

CONTRACT OF SALE OF LAND

Property Address: Unit 404 (LOT 404A), 60 Whitehorse Road, Blackburn VIC

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—

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 **Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

Section 9AA(1A) **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.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT.

YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962**.

The authority of a person signing—

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /2023

Print name of person signing

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

SIGNED BY THE PURCHASER on / /2023

Print name of person signing

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

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

SIGNED BY THE VENDOR on / /2023

Print name of person signing ~~Kirpalen Bimal Patel~~

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

SIGNED BY THE VENDOR on / /2023

Print name of person signing

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

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

PARTICULARS OF SALE

Vendor's estate agent

OBrien Real Estate - Blackburn

98 South Parade, Blackburn VIC 3130

Telephone: 03 9894 2044

Email: blackburn@obrienrealestate.com.au

anthony.molinaro@obrienrealestate.com.au

Vendor

Kirpaben Bimal Patel

Vendor's legal practitioner or conveyancer

C & A Conveyancing

Level 1, 459 Toorak Road Toorak VIC 3142

Telephone: 03 9827 0018

Fax:

Email: a.r.int@bigpond.com

Purchaser

of

Purchaser's legal practitioner or conveyancer

of

Telephone:

Fax:

Email:

Land (general conditions 7 and 13)

The land is as described in the table below

Certificate of Title reference	being lot	on plan
12468/845	404A	PS827726Q

OR is described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 404 (Lot 404A), 160 Whitehorse Road, Blackburn VIC 3130

Goods sold with the land: All fixed floor coverings, electric light fittings, inbuilt Fridge & Freezer, window furnishing, and all fixtures and fittings of a permanent nature.

Payment

Price \$

by / /2023 (of which \$ has been paid)

Deposit

payable at settlement

Balance

Deposit Bond

General condition 15 does not apply to this contract.

Bank Guarantee

General condition 16 does not apply to this contract.

Table of Contents

Particulars of Sale

Special Conditions

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SPECIAL CONDITIONS

1. Auction (If Applicable)

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

3.1 The deposit payable hereunder shall be ten percent (10%) of the purchase price

2. Guarantee

Special Condition is in addition to General Condition 3 – Guarantee. If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

3. FIRB Approval

5.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

5.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

5.3 This warranty and indemnity do not merge on completion of this contract.

4. Section 32 Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected they received a Statement in writing signed by the Vendor/s pursuant to Section 32 of the Sale of Land Act, 1962 (as amended) in the form included in this Contract of Sale.

5. Agreement as to Identity of Land

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the and or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

6. Chattels

The Purchaser/s acknowledges that they inspected the property and chattels prior to the day of sale. The Purchaser/s further agree that they are purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser's agree that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

7. Representation and Warranty

The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or Warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser/s expressly releases the Vendor and/or his servants or Vendors Agents from any claims demands in respect thereof.

8. Land Use

The Land is sold subject to any restriction as to the use imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

9. **Jointly and Severally**

If the Purchaser consists of more than one person each of them are jointly and severally bound by this contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

10. **If more than one Purchaser**

- (a) If there is more than one purchaser it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay any Addition duty which may be assessed as a result the variation.
- (c) The Purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal representative/practitioner against any claims which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

This Special Condition will not merge on completion.

11. **Default**

In the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- (c) Accommodation expenses necessarily incurred by the Vendor
- (d) Legal costs and expenses as between the Vendor's solicitor and the Vendor.
- (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

12. **The Agreement**

The Purchaser/s further acknowledges that;

- (a) The only information, representations and warranties (if any) by the Vendor, the Vendor's Agent or the Vendor's Conveyancer/Solicitor relied upon by the Purchaser/s are those expressly contained in this Contract, and;
- (b) This Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations.

FURTHER SPECIAL CONDITIONS (IF ANY):

Please number each and initial each further Special Condition.

CONTRACT OF SALE OF LAND — 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 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 obligation 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 in the crown grant; and
 - (b) any lease referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease 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 sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in August 2019.
- 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 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 sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. Transfer

- 10.1 The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 7 days before settlement. 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 as soon as practicable. .

11. Release of security interest

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must—
 - (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use 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 a 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 Properties 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 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, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

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 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 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.
- 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 of 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 fees charged by the recipients 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 funds are electronically transferred the intended recipient must be provided with the relevant transaction number of reference details.
- 14.11 For the purposes of this general condition, 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.

15. Deposit Bond

The vendor/s do not consent to accepting a Deposit Bond as a deposit for the property sold in this contract. Therefore General Conditions 15.1 to 15.8 (or identical ones) as published by the Law Institute of Victoria Ltd and The Real Estate Institute of Victoria Ltd, do not apply to this contract.

16. Bank Guarantee

The vendor/s do not consent to accepting a Bank Guarantee as a deposit for the property sold in this contract. Therefore General Conditions 16.1 to 16.8 (or identical ones) as published by the Law Institute of Victoria Ltd and The Real Estate Institute of Victoria Ltd, do not apply to this contract.

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 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 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 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 to 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 financial 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 subscribers in the workspaces of all 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 the 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic 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 of settlement by the Electronic Network Operator.

19. GST

19.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST' (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 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In 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 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 agreement 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 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 expired at the time of the 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 agreement 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 expired at the time of the 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) ("TAA") have the same meaning in this special 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 Administrative 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 Commissioner an amount in accordance with Section 14-200(3) or Section 14-235 of Schedule 1 to the Taxation Administrative Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have market value of not less than the amount set out in Section 14-215 of the legislation, and the transaction is not excluded under Section 14-215(1) 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 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 in this special 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 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 purchaser (or its representative) in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment;
 - (c) otherwise comply, or ensure compliance with, this special 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 obligations in special condition 24.6 if:
 - (a) the settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with Section 14-235(2) of Schedule 1 of the Taxation Administrative 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 of the Taxation Administrative 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 Administrative 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 and 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 14-225 to the Taxation Administrative 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 purchaser under general condition 4 with a GST withholding notice in accordance with Section 14-225 of Schedule 1 to the Taxation Administrative 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 provision of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner and *amount in accordance with Section 14-250 of Schedule 1 to the Taxation Administrative 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 14-225 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with Section 14-225.
- 25.5 The amount to be deducted from the vendor's entitlement to the contract *consideration and then to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with Section 14-224 of Schedule 1 to the Taxation Administrative Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by the non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure the representative does so.
- 25.7 The terms of the representative's engagement are to taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and the instructions that the representative must:
 - (a) pay, or ensure payment of, amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under control and direction of the representative in accordance of this general condition or 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 obligations in special condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with Section 16-30 (3) of Schedule 1 of the Taxation Administrative Act 1953 (Cth), but only if:
 - (a) so agreed by the Vendor in writing; and
 - (b) settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with general condition 26.9 the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to the amount 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 Administrative 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 Administrative 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 to 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 14-250 of the Taxation Administrative 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 Administrative Act 1953 (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment to late payment if either exception applies.
-

TRANSACTIONAL

26. Time & Cooperation

- 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 Saturday, Sunday, bank holiday, or other 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 notice under general conditions; 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 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) any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving the document is a legal practitioner, or
 - (e) 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;
 - (e) 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 that does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. Inspection

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

30. Terms Contract

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1969*
- (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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. Default notice

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

35. Default not remedied

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: KIRPABEN BIMAL PATEL

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: UNIT 404 (LOT 404A), 160 WHITEHORSE ROAD, BLACKBURN

Certificate of Title: Volume 12468 Folio 845

Guarantor: Name:

Address:

Name:

Address:

DATED: this day of 2023

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

.....
Signature of Guarantor

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

.....
Signature of Guarantor

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land: Unit 404 (Lot 404A)/ 160 Whitehorse Road, Blackburn Vic 3130

Vendor: Kirpaben Bimal Patel

Vendor's signature

_____/_____/2023
Date

Purchaser:

Purchaser's signature

_____/_____/2023
Date

Purchaser:

Purchaser's signature

_____/_____/2023
Date

1. FINANCIAL

- 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings**
(and any interest on them):- Are contained in the attached certificates.

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in above other than: - Nil, so far as the vendor is aware.

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

- 1.3 Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land: - Not applicable.

- 1.4 Sale Subject to Mortgage**

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

2. INSURANCE

- 2.1 Damage and Destruction**

This section 2.1 only applies if this Vendor Statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits: - As per attached copy in Owners Corporation Certificate.

- 2.2 Owner-Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence: - Not applicable.

3. LAND USE

- 3.1 Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - Is in the attached copies of title document/s.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are: - To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

- 3.2 Road Access:** - There is: - access to the property by road.

- 3.3 **Designated Bushfire Prone Area**
The land: - is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993
- 3.4 **Planning Scheme:** - Attached is a certificate with the required specified information.

4. NOTICES

- 4.1 **Notice, Order, Declaration, Report or Recommendation**
Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge: - None to the Vendor's knowledge. The Vendor has no way of knowing all the decisions of all Public Authorities and Government Departments affecting the property unless communicated to the Vendor.
- 4.2 **Agricultural Chemicals**
There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows: - Not applicable.
- 4.3 **Compulsory Acquisition**
The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows: - Not applicable.

5. BUILDING PERMITS

- 5.1 **Particulars of any building permit** issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land): - Are contained in the attached certificates and/or statements.

6. OWNERS CORPORATION

- 6.1 This section 6 only applies if the land is **affected by an owners corporation** within the meaning of the Owners Corporations Act 2006: - Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

GAIC (and Section 7) is NOT applicable on the sale of this property.

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

☐ Electricity supply ☒ Gas supply ☐ Water supply ☐ Sewerage ☒ Telephone services

While electricity is connected to building, Purchaser/s may be required to pay connection fee/s.

9. TITLE

9.1 Attached are copies of the following **title documents**:

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

10. SUBDIVISION

This sale is NOT affected by a subdivision that is unregistered and therefore Section 10 is NOT applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

(Additional information may be added to this section 32 where there is insufficient space in any earlier sections)

The property may be in an area designated as subject to termite infestation. It is in the Purchasers interest to conduct their own investigations, as large areas of Victoria are prone to termite infestation and termite infestation can occur any time.

The property may be subject to a flood level. To ascertain probability and or estimated level, Purchaser/s are advised to contact relevant Authority/s.



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 2

VOLUME 12468 FOLIO 845

Security no : 124107987766W
Produced 31/07/2023 01:46 PM

LAND DESCRIPTION

Lot 404A on Plan of Subdivision 827726Q.
PARENT TITLE Volume 12395 Folio 947
Created by instrument PS827726Q Stage 2 01/05/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KIRPABEN BIMAL PATEL of 18 KERR STREET BLACKBURN VIC 3130
AW830406D 16/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW830407B 16/05/2023
SECURE FUNDING PTY LTD

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

DIAGRAM LOCATION

SEE PS827726Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS827726Q/S2 (B)	PLAN OF SUBDIVISION	Registered	01/05/2023
AW830405F (E)	DISCHARGE OF MORTGAGE	Registered	16/05/2023
AW830406D (E)	TRANSFER	Registered	16/05/2023
AW830407B (E)	MORTGAGE	Registered	16/05/2023

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

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

Street Address: UNIT 160 WHITEHORSE ROAD BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL
Effective from 16/05/2023

OWNERS CORPORATIONS

The land in this folio is affected by



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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS827726Q

OWNERS CORPORATION 2 PLAN NO. PS827726Q

DOCUMENT END



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Document Type	Plan
Document Identification	PS827726Q
Number of Pages (excluding this cover sheet)	65
Document Assembled	31/07/2023 13:52

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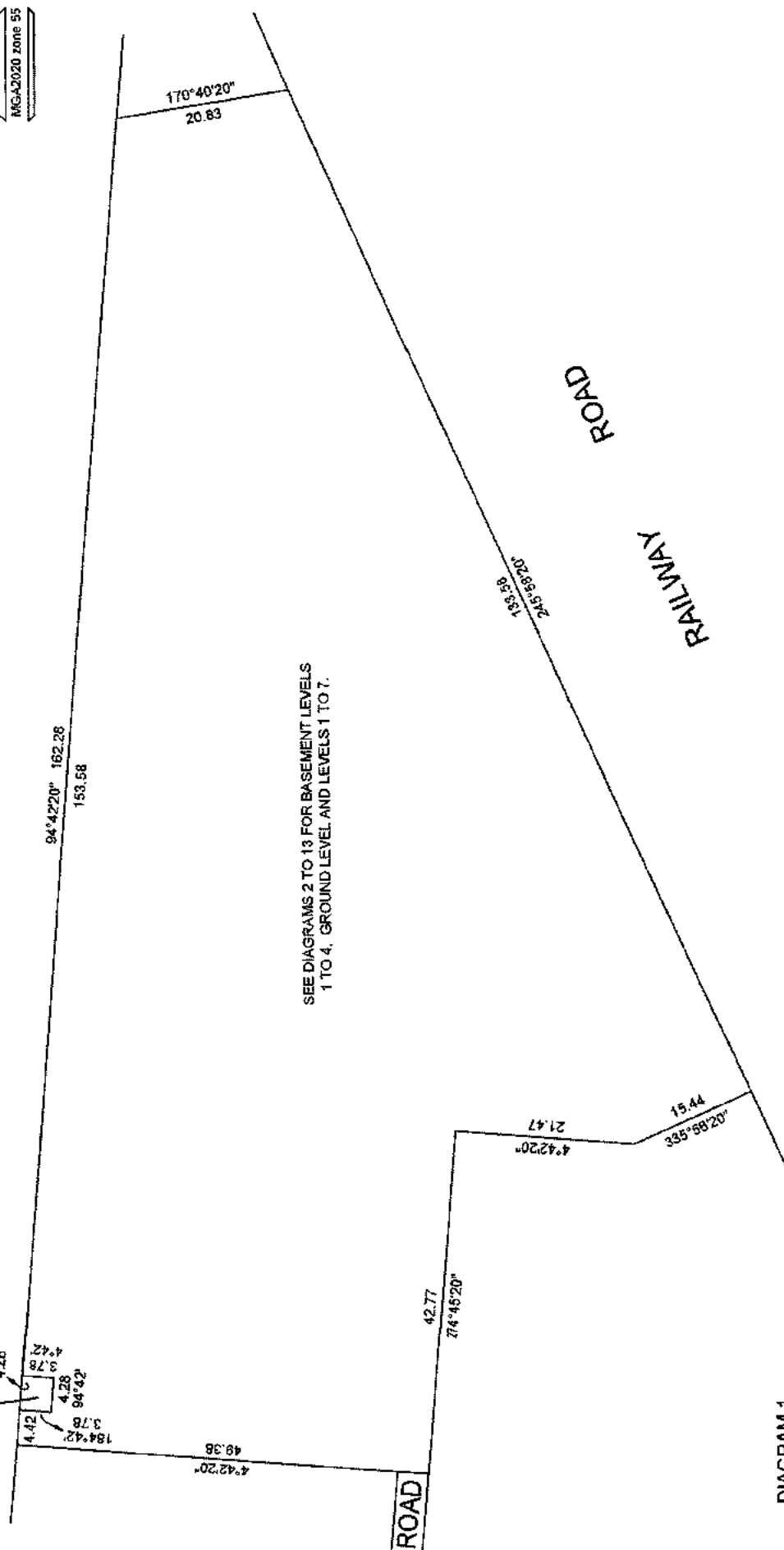
PLAN OF SUBDIVISION			LV use only EDITION 3	PS 827726Q
Location of Land Parish: NUNAWADING Township: - Section: - Crown Allotment: - Crown Portion: 82 (PART) & 82A (PART) Title Reference: VOL. 11029 FOL. 547 Last Plan Reference: LOT 2 ON PS605588P Postal Address: 160 WHITEHORSE ROAD (at time of subdivision) BLACKBURN 3130 MGA94 Co-ordinates E 337 730 Zone: 55 (of approx. centre N 5 812 750 of land in plan)			Council Certification and Endorsement Council Name: WHITEHORSE CITY COUNCIL Ref:	
Vesting of Roads and/or Reserves			Notations	
Identifier	Council/Body/Person		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' INTERIOR FACE: ALL OTHER BOUNDARIES ALL PART LOTS NOTED AS * ARE LIMITED IN HEIGHT TO 2.10m ABOVE THE FLOOR. ALL OTHER LOTS ARE LIMITED IN HEIGHT TO THE CEILING LEVEL. THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES. P - PROJECTION OF UNDERSIDE OF CEILING UNLESS NOTED OTHERWISE THE STRUCTURE OF ALL WALLS, FLOORS, CEILINGS, WINDOW, DOOR AND BALUSTRADE WHICH DEFINE BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY No.1. ALL COLUMNS, BEAMS, SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICAL CONSUMER MAINS CABLES WHETHER OR NOT SHOWN ON THIS PLAN ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. CP1 or CP No.1 DENOTES COMMON PROPERTY No.1 BUILDING ELEMENTS (NON-BOUNDARY) ARE SHOWN THUS	
RESERVE No.1	United Energy Distribution Pty Ltd			
Notations				
Depth Limitation	DOES NOT APPLY			
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information. COMMON PROPERTY No.1 IS ALL OF THE LAND IN THIS PLAN EXCEPT THE LOTS AND COMMON PROPERTIES No.2 AND 3. Staging This is a staged subdivision Planning Permit No. VM-2021/186 Survey This plan is based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.				
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance			A - Appurtenant Easement R - Encumbering Easement (Road)	
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/in Favour Of
E-1	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS ON THIS PLAN
LAND DIMENSIONS 		A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0398 www.landdimensions.net.au		SURVEYORS FILE REF: 18529CP-S10 LICENSED SURVEYOR: NEIL OLIVER VERSION CP-S10
		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 64 SHEETS	
THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN				

PLAN OF SUBDIVISION						LV use only		PS 827726Q			
LOT INDEX SHEET											
LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET
1	8, 37	201A	10, 42	307B	11, 46	406D	12, 50	606B	14, 55		
2	8, 37	202A	10, 42	308B	11, 46	407D	12, 50	607B	14, 55		
3	8, 37	203A	10, 42	309B	11, 46	408D	12, 50	608B	14, 55		
4	8, 37	204A	10, 42	310B	11, 46	409D	12, 50	609B	14, 55		
5	8, 38	205A	10, 42	311B	11, 46	410D	12, 50	610B	14, 55		
6	8, 38	206A	10, 42	312B	11, 46	501A	13, 51	611B	14, 55		
7	8, 37	207A	10, 42	313B	11, 46	502A	13, 51	601C	14, 56		
8	8, 37	208A	10, 42	314B	11, 46	503A	13, 51	602C	14, 56		
9	7	209A	10, 42	301C	11, 47	504A	13, 51	603C	14, 55		
10	7	210A	10, 42	302C	11, 47	505A	13, 51	604C	14, 55		
12	8, 38	211A	10, 42	303C	11, 46	506A	13, 51	605C	14, 55		
13	8, 36	212A	10, 42	304C	11, 46	507A	13, 51	606C	14, 55		
14	8, 36	213A	10, 42	305C	11, 46	508A	13, 51	608C	14, 56		
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16	8, 36	202B	10, 43	307C	11, 46	510A	13, 51	601D	14, 56		
G01A	8, 36	203B	10, 43	308C	11, 46	511A	13, 51	602D	14, 56		
G02A	8, 36	204B	10, 43	309C	11, 47	512A	13, 51	603D	14, 56		
G03A	8, 36	205B	10, 43	310C	11, 47	513A	13, 51	604D	14, 56		
G04A	8, 36	206B	10, 43	301D	11, 47	501B	13, 52	605D	14, 56		
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G06A	8, 36	208B	10, 43	303D	11, 47	503B	13, 52	607D	14, 56		
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105A	9, 39	213B	10, 43	308D	11, 47	508B	13, 52	704A	15, 57		
106A	9, 39	214B	10, 43	309D	11, 47	509B	13, 52	705A	15, 57		
107A	9, 39	201C	10, 44	310D	11, 47	510B	13, 52	706A	15, 57		
108A	9, 39	202C	10, 44	401A	12, 48	512B	13, 52	701D	15, 58		
109A	9, 39	203C	10, 43	402A	12, 48	501C	13, 53	702D	15, 58		
110A	9, 39	204C	10, 43	403A	12, 48	502C	13, 53	703D	15, 58		
111A	9, 39	205C	10, 43	404A	12, 48	503C	13, 52	704D	15, 58		
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101B	9, 40	208C	10, 43	407A	12, 48	506C	13, 52	707D	15, 58		
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103B	9, 40	210C	10, 44	409A	12, 48	508C	13, 53	709D	15, 58		
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107B	9, 40	204D	10, 44	413A	12, 48	503D	13, 53	S14	8		
108B	9, 40	205D	10, 44	401B	12, 49	504D	13, 53	S15	8, 36		
109B	9, 40	206D	10, 44	403B	12, 49	505D	13, 53	S17	7, 34, 35		
110B	9, 40	207D	10, 44	404B	12, 49	506D	13, 53				
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103C	9, 40	304A	11, 45	411B	12, 49	603A	14, 54				
104C	9, 40	305A	11, 45	412B	12, 49	604A	14, 54				
105C	9, 40	306A	11, 45	401C	12, 50	605A	14, 54				
106C	9, 40	307A	11, 45	402C	12, 50	606A	14, 54				
107C	9, 40	308A	11, 45	403C	12, 49	607A	14, 54				
108C	9, 40	309A	11, 45	404C	12, 49	608A	14, 54				
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110C	9, 41	311A	11, 45	406C	12, 49	610A	14, 54				
101D	9, 41	312A	11, 45	407C	12, 49	611A	14, 54				
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105D	9, 41	303B	11, 46	402D	12, 50	602B	14, 55				
106D	9, 41	304B	11, 46	403D	12, 50	603B	14, 55				
107D	9, 41	305B	11, 46	404D	12, 50	604B	14, 55				
108D	9, 41	306B	11, 46	405D	12, 50	605B	14, 55				
LAND DIMENSIONS						A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au		ORIGINAL SHEET SIZE: A3		SHEET 2	
						LICENSED SURVEYOR: NEIL OLIVER VERSION A-S2					

PS 827726Q

WHITEHORSE
ROAD

RESERVE No.1
16.2m²



SEE DIAGRAMS 2 TO 13 FOR BASEMENT LEVELS 1 TO 4, GROUND LEVEL AND LEVELS 1 TO 7.

DIAGRAM 1
SITE PLAN AND
SITE DIMENSIONS

A.C.N. 129 540 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.laddimensions.net.au



SCALE
1:500

0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYOR'S FILE REF: 18529CP-52
VERSION A-52

ORIGINAL SHEET
SIZE: A3

SHEET 3

PS 827726Q

WHITEHORSE ROAD

RESERVE No.1

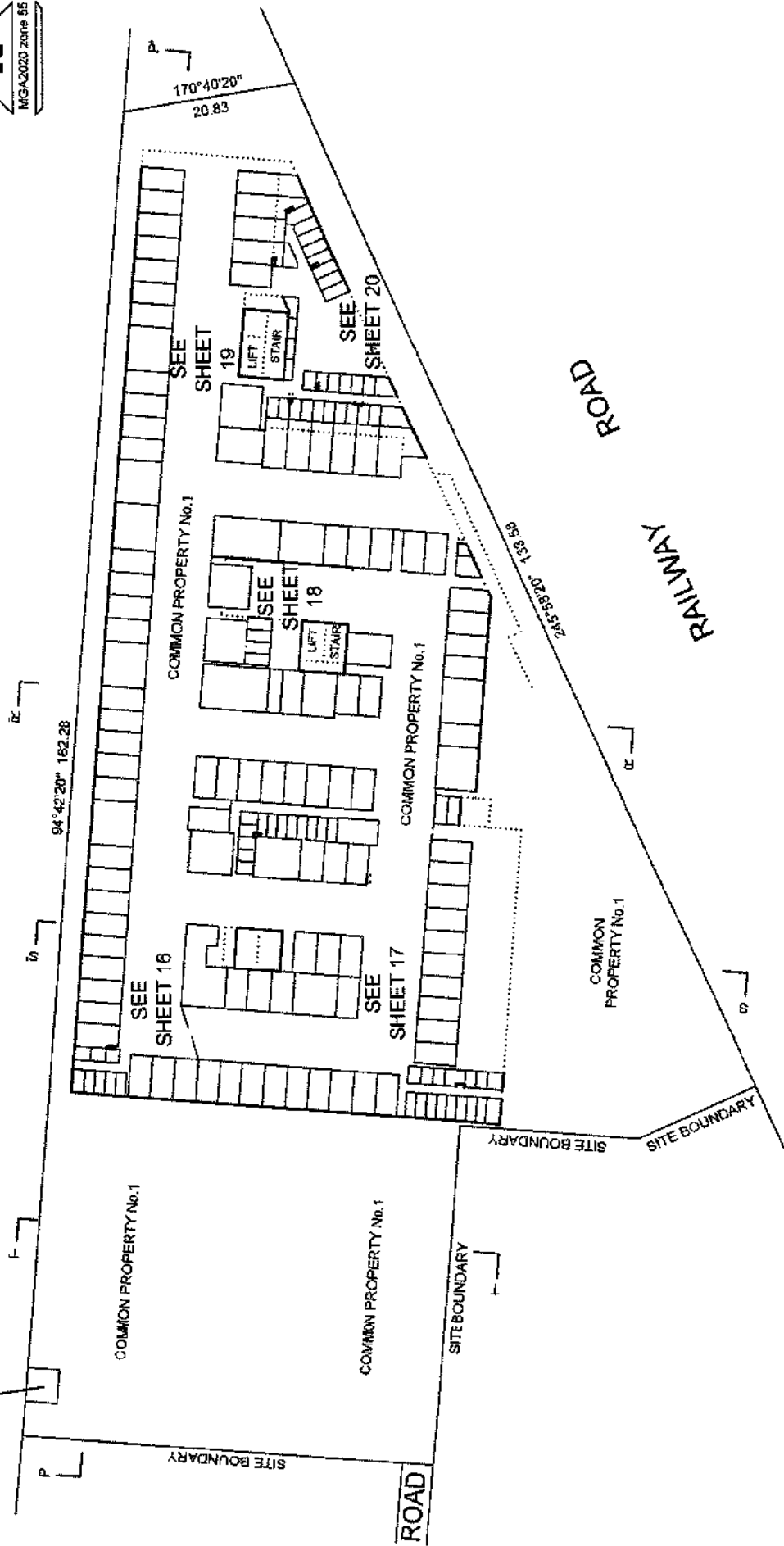


DIAGRAM 2
BASEMENT LEVEL 4

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mudgeville
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:500

5 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 19520CP-52
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 4

PS 827726Q

WHITEHORSE ROAD

RESERVE No.1

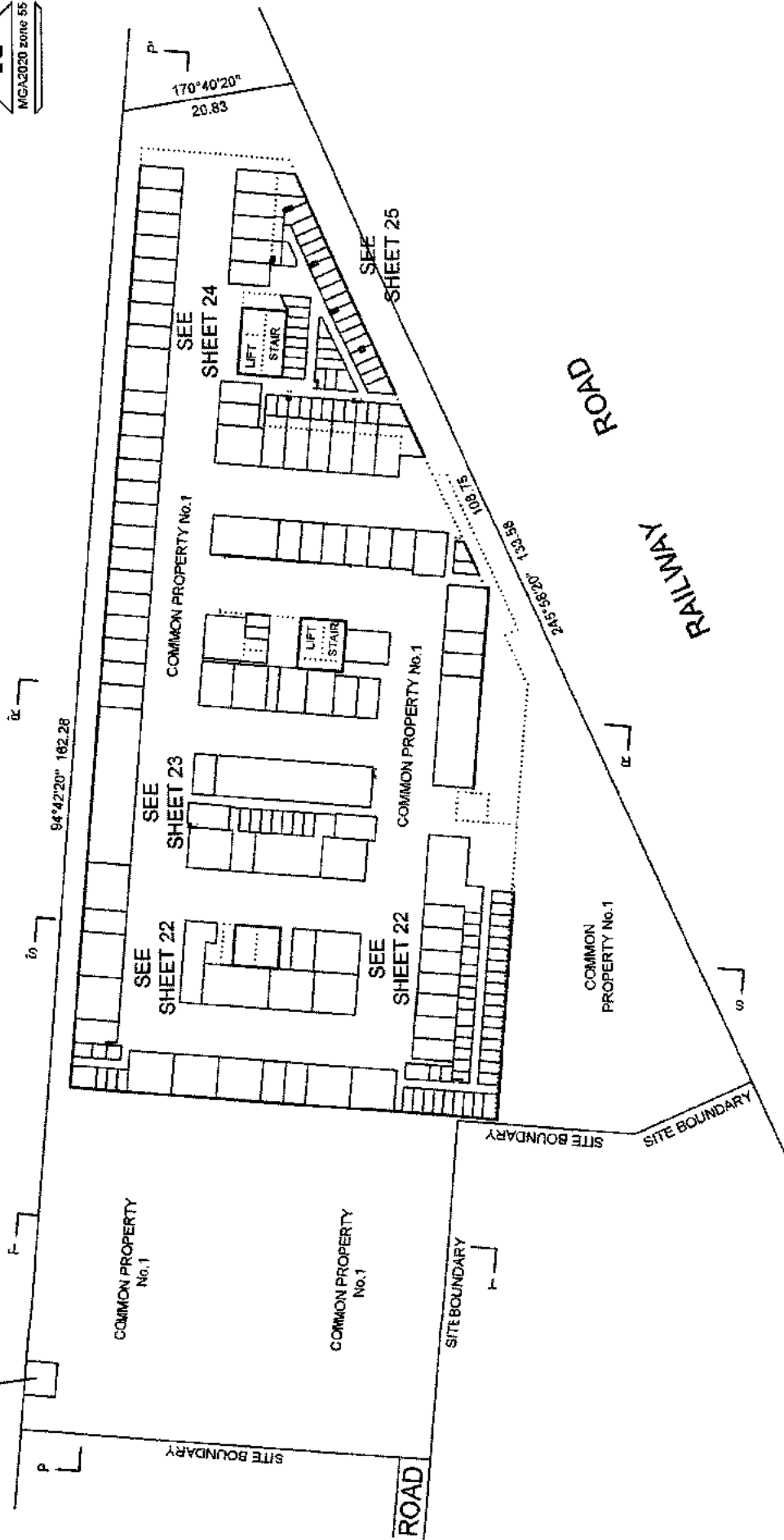


DIAGRAM 3
BASEMENT LEVEL 3



A.C.N. 120 548 054
Level 1 Suite 2
327 Police Road, Maitland
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:500
LENGTHS ARE IN METRES
0 5 10 20
LICENCED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-B2

ORIGINAL SHEET
SIZE: A3
SHEET 5

PS 827726Q

WHITEHORSE ROAD

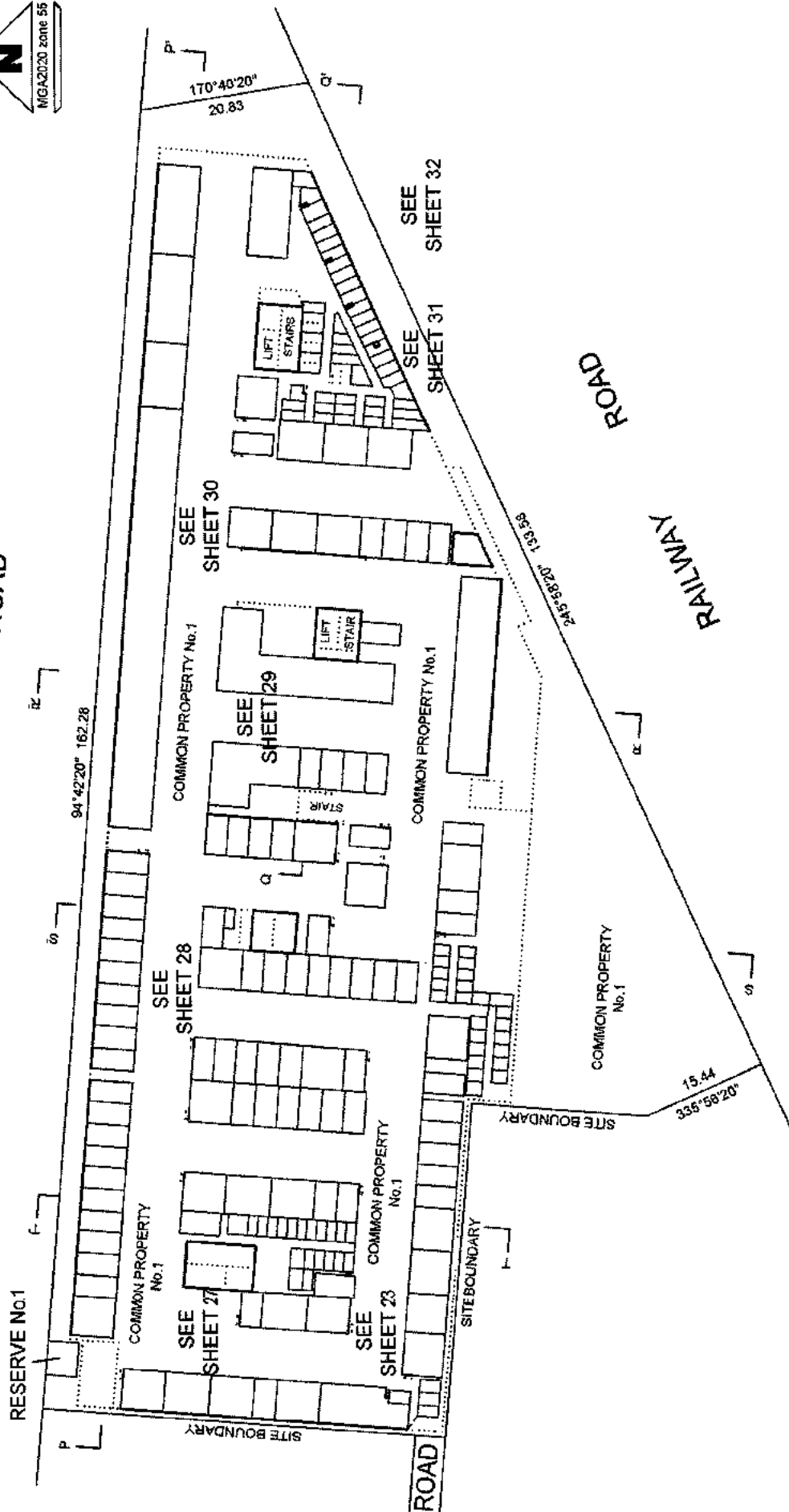


DIAGRAM 4
BASEMENT LEVEL 2

 LAND DIMENSIONS A.C.N. 129 549 054 Level 1 Suite 2 327 Police Road, Mordialfra Tel: (03) 9790 0096 www.landdimensions.net.au	LICENSED SURVEYOR: NEIL OLIVER SURVEYORS FILE REF: 18539CP-S2 VERSION A-S2		SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6



LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9760 0399
www.landdimensions.net.au

E 00

5 0 10

LENGTHS ARE IN METRES

LICENCED SURVEYOR: NEIL OLIVER

SURVEYOR'S FILE REF : 185230P-S2

VERSION A-S2

SCALE
1:500

5 10 20
LENGTHS ARE IN METRES

ORIGINAL SHEET SHEET 7



 LAND DIMENSIONS A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au	SCALE 1:500		5 0 10 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 8
	LICENSED SURVEYOR: NEIL OLIVER SURVEYORS FILE REF: 1622CP-S2 VERSION A-S2				

PS 827726Q

WHITEHORSE ROAD

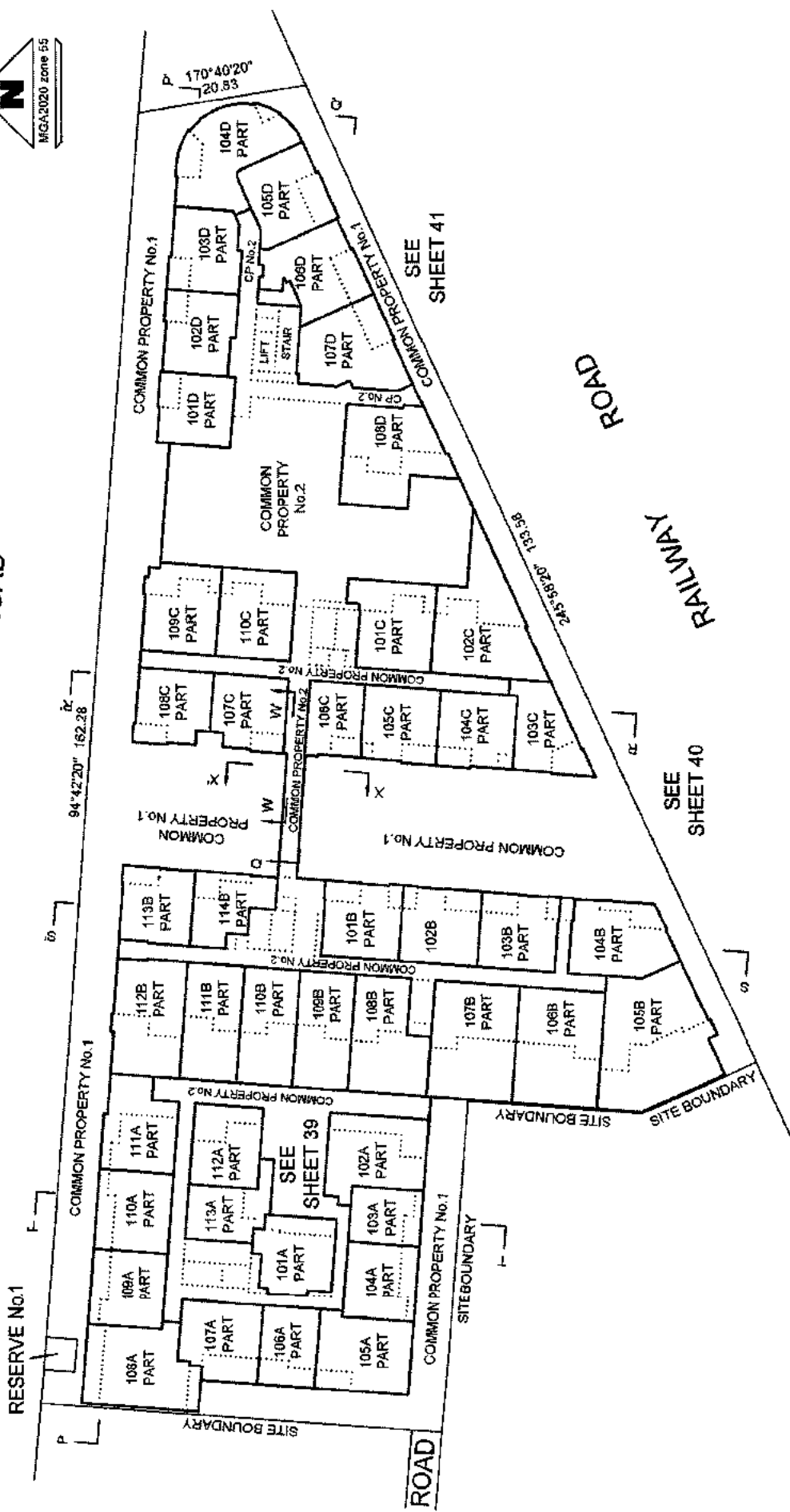


DIAGRAM 7
LEVEL 1

LAND DIMENSIONS



ACN 125 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel. (03) 9790 0399
www.landdimensions.net.au

SCALE 1:500	LENGTHS ARE IN METRES 0 5 10 20	ORIGINAL SHEET SIZE: A3	SHEET 9
LICENSED SURVEYOR: NEIL OLIVER SURVEYORS FILE REF: 18529CP-S2 VERSION A-S2			

PS 827726Q

WHITEHORSE ROAD

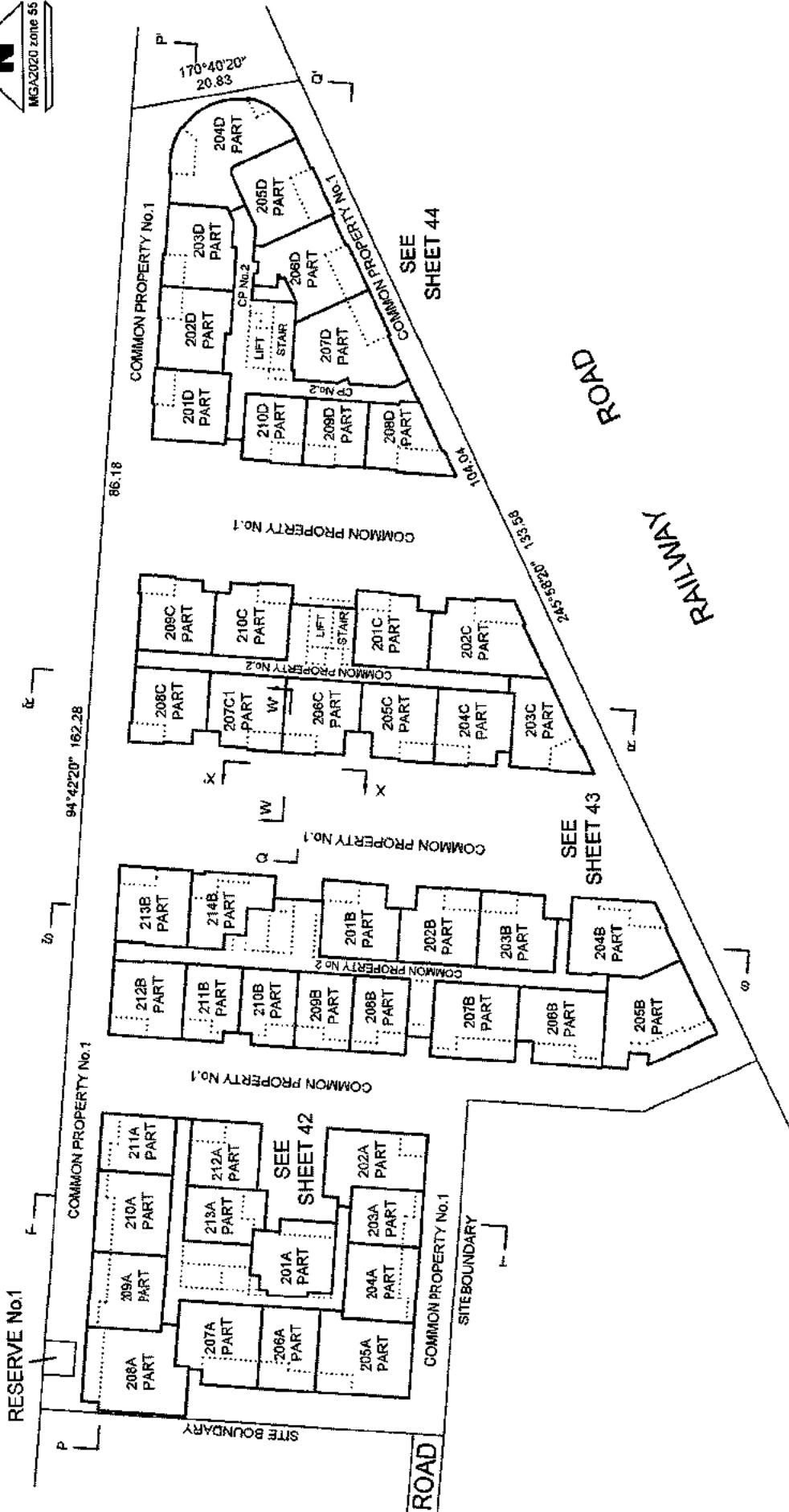


DIAGRAM 8
LEVEL 2



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Murrumbidgee
Tel. (03) 9790 0399
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SCALE
1:500
LENGTHS ARE IN METRES
5 10 20
ORIGINAL SHEET
SIZE: A3
SHEET 10
LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18520CP-S2
VERSION A-S2

PS 827726Q

WHITEHORSE ROAD

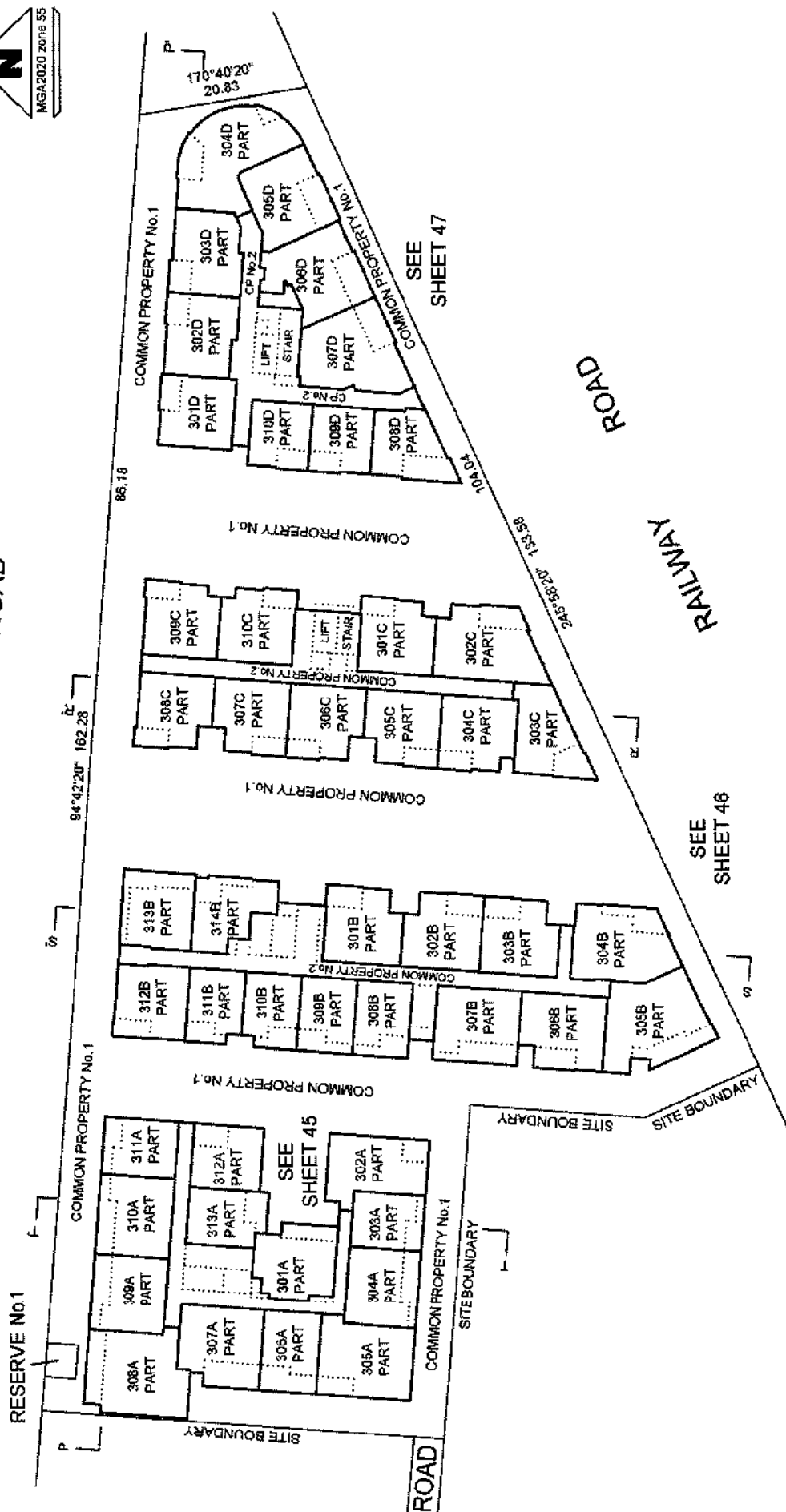


DIAGRAM 9
LEVEL 3

LAND DIMENSIONS		A.C.N. 128 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9750 0399 www.landdimensions.net.au		SCALE 1:500		5 0 10 20 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3	SHEET 11
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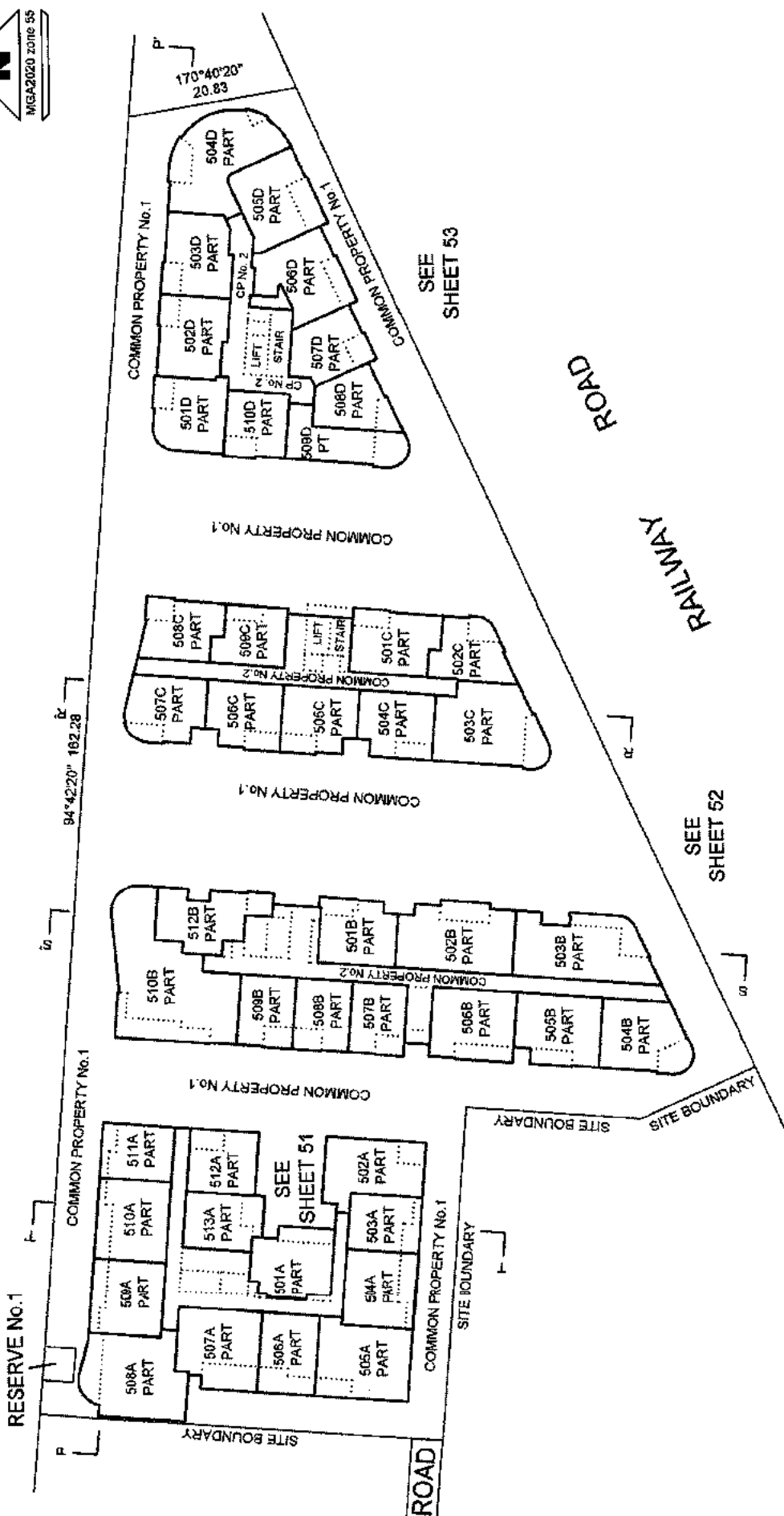
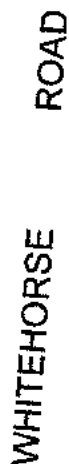


DIAGRAM 11
LEVEL 5



LAND DIMENSIONS
 A.C.N. 120 548 054
 Level 1 Suite 2
 327 Police Road, Mudgegrave
 Tel. (03) 9780 0399
www.landdimensions.net.au

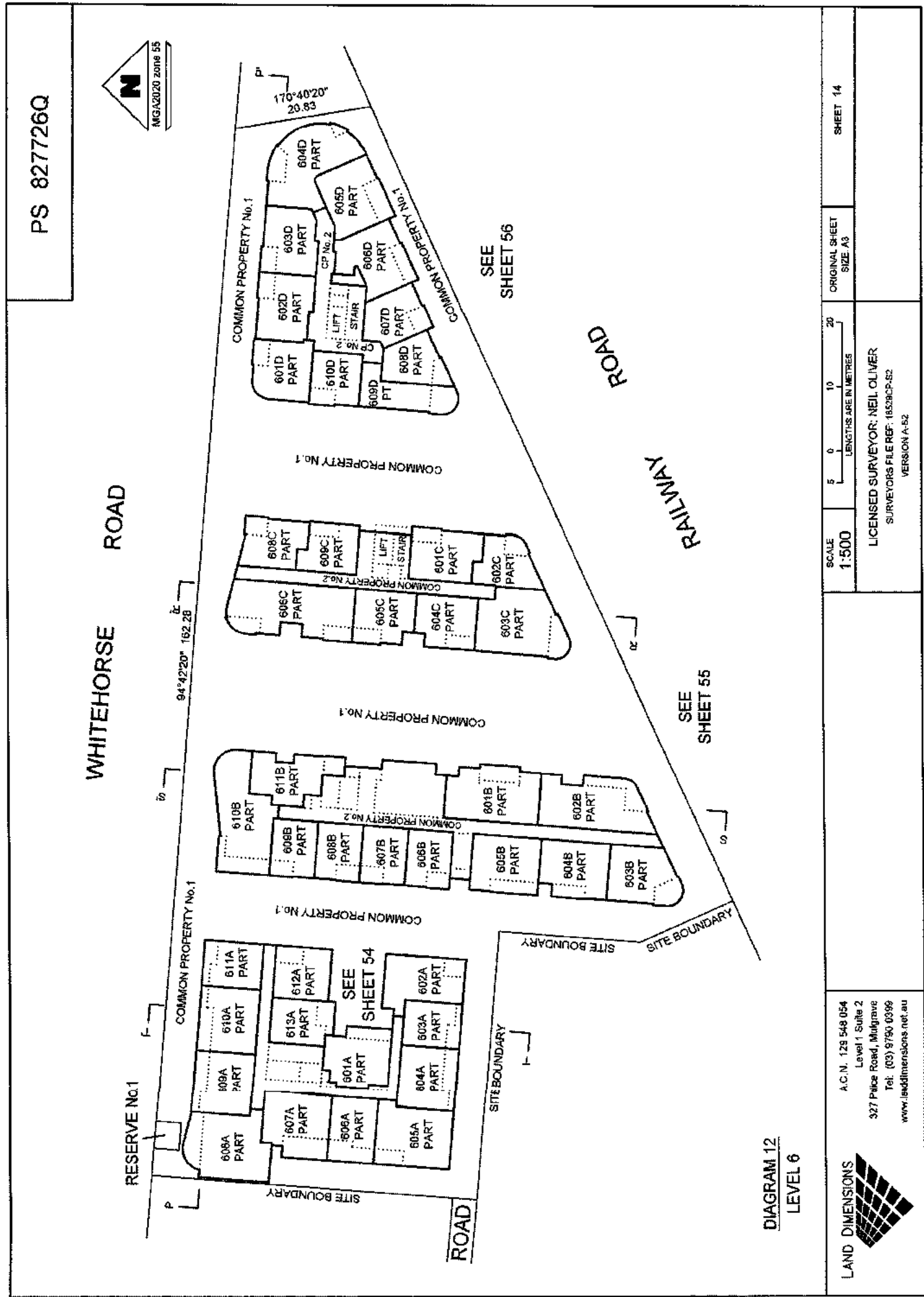
SCALE
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5 10 20
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 13

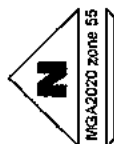
LICENSED SURVEYOR: NEIL OLIVER
 SURVEYORS FILE REF: 18530DP-S2
 VERSION A-S2



 LAND DIMENSIONS A.C.N. 129 548 054 Level 1, Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au	LICENSED SURVEYOR: NEIL OLIVER SURVEYORS FILE REF: 18529CP-52 VERSION A-52			ORIGINAL SHEET SIZE A3	SHEET 14
	SCALE 1:500	5 10 20 LENGTHS ARE IN METRES			

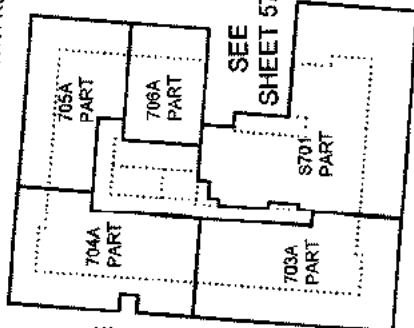
PS 827726Q

WHITEHORSE ROAD

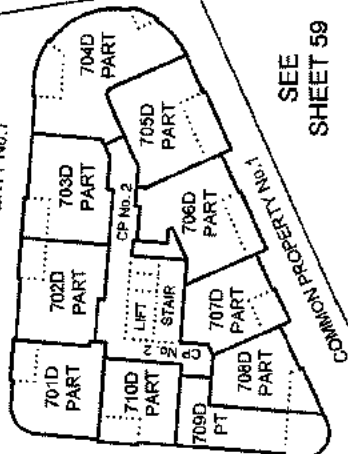


RESERVE No.1

COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1

SEE SHEET 59

RAILWAY

SITE BOUNDARY

SITE BOUNDARY

SITE BOUNDARY

ROAD

DIAGRAM 13
LEVEL 7



A.C.N. 129 546 054
Level 1 Suite 2
327 Police Road, Mudgee
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SCALE
1:500

LENGTHS ARE IN METRES
0 5 10 20

SHEET 15

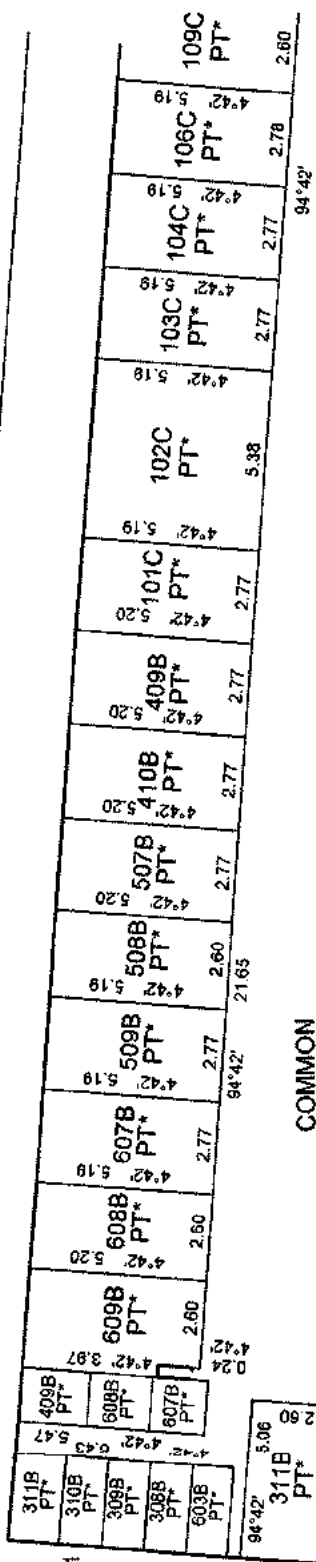
ORIGINAL SHEET
SIZE: A3

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 16529CP-82
VERSION A.52

PS 827726Q

WHITEHORSE ROAD

COMMON PROPERTY No.1

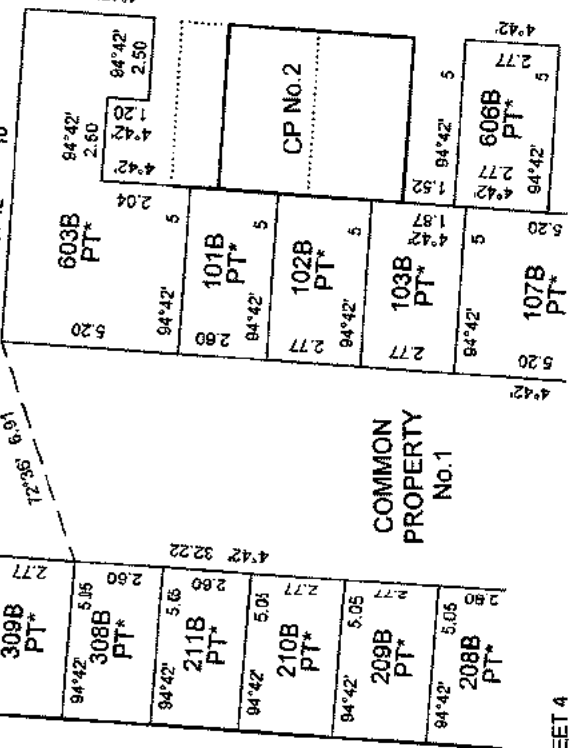


ENLARGEMENT 1
SEE SHEET 21

COMMON
PROPERTY
No.1

COMMON
PROPERTY
No.1

COMMON PROPERTY No.1



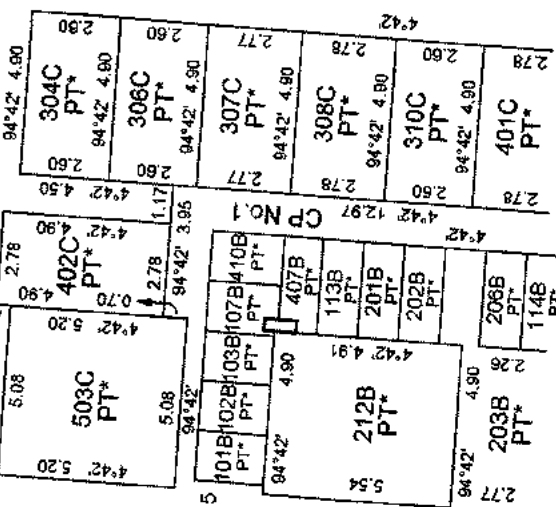
SEE SHEET 4

DIAGRAM 2(PART)
BASEMENT LEVEL 4

ENLARGEMENT 5
SEE SHEET 21

COMMON
PROPERTY
No.1

COMMON
PROPERTY
No.1



ENLARGEMENT 5
SEE SHEET 21

SEE SHEET 17 FOR CONTINUATION

LAND DIMENSIONS



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www.landdimensions.net.au

SCALE
1:150

LENGTHS ARE IN METRES
0 1.5 3 6

ORIGINAL SHEET
SIZE: A3

SHEET 16

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18520CP-S2
VERSION A-S2

WHITEHORSE ROAD

PS 827726Q

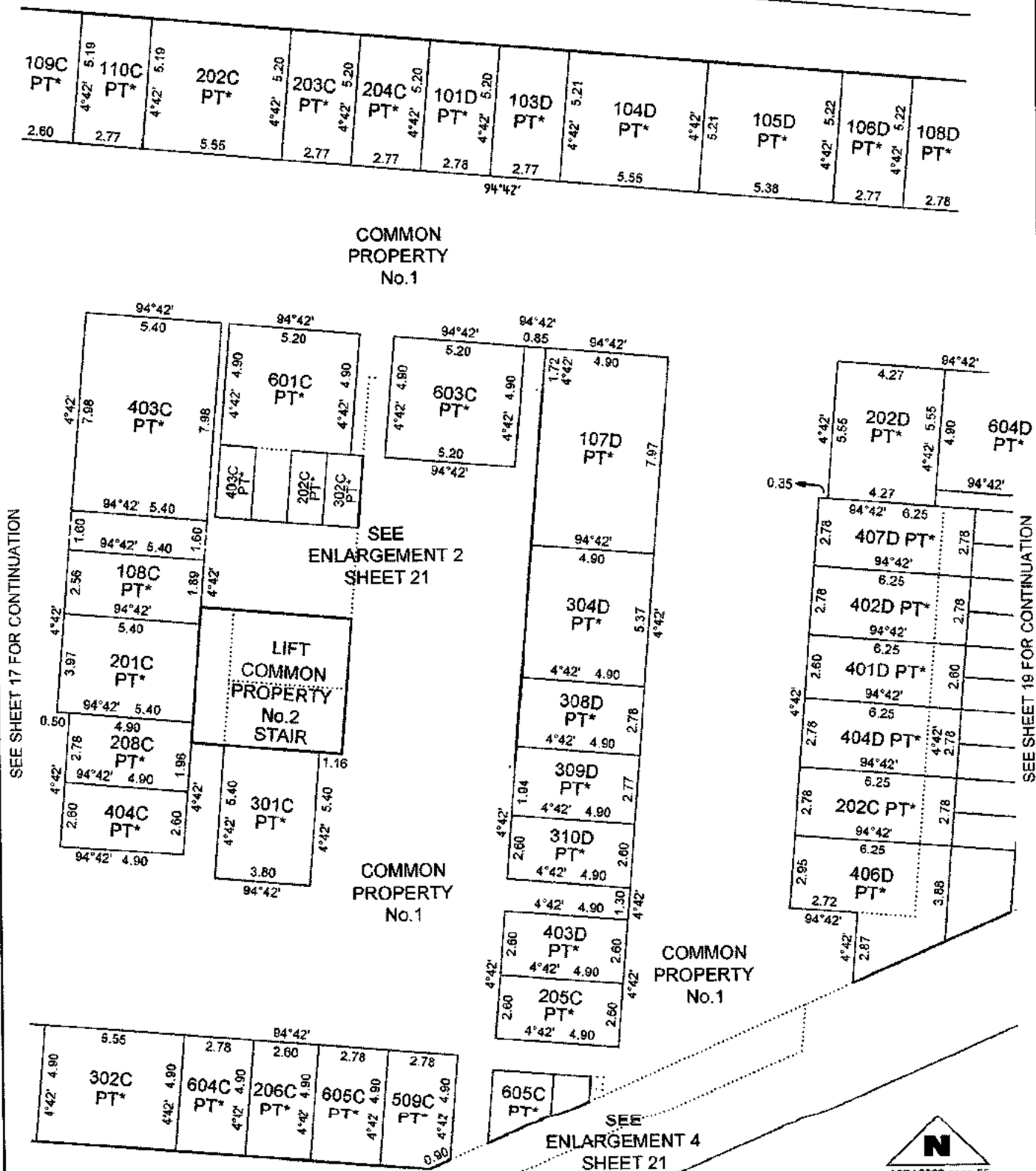


DIAGRAM 2 (PART)
BASEMENT LEVEL 4

LAND DIMENSIONS



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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 18

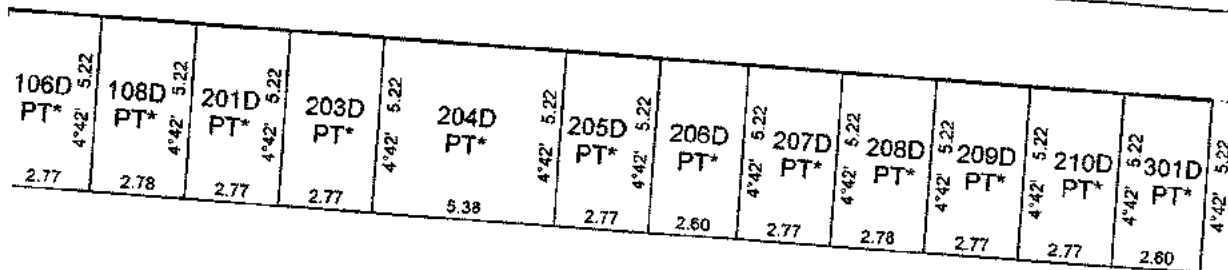




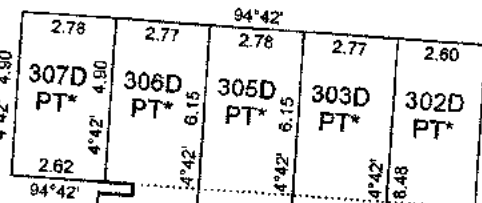
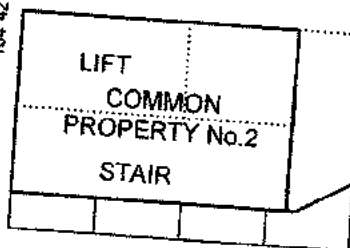
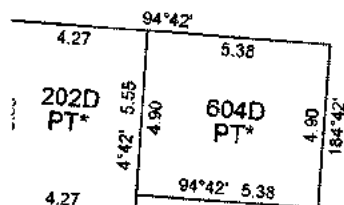
PS 827726Q

WHITEHORSE ROAD

SITE BOUNDARY

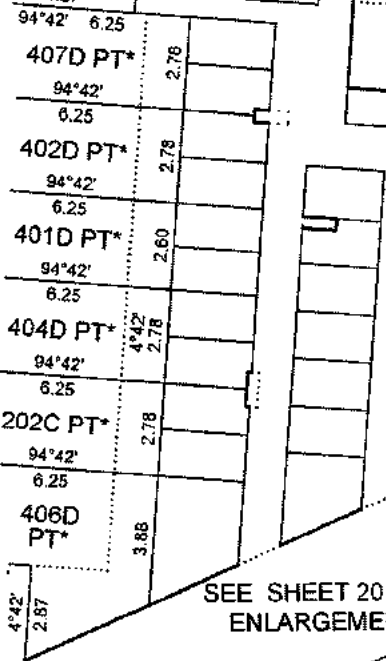


COMMON
PROPERTY
No.1



SEE SHEET 20 FOR
ENLARGEMENT

COMMON
PROPERTY
No.1



SEE SHEET 20 FOR
ENLARGEMENT

RAILWAY ROAD

SEE SHEET 18 FOR CONTINUATION

SEE SHEET 18 FOR CONTINUATION

DIAGRAM 2 (PART)
BASEMENT LEVEL 4

LAND DIMENSIONS



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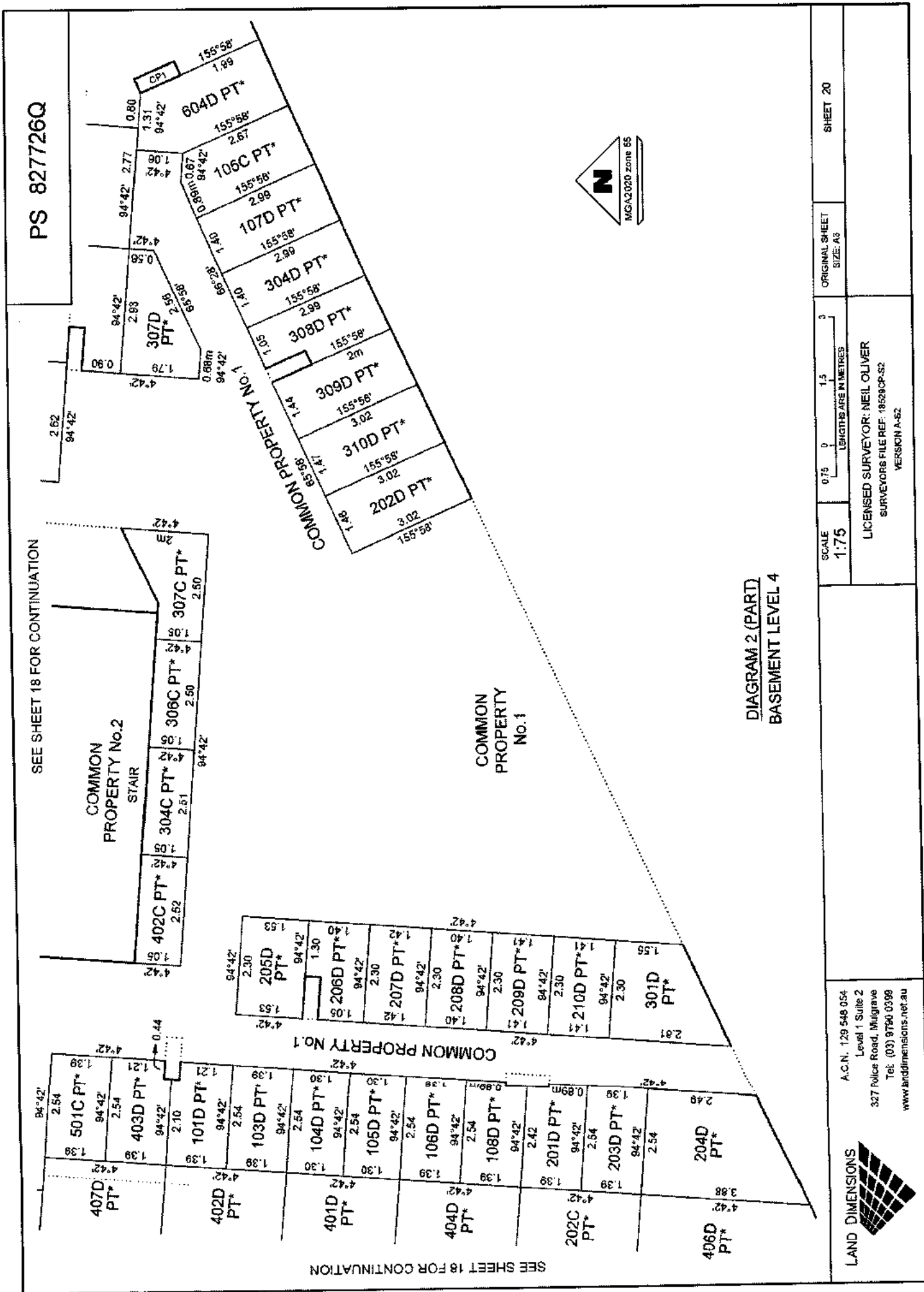
SCALE
1:150



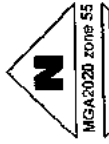
LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

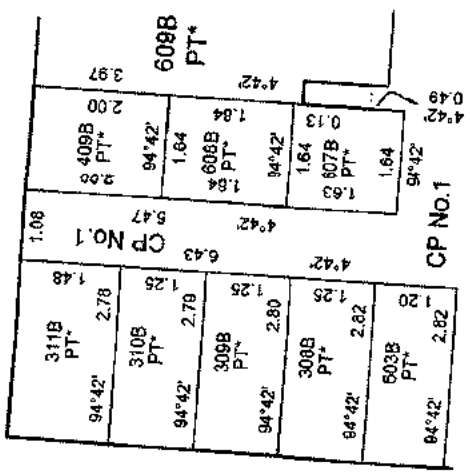
SHEET 19



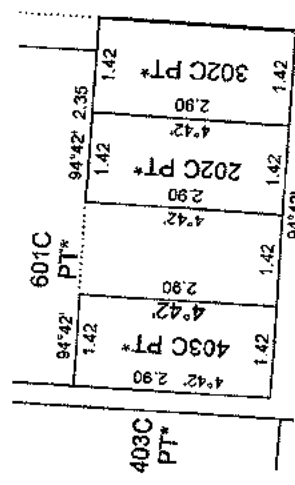
PS 827726Q



SEE SHEET 16 FOR CONTINUATION



ENLARGEMENT 1



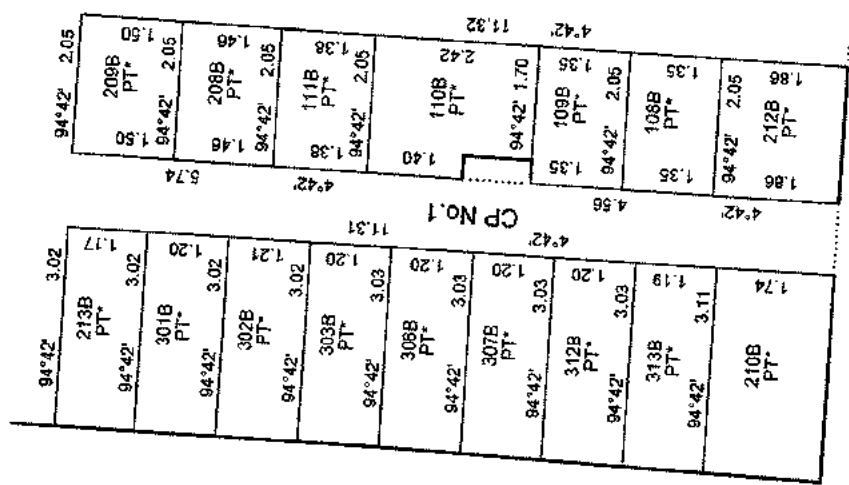
COMMON PROPERTY No.1

ENLARGEMENT 2

SEE SHEET 4
DIAGRAM 2

ENLARGEMENTS
BASEMENT LEVEL 4

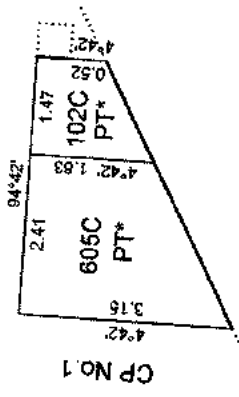
SEE SHEET 17 FOR CONTINUATION



ENLARGEMENT 3

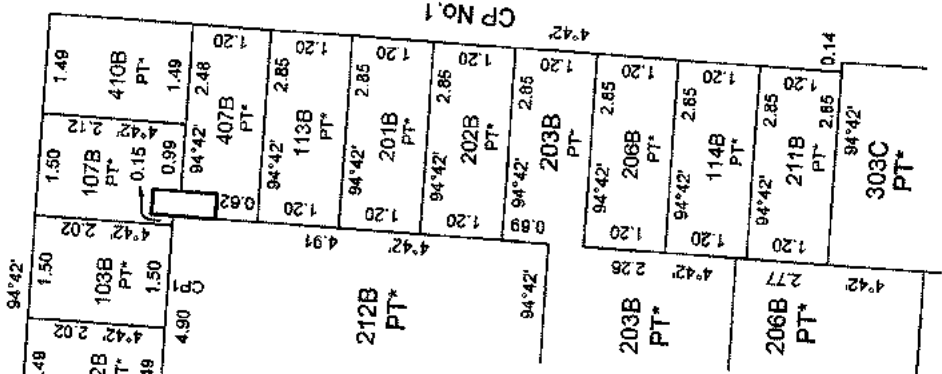
SEE SHEET 17 FOR CONTINUATION

CP No.1



ENLARGEMENT 4

SEE SHEET 16 FOR CONTINUATION



ENLARGEMENT 5

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SCALE
1:75

LENGTHS ARE IN METRES
0 0.75 1.5 3

ORIGINAL SHEET
SIZE: A3

SHEET 21

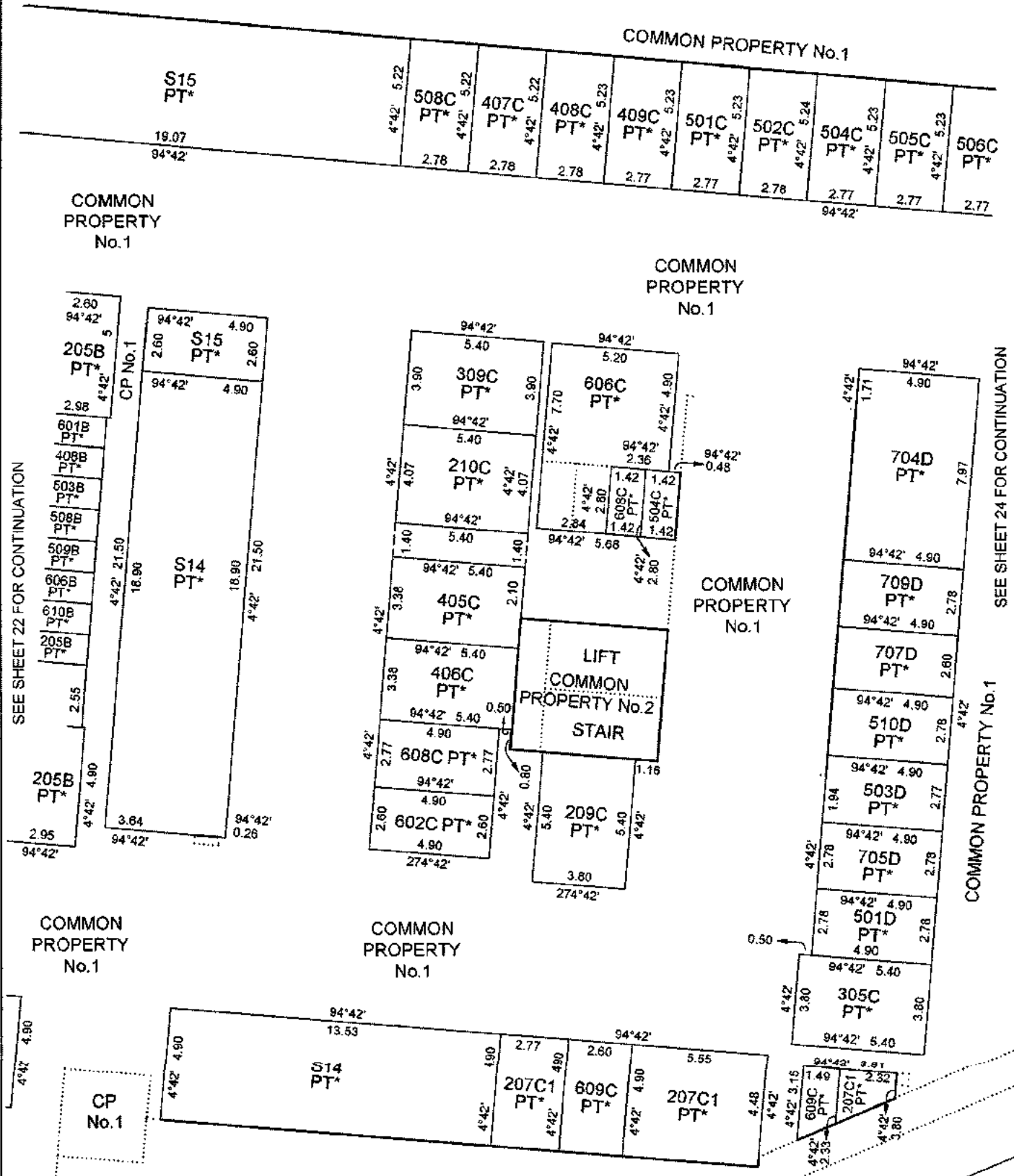
LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

SHEET 22

DIAGRAM 3 (PART)
BASEMENT LEVEL 3



PS 827726Q



SEE SHEET 24 FOR CONTINUATION

COMMON PROPERTY No.1

LAND DIMENSIONS



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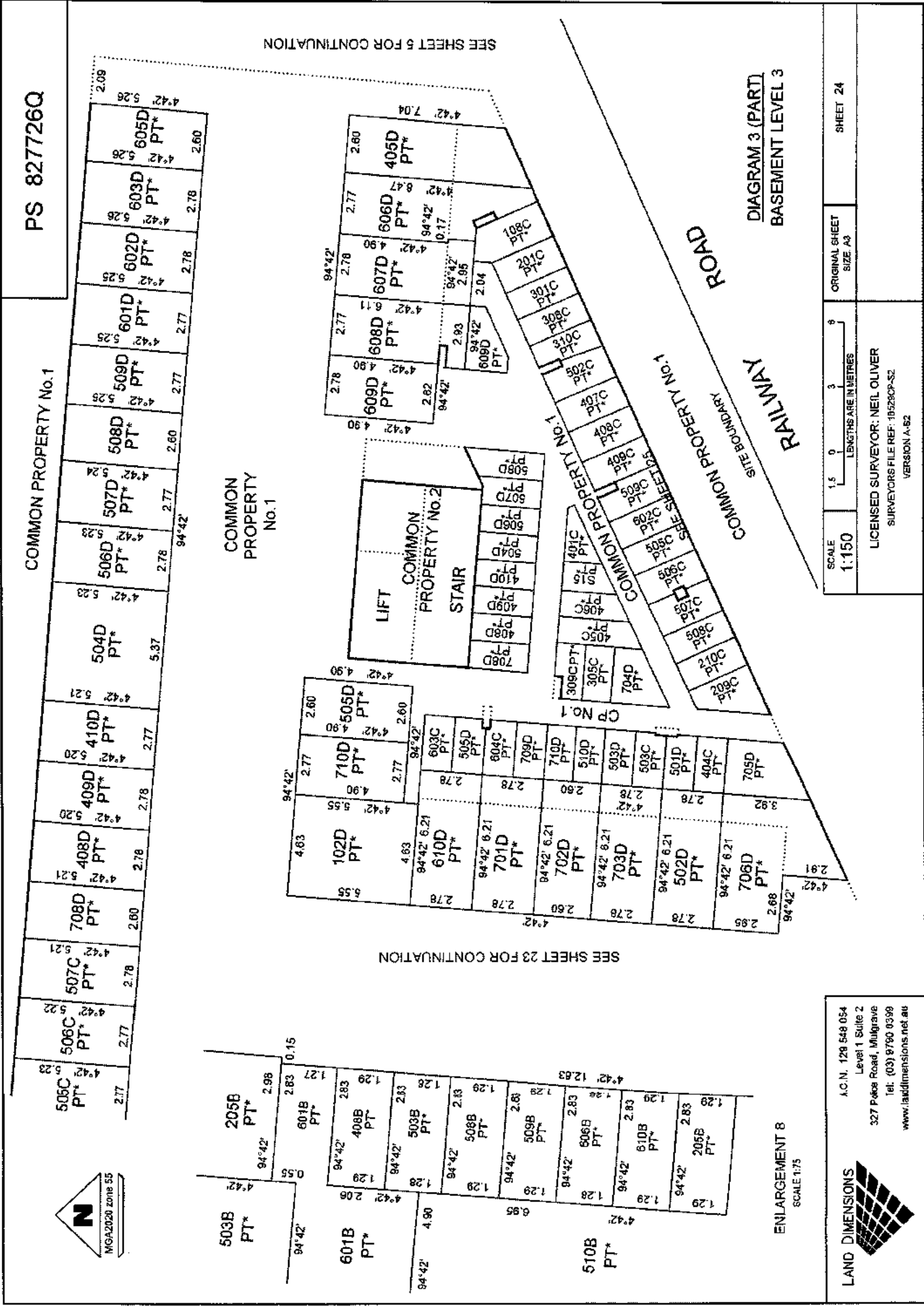
SCALE
1:150

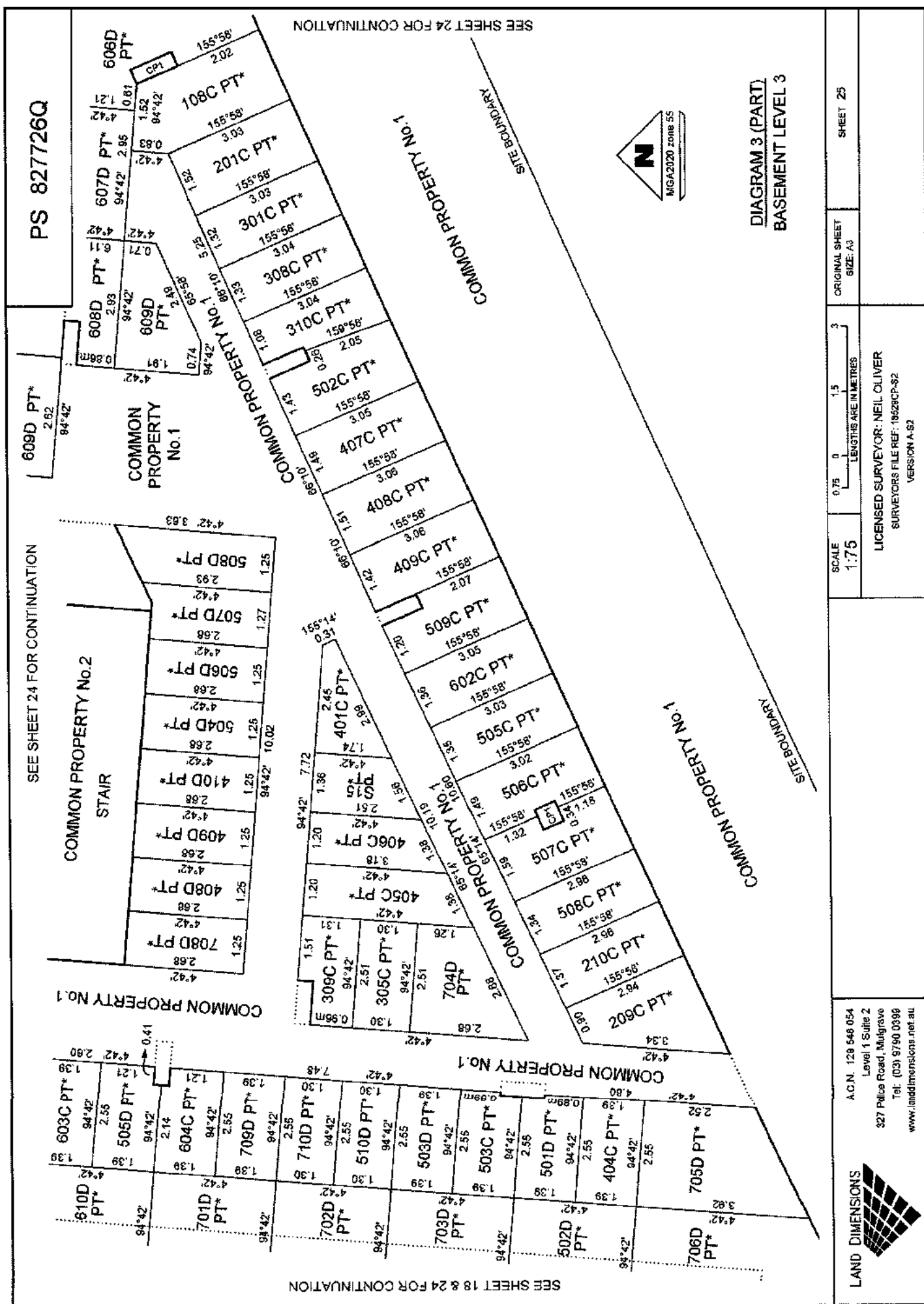
1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 23





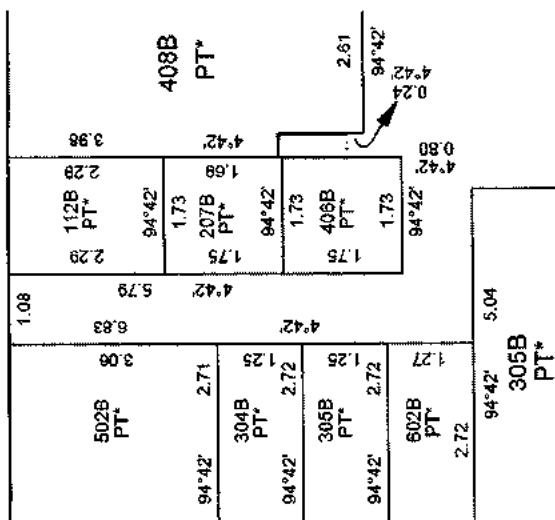
**ENLARGEMENTS
BASEMENT LEVEL 3**

SEE SHEET 22 FOR CONTINUATION

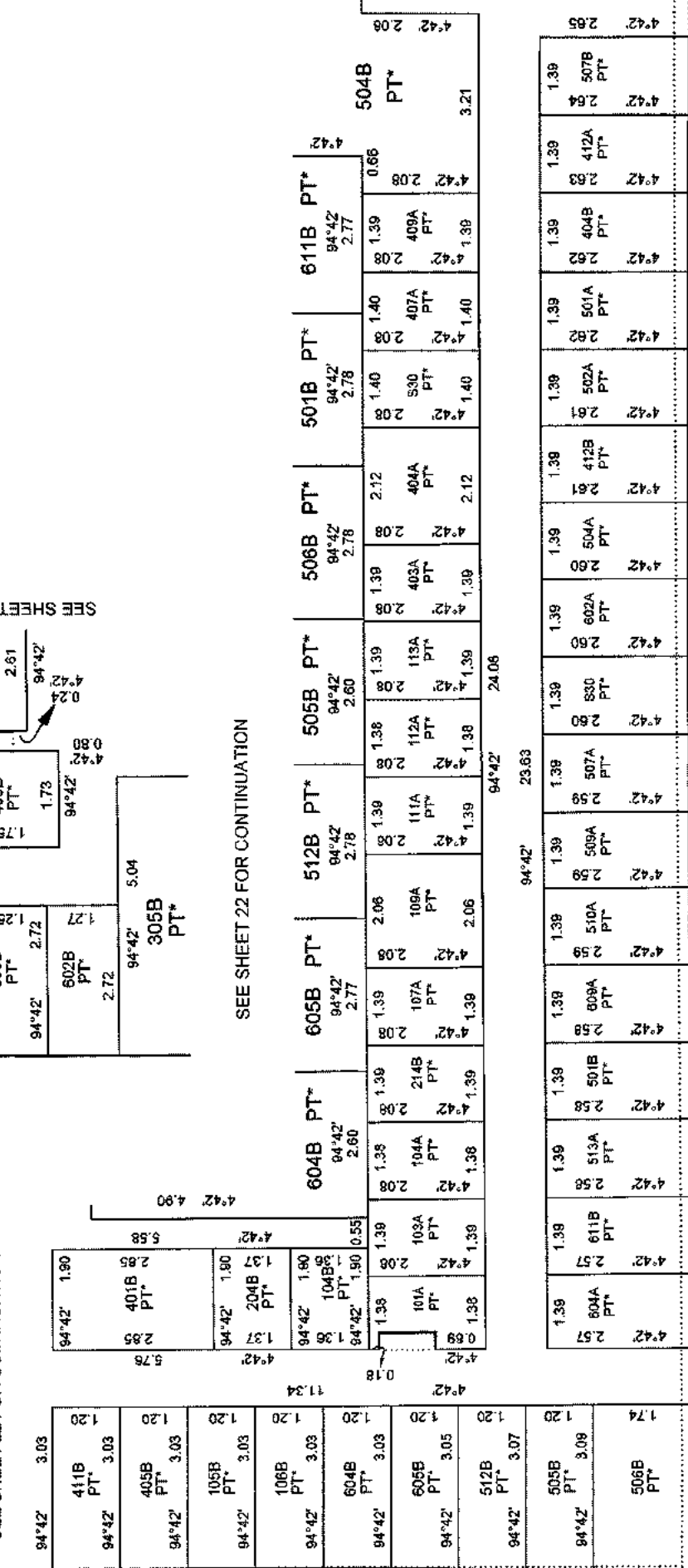


ENLARGEMENT 6

SEE SHEET 22 FOR CONTINUATION



SEE SHEET 22 FOR CONTINUATION



ENLARGEMENT 7



A.C.N. 129 548 054
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5 0.75 0 1.5 3
 LENGTHS ARE IN METRES
 ORIGINAL SHEET SIZE: A3
 SHEET 26
 LICENSED SURVEYOR: NEIL OLIVER
 SURVEYORS FILE REF: 19329CP-S2
 VERSION A-S2

SCALE
1:75

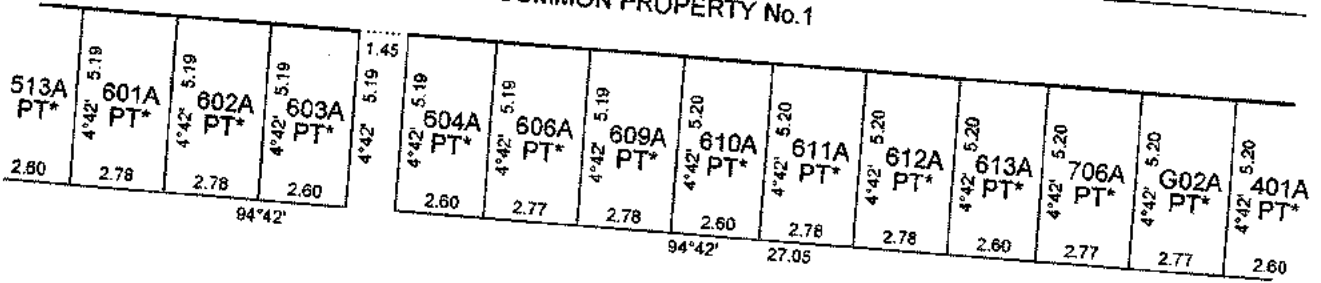
0.75 1 1.5 2
LENGTHS ARE IN METRES

SHEET 26

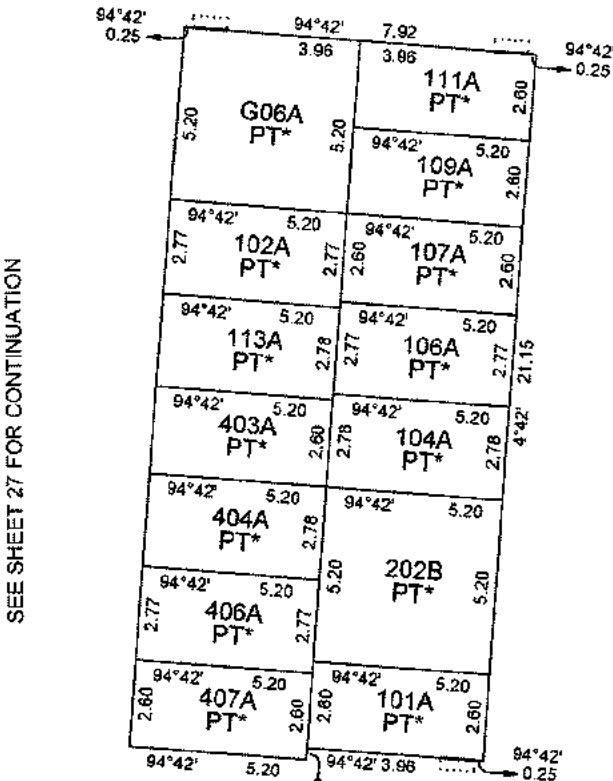


PS 827726Q

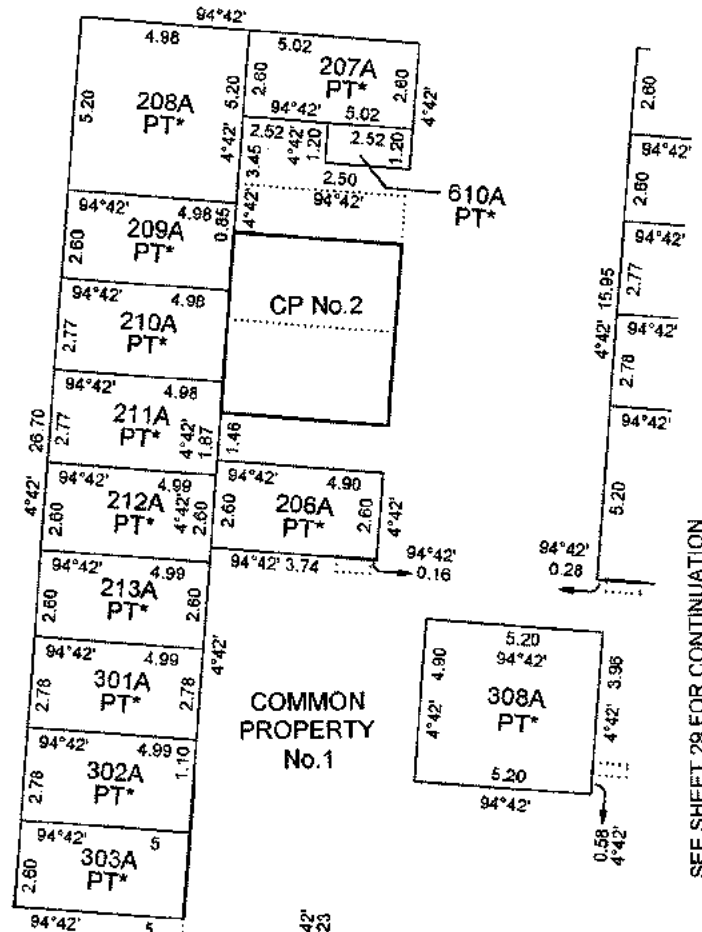
COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1

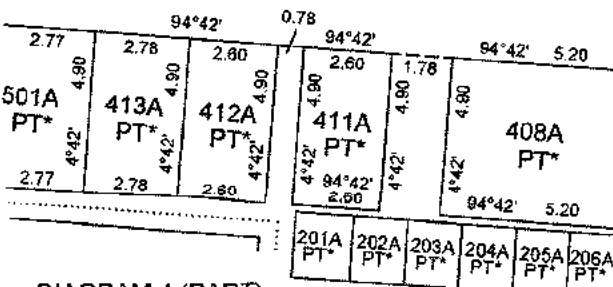
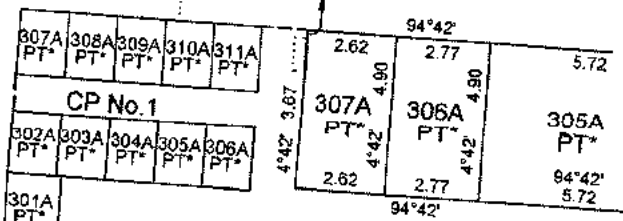
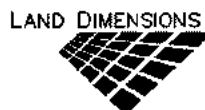


DIAGRAM 4 (PART)
BASEMENT LEVEL 2



ENLARGEMENT 9
SEE SHEET 33



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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18528CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 28

SEE SHEET 27 FOR CONTINUATION

SEE SHEET 29 FOR CONTINUATION

PS 827726Q



SEE SHEET 28 FOR CONTINUATION

SEE SHEET 30 FOR CONTINUATION

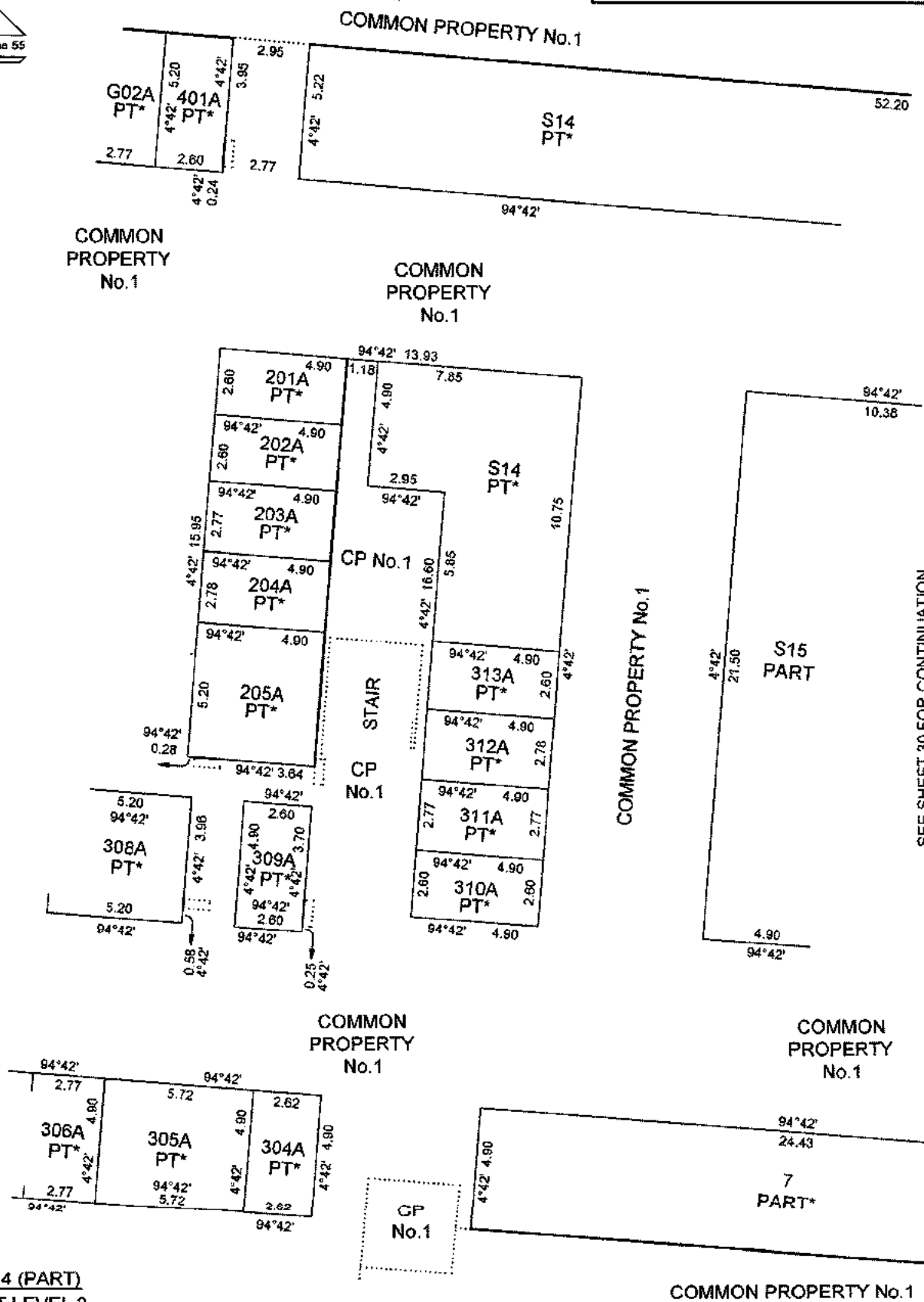


DIAGRAM 4 (PART)
BASEMENT LEVEL 2

COMMON PROPERTY No. 1

LAND DIMENSIONS



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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 29

PS 827726Q



WHITEHORSE ROAD

SITE BOUNDARY
COMMON PROPERTY No.1

52.20

S14
PT*

52.20

94°42'

COMMON
PROPERTY
No.1

COMMON
PROPERTY
No.1

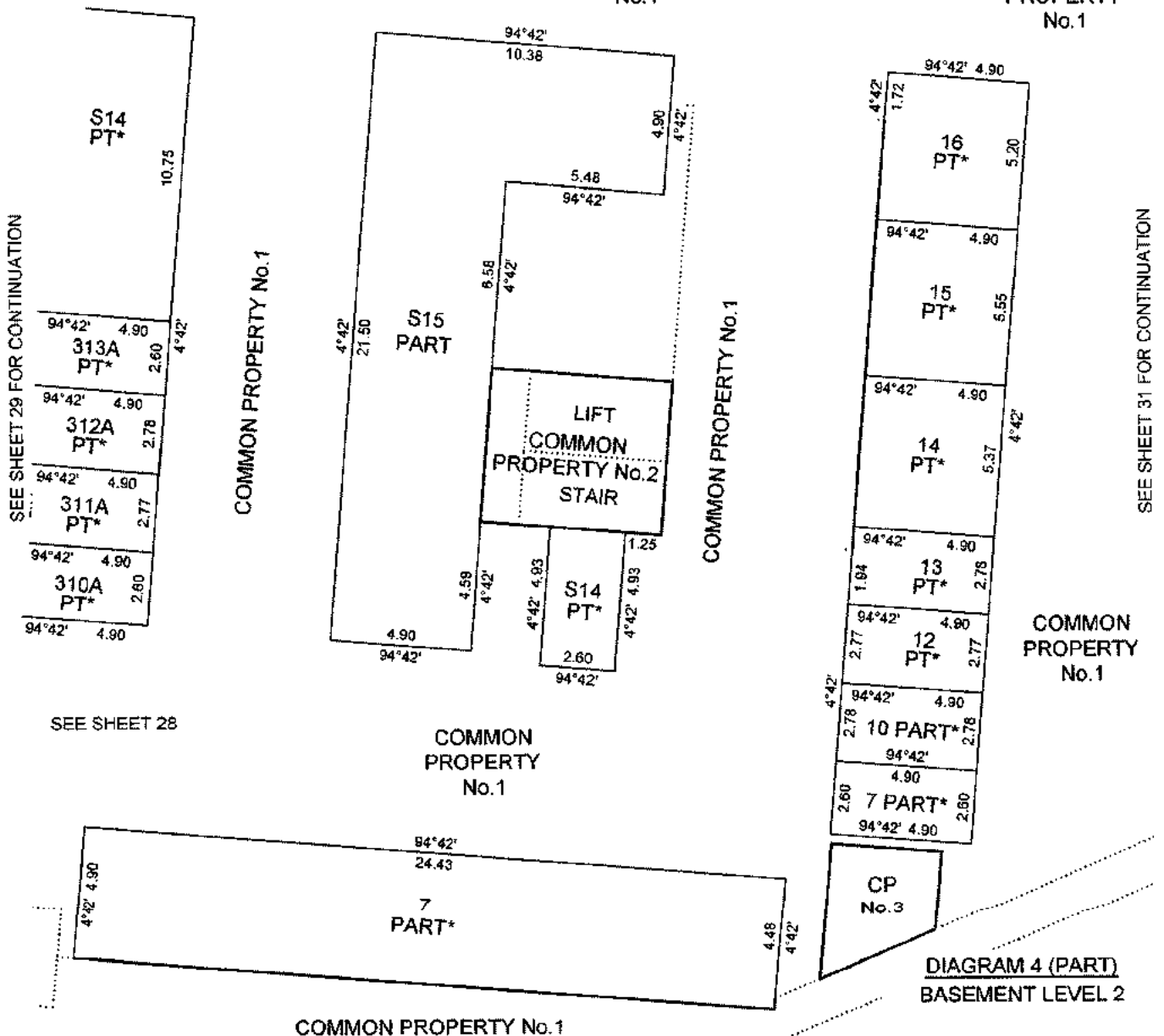


DIAGRAM 4 (PART)
BASEMENT LEVEL 2

LAND DIMENSIONS



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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 30

PS 827726Q



COMMON
PROPERTY
No.1

SEE SHEET 30 FOR CONTINUATION

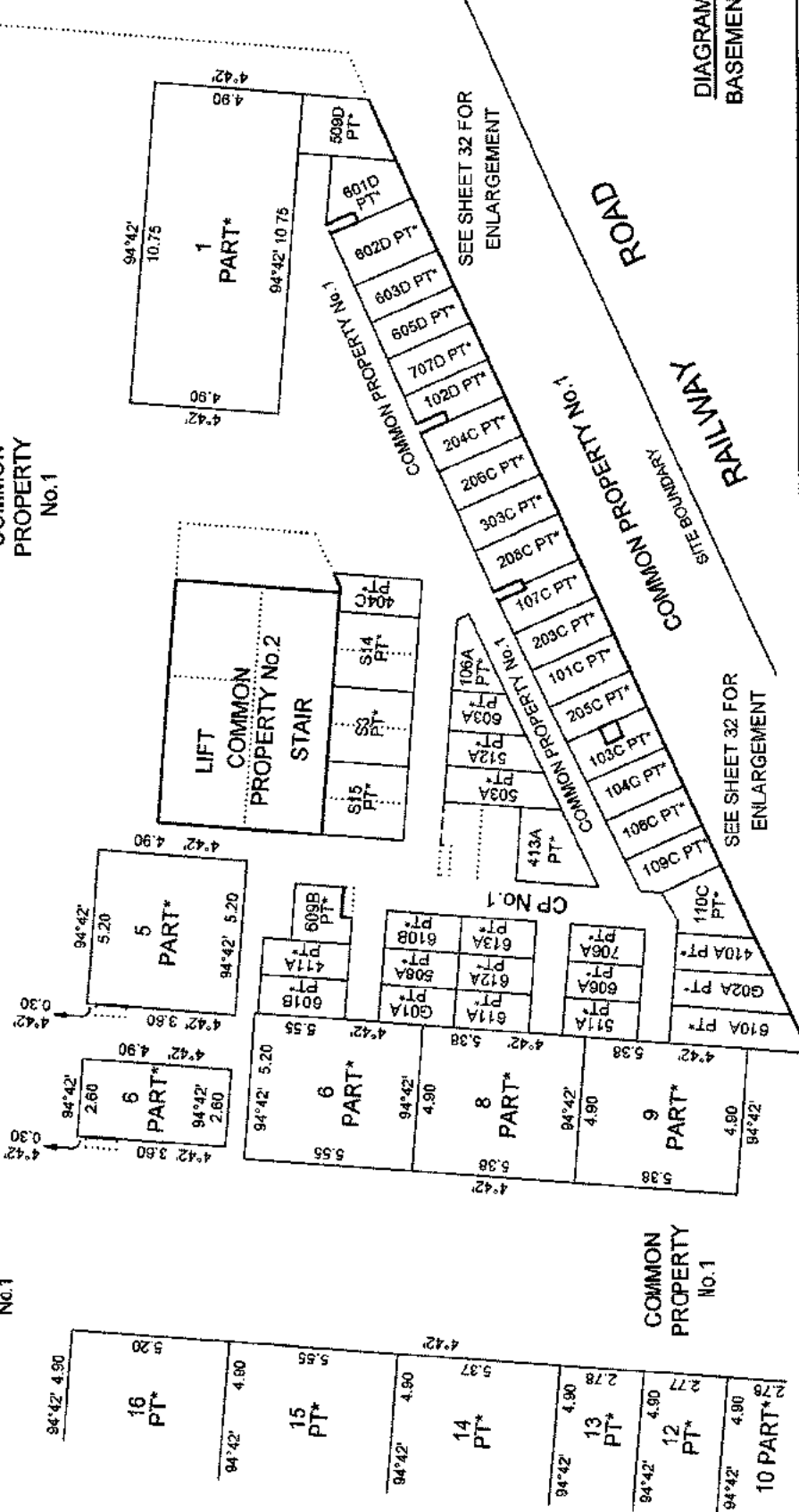
COMMON
PROPERTY
No.1

DIAGRAM 4 (PART)
BASEMENT LEVEL 2

RAILWAY
ROAD

SEE SHEET 32 FOR
ENLARGEMENT

SEE SHEET 32 FOR
ENLARGEMENT



SCALE 1:150	1.5	0	3	6	ORIGINAL SHEET SIZE A3	SHEET 31
LENGTHS ARE IN METRES						
LICENSED SURVEYOR: NEIL OLIVER SURVEYORS FILE REF: 18520P-S2 VERSION A-S2						

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SEE SHEET 30 FOR CONTINUATION

SEE SHEET 31 FOR CONTINUATION

SEE ABOVE RIGHT FOR
CONTINUATION

SEE BELOW LEFT FOR CONTINUATION

SEE SHEET 31 FOR CONTINUATION

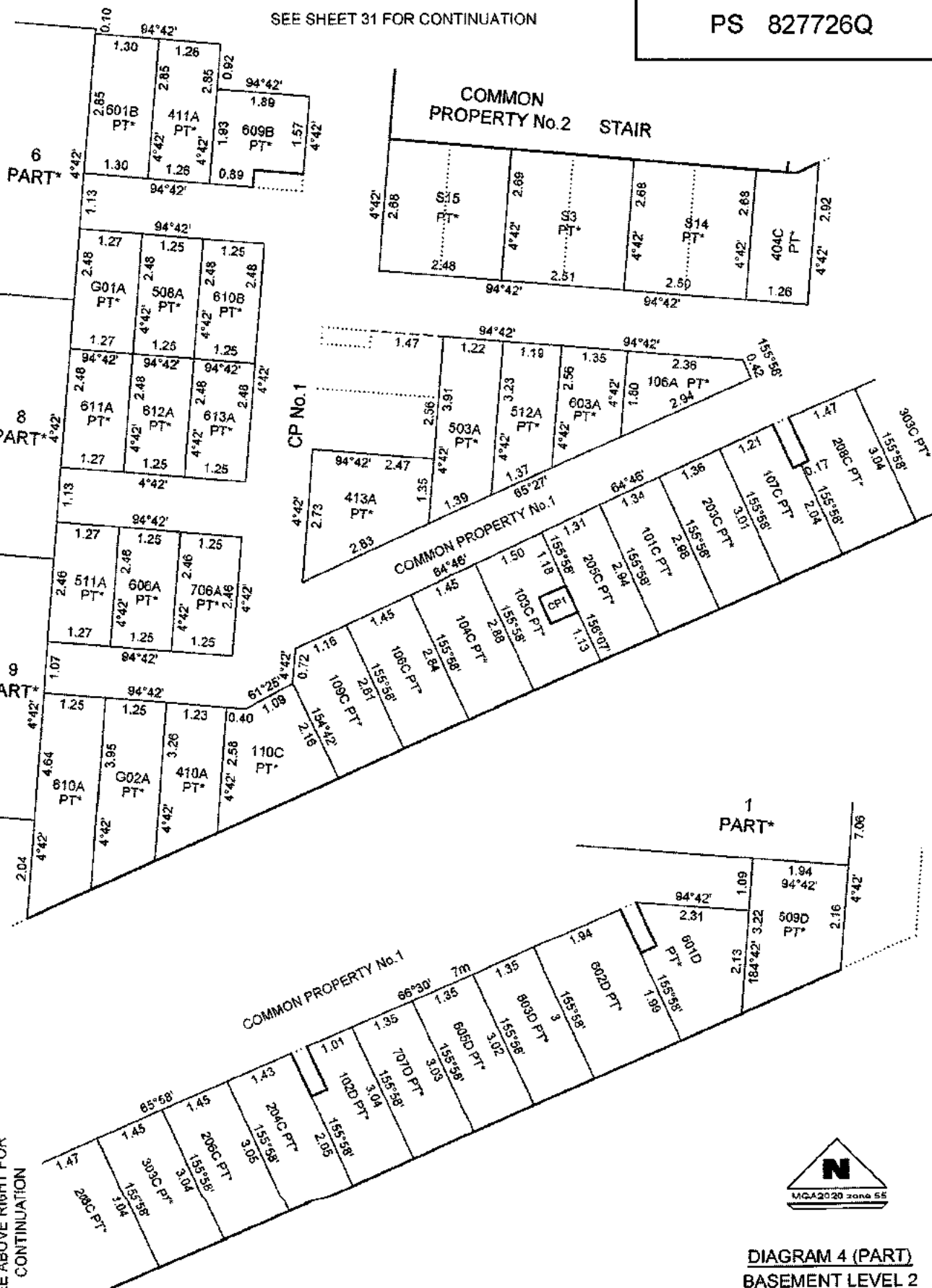
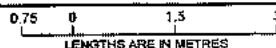


DIAGRAM 4 (PART)
BASEMENT LEVEL 2



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SCALE
1:75



LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

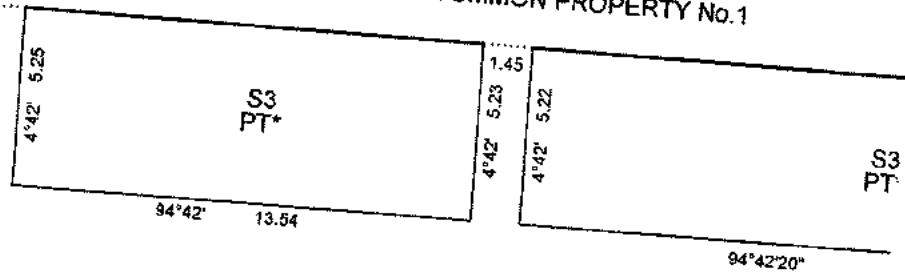
SHEET 32

VERSION A-52

PS 827726Q

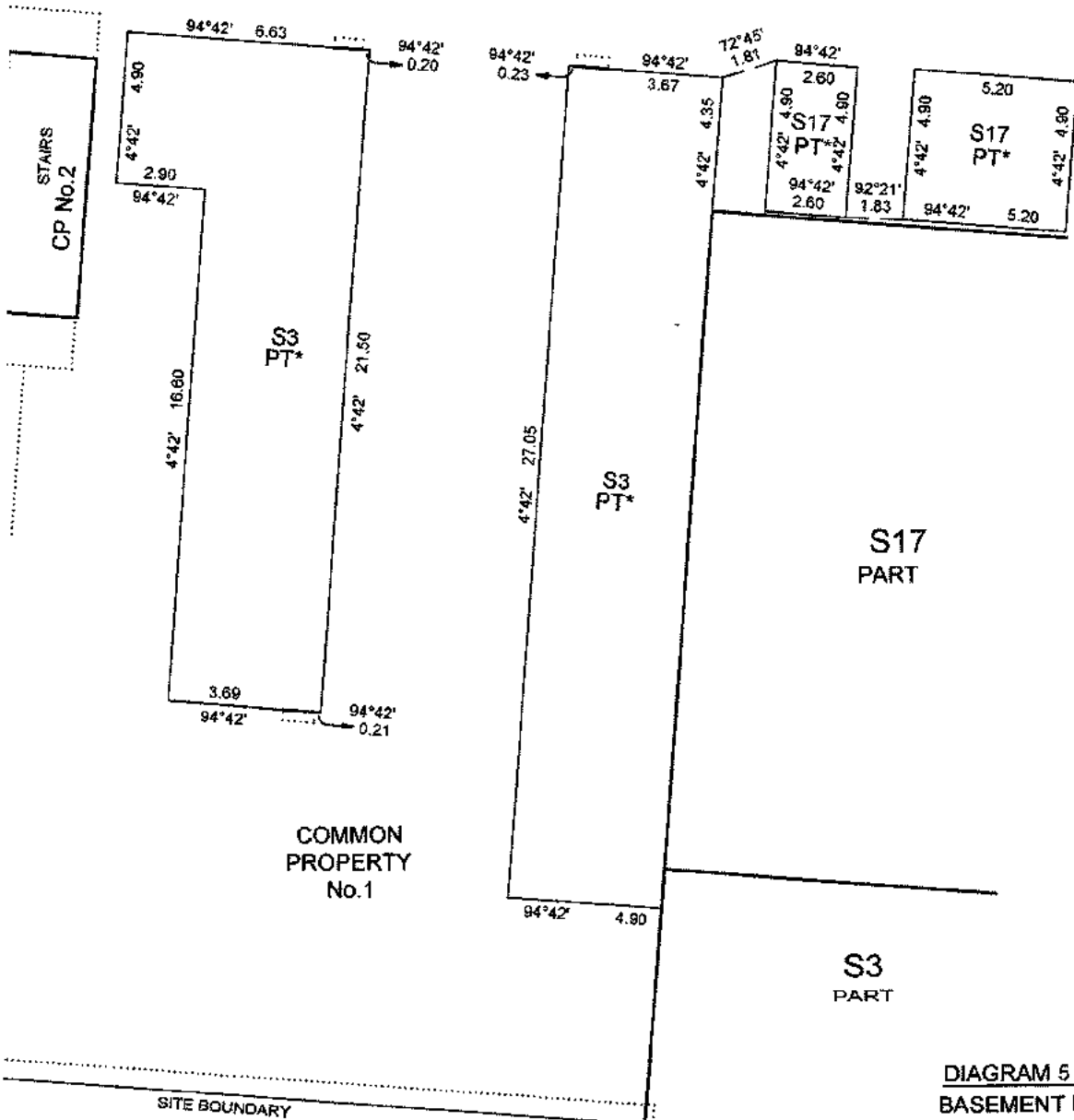


COMMON PROPERTY No.1



COMMON
PROPERTY
No.1

SEE SHEET 7 FOR CONTINUATION



SEE SHEET 7 & 35 FOR CONTINUATION

DIAGRAM 5 (PART)
BASEMENT LEVEL 1

LAND DIMENSIONS



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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 34

PS 827726Q



WHITEHORSE

ROAD

COMMON PROPERTY No.1

S3
PT*

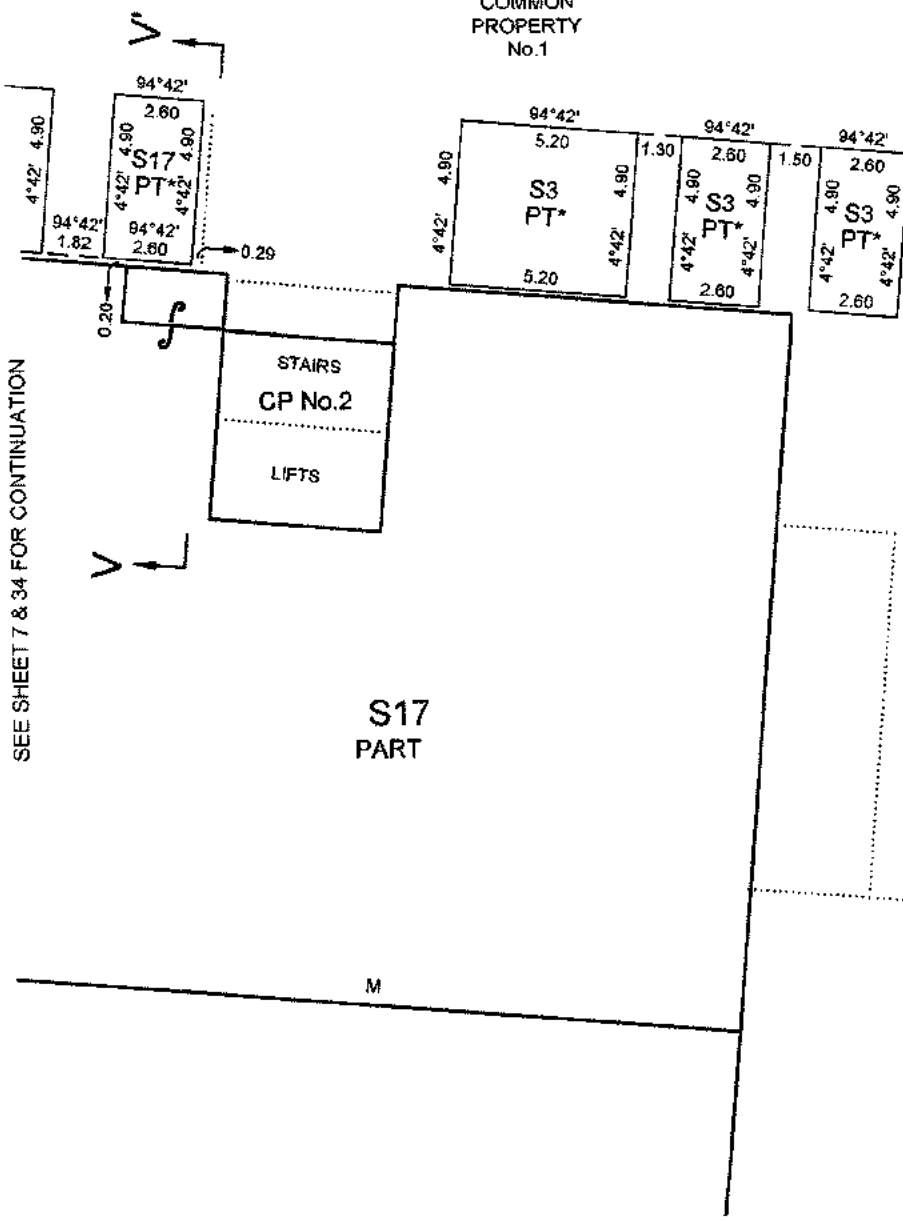
46.30
94°42'20"

5.21
4°42'

COMMON
PROPERTY
No.1

COMMON
PROPERTY
No.1

SEE SHEET 7 FOR CONTINUATION



SEE SHEET 7 & 34 FOR CONTINUATION

DIAGRAM 5 (PART)
BASEMENT LEVEL 1

LAND DIMENSIONS



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Tel: (03) 9790 0399
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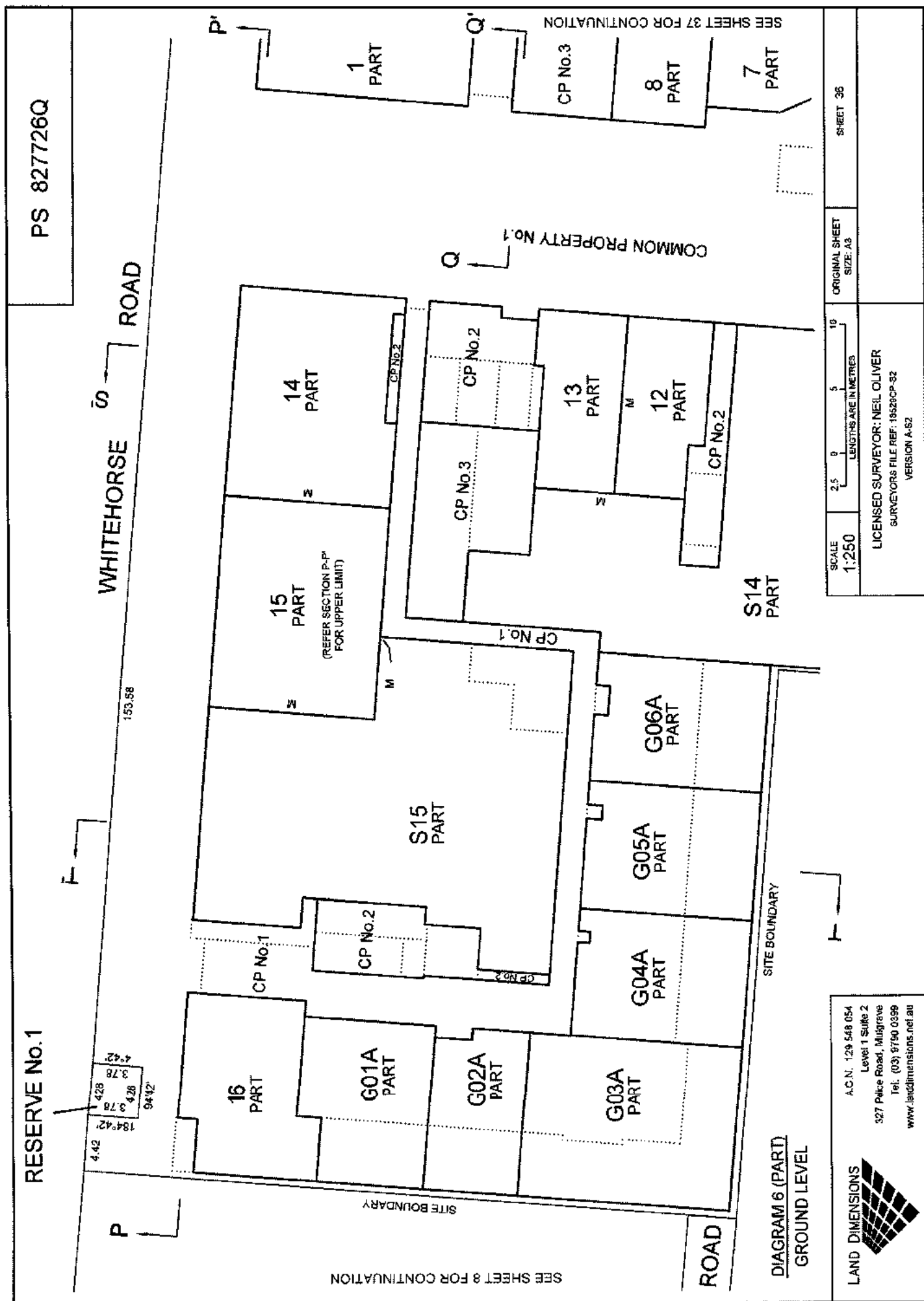
SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 35

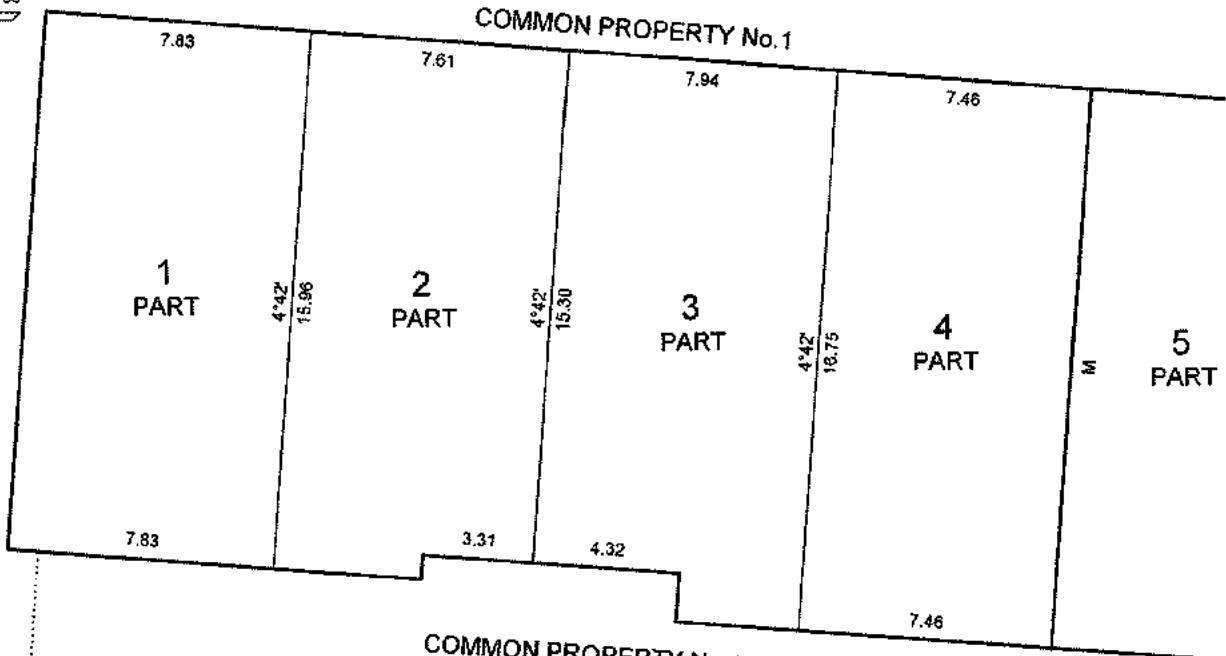
LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2



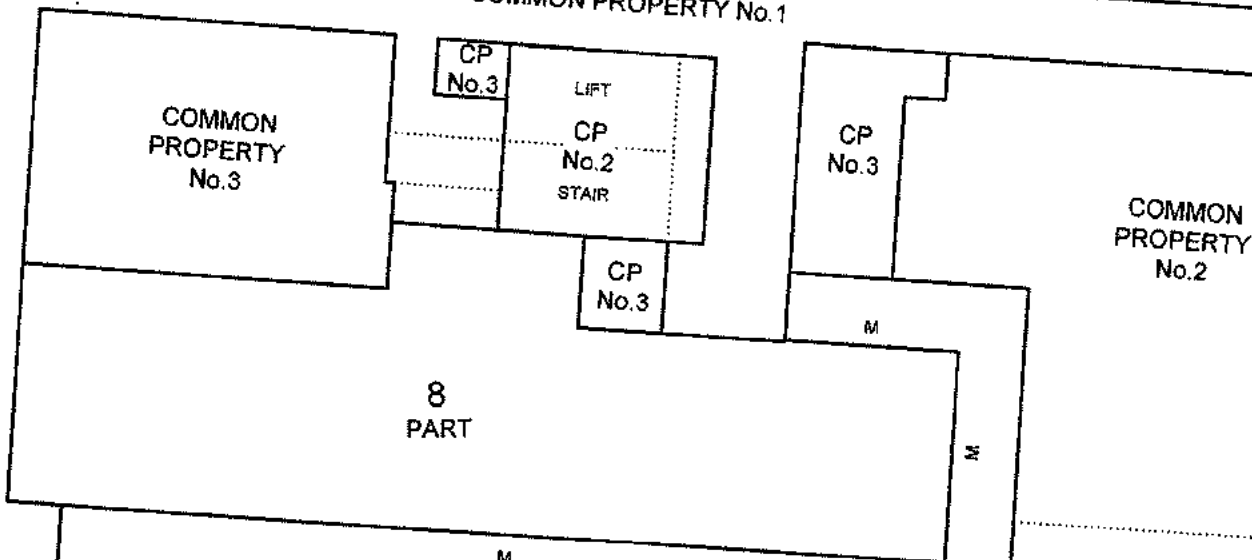


PS 827726Q

COMMON PROPERTY No.1



COMMON PROPERTY No.1



7 PART

COMMON PROPERTY No.1

RAILWAY

ROAD

DIAGRAM 6 (PART)
GROUND LEVEL

LAND DIMENSIONS



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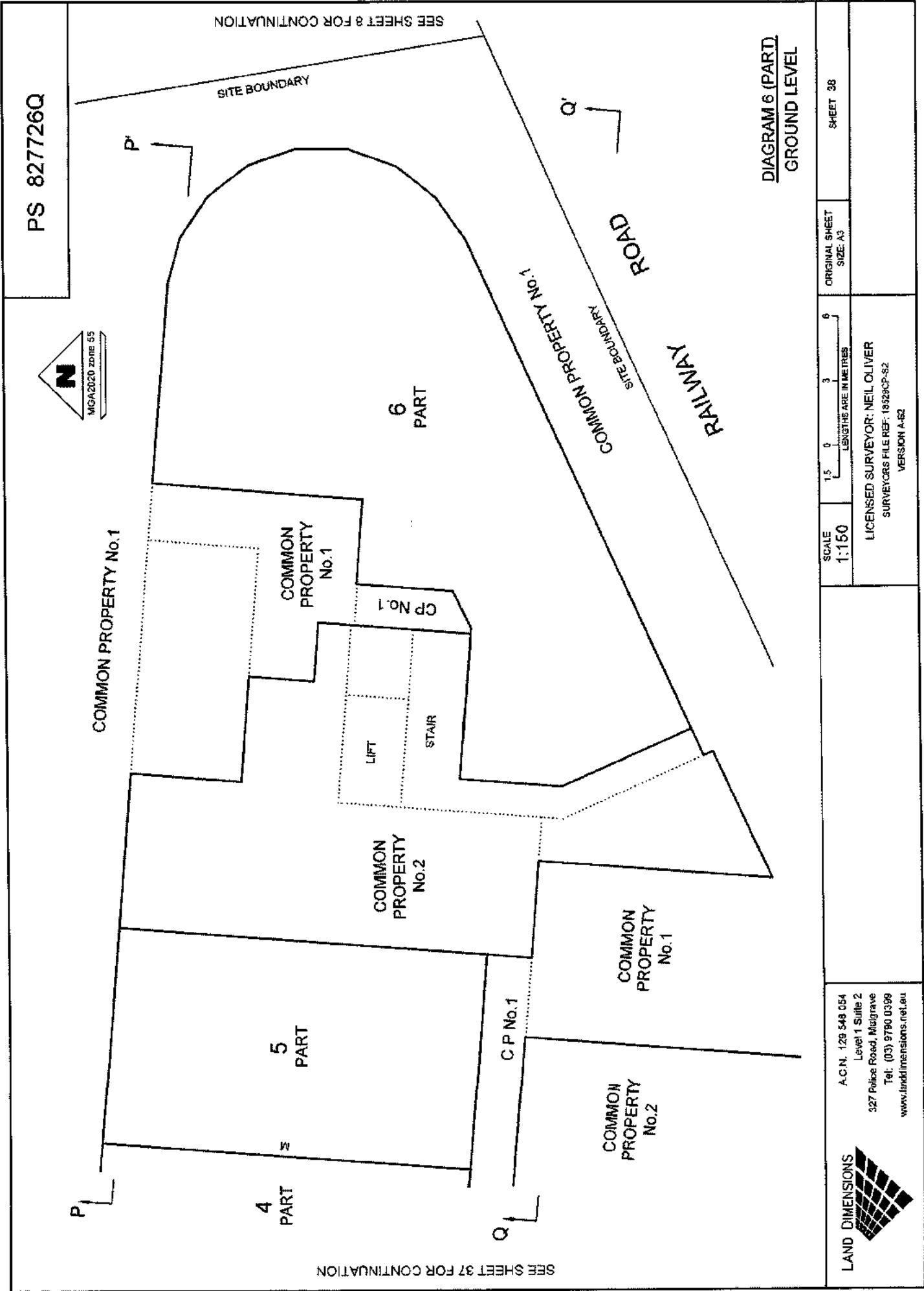
SCALE
1:150

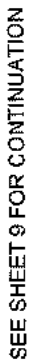
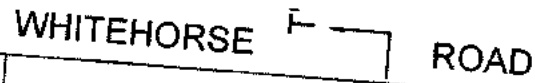
1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-82

ORIGINAL SHEET
SIZE: A3

SHEET 37



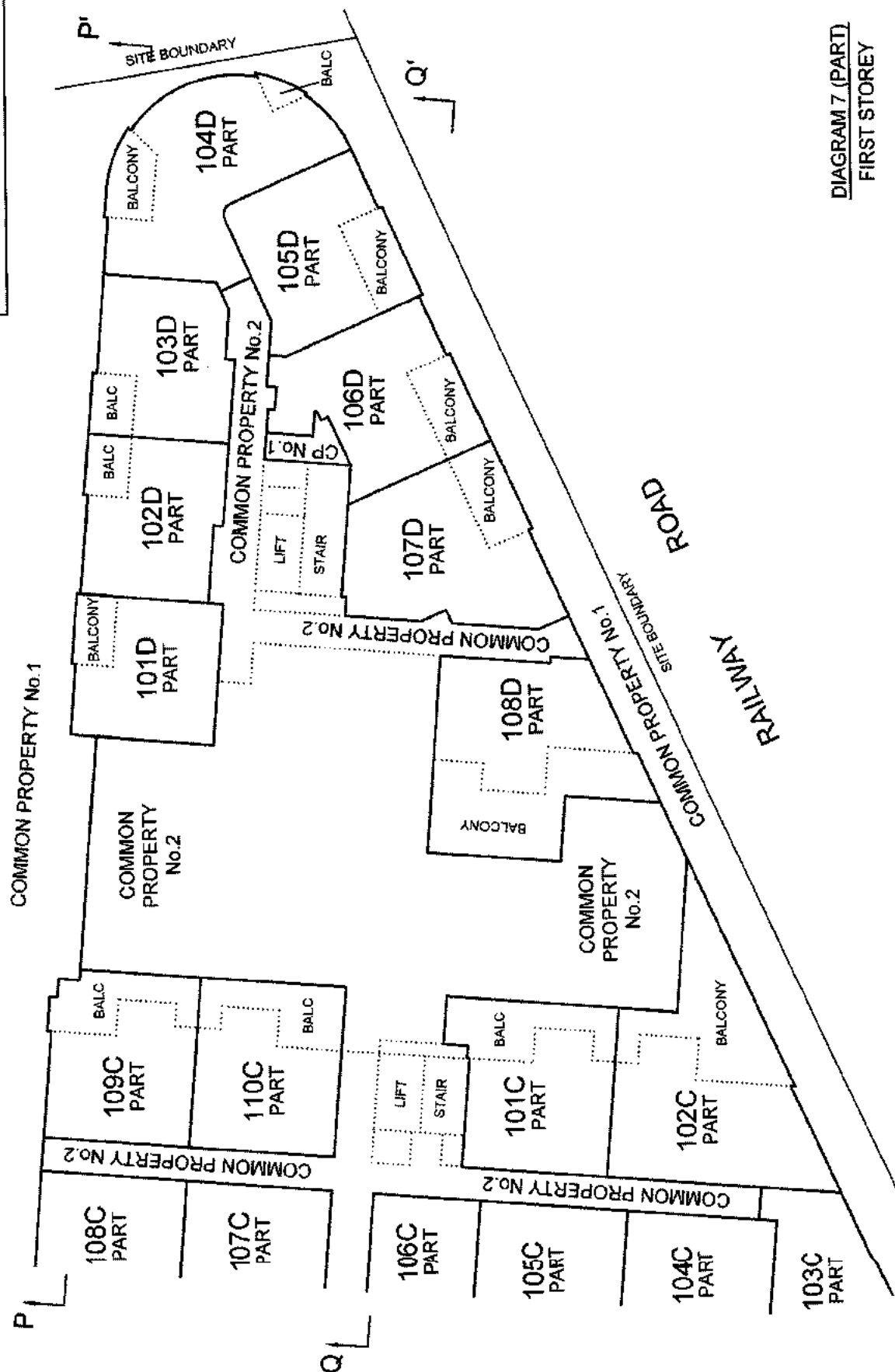


SEE SHEET 38 FOR CONTINUATION





DIAGRAM 7 (PART)
FIRST STOREY



SEE SHEET 9 FOR CONTINUATION

DIAGRAM 7 (PART)
FIRST STOREY

SCALE
1.250

SHEET 41

ORIGINAL SHEET
SIZE: A3

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 1852BCP-S2
VERSION A-S2

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PS 827726Q



WHITEHORSE ROAD

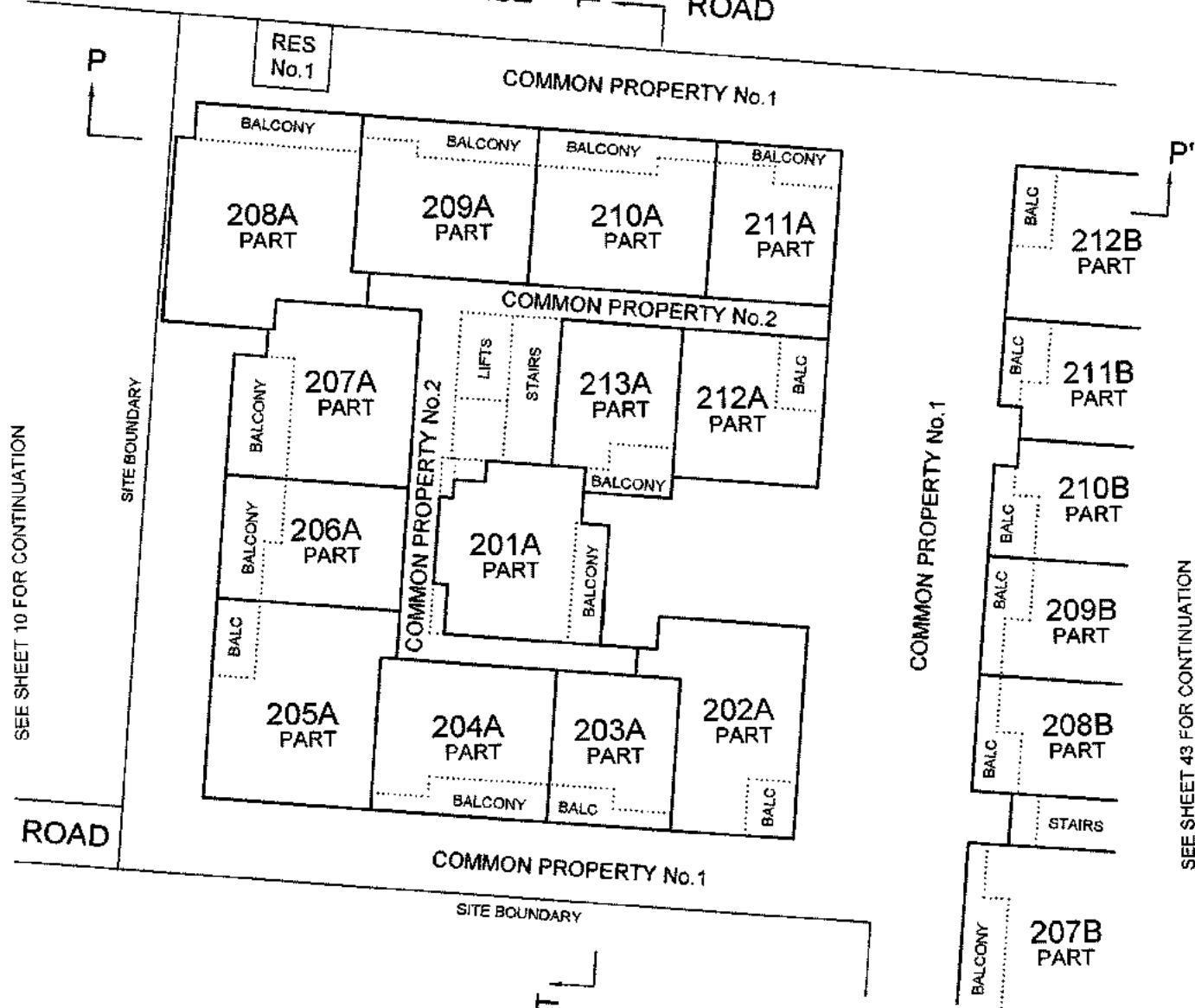


DIAGRAM 8 (PART)
SECOND STOREY

LAND DIMENSIONS



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SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 42

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

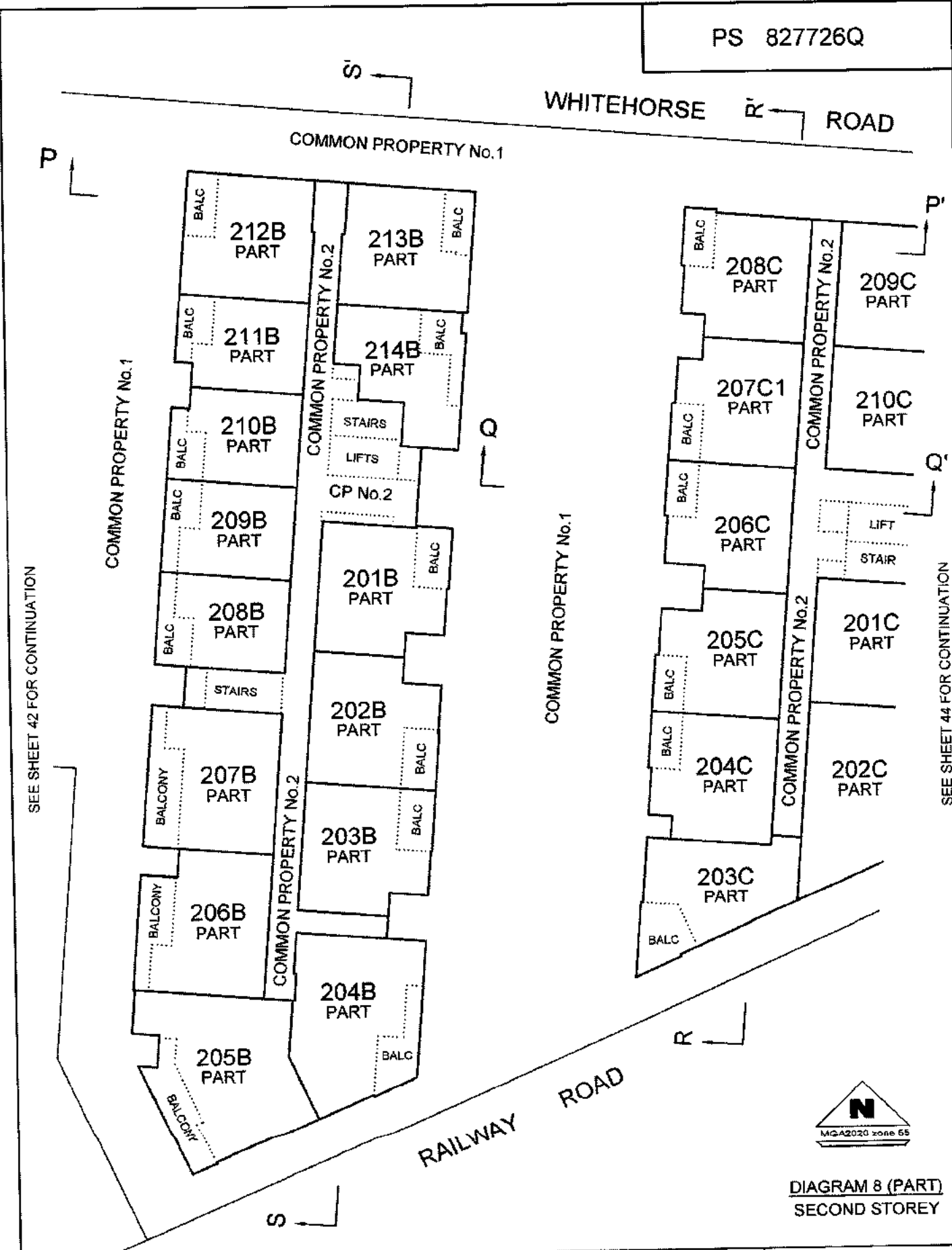
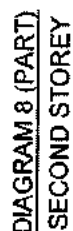


DIAGRAM 8 (PART)
SECOND STOREY



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LAND DIMENSIONS

SCALE
1.250

SCALE
1:250



ORIGINAL SHEET

SHEET 44

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-52
VERSION A-S2

PS 827726Q

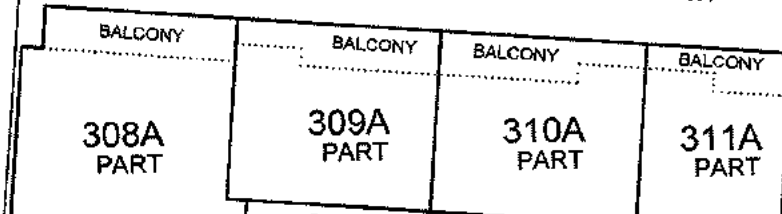


WHITEHORSE ROAD

P

RES
No.1

COMMON PROPERTY No.1



COMMON PROPERTY No.2

SITE BOUNDARY

BALCONY

307A
PART

COMMON PROPERTY No.2

LIFTS
STAIRS

313A
PART

312A
PART

BALC

BALCONY

306A
PART

301A
PART

BALCONY

BALC

305A
PART

304A
PART

303A
PART

302A
PART

BALCONY

BALC

BALC

ROAD

COMMON PROPERTY No.1

SITE BOUNDARY



P'

312B
PART

311B
PART

310B
PART

309B
PART

308B
PART

STAIRS

COMMON PROPERTY No.1

BALCONY

307B
PART

SEE SHEET 46 FOR CONTINUATION

SEE SHEET 11 FOR CONTINUATION

DIAGRAM 9 (PART)
THIRD STOREY

LAND DIMENSIONS



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SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-52
VERSION A-52

ORIGINAL SHEET
SIZE: A3

SHEET 45

PS 827726Q

WHITEHORSE

ROAD

COMMON PROPERTY No.1

SEE SHEET 45 FOR CONTINUATION

COMMON PROPERTY No.1

COMMON PROPERTY No 2

COMMON PROPERTY No.1

COMMON PROPERTY No 2

COMMON PROPERTY No.2

SEE SHEET 47 FOR CONTINUATION

SITE BOUNDARY

SITE BOUNDARY

RAILWAY ROAD



DIAGRAM 9 (PART)
THIRD STOREY

LAND DIMENSIONS



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SCALE
1:250

2.5 0 5 10

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 46

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

PS 827726Q

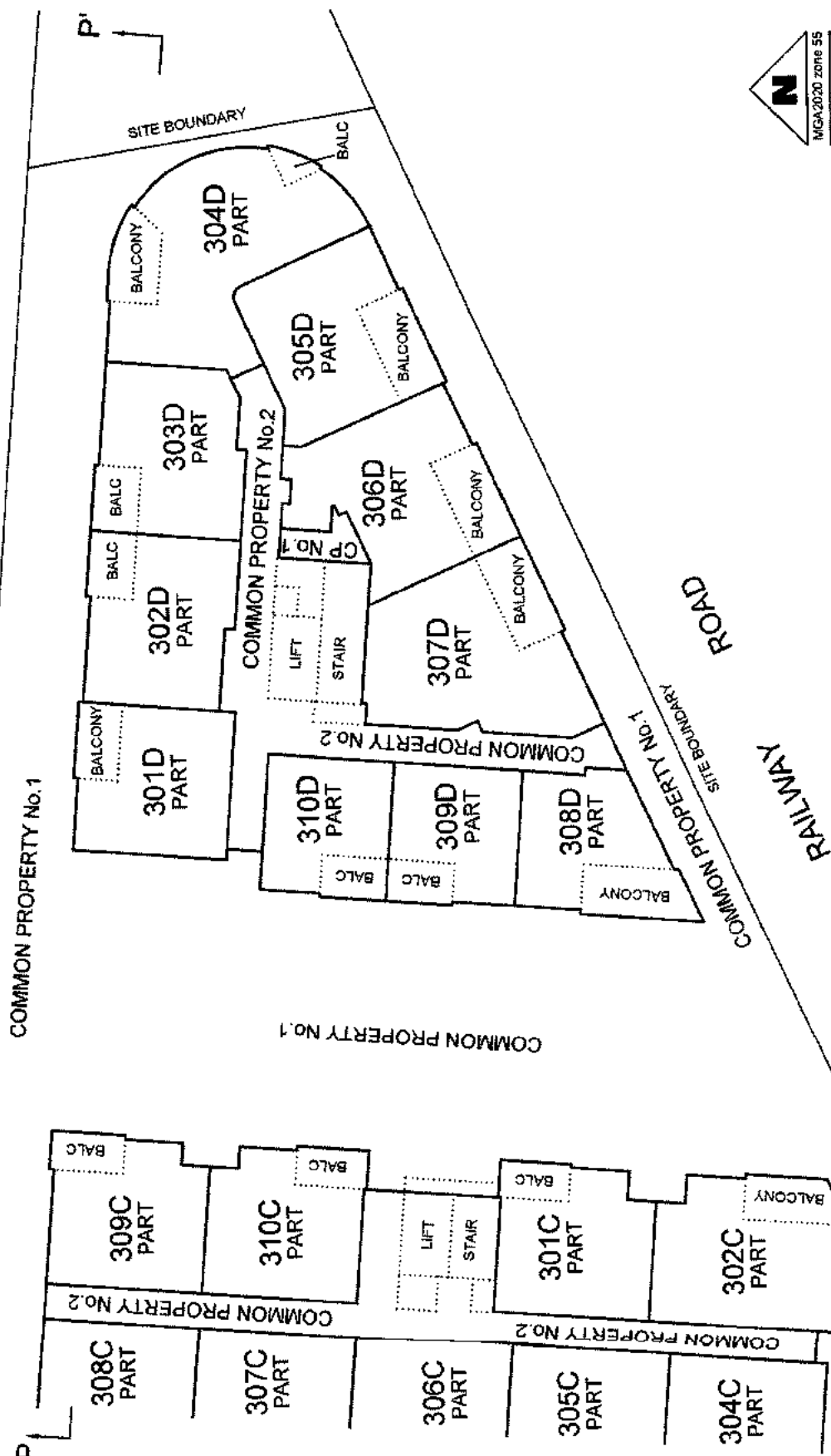


DIAGRAM 9 (PART)
THIRD STOREY

SEE SHEET 46 FOR CONTINUATION

SHEET 47

ORIGINAL SHEET
SIZE: A3

25 0 5 10
LENGTH ARE IN METRES

SCALE
1-250

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18520CP-\$2
VERSION A-\$2

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Level 1 Suite 2
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Tel: (03) 9790 0399
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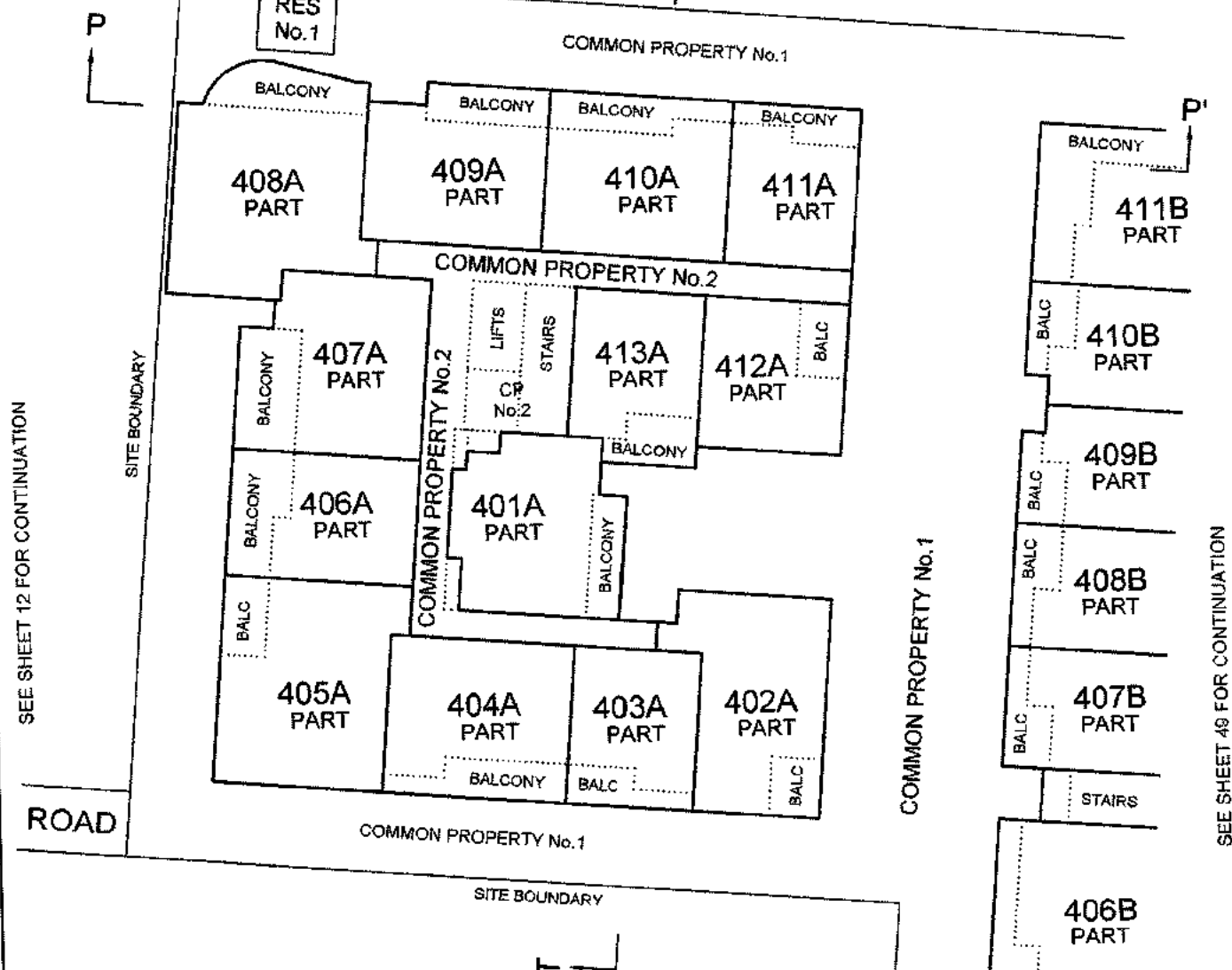
LAND DIMENSIONS



PS 827726Q



WHITEHORSE ROAD



SEE SHEET 12 FOR CONTINUATION

SEE SHEET 49 FOR CONTINUATION

DIAGRAM 10 (PART)
FOURTH STOREY

LAND DIMENSIONS



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SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 48

PS 827726Q

WHITEHORSE ROAD

ROAD

COMMON PROPERTY No.1

P

P'

SEE SHEET 48 FOR CONTINUATION

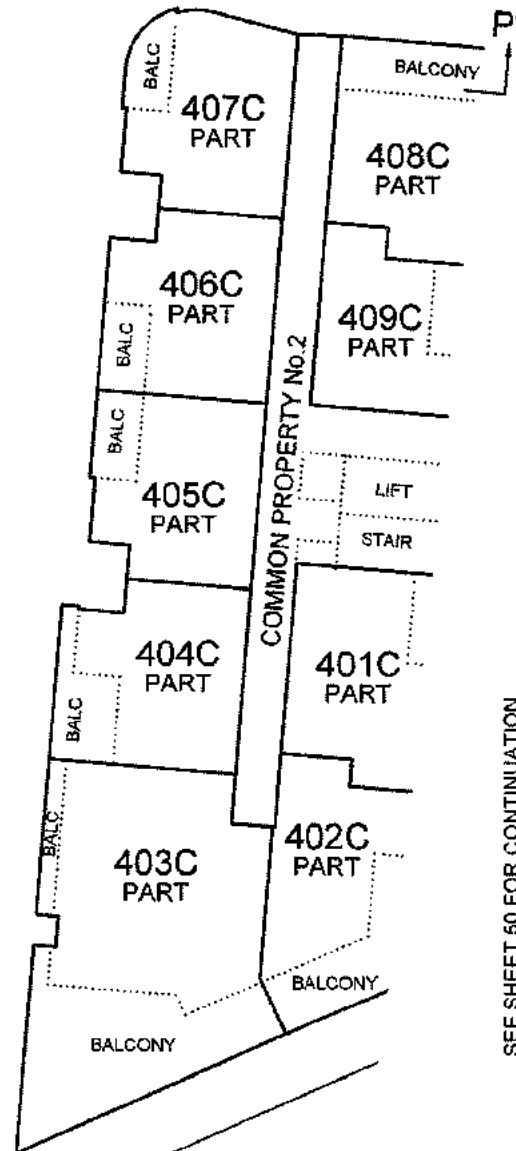
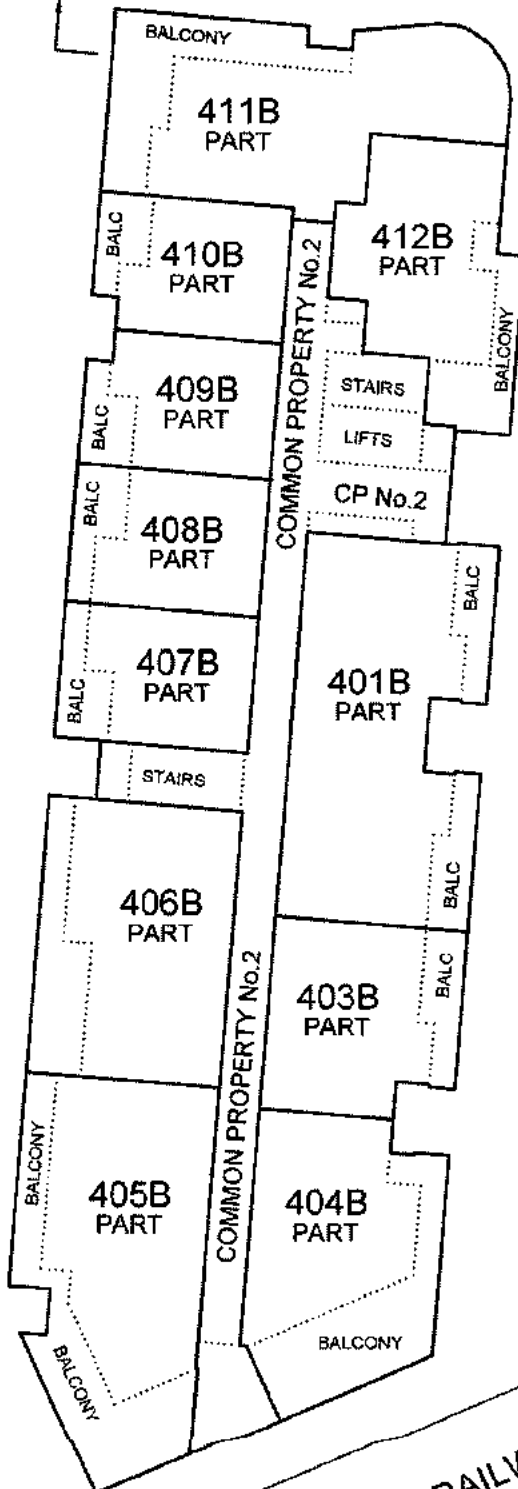
COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE SHEET 50 FOR CONTINUATION

SITE BOUNDARY

SITE BOUNDARY



RAILWAY ROAD

R

S



DIAGRAM 10 (PART)
FOURTH STOREY

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

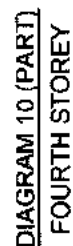
SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

ORIGINAL SHEET
SIZE: A3

SHEET 49



 LAND DIMENSIONS	A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Murrumbidgee Tel. (03) 3790 0399 www.landdimensions.net.au	SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 50
		LICENSED SURVEYOR: NEIL OLIVER SURVEYORS FILE REF: 10528CP-S2 VERSION A-S2			

PS 827726Q

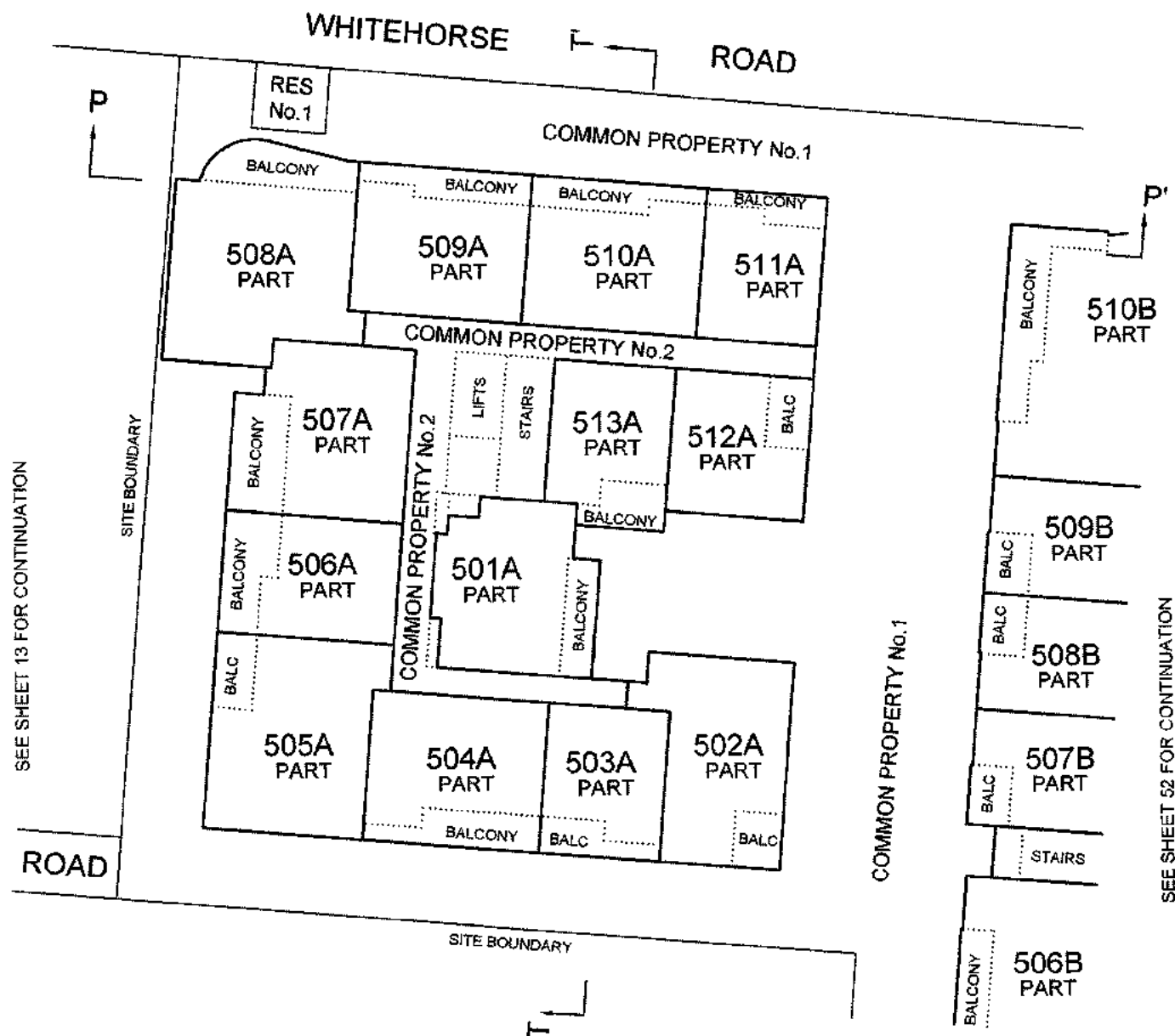


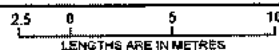
DIAGRAM 11 (PART)
FIFTH STOREY

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250



LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-52

ORIGINAL SHEET
SIZE: A3

SHEET 51

PS 827726Q

WHITEHORSE ROAD

ROAD

P

P'

COMMON PROPERTY No.1

COMMON PROPERTY No.1

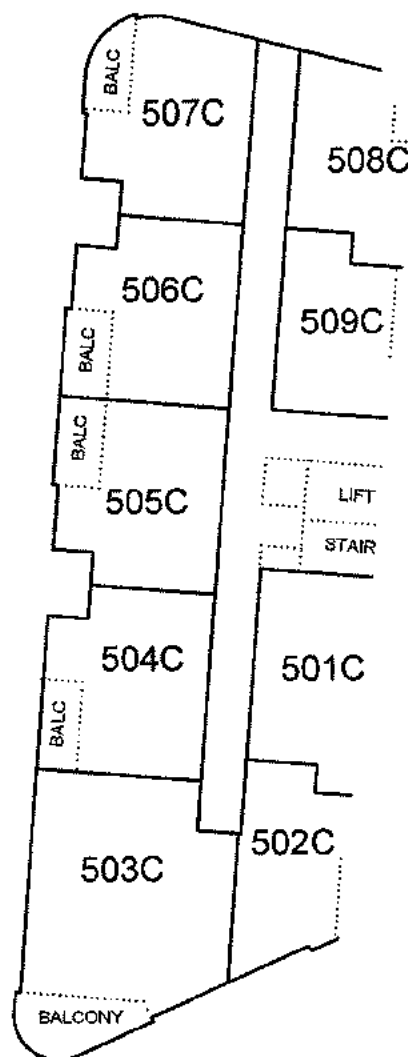
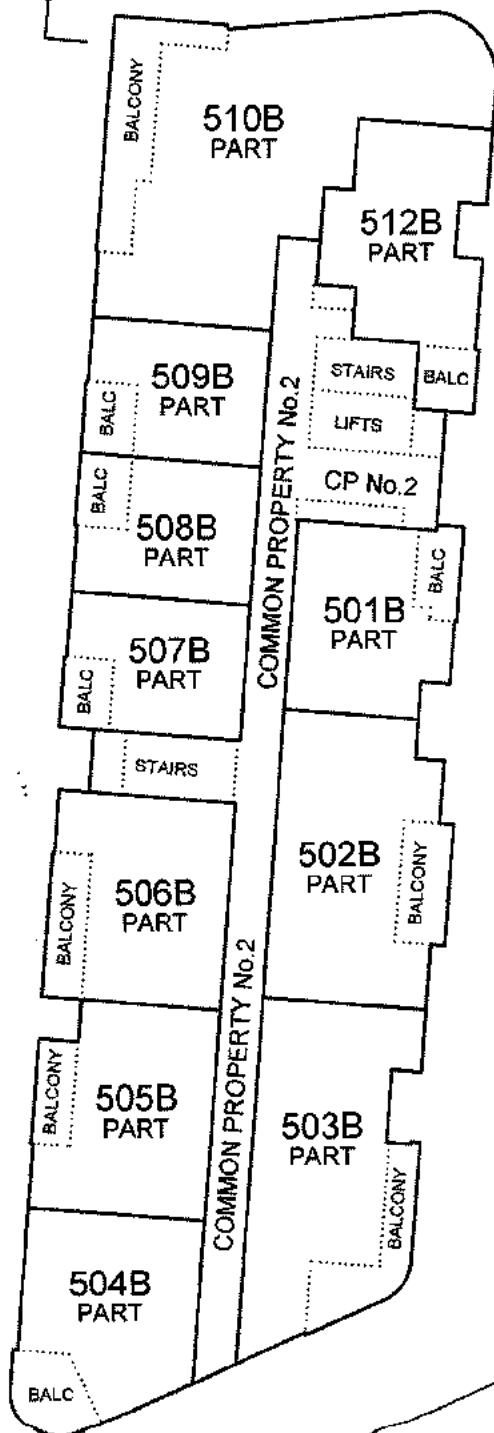
COMMON PROPERTY No.2

SEE SHEET 53 FOR CONTINUATION

SEE SHEET 51 FOR CONTINUATION

SITE BOUNDARY

SITE BOUNDARY



RAILWAY ROAD



DIAGRAM 11 (PART)
FIFTH STOREY

LAND DIMENSIONS



A.C.N. 120 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

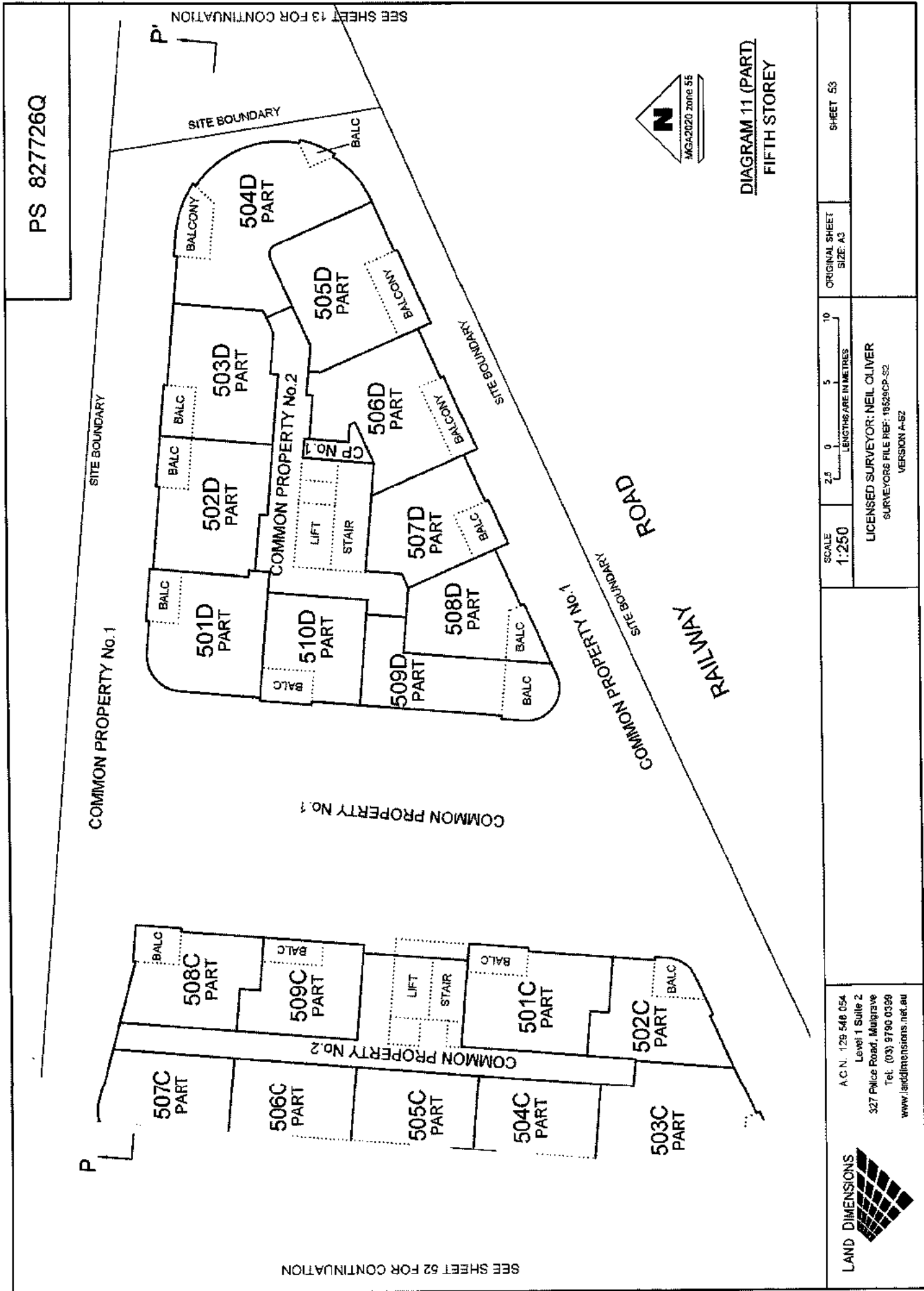
SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 52

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18526CP-S2
VERSION A-S2



PS 827726Q



WHITEHORSE ROAD

P

RES
No.1

COMMON PROPERTY No.1

BALCONY

608A
PART

BALCONY

609A
PART

BALCONY

610A
PART

BALCONY

611A
PART

COMMON PROPERTY No.2

BALCONY

607A
PART

LIFTS

STAIRS

613A
PART

612A
PART

BALC

BALCONY

606A
PART

COMMON PROPERTY No.2

601A
PART

BALCONY

BALC

605A
PART

604A
PART

603A
PART

602A
PART

BALCONY

BALC

BALC

COMMON PROPERTY No.1

BALCONY

610B
PART

BALC

609B
PART

BALC

608B
PART

BALC

607B
PART

BALC

606B
PART

STAIRS

BALCONY

605B
PART

SEE SHEET 55 FOR CONTINUATION

SEE SHEET 14 FOR CONTINUATION

SITE BOUNDARY

ROAD

SITE BOUNDARY



DIAGRAM 12 (PART)
SIXTH STOREY

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
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Tel: (03) 9780 0399
www.landdimensions.net.au

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 54

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2

PS 827726Q

WHITEHORSE
ROAD

ROAD

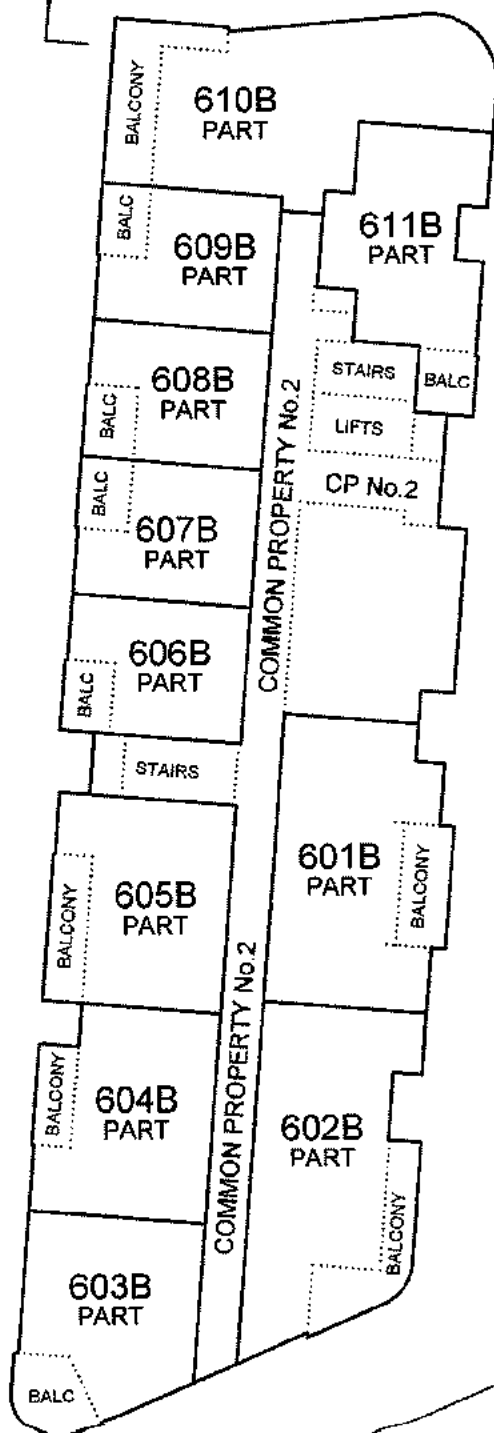
COMMON PROPERTY No.1

COMMON PROPERTY No.1

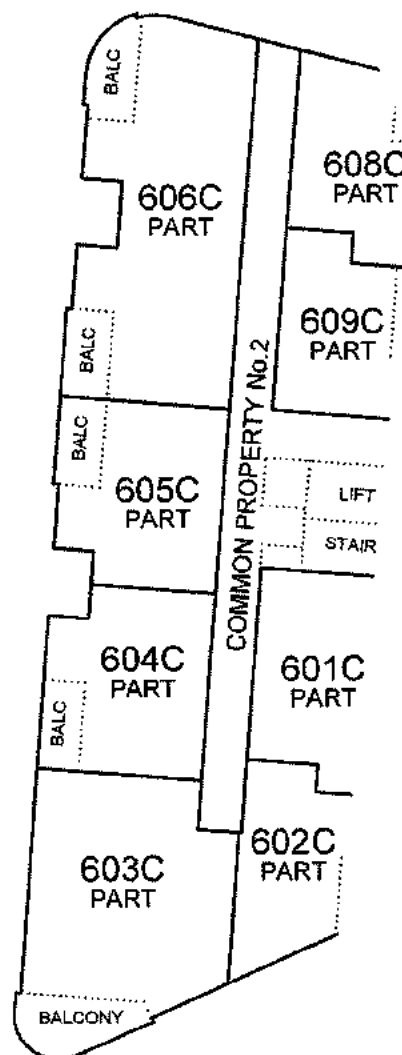
SEE SHEET 54 FOR CONTINUATION

SITE BOUNDARY

SITE BOUNDARY



COMMON PROPERTY No.1



SEE SHEET 56 FOR CONTINUATION

RAILWAY
ROAD



DIAGRAM 12 (PART)
SIXTH STOREY

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

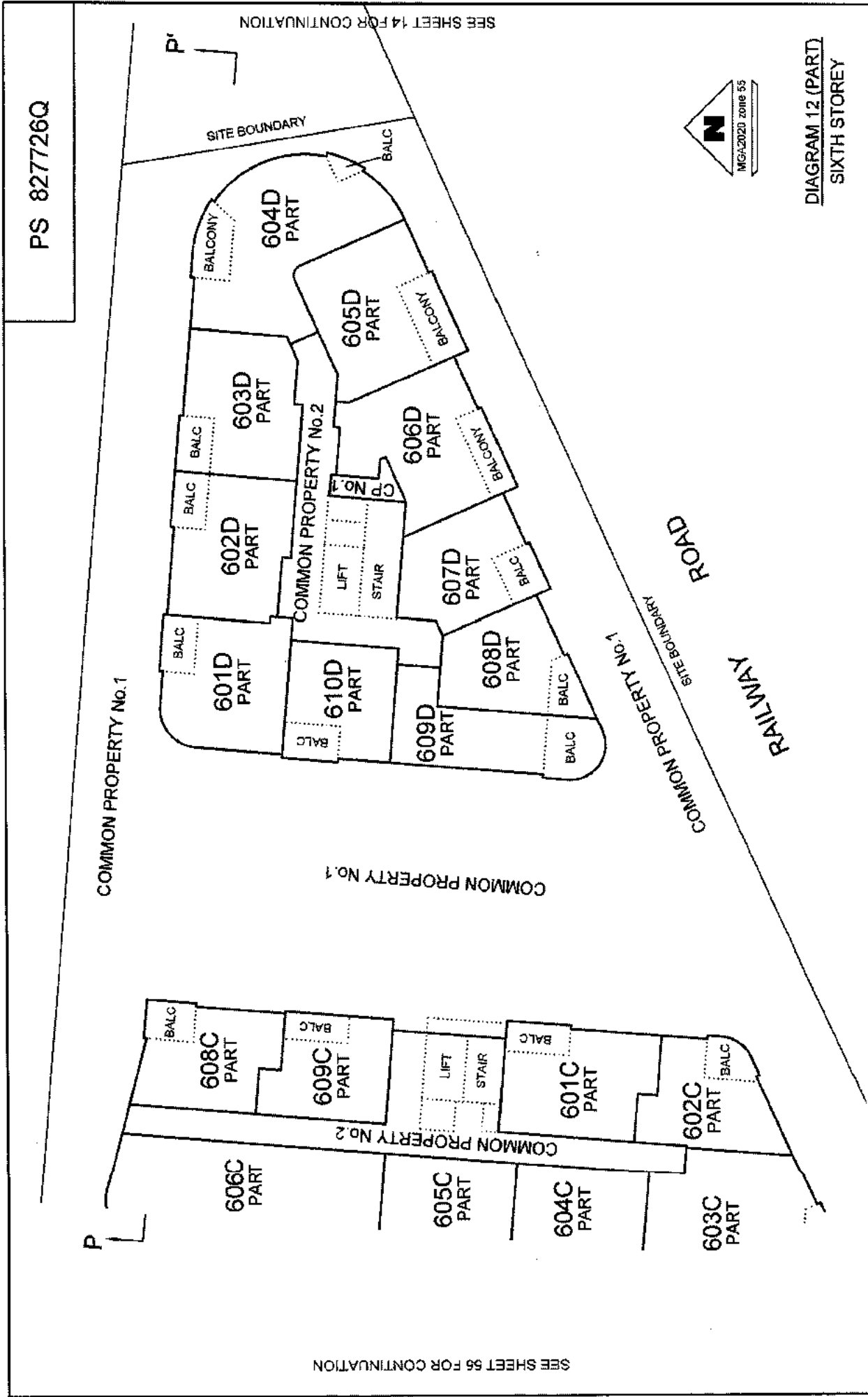
SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 55

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2



LAND DIMENSIONS 	A.C.N. 128 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0398 www.landdimensions.net.au		SCALE 1:250		ORIGINAL SHEET SIZE: A3		SHEET 56	
	COMMON PROPERTY No. 1		COMMON PROPERTY No. 2		COMMON PROPERTY No. 3		COMMON PROPERTY No. 4	

PS 827726Q



WHITEHORSE

ROAD

SITE BOUNDARY

RES
No.1

COMMON PROPERTY No.1

P

P'

SEE SHEET 15 FOR CONTINUATION

SITE BOUNDARY

COMMON PROPERTY No.1

SEE SHEET 15 FOR CONTINUATION

ROAD

SITE BOUNDARY

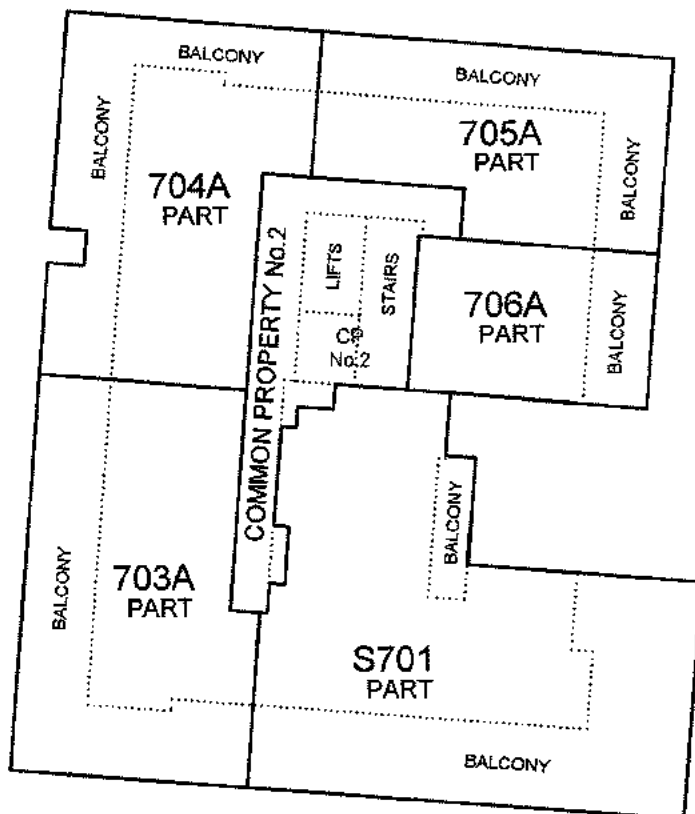


DIAGRAM 13 (PART)
SEVENTH STOREY

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

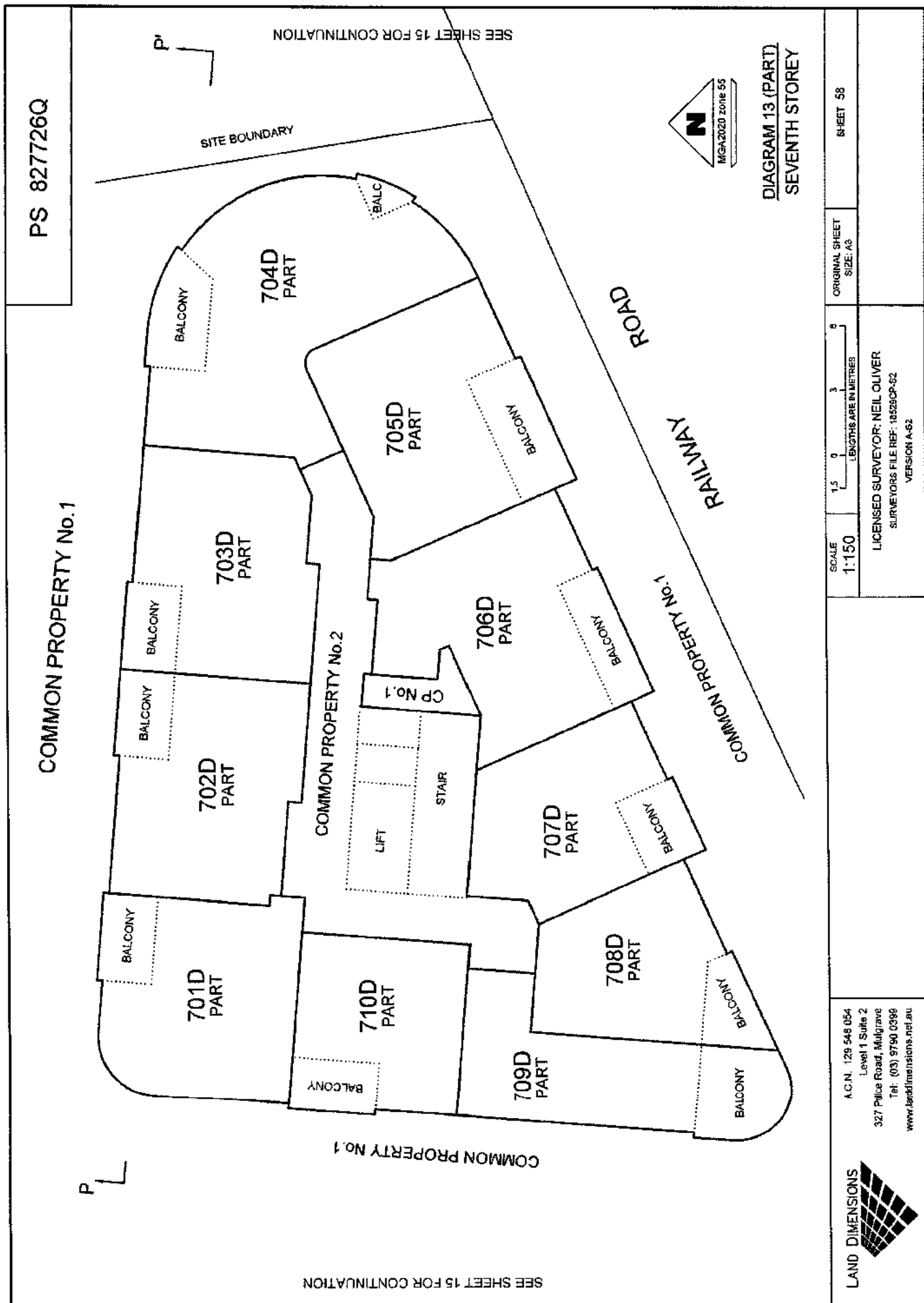
SCALE
1:250

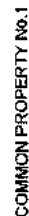
2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 57

LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 18529CP-S2
VERSION A-S2





SECTION P-P'

NOT TO SCALE



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.ladddimensions.net.au

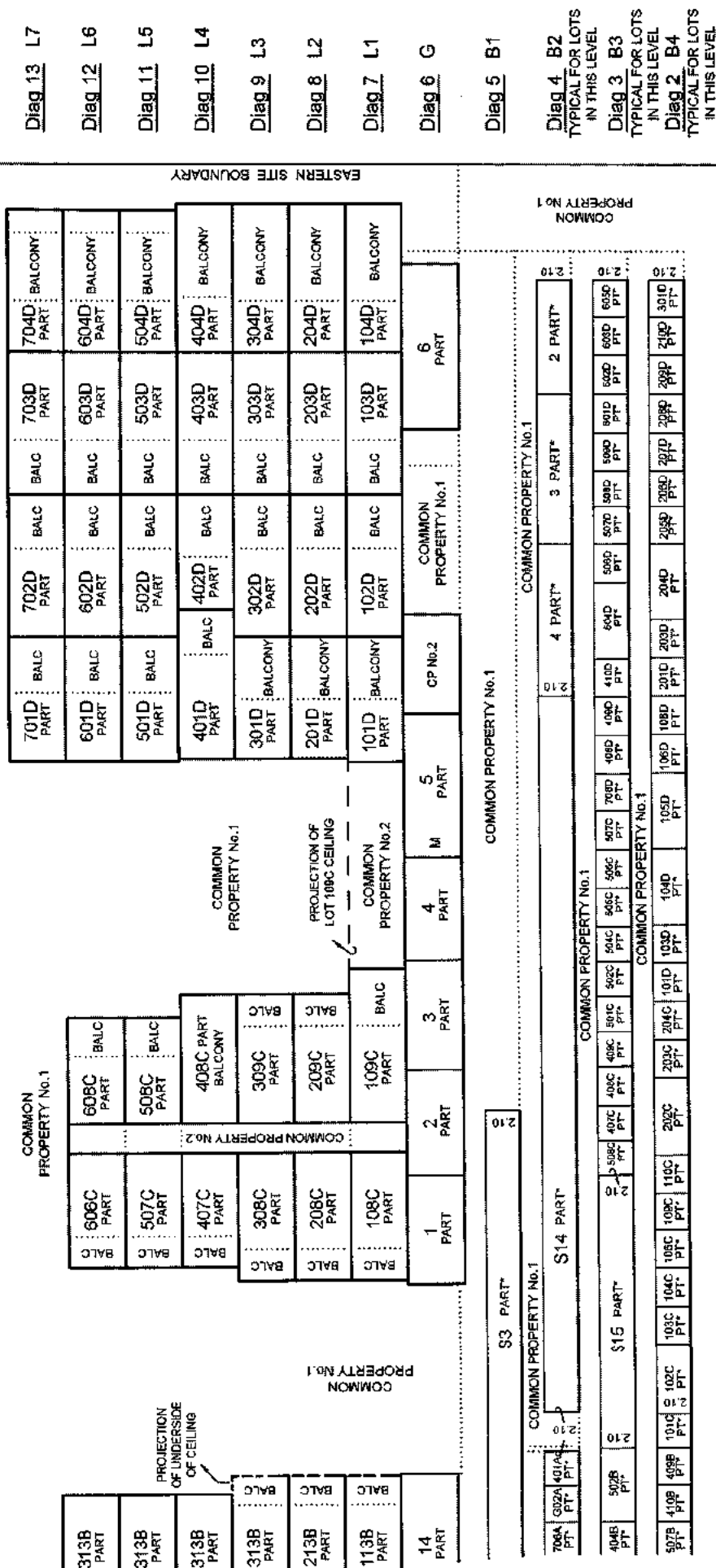
SCALE

LICENSED SURVEYOR: NEIL OLIVER
SURVEYOR'S FILE REF: 18529CP-52
VERSION A-52

ORIGINAL SHEET
SIZE: A3

65 SHEET 59

SEE SHEET 59 FOR CONTINUATION



COMMON PROPERTY No. 1

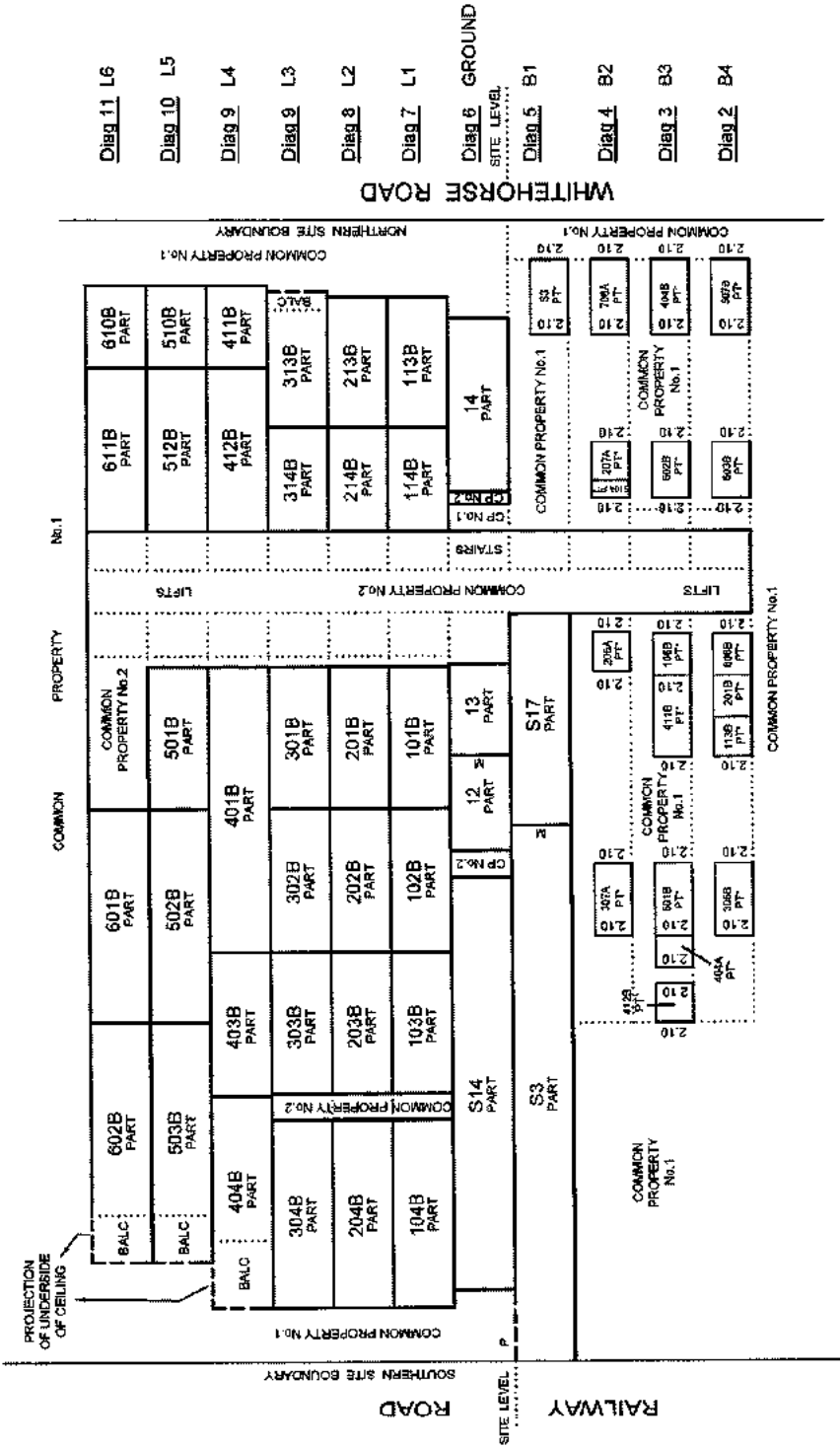
SECTION P-P'

NOT TO SCALE

 LAND DIMENSIONS	A.C.N. 129 540 054 Level 1 Suite 2 327 Pidge Road, Mulgrave Tel: (03) 9760 0399 www.landdimensions.net.au	SCALE NTS	 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 80
		LICENSED SURVEYOR: NEIL OLIVER SURVEYORS FILE REF: 18528CP-S2 VERSION A-S2			



PS 827726Q



SECTION S-S'
TYPICAL FOR ALL LOTS IN EACH LEVEL
NOT TO SCALE



LAND DIMENSIONS

ACN 128 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

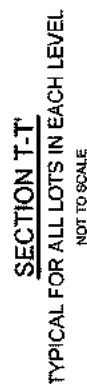
SCALE
NTS

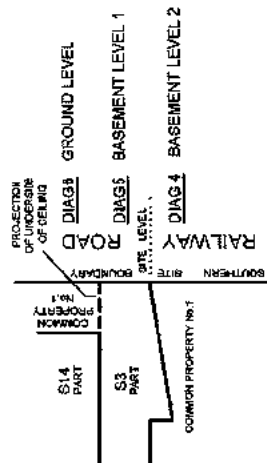
0
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 62

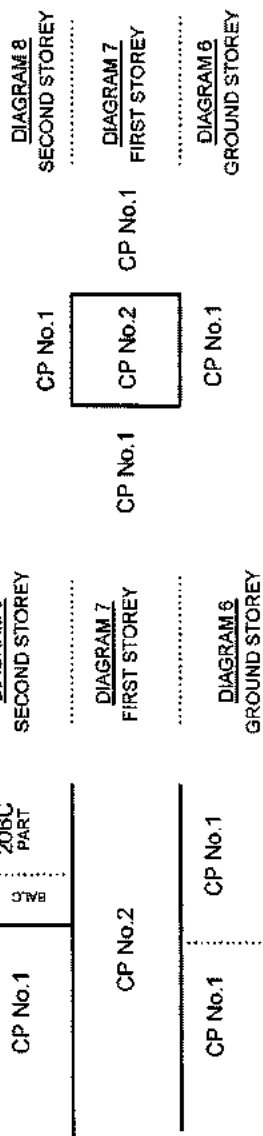
LICENSED SURVEYOR: NEIL OLIVER
SURVEYORS FILE REF: 16528CP-S2
VERSION A-S2





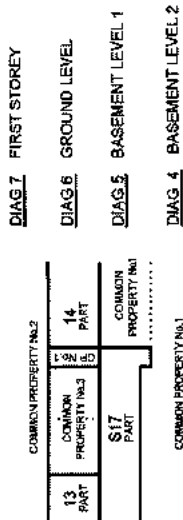
SECTION U-U'
NOT TO SCALE

NOT TO SCALE



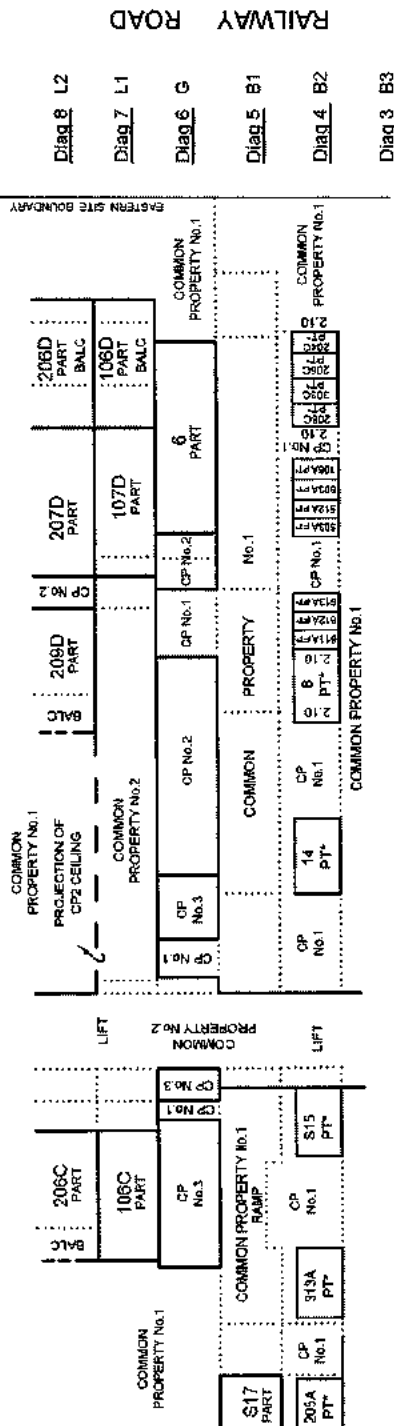
SECTION W-W
NOT TO SCALE

NOT TO SCALE



SECTION V-V"

401 TD SCALE



SECTION Q-Q'
NOT TO SCALE

NOT TO SCALE





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS827726Q

The land in PS827726Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1 - 10, 12 - 16, 101A, 101B, 101C, 101D, 102A, 102B, 102C, 102D, 103A, 103B, 103C, 103D, 104A, 104B, 104C, 104D, 105A, 105B, 105C, 105D, 106A, 106B, 106C, 106D, 107A, 107B, 107C, 107D, 108A, 108B, 108C, 108D, 109A, 109B, 109C, 110A, 110B, 110C, 111A, 111B, 112A, 112B, 113A, 113B, 114B, 201A, 201B, 201C, 201D, 202A, 202B, 202C, 202D, 203A, 203B, 203C, 203D, 204A, 204B, 204C, 204D, 205A, 205B, 205C, 205D, 206A, 206B, 206C, 206D, 207A, 207B, 207C1, 207D, 208A, 208B, 208C, 208D, 209A, 209B, 209C, 209D, 210A, 210B, 210C, 210D, 211A, 211B, 212A, 212B, 213A, 213B, 214B, 301A, 301B, 301C, 301D, 302A, 302B, 302C, 302D, 303A, 303B, 303C, 303D, 304A, 304B, 304C, 304D, 305A, 305B, 305C, 305D, 306A, 306B, 306C, 306D, 307A, 307B, 307C, 307D, 308A, 308B, 308C, 308D, 309A, 309B, 309C, 309D, 310A, 310B, 310C, 310D, 311A, 311B, 312A, 312B, 313A, 313B, 314B, 401A, 401B, 401C, 401D, 402A, 402C, 402D, 403A, 403B, 403C, 403D, 404A, 404B, 404C, 404D, 405A, 405B, 405C, 405D, 406A, 406B, 406C, 406D, 407A, 407B, 407C, 407D, 408A, 408B, 408C, 408D, 409A, 409B, 409C, 409D, 410A, 410B, 410D, 411A, 411B, 412A, 412B, 413A, 501A, 501B, 501C, 501D, 502A, 502B, 502C, 502D, 503A, 503B, 503C, 503D, 504A, 504B, 504C, 504D, 505A, 505B, 505C, 505D, 506A, 506B, 506C, 506D, 507A, 507B, 507C, 507D, 508A, 508B, 508C, 508D, 509A, 509B, 509C, 509D, 510A, 510B, 510D, 511A, 512A, 512B, 513A, 601A, 601B, 601C, 601D, 602A, 602B, 602C, 602D, 603A, 603B, 603C, 603D, 604A, 604B, 604C, 604D, 605A, 605B, 605C, 605D, 606A, 606B, 606C, 606D, 607A, 607B, 607D, 608A, 608B, 608C, 608D, 609A, 609B, 609C, 609D, 610A, 610B, 610D, 611A, 611B, 612A, 613A, 701D, 702D, 703A, 703D, 704A, 704D, 705A, 705D, 706A, 706D, 707D, 708D, 709D, 710D, G01A, G02A, G03A, G04A, G05A, G06A, S3, S4, S15, S17, S701.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

6/1 BROMHAM PLACE RICHMOND VIC 3121

PS827726Q/S2 01/05/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC055383V 29/04/2022

Additional Owners Corporation Information:

OC055380C 29/04/2022

Notations:

NIL



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	190	250
Lot 2	190	250
Lot 3	190	250
Lot 4	190	250
Lot 5	267	350
Lot 6	518	640
Lot 7	450	555
Lot 8	305	395
Lot 9	457	565
Lot 10	159	200
Lot 12	195	190
Lot 13	193	190
Lot 14	359	400
Lot 15	362	400
Lot 16	251	265
Lot 101A	125	125
Lot 101B	126	125
Lot 101C	127	125
Lot 101D	120	125
Lot 102A	142	125
Lot 102B	126	125
Lot 102C	165	150
Lot 102D	125	125
Lot 103A	88	100
Lot 103B	124	125
Lot 103C	91	100



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 103D	127	125
Lot 104A	125	125
Lot 104B	167	150
Lot 104C	124	125
Lot 104D	172	150
Lot 105A	168	150
Lot 105B	199	150
Lot 105C	121	125
Lot 105D	125	125
Lot 106A	90	100
Lot 106B	150	125
Lot 106C	82	100
Lot 106D	125	125
Lot 107A	132	125
Lot 107B	140	125
Lot 107C	121	125
Lot 107D	139	125
Lot 108A	181	150
Lot 108B	91	100
Lot 108C	123	125
Lot 108D	125	125
Lot 109A	127	125
Lot 109B	91	100
Lot 109C	125	125
Lot 110A	127	125
Lot 110B	97	100
Lot 110C	127	125
Lot 111A	100	100
Lot 111B	92	100



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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 112A	105	100
Lot 112B	132	125
Lot 113A	89	100
Lot 113B	124	125
Lot 114B	113	125
Lot 201A	121	125
Lot 201B	124	125
Lot 201C	128	125
Lot 201D	121	125
Lot 202A	138	125
Lot 202B	126	125
Lot 202C	168	150
Lot 202D	127	125
Lot 203A	86	100
Lot 203B	122	125
Lot 203C	92	100
Lot 203D	127	125
Lot 204A	123	125
Lot 204B	168	150
Lot 204C	125	125
Lot 204D	174	150
Lot 205A	165	150
Lot 205B	189	150
Lot 205C	124	125
Lot 205D	127	125
Lot 206A	88	100
Lot 206B	135	125
Lot 206C	124	125
Lot 206D	127	125



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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 207A	130	125
Lot 207B	137	125
Lot 207C1	128	125
Lot 207D	141	125
Lot 208A	177	150
Lot 208B	88	100
Lot 208C	125	125
Lot 208D	84	100
Lot 209A	125	125
Lot 209B	88	100
Lot 209C	127	125
Lot 209D	84	100
Lot 210A	125	125
Lot 210B	87	100
Lot 210C	128	125
Lot 210D	84	100
Lot 211A	88	100
Lot 211B	87	100
Lot 212A	100	100
Lot 212B	125	125
Lot 213A	87	100
Lot 213B	125	125
Lot 214B	114	125
Lot 301A	122	125
Lot 301B	122	125
Lot 301C	129	125
Lot 301D	122	125
Lot 302A	139	125
Lot 302B	124	125



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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 302C	170	150
Lot 302D	129	125
Lot 303A	87	100
Lot 303B	122	125
Lot 303C	93	100
Lot 303D	128	125
Lot 304A	124	125
Lot 304B	169	150
Lot 304C	123	125
Lot 304D	177	150
Lot 305A	167	150
Lot 305B	188	150
Lot 305C	123	125
Lot 305D	122	125
Lot 306A	89	100
Lot 306B	137	125
Lot 306C	113	125
Lot 306D	128	125
Lot 307A	131	125
Lot 307B	136	125
Lot 307C	113	125
Lot 307D	143	125
Lot 308A	200	150
Lot 308B	87	100
Lot 308C	110	125
Lot 308D	88	100
Lot 309A	127	125
Lot 309B	87	100
Lot 309C	128	125



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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 309D	85	100
Lot 310A	127	125
Lot 310B	87	100
Lot 310C	134	125
Lot 310D	85	100
Lot 311A	88	100
Lot 311B	88	100
Lot 312A	100	100
Lot 312B	126	125
Lot 313A	87	100
Lot 313B	111	125
Lot 314B	113	125
Lot 401A	126	125
Lot 401B	244	150
Lot 401C	127	125
Lot 401D	91	100
Lot 402A	143	125
Lot 402C	90	100
Lot 402D	87	100
Lot 403A	89	100
Lot 403B	122	125
Lot 403C	177	150
Lot 403D	124	125
Lot 404A	129	125
Lot 404B	135	125
Lot 404C	114	125
Lot 404D	140	125
Lot 405A	172	150
Lot 405B	192	150



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 405C	114	125
Lot 405D	122	125
Lot 406A	92	100
Lot 406B	188	150
Lot 406C	114	125
Lot 406D	132	125
Lot 407A	135	125
Lot 407B	86	100
Lot 407C	120	125
Lot 407D	85	100
Lot 408A	183	150
Lot 408B	88	100
Lot 408C	89	100
Lot 408D	88	100
Lot 409A	130	125
Lot 409B	87	100
Lot 409C	87	100
Lot 409D	89	100
Lot 410A	131	125
Lot 410B	88	100
Lot 410D	87	100
Lot 411A	91	100
Lot 411B	191	150
Lot 412A	104	100
Lot 412B	132	125
Lot 413A	90	100
Lot 501A	127	125
Lot 501B	115	125
Lot 501C	124	125



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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 501D	124	125
Lot 502A	145	125
Lot 502B	181	150
Lot 502C	90	100
Lot 502D	130	125
Lot 503A	90	100
Lot 503B	189	150
Lot 503C	179	150
Lot 503D	130	125
Lot 504A	130	125
Lot 504B	137	125
Lot 504C	117	125
Lot 504D	181	150
Lot 505A	173	150
Lot 505B	135	125
Lot 505C	117	125
Lot 505D	125	125
Lot 506A	92	100
Lot 506B	135	125
Lot 506C	117	125
Lot 506D	127	125
Lot 507A	137	125
Lot 507B	85	100
Lot 507C	121	125
Lot 507D	87	100
Lot 508A	184	150
Lot 508B	85	100
Lot 508C	115	125
Lot 508D	85	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 509A	131	125
Lot 509B	87	100
Lot 509C	88	100
Lot 509D	87	100
Lot 510A	131	125
Lot 510B	286	175
Lot 510D	88	100
Lot 511A	92	100
Lot 512A	104	100
Lot 512B	129	125
Lot 513A	90	100
Lot 601A	129	125
Lot 601B	180	150
Lot 601C	129	125
Lot 601D	131	125
Lot 602A	146	125
Lot 602B	191	150
Lot 602C	92	100
Lot 602D	131	125
Lot 603A	90	100
Lot 603B	135	125
Lot 603C	181	150
Lot 603D	131	125
Lot 604A	131	125
Lot 604B	134	125
Lot 604C	118	125
Lot 604D	183	150
Lot 605A	174	150
Lot 605B	135	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/07/2023 01:49:40 PM

OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 605C	118	125
Lot 605D	128	125
Lot 606A	93	100
Lot 606B	87	100
Lot 606C	239	150
Lot 606D	128	125
Lot 607A	138	125
Lot 607B	87	100
Lot 607D	88	100
Lot 608A	185	150
Lot 608B	87	100
Lot 608C	90	125
Lot 608D	87	100
Lot 609A	132	125
Lot 609B	87	100
Lot 609C	90	100
Lot 609D	88	100
Lot 610A	132	125
Lot 610B	200	150
Lot 610D	89	100
Lot 611A	92	100
Lot 611B	135	125
Lot 612A	105	100
Lot 613A	91	100
Lot 701D	128	125
Lot 702D	139	125
Lot 703A	217	150
Lot 703D	133	125
Lot 704A	208	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/07/2023 01:49:40 PM

OWNERS CORPORATION 1
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 704D	185	150
Lot 705A	150	125
Lot 705D	130	125
Lot 706A	107	125
Lot 706D	130	125
Lot 707D	90	100
Lot 708D	89	100
Lot 709D	90	100
Lot 710D	91	100
Lot G01A	146	125
Lot G02A	97	100
Lot G03A	181	150
Lot G04A	147	125
Lot G05A	147	125
Lot G06A	146	125
Lot S3	1037	1300
Lot S4	902	925
Lot S15	1477	1395
Lot S17	978	900
Lot S701	341	200
Total	44859.00	44645.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

The land in PS827726Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101A, 101B, 101C, 101D, 102A, 102B, 102C, 102D, 103A, 103B, 103C, 103D, 104A, 104B, 104C, 104D, 105A, 105B, 105C, 105D, 106A, 106B, 106C, 106D, 107A, 107B, 107C, 107D, 108A, 108B, 108C, 108D, 109A, 109B, 109C, 110A, 110B, 110C, 111A, 111B, 112A, 112B, 113A, 113B, 114B, 201A, 201B, 201C, 201D, 202A, 202B, 202C, 202D, 203A, 203B, 203C, 203D, 204A, 204B, 204C, 204D, 205A, 205B, 205C, 205D, 206A, 206B, 206C, 206D, 207A, 207B, 207C1, 207D, 208A, 208B, 208C, 208D, 209A, 209B, 209C, 209D, 210A, 210B, 210C, 210D, 211A, 211B, 212A, 212B, 213A, 213B, 214B, 301A, 301B, 301C, 301D, 302A, 302B, 302C, 302D, 303A, 303B, 303C, 303D, 304A, 304B, 304C, 304D, 305A, 305B, 305C, 305D, 306A, 306B, 306C, 306D, 307A, 307B, 307C, 307D, 308A, 308B, 308C, 308D, 309A, 309B, 309C, 309D, 310A, 310B, 310C, 310D, 311A, 311B, 312A, 312B, 313A, 313B, 314B, 401A, 401B, 401C, 401D, 402A, 402C, 402D, 403A, 403B, 403C, 403D, 404A, 404B, 404C, 404D, 405A, 405B, 405C, 405D, 406A, 406B, 406C, 406D, 407A, 407B, 407C, 407D, 408A, 408B, 408C, 408D, 409A, 409B, 409C, 409D, 410A, 410B, 410D, 411A, 411B, 412A, 412B, 413A, 501A, 501B, 501C, 501D, 502A, 502B, 502C, 502D, 503A, 503B, 503C, 503D, 504A, 504B, 504C, 504D, 505A, 505B, 505C, 505D, 506A, 506B, 506C, 506D, 507A, 507B, 507C, 507D, 508A, 508B, 508C, 508D, 509A, 509B, 509C, 509D, 510A, 510B, 510D, 511A, 512A, 512B, 513A, 601A, 601B, 601C, 601D, 602A, 602B, 602C, 602D, 603A, 603B, 603C, 603D, 604A, 604B, 604C, 604D, 605A, 605B, 605C, 605D, 606A, 606B, 606C, 606D, 607A, 607B, 607D, 608A, 608B, 608C, 608D, 609A, 609B, 609C, 609D, 610A, 610B, 610D, 611A, 611B, 612A, 613A, 701D, 702D, 703A, 703D, 704A, 704D, 705A, 705D, 706A, 706D, 707D, 708D, 709D, 710D, G01A, G02A, G03A, G04A, G05A, G06A, S701.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

6/1 BROMHAM PLACE RICHMOND VIC 3121

PS827726Q/S2 01/05/2023

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:

OC055382X 29/04/2022

Notations:

MEMBERS OF OWNERS CORPORATION NO. 2 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1 FOLIO OF THE REGISTER FOR COMMON PROPERTY NO.2 IS IN THE NAME OF OWNERS CORPORATION NO. 1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/07/2023 01:49:45 PM

OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101A	125	125
Lot 101B	126	125
Lot 101C	127	125
Lot 101D	120	125
Lot 102A	142	125
Lot 102B	126	125
Lot 102C	165	150
Lot 102D	125	125
Lot 103A	88	100
Lot 103B	124	125
Lot 103C	91	100
Lot 103D	127	125
Lot 104A	125	125
Lot 104B	167	150
Lot 104C	124	125
Lot 104D	172	150
Lot 105A	168	150
Lot 105B	199	150
Lot 105C	121	125
Lot 105D	125	125
Lot 106A	90	100
Lot 106B	150	125
Lot 106C	82	100
Lot 106D	125	125
Lot 107A	132	125
Lot 107B	140	125
Lot 107C	121	125
Lot 107D	139	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 108A	181	150
Lot 108B	91	100
Lot 108C	123	125
Lot 108D	125	125
Lot 109A	127	125
Lot 109B	91	100
Lot 109C	125	125
Lot 110A	127	125
Lot 110B	97	100
Lot 110C	127	125
Lot 111A	100	100
Lot 111B	92	100
Lot 112A	105	100
Lot 112B	132	125
Lot 113A	89	100
Lot 113B	124	125
Lot 114B	113	125
Lot 201A	121	125
Lot 201B	124	125
Lot 201C	128	125
Lot 201D	121	125
Lot 202A	138	125
Lot 202B	126	125
Lot 202C	168	150
Lot 202D	127	125
Lot 203A	86	100
Lot 203B	122	125
Lot 203C	92	100
Lot 203D	127	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 204A	123	125
Lot 204B	168	150
Lot 204C	125	125
Lot 204D	174	150
Lot 205A	165	150
Lot 205B	189	150
Lot 205C	124	125
Lot 205D	127	125
Lot 206A	88	100
Lot 206B	135	125
Lot 206C	124	125
Lot 206D	127	125
Lot 207A	130	125
Lot 207B	137	125
Lot 207C1	128	125
Lot 207D	141	125
Lot 208A	177	150
Lot 208B	88	100
Lot 208C	125	125
Lot 208D	84	100
Lot 209A	125	125
Lot 209B	88	100
Lot 209C	127	125
Lot 209D	84	100
Lot 210A	125	125
Lot 210B	87	100
Lot 210C	128	125
Lot 210D	84	100
Lot 211A	88	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 211B	87	100
Lot 212A	100	100
Lot 212B	125	125
Lot 213A	87	100
Lot 213B	125	125
Lot 214B	114	125
Lot 301A	122	125
Lot 301B	122	125
Lot 301C	129	125
Lot 301D	122	125
Lot 302A	139	125
Lot 302B	124	125
Lot 302C	170	150
Lot 302D	129	125
Lot 303A	87	100
Lot 303B	122	125
Lot 303C	93	100
Lot 303D	128	125
Lot 304A	124	125
Lot 304B	169	150
Lot 304C	123	125
Lot 304D	177	150
Lot 305A	167	150
Lot 305B	188	150
Lot 305C	123	125
Lot 305D	122	125
Lot 306A	89	100
Lot 306B	137	125
Lot 306C	113	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 306D	128	125
Lot 307A	131	125
Lot 307B	136	125
Lot 307C	113	125
Lot 307D	143	125
Lot 308A	200	150
Lot 308B	87	100
Lot 308C	110	125
Lot 308D	85	100
Lot 309A	127	125
Lot 309B	87	100
Lot 309C	128	125
Lot 309D	85	100
Lot 310A	127	125
Lot 310B	87	100
Lot 310C	134	125
Lot 310D	85	100
Lot 311A	88	100
Lot 311B	88	100
Lot 312A	100	100
Lot 312B	126	125
Lot 313A	87	100
Lot 313B	111	125
Lot 314B	113	125
Lot 401A	126	125
Lot 401B	244	150
Lot 401C	127	125
Lot 401D	91	100
Lot 402A	143	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 402C	90	100
Lot 402D	87	100
Lot 403A	89	100
Lot 403B	122	125
Lot 403C	177	150
Lot 403D	124	125
Lot 404A	129	125
Lot 404B	135	125
Lot 404C	114	125
Lot 404D	140	125
Lot 405A	172	150
Lot 405B	192	150
Lot 405C	114	125
Lot 405D	122	125
Lot 406A	92	100
Lot 406B	188	150
Lot 406C	114	125
Lot 406D	132	125
Lot 407A	135	125
Lot 407B	86	100
Lot 407C	120	125
Lot 407D	85	100
Lot 408A	183	150
Lot 408B	88	100
Lot 408C	89	100
Lot 408D	88	100
Lot 409A	130	125
Lot 409B	87	100
Lot 409C	87	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 409D	89	100
Lot 410A	131	125
Lot 410B	88	100
Lot 410D	87	100
Lot 411A	91	100
Lot 411B	191	150
Lot 412A	104	100
Lot 412B	132	125
Lot 413A	90	100
Lot 501A	127	125
Lot 501B	115	125
Lot 501C	124	125
Lot 501D	124	125
Lot 502A	145	125
Lot 502B	181	150
Lot 502C	90	100
Lot 502D	130	125
Lot 503A	90	100
Lot 503B	189	150
Lot 503C	179	150
Lot 503D	130	125
Lot 504A	130	125
Lot 504B	137	125
Lot 504C	117	125
Lot 504D	181	150
Lot 505A	173	150
Lot 505B	135	125
Lot 505C	117	125
Lot 505D	125	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 506A	92	100
Lot 506B	135	125
Lot 506C	117	125
Lot 506D	127	125
Lot 507A	137	125
Lot 507B	85	100
Lot 507C	121	125
Lot 507D	87	100
Lot 508A	184	150
Lot 508B	85	100
Lot 508C	115	125
Lot 508D	85	100
Lot 509A	131	125
Lot 509B	87	100
Lot 509C	88	100
Lot 509D	87	100
Lot 510A	131	125
Lot 510B	286	175
Lot 510D	88	100
Lot 511A	92	100
Lot 512A	104	100
Lot 512B	129	125
Lot 513A	90	100
Lot 601A	129	125
Lot 601B	180	150
Lot 601C	129	125
Lot 601D	131	125
Lot 602A	146	125
Lot 602B	191	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 602C	92	100
Lot 602D	131	125
Lot 603A	90	100
Lot 603B	135	125
Lot 603C	181	150
Lot 603D	131	125
Lot 604A	131	125
Lot 604B	134	125
Lot 604C	118	125
Lot 604D	183	150
Lot 605A	174	150
Lot 605B	135	125
Lot 605C	118	125
Lot 605D	128	125
Lot 606A	93	100
Lot 606B	87	100
Lot 606C	239	150
Lot 606D	128	125
Lot 607A	138	125
Lot 607B	87	100
Lot 607D	88	100
Lot 608A	185	150
Lot 608B	87	100
Lot 608C	90	125
Lot 608D	87	100
Lot 608A	132	125
Lot 609B	87	100
Lot 609C	90	100
Lot 609D	88	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 610A	132	125
Lot 610B	200	150
Lot 610D	89	100
Lot 611A	92	100
Lot 611B	135	125
Lot 612A	105	100
Lot 613A	91	100
Lot 701D	128	125
Lot 702D	139	125
Lot 703A	217	150
Lot 703D	133	125
Lot 704A	208	150
Lot 704D	185	150
Lot 705A	150	125
Lot 705D	130	125
Lot 706A	107	125
Lot 706D	130	125
Lot 707D	90	100
Lot 708D	89	100
Lot 709D	90	100
Lot 710D	91	100
Lot G01A	146	125
Lot G02A	97	100
Lot G03A	181	150
Lot G04A	147	125
Lot G05A	147	125
Lot G06A	146	125
Lot S701	341	200
Total	36189.00	34975.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS827726Q

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Statement End.

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 11 August 2023 11:05 AM

PROPERTY DETAILS

Address: **404/160 WHITEHORSE ROAD BLACKBURN 3130**
Lot and Plan Number: **Lot 404A PS827726**
Standard Parcel Identifier (SPI): **404A\PS827726**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **None**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 48 A9**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

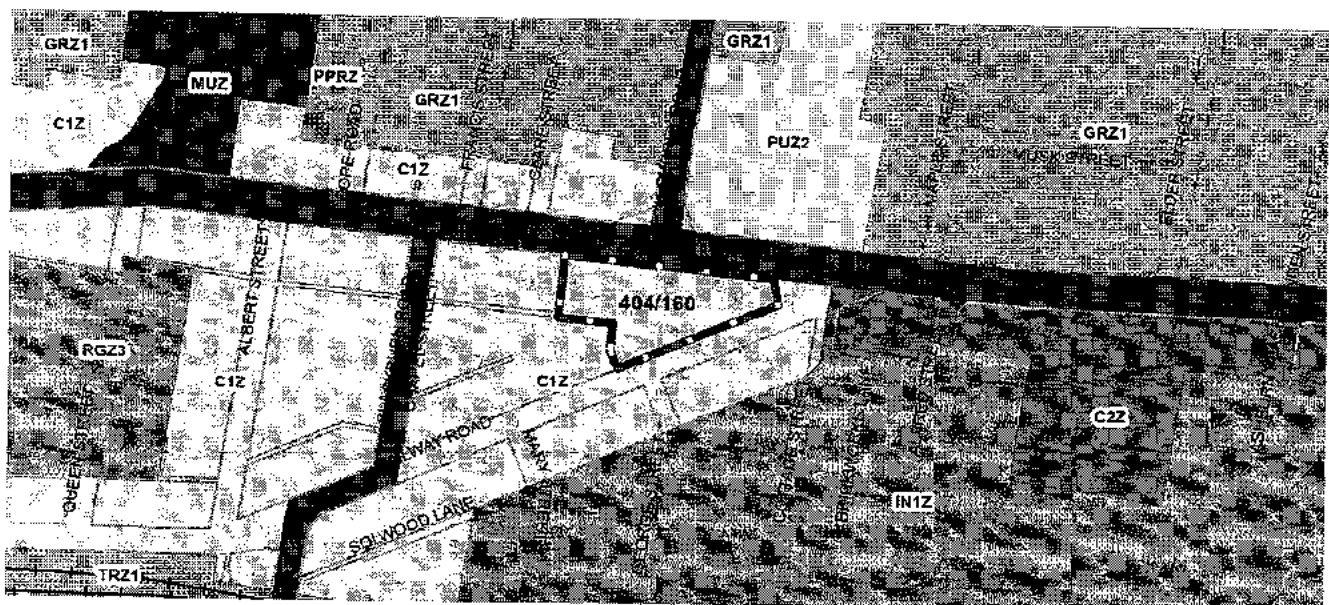
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



	C1Z - Commercial 1		C2Z - Commercial 2		GRZ - General Residential
	IN1Z - Industrial 1		MUZ - Mixed Use		PPRZ - Public Park and Recreation
	PUZ2 - Public Use-Education		RGZ - Residential Growth		TRZ1 - State Transport Infrastructure
	TRZ2 - Principal Road Network		Railway line		

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

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Read the full disclaimer at <https://www.dilep.vic.gov.au/disclosure>

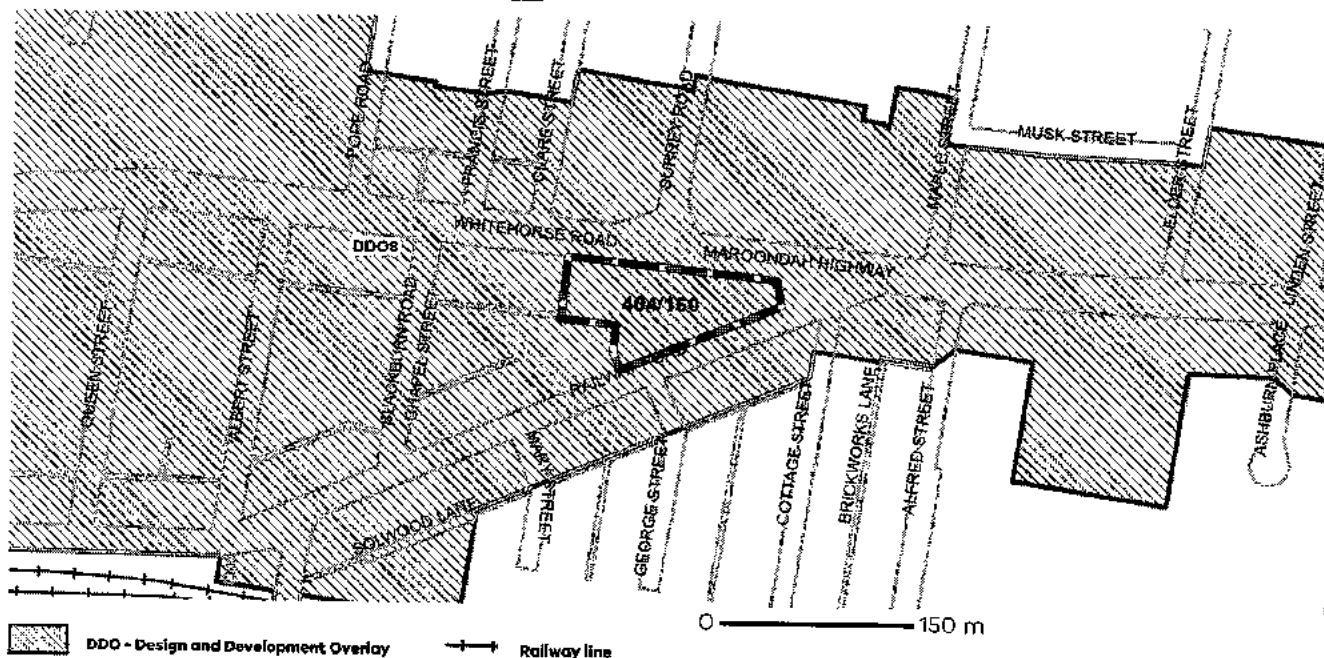
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

PLANNING PROPERTY REPORT: 404/160 WHITEHORSE ROAD BLACKBURN 3130

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



DDO - Design and Development Overlay —+— Railway line

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

PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL AUDIT OVERLAY (EAO)

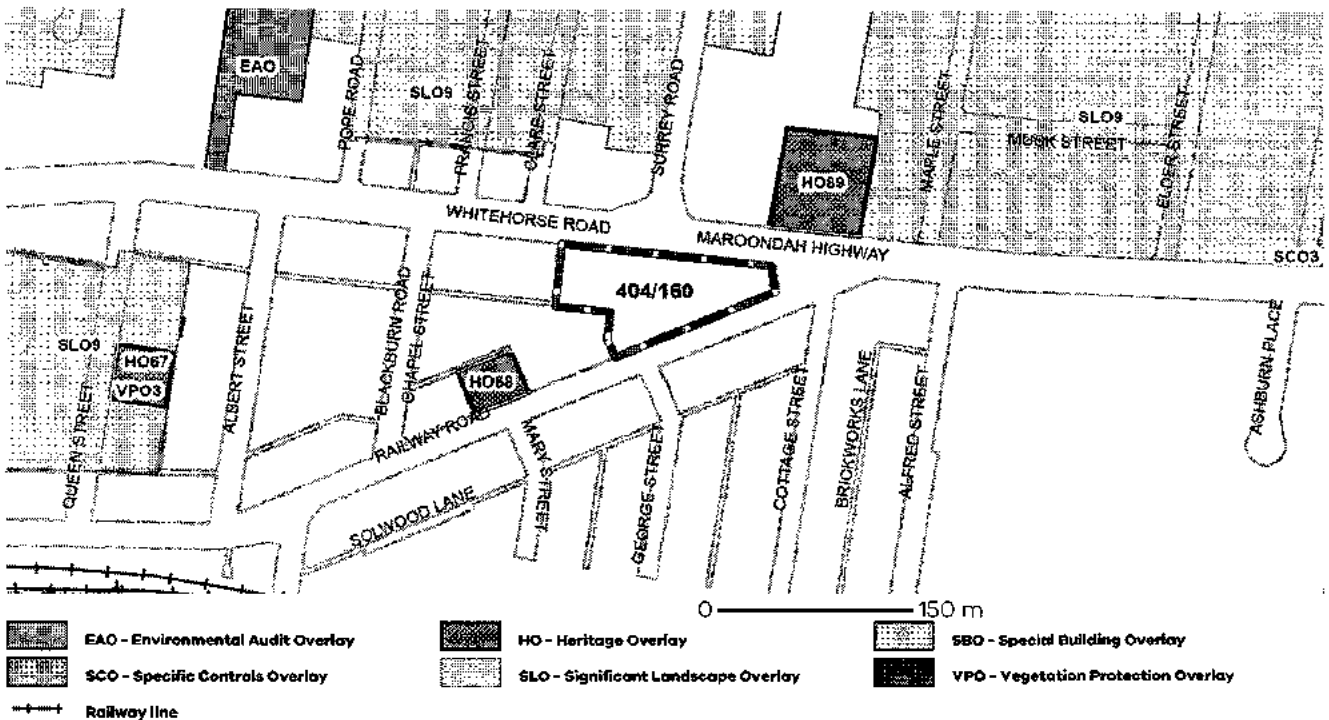
HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)

SPECIFIC CONTROLS OVERLAY (SCO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

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 7 August 2023.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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Read the full disclaimer at <https://www.dcp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 82C (b) of the Sale of Land 1962 (Vic)

PLANNING PROPERTY REPORT: 404/160 WHITEHORSE ROAD BLACKBURN 3180

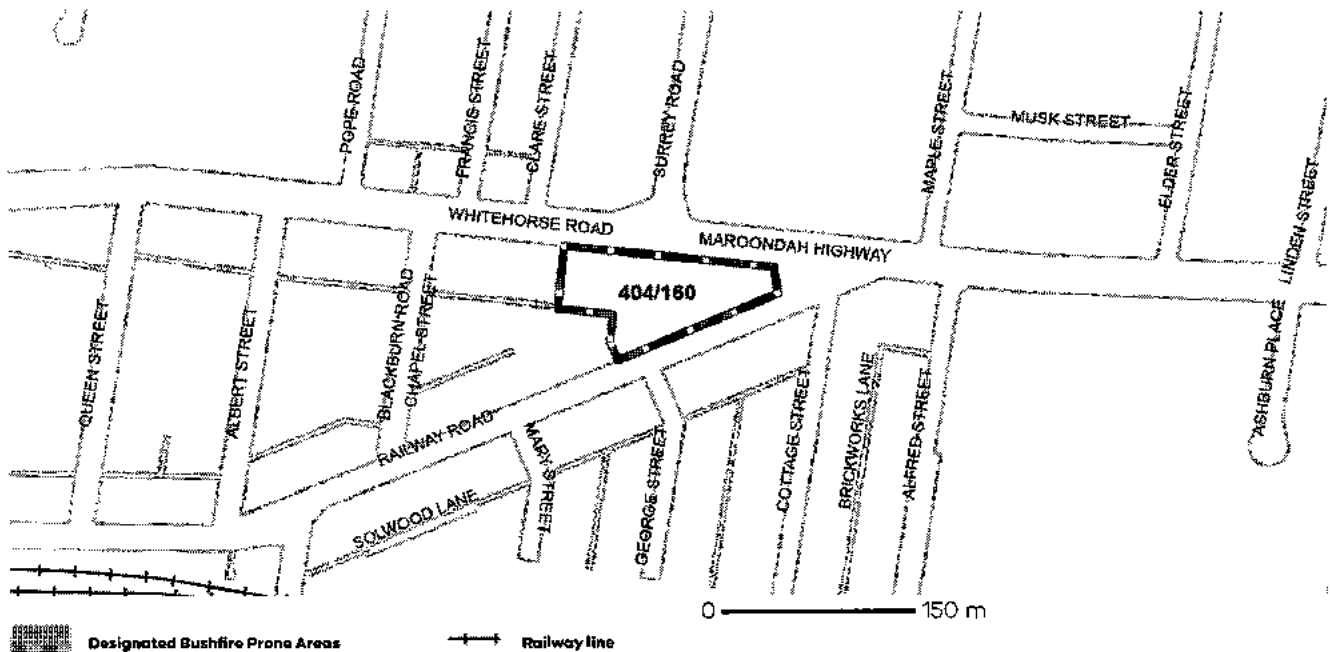
Page 3 of 4

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](https://mapshare.vic.gov.au/vicplan/) to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to 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 this 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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

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

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



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: 841

Date of Issue: 1 August 2023

Applicant's Reference: 69732328-025-9:51436

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:	10103818	Check Digit:	0
Property Description:	Lot 404A PS 827726		
Property Address:	404/160 Whitehorse Road, BLACKBURN VIC 3130		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2023 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2023.

Site Value:	\$54,000
Capital Improved Value:	\$495,000
Net Annual Value:	\$24,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024

DECLARED BY COUNCIL 26 JUNE 2023

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024

General Rates	700.55
FSPL Fixed Charge	125.00
FSPL Variable Rate	22.75
Waste Service Charges	67.85
TOTAL CURRENT LEVIED	\$916.15

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING

\$916.15

For Waste Service charge details, please see page 3

FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

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 2023/2024 rating year, due dates for instalments are 2 October 2023, 30 November 2023, 28 February 2024 and 31 May 2024. Due date for lump sum payment is 15 February 2024.

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.

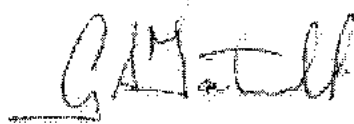
BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

For further information on the items that the waste service charges can comprise of, please see:

<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

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: 0101038180
- 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.

Property Clearance Certificate
Land Tax



ANDREW CIKRON

Your Reference: LD 68732328-020-4 PATEL
Certificate No: 66372271
Issue Date: 31 JUL 2023
Enquiries: ESYSPROD

Land Address: 160 WHITEHORSE ROAD BLACKBURN VIC 3130

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 49294428, 404A, 827726, 12468, 845, \$628.34

Vendor: KIRPABEN PATEL
Purchaser: INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. Row 1: PAGE OF BLACKBURN UNIT TRUST, 2023, \$29,858, \$631.87, \$0.00, \$628.34

Comments: Land Tax of \$631.87 has been assessed for 2023, an amount of \$3.54 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Table with 6 columns: Current Vacant Residential Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. All cells are empty.

Comments:

Table with 6 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total. All cells are empty.

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

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Amount. Row 1: CAPITAL IMPROVED VALUE, \$29,858. Row 2: SITE VALUE, \$29,858. Row 3: CURRENT LAND TAX CHARGE, \$628.34



Notes to Certificate - Land Tax

Certificate No: 66372271

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

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 = \$29,858

Calculated as \$0 plus (\$29,858 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billir Code: 5249
Ref: 66372271

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: 66372271

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

Windfall Gains Tax



ANDREW CIKRON

Your Reference: LD 69732328-020-4.PATEL

Certificate No: 66372271

Issue Date: 31 JUL 2023

Land Address: 160 WHITEHORSE ROAD BLACKBURN VIC 3130

Lot	Plan	Volume	Folio
404A	827726	12468	845

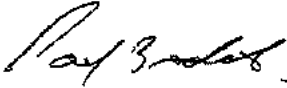
Vendor: KIRPABEN PATEL

Purchaser: INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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



Paul Broderick

Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE

\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 66372271

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 66372277

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: 66372277

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



YARRA VALLEY WATER
ABN 55 089 902 551

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

31st July 2023

Andrew Cikron C/- LANDATA
LANDATA

Dear Andrew Cikron C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	404/160 WHITEHORSE ROAD BLACKBURN 3130
Applicant	Andrew Cikron C/- LANDATA LANDATA
Information Statement	30784221
Conveyancing Account Number	7959580000
Your Reference	Patel

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 Property Information Statement

Property Address	404/160 WHITEHORSE ROAD BLACKBURN 3130
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

The property has a trade waste fixture or apparatus connected to Yarra Valley Water's sewer. Should the occupancy and/or ownership change and it is intended to discharge trade waste to Yarra Valley Water's sewer, it will be necessary for the occupier to apply for a new Trade Waste agreement. Upon assessment of the application, any existing trade waste fixture or apparatus connected may require alteration or additional controls installed. If the trade waste discharge is to cease, the fixture or apparatus must be disconnected from the sewer. To apply for a new Trade Waste Agreement please phone Yarra Valley Water on 1300 853 811.

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

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

Melbourne Water Property Information Statement

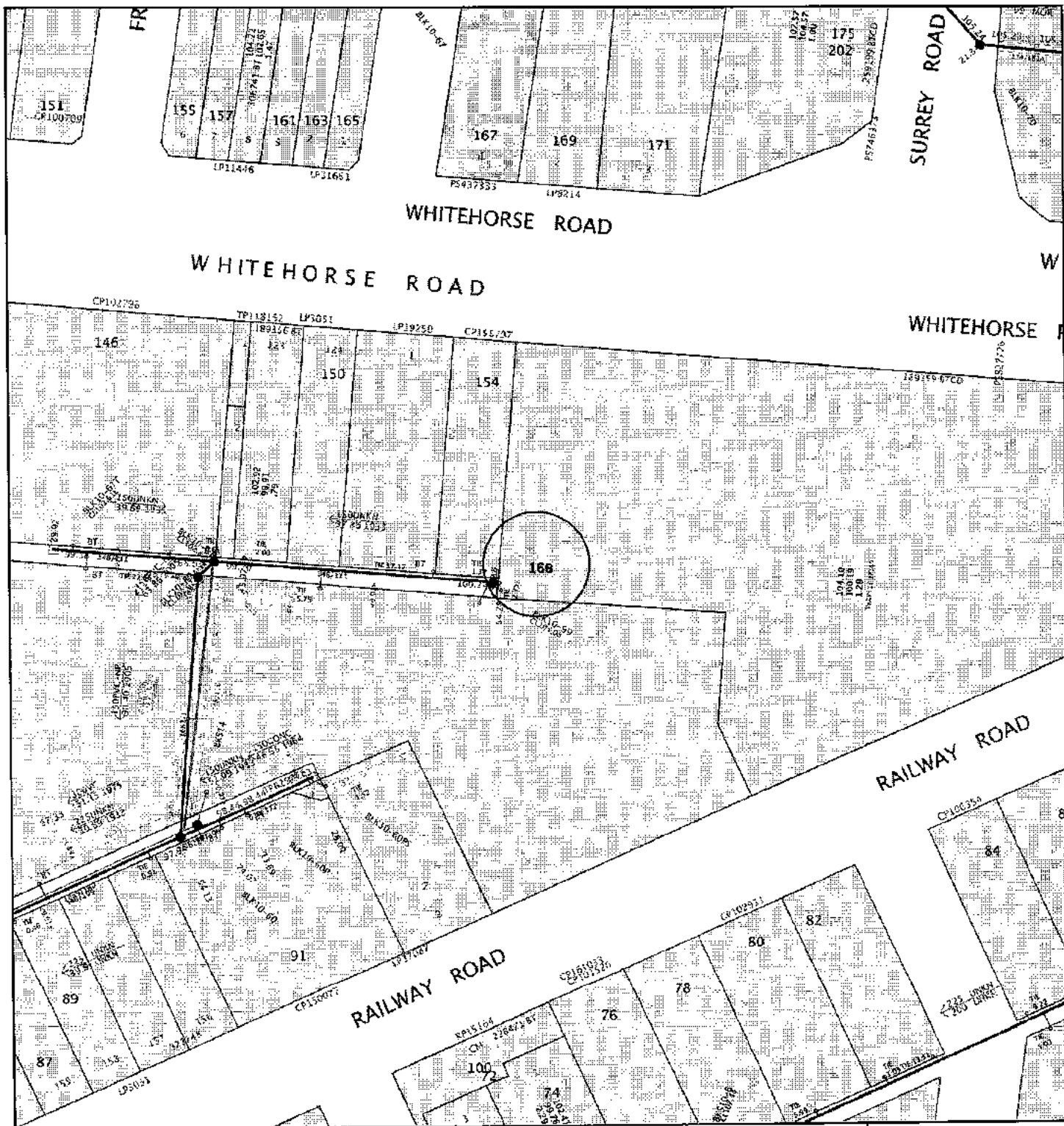
Property Address	404A/160 WHITEHORSE ROAD BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30784221**

Address	404/160 WHITEHORSE ROAD BLACKBURN 3130
Date	31/07/2023
Scale	1:1000



ABN 93 066 902 501

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

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



YARRA VALLEY WATER
ABN 93 995 902 501

Lusknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Andrew Cikron C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3057305903
Rate Certificate No: 30784221

Date of Issue: 31/07/2023
Your Ref: Patel

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
404/160 WHITEHORSE RD, BLACKBURN VIC 3130	404A/PS827726	5264784	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Water Usage Charge	26-05-2023 to 20-07-2023	\$0.00	\$0.00
Estimated Average Daily Usage \$0.00			
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$7.77
	Total for This Property		\$79.06

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

Property Address	Lot & Plan	Property Number	Property Type
160-162 WHITEHORSE RD, BLACKBURN VIC 3130		5285773	Commercial

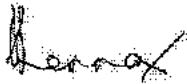
Agreement Type	Period	Charges	Outstanding
Commercial Water Usage Charge		\$0.00	\$0.00
Commercial Sewer Disposal Charge		\$0.00	\$0.00

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		-\$226.45 cr
	Total for This Property		-\$226.45 cr

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

YARRA VALLEY WATER
ABN 93 606 881 521

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5264784

Address: 404/160 WHITEHORSE RD, BLACKBURN VIC 3130

Water Information Statement Number: 30784221

HOW TO PAY



Billir Code: 314567
Ref: 30573059031

Amount
Paid

Date
Paid

Receipt
Number

OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018
Regulation 192 Form 16

PROPERTY DETAILS

160 Whitehorse Road, BLACKBURN 3130				
LOT	LP/PS	VOLUME	FOLIO	SECTION
2	605588P	11029	547	-

MUNICIPAL DISTRICT

City of Whitehorse

BUILDING PERMIT DETAILS

STOREYS CONTAINED	RISE IN STOREYS	EFFECTIVE HEIGHT	TYPE OF CONSTRUCTION
12	9	27.63m	Type A

BUILDING PERMIT NUMBER

1379345652332, 5268950337700, 3204094448617, 4152185895545, 3760954991302, 8349640156283, 1191840581787, 3372452027462, 7267110964864, 7267110964864/VA, 7267110964864/VB, 7267110964864/VD, 7267110964864/VE, 2412224006897, 5730011899565, 4690802177648, 4690802177648/VC, 8140350161483, 5730011899565, 3674423609265 & 5689831439152

VERSION OF BCA APPLICABLE TO PERMIT

National Construction Code Building Code of Australia 2016 – Volume 1, Amendment 1
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BUILDING DETAILS

GROUND FLOOR	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
G01A	2	Apartment	2 kPa	N/A
G02A	2	Apartment	2 kPa	N/A
G03A	2	Apartment	2 kPa	N/A
G04A	2	Apartment	2 kPa	N/A
G05A	2	Apartment	2 kPa	N/A
G06A	2	Apartment	2 kPa	N/A
LEVEL 1	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
Common	2	Common Area	4.0 kPa	N/A
101A	2	Apartment	2 kPa	N/A
102A	2	Apartment	2 kPa	N/A
103A	2	Apartment	2 kPa	N/A
104A	2	Apartment	2 kPa	N/A
105A	2	Apartment	2 kPa	N/A
106A	2	Apartment	2 kPa	N/A
107A	2	Apartment	2 kPa	N/A
108A	2	Apartment	2 kPa	N/A
109A	2	Apartment	2 kPa	N/A
110A	2	Apartment	2 kPa	N/A
111A	2	Apartment	2 kPa	N/A
112A	2	Apartment	2 kPa	N/A
113A	2	Apartment	2 kPa	N/A
101B	2	Apartment	2 kPa	N/A
102B	2	Apartment	2 kPa	N/A
103B	2	Apartment	2 kPa	N/A
104B	2	Apartment	2 kPa	N/A
105B	2	Apartment	2 kPa	N/A
106B	2	Apartment	2 kPa	N/A
107B	2	Apartment	2 kPa	N/A
108B	2	Apartment	2 kPa	N/A
109B	2	Apartment	2 kPa	N/A
110B	2	Apartment	2 kPa	N/A
111B	2	Apartment	2 kPa	N/A
112B	2	Apartment	2 kPa	N/A
113B	2	Apartment	2 kPa	N/A
114B	2	Apartment	2 kPa	N/A

LEVEL 2	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
201A	2	Apartment	2 kPa	N/A
202A	2	Apartment	2 kPa	N/A
203A	2	Apartment	2 kPa	N/A
204A	2	Apartment	2 kPa	N/A
205A	2	Apartment	2 kPa	N/A
206A	2	Apartment	2 kPa	N/A
207A	2	Apartment	2 kPa	N/A
208A	2	Apartment	2 kPa	N/A
209A	2	Apartment	2 kPa	N/A
210A	2	Apartment	2 kPa	N/A
211A	2	Apartment	2 kPa	N/A
212A	2	Apartment	2 kPa	N/A
213A	2	Apartment	2 kPa	N/A
201B	2	Apartment	2 kPa	N/A
202B	2	Apartment	2 kPa	N/A
203B	2	Apartment	2 kPa	N/A
204B	2	Apartment	2 kPa	N/A
205B	2	Apartment	2 kPa	N/A
206B	2	Apartment	2 kPa	N/A
207B	2	Apartment	2 kPa	N/A
208B	2	Apartment	2 kPa	N/A
209B	2	Apartment	2 kPa	N/A
210B	2	Apartment	2 kPa	N/A
211B	2	Apartment	2 kPa	N/A
212B	2	Apartment	2 kPa	N/A
213B	2	Apartment	2 kPa	N/A
214B	2	Apartment	2 kPa	N/A

LEVEL 3	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
301A	2	Apartment	2 kPa	N/A
302A	2	Apartment	2 kPa	N/A
303A	2	Apartment	2 kPa	N/A
304A	2	Apartment	2 kPa	N/A
305A	2	Apartment	2 kPa	N/A
306A	2	Apartment	2 kPa	N/A
307A	2	Apartment	2 kPa	N/A
308A	2	Apartment	2 kPa	N/A
309A	2	Apartment	2 kPa	N/A
310A	2	Apartment	2 kPa	N/A
311A	2	Apartment	2 kPa	N/A
312A	2	Apartment	2 kPa	N/A
313A	2	Apartment	2 kPa	N/A
301B	2	Apartment	2 kPa	N/A
302B	2	Apartment	2 kPa	N/A
303B	2	Apartment	2 kPa	N/A
304B	2	Apartment	2 kPa	N/A
305B	2	Apartment	2 kPa	N/A
306B	2	Apartment	2 kPa	N/A
307B	2	Apartment	2 kPa	N/A
308B	2	Apartment	2 kPa	N/A
309B	2	Apartment	2 kPa	N/A
310B	2	Apartment	2 kPa	N/A
311B	2	Apartment	2 kPa	N/A
312B	2	Apartment	2 kPa	N/A
313B	2	Apartment	2 kPa	N/A
314B	2	Apartment	2 kPa	N/A

LEVEL 4	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
401A	2	Apartment	2 kPa	N/A
402A	2	Apartment	2 kPa	N/A

403A	2	Apartment	2 kPa	N/A
404A	2	Apartment	2 kPa	N/A
405A	2	Apartment	2 kPa	N/A
406A	2	Apartment	2 kPa	N/A
407A	2	Apartment	2 kPa	N/A
408A	2	Apartment	2 kPa	N/A
409A	2	Apartment	2 kPa	N/A
410A	2	Apartment	2 kPa	N/A
411A	2	Apartment	2 kPa	N/A
412A	2	Apartment	2 kPa	N/A
413A	2	Apartment	2 kPa	N/A
401B	2	Apartment	2 kPa	N/A
403B	2	Apartment	2 kPa	N/A
404B	2	Apartment	2 kPa	N/A
405B	2	Apartment	2 kPa	N/A
406B	2	Apartment	2 kPa	N/A
407B	2	Apartment	2 kPa	N/A
408B	2	Apartment	2 kPa	N/A
409B	2	Apartment	2 kPa	N/A
410B	2	Apartment	2 kPa	N/A
411B	2	Apartment	2 kPa	N/A
412B	2	Apartment	2 kPa	N/A

LEVEL 5	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
501A	2	Apartment	2 kPa	N/A
502A	2	Apartment	2 kPa	N/A
503A	2	Apartment	2 kPa	N/A
504A	2	Apartment	2 kPa	N/A
505A	2	Apartment	2 kPa	N/A
506A	2	Apartment	2 kPa	N/A
507A	2	Apartment	2 kPa	N/A
508A	2	Apartment	2 kPa	N/A
509A	2	Apartment	2 kPa	N/A
510A	2	Apartment	2 kPa	N/A
511A	2	Apartment	2 kPa	N/A
512A	2	Apartment	2 kPa	N/A
513A	2	Apartment	2 kPa	N/A
501B	2	Apartment	2 kPa	N/A
502B	2	Apartment	2 kPa	N/A
503B	2	Apartment	2 kPa	N/A
504B	2	Apartment	2 kPa	N/A
505B	2	Apartment	2 kPa	N/A
506B	2	Apartment	2 kPa	N/A
507B	2	Apartment	2 kPa	N/A
508B	2	Apartment	2 kPa	N/A
509B	2	Apartment	2 kPa	N/A
510B	2	Apartment	2 kPa	N/A
512B	2	Apartment	2 kPa	N/A

LEVEL 6	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
Communal Area	2	Common Area	4.0 kPa	N/A
601A	2	Apartment	2 kPa	N/A
602A	2	Apartment	2 kPa	N/A
603A	2	Apartment	2 kPa	N/A
604A	2	Apartment	2 kPa	N/A
605A	2	Apartment	2 kPa	N/A
606A	2	Apartment	2 kPa	N/A
607A	2	Apartment	2 kPa	N/A
608A	2	Apartment	2 kPa	N/A
609A	2	Apartment	2 kPa	N/A
610A	2	Apartment	2 kPa	N/A
611A	2	Apartment	2 kPa	N/A

612A	2	Apartment	2 kPa	N/A
613A	2	Apartment	2 kPa	N/A
601B	2	Apartment	2 kPa	N/A
602B	2	Apartment	2 kPa	N/A
603B	2	Apartment	2 kPa	N/A
604B	2	Apartment	2 kPa	N/A
605B	2	Apartment	2 kPa	N/A
606B	2	Apartment	2 kPa	N/A
607B	2	Apartment	2 kPa	N/A
608B	2	Apartment	2 kPa	N/A
609B	2	Apartment	2 kPa	N/A
610B	2	Apartment	2 kPa	N/A
611B	2	Apartment	2 kPa	N/A

LEVEL 7	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Residential Corridor	2	Corridor	4.0 kPa	N/A
S701	2	Apartment	2 kPa	N/A
703A	2	Apartment	2 kPa	N/A
704A	2	Apartment	2 kPa	N/A
705A	2	Apartment	2 kPa	N/A
706A	2	Apartment	2 kPa	N/A

PERFORMANCE SOLUTIONS

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

PERFORMANCE SOLUTION:	PERFORMANCE REQUIREMENT:
1. To permit external cladding and roof to meet the waterproofing performance requirements of the BCA.	FP1.4
2. To permit the grading of the floor in a bathroom/laundry to vary from the prescriptive provisions of AS 3740.	FP1.6
3. To permit the methodology of using a verification method (JV3) to satisfy the performance requirement JP1 to satisfy compliance with BCA parts J1-3.	JP1
4. To permit a reduction in the FRL from a maximum of up to 180 minutes associated with the retail tenancies to a maximum FRL of 120 minutes.	CP1, CP2
5. To permit a localised reduction in floor slab thickness in apartments bathrooms and balconies (180mm minimum thickness excluding screed and tiling thicknesses).	CP1, CP2
6. To permit timber noggings to be used within wall systems required to be non-combustible (wall-framing utilises light gauge steel studs) – Note the fire resistant walls must be constructed in accordance with the Knauf plasterboard literature, with the timber noggings/fixtures provided in accordance with Knauf Literature, Figures 133-135.	CP2
7. To permit public corridors to exceed 40m in length without being subdivided by smoke doors	CP2, EP2.2
8. To permit openings to be constructed within 3m of fire source features and not be protected in accordance with clause C3.4	CP2, CP8
9. To permit the installation of the test drain pipe serving the fire system penetrating the fire isolated stairs	CP2, CP8, DP5, EP2.2
10. To permit Tower C to be provided with a single exit in lieu of two (n.b. the tower individually would not have an effective height exceeding 25m).	DP4, EP2.2
11. To permit the distance of a point of choice of exit is available to exceed 20m: Up to 30m within Basement 4 (storage areas) Up to 28m within Basement 4 (from grid point B19-A0) Up to 30m within Basement 3 (storage areas) Up to 33m within Basement 2 (supply fan room) Up to 26m within Basement 1 Up to 21m within Ground Level (bike parks)	DP4, EP2.2
12. To permit the distance of travel to an exit where a point of choice of exit is available to exceed 40m: Up to 42m within Basement 4 (from grid point B0-A5) Up to 52m within Basement 4 (from supply air fan room) Up to 42m within Basement 3 (from grid point B0-A5) Up to 58m within Basement 3 (from storage areas) Up to 58m within Basement 3 (from grid point B9-A6) Up to 54m within Basement 3 (from supply air fan room) Up to 54m within Basement 2 (from supply air fan room) Up to 60m within Basement 1 (within Supermarket tenancy) Up to 42m within Ground Level (Office 2) Up to 42m within Ground Level (Pool plant)	DP4, EP2.2
13. To permit the maximum distance of travel to either a single exit, or a point of choice of exit within the residential levels above ground to exceed 6m:	DP4, EP2.2

Building B (single exit) a. Up to 23m Levels 1-3 b. Up to 26m Levels 4-6 Building C (single exit) a. up to 24m Levels 1-3 b. up to 22m Levels 4-6 Building D (choice of exit) a. up to 17m Levels 1-3 b. up to 15m Level 4-6		
14. To permit the maximum separation between exits within the car park to exceed 60m Up to 65m Basement Levels 3-4 (Building C lobby and building D) Up to 84m Basement Level 2 (Building C lobby and building D)		DP4, EP2.2
15. To permit the fire isolated stairways to discharge internally in lieu of discharging directly to open space connected to the road/open space.		DP5, EP2.2
16. To permit rising and descending branches of a stair to be contained within the same shaft without segregation.		DP5, EP2.2
17. To permit a variation to the re-entry provisions within a fire isolated exit serving building levels in excess of 25m effective height – n.b. electric strikes on each level to be configured to release in GFA.		DP5, EP2.2
18. To permit the use of portable fire extinguishers in accordance with BCA Clause E1.6 within commercial tenancies excluding the supermarket on B1 in lieu of providing fire hose reels		EP1.1
19. To permit the deletion of the requirement for fire hose reel coverage to be provided to smoke lobbies.		EP1.1
20. To permit the deletion of sprinkler protection to the following areas: Top of lift shaft (AS1670.1 thermal detector in lieu) Full-height shower enclosures within bathrooms (note bathrooms will have sprinkler coverage). Laundry cupboards, provided that the criteria under AS2118.1 – 2017 Clause 5.9.17 are satisfied.		EP1.4
21. To permit the deletion of zone smoke control to class 5/6 components		EP2.2
22. To permit the deletion of stair pressurisation to fire isolated stairs connecting more than two basement levels / fire stairs serving levels above 25m effective height (Buildings A and D)		EP2.2
23. To permit the deletion of the requirement to provide Warden Intercom Points (WIPs)		EP2.1, EP2.2 & EP4.3 FP1.2
24. To apply waterproof membrane installed to external above ground areas to vary from the prescriptive requirements under AS4654.2		FP1.6
25. To permit the grading of the floor in a bathroom to vary from the prescriptive provisions of the BCA and AS 3740.		FP1.4
26. To assess the proposed building's external wall designs against Performance Requirement FP1.4 of the National Construction Code 2016 (NCC) – Volume 1		DP1, DP2
27. To permit the non-provision of dual handrails at either side of stair 6 and 7 as per clause 11.2 of AS1428.1-2009.		BP1.2
28. To permit reduced load rating of existing floor with a floor load rating of 3kPa in lieu of 5kPa as required in AS/NZS 1170.1 (basement Gym)		FP2.1
29. To permit the deletion of showers in a gym.		DP3
30. To provide technical justification to support reduced barrier height (planterboxes) where a person could fall more than 1m.		DP3
31. To provide technical justification to support the landing to exceed 500mm in length with a barrier height less than 1m (fire isolated stairs).		

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
DETERMINATION:	MATTER REPORTED ON:	REGULATION:
1. City of Whitehorse	Report and Consent – Land Liable to Flooding	153
	Legal Point of Discharge	133
	Property Information	51
	Report and Consent – Protection of the Public	116
2. Fire Rescue Victoria	1. To permit an external booster to be within 10m of the building without the compliant passive protection.	187
	2. To permit internal fire hydrant coverage shortfalls to the basement carpark levels and upper residential levels.	
	3. To permit the installation of an in-line (Mag-flow) water meter which varies from the requirements of AS 2419.1	
	4. To Permit sprinkler control valves to be located in basement carpark level 1 in lieu of being located which has direct egress to a road or open space.	
	5. To permit external fire hydrants without passive protection basement 1.	
	6. To permit the location of the internal hydrant serving the GF and B1 levels to be located within the central fire-isolated exit stair and greater than 4m from an exit.	
	7. To permit the fire pumproom to be located within the building without direct access from the street or open space (basement 1) (note Basement 1 is considered the first rise in storeys due to the rear sloping of the site).	

8. To permit Grade II water supply to sprinkler system in building over 25m tall in lieu of grade I supply.
9. To permit the inclusion of Grade Two water supply (2 x 25kL tanks.) in lieu of Grade One.
10. To permit internal hydrant to provide coverage to a level other than which it is located.
11. To permit the proposed Fire Indicator Panel location (The master FIP will be located in the main lobby of Building D since it is the main path leading to the pump room and the booster assembly location will be nearest to building D main entrance. Data gathering panels at other buildings and one FIP for the whole site)
12. To permit Fire Brigade Booster Assembly not within sight of main entry.
13. To permit the deletion of the large bore suction from the static storage.
14. To permit use of digital pressure display for static water storage and pumps suction and discharge in lieu of liquid filled pressure gauge.
15. To permit a staged handover to allow parts of the development to be occupied whilst other parts are in construction.

CONDITIONS

Occupation is subject to the following conditions:

1. The Essential Safety Measures must be maintained in accordance with Appendix A, refer to the attached Schedule of Essential Safety Measures.
2. The owner and the tenants should be advised of their responsibilities to ensure that the performance based/fire engineering report used as part of the Building Permit is not compromised by any changes to the use or occupancy of the building including fire safety systems, occupancy numbers and types and the fire load characteristics

APPROVED LOCATION FOR DISPLAY OF OCCUPANCY PERMIT

The approved location for display of this permit for the purposes of Regulation 197 is within the main entrance/foyer.

SUITABILITY FOR OCCUPATION

The building or part of the building to which this permit applies is suitable for occupation.

DATE OF INSPECTION

01/05/2023

RELEVANT BUILDING SURVEYOR

Gavin Casey

REGISTRATION No.

BS-U 1501

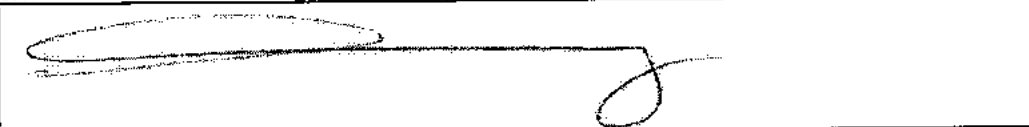
BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

CERTIFICATE No.

1379345652332/OP 5268950337700/OP 3204094448617/OP
4152185895545/OP 3760954991302/OP 8349640156283/OP
1191840581787/OP 3372452027462/OP 7267110964864/OP
2412224006897/OP 5730011899565/OP 4690802177648/OP
8140350161483/OP 5730011899565/OP 3674423609265/OP
5689831439152/OP

SIGNATURE



DATE

02/05/2023

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and

2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

APPENDIX A – SCHEDULE OF ESSENTIAL SAFETY MEASURES

Building Act 1993, Building Regulations 2018

Property Details: 160 Whitehorse Road, BLACKBURN - 3130

Certificate No. 1379345652332/OP 5268950337700/OP 3204094448617/OP 4152185895545/OP 3760954991302/OP 8349640156283/OP 1191840581787/OP 3372452027462/OP 7267110964864/OP 2412224006897/OP 5730011899565/OP 4690802177648/OP 8140350161483/OP 5730011899565/OP 3674423609265/OP 5689831439152/Occupancy Permit

TABLE 1 ESSENTIAL SAFETY MEASURES

PART 1 – BUILDING FIRE INTEGRITY

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Building elements required to satisfy prescribed fire resistance levels • Structural members • Fire and smoke barriers - walls, service penetrations and control joints • Fire and smoke barriers – Floors, service penetrations and control joints • Fire and smoke barriers – ceilings, service penetrations and control joints • Fire and smoke barriers – Service panels and hatches	Section C, D1.12	Yearly as per AS1851-2012 Section 12 Table 12.4.2 Annual Inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual Inspection for damage, deterioration, or unauthorised alteration or for any new materials installed.
Elements required to be non-combustible.	C2.5 to C2.14, C1.1, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4	Annual Inspection for damage, deterioration, or unauthorised alteration or for any new materials installed.
Fire doors-(including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms • Residential apartment • Other fire rated doors • Sliding fire rated doors	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	AS1851-2012 Section 12 Yearly Table 12.4.3.1 6 monthly Table 12.4.3.1 3 and 6 monthly Table 12.4.3.2
Solid core doors and associated self-closing, automatic closing and latching mechanisms • Residential apartment • Other solid core doors	C3.11	AS1851-2012 Section 12 Yearly Table 12.4.3.1 6 monthly Table 12.4.3.1
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Specification C2.5, D2.6 and fire engineering assessment report	AS1851-2012 Section 12 6 monthly per Table 12.4.4

PART 2
ESSENTIAL SAFETY MEASURES – MEANS OF EGRESS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Paths of travel to exits	D1.6	Inspection every three months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2 to D2.3, D2.8 to D2.11inc., D2.13, D2.16 to D2.17	Inspection every three months to ensure there are no obstructions and no alterations
Smoke lobbies to fire-isolated exits	D1.7, D2.6 and fire engineering assessment report	Yearly as per AS1851 – 2012 – Section 12 Table 12.4.1.1 and 12.4.1.2 Annual inspection for damage, deterioration, or unauthorised alteration
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware

PART 3
ESSENTIAL SAFETY MEASURES – SIGNS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Exit signs (including direction signs)	D1.12, E4.5, E4.6, E4.8	Every six months to AS/NZS 2293.2-1995
Signs warning against the use of lifts in the event of fire	E3.3	Annual inspection to ensure the warning sign is in place and legible
Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to storey is available	D2.22	Annual inspection to ensure the warning sign is in place and legible
Signs alerting persons that the operation of doors must not be impaired	D2.23	AS1851-2012 Section 12 Annual inspection to ensure the warning sign is in place and legible

**PART 4
ESSENTIAL SAFETY MEASURES – LIGHTING**

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Emergency lighting	E4.2, E4.4	Every six months to AS/NZS 2293.2- 1995
Artificial Lighting required to assist occupant movement and egress	F4.4,	Annual inspection

**PART 5
ESSENTIAL SAFETY MEASURES – FIRE FIGHTING SERVICES AND EQUIPMENT**

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Fire hydrant system	E1.3	AS1851 - 2012 Section 4 Monthly - where pumps are installed 6 monthly Yearly 5 yearly
Fire hose reel system	E1.4	AS1851 - 2012 Section 9 6 monthly - Table 9.4.1 Yearly - Table 9.4.2
Sprinkler system	E1.5	AS1851 - 2012 Section 2 Monthly 6 monthly Yearly 5 yearly 10 yearly 25 yearly 30 yearly
Fire Pumpsets	E1.3, E1.5	AS1851 - 2012 Section 3 Monthly 6 monthly Yearly 5 yearly
Water Storage Facilities	E1.3, E1.5	AS1851 - 2012 Section 5 Monthly 6 monthly Yearly 10 yearly
Portable fire extinguishers	E1.6	AS1851 - 2012 Section 10 6 monthly Yearly 5 yearly
Fire control centres (or rooms)	E1.8	Annual inspection to ensure compliance of construction and contents with BCA

**PART 6
ESSENTIAL SAFETY MEASURES – AIR HANDLING SYSTEMS**

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread	E2.2	AS1851 - 2012 Section 13

of smoke		
Miscellaneous air-handling systems covered by Sections 5 and 11 of AS/NZS 1668.1 serving more than one fire compartment		
other air-handling systems as specified		
Carpark mechanical ventilation system	F4.11	Frequency as nominated by manufacturer on installed equipment to perform to AS 1668 Part 2 - 2012

PART 7
ESSENTIAL SAFETY MEASURES – AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Smoke and heat alarm system	Clause 3 (AS 3786) of Specification E2.2a	Monthly inspection to test operation Replace battery or unit as necessary
Smoke and heat detection system	Clause 4 (AS 1670) of Specification E2.2a	AS1851 - 2012 Section 6 Monthly 6 monthly Yearly 5 yearly

PART 8
ESSENTIAL SAFETY MEASURES – OCCUPANT WARNING SYSTEMS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Building occupant warning system	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	AS1851 - 2012 Section 2 and 6 Also refer to System Interface Test

PART 9
ESSENTIAL SAFETY MEASURES – LIFTS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or Frequency of Test or Inspection
Stretcher facilities in lifts	E3.2	Annual inspection to ensure compliance of facilities with BCA
Emergency lifts	E3.4	As Per requirements of AS 1735 Periodic inspection as per manufacturers specification, however no less than annual inspection
Passenger lift fire service controls	E3.7	Periodic inspection as per manufacturers specification, however no less than annual inspection.

PART 12
ESSENTIAL SAFETY MEASURES – SYSTEMS INTERFACE TEST

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Per clause 1.12 of AS 1851 – 2012 <i>Where fire protection systems are interfaced to other systems, “end-to-end tests” shall be conducted to confirm that each interface operates in accordance with the approved design. Tests shall take into account all fire protection systems that interface with other systems to ensure that all systems function in accordance with approved design.</i> It is recommended that the essential safety measures provider determines the applicable Systems interface test to ensure the systems as a holistic fire safety system to the building will operate as intended in the design.		

PART 13
ESSENTIAL SAFETY MEASURES – OTHER MEASURES

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Mechanical ventilation systems	AS 1668.2-2012, BCA E2.2	Quarterly to AS 1668 Part 2, AS 3666-1995
Glazed assemblies	B1.4, F1.13	Annual
Balconies	Part B1	Annual
Balconies	Part F1	Annual per AS 4654 Where visible, the waterproofing system should be inspected on a regular basis for evidence of deterioration. An inspection and maintenance schedule should be determined, which should include, as a minimum, the following critical areas: (a) Deterioration of membrane, adhesion, flashings, cappings, fixings, sealant, lap joints and coatings. (b) Traffic damage. (c) Structural interference. (d) Blockage of drainage systems. (e) Root damage. (f) Birds, pests and wildlife attack. Any necessary repairs or maintenance should be carried out promptly.
Balustrades	Part B1 and D2.16	Annual
Swimming pool safety fencing	G1.1	Annual
Classification and use of building	A3.2 to A3.4	Annual
External walls and cladding	FP1.4	Annual inspection to ensure to ensure they remain in a weatherproof condition. The non-performance of the required annual inspection may result in water ingress and damages voiding warranties and the overall suitability for occupation voiding this Occupancy Permit and Building Surveying certification.

PART 14

ESSENTIAL SAFETY MEASURES – BUILDING PERMIT MEASURES AND FIRE ENGINEERING REQUIREMENTS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
A fire engineering assessment report has been carried out in the base design of the building. Refer to Report No. P7648 by LYA Fire Safety Engineering Group. The following pages provide the overall fire safety requirements and systems of the building including any applicable conditions. Certain systems have been included in the essential safety measures tables provided. It is recommended that the essential safety measures provider reviews the fire engineering assessment report and attached conditions and determines the applicable systems within the fire engineering assessment report conditions that are required to be maintained.		
As part of the performance solution, the following design additions are prescribed, which shall be required to form part of the schedule of essential safety measures for the building: - The lobby / entrance foyers / passages into which the exit stairs discharge into shall be fire and smoke isolated from the adjoining functional spaces (including any levels connected to this space above Ground) by bounding construction achieving an FRL of 120/120/120 (or 120/120/120), with doors within this fire resistant construction to comprise self-closing 120/30 fire doors, fitted with cool/medium temperature smoke seals to satisfy the criteria under AS6905-2007 Clause 2.4(a) i.e. 40 m³/h at medium temperature conditions (25 m³/h corrected to Standard Reference Conditions), at a pressure differential of 25 Pa after exposure at 200°C for at least 30 min when subjected to a test in accordance with AS 1530.7. The lining materials to the walls and ceilings within these lobbies shall be limited to Group 1 or 2 requirements as defined within BCA Specification C1.10. (n.b. fire ratings/protection to shafts, risers and any other services, Class 2 public corridors to comply with the BCA DIS provisions). - A smoke lobby is required to separate the fire isolated exits that connect more than two levels of basement, and those which serve levels in excess of 25m effective height (Buildings A and D) and which have not been provided with stair pressurisation as required under the BCA DIS. The bounding construction of the smoke lobby separating the fire stairs from adjoining functional areas shall comply with BCA Specification C2.5 Clause 2. - Fire doors required under BCA Clause C3.11 to protect public corridors serving Class 2 SOUs are to comprise self-closing 120/30 fire doors, fitted with cool/medium temperature smoke seals to satisfy the criteria under AS6905-2007 Clause 2.4(a) i.e. 40 m³/h at medium temperature conditions (25 m³/h corrected to Standard Reference Conditions), at a pressure differential of 25 Pa after exposure at 200°C for at least 30 min when subjected to a test in accordance with AS 1530.7. - Fire doors installed within fire isolated stairs are to comprise self-closing 120/30 fire doors, fitted with cool/medium temperature smoke seals to satisfy the criteria under AS6905-2007 Clause 2.4(a) i.e. 40 m³/h at medium temperature conditions (25 m³/h corrected to Standard Reference Conditions), at a pressure differential of 25 Pa after exposure at 200°C for at least 30 min when subjected to a test in accordance with AS 1530.7. - Any fire hydrant and sprinkler test drain pipes located within the fire isolated exits shall comprise metal pipes throughout the length of the pipes, with the penetration of the pipe through the fire isolated exit to comply with BCA Clause C3.15. - For unprotected openings within 1m of a fire source feature, the openings must be protected in accordance with BCA DIS. - For unprotected openings within 1m to 3m of a fire source feature (if orientated at less than 90° to the boundary forming a fire source feature), the following options for protection of the opening are prescribed: (i) Glazing is to comprise double-glazed toughened safety glass, with each pane a minimum of 6mm thick in accordance with AS1288, installed within a metal frame, with awning style windows with a restrictor to prevent opening in excess of 125mm, any doors shall be self-closing; or		

- (ii) Glazing is to comply with AS1288, installed within a metal frame, with awning style windows with a restrictor to prevent opening in excess of 125mm, any doors shall be self-closing. The glazing shall be protected by an external wall-wetting sprinkler designed in accordance with AS2118.1 Clause 3.1.2; or
- (iii) Window/door is located on a balcony, which is sprinkler protected in accordance with AS2118.1, with sprinkler coverage to provide wetting to the full width of the glazing
- For unprotected openings within 1-3m of a fire source feature, which are orientated at 90° or more to the boundary forming the fire source feature, the following options for protection of the opening are prescribed:
 - (i) Glazing is to comprise double-glazed toughened safety glass, with each pane a minimum of 6mm thick in accordance with AS1288, installed within a metal frame, with awning style windows with a restrictor to prevent opening in excess of 125mm, any doors shall be self-closing; or
 - (ii) Glazing is to comply with AS1288, installed within a metal frame, with awning style windows with a restrictor to prevent opening in excess of 125mm, any doors shall be self-closing. The glazing shall be protected by an external wall-wetting sprinkler designed in accordance with AS2118.1 Clause 3.1.2; or
 - (iii) The opening is protected by a wing wall within an FRL of 60/60/60, which extends at least 1m in front of the opening for the full height of the opening; or
 - (iv) Window/door is located on a balcony, which is sprinkler protected in accordance with AS2118.1, with sprinkler coverage to provide wetting to the full width of the glazing
- Where rising and descending branches are contained within a single fire isolated shaft, non-maintained, non-illuminated signage indicating "NO EXIT AT THIS LEVEL" shall be provided at the stair door at the levels below the level of discharge, painted in contrasting colours with letters at least 100mm minimum height, within the stair. Illuminated exit signage consistent with AS2293.1 shall be provided at the level of discharge. In addition to the exit door at the level of discharge having "EXIT THIS LEVEL" painted in contrasting colours with letters at least 100mm minimum height, within the stair.
- Fire detection system to serve the public corridors, internal public spaces, retail and office tenancies to have the following parameters:
 - The building shall be provided with analogue addressable smoke detection to AS1670.1 spacing below the ceiling level except that they shall not be areas where spurious alarms are likely through normal ambient conditions e.g. car park, wet areas, kitchenettes, plant areas etc in which case the fire sprinkler system shall provide fire detection (or thermal detection if the area does not have sprinkler protection). Further guidance on the appropriate selection of detectors is provided within the appendices of AS1670.1. Note in addition to this requirement, any additional smoke detection shall be provided as required under AS1670.1 Section 7, related to the requirements to operate smoke control systems.
 - Sounder/speaker(s) from the common area fire detection system is to be installed within each SQU, with the sound pressure level generated to be consistent with the requirements of achieving 75 dB(A) at the bed head position within each SQU in accordance with the requirements of AS1670.4. The speakers within the SQUs shall be wired as a separate zone on each level to those, which serve the public corridors, to reduce the likelihood of the failure of the wiring within an SQU causing the failure of the occupant warning system located within the public corridors.
- Fire isolated exits serving levels above 25m effective height shall have the following provisions for release/re-entry:
 - All levels have fire doors fitted with electric strikes that release to permit re-entry on a CFA
 - Every fourth level served to have a manual call point provided within the stair adjacent to the exit door to permit the emergency egress at that level. Clear signage is to be provided to advise of the operation of this device.
- Fire sprinklers used within the commercial, car park and storage areas shall comprise fast-response sprinkler heads.
- Evacuation plans and fire orders shall be posted within the building in accordance with BCA Clause G4.9, detailing the location of exits, extinguishing equipment, assembly areas and procedures to be followed when an alarm is raised.
- All hazardous/dangerous goods will be stored in accordance with the relevant state legislative and occupational health and safety requirements.

Owners Corporation Certificate

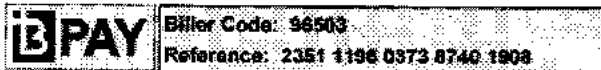
This certificate is issued pursuant to section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation No 1: **PS 827726Q (1)**
Property: **160 Whitehorse Road, Blackburn VIC 3130**
Vendor: **Mrs. Kirpaben Bimal Patel**

Strata Manager: **Victorian Strata Co. - 6/1 Bromham Place, Richmond VIC 3121**

This certificate is issued for: **Lot 404A on Plan of Subdivision No: PS 827726Q-1** the postal address of which is **c/- Victorian Strata Co. 6/1 Bromham Place, Richmond VIC 3121**

All initial settlement payments for Owners Corporation contributions must be made using the individual payment reference information for **Lot 404A::**



- (a) The Owners Corporations financial year is 1st June to 31st May.
Fees are issued on a quarterly basis and fall due on the first day of **March, June, September and December.**
The current quarterly contributions for the lot total ***\$504.53 incl GST.**
****Please note that an AGM will be called shortly at which time a revised budget will be presented for adoption by the Owners Corporation. The adopted budget will influence any amendment to the quarterly sums payable.***
- (b) The total of any unpaid fees and interest (applied after 45 days) or charges for the lot is:
The total unpaid fees at the date of this certificate is \$0.00.
- (c) The following special fees or levies have been applied, and are due and payable on the dates shown:
Nil.
- (d) The owners corporation has performed or is about to perform the following repairs, work or act which may incur additional charges to those set out in paragraphs (a) to (d):
Please refer to attached minutes of the 2022 Special General Meeting.
- (e) The owners corporation has the following insurance cover:
- i. The name of the company: **CHU Underwriting Agencies Pty Ltd**

- ii. The number of the policy: **HU0006084236**
- iii. The kind of policy: **Residential Strata Title Insurance**
- iv. The buildings covered: **all 304 lots and all improvements**
- v. The Building amount is: **\$80,000,000** *(as at completion of stage 2)*
- vi. The Loss of Rent / Temp Accom amount is: **\$12,000,000.00**
- vii. The Public Liability amount is: **\$20,000,000.00**
- viii. The renewal date is: **15/5/2024**
- ix. The excess is: **\$2000 standard excess**

(f) The owners corporation has **NOT** resolved that the members may arrange their own insurance under section 63 of the Act.

(g) The total funds held by the owner corporation at the date of this certificate:
Refer attached balance sheet.

(h) The owners corporation has liabilities (in addition to any such liabilities specified in paragraphs (a) to (d) as follows:
Nil.

(i) The owners corporation has current contracts, leases, licences or agreements affecting the common property:

Electrical Substation Lease

Owners Corporation 1 has entered into the following agreement: common property lease agreement with United Energy Distribution Pty Ltd (ABN 70 064 651 029) relating to the supply and operation of an electrical substation to support electrical power supply to all lots affected by the plan of subdivision for a period of 30 years.

Embedded Network Agreement (Electricity)

Owners Corporation 1 has entered into the following agreement: Agreement with Origin Electricity Limited (ABN 33 071 052 287) relating to the establishment and operation of embedded network electricity for all lots affected by the plan of subdivision for a non contractual period of 10 years (with equipment buy back options).

Embedded Network Agreement (Bulk HW)

Owners Corporation 1 has entered into the following agreement: Agreement with Origin Electricity Limited (ABN 22 078 868 425) relating to the establishment and operation of embedded network

equipment for all lots affected by the plan of subdivision for a non contractual period of 10 years (with equipment buy back options).

Embedded Network Agreement (Unmetered Natural Gas)

Owners Corporation 1 has entered into the following agreement: Agreement with Origin Energy Retail Limited (ABN 22 078 868 425) relating to the establishment and operation of embedded network electricity for all lots affected by the plan of subdivision for a non contractual period of 10 years (with equipment buy back options).

Broadband Internet Infrastructure

Owners Corporation 1 has entered into a Deed Agreement with Lynham Networks Pty Ltd (ACN 602 258 337) relating to the establishment and operation of Broadband Internet Infrastructure, with ownership of the infrastructure retained by Lynham Networks Pty Ltd, for all lots affected by the plan of subdivision for a defect liability period of 12 months.

Strata Management Agreement

Owners Corporation 1 has entered into a strata management agreement with Victorian Strata Co Pty Ltd ABN 66 647 749 880 for a period of 3 years.

Building Management, Concierge, & Cleaning Agreement

Owners Corporation 1 has entered into a Building Management, Concierge, & Cleaning contract with Tandem Group Pty Ltd T/A Clean As You Go ABN 96 627 439 669 for a period of 3 years.

Licenses & Leases

Owners Corporation 1 has entered into the following Licenses affecting common property 1:

Lot Number	Licence Agreement	Term(s)
1-4 (S4)	• A/C Condenser Placement • Grease Trap Placement (shared service) • External Signage • Outdoor Dining Provision	99 Years
5	• A/C Condenser Placement • Grease Trap Placement (shared service) • External Signage • Outdoor Dning Provision	99 Years
6	• A/C Condenser Placement • Grease Trap Placement (shared service) • Outdoor Dining Provision • External Signage	99 Years
7	• A/C Condenser Placement • External Signage	99 Years

8	• A/C Condenser Placement • External Signage	99 Years
9	• A/C Condenser Placement • Grease Trap Placement (shared service) • Outdoor Dining Provision • External Signage	99 Years
10	• A/C Condenser Placement • External Signage	99 Years
11 & 17	• A/C Condenser Placement • Grease Trap Placement (exclusive) • External Signage	99 Years
12	• A/C Condenser Placement • External Signage	99 Years
13	• A/C Condenser Placement • External Signage	99 Years
14	• A/C Condenser Placement • Grease Trap Placement (shared service) • Outdoor Dining Provision • External Signage	99 Years
15	• A/C Condenser Placement • Grease Trap Placement (shared service) • Outdoor Dining Provision • External Signage	99 Years
16	• A/C Condenser Placement • External Signage	99 Years
Supermarket S2 (Lot TBC)	• A/C Condenser Placement • Grease Trap Placement (exclusive) • External Signage	99 Years
Office 1 S2 (Lot TBC)	• A/C Condenser Placement • Grease Trap Placement (shared service) • External Signage	99 Years
Office 2 S2 (Lot TBC)	• A/C Condenser Placement • Grease Trap Placement (shared service) • External Signage	99 Years
105C	• Accessible parking exclusion area	99 Years
107C	• Accessible parking exclusion area	99 Years

- (j) The owners corporation has current agreements to provide services to lot owners, occupiers or the public:

The Owners Corporations affected by the plan of subdivision are subject to a Waste Management Plan requiring that all waste management services for the residential and retail tenancies be managed and funded privately by the Owners Corporation. Council waste services are not applicable to this development.

- (k) The owners corporation has been served in the last 12 months with notices or orders that have not been satisfied:
Nil.
- (l) Details of any legal proceedings to which the owner's corporation is a party and any circumstances of which the owner's corporation is aware that are likely to give rise to proceedings are as follows:
Nil.
- (m) The owners corporation has appointed, or has resolved to appoint a manager and the details are as follows:
Victorian Strata Co Pty Ltd trading as Victorian Strata Co, 6/1 Bromham Place, Richmond VIC 3121
- (n) An administrator **has not** been appointed for the owners corporation, nor has there been a proposal for the appointment of an administrator.
- (o) Documents required to be attached to the owners corporation certificate are:
 (i) *A copy of the minutes of the most recent general meeting of the owners Corporation.*
 (ii) *A copy of the Owners Corporations Rules.*
 (iii) *A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

IMPORTANT:

- 1** Information contained in this certificate is correct to the best of our knowledge at the date of issue.
- 2** This information is subject to change without notice and therefore it is recommended a new certificate be obtained by the purchaser prior to settlement occurring.
- 3** It is recommended the purchaser obtain an update regarding the fee position prior to settlement of the property. An update on the fee position will be provided by email at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed no update can be provided and application must be made for a new certificate.
- 4** If any general meeting or special meeting of the Owners Corporation has taken place following the issuing of this certificate an application must be made for an updated certificate as information contained within the certificate cannot be relied upon as accurate.
- 5** No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory in writing.
- 6** Information contained within this certificate does not reflect or acknowledge any specific clauses or wording written into any contract of sale.

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006. Written requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:

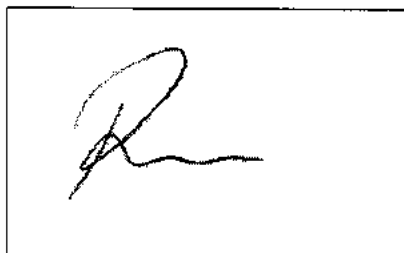
Victorian Strata Co.

email: info@vicstrataco.com.au

Certificate issue date:

10th August 2023

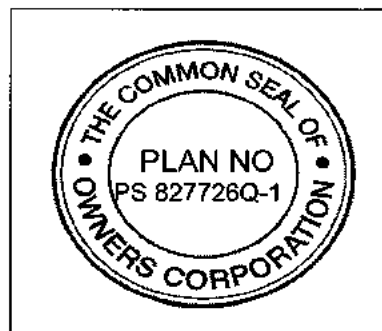
This owner's corporation certificate was prepared by:



Romy Caddy

As the delegate of the owners corporation

Seal of Owners Corporation affixed below:



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

Owners Corporation Certificate

This certificate is issued pursuant to section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation No 1: **PS 827726Q (2)**

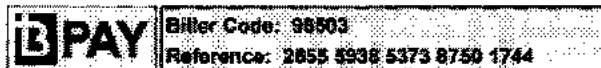
Property: **160 Whitehorse Road, Blackburn VIC 3130**

Vendor: **Mrs. Kirpaben Bimal Patel**

Strata Manager: **Victorian Strata Co. - 6/1 Bromham Place, Richmond VIC 3121**

This certificate is issued for: **Lot 404A on Plan of Subdivision No: PS 827726Q-2** the postal address of which is **c/- Victorian Strata Co. 6/1 Bromham Place, Richmond VIC 3121**

All initial settlement payments for Owners Corporation contributions must be made using the individual payment reference information for **Lot 404A**:



- (a) The Owners Corporations financial year is 1st June to 31st May
Fees are issued on a quarterly basis and fall due on the first day of **March, June, September and December**.
The current quarterly contributions for the lot total *\$383.18 incl GST.
****Please note that an AGM will be called shortly at which time a revised budget will be presented for adoption by the Owners Corporation. The adopted budget will influence any amendment to the quarterly sums payable.***
- (b) The total of any unpaid fees and interest (applied after 45 days) or charges for the lot is:
The total unpaid fees at the date of this certificate is \$0.00.
- (c) The following special fees or levies have been applied, and are due and payable on the dates shown:
Nil.
- (d) The owners corporation has performed or is about to perform the following repairs, work or act which may incur additional charges to those set out in paragraphs (a) to (d):
Please refer to attached minutes of the 2022 Special General Meeting.
- (e) The following insurance cover is applicable to all Owners Corporations affected by the plan of subdivision:

- i. The name of the company: **CHU Underwriting Agencies Pty Ltd**
- ii. The number of the policy: **HU0006084236**
- iii. The kind of policy: **Residential Strata Title Insurance**
- iv. The buildings covered: **all 304 and all improvements**
- v. The Building amount is: **\$80,000,000.00** *(as at completion of stage 2)*
- vi. The Loss of Rent / Temp Accom amount is: **\$12,000,000.00**
- vii. The Public Liability amount is: **\$20,000,000.00**
- viii. The renewal date is: **15/5/2024**
- ix. The excess is: **\$2000 standard excess**

(f) The owners corporation has **NOT** resolved that the members may arrange their own insurance under section 63 of the Act.

(g) The total funds held by the owner corporation at the date of this certificate:
Refer attached balance sheet.

(h) The owners corporation has liabilities (in addition to any such liabilities specified in paragraphs (a) to (d) as follows:
Nil.

(i) The owners corporation has current contracts, leases, licences or agreements affecting the common property:
Please refer to the accompanying Certificate issued for Owners Corporation 1 for more information regarding embedded network infrastructure contracts, leases, licences, or agreements executed by Owners Corporation 1.

Strata Management Agreement

Owners Corporation 2 has entered into a strata management agreement with Victorian Strata Co Pty Ltd ABN 66 647 749 880 for a period of 3 years.

Building Management, Concierge, & Cleaning Agreement

Owners Corporation 2 has entered into a Building Management, Concierge, & Cleaning contract with Tandem Group Pty Ltd T/A Clean As You Go ABN 96 627 439 669 for a period of 3 years.

Licenses & Leases

Nil Licenses or Leases entered into by Owners Corporation 2.

- (j) The owners corporation has current agreements to provide services to lot owners, occupiers or the public:
The Owners Corporations affected by the plan of subdivision are subject to a Waste Management Plan requiring that all waste management services for the residential and retail tenancies be managed and funded privately by the Owners Corporation. Council waste services are not applicable to this development.
- (k) The owners corporation has been served in the last 12 months with notices or orders that have not been satisfied:
Nil.
- (l) Details of any legal proceedings to which the owner's corporation is a party and any circumstances of which the owner's corporation is aware that are likely to give rise to proceedings are as follows:
Nil.
- (m) The owners corporation has appointed, or has resolved to appoint a manager and the details are as follows:
Victorian Strata Co Pty Ltd trading as Victorian Strata Co, 6/1 Bromham Place, Richmond VIC 3121
- (n) An administrator **has not** been appointed for the owners corporation, nor has there been a proposal for the appointment of an administrator.
- (o) Documents required to be attached to the owners corporation certificate are:
 (i) *A copy of the minutes of the most recent general meeting of the owners Corporation.*
 (ii) *A copy of the Owners Corporations Rules.*
 (iii) *A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

IMPORTANT:

- 1 Information contained in this certificate is correct to the best of our knowledge at the date of issue.
- 2 This information is subject to change without notice and therefore it is recommended a new certificate be obtained by the purchaser prior to settlement occurring.
- 3 It is recommended the purchaser obtain an update regarding the fee position prior to settlement of the property. An update on the fee position will be provided by email at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed no update can be provided and application must be made for a new certificate.
- 4 If any general meeting or special meeting of the Owners Corporation has taken place following the issuing of this certificate an application must be made for an updated certificate as information contained within the certificate cannot be relied upon as accurate.
- 5 No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory in writing.

- 6 Information contained within this certificate does not reflect or acknowledge any specific clauses or wording written into any contract of sale.

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006. Written requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:

Victorian Strata Co.

email: info@vicstrataco.com.au

Certificate issue date:

10th August 2023

This owner's corporation certificate was prepared by:



Romy Caddy

As the delegate of the owners corporation

Seal of Owners Corporation affixed below:



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

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation 1 for Plan No. PS 827726Q

As at 10th August 2023

160 Whitehorse Road Blackburn VIC 3130

ABN/ACN 85 727 125 764

Assets

2023

Cash	73,811.10
Prepaid Expenses	6,178.08
Accounts Receivable	7,209.00
Levies in Arrears	11,211.74
GST balance to collect	15,820.32
Total Assets	\$ 114,230.24

Liabilities

Levies in Advance	24,923.22
Accounts Payable Liability	23,332.32
Unallocated Monies Received	388.09
GST Liability	22,241.44
Total Liabilities	\$ 70,885.07
Net Assets	\$ 43,345.17

Equity

Administrative Fund	43,345.17
Maintenance Fund	0.00
Total Equity	\$ 43,345.17

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation 2 for Plan No. PS 827726Q

As at 10th August 2023

A Limited of Plan No.

160 Whitehorse Road Blackburn VIC 3130

ABN/ACN 89 466 384 719

Assets		2023
Cash		104,865.13
Accounts Receivable		1,433.00
Levies in Arrears		8,605.31
GST balance to collect		9,746.15
Total Assets		\$ 124,649.59
Liabilities		
Levies in Advance		17,293.07
Unallocated Monies Received		626.91
GST Liability		16,305.22
Total Liabilities		\$ 34,225.20
Net Assets		\$ 90,424.39
Equity		
Administrative Fund		90,424.39
Maintenance Fund		0.00
Total Equity		\$ 90,424.39



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006084236
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/05/2023 to 15/05/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 827726Q
Situation	160 WHITEHORSE ROAD BLACKBURN VIC 3130

Policies Selected

Policy 1 – Insured Property
Building: \$80,000,000
Common Area Contents: \$600,000
Loss of Rent & Temporary Accommodation (total payable): \$12,000,000

Policy 2 – Liability to Others
Sum Insured: \$20,000,000

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: \$100,000

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

Policy 7 – Machinery Breakdown
Sum Insured: \$250,000

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

05/05/2023

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.

MINUTES OF THE EXTRAORDINARY GENERAL MEETING (2022)

Owners Corporation Number: 827726Q – OC1 & OC 2

Address: 160 Whitehorse Road Blackburn VIC 3130

Date and Time of Meeting: Thursday 29th September 2022, 4.00pm

Location: Blackburn Hotel, 111 Whitehorse Road Blackburn VIC 3130

Attendance & Quorum Declaration

The following lots were represented in person, or via proxy:

Lot Number	Lot Owner / Proxy Representative	Present, Pre-voting & voting entitlement
105D	Udayanga Kithsiri Madanayake	Present /Pre-vote/Financial
106D	Lisa Ng	Present/Pre-vote / Financial
107D	Gail Miller	Present /Pre-vote/Financial
109C	Peter Hawkins	Pre-vote/Financial
202C	Annette & Matthew Marcucci	Present/Financial
203C	Stephanie Watt	Present/Financial
205C	Anuj Luthra	Pre-vote/Financial
205D	Akhil Patimedi	Pre-vote/Financial
206D	Ms Kai Lai Lok	Pre-vote/Financial
307C	Paige Linden	Pre-vote/Financial
402C	Holly Shoar	Pre-vote/ Financial
403C	Lawrence Gan	Present/Financial
403D	Stephen Lightbody	Present/Pre-vote/Financial
404C	Emi Matsushita	Pre-vote/Financial
410D	Tang Tat Fong	Pre-vote/Financial
504D	Vanessa Mei Ne Ross & Joel Rowland	Present/Pre-vote/Financial
507D	Jiao Zhang & Neville Gray	Present/Pre-vote/Financial
601C	Sharon Bastone	Present/Financial
602C	Dianne Hughes	Present/Financial
602D	Viviana Giannoccaro	Present/Financial
603D	Deborah Johnstone	Present/Financial
704D	Sandra & Martin Luby	Present/Financial
705D	Dominic Greene	Present/Financial

With **23 of 131** lot owners represented, a **quorum was not present**. The meeting proceeded but all resolutions are interim resolutions which will become resolutions of the Owners Corporation in 29 days if no notice of a special general meeting is given within 29 days of the meeting.

Also in attendance were Romy Caddy, Kathleen Wallis and Eliza Dolling of Victorian Strata Co. Kathleen Wallis chaired the Meeting and acted as Secretary in recording the Meeting Minutes.

MOTION RESULTS

1) Adoption of Meeting Minutes (2021 AGM)

It was resolved that in accordance with Section 71(i) of the Owners Corporations Act 2006, that the members adopt the minutes of the Inaugural General Meeting, held on 06/06/2022

20 In Favour	0 Dissenting	3 Abstaining
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2) Statement of Accounts

It was resolved that the members acknowledge the interim Balance Sheet for the period ending 12/09/22 as presented. It was noted that a Finance & Budgeting Sub-committee will be elected to oversee the annual independent audit of financials and to review proposed budgets.

20 In Favour	0 Dissenting	3 Abstaining
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3) Insurance Matters: Statement of Current Insurance

It was resolved that the Owners Corporation delegate to the elected committee the authority to receive insurance renewal advice and issue instructions to the manager in placement of cover in line with brokerage and valuation advice received.

It was resolved that the Owners Corporation accept the disclosure from Victorian Strata Co regarding payment of insurance commissions as prescribed under Section 122B of the Owners Corporations Act 2006, and as disclosed in the current contract of appointment.

21 In favour	0 Dissenting	2 Abstaining
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4) Essential Safety Measures

It was resolved that the Owners Corporation acknowledge and accept its obligations under the occupancy permit issued in respect of the development to service, maintain, and repair all essential safety measures, and to obtain an annual essential safety measures report (AESMR) to meet compliance requirements. Additionally, that the Owners Corporation resolves to delegate to the elected committee the authority to make informed changes to service contractors for all essential safety measures as required from time to time.

21 In Favour	0 Dissenting	2 Abstaining
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5) Occupational Health & Safety

It was resolved that the Owners Corporation delegate to the elected committee the authority to make determinations on the timing and completion of any hazard inspection reports, and, to make determinations for repairs and maintenance that may be necessary to ensure safety of persons moving through the common property.

21 In Favour	0 Dissenting	2 Abstaining
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6) Commissioning of a Maintenance Plan

It was resolved that the Owners Corporation acknowledge the commissioning of a maintenance fund plan and fund forecast to assist the Owners Corporation in forward budgeting and planning for major capital expenses in the long term maintenance of the property.

The plan will be commissioned in approximately Q2 (after settlement of Stage 2), at which time the plan will be distributed to members for review.

It is resolved that the elected committee be delegated authority to review the plan, and present voting motions to the Owners Corporation in the adoption and implementation of the plans recommendations.

21 In Favour	0 Dissenting	2 Abstaining
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7) Election of a Committee & Instrument of Delegation

It was resolved that the following nominees be elected:

Lot 603D – Deborah Johnstone

Lot 705D – Dom Greene

Lot 107D – Gail Miller

Lot 504D – Joel Rowland (Proxy of Vanessa Mei Ne Ross)

Lot 403C – Lawrence Gan

Lot 703D – Natasha Paige

It was resolved that the committee be delegated all powers and functions necessary to facilitate effective management of the Owners Corporation, with the exception of any power or function that requires a unanimous resolution, a special resolution, or a resolution at a general meeting.

21 In Favour	0 Dissenting	2 Abstaining
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8) General Business

It was resolved that the General Business raised will be referred to the elected Committee for review and instruction to the manager.

The following General Business Items were brought to the floor:

- a) **Building Cleanliness** – Members raised concerns in relation to the dirt in the basement car parks, Fire stairs, Building C foyer and hallways from construction works and trades in the building. It was noted that the cleaners were having difficulty maintaining cleanliness due to the high level of trade traffic and construction debris. It was determined that Victorian Strata Co (VSC) would liaise with the construction team to seek routine cleaning of impacted areas and that the Building Manager would monitor and report to VSC areas of concern.
- b) **Carpark Safety** – A number of safety concerns were tabled in relation to car park use and condition of the basement:
 - Trade vehicles continue to park in the basement. Trade vehicles have been observed entering the car park without care and utilizing guest/visitor car spaces. Members resolved that VSC will liaise with Pace to confirm access plans for the basement by construction/trades.



- Members advised the dust and dirt on the car park floor was creating slip hazards while travelling through the basement on foot and in vehicles. It was resolved that VSC will contact the builder to confirm a clean of the carpark.
- A number of owners raised concerns in relation to lack of wayfinding/directional signage in the carpark leading to confusion when navigating the basement. Members referenced incidents of near misses with other vehicles and unclear direction of travel. It was resolved that VSC will seek confirmation from the Builder in relation to installation of wayfinding/directional signage and liaise with the elected committee to determine additional measure to be implemented if required.
- c) **Visitor parking** – It was noted that residents were using visitor car spaces as additional car parks. Members confirmed that they had been advised by their sales agent that visitor spaces could be used for additional parking. It was resolved that this matter will be reviewed by the committee for instructions of management and use of visitor parking.
- d) **Basement Carpark water ingress** – It was acknowledged that water ingress had yet to be completely rectified in the basement carpark. Members requested that whilst ongoing works were being undertaken by the builders, excess water should be addressed, including areas where water pooling. It was recommended that a water-vac of the area be undertaken by the builder as required. VSC to liaise with the committee and builder.
- e) **Public stairs to Railway Rd** – It was noted the public stairs from Railway Rd to between Building C & B had sustained damage and were hazardous. Recommendations from members included anti slip tread installation. VSC to contact the builder to confirm repair or short-term fix noting ongoing construction and trade traffic, with permanent rectification to occur on completion.
- f) **Construction Noise** – Members acknowledged the staged development and ongoing works to Building C & D. Requests were made that excessive noise timelines are communicated to residents and works to areas of Building C & D commence at 8am. It was confirmed that VSC will seek further information on noise timelines from the Builder and Retail/Commercial fit-out contractors.
- g) **Construction & Defect rectification timelines** – Members requested updates regarding construction timelines for building A & B and common area defect rectification works noting no recent or regular advice/information had been received. It was resolved that VSC will request updates from the Builder/Developer for communication to Owners.
- h) **Development Design Changes** – A discussion took place regarding changes to the building design from the original plans. It was noted that design changes included removal of second entry to car park, modifications to common lounge, re-classification of Building A from commercial to residential (and impact to common area facilities usage), addition of gym to Building B. Members noted discontent with re-design and lack of communication from the Developer. It was suggested and determined that an impact statement be requested from the Developer to clarify, explain design changes and include requirements for modifications.
- i) **Waste Chute Doors** – A concern was raised in relation to the waste chute cabinet doors and the door closer not correctly functioning causing doors to slam shut and creating

excessive noise. It was resolved that VSC will follow up with the building manager or builder to adjust and ensure soft closure of waste chute doors.

- j) **Window Cleaning** – Members believe that window cleaning has yet to be undertaken as had been communicated at settlements. It was resolved that VSC will follow up with the Developer/Builder to confirm window cleaning arrangements and timing noting the impact of construction works dust.
- k) **EV Charging Stations** – A query was raised on the timing of installation & commissioning of EV charging stations and the ability to install charging stations to private carparks. VSC advised that further information would be required to determine if private EV stations would be feasible for the development and resolved to seek the installation timeline for the common EV stations from the builder.
- l) **Lightning Broadband service quality** – Members expressed dissatisfaction with the service level of Lightning Broadband. VSC advised that an embedded network deed is in place, owners experiencing issues should contact the manager directly or explore alternate internet delivery i.e wireless/mobile broadband.
- m) **Pool maintenance** – It was raised that construction dust and dirt may impact pool filtration equipment. VSC to follow up with the pool contractor to seek advice and guidance on pool maintenance and information on any potential recommendations deemed necessary in light of construction dust affecting pool equipment.
- n) **Communication to Lot Owners/Residents** – A discussion was held in relation to communication to owners and residents, and what the best platform of communication would be. VSC advised that BuildingLink was used to communicate to both Lot Owners and tenants and provided functionality to issue necessary communications/updates/alerts. This platform is administered and managed by the Building Manager.
- o) **Private Apartment Defects** – Members shared their experiences in relation to private defect rectification. It was accepted that this was not an Owners Corporation matter but that following the Builders 90-day DLP expiry period, Owners could seek support, advice and assistance as required from VSC.
- p) **Timing of the next Owners Corporation Meeting** – VSC advised that the next Annual General Meeting will be held after the end of the Owners Corporation financial year in July 2023. The elected committee by instrument of delegation will provide instruction to the manager in relation to any OC matters unless a unanimous resolution, special resolution or a resolution at a general meeting of the owners corporation is required.

With no further matters raised, the meeting concluded at 5.18 pm.

Members were thanked for their attendance and their contribution to the meeting.

Signed as a true and correct record



Kathleen Wallis – Victorian Strata Co.
Meeting Chairperson & Secretary

Owners Corporation Rules

Pace of Blackburn

160 Whitehorse Road, Blackburn VIC 3130

Plan of Subdivision PS827726Q

Owners Corporation No. 1

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Owners Corporation Rules - Pace of Blackburn

1. Definitions and interpretation clauses

1.1 Definitions

In these Rules:

Intentionally left blank.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture or other entity;
- (d) a reference to a thing includes part of that thing;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of that document;
- (f) a reference to Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and other legislative instruments made under that statute; and
- (g) these Rules operate in addition to any obligation or responsibility imposed on Lot Owners under any Law or common law or in equity.

1.3 Inconsistency with law

The obligations and restrictions in these Rules are to be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time, and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.

1.4 Severance

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, however all remaining Rules or part thereof

capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

2. Rules and Laws

2.1 Rules

- (a) These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and Lots.
- (b) These Rules are binding on:
 - (i) Lot Owners;
 - (ii) Occupiers;
 - (iii) the Owners Corporation; and
 - (iv) lessees, licensees and/or sub-lessees or sub-licensees of Common Property.

2.2 Compliance with Rules and Laws

- (a) Lot Owners and Occupiers must, and Lot Owners must ensure that Occupiers, at their own cost and in a timely manner, comply with all Rules and Laws relating to:
 - (i) Lot Owners' Lots;
 - (ii) the use of Lot Owners' Lots; and
 - (iii) the use of Common Property and services to the Building and Land.
- (b) The Laws referred to in Rule 2.2(a) include but are not limited to, planning Laws, development approvals, building or other approvals, consent requirements notices and or offers of statutory or governmental authorities.

2.3 Lot Owners responsible for invitees

Lot Owners must ensure that all invitees of Lot Owners and Occupiers comply with these Rules and all Laws relating to Lot Owners' Lots whilst on the Lot Owners' Lots or the Common Property.

- (a) Lot Owners are responsible for any breaches or failures to comply with these Rules or any Laws relating to Lot Owners' Lots by:
 - (i) Lot Owners' invitees;

- (ii) Occupiers; and
- (iii) invitees of Occupiers.

2.4 Induction

Building Management may require an induction to be completed, including any paperwork, prior to Lot Owners and Occupiers using Common Property, for example the Car Park or Amenities.

2.5 Incorporation of Act

To the extent permitted by Part 8 and Schedule 1 of the *Owners Corporations Act 2006* ("the Act") the Owners Corporation adopts as Rules the provisions of the Act and the *Owners Corporations Regulations 2018* ("Regulations") and Proprietors of lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these Rules.

2.6 Use of lots - Special Rules for the Developer

- (a) While the Developer is the owner of any Lot it may:
 - (i) use any such Lot for display purposes with reason; and
 - (ii) allow prospective purchasers of any Lot to inspect such display Lot
- (b) Notwithstanding any other Rule the Developer:
 - (i) is entitled to progressively develop staged lots as set out in the Plan;
 - (ii) is entitled to incorporate further land into the Plan, to become part of the Land;
 - (iii) not comply with any Rule:
 - (A) which is inconsistent with or limits its rights under this Rule; or
 - (B) the application of which, in the Developer's opinion is inappropriate to the Development, the Land or the Plan.
- (c) Use such signs, advertising or display material in or about the display Lot and Common Property.

3. Development Rights

3.1 The Developer's rights

Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, or Regulations, has the power and authority to grant the Developer or its associated entity the right to erect signs on the Common Property. Lot Owners and Occupiers must not hinder or impede the Developer or its associated entity from exercising its rights under any agreement entered into under this Rule.

3.2 No objection

The Developer or its associated entity is permitted to use and develop the Common Property for the purpose of developing the Development. If any damage is caused directly to the Common Property or anything on the Common Property due to such works, the Developer or its associated entity will make good the damage at its expense.

3.3 Management Lot

A Lot from time to time, owned and selected by the Developer may be used for administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation:

- (a) The Developer or its associated entity shall be and is by this Rule, authorised by each and every Owners Corporation in the Plan of Subdivision to:
 - (i) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development and Common Property;
 - (ii) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development and Common Property;
 - (iii) exclude all and any Lot Owners or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - (iv) erect for sale promotional advertising or other signs may require on any part of the Common Property;
 - (v) grant rights to use or access through or over the Common Property to third parties on such terms and conditions it thinks fit;
 - (vi) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project;

- (vii) use whatever rights of way and/or points of egress and ingress to the Development, the Land and the Common Property as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works or development; and
- (viii) collect, use and disclose the Data relating to Lot Owners and/or Occupiers for the purposes of:
 - (A) providing feedback to Lot Owners and/or Occupiers on their usage of utilities and services on the Lot;
 - (B) enabling Lot Owners and/or Occupiers to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building and Land;
 - (C) improving the operational performance of the Building; and
 - (D) billing of utilities and services.
- (b) the Owners Corporation must, within 48 Hours of being requested by the Developer or its associated entity sign whatever consents, authorities, permits or other such documents as may be required to enable it or its associated entity or its mortgagee or chargee to complete the Development.

4. Owner's obligations

(a) Use of Lot

A Lot Owner must not and must ensure that the Occupier does not and the Occupier must not:

- (i) allow more than six people to occupy a Lot at any time without the prior consent of the Owners Corporation.
- (ii) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Lot Owners or Occupiers or their invitees unless agreed in writing by the Owners Corporation;
- (iii) create or allow any noise or behave in a manner likely to interfere with the peaceful enjoyment of other Lot Owners or Occupiers unless agreed in writing by the Owners Corporation;
- (iv) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property, be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Lot Owners or Occupiers or to any person lawfully using Common Property;

- (v) consume alcohol or take glassware onto the Common Property or permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained in writing from the Owners Corporation;
- (vi) use or permit a Lot affected or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Owners Corporation or which may cause a nuisance or hazard to any other Lot Owner or Occupier of any other Lot or the invitees of any such other Lot Owner or Occupier;
- (vii) fit any covering over external areas of the Lot (including courtyards, patios and balconies) as the Owners Corporation may determine from time to time by way of an application to the Owners Corporation; store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- (viii) keep the Lot in a manner which is dangerous or likely to cause danger to life, persons or property;
- (ix) store or accumulate any matter, substance or thing which is dangerous or likely to cause danger to life or property without prior written consent of the Owners Corporation. Items included in this definition that are for personal use may be stored without consent if they are stored and used in accordance with the manufacturers recommendations or any other applicable standard;
- (x) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any part of a Lot;
- (xi) obstruct any fire appliance cupboard, stairway, landing or lift lobby or permit the same to be obstructed;
- (xii) permit any tradesman, contractor or other person carrying out any works to be on the Lot or the Common Property:
 - (A) on any public holiday or Sunday; or
 - (B) before 9.00 am or after 6.00 pm Monday to Friday; or
 - (C) before 9.00 am or after 6.00 pm on Saturday;
 - (D) except in the case of an emergency which includes:
 - (E) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; or
 - (F) a leak or a similar problem requiring prompt attention; or

- (G) cracking or a similar problem likely to affect the immediate safety of the building;
 - (xiii) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the Lot (including without limitation balconies or courtyards) or so as to be visible from outside the Lot;
 - (xiv) damage or deface or obstruct or suffer to be damaged, defaced or obstructed the Common Property or any part thereof;
 - (xv) install, or allow the installation of any window furnishing that is viewable from the outside of the Building that is not in accordance with these Rules. Any window furnishing must be as determined by the Owners Corporation from time to time; or
 - (xvi) do or permit to be done on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the Common Property or any part or parts thereof or any policy for such insurance may become void or voidable.
- (b) Lot Owners:
- (i) must, and must ensure that the Occupier of the Lot will at the Lot Owner's cost, replace any Security Fob which is issued to the Lot Owner by the Owners Corporation; and
 - (ii) comply with any directions made or action taken by the Owners Corporation pursuant to the duty of the Owners Corporation to manage and administer the Common Property under the Act.
- (c) Balcony Area vegetation and / or gardening
- (i) A Lot Owner / Occupier is permitted to plant potted plants, potted trees or other potted vegetation on the Lot balcony.
 - (ii) The use of potted plants, potted trees and / or other potted vegetation is restricted to the Lot balcony.
 - (iii) Any planter box that is within 1 meter of the Lot balcony must be a minimum of 1 meter high.
 - (iv) A Lot Owner / Occupier must not place potted plants, potted trees or other potted vegetation on the Lot balcony in a manner that is hazardous to other Lot Owners / Occupiers.
- (d) Noise
- No person may in a Lot or on Common Property:
- (i) carry on a noxious or offensive activity; or

- (ii) make or allow noise in a Lot or on Common Property that will interfere with the quiet enjoyment of another Lot or the Common Property by others.

(e) Appearance

A person may not display a sign or notice on part of a Lot or on Common Property in any manner whatsoever so it is visible from outside the Lot without the prior written approval of the Owners Corporation.

(f) Auctions

A Lot Owner must not permit any auction sale to be conducted or to take place in the Lot or within the Development or Land without the prior approval in writing of the Owners Corporation.

(g) Animals

- (i) Lot Owners and/or Occupiers must not keep animals unless:
 - (A) the Lot Owner and/or Occupier complies with this Rule; and
 - (B) the animal is kept on a leash or in a locked carrier designed for the sole purpose of carrying animals whenever outside the Lot;
 - (C) registered with as is required by law from time to time and all animals must wear any registration tag and identification tag clearly showing the member, occupier, invitee or guest's address and telephone number;
 - (D) vaccinated, wormed and treated for fleas;
 - (E) free from communicable disease;
 - (F) the Lot Owner and/or Occupier gives the Owners Corporation prior details of the pet including without limitation the breed, approximate age and registration where applicable;
- (ii) Lot Owners and/or Occupiers of a lot may only keep an animal on its lot with the consent of the Owners Corporation, which consent shall not be reasonably withheld.
- (iii) If any animal causes a nuisance, the Owners Corporation may give notice to remove the animal from a lot or common property (or both). Lot Owners and/or Occupiers must remove the animal from a lot or the common property immediately upon receipt of the notice of the Owners Corporation.
- (iv) A Lot Owner and/or Occupier of a lot must ensure that any animal in his/her control does not urinate or defecate on the common property

and must be responsible to clean any mess caused by his/her animal immediately.

- (v) A Lot Owner and/or Occupier of a lot must ensure that any animal in its control is kept on a lead, if a dog or a cat in a cage or similar, when on Common Property.
- (vi) Rule 5(h) does not apply to an animal which assists a person with an impairment or disability, however, the Owners Corporation may require the Lot Owners and/or Occupiers of such animal to take reasonable steps to prevent the occurrence of any nuisance and/or damage in accordance with these Rules.

(h) Section 173 Agreement

The Owners Corporation must comply, and must to the extent applicable, procure that each Lot Owner and any Occupier of a Lot Owner's lot complies, with all the obligations of any Section 173 Agreement.

(i) Local Laws

The Owners Corporation, Lot Owners, Occupiers and visitors must comply with all Local Laws.

5. Leased Lots

5.1 General

To ensure that the living standards, safety and security of the Building are maintained by and for all Lot Owners and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing, sub-leasing, licence, grant or renew of any other occupancy to an Occupier of a Lot or occupancy of Lots by non-owners:

- (a) In order to maintain currency of occupancy records, Lot Owners or their agents must notify the Building Manager in advance of:
 - (i) details of new leaseholders or other changes of occupancy; and
 - (ii) details of the expected term of each occupancy.
- (b) Lot Owners or their agents must supply to each new Occupier, and obtain acknowledgement of receipt of a copy of these Special Rules.
- (c) An Owner of a Lot who grants a lease or a licence over its Lot indemnities the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the Occupier to strictly comply with the Rules or to pay the Owners Corporation any

charges validly levied by the Owners Corporation against the Occupier within fourteen (14) days.

5.2 Security Fob

- (a) A Lot Owner and/or Occupier must exercise a high degree of caution and responsibility in making a Security Fob available for use by another Occupier of a Lot, guest or invitee, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure the return of the Security Fob to the Lot Owner or their agent upon expiry of the Occupier's lease or licence.
- (b) In the absence of evidence of a written authority signed by the relevant Lot Owner or their agent, the Owners Corporation through the Building Manager may:
 - (i) not issue or replace lost security cards or keys to or for non-owners; and
 - (ii) disallow personal access and entry (or exit) of goods by non-owners.

6. Common Property structures, gardens and amenities

6.1 Alterations to Lots and Common Property

(a) Alterations - Lots

Lot Owners and Occupiers may not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

(b) Alterations - Common Property

- (i) Lot Owners and Occupiers must not:

- (A) alter;
- (B) paint or otherwise mark;

- (ii) core into concrete slabs;
- (iii) drive nails or anything else into; or
- (iv) otherwise damage or deface,

any structure (including any irrigation equipment or piping) forming part of the Common Property except with the prior written consent of the Owners Corporation.

(c) Interference - Common Property

Lot Owners, Occupiers and visitors must not:

- (i) damage a lawn or garden;
- (ii) damage or remove any plant or part of a plant; or
- (iii) interfere with the operation of irrigation,
on Common Property.

(d) **Damage to Landscaping on Common Property**

- (i) damage any of the Landscape situated upon the Common Property;
or
- (ii) except with the prior written consent of the Owners Corporation use
for the Lot Owners and/or Occupier's own purpose as a garden any of
the Common Property.

(e) **Maintenance**

Lot Owners and Occupiers must:

- (i) maintain in good condition and repair the exterior of the Lot and/or
Building including (without limitation) all fences, walls, windows, gates,
sidewalls, walkways within a Lot;
- (ii) make any necessary arrangements for supply of sufficient water for
the maintenance and irrigation of all landscaping within a Lot and pay
for such water; and
- (iii) take all practicable steps to prevent infestation of the Lot by vermin or
insects.

6.2 Vehicles

(a) **Parking & Repair**

- (i) Lot Owners and Occupiers must not, and must ensure that its guest(s)
or invitee(s) do not, unless in the case of an emergency:
 - (A) use or permit to be used any part of a car space other than to
park a vehicle;
 - (B) park or leave a vehicle, or permit a vehicle, to be parked or left:
 - (1) on common property; or
 - (2) in car spaces owned by other lot owners;

- (C) fail to comply with any directions of the Owners Corporation, including through the Building Manager, in relation to car parking;
 - (D) load or unload vehicles so as to cause interference to other vehicles or vehicular or pedestrian traffic, and then only in strict compliance with any Rules of use;
 - (E) use or permit to be used any part of the common property or a lot to wash, clean or repair any vehicle, except in the designated washing bay; or
 - (F) sell or dispose of any car space independently of the sale or disposition of a primary dwelling lot.
- (ii) Any vehicle required on the Building to conduct building or other trade works must obtain the prior approval of the Building Manager and, only upon obtaining such approval, may be parked in the area designated by the Building Manager.
 - (iii) RACV or similar road service vehicles and personnel may utilise any part of the common property and or a lot for the purposes of recharging or replacing a motor vehicle's battery.
 - (iv) Lot Owners and Occupiers may permit a guest or invitee to utilise its own car park provided such use does not unreasonably interfere with another Lot Owners and Occupiers' use and enjoyment of its lot and or the common property.
 - (v) The Owners Corporation shall have no liability for any theft, damage to, or personal injury related to, vehicles whether parked or mobile in the car park.
 - (vi) The Owners Corporation may, at its discretion, deny access to the car parking area to any driver who is unable to produce a valid access card.
 - (vii) Lot Owners and Occupiers are permitted to park vehicles only within the parking bays allocated to their specific lot.
 - (viii) Lot Owners and Occupiers shall comply with all directional signs and the speed limit must be observed at all times by all vehicles whilst on Common Property.
 - (ix) Lot Owners and Occupiers shall exercise due care and skill while driving in or about the car park.
 - (x) Lot Owners and Occupiers shall not permit their vehicles to be cleaned, serviced or repaired in the car park except in those areas set aside by the Owners Corporation for such purposes.

- (xi) Lot Owners and Occupiers may wash and clean their vehicles in the area designated as the 'car wash bay' (if any). Lot Owners and Occupiers must ensure that traffic is not obstructed during use and that the floor is hosed down and any residue cleaned up and removed upon completion. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning that arise from a failure to adhere this Rule.
- (xii) No person entering the car park shall place, throw or drop any rubbish about the car park, nor permit any rubbish to be thrown or dropped from his or her vehicle in or about the car park. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning.
- (xiii) Lot Owners and Occupiers shall not do or permit anything to be done that shall cause or be a nuisance or disturbance to users of the car park.
- (xiv) Lot Owners and Occupiers must not use any car space for a purpose other than parking a vehicle in a manner that is fair and reasonable to other Lot Owners and Occupiers in the absence of the prior written consent of the Owners Corporation.
- (xv) Lot Owners and Occupiers must not to store any goods and chattels in the car park other than a shopping trolley without the prior written consent of the Owners Corporation.
- (xvi) The Owners Corporation shall not be responsible and will have no liability for:
 - (A) any damage sustained by a driver's vehicle while inside the car park or while entering or leaving the car park;
 - (B) any damage sustained to a Lot Owners and Occupiers' storage cage, the storage rooms or the contents therein; and
 - (C) the theft of any vehicle or its contents parked in the car park, a bicycle or other chattel located in the car park and any storage cage, storage room or their contents therein.
- (xvii) Lot Owners and Occupiers shall ensure that their vehicles do not leak oil or leave any other residue within the car park. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning.
- (xviii) Should a Lot Owner or Occupier become informed or otherwise aware of a breach of these Rules, the Lot Owner or Occupier must advise the Owners Corporation, within a reasonable time.

6.3 Communal Lounge, Courtyard and Barbeque Areas

- (a) The Communal Lounge, Courtyard and Barbeque Areas on Level 1 are only for the use of Lot Owners and Occupiers of a residential lot within Owners Corporation 1 and their Invitees.
- (b) The Lot Owner is responsible for the actions of the Occupier or the Invitees within the areas. The areas must be satisfactorily cleaned and all power supply/gas supply turned off after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner of the Lot.
- (c) Persons using the Communal Lounge, Courtyard and Barbeque Areas must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Lot Owner or Occupier or any other person lawfully using Common Property.
- (d) Lot Owners and Occupiers must provide all information about and gain written approval for any proposed function as required by Building Management including but not limited to, the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.
- (e) The management of the Communal Lounge, Courtyard and Barbeque Areas (including functions, availability, and use) is at the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- (f) The initial hours of use for the Communal Lounge, Courtyard and Barbeque Areas are between 8.00am and 10.00pm and must be observed by all Owners or Occupiers using the Communal Lounge, Courtyard and Barbeque Areas. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- (g) Only two invitees per residential Lot are permitted in the Communal Lounge, Courtyard and Barbeque Areas at any one time, unless otherwise approved by the Building Management in writing.
- (h) Any persons under the age of 16 must be accompanied by an adult at all times whilst in the Communal Lounge, Courtyard and Barbeque Areas.
- (i) Invitees must be accompanied by the relevant Owner or Occupier of an residential Lot at all times.
- (j) A Lot Owner or Occupier must be in appropriate attire at all times in the Communal Lounge, Courtyard and Barbeque Areas.
- (k) Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier utilising the Communal Lounge, Courtyard and Barbeque Area.

- (l) All users of the Communal Lounge, Courtyard and Barbeque Areas do so at their own risk.
- (m) Improper use of the Communal Lounge, Courtyard and Barbeque Areas may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.
- (n) The following items are not permitted in the Communal Lounge, Courtyard and Barbeque Area:
 - (i) Excessive alcohol;
 - (ii) smoking;
 - (iii) pets;
 - (iv) amplified music;
 - (v) glass objects;
 - (vi) sharp objects; and
 - (vii) portable personal and private barbeques.

6.4 Swimming Pool Area

A Lot Owner and/or Occupier of a Lot must observe the following rules in relation to use of the swimming pool and the pool deck area ("the swimming pool area"), and ensure that any Invitees of the Lot Owner and/or Occupier do not use the swimming pool area except in accordance with the following rules:-

- (a) The swimming pool area on Level 1 is only for the use of the Lot Owners and Occupiers of a residential Lot within Owners Corporation 1 and their Invitees.
- (b) The Lot Owner is responsible for the actions of the Occupier or the Invitees within the swimming pool areas. The areas must be satisfactorily cleaned after use and any additional costs incurred during or after the use (covering damage, additional cleaning etc) will be charged to the Owner of the Lot.
- (c) Lot Owners or Occupiers of a Lot must reimburse the Owners Corporation for any cleaning expense or rectify any damage caused to the swimming pool area by their actions or by their Invitees.
- (d) Children under the age of 16 must be supervised by an adult at all times in the swimming pool area.
- (e) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area.
- (f) Alcohol is not permitted in the swimming pool area.

- (g) The swimming pool area is for use by the Lot Owner and/or Occupier and no more than two guests per Lot at any one time, and guests must be accompanied by a Lot Owner and/or Occupier at all times, unless otherwise approved by the Building Management in writing.
- (h) All Lot Owners and/or Occupiers and their Invitees must at all times act with caution and not act so as to interfere with the use and enjoyment of the common facilities by others.
- (i) Smoking is not permitted in the swimming pool area.
- (j) For the hygiene of all users of the swimming pool area, all users must shower before entering the swimming pool area.
- (k) Jumping, diving, running, ball games, noisy or hazardous activities are not permitted in the swimming pool area.
- (l) Spitting is not permitted in the swimming pool area.
- (m) Hours of use are Monday to Sunday 6.00 am to 10.00 pm only. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- (n) All users of the swimming pool area must dry off before leaving the swimming pool area.
- (o) Footwear must be worn to and from the swimming pool area.
- (p) Appropriate attire must be worn in the swimming pool area at all times. Nude bathing is prohibited and females must wear a bathing top.
- (q) The swimming pool area must not be used for any commercial purpose, including by personal trainers except with the written consent of the Owners Corporation.
- (r) All users of the swimming pool area do so at their own risk.
- (s) A Lot Owner and/or Occupier must ensure that their guests comply with any directions of these rules.

7. Relocations, Deliveries, Tradesman and moving of articles

A Lot Owners must not, and must ensure that the Occupier of a Member's Lot does not: -

- (a) give less than forty-eight (48) hours notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;

- (b) the Owners Corporation reserves the right to turn away any Lot Owner or Occupier who has not provided the appropriate notice and the Owners Corporation will not be responsible for any loss of income or monies incurred as a result of the failure of the Lot Owner or Occupier to adhere to the minimum notice period;
- (c) arrange for deliveries of any kind or nature unless the Lot Owner or Occupier or designee is at or on the premises to accept and arrange for the same at each Member's sole cost and liability;
- (d) ensure that the loading and unloading of vehicles shall be made entirely within the development at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time;
- (e) damage, obstruct or interfere with the stairways, corridors or any Common Property when moving any items in or out of any Lot;
- (f) use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation; and
- (g) allow moving boxes or other associated rubbish from deliveries or moves to be disposed of by the Owners Corporation or within the Owners Corporation rubbish area. All moving boxes or associated rubbish must be removed by the Lot Owner or Occupier or their removalist and must not be disposed of in any Common Property or common rubbish area at any time.

8. Building Works to Residential Lots

- (a) A Lot Owner must not, and must ensure that the Occupier of a Lot does not undertake any Building works to a Lot except in accordance with the following requirements:
 - (i) A Lot owner or Occupier must give notice to the Owners Corporation of any application by the Lot owner or Occupier for a Building permit or planning permit or the certification of a plan of subdivision affecting the Lot;
 - (ii) such Building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Owners Corporation manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - (iii) must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance

disturbance and inconvenience from Building operations to other Lot Owners and Occupiers;

- (b) The Lot Owner or Occupier of a Lot must not proceed with any such works until:
- (i) plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure, services or the fire or acoustic ratings of any component of the Building are submitted to the Owners Corporation; and
 - (ii) further particulars of those proposed works as requested, are provided to the Owners Corporation to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and
 - (iii) written approval for those works is received from the Owners Corporation whose permission for the same will not be unreasonably withheld;
- (c) The Lot Owner or Occupier of a Lot must ensure that they, including any servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, insurances, parking of vehicles, disposal of waste and hours of work;
- (d) The Lot Owner or Occupier of a Lot must ensure that any servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein;
- (e) The Lot Owner or Occupier of the Lot must supply to the Owners Corporation a copy of any servants, agents and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same;
- (f) The Lot Owner or Occupier shall immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Lot Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the Lot Owner or Occupier;
- (g) A Lot Owner or Occupier of a Lot must promptly notify the Owners Corporation or its manager on becoming aware of any damage to or defect in the Common Property or any personal Property vested in the Owners Corporation; and

- (h) The Lot Owner or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal Property vested in the Owners Corporation caused by that Lot Owner or Occupier or their respective tenants, licensees, lessees or invitees.

9. Insurance and related matters

- (a) Restrictions

A person must not bring to, do or keep anything on a Lot which:

- (i) will increase the rate of premium for insurance on another Lot or the Common Property;
- (ii) conflicts with Laws relating to fire or any insurance policy on another Lot or the Common Property.

- (b) Insurance

All Lot Owners must ensure that any improvements within a Lot are in compliance with all laws and legal requirements and in keeping with Good Manufacturing Practice standards.

- (c) Insurance premiums

- (i) Lot Owners must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy affected by the Owners Corporation.
- (ii) Lot Owners must, if the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

10. Security

- (a) Common Property Security

The Owners Corporation may arrange and operate a security system to monitor the land affected by the Owners Corporation.

- (b) The Owners Corporation:

- (i) is responsible for control of the security system; and
- (ii) may employ servants, agents or contractors to operate the system.

(c) Security Arrangements

The security arrangements may, at the discretion of the Owners Corporation, include without limitation the following:

- (i) the issue of Security Fobs upon conditions, including payment of a deposit;
- (ii) the right (upon complaint) to remove any person from a Lot or the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
- (iii) the right to enter upon any part of a Lot or the Common Property for the purpose of maintaining its security;
- (iv) the right of admission to any person subject to limits on the time of use and the parts of Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
- (v) that parts of the Common Property are secured against entry as approved by the Owners Corporation by unauthorised persons; and
- (vi) that security patrols, locks and other security devices or procedures are used to implement or operate it.

(d) Security

The Owners Corporation may:

- (i) erect, maintain and cause to be operated security measures by security officers for the purpose of regulating or prohibiting access to any part of the Common Property where Owners Corporation approval has been given to restrict access;
- (ii) delegate to security officers the function of deciding whether to grant permission for access to any part of the Common Property. Any delegation will not limit the power of the Owners Corporation to grant such permission. The Owners Corporation may revoke a delegation at any time within reason; and
- (iii) grant a conditional approval for access to any part of the Common Property and without limitation may only allow access to parts of the Common Property during specified times as approved by Owners Corporation. A person who has the permission of the Owners Corporation is entitled to access to any part of the Common Property to the extent of that approval.

(e) Owners Corporation Liability

The Owners Corporation is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:

- (i) the security system is not operating;
- (ii) the security system fails to operate as intended; or
- (iii) The land affected by the Owners Corporation is entered onto by a guest or invitee of a Lot Owner or Occupier.

(f) Security Cameras and Devices

A Lot Owner may not and may not permit any Occupier to erect any sign or display that may interfere or impede the view of any security camera, system or device.

(g) Security Fobs

- (i) The Owners Corporation may determine the number of Security Fobs and security devices for Lot Owners and Occupiers free of charge to access the common property.
- (ii) The Owners Corporation may charge a fee for any number of Security Fobs or security devices issued in excess of the number allocated by it for Lot Owners and Occupiers.
- (iii) The Security Fobs belong to the Owners Corporation.
- (iv) A Lot Owner or Occupier must:
 - (A) take all reasonable steps not to lose the Security Fobs and/or security devices given to it by the Owners Corporation;
 - (B) return the Security Fobs and/or security devices to the Owners Corporation if the Lot Owner or Occupier no longer needs them or if Lot Owners no longer owns a Lot;
 - (C) notify the Owners Corporation immediately if Lot Owners lose a Security Fob or security device; and
 - (D) at the Lot Owner's cost replace any Security Fob which is issued to the Lot Owner by the Owners Corporation.
- (v) Lot Owners must not, without the prior written consent of the Owners Corporation:
 - (A) copy Security Fobs and/or security devices;
 - (B) permit the Security Fobs and/or security devices to be copied; or

- (C) give the Security Fobs and/or security devices to someone who is not a Lot Owner or Occupier without the prior written consent of the Owners Corporation.

11. Garbage Collection

(a) Lot Owner's Duties

Each Lot Owner and Occupier must:

- (i) be aware of the Waste Management Agreement;
- (ii) adhere to the Waste Management Agreement;
- (iii) maintain on the Lot in a clean and dry condition and adequately covered, a receptacle for garbage which is not visible from outside the Lot;
- (iv) at all times protect garbage deposited in the chute against the attraction of flies or other vermin by wrapping the garbage in paper or other suitable material;
- (v) thoroughly cleanse and deodorise the receptacle regularly as and when considered necessary; and
- (vi) at all times keep the proper lid (of correct fit) on the receptacle;
- (vii) not place or caused to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not garbage;
- (viii) ensure the receptacle is not overloaded to more than the maximum weight for the receptacle; and
- (ix) ensure the receptacle is placed at the nominated collection point on collection days and promptly returned to the Lot following collection on the collection day;
- (x) where relevant, ensure the use of the double chute system (recyclable and normal waste chutes) located at the Refuse Room on the Common Property of every floor for the Development, and/or the common garbage room are used for the purposes for which they are intended;
- (xi) comply with all Laws relating to the disposal of garbage; and

- (b) The guidelines on rubbish chute and bin use may be determined and varied at any time by the Owners Corporation.

12. Notice of Accidents/Damage to Property

Notice

A Lot Owner and Occupier must notify the OC promptly of any accident or death that may arise in the Development, Land or Common Property and any such accident must be recorded in an incident report log and kept on file. Lot Owners and Occupiers must notify the Owners Corporation promptly of any accident to or defect in any water pipes, gas pipes, electric installations, fixtures or any other utility infrastructure which comes to the Lot Owners' or Occupiers' knowledge.

13. Contractors

(a) No instruction

Lot Owners and Occupiers must not directly instruct any contractors or workmen employed by the Owners Corporation unless specifically authorised to do so.

(b) Owners Corporation Representative

All requests for the Owners Corporation to consider giving directions on a particular matter to a contractor or workman must be directed to the Manager of the Owners Corporation, who will in turn refer the request to the Owners Corporation for determination.

(c) Site Inductions

Any contractors commissioned to commence work in the Development, Land or on Common Property must complete a site induction and submit a plan of works for approval before any such works may occur. The Owners Corporation will reply in writing when the works are approved and any isolations have been organised.

14. Notification of Infectious Diseases

(a) Notice

Lot Owners and Occupiers must, if any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Owners Corporation.

(b) Expenses

The Lot Owner and Occupiers must pay to the Owners Corporation the expenses of disinfecting or isolating the affected Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

15. Owners Corporation Rules and Notices

15.1 Notices to be Observed

Each Lot Owner and Occupier must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

15.2 Invitees

- (a) Each Lot Owner and Occupier must:
 - (i) ensure any invitees comply with these Rules; and
 - (ii) if an invitee fails to comply, forthwith cause that invitee to leave the land affected by the Owners Corporation as soon as reasonably practicable.

15.3 Rules to be Accessible

A copy of these Rules (including Rules made under them or a precis of them approved by the Owners Corporation) must be exhibited, documented and made available at any given time from the management office or concierge desk in each Lot in a prominent place in any Lot made available for letting and contained in any lease of the Lot.

15.4 Lot Barbeque Area

- (a) A Lot Owner and / or Occupier is permitted to use a barbeque on the Lot balcony.
- (b) The use of a barbeque is restricted to the surface area of a Lot balcony and / or the Barbeque Areas on the Common Property.
- (c) The Lot Owners and / or Occupiers are permitted to connect the barbeque on the Lot balcony to an external gas point (Gas Point). The Gas Point will be connected to the Embedded Network System. The Lot Owner / Occupier's use of the Gas Point will be charged to the Embedded Network System.

15.5 Flammable Materials

- (a) A Lot Owner or Occupier must not, without the Owners Corporation's written consent, use or store any chemicals, burning fluids, acetylene gas or alcohol in

a Lot or on Common Property nor in any other way cause or increase a risk of fire or explosion in a Lot or the Common Property.

- (b) A Lot Owner is permitted to store and use a gas barbeque on the Lot balcony with written consent of the Owners Corporation.
- (c) A Lot Owner must take all reasonable steps to maintain the respective barbeque and gas cylinders in a state that avoids a fire, explosion or any other hazard that may occur to a Lot and / or on the Common Property.
- (d) Steps that the Lot Owner must take to avoid a fire, explosion or any other hazard are not limited to the following:
 - (i) Ensure the barbeque is positioned on the balcony to allow for maximum clearance from other surrounding objects;
 - (ii) Regular replacement of gas cylinders;
 - (iii) Replacement of hoses and key internal barbeque connections when they are rusted and / or cease to 'fit' properly;
 - (iv) Removal of excess fat and oil on the surface of the barbeque; and
 - (v) Any other step that is reasonable in the circumstances to avoid a fire, explosion or any other hazard at the Lot in question.

15.6 Maintenance and Upgrading of Services

(a) Maintenance

The Owners Corporation may from time to time arrange for the maintenance and upgrading of telecommunications or other utility services provided to a Lot or a series of Lots.

(b) Payment

The Lot Owner or Occupier of any Lot that receives the benefit of the services must pay on demand by the Owners Corporation the proportion of the cost of providing those services and maintenance and upgrade of those services from time to time.

(c) Disconnection

If a relevant Lot Owner or Occupier does not do so, the Owners Corporation may authorise the disconnection of any or all of the services provided to the Lot.

16. Retail / Commercial Lots

16.1 General

Retail / Commercial Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Lot Owner or Occupier of any Retail / Commercial Lot may require, provided at all times the Lot Owner or Occupier of any such Retail / Commercial Lot:

- (a) operates lawfully;
- (b) obtains each and every permit, liquor licence or other consent required;
- (c) operates within the terms of any such liquor licence, permit or consent; and
- (d) operates within the parameters set out in the lease agreement.

16.2 Restrictions – Conducting Trade

The Lot Owner or Occupier of a Retail/Commercial Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless the Lot Owner or Occupier:

- (a) complies with the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
- (b) complies with any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;
- (c) ensures that the trade or business can be carried on, and is carried on, without causing undue nuisance to the Lot Owners and/or Occupiers of other Lots;
- (d) complies with all health, noise and other legislative requirements in carrying on the business from its Lot including any requirements of local council or other relevant statutory body;
- (e) filters all cooking smell so as not to emit any oil or smell adjacent to residential Lots;
- (f) installs an alarm that is not any audible alarm that can be heard from any other residential Lots;
- (g) trades within trading hours governed by relevant legislation, planning permit, local government or relevant statutory body;
- (h) ensures it does not play any music externally to the Retail/Commercial Lot;
- (i) ensures no goods or service truck enter the Common Property between the hours of 10.00pm and 6.00am;
- (j) applies for and obtain all necessary consents, permissions, approvals and licences to use the Retail/Commercial Lot at its own cost and on conditions satisfactory to the Owners Corporation as its absolute discretion;
- (k) takes out its own bins on each garbage collection day and bring those bins in before 9am on each collection day or promptly after collection. Garbage are to be deposited at the Refuse Room on Basement 1 for collection;
- (l) ensures that any contractors hired for the purpose of removing garbage pick up garbage between:
 - (i) 6.00am and 10.00pm, if any rubbish is being picked up on Monday to Sunday;
 - (ii) avoid unnecessary noise when filling bins;
 - (iii) ensure lids on bins are securely closed at all times;
 - (iv) regularly clean all bins to prevent build up of rubbish residue or odours;
- (m) ensures it does not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any other Lot or Common Property other than in:

- (v) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and
- (vi) the areas specified for such purpose by the Owners Corporation;
- (n) ensure it does not allow or arrange for delivery of collection of goods or rubbish other than at times approved by the Owners Corporation in writing;
- (o) ensures it takes all reasonable precautions to keep its Retail/Commercial Lot free from rodents, vermin, insects and other pests;
- (p) drains all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;
- (q) deposits all recyclable items in the area designated for recyclable items by the Owners Corporation; and
- (r) neatly breaks down and collapses all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible.

16.3 Signage

The Lot Owner and/or Occupier of a Retail/Commercial Lot must not affix a sign to its Lot or to the Common Property unless the sign:

- (a) is for lease sign, promotional advertising, or other signs as may be required to attract a tenant for its Lot;
- (b) is for the purpose of identifying the business carried on from its Lot and the opening hours of that business;
- (c) complies with all legislative requirements including any planning permits and requirement of local council and statutory bodies;
- (d) has first been approved by the Owners Corporation;
- (e) if an illuminated window sign, covers an area of not more than 20% of the window area unless with the written approval of the Owners Corporation;
- (f) if an under veranda sign, does not exceed 2.5 metres measure horizontally and 0.5 measured vertically and does not contain any animation or intermittent lighting. Not more than 2 signs will be permitted per Lot being on per street frontage unless with the written approval of the Owners Corporation;
- (g) if a façade sign, no more than 2 high quality flush signs will be permitted, including wall plaques affixed to the outside faces of the Lot unless with the written approval of the Owners Corporation; and
- (h) if a window decal, covers an area of not more than 20% of the window area unless with the written approval of the Owners Corporation,

and Lot Owner or Occupier must make good any damage caused by the installation or removal of a sign affixed to its Lot or to the Common Property and restore the Common Property to the condition it was before the sign was installed.

16.4 Building Works

- (a) A Lot Owner or Occupier of a Retail/Commercial Lot must not undertake any Building works to its Lot except in accordance with the following requirements:
 - (i) A Lot owner or Occupier must give notice to the Owners Corporation of any application by the Lot owner or Occupier for a Building permit or planning permit or the certification of a plan of subdivision affecting its Lot;
 - (ii) such Building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Owners Corporation manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - (iii) must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from Building operations to other Lot Owners and Occupiers;
- (b) The Lot Owner or Occupier of a Retail/Commercial Lot must not proceed with any such works until:
 - (i) plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure, services or the fire or acoustic ratings of any component of the Building are submitted to the Owners Corporation; and
 - (ii) further particulars of those proposed works as requested, are provided to the Owners Corporation to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and
 - (iii) written approval for those works is received from the Owners Corporation whose permission for the same will not be unreasonably withheld
- (c) The Lot Owner or Occupier of a Retail/Commercial Lot must ensure that they, including any servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of

Common Property and on-site management and Building protection, delivery of materials, insurances, parking of vehicles, disposal of waste and hours of work;

- (d) The Lot Owner or Occupier of a Retail/Commercial Lot must ensure that any servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein;
- (e) The Lot Owner or Occupier of a Retail/Commercial Lot must supply to the Owners Corporation a copy of any servants, agents and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same;
- (f) The Lot Owner or Occupier of a Retail/Commercial shall immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Lot Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the Lot Owner or Occupier;
- (g) A Lot Owner or Occupier of a Retail/Commercial Lot must promptly notify the Owners Corporation or its manager on becoming aware of any damage to or defect in the Common Property or any personal Property vested in the Owners Corporation; and
- (h) The Lot Owner or Occupier of a Retail/Commercial Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal Property vested in the Owners Corporation caused by that Lot Owner or Occupier or their respective tenants, licensees, lessees or invitees.

16.5 Grease Trap

- (a) A Lot Owner or Occupier of a Retail/Commercial Lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in these Rules.
- (b) Before connecting to or installing a grease trap a Lot Owner or Occupier must:
 - (i) provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawings and specifications.
 - (ii) obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of the connection to the grease trap and the way in which and by whom, the connection to the grease trap and the grease trap are to be cleaned and maintained, including the frequency of cleaning and maintenance.
 - (iii) enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant Water Authority and Council.

- (iv) ensure that all connections to the grease trap and pump out design is such that the designated pump location shall be from the external of the building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park or any area within the common property, other than the designated pump out pipework put in place within the construction of the building.
- (c) After connection the Lot Owner or Occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- (d) In using a grease trap a Lot Owner or Occupier must:
 - (i) Comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.
 - (ii) Only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- (e) A Lot Owner or Occupier of a Commercial / Retail Lot served by or using a particular grease trap shall be responsible to keep the grease trap and any connection to it:
 - (i) Properly and adequately maintained in a state of good and serviceable repair.
 - (ii) Adequately clean and free of vermin.
 - (iii) Regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, the Water Authority, Council and any other Government or Regulatory Authority.
- (f) A Lot Owner or Occupier of a Commercial / Retail Lot served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other Lot Owners, Occupiers or guests.
- (g) The Owners Corporation by its servant and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to a Lot Owner or Occupier to inspect such areas or for any other purpose permitted under these Rules.

17. Support and provision of services

17.1 Metering of services

Where Lot Owners' Lots are not separately metered in relation to service, including but not limited to gas, electricity and / or water, Lot Owners shall pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing Lot Owners' unit liability with respect to the Lot Owners' Lot by the total unit liability of all Lots serviced jointly and by no other reference.

17.2 Provision of services

Lot Owners must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing Lot Owners' Lots, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

17.3 Support of services

- (a) Lot Owners must not do anything or permit anything to be done to Lot Owners' Lots or Common Property, without the written consent of the Owners Corporation, so that:
 - (i) any support or shelter provided by Lot Owners' Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - (ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or
 - (iii) the passage or provision of services through the Lot Owners' Lot or the Common Property is interfered with.

17.4 Apportionment of costs of services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot Owner or Occupier that is more than the amount that the supplier would have charged the Lot Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot Owner or Occupier from the relevant supplier.
- (c) Rule 16.4(b) does not apply if the concession or rebate:
 - (i) must be claimed by the Lot Owner or Occupier and the Owners Corporation has given the Lot Owner or Occupier an opportunity to

claim it and the Lot Owner or Occupier has not done so by the payment date set by the relevant supplier; or

- (ii) is paid directly to the Lot Owner or Occupier as a refund.

18. Storage

18.1 Storage and placement of bicycles and personal items

- (a) Lot Owners and Occupiers must not store or permit to be stored any bicycle to be:
 - (i) stored other than in the area designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks; or
 - (ii) brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation.
- (b) A Lot Owner or Occupier cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building.
- (c) Lot Owners and Occupiers must not permit any personal items to be:
 - (i) placed, located or positioned either on a permanent or a temporary basis unless stored in an allocated locker; or
 - (ii) stored for any length of time,

on Common Property without the prior written consent of the Owners Corporation.

19. Fire control

19.1 Lot Owners and Occupiers must not:

- (a) keep flammable material on Owners' Lot or any part of Common Property except as permitted by these Rules;
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes.

19.2 Lot Owners and Occupiers must ensure that:

- (a) Lot Owners and Occupiers comply with all Laws about fire control;

- (b) all fire safety equipment in Owners' Lot or on parts of Common Property is at all times operational; and
 - (c) Lot Owners and Occupiers must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.
- 19.3 The Owners Corporation reserves the right to seek costs from Lot Owners and Occupiers for false alarm call outs to the fire brigade caused by intentional and/or negligent acts.

20. Owners Corporation Manager

20.1 Owners Corporation Manager

- (a) If the Owners Corporation has appointed an Owners Corporation Manager and given notice of that appointment to a Lot Owner, the Lot Owner is entitled to and must assume the Owners Corporation Manager is entitled to take any action on behalf of the Owners Corporation under these Rules.
- (b) A person must not interfere with or stop the Owners Corporation Manager from:
 - (i) performing its obligations or exercising its rights under their agreement with the Owners Corporation; or
 - (ii) using Common Property that the Owners Corporation permits them to use.

20.2 Consent of Owners Corporation

- (a) Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to the Act may be given:
 - (i) by the Owners Corporation at a Committee meeting; and
 - (ii) by any person to whom the Owners Corporation has delegated the power or function, including but not limited to a Committee or member of a Committee or the Owners Corporation Manager.
- (b) The Owners Corporation may apply conditions to any consent given under these Rules and Lot Owners and Occupiers must ensure that all the conditions are complied with.
- (c) The Owners Corporation may revoke any consent given under these Rules if Lot Owners and Occupiers do not comply with:
 - (i) any conditions attached to the consent; or

21.5 Non-Compliance

A Lot Owner and Occupier who has not complied with these Rules after service of a notice by the Owners Corporation specifying any non-compliance, agrees to the following in addition to any other rights that the Owners Corporation has under these Rules or the Act:

- (a) to allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify any non-compliance where the non-compliance relates to performance of any works required to be performed by a Lot Owner and Occupier under these Rules;
- (b) if the Owners Corporation exercises its power to rectify non-compliance, to pay to the Owners Corporation any charges levied against the Lot Owner and Occupier in respect of the costs of the works performed as a result of the non-compliance;
- (c) to accept a certificate signed by the Secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation to rectify the Lot Owner's and Occupier's non-compliance with the Rules;
- (d) to pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* on all monies outstanding under these Rules (including the non-payment of any Owners Corporation fees) until they are paid; and
- (e) that any payments made for the purposes of these Rules will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

21.6 Recovery of Costs

- (a) A Lot Owner and Occupier must pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs and Owners Corporation management fees, plus any GST properly chargeable in respect of these costs) in connection with:
- (i) recovering levies or monies payable to the Owners Corporation pursuant to the Act or these Rules duly levied upon the Lot Owner by the Owners Corporation or otherwise pursuant to these Rules;
 - (ii) all legal and other proceedings concluded by way of settlement or court determination in favour of the Owners Corporation taken by or against the Lot Owner or Occupier of a Lot; or
 - (iii) costs and expenses (including solicitor and own client costs and Owners Corporation management fees) incurred by the Owners Corporation to enforce a Rule or make good any damage incurred by a breach of these Rules by the Lot Owner or Occupier or that person's

invitees (including tenants) and incurred in recovery of those costs-
and-expenses.

- (b) The amount of any such costs will be deemed to be a liquidated debt due by the Lot Owner or Occupier to the Owners Corporation.
- (c) If the Lot Owner or Occupier fails to pay such costs upon demand, the Owners Corporation:
 - (i) may take action for the recovery of those costs in a court of competent jurisdiction, and/or;
 - (ii) may enter such costs and expenses against the levy account of the Lot Owner.
- (d) The Owners Corporation may include any costs payable to it under this Rule on any certificate issued in respect of the Lot pursuant to the Act, including but not limited to a notation of unpaid insurance premiums.

21.7 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these Rules by a Lot Owner or Occupier or an invitee of either of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Lot Owner or Occupier at the time when the breach occurred.

22. Complaints and dispute resolution

22.1 Complaints

- (a) Lot Owners, Occupiers and/or the Owners Corporation Manager may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:
 - (i) a Lot Owner;
 - (ii) an Occupier ; or
 - (iii) Owners Corporation Manager.
- (b) All complaints must be:
 - (i) in writing; and
 - (ii) in the approved form as required by Laws from time to time.
- (c) All complaints must be brought to the attention of:

- (i) the Grievance Committee, if such a Committee has been elected; or
- (ii) the Owners Corporation in all other circumstances.
- (d) The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.
- (e) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

22.2 Dispute resolution

- (a) The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within 14 working days of the complaint coming to the attention of the parties.
- (b) The Owners Corporation or the Grievance Committee cannot take any action with regard to the complaint until:
 - (i) a meeting of the parties to the dispute has been organised to discuss the dispute;
 - (ii) it is satisfied that the dispute remains unresolved;
 - (iii) it is deemed that the Owners Corporation or the Grievance Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee;
 - (iv) a party to the dispute may appoint a person to act or appear on his or her behalf at the meeting;
 - (v) if the dispute is not resolved, the Grievance Committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act; and

this process is separate from and does not limit any further action under Part 10 of the Act as amended or replaced from time to time.

23. GST

23.1 Definition

For the purposes of this Rule:

- (a) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;

- (b) Primary Payment means any payment or consideration given by a Lot Owner or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Lot Owner or Occupier to the Owners Corporation in connection with any supply of any goods and services.

23.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Lot Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Lot Owner is required to pay the Primary Payment in respect of which the GST relates.

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.

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.

(04/10/2016)

- 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.

**UNIT 404 (LOT 404A)/160 WHITEHORSE ROAD, BLACKBURN VIC
3130
(Property)**

VENDOR STATEMENT

Vendor: Kirpaben Bimal Patel

C & A CONVEYANCING
Level 1, 459 Toorak Road
Toorak VIC 3142

Tel: 03 9827 0018
Email: a.r.int@bigpond.com
Ref: 23/08/495/Patel
