

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 310 8 WELLINGTON Road BOX HILL VIC 3128

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.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as 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/...../20.....

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 business days if none specified).

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing RAGHAVENDRA RAO ROJKHIRD and BHARGAVI MURLIDHAR RAO

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

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 deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

O'BRIEN REAL ESTATE BLACKBURN
98 SOUTH PARADE BLACKBURN VIC 3130

Tel: 1300 062 743 Fax:

Ref: HARRY SINGH

Email:
harry.singh@obrienrealestate.com.au

VENDOR

**RAGHAVENDRA RAO ROJKHIRD and BHARGAVI MURLIDHAR
RAO**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022

Ref: HN-22/24224

Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax:

Ref:

Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11869/547	310	PS 721476C

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

310 8 Wellington Road Box Hill Vic 3128

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	\$	(of which \$	has been paid)
		payable at settlement	

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 5.1)

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

subject to lease

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements and land as to the current nature, quality, condition and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The purchaser must pay the professional fees to Vendor's Conveyancers of \$220.00 for the nomination.

3. Extension request

The Purchaser shall pay to the Vendor's representative the sum of \$220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

4. Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$220.00 at the at the settlement for each request.

5. Adjustments

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

6. Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 6.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 6.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property; and
- 6.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

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 that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

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

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

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late

payment of the amount.

25. GST WITHHOLDING

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

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within 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. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	RAGHAVENDRA RAO ROJKHIRD and BHARGAVI MURLIDHAR RAO
Property:	310 8 WELLINGTON Road BOX HILL VIC 3128

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-22/24224

SECTION 32 STATEMENT
310 8 WELLINGTON ROAD BOX HILL VIC 3128

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed \$5,000.00 plus Owners Corporation Fees

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
310 8 WELLINGTON ROAD BOX HILL VIC 3128

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WHITEHORSE PLANNING SCHEME

Responsible Authority: WHITEHORSE CITY COUNCIL

Zoning: RGZ Residential Growth Zone

Planning Overlay/s: See attached certificate

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
310 8 WELLINGTON ROAD BOX HILL VIC 3128

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
310 8 WELLINGTON ROAD BOX HILL VIC 3128

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

RAGHAVENDRA RAO ROJKHIRD and BHARGAVI MURLIDHAR RAO

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

x

Register Search Statement - Volume 11869 Folio 547

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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

VOLUME 11869 FOLIO 547

Security no : 124111961375G
Produced 18/01/2024 12:53 PM

LAND DESCRIPTION

Lot 310 on Plan of Subdivision 721476C.
PARENT TITLE Volume 08636 Folio 749
Created by instrument PS721476C 13/04/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
RAGHAVENDRA RAO ROJKHIRD
BHARGAVI MURLIDHAR RAO both of 19 BOTTLETREE ROAD POINT COOK VIC 3030
AN832572C 15/05/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN832573A 15/05/2017
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE PS721476C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 8 WELLINGTON ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 00200Q NATIONAL AUSTRALIA BANK (STATE SECURITIES)
Effective from 15/05/2017

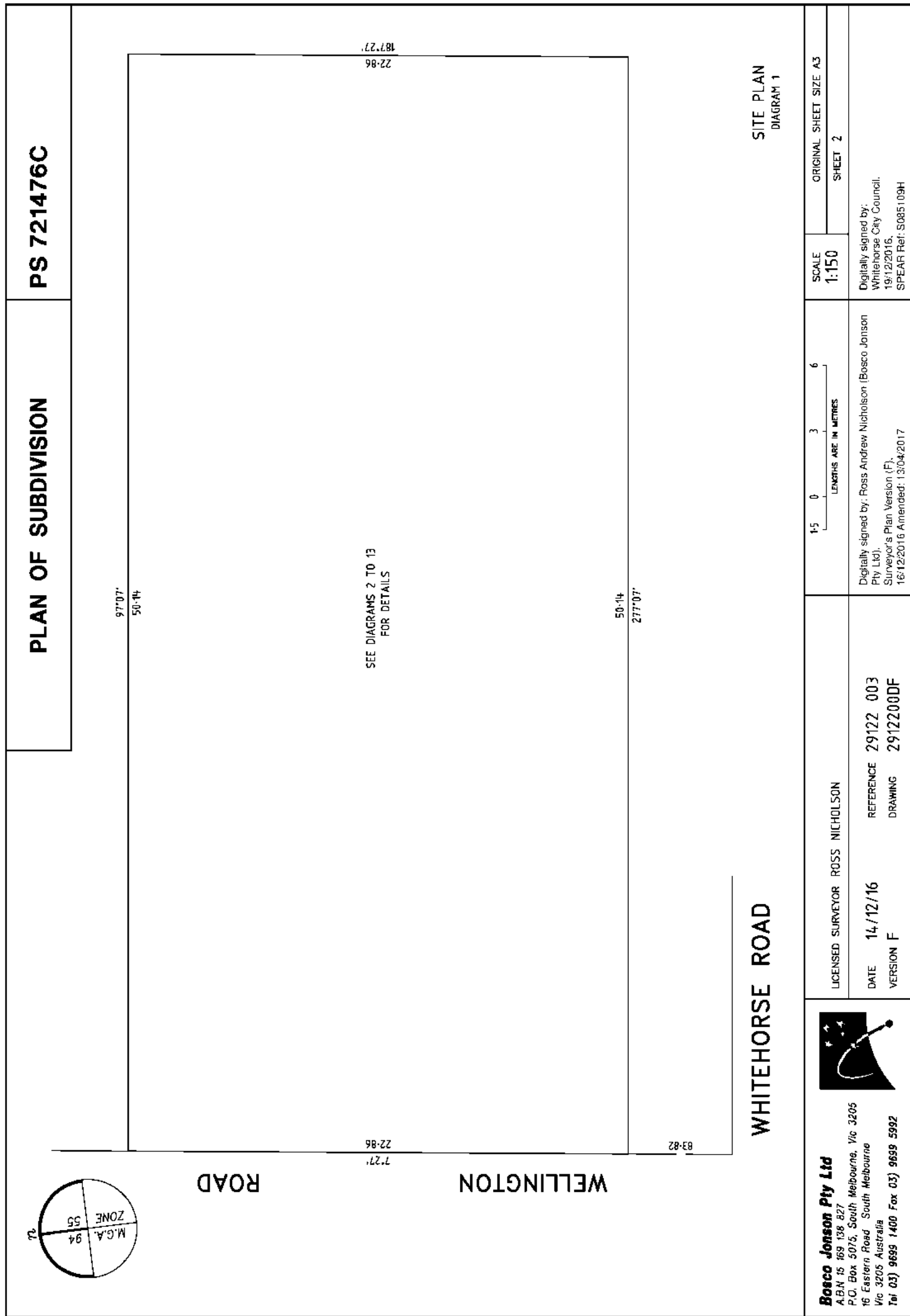
OWNERS CORPORATIONS

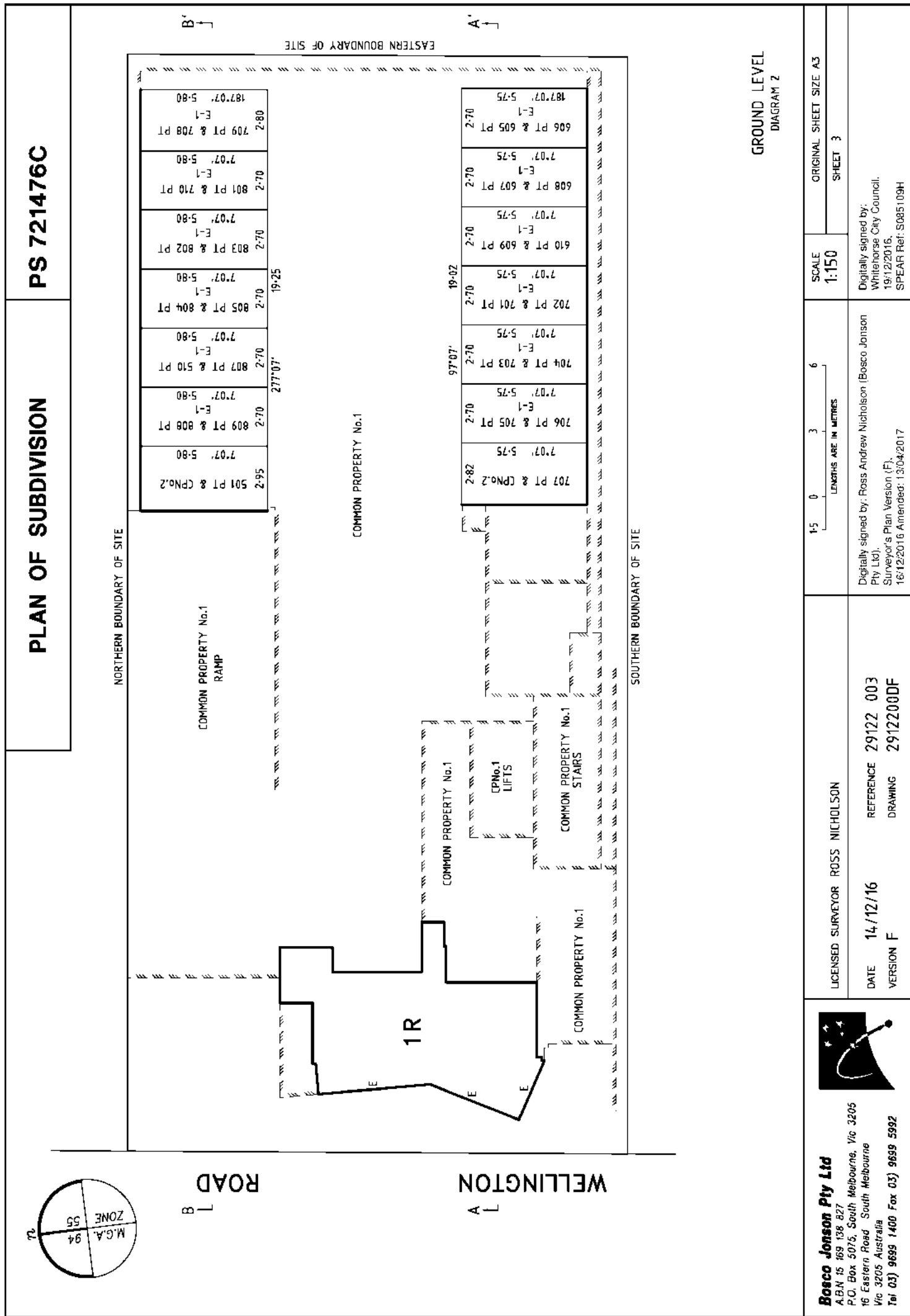
The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS721476C
OWNERS CORPORATION 2 PLAN NO. PS721476C

DOCUMENT END

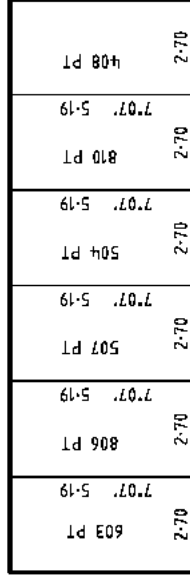
**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 18/01/2024, for Order Number 82588230. Your reference: HN-22/24224.**

PLAN OF SUBDIVISION				EDITION 1	PS 721476C						
PARISH: NUNAWADING TOWNSHIP: --- SECTION: --- CROWN ALLOTMENT: --- CROWN PORTION: 4 (PART) TITLE REFERENCE: VOL:8636 FOL:749 LAST PLAN REFERENCE: TP381972S (LOT 1) POSTAL ADDRESS: 6-8 WELLINGTON ROAD, (at time of subdivision) BOX HILL VIC 3128 MGA 94 CO-ORDINATES: E 334320 ZONE: 55 (approx. centre of land in plan) N 5812900 Council Name: Whitehorse City Council Council Reference Number: CRT/6349 Planning Permit Reference: WH/2016/394 SPEAR Reference Number: S085109H Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification Digitally signed by: Aileen Lam for Whitehorse City Council on 18/12/2016				NOTATIONS STAGING This is/is not a staged subdivision Planning Permit No. WH/2016/394 DEPTH LIMITATION DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE: BOUNDARIES MARKED E INTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No. 2 AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES EXCEPT THOSE MARKED E. ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No.1 UNLESS SHOWN OTHERWISE. THE VEHICLE STACKING MECHANISMS ARE PART OF COMMON PROPERTY No.2. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS- SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.							
VESTING OF ROADS AND/OR RESERVES											
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING This is/is not a staged subdivision Planning Permit No. WH/2016/394 DEPTH LIMITATION DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE: BOUNDARIES MARKED E INTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No. 2 AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES EXCEPT THOSE MARKED E. ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No.1 UNLESS SHOWN OTHERWISE. THE VEHICLE STACKING MECHANISMS ARE PART OF COMMON PROPERTY No.2. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS- SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.							
NIL		NIL		STAGING This is/is not a staged subdivision Planning Permit No. WH/2016/394 DEPTH LIMITATION DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE: BOUNDARIES MARKED E INTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No. 2 AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES EXCEPT THOSE MARKED E. ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No.1 UNLESS SHOWN OTHERWISE. THE VEHICLE STACKING MECHANISMS ARE PART OF COMMON PROPERTY No.2. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS- SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.							
--- DENOTES STRUCTURE (NON BOUNDARY) P - PROJECTION OF UNDERSIDE OF CEILING PT - PART CPNo.1 - COMMON PROPERTY No.1 CPNo.2 - COMMON PROPERTY No.2											
EASEMENT INFORMATION											
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.											
LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement											
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF							
E-1	CARRIAGEWAY FOR THE PURPOSE OF INGRESS AND EGRESS OF THE VEHICLE STACKING MECHANISM ONLY (LIMITED IN HEIGHT AND DEPTH) SEE SECTIONS A-A' & B-B'	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN							
Bosco Jonson Pty Ltd A.B.N 15 189 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR ROSS NICHOLSON <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">DATE 14/12/16</td> <td style="width: 30%;">REFERENCE 29122 003</td> <td style="width: 40%;">ORIGINAL SHEET SIZE A3</td> </tr> <tr> <td>VERSION F</td> <td>DRAWING 29122000F</td> <td>SHEET 1 OF 16 SHEETS</td> </tr> </table> Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd), Surveyor's Plan Version (F), 18/12/2016 Amended: 13/04/2017				DATE 14/12/16	REFERENCE 29122 003	ORIGINAL SHEET SIZE A3	VERSION F	DRAWING 29122000F	SHEET 1 OF 16 SHEETS
DATE 14/12/16	REFERENCE 29122 003	ORIGINAL SHEET SIZE A3									
VERSION F	DRAWING 29122000F	SHEET 1 OF 16 SHEETS									
PLAN REGISTERED TIME: 3:36 PM DATE: 13 / 04 / 2017 Mark Cagdas Assistant Registrar of Titles											

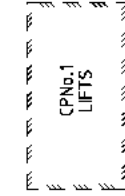




PS 721476C



4



2-69	101 PT	7*07	5-18
2-70	104 PT	7*07	5-18
2-70	102 PT	7*07	5-18
2-68	203 PT	7*07	5-18

	2-8-2	2-7-0	2-7-0	2-7-0	2-7-0	2-7-0	2-7-2
	202 PT	7'07"	5-20	205 PT	7'07"	5-20	405 PT
				208 PT	7'07"	5-20	
				210 PT	7'07"	5-20	
				303 PT	7'07"	5-20	
				306 PT	7'07"	5-20	
				309 PT	7'07"	5-20	
				402 PT	7'07"	5-20	

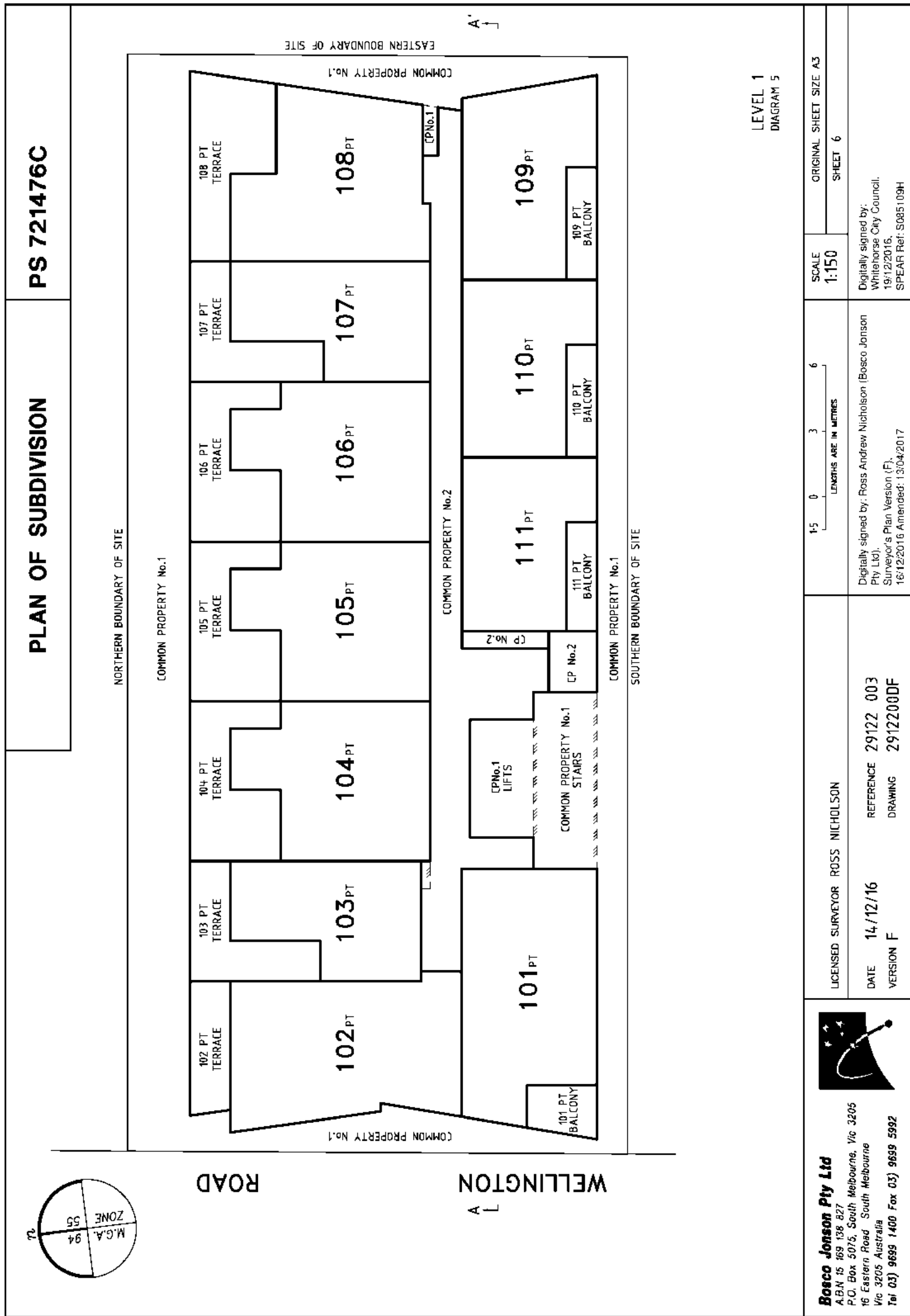
ABN 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

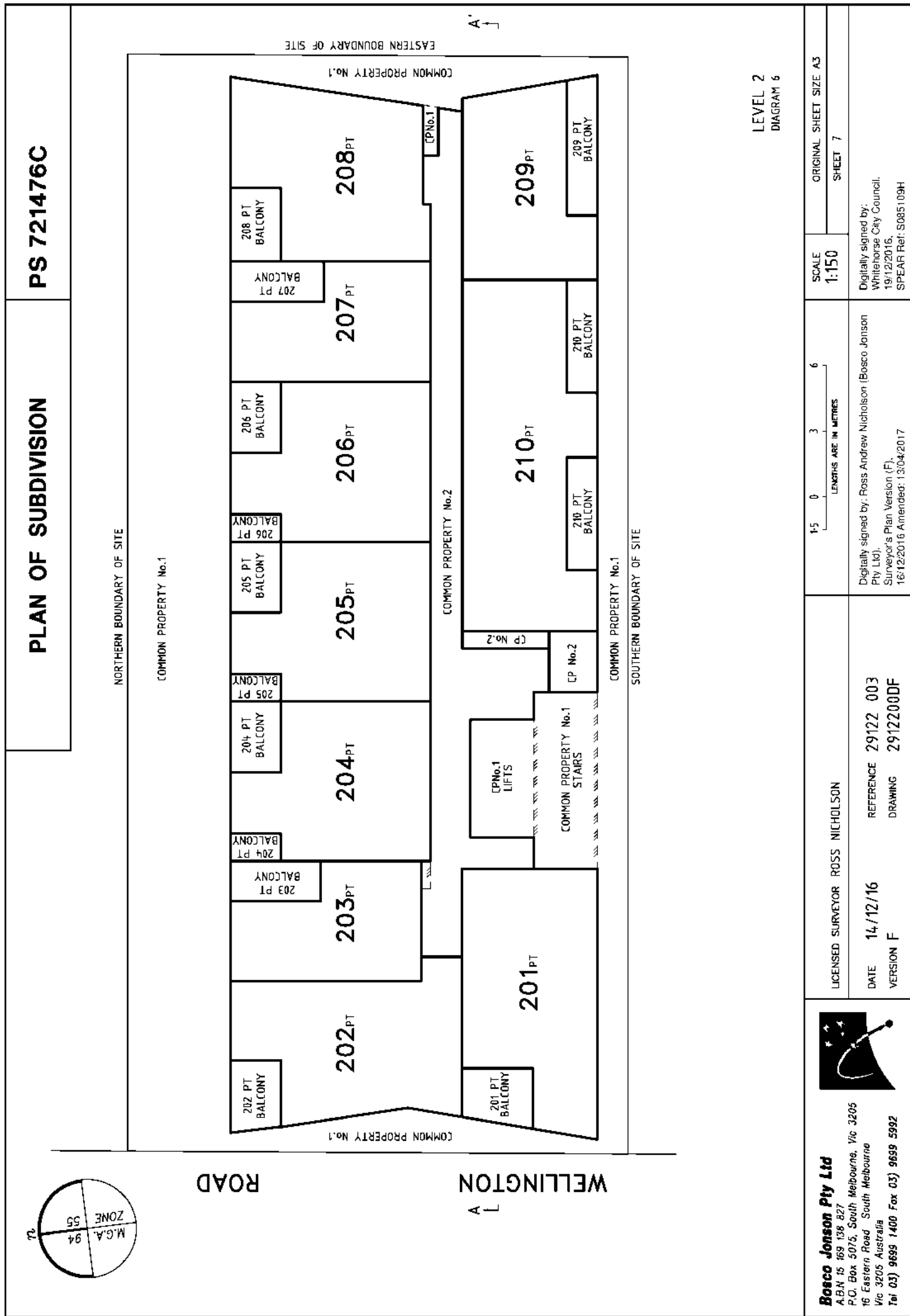


DATE	14/12/16	REFERENCE	29122 003
VERSION	F	DRAWING	2912200DF

Digitally signed by:
Whitehorse City Council,
19/12/2016,
SPEAR Ref: S085109H

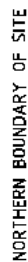
4 SHEET





PLAN OF SUBDIVISION

PS 721476C



COMMON PROPERTY No.1

ROAD

WELLINGTON

EASTERN BOUNDARY OF SITE

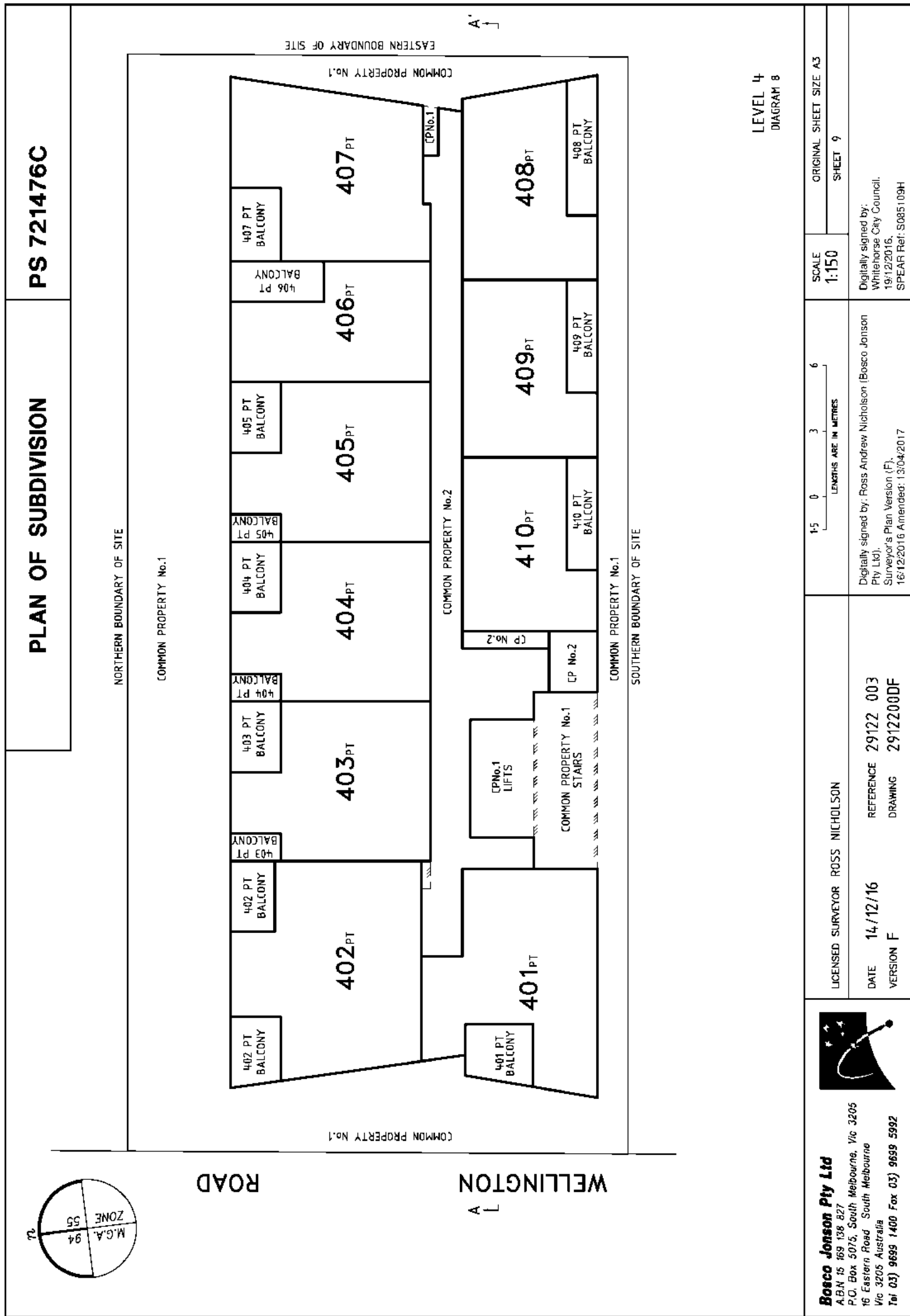
COMMON PROPERTY No.2

COMMON PROPERTY No.1

SOUTHERN BOUNDARY OF SITE

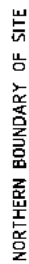
LEVEL 3
DIAGRAM 7

 Bosco Jonson Pty Ltd A.B.N 15 969 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel (03) 9699 1400 Fax (03) 9699 5992	LICENSED SURVEYOR ROSS NICHOLSON		1-5 0 3 6 LENGTHS ARE IN METRES		SCALE 1:150	ORIGINAL SHEET SIZE A3
	DATE 14/12/16 VERSION F	REFERENCE 29122 003 DRAWING 2912200DF	Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd). Surveyor's Plan Version (F). 19/12/2016. SPEAR Ref: S085109H			



PLAN OF SUBDIVISION

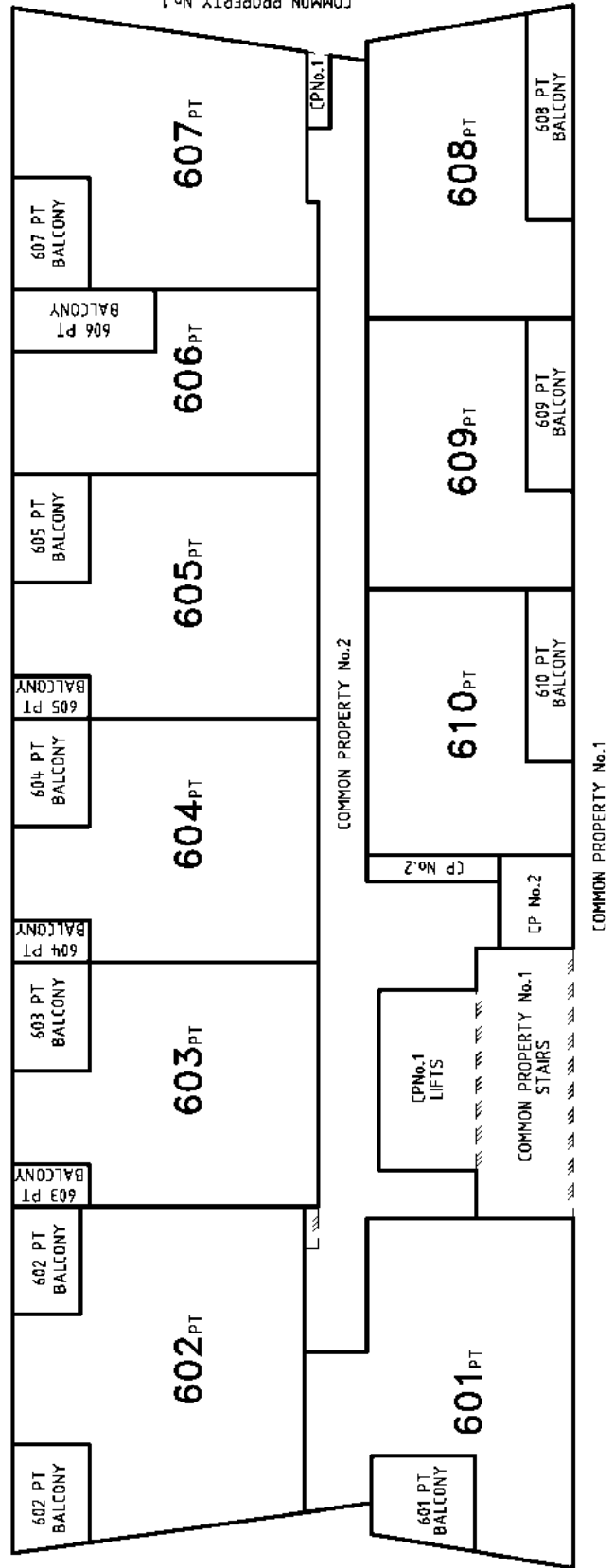
PS 721476C



COMMON PROPERTY No.1



WELLINGTON



LEVEL 6
DIAGRAM 10



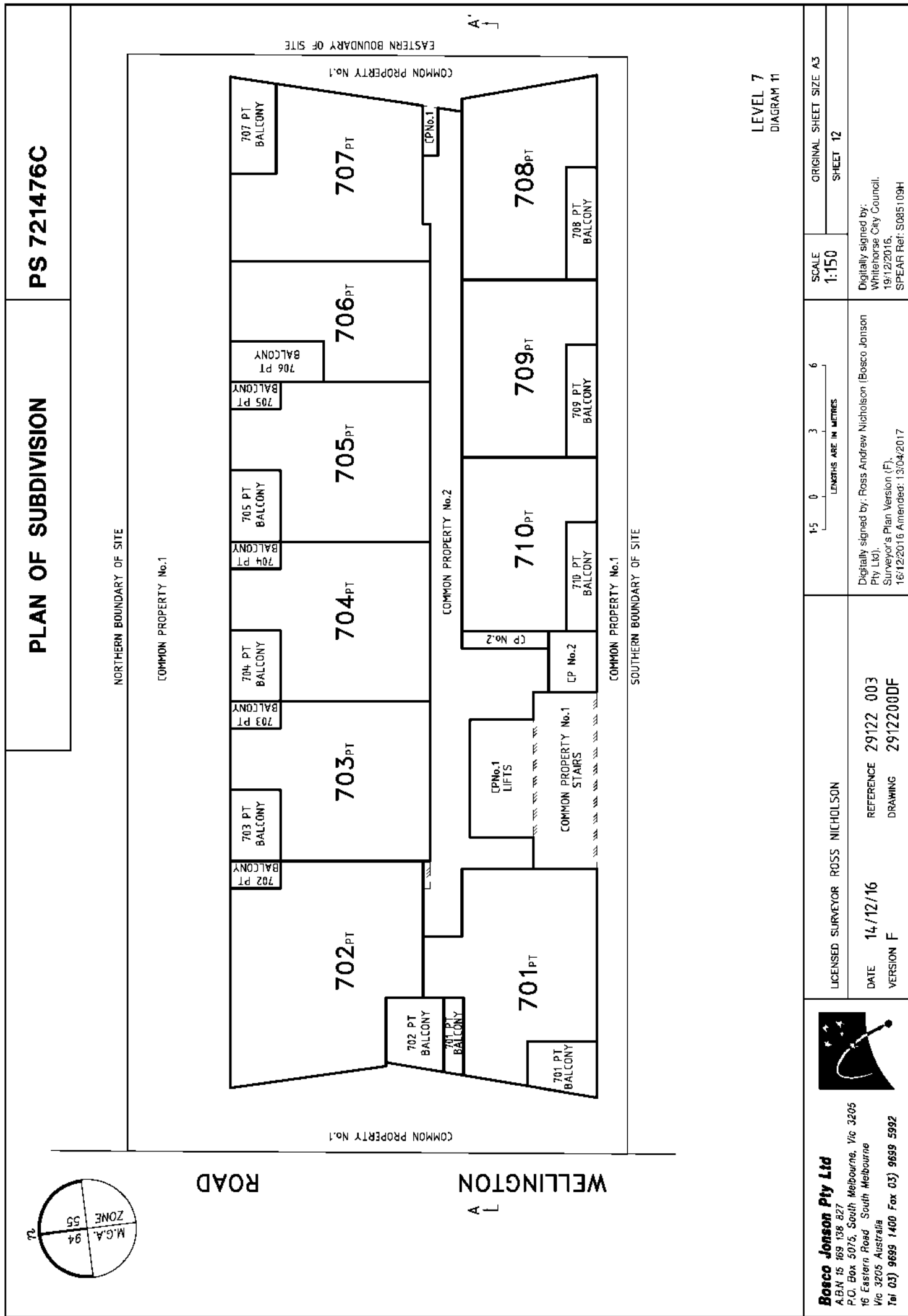
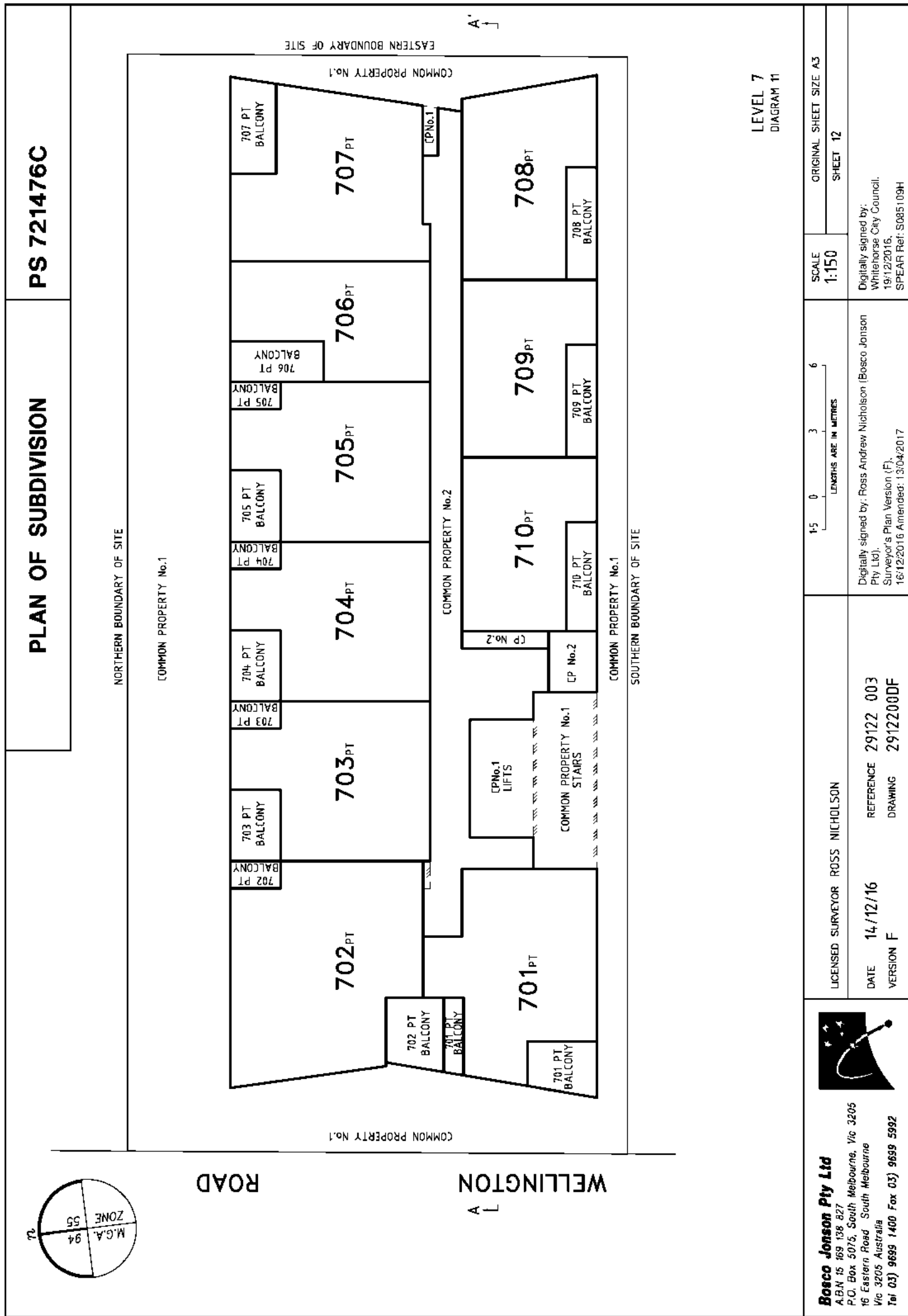
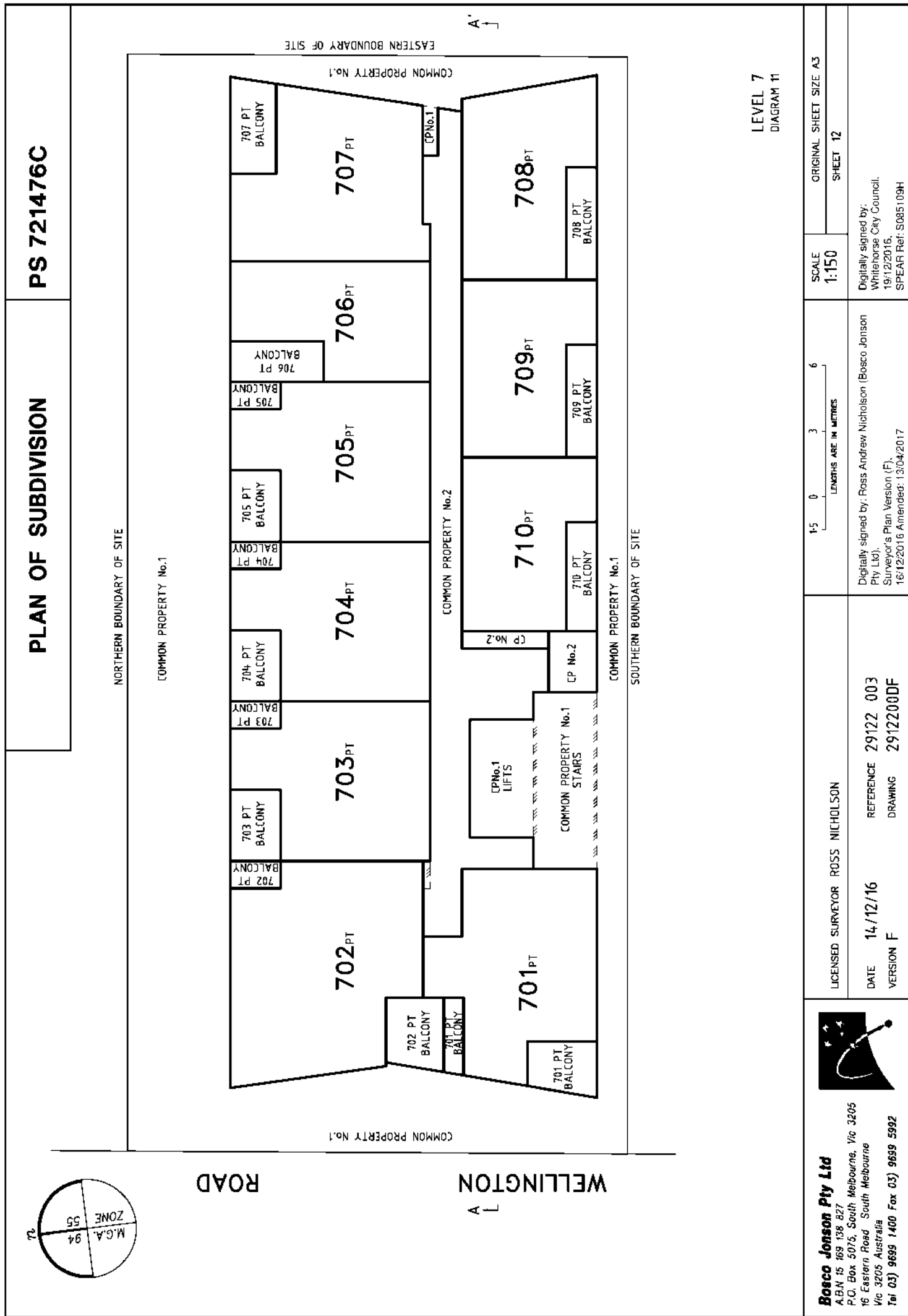
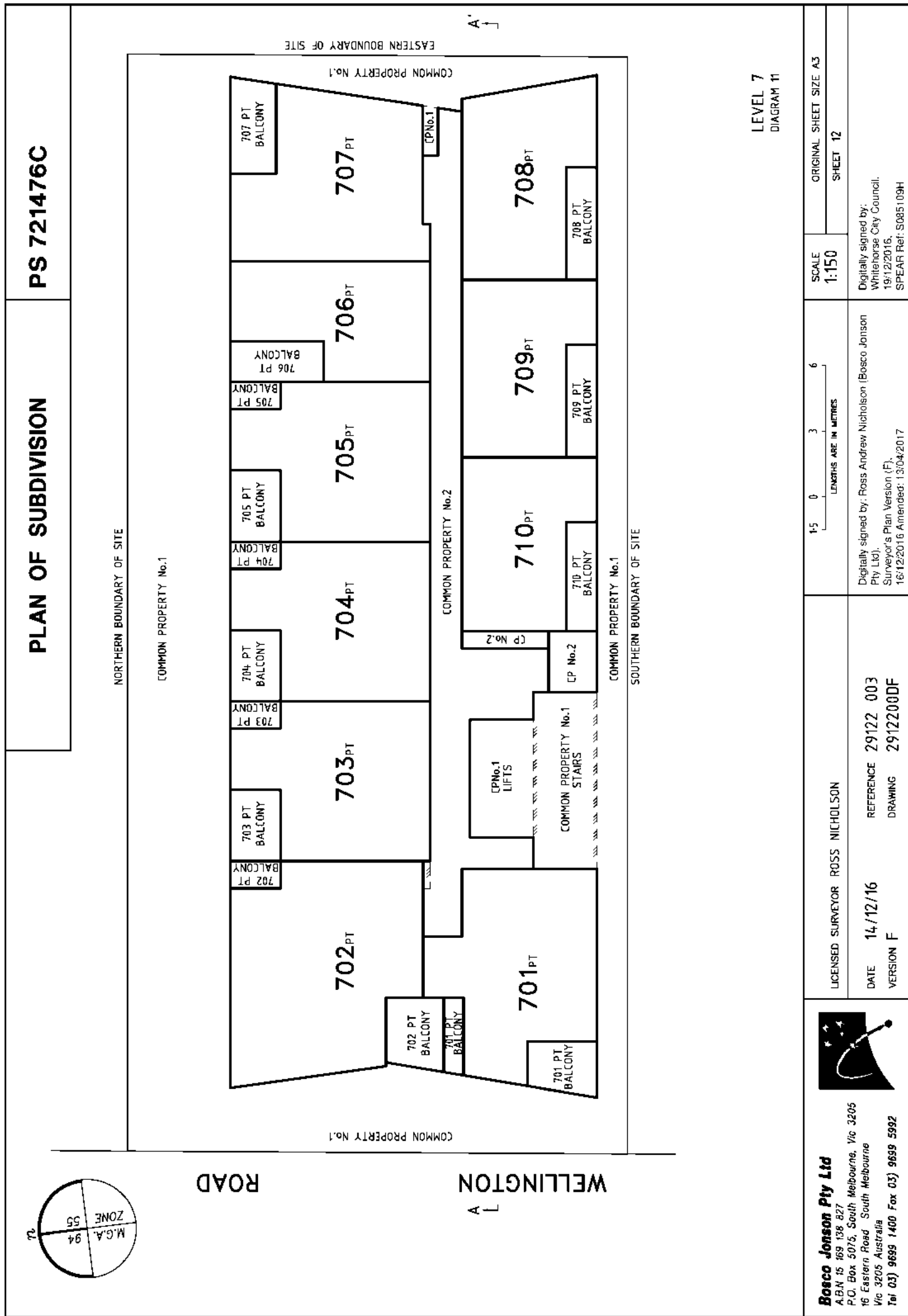
Bosco Jenson Pty Ltd
 ABN 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 46 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992

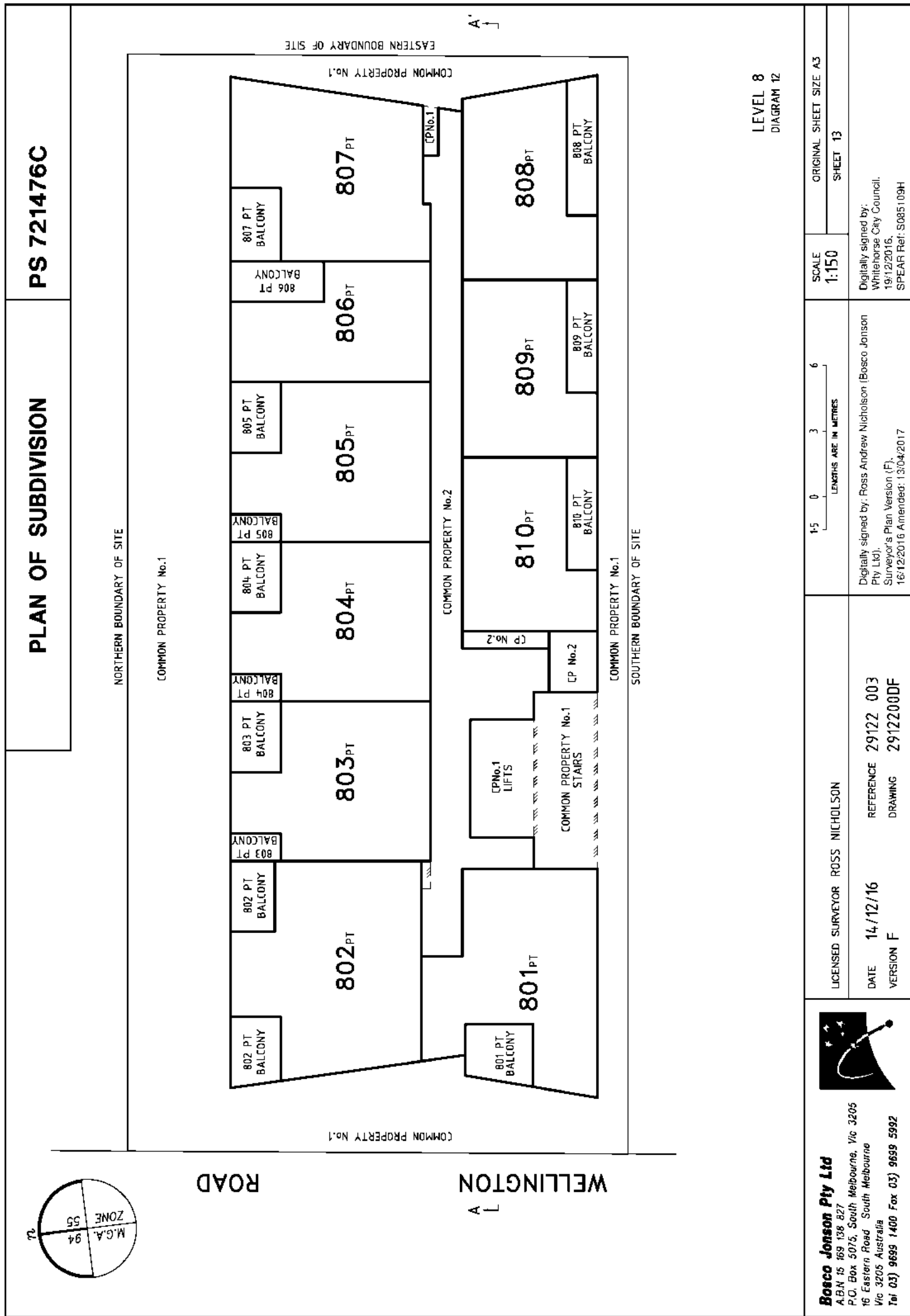
LICENSED SURVEYOR ROSS NICHOLSON

DATE	14/12/16	REFERENCE	29122 003
VERSION	F	DRAWING	2912200DF

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson
Pty Ltd).
Surveyor's Plan Version (F),
16/12/2016 Amended: 13/04/2017

SCALE 1:150	ORIGINAL SHEET SIZE A3
	SHEET 11







Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 18/01/2024 12:53:56 PM

OWNERS CORPORATION 1
PLAN NO. PS721476C

The land in PS721476C is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1R, 101 - 111, 201 - 210, 301 - 310, 401 - 410, 501 - 510, 601 - 610, 701 - 710, 801 - 810.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

5/25 PROSPECT STREET BOX HILL VIC 3128

AV778133K 28/06/2022

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. OC034529M 13/04/2017

Additional Owners Corporation Information:

OC034527R 13/04/2017

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1R	45	45
Lot 101	53	53
Lot 102	48	48
Lot 103	36	36
Lot 104	48	48



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/01/2024 12:53:56 PM

OWNERS CORPORATION 1
PLAN NO. PS721476C

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	48	48
Lot 106	48	48
Lot 107	37	37
Lot 108	49	49
Lot 109	39	39
Lot 110	35	35
Lot 111	36	36
Lot 201	53	53
Lot 202	49	49
Lot 203	34	34
Lot 204	45	45
Lot 205	45	45
Lot 206	45	45
Lot 207	35	35
Lot 208	50	50
Lot 209	37	37
Lot 210	71	71
Lot 301	52	52
Lot 302	60	60
Lot 303	45	45
Lot 304	45	45
Lot 305	45	45
Lot 306	35	35
Lot 307	48	48
Lot 308	38	38
Lot 309	35	35
Lot 310	36	36
Lot 401	50	50
Lot 402	55	55



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/01/2024 12:53:56 PM

OWNERS CORPORATION 1
PLAN NO. PS721476C

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 403	46	46
Lot 404	46	46
Lot 405	46	46
Lot 406	35	35
Lot 407	50	50
Lot 408	38	38
Lot 409	35	35
Lot 410	36	36
Lot 501	50	50
Lot 502	59	59
Lot 503	46	46
Lot 504	46	46
Lot 505	46	46
Lot 506	36	36
Lot 507	48	48
Lot 508	39	39
Lot 509	35	35
Lot 510	36	36
Lot 601	50	50
Lot 602	55	55
Lot 603	46	46
Lot 604	46	46
Lot 605	46	46
Lot 606	36	36
Lot 607	51	51
Lot 608	39	39
Lot 609	36	36
Lot 610	36	36
Lot 701	51	51



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/01/2024 12:53:56 PM

OWNERS CORPORATION 1
PLAN NO. PS721476C

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 702	60	60
Lot 703	47	47
Lot 704	47	47
Lot 705	47	47
Lot 706	36	36
Lot 707	48	48
Lot 708	39	39
Lot 709	36	36
Lot 710	37	37
Lot 801	52	52
Lot 802	57	57
Lot 803	48	48
Lot 804	48	48
Lot 805	48	48
Lot 806	37	37
Lot 807	52	52
Lot 808	40	40
Lot 809	36	36
Lot 810	37	37
Total	3647.00	3647.00

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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Produced: 18/01/2024 12:53:57 PM

OWNERS CORPORATION 2
PLAN NO. PS721476C

The land in PS721476C is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 111, 201 - 210, 301 - 310, 401 - 410, 501 - 510, 601 - 610, 701 - 710, 801 - 810.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

5/25 PROSPECT STREET BOX HILL VIC 3128

AV778133K 28/06/2022

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. OC034530D 13/04/2017

Additional Owners Corporation Information:

OC034528P 13/04/2017

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	53	53
Lot 102	48	48
Lot 103	36	36
Lot 104	48	48
Lot 105	48	48



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/01/2024 12:53:57 PM

OWNERS CORPORATION 2
PLAN NO. PS721476C

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	48	48
Lot 107	37	37
Lot 108	49	49
Lot 109	39	39
Lot 110	35	35
Lot 111	36	36
Lot 201	53	53
Lot 202	49	49
Lot 203	34	34
Lot 204	45	45
Lot 205	45	45
Lot 206	45	45
Lot 207	35	35
Lot 208	50	50
Lot 209	37	37
Lot 210	71	71
Lot 301	52	52
Lot 302	60	60
Lot 303	45	45
Lot 304	45	45
Lot 305	45	45
Lot 306	35	35
Lot 307	48	48
Lot 308	38	38
Lot 309	35	35
Lot 310	36	36
Lot 401	50	50
Lot 402	55	55
Lot 403	46	46



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/01/2024 12:53:57 PM

OWNERS CORPORATION 2
PLAN NO. PS721476C

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 404	46	46
Lot 405	46	46
Lot 406	35	35
Lot 407	50	50
Lot 408	38	38
Lot 409	35	35
Lot 410	36	36
Lot 501	50	50
Lot 502	59	59
Lot 503	46	46
Lot 504	46	46
Lot 505	46	46
Lot 506	36	36
Lot 507	48	48
Lot 508	39	39
Lot 509	35	35
Lot 510	36	36
Lot 601	50	50
Lot 602	55	55
Lot 603	46	46
Lot 604	46	46
Lot 605	46	46
Lot 606	36	36
Lot 607	51	51
Lot 608	39	39
Lot 609	36	36
Lot 610	36	36
Lot 701	51	51
Lot 702	60	60



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/01/2024 12:53:57 PM

OWNERS CORPORATION 2
PLAN NO. PS721476C

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 703	47	47
Lot 704	47	47
Lot 705	47	47
Lot 706	36	36
Lot 707	48	48
Lot 708	39	39
Lot 709	36	36
Lot 710	37	37
Lot 801	52	52
Lot 802	57	57
Lot 803	48	48
Lot 804	48	48
Lot 805	48	48
Lot 806	37	37
Lot 807	52	52
Lot 808	40	40
Lot 809	36	36
Lot 810	37	37
Total	3602.00	3602.00

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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 18 January 2024 12:59 PM

PROPERTY DETAILS

Address: **310/8 WELLINGTON ROAD BOX HILL 3128**
Lot and Plan Number: **Lot 310 PS721476**
Standard Parcel Identifier (SPI): **310\PS721476**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **276145**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 75A C3**

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: **BOX HILL**

OTHER

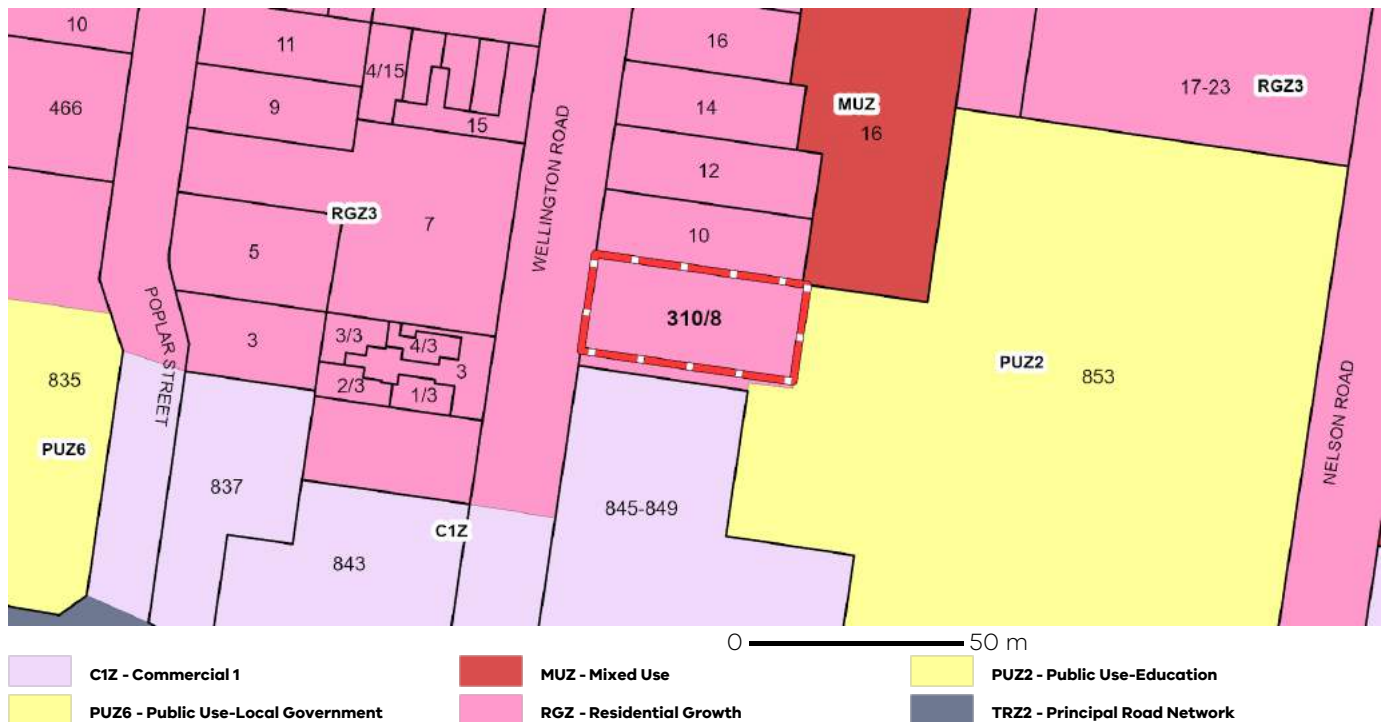
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[RESIDENTIAL GROWTH ZONE - SCHEDULE 3 \(RGZ3\)](#)



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

Copyright © - State Government of Victoria

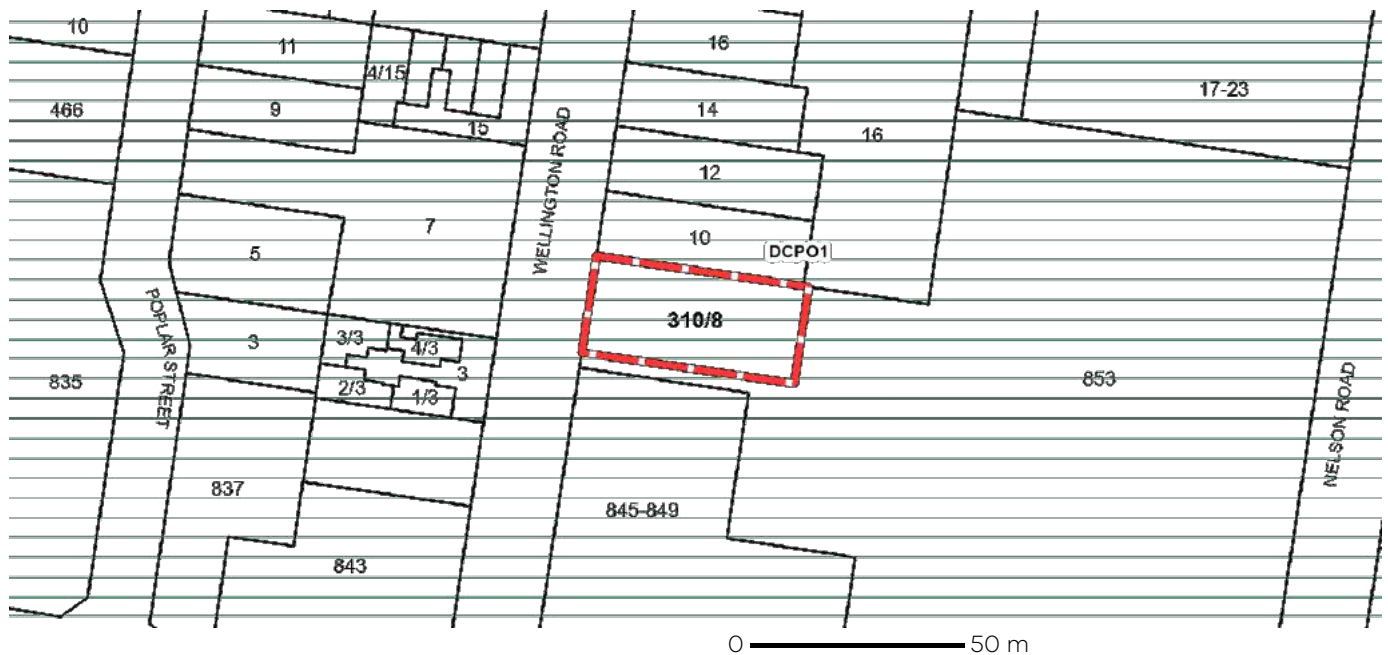
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

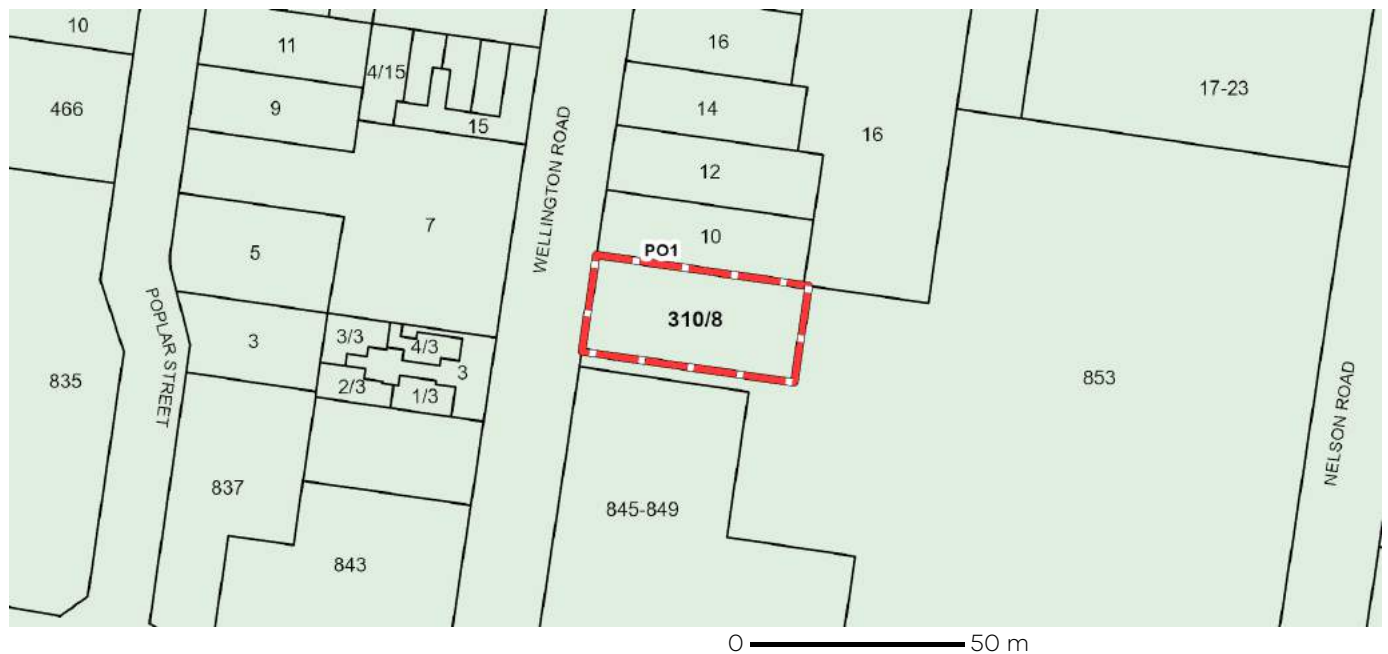


 **DCPO - Development Contributions Plan Overlay**

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

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)



 **PO - Parking Overlay**

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

Planning Overlays

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

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 \(SLO9\)](#)



SLO - Significant Landscape Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



DPO - Development Plan Overlay

EAO - Environmental Audit Overlay

SCO - Specific Controls Overlay

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

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

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Further Planning Information

Planning scheme data last updated on 7 December 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>

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](#) 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://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://environment.vic.gov.au)

PROPERTY REPORT

From www.land.vic.gov.au at 18 January 2024 12:59 PM

PROPERTY DETAILS

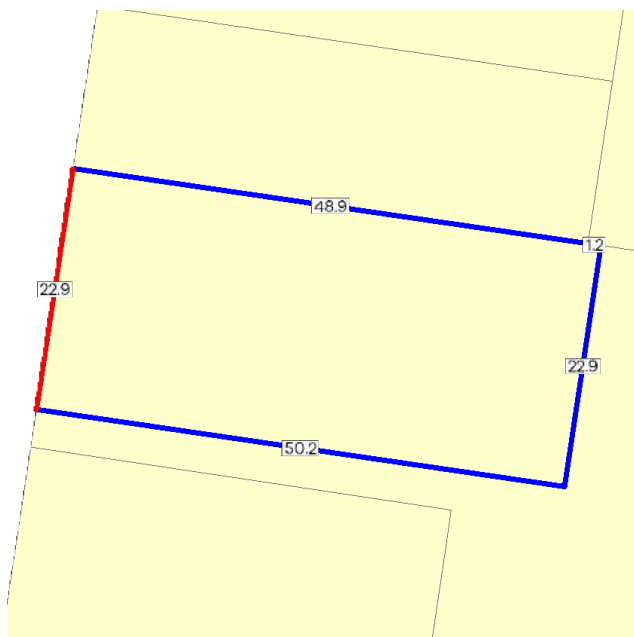
Address: **310/8 WELLINGTON ROAD BOX HILL 3128**
Lot and Plan Number: **Lot 310 PS721476**
Standard Parcel Identifier (SPI): **310\PS721476**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **276145**
Directory Reference: **Melway 75A C3**

www.whitehorse.vic.gov.au

Note: There are 83 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1147 sq. m

Perimeter: 146 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

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

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: **BOX HILL**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property



Valuation and Rate Notice

for period 1 July 2023 to 30 June 2024

Whitehorse City Council ABN: 39 549 568 822

Receive Your Rates Notice Electronically visit
<http://whitehorse.ezybill.com.au>



028-3130 (9325)

Mr R R Rojkhird and Ms B M Rao
C/- Obrien Real Estate Blackburn
98 South Parade
BLACKBURN VIC 3130

Assessment Number: 10070998 9

Property Description

310/8 Wellington Road, BOX HILL VIC 3128
Lot 310 PS 721476

Owners Name: Mr R R Rojkhird and Ms B M Rao

LAND USE CLASSIFICATION: Residential

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE

(AVPCC) AND DESCRIPTION: 125.3 - Apartment-(subdivided Multi Storey Development)

VALUATIONS AS AT 1 JANUARY 2023

OPERATIVE DATE: 1 July 2023

Site Value: \$48,000

Capital Improved Value (CIV): \$270,000

Net Annual Value: \$13,500

Details of Rates, Charges and Levies

General Rate 0.141535 cents in \$ on \$270,000 CIV	\$382.10
Fire Services Property Levy Fixed Charge	\$125.00
FSPL Variable Rate 0.0046 cents in \$ on \$270,000 CIV	\$12.40
Public Waste Service Charge	\$67.85

2023/2024

Whitehorse City Council

Tax Invoice

Date of Issue 9 August 2023

379-399 Whitehorse Road

Nunawading 3131

customer.service@whitehorse.vic.gov.au

www.whitehorse.vic.gov.au

Telephone: 9262 6333

PAYMENT OPTIONS

Arrears Due Immediately

\$0.00

Please pay any arrears PLUS one of the following payment options

Payment in full by:

15/02/2024	\$587.35
------------	----------

Four Instalments

30/09/2023	\$149.35
30/11/2023	\$146.00
28/02/2024	\$146.00
31/05/2024	\$146.00

Failure to pay the 1st Instalment and any arrears by 30 September 2023 will result in full payment being due by 15 February 2024.

Nine Instalments

By Direct Debit Only

Register via www.whitehorse.vic.gov.au/living-working/rates/your-rates before 28/08/2023

Due dates that fall on a weekend or public holiday will be due the next business day

30/09/2023	\$67.35
31/10/2023	\$65.00
30/11/2023	\$65.00
31/12/2023	\$65.00
31/01/2024	\$65.00
28/02/2024	\$65.00
31/03/2024	\$65.00
30/04/2024	\$65.00
31/05/2024	\$65.00

Payments and changes received on or after 31 July 2023 may not be included on this Notice.

Total Amount Due: \$587.35

For payment options please see back page for details

Important Information

No Internet Access? Visit one of Council's Customer Service Centres or call 9262 6333 to obtain printed copies of the following information and/or forms.

Payments When making payments, please check your banking details and if required, amend any saved reference numbers. Any payments made to historic bin reference numbers may be rejected and result in penalty interest charges. Any Direct Debit arrangements with Council are ongoing until canceled in writing by the ratepayer.

Fees for Service (Bin) Invoices will no longer be issued. Rates, Fire Services Property Levy, kerbside service, public waste and additional bin charges are itemised separately on this Rate Notice. To request changes to your bins, contact Council at www.whitehorse.vic.gov.au/waste-service-charge or call 9262 6333.

Charges for requested changes can be adjusted until 30 September 2023.

Pensioner Rebates

Ratepayers with an eligible Centrelink or DVA pensioner concession card may apply for a concession on their rates and Fire Services Property levy. For more information and to apply visit www.whitehorse.vic.gov.au/living-working/rates/pensioner-concession-rates-and-charges

Difficulties Paying Your Rates

Notify Council immediately do not delay. If you are experiencing hardship please contact Council's Rates Department at customer.service@whitehorse.vic.gov.au or call 9262 6292. For a copy of Council's Hardship Policy visit www.whitehorse.vic.gov.au/living-working/rates/your-rates

Payment Plans

Ratepayers who enter into a payment plan with Council or Council's debt recovery agent will be exempt from further penalty interest and legal fees/costs provided the terms of the payment plan are complied with. You must apply for a payment plan and it must be approved by Council (*Local Government Act 1989* s171B). Contact Council's Rates Department at customer.service@whitehorse.vic.gov.au or call 9262 6292 to check if your payment plan is registered. To apply visit www.whitehorse.vic.gov.au/living-working/rates/your-rates/rates-payment-plan-estimator

Arrears

Any arrears and interest shown on this notice may include legal fees/costs and may be the subject of a court order or may become subject of a court order. Failure to make immediate payment of arrears on this notice may result in further charges and possible legal action (*Local Government Act 1989* ss172, 172A, 180 and 180A).

Penalty

Penalty Interest of 10% may be charged on overdue amounts in accordance with s172 *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*.

Allocation of Payments

Whenever you make a payment the money is allocated in the following order as applicable:

1. Legal costs, if any;
2. Penalty Interest charges, if any;
3. Overdue rates and charges, if any;
4. Current rates and charges.

Valuations and Rate Capping

Municipal property valuations are completed annually by the Valuer General Victoria. Council's rating system is based on the Capital Improved Value (CIV). Council has complied with the Victorian Government rate cap of 3.5% and has applied this to the 2023-2024 rating year. For more information visit www.whitehorse.vic.gov.au/living-working/rates/property-valuations

Supplementary Valuations

A Supplementary Valuation and Rate Notice may be issued to reflect changes to a property. This may result in a change to the rates, charges and levies payable. Payments must be made in accordance with the original rate notice until you receive the Supplementary Valuation and Rate Notice. Penalty interest may apply to amounts not paid by the due date.

Change of Ownership and Address Details

Council must be notified in writing of any change of address, ownership, managing agent or occupancy.

Where there is a change of ownership a Notice of Acquisition must be submitted to Council within 30 days of settlement.

Privacy Statement

For further information on privacy matters call 9262 6333 or visit www.whitehorse.vic.gov.au/privacy-statement

Right of Objection to Valuations

Ratepayers have the right to object to the property valuation on several specific grounds (*Valuation of Land Act 1960* s17). Objections must be lodged on the prescribed form within two months of the date of issue on the rate notice. Payments must be made in accordance with the original rate notice until advised otherwise by Council. Visit www.whitehorse.vic.gov.au/living-working/rates/property-valuations

Right of Objection to Rates and Charges

Ratepayers have the right to appeal to the County Court on the rates and charges on specific grounds (*Local Government Act 1989* s184(2)). Objections must be lodged within 60 days of the date of issue on the rate notice.

And to VCAT for review of special rates and special charges on certain grounds (*Local Government Act 1989* s185(2)) and declaration concerning validity of Council's decision to impose a special rate or charge (*Local Government Act 1989* s185AA). Applications must be made within 30 days of the date of issue on the rate notice.

Fire Services Property Levy

The Fire Services Property Levy (FSPL) is set by the Victorian Government to fund the State Fire Services. FSPL is collected by Council and passed on in full to the State Revenue Office (SRO). For further information visit www.firelevy.vic.gov.au

State Land Tax

State Land Tax is administered by the State Revenue Office (SRO). The SRO uses the site value to calculate Land Tax (*Land Tax Act 2005*). For more information on how land tax is calculated and to lodge objections visit www.sro.vic.gov.au

Differential Rates

Council does not apply a differential rating system.

Contacting Council

Difficulty Paying	www.whitehorse.vic.gov.au/your-rates	9262 6292
Waste Service Charge	www.whitehorse.vic.gov.au/waste-service-charge	9262 6333
Customer Service	www.whitehorse.vic.gov.au/contact-us	9262 6333

Community languages

For a Translating and Interpreting Service call 131 450 and ask to be connected to Whitehorse City Council on 9262 6333.

如需语言协助，请拨打131 450联系笔译和口译服务处，要求转接白 Horse 市政府9262 6333。

Για γλωσσική βοήθεια τηλεφωνήστε στην Υπηρεσία Διερμηνέων Μεταφραστών στο 131 450 και ζητήστε να σας συνδέσουν με το Δήμο Whitehorse στο 9262 6333.

Per ricevere assistenza linguistica, chiama il Servizio di traduzione e interpretariato al numero 131 450 e chiedi di essere connesso col Comune di Whitehorse al numero 9262 6333.

Nếu cần thông dịch viên, xin quý vị gọi cho Dịch vụ Thông phiên dịch qua số 131 450 và yêu cầu họ kết nối đường dây của quý vị với Hội đồng Thành phố Whitehorse số 9262 6333.

भाषाई सहायता के लिए अनुवाद एवं दुभाषिया सेवा (Translating and Interpreting Service) को 131 450 पर फोन करें और सिटी काउंसिल से 9262 6333 पर कनेक्ट किए जाने के लिए निवेदन करें।

භාෂා සහාය සඳහා 131 450 අංකයෙන් පිවිසින්න අර්ථ පහදා දෙන සේවාව අමතා 9262 6333 අංකයෙන් Whitehorse නගර සභාව සමඟ සම්බන්ධ වීමට විමසන්න.

Deaf, Hearing or Speech Impaired – call Council through the National Relay Service 133 677 then quote 9262 6333.

Print and Braille accounts call 9262 6292.

Where Your Rates Go



Leisure and
Recreation Services



Arts and Festivals



Council Assets and
Maintenance



Community
Engagement and
Development



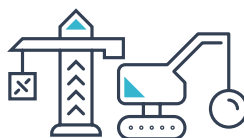
Parks, Playgrounds
and Open Spaces



Health and Family
Services



Community Safety



City Planning and
Development



Road, Footpaths
and Drains



City Services



Sustainability



Libraries

Receive Your Rate Notice Electronically

Council has two ways you can register to receive your rate notice electronically:

1. **Email Delivery** visit <https://whitehorse.ezybill.com.au>
2. **BPAY View** visit <https://bpay.com.au/bpay-for-you#receive-bills>

Payment Methods

Direct Debit



For the nine Instalment payment option Direct Debit is the only payment method offered.
For information visit www.whitehorse.vic.gov.au/your-rates#payment-options
Credit card accounts NOT accepted.

BPAY



BPAY Biller Code: 18325 Customer Reference : **0100709989**
Contact your bank or financial institution by telephone or online to make this payment from your preferred account. Quote the Biller Code and your Customer Reference number.
BPAY View – Register with your bank or financial institution to view and pay this bill using internet banking.
BPAY View registration number: **0100709989** More info www.bpay.com.au

Internet



Pay by card (MasterCard or Visa). Go to www.whitehorse.vic.gov.au/payment
Your assessment number is: **100709989**
Payments by credit card will incur a surcharge of 0.6%

Telephone



Pay by card (MasterCard or Visa) can be made by telephoning 1300 120 147
Your assessment number is: **100709989**
Payments by credit card will incur a surcharge of 0.6%

Mail



Make cheques payable to Whitehorse City Council. Mail the bottom portion of rate notice and payment to: Whitehorse City Council, PO Box 14818, Melbourne VIC 8001.
Receipts will not be issued for payments by mail. Postal delays not accepted as excuse for late payment.

Post Billpay



Present this notice intact with your payment at any Australia Post outlet within Australia.

In Person



Present this notice intact with your payment at any of Council's Services Centres

Whitehorse Civic Centre

379-399 Whitehorse Road
Nunawading 3131
Mon–Fri, 9am–5pm

Forest Hill

Level 2 (Shop 275)
Forest Hill Chase Shopping Ctr
Forest Hill 3132
Tues–Fri, 9am–1pm

Box Hill Town Hall

1022 Whitehorse Road
Box Hill 3130
Tues–Fri, 9am–1pm

EFTPOS, credit card, cheque, cash or money order are accepted.
Payments by credit card will incur a surcharge of 0.6% (no fee for debit cards).

Arrears may include amounts transferred to unpaid Fees for Service (Bin) invoices. Payments will be allocated to any outstanding Fees for Service (Bin) invoices (if any) in the first instance and could result in outstanding rates which may attract penalty interest.

© Registered to BPAY Pty Ltd ABN 69 079 137 518



*339 100709989
Payment in Full



Council use only – Payment in Full



*339 100709989
1st Instalment



Council use only – 1st Instalment

PAYMENT DUE: \$587.35 by 15 February 2024 OR \$149.35 by 30 September 2023

RATEPAYER NAME: Mr R R Rojkhird and Ms B M Rao

PROPERTY ADDRESS: 310/8 Wellington Road, BOX HILL VIC 3128

ASSESSMENT NUMBER: 10070998 9

Due Date

/ /

For CREDIT of WHITEHORSE CITY COUNCIL

Trancode User code

Customer reference number

Amount due

831

067482

000000100709989

\$

<0000058735>

<067482>

<000000100709989>

>

Your quarterly bill



Emailed to:
blackburn.rentals@obrienrealestate.com.au
MR R ROJKHIRD & MS B RAO
C/O OBRIEN REAL ESTATE
98 SOUTH PDE
BLACKBURN VIC 3130

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 14 5647 9930
Invoice number 1458 1535 79990
Issue date 28 Jul 2023
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$187.01

Due date
18 Aug 2023

Summary

UNIT 310 8 WELLINGTON RD, BOX HILL

Property Number 5110 351, PS 721476

Product/Service	Amount
Water Supply System Charge	\$20.26
Sewerage System Charge	\$115.72
Yarra Valley Water Total	\$135.98
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.70
Parks Charge	\$21.33
TOTAL (GST does not apply)	\$187.01



Important note

Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.

Payment summary

Last Account	\$159.49
Paid/Adjusted	-\$159.49
Balance	\$0.00
Total this Account	+\$187.01
Total Balance	\$187.01



How to pay



*3042 145815357999 0



Direct Debit

Sign up for Direct Debit at yvw.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **145697794**



BPAY®

Bill code: **344366**
Ref: **145 6479 9302**



Centrelink

Arrange regular deductions from your Centrelink payments. Visit yvw.com.au/paying CRN reference: **555 054 118T**



Credit card

Online: yvw.com.au/paying
Phone: **1300 362 332**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Bill code: **3042**
Ref: **1458 1535 79990**

MR R ROJKHIRD & MS B RAO

Account number	14 5647 9930
Invoice number	1458 1535 79990
Total due	\$187.01
Due date	18 Aug 2023
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.
Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.33.
*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

- **Water supply system charge**
1 July 2023 - 30 September 2023
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 July 2023 - 30 September 2023
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
 - Waterways and drainage charge**
1 July 2023 - 30 September 2023
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
 -  **Parks charge**
1 July 2023 - 30 September 2023
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J114565

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.
Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

	Enquiries	1300 304 688	For language assistance
	Faults and Emergencies	13 27 62 (24hr)	
	enquiry@yvw.com.au		العربية
	yvw.com.au		
			廣東話
	TTY Voice Calls	133 677	Ελληνικά
	Speak and Listen	1300 555 727	
			普通话
			1300 927 363
			For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 27 Oct-3 Nov 2023

16th January 2024

Dear Easy Link Settlement

Re: OWNERS CORPORATION CERTIFICATE - LOT 310, PLAN NO.1 PS721476C

In response to your request, we now attach an Owners Corporation Certificate for Lot 310 in Plan No.1 PS721476C dated 16th January 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@topocs.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Prince Wang

Company: Top Owners Corporation Solutions

Address of registered office: Suite 10, 431 Burke Road Glen Iris
Victoria 3146

16/01/2024

Date

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 16th January 2024

1. OWNERS CORPORATION DETAILS (OWNERS CORPORATION 1)

Plan Number: PS721476C

Address of Plan: 8 Wellington Road Box Hill Victoria 3128

Lot Number this statement relates to: 310

Unit Number this statement relates to: 310

Postal Address Suite 10, 431 Burke Road Glen Iris Victoria 3146

2. CERTIFICATE DETAILS

Vendor: Raghavendra Rao Rojkhird & Bhargavi Murlidhar Rao

Postal Address for Lot 310 19 Bottletree Road Point Cook VIC 3030

Purchaser:

Person requesting Certificate: Easy Link Settlement

Reference:

Address:

Fax:

E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 310 (OWNERS CORPORATION 1)

ADMINISTRATIVE FUND**

The annual administrative levy fees for Lot 310 are **2,046.76 per annum** commencing on 1 July 2023. Levies for this plan are raised over **4 periods**.

**Note that these figures are set based on the Annual Budget, set at the Annual General Meeting 2023-2024 . The annual general meeting is to be held in January 2024, and may result in changes to future amounts.

Period	Cost Centre	Amount	Due Date	Status
01/07/23 to 30/09/23	OC1	511.69	11/07/23	Issued
01/10/23 to 31/12/23	OC1	511.69	25/10/23	Issued
01/01/24 to 31/03/24	OC1	511.69	08/01/24	Issued
01/04/24 to 30/06/24	OC1	511.69	01/04/24	To be issued

Maintenance Fund

The annual maintenance levy fees for Lot 310 are **175.92 per annum** commencing on 1 July 2023. Levies for this plan are raised over **4 periods**

Period	Cost Centre	Amount	Due Date	Status
01/07/23 to 30/09/23	OC1	43.98	11/07/23	Issued
01/10/23 to 31/12/23	OC1	43.98	25/10/23	Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th January 2024

For Plan No.1 PS721476C - Lot 310

Period	Cost Centre	Amount	Due Date	Status
01/01/24 to 31/03/24	OC1	43.98	08/01/24	Issued
01/04/24 to 30/06/24	OC1	43.98	01/04/24	To be issued

4. CURRENT LEVY POSITION FOR LOT 310 (OWNERS CORPORATION 1&2)

Fund	Balance	Paid To
Administrative	\$1,581.31 DR	30 June 2023
Maintenance Fund	\$131.94 DR	30 June 2023
BALANCE	\$1,713.25 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 310.

6. OTHER CHARGES

The following charges are payable by Lot 310 for work the owners corporation has performed or is about to perform or for some other act that incurs an additional charge:

Purpose	Amount	Due Date	Date Paid (if any)
Lot 310 Level 3	55.00	28/08/23	Issued

7. FUNDS HELD BY OWNERS CORPORATION (OWNERS CORPORATION 1&2)

The owners corporation holds the following funds as at 16 January 2024:

Account / Fund	Amount
Administrative Fund	17,761.36
Maintenance Fund	27,938.13
TOTAL FUNDS HELD AS AT 16 JANUARY 2024	\$45,699.49

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0006061798
Expiry Date	16-March-2024
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	
Premium	36540.39

Cover Type

Common Area Contents	301,532.00
Damage (i.e. Building) Policy	30,153,224.00
Property, Death and Injury (Public Liability)	30,000,000.00

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th January 2024

For Plan No.1 PS721476C - Lot 310

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

- Owners Corporation Management with Top Owners Corporation Solutions
- Building Manager Services Agreement with Oz Integrated
- Essential Service Management with Oz Integrated
- Fire Alarm Monitoring Agreement with ADT
- Building Cleaning Service with CAN Wealth Group
- Origin Energy for Embedded Gas, Hot Water and Electricity Networks

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently have orders or notices served in the last 12 months that have not been satisfied: Whitehorse City Council Order: File reference 238/2020/FIRE.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Top Owners Corporation Solutions Pty Ltd
ABN / ACN:	91 627 595 108
Address of Manager:	Suite 10, 431 Burke Road Glen Iris Victoria 3146
Telephone:	1300 489 088
Facsimile:	
E-mail Address:	info@topocs.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

BPAY Payment details of Lot 310 OC1&2:

Biller Code: 96503

Reference: 20192449537937600327

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th January 2024

For Plan No.1 PS721476C - Lot 310

SIGNING

The common seal of Plan No.1 PS721476C, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Prince Wang

Company: Top Owners Corporation Solutions

Address of registered office: Suite 10, 431 Burke Road Glen Iris
Victoria 3146

16/01/2024

Date



Common Seal
of Owners Corporation

Owners Corporation Notification of Making Rules

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

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Lodged by

Name: Maddocks
Phone: 03 9258 3676
Address: Collins Square, Level 25, Tower 2, 727 Collins Street Melbourne VIC 3000
Reference: DMH:CWH:6085825
Customer Code: 1167E

Applicant: *(full name and address including postcode)*

6 – 8 Wellington Pty Ltd ACN 156 176 448 of 6 – 8 Wellington Road, Box Hill Vic 3128

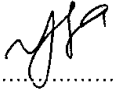
Plan No.: PS721476C

Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 24 March 2017


Maddocks
Australian Legal Practitioner under the *Legal Profession Uniform Law (Victoria)*
for the applicant

SUNITA ANIL WARRIOR
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

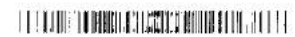
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THE BACK OF THIS FORM MUST NOT BE USED

[6085825: 18696998_1] Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



Maddocks

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**Owners Corporation Rules
The Wellington
All Lots**

Owners Corporation No. 1 on Plan of Subdivision PS721476C

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Owners Corporation Rules – The Wellington All Lots

Date / /

NOTES

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act, Regulations and the model rules prescribed under the Regulations.

1. Definitions

In these rules:

Act means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

Building Works means all design, building and construction works including the construction, erection, excavation, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

Car Park Lot means any part of a Lot designated for use as a car parking space in the Development as shown on the Plan, but excludes any Stacker Lot.

Commercial Lot means Lot 1R in the Development as shown on the Plan.

Common Property means the land and any improvements erected on 6-8 Wellington Street, Box Hill designated as common property No. 1 on the Plan.

Developer means 6-8 Wellington Pty Ltd ACN 156 176 448 or Related Body Corporate responsible for the development of the Development and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

Development means the development of The Wellington as a residential community apartments and associated facilities including the marketing and sale of Lots.

Director has the same meaning as it has in the *Fair Trading Act 1999* (Vic).

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

- (a) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or

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- (c) the exercise of a function by a Manager in respect of the Owners Corporation; or
- (d) the operation of the Owners Corporation.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Land means the whole of the land described in the Plan.

Lot means a lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Member means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests, servants, employees, agents, children and licensees.

Owners Corporation means the unlimited Owners Corporation No. 1 on the Plan.

Owners Corporation Rules means these rules for the Owners Corporation.

Plan means Plan of Subdivision No. PS721476C.

Regulations means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Rule or Rules means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Stacker Lot means a part of a Lot affected by a car park stacker.

The Wellington means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

Vendor means 6-8 Wellington Pty Ltd ACN 156 176 448 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

2. Interpretation

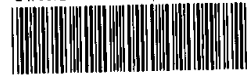
- 2.1 Unless the context otherwise requires:

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- 2.1.1 headings are for convenience only;
- 2.1.2 words imparting the singular include the plural and vice versa;
- 2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and
- 2.1.4 a reference to a thing includes part of that thing.
- 2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.
- 2.3 In these Rules:
 - 2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - 2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.
- 2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

3. Relationship with model rules

If there is any conflict between these Rules and the model rules prescribed under the Regulations, these Rules prevail.

4. Rules Subject to Rights of the Vendor

- 4.1 These Rules do not apply to and, are not enforceable against the Vendor or its mortgagees or chargees, for so long as any of the following apply:
 - 4.1.1 the Vendor and/or its equity partners (if any) is a Member or Occupier;
 - 4.1.2 any mortgagee or chargee of the Vendor has an interest in any Lot; or
 - 4.1.3 the Vendor and/or its equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.

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4.2 The Vendor and its equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

- 4.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- 4.2.2 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
- 4.2.3 exclude all and any Members 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; and
- 4.2.4 erect for sale promotional advertising or other signs as the Vendor may require on any part of the Common Property; and
- 4.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or its mortgagees or chargees think fit; and
- 4.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 4.2.7 use whatever rights of way and/or points of egress and ingress to the Development 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,

provided that the Vendor and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

4.3 The Owners Corporation must, within 7 days of being requested by the Vendor or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor or its mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor under this Rule 4.

4.4 Every Member hereby consents to and agrees to the Vendor undertaking any or all of the rights of the Vendor set out in this Rule without any prevention or hindrance of such Member.

4.5 In exercising its rights under this Rule, the Vendor must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor must only exercise its rights to the extent necessary for the genuine Development. The Vendor must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

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5. Use of a Lot

5.1 A Member must not:

- 5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;
- 5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- 5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;
- 5.1.4 obstruct or block any car parking spaces forming part of the Common Property;
- 5.1.5 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view; and
- 5.1.6 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot.

5.2 Each Member must:

- 5.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and
- 5.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

6. Pets and Animals

- 6.1 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 6.2 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property including internal court yards.
- 6.3 A Member must ensure that any animal belonging to them must be on a lead at all times when on the Common Property.

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7. Cleaning and maintenance of a Lot

- 7.1 A Member or Occupier must keep its Lot (including any garage or car park utilised by the Member or Occupier) clean and in good repair.
- 7.2 A Member or Occupier must ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members or Occupiers are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.

8. Appearance

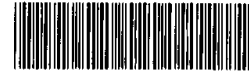
- 8.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development.
- 8.2 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.
- 8.3 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.
- 8.4 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.
- 8.5 Without limiting any other of these rules, a Member or Occupier of a Lot must not, without prior written consent of the Owners Corporation:
- 8.5.1 paint, finish or otherwise alter the external façade of the Lot;
 - 8.5.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors on the external façade of a Lot;
 - 8.5.3 attach to or hang from the external facade of the Lot any aerial or any security device or wires;
 - 8.5.4 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to the external façade of the Lot; and
 - 8.5.5 install any pipes, wiring, cables or the like to the external facade of the Lot.

9. Building Works

- 9.1 A Member must not undertake any Building Works affecting the exterior appearance of a Lot, including the removal or replacement of materials; fixing or having fixed any electrical, audio visual, or communication device or equipment without commencing any Building Works:

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- 9.1.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;
 - 9.1.2 supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic appearance of the façade of the Development;
 - 9.1.3 received written approval from the Owners Corporation to proceed with those specified Building Works;
 - 9.1.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
 - 9.1.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;
 - 9.1.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;
 - 9.1.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.
- 9.2 A Member or Occupier acknowledges that the space above the Lot and the space below the Lot is Common Property and the Member or Occupier must not carry out any Building Works on that part of the Common Property without the prior written consent of the Owners Corporation.
- 9.3 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
- 9.3.1 the Building Works are undertaking in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
 - 9.3.2 building materials are not stacked or stored in Common Property;
 - 9.3.3 scaffolding is not erected on the Common Property;
 - 9.3.4 construction work complies with all Laws of the relevant Authorities;
 - 9.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
 - 9.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;

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- 9.3.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and
- 9.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 9.4 Where a Member or Occupier commissions Building Work in accordance with Rule 9.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.
- 9.5 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

10. Garbage disposal

A Member of a Lot must:

- 10.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
- 10.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;
- 10.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and
- 10.4 ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate watertight receptacle.

11. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

- 11.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and

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- 11.2 any other service or facility provided by the Owners Corporation for the benefit of the Members.

12. Use of Common Property

A Member must not:

- 12.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
- 12.2 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 12.3 obstruct a driveway or entrance to a Lot or any other road on Wellington Road;
- 12.4 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;
- 12.5 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
- 12.6 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- 12.7 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
- 12.8 hold or allow to be held any public auction on or near the Common Property;
- 12.9 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- 12.10 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
- 12.11 must notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

13. Restrictions – Trade or Business

- 13.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use unless that Lot is a Commercial Lot without the express written consent of the Owners Corporation.

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- 13.2 If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- 13.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
 - 13.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
 - 13.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

14. Behaviour of Invitees

- 14.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).
- 14.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- 14.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 14.1 and 14.2.
- 14.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

15. Owners Corporation Fees

- 15.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations (including the cost of maintenance of any car park lifts within the Common Property) quarterly in advance according to their lot entitlement.
- 15.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 15.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

16. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition

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evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17. Complaints and Disputes

- 17.1 Any Dispute must be dealt with at first instance in accordance with this Rule 17.
- 17.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 17.
- 17.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 17.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 17.3.2 waive the requirement for the parties to meet.
- 17.4 Notwithstanding the course of action elected by the Committee under Rule 17.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 17.5 Without limiting the generality of this Rule 17.5, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 17.5.1 arrange a meeting between the parties to resolve the Dispute; or
- 17.5.2 waive the requirement for the parties to meet.
- 17.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 17.3 or 17.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

18. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

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19. Charges imposed on Members and Occupiers

- 19.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 19.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 19.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 19.4 Any payments made for the purposes of these Rules, the Act or Regulations 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.

20. Rules Subject to Rights of the Vendor and the Developer

- 20.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:
- 20.1.1 the Vendor and/or the Developer and/or their equity partners (if any) is a Member or Occupier;
 - 20.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
 - 20.1.3 the Vendor and/or the Developer and/or their equity partners (if any) are engaged in any action required to complete the Development,
- where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.
- 20.2 The Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
- 20.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
 - 20.2.2 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
 - 20.2.3 exclude all and any Members 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; and

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- 20.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
- 20.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagees or chargees think fit; and
- 20.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 20.2.7 use whatever rights of way and/or points of egress and ingress to the Development 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,

provided that the Vendor, the Developer and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 20.3 The Owners Corporation must, within 7 days of being requested by the Vendor or the Developer or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor, the Developer or their mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor and the Developer under this Rule 4.
- 20.4 Every Member hereby consents to and agrees to the Vendor and the Developer undertaking any or all of the rights of the Vendor and the Developer set out in this Rule without any prevention or hindrance of such Member.
- 20.5 In exercising its rights under this Rule, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

21. Warranties & Novation or assignment of contracts

- 21.1 The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 21.2 The Developer must and the Owners Corporation(s) must accept, assignment or novation of the contracts referred to in Rule 21.1 at the first meeting of the Owners Corporation.
- 21.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is

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unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.

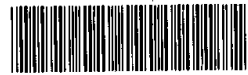
- 21.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 21.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.
- 21.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 21 relative to the lot liability on the Plan.

22. Commercial Area

- 22.1 Without limiting any other Rule, the proprietor or Occupier of a Commercial Lot used for Commercial Purposes must:
 - 22.1.1 not do or allow to be done anything on the Commercial Lot which causes a nuisance to or interferes with the enjoyment of the Member or Occupier of another Lot;
 - 22.1.2 prevent the transmission from the Commercial Lot of noise likely to disturb the peaceful enjoyment of the Member or Occupier of another Lot or other than in accordance with the Planning Permit and all laws governing those emissions;
 - 22.1.3 only operate between the hours of 7.00am to 7.00pm Monday to Sunday or as otherwise provided by the Planning Permit;
 - 22.1.4 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation(s) from time to time, and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
 - 22.1.5 avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
 - 22.1.6 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - 22.1.7 ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;
 - 22.1.8 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refused on common property except when this is the 'bin collection area' nominated by the Owners Corporation(s).

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- 22.1.9 ensure that any perishable rubbish is refrigerated and hidden from view;
- 22.1.10 wash down of bins must only be carried out within the lot, excluding car spaces;
- 22.1.11 comply with all health, noise and other regulations in carrying on the business from the Lot;
- 22.1.12 ensure that any mechanical fluing is charcoal filtered or equivalent;
- 22.1.13 ensure small utility deliveries are between 5:30am – 6:00pm Monday to Friday and 6:30am – 6:00pm Saturdays & Sundays or as otherwise provided by the Planning Permit;
- 22.1.14 ensure large deliveries are between 8:00am – 6:00pm Monday to Sunday or as otherwise provided by the Planning Permit;
- 22.1.15 not permit electronic gaming machines;
- 22.1.16 make all reasonable attempts to address/treat any odours that emanate from the Lot; and
- 22.1.17 ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved.
- 22.2 Nothing herein will prevent or prohibit any owner or Occupier of a Commercial Lot from carrying on its reasonable business operations within a Commercial Lot and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of any commercial Lot may apply for, provided that all times the proprietor or occupier of any such commercial Lot:
 - 22.2.1 operates lawfully;
 - 22.2.2 obtains each and every permit, liquor licence or other consent required; and
 - 22.2.3 operates within the terms of any such liquor licence, permit or consent.
- 22.3 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.
- 22.4 Any owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.
- 22.5 If the Occupier of a Commercial Lot is a tenant of the Vendor, Rule 9 does not apply to the Occupier.
- 22.6 The Owners Corporation(s) will not hinder access to the Commercial Lots via the main front entry except when they are required to undertake routine maintenance of these areas.

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23. Development Lease, Signage & Other Licences

23.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor:

- 23.1.1 a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the retail areas and common areas within the Development;
- 23.1.2 a lease of the courtyard on the ground floor area of the Development adjacent to Lot 1R on the Plan being part of the Common Property;
- 23.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
- 23.1.4 permission to the Vendor's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

23.2 A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule.

23.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 23.

23.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 23.

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.



**Owners
Corporation
Consultants &
Managers**



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8 Wellington Road

PLAN OF SUBDIVISION No. 721476C

Owners Corporations #1 & #2

6 – 8 Wellington Road, Box Hill Vic 3128

MINUTES OF ANNUAL GENERAL MEETINGS

held conjointly on **Thursday 20 October 2022 at 6:00pm by ZOOM**

1. Attendance, Proxies and Apologies

Name	Represented by Proxy	Lot#
Xiaowei Li		104
Mr Shichang Zhang & Mrs Fengying Sun		107
Mr Xiaoan Liao	Huang Lin-Hsuan	203
Chaohua Ye		210
Chuning Li		301
Hang Ruan		303
Lee Martin		304
Haifeng Chen		305
Mei Wan Lee		402
Shuqin Ma & Baoyin Zhang	Huang Lin-Hsuan	403
Ms Shaomei Lin		405
Wai Min Joan Loh		406
Miss Yuanyuan Liao	Huang Lin-Hsuan	410
Sock Boon Ng	Huang Lin-Hsuan	501
Lu Wang & Yingying Wang		504
Xia Li	Huang Lin-Hsuan	508
Fang Zhou	Huang Lin-Hsuan	604
Fengxia Li	Huang Lin-Hsuan	605
Wenxiao Chen & Wanwei Cao		704
Ying Wang	Graeme Ezard	710
Huang Lin-Hsuan		802
Ms Yang Mo		803
Jia Miao & Jiandong Wang		805
Limei Hu		808

Also in Attendance

Michael Jeans	from OCCM
Michelle Liu	from OCCM
Penny Johnson	from OCCM

2. Quorum

As only 24 of 82 lots were present on-line or by proxy for Owners Corporation #1, a quorum was not present. All the decisions made at the meeting will become binding 29 days after the meeting (subject to a further meeting not being called by members representing 25% of lot entitlement).

由于只有 82 户的 24 户参加这次年会，所以没有达到比例，此次会议决定为临时决议，29 天后生效。（如果有超过 25%的住户反对，可以召开会议讨论。）

As only 24 of 81 lots were present on-line or by proxy for Owners Corporation #2, a quorum was not present. All the decisions made at the meeting will become binding 29 days after the meeting (subject to a further meeting not being called by members representing 25% of lot entitlement).

由于只有 81 户的 24 户参加 OC2 的这次年会，所以没有达到比例，此次会议决定为临时决议，29 天后生效。（如果有超过 25%的住户反对，可以召开会议讨论。）

3. Chairperson for the Meeting

Members accepted that Michael Jeans of OCCM chair the Meeting.

4. Minutes of the previous Annual General Meeting

The Members RESOLVED that the Minutes of the Annual General Meeting held 18th November 2021 be confirmed as a true record of the meeting.

会议同意通过 2021 年 11 月 18 日的会议及会议记录为真实有效。

Joan Loh pointed out that the two actions from General Business in these Minutes had not been addressed and requested that the Notice Board be erected as soon as possible in the ground floor area and that a copy of the contract with the car stacker company be provided to the Committee. OCCM will act upon these items within 7 days of the meeting.

Joan 提出从去年会议记录当中有两个项目没有完成，OCCM 会在 7 天内采取行动。车库升降机的合同已经发给临时委员会委员，公布栏已经安排安装。

5. Report on Activities of the Committee

Ms Wai Min (Joan) Loh spoke to the report of activities at the 6-8 Wellington Road Box Hill that was circulated with the notice for this Annual General Meeting.

The committee has been concerned that the building defects have not been rectified and requested OCCM to advise all owners of these building issues and to hold an information meeting to explain the concerns and the next steps to achieving formal assistance. A postal ballot in July 2022 established a Special Resolution to authorize the Committee to pursue the builder for rectification of the building defects and, if necessary, take legal action against the builder, Harris HMC in the event that they refuse to honour the warranty responsibilities promptly.

The Committee has followed up with OCCM to work with the builder and to restore our building's compliance with the relevant legal requirements. The delay of the builder to comply with these requirements has resulted in a Building Order from the local council and the contracting of private contractors to address the elements of fire risk to the building and to residents' safety.

The builder inspected the property with engineers in May 2022 and has accepted that there are problems with the sealing work, but they have been very slow in a response on how they intend to rectify these defects in the building. The Committee concerned that if this problem is not rectified as soon as possible, the damages associated with these defects will deteriorate further and create significant safety risk to the residents.

During a meeting with OCCM in August, the Committee requested that OCCM include the Committee in all correspondences with the builder so that the Committee can stay informed regarding this very serious matter. The Committee would like to participate in the communication with the builder, to meet their responsibilities without the need for legal action.

Joan encouraged owners to join the Committee and contribute to the management of building matters with the Owners Corporation managers to ensure that The Wellington, maintains its value and amenity.

The Members received the tabled report.

6. The Owners Corporation Manager's Report

OCCM has observed the impact on the amenity of the building caused by two major building projects adjacent to The Wellington. The impact on residents to access the building and the state of Wellington Road where potholes multiply each day have been addressed with Council.

Owners were reminded that a ten-year builder's warranty is still valid for all Lot owners, and if any owners experience water ingress to their apartment they will need to report the defect to the builder.

An update to the Owners Corporation legislation came into effect 1 December 2021, The Wellington is now required on an annual basis to have the building financial accounts reviewed by an independent third party. OCCM currently work with a number of auditors and Willis Partners Pty Ltd, who are familiar with Owners Corporations accounting practices and Owners Corporations legislation have undertaken the review at a very competitive cost.

The Members received the tabled report.

7. Insurance Cover

The Members RESOLVED that the Insurance Cover for Building replacement of \$28,180,584 and Public Liability by CHU Insurance (Australia) Ltd until 16 March 2023 be noted and accepted. (Policy # HU0006061798).

The Members requested that the incoming Committee review the valuation and terms of the insurance policy and ensure that the property is adequately covered for replacement value.

The Chairperson reminded owners of apartments at The Wellington that they are responsible to arrange insurance cover for Public Liability and Personal Contents for their lot (including carpets, floating wood floors, curtains and light fittings).

8. Financial Accounts for the Year to 30 June 2022

- 8.1 The Members of OC1 RESOLVED that the Financial Accounts for the year ended 30 June 2022 that report a Deficit in Members Funds in OC1 of **\$22,976.26** be accepted. This value is comprised of a deficit of **\$36,097.65** in the Administration Fund and \$13,121.39 in the Maintenance Fund.
- 8.2 The Members of OC1 RESOLVED that a **Deficit Funding Levy** of **\$23,000** plus GST be raised for the Administration Fund of OC1. This will be due on the 1 January 2023.
- 8.3 The Members of OC2 RESOLVED that the Financial Accounts for the year ended 30 June 2022 that report a deficit of **\$4,370.74** in the Administration Fund be accepted.
- 8.4 The Members of OC2 RESOLVED that a **Deficit Funding Levy** of **\$4,500** plus GST be raised for the Administration Fund of OC1. This will be due on the 1 January 2023.

9. Budgets for the Year to 30 June 2023

- 9.1 The Members of OC1 RESOLVED to accept the budget presented for the Administration Fund for the year to 30 June 2023 that set fees at **\$188,500** plus GST.
- 9.2 The Members of OC1 RESOLVED to collect **\$16,200** plus GST to the Maintenance Fund in the year to 30 June 2023.
- 9.3 The Members of OC2 RESOLVED to accept the budget presented for the year to 30 June 2023 for the Administration Fund and set fees at **\$35,000** plus GST

Adjustment Levies

In order to collect the full budgeted contributions a special funding levy will be raised for the difference in the fees already invoiced for July to December and that budget.

- 9.4 For OC1 Administration Fund a one-off adjustment of \$6,500 plus GST will be due on the 1 January 2023
- 9.5 For OC2 Administration Fund a one-off adjustment of \$2,500 plus GST will be due on the 1 January 2023

10. Penalty Interest

The Members resolved:

- a) That the Owners Corporation will charge interest on fees in arrears greater than 30 days, at the interest rate payable under the Penalty Interest Rate Act 1983.
- b) That the Owners Corporation Manager be delegated the power to waive interest outstanding on any case up to the equivalent of 30 days interest.

11. Delegation of Powers of Management

The Members of OC2 RESOLVED to delegate the management of their Owners Corporation to the Committee of Owners Corporation #1.

12. Committee Election

The Members of OC1 RESOLVED to elect a committee of 8 Members.

The following members were elected a Members of the Committee until the next General meeting of the Owners Corporation.

Xiaowei Li	104
Lee Martin	304
Haifeng Chen	305
Wai Min Joan Loh	406
Ying Wang	710
Huang Lin-Hsuan	802
Ms Yang Mo	803
Limei Hu	808

The Committee will elect a Chairperson & Secretary at the first Committee Meeting to be convened at the end of November 2022.

13. Delegation of Powers & Functions to the Committee

The Members of OC1 resolved to delegate to the Members of the Committee, all of its powers and functions that may be delegated under s.11 of the Owners Corporations Act 2006 except for the Power or Function that requires a unanimous resolution, a special resolution, or a resolution at a general meeting.

A resolution by the Committee that is made in respect to any matter for which the powers have been delegated to it has the effect of a resolution made on behalf of the Owner's Corporation. Such resolutions include, but are not limited to, the power to pass a resolution to affix the common seal.

14. General Business

- Members wish to ask the Committee to act upon the following issues:
 - The review of insurance cover for the building
 - The slow progress of rectifying building issues, especially on the building defects which have been known to the builder since 2016.
 - A review of the procurement process for building services. Scopes of Works, Frequency and Cost.
 - Reoccurrence and lack of resolution on common property issues including but not limited to persistent illegal parking in common areas, parking stacker malfunctions, basement flooding, and unmaintained weed growth and subsequent pest issues related to the garden bed on level 1.
 - The clarity of common area property which has led to the failure of proper care for common area property as defined in the property title. Such as the maintenance of garden beds on level 1.

15. Closure

There being no further business, Michael thanked the Members for their contributions and closed the meeting at 7.36pm.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006061798
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	16/03/2023 to 16/03/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 721476
Situation	6-8 WELLINGTON ROAD BOX HILL VIC 3128

Policies Selected

Policy 1 – Insured Property

Building: \$30,153,224
Common Area Contents: \$301,532
Loss of Rent & Temporary Accommodation (total payable): \$4,522,983

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$4,522,983
Extended Cover - Loss of Rent & Temporary Accommodation: \$678,447
Escalation in Cost of Temporary Accommodation: \$226,149
Cost of Removal, Storage and Evacuation: \$226,149



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

16/03/2023

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.



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

Monday, 8 January 2024

Our Reference: 238/2020/FIRE
Email: customer.service@whitehorse.vic.gov.au

Owners Corporation 1 & 2 - Plan No PS 721476C
Occ Management Pty Ltd
Level 1
820-824 Whitehorse Road
BOX HILL VIC 3128

Dear Sir/Madam

Property: 8 Wellington Road, BOX HILL VIC 3128

A review of Council's Building Enforcement files has identified this matter being non compliant Essential Safety Measures remains outstanding.

The final items outstanding to finalise this matter, using the numbering sequence from the Building Order are:

5. Undertake faultless 3 monthly and 6 monthly maintenance of all fire doors (which are also path of travel doors) within the building in accordance with Australian Standard 1851 and provide a copy of the maintenance report and fire door register to the satisfaction of the Municipal Building Surveyor; and

03/05/2023 – Following our most recent inspection Council is of the understanding that remedial and repair works are still underway to all fire doors. Please provide a faultless maintenance of all fire doors including door register. It is noted that door stops have been removed, however damage to the bin fire door remains and there is various signage required to be installed

10. Undertake works to fill fire door frames bound by masonry/concrete construction to the fire isolated stairs, fire pump room and other fire rated construction with concrete or grout in contravention to Australian Standard 1905.1 and Part C of the Building Code of Australia, and provide a copy of the repair report to the satisfaction of the Municipal Building Surveyor; and

03/05/2023 – Following our most recent inspection Council is aware that remedial and repair works have been undertaken to fire doors to fill fire door frames, however we have yet to receive acceptable documentation (fire door certification) certifying these doors now comply with Australian Standard 1905.1 as a result of the repair and remedial works done including door register.

21. Undertake works to seal all penetrations in fire rated construction throughout the building to prevent the passage of fire in accordance with Part C of the Building Code of Australia and provide a copy of the maintenance report to the satisfaction of the Municipal Building Surveyor.



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www.whitehorse.vic.gov.au

03/05/2023 – Following our most recent inspection Council is aware that remedial works have been completed for some penetrations through the installation of fire rated collars or construction, however during our inspection deficiencies still remain and require further action including however not limited to service risers, water tank room, occupier storage cages room, bin room, fire pump room and the alike. Please have these works completed and provide the requested maintenance report.

Council's Compliance Officer is proposing to conduct a further inspection of the site on

The morning of Tuesday, 5 March 2024

It would be appreciated if access to the property could be made available at this time.

If you have any enquiries or wish to discuss this matter, please do not hesitate to contact Building Enforcement on the above email address.

Yours faithfully

Jeff Fletcher
Building Unit
Whitehorse City Council

Via email:
Incoming OC manager –
Top Owners Corporation Solutions –
Tim Johnson - timj@topocs.com.au & info@topocs.com.au

16th January 2024

Dear Easy Link Settlement

Re: OWNERS CORPORATION CERTIFICATE - LOT 310, PLAN NO.2 PS721476C

In response to your request, we now attach an Owners Corporation Certificate for Lot 310 in Plan No.2 PS721476C dated 16th January 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@topocs.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Prince Wang

Company: Top Owners Corporation Solutions

Address of registered office: Suite 10, 431 Burke Road Glen Iris
Victoria 3146

16/01/2024

Date

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 16th January 2024

1. OWNERS CORPORATION DETAILS (OWNERS CORPORATION 2)

Plan Number: PS721476C

Address of Plan: 8 Wellington Road Box Hill Victoria 3128

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address Suite 10, 431 Burke Road Glen Iris Victoria 3146

2. CERTIFICATE DETAILS

Vendor: Raghavendra Rao Rojkhird & Bhargavi Murlidhar Rao

Postal Address for Lot 310 19 Bottletree Road Point Cook VIC 3030

Purchaser:

Person requesting Certificate: Easy Link Settlement

Reference:

Address:

Fax:

E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 310 (OWNERS CORPORATION 2)

ADMINISTRATIVE FUND**

The annual administrative levy fees for Lot 310 are **384.80 per annum** commencing on 1 July 2023. Levies for this plan are raised over **4 periods**.

****Note that these figures are set based on the Annual Budget, set at the Annual General Meeting 2023-2024 . The annual general meeting is to be held in January 2024, and may result in changes to future amounts.**

Period	Cost Centre	Amount	Due Date	Status
01/07/23 to 30/09/23	OC2	96.20	11/07/23	Issued
01/10/23 to 31/12/23	OC2	96.20	25/10/23	Issued
01/01/24 to 31/03/24	OC2	96.20	08/01/24	Issued
01/04/24 to 30/06/24	OC2	96.20	01/04/24	To be issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 310 - Owners Corporation 2.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th January 2024

For Plan No.2 PS721476C - Lot 310

4. CURRENT LEVY POSITION FOR LOT 310 (OWNERS CORPORATION 1&2)

Fund	Balance	Paid To
Administrative	\$1,581.31 DR	30 June 2023
Maintenance Fund	\$131.94 DR	30 June 2023
BALANCE	\$1,713.25 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 310.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 310 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION (OWNERS CORPORATION 1&2)

The owners corporation holds the following funds as at 16 January 2024:

Account / Fund	Amount
Administrative Fund	17,761.36
Maintenance Fund	27,938.13
TOTAL FUNDS HELD AS AT 16 JANUARY 2024	\$45,699.49

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0006061798
Expiry Date	16-March-2024
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	
Premium	36540.39

Cover Type

Common Area Contents	301,532.00
Damage (i.e. Building) Policy	30,153,224.00
Property, Death and Injury (Public Liability)	30,000,000.00

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th January 2024

For Plan No.2 PS721476C - Lot 310

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

- Owners Corporation Management with Top Owners Corporation Solutions
- Building Manager Services Agreement with Oz Integrated
- Essential Service Management with Oz Integrated
- Fire Alarm Monitoring Agreement with ADT
- Building Cleaning Service with CAN Wealth Group
- Origin Energy for Embedded Gas, Hot Water and Electricity Networks

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently have orders or notices served in the last 12 months that have not been satisfied: Whitehorse City Council Order: File reference 238/2020/FIRE.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Top Owners Corporation Solutions Pty Ltd
ABN / ACN:	91 627 595 108
Address of Manager:	Suite 10, 431 Burke Road Glen Iris Victoria 3146
Telephone:	1300 489 088
Facsimile:	
E-mail Address:	info@topocs.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

BPAY Payment details of Lot 310 OC1&2:

Biller Code: 96503

Reference: 20192449537937600327

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th January 2024

For Plan No.2 PS721476C - Lot 310

SIGNING

The common seal of Plan No.2 PS721476C, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Prince Wang

Company: Top Owners Corporation Solutions

Address of registered office: Suite 10, 431 Burke Road Glen Iris
Victoria 3146

16/01/2024

Date



Common Seal
of Owners Corporation

Owners Corporation Notification of Making Rules

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

OC034530D



Lodged by

Name: Maddocks
Phone: 03 9258 3676
Address: Collins Square, Level 25, Tower 2, 727 Collins Street Melbourne VIC 3000
Reference: DMH:CWH:6085825
Customer Code: 1167E

Applicant: *(full name and address including postcode)*

6 – 8 Wellington Pty Ltd ACN 156 176 448 of 6 – 8 Wellington Road, Box Hill Vic 3128

Plan No.: PS721476C

Owners Corporation No.: 2

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 24 march 2017


Maddocks
Australian Legal Practitioner under the *Legal Profession Uniform Law (Victoria)*
for the applicant

SUNITA ANIL WARRIOR
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

30800812A

OC5

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

[6085825: 18696998_1]Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

[illegible]

Maddocks

OC034530D

24/03/2017 \$46.30 OCR



Date / /20

Owners Corporation Rules The Wellington Residential Lots only

Owners Corporation No. 2 on Plan of Subdivision PS721476C

OC034530D

24/03/2017

\$46.30 OCR



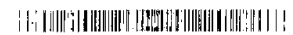
Maddocks

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Maddocks

Owners Corporation Rules – The Wellington Residential Lots

Date / /

NOTES

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act, Regulations, and the Owners Corporation No. 1 Rules.

1. Definitions

In these rules:

Act means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

Building Works means all design, building and construction works including the construction, erection, excavation, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

Common Property means the land and any improvements erected on 6-8 Wellington Street, Box Hill designated as common property No. 2 on the Plan.

Developer means 6-8 Wellington Pty Ltd ACN 156 176 448 or Related Body Corporate responsible for the development of the Development and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

Development means the development of The Wellington as a residential community apartments and associated facilities including the marketing and sale of Lots.

Director has the same meaning as it has in the *Fair Trading Act 1999* (Vic).

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

- (a) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation; or
- (d) the operation of the Owners Corporation.

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Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Land means the whole of the land described in the Plan.

Lot means a lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Member means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests, servants, employees, agents, children and licensees.

Owners Corporation means the unlimited Owners Corporation No. 2 on the Plan.

Owners Corporation No. 1 Rules means the Rules for the unlimited Owners Corporation on the Plan of which the Owners Corporation forms part.

Owners Corporation Rules means the rules for the Owners Corporation.

Plan means Plan of Subdivision No. PS721476C.

Regulations means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Rule or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Stacker Lot means a part of a Lot affected by a car park stacker.

Storage Lot means a part of a Lot to be used as storage.

The Wellington means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

Vendor means 6-8 Wellington Pty Ltd ACN 156 176 448 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

2. Interpretation

2.1 Unless the context otherwise requires:

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- 2.1.1 headings are for convenience only;
- 2.1.2 words imparting the singular include the plural and vice versa;
- 2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and
- 2.1.4 a reference to a thing includes part of that thing.
- 2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.
- 2.3 In these Rules:
 - 2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - 2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.
- 2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

3. Relationship with Owners Corporation No. 1 Rules

If there is any conflict between these Rules and the Owners Corporation No. 1 Rules, the Owners Corporation No. 1 Rules prevail.

4. Rules Subject to Rights of the Vendor

- 4.1 These Rules do not apply to and, are not enforceable against the Vendor or its mortgagees or chargees, for so long as any of the following apply:
 - 4.1.1 the Vendor and/or its equity partners (if any) is a Member or Occupier;
 - 4.1.2 any mortgagee or chargee of the Vendor has an interest in any Lot; or
 - 4.1.3 the Vendor and/or its equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.

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- 4.2 The Vendor and its equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
- 4.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
 - 4.2.2 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
 - 4.2.3 exclude all and any Members 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; and
 - 4.2.4 erect for sale promotional advertising or other signs as the Vendor may require on any part of the Common Property; and
 - 4.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or its mortgagees or chargees think fit; and
 - 4.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - 4.2.7 use whatever rights of way and/or points of egress and ingress to the Development 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,
- provided that the Vendor and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- 4.3 The Owners Corporation must, within 7 days of being requested by the Vendor or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor or its mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor under this Rule 4.
- 4.4 Every Member hereby consents to and agrees to the Vendor undertaking any or all of the rights of the Vendor set out in this Rule without any prevention or hindrance of such Member.
- 4.5 In exercising its rights under this Rule, the Vendor must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor must only exercise its rights to the extent necessary for the genuine Development. The Vendor must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

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5. Use of a Lot

5.1 A Member must not:

- 5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;
- 5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- 5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;
- 5.1.4 obstruct or block any car parking spaces forming part of the Common Property;
- 5.1.5 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view;
- 5.1.6 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot; and
- 5.1.7 use or permit their Lot or any part of the Common Property to be used for any trade or business.

5.2 Each Member must:

- 5.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and
- 5.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

6. Pets and Animals

- 6.1 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 6.2 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property including internal court yards.
- 6.3 A Member must ensure that any animal belonging to them must be on a lead at all times when on the Common Property.

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7. Cleaning and maintenance of a Lot

- 7.1 A Member or Occupier must keep its Lot (including any garage or car park utilised by the Member or Occupier) clean and in good repair.
- 7.2 A Member or Occupier must ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members or Occupiers are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.

8. Appearance

- 8.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development.
- 8.2 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.
- 8.3 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.
- 8.4 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.
- 8.5 Without limiting any other of these rules, a Member or Occupier of a Lot must not, without prior written consent of the Owners Corporation:
- 8.5.1 paint, finish or otherwise alter the external façade of the Lot;
 - 8.5.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors on the external façade of a Lot;
 - 8.5.3 attach to or hang from the external facade of the Lot any aerial or any security device or wires;
 - 8.5.4 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to the external façade of the Lot; and
 - 8.5.5 install any pipes, wiring, cables or the like to the external facade of the Lot.

9. Building Works

- 9.1 A Member must not undertake any Building Works affecting the exterior appearance of a Lot, including the removal or replacement of materials, fixing or having fixed any electrical, audio visual, or communication device or equipment without commencing any Building Works:

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- 9.1.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;
- 9.1.2 supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic appearance of the façade of the Development;
- 9.1.3 received written approval from the Owners Corporation to proceed with those specified Building Works;
- 9.1.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
- 9.1.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;
- 9.1.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;
- 9.1.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.
- 9.2 A Member or Occupier acknowledges that the space above the Lot and the space below the Lot is Common Property and the Member or Occupier must not carry out any Building Works on that part of the Common Property without the prior written consent of the Owners Corporation.
- 9.3 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
 - 9.3.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
 - 9.3.2 building materials are not stacked or stored in Common Property;
 - 9.3.3 scaffolding is not erected on the Common Property;
 - 9.3.4 construction work complies with all Laws of the relevant Authorities;
 - 9.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
 - 9.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;

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- 9.3.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and
- 9.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 9.4 Where a Member or Occupier commissions Building Work in accordance with Rule 9.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.
- 9.5 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

10. Garbage disposal

A Member of a Lot must:

- 10.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
- 10.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage; and
- 10.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage.

11. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

- 11.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and
- 11.2 any other service or facility provided by the Owners Corporation for the benefit of the Members.

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12. Use of Common Property

A Member must not:

- 12.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
- 12.2 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 12.3 obstruct a driveway or entrance to a Lot or any other road on Wellington Road;
- 12.4 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;
- 12.5 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
- 12.6 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- 12.7 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
- 12.8 hold or allow to be held any public auction on or near the Common Property;
- 12.9 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- 12.10 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
- 12.11 must notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

13. Behaviour of Invitees

- 13.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).
- 13.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

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- 13.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 13.1 and 13.2.
- 13.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

14. Owners Corporation Fees

- 14.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations (including the cost of maintenance of any car park lifts within the Common Property) quarterly in advance according to their lot entitlement.
- 14.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 14.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

15. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. Complaints and Disputes

- 16.1 Any Dispute must be dealt with at first instance in accordance with this Rule 16.
- 16.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 16.
- 16.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 16.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 16.3.2 waive the requirement for the parties to meet.
- 16.4 Notwithstanding the course of action elected by the Committee under Rule 16.3, the parties must consult with one another in good faith and use their best endeavours to resolve the

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Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

- 16.5 Without limiting the generality of this Rule 16.5, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 16.5.1 arrange a meeting between the parties to resolve the Dispute; or
 - 16.5.2 waive the requirement for the parties to meet.
- 16.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 16.3 or 16.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

17. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

18. Charges imposed on Members and Occupiers

- 18.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 18.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 18.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 18.4 Any payments made for the purposes of these Rules, the Act or Regulations 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.

19. Rules Subject to Rights of the Vendor and the Developer

- 19.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

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- 19.1.1 the Vendor and/or the Developer and/or their equity partners (if any) is a Member or Occupier;
- 19.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
- 19.1.3 the Vendor and/or the Developer and/or their equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.

- 19.2 The Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

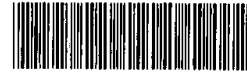
- 19.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- 19.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- 19.2.3 exclude all and any Members 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; and
- 19.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
- 19.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagees or chargees think fit; and
- 19.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 19.2.7 use whatever rights of way and/or points of egress and ingress to the Development 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,

provided that the Vendor, the Developer and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 19.3 The Owners Corporation must, within 7 days of being requested by the Vendor or the Developer or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor, the Developer or their mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor and the Developer under this Rule 4.

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- 19.4 Every Member hereby consents to and agrees to the Vendor and the Developer undertaking any or all of the rights of the Vendor and the Developer set out in this Rule without any prevention or hindrance of such Member.
- 19.5 In exercising its rights under this Rule, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

20. Warranties & Novation or assignment of contracts

- 20.1 The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 20.2 The Developer must and the Owners Corporation(s) must accept, assignment or novation of the contracts referred to in Rule 20.1 at the first meeting of the Owners Corporation.
- 20.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 20.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 20.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.
- 20.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 20 relative to the lot liability on the Plan.

21. Stacker Lots and Stackers

21.1 Stacker Lots

A Member or Occupier must not:

- 21.1.1 use a Stacker Lot or any car stacker for any purpose other the purpose for which it is designed, without the prior written consent of the Owners Corporation;

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- 21.1.2 assign, sub-let or grant any licence to any person a Stacker Lot without the prior written consent of the Owners Corporation;
- 21.1.3 obstruct or block any Stacker Lot or the use or operation of any car stacker forming part of the Common Property.

21.2 Car Stackers

21.2.1 Owners Corporation Obligations

- (a) The Members acknowledge that the Owners Corporation owns the car stackers in the Development.
- (b) The Owners Corporation will:
 - (i) procure the maintenance, repair and replacement of all car stackers for all Members that own a Stacker Lot and ensure there is suitable insurance for the car stackers including insuring the car stackers against damage and destruction;
 - (ii) do all things reasonably required to ensure that all car stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement; and
 - (iii) replace a car stacker when the Owners Corporation decides the car stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.

21.2.2 Member Obligations

- (a) A Member that owns a Stacker Lot must:
 - (i) ensure that any vehicle is removed from the car stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the car stacker;
 - (ii) not use a Stacker Lot when the Owners Corporation determines that the car stacker must be maintained, repaired or replaced; and
 - (iii) permit access to the Stacker Lot for such works to be carried out.
- (b) A Member must not make any claim against the Owners Corporation for:
 - (i) any loss or cost due to the Member's failure to observe rule 21.2.2(a); or
 - (ii) the failure of the car stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- (c) Each Member must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a car stacker caused by the Member,

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- the Occupier and any third party to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.
- (d) Each Member that owns a Stacker Lot must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:
 - (i) costs incurred by the Owners Corporation under Rules 21.2.1(b)(i), 21.2.1(b)(ii) and 21.2.1(b)(iii) inclusive;
 - (ii) all operational costs required to operate the car stackers;
 - (iii) a contribution to a sinking fund for the eventual replacement of the car stackers at the end of their economic or practical life;
 - (iv) a management fee as determined by the Owners Corporation (but not to exceed 15% of the amounts in Rules 21.2.2(d)(i), 21.2.2(d)(ii) and 21.2.2(d)(iii) above; and
 - (v) any goods and services tax on the above amounts.
 - (e) Each Member that owns a Stacker Lot must pay the amount in Rule 21.2.2(d) even if the Member does not use the Stacker Lot.
 - (f) The Members acknowledge and agree that the Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable and must not challenge such calculation.
 - (g) Each Member that owns a Stacker Lot must not and ensure that each Occupier does not:
 - (i) use the Stacker Lot for the parking of vehicles which do not meet the car stacker manufacturer's specifications, the requirements of the Owners Corporation and any rules of use imposed by the Owners Corporation from time to time;
 - (ii) allow or permit any person to use the car stacker who is not an owner or Occupier of the Member's Lot;
 - (iii) allow or permit any person to use the car stacker if they have not undertaken an induction and training course on the car stacker's use, if so required by the Owners Corporation;
 - (iv) fail to provide particulars to the Owners Corporation of the Member's or Occupier's vehicle and contact details using the car stacker including registration number and advise the Owners Corporation of any change;
 - (v) damage or misuse the car stacker;
 - (vi) use, or allow a car stacker to be used for parking of a vehicle unless it is owned or used by the Member or an Occupier of a Stacker Lot;
 - (vii) fail to comply with any rules, requirements or directions about any security device which activates or operates the car stacker;

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- (viii) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the car stacker to operate; nor
- (ix) delegate, assign or sublet any of its rights under this Rule to anyone other than the Member or Occupier of a Stacker Lot.

22. Storage Lots

A Member or Occupier must not:

- 22.1.1 use a Storage Lot for any purpose other than the purpose for which it is designed, without the prior written consent of the Owners Corporation;
- 22.1.2 assign, sub-let or grant any licence to any person a Storage Lot without the prior written consent of the Owners Corporation;
- 22.1.3 store any:
 - (a) inflammable, explosive or dangerous substances or offensive items; or
 - (b) heavy objects or anything likely to damage the Common Property or the Development,in the Storage Lot.

23. Development Lease, Signage & Other Licences

- 23.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor:
 - 23.1.1 a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the retail areas and common areas within the Development;
 - 23.1.2 a lease of the courtyard on the ground floor area of the Development adjacent to Lot 1R on the Plan being part of common property no. 1 on the Plan;
 - 23.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
 - 23.1.4 permission to the Vendor's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
- 23.2 A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule.

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- 23.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 23.
- 23.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 23.

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.



**Owners
Corporation
Consultants &
Managers**



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8 Wellington Road

PLAN OF SUBDIVISION No. 721476C

Owners Corporations #1 & #2

6 – 8 Wellington Road, Box Hill Vic 3128

MINUTES OF ANNUAL GENERAL MEETINGS

held conjointly on **Thursday 20 October 2022 at 6:00pm by ZOOM**

1. Attendance, Proxies and Apologies

Name	Represented by Proxy	Lot#
Xiaowei Li		104
Mr Shichang Zhang & Mrs Fengying Sun		107
Mr Xiaoan Liao	Huang Lin-Hsuan	203
Chaohua Ye		210
Chuning Li		301
Hang Ruan		303
Lee Martin		304
Haifeng Chen		305
Mei Wan Lee		402
Shuqin Ma & Baoyin Zhang	Huang Lin-Hsuan	403
Ms Shaomei Lin		405
Wai Min Joan Loh		406
Miss Yuanyuan Liao	Huang Lin-Hsuan	410
Sock Boon Ng	Huang Lin-Hsuan	501
Lu Wang & Yingying Wang		504
Xia Li	Huang Lin-Hsuan	508
Fang Zhou	Huang Lin-Hsuan	604
Fengxia Li	Huang Lin-Hsuan	605
Wenxiao Chen & Wanwei Cao		704
Ying Wang	Graeme Ezard	710
Huang Lin-Hsuan		802
Ms Yang Mo		803
Jia Miao & Jiandong Wang		805
Limei Hu		808

Also in Attendance

Michael Jeans	from OCCM
Michelle Liu	from OCCM
Penny Johnson	from OCCM

2. Quorum

As only 24 of 82 lots were present on-line or by proxy for Owners Corporation #1, a quorum was not present. All the decisions made at the meeting will become binding 29 days after the meeting (subject to a further meeting not being called by members representing 25% of lot entitlement).

由于只有 82 户的 24 户参加这次年会，所以没有达到比例，此次会议决定为临时决议，29 天后生效。（如果有超过 25%的住户反对，可以召开会议讨论。）

As only 24 of 81 lots were present on-line or by proxy for Owners Corporation #2, a quorum was not present. All the decisions made at the meeting will become binding 29 days after the meeting (subject to a further meeting not being called by members representing 25% of lot entitlement).

由于只有 81 户的 24 户参加 OC2 的这次年会，所以没有达到比例，此次会议决定为临时决议，29 天后生效。（如果有超过 25%的住户反对，可以召开会议讨论。）

3. Chairperson for the Meeting

Members accepted that Michael Jeans of OCCM chair the Meeting.

4. Minutes of the previous Annual General Meeting

The Members RESOLVED that the Minutes of the Annual General Meeting held 18th November 2021 be confirmed as a true record of the meeting.

会议同意通过 2021 年 11 月 18 日的会议及会议记录为真实有效。

Joan Loh pointed out that the two actions from General Business in these Minutes had not been addressed and requested that the Notice Board be erected as soon as possible in the ground floor area and that a copy of the contract with the car stacker company be provided to the Committee. OCCM will act upon these items within 7 days of the meeting.

Joan 提出从去年会议记录当中有两个项目没有完成，OCCM 会在 7 天内采取行动。车库升降机的合同已经发给临时委员会委员，公布栏已经安排安装。

5. Report on Activities of the Committee

Ms Wai Min (Joan) Loh spoke to the report of activities at the 6-8 Wellington Road Box Hill that was circulated with the notice for this Annual General Meeting.

The committee has been concerned that the building defects have not been rectified and requested OCCM to advise all owners of these building issues and to hold an information meeting to explain the concerns and the next steps to achieving formal assistance. A postal ballot in July 2022 established a Special Resolution to authorize the Committee to pursue the builder for rectification of the building defects and, if necessary, take legal action against the builder, Harris HMC in the event that they refuse to honour the warranty responsibilities promptly.

The Committee has followed up with OCCM to work with the builder and to restore our building's compliance with the relevant legal requirements. The delay of the builder to comply with these requirements has resulted in a Building Order from the local council and the contracting of private contractors to address the elements of fire risk to the building and to residents' safety.

The builder inspected the property with engineers in May 2022 and has accepted that there are problems with the sealing work, but they have been very slow in a response on how they intend to rectify these defects in the building. The Committee concerned that if this problem is not rectified as soon as possible, the damages associated with these defects will deteriorate further and create significant safety risk to the residents.

During a meeting with OCCM in August, the Committee requested that OCCM include the Committee in all correspondences with the builder so that the Committee can stay informed regarding this very serious matter. The Committee would like to participate in the communication with the builder, to meet their responsibilities without the need for legal action.

Joan encouraged owners to join the Committee and contribute to the management of building matters with the Owners Corporation managers to ensure that The Wellington, maintains its value and amenity.

The Members received the tabled report.

6. The Owners Corporation Manager's Report

OCCM has observed the impact on the amenity of the building caused by two major building projects adjacent to The Wellington. The impact on residents to access the building and the state of Wellington Road where potholes multiply each day have been addressed with Council.

Owners were reminded that a ten-year builder's warranty is still valid for all Lot owners, and if any owners experience water ingress to their apartment they will need to report the defect to the builder.

An update to the Owners Corporation legislation came into effect 1 December 2021, The Wellington is now required on an annual basis to have the building financial accounts reviewed by an independent third party. OCCM currently work with a number of auditors and Willis Partners Pty Ltd, who are familiar with Owners Corporations accounting practices and Owners Corporations legislation have undertaken the review at a very competitive cost.

The Members received the tabled report.

7. Insurance Cover

The Members RESOLVED that the Insurance Cover for Building replacement of \$28,180,584 and Public Liability by CHU Insurance (Australia) Ltd until 16 March 2023 be noted and accepted. (Policy # HU0006061798).

The Members requested that the incoming Committee review the valuation and terms of the insurance policy and ensure that the property is adequately covered for replacement value.

The Chairperson reminded owners of apartments at The Wellington that they are responsible to arrange insurance cover for Public Liability and Personal Contents for their lot (including carpets, floating wood floors, curtains and light fittings).

8. Financial Accounts for the Year to 30 June 2022

- 8.1 The Members of OC1 RESOLVED that the Financial Accounts for the year ended 30 June 2022 that report a Deficit in Members Funds in OC1 of **\$22,976.26** be accepted. This value is comprised of a deficit of **\$36,097.65** in the Administration Fund and \$13,121.39 in the Maintenance Fund.
- 8.2 The Members of OC1 RESOLVED that a **Deficit Funding Levy** of **\$23,000** plus GST be raised for the Administration Fund of OC1. This will be due on the 1 January 2023.
- 8.3 The Members of OC2 RESOLVED that the Financial Accounts for the year ended 30 June 2022 that report a deficit of **\$4,370.74** in the Administration Fund be accepted.
- 8.4 The Members of OC2 RESOLVED that a **Deficit Funding Levy** of **\$4,500** plus GST be raised for the Administration Fund of OC1. This will be due on the 1 January 2023.

9. Budgets for the Year to 30 June 2023

- 9.1 The Members of OC1 RESOLVED to accept the budget presented for the Administration Fund for the year to 30 June 2023 that set fees at **\$188,500** plus GST.
- 9.2 The Members of OC1 RESOLVED to collect **\$16,200** plus GST to the Maintenance Fund in the year to 30 June 2023.
- 9.3 The Members of OC2 RESOLVED to accept the budget presented for the year to 30 June 2023 for the Administration Fund and set fees at **\$35,000** plus GST

Adjustment Levies

In order to collect the full budgeted contributions a special funding levy will be raised for the difference in the fees already invoiced for July to December and that budget.

- 9.4 For OC1 Administration Fund a one-off adjustment of \$6,500 plus GST will be due on the 1 January 2023
- 9.5 For OC2 Administration Fund a one-off adjustment of \$2,500 plus GST will be due on the 1 January 2023

10. Penalty Interest

The Members resolved:

- a) That the Owners Corporation will charge interest on fees in arrears greater than 30 days, at the interest rate payable under the Penalty Interest Rate Act 1983.
- b) That the Owners Corporation Manager be delegated the power to waive interest outstanding on any case up to the equivalent of 30 days interest.

11. Delegation of Powers of Management

The Members of OC2 RESOLVED to delegate the management of their Owners Corporation to the Committee of Owners Corporation #1.

12. Committee Election

The Members of OC1 RESOLVED to elect a committee of 8 Members.

The following members were elected a Members of the Committee until the next General meeting of the Owners Corporation.

Xiaowei Li	104
Lee Martin	304
Haifeng Chen	305
Wai Min Joan Loh	406
Ying Wang	710
Huang Lin-Hsuan	802
Ms Yang Mo	803
Limei Hu	808

The Committee will elect a Chairperson & Secretary at the first Committee Meeting to be convened at the end of November 2022.

13. Delegation of Powers & Functions to the Committee

The Members of OC1 resolved to delegate to the Members of the Committee, all of its powers and functions that may be delegated under s.11 of the Owners Corporations Act 2006 except for the Power or Function that requires a unanimous resolution, a special resolution, or a resolution at a general meeting.

A resolution by the Committee that is made in respect to any matter for which the powers have been delegated to it has the effect of a resolution made on behalf of the Owner's Corporation. Such resolutions include, but are not limited to, the power to pass a resolution to affix the common seal.

14. General Business

- Members wish to ask the Committee to act upon the following issues:
 - The review of insurance cover for the building
 - The slow progress of rectifying building issues, especially on the building defects which have been known to the builder since 2016.
 - A review of the procurement process for building services. Scopes of Works, Frequency and Cost.
 - Reoccurrence and lack of resolution on common property issues including but not limited to persistent illegal parking in common areas, parking stacker malfunctions, basement flooding, and unmaintained weed growth and subsequent pest issues related to the garden bed on level 1.
 - The clarity of common area property which has led to the failure of proper care for common area property as defined in the property title. Such as the maintenance of garden beds on level 1.

15. Closure

There being no further business, Michael thanked the Members for their contributions and closed the meeting at 7.36pm.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006061798
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	16/03/2023 to 16/03/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 721476
Situation	6-8 WELLINGTON ROAD BOX HILL VIC 3128

Policies Selected

Policy 1 – Insured Property

Building: \$30,153,224
Common Area Contents: \$301,532
Loss of Rent & Temporary Accommodation (total payable): \$4,522,983

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$4,522,983
Extended Cover - Loss of Rent & Temporary Accommodation: \$678,447
Escalation in Cost of Temporary Accommodation: \$226,149
Cost of Removal, Storage and Evacuation: \$226,149



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

16/03/2023

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.



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

Monday, 8 January 2024

Our Reference: 238/2020/FIRE
Email: customer.service@whitehorse.vic.gov.au

Owners Corporation 1 & 2 - Plan No PS 721476C
Occ Management Pty Ltd
Level 1
820-824 Whitehorse Road
BOX HILL VIC 3128

Dear Sir/Madam

Property: 8 Wellington Road, BOX HILL VIC 3128

A review of Council's Building Enforcement files has identified this matter being non compliant Essential Safety Measures remains outstanding.

The final items outstanding to finalise this matter, using the numbering sequence from the Building Order are:

5. Undertake faultless 3 monthly and 6 monthly maintenance of all fire doors (which are also path of travel doors) within the building in accordance with Australian Standard 1851 and provide a copy of the maintenance report and fire door register to the satisfaction of the Municipal Building Surveyor; and

03/05/2023 – Following our most recent inspection Council is of the understanding that remedial and repair works are still underway to all fire doors. Please provide a faultless maintenance of all fire doors including door register. It is noted that door stops have been removed, however damage to the bin fire door remains and there is various signage required to be installed

10. Undertake works to fill fire door frames bound by masonry/concrete construction to the fire isolated stairs, fire pump room and other fire rated construction with concrete or grout in contravention to Australian Standard 1905.1 and Part C of the Building Code of Australia, and provide a copy of the repair report to the satisfaction of the Municipal Building Surveyor; and

03/05/2023 – Following our most recent inspection Council is aware that remedial and repair works have been undertaken to fire doors to fill fire door frames, however we have yet to receive acceptable documentation (fire door certification) certifying these doors now comply with Australian Standard 1905.1 as a result of the repair and remedial works done including door register.

21. Undertake works to seal all penetrations in fire rated construction throughout the building to prevent the passage of fire in accordance with Part C of the Building Code of Australia and provide a copy of the maintenance report to the satisfaction of the Municipal Building Surveyor.



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03/05/2023 – Following our most recent inspection Council is aware that remedial works have been completed for some penetrations through the installation of fire rated collars or construction, however during our inspection deficiencies still remain and require further action including however not limited to service risers, water tank room, occupier storage cages room, bin room, fire pump room and the alike. Please have these works completed and provide the requested maintenance report.

Council's Compliance Officer is proposing to conduct a further inspection of the site on

The morning of Tuesday, 5 March 2024

It would be appreciated if access to the property could be made available at this time.

If you have any enquiries or wish to discuss this matter, please do not hesitate to contact Building Enforcement on the above email address.

Yours faithfully

Jeff Fletcher
Building Unit
Whitehorse City Council

Via email:
Incoming OC manager –
Top Owners Corporation Solutions –
Tim Johnson - timj@topocs.com.au & info@topocs.com.au

BUILDING PERMIT (Stage 1: Piling & Capping Beams)

Project: Residential Development On Wellington Road

Issued to Agent: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Address for Serving/Giving of Documents: 52 Henderson Street
NORTH MELBOURNE VIC 3051

Ownership Details: 6 - 8 Wellington Pty Ltd
4 Merville Avenue
MALVERN EAST VIC 3145

Contact: Tony Wang
Telephone: 0419 871 440

Property Details:

Address:	6 - 8 Wellington Road BOX HILL VIC 3128		
Lot/s:	1	LP/PS:	381972
Volume	8636	Folio	749
Municipal District Of:	Whitehorse City Council		

Builder/Contractor²: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Nature of Building Work: Construction of Apartments & Carparking

Cost of Building Work:

Total Cost of Project:	\$18,700,000.00
Cost of This Stage 1:	\$ 500,000.00
Total Cost of All Stages to Date:	\$ 500,000.00

(Including this stage 1)

Applicable Regulations: Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2014

Details of Relevant Planning Permit: Planning Permit No: WH/2012/683
Date of Grant of Planning Permit - 23 May 2013

Stage of Building Work: Stage 1: Piling & Capping Beams



Excluded Works: The following works are excluded from the scope of this Building Permit:-

- Bulk Excavation & Anchor works
- Other Structural Works
- Architectural & Services Works

Total Floor Area of New Building Work: 0m²

Approved Documents: Refer to Appendix A

Performance Based Alternative Solutions: N/A

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

Determination Granted by the Buildings Appeals Board: N/A

Prescribed Reporting Authorities: N/A

Conditions of Permit: Refer to Appendix C

Inspection Requirements: Mandatory notification stages are:

- Inspection of reinforcement for slab, prior to pouring
- Inspection of framework, prior to lining
- Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

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

Building Classification

Part of Building	Building Class	Description
Level B1 & Level 00 (Part)	7a	Carpark
Level 00 (Part)	6	Cafe/Restaurant
Level 1 - 8	2	Apartment

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

Details of Building Practitioners & Architects:

(a) to be engaged in the building work⁴

Classification	Full Name	Registration No
Builder (Construction):	Dale Kennedy	CBL36651

(b) who were engaged to prepare documents forming part of the application for this permit.⁵

Classification	Full Name	Registration No
Engineer (Fire Safety):	Alan Caulfield	EF41267
Engineer (Electrical):	Laurent Deleu	EE34045
Engineer (Mechanical):	Michael Delaney	EM1041
Engineer (Structural/Civil):	Rob DiBlasi	EC24807
Architect:	Cheer Lin	50070

Relevant Building Surveyor:

PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Date of Issue of Building Permit:

Francesco (Frank) Isgro (BS-U24089)

18 March 2015

Building Permit No:

BS-U24089/20150066/1

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

Appendix A

Approved Documents BS-U24089/20150066/1

6 - 8 Wellington Road BOX HILL

Architectural Plans & Specifications:-

(1752): TP-02/1, TP-03, TP-04, TP-05, TP-06, TP-07/1, TP-08/1, TP-09/1, TP-10/1, TP-11/1, TP-12/1, TP-13, TP-14, TP-15, TP-16, TP-17/1, TP-18

Structural Plans & Specifications:-

(4D-0380): S002_01/1, S002_11/1, S002_12/1, S002_21/1, S002_31/1, S002_32/1, S002_23/1

Landscape Plans & Specifications:-

(LP1222): LA-1 of 4, LA-2 of 4, LA-3 of 4, LA-4 of 4

Other Documents

Form 1 - Application Form (Stage 1), dated 14/03/15

Certificate of Compliance - Design (Retention Works), dated 16/01/15

Boundary Re-Establishment, Title Plan & Caveat, dated 10/07/12

Council Site Property Information

PLP Building Surveyors & Consultants Letter of Consent - Regulation 604(2), dated 12/03/15

Harris HMC Construction: Application For (Regulation 604) Occupation of Public Footpath & Road (Stage 1 - Hoarding/Construction Zones), dated 12/03/15

Ark Resources Sustainable Design Statement, dated 17/07/14

Asbestos Clearance Certificate, dated 01/02/15, prepared by Asbestos Surveys Pty Ltd

Council Notice of Decision re: Planning Permit - WH/2012/683

Endorsed Planning Permit Amendment - WH/2012/683, dated 14/10/14

Parking Management Plan

Construction Management Plan, dated 04/03/14

Form 4 (Protection Works) dated 03/02/15

Form 4 (Protection Works)

*(*Indicates lodged with earlier staged permit)*

Appendix B

Building Permit Conditions BS-U24089/20150066/1

6 - 8 Wellington Road BOX HILL

General Conditions:-

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

Precautions for Protection of the Public:-

11. Where hoardings or other precautions are required to project beyond or over a street, or where otherwise required by Council bylaw, Council consent pursuant to Building Regulation 604 of the Building Regulations 2006 shall be obtained prior to commencement of the works
12. Hoardings must not be erected over 2.4m in height, unless designed and signed off by a structural engineer, and must not be connected to any parts of the existing building. Refer MCC hoarding guidelines for further information.
13. Such precautions form part of the approved works and must be in place prior to the commencement of relevant works
14. Precautions for protection of the public shall, as a minimum, comprise solid timber hoardings and fencing of all sections of the site which are open to public space or adjacent private property.
15. Prior to commencement of work on site, the builder shall provide details of any or all alternative precautions for protection of the public to the relevant building surveyor for approval.
16. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
17. Unless approved otherwise, such alternative precautions shall not project over a street.

Boundary Projections by New Building Works:-

18. Boundary locations shall be established by preparation of a title re-establishment survey prepared by a licensed land surveyor.
19. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

Termite Management:-

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

Planning Permits:-

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

Stormwater Discharge:-

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

Protection of Adjoining Property:-

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

Piling Works:-

31. Pursuant to Clause 612 of the Building Regulations 2006, any person installing piles must:-
32. a) keep a record of all pile-driving operations undertaken during the construction including any determination of allowable loadings; and
33. b) make the records available for inspection by the relevant building surveyor during the progress of the pile-driving operations
34. Within 28 days of completion of the pile driving operations, the builder shall forward a complete record of the pile driving operations to the relevant building surveyor.

BUILDING PERMIT

(Stage 2: Bulk Excavation & Anchor Works)

Project: Residential Development On Wellington Road

Issued to Agent: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Address for Serving/Giving of Documents: 52 Henderson Street
NORTH MELBOURNE VIC 3051

Ownership Details: 6 - 8 Wellington Pty Ltd
4 Merville Avenue
MALVERN EAST VIC 3145

Contact: Tony Wang
Telephone: 0419 871 440

Property Details:

Address:	6 - 8 Wellington Road BOX HILL VIC 3128		
Lot/s:	1	LP/PS:	381972
Volume	8636	Folio	749
Municipal District Of:	Whitehorse City Council		

Builder/Contractor²: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Nature of Building Work: Construction of Apartments & Carparking

Cost of Building Work:

Total Cost of Project:	\$18,700,000.00
Cost of This Stage 2:	\$ 500,000.00
Total Cost of All Stages to Date:	\$ 1,000,000.00

(Including this stage 2)

Applicable Regulations: Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2014

Details of Relevant Planning Permit: Planning Permit No: WH/2012/683
Date of Grant of Planning Permit - 23 May 2013

Stage of Building Work: Stage 2 - Bulk Excavation & Anchor Works



Excluded Works: The following works are excluded from the scope of this Building Permit:-

- *Other Structural Works*
- *Architectural & Services Works*

Total Floor Area of New Building Work: 0m2

Approved Documents: Refer to Appendix A

Performance Based Alternative Solutions: N/A

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

Determination Granted by the Buildings Appeals Board: N/A

Prescribed Reporting Authorities: N/A

Conditions of Permit: Refer to Appendix B

Inspection Requirements: Mandatory notification stages are:

- Inspection of reinforcement for slab, prior to pouring
- Inspection of framework, prior to lining; and
- Final, upon completion of works

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

Building Classification

Part of Building	Building Class	Description
Levels 1 to 8	2	Apartment
Level B1, Level 00 (Part)	7a	Carpark
Level 00 (Part)	6	Cafe/Restaurant

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

Details of Building Practitioners & Architects:

(a) to be engaged in the building work⁴

Classification	Full Name	Registration No
Builders	Dale Kennedy	CBL36651

(b) who were engaged to prepare documents forming part of the application for this permit.⁵

Classification	Full Name	Registration No
Engineer (Fire Safety):	Alan Caulfield	EF41267
Engineer (Structural/Civil):	Anthony Tan	EC23177
Engineer (Electrical):	Laurent Deleu	EE34045
Engineer (Mechanical):	Michael Delaney	EM1041
Engineer (Structural/Civil):	Rob DiBlasi	EC24807
Architects	Cheer Lin	50070

Relevant Building Surveyor: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Francesco (Frank) Isgro (BS-U24089)

Date of Issue of Building Permit: 10 April 2015

Building Permit No: BS-U24089/20150066/2

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

Appendix A

Approved Documents BS-U24089/20150066/2

6 - 8 Wellington Road BOX HILL

Structural Plans :-

(4D-0380): S002_01/1, S002_11/1, S002_12/1, S002_21/1, S002_31/1, S002_32/1, S002_23/1

Other Documents

Building Permit Application - Stage 2 dated 14/03/15

Form 4 (Protection Works) dated 20/02/15

Form 4 (Protection Works) dated 24/03/15

Reg 1507 - Certificate of Compliance dated 16/01/15

*Form 1 - Application Form (Stage 1), dated 14/03/15

*Certificate of Compliance - Design (Retention Works), dated 16/01/15

*Boundary Re-Establishment, Title Plan & Caveat, dated 10/07/12

*Council Site Property Information

*PLP Building Surveyors & Consultants Letter of Consent - Regulation 604(2), dated 12/03/15

*Harris HMC Construction: Application For (Regulation 604) Occupation of Public Footpath & Road (Stage 1 - Hoarding/Construction Zones), dated 12/03/15

*Ark Resources Sustainable Design Statement, dated 17/07/14

*Asbestos Clearance Certificate, dated 01/02/15, prepared by Asbestos Surveys Pty Ltd

*Council Notice of Decision re: Planning Permit - WH/2012/683

*Endorsed Planning Permit Amendment - WH/2012/683, dated 14/10/14

*Parking Management Plan

*Construction Management Plan, dated 04/03/14

*Form 4 (Protection Works) dated 03/02/15

*Form 4 (Protection Works)

(*Indicates lodged with earlier staged permit)

Appendix B

Building Permit Conditions BS-U24089/20150066/2

6 - 8 Wellington Road BOX HILL

General Conditions:-

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

Precautions for Protection of the Public:-

11. Where hoardings or other precautions are required to project beyond or over a street, or where otherwise required by Council bylaw, Council consent pursuant to Building Regulation 604 of the Building Regulations 2006 shall be obtained prior to commencement of the works
12. Hoardings must not be erected over 2.4m in height, unless designed and signed off by a structural engineer, and must not be connected to any parts of the existing building. Refer MCC hoarding guidelines for further information.
13. Such precautions form part of the approved works and must be in place prior to the commencement of relevant works
14. Precautions for protection of the public shall, as a minimum, comprise solid timber hoardings and fencing of all sections of the site which are open to public space or adjacent private property.

15. Prior to commencement of work on site, the builder shall provide details of any or all alternative precautions for protection of the public to the relevant building surveyor for approval.
16. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
17. Unless approved otherwise, such alternative precautions shall not project over a street.

Boundary Projections by New Building Works:-

18. Boundary locations shall be established by preparation of a title re-establishment survey prepared by a licensed land surveyor.
19. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

Termite Management:-

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

Planning Permits:-

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

Stormwater Discharge:-

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

Protection of Adjoining Property:-

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

Piling Works:-

31. Pursuant to Clause 612 of the Building Regulations 2006, any person installing piles must:-
 - a) keep a record of all pile-driving operations undertaken during the construction including any determination of allowable loadings; and
 - b) make the records available for inspection by the relevant building surveyor during the progress of the pile-driving operations
32. Within 28 days of completion of the pile driving operations, the builder shall forward a complete record of the pile driving operations to the relevant building surveyor.

BUILDING PERMIT

(Stage 3 - Balance of Structural Works)

Project: Residential Development On Wellington Road

Issued to Agent: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Address for Serving/Giving of Documents: 52 Henderson Street
NORTH MELBOURNE VIC 3051

Ownership Details: 6 - 8 Wellington Pty Ltd
4 Merville Avenue
MALVERN EAST VIC 3145

Contact: Tony Wang
Telephone: 0419 871 440

Property Details:

Address:	6 - 8 Wellington Road BOX HILL VIC 3128		
Lot/s:	1	LP/PS:	381972
Volume	8636	Folio	749
Municipal District Of:	Whitehorse City Council		

Builder/Contractor²: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Nature of Building Work: Construction of Apartments and Carparking

Cost of Building Work:

Total Cost of Project:	\$18,700,000.00
Cost of This Stage 3:	\$ 3,000,000.00
Total Cost of All Stages to Date:	\$ 4,000,000.00

(Including this stage 3)

Applicable Regulations: Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2014

Details of Relevant Planning Permit: Planning Permit No: WH/2012/683
Date of Grant of Planning Permit - 23 May 2013

Stage of Building Work: Stage 3: Balance of Structural works



Excluded Works: The following works are excluded from the scope of this Building Permit:-

- *Architectural Works*
- *Fit Out Works*
- *Services Works*
- *Canopy works over the street alignment*

Total Floor Area of New Building Work: 0m²

Approved Documents: Refer to Appendix A

Performance Based Alternative Solutions: N/A

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

Determination Granted by the Buildings Appeals Board: N/A

Prescribed Reporting Authorities: N/A

Conditions of Permit: Refer to Appendix C

Inspection Requirements: Mandatory notification stages are:

- Inspection of Footings
- Inspection of Pre Slab

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

Building Classification

Part of Building	Building Class	Description
Levels 1 to 8	2	Apartment
Level B1, Level 00 (Part)	7a	Carpark
Level 00 (Part)	6	Cafe/Restaurant

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

Details of Building Practitioners & Architects:

(a) to be engaged in the building work⁴

Classification	Full Name	Registration No
Builder:	Floyd Yap	DBU11511 / CBU5366

(b) who were engaged to prepare documents forming part of the application for this permit.⁵

Classification	Full Name	Registration No
Engineer (Electrical):	Laurent Deleu	EE34045
Engineer (Fire Safety):	Alan Caulfield	EF41267
Engineer (Mechanical):	Michael Delaney	EM1041
Engineer (Structural/Civil):	Rob DiBlasi	EC24807
Architects	Hayball Pty Ltd	50070

Relevant Building Surveyor: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Francesco (Frank) Isgro (BS-U24089)

Date of Issue of Building Permit: 10 August 2015

Building Permit No: BS-U24089/20150066/3

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

Appendix A

Approved Documents BS-U24089/20150066/3

6 - 8 Wellington Road BOX HILL

Architectural Plans & Specifications:-

1752: A05.01/1 to A05.07/1, A05.08/2

Structural Plans & Specifications:-

4D-0380: S000-01/1 to S000-03/1, S002-12/5, S004-01/1, S004-11/1 to S004-15/1, S006-01/1 to S006-04/1, S006-11/1 to S006-14/1, S006-21/1, S006-22/1, S006-41/1, S006-61/1, S006-62/1, S007-00/1 to S007-02/1, S007-11/1, S007-21/1, S007-22/1, S008-01/1, S009-00/1 to S009-06/1, S009-21/1, S009-22/1, S009-25/1 to S009-27/1, S009-29/1, S009-30/1, S010_11/1, S010-12/1, S099-01/1, S099-51/1 to S099-53/1, S099-61/1, S100-01/1, S100-02/2, S100-03/2, S100-04/1, S100-11/1.

Other Documents

Stage 3 Application for Building Permit 1 dated 14.03.15

Structural Certification (Level 1-8, Roof)

Structural Certification (Vertical Elements, Basement, & Ground Level

Computations_Volume 2 - Vertical Elements & Floor Design

*Building Permit Application - Stage 2 dated 14/03/15

*Form 4 (Protection Works) dated 20/02/15

*Form 4 (Protection Works) dated 24/03/15

*Reg 1507 - Certificate of Compliance dated 16/01/15

*Form 1 - Application Form (Stage 1), dated 14/03/15

*Certificate of Compliance - Design (Retention Works), dated 16/01/15

*Boundary Re-Establishment, Title Plan & Caveat, dated 10/07/12

*Council Site Property Information

*PLP Building Surveyors & Consultants Letter of Consent - Regulation 604(2), dated 12/03/15

*Harris HMC Construction: Application For (Regulation 604) Occupation of Public Footpath & Road (Stage 1 - Hoarding/Construction Zones), dated 12/03/15

*Ark Resources Sustainable Design Statement, dated 17/07/14

*Asbestos Clearance Certificate, dated 01/02/15, prepared by Asbestos Surveys Pty Ltd

*Council Notice of Decision re: Planning Permit - WH/2012/683

*Endorsed Planning Permit Amendment - WH/2012/683, dated 14/10/14

*Parking Management Plan

*Construction Management Plan, dated 04/03/14

*Form 4 (Protection Works) dated 03/02/15

*Form 4 (Protection Works)

*(*Indicates lodged with earlier staged permit)*

Appendix B

Performance Based Alternative Solutions/Dispensations/ Determinations Granted by Building Appeals Board/ Prescribed Reporting Authorities BS-U24089/20150066/3

6 - 8 Wellington Road BOX HILL

Performance Based Alternative Solutions:-

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

BCA Ref	Item	Decision
N/A		

Dispensations Granted under Regulation 503/608/1011, Building Regulations 2006:-

The following dispensations by the Relevant Building Surveyor apply to the project:-

BCA Ref	Item	Decision
N/A		

Determinations Granted by the Building Appeals Board:-

The following determination of the Building Appeals Board relate to this project:

BCA Ref	Item	File No	Decision
N/A			

Prescribed Reporting Authorities:-

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

Report Authority	Matter Reported On	Regulation
N/A		

Appendix C

Building Permit Conditions BS-U24089/20150066/3

6 - 8 Wellington Road BOX HILL

General Conditions:-

1. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulation 2006 and the Building Act 1993.
2. The Domestic Building Contracts Act 1995 including requirements for home warranty insurance applies to this work.
3. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
4. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer
5. Building works pursuant to this permit must strictly comply with all building permit conditions, the Building Regulations 2006 and the Building Act 1993.
6. The approval of this work shall lapse if the works are not commenced within 12 months or completed within 36 months after the date of this permit. It is the responsibility of the builder to arrange for the required final inspection of the works within this time otherwise additional fees and/or fines may be incurred.
7. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
8. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
9. Pursuant to Building Regulation 317 of the Building Regulations 2006, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
 - Builder registration numbers and contract details
 - Relevant Building Surveyor registration number and contact details
 - Building Permit number and date of issue
10. The builder must ensure all required existing exits and existing fire safety services throughout the building are maintained and operational.
11. A copy of the approved plans must be available on site while the building works are in progress.
12. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
 - cross-overs
 - street openings
 - stormwater connections
 - public protection in the street including hoardings and gantries

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

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

Precautions for Protection of the Public:-

14. Where hoardings or other precautions are required to project beyond or over a street, or where otherwise required by Council bylaw, Council consent pursuant to Building Regulation 604 of the Building Regulations 2006 shall be obtained prior to commencement of the works

15. Hoardings must not be erected over 2.4m in height, unless designed and signed off by a structural engineer, and must not be connected to any parts of the existing building. Refer MCC hoarding guidelines for further information.
16. Such precautions form part of the approved works and must be in place prior to the commencement of relevant works
17. Precautions for protection of the public shall, as a minimum, comprise solid timber hoardings and fencing of all sections of the site which are open to public space or adjacent private property.
18. Prior to commencement of work on site, the builder shall provide details of any or all alternative precautions for protection of the public to the relevant building surveyor for approval.
19. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
20. Unless approved otherwise, such alternative precautions shall not project over a street.

Boundary Projections by New Building Works:-

21. Boundary locations shall be established by preparation of a title re-establishment survey prepared by a licensed land surveyor.
22. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

Termite Management:-

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

Planning Permits:-

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

Stormwater Discharge:-

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

Protection of Adjoining Property:-

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

Fire Ratings of Structure:-

35. Bondek or condek floor slabs shall achieve a 1/1.5/2/3/4 hour FRL. The builder shall provide verification of FRL levels prior to commencement of these works.
36. All general concrete structure fire ratings shall achieve a 1/1.5/2/3/4 hour FRL minimum.
37. Structural steel columns and structural steel floor support beams, trusses and the like shall achieve a minimum 1/1.5/2/3/4 hour FRL unless approved otherwise by the project fire engineer.

Fire Services During Construction:-

38. Fire services shall be provided during construction in accordance with BCA Clause E1.9 as follows
39. After the building has reached an effective height of 12m, required booster connections must be installed
40. Not less than one fire extinguisher to suit Class A, B and C fires and electrical fires, must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit;
41. After the building has reached an effective height of 12m, required fire hydrants and fire hose reels must be operational in at least every storey that is covered by the roof or the floor structure above, except the 2 uppermost storeys; and

Construction Gaps and Control Joints:-

42. Manufacturers' product details and fire test certificates shall be supplied for approval by the relevant building surveyor prior to installation.
43. All control joints and construction gaps between masonry and/or concrete elements in fire rated walls shall be fire stopped with approved fire rated products.

Certificates Required for Sign Off

Certificate	Information
Acoustics Wall Systems	Compliance letter from the plastering and/or insulation contractor confirming all acoustic walls and floors have been installed and insulated as per the approved documents.
Balustrades	Provide compliance letter from the contractor that all balustrades (including glass elements) have been designed and installed as per AS1170.1 and the Building Code of Australia.
Dry Wall (General)	Written declaration from the builder or relevant subcontractor that the building has been constructed in accordance with the approved plans and specifications covering lightweight or dry wall fire/shafts resistant construction.
Energy Efficiency Measures & Building Fabric	Builder to provide compliance letter verifying all requirements of the Section J report for Building Fabric (thermal insulation and glass) and Building services have been installed in accordance with the approved documents and Part J of the BCA including a detail list of all materials and insulating products used.
Fire Alarm Connection	Fire alarm certificate
Fire Brigade Commissioning Report	Commissioning & completion report for auto-unlock electromagnetic exit doors.
Fire Brigade Consent & Report	Consent and Report from the Fire Brigade
Fire Brigade OWS	Written confirmation Building Occupant Warning System (OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other PA function when in fire mode.
Fire Detection and Alarm System & Occupant Warning System Compliance	Compliance Report from recognised tester.
Fire Hazard Properties	Provide the fire hazard test reports from the manufacturers for all floor linings to comply with BCA Spec C1.10.
Fire Hose Reel System	Compliance Report from recognised tester.
Fire Hydrant System	Compliance Report from recognised tester.
Glazing	Glazing contractor compliance letter indicating the glass has been installed in accordance with the approved drawings and specification and complies with AS1288 and AS2047 (as applicable). Applies to balustrading, doors, windows, screens, facades and miscellaneous glazing.
Lift Installations - Certification Fire Resistance	Certification of fire resistance levels, and AS1905 compliance, for lift landing doors and frames.
Lift Installations - Commissioning Reports	Commissioning reports and compliance certificates for lift installations per AS1735.2 and O H and S legislation and for access for people with a disability.

Lift Installations - Compliance Letter	Lift contractor to provide a compliance letter verifying the lift comply with the approved drawings and specification and complies with the BCA with respect to the measures outlined for Emergency Lifts and Accessibility Features.
Mechanical Ventilation and Airhandling Systems - Compliance Letter	Mechanical contractor compliance letter indicating that the installed mechanical services comply with the approved drawings and specifications, the BCA and relevant Australia Standards including AS1668.
Mechanical Ventilation and Airhandling Systems - Confirmation AS1668.2	Confirmation all fire and smoke dampers are installed and tested to AS1668.2 and located as per approved plans.
Occupancy Permit Application Form	Completed Application for Occupancy Form.
Plumbing Certificates	Plumbing contractor compliance certificates for all plumbing works as follows (as relevant):- - Roof Plumbing - Sanitary Plumbing - Drainage (Below Ground Sewer) - Drainage (Below Ground Stormwater) - Cold Water Plumbing - Hot Water Plumbing Mechanical Services Plumbing - Backflow Prevention - Residential & Domestic Fire Sprinkler Systems - Gas fitting
Stormwater & Drainage	Written confirmation all roof drainage works have been designed and installed as per As3500.3.2 and connected as per council SWD requirements.
Water Proofing	Written confirmation/certificate from contractor that all wet areas have been waterproofed in accordance with AS3740, including manufacturers details and warranties of proprietary systems used as applicable.
Fire Detection and Alarm System & Occupant Warning System Reports	Commissioning and compliance reports for electromagnetic (auto-release) hold-open devices for all fire and smoke doors.
Mechanical Ventilation and Airhandling Systems - Test Results	Provide carpark extraction and other supply air systems air flow test results to confirm compliance with design rates.
Smoke Walls	Written certification (or letter) from the relevant contractor advising all smoke walls are fully smoke sealed to the underside of the roof covering including all penetrations in accordance with BCA Spec C2.5 and C3.4
Structural Supervision	Letter from Structural Engineer confirming inspection and compliance of all structural work.
Water Temperature	Confirm hot water temperature controls have been installed in accordance with SRS guidelines (i.e. water temperature).
Electrical Certification	Electrical contractor compliance letter indicating that the installed electrical services comply with the approved drawings, the BCA and relevant Australian Standards.
Emergency Communication System (PA System)	Written confirmation PA speakers (or OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other function when in fire mode.
Emergency Lighting and Exit Signage	Electrical contractor's compliance letter indicating that systems are completed, tested and operational in accordance with AS2293.1 & 2 and the Building Code of Australia.
Fire Doors, Fire Rated Access	Certificate of Compliance to AS1905.

Panels	
Electrical Certificates	Provide Certificate of Electrical Safety for prescribed Electrical Installation Work.

BUILDING PERMIT (Stage 4: Post Tension Slab)

Project: Residential Development On Wellington Road

Issued to Agent: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Address for Serving/Giving of Documents: 52 Henderson Street
NORTH MELBOURNE VIC 3051

Ownership Details: 6 - 8 Wellington Pty Ltd
4 Merville Avenue
MALVERN EAST VIC 3145

Contact: Tony Wang
Telephone: 0419 871 440

Property Details:

Address:	6 - 8 Wellington Road BOX HILL VIC 3128		
Lot/s:	1	LP/PS:	381972
Volume	8636	Folio	749
Municipal District Of:	Whitehorse City Council		

Builder/Contractor²: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Nature of Building Work: Construction of Apartments and Carparking

Cost of Building Work: Total Cost of Project: \$18,700,000.00
Cost of This Stage 4: Included in Stage 3 Permit
Total Cost of All Stages to Date: \$7,000,000.00
(Including this stage 4)

Applicable Regulations: Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2014

Details of Relevant Planning Permit: Planning Permit No: WH/2012/683
Date of Grant of Planning Permit - 23 May 2013

Stage of Building Work: Stage 4: Post Tension Slab



Excluded Works:	The following works are excluded from the scope of this Building Permit:- • <i>Architectural Works</i> • <i>Fit Out Works</i> • <i>Services Works</i> • <i>Canopy works over the street alignment</i>
Total Floor Area of New Building Work:	0m2
Approved Documents:	Refer to Appendix A
Performance Based Alternative Solutions:	N/A
Dispensations Granted under Regulation 503/608/1011, Building Regulations 2006:	N/A
Determination Granted by the Buildings Appeals Board:	N/A
Prescribed Reporting Authorities:	N/A
Conditions of Permit:	Refer to Appendix B
Inspection Requirements:	Mandatory notification stages are: Inspection of Footings Inspection of Pre Slab
Commencement and Completion:	This building work must commence within 12 months and be completed within 24 months (class 1 and 10 buildings) or 36 months of the date of issue of the building permit.

Building Classification	Part of Building	Building Class	Description
	Levels 1 to 8	2	Apartment
	Level B1, Level 00 (Part)	7a	Carpark
	Level 00 (Part)	6	Cafe/Restaurant

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

Details of Building Practitioners & Architects:

(a) to be engaged in the building work⁴

Classification	Full Name	Registration No
Builders	Floyd Yap	CB-U5366

(b) who were engaged to prepare documents forming part of the application for this permit.⁵

Classification	Full Name	Registration No
Engineer (Electrical):	Laurent Deleu	EE34045
Engineer (Fire Safety):	Alan Caulfield	EF41267
Engineer (Mechanical):	Michael Delaney	EM1041
Engineer (Structural/Civil):	Rob Di Blasi	EC24807

Hydraulic Engineer
Architects

Michael Delaney
Cheer Lin

EM1041
50070

Relevant Building Surveyor: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Francesco (Frank) Isgro (BS-U24089)

Date of Issue of Building Permit: 15 April 2016

Building Permit No: BS-U24089/20150066/4

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

Appendix A

Approved Documents BS-U24089/20150066/4

6 - 8 Wellington Road BOX HILL

Structural Plans & Specifications:-

IVPT14123: 001, 0011, 0110, 0111, 0112, 0113, 0210, 0211, 0212, 0213, 0310, 0311, 0312, 0313 All Rev A, 0410/B, 0411/B, 0412/C, 0413/C, 0510/, 0511/A, 0512/B, 0513/B, 0610/A, 0611/A, 0612/B, 0613/B, 0710/A, 0711/A, 0712/B, 0713/B, 0810/A, 0811/A, 0812/B, 0813/B, 0910/A, 0911/A, 0912/B, 0913/B, 1010/A, 1011/A, 1012/B, 1013/B

Other Documents

Building Permit Application Form dated 01.02.16

Regulation 1507 Certificate of Compliance- Design dated 11.04.2016

Site Inspection Record prepared by 4D Workshop dated 24.11.2015

*Stage 3 Application for Building Permit 1 dated 14.03.15

*Structural Certification (Level 1-8, Roof)

*Structural Certification (Vertical Elements, Basement, & Ground Level

*Computations_Volume 2 - Vertical Elements & Floor Design

*Building Permit Application - Stage 2 dated 14/03/15

*Form 4 (Protection Works) dated 20/02/15

*Form 4 (Protection Works) dated 24/03/15

*Reg 1507 - Certificate of Compliance dated 16/01/15

*Form 1 - Application Form (Stage 1), dated 14/03/15

*Certificate of Compliance - Design (Retention Works), dated 16/01/15

*Boundary Re-Establishment, Title Plan & Caveat, dated 10/07/12

*Council Site Property Information

*PLP Building Surveyors & Consultants Letter of Consent - Regulation 604(2), dated 12/03/15

*Harris HMC Construction: Application For (Regulation 604) Occupation of Public Footpath & Road (Stage 1 - Hoarding/Construction Zones), dated 12/03/15

*Ark Resources Sustainable Design Statement, dated 17/07/14

*Asbestos Clearance Certificate, dated 01/02/15, prepared by Asbestos Surveys Pty Ltd

*Council Notice of Decision re: Planning Permit - WH/2012/683

*Endorsed Planning Permit Amendment - WH/2012/683, dated 14/10/14

*Parking Management Plan

*Construction Management Plan, dated 04/03/14

*Form 4 (Protection Works) dated 03/02/15

*Form 4 (Protection Works)

(*Indicates lodged with earlier staged permit)

Appendix B

Building Permit Conditions BS-U24089/20150066/4

6 - 8 Wellington Road BOX HILL

General Conditions:-

1. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulation 2006 and the Building Act 1993.
2. The Domestic Building Contracts Act 1995 including requirements for home warranty insurance applies to this work.
3. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
4. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer
5. Building works pursuant to this permit must strictly comply with all building permit conditions, the Building Regulations 2006 and the Building Act 1993.
6. The approval of this work shall lapse if the works are not commenced within 12 months or completed within 36 months after the date of this permit. It is the responsibility of the builder to arrange for the required final inspection of the works within this time otherwise additional fees and/or fines may be incurred.
7. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
8. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
9. Pursuant to Building Regulation 317 of the Building Regulations 2006, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
 - Builder registration numbers and contract details
 - Relevant Building Surveyor registration number and contact details
 - Building Permit number and date of issue
10. The builder must ensure all required existing exits and existing fire safety services throughout the building are maintained and operational.
11. A copy of the approved plans must be available on site while the building works are in progress.
12. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
 - cross-overs
 - street openings
 - stormwater connections
 - public protection in the street including hoardings and gantries

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

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

Precautions for Protection of the Public:-

14. Where hoardings or other precautions are required to project beyond or over a street, or where otherwise required by Council bylaw, Council consent pursuant to Building Regulation 604 of the Building Regulations 2006 shall be obtained prior to commencement of the works

15. Hoardings must not be erected over 2.4m in height, unless designed and signed off by a structural engineer, and must not be connected to any parts of the existing building. Refer MCC hoarding guidelines for further information.
16. Such precautions form part of the approved works and must be in place prior to the commencement of relevant works
17. Precautions for protection of the public shall, as a minimum, comprise solid timber hoardings and fencing of all sections of the site which are open to public space or adjacent private property.
18. Prior to commencement of work on site, the builder shall provide details of any or all alternative precautions for protection of the public to the relevant building surveyor for approval.
19. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
20. Unless approved otherwise, such alternative precautions shall not project over a street.

Boundary Projections by New Building Works:-

21. Boundary locations shall be established by preparation of a title re-establishment survey prepared by a licensed land surveyor.
22. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

Planning Permits:-

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

Stormwater Discharge:-

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

28. Protection of Adjoining Property:-

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

Fire Ratings of Structure:-

33. Bondek or condek floor slabs shall achieve a 1/1.5/2/3/4 hour FRL. The builder shall provide verification of FRL levels prior to commencement of these works.
34. All general concrete structure fire ratings shall achieve a 1/1.5/2/3/4 hour FRL minimum.
35. Structural steel columns and structural steel floor support beams, trusses and the like shall achieve a minimum 1/1.5/2/3/4 hour FRL unless approved otherwise by the project fire engineer.

Fire Services During Construction:-

36. Fire services shall be provided during construction in accordance with BCA Clause E1.9 as follows
37. After the building has reached an effective height of 12m, required booster connections must be installed
38. Not less than one fire extinguisher to suit Class A, B and C fires and electrical fires, must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit;
39. After the building has reached an effective height of 12m, required fire hydrants and fire hose reels must be operational in at least every storey that is covered by the roof or the floor structure above, except the 2 uppermost storeys; and

Construction Gaps and Control Joints:-

40. Manufacturers' product details and fire test certificates shall be supplied for approval by the relevant building surveyor prior to installation.
41. All control joints and construction gaps between masonry and/or concrete elements in fire rated walls shall be fire stopped with approved fire rated products.

Certificates Required for Sign Off

Certificate	Information
Energy Efficiency Measures & Building Fabric	Builder to provide compliance letter verifying all requirements of the Section J report for Building Fabric (thermal insulation and glass) and Building services have been installed in accordance with the approved documents and Part J of the BCA including a detail list of all materials and insulating products used.
Lift Installations - Certification Fire Resistance	Certification of fire resistance levels, and AS1905 compliance, for lift landing doors and frames.
Fire Brigade Commissioning Report	Commissioning & completion report for auto-unlock electromagnetic exit doors.
Fire Detection and Alarm System & Occupant Warning System Reports	Commissioning and compliance reports for electromagnetic (auto-release) hold-open devices for all fire and smoke doors.
Lift Installations - Commissioning Reports	Commissioning reports and compliance certificates for lift installations per AS1735.2 and O H and S legislation and for access for people with a disability.
Occupancy Permit Application Form	Completed Application for Occupancy Form.
Acoustics Wall Systems	Compliance letter from the plastering and/or insulation contractor confirming all acoustic walls and floors have been installed and insulated as per the approved documents.
Fire Detection and Alarm System & Occupant Warning System Compliance	Compliance Report from recognised tester.
Fire Hose Reel System	Compliance Report from recognised tester.
Fire Hydrant System	Compliance Report from recognised tester.
Water Temperature	Confirm hot water temperature controls have been installed in accordance with SRS guidelines (i.e. water temperature).
Mechanical Ventilation and Airhandling Systems - Confirmation AS1668.2	Confirmation all fire and smoke dampers are installed and tested to AS1668.2 and located as per approved plans.
Fire Brigade Consent & Report	Consent and Report from the Fire Brigade
Electrical Certification	Electrical contractor compliance letter indicating that the installed electrical services comply with the approved drawings, the BCA and relevant Australian Standards.
Fire Alarm Connection	Fire alarm certificate
Glazing	Glazing contractor compliance letter indicating the glass has been installed in accordance with the approved drawings and specification and complies with AS1288 and AS2047 (as applicable). Applies to balustrading, doors, windows, screens, facades and miscellaneous glazing.
Structural Supervision	Letter from Structural Engineer confirming inspection and compliance of all structural work.
Lift Installations - Compliance Letter	Lift contractor to provide a compliance letter verifying the lift comply with the approved drawings and specification and complies with the BCA with respect to the measures outlined for Emergency Lifts and Accessibility Features.
Mechanical Ventilation and Airhandling Systems - Compliance Letter	Mechanical contractor compliance letter indicating that the installed mechanical services comply with the approved drawings and specifications, the BCA and relevant Australia Standards including AS1668.

Certificate	Information
Plumbing Certificates	Plumbing contractor compliance certificates for all plumbing works as follows (as relevant):- - Roof Plumbing - Sanitary Plumbing - Drainage (Below Ground Sewer) - Drainage (Below Ground Stormwater) - Cold Water Plumbing - Hot Water Plumbing Mechanical Services Plumbing - Backflow Prevention - Residential & Domestic Fire Sprinkler Systems - Gas fitting
Mechanical Ventilation and Airhandling Systems - Test Results	Provide carpark extraction and other supply air systems air flow test results to confirm compliance with design rates.
Balustrades	Provide compliance letter from the contractor that all balustrades (including glass elements) have been designed and installed as per AS1170.1 and the Building Code of Australia.
Fire Hazard Properties	Provide the fire hazard test reports from the manufacturers for all floor linings to comply with BCA Spec C1.10.
Smoke Walls	Written certification (or letter) from the relevant contractor advising all smoke walls are fully smoke sealed to the underside of the roof covering including all penetrations in accordance with BCA Spec C2.5 and C3.4
Stormwater & Drainage	Written confirmation all roof drainage works have been designed and installed as per AS3500.3.2 and connected as per council SWD requirements.
Fire Brigade OWS	Written confirmation Building Occupant Warning System (OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other PA function when in fire mode.
Emergency Communication System (PA System)	Written confirmation PA speakers (or OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other function when in fire mode.
Water Proofing	Written confirmation/certificate from contractor that all wet areas have been waterproofed in accordance with AS3740, including manufacturers details and warranties of proprietary systems used as applicable.
Dry Wall (General)	Written declaration from the builder or relevant subcontractor that the building has been constructed in accordance with the approved plans and specifications covering lightweight or dry wall fire/shafts resistant construction.
Fire Doors, Fire Rated Access Panels	Certificate of Compliance to AS1905.
Emergency Lighting and Exit Signage	Electrical contractor's compliance letter indicating that systems are completed, tested and operational in accordance with AS2293.1 & 2 and the Building Code of Australia.
Electrical Certificates	Provide Certificate of Electrical Safety for prescribed Electrical Installation Work.

BUILDING PERMIT (Stage 5: Architectural and Services)

Project: Residential Development On Wellington Road

Issued to Agent: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Address for Serving/Giving of Documents: 52 Henderson Street
NORTH MELBOURNE VIC 3051

Ownership Details: 6 - 8 Wellington Pty Ltd
4 Merville Avenue
MALVERN EAST VIC 3145

Contact: Tony Wang
Telephone: 0419 871 440

Property Details:

Address:	6 - 8 Wellington Road BOX HILL VIC 3128		
Lot/s:	1	LP/PS:	381972
Volume	8636	Folio	749
Municipal District Of:	Whitehorse City Council		

Builder/Contractor²: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Contact: Andrew O'Brien
Telephone: 0481 144 379

Nature of Building Work: Construction of Apartments and Carparking

Cost of Building Work:

Total Cost of Project:	\$18,700,000.00
Cost of This Stage 5:	\$14,700,000.00
Total Cost of All Stages to Date:	\$18,700,000.00

(Including this stage 5)

Applicable Regulations: Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2014

Details of Relevant Planning Permit: Planning Permit No: WH/2012/683
Date of Grant of Planning Permit - 23 May 2013

Stage of Building Work: Stage 5: Architectural and Services



Total Floor Area of New Building Work: 9299m2

Approved Documents: Refer to Appendix A

Performance Based Alternative Solutions: Refer to Appendix B

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

Determination Granted by the Buildings Appeals Board: N/A

Prescribed Reporting Authorities: Refer to Appendix B

Conditions of Permit: Refer to Appendix C

Inspection Requirements: Mandatory notification stages are:
Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

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

Building Classification

Part of Building	Building Class	Description
Levels 1 to 8	2	Apartment
Level B1, Level 00 (Part)	7a	Carpark
Level 00 (Part)	6	Cafe/Restaurant

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

Details of Building Practitioners & Architects:

(a) to be engaged in the building work⁴

Classification	Full Name	Registration No
Builder:	Floyd Yap	CB-U5366

(b) who were engaged to prepare documents forming part of the application for this permit.⁵

Classification	Full Name	Registration No
Engineer (Electrical):	Laurent Deleu	EE34045
Engineer (Fire Safety):	Alan Caulfield	EF41267
Engineer (Mechanical):	Michael Delaney	EM1041
Engineer (Structural/Civil):	Rob Di Blasi	EC24807
Engineer (Mechanical):	Michael Delaney	EM1041
Architect:	Hayball	50070

Relevant Building Surveyor: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Francesco (Frank) Isgro (BS-U24089)

Date of Issue of Building Permit: 29 July 2016

Building Permit No: BS-U24089/20150066/5

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

Appendix A

Approved Documents BS-U24089/20150066/5

6 - 8 Wellington Road BOX HILL

Fire Service Plans & Specifications:-

1811: F000, F100, F300 All Rev P4, F301/P6, F302 to F308 All Rev P5, F600/P1

Hydraulic Plans & Specifications:-

1811: H000/P3, H100/P4, H200/P3, H300/P4, H301 to H303 All Rev P5, H304/P6, H307/P5, H308/P6, H309/P6, H400/P3, H402 to H408 All Rev P4

Mechanical Plans & Specifications:-

1811: M000/P2, M100/C2, M300/C2, M301/C1, M302 to M305 All Rev P2, M306/P4

M100, M200, M300, M400, M500, M600, M700, M800

Architectural Plans & Specifications:-

A00.01/A, A00.02/A, A00.03/A, A00.04/C, A00.05/B, A00.10/C, A00.11/1, A00.20/A, A00.21/B, A01.01/A, A01.02/A, A02.01/A, A02.02/A, A02.03/A, A02.04/A, A02.05/A, A02.06/A, A02.07/A, A02.08/A, A03.01/A, A03.02/A, A03.03/B, A03.04/A, A03.05/C, A03.06/C, A03.07/C, A03.08/C, A03.09/B, A03.10/C, A03.11/B, A03.12/C, A03.13/B, A03.14/C, A03.15/A, A03.16/A, A04.01/A, A04.02/A, A04.03/A, A04.04/A, A04.05/A, A04.06/A, A04.07/B, A04.08/A, A04.09/A, A04.10/A, A04.11/A, A05.00/1, A05.01/A, A05.02/A, A05.03/B, A05.04/B, A05.05/A, A05.06/A, A05.07/A, A05.08/A, A06.01/B, A06.02/B, A06.03/C, A06.04/B, A06.10/B, A06.11/B, A06.12/B, A06.13/B, A06.14/B, A06.15/B, A06.20/A, A06.21/A, A06.22/B, A08.01/B, A09.01/B, A09.02/A, A09.03/B, A09.04/A, A09.21/A, A09.22/A, A09.30/B, A09.31/A, A10.01/B, A15.01/A, A15.02/A, A15.03/A, A15.04/A, A15.05/A, A15.06/A, A15.20/A, A15.21/A, A15.22/A, A15.23/A, A15.24/A, A15.25/A, A15.26/A, A15.28/A, A15.29/A, A15.30/A, A15.40/B, A20.01/A, A21.01/A, A21.02/B, A21.02/A, A21.03/B, A21.03/1, A21.04/A, A21.05/A

Architectural Specification Rev C3

Signage Schedule dated 19.07.2016

Civil Plans & Specifications:-

C01/P2, C02/P3, C03/P3, 86/13/14/C02

Electrical Plans & Specifications:-

E000/C2, E100/C3, E103/C, E300 to E305 All Rev C2, E400/C3, E401 to E406 All Rev C2, E600/C2, E610/C2, E620/C2, Electrical Specification Rev C1

Other Documents

Bin Chute Door Detail

Carpark Screen Elevation Detail

Codemark Certification- Honeycomb Panel

Interface Test Report- DUO carpet tile

Interface Test Report- TRIO Carpet tile

Lift Specification

MFB Reg 309 Report & Consent No. 1500487

NCC Glazing Calculator

Preliminary House Energy Rating Report dated 23.01.2016

Section J5 Compliance Report dated 31.05.2016

Section J6 Compliance Report dated 20.05.2016

Signage Schedule dated 26.05.16

Window Area Schedule

Lift Landing Doors - Declaration Of Conformity E-120 EN 81.58

Fire Engineering Report prepared by Wood & Grieve Rev 5

Dispensation letter by Hayball dated 9 June 2015

*Building Permit Application Form dated 01.02.16

*Regulation 1507 Certificate of Compliance- Design dated 11.04.2016

*Site Inspection Record prepared by 4D Workshop dated 24.11.2015

*Stage 3 Application for Building Permit 1 dated 14.03.15

*Structural Certification (Level 1-8, Roof)

*Structural Certification (Vertical Elements, Basement, & Ground Level

*Computations_Volume 2 - Vertical Elements & Floor Design

*Building Permit Application - Stage 2 dated 14/03/15

*Form 4 (Protection Works) dated 20/02/15

*Form 4 (Protection Works) dated 24/03/15

*Reg 1507 - Certificate of Compliance dated 16/01/15

*Form 1 - Application Form (Stage 1), dated 14/03/15

*Certificate of Compliance - Design (Retention Works), dated 16/01/15

*Boundary Re-Establishment, Title Plan & Caveat, dated 10/07/12

*Council Site Property Information

*PLP Building Surveyors & Consultants Letter of Consent - Regulation 604(2), dated 12/03/15

*Harris HMC Construction: Application For (Regulation 604) Occupation of Public Footpath & Road (Stage 1 - Hoarding/Construction Zones), dated 12/03/15

*Ark Resources Sustainable Design Statement, dated 17/07/14

*Asbestos Clearance Certificate, dated 01/02/15, prepared by Asbestos Surveys Pty Ltd

*Council Notice of Decision re: Planning Permit - WH/2012/683

*Endorsed Planning Permit Amendment - WH/2012/683, dated 14/10/14

*Parking Management Plan

*Construction Management Plan, dated 04/03/14

*Form 4 (Protection Works) dated 03/02/15

*Form 4 (Protection Works)

(*Indicates lodged with earlier staged permit)

Appendix B

Performance Based Alternative Solutions/Dispensations/ Determinations Granted by Building Appeals Board/ Prescribed Reporting Authorities BS-U24089/20150066/5

6 - 8 Wellington Road BOX HILL

Performance Based Alternative Solutions:-

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

BCA Ref	Item	Decision
F2.1, FP2.2	To permit the deletion of the laundry troughs within sole occupancy units.	Approved
F4.1, F4.2	To permit the east and south light well to be 1.1m-1.9m deep in lieu of approximately 2.4m deep as required on the basis of the building height for windows.	Approved
F1.11	To delete the requirement for floor wastes in bathrooms.	Approved
C3.9, D2.7, CP8, DP5, DP6	To permit test drains in fire stairs.	Approved
C3.2, CP2, CP8	To permit openings within 3.0 m of the southern, eastern and northern allotment boundaries to not be protected in accordance with Clause C3.4 of the BCA.	Approved
C1.1, Specification C1.1, CP2	To permit the retail areas on ground floor to have a Fire Resistance Level (FRL) of 90/90/90 in lieu of having an FRL 180/180/180.	Approved
D1.4, DP4, EP2.2	The travel distance to a point of choice within the basement car park is up to 32.0 m which exceeds the maximum of 20.0 m permitted by BCA DtS Provision D1.4.	Approved
D1.4, DP4, EP2.2	The travel distance to a point of choice within the ground floor car park is up to 33.0 m in lieu of 20.0 m as permitted by BCA DtS Provision D1.4.	Approved
D1.4, DP4, EP2.2	The travel distance to a point of choice between two exits on residential levels is up to 23.0 m which exceeds the maximum of 6.0 m permitted by BCA DtS Provision D1.4.	Approved
D1.7, DP4, DP5	The fire stair serving the building discharges internally in lieu of directly to a road or open space.	Approved
D2.4, DP5	The fire stair serving the building is not proposed to be separated between Ground and Basement.	Approved
E1.5, EP1.4	It is proposed to review sprinkler protection under the external canopies greater than 2.5 m in width which require protection.	Approved
C1.1, Spec C1.1, CP2	To permit the external walls from the residential units within 1.4m of the allotment boundary on Level 1 to 7 not to be fire rated.	Approved

Prescribed Reporting Authorities:-

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

Report Authority	Matter Reported On	Regulation
MFB	NCC Clause E1.5 (Interalia AS 2118) – Sprinkler Valve Locations To permit sprinkler valve to be located at ground floor front entry lobby area.	309
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Booster Location To permit booster assembly to be located within the south façade, facing Wellingtons Road.	309
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Booster Shield Wall To permit the deletion of shield wall to the Booster assembly along South façade.	309
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Booster Arrangement To permit vertical booster arrangement in lieu of parallel arrangement.	309
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Hydrant Coverage To permit fire hydrant coverage shortfalls as noted on attached marked up plans.	309
MFB	NCC Clause E1.4 – Fire Hose Reel Coverage To permit the deletion of Fire Hose Reels to the following areas: Café, main lobby on ground floor and basement.	309
MFB	NCC Clause E1.4 & E1.5 (Interalia AS 2419.1 & AS 2118) – Mag Flow Meters To permit the use of inline water meters (magnetic flow type) on the fire mains.	309

Appendix C

Building Permit Conditions BS-U24089/20150066/5

6 - 8 Wellington Road BOX HILL

General Conditions:-

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

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

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

Precautions for Protection of the Public:-

13. Where hoardings or other precautions are required to project beyond or over a street, or where otherwise required by Council bylaw, Council consent pursuant to Building Regulation 604 of the Building Regulations 2006 shall be obtained prior to commencement of the works
14. Hoardings must not be erected over 2.4m in height, unless designed and signed off by a structural engineer, and must not be connected to any parts of the existing building. Refer MCC hoarding guidelines for further information.

15. Such precautions form part of the approved works and must be in place prior to the commencement of relevant works
16. Precautions for protection of the public shall, as a minimum, comprise solid timber hoardings and fencing of all sections of the site which are open to public space or adjacent private property.
17. Prior to commencement of work on site, the builder shall provide details of any or all alternative precautions for protection of the public to the relevant building surveyor for approval.
18. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
19. Unless approved otherwise, such alternative precautions shall not project over a street.

Boundary Projections by New Building Works:-

20. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

Termite Management:-

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

Planning Permits:-

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

Protection of Adjoining Property:-

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

Piling Works:-

32. Pursuant to Clause 612 of the Building Regulations 2006, any person installing piles must:-
 - a) keep a record of all pile-driving operations undertaken during the construction including any determination of allowable loadings; and
 - b) make the records available for inspection by the relevant building surveyor during the progress of the pile-driving operations
33. Within 28 days of completion of the pile driving operations, the builder shall forward a complete record of the pile driving operations to the relevant building surveyor.

Fire Services Documentation:-

34. Fire services must be constructed in strict accordance with relevant fire brigade consent and reports. Locations and details of fire services which vary from current consents are excluded from this permit.
35. Fire sprinkler designs and sprinkler layouts throughout must conform to AS 2118.1. Sprinkler protection shall extend throughout all areas to AS2118.1 unless approved otherwise by the project fire engineer and relevant building surveyor. Where variations are approved, the fire brigade shall be advised as required under Section 23 of the Act.
36. The Fire Services strobe light is to be located externally outside the main entry area foyer as per

AS1670.1

37. Dry pipe sprinkler pipe coverage to be installed within the lift shaft, as per the BCA.
38. Sprinkler protection is to be provided to apartment 3.02 bathroom areas.
39. Portable fire extinguisher in accordance with the BCA and MFB 309 is to be provided to the retail tenancy on ground level.

Fire Services During Construction:-

40. Fire services shall be provided during construction in accordance with BCA Clause E1.9 as follows
 - After the building has reached an effective height of 12m, required booster connections must be installed
 - Not less than one fire extinguisher to suit Class A, B and C fires and electrical fires, must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit;
 - After the building has reached an effective height of 12m, required fire hydrants and fire hose reels must be operational in at least every storey that is covered by the roof or the floor structure above, except the 2 uppermost storeys.

Electrical Services Documentation:-

41. Electrical services must comply with BCA Energy Efficiency provisions. Verification of compliance for as-built electrical installations will be required at the completion of the project.
42. Electrical switchboards located in corridor paths of travel to exits shall be enclosed in non-combustible or fire resistant enclosures with smoke sealed doors.
43. Provide emergency lighting at the fire indicator panel.
44. Thermal type smoke alarms cannot be solely provided within sole occupancy units. Thermal alarms are to be replaced with smoke alarms, and relocated no more than 1.5 metres from bedroom doors, while ensuring the proposed location is not likely to cause spurious alarms. Alternatively, provide two alarms, however one alarm must be a smoke type alarm, not solely a thermal.
45. Smoke alarms within SOU's are not to be further away than 1.5m from bedroom doors. Provide additional alarm or relocate proposed alarms where they are further than 1.5m from the bedroom door.

Mechanical Services Documentation:-

46. Mechanical services must comply with BCA energy efficiency provisions. Verification of compliance for as-built mechanical installations will be required at the completion of the project.
47. All mechanical installations shall comply with AS1668.2 2012. Provide schedules of supply and exhaust air rates to verify compliance for all areas at the completion of the works.
48. All mechanical services must comply with AS1668.1- 1998.
49. Provide fire dampers to all mechanical duct penetrations through bounding construction of fire rated elements.
50. Kitchen exhaust discharge details are excluded from this permit and are to be assessed under the fitout works and be in accordance with AS1668.2.
51. All carpark exhaust discharge details are subject to review and compliance with AS1668.2. Provide details.
52. Kitchen exhaust discharge details are excluded from this permit and are to be assessed under the fitout works and be in accordance with AS1668.2.
53. Provide sub-contractor verification that all smoke exhaust fans to carpark area are "high temperature" type and served by fire protected cabling and switchboards.

Fire Engineers Requirements:-

54. Construct the whole of the works in strict accordance with the requirements of the fire engineers report(s), reference no. F26738-MEL-F dated 28 July 2016.

Penetrations Sealing:-

55. Manufacturers' product details and a certificate verifying installation in accordance with fire tested prototypes from each relevant sub-contractor shall be supplied to the relevant building surveyor prior to the issue of an occupancy permit.
56. All services penetrations through fire rated elements shall be sealed with approved fire rated products. (Proprietary products, sealants, fire stopping mortar, etc.)
57. All services penetrations through smoke resistant elements shall be sealed with approved products. (Proprietary products, sealants)

Construction Gaps and Control Joints:-

58. Manufacturers' product details and fire test certificates shall be supplied for approval by the relevant building surveyor prior to installation.
59. All control joints and construction gaps between masonry and/or concrete elements in fire rated walls shall be fire stopped with approved fire rated products.

Roof Drainage System:-

60. It is the builder's responsibility to ensure all areas are connected to a drainage system for disposal of surface water to an approved outfall to avoid water entering the building/adjoining building or causing damage to the building/adjoining building.

Glass and Glazing:-

61. Glass and glazing details (including glazed doors and partitions) shall comply fully with AS1288-2006 and AS247. Provide certification of compliance at the completion of works.
62. Submit a Structural Engineer's Certificate scheduling glazing type, location and thickness and certifying that the glazing complies with AS1288 (2006).

Lift Services:-

63. Provide access and signage to lift pits as required by BCA D1.17.
64. Provide "Do Not Use Lifts If there Is A Fire" signage adjacent to all lift call panels to BCA E3.3.
65. Provide fire dampers to lift shaft relief vents.
66. Lift service drawings are to be provided for review prior to installation. Lift drawings are to comply with the BCA.

67. Door Hardware:-

68. Doors required to be used by persons with a disability shall be operable under forces as required by AS1428.1 (20N operating force) or to alternative arrangements approved by the project access and disability adviser.
69. Power operated automatic sliding exit doors shall:-
 - be able to be opened manually by a force not exceeding 110N if there is a malfunction of the activating system power source.
 - Open automatically on power failure or on activation of a fire or smoke alarm.
70. Doors to exits and in exit paths shall be openable from the egress side by a single handed downward or pushing action on a single device located 900-1200mm above floor level.
71. Door hardware schedule to be provided to PLP for review. Door hardware to comply with the BCA.

Early Fire Hazard Properties for Materials:-

72. In order to confirm compliance with BCA C1.10, provide early fire hazard indice data for the following finishes and lining materials prior to installation:-
 - Soffit lining to car park level in line with C1.10 (as specified in MFB 309 report)
 - Glass wool Insulation
 - Gold Wall Batt Insulation
 - CP01 - Norman Ellison carpet
 - Black Butt Timber test report from Warrington Fire
 - Linings to lift car

Lift Off Toilet Doors:-

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

General Requirements for Egress Systems:-**Facilities for Persons with a Disability:-**

75. Access and facilities for persons with a disability shall be constructed in strict accordance with AS1428.1-2009 except as and to the extent varied by the project access and disability consultant.
76. The DDA accessible toilet is to be provided with a back rest, as per AS1428.1-2009.
77. The end of all corridors to apartment levels must be provided with a turning space of 1540mm wide and 2070mm long. Alternatively, compliance must be justified via a disabled access consultant.

Wet Area Construction:-

78. Gradient of 1:80 to 1:100 is to be provided to all bathroom floors

Gas Installations:-

79. Combustible surfaces closer than 200mm from the periphery of a gas burner in kitchens or the like shall be adequately protected in accordance with the requirements of the Gas Safety Regulations, AS5601 – Gas Installation, and Energy Safe Victoria – Gas Information Sheet No. 25. (The latter document is available at <http://www.esv.gov.au>.) Domestic freestanding cookers with inbuilt splash backs do not require protection from a rear combustible wall.
 - Combustible surfaces include:
 - Reconstituted stone with resin binders
 - Plasterboard (paper faced)
 - Acceptable means of protection include:
 - 5mm ceramic tiles
 - Glass splash-backs, if wall behind is fire resistant, and the glass is suitable for the application
 - Stainless Steel if wall is fire resistant or adequately protected
80. Gas pipes within the building shall be installed in accordance with the following:-
 - Main risers passing through multiple floors shall be installed in fire resisting riser shafts.
 - One off floor penetrations shall be fire stopped with a fire rating system in accordance with a fire tested prototype in which the test incorporated air filled pipes.

- Penetrations through fire rated walls on a storey (e.g. walls bounding apartments or plant rooms) shall be similarly fire stopped with a system based on a fire-tested prototype on air filled pipes.

Carpark Ceiling Linings:-

81. Any ceiling linings or insulation materials that are proposed to be fitted to the underside of the carpark ceiling must:-

- (i) comply with Clause C1.10 of the Building Code of Australia and tested to AS ISO 9705 or AS3837-1998;
- (ii) not constitute an overhead fire fighting hazard; and
- (iii) be fixed and installed in direct accordance with manufacturers recommendation and approved samples and be accompanied by a written undertaking from the installer confirming this requirement.

Acoustic Report:-

82. An acoustic report applies to these works and must be complied with in full and remains the responsibility of the builder. Certification is required from the main contractor responsible for all acoustic lagging and insulation to confirm installation has been undertaken as per the acoustic report and approved plans. The builder is to provide a signed statement confirming compliance with the report

Proprietary Manufactured Systems:-

83. All proprietary manufactured systems are to be installed in accordance with the accredited manufacturers specifications for that system and remains the responsibility of the builder.

Variations to Approved Documentation:-

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

Energy Efficiency / Ratings Report:-

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

Additional Conditions:-

- 86. Plywood or other combustible material is not to be used for the construction of storage sheds to the balcony areas of the building.
- 87. Vitrabond product is not to be installed to any part of this building.
- 88. Sprinkler protection to be provided to all openings to the fire isolated staircase, as per the FER.
- 89. Chute doors to garbage opening on every level are to be -/60/30 doors. Provide specification for review prior to installation.
- 90. Provide ladder details in accordance with AS1657, prior to installation.
- 91. Access panel to roof from within fire stair is to achieve a fire rating of -/90/90. Provide detail prior to installation.

Certificates Required for Sign Off

Certificate	Information
Fire Sprinkler Systems and Pumps	- Compliance Report from recognised tester. - Completion Certificate as per Appendix B AS2118.4
Energy Efficiency Measures & Building Fabric	Builder to provide compliance letter verifying all requirements of the Section J report for Building Fabric (thermal insulation and glass) and Building services have been installed in accordance with the approved documents and Part J of the BCA including a detail list of all materials and insulating products used.
Fire Spray Applications - Certificates	Certificate from fire spray applicator confirming fire spray applications undertaken, products used, product thickness applied, ESA/M ratio of treated members, and fire resistance levels achieved.
Lift Installations - Certification Fire Resistance	Certification of fire resistance levels, and AS1905 compliance, for lift landing doors and frames.
Fire Brigade Commissioning Report	Commissioning & completion report for auto-unlock electromagnetic exit doors.
Fire Detection and Alarm System & Occupant Warning System Reports	Commissioning and compliance reports for electromagnetic (auto-release) hold-open devices for all fire and smoke doors.
Lift Installations - Commissioning Reports	Commissioning reports and compliance certificates for lift installations per AS1735.2 and O H and S legislation and for access for people with a disability.
Occupancy Permit Application Form	Completed Application for Occupancy Form.
Acoustics Wall Systems	Compliance letter from the plastering and/or insulation contractor confirming all acoustic walls and floors have been installed and insulated as per the approved documents.
Fire Sprinkler Systems and Pumps	Compliance Report from recognised tester.
Fire Detection and Alarm System & Occupant Warning System Compliance	Compliance Report from recognised tester.
Fire Hose Reel System	Compliance Report from recognised tester.
Fire Hydrant System	Compliance Report from recognised tester.
Mechanical Ventilation and Airhandling Systems - Confirmation AS1668.2	Confirmation all fire and smoke dampers are installed and tested to AS1668.2 and located as per approved plans.
Fire Brigade Consent & Report	Consent and Report from the Fire Brigade
Electrical Certification	Electrical contractor compliance letter indicating that the installed electrical services comply with the approved drawings, the BCA and relevant Australian Standards.
Fire Alarm Connection	Fire alarm certificate
Fire Spray Applications - Test Reports	Fire test data and/or fire test references to substantiate fire spray products use.
Glazing	Glazing contractor compliance letter indicating the glass has been installed in accordance with the approved drawings and specification and complies with AS1288 and AS2047 (as applicable). Applies to balustrading, doors, windows, screens, facades and miscellaneous glazing.
Structural Supervision	Letter from Structural Engineer confirming inspection and compliance of all structural work.

Certificate	Information
Lift Installations - Compliance Letter	Lift contractor to provide a compliance letter verifying the lift comply with the approved drawings and specification and complies with the BCA with respect to the measures outlined for Emergency Lifts and Accessibility Features.
Mechanical Ventilation and Airhandling Systems - Compliance Letter	Mechanical contractor compliance letter indicating that the installed mechanical services comply with the approved drawings and specifications, the BCA and relevant Australia Standards including AS1668.
Plumbing Certificates	Plumbing contractor compliance certificates for all plumbing works as follows (as relevant):- - Roof Plumbing - Sanitary Plumbing - Drainage (Below Ground Sewer) - Drainage (Below Ground Stormwater) - Cold Water Plumbing - Hot Water Plumbing Mechanical Services Plumbing - Backflow Prevention - Residential & Domestic Fire Sprinkler Systems - Gas fitting
Mechanical Ventilation and Airhandling Systems - Test Results	Provide carpark extraction and other supply air systems air flow test results to confirm compliance with design rates.
Balustrades	Provide compliance letter from the contractor that all balustrades (including glass elements) have been designed and installed as per AS1170.1 and the Building Code of Australia.
Fire Hazard Properties	Provide the fire hazard test reports from the manufacturers for all floor linings to comply with BCA Spec C1.10.
Fire Stopping - Electrical	Separate verification required from electrical subcontractor
Fire Stopping - Fire Sprinkler	Separate verification required from fire sprinkler subcontractor
Fire Stopping - Hydraulic	Separate verification required from hydraulic subcontractor
Fire Stopping - Mechanical	Separate verification required from mechanical subcontractor
Fire Stopping - Subcontractor Verification	Subcontractor verification that all control joints and services penetrations of fire resisting structural elements and smoke proof walls have been adequately sealed/fire stopped by means of a tested system. Advice to include:- - proprietary systems used - fire resistance levels achieved
Smoke Walls	Written certification (or letter) from the relevant contractor advising all smoke walls are fully smoke sealed to the underside of the roof covering including all penetrations in accordance with BCA Spec C2.5 and C3.4
Stormwater & Drainage	Written confirmation all roof drainage works have been designed and installed as per AS3500.3.2 and connected as per council SWD requirements.
Fire Brigade OWS	Written confirmation Building Occupant Warning System (OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other PA function when in fire mode.
Fire Engineering Report	Written confirmation from the builder that all special requirements of the fire engineering report have been implemented to the satisfaction of the fire engineer.

Certificate	Information
Building Permit Conditions	Written confirmation from the main building contractor that all conditions of building permits issued by the Relevant Building Surveyor and any building notices, orders or site instructions have been satisfied including:- - a listing of all such conditions - details of the manner and timing of resolution of each condition.
Emergency Communication System (PA System)	Written confirmation PA speakers (or OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other function when in fire mode.
Water Proofing	Written confirmation/certificate from contractor that all wet areas have been waterproofed in accordance with AS3740, including manufacturers details and warranties of proprietary systems used as applicable.
Dry Wall (General)	Written declaration from the builder or relevant subcontractor that the building has been constructed in accordance with the approved plans and specifications covering lightweight or dry wall fire/shafts resistant construction.
Fire Doors, Fire Rated Access Panels	Certificate of Compliance to AS1905.
Emergency Lighting and Exit Signage	Electrical contractor's compliance letter indicating that systems are completed, tested and operational in accordance with AS2293.1 & 2 and the Building Code of Australia.
Electrical Certificates	Provide Certificate of Electrical Safety for prescribed Electrical Installation Work.
Fire Stopping - Plumbing	Separate verification required from plumbing subcontractor
Fire Engineering	Evacuation diagrams and fire orders are to be provided, as per AS3745-2010.

Appendix D

Statutory Signage Requirements BS-U24089/20150066/5

6 - 8 Wellington Road BOX HILL

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

BCA/BR Ref	Details
PLP	Provide Braille & Tactile signage to all sanitary compartments in accordance with AS1428.1.
FER	"FIRE ORDERS" notices to be installed as per the FER.
Part E1	Fire Services – Refer CFA Summary document attached.
D1.17	Lift pit access doors to be marked as follows on the landing side with minimum 35mm high lettering:- "DANGER LIFTWELL – ENTRY OF UNAUTHORISED PERSONS PROHIBITED – KEEP CLEAR AT ALL TIMES."
BR318	Builder and building surveyor registration and contact details and building permit number and date must be conspicuously displayed on site for the duration of works in a publicly accessible location.
B1.4 (i) (ii)	Termite protection details in meter box or the like indicating method of termite risk management, date of system installation, NRA label life expectancy (chemical barriers) and installer/manufacture recommended scope and frequency of future inspections for termite activity.

OCCUPANCY PERMIT

Project: Residential Development On Wellington Road

Issued to Owner: 6 - 8 Wellington Pty Ltd
4 Merville Avenue
MALVERN EAST VIC 3145

Copy to Agent: Harris HMC Pty Ltd
52 Henderson Street
NORTH MELBOURNE VIC 3051

Property Details

Address:	6 - 8 Wellington Road BOX HILL VIC 3128		
Lot/s	1	LP/PS	
Volume	8636	Folio	749
Municipal District Of:	Whitehorse City Council		

Building Permit No: BS-U24089/20150066/1-5

BCA Version Applicable to this Occupancy Permit: BCA 2014

Building Details(a)

Part of Building	Use	BCA Class	Loading*	Population**
Level B1	Carpark	7a	2.5***	25
Level 00	Residential Lobby, Ancillary	2	5.0	20
Levels 1 to 8	Apartment	2	Apartment - 1.5 Private Balcony - 2.0	200 per level

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

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

*** Refer to manufacturers specifications for car stacker load limitations

Conditions:

Occupation is subject to the following:-

1. All fire alarm systems shall be connected to an approved monitoring service in accordance with AS1670.3 and referenced Australian Standards and the requirements of the MFESB for fire alarm monitoring systems.
2. All relevant conditions of use and occupation (if any) applicable under Planning permits or consents shall be complied with at all times.
3. Essential Safety Measures listed in Appendix A must be maintained to the level specified.
4. Management and operational requirements, additional safety systems and equipment, and/or special conditions that apply or are required under the fire engineering assessments shall be maintained at all times.
5. The building work which is the subject of this Occupancy Permit was approved subject to performance based alternate solutions and reporting authority consent attached as Appendix B.
6. The retail tenancy is excluded from this Occupancy Permit. A further Building Permit and Occupancy Permit will be required prior to fitout and occupation.

Display of Occupancy Permit: The approved location for display of this permit for the purposes of Regulation 1007 is the front entry foyer

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

Relevant Building Surveyor: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD



Francesco (Frank) Isgro - BS-U24089

Date of Inspection: 1 March 2017

Date of Issue: 10 March 2017

Occupancy Permit No: 03462

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

Appendix A

Maintenance Requirements for Essential Safety Measures

Essential Safety Measures	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Air Handling Systems:-		
Carpark mechanical ventilation system covered by Section 5, AS/NZS 1668.1 serving more than one fire compartment	E2.2 and F4.11	Quarterly as prescribed in AS1851-2012 Section 13
Fire & Smoke Dampers	E2.2	Annually as prescribed in AS1851-2012 Section 13
Outdoor intakes	F4.5	Monthly as prescribed in AS1851-2012 Section 13
Automatic Fire Detection & Alarm Systems:-		
Smoke and heat detection system	Clause 4 of Specification E2.2a	Monthly as prescribed in AS1851-2012 Section 6
Building Fire Integrity:-		
Building elements required to satisfy prescribed fire resistance levels, (including walls, columns, beams, floors, ceilings and shafts, etc.)	Section C, D1.12, FER Report No. 26738-MEL-F Rev. 5	Annual inspection to AS1851-2012, Section 12 for damage, deterioration, or unauthorised alteration
Elements required to be non-combustible, provide fire protection, compartmentation or separation (including fire walls, smoke walls, fire resistant exits, and fire resistant elements such as walls, floors, ceilings, protective coverings, access panels and control joints)	C2.5 to C2.14, C3.3, C3.11, D1.7, D1.8, E1.3, FER Report No. 26738-MEL-F Rev. 5	Annual inspection for damage, deterioration, or unauthorised alteration
Fire Doors (hinged pivoted incl their associated warning systems and fire rated chute doors) and assoc. self-closing and latching mechanisms.	C2.12, C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7, D1.8, D1.12, FER Report No. 26738-MEL-F Rev. 5	Every six months as per AS1851- 2012 Section 12. Check operation of handles, closers and electronic strikes.
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16	Annually as per AS1851-2012 Section 12 to inspection for damage, deterioration or unauthorised alteration.
Fire-protection at service penetrations through elements required to be fire-resisting or have a resistance to the incipient spread of fire.	C3.12, C3.13, C3.15, FER Report No. 26738-MEL-F Rev. 5	Annually as per AS1851-2012 Section 12 to inspect for damage, deterioration or unauthorised alteration.
Hinged and pivoted fire-resistant doorsets serving as entry doors to private residential apartments.	C3.11, FER Report No. 26738-MEL-F Rev. 5	Annually as per AS1851-2012 Section 12. Check operation of handles, closers and electronic strikes.
Materials and assemblies required to satisfy prescribed fire hazard properties for linings and surface finishes	C1.10	Annual inspection for damage, deterioration, or unauthorised alteration

Essential Safety Measures	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	C3.4, C3.8, C3.11, D1.7, D1.8, FER Report No. 26738-MEL-F Rev. 5	Monthly to AS1851-2012 Section 2
Building Use & Application:-		
*Classification and use of building	A3.2 to A3.4	Annual inspection to ensure use does not vary from approval
Fire Brigade Requirements Additional to BCA Provisions :-		
Installation of signage indicating "AN EXTRA LENGTH OF HOSE MAY BE REQUIRED TO ACHIEVE COVERAGE" at the FIP, booster, and applicable fire hydrants	MFB Report No 1500487	6 monthly inspection to ensure signage is in place and legible
Way Finding Signage for Fire Pump Room in Lobby	MFB Report No 1601937	Annual Inspection to ensure signage is in place and legible
Way Finding Plan at FIP and Fire Booster	MFB Report No 1601937	Annual Inspection to ensure signage is in place and legible
Fire Engineering Requirements Additional to BCA Provisions:-		
Evacuation Diagrams	FER Report No. 26738-MEL-F Rev. 5, AS3745-2010, MFB 1003	Annual Inspection to ensure evacuation diagrams are in place, legible and relevant
Roller Door Exit	FER Report No. 26738-MEL-F	6-monthly inspection / testing to ensure push button signage is available and legible, roller door functions in general fire alarm, and testing of battery back up
Ground Floor Lobby - Combustible Loads	FER Report No. 26738-MEL-F	Inspection every three months to ensure lobby is a sterile space with no untreated combustible furniture (with the exception of bicycle parking area)
Ground Floor Retail Door	FER Report No. 26738-MEL-F	Annual Inspection to ensure door is self closing.
Way Finding Signage, with wording "EXIT HERE TO OUTSIDE" to the interla side of the stair on the ground level, in not less than 40MM high lettering and in contrasting colour to the background	FER Report No. 26738-MEL-F Rev. 5	6 Monthly Inspection to ensure signage is in place and legible
Inspection of Egress Routes for Combustible Materials	FER Report No. 26738-MEL-F	Quarterly inspection to ensure there are no combustible materials in egress routes
Standard Fire Orders	FER Report No. 26738-MEL-F Rev. 5	Annual Inspection to ensure fire orders are displayed and legible
Emergency Management Plan to assist persons with disabilities during an evacuation	FER Report No. 26738-MEL-F	Annual Review to ensure emergency management plan is in place and suitable
Fire Fighting Services & Equipment:-		
Fire hose reel system	E1.4, AS2441-2005, MFB Report No 1500487	Every six months to AS 1851-2012 Section 9

Essential Safety Measures	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Fire hydrant system (including on-site pump set and fire-service booster connection)	BCA E1.3, AS2419.1, MFB Report No 1500487	Six monthly to AS1851-2012 Section 4 (also monthly to AS1851-2012 Section 3 where pumps are installed)
Fire main, booster, static water supply and associated equipment (as relevant)	Part E1, AS 2118-1995, AS 2419.1-2005, MFB Report No 1500487	Six monthly to S1851-2012 Section 4
Portable fire extinguishers	E1.6, MFB Report No 1500487	Every six months to ensure extinguishers are in place and to AS1851-2012 Section 10
Sprinkler protection of openings	C3.4 and as approved by relevant authority	Annually to ensure protection of openings is maintained
Sprinkler system (including alarm monitors connected to approved authority)	E1.5, G3.8, H1.2	Monthly to AS1851-2012 Section 2
Interconnection, Interfacing and Testing - Fire Safety Systems:-		
All fire and safety systems	As approved by the relevant authority; (May include hot smoke tests, tests to ensure fire safety systems interface and interact appropriately, etc.)	Annual audit and testing to ensure all services operate as designed in fire mode
Lifts:-		
Passenger lift fire service controls	E3.6	Periodic inspection as per manufacturers specification, however no less than annual inspection
Stretcher facilities in lifts	E3.2	Annual inspection to ensure compliance of facilities with BCA
Lighting:-		
Emergency lighting	E4.2, E4.4	Every six months to AS2293.2-1995
Means of Egress:-		
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
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms.	D1.6, D2.19 to D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware
Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17	Inspection every three months to ensure there are no obstructions and no alterations
Paths of travel to exits	D1.6	Inspection every three months to ensure there are no obstructions and no alterations

Essential Safety Measures	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Mechanical Ventilation and Hot, Warm and Cooling Water Systems:-		
Mechanical ventilation systems incorporating hot and warm water systems (other than a system serving only a single sole occupancy unit in a Class 2 or 3 building or a Class 4 part of building)	F2.7 (Microbial control)	Monthly to AS3666-2011
Occupant Warning Systems:-		
Building occupant warning systems including audible alarms, recorded and visual messages	Clause 8 of Specifications E1.5; E2.2a and Clause 6 of Specification E2.2a	Monthly as prescribed AS1851-2012 Section 6
Other Measures:-		
*Balustrades	Part B1 and D2.16	Annual inspection to verify no damage, deterioration or unauthorised changes
*Glazed assemblies	B1.4 and F1.13	Annual inspection to verify no damage, deterioration or unauthorised changes
Signs:-		
Exit identification including signs on fire doors and smoke doors; signs on egress doors leading from fire-isolated passageways	Clauses D2.23 and C3.6 and as approved by the authority having jurisdiction	Annual inspection to determine signs and alarms are intact and operational where relevant
Exit signs (including direction signs)	Specification D1.12, E4.5, E4.6, E4.8	Every six months to AS2293.2-1995
Signs alerting persons that the operation of doors must not be impaired	D2.23	Annual inspection to ensure the warning sign is in place and legible
Signs warning against the use of lifts in the event of fire	E3.3	Annual inspection to ensure the warning sign is in place and legible

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

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

Appendix B

Schedule of Performance Based Alternative Solutions, Relevant Building Surveyor Dispensations, Determinations of the Building Appeals Board and Prescribed Reporting Authorities

Performance Based Alternative Solutions

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

BCA Ref	Item	BCA Performance Requirement
F2.1	To permit the deletion of the laundry troughs within sole occupancy units.	FP2.2
F4.1, F4.2	To permit the east and south light well to be 1.1m-1.9m deep in lieu of approximately 2.4m deep as required on the basis of the building height for windows.	FP4.1
F1.11	To delete the requirement for floor wastes in bathrooms.	FP1.6
C3.9, D2.7	To permit test drains in fire stairs.	CP8, DP5, DP6
C3.2	To permit openings within 3.0 m of the southern, eastern and northern allotment boundaries to not be protected in accordance with Clause C3.4 of the BCA.	CP2, CP8
C1.1, Specification C1.1	To permit the retail areas on ground floor to have a Fire Resistance Level (FRL) of 90/90/90 in lieu of having an FRL 180/180/180.	CP2
D1.4	The travel distance to a point of choice within the basement car park is up to 32.0 m which exceeds the maximum of 20.0 m permitted by BCA DtS Provision D1.4.	DP4, EP2.2
D1.4	The travel distance to a point of choice within the ground floor car park is up to 33.0 m in lieu of 20.0 m as permitted by BCA DtS Provision D1.4.	DP4, EP2.2
D1.4	The travel distance to a point of choice between two exits on residential levels is up to 23.0 m which exceeds the maximum of 6.0 m permitted by BCA DtS Provision D1.4.	DP4, EP2.2
D1.7	The fire stair serving the building discharges internally in lieu of directly to a road or open space.	DP4, DP5
D2.4	The fire stair serving the building is not proposed to be separated between Ground and Basement.	DP5
E1.5	It is proposed to review sprinkler protection under the external canopies greater than 2.5 m in width which require protection.	EP1.4
C1.1, Spec C1.1	To permit the external walls from the residential units within 1.4m of the allotment boundary on Level 1 to 7 not to be fire rated.	CP2

Prescribed Reporting Authorities

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

Prescribed Reporting Authority	Matter Reported On	Regulation
MFB	NCC Clause E1.5 (Interalia AS 2118) – Sprinkler Valve Locations To permit sprinkler valve to be located at ground floor front entry lobby area.	309/1003
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Booster Location To permit booster assembly to be located within the south façade, facing wellingtons Road.	309/1003
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Booster Shield Wall To permit the deletion of shield wall to the Booster assembly along South façade.	309/1003
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Booster Arrangement To permit vertical booster arrangement in lieu of parallel arrangement.	309/1003
MFB	NCC Clause E1.3 ((Interalia AS 2419.1) – Hydrant Coverage To permit fire hydrant coverage shortfalls as noted on attached marked up plans.	309/1003
MFB	NCC Clause E1.4 – Fire Hose Reel Coverage To permit the deletion of Fire Hose Reels to the following areas: Café, main lobby on ground floor and basement.	309/1003
MFB	NCC Clause E1.4 & E1.5 (Interalia AS 2419.1 & AS 2118) – Mag Flow Meters To permit the use of inline water meters (magnetic flow type) on the fire mains.	309/1003
MFB	NCC Clause E1.3 (Interalia AS 2419.1-2005) – Fire Pump Room Location To permit the fire pump room to be located within the ground level car park, in lieu of opening to a road or open space, or to a fire isolated passage or stair which leads to a road or open space.	309/1003
City of Whitehorse	Projection over a street alignment	513

OBrien Real Estate Blackburn

98 South Parade,
Blackburn, VIC 3130

P: 03 9894 2044

E:
blackburn@obrienrealestate.com.au



OBrien Real Estate

Residential Rental Agreement

for

310/6-8 Wellington Road, Box Hill VIC 3128

This agreement is between **Raghavendra Rojkhird**
and **Domenic Amuso**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Tue 22/02/2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

310/6-8 Wellington Road, Box Hill VIC

Postcode 3128

3. Rental provider details

Full name or company
name of rental
provider

Raghavendra Rojkhird

Address (if no agent is
acting for the rental
provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

OBrien Real Estate Blackburn

Address

98 South Parade, Blackburn, VIC

Postcode 3130

Phone number

03 9894 2044

ACN (if applicable)

Email address

blackburn@obrienrealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

☒ Fixed term agreement Start date

(this is the date the agreement starts
and you may move in)

End date

☐ Periodic agreement
(monthly) Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$) (payable in advance)	1390.00
To be paid per	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	28th day of each month
Date first rent payment due	Mon 28/02/2022

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	1390
Date bond payment due	Mon 28/02/2022

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit	☐ bank deposit	☐ cash	☐ cheque	☐ money order	☐ BPay
☒ other electronic form of payment, including Centrepay	Rental Rewards				

Payment details (if applicable)

Rental Rewards by Credit Card/Bank Account/BPay. The tenant acknowledges and agrees that a fee of \$15.00 is payable for any dishonoured payments.

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☒ Yes

Naeve McPadden: blackburn@obrienrealestate.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1

☒ Yes

Domenic Amuso: blackburn@obre.com.au

☐ No

Renter 2

☐ Yes

☐ No

Renter 3

☐ Yes

☐ No

Renter 4

☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

O'Brien Real Estate Blackburn

Emergency phone number

03 9894 2044

Emergency email address

anna.molinaro@obre.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☐ No

☒ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☐ The condition report has been provided

☒ The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act OBrien Real Estate Blackburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by OBrien Real Estate Blackburn subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or OBrien Real Estate Blackburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Real Estate Blackburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement. The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

OBrien Real Estate Blackburn will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or OBrien Real Estate Blackburn should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to OBrien Real Estate Blackburn.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to OBrien Real Estate Blackburn within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by OBrien Real Estate Blackburn will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. OBrien Real Estate Blackburn does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to OBrien Real Estate Blackburn at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or OBrien Real Estate Blackburn a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify OBrien Real Estate Blackburn immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by OBrien Real Estate Blackburn from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, OBrien Real Estate Blackburn or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify OBrien Real Estate Blackburn in writing.

64. Urgent Repairs

The Renter acknowledges that OBrien Real Estate Blackburn is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact OBrien Real Estate Blackburn during business hours or after hours information service on 03 9894 2044 or OBrien Real Estate Blackburn approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or OBrien Real Estate Blackburn. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or OBrien Real Estate Blackburn may impose reasonable conditions. It is not unreasonable for the Rental Provider or OBrien Real Estate Blackburn to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or OBrien Real Estate Blackburn to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or OBrien Real Estate Blackburn has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or OBrien Real Estate Blackburn for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of OBrien Real Estate Blackburn as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or OBrien Real Estate Blackburn the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by OBrien Real Estate Blackburn;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to OBrien Real Estate Blackburn during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide OBrien Real Estate Blackburn with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of OBrien Real Estate Blackburn. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and OBrien Real Estate Blackburn if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or OBrien Real Estate Blackburn but such notice shall only become effective on receipt by the Rental Provider or OBrien Real Estate Blackburn.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Administration Fee:

The Rental Provider agrees to pay an administration cost of \$220 inc gst in order for the agent to facilitate a tenancy transfer that may arise. The Rental Provider will be reimbursed the costs from the Renter.

Renter Acknowledgement

1. *Domenic Amuso viewed and acknowledged at Tue, 22/02/2022 15:36 from device: Windows 10 Other Chrome 98.0.4758*

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

☒ Yes ☐ No

Comments

I intend to sell the property in 1 -2 years from now based on good market conditions. Nothing formal as yet...just started a conversation

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

My agent has the dates

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

1. *Domenic Amuso viewed and acknowledged at Tue, 22/02/2022 15:36 from device: Windows 10 Other Chrome 98.0.4758*

Privacy Collection Notice

As professional property managers **OBrien Real Estate Blackburn** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9894 2044

Primary Purpose

As professional property managers, **OBrien Real Estate Blackburn** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **OBrien Real Estate Blackburn** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

OBrien Real Estate Blackburn also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **OBrien Real Estate Blackburn** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **OBrien Real Estate Blackburn** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **OBrien Real Estate Blackburn** privacy policy can be viewed without charge on the **OBrien Real Estate Blackburn** website; or contact your local **OBrien Real Estate Blackburn** office and we will send or email you a free copy.

Disclaimer

OBrien Real Estate Blackburn its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **OBrien Real Estate Blackburn** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Raghavendra Rojkhird**



Signed at Tue, 22/02/2022 18:14 , from device: Android 11 Samsung SM-G973F Chrome Mobile 98.0.4758

Renter(s)

Renter : **Domenic Amuso**



Signed at Tue, 22/02/2022 15:38 , from device: Windows 10 Other Chrome 98.0.4758

AUDIT TRAIL

Domenic Amuso (Renter)

- Tue, 22/02/2022 15:34 - Domenic Amuso clicked 'start' button to view the Residential Rental Agreement (Windows 10 Other Chrome 98.0.4758, IP: 110.145.47.107)
- Tue, 22/02/2022 15:38 - Domenic Amuso signed the Residential Rental Agreement (Windows 10 Other Chrome 98.0.4758, IP: 110.145.47.107)
- Tue, 22/02/2022 15:38 - Domenic Amuso submitted the Residential Rental Agreement (Windows 10 Other Chrome 98.0.4758, IP: 110.145.47.107)

Raghavendra Rojkhird (Rental Provider)

- Tue, 22/02/2022 18:12 - Raghavendra Rojkhird clicked 'start' button to view the Residential Rental Agreement
- Tue, 22/02/2022 18:14 - Raghavendra Rojkhird signed the Residential Rental Agreement
- Tue, 22/02/2022 18:14 - Raghavendra Rojkhird submitted the Residential Rental Agreement

AGREEMENT END

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: RAGHAVENDRA RAO ROJKHIRD and BHARGAVI MURLIDHAR RAO

PROPERTY: 310 8 WELLINGTON Road BOX HILL VIC 3128

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):.....NATIONAL AUSTRALIA BANK LTD

of:..

(b) Amount secured \$.....

Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.

Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../20

(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../20

SIGNATURE OF VENDOR(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

A. The particulars provided by the Vendors in this Statement are accurate.

B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.

C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../20

SIGNATURE OF PURCHASER(S)