), a copy of which is attached to this contract.

(b) In this contract, unless the context clearly indicates otherwise:

(i) a reference to a **statute**, **ordinance**, **code** or other **law** includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this contract;

(ii) a reference to a thing (including an amount) is a reference to the whole and each part of it;

(iii) an **agreement**, **representation** or **warranty** in favour of 2 or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of 2 or more persons apart from the vendor binds them jointly and severally;

(iv) each vendor is severally liable in accordance with their interest in the Property as set out in the certificates of title for the Land;

(v) the word **person** includes a firm, a corporate entity, an unincorporated association or an authority;

(vi) the words **includes** and **including** are not words of limitation;

(vii) the singular includes the plural and vice versa;

(viii) words importing one gender include all other genders; and

(ix) **clause headings** are inserted for convenience only and do not affect the interpretation of this contract.

2. Vendor's Statement

The purchaser acknowledges having received from the vendor a signed Vendor's Statement before signing this contract.

3. General conditions

(a) The following general conditions are amended:

(i) General Condition 7 is amended by inserting a further general condition 7.3 as follows: "The purchaser admits that the Property as offered for sale and inspected by the purchaser is identical with that described in the Particulars of Sale."; and

(ii) General Condition 32 is amended by adding the following paragraph: "Without limiting this general condition32, the purchaser must pay to the vendor on demand any costs and expenses of any nature or description whether they were foreseeable or not, which are or may be incurred by the vendor directly or indirectly as a result of the purchaser's breach of this contract including, without limiting the generality of this general condition, interest on any mortgages, bank fees, loss of discounts on bills or borrowings, legal costs, extra removal, storage or moving costs, additional land tax, loss of income or earnings and accommodation costs."

(b) The following General Conditions are deleted and replaced:

(i) General Condition 10.1 is deleted and replaced with Special Condition 19;

(ii) General Condition 14.7 and 14.11 are deleted and replaced with Special Condition 22;

(iii) General Condition 4 is deleted and replaced with Special Condition 15;

(iv) General Condition 3 is deleted and replaced with Special Condition 17;

(v) General Condition 28 is deleted and replaced with Special Condition 11;

(vi) General Condition 29 is deleted and replaced with Special Condition 12; and

(vii) General Condition 31 is deleted and replaced with Special Conditions 7 and 10.

(c) General condition 12 does not apply to this contract.

4. Planning and encumbrances

(a) The purchaser acknowledges and agrees that any restriction on the use of the Property under any town planning scheme, in any legislation or imposed by any authority empowered by legislation to control the use of the Property will not affect the validity of this contract.

(b) The purchaser must not make any requisition or objection, claim any compensation, delay Settlement, rescind or terminate this contract due to any of the matters referred to in this special condition.

5. Property sold “as is”

(a) The purchaser acknowledges and agrees that it purchases the Property together with any improvements on an "as is" and "where is" basis and therefore:

(i) as a result of the independent exercise of the purchaser's own skill and judgment after due inspection and investigation;

(ii) in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

(iii) in the knowledge that the Property may contain fill; and

(iv) subject to any obligations that the purchaser is to assume under the Vendor’s Statement,

and that no representation or warranty has been made or given by the vendor or by any person acting on behalf of the vendor to the purchaser or to any person acting on behalf of the purchaser as to:

(v) the marketability, quality or fitness for any purpose of the Property or the improvements;

(vi) the freedom of the Property from defects, infestations, contaminations or dilapidation;

(vii) the use to which the Property or improvements can lawfully be put;

(viii) whether development of any description may be carried out on the Property; or

(ix) whether the improvements on the Property have been built or placed there in accordance with each approval required by law for the building or placement of those improvements.

(b) Without limiting the generality of Special Condition 5(a), the purchaser acknowledges and agrees that the Property is sold, and the purchaser will take title to the Property subject to, all existing Services (if any). In particular, the purchaser will not make any requisition, objection, demand or claim for compensation, or rescind or terminate this contract, in respect of any of the following:

(i) the nature, location, availability of any Services;

(ii) if any Service is a joint service with any other land or building;

(iii) if any Service for any other property or building or any parts or connections for that Service pass through the Property;

(iv) if any sewer or water main or connection passes through, in or over the Property;

(v) if there is a manhole or vent on the Property; or

(vi) if the Property is subject to or has the benefit of any rights or easements in respect of the Service.

(c) Without limiting this Special Condition 5, all warranties and conditions which would otherwise be implied in this contract are excluded to the maximum extent permitted by law.

6. Methamphetamine Post Remediation Report

(a) The purchaser acknowledges and agrees that without limiting Special Condition 5:

(i) the Vendor has been made aware that an occupier of the Property may have been using methamphetamines; and

(ii) as a result of the methamphetamine use, after the occupier vacated the Property, remediation works were carried out to the dwelling on the Property and the Post Remediation Report was obtained.

(b) The purchaser acknowledges and agrees that:

(i) the Post Remediation Report is provided for information purposes only;

(ii) no warranties or representations are provided that Post Remediation is accurate or complete and in relation to whether any remediation works are required to the Property;

(iii) the purchaser has entered into this contract on the basis of its own investigations and enquiries as to whether any remediation works are required to the Property.

(c) The purchaser will not make any requisition in respect of, objection to, rescind or terminate this contract is respect of any matter relating to the methamphetamine use on the Property by an occupier and/or the Post Remediation Report.

7. Property at purchaser's risk

(a) The Property, is sold as is, and will be at the purchaser's risk from the Day of Sale.

(b) The vendor is not responsible for any deterioration in the Property from the Day of Sale.

(c) The purchaser acknowledges that the vendor will not undertake any maintenance of the Property between the Day of Sale and Settlement and the purchaser must not make any requisition, objection, demand, claim for compensation, or rescind or terminate this contract or delay Settlement in respect of this.

(d) The purchaser acknowledges that the Property has not been insured by the vendor, and the purchaser is and will from the Day of Sale be solely responsible for any damage or loss suffered by or that may occur to the Property for any reason whatsoever.

(e) The purchaser agrees to insure, at his or her cost, the Property immediately upon execution of this contract and to keep the Property insured until at least the Settlement.

(f) The purchaser will under no circumstances be entitled to delay Settlement or to seek any deduction of the Price or to retain any monies as a consequence of any damage or loss caused to the Property after the Day of Sale.

8. Contamination and dangerous substances

(a) Without limiting the generality of Special Condition 5, the purchaser will not make any requisitions in respect of, object to, claim any compensation for, or rescind or terminate this contract due to:

(i) any contamination or pollution of the Property or the existence of any Dangerous Substance on the Property; or

(ii) the existence of fill on the Property.

(b) At the purchaser's own expense, the purchaser will comply with the requirements of each competent authority for the abatement of any pollution, the clean-up or environmental audit (or any combination of these) of the Property, and will indemnify the vendor at all times against the cost of doing so. General Condition 28 is deemed to include each notice or order given or made by a competent authority in relation to matters referred to in this Special Condition 8 except to the extent that this contract expressly requires the purchaser to assume responsibility for any notice or order made or given before the Day of Sale.

9. Improvements

The vendor does not warrant that the improvements purporting to be on the Property are wholly on the Property or that improvements of adjoining owners do not encroach on the Property. The sale is subject to each encroachment (if any) which exists and the purchaser is not entitled to make any requisition, objection or demand, or claim any compensation in relation to it or rescind or terminate the contract due to any such encroachment. The purchaser may conduct an identification survey of the Property at the purchaser's own expense.

10. Goods

(a) The purchaser acknowledges that the only goods sold with the Property or which are included with the Property are those listed in the Particulars of Sale.

(b) The goods are sold "as is" and no warranty promise or representation is made as to the quality of condition of such goods.

(c) The vendor is under no obligation to remove any goods from the Property or to reimburse the purchaser for or pay for the cost of removal of any goods from the Property notwithstanding that they are not listed in the Particulars of Sale.

11. Notices

(a) 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.

(b) The purchaser may, with the vendor's consent, enter the Property to comply with its responsibilities in Special Condition 11(a), where action is required before Settlement.

12. Inspection

The purchaser or the purchaser's authorised representative may inspect the Property at any reasonable time during the 7 days preceding the Settlement Date, by giving the vendor's estate agent at least 48 hours prior written notice.

13. Purchaser's warranties

(a) The purchaser warrants to the vendor that it is empowered to enter this contract and can do so without consent from any other person or has already obtained that consent.

(b) The purchaser warrants to the vendor that it is not prohibited by or under any law including without limitation the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**Act**) from entering into or completing this contract.

(c) If the Act applies to the purchaser and to this purchase, in breach of the warranty contained in this Special Condition 13(b), the vendor may rescind this contract and retain the deposit and any interest and the purchaser agrees to indemnify and keep indemnified the vendor against any loss, claim, damages, penalty, fine or costs which may be incurred or suffered by the vendor or for which the vendor is liable as a result of any breach of special condition 13(b).

14. Vendor's warranties

The warranties made by the vendor in General Conditions 6 end at Settlement.

15. Nomination

(a) If this contract says that the Property is sold to a named purchaser "and/or nominee" (or similar words), the named purchaser may, at least 14 days before the Settlement Date, nominate a substitute or additional purchaser (**nominee**), but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract and must, if requested to do so by the vendor, execute guarantees and/or provide or have the nominee provide information and evidence required by the vendor.

(b) The purchaser and any substitute or additional purchaser must fully and truthfully disclose the details of the nomination of the nominee to the State Revenue Office or other relevant government agency.

(c) The purchaser and any nominee must indemnify hold harmless and keep indemnified the vendor against any loss, claim, damages, penalty, fine or costs that the vendor, or the vendor's representatives pay, suffer, incur or are liable for as a result of any breach of this special condition.

16. Purchasers buying unequal interests

(a) If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the Property (**proportions**).

(b) If the proportions recorded in the transfer differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

(c) The purchasers fully indemnify the vendor, the vendor's agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in this contract.

17. Guarantee

If the purchaser is a company which is not listed on the main board of any Stock Exchange in Australia, the purchaser will procure the execution by all its directors of the Guarantee by the Day of Sale. If the purchaser is unable to procure that execution by the Day of Sale, then the purchaser must procure execution of the Guarantee within 7 days of the Day of Sale. The purchaser's breach of this Special Condition 17 will be a fundamental breach of this contract.

18. Legal fees, disbursements and stamp duty

Each party to this contract must bear its own costs incurred in relation to this contract and the purchaser will be liable for all stamp duty (including penalties and fines) payable in respect of this contract and any, transfer or other thing arising from this contract.

19. Delivery of transfer

(a) The purchaser must provide any paper instrument of transfer required for settlement to the Vendor's Legal Practitioner at least 14 clear days before the Settlement Date.

(b) If the purchaser does not deliver the transfer to the Vendor's Legal Practitioner within the time period prescribed in Special Condition 19(a), the vendor will be entitled to extend the Settlement Date for up to 14 days from the receipt by the Vendor's Legal Practitioner of the transfer (**Extended Settlement**). The purchaser will pay to the vendor interest in accordance with General Condition 33 from the Settlement Date to the Extended Settlement date or the date that Settlement does occur, as well as any costs or expenses incurred by the vendor or to which the vendor is entitled under this contract.

20. Online Duties Form

20.1 The purchaser acknowledges it is anticipated that, at the Settlement Date, in order for duty on the Transfer to be assessed, the SRO may require any information which must be submitted to the SRO for that purpose, to be completed and signed online by or on behalf of both parties, and submitted to the SRO electronically by means of the Online Duties Form.

20.2 To ensure that the Online Duties Form is completed and signed in time for Settlement, the purchaser must:

(a) populate the Online Duties Form with all the information which a purchaser must provide to the SRO (**Transferee Information**); and

(b) accept and/or sign the Online Duties Form,

in each instance, within 2 Business Days of receiving an online invitation to do so. The purchaser must promptly notify the vendor that the purchaser has completed, and/or accepted and/or signed the Online Duties Form immediately after doing so.

20.3 In addition to the vendor's rights described elsewhere under this contract, if the purchaser breaches the purchaser's obligations under Special Condition 20.2:

(a) the vendor may extend the Settlement Date by the same number of days in which the purchaser delays populating, or accepting and/or signing the Online Duties Form; and

(b) the purchaser must, at settlement, pay interest to the vendor in accordance with General Condition 33 of the contract from the Settlement Date until the date settlement is effected in addition to any costs or expenses incurred by the vendor or to which the vendor is entitled to pursuant to this contract.

20.4 The purchaser confirms and agrees that upon the Online Duties Form being populated with the Transferee Information, the purchaser must not amend any of the Transferee Information without procuring the vendor's prior written consent to do so.

20.5 The purchaser acknowledges that the purchaser is responsible for populating the Online Duties Form with accurate Transferee Information. The purchaser indemnifies and keeps the vendor indemnified against any claims, costs or expenses, loss or damages that the vendor suffers, incurs or is liable for as a result of the purchaser providing incorrect Transferee Information.

21. GST Withholding Notice

(a) In this Special Condition:

TAA means the *Taxation Administration Act 1953* (Cth); and

GST Act has the meaning in general condition 13. 8.

(b) The purchaser is not required to make payment pursuant to section 14-250 of Schedule 1 to the TAA in relation to the supply of the Property, as the supply of the Property is an input taxed supply and is not a taxable supply for the purposes of the GST Act.

(c) This is the notice to be provided to the purchaser pursuant to section 14-255 of Schedule 1 to the TAA.

22. Cheque requirements

At settlement, payments may be made or tendered:

(a) by a bank cheque or bank cheques drawn on a bank registered under the *Banking Act 1959* (Cth) and being a bank acceptable to the vendor; or

(b) if the parties agree, by electronically transferring the payment in the form of cleared funds.

23. Conflicting or invalid conditions

(a) In the case of a conflict between these Special Conditions and the General Conditions, the order of priority is:

(i) these Special Conditions; and

(ii) the General Conditions.

(b) The terms of this contract prevail over the terms in any earlier contract.

(c) The purchaser acknowledges and agrees that if any of the provisions of this contract are judged invalid, unlawful or unenforceable for any reason by a court of competent jurisdiction, the invalidity or unenforceability (unless deletion would substantially alter the express or implied intention of the parties) will not affect the operation or interpretation of any other provision of this contract to be observed and performed by the purchaser.

24. Whole agreement – no representations

(a) The purchaser agrees that this contract and the Vendor's Statement (as included in this contract) contain the complete and only agreement between the vendor, the vendor's agents and the purchaser.

(b) The purchaser acknowledges that the agents referred to in this contract have acted as agents for the vendor and that, except for any disclosure by the vendor or their agents to the purchaser in accordance with the provisions of the *Sale of Land Act 1962* (Vic), the vendor and its agents have not given any information, representation or warranty with the intention or knowledge that it would be relied upon, and no such information, representation or warranty has in fact been relied upon.

25. No waiver

(a) The purchaser agrees that despite any extension or indulgence of time (whether express or implied) granted by the vendor, and despite any waiver in respect of time given by the vendor, time is of the essence of this contract.

(b) The granting of any indulgence or extension of time or waiving of any time restraint will not affect or diminish the vendor's right to issue and serve any notice on the purchaser at any later time, so that the vendor's notice will be taken to have been issued as and when required by this contract or by law.

26. No merger

The provisions of this contract capable of having effect after the Settlement Date do not merge on the transfer of the Property and continue to have full effect.

27. Auction Conditions

(a) The Property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the auction will be as set out in Schedules to the *Sale of Land (Public Auctions) Regulations 2014* (Vic) (**Regulations**) or any rules prescribed by the Regulations which modify or replace those Schedules.

(b) The purchaser acknowledges and confirms that the auction of the Property was conducted in accordance with the Regulations.

Annexure A - Guarantee and Indemnity

This Deed of Guarantee and Indemnity is dated 2022

By:..of ....

and:...of...

(jointly and separately **Guarantor**)

In favour of: the vendor described in the contract of sale (**Contract**) to which this deed of guarantee and indemnity is attached (**vendor**)

In consideration of the vendor agreeing to enter into the Contract with the purchaser named in the Contract (**purchaser**):

1. The Guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual performance by the purchaser of all of the purchaser's obligations under the Contract; and the due and punctual payment of all amounts for which the purchaser is or becomes liable in connection with the Contract, and will fully indemnify the vendor against all losses, damages, liabilities, costs, claims and expenses of any kind which the vendor incurs arising out of any of the following:

    (a) a breach of the Contract by the purchaser;

    (b) the vendor being unable to enforce any part of the Contract against the purchaser;

    (c) the purchaser failing to pay any amount payable in connection with the Contract;

    (d) any part of the Contract which is, or which is or claimed to be, void or voidable; and

    (e) enforcement of any of the vendor's rights under the Contract or this deed.

2. If this deed names more than one person as Guarantor, each Guarantor is jointly and severally liable with each other Guarantor, and each person who signs this guarantee and indemnity is bound by it, even if another person does not sign.

3. This guarantee and indemnity is a principal obligation and must not be treated as ancillary or collateral with any other obligation. The Guarantor will be jointly and severally liable with the purchaser (rather than merely being a surety for the purchaser) for the obligations set out in the Contract. This deed may be enforced against the Guarantor without the vendor first taking any steps or proceedings against the purchaser.

4. This guarantee and indemnity is a continuing obligation and will not be discharged by the payment of any amount secured under this deed or by any other act, but only by the satisfaction in full of the purchaser's obligations under the Contract. This deed will remain in full force and effect until the vendor has given the Guarantor written notice terminating the deed. The vendor will give the Guarantor such notice on request, but only if the vendor is satisfied, in its sole discretion, that all of the obligations under the Contract and this deed have been performed fully and all liabilities have been discharged.

5. This deed will bind the successors, assignees and personal representatives of the Guarantor and will not be determined by the death of the Guarantor (if a natural person) or the liquidation of the Guarantor (if a corporate entity).

6. The Guarantor acknowledges that it has examined and understood the Contract, and this guarantee and indemnity will not be prejudiced or affected by any amendment or variation of the

Contract, any complete or partial assignment, transfer or novation of the Contract or any change in the constitution of any party to the Contract, except that the Contract in its modified form will be deemed to be the Contract referred to in this deed.

7. If the Contract is terminated for any reason, the Guarantor will still be liable for any obligation that the purchaser incurs in connection with the Contract after the date of termination.

8. The Guarantor's liability under this deed will not be altered, limited, prejudiced, discharged or diminished by any act or omission or any event which might otherwise have (whether at law, in equity or under statute) the effect of altering, limiting, prejudicing, discharging or diminishing the liability of the Guarantor either as guarantor, principal debtor or indemnifier including without limitation any of the following occurring:

   (a) the vendor does something or fails to do something which would, under the law relating to guarantees or indemnities, have affected the Guarantor's liability;

   (b) any other person becomes liable to the vendor for any of the obligations of the purchaser, whether alone or jointly, or jointly and severally;

   (c) any liability of the purchaser to the vendor ceases for any reason;

   (d) the Contract is partly or completely illegal, void, voidable or unenforceable or is terminated for any reason;

   (e) the vendor accepts a repudiation of the Contract by the purchaser;

   (f) the vendor enforces, does not enforce, or postpones enforcing, any part of the Contract or any part of this deed or the vendor releases (either partly or completely) any co-Guarantor from any obligations;

   (g) the vendor grants time, credit or any indulgence or concession to the purchaser or the Guarantor;

   (h) the vendor obtains a court judgment against the purchaser or any other person;

   (i) the vendor compounds with, compromises with, or makes an arrangement with, the purchaser or any other person;

   (j) the vendor obtains any other any other security interest including an oral or written mortgage, pledge, lien, charge, encumbrance, preferential interest or arrangement from any person to secure the purchaser's or the Guarantor's compliance with its obligations (**Security**);

   (k) any Security obtained by the vendor is void, defective or informal;

   (l) the vendor enforces or does not enforce (either strictly or at all), or does not obtain, or releases or loses the benefit of any Security;

   (m) the vendor does not stamp or register, or stamp or register properly, this deed, the Contract or any other document;

   (n) the purchaser becomes insolvent or subject to external administration or becomes bankrupt or commits any act of bankruptcy; or

   (o) anything else occurs which would result in this deed ending or being prejudiced or affected.

9. If the purchaser is subject to any insolvency the Guarantor may not prove in competition with the vendor, and the Guarantor authorises the vendor to prove for all money owed to the vendor by the purchaser and, at the vendor's discretion, appropriate those amounts until the vendor has received the full amount owing to the vendor without any discount or pro-rated reduction. The Guarantor waives in favour of the vendor all rights against the vendor, the purchaser or any other person to the extent necessary to give full effect to this guarantee and indemnity.

10. The Guarantor's liability under this deed includes all amounts which the purchaser has paid to the vendor, but which the vendor is required to repay on the grounds of preference or for any other reason.

11. The Guarantor must pay an amount for which it is liable under this deed on receipt of a written notice from the vendor specifying the matter giving rise to the liability and the amount due. A statement in writing made up from the books of the vendor and signed by an authorised officer of the vendor which specifies the amount owing by the purchaser will be conclusive evidence that the amount is owing and of all other matters set out in the statement. It will not be necessary to produce any books or vouchers to verify the amount, and the statement need not look back to accounts beyond the preceding half-yearly balance of account in the books of the vendor.

12. The vendor is entitled to enforce this deed against the Guarantor even if the vendor has not given the Guarantor notice that the purchaser is in breach of the Contract or the vendor has not attempted to enforce the Contract against or demanded payment from the purchaser, or attempted to enforce any other Security, or if the purchaser or any other person is not liable to the vendor.

13. This guarantee and indemnity is additional to any rights at law (including rights under another document) and any Security the vendor has or may in the future have. Any other Security will not prejudice the vendor's rights under this deed. The vendor’s rights are not merged in any Security.

14. A delay or failure by the vendor in exercising any right will not operate as a waiver of that or any other right. If the vendor waives any right that it may have against the Guarantor, or releases the Guarantor from an obligation under this deed, that does not amount to a waiver of any other right or a release from any other obligation, nor does it imply that the vendor consents to any later breach. To be effective, a waiver or release by the vendor must be in writing and executed by the vendor.

15. This deed is governed by the law of Victoria. The Guarantor submits to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria and any other courts competent to hear appeals from those courts.

16. The Guarantor irrevocably appoints the vendor and each director of the vendor as the Guarantor's joint and several attorneys to complete, execute and deliver on the Guarantor's behalf, and at the Guarantor's expense, this deed and any other documents which the Guarantor may fail to complete, execute and deliver, and do anything that the attorney may think desirable to give full effect to this deed, including dating this deed. By this deed the Guarantor ratifies all things done by the vendor or any director of the vendor in accordance with that power.

17. The Guarantor acknowledges that this deed contains all the terms of the arrangement between the vendor and the Guarantor with respect to the transactions contemplated by this deed, except for other documents to which the Guarantor and the vendor are both parties. The Guarantor is not entitled to rely on representations made by the vendor or any of its officers, agents or employers, whether oral or in writing, prior to this deed. This deed may only be varied by a document signed by the vendor and the Guarantor.

18. Any present or future law that varies the vendor's rights or the Guarantor's obligations under this deed is excluded to the extent permitted by law. If any clause or any part of any clause of this deed is invalid or unenforceable, it is to be treated as not being part of the deed, without affecting the validity of the remainder.

19. This guarantee and indemnity will enure concurrently to the benefit of the vendor and its successors, transferees and permitted assigns.

Executed as a deed

Signed sealed and delivered by the Guarantor in the presence of:

....	....
Signature of witness	Signature of Guarantor
....	....
Name of witness	Name of Guarantor

Signed sealed and delivered by the Guarantor in the presence of:

....	....
Signature of witness	Signature of Guarantor
....	....
Name of witness	Name of Guarantor

HOLDING REDLICH

Dated **2022**

Vendor's statement

Unit 3 and Car Park Lot 20, 20 Ashted Road, Box Hill Vic 3128

Director of Housing

Table of contents

SECTION 32 STATEMENT

Made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic)

VENDOR	Director of Housing of 50 Lonsdale Street, Melbourne VIC 3000
LAND	The land described in certificates of title volume 9295 folio 134 and volume 9295 folio 151 and being lot 3 and lot 20 on registered plan of strata subdivision RP12550
PROPERTY	The Land together with all improvements known as Unit 3 and Car Park Lot 20, 20 Ashted Road, Box Hill Vic 3128

This statement forms part of the contract of sale for the Property (**Contract**) and is subject to its terms.

1. Financial matters

1.1 Undischarged mortgages

Particulars of any mortgage (whether registered or unregistered) over the Property, which will not be discharged before the Purchaser becomes entitled to possession or to the receipt of rents and profits are as follows:

Not applicable

1.2 Statutory charges

Particulars of any charge (whether registered or not) over the Property imposed by or under an Act to secure an amount due under that Act (such as unpaid land tax or other amounts due to government or statutory authorities), including the amount owing under the charge are as follows:

None to the Vendor's knowledge

1.3 Outgoings

The following is the amount of any rates, taxes, charges or other similar outgoings affecting the Property and any interest payable:

(a) on any part of them which is unpaid; or

(b) for which the Purchaser may become liable in consequence of the purchase of the Property and of which the Vendor might reasonably be expected to have knowledge,

As contained in the attachments concerning outgoings and statutory charges described in part 10.2

1.4 Terms contract

In the case of a terms contract where the Purchaser is obliged to make 2 or more payments to the Vendor after the execution of the Contract and before the Purchaser is entitled to a conveyance or transfer of the Property:

Not applicable

1.5 Purchaser to note

The Purchaser should note in relation to this part 1:

(a) the usual adjustment of statutory and building outgoings will be effected at settlement in accordance with the Contract; and

(b) the Vendor has no means of knowing all decisions of government or statutory authorities affecting the Property for which the Purchaser may become liable, unless they have been communicated to the Vendor

2. Insurance details

2.1 Property at Purchaser's risk

Where the Contract does not provide for the Property to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits, the particulars of any policy of insurance maintained by the Vendor in respect of any damage to or destruction of the Property follow:

The vendor self-insures.

2.2 Residence constructed within last 6 years

If there is a residence on the Property which was constructed within the last 6 years and section 137B of the *Building Act 1993* (Vic) applies to the residence, the following are the particulars of any required insurance under that Act which applies to the residence follows:

Not applicable

3. Land use

3.1 Restrictions

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

As contained in the attachments concerning the title described in part 10.1 and described in the Contract

(b) Particulars of any existing failure to comply with the terms of a restriction described in part 3.1(a) follow:

None to the Vendor's knowledge

3.2 Designated bushfire prone area

The Property is not in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* (Vic)

3.3 Road access

There is access to the Property by the common property on the plan of subdivision

3.4 Planning scheme

Information concerning the planning scheme affecting the Property follows:

As contained in the attachments concerning planning described in part 10.3.

4. Notices

4.1 General

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

- A former occupier of the Property has used drugs in the Property and due to that use, the Vendor remediation works were carried out and a Methamphetamine Post Remediation Report prepared by EHS Assess was obtained in relation to the Property as is attached to the Vendor's Statement.
- Other than as disclosed in this statement and the attachments to this statement and the Contract, none to the Vendor's knowledge.

However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Property for which the Purchaser may become liable, unless they have been communicated to the Vendor

4.2 Agricultural chemicals

Particulars of any notice, property management plan, report or order in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes follow:

Not applicable

4.3 Compulsory acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic) affecting any part of the Property follow:

None to the Vendor's knowledge

5. Residential building permits

If the Property includes a residence, particulars of any building permit issued under the *Building Act 1993* (Vic) in the last 7 years in relation to a building on the Property are as follows:

As contained in the attachments concerning building matters described in part 10.3(a)

6. Owners Corporation

The Property is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006* (Vic) (**Owners Corporation**) and the Owners Corporation is active within the meaning of section 32F(2) of the *Sale of Land Act 1962* (Vic). Accordingly:

(a) The information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act 2006* (Vic) relating to the Owners Corporation is:

Attached in the current Owners Corporation certificate issued for the Property under section 151 of the *Owners Corporations Act 2006* (Vic)

(b) A copy of the documents specified in section 151(4)(b)(i) and (iii) of the *Owners Corporations Act 2006* (Vic) that are required to accompany an owners corporation certificate under that Act are attached.

7. Growth Areas Infrastructure Contribution

The Property is not the subject of a Growth Areas Infrastructure Contribution recording under part 9B of the *Planning and Environment Act 1987* (Vic).

8. Non-connected services

The following services are not connected to the Property:

Electricity supply

Telephone

Gas supply

9. Evidence of title

The documents described in part 10.1 are attached to this statement.

10. Attachments

Copies of the following documents are attached:

10.1 Title

(a) A Register Search Statement for certificate of title volume 9295 folio 134

(b) A Register Search Statement for certificate of title volume 9295 folio 151

(c) The document referred to as the diagram location in the Register Search Statement identifying the Land and its location registered plan of strata subdivision RP12550

(d) Owners Corporation Basic Report for Owners Corporation RP12550

10.2 Outgoings and statutory charges

(a) Property Clearance Certificate, State Revenue Office

(b) Municipal Charges, Land Information Certificate, Whitehorse City Council

(c) Information Statement, Yarra Valley Water

(d) For the Owners Corporation:

- A current Owners Corporation certificate
- The documents specified in section 151(4)(b)(i) and (iii) of the *Owners Corporations Act 2006* (Vic) required to accompany an owners corporation certificate

10.3 Planning

(a) Planning Certificate issued by the Minister for Planning

(b) Planning Property Report, Department of Environment, Land, Water and Planning

10.4 Building

(a) The following issued by Whitehorse City Council:

(i) Building certificate under section 51(1) of the *Building Regulations 2018* (Vic) concerning permits, certificates and notices issued for the Property

(ii) Building certificate under section 51(2) of the *Building Regulations 2018* (Vic) concerning termites, flood level and snowfall etc.

(b) Methamphetamine Post Remediation Report prepared by EHS Assess dated 25 August 2020.

10.5 Environment

Priority Sites Register Extract, Environment Protection Authority

10.6 Roads

Road proposals, VicRoads

10.7 Due Diligence Checklist

The due diligence checklist issued by Consumer Affairs Victoria is attached

Vendor's execution

This Statement is dated 2022

Signature of the vendor:

____

an officer of the Director of Housing authorised to sign on its behalf

____

Purchaser's acknowledgement

The Purchaser acknowledges that it has:

(a) read, understood and accepted the contents of this statement; and

(b) received a duplicate of this statement signed by the Vendor before the Purchaser signed the Contract or any other contract for the sale of the Property:

This acknowledgment is dated 2022

Signature/s of the purchaser(s): ______________________________

____

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

VOLUME 09295 FOLIO 134

Security no : 124096287172J
Produced 21/03/2022 05:01 PM

LAND DESCRIPTION

Lot 3 on Registered Plan of Strata Subdivision 012550.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08922 Folio 476

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DIRECTOR OF HOUSING of 50 LONSDALE STREET MELBOURNE VIC 3000
AM093579M 08/08/2015

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP012550 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 20 ASHTED ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 17786K DIRECTOR OF HOUSING
Effective from 08/08/2015

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012550

DOCUMENT END

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

VOLUME 09295 FOLIO 151

Security no : 124096287173H
Produced 21/03/2022 05:01 PM

LAND DESCRIPTION

Lot 20 on Registered Plan of Strata Subdivision 012550.
CAR PARK
PARENT TITLE Volume 08922 Folio 476

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DIRECTOR OF HOUSING of 50 LONSDALE STREET MELBOURNE VIC 3000
AM093579M 08/08/2015

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP012550 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: ASHTED ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 17786K DIRECTOR OF HOUSING
Effective from 08/08/2015

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012550

DOCUMENT END

PLAN OF STRATA SUBDIVISION	EDITION 1	RP012550

LOCATION OF LAND

PARISH:	NUNAWADING
TOWNSHIP:	-
SECTION:	-
CROWN ALLOTMENT:	-
CROWN PORTION:	27A (PT)
TITLE REFERENCE:	VOL.8922 FOL.476
LAST PLAN REFERENCE:	-
DEPTH LIMITATION:	DOES NOT APPLY
POSTAL ADDRESS:	20 ASHTED ROAD BOX HILL 3128

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE
Surveyor: SCOT DOUGLAS
Certification Date: 26/06/1978

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF BOX HILL on 17/07/1978

REGISTERED DATE: 27/09/1978

PLAN UPDATED BY REGISTRAR IN AN661031Q 10/03/2022

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 12 IS A TWO STOREY BUILDING.

THE LOWER BOUNDARY OF LOTS 1 TO 12 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY EXCEPT THAT PART OF LOTS 7 & 12 MARKED 'A' WHERE THE UPPER BOUNDARY IS SO MUCH OF PLANE WITHIN WHICH LIES THE CEILING OF THE TOPMOST STOREY.

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 13 TO 24 IS A SINGLE STOREY BUILDING.

THE LOWER BOUNDARY OF LOTS 13 TO 24 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE THAT PART OF THE SITE.

LOTS 13 TO 24 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.
<u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u>
MEDIAN: ALL BOUNDARIES

<u>NOTICE OF RESTRICTION</u>
LOTS 1 TO 12 ARE RESTRICTED LOTS.
LOTS 13 TO 24 ARE CAR PARK LOTS.
REGISTRATION OF DEALINGS WITH LOTS 1 TO 12 IS RESTRICTED.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

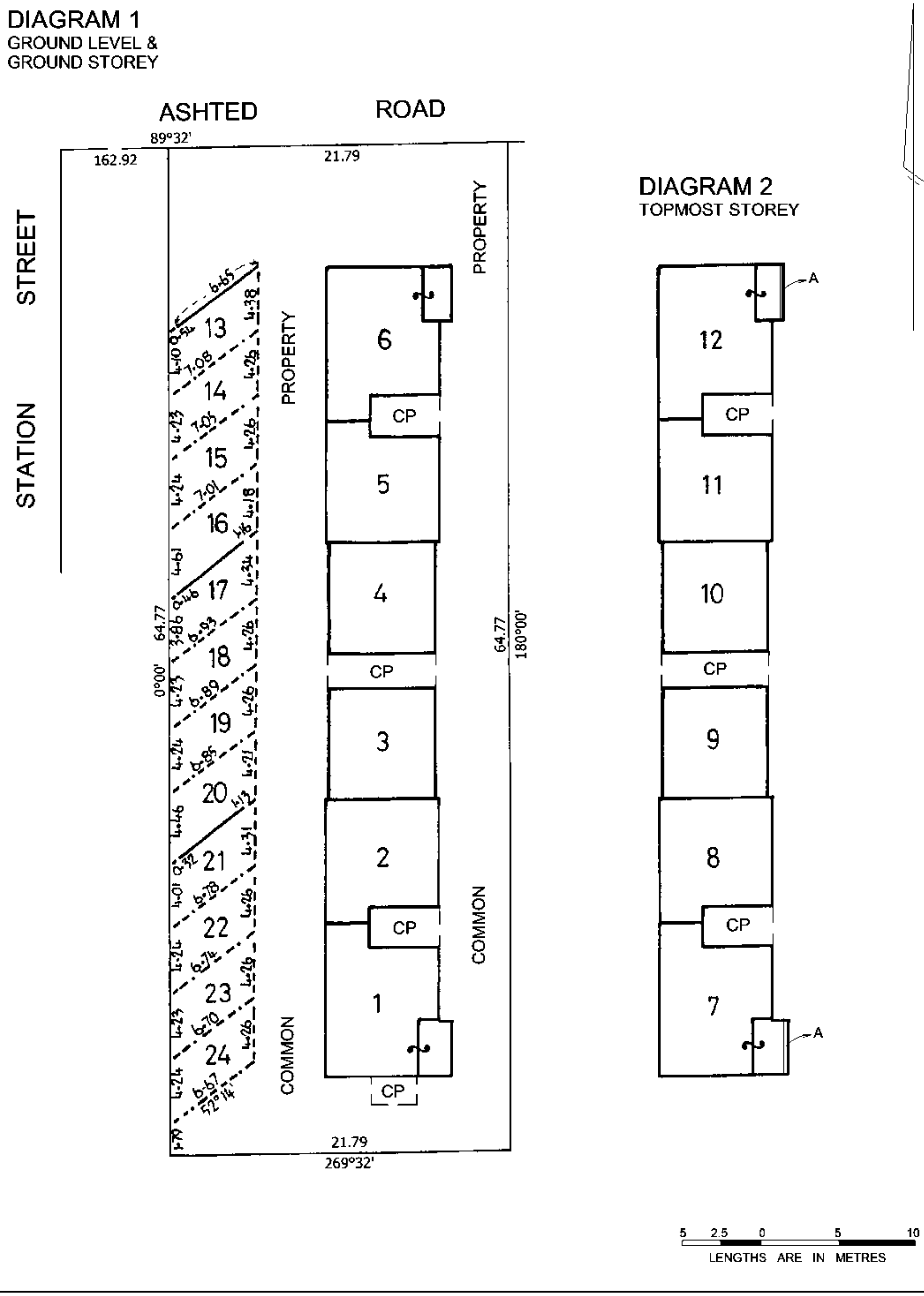
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

MEASUREMENTS ARE IN METRES

PLAN OF STRATA SUBDIVISION

RP012550



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/03/2022 05:03:40 PM

OWNERS CORPORATION
PLAN NO. RP012550

The land in RP012550 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 24.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MELBOURNE BODY CORPORATE MANAGEMENT BOX HILL 7 PARK ROAD SURREY HILLS VIC 3127

AD012857V 03/08/2004

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:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	91	91
Lot 2	75	75
Lot 3	75	75
Lot 4	75	75
Lot 5	75	75
Lot 6	91	91

Owners Corporation Search Report

Produced: 21/03/2022 05:03:40 PM

OWNERS CORPORATION
PLAN NO. RP012550

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	91	91
Lot 8	75	75
Lot 9	75	75
Lot 10	75	75
Lot 11	75	75
Lot 12	91	91
Lot 13	3	3
Lot 14	3	3
Lot 15	3	3
Lot 16	3	3
Lot 17	3	3
Lot 18	3	3
Lot 19	3	3
Lot 20	3	3
Lot 21	3	3
Lot 22	3	3
Lot 23	3	3
Lot 24	3	3
Total	**1000.00**	**1000.00**

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

Statement End.

Property Clearance Certificate

Taxation Administration Act 1997

STATE REVENUE OFFICE VICTORIA

INFOTRACK / HOLDING REDLICH (MELBOURNE)

Your Reference:	19021285
Certificate No:	53501714
Issue Date:	28 MAR 2022
Enquiries:	JXD11

Land Address: UNIT 3, 20 ASHTED ROAD BOX HILL VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3893349	3	12550	9295	134	$0.00
			9295	151	

Vendor: DIRECTOR OF HOUSING

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DIRECTOR OF HOUSING	2022	$196,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Exempt Statutory Authority.

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.

CAPITAL IMP VALUE:	$280,000
SITE VALUE:	$196,000
AMOUNT PAYABLE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 53501714

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $196,000

Calculated as $0 plus ($196,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 53501714

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 53501714

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 5688
Date of Issue: 22 March 2022
Applicant's Reference: 63197798-021-9:34367

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

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

Assessment Number:	61296	**Check Digit**: 0
Property Description:	LOT 3 RP 12550 27A, A 20 RP 12550 27A	
Property Address:	3/20 Ashted Road, BOX HILL VIC 3128	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2021 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2021.

Site Value:	$196,000
Capital Improved Value:	$280,000
Net Annual Value:	$14,000

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022
DECLARED BY COUNCIL 28 JUNE 2021
FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

General Rates	481.70
TOTAL CURRENT LEVIED	**$481.70**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$0.00**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Levy Act 2012*
A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

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

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

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

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

For the 2021/2022 rating year, due dates for instalments are 30 September 2021, 30 November 2021, 28 February 2022 and 31 May 2022. Due date for lump sum payment is 15 February 2022.

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: ____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000612960
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

21st March 2022

Holding Redlich (Melbourne) C/- Infotrack C/- LAND
LANDATA

Dear Holding Redlich (Melbourne) C/- Infotrack C/- LAND,

RE: Application for Water Information Statement

Property Address:	3/20 ASHTED ROAD BOX HILL 3128
Applicant	Holding Redlich (Melbourne) C/- Infotrack C/- LAND LANDATA
Information Statement	30680407
Conveyancing Account Number	7959580000
Your Reference	353358

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Encumbrance

Property Address	3/20 ASHTED ROAD BOX HILL 3128

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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	3/20 ASHTED ROAD BOX HILL 3128

STATEMENT UNDER SECTION 158 WATER ACT 1989

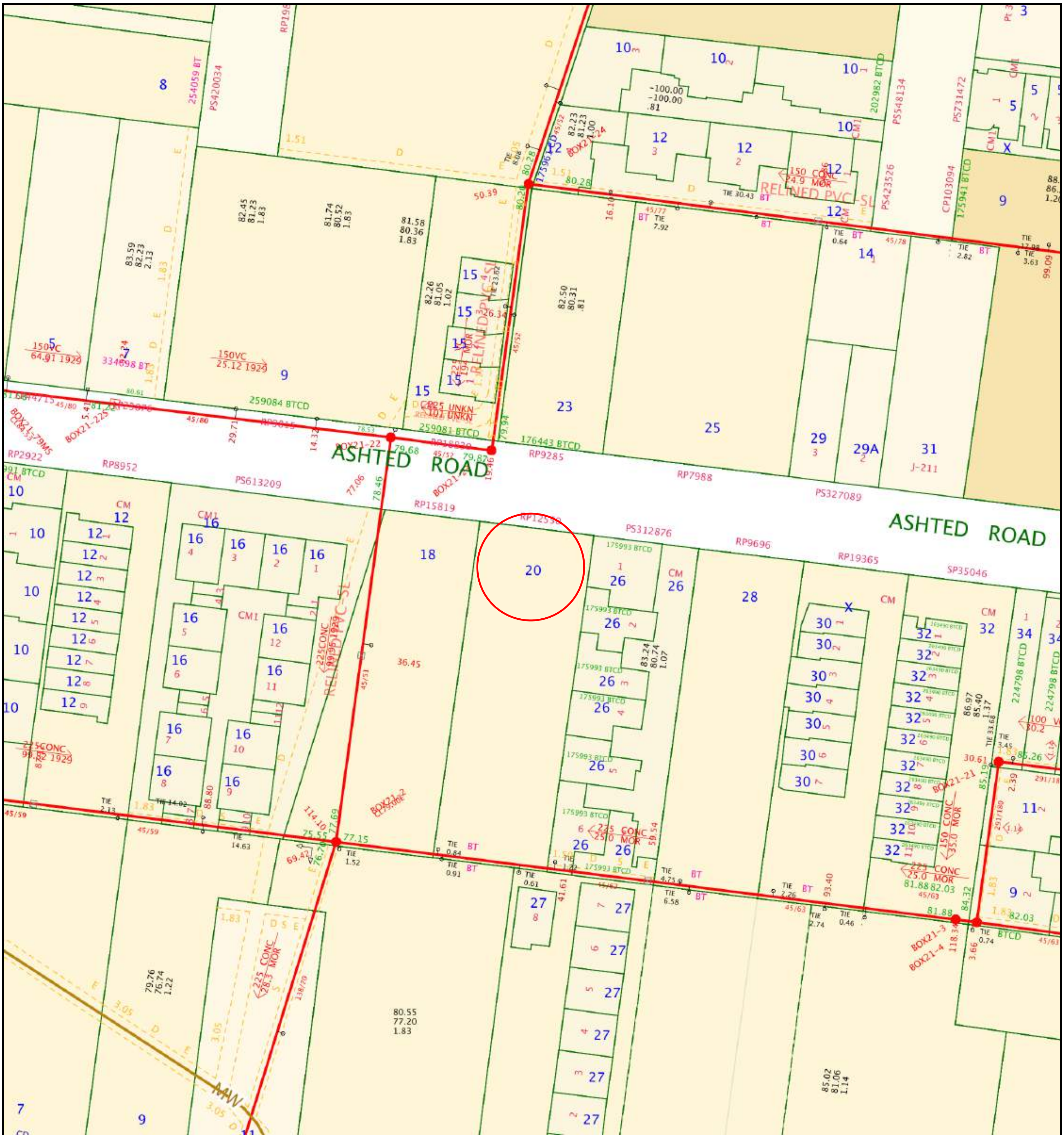
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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: 30680407		
Address	3/20 ASHTED ROAD BOX HILL 3128	
Date	21/03/2022	N
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;

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

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F (03) 9872 1353

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

Holding Redlich (Melbourne) C/- Infotrack C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5620230000
Rate Certificate No: 30680407

Date of Issue: 21/03/2022
Your Ref: 353358

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/20 ASHTED RD, BOX HILL VIC 3128	3\RP12550	1165169	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	$19.28	$0.00
Residential Water Usage Charge Estimated Average Daily Usage $0.00	08-11-2021 to 08-02-2022	$0.00	$0.00
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	$110.12	$0.00
Residential Sewer Usage Charge Estimated Average Daily Usage $0.00	08-11-2021 to 08-02-2022	$0.00	$0.00
Parks Fee	01-07-2021 to 30-06-2022	$80.20	$0.00
Drainage Fee	01-01-2022 to 31-03-2022	$26.03	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00
		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.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1165169

Address: UNIT 3/20 ASHTED RD, BOX HILL VIC 3128

Water Information Statement Number: 30680407

HOW TO PAY

Biller Code: 314567
Ref: 56202300004

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: 1165169

Address: UNIT 3/20 ASHTED RD, BOX HILL VIC 3128

Water Information Statement Number: 30680407

Cheque Amount: $

OWNERS CORPORATION CERTIFICATE

s 151 Owners Corporations Act 2006

r 16 Owners Corporations Regulations 2018

Owners Corporation (1) Plan No. 12550

Re:	**InfoTrack on behalf of Holding Redlich (Melbourne)**
Property:	**Lot 3, 20 / ASHTED ROAD BOX HILL VIC 3128**
Your Ref:	**19021285**

This certificate is issued for Lot 3 known as Unit No. 3 on Registered Plan No 12550 the postal address of which is 3 / 20 ASHTED ROAD BOX HILL VIC 3128

1. The current fees for the above Lot are $1560.00 per annum payable half year in advance and due on the 1st day of June and December of each year.

2. The fees are paid up until 30/06/2022.

3. The total of unpaid fees or charges for the Lot is: $0.00.

4. No special fees or levies have been struck except: Nil.

5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-
- At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU
No. of Policy:	18838
Kind of Policy:	RESIDENTIAL STRATA
Buildings Amount:	$3,447,925
Legal Liability Amount:	$30,000,000
Buildings Covered:	ALL
Common Contents:	$22,014
Renewal Date:	15/06/2022

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation are made up of :-

Fund Description	General Account	Investment Accounts
OC Fees	$ 10802.67	$ 0.00
TOTAL	$ 10802.67	$ 0.00

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-**- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**

10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
Agreements -
1. Gardening services - Oljana Group
2. Common electricity - AGL

3. Cleaning gutters and downpipes - Vacuum Gutter Cleaning
4. Window cleaning - Broadway Window Cleaning
5. Essential safety measures - Linkfire

Contracts -
1. Owners corporation management services - MBCM Box Hill

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following: **- None to our knowledge.**

12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following : **- None to our knowledge.**

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- to recover the debts of members if significant arrears arise.

14. The Owners Corporation has appointed a manager as follows:-

Name	BOX HILL
Address	7 Park Rd, Surrey Hills VIC 3127 Box Hill 3128

15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Additional information
1. Bulk hot water supplied by Origin Energy
2. Asbestos Report attached

The common seal of Owners Corporation No (1) Registered Plan No 12550 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this 29th day of March 2022

Owners Corporation RP 12550
The Common Seal of

Louisa Herbert Manager and Delegate of the Owners Corporation
For and on behalf of BOX HILL
PO Box 1376 BOX HILL 3128
info@mbcmboxhill.com.au

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

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

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

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

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

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS
Please deposit any settlement funds for this lot, payable to the Owners Corporation, using the following BPay Detail

Biller Code:	96503
Biller Reference:	303669758 11493

Helmforce Pty Ltd trading as Melbourne Body Corporate Management Box Hill ABN 85 059 531 529
PO Box 1376, Box Hill VIC 3128 (7 Park Road, Surrey Hills VIC 3127)
Phone: 03 9888 7233 Email: info@mbcmboxhill.com.au www.mbcmboxhill.com.au

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN No RP12550
20 ASHTED ROAD, BOX HILL 3128

Minutes of the Annual General Meeting held at MBCM Box Hill via Zoom
on Monday 26th July 2021 at 4pm

ELECTION OF MEETING CHAIRPERSON & MINUTE TAKER

It was resolved that Ms Louisa Herbert from MBCM Box Hill act as Chair of the meeting.

PRESENT

Lot 4	KOK FAI & CONNIE SIU MEE CHAN
11	MRS LINA LOBIANCO by proxy to Mr Mick Lobianco

APOLOGIES/PROXIES/ENTITLEMENT TO VOTE

Apologies were received as follows:

Lot 7	MR YUI CHOI
12	MR ZHAO HUI TAN & MS JU JU TIFFANY LIN

All members represented at the meeting possessed voting rights.

QUORUM

As there were insufficient owners present to form a quorum all decisions (other than any decisions the subject of a special or unanimous resolution) are interim decisions in accordance with Section 78 (4) of the Owners Corporations Act 2006 which states:
"Interim resolutions become resolutions of the owners corporation- subject to paragraphs (b) & (c), 29 days from the date of the interim resolution; or
if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

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

CONFIRMATION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The minutes of the previous Annual General Meeting held on the 23 July 2021 were taken as read and received as a true record of that meeting.

MANAGER'S REPORT

The Manager advised the meeting that MBCM Box Hill are registered with the Business Licensing Authority, Registration Number 51 and that we hold Professional Indemnity insurance, as per the Managers' report tabled with the Notice of Agenda.

It was unanimously resolved to adopt the Manager's report as tabled.

GRIEVANCE COMMITTEE REPORT - DISPUTE RESOLUTION

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

The dispute resolution procedure was resolved at a previous Annual General Meeting:

i. to adopt the Model Rules – Dispute Resolution;
ii. that all Owners form the Owners Corporation Grievance Committee; and
iii. that the Manager be authorised to represent the Owners Corporation at any VCAT Hearing.

ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

It was resolved that the Financial Statement as presented, be adopted as a true record of the transactions of the Owners Corporation for the year ending 30 June 2021.

APPOINTMENT OF MANAGER & DELEGATION OF POWERS & FUNCTIONS

It was unanimously resolved:

1. To accept the updated Contract of Appointment and to appoint Helmforce Pty Ltd trading as MBCM Box Hill, as the Manager of the Owners Corporation.
2. That the Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than the power or function that requires a unanimous resolution or special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

In accordance with Part 12 of the Owners Corporations Act 2006 the Manager is registered with the Business Licensing Authority, Registration No. 00051.

INSURANCE

The Manager advised the meeting that she is an Authorised Representative for CHU Pty Ltd and that she is required to obtain clear instructions for the renewal of the insurance. The Manager advised the meeting that regular property valuations for insurance purposes should be obtained to accurately assess an appropriate building sum insured figure.

The Meeting was advised that CHU now automatically increase the Building Sum Insured of their policies by 3% to maintain compliance with statutory obligations to insure for full replacement value. As such, your policy BSI will increase at the next renewal, unless resolved otherwise.

It was resolved not to have an insurance valuation obtained and that the Building Sum Insured be automatically indexed/remain at the current figure at the next renewal, due 15/06/2022. It was further resolved to renew the policy with the current Insurer for the following year.

- **MBCM to renew the policy with the same insurer, legal liability and building sum insured cover / at the increased building sum insured cover**

Insurance company	CHU	Building cover	$3,447,925.00
Policy No.	18838	Public liability cover	$30,000,000.00
Renewal date	15/06/2022	Excess	$500.00
Most recent valuation	10/05/2017	Office bearers cover	$1,000,000.00
Common area contents	$22,014.00	Fidelity guarantee	$250,000.00

An updated financial services guide is available on the www.mbcmboxhill.com.au website. The Product Disclosure Statement is available via the following website; CHU – www.chu.com.au

Notation 1: Owners are reminded that the Owners Corporation insurance DOES NOT cover contents or personal Public Liability inside the Units. Each owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord's Contents cover.

Notation 2: Please be advised that the Lot Owners' Contents is generally not covered; please refer to the Product Disclosure statement for more information. This cover generally does not include:

- built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- computers, electronic and electrical equipment, garden equipment;
- Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Please refer to the Product Disclosure Statement for more information about what is and is not covered under the terms of the policy. If you have any questions regarding what is and is not covered, please email the Manager and this will be passed onto the insurer and/or broker to obtain more information about this matter.

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

General Advice Warning - This advice may not be suitable for you because it is general advice. We recommend that you refer to the Product Disclosure Statement provided to make your own assessment on whether the product satisfies your needs and objectives. If you require personal advice regarding your cover or sums insured, please contact CHU on (03) 8695 4000.

ADOPTION OF THE APPLICATION OF PENALTY INTEREST TO ARREARS & TAKING MATTERS TO VCAT FOR OUTSTANDING ARREARS

It was unanimously resolved to adopt the following resolutions:

Resolution: The Owners Corporation resolves to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate prescribed from time to time under the *Penalty Interest* Rates Act 1983 which is currently 10%.

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

Resolution: All costs and expenses arising out of any breach by a Lot Owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable on an indemnity basis by any Lot Owner in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

BUILDING & SAFETY REPORTS

OCCUPATIONAL HEALTH & SAFETY:

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

It was resolved to have an audit undertaken for the property. The report will then be circulated to Owners with the outcomes and all outcomes requiring attention will be acted upon.

- **MBCM to arrange annual inspection of common property**

ESSENTIAL SAFETY MEASURES/FIRE INSPECTION & MAINTENANCE (ESSENTIAL SERVICES):

The Owners resolved to meet their compulsory obligations to test and maintain fire and safety equipment as per the Building Regulations 2006, and to the Australian Standard nominated on the building permit and occupancy certificate or the standards at the build date. The mandatory annual certification known as the Annual Essential Safety Measures Report (AESMR) must be completed and signed on the anniversary of the Occupancy Permit. www.buildingcommission.com.au

The Owners unanimously resolved that Linkfire be appointed to act as the Agent for Owners Corporation RP12550 for the specific purpose of having authority to sign the Annual Essential Safety Measures Report (AESMR) for the common property only. The last AESMR was dated 14/09/2020.

As a mandatory obligation, the manager is authorised to affect immediate repairs to meet on-going compliance and avoid fines and/or building orders.

Owners are reminded they must notify the Owners Corporation regarding any penetrations within their lot. Owners must also check individual fire doors, smoke alarms and air conditioners within the lot. The Owners Corporation must be notified of any changes to relevant notices or additional occupancy permits.

REVIEW OF BUILDING AND GENERAL MAINTENANCE

WINDOW CLEANING:

It was unanimously resolved that the Owners Corporation arrange with Broadway the annual window cleaning with Broadway for all units to be undertaken in May each year.

- **MBCM to arrange window cleaning with Broadway in May**

GUTTER CLEANING:

It was unanimously resolved that the Owners Corporation arrange with Vacuum Gutter the annual cleaning of the gutters and downpipes of all Units to be undertaken in September each year.

- **MBCM to arrange gutter cleaning with Vacuum in September**

GARDENING/CARETAKING:

Mr Fai noted that the garden is a bit overgrown in places and that the trees are also over hanging the pathways. There are also some bare spaces in the garden that need an upgrade.

It was resolved that the manager would go to the property and compare the scope of works to be completed against the current standard of works by the maintenance gardener. The Manager noted that the trees may not be able to be maintained by the gardener and may have to be maintained by an arborist instead.

However, following the assessment, the Manager will contact the Committee to review this and set a plan for this.

- **MBCM to attend site and take photos and compare against the scope of works**
- **Refer the photos and proposed plan to the Committee for consideration**
- **Committee to consider undertaking upgrading the front area of the garden and/or pruning of the trees after the review is undertaken**

ADOPTION OF BUDGET & DETERMINATION OF OWNERS CORPORATION (OC) FEES

Adoption of budget – **It was resolved to adopt the Budget, allowing for expenditure of $20,000.00 for the year and that the Owners Corporation (OC) Fees are to be remain unchanged. The OC Fees are as per the Budget sent, per half-year.** This is based upon the total budget, which is then split depending upon the units of liability as per the Plan of Subdivision.

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

ELECTION OF COMMITTEE & REVIEW OF DELEGATION TO COMMITTEE

A well-functioning Committee is essential in assisting the Owners Corporation to make decisions between Annual General Meetings. The Committee provide a link to the Manager enabling efficient processing of items which require action. These items would generally be maintenance related or sometimes in regards to special legal or capital works projects whilst ensuring the interests of the Owners Corporation as a whole are being protected.

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

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

Lot 4	KOK FAI & CONNIE SIU MEE CHAN
11	MRS LINA LOBIANCO by proxy to Mr Mick Lobianco

The Committee discussions usually take place via email, unless the Committee resolve to meet formally. All Committee members are happy to share email addresses with each other.

ELECTRONIC COMMUNICATIONS:

MBCM Box Hill offers a service of allowing owners to receive their fee notices and correspondence electronically. Written agreement to electronic billing is legally required to be completed and can be submitted to our office via email info@mbcmboxhill.com.au

OWNERS CONTACT DETAILS NOTATION:

Owners are reminded of their obligation to advise the Owners Corporation Manager of any change of contact details (e.g., change of address or change of business or private telephone contact numbers), and real estate details for your unit since urgent situations can arise (e.g., plumbing, or electrical) where contact with an Owner is highly desirable prior to a commitment being made to undertake certain works.

ADDRESS OF ABSENT OWNERS:

An amendment to the Owners Corporations Act 2006, Section 135 states;
(1) 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 in Australia for service of notices and any changes to it as soon as possible.
(2) If an address in Australia has not been nominated under subsection (1), service may be effected—
(a) by posting the notice to the last known address of the lot owner in Australia; or
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate.

PROPERTY MAINTENANCE NOTATION:

The Manager advised the meeting that to comply with the Essential Service Regulations (ESR) and OH&S requirements, it is the responsibility of Owners to ensure any items of maintenance that are required to the common property are reported as soon as possible to enable rectification work to be undertaken.

MAJOR WORKS/ ADDITIONAL DUTIES CHARGES

Please note that in accord with the schedule at Section 2.2 of the Management Agreement Major Works and Additional Duties performed by the Owners Corporation Manager that are NOT considered part of the normal Owners Corporation Duties will attract a fee in accordance with the Management contract.

EMERGENCY AFTER HOURS SERVICE

MBCM Box Hill offers an after-hours emergency Owners Corporation repairs & maintenance service to its clients. For any emergency Owners Corporation matters please call Tymaline Building Services on 0418 362 023 and 8870 2222 during office hours.

Any callout that is not an Owners Corporation matter may involve a fee being paid by the caller in the vicinity of $40 + GST for a service fee or minimum $450 + GST for a site attendance.

There being no further business the meeting closed at 4:40pm.

Enclosed:

- **Updated budget and financial statement agreed to at the Annual General Meeting**
- **Notice of interim resolutions for the AGM**

Date of issue: Tuesday, 27th July 2021

MBCM
Strata Specialists
Box Hill
A member of the Melbourne Body Corporate Management Group

Helmforce Pty Ltd trading as Melbourne Body Corporate Management Box Hill ABN 85 059 531 529
PO Box 1376, Box Hill VIC 3128 (7 Park Road, Surrey Hills VIC 3127)
Phone: 03 9888 7233 Email: info@mbcmboxhill.com.au www.mbcmboxhill.com.au

26 July 2021

Owners Corporation Members
20 ASHTED ROAD
BOX HILL 3128

Dear Owners Corporation Members,

RE: Notice of Owners Corporation Interim Resolution - OC Plan 12550

We attached the minutes of the meeting dated 26/07/2021.

Notice of interim resolution
As there were insufficient owners present to form a quorum all decisions made at the meeting are interim decisions. The interim resolutions will become the decision of the owners corporation if no petition (from lot owners representing more than 25% of the total votes) is received by the secretary against the resolution within 29 days of the interim resolution being passed.

What you must do
If you disagree with the result of the interim decision, you must petition the manager in writing to call another meeting within 28 days of the meeting or by 23rd August 2021.

You can contact your manager:
MBCM Box Hill
PO Box 1376
Box Hill VIC 3128
Phone: (03) 9888 7233
Email: info@mbcmboxhill.com.au

Regards,

Louisa Herbert
Owners Corporation Manager
OC Plan 12550

OC Fees

BUDGET ESTIMATE

FOR YEAR ENDING 30 June 2022

Budget 2021	Item	Actual 2021	Budget 2022
$415.00	Cleaning - Window Cleaning	$396.00	$396.00
$99.00	Contractor Compliance Audits	$99.00	$99.00
$0.00	Fire & Essential Services - Mandated Repairs	$1,573.00	$1,573.00
$500.00	Fire & Essential Services - Mandated Servicing	$690.80	$573.00
$4,000.00	Gardening - Maintenance	$3,636.60	$3,800.00
$6,112.00	Insurance Premiums	$5,797.06	$6,000.00
$150.00	Maintaining OC Register & Website	$150.00	$150.00
$3,717.00	Management Fees	$3,717.00	$3,903.00
$921.00	Management Fees - Disbursements	$921.00	$921.00
$0.00	Manager's Costs Levied to Owners	$16.50	$0.00
$198.00	Plumbing - Cleaning Gutters & Downpipes	$0.00	$198.00
$1,788.00	Repairs & Maintenance	$577.00	$867.00
$100.00	Schedule 2.2 Fees	$78.65	$0.00
$1,000.00	Utilities - Common Electricity	$537.34	$720.00
$1,000.00	Utilities - Yarra Valley Water	$789.85	$800.00
$20,000.00		$18,979.80	$20,000.00

Current OC Fees expect $20,000.00 per annum.

OC FEE BREAKDOWN

FOR BUDGET AMOUNT

Unit	Liability 1		Liability 2	OC Fees	Frequency
1	94.00	+	0.00	$1,880.00	(2 x $940.00)
2	78.00	+	0.00	$1,560.00	(2 x $780.00)
3	78.00	+	0.00	$1,560.00	(2 x $780.00)
4	78.00	+	0.00	$1,560.00	(2 x $780.00)
5	78.00	+	0.00	$1,560.00	(2 x $780.00)
6	94.00	+	0.00	$1,880.00	(2 x $940.00)
7	94.00	+	0.00	$1,880.00	(2 x $940.00)
8	78.00	+	0.00	$1,560.00	(2 x $780.00)
9	78.00	+	0.00	$1,560.00	(2 x $780.00)
10	78.00	+	0.00	$1,560.00	(2 x $780.00)
11	78.00	+	0.00	$1,560.00	(2 x $780.00)
12	94.00	+	0.00	$1,880.00	(2 x $940.00)
	1000.00	+	0.00	$20,000.00	

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	18838
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/06/2021 to 15/06/2022 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 12550
Situation	20 ASHTED ROAD BOX HILL VIC 3128

Policies Selected

Policy 1 – Insured Property
Building: $3,447,925
Common Area Contents: $22,014
Loss of Rent & Temporary Accommodation (total payable): $517,188

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $250,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $1,000,000

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance
Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 20/05/2021

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Common Property Asbestos Report

For

20 Ashted Road

20 Ashted Road, Box Hill, VIC, 3128

Scheme Number: 12550

COMPILED BY: COREY EDMUNDS

On 20 October 2017

QIA JOB REF No. 122980

P.O Box 3003,
Auburn Post Office
Hawthorn East VIC 3123

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

REPORT CONTENTS

REPORT OUTLINE

Section 1 – summarises the purpose, scope and methodology of the inspection, register and report.

Section 2 – summarises the report findings and the actions required to be undertaken.

Section 3 - details the specific location and nature of any asbestos materials suspected and/or identified as being part of the common property areas of the scheme and how the ACM should be managed.

Section 4 – provides general information as to the obligations of owners and additional information about asbestos management and control including emergency incident responses.

Section 5 – provides information as to the management of asbestos containing materials, the Contractor Management Plan booklet when provided with this report also forms part of this section.

Section 6 – provides information as to the basis and scope of the report.

Section 7 – provides quotations for further action.

NB
This report constitutes the majority of Asbestos Containing Materials Register and Management Plan for the Scheme, if required a contractor management plan booklet will also be provided to be placed onsite. The asbestos register must be readily accessible to workers and their representatives, employers within the scheme and any person removing or working with any Asbestos Containing Material.

SECTION 1 – PURPOSE OF REPORT

This report presents the findings of an Asbestos Containing Materials Survey conducted at 20 Ashted Road, Box Hill, VIC, 3128, by QIA Group Pty Ltd on 20 October 2017 at the request of the Owners.

Scope of report

The Asbestos Containing Materials Survey undertaken at 20 Ashted Road, Box Hill, VIC, 3128 was non-destructive and non-intrusive in nature. The extent of the survey was limited to the following areas:

- The readily accessible interior and exterior common areas of the building;
- Amenities and immediate surrounding land.

The survey **did not** include the inspection or assessment of the following areas:

- Roof above 2.4m other than where access is provided via permanent stairs or ladder
- Sub floor areas
- Exterior ground surfaces and sub-surfaces (e.g. infill/soil) and underground pipework.
- Inside ductwork unless inspection panels are provided
- Inside plant or equipment with no access or where tools are required to gain access
- Concealed cavities
- Formwork and cables in sub-ground floor slab or encased in floor slabs for subsequent floors.

The survey was undertaken during normal business hours and the building was occupied at the time of the assessment.

Survey Methodology - Overview

The survey involved a visual inspection of accessible, construction materials and the collection and analysis of materials that are suspected of containing Asbestos and these materials are taken to be representative of that type of material throughout the accessible common areas.

SECTION 2 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT SUMMARY

Item 1
A representative sample of the cement sheet stairwell ceiling was taken and analysis revealed that chrysotile (white) asbestos materials **were** evident – please refer the laboratory analysis attached. Given that the sample area of the stairwell ceiling tested positive for asbestos we recommend that all cement sheet stairwell ceilings, cement sheet verandah ceilings and soffits be treated as containing Asbestos.

Action to be taken
Leave in place, label and maintain.

Item 2
We have examined a Unit Entry Door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of the fire doors can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.

Item 3
We have examined a Common Area/Plant Room Door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rate door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of the fire doors can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.

Item 4
A representative sample of the hot water plant room sub insulating board was taken and analysis revealed that chrysotile (white) asbestos materials **were** evident – please refer the laboratory analysis attached. Given that the sample area of the insulating board tested positive for asbestos we recommend that all zelemite insulating boards be treated as containing Asbestos.

Action to be taken
Leave in place, label and maintain.

Item 5
A representative sample of the hot water cement sheet flue pipe was taken and analysis revealed that amosite (brown), Chrysotile (white) and crocidolite (blue) asbestos materials **were** evident – please refer the laboratory analysis attached. Given that the sample area of the flue pipe tested positive for asbestos we recommend that all cement sheet flue piping be treated as containing Asbestos.

Action to be taken
Leave in place, label and maintain.

This report has resulted from a non-destructive visual survey - should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the the *Compliance Code Removing asbestos in workplaces 2008 and Compliance Code Managing asbestos in workplaces 2008*, available from the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan.

SECTION 3 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT DETAIL

<table>
<tr><th>1.0</th><th>MAIN BUILDING</th><th colspan="3">Asbestos Suspected</th><th colspan="3">Condition Rating</th><th>Risk Rating</th><th colspan="2">Material</th><th>Sample No</th></tr>
<tr><td></td><td>Description of area</td><td>Y</td><td>N</td><td>NA</td><td>P</td><td>N</td><td>G</td><td>I,H,M,L</td><td>Bonded</td><td>Friable</td><td></td></tr>
<tr><td></td><td></td><td>☑</td><td>☐</td><td>☐</td><td>☐</td><td>☐</td><td>☑</td><td>L</td><td>☑</td><td>☐</td><td>001</td></tr>
<tr><td></td><td>Main Building consists of brick walls and cement sheet soffits</td><td colspan="10">
Item 1
A representative sample of the cement sheet stairwell ceiling was taken and analysis revealed that chrysotile (white) asbestos materials were evident – please refer the laboratory analysis attached. Given that the sample area of the stairwell ceiling tested positive for asbestos we recommend that all cement sheet stairwell ceilings, cement sheet verandah ceilings and soffits be treated as containing Asbestos.

Action to be taken
Leave in place, label and maintain.</td></tr>
</table>

2.0	ROOF AREA	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Roof consists of cliplock										

3.0	EXTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Area consists of concrete walkways										

4.0	INDIVIDUAL UNIT ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Non Fire Rated (untagged)	**Item 2** We have examined a Unit Entry Door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of the fire doors can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.										

5.0	COMMON PROPERTY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Non Fire Rated (untagged)	**Item 3** We have examined a Common Area/Plant Room Door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rate door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of the fire doors can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.									

6.0	INTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Area consists of carpeted hallways and stairs with metal handrails										

7.0	SWITCHBOARDS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☑	☐	☐	☐	☐	☑	**L**	☑	☐	**002**
	Electrical Cabinet consists of sheet metal and zelemite insulating only in hot water plant room	 **Item 4** A representative sample of the hot water plant room sub insulating board was taken and analysis revealed that chrysotile (white) asbestos materials **were** evident – please refer the laboratory analysis attached. Given that the sample area of the insulating board tested positive for asbestos we recommend that all zelemite insulating boards be treated as containing Asbestos. **Action to be taken** Leave in place, label and maintain.									

8.0	BOUNDARY FENCING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Fencing consists of timber and masonry										

9.0	ABOVE GROUND PIPEWORK	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Pipework consists of metal lengths and collars.										

10.0	DRIVEWAY ACESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Driveway consists of concrete surface										

11.0	TOILETS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☐	☑	☐	☐	☐	☐		☐	☐	
	Toilets consist of a brick walls and concrete floors										

12.0	PLANT ROOM/S	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
		☑	☐	☐	☐	☐	☑	**L**	☑	☐	**003**
	Plant room/s consist of a brick walls plaster ceiling and concrete floors	 **Item 5** A representative sample of the hot water cement sheet flue pipe was taken and analysis revealed that amosite (brown), Chrysotile (white) and crocidolite (blue) asbestos materials **were** evident – please refer the laboratory analysis attached. Given that the sample area of the flue pipe tested positive for asbestos we recommend that all cement sheet flue piping be treated as containing Asbestos. **Action to be taken** Leave in place, label and maintain.									

Should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the the *Compliance Code Removing asbestos in workplaces 2008 and Compliance Code Managing asbestos in workplaces 2008,* available from the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan.

<table>
<tr><th colspan="3">PRESUMED ACM – INACCESSIBLE AREAS</th></tr>
<tr><th>ACM</th><th>Locations</th><th>Action to be taken</th></tr>
<tr><td>Asbestos cement sheet formwork and electrical cable/water pipe/duct work</td><td>Subterranean areas</td><td rowspan="4">Destructive survey under controlled conditions prior to any refurbishment which is likely to disturb possible ACMs in these areas. Until these areas are surveyed it they should be presumed to contain asbestos. No access to unauthorised personnel should be given</td></tr>
<tr><td>Asbestos vinyl floor tiles, floor covering and cushioning underlay</td><td>Beneath carpets and upper vinyl flooring</td></tr>
<tr><td>Asbestos sheeting</td><td>Backing material to ceramic tiles (floors and walls) often found in wet areas such as kitchens, laundries and bathrooms in both common areas and within dwellings.</td></tr>
<tr><td>Insulation/pipe lagging</td><td>Inaccessible ducts, risers and ceiling and wall space cavities (often located in plant rooms, kitchens, laundries and bathrooms)</td></tr>
</table>

Note: The items identified as presumed ACM are presumed to contain ACM on the basis that the areas were inaccessible but given the age of the building could contain asbestos. In this instance it is recommended that these areas be treated as if they contain asbestos as once any works commence involving these areas exposure to airborne asbestos is possible and this will usually only become event after exposure. In the event that a presumed asbestos material location becomes accessible and a sample of the material is proved by laboratory analysis not to contain asbestos, it should not be assumed that all like locations do not contain asbestos. A single sample location cannot be considered representative for all of the items mentioned above, therefore locations that remain untested are presumed to contain ACM.

Legend

ACM - Condition Rating

Poor Readily accessible, deteriorated surface or friable/damaged asbestos

Normal Accessible surfaces in fair condition, or friable but stable asbestos relatively inaccessible

Good Well sealed surfaces, or friable but stable asbestos in inaccessible locations

ACM Risk Rating

I = Immediate Imminent likelihood of exposure to airborne asbestos likely, area readily accessible.

H = High Exposure to airborne asbestos likely as a consequence of minor disturbance in area that is readily accessible

M = Medium Exposure to airborne asbestos unlikely and as a consequence of significant disturbance due to are being relatively inaccessible excepting circumstances where demolition/renovation or other major disturbance.

L = Low Exposure to airborne asbestos highly unlikely as area inaccessible in most circumstances excepting demolition/renovation or other major disturbance.

SECTION 4 – ASBESTOS MANAGEMENT

General requirements

- ACM identified as representing an exposure risk should be removed or otherwise controlled (see **Sections 2 and 3**).
- Any ACM that is not scheduled for immediate removal should be labelled with appropriate warnings and maintained in good condition.
- The location of ACM must be entered into the Asbestos Register (see **Sections 2 and 3**).
- Maintenance and other personnel must be made aware of the location of ACM by providing them with access to this report and labelling ACM wherever practicable.
- The Asbestos Register must be freely available.
- Unless they have valid Asbestos Removal licence, maintenance workers, trades or occupants shall not remove or knowingly damage identified ACM.
- Before any planned demolition, refurbishment or maintenance, its effect upon any in-situ asbestos must be established by reference to this document, including amendments.

Accidental damage to ACM

If ACM is damaged or degraded through accident, ageing or misuse, the building manager, committee should apply the following protocols.

- Determine if the damage is likely to affect nearby occupants through the release of asbestos dust (this may require advice from a licensed Class A Asbestos Assessor or other competent person).
- Gently wet down the damaged section and cover with a heavy plastic sheet or equivalent to encapsulate the ACM. Close nearby windows if the ACM is to the exterior.
- If the damage is significant (i.e. the material is shattered or abraded) the ACM should be replaced as soon as is practicable. Minor damage (i.e. small cracks or holes) may be repaired in the short term using a sealant. **All repairs or removal must be undertaken by a licensed Asbestos Removalist.**
- Register the event in the **Asbestos Management Plan Event Register**

Decision Tool to assist with ongoing management of ACM

The options for short to medium-term management of ACM are outlined below

Defer action			
Appropriate when	**Not appropriate when**	**Advantages**	**Disadvantages**
Negligible risk of exposure ***and*** Asbestos inaccessible and fully contained ***or*** Asbestos stable and not liable to damage	Possibility of deterioration or Damage Airborne dust Exceeds recommended exposure standard	No initial cost Cost of removal deferred	Hazard remains Need for continuing assessment Asbestos management program required

Encapsulate or seal			
Appropriate when	**Not appropriate when**	**Advantages**	**Disadvantages**
Removal difficult or not feasible Firm bond to substrate Damage unlikely Short life of structure	Asbestos deteriorating Application of sealant may cause damage to material Water damage likely Large areas of damaged asbestos	Quick and economical for repairs to damaged Areas May be an adequate technique to control release of asbestos dust	Hazard remains Cost for large areas may be near removal cost Asbestos management system required Eventual removal may be more difficult and costly

Removal			
Appropriate when	**Not appropriate when**	**Advantages**	**Disadvantages**
Surface friable or asbestos poorly bonded to substrate Asbestos is severely water-damaged or liable to further damage or deterioration Located in air conditioning duct Airborne asbestos exceeds recommended exposure standard Other control techniques inappropriate	Located on complex and inaccessible surfaces Removal extremely difficult and other techniques offer satisfactory alternative	Hazard removed No further action required	Increases immediate risk of exposure especially to removal workers Creates major disturbance in building Often highest cost, most complex and time-consuming method Removal may increase fire risk in building; substitute required Possible contamination of whole building if removal is done poorly

Management Decision Record – For Works

Option 1: Defer action

Reason for decision and details	
Authorisation:	Date:

Option 2: Encapsulate or seal

Reason for decision and details	
Authorisation:	Date:

Option 3: Removal

Reason for decision and details	
Authorisation:	Date:

Timetable for Action

The timetable for action should be administered to ensure those that manage or control the work premises or plant, have a clear plan for all works which may affect ACM in the workplace. This includes maintenance work, scheduled removal work and risk assessment reviews, which may impact ACM.

ACM removal / maintenance work	Date of scheduled works

Updating the Risk Assessment

Periodic inspections of ACM should be carried out to ensure they are not deteriorating or otherwise contributing to an unacceptable health risk.

The *Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC: 2018(2005)] requires that asbestos remaining in situ should be inspected by a Class A Asbestos Assessor on a regular basis (usually every 1 year depending upon type, condition & location) to document any deterioration in the material which may result in a change to the hazard control requirements.

The current laws also require a review of the **Management Plan** to be carried out by a **Class A Asbestos Assessor or other competent person** at intervals determined by the Risk Assessment, the maximum interval being 5 years. The new requirements state that an Asbestos Management Plan and Risk Assessment are required in addition to an Asbestos Register and Survey. **Class A Asbestos Assessors** and competent persons at **QIA Group Pty Ltd** are able to produce these documents to comply with your obligations.

The **Annual ACM Risk Assessment** will reassess the risk posed by the previously identified Asbestos Containing Materials and ensure that the accuracy of the ACM Register is maintained

Each review of the **Asbestos Management Plan** should critically assess all asbestos management procedures and their effectiveness in:

- preventing exposure to asbestos fibres;
- controlling access to ACM;
- highlighting the need for action to maintain or remove ACM; and
- maintaining the accuracy of the ACM Register.

Details of any mitigating circumstances should be recorded in the Asbestos Register

Type of review	Date by which review should be undertaken	Details
Annual ACM Risk Assessment	20 October 2018	
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
5 Yearly Asbestos Management Plan Review	20 October 2022	

Management Action Record

Record all communication activities undertaken to inform occupants of ACM in the workplace.

Action	**Date**
Authorisation:	Date:

Asbestos Management Plan Event Register

Record all events/incidents involving ACM that occur and the actions taken to manage each event in the register below.

Event	Action undertaken	Date
Authorisation:		Date:

SECTION 5 – ASBESTOS MANAGEMENT INFORMATION

What Obligations do you have?

Occupational Health and Safety Act 2004 (the OHS Act) or the Occupational Health and Safety Regulations 2007 (the Regulations)

4.3.2 Control risk of exposure—person who manages or controls workplace

(1) A person who manages or controls a workplace—

(a) must eliminate so far as is reasonably practicable the exposure of persons at the workplace to airborne asbestos fibres; or

(b) if it is not reasonably practicable to eliminate that exposure, must reduce that exposure so far as is reasonably practicable.

(2) Without limiting subregulation (1), a person who manages or controls a workplace must ensure that a person at the workplace is not exposed to an atmospheric concentration of asbestos fibres above the asbestos exposure standard.

(3) A person who manages or controls a workplace must ensure that a determination of an employee's exposure to airborne asbestos fibres in the workplace is carried out if there is uncertainty (based on reasonable grounds) as to whether the asbestos exposure standard has been exceeded.

(4) A person who manages or controls a workplace must ensure that copies of the results of atmospheric monitoring are accessible to an employer at the workplace.

What you must do

4.3.20 Identification of asbestos

(1) A person who manages or controls a workplace must, so far as is reasonably practicable, identify all asbestos present that is under the person's management or control.

(2) If there is uncertainty (based on reasonable grounds) as to whether asbestos is present, or if there are inaccessible areas that are likely to contain asbestos, the person who manages or controls the workplace must—

(a) assume that asbestos is present; or

(b) arrange for analysis of a sample to be undertaken.

(3) If asbestos is assumed to be present under subregulation (2), it is taken to be identified for the purposes of this Part.

(4) In relation to asbestos that is identified, the person who manages or controls the workplace must determine—

(a) the location of the asbestos; and

(b) the likely source of asbestos that is not fixed or installed; and

(c) in relation to asbestos-containing material—

(i) the type of asbestos-containing material; and

(ii) whether the asbestos-containing material is friable or non-friable; and

(iii) the condition of the asbestos-containing material; and

(iv) whether the asbestos-containing material is likely to sustain damage or deterioration; and

(d) so far as is possible, any activities likely to be carried out in the workplace that are, in view of their nature or design, likely to damage or disturb the asbestos.

(5) In relation to inaccessible areas that are likely to contain asbestos, the person who manages or controls the workplace must comply with subregulations (4)(a) and (4)(b) so far as is possible.

(6) In relation to asbestos that is identified, the person who manages or controls the workplace must ensure that—

(a) the presence and location of the asbestos is clearly indicated; and

(b) if reasonably practicable, the indication is by labelling.

4.3.21 Asbestos register

(1) A person who manages or controls a workplace must record in an asbestos register, in accordance with subregulation (2), the results of an identification of asbestos conducted by the person under regulation 4.3.20.

(2) The asbestos register must contain—

(a) information in relation to the matters determined under regulation 4.3.20(4);

(b) details of inaccessible areas that are likely to contain asbestos;

(c) the date of each identification.

4.3.22 Asbestos register to be kept current

(1) A person who manages or controls a workplace must revise the asbestos register to keep it current and include any changes of condition and any removal, enclosure or sealing of asbestos.

(2) Without limiting subregulation (1), the person who manages or controls a workplace must ensure that the asbestos register is reviewed and, if necessary, revised at least every 5 years.

4.3.23 Access to asbestos register

(1) A person who manages or controls a workplace must provide a copy of the asbestos register to—

(a) any employer or self-employed person whose business is located at the workplace; and

(b) an asbestos licence holder engaged to do asbestos removal work; and

(c) a person who is required to obtain a copy under regulation 4.3.103, and who requests a copy from the person who manages or controls the workplace.

Penalty: 60 penalty units for a natural person;

Penalty: 300 penalty units for a body corporate.

(2) A person who manages or controls a workplace must inform any person engaged to do work at that workplace that involves the risk of exposure to airborne asbestos fibres of the asbestos register and must provide access to that register.

Penalty: 60 penalty units for a natural person;

Penalty: 300 penalty units for a body corporate.

(3) If access is requested, a person who manages or controls a workplace must provide access to the asbestos register to any other person engaged by that person to do work at that workplace.

Penalty: 60 penalty units for a natural person;

Penalty: 300 penalty units for a body corporate.

(4) If a copy is requested, a person who manages or controls a workplace must provide a copy of the asbestos register to an employer or self-employed person who proposes to occupy the workplace.

Penalty: 60 penalty units for a natural person;

Penalty: 300 penalty units for a body corporate.

What is asbestos?

Asbestos is a substance that can have potentially fatal health effects. While asbestos is now banned from use it was a component of thousands of different products used in the community and industry from the 1940s until the late 1980s.

Disturbed or broken asbestos products or materials can release minute asbestos fibres that once airborne are capable of being inhaled deep into a person's lungs.

These respirable fibres are a major health hazard and the adverse health effects, such as lung cancer, can take decades to become apparent. The lack of immediate health effects has often meant that victims are unaware of the dangers they are exposed to which means that exposure to the hazard can continue over a long period causing serious health effects.

Due to the serious health risks associated with asbestos it is essential that exposure to it is effectively managed.

Types of asbestos

Asbestos is commonly referred to by three types:

- chrysotile ("white" asbestos - belonging to the serpentine group)
- crocidolite ("blue" asbestos - belonging to the amphibole group)
- amosite ("brown" or "grey" asbestos - belonging to the amphibole group)

Under the law, asbestos-containing materials (ACM's) are divided into two types:

- **bonded asbestos-containing material** (bonded asbestos) contains a bonding compound reinforced with asbestos fibres
- **friable asbestos-containing material** (friable asbestos) is unbonded asbestos-containing material that, when dry, is or may become crumbled, pulverised or reduced to powder by hand pressure.

Bonded asbestos

Bonded asbestos can be found in new products such as asbestos cement sheeting commonly used in building materials between 1940s to the late 1980s and for recycled products until into the 1990's.
Other bonded asbestos products include:

- profiled sheets used on roofs and walls and flat sheets in flashings
- imitation brick cladding
- roof shingles
- water or flue pipes
- plaster patching compounds
- textured paint
- vinyl floor tiles
- friction products such as brake shoes, disc pads, clutch housings or elevator brakes.

From 1 July 2006, removal of $10m^2$ or more of bonded asbestos can only be done by a holder of a 'B' class licence (by 31 December 2013 this licence will need to be given under the new 2011 regulation).

'B' class licences are issued to applicants who can demonstrate they are familiar with the practices and procedures for removing bonded asbestos set out in the asbestos removal code.

A person who removes less than $10m^2$ of bonded asbestos material does not require a licence, however, that person must be competent and comply with the practices procedures and requirements set out in the asbestos removal code.

Friable asbestos

Friable asbestos is easily crumbled or reduced to powder by hand.

Common forms of friable asbestos materials include:

- sprayed on fireproofing/soundproofing/thermal insulation
- acoustic plaster soundproofing
- thermal insulation (not sprayed on).

Currently, under the law, all friable asbestos removal work can only be done:

- by certified asbestos removalists who hold a licence to perform asbestos removal work
- as set out in the asbestos removal code.

From 1 July 2006 removal of any friable asbestos can only be done by a holder of an 'A' class

Identification of Asbestos Materials

It is often very difficult to identify the presence of asbestos by sight. The only way to be certain is to have a sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos is itself hazardous and should only be done by a competent person, and analysed only in accredited laboratories.

More information on identifying asbestos and where this can be done is available from the National Association of Testing Authorities (NATA).

Asbestos in the workplace

Occupational Health and Safety Regulation 2007 – Section 4 requires that **persons with management or control of a workplace**'s must ensure all asbestos-containing materials (ACM) in their workplaces are identified, as far as practicable.

Risk assessments

Asbestos to be identified or assumed at workplace

(1) A person with management or control of a workplace must ensure, so far as is reasonably practicable, that all asbestos or ACM at the workplace is identified by a competent person.

(2) A person with management or control of a workplace must—
   a. if material at the workplace cannot be identified but a competent person reasonably believes that the material is asbestos or ACM—assume that the material is asbestos; and
   b. if part of the workplace is inaccessible to workers and likely to contain asbestos or ACM—assume that asbestos is present in the part of the workplace.

(3) Subsection (1) does not apply if the person—
   a. assumes that asbestos or ACM is present; or
   b. has reasonable grounds to believe that asbestos or ACM is not present.

(4) If asbestos or ACM is assumed to be present at a workplace, it is taken to be identified at the workplace.

Analysis of sample

(1) A person with management or control of a workplace may identify asbestos or ACM by arranging for a sample of material at the workplace to be analysed for the presence of asbestos or ACM.

(2) If a person with management or control of a workplace arranges for an analysis, the person must ensure that the sample is analysed only by—

(a) a NATA-accredited laboratory accredited for the relevant test method; or

(b) a laboratory approved by the regulator in accordance with guidelines published by Safe Work Australia; or

(c) a laboratory operated by the regulator.

Presence and location of asbestos to be indicated

A person with management or control of a workplace must ensure that—

(a) the presence and location of asbestos or ACM identified at the workplace under section 422 is clearly indicated; and

(b) if it is reasonably practicable to do so, indicate the presence and location of the asbestos or ACM by a label.

Asbestos register

1) A person with management or control of a workplace must ensure that a register (an asbestos register) is prepared and kept at the workplace.
2) The person must ensure that the register is maintained to ensure the information in the register is up to date.
3) The asbestos register must—
   (a) record any asbestos or ACM identified to be at the workplace under section 422, or likely to be present at the workplace from time to time including—
      i. the date on which the asbestos or ACM was identified; and
      ii. the location, type and condition of the asbestos or ACM; or
   (b) state that no asbestos or ACM is identified at the workplace if the person knows that no asbestos or ACM is identified, or is likely to be present from time to time, at the workplace.
4) The person is not required to prepare an asbestos register for a workplace if a register has already been prepared for that workplace.
5) (5) Subject to subsection (6), this section applies to buildings whenever constructed.
6) (6) This section does not apply to a workplace if—
   (a) the workplace is a building that was constructed after 31 December 2003; and
   (b) no asbestos has been identified at the workplace; and
   (c) no asbestos is likely to be present at the workplace from time to time.

If asbestos-containing materials (ACM) are identified in a workplace, the **persons with management or control of a workplace** must ensure the risks are assessed:

A risk assessment allows informed decisions to be made about control measures, induction and training, air monitoring and health surveillance requirements for a workplace with ACM present.

The risk assessment should take into consideration the information held in the register of ACM, including:

- the condition of the ACM (whether it is friable or bonded and stable, and whether it is liable to damage or deterioration)
- the likelihood of exposure
- whether the nature or location of any work to be done is likely to disturb the ACM.

Principles of Asbestos Management

Control Measures

If a building or essential plant in or on a building has asbestos materials installed in it, the owner of the building or plant must ensure policies and procedures are established-

(a) to prevent the exposure of persons in the building to the asbestos materials; or

(b) if exposure to the asbestos materials can not be prevented, to minimise the exposure of persons in the building to the materials.

The policies must discuss—

(a) the steps that can be taken to restrict access to, and prevent disturbance of, the asbestos materials; and
(b) work practices in the vicinity of the asbestos materials; and
(c) requirements for reassessment of the asbestos materials at regular intervals of at least 1 year and earlier if the nature or location of work in the vicinity of the asbestos materials changes.

If the asbestos materials—

(a) are friable, poorly bonded or unstable, for example because of damage or deterioration, the owner must ensure the asbestos materials are enclosed, sealed or removed; or
(b) are to be removed, the owner of the building must ensure an asbestos removalist removes the asbestos materials.

A **persons with management or control of a workplace** must give a copy of the register to---

(i) any employer worker who proposes to carry out work involving dismantling a part of the building; and
(ii) if the building or a part of it or essential plant in or on it is to be demolished--give a copy of the register to the principal contractor for the construction workplace; and
(iii) on the sale of the building, give the register to the buyer of the building.

If work mentioned above affects a part of the building in which the **persons with management or control of a workplace** knows asbestos materials exist, the owner must, as soon as practicable after the work is complete, ensure an appropriately qualified person inspects the building and gives the owner a report stating-

(a) whether there are still asbestos materials in the building; and

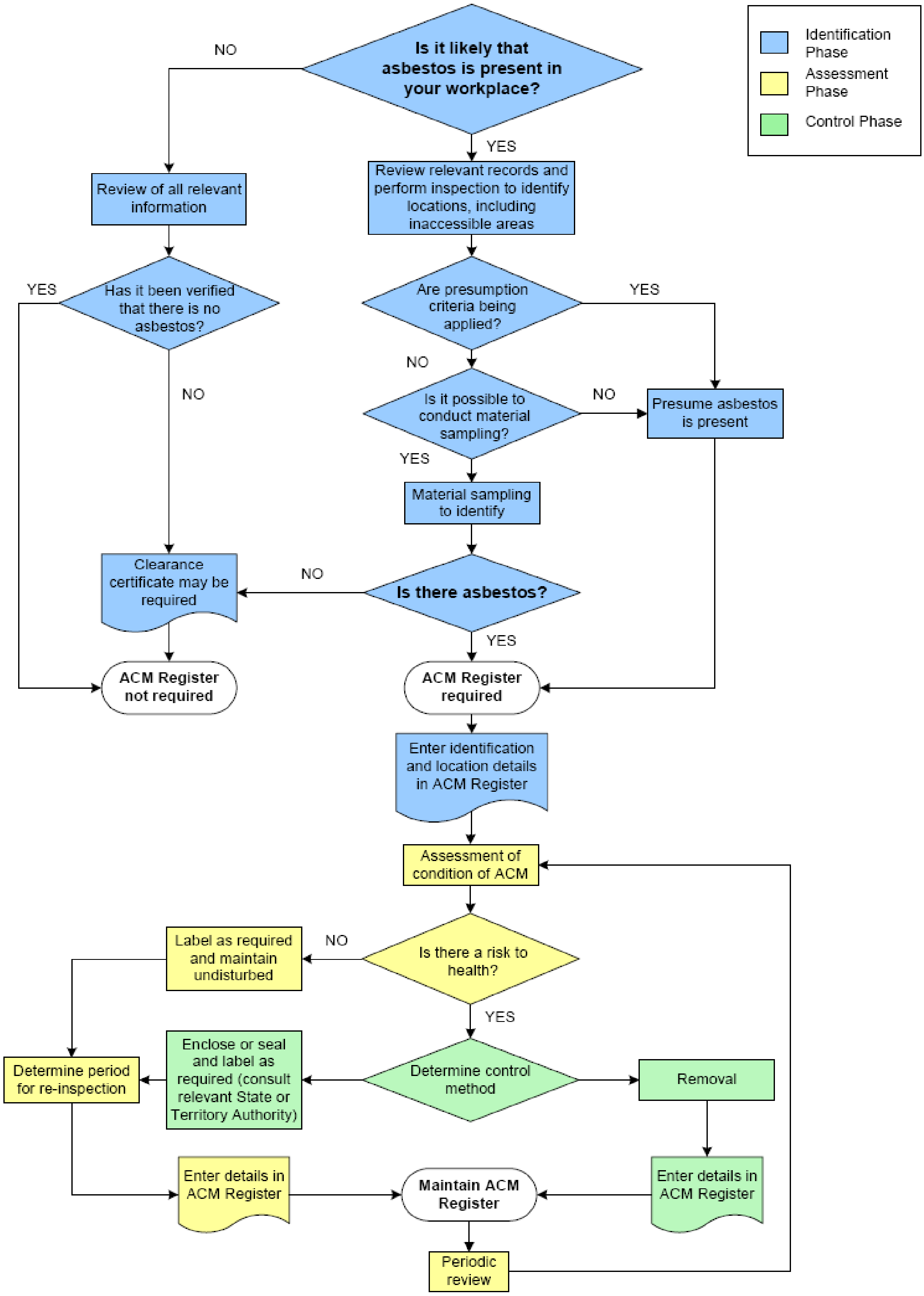
(b) if there are still asbestos materials in the building, whether the condition of the materials requires that-
    i) stated action should be taken under the regulations to minimise the risk of exposure to the materials; and
    ii) the entries in the asbestos materials register should be changed and if so, in what way.

As soon as practicable after receiving the report, the owner must make any reasonably necessary changes to the asbestos materials register.

General Principles

National Occupational Health and Safety Commission

Figure 1. General principles of an asbestos management plan



These principles of asbestos management have been adapted from general principles published by the National Occupational Health and Safety Commission (1988).

These principles are summarised below:

1. The ultimate goal is for the Common Property to be free of asbestos.
2. Asbestos removal may not be immediately necessary, but must be completed before a structure, or part of a structure, is demolished.
3. Removal of asbestos should be subject to priority setting, determined by the condition and location of the asbestos as well as scheduled refurbishment works. Asbestos presents a risk only when it is airborne. The risk to health increases as the number of fibres inhaled increases.
4. Wherever practicable, substitutes shall be found for asbestos products. Such substitutes shall be thoroughly evaluated before use, to ensure that they do not constitute a health hazard. Ultimately, all asbestos products should be eliminated.
5. Asbestos which has been incorporated into a stable matrix can be found in many working environments. Provided the matrix remains stable and no airborne dust is produced, it presents a negligible health risk.
6. The presence of asbestos should be identified.
7. No person shall be exposed to the risk of inhalation of asbestos in the course of their engagement without being provided with full information of the occupational health and safety consequences of exposure and appropriate control strategies.
8. At present it is not possible to assess whether there is a level of exposure to asbestos in humans below which an increased risk of cancer would not occur. Accordingly, exposure to asbestos should always be kept to a minimum.
9. Asbestos removalists and maintenance workers in an asbestos environment must be suitably protected.
10. The recognised occupational exposure standard for asbestos is that adopted by the National Occupational Health and Safety Commission. The method used to measure exposure to asbestos is the Membrane Filter Method as endorsed by the National Commission
11. Where appropriate, products containing asbestos shall be labelled accordingly.
12. The spraying of asbestos shall be prohibited. All future use of asbestos for insulation purposes shall be prohibited.

The general principles of asbestos management are broadly covered by four separate phases. These are:

1. Identification phase;
2. Evaluation phase;
3. Control phase; and
4. On-going monitoring/re-assessment

Procedures need to be designed and implemented to appropriately control any asbestos hazard, to ensure that personnel are not exposed to asbestos to an extent likely to cause danger to health. The procedures required may include:

a) removal;
b) substitution;
c) engineering controls;
d) safe working procedures;
e) personal protective equipment;
f) cleaning, decontamination and waste disposal;
g) education;
h) environmental monitoring; and
i) medical surveillance.

Principles of Control of Asbestos Hazards

The control of asbestos hazards should utilise the most appropriate method applicable to the particular circumstances. Based upon the assessment of the condition of the asbestos, its potential to suffer damage or mechanically degrade, and the likelihood of exposing people to airborne asbestos, the following control strategies are relevant :

- Leave in situ (defer action);
- Encapsulation;
- Enclosure; and
- Removal

These control strategies are discussed below:

Leave in Situ (defer action)

The identification of asbestos in a building does not automatically necessitate its immediate removal. Asbestos in a stable condition and not prone to mechanical damage can generally remain in situ. The asbestos will need to be inspected on a regular basis (every two to five years, depending on risk) to ensure its integrity is maintained, should be labelled with an appropriate warning, and must be removed under controlled conditions prior to demolition or refurbishment works that may disturb the asbestos.

Encapsulation or Sealing

Encapsulation refers to the coating of the outer surface of the asbestos material by the application of some form of sealant compound that usually penetrates to the substrate and hardens the material. Sealing is the process of covering the surface of the material with a protective coating impermeable to asbestos. Encapsulation or sealing helps protect the asbestos from mechanical damage, and is designed to reduce the risk of exposure by inhibiting the release of asbestos fibres into the airborne environment, and increase the length of serviceability of the product. The use of encapsulation or sealing may be of limited application. **It is not considered to be an acceptable alternative to repairing or removing severely damaged asbestos materials.**

Enclosure

Enclosure involves installing a barrier between the asbestos material and adjacent areas. This is effective in inhibiting further mechanical damage to the asbestos, and friable products such as calcium silicate pipe lagging or sprayed limpet asbestos may be targeted for enclosure where removal is not an option. The type of barrier installed may include plywood or sheet metal products, constructed as a boxing around the asbestos.

Removal

Removal of asbestos must be performed under certain controlled conditions, depending on the type of asbestos product to be removed. Removal is considered preferable to the other abatement options such as enclosure or encapsulation, as it eliminates the hazard from the work place. The removal process, how-ever, does pose an increased risk to personnel engaged in the removal, and may result in increased air-borne fibre levels in adjacent occupied areas if the removal program is not strictly controlled. Asbestos removal is generally an expensive exercise, and can cause major disruptions to building occupants. The removal of asbestos is considered appropriate when the asbestos product is deteriorated, has reached an unserviceable condition, or is at risk of being disturbed, and the other control options are not feasible. Where demolition or refurbishment works are to occur, and this work is likely to impact on asbestos materials, the asbestos must be removed under controlled conditions prior to the commencement of any site works.

Safe Work Practices

The appendices of the asbestos management code contain specific instructions for how to safely work with ACM which **must be followed** for:

- drilling of asbestos-containing materials
- sealing, painting, coating and cleaning of asbestos cement products
- cleaning leaf litter from the gutters of asbestos cement roof
- replacing cabling in asbestos cement conduits or boxes
- working on electrical mounting boards (switchboards) containing asbestos
- inspection of asbestos friction materials

Wherever possible, **dry ACM should not be worked on**.

Techniques

Techniques to prevent or minimise the generation of airborne asbestos fibres include:

- the wetting of ACM using surfactants or wetting agents such as detergent water
- the use of thickened substances, pastes and gels, such as hair gel or shaving cream, to cover the surfaces of ACM that are to be worked on (these substances should be compatible with the condition of use, including temperature, and not pose a health risk)
- the use of shadow vacuuming
- performing the task in a controlled environment e.g. a ventilated enclosure.

Ensure that the work has been assessed for any electrical hazards that may result from the use of water or other liquids. If an electrical hazard exists, primary consideration should be given to removing the ACM, rather than relying on dry work methods.

More information on safe maintenance can be found in the ***Code of Practice for the Management and Control of Asbestos in Workplaces*** **[NOHSC: 2018(2005)], the** ***National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition and or Compliance Code Managing asbestos in workplaces 2008 and/or Compliance Code Removing asbestos in workplaces.***

Tools

- High-speed abrasive power and pneumatic tools such as angle grinders, sanders and saws and high-speed drills **must never be used.**
- Manually operated hand tools should be used wherever possible.
- Low-speed battery-powered tools should only be used where manually operated hand tools cannot provide sufficient physical force to perform the work.
- At the end of the work all tools must be:
  - fully decontaminated
  - placed in sealed containers
  - disposed of as asbestos waste.

More information on tools can be found in section 11.6 of the ***Code of Practice for the Management and Control of Asbestos in Workplaces*** **[NOHSC: 2018(2005)], the** ***National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition and or Compliance Code Managing asbestos in workplaces 2008 and/or Compliance Code Removing asbestos in workplaces.***

Personal protective equipment (PPE)

The risk assessment should determine the need for and the appropriate types and levels of PPE. This includes respiratory equipment.

All respiratory protection equipment should meet the requirements of AS/NZS 1716 *Respiratory Protective Devices* .

More information on PPE is available from:

- workplace health and safety subject - personal protective equipment
- ***Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC: 2018(2005)], the *National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition and or Compliance Code Managing asbestos in workplaces 2008 and/or Compliance Code Removing asbestos in workplaces.***

Asbestos vacuum cleaners

- Household vacuum cleaners **must never be used** where asbestos is or may be present - even if it has a HEPA filter.
- PPE should be worn whenever an asbestos vacuum cleaner is opened to change the bag or filter, or to perform other maintenance.
- Asbestos vacuum cleaners should only be emptied by a competent person:
    - with the correct PPE
    - in a controlled environment
    - in compliance with the manufacturer's instructions.
- Wherever possible, asbestos vacuum cleaners should not be hired as they can be difficult to fully decontaminate.
- Hiring may be more viable in some cases, e.g. when a one-off maintenance task is required.
- Asbestos vacuum cleaners should only be hired from organisations that provide vacuum cleaners specifically for work with asbestos.

More information on vacuum cleaners is available in ***Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC: 2018(2005)], the *National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition and or Compliance Code Managing asbestos in workplaces 2008 and/or Compliance Code Removing asbestos in workplaces.***

Decontamination

The type of decontamination required depends on the type of asbestos (friable or non-friable), the work method used and the site conditions.

There are two procedures for **workplace decontamination**:

- wet decontamination - using wet rags to wipe down contaminated areas
- dry decontamination - involves carefully rolling or folding up and sealing plastic sheeting and/or vacuuming the asbestos work area with an asbestos vacuum cleaner. This method should only be used where wet methods are not suitable or pose a risk because of electricity or slippage.

If extensive contamination has occurred, an asbestos removalist should be engaged to perform the decontamination. Clearance monitoring may be required.

All **tools, equipment and reusable respirators** used during the work should be dismantled (where appropriate) and decontaminated. This should be done using either wet or dry decontamination methods.

Personal decontamination must be undertaken every time a worker leaves the asbestos work area and again when the asbestos task is completed.

More information on decontamination procedures can be found in section ***Compliance Code Removing asbestos in workplaces***.

Clearance inspections

A risk assessment should determine whether a clearance inspection is required on completion of the asbestos task.

If required these inspections must be carried out by a licensed asbestos assessor and include:

- visual inspections
- clearance monitoring
- settled dust sampling.

More information on these types of inspections is available in the ***Compliance Code Removing asbestos in workplaces***.

Waste removal and disposal

Asbestos waste should always be removed and disposed of by a competent person. This includes contaminated PPE and cleaning materials used in the work.

Asbestos waste can be collected and disposed of in:

- asbestos waste bags
- solid, sealable asbestos waste containers such as bins or drums, if storage is required.

Controlled wetting of asbestos waste should be used to reduce the possibility of dust emissions during the bagging or containment of the waste.

Information for householders and renovators

Materials containing asbestos were used in many homes before they were banned from use most states by the mid 1990's.

Asbestos was typically used in fibro roofs, walls and soffits. In many houses fibro was also used internally for wet areas such as kitchens, bathrooms and laundries. Asbestos cement can also be found in flat sheets, profiled sheets, corrugated sheets, shingles, compressed sheets, rigid board insulation and building products such as pipes and guttering.

Second hand materials or products containing asbestos can also have been installed or used after asbestos was banned and may be found in newer homes.

An extensive list of examples of asbestos-containing materials is available in the ***Compliance Code Managing asbestos in workplaces 2008***.

It is often very difficult to identify the presence of asbestos by sight. The only way to be certain is to have a sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos is itself hazardous and should only be done by a competent person, and analysed only in accredited laboratories.

More information on identifying asbestos and where this can be done is available from the National Association of Testing Authorities (NATA).

Householders and renovators can manage the risks of asbestos by:

- being aware of what asbestos is and where it can be found
- having suspect materials tested (by a competent person) or by treating suspect materials as if they contain asbestos
- being aware of the responsibilities of clients (which can include householders and renovators) and the responsibilities of asbestos removalists under the Code of Practice ***Compliance Code Removing asbestos in workplaces***.
- ensuring that work removing any amount of friable asbestos is done by a certified asbestos removalist (holding either a current licence for an 'A' class licence for asbestos removal work issued from 1 January 2006 or class A asbestos removal licence under the WHS Regulation 2011 by 31 December 2013) ensuring that from 1 July 2006 removal of $10m^2$ or more of bonded

asbestos or asbestos-contaminated dust or debris associated with the removal of more than 10 m2 of non-friable asbestos or asbestos containing material is done by a certified removalist (holder of a 'B' class licence)

- ensuring that removal of less than $10m^2$ of bonded asbestos is done as described in the ***Compliance Code Removing asbestos in workplaces 2008***.
- ensuring that any work done with bonded asbestos is done as described in the ***Compliance Code Managing asbestos in workplaces 2008***.

Disposal of Asbestos

Normally, disposal of asbestos materials will be the responsibility of the contractor engaged by the Body Corporate to perform any asbestos abatement works. The disposal of any asbestos materials off site will be in accordance with the Worksafe Australia Code of Practice, local authority and legislative requirements.

Glossary

ACM	See asbestos containing material
Air monitoring	Air Monitoring means airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring. Note: Air monitoring should be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC:3003 (2005}]
Airborne asbestos fibres	Any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only reparable asbestos fibres (those less than 3 microns wide, more than 5 micron long and with a length to width ratio of more than 3 to 1) are counted.
Amosite	Grey or brown asbestos
Asbestos Containing Material	Any material, object, product or debris that contains asbestos.
Asbestos Register	Inventory of ACM by type, form, location, risk and required action.
Asbestos Removalist	A competent person who performs asbestos removal work. Note: an asbestos removal licence is required in all State and Territory jurisdictions for friable ACM.
Asbestos Survey and Management Plan	Document covering the identification, risk evaluation, control and management of identified asbestos hazards, developed in accordance with NOHSC: 2018(2005).
Asbestos	The fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, amosite, anthophyllite, chrysotile, crocidolite, tremolite or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.
Asbestos-cement (AC)	Products consisting of sand aggregate and cement reinforced with asbestos fibres (e.g. asbestos cement pipes and flat or corrugated asbestos cement sheets).
Bonded asbestos	ACM that is bonded into a stable matrix and cannot be reduced to a dust by hand pressure.
Chrysotile	See asbestos containing material
Clearance inspection	An inspection, carried out by a competent person, to verify that an asbestos work area is safe to be returned to normal use after work involving the disturbance of ACM has taken place. A clearance inspection must include a visual inspection, and may also include clearance monitoring and/or settled dust sampling.
Clearance monitoring	Air monitoring using static or positional samples to measure the level of airborne asbestos fibres in an area following work on ACM. An area is 'cleared' when the level of airborne asbestos fibres is measured as being below 0.01 fibres/million
Competent person	A person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill, for the safe performance of the specific work.
Control monitoring	Air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of

	control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.
Crocidolite	Blue asbestos
Exposure monitoring	Air monitoring in the breathing zone to determine a person's likely exposure to a hazardous substance. Exposure monitoring is designed to reliably estimate the person's exposure, so that it may be compared with the National Exposure Standard.
Friable asbestos	Asbestos containing material which when dry is or may become crumbled, pulverised or reduced to powder by hand pressure.
In situ	Fixed or installed in its original position, not having been removed. Areas which are difficult to access, such as wall cavities and the interiors of plant and equipment.
Inaccessible areas	As a general rule, an inaccessible area is an area that cannot be accessed during normal daily activities or routine maintenance.
Licensed Class A Asbestos Assessor	Person who is qualified to undertake the identification and assessment of asbestos and provide recommendations on its safe management.
Licensed Class B Asbestos Assessor	Person who is qualified to undertake the identification of asbestos.
Membrane	A flexible or semi-flexible material, which functions as the waterproofing component in a roofing or waterproofing assembly.
NATA	National Association of Testing Authorities (NATA)
NOHSC (now ASCC)	National Occupational Health and Safety Commission (now known as Australian Safety and Compensation Council
SWMS	Safe Work Method Statement

SECTION 6 – REPORT PROCESS AND CONTENT

REPORT BASIS

The basis of this report is an inspection of the readily accessible **common property** areas of the scheme. This report is not an all encompassing report dealing with the scheme common areas from every aspect. It is a reasonable attempt to identify any asbestos containing materials upon common property areas of the scheme. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural report and should you require any advice of a structural nature we recommend that a structural engineer be engaged.

The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible from the common areas (i.e. we will not be entering individual lots to access common areas) and visible to the inspector at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property and as such no assessment is made at the time of inspection. Areas include service ducts, risers; inside plant particularly where specialist tools and expertise are required; wall, ceiling and subfloor cavities, beneath finished floor surfaces or coverings, underground or in cavity pipe work and external areas of the building more than 2.5 above the finished ground level. **Our report is not a loose fill asbestos fibre report, should the Owners require same additional charges will apply as entry to the roof space, additional equipment and 2 inspectors will be required for each ceiling cavity inspection.**

The report does not and cannot make comment upon: asbestos containing materials that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the are present in the roof space and under floor space.

The inspector will identify and assess hazards relating to the static condition of asbestos containing materials on the common property and then recommend remedial action or the introduction of a suitable control measure.

The Asbestos Report commissioned by the client was non-destructive and non-intrusive in nature. This type of commission limits or restricts access to the building structure, some surfaces and materials.

The survey undertaken was limited to those common areas available for access at the time of the inspection of the premises. Only the common areas accessible to the surveyors at the time of the inspection are included in this Asbestos Report.

Unless specifically noted, the survey did not cover exterior ground surfaces and sub-surfaces (e.g. infill soil) or materials other than normal building fabric such as materials in laboratories or special purpose facilities. At the time of survey no access was gained to material and/or void areas located behind, above, or attached to any sampled or assumed ACM.

No absolute determination can be made regarding the possibility of concealed or inaccessible asbestos containing materials or items in the areas and equipment listed in the tables above until access is gained to allow for inspection.

Materials and equipment in any non-accessed area should therefore be assumed to contain ACM, and be treated appropriately until assessment and sample analysis confirm otherwise. Samples were not taken where the act of sampling would endanger the surveyor(s) or affect the structural integrity of the item concerned.

The presence of ACM to pipe work that is not readily visible, or that would require the full removal and replacement of overlying non-asbestos insulation to confirm, has not been investigated.

This Asbestos Report, although extensive, is not intended for and must not be used as a specification or method statement for any future asbestos removal project. In this instance detailed plans, quantities etc. would be required.

Before any refurbishment or hazardous material removal projects, the contractor(s) carrying out the work must fully acquaint themselves with the extent of the asbestos containing materials, particularly in those areas which may need full or partial demolition in order to determine the exact extent and location of such materials.

Care should be taken when demolishing or excavating to determine the existence or otherwise of asbestos containing materials. For example subsurface pipes and drains, revealed through excavation may be constructed of asbestos cement. Wherever a material is uncovered or revealed and it is suspected to be hazardous, it should be assumed to be hazardous and treated appropriately until such time as assessment and sample analysis of the material confirms otherwise.

Building work must cease in the immediate vicinity of the suspect material and a Class A Asbestos Assessor must issue a Clearance Certificate before the building work can recommence in the affected area.

This report is based on the information obtained by QIA Group Pty Ltd at the time of building inspection. QIA Group Pty Ltd will not update this report, nor take into account any event(s) occurring after the time that its assessment was conducted.

As both the range and use of manufactured products containing asbestos was extremely widespread, QIA Group Pty Ltd cannot accept responsibility for any consequential loss or damage that results from non-recognition of a material that may later be established to contain asbestos. For example, certain textured wall and ceiling finishes may contain small traces of asbestos fibre. In situ, textured finishes are often composed of assorted batches of product, or may have been repaired/patched at various times. It is therefore always a possibility that the samples collected may not always be representative of the entire material.

Under normal construction practices some materials are "built in" or "randomly applied". These materials are therefore not readily accessible and can only be exposed through demolition or damage to the structure or finishes. Access to a material may also be prevented or restricted by equipment that is in operation or where to obtain access contravenes a relevant statutory requirement or code of practice (e.g. electrical switchboards). Consequently, while all reasonable care and attention was taken in compiling this report no guarantee to its completeness can be given.

QIA Group Pty Ltd has taken all care to ensure that this report includes the most accurate information available. Where it uses test results prepared by a third party it relies on the accuracy of the test results in preparing this report. In providing this report QIA Group Pty Ltd does not warrant the accuracy of such third party test results.

(a) All implied conditions, warranties and rights are excluded from the services offered, except for those which cannot be excluded by virtue of law. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right:

(i) in connection with the supply of goods, to one or more of the following (as we may determine):

(A) replacement of the goods or supply of equivalent goods;

(B) repair of the goods;

(C) payment of the cost of replacing the goods, or of acquiring equivalent goods; or

(D) payment of the cost of having the goods repaired;

(ii) in connection with the supply of services, to one of the following (as we may determine):

(A) supplying of the services again; or

(B) payment of the cost of having the services supplied again; and

(iii) otherwise to the extent permitted by law.

(b) Subject to clause (a), and despite any implication arising from report provided, we are not, and will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law), or otherwise for, or in respect of, any indirect or consequential loss or damage.

Subject to clause (a) and despite any implications arising from the report provided, our total and aggregate liability in contract, in torts (including negligence), under statute (to the extent permitted by law), or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with any Services, will not exceed the fees for those particular Services.

We reserve the right to amend this report and the opinions expressed in this report in light of any additional information that might be received or made available after the date of this report.

BUILDING APPROVALS

The inspector will rely on any and all building inspections and approvals given by the relevant authority in relation to the construction and completion of the scheme buildings and land.

LIFT CONTROL ROOMS and AIR CONDITIONING DUCTING

Should the building contain lifts or ducted air-conditioning systems as part of the common property plant and equipment no assessment will be made of said systems unless the relevant mechanical services or lift service contractors provide access to the heater banks and control room or provide a written report as to the presence, type and condition of any asbestos containing materials in the plant or rooms in question.

FIRE RATED DOORS

We will assume that fire rated doors will be tagged to indicate that they are fire rated doors, untagged doors will be presumed to be non-fire rated. Non fire rated doors were not known to have contained asbestos, whereas fire rated doors often contained asbestos materials. Given that we do not break apart or dismantle fire rated doors we will presume that fire rated doors contain asbestos particularly if they were manufactured prior to 1990.

SECTION 7 – QUOTATIONS

20 October 2017

The Owners For 20 Ashted Road
C/-: MBCM Strata Specialists

Dear Committee Members:

Property Name/ Address: ***20 Ashted Road, Box Hill, VIC, 3128***

Plan Number: **12550**

Summary of quotations needed for compliance with Occupational Health and Safety Regulation 2007 – Section 4 relating to Asbestos management and record keeping

1. Return visit to site to label Asbestos Containing Materials identified in our report and erect general warning labels, if an enclosure is located onsite we will also install a copy of the report/register and contractor plan into the enclosure: **$334.00 (incl. GST)**

2. Provision of a **small** lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Records)**:** **$420.00 (incl. GST)**

Quotation Explanations

1. **QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a compliant Asbestos Materials labelling service in accordance with the Occupational Health and Safety Regulation 2007 –section 4.3.20 (6).**

- ☑ Return to site and label representative Asbestos Containing Materials identified in our report where safe to do so.
- ☑ If a records enclosure is installed onsite we will also install a copy of the report/register onsite.
- ☑ Apply general warning labels to enclosure and install acrylic Asbestos Containing Material Register sign near entry to complex.

2. **QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a small lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Safety Records in accordance with the Occupational Health and Safety Regulation 2007 –section 4.3.23 (2).**

- ☑ Supply and install 1 x B&R box 400mm H x 300mm W x 150mm D:
- ☑ **IP66 rated**, so the contents of the box will be fully **protected from dust and water ingress** (except if immersed). This means your records which are required to be kept for at least 2 years onsite will be well protected.
- ☑ Box to be located externally where possible next to the main switchboard to allow for easy access by local authority inspectors and nominated contractors
- ☑ Fitted with 003 lock to restrict access to those contractors provided with a 003 key.
- ☑ Steel enclosure light grey in colour

If there is anything further we can assist with, please do not hesitate to contact one of the team at your earliest convenience.

Warm Regards

The team at QIA Group Pty Ltd

APPENDIX 1 – N.A.T.A. LABORATORY RESULTS

Robson ENVIRONMENTAL

Fibre Identification Certificate of Analysis

Report Number: T-04401 Date of Report: 12/09/2017 Samples Taken by: Client Page 1 of 2

Client Details	Laboratory Details
Client: QIA	Address: 140 Gladstone Street, Fyshwick, Canberra 2609
Attention: Belinda Appleton	Manager: John Robson
Received: 11/09/2017	Telephone: 02 6239 5656
Client Reference: 20 Ashted Road, Box Hill VIC 3128	Fax: 02 6239 5669
Email: info@qiagroup.com.au	Email: hazmat@robsonenviro.com.au

Test Specification(s) Employed: AS4964 (2004) & In-House Procedure No.2

Methodology Summary

Samples of material are examined to determine the presence of asbestos fibres using AS4964 (2004) & In-House Procedure No.2 i.e. Qualitative identification of chrysotile, amosite and crocidolite in bulk samples by **Polarised Light Microscopy (PLM)** in conjunction with **Dispersion Staining (DS)**. Unequivocal identification of asbestos minerals present is made by assessing fibre properties to see whether the values are typical and consistent with published data. This provides a reasonable degree of certainty to determine whether a fibre under investigation is asbestiform or not. Careful application of the test procedure provides sufficient diagnostic clues to allow unequivocal identification of asbestos types, and so, to determine whether a sample contains asbestos or not. If sufficient diagnostic clues are absent, then positive identification of fibrous asbestos is not possible.

Client Supplied Samples

Robson Environmental is not responsible for the accuracy or competence of sampling carried by third parties. Sample location(s) and/or sample type(s) of third party samples delivered to the laboratory are given by the client at the time of delivery. Under these circumstances, Robson Environmental cannot be held responsible for the interpretation of the results shown. When the test certificate indicates that bulk samples were taken by the client, they are outside the scope of our NATA Accreditation for sampling. Robson Environmental takes responsibility of information reported only when a staff member takes the sample(s).

Reporting of Results

'Asbestos Detected': Asbestos detected by **Polarised Light Microscopy** (PLM), including **Dispersion Staining (DS)**
'No Asbestos Detected': No Asbestos detected by **Polarised Light Microscopy** (PLM), including **Dispersion Staining (DS)**
'UMF Detected': Mineral fibres of unknown type detected by **Polarised Light Microscopy** (PLM), including **Dispersion Staining (DS)**. Confirmation by another independent analytical technique may be necessary.
"Hand-picked" refers to small discrete amounts of asbestos unevenly distributed in a large body of non-asbestos material.
Non asbestos fibres such as "Organic" and "Synthetic Mineral Fibres" detected in samples will be marked with an *. Please refer to non asbestos fibre table beneath main table.

Limit of Detection & Reporting Limit

Known limitations of the test procedure using **Polarised Light Microscopy (PLM)** are:

- **PLM** is a qualitative technique only;
- It does not cover identification of airborne or water-borne asbestos;
- The less encountered asbestos mineral fibres actinolite, anthophyllite and tremolite exhibit a wide range of optical properties that preclude unequivocal identification by **PLM** and **Dispersion Staining** (DS). Thus, the method is used to positively identify the three major asbestos minerals: amosite ("brown"), chrysotile ("white") and crocidolite ("blue");
- Valid identification requires that the sample material contains a sufficient quantity of the unknown fibres in excess of the practical detection limit used (in this case, **PLM** and **Dispersion Staining**, which has a calculated practical detection limit of 0.01-0.1% equivalent to 0.1-1g/kg (AS4946-2004:App. A4).

Results relate only to the sample(s) submitted for testing.
Test report must not be reproduced except in full.
Accredited for compliance with ISO/IEC 17025

Sample No.	Client Ref.	Location	Physical Structure	Sample Description	Analysis of Fibrous Content
001		Stairwell ceiling - cement sheet	Sheet	2g	Chrysotile Asbestos Detected
002		Hot water plant room sub board - insulating board	Insulating board	1g	Chrysotile Asbestos Detected
003		Hot water system flue pipe - cement sheet	Sheet	2g	Amosite, Chrysotile, Crocidolite Asbestos Detected

The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards

Fibre Identification Certificate of Analysis

Laboratory Report Number:	122980_T-04401	**Analyst:**	Jordan Curbishley	**Page**	**2** of **2**

J Curbishley

Robson Approved Identifier
Jordan Curbishley

NATA
No. 3181
Accredited for compliance with ISO/IEC 17025

J Curbishley

Robson Approved Signatory
Jordan Curbishley

The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards

APPENDIX 2 – EXAMPLES OF SAFE WORKING PRACTICES

SAFE WORK PRACTICE 1 – DRILLING OF ACM	
The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill, because the quantity of fibres is drastically reduced if a hand drill is used.	
Equipment that may be required prior to starting work (in addition to what is needed for the task)	◦ A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods such as pastes and gels are unsuitable then shadow vacuuming techniques should be used ◦ Disposable cleaning rags ◦ A bucket of water, or more as appropriate, and/or a misting spray bottle ◦ Duct tape ◦ Sealant ◦ Spare PPE ◦ A thickened substance such as wallpaper paste, shaving cream or hair gel ◦ 200 µm plastic sheeting ◦ A suitable asbestos waste container (e.g. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting) ◦ Warning signs and/or barrier tape ◦ An asbestos vacuum cleaner ◦ A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).
PPE	◦ Protective clothing and RPE (see AS1715, AS1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.

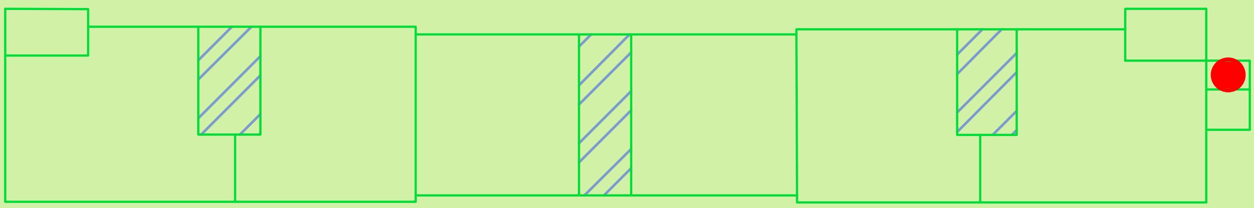
Preparing the asbestos work area	◦ If the work is to be carried out at a height, appropriate precautions must be taken to prevent falls. ◦ Ensure appropriately marked asbestos waste disposal bags are available. ◦ Carry out the work with as few people present as possible. ◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/ ◦ or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. ◦ If drilling a roof from outside, segregate the area below. ◦ If access is available to the rear of the asbestos cement, segregate this area as well as above. „ ◦ If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated. ◦ Ensure there is adequate lighting. ◦ Avoid working in windy environments where asbestos fibres can be redistributed. ◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so ◦ a clean surface is exposed or uses another rag.
Drilling vertical surfaces	◦ Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling. ◦ Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. Drill through the paste. ◦ Use damp rags to clean off the paste and debris from the wall and drill bit. ◦ Dispose of the rags as asbestos waste as they will contain asbestos dust and fibres. ◦ Seal the cut edges with sealant. ◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.

Drilling overhead horizontal surfaces	◦ Mark the point to be drilled. ◦ Drill a hole through the bottom of the cup. ◦ Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance. ◦ Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup. ◦ Align the drill bit with the marked point. ◦ Ensure the cup is firmly held against the surface to be drilled. ◦ Drill through the surface. ◦ Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface. ◦ Remove the cup from the surface. ◦ Use damp rags to clean off the paste and debris from the drill bit. ◦ Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. ◦ Seal the cut edges with sealant. ◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.
Decontaminating the asbestos work area and equipment	◦ Use damp rags to clean the equipment. ◦ Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. ◦ If necessary, use damp rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. ◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. ◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. ◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. ◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. Refer to the Code of Practice: How to Safely Remove Asbestos for more information.
Clearance procedure	◦ Visually inspect the asbestos work area to make sure it has been properly cleaned. ◦ Clearance air monitoring is not normally required for this task. ◦ Dispose of all waste as asbestos waste. Refer to the Code of Practice: How to Safely Remove Asbestos for more information.

SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS	
These tasks should only to be carried out on asbestos that are in good condition. For this reason, the ACM should be thoroughly inspected before starting the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if it has deteriorated as a result of aggressive environmental factors such as pollution. If it is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment is considered essential, a method that does not disturb the matrix should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.	
Equipment that may be required prior to starting work (in addition to what is needed for the task)	◦ Disposable cleaning rags ◦ A bucket of water, or more as appropriate, and/or a misting spray bottle ◦ Sealant ◦ Spare PPE ◦ A suitable asbestos waste container ◦ Warning signs and/or barrier tape.
PPE	◦ Protective clothing and RPE (see AS1715, AS 1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.
Preparing the asbestos work area	◦ If work is being carried out at heights, precautions must be taken to prevent falls. ◦ Before starting, assess the asbestos cement for damage. ◦ Ensure appropriately marked asbestos waste disposal bags are available. ◦ Carry out the work with as few people present as possible. ◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. ◦ If working at a height, segregate the area below. ◦ If possible, use plastic sheeting secured with duct tape to cover any floor surface within the asbestos work area which could become contaminated. This will help to contain any runoff from wet sanding methods. ◦ Ensure there is adequate lighting. ◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag. ◦ Never use high-pressure water cleaning methods. „ ◦ Never prepare surfaces using dry sanding methods. Where sanding is required, you should consider removing the asbestos and replacing it with a non-asbestos product. ◦ Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured and filtered, where possible. ◦ Wipe dusty surfaces with a damp cloth.
Painting and sealing	◦ When using a spray brush, never use a high-pressure spray to apply the paint. ◦ When using a roller, use it lightly to avoid abrasion or other damage.

Decontaminating the asbestos work area and equipment	◦ Use damp rags to clean the equipment. ◦ If required, use damp rags and/or an asbestos vacuum cleaner to clean the asbestos work area. ◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. ◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. ◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. ◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. Refer to the Code of Practice: How to Safely Remove Asbestos for more information.
Clearance procedure	◦ Visually inspect the asbestos work area to make sure it has been properly cleaned. ◦ Clearance air monitoring is not normally required for this task. ◦ Dispose of all waste as asbestos waste. Refer to the Code of Practice: How to Safely Remove Asbestos for more information.

INDICATIVE ASBESTOS CONTAINING MATERIAL LOCATIONS - SUSPECTED AND IDENTIFIED*



LEGEND

- ACM - Hot Water System Flue Pipe and Insulating Board
- ACM - Stairwell Ceiling Cement Sheet

20 ASHTED ROAD

20 Ashted Road,

Box Hill VIC 3128

*Not all locations can be clearly identified in this drawing. Please refer to Asbestos Register for all locations.

Model Rules for an Owners Corporation

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

1 Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committes and Sub-Committees

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

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

3 Management and Administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of Common Property

4.1 Use of common property

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

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

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of Persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute Resolution

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

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

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

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

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

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

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

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

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

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

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

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

828278

APPLICANT'S NAME & ADDRESS

HOLDING REDLICH (MELBOURNE) C/- INFOTRACK C/- LANDATA

MELBOURNE

VENDOR

DIRECTOR OF HOUSING

PURCHASER

N/A, N/A

REFERENCE

353358

This certificate is issued for:

LOT 3 PLAN RP12550 ALSO KNOWN AS 3/20 ASHTED ROAD BOX HILL
WHITEHORSE CITY

The land is covered by the:
WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a	RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
and a	PARKING OVERLAY - PRECINCT 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/

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®
T: (03) 9102 0402
E: landata.enquiries@victorianlrs.com.au

21 March 2022

Hon. Richard Wynne MP
Minister for Planning

VICTORIA State Government

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@victorianlrs.com.au

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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 01 April 2022 02:40 PM

PROPERTY DETAILS

Address:	**3/20 ASHTED ROAD BOX HILL 3128**	
Lot and Plan Number:	**Lot 3 RP12550**	
Standard Parcel Identifier (SPI):	**3\RP12550**	
Local Government Area (Council):	**WHITEHORSE**	www.whitehorse.vic.gov.au
Council Property Number:	**240310**	
Planning Scheme:	**Whitehorse**	Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 D11**	

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**

OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)

GRZ - General Residential	IN3Z - Industrial 3
PPRZ - Public Park and Recreation	RGZ - Residential Growth
TRZ2 - Principal Road Network	TRZ3 - Significant Municipal Road

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

PLANNING PROPERTY REPORT

Planning Overlays

PARKING OVERLAY (PO)

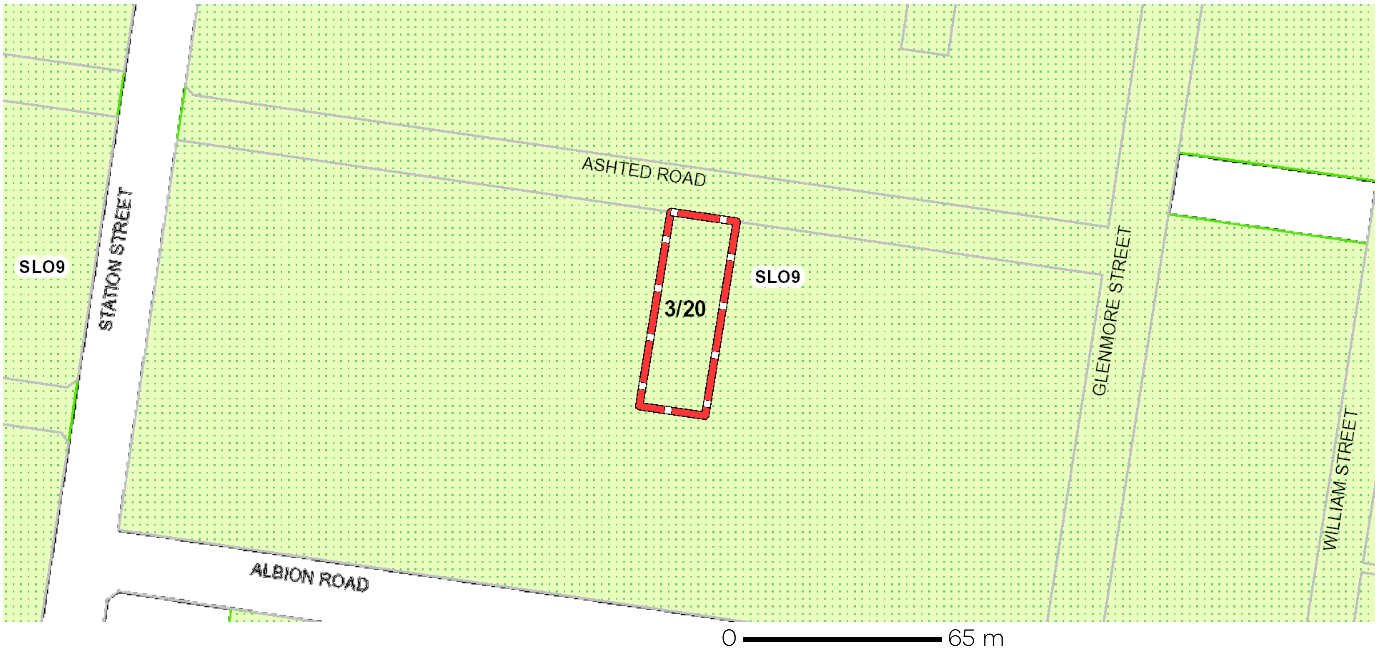
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)

PO - Parking

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape

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

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

Planning Overlays

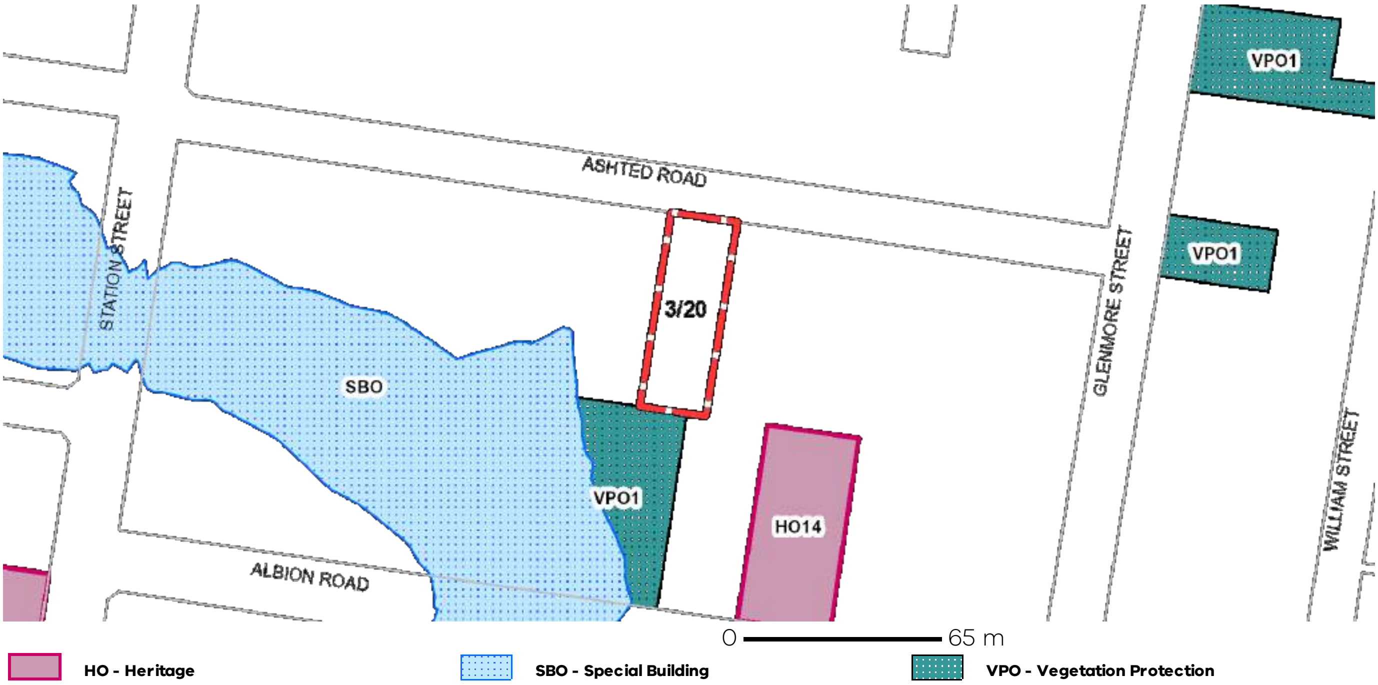
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)

VEGETATION PROTECTION OVERLAY (VPO)



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

Further Planning Information

Planning scheme data last updated on 24 March 2022.

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 abut 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.

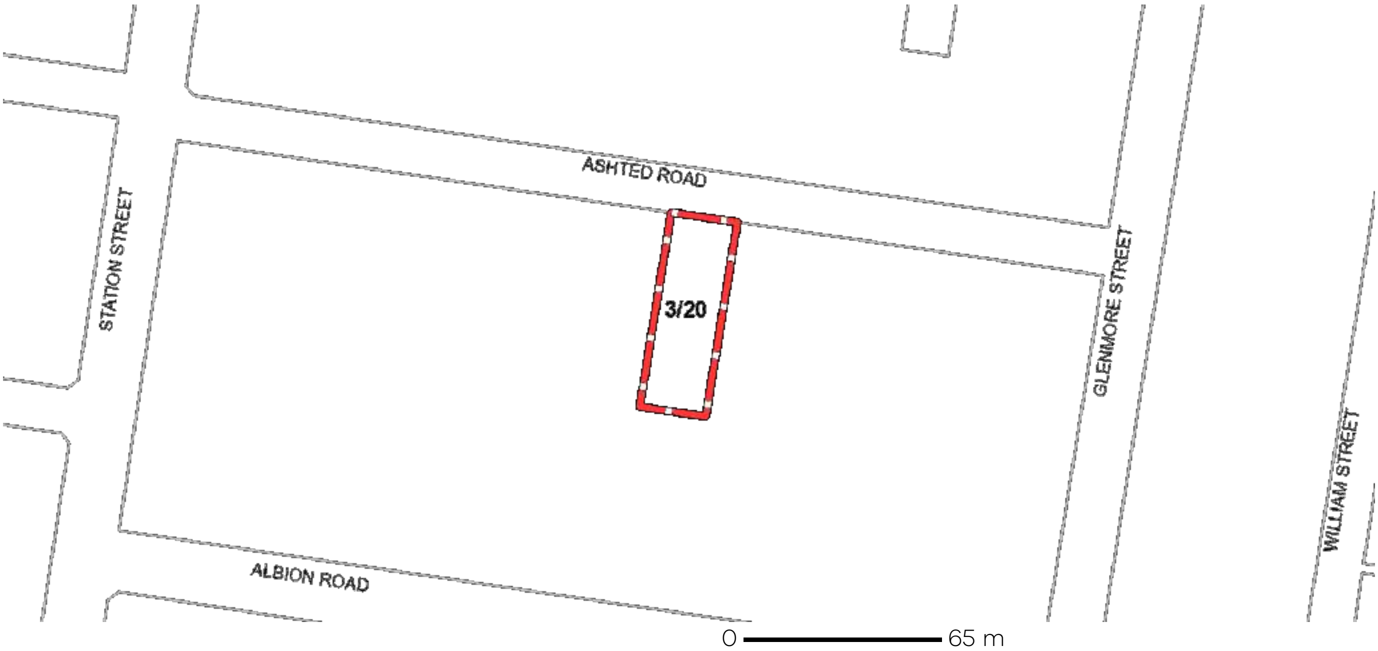
To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

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

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).

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

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

Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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).

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 29 March 2022
Applicant Reference: 63197798-023-3:34426

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: LOT 3 RP 12550 27A, A 20 RP 12550 27A
Property Address: 3/20 Ashted Road, BOX HILL VIC 3128

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

Council has no record of any Building Permits being issued on this property in the past 10 years.

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

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

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.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is 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.

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.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS
Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

WHITEHORSE CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 29 March 2022
Applicant Reference: 63197798-024-0:34425

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (2) of the Building Regulations 2018

Property Description: LOT 3 RP 12550 27A, A 20 RP 12550 27A
Property Address: 3/20 Ashted Road, BOX HILL VIC 3128

Reportable Information	Regulation	Applicable
Is the land likely to be subject to attack by termites?	150	**Yes**
Is the land subject to significant snowfalls?	152	**No**
Is the land liable to flooding within the meaning of regulation 5(2)?	153	**No**
Is the land designated land/works?	154	**No**
The Whitehorse Planning Scheme has specified a minimum bushfire attack level (BAL) within areas of the municipality. Is the land identified by the Planning Scheme?	156	**No**

Please Note:
This certificate does not specify bushfire prone areas not specified under the Planning Scheme. For the purposes of Section 192A of the Building Act 1993, the relevant Building Surveyor is to verify if the Minister has designated the land as being in a bushfire prone area. Please visit https://mapshare.vic.gov.au/vicplan/ for more information.

Notes regarding flood levels:
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 is determined by Melbourne Water (Regulation 154), 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 131 722 or visit: www.melbournewater.com.au.

Enquiries regarding flood levels investigated by Council (Regulation 153) to determine the minimum floor levels of buildings within the site, please contact Council's Engineering Department on 9262 6177.

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

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

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

PROTECTING HEALTH | MITIGATING LOSS

METHAMPHETAMINE POST REMEDIATION REPORT

Our Reference	J22848	25 August 2020
Your Reference	JN: 104814508	
Address	**Unit 3, 20 Ashted Road, Box Hill VIC 3128**	
Client/Contact	DHHS Box Hill	
Assessor	Hannah O'Shea, Occupational Hygienist	
Date/s	The assessment was completed on 20 August 2020	
Project	Post remediation verification (PRV) following the completion of decontamination works.	

References

- Guidelines for Environment Investigations, Remediation and Validation of former Clandestine Drug Laboratory Sites.

Criteria

PRV determines if the surface concentrations of methamphetamine, amphetamine, ephedrine and pseudoephedrine are less than the *Investigation Levels (ILs) – Assessment of Former Clandestine Lab Sites.*

Residential

- If the suspected drug being manufactured is methamphetamine, its surface concentration should not exceed 0.5µg/100cm².
- Pseudo/Ephedrine (common precursor substances) concentrations should not exceed 600µg/100cm².

Commercial

- If the suspected drug being manufactured is methamphetamine, its concentration should not exceed 10µg/100cm².
- Pseudo/Ephedrine (common precursor substance) concentrations should not exceed 10,000µg/100cm².

For the assessment, the property has been classified as a **residential** premise.

EHS Assess was requested to complete PRV on the building and its materials only; contents and the environmental considerations were excluded from the scope of this assessment.

Event

The methamphetamine contamination is reportedly the result of methamphetamine use and/or a suspected clandestine laboratory.

Affected areas

- Kitchen
- Lounge/dining
- Bedroom (2)
- Toilet/bathroom (2)
- Laundry

Consequently, this report refers only to these areas with all other areas outside the scope of this assessment.

Method

The assessment included subjective observations (visual inspection, odour detection and characterisation) and objective measurements.

Wipe sampling to ascertain the presence and concentrations of methamphetamine, amphetamine, ephedrine and pseudoephedrine on surfaces was undertaken using cotton gauze pre-wetted with isopropyl alcohol as per NIOSH 9111 for Methamphetamine and Illicit Drugs, Precursors and Adulterants on Wipes by LC-MS. The procedure involves wiping a pre-wetted wipe in an 'S' motion over a known fixed area i.e. 100cm² folding over the wipe and repeating across the area at 90^0 to the first 'S'.

The samples were sent under chain-of-custody to an external laboratory (AMAL Laboratories) for analysis.

For results, please refer to Appendix B.

Observations	• All soft furnishings, window furnishings and tenant belongings were removed throughout. • Carpet and underlay were removed throughout. • All electrical light switches, GPOs and light globes were removed. • Exhaust fans were remediated in the kitchen and bathroom. • A wall mounted split system was removed in the lounge. Refer photographs, available in Appendix A.
Limitations	None.
Conclusion	Findings from the post remediation verification testing (surface sampling performed following the completion of decontamination works), allow EHS Assess to conclude that all assessed areas detected levels below the recommended Australia Government methylamphetamine Guidelines for Environment Investigations, Remediation and Validation of former Clandestine Drug Laboratory Sites (Guidelines) action investigation levels for residential properties of 0.5µg/100cm^2. Based on these findings EHS Assess can conclude that the decontamination of the property has been performed satisfactorily and the property is fit for occupancy.
Appendices	*Appendix A: Photographs* *Appendix B: Laboratory Results*

Hannah O'Shea
Occupational Hygienist

Observations	
	
Photo 1 Remediated kitchen area, sample location highlighted	**Photo 2** Lounge sample location highlighted. Split system removed
	
Photo 3 Bathroom sample location highlighted	**Photo 4** Remediated exhaust fan
	
Photo 5 Bedroom sample location highlighted	**Photo 6** Hallway sample location highlighted

amal ANALYTICAL PTY LTD Laboratory Services for the Environment and Occupational Health

Certificate of Analysis 36622

Client Name:	EHS Assess	*Date Samples Received:*	21-Aug-20
Address:	PO Box 204, Parkville, VIC 3052	*Issue Date:*	24-Aug-20
Contact:	Hannah O'Shea	*Page:*	1 of 1
Client Reference:	3/20 Ashted Rd, Box Hill	*Order Number:*	
Job Number:	J22848	*COC Number:*	

Results

Analyte	LOR	Units						
Laboratory ID:			U2495	U2496	U2497	U2498	U2499	U2500
Sample Type:			Wipe	Wipe	Wipe	Wipe	Wipe	Wipe
Date Sampled:			20-Aug-20	20-Aug-20	20-Aug-20	20-Aug-20	20-Aug-20	20-Aug-20
Client Reference:			01 Bedroom	02 Kitchen	03 Lounge / Dining	04 Bathroom / Laundry	05 Hallway	06 Blank
Ephedrine	0.02	µg	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Pseudoephedrine	0.02	µg	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Amphetamine	0.02	µg	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Methamphetamine	0.02	µg	<0.02	<0.02	0.06	<0.02	<0.02	<0.02

Analyte	LOR	Units	
Laboratory ID:			
Sample Type:			
Date Sampled:			
Client Reference:			
Ephedrine	0.02	µg	
Pseudoephedrine	0.02	µg	
Amphetamine	0.02	µg	
Methamphetamine	0.02	µg	

Report Details

Method ID	Details	Holding Time (Days)	Date Extracted	Holding
MET-06	Methamphetamine and Precursors on Wipes	7	21-Aug-20	OK

Definitions
µg - micrograms
LOR - Level of reporting
^Amended entry

Results Authorised By

Sample(s) are analysed as received on site by AMAL Analytical Pty Ltd unless otherwise noted. Results pertain only to the sample(s) analysed and are reported on a dry weight basis for soils, and an 'as received' basis for other matrices. Where a sample holding time is unknown or exceeded, the validity of results may be compromised. This report supersedes any released prior and shall not be reproduced except in full without express written permission from the laboratory.

J. Martens (BSc)
General Manager

Click here to view associated measurement uncertainty

Extract of EPA Priority Site Register

EPA VICTORIA

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 3, 20 ASHTED ROAD
SUBURB: BOX HILL
MUNICIPALITY: WHITEHORSE
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 47 Reference D11

DATE OF SEARCH: 21st March 2022

PRIORITY SITES REGISTER REPORT:

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

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

Priority Sites are sites for which EPA has issued a:

• Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970

• Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970

• Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017

• Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017

• Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017

• Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

Extract of EPA Priority Site Register

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Holding Redlich (Melbourne) C/- Infotrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 353358

NO PROPOSALS. As at the 21th March 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 3, 20 ASHTED ROAD, BOX HILL 3128
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: 21th March 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 63197798 - 63197798170116 '353358'

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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