CONTRACT OF SALE

VENDOR: Alyssa Nicole Gissara
PROPERTY: Unit 214 5 Beavers Road NORTHCOTE VIC 3070

VENDORS CONVEYANCER
Absolute Conveyancing Solutions

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Bedourie Bay Pty Ltd (t/as Absolute Conveyancing Solutions) holds Licence No 000306L under the Conveyancers Act 2006
Elizabeth Leonora Barbaro Licence No 000305L under the Conveyancers Act 2006

Ref: 24/7806

CONTRACT OF SALE OF REAL ESTATE

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Property Address: Unit 214 5 Beavers Road NORTHCOTE VIC 3070

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

The terms of this contract are contained in the:

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

In that order of priority.

IMPORTANT NOTICE TO PURHASERS

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 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER .....

.....on ...../...../20.....

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

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.

Particulars of Sale

VENDOR'S ESTATE AGENT

O'Brien Real Estate Blackburn
98 South Parade BLACKBURN VIC 3130
Tel: (03) 9894 2044
Email: anthony.molinaro@obrienrealestate.com.au

VENDOR

Alyssa Nicole Gissara

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Absolute Conveyancing Solutions
P.O. Box 1070 Niddrie Vic 3042
Tel: (03) 9379 9655
Email: elizabeth@absoluteconveyancing.com.au

PURCHASER

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

Tel: Fax: Email:

PROPERTY ADDRESS
The address of the property is:

Unit 214 5 Beavers Road NORTHCOTE VIC 3070

LAND (General Conditions 3 & 9)

The land is –
Described in the table below -

Certificate of Title reference	Being lot	On plan
Volume 11932 Folio 939	214	PS747681F

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (General Condition 2.2(f)
(List or attach a Schedule)
All existing floor coverings, electric light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT
(General Condition 11)

Price

Deposit _____ by
(of which $ has been paid)

Balance $ payable at settlement

GST (General Condition 13)
The price includes GST (if any) unless the words '**plus GST**' appear in this box:

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

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

GST – RESIDENTIAL WITHHOLDING PAYMENT
If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the ***Taxation Administration Act 1953 (Cth)*** (see template attached).

SETTLEMENT
(General Condition 10)
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 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,

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

TERMS CONTRACT
(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to General Condition 23

LOAN
(General Condition 14) –
The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: $

Approval date:

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

SPECIAL CONDITIONS

Special Conditions

1. **Whole Agreement** - The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

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

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

4. **Director's Guarantee and Warranty** - In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. **Foreign Acquisition** - The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act* 1975 all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. **Foreign resident capital gains withholding**

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

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

   6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of $750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

   6.4 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.

   6.5 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 special condition; and

   b) ensure that the representative does so.

   6.6 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 special 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 special condition; despite:
d) any contrary instructions, other than from both the purchaser and the vendor; and
e) any other provision in this contract to the contrary.

6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

6.8 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.

6.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *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.

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

7 **Electronic Conveyancing** Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

7.3 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*
c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*

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

7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

7.6 Settlement occurs when the workspace records that:
a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

7.8 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.

7.9 The vendor must:

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

b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

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

d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

8 GST Withholding

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

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

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

8.4 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 special condition; and

b) ensure that the representative does so.

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

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 special 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 special condition; despite:

d) any contrary instructions, other than from both the purchaser and the vendor; and
e) any other provision in this contract to the contrary.

8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
a) so agreed by the vendor in writing; and
b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, 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.
e) The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

8.8 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.

8.9 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.

8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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.

8.12 This special condition will not merge on settlement.

9 Default Interest: Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of sixteen per centum (16%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under Condition 26 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 26 shall not apply to this Contract of Sale.

10 Settlement Re-Scheduling Fee

The Purchaser agrees to pay the Vendor's Conveyancer costs of $220.00 (GST inclusive) to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Conveyancer at settlement.

11. Land Tax

Where the Day of Sale is 1 January 2024 or later, and the Sale Price is less than $10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendors Land Tax at Settlement or otherwise.

Notice to Purchaser

Property: Unit 214 5 Beavers Road NORTHCOTE VIC 3070

Vendor: Alyssa Nicole Gissara

The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

Contract of Sale – General Conditions

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

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

1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.

2.2 The vendor warrants that the vendor:
- (a) has or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

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

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

8.1 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.

8.2 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 8.4, 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.

8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
- (b) Keep the date of birth of the vendor secure and confidential.

8.4 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.

8.5 Subject to general condition 8.6, 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.

8.6 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 8.5 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.

8.7 A release for the purposes of general condition 8.4(a) must be in writing.

8.8 A release for the purposes of general condition 8.4(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.

8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

8.10 In addition to ensuring that a release is received under general condition 8.4(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.

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

8.12 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 8.11.

8.13 If settlement is delayed under general condition 8.12 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.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

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

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

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

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

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

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

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) up to $1,000 in cash; or

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

(c) by electronically transferring the payment in the form of cleared funds. 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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

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

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

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

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

(ii)if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

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

(c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

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

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

12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.
However, the purchaser must pay to the vendor any GST payable by the vendor:
(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
(c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(b) 'GST' includes penalties and interest.

14. Loan

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

14.2The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
(a) immediately applied for the loan; and
(b) did everything reasonably required to obtain approval of the loan; and
(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.

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

15. Adjustments

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

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

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
(d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section29M of the **Sale of Land Act 1962**; and

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

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

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

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

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

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

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

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

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

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

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

24. Loss or damage before settlement

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____

Due diligence checklist

What you need to know before buying a residential property
Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (consumer.vic.gov.au/due diligence checklist).

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 owner's 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.

CONSUMER AFFAIRS VICTORIA

SECTION 32 STATEMENT

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

VENDOR: Alyssa Nicole Gissara
PROPERTY: Unit 214 5 Beavers Road NORTHCOTE VIC 3070

VENDORS CONVEYANCER

Absolute Conveyancing Solutions

All correspondence: PO Box 1070 Niddrie Vic 3042
Tel: (03) 9379 9655

Email: elizabeth@absoluteconveyancing.com.au

Bedourie Bay Pty Ltd (t/as Absolute Conveyancing Solutions) holds Licence No 000306L under the Conveyances Act 2006
Elizabeth Leonora Barbaro holds Licence No 000305L under the Conveyancing Act 2006

Ref: 24/7806

Vendor: Alyssa Nicole Gissara

Property: Unit 214 5 Beavers Road NORTHCOTE VIC 3070

1. Financial matters in respect of the land
Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

(a) are contained in the attached certificate/s.

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:

a. Their total does not exceed $6,000.00

b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:
Nil to the Vendor's knowledge

2. Insurance details in respect of the land
(a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:
No such insurance has been effected

(b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:
No such insurance has been effected

3. Matters relating to land use
(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

Description: As set out in the attached Certificate of Title

Particulars of any existing failure to comply with the terms of that 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.

(b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*

(c) There is access to the property by road.

(d) in the case of land to which a planning scheme applies a statement specifying—

(i) name of the planning scheme: Darebin Planning Scheme
(ii) name of the responsible authority: City of Darebin
(iii) zoning of the land: Commercial 1 Zone
(iv) name of any planning overlay affecting the land: Development Contribution PlanOverlay

are contained in the attached certificate/s.

4. Notices made in respect of land

(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 property of which the vendor might reasonably be expected to have knowledge:

Unless contained in the attached certificate/s and/or statement/s, none to the Vendor's 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) whether there are 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:

Unless contained in the attached certificate/s and/or statement/s, 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***.

Unless contained in the attached certificates/ and/or statement/s, none to the Vendor's 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.

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):
See attached Occupancy Permit

6. Information relating to any owners corporation

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 and attached is a copy* of the current owners corporation certificate issued in respect of the land under section 151 of the ***Owners Corporations Act 2006.***

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. Disclosure of non-connected services

The following services are

Service	Disclosure Status
(a) electricity supply	Connected to the land
(b) gas supply	Connected to the land
(c) water supply	Connected to the land
(d) sewerage	Connected to the land
(e) telephone services	Available to the land

9. Due Diligence Checklist

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

10. Evidence of title

Attached are copies of 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 and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;

(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 vendor's title to the land;

(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

(d) in the case of land that is subject to a subdivision—

(i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or

(ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

(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.

The day of this Statement is the .....day of 2024

Signed by the Vendor.....

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

The day of this Acknowledgement is the .....day of.....2024

Signed by the Purchaser.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor

must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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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 11932 FOLIO 939 Security no : 124112419717J
Produced 06/02/2024 01:25 PM

LAND DESCRIPTION

Lot 214 on Plan of Subdivision 747681F.
PARENT TITLES :

Volume 04758 Folio 584	Volume 05007 Folio 393	Volume 05063 Folio 584
Volume 08146 Folio 157	Volume 08388 Folio 691	Volume 08462 Folio 925
Volume 09050 Folio 799	Volume 10194 Folio 332	Volume 11638 Folio 330

Created by instrument PS747681F 17/11/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ALYSSA NICOLE GISSARA of APARTMENT 214 5 BEAVERS ROAD NORTHCOTE VIC 3070
AQ541092N 12/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ541093L 12/12/2017
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 PS747681F 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 214 5 BEAVERS ROAD NORTHCOTE VIC 3070

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 12/12/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS747681F
OWNERS CORPORATION 2 PLAN NO. PS747681F

DOCUMENT END

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SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 2

PLAN NUMBER
PS 747681F

LOCATION OF LAND

PARISH: JIKA JIKA

TOWNSHIP: —

SECTION: —

CROWN ALLOTMENT: —

CROWN PORTION: 112 (PART)

TITLE REFERENCES: VOL.4758 FOL.584, VOL.5007 FOL.393, VOL.5063 FOL.584, VOL.8146 FOL.157, VOL.8368 FOL.691, VOL.8462 FOL.925, VOL.9050 FOL.799, VOL.10194 FOL.332, VOL.11636 FOL.330

LAST PLAN REFERENCE: TP 441389T LOTS 1 & 2, TP 571957E LOTS 1, 2 &3, TP 603810P LOTS 1 & 2, LP 40667 LOTS 1, 2, 3 & 5, TP 112017V LOT 1, PC 372619N

POSTAL ADDRESS: (at time of subdivision) 445-453 HIGH STREET, 1-13 BEAVERS ROAD NORTHCOTE VIC 3070

MGA CO-ORDINATES: (of approximate centre of land in plan) E 323 705 N 5 818 160 ZONE: 55 GDA 94

Council Name: Darebin City Council

Council Reference Number: SUB/267/2016
Planning Permit Reference: D/936/2016
SPEAR Reference Number: S094982J

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied

Digitally signed by: Laura Palermo for Darebin City Council on 10/11/2017

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NUMBER OF LOTS IN THIS PLAN: 115 (112 APARTMENTS AND 3 RETAIL)

TOTAL AREA OF LAND IN THIS PLAN: 2799m²

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS, COMMON PROPERTY No. 2 AND COMMON PROPERTY No. 3.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

BOUNDARIES MARKED "M" - MEDIAN OF WALLS

ALL OTHER BOUNDARIES: INTERIOR FACE (REFER TO SEC 10 (4) SUBDIVISION (REGISTRARS REQUIREMENTS) REGULATIONS 2011).

EXCEPT FOR BOUNDARIES MARKED "M", THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINES BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY No.1.

ALL PARTYWALL EASEMENTS CREATED BY LP 40667 WILL MERGE UPON REGISTRATION OF THIS PLAN.

DIMENSIONS SHOWN THUS 34.14" ARE MEASURED TO THE EXPOSED FACE OF THE BUILDING.

BUILDING ELEMENTS (NON-BOUNDARY) ARE SHOWN THUS ----------

REFER TO SHEET 2 FOR LOT INDEX

OTHER PURPOSE OF THIS PLAN - REMOVAL OF EASEMENT:
EASEMENT TO BE REMOVED
EASEMENTS FOR DRAINAGE AND PASSAGEWAY CREATED BY LP040667 AND ANY EASEMENTS AFFECTING THE SAME.
GROUNDS FOR REMOVAL
IN ACCORDANCE WITH PLANNING PERMIT D/936/2016

ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1.
THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF

THIS IS A SPEAR PLAN

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. D/936/2016

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). JIKA JIKA PM 588

IN PROCLAIMED SURVEY AREA No. ———

REF: 22802/1PS | VERSION: L | DATE: 06/10/17 22802-1-PS-M-L.DGN | ORIGINAL SHEET SIZE A3 | SHEET 1 OF 20 SHEETS

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Melbourne Victoria 3000
p (03) 8669 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

Digitally signed by: David McLennan (Reeds Consulting Pty Ltd).
Surveyor's Plan Version (L).
25/10/2017, SPEAR Ref: S094982J

PLAN REGISTERED
TIME: 3:19pm DATE: 17/11/2017
Assistant Registrar of Titles

Amended by: David McLennan 17/11/2017

LOT INDEX SHEET

PLAN NUMBER
PS 747681F

LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
1	1	3	301	2	12,4 (5)						
2	1	3	302	2	12,7 (8)						
3	1	3	303	2	12,7 (8)						
			304	3	12,4,7 (6,8)						
1G	2	3,4 (6)	305	2	12,7 (8)						
2G	2	3,7 (9)	306	3	12,7 (9)						
3G	3	3,4 (5,6)	307	2	12,4 (5)						
4G	3	3,4 (5,6)	308	2	12,7 (8)						
5G	2	3,4 (6)	309	2	12,4 (5)						
6G	2	3,7 (8)	310	2	12,7 (9)						
7G	2	3,7 (9)	311	2	12,7 (9)						
8G	2	3,4 (6)	312	2	12,7 (9)						
9G	3	3,7 (9)	313	2	12,7 (8)						
10G	2	3,7 (8)	314	3	12,4 (5)						
11G	2	3,7 (8)	315	2	12,4 (5)						
12G	3	3,4 (5,6)	316	3	12,4,7 (5,9)						
13G	2	3,7 (8)									
14G	2	3,7 (8)	401	2	13,4 (5)						
15G	2	3,7 (9)	402	2	13,7 (8)						
16G	2	3,4 (6)	403	2	13,7 (8)						
			404	3	13,4,7 (5,8)						
101	2	10,7 (8)	405	2	13,7 (8)						
102	2	10,7 (8)	406	3	13,4,7 (5,9)						
103	2	10,7 (8)	407	2	13,4 (5)						
104	2	10,4 (6)	408	2	13,7 (8)						
105	2	10,7 (8)	409	2	13,4 (5)						
106	2	10,7 (8)	410	3	13,4 (6)						
107	2	10,7 (8)	411	2	13,7 (9)						
108	2	10,7 (9)	412	2	13,4 (5)						
109	2	10,7 (9)	413	3	13,4,7 (5,9)						
110	3	10,4,7 (5,8)									
111	2	10,7 (9)	501	2	14,4 (6)						
112	2	10,7 (8)	502	2	14,7 (8)						
113	2	10,7 (9)	503	2	14,7 (8)						
114	2	10,7 (8)	504	3	14,4 (5,6)						
115	2	10,7 (9)	505	2	14,7 (8)						
116	2	10,7 (9)	506	3	14,7 (8,9)						
117	2	10,7 (9)	507A	3	14,4 (5)						
118	2	10,7 (9)	509	2	14,4 (6)						
119	3	10,7 (9)									
120	2	10,7 (8)	601	3	15,4 (6)						
121	2	10,7 (8)	602	3	15,4 (5,6)						
122	2	10,7 (9)	603	2	15,7 (8)						
123	2	10,4 (6)	604	2	15,7 (9)						
124	2	10,4 (5)	605	2	15,7 (9)						
125	2	10,4 (5)	606	3	15,4,7 (6,9)						
126	2	10,4 (6)									
			701	3	16,4 (5)						
201	3	11,7 (8,9)	702	3	16,4,7 (5,9)						
202	2	11,7 (8)	703	2	16,7 (9)						
203	2	11,7 (8)	704	3	16,4 ,7 (5,9)						
204	3	11,7 (8)	705	2	16,7 (9)						
205	2	11,7 (8)	706	3	16,4 (6)						
206	3	11,7 (8,9)									
207	2	11,7 (9)									
208	2	11,7 (6)									
209	2	11,7 (8)									
210	3	11,7 (8,9)									
211	2	11,4 (5)									
212	2	11,7 (9)									
213	3	11,7 (8)									
214	2	11,7 (8)									
215	3	11,4,7 (5,9)									
216	3	11,4,7 (5,9)									
217	3	11,7 (8)									
218	3	11,4 (5,6)									
219	2	11,4 (5)									
220	3	11,4,7 (5,9)									

(No.) - INDICATES ENLARGEMENT SHEET NUMBER

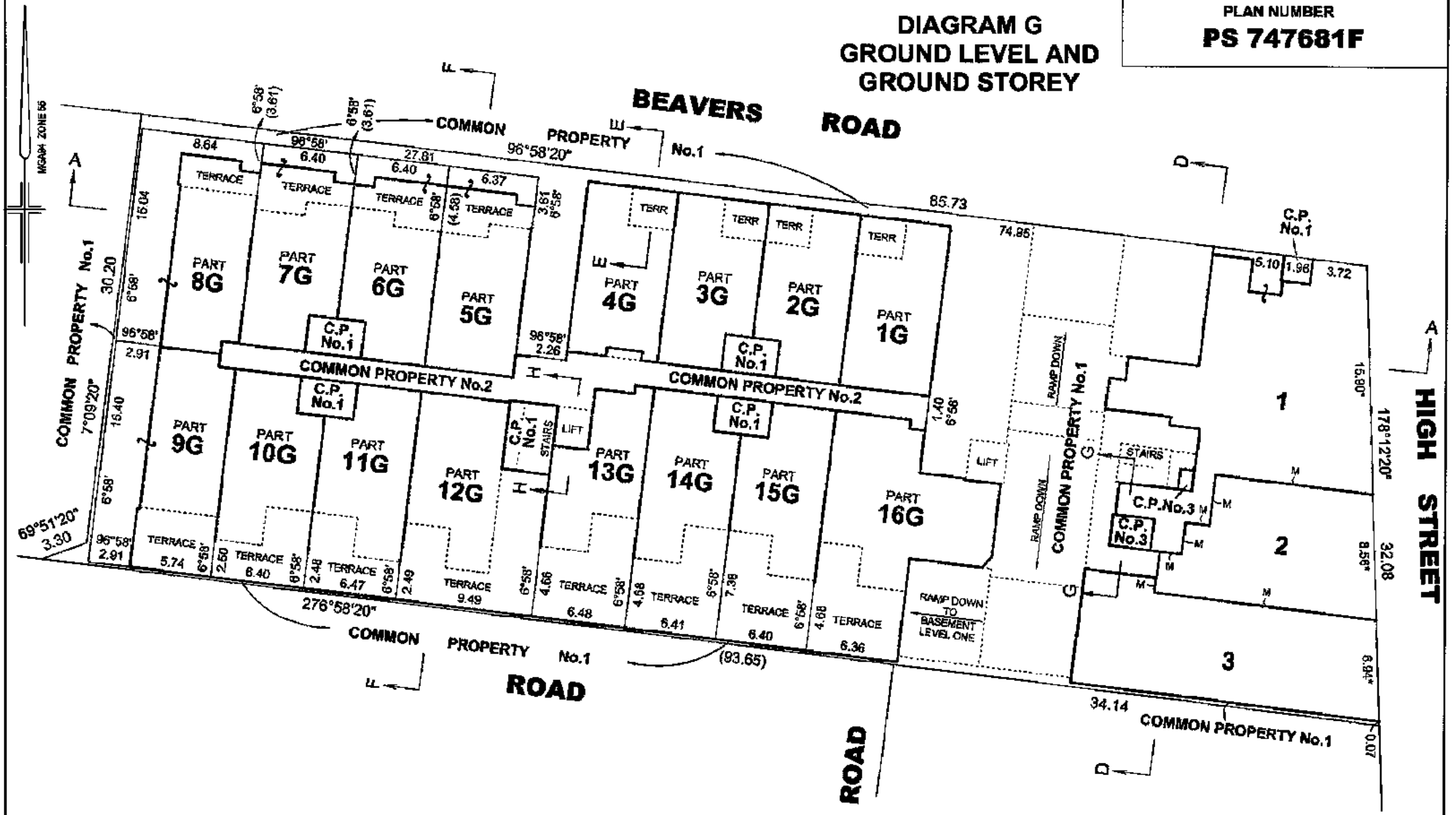
REF:	VERSION:	DATE: 16/02/18		ORIGINAL SHEET SIZE A3	SHEET 2
22802/1PS	**M**	22802-1-PS-M-M.DGN			

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LICENSED SURVEYOR
DAVID McLENNAN
.....

DIAGRAM G
GROUND LEVEL AND GROUND STOREY

PLAN NUMBER
PS 747681F



REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

SCALE 1:250 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

REEDS CONSULTING

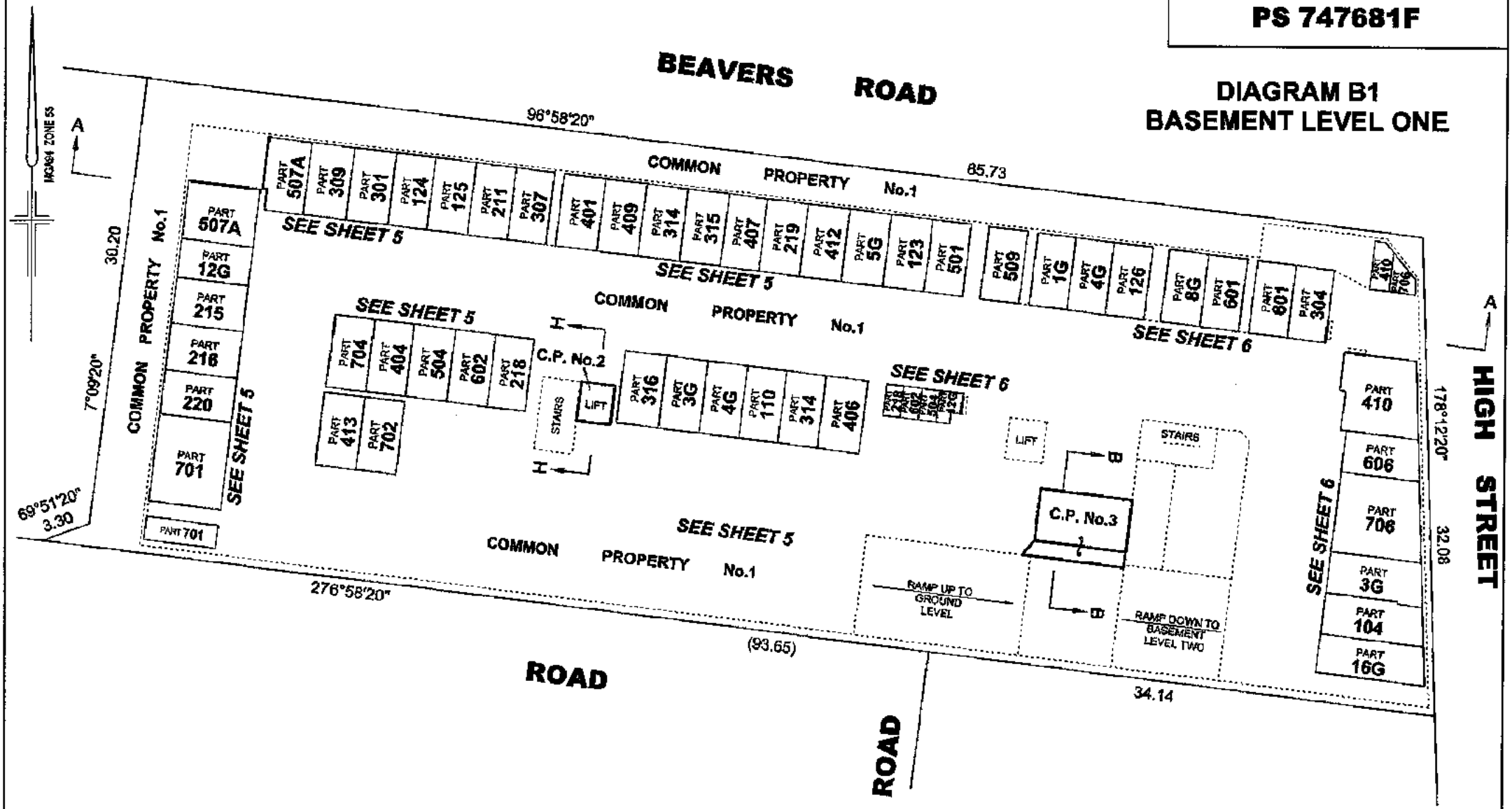
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LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER

PS 747681F

DIAGRAM B1
BASEMENT LEVEL ONE



REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

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SCALE 1:250

5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR

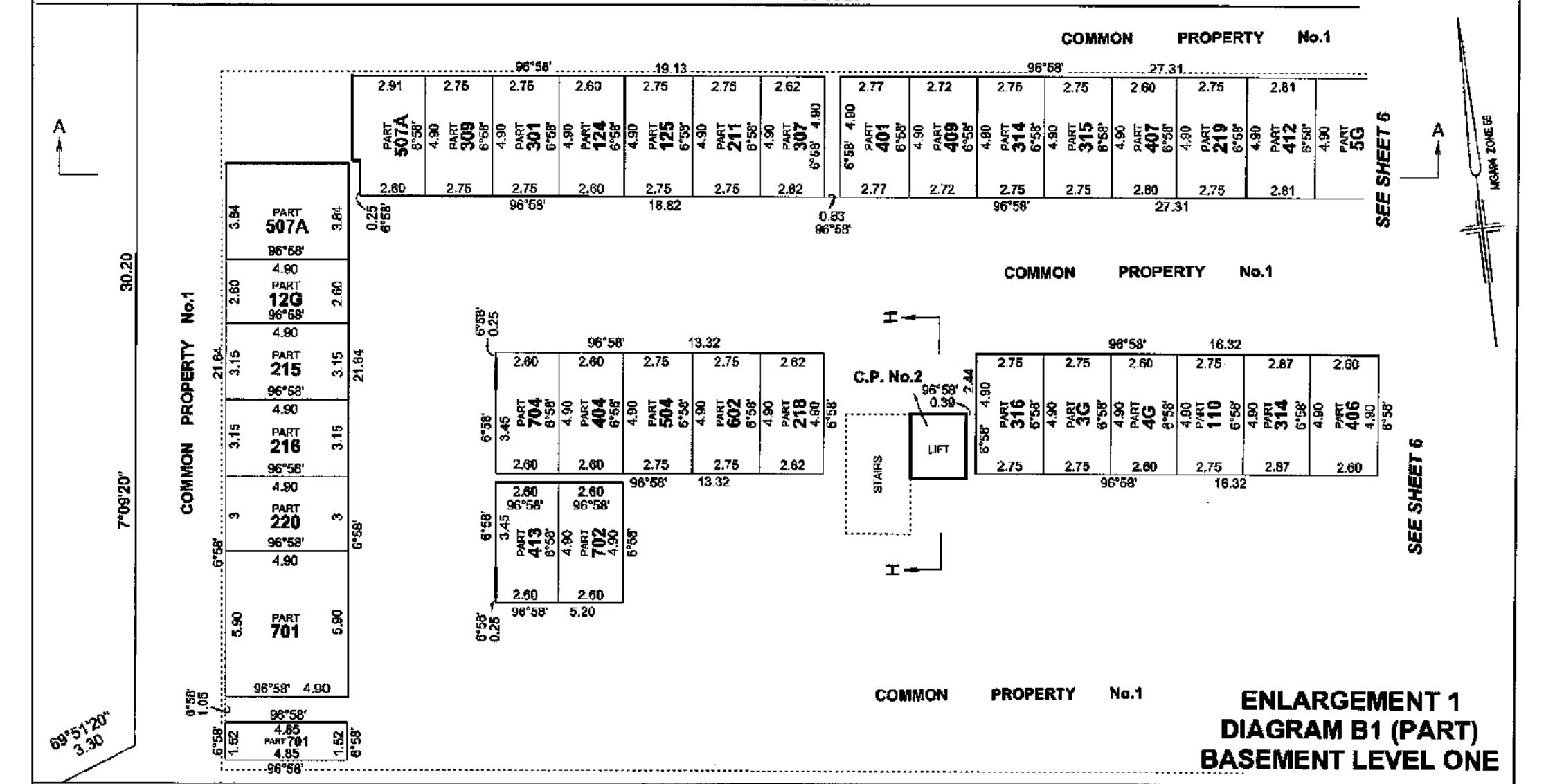
DAVID McLENNAN

PLAN NUMBER
PS 747681F

BEAVERS ROAD

96°58'20"

COMMON PROPERTY No.1



COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

ENLARGEMENT 1
DIAGRAM B1 (PART)
BASEMENT LEVEL ONE

NOT TO SCALE

ROAD

276°58'20"

REF:	VERSION:	DATE:
22802/1PS	M	16/02/16
		22802-1-PS-M-M.DGN

SCALE 1:150

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR

DAVID McLENNAN

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PLAN NUMBER
PS 747681F

BEAVERS ROAD

96°58'20"

SEE SHEET 5

SEE ENLARGEMENT 4

PART 412 | PART 5G | PART 123 | PART 501 | PART 509 | PART 1G | PART 4G | PART 126 | PART 8G | PART 601 | PART 601 | PART 304 | PART 410 | PART 706

COMMON PROPERTY No.1

SEE ENLARGEMENT 3

PART 218 | PART 602 | PART 504 | PART 12G

ENLARGEMENT 3
NOT TO SCALE

COMMON PROPERTY No.1

SEE SHEET 5

LIFT

STAIRS

C.P. No.3

RAMP UP TO GROUND LEVEL

RAMP DOWN TO BASEMENT LEVEL TWO

COMMON PROPERTY No.1

ENLARGEMENT 2
DIAGRAM B1 (PART)
BASEMENT LEVEL ONE
NOT TO SCALE

ENLARGEMENT 4
NOT TO SCALE

C.P. No.1

PART 410 | PART 706 | PART 606 | PART 706 | PART 3G | PART 104 | PART 16G

HIGH STREET

MGA94 ZONE 55

ROAD

276°58'20" 34.14

REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

SCALE 1:150 (LENGTHS ARE IN METRES)

ORIGINAL SHEET SIZE A3

SHEET 6

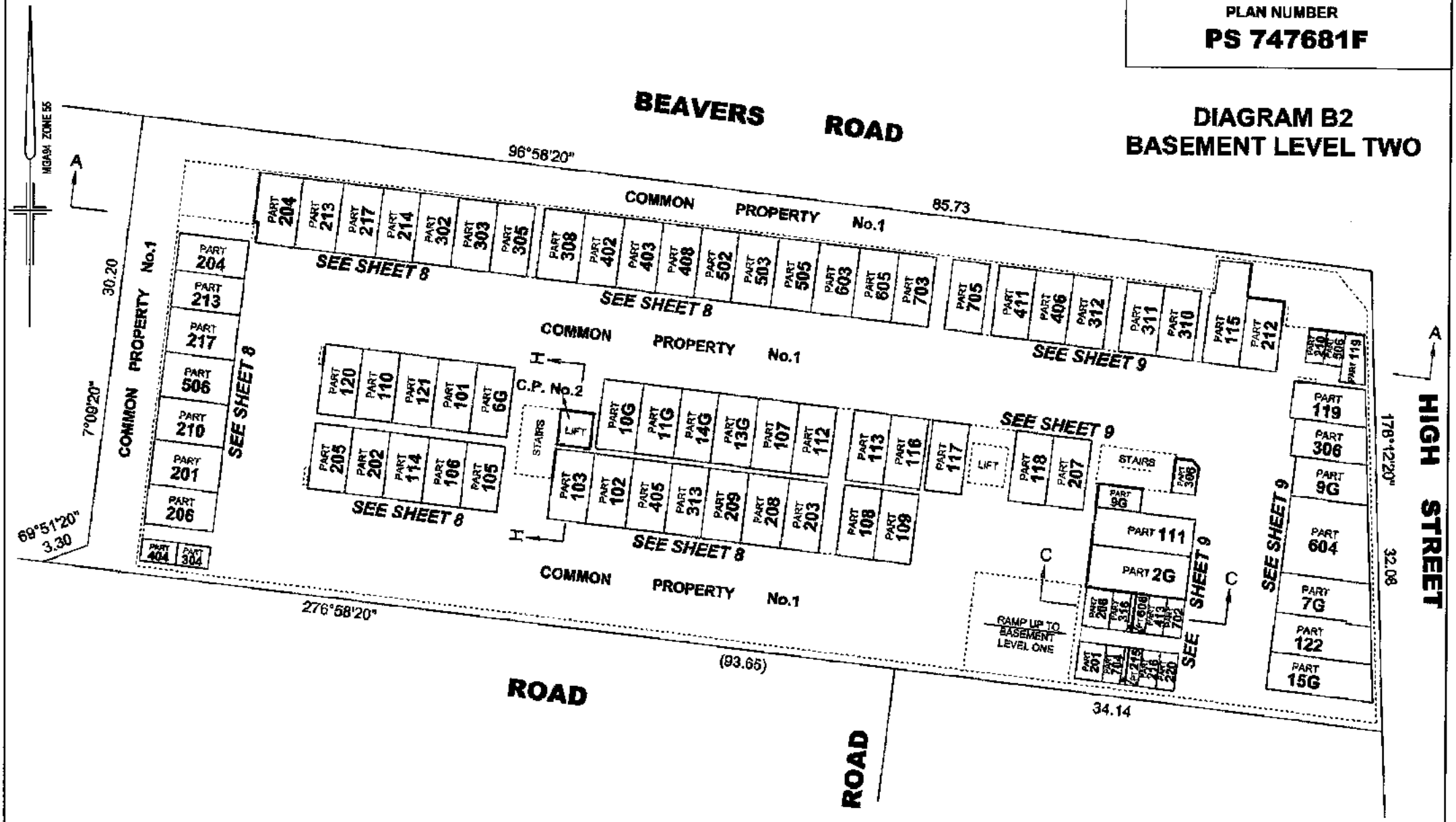
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LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER

PS 747681F

DIAGRAM B2
BASEMENT LEVEL TWO



REF:	VERSION:	DATE:
22802/1PS	M	16/02/18

22802-1-PS-M-M.DGN

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SCALE 1:250

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

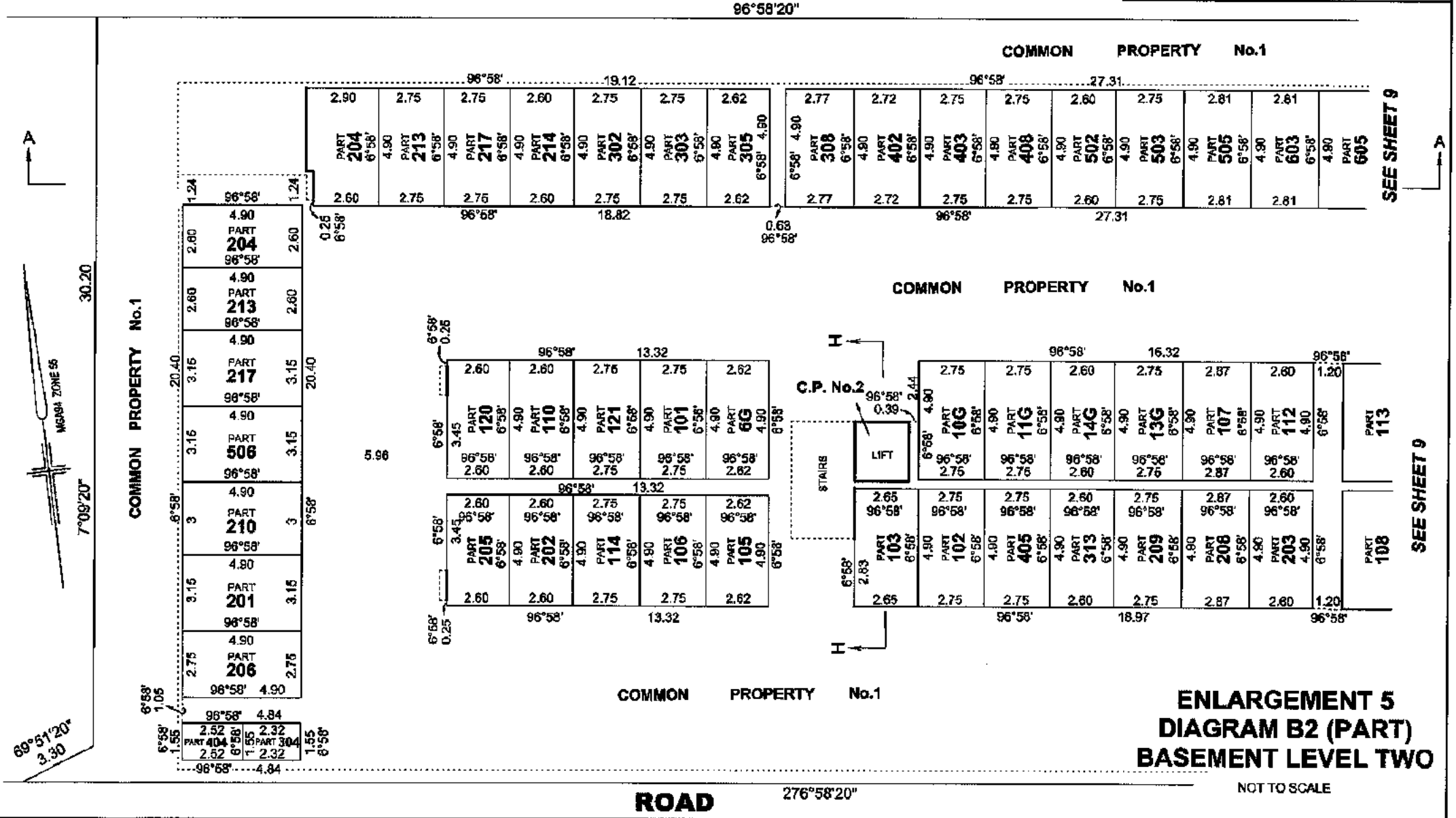
SHEET 7

LICENSED SURVEYOR

DAVID McLENNAN

PLAN NUMBER
PS 747681F

BEAVERS ROAD



ENLARGEMENT 5
DIAGRAM B2 (PART)
BASEMENT LEVEL TWO

NOT TO SCALE

REF:	VERSION:	DATE: 16/02/18
22802/1PS	M	22802-1-PS-M-M.DGN

SCALE 1:150 (LENGTHS ARE IN METRES)

ORIGINAL SHEET SIZE A3

SHEET 8

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LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

BEAVERS ROAD

96°58'20"

COMMON PROPERTY No.1

SEE SHEET 8

SEE ENLARGEMENT 7

COMMON PROPERTY No.1

SEE SHEET 8

STAIRS

LIFT

COMMON PROPERTY No.1

RAMP UP TO BASEMENT LEVEL ONE

SEE ENLARGEMENT 8

HIGH STREET

178°12'20"

MGA94 ZONE 55

ENLARGEMENT 6
DIAGRAM B2 (PART)
BASEMENT LEVEL TWO

NOT TO SCALE

ENLARGEMENT 7

NOT TO SCALE

C.P.No.1

ENLARGEMENT 8

NOT TO SCALE

COMMON PROPERTY No.1

ROAD

276°58'20" 34.14

REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

SCALE 1:150 (LENGTHS ARE IN METRES)

ORIGINAL SHEET SIZE A3

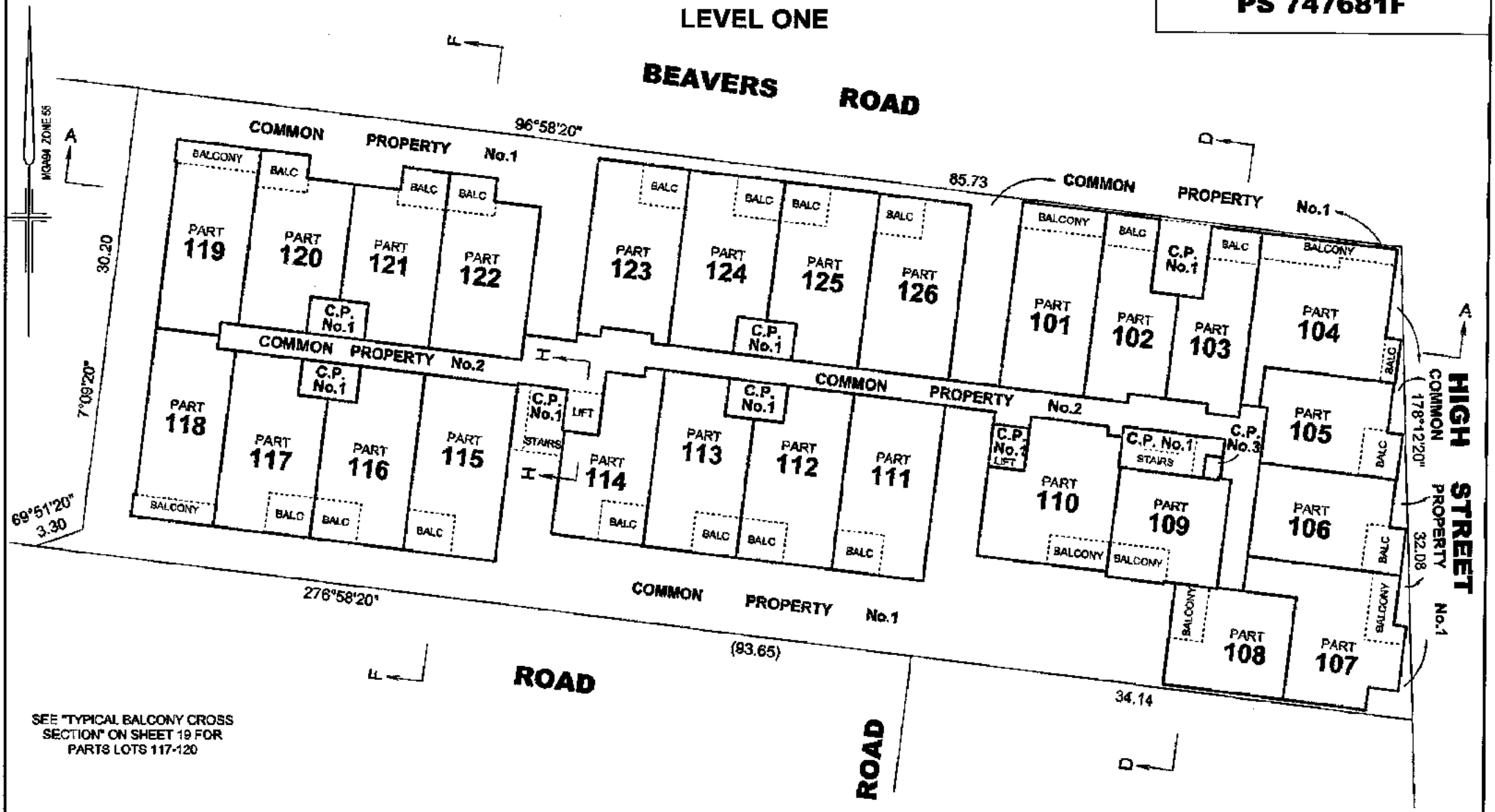
SHEET 9

LICENSED SURVEYOR
DAVID McLENNAN

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DIAGRAM 1
LEVEL ONE

PLAN NUMBER
PS 747681F



SEE "TYPICAL BALCONY CROSS SECTION" ON SHEET 19 FOR PARTS LOTS 117-120

REF:	VERSION:	DATE:
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		22802-1-PS-M-M.DGN

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SCALE 1:250
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LENGTHS ARE IN METRES

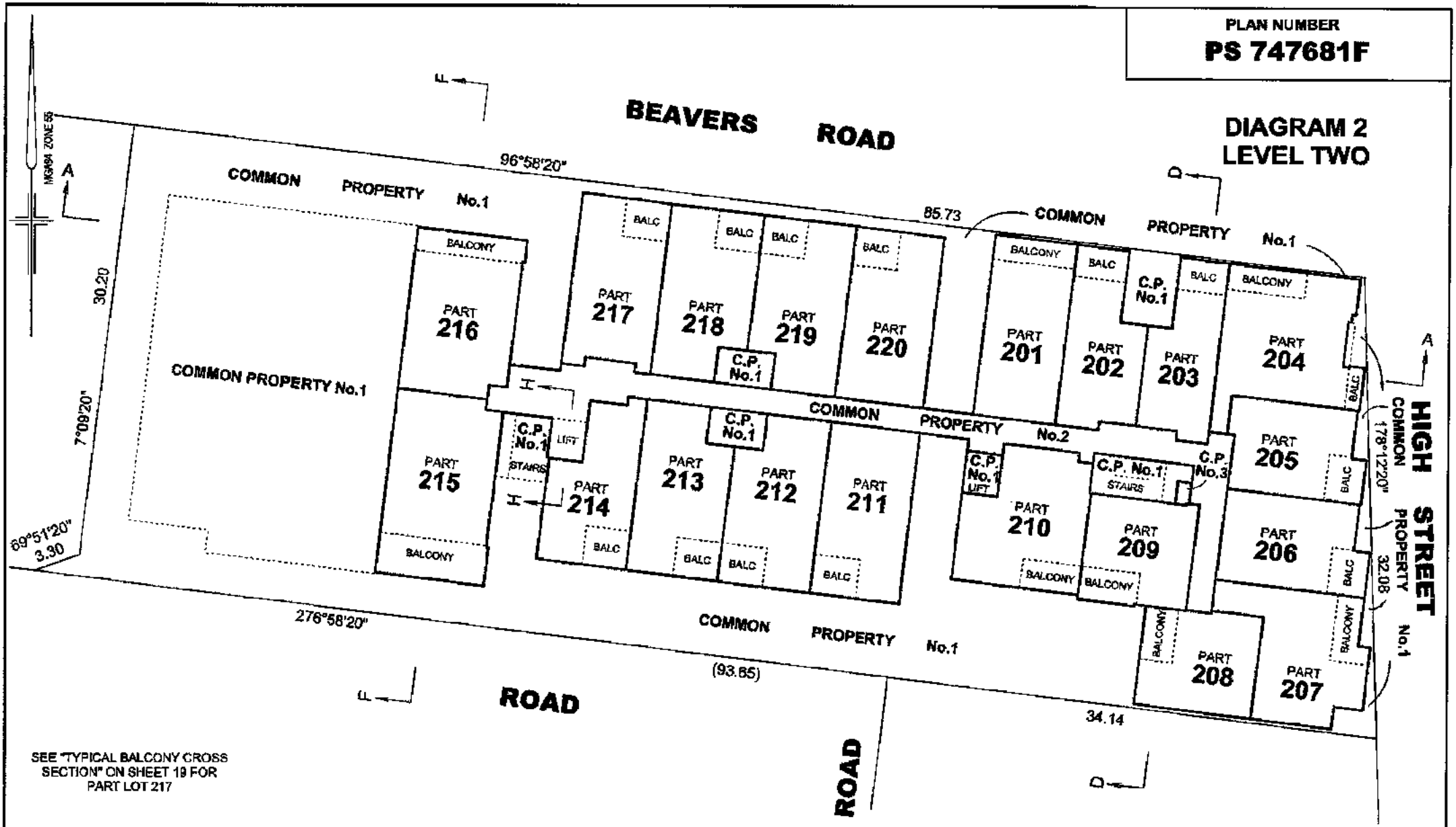
ORIGINAL SHEET SIZE A3

SHEET 10

LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

DIAGRAM 2
LEVEL TWO



SEE "TYPICAL BALCONY CROSS SECTION" ON SHEET 19 FOR PART LOT 217

REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

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SCALE 1:250
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LENGTHS ARE IN METRES

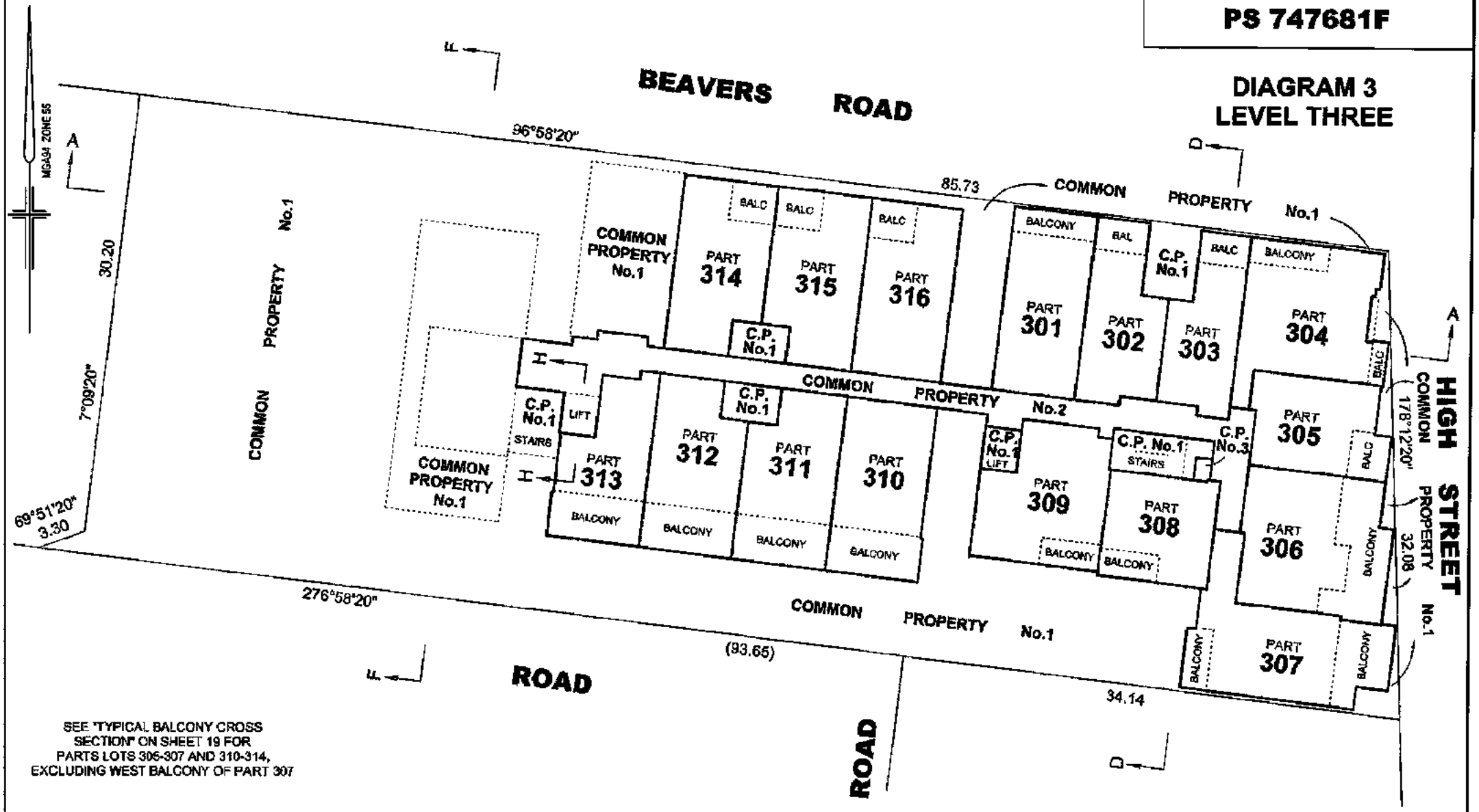
ORIGINAL SHEET SIZE A3

SHEET 11

LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

DIAGRAM 3
LEVEL THREE



SEE "TYPICAL BALCONY CROSS SECTION" ON SHEET 19 FOR PARTS LOTS 305-307 AND 310-314, EXCLUDING WEST BALCONY OF PART 307

REF:	VERSION:	DATE: 16/02/18
22802/1PS	M	22802-1-PS-M-M.DGN

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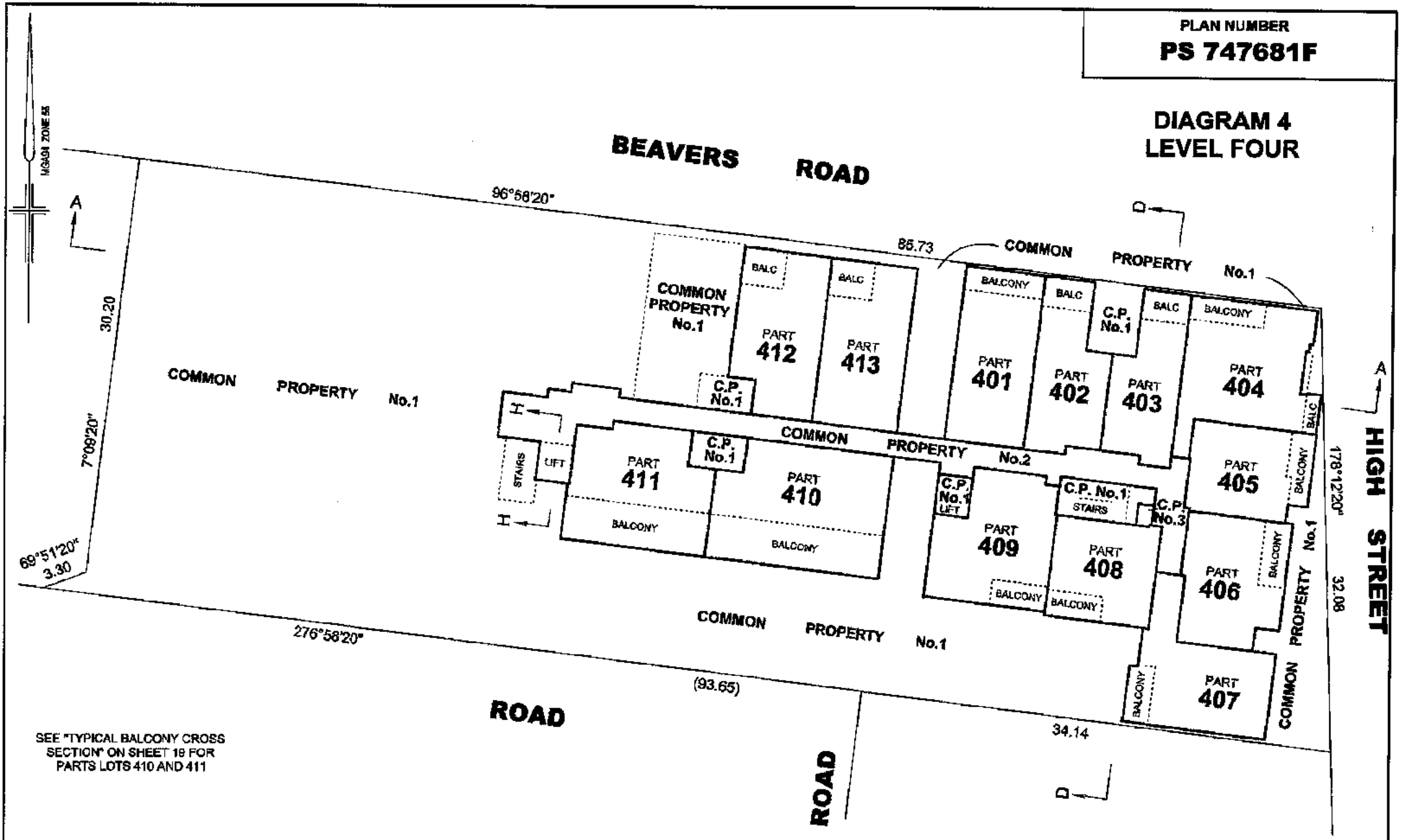
ORIGINAL SHEET SIZE A3

SHEET 12

LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

DIAGRAM 4
LEVEL FOUR



REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

SCALE 1:250 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

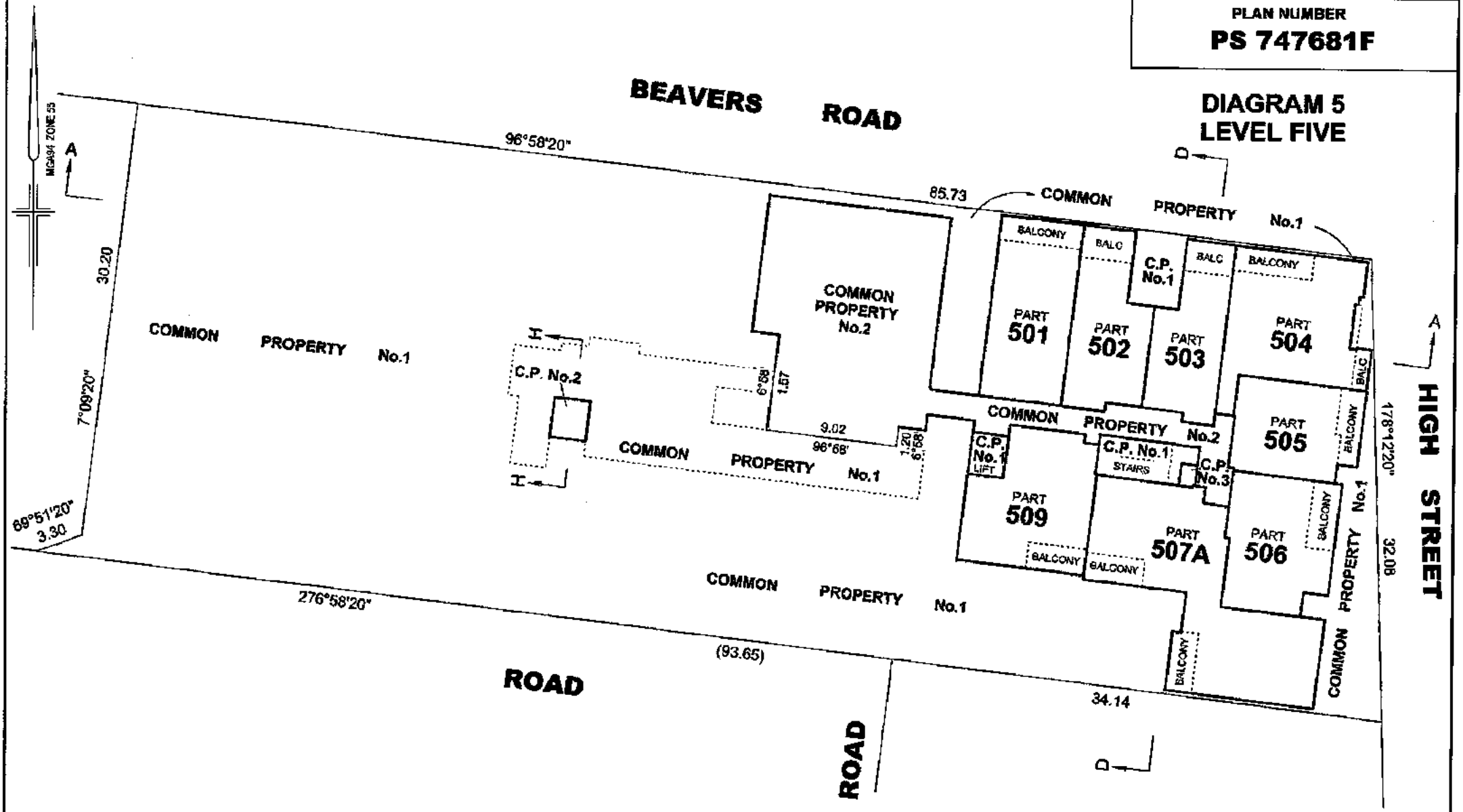
SHEET 13

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LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

DIAGRAM 5
LEVEL FIVE



REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

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SCALE 1:250
0 5 10 15 20
LENGTHS ARE IN METRES

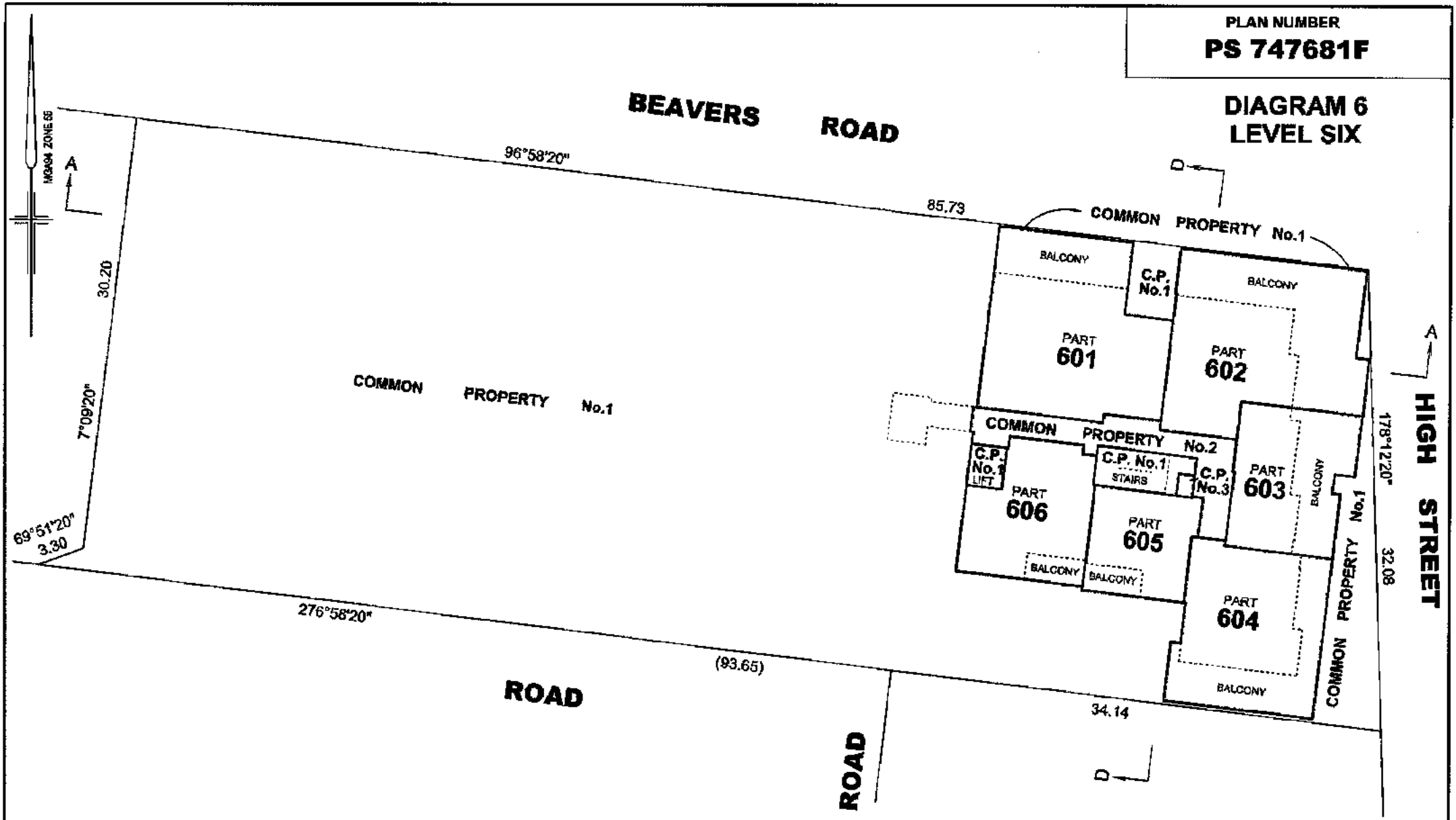
ORIGINAL SHEET SIZE A3

SHEET 14

LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

DIAGRAM 6
LEVEL SIX



REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

REEDS CONSULTING

Reeds Consulting Pty Ltd
Lvl 5, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

SCALE 1:250

0 5 10 15

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

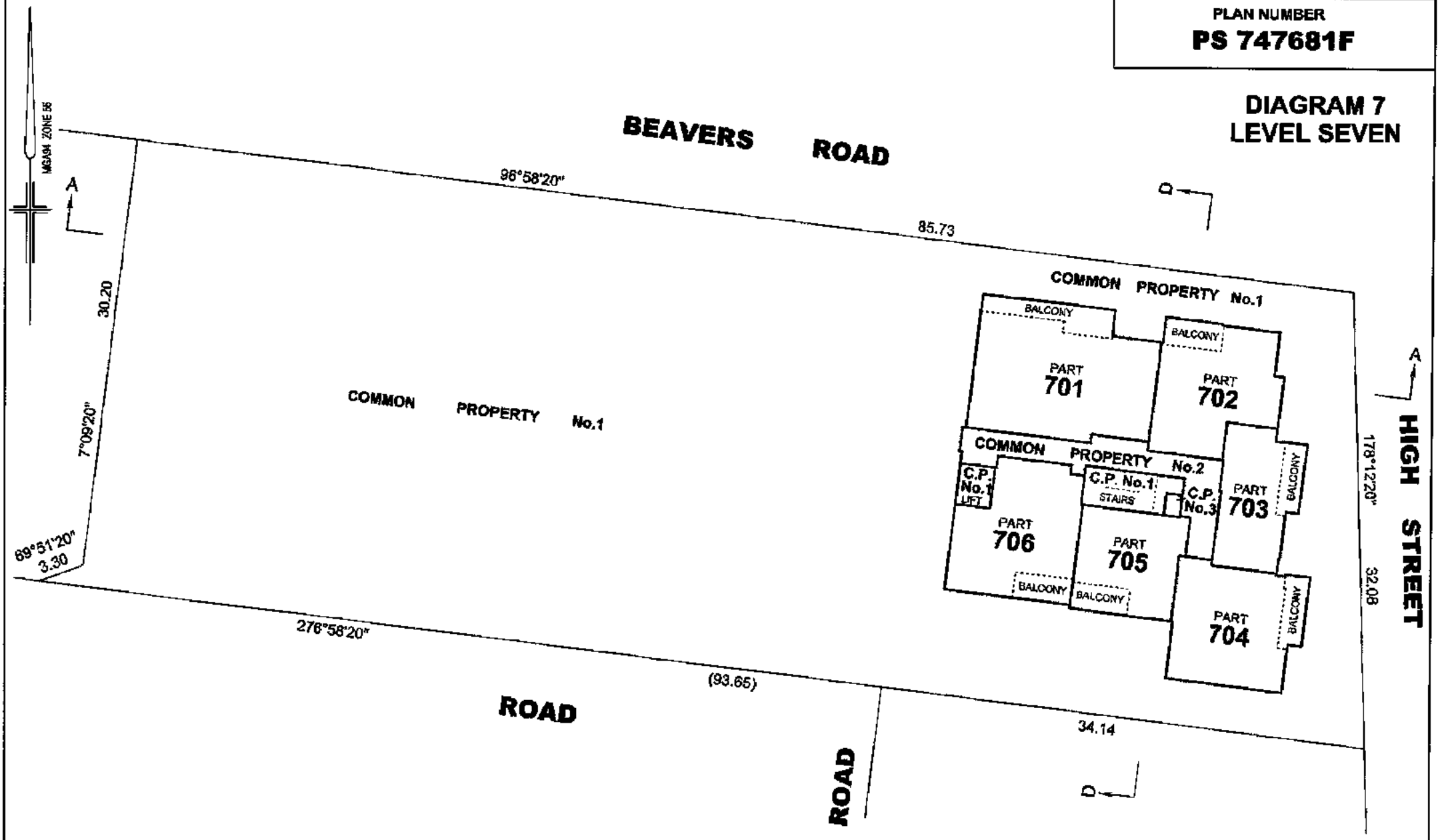
SHEET 15

LICENSED SURVEYOR

DAVID McLENNAN

PLAN NUMBER
PS 747681F

DIAGRAM 7
LEVEL SEVEN



REF:	VERSION:	DATE:
22802/1PS	M	16/02/18
		22802-1-PS-M-M.DGN

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p (03) 8660 3000
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survey@reedsconsulting.com.au

SCALE 1:250

5 0 5 10
LENGTHS ARE IN METRES

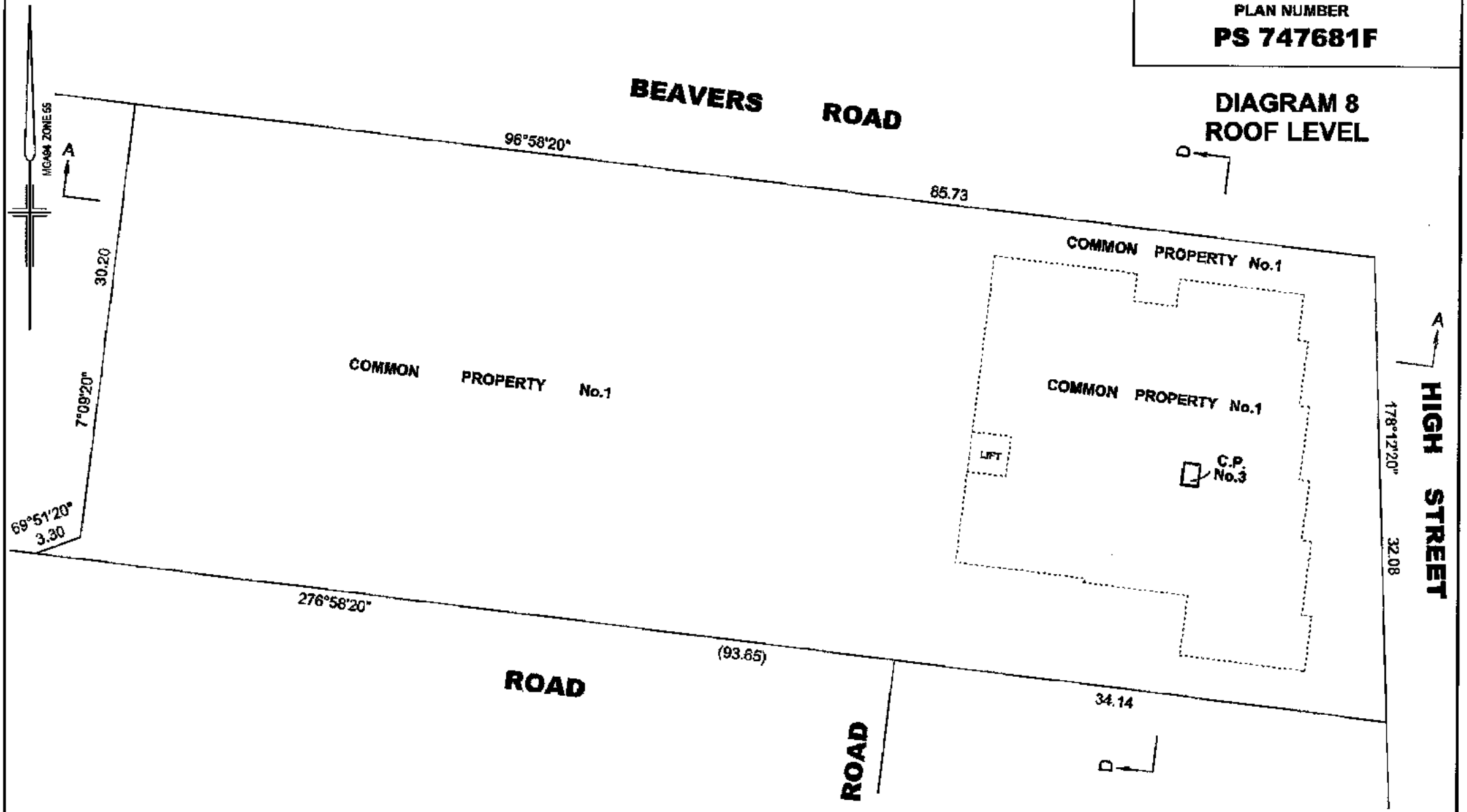
ORIGINAL SHEET SIZE A3

SHEET 16

LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

DIAGRAM 8
ROOF LEVEL



REF:	VERSION:	DATE: 16/02/18
22802/1PS	M	22802-1-PS-M-M.DGN

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survey@reedsconsulting.com.au

SCALE 1:250

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

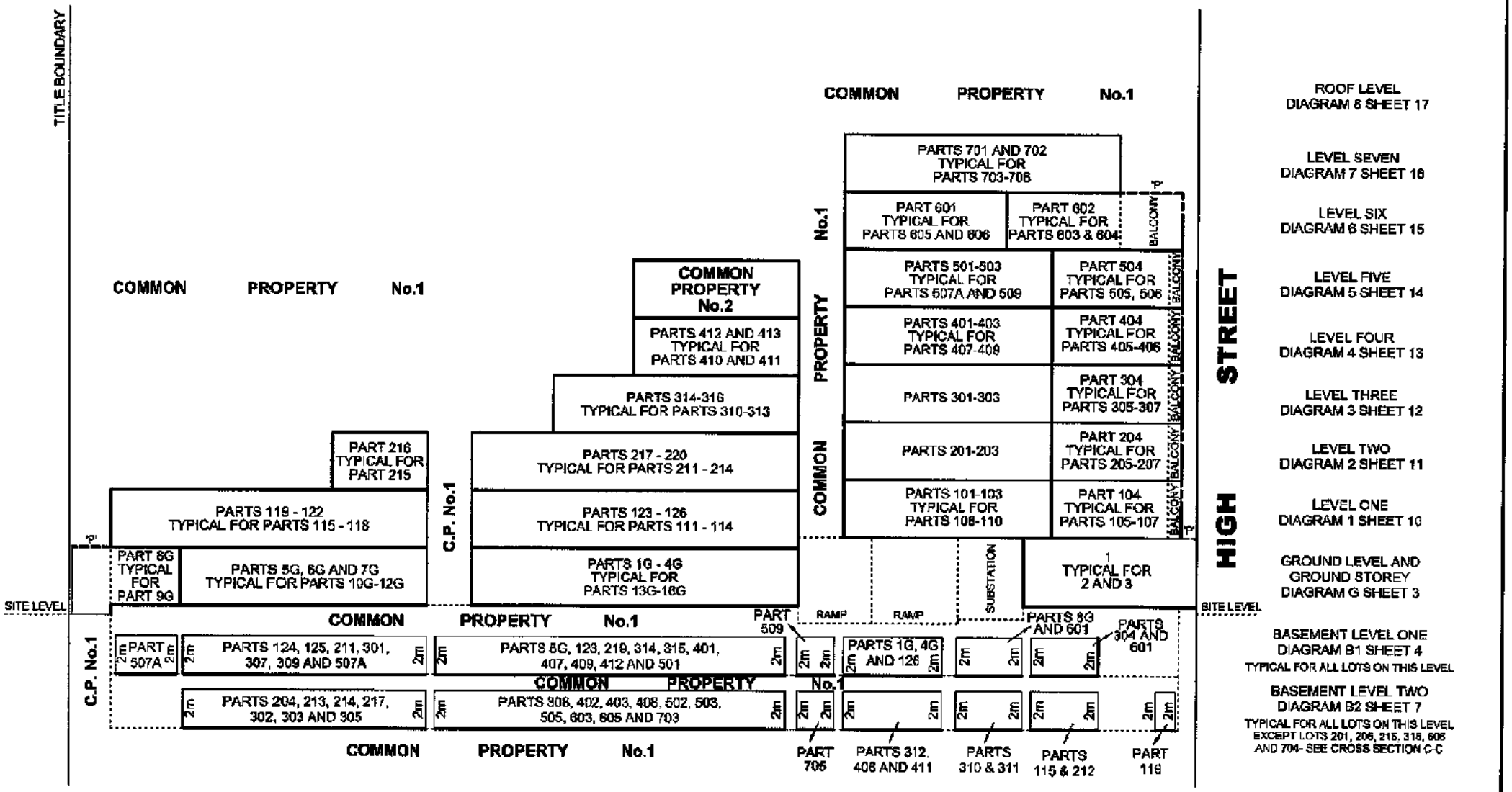
SHEET 17

LICENSED SURVEYOR

DAVID McLENNAN

PLAN NUMBER
PS 747681F

CROSS SECTION A-A
NOT TO SCALE



ROOF LEVEL
DIAGRAM 8 SHEET 17

LEVEL SEVEN
DIAGRAM 7 SHEET 16

LEVEL SIX
DIAGRAM 6 SHEET 15

LEVEL FIVE
DIAGRAM 5 SHEET 14

LEVEL FOUR
DIAGRAM 4 SHEET 13

LEVEL THREE
DIAGRAM 3 SHEET 12

LEVEL TWO
DIAGRAM 2 SHEET 11

LEVEL ONE
DIAGRAM 1 SHEET 10

GROUND LEVEL AND GROUND STOREY
DIAGRAM G SHEET 3

BASEMENT LEVEL ONE
DIAGRAM B1 SHEET 4
TYPICAL FOR ALL LOTS ON THIS LEVEL

BASEMENT LEVEL TWO
DIAGRAM B2 SHEET 7
TYPICAL FOR ALL LOTS ON THIS LEVEL EXCEPT LOTS 201, 206, 215, 318, 606 AND 704- SEE CROSS SECTION C-C

'P' - REFERS TO PROJECTION OF CEILING LEVEL

REF:	VERSION:	DATE: 16/02/18
22802/1PS	M	22802-1-PS-M-M.DGN

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Reeds Consulting Pty Ltd
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Melbourne Victoria 3000
p (03) 8660 9000
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survey@reedsconsulting.com.au

NOT TO SCALE

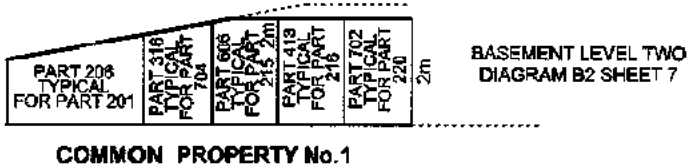
ORIGINAL SHEET SIZE A3

SHEET 18

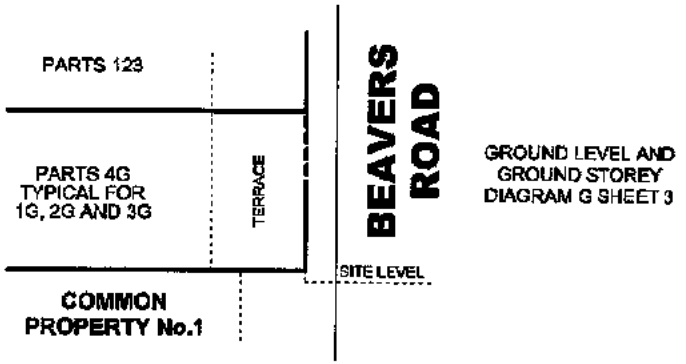
LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

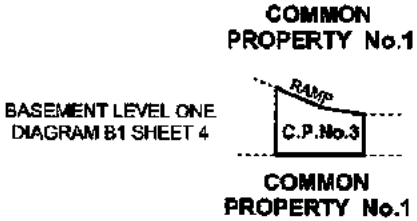
CROSS SECTION C-C
NOT TO SCALE



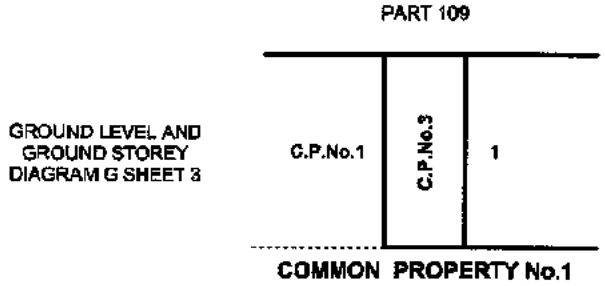
CROSS SECTION E-E
NOT TO SCALE



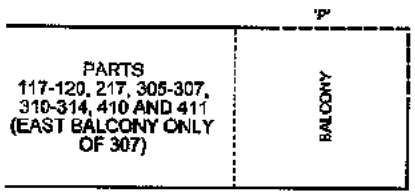
CROSS SECTION B-B
NOT TO SCALE



CROSS SECTION G-G
NOT TO SCALE



TYPICAL BALCONY CROSS SECTION
NOT TO SCALE



'P' - REFERS TO PROJECTION OF CEILING LEVEL

REF:	VERSION:	DATE: 16/02/18
22802/1PS	M	22802-1-PS-M-M.DGN

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Melbourne Victoria 3000
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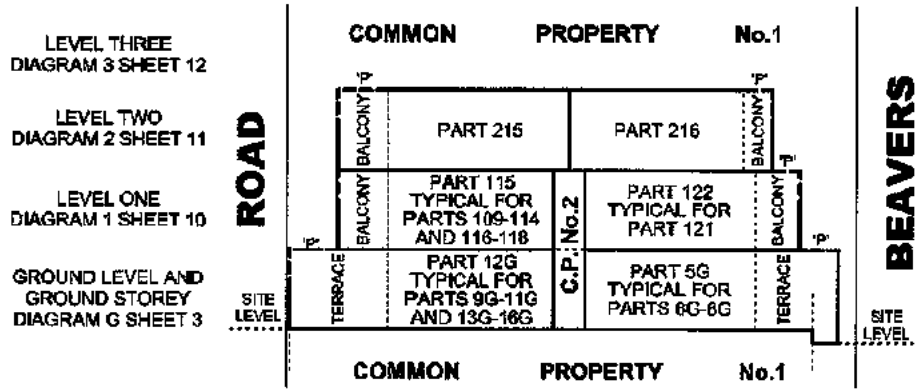
NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 19

LICENSED SURVEYOR
DAVID McLENNAN

PLAN NUMBER
PS 747681F

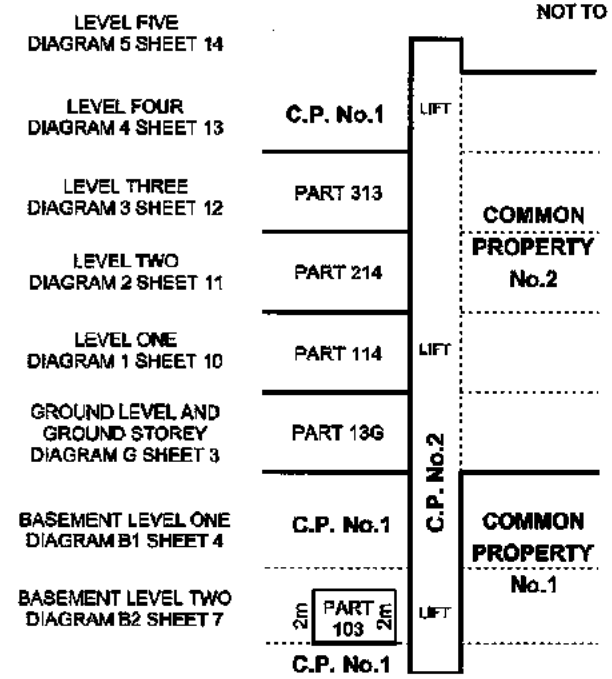
CROSS SECTION F-F

NOT TO SCALE



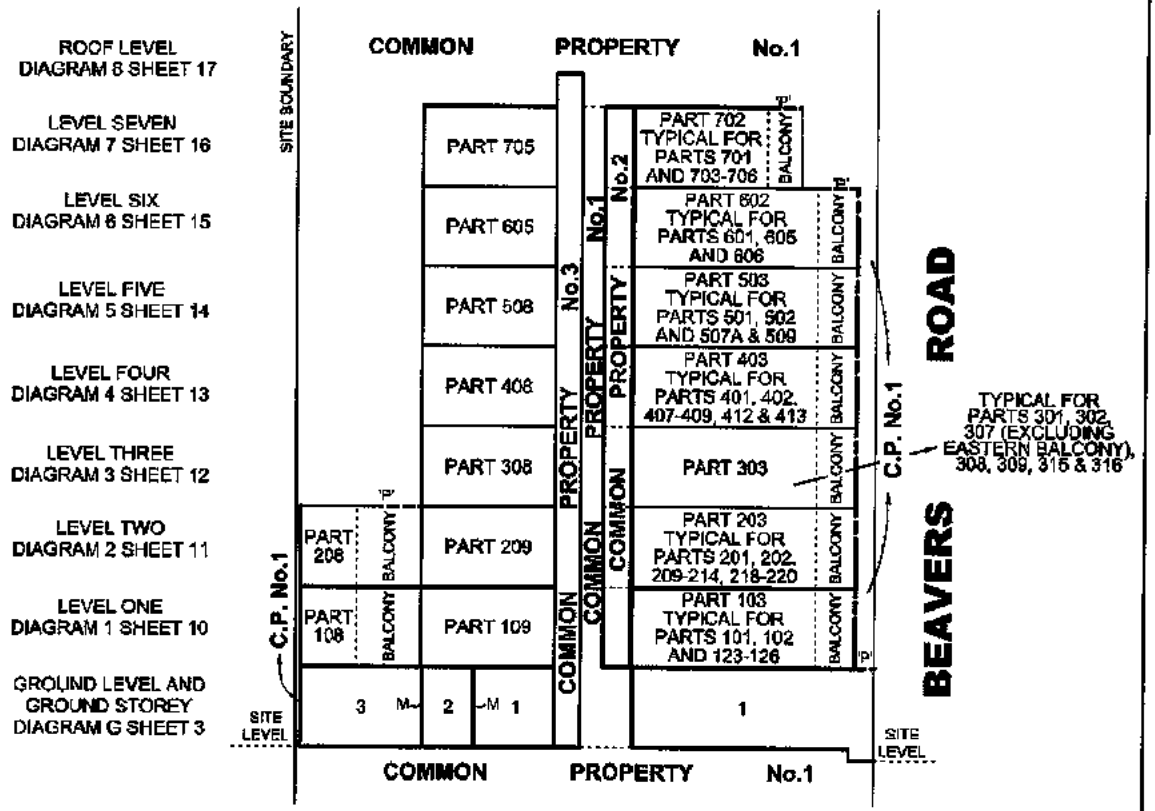
CROSS SECTION H-H

NOT TO SCALE



CROSS SECTION D-D

NOT TO SCALE



'P' = REFERS TO PROJECTION OF CEILING LEVEL

REF:	VERSION:	DATE: 16/02/18
22802/1PS	M	22802-1-PS-M-MDGN

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Melbourne Victoria 3000
p (03) 8660 2000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 20

LICENSED SURVEYOR
DAVID McLENNAN

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MODIFICATION TABLE

PLAN NUMBER

PS747681F

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS 507 & 508	LOT 507A	AMENDMENT PLAN SECTION 32	PS747681F/D1	27/02/18	2	RH

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS747681F

The land in PS747681F is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1 - 3, Lots 1, 1G, 2, 2G, 3, 3G, 4G, 5G, 6G, 7G, 8G, 9G, 10G, 11G, 12G, 13G, 14G, 15G, 16G, 101 - 126, 201 - 220, 301 - 316, 401 - 413, 501 - 506, 507A, 509, 601 - 606, 701 - 706.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
BLUESTONE OCM - LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AS251241W 13/06/2019

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. OC037350P 17/11/2017

Additional Owners Corporation Information:
OC037347C 17/11/2017

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	286	300
Lot 1G	160	155
Lot 2	170	180

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS747681F

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

Land Parcel	Entitlement	Liability
Lot 2G	150	155
Lot 3	213	210
Lot 3G	150	165
Lot 4G	160	165
Lot 5G	157	145
Lot 6G	149	145
Lot 7G	150	145
Lot 8G	161	145
Lot 9G	149	150
Lot 10G	140	145
Lot 11G	140	155
Lot 12G	162	160
Lot 13G	131	120
Lot 14G	141	155
Lot 15G	151	145
Lot 16G	191	155
Lot 101	146	145
Lot 102	121	120
Lot 103	120	120
Lot 104	167	155
Lot 105	116	120
Lot 106	125	120
Lot 107	136	145
Lot 108	101	120
Lot 109	100	120
Lot 110	144	165
Lot 111	151	155
Lot 112	137	145
Lot 113	137	155

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS747681F

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

Land Parcel	Entitlement	Liability
Lot 114	121	120
Lot 115	151	155
Lot 116	137	145
Lot 117	137	155
Lot 118	140	145
Lot 119	149	150
Lot 120	144	145
Lot 121	145	145
Lot 122	150	145
Lot 123	160	155
Lot 124	153	145
Lot 125	153	155
Lot 126	160	155
Lot 201	149	150
Lot 202	116	120
Lot 203	113	120
Lot 204	171	165
Lot 205	123	120
Lot 206	126	125
Lot 207	139	145
Lot 208	105	120
Lot 209	104	120
Lot 210	147	160
Lot 211	153	155
Lot 212	139	155
Lot 213	139	165
Lot 214	123	120
Lot 215	165	160
Lot 216	168	160

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS747681F

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

Land Parcel	Entitlement	Liability
Lot 217	163	165
Lot 218	154	160
Lot 219	155	145
Lot 220	162	160
Lot 301	151	145
Lot 302	124	120
Lot 303	116	120
Lot 304	177	160
Lot 305	119	120
Lot 306	141	150
Lot 307	153	145
Lot 308	114	120
Lot 309	151	155
Lot 310	142	145
Lot 311	125	120
Lot 312	125	120
Lot 313	111	120
Lot 314	156	165
Lot 315	156	155
Lot 316	164	160
Lot 401	154	145
Lot 402	125	120
Lot 403	124	120
Lot 404	180	160
Lot 405	111	120
Lot 406	140	155
Lot 407	156	145
Lot 408	116	120
Lot 409	154	155

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS747681F

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

Land Parcel	Entitlement	Liability
Lot 410	169	170
Lot 411	131	120
Lot 412	157	155
Lot 413	166	160
Lot 501	157	145
Lot 502	127	120
Lot 503	117	120
Lot 504	183	160
Lot 505	117	120
Lot 506	146	150
Lot 507A	276	265
Lot 509	157	155
Lot 601	300	190
Lot 602	191	160
Lot 603	123	120
Lot 604	174	165
Lot 605	117	120
Lot 606	167	160
Lot 701	265	200
Lot 702	163	160
Lot 703	120	120
Lot 704	171	160
Lot 705	119	120
Lot 706	176	170
Total	**17000.00**	**16830.00**

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

Statement End.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS747681F

The land in PS747681F is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1G, 2G, 3G, 4G, 5G, 6G, 7G, 8G, 9G, 10G, 11G, 12G, 13G, 14G, 15G, 16G, 101 - 126, 201 - 220, 301 - 316, 401 - 413, 501 - 506, 507A, 509, 601 - 606, 701 - 706.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
BLUESTONE OCM - LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AS251241W 13/06/2019

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC037348A 17/11/2017

Notations:
Folio of the Register for Common Property No. 2 is in the name of 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 1G	160	155
Lot 2G	150	155
Lot 3G	150	165
Lot 4G	160	165
Lot 5G	157	145

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS747681F

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

Land Parcel	Entitlement	Liability
Lot 6G	149	145
Lot 7G	150	145
Lot 8G	161	145
Lot 9G	149	150
Lot 10G	140	145
Lot 11G	140	155
Lot 12G	162	160
Lot 13G	131	120
Lot 14G	141	155
Lot 15G	151	145
Lot 16G	191	155
Lot 101	146	145
Lot 102	121	120
Lot 103	120	120
Lot 104	167	155
Lot 105	116	120
Lot 106	125	120
Lot 107	136	145
Lot 108	101	120
Lot 109	100	120
Lot 110	144	165
Lot 111	151	155
Lot 112	137	145
Lot 113	137	155
Lot 114	121	120
Lot 115	151	155
Lot 116	137	145
Lot 117	137	155
Lot 118	140	145

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS747681F

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

Land Parcel	Entitlement	Liability
Lot 119	149	150
Lot 120	144	145
Lot 121	145	145
Lot 122	150	145
Lot 123	160	155
Lot 124	153	145
Lot 125	153	155
Lot 126	160	155
Lot 201	149	150
Lot 202	116	120
Lot 203	113	120
Lot 204	171	165
Lot 205	123	120
Lot 206	126	125
Lot 207	139	145
Lot 208	105	120
Lot 209	104	120
Lot 210	147	160
Lot 211	153	155
Lot 212	139	155
Lot 213	139	165
Lot 214	123	120
Lot 215	165	160
Lot 216	168	160
Lot 217	163	165
Lot 218	154	160
Lot 219	155	145
Lot 220	162	160
Lot 301	151	145

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS747681F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 302	124	120
Lot 303	116	120
Lot 304	177	160
Lot 305	119	120
Lot 306	141	150
Lot 307	153	145
Lot 308	114	120
Lot 309	151	155
Lot 310	142	145
Lot 311	125	120
Lot 312	125	120
Lot 313	111	120
Lot 314	156	165
Lot 315	156	155
Lot 316	164	160
Lot 401	154	145
Lot 402	125	120
Lot 403	124	120
Lot 404	180	160
Lot 405	111	120
Lot 406	140	155
Lot 407	156	145
Lot 408	116	120
Lot 409	154	155
Lot 410	169	170
Lot 411	131	120
Lot 412	157	155
Lot 413	166	160
Lot 501	157	145

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS747681F

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

Land Parcel	Entitlement	Liability
Lot 502	127	120
Lot 503	117	120
Lot 504	183	160
Lot 505	117	120
Lot 506	146	150
Lot 507A	276	265
Lot 509	157	155
Lot 601	300	190
Lot 602	191	160
Lot 603	123	120
Lot 604	174	165
Lot 605	117	120
Lot 606	167	160
Lot 701	265	200
Lot 702	163	160
Lot 703	120	120
Lot 704	171	160
Lot 705	119	120
Lot 706	176	170
Total	**16331.00**	**16140.00**

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

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OWNERS CORPORATION 3
PLAN NO. PS747681F

The land in PS747681F is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 3, Lots 1 - 3.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
BLUESTONE OCM - LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AS212042Y 13/06/2019

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC037349X 17/11/2017

Notations:
Folio of the Register for Common Property No.3 is in the name of Owners Corporation 1.

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 1	286	300
Lot 2	170	180
Lot 3	213	210
Total	**669.00**	**690.00**

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.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS747681F

Statement End.

PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 06 February 2024 01:38 PM

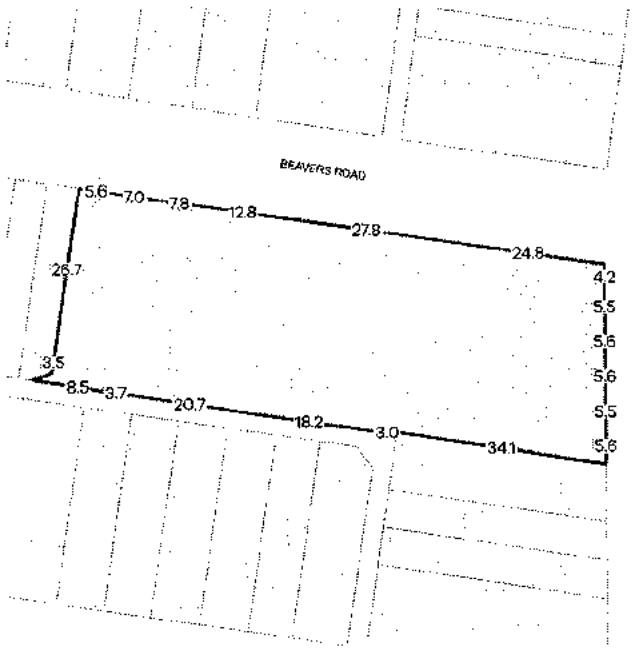
PROPERTY DETAILS

Address:	**214/5 BEAVERS ROAD NORTHCOTE 3070**
Lot and Plan Number:	**Lot 214 PS747681**
Standard Parcel Identifier (SPI):	**214\PS747681**
Local Government Area (Council):	**DAREBIN** www.darebin.vic.gov.au
Council Property Number:	**257537**
Directory Reference:	**Melway 30 F7**

Note: There are 115 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: 2801 sq. m
Perimeter: 245 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.

4 overlapping dimension labels are not being displayed

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:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**NORTHCOTE**

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

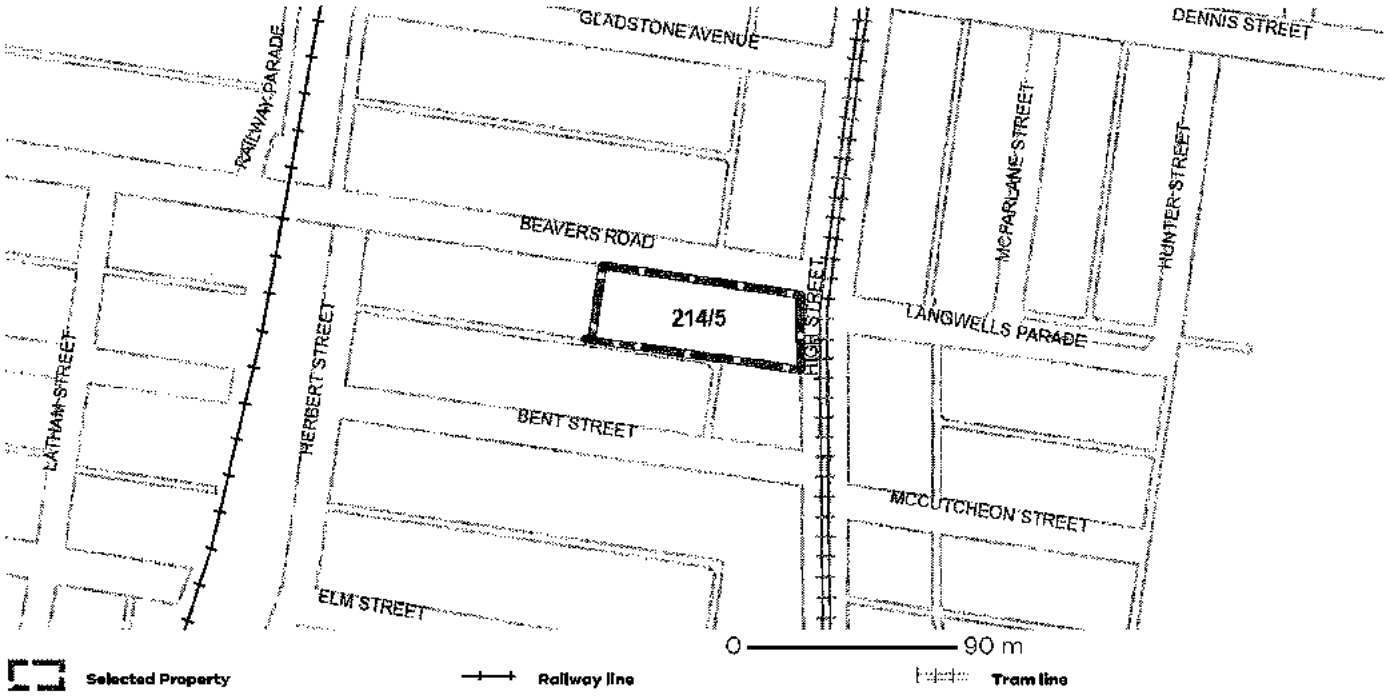
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 06 February 2024 01:39 PM

PROPERTY DETAILS

Address:	**214/5 BEAVERS ROAD NORTHCOTE 3070**
Lot and Plan Number:	**Lot 214 PS747681**
Standard Parcel Identifier (SPI):	**214\PS747681**
Local Government Area (Council):	**DAREBIN** www.darebin.vic.gov.au
Council Property Number:	**257537**
Planning Scheme:	**Darebin** Planning Scheme - Darebin
Directory Reference:	**Melway 30 F7**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**NORTHCOTE**

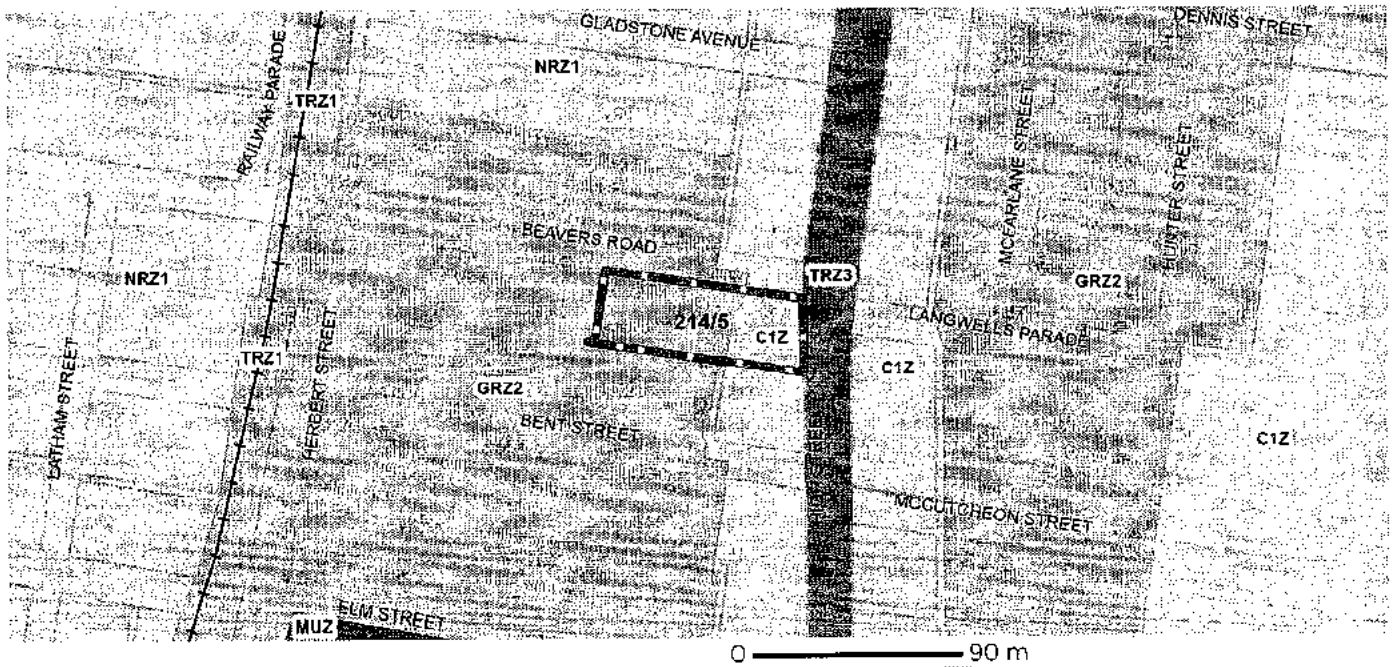
OTHER

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

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)
GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)



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

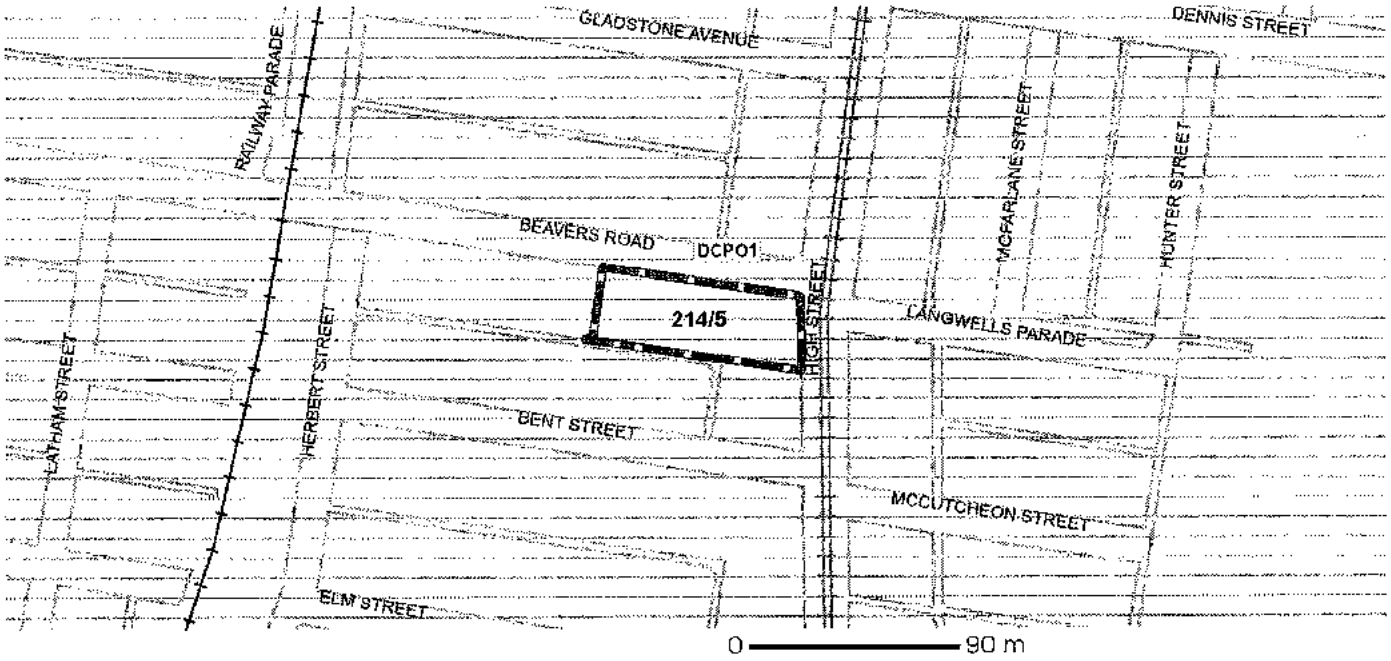
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Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan Overlay

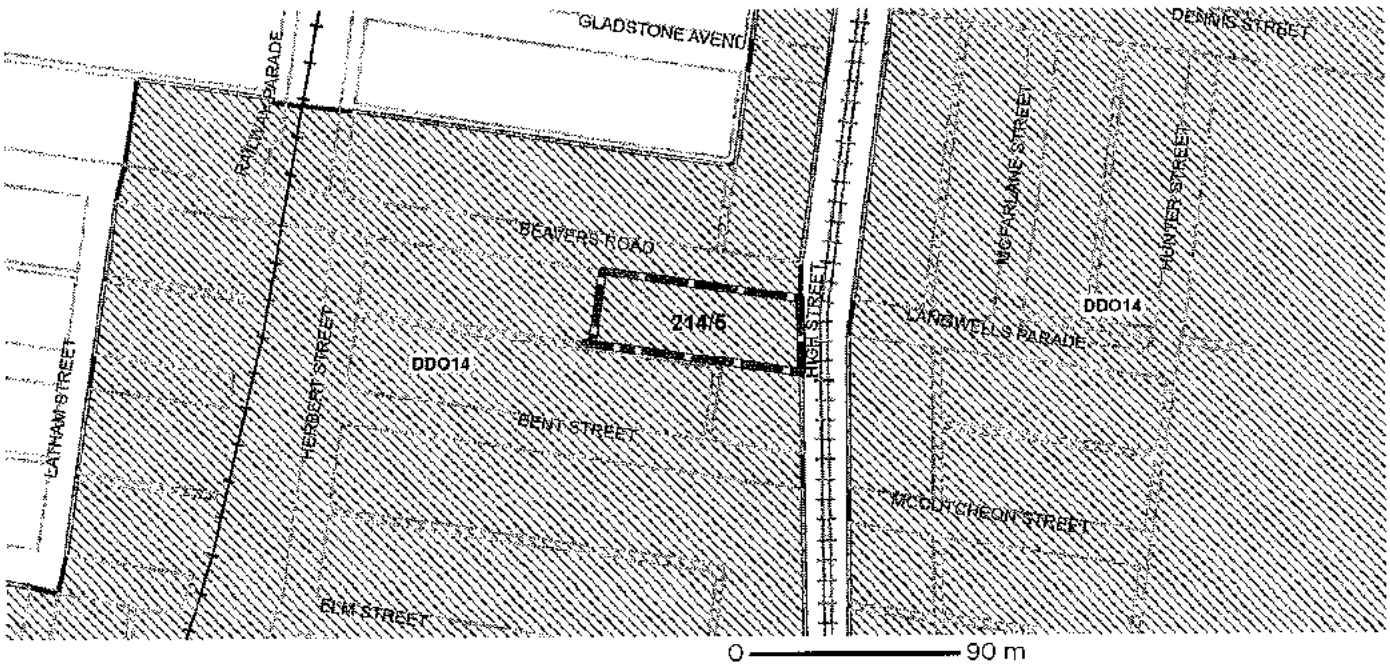
Railway line

Tram line

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)



DDO - Design and Development Overlay

Railway line

Tram line

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

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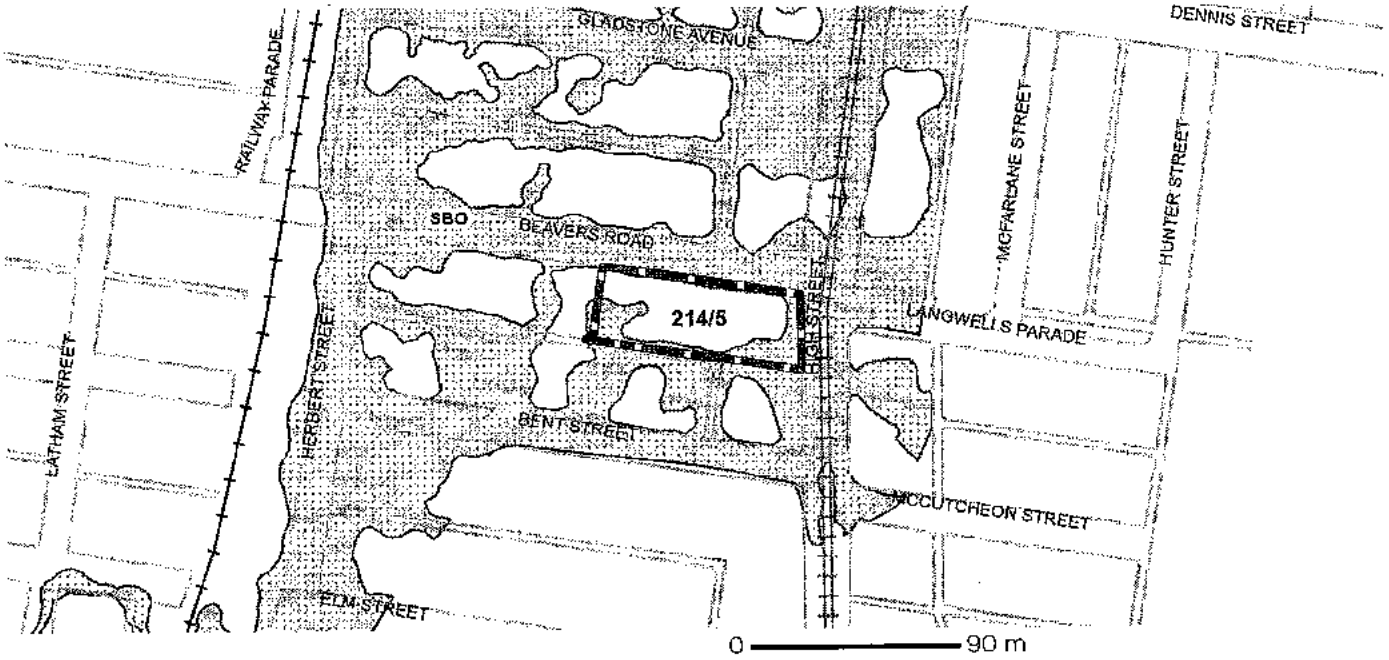
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



SBO - Special Building Overlay | Railway line | Tram line

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

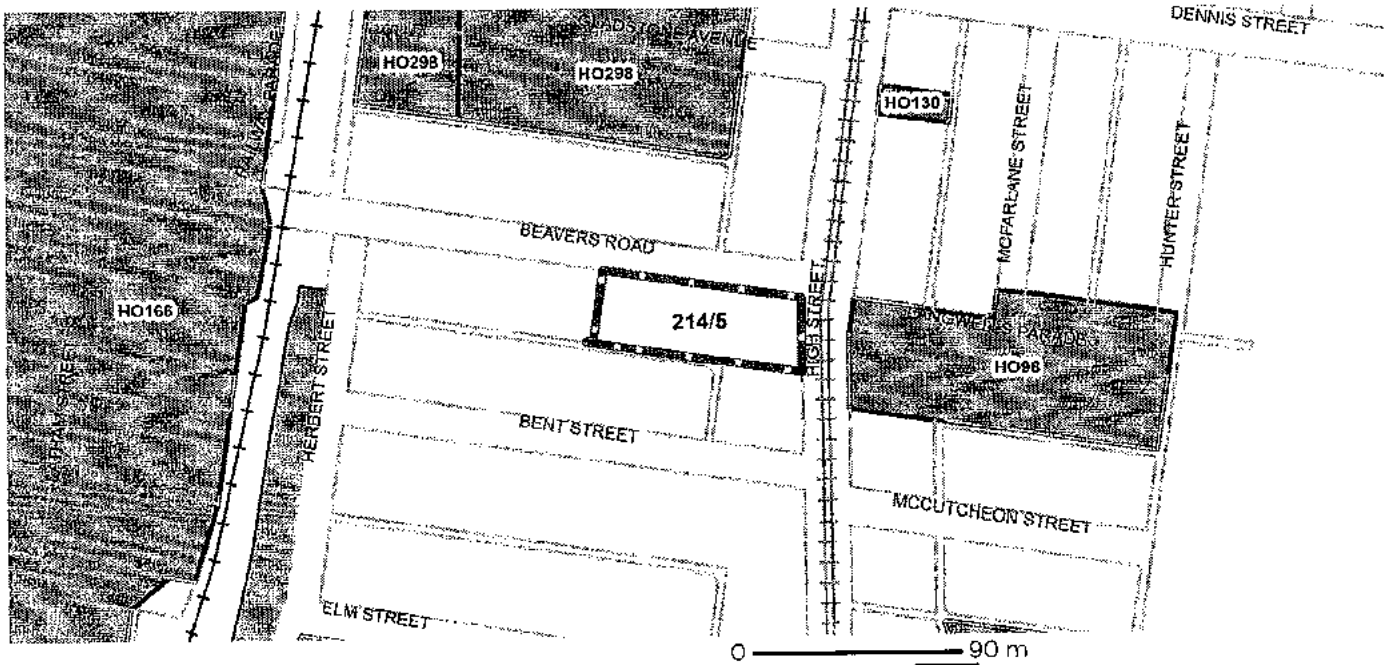
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)



DPO - Development Plan Overlay | EAO - Environmental Audit Overlay | HO - Heritage Overlay

Railway line | Tram line

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

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

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

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

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

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PLANNING PROPERTY REPORT

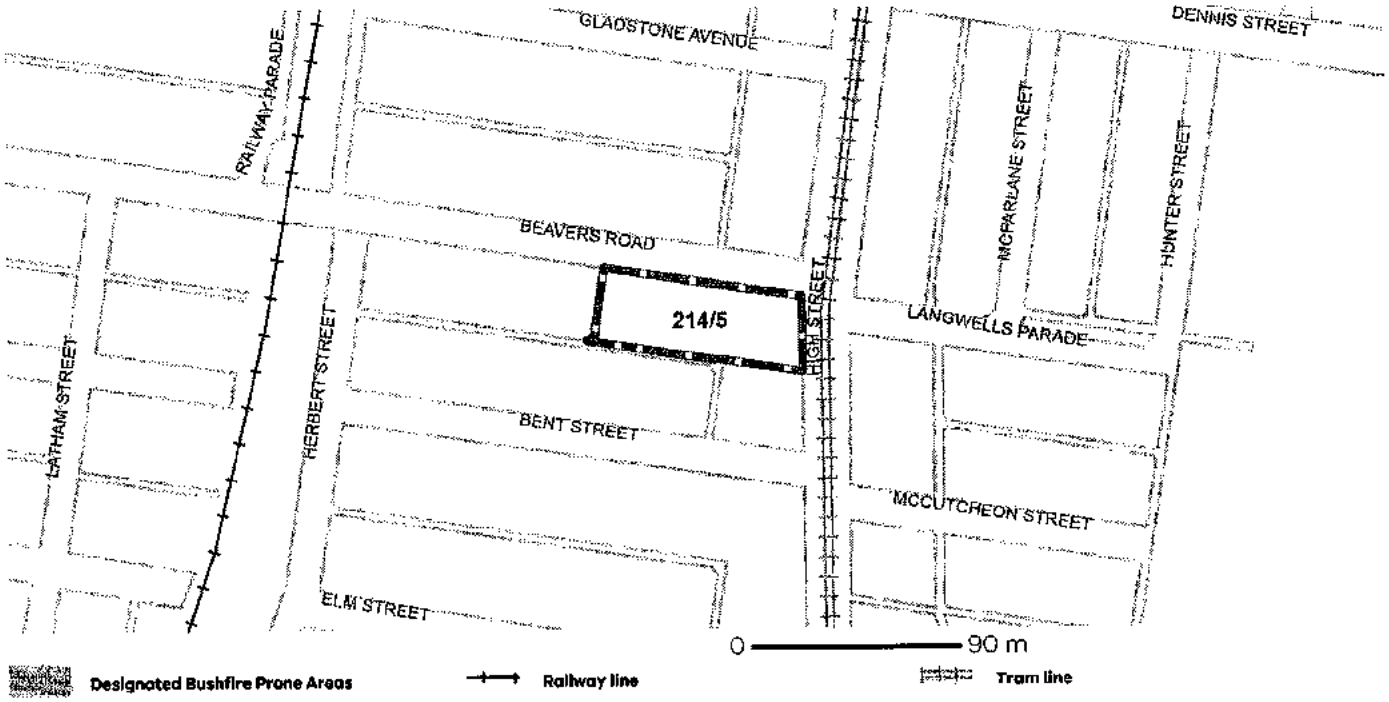
VICTORIA State Government | Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

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) 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)

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VALUATION AND RATE NOTICE

For the period 1 July 2023 to 30 June 2024

ABN 75 815 980 522

ASSESSMENT NUMBER
80223 1

DATE OF ISSUE
10/08/2023

A N Gissara
C/O OBrien Real Estate
98 South Pde
BLACKBURN VIC 3130

028
I006347
R1_14433

$217.85
payable by
30 September 2023

Any arrears shown on this notice are payable immediately

Property Address	214/5 Beavers Road NORTHCOTE VIC 3070
Property Description	Lot 214 PS 747681F
Property Owner	A N Gissara

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
1st January 2023	70,000	410,000	20,500	125.4

Public Waste Service Rate	0.00006124 x 410,000	$25.10
Fire Services Property Levy - Residential	$125.00 + 0.000046 x 410,000	$143.85
Residential Rate	0.00169972 x 410,000	$696.90
Total		**$865.85**

Four Instalments	
30/09/2023	$217.85
30/11/2023	$216.00
28/02/2024	$216.00
31/05/2024	$216.00

Ten Monthly Instalments (Council Initiated Direct Debits Only).

15/09/2023	$91.85	15/02/2024	$86.00
15/10/2023	$86.00	15/03/2024	$86.00
15/11/2023	$86.00	15/04/2024	$86.00
15/12/2023	$86.00	15/05/2024	$86.00
15/01/2024	$86.00	15/06/2024	$86.00

Payments made after 07th August 2023 may not be reflected on this notice.

State Government Requirement - For Your Information Only
Darebin City Council have 7 differential rates, all rates are levied on the Capital Improved Value (CIV).
Your rate in the dollar is shown in the main body of this notice.
It is now a requirement to show the following:

For emailed notices:
darebin.enotices.com.au
Reference No: **FCDA3324DE**

Category	Rate in Dollar	Total Rates for CIV =	Category	Rate in Dollar	Total Rates for CIV =
Residential	0.00169972	$696.90	Retail Vacant Land	0.00679889	$2,787.55
Residential Vacant Land	0.00509916	$2,090.65	Mixed Use Land	0.00237961	$975.65
Business	0.00297451	$1,219.55	Cultural and Recreation	0.00148726	$609.80
Business Vacant Land	0.00679889	$2,787.55			

Name: A N Gissara
Property Address: 214/5 Beavers Road NORTHCOTE VIC 3070
Assessment No. **80223 1**
1st Instalment: **$217.85**
Payable By: **30th September 2023**

Council Use Only

Call: 1300 954 297
Assessment No. **802231**

Visit: www.darebin.vic.gov.au
Assessment No. **802231**

Biller Code: 7831
Ref: **0802231**

Billpay Code: 0325
Ref: **0802 231**

Pay in-store at Australia Post, by phone 13 18 16, or online at auspost.com.au/postbillpay

*325 0802231

Council also offers alternate payment plans if you need more time. If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us by visiting darebin.vic.gov.au or on 03 8470 8888.

SEE REVERSE FOR IMPORTANT INFORMATION AND PAYMENT METHODS

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

ABSOLUTE CONVEYANCING SOLUTIONS

Your Reference:	GISSARA 7806
Certificate No:	69946029
Issue Date:	09 FEB 2024
Enquiries:	KXA2

Land Address: UNIT 214, 5 BEAVERS ROAD NORTHCOTE VIC 3070

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44518322	214	747681	11932	939	$500.00

Vendor: ALYSSA GISSARA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS ALYSSA NICOLE GISSARA	2024	$70,000	$500.00	$0.00	$500.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$410,000
SITE VALUE:	$70,000
CURRENT LAND TAX CHARGE:	**$500.00**

Notes to Certificate - Land Tax

Certificate No: 69946029

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General Information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $500.00

Taxable Value = $70,000

Calculated as $500 plus ($70,000 - $50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 69946029

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 69946029

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

ABSOLUTE CONVEYANCING SOLUTIONS

Your Reference:	GISSARA 7806
Certificate No:	69946029
Issue Date:	09 FEB 2024

Land Address: UNIT 214, 5 BEAVERS ROAD NORTHCOTE VIC 3070

Lot	Plan	Volume	Folio
214	747681	11932	939

Vendor: ALYSSA GISSARA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE: $0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 69946029

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 69946028

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 69946028

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

8th February 2024

Absolute Conveyancing Solutions

Dear Absolute Conveyancing Solutions,

RE: Application for Water Information Statement

Property Address:	214/5 BEAVERS ROAD NORTHCOTE 3070
Applicant	Absolute Conveyancing Solutions
Information Statement	30826657
Conveyancing Account Number	9679580000
Your Reference	Gissara 7806

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

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

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	214/5 BEAVERS ROAD NORTHCOTE 3070

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

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

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

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

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	214/5 BEAVERS ROAD NORTHCOTE 3070

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

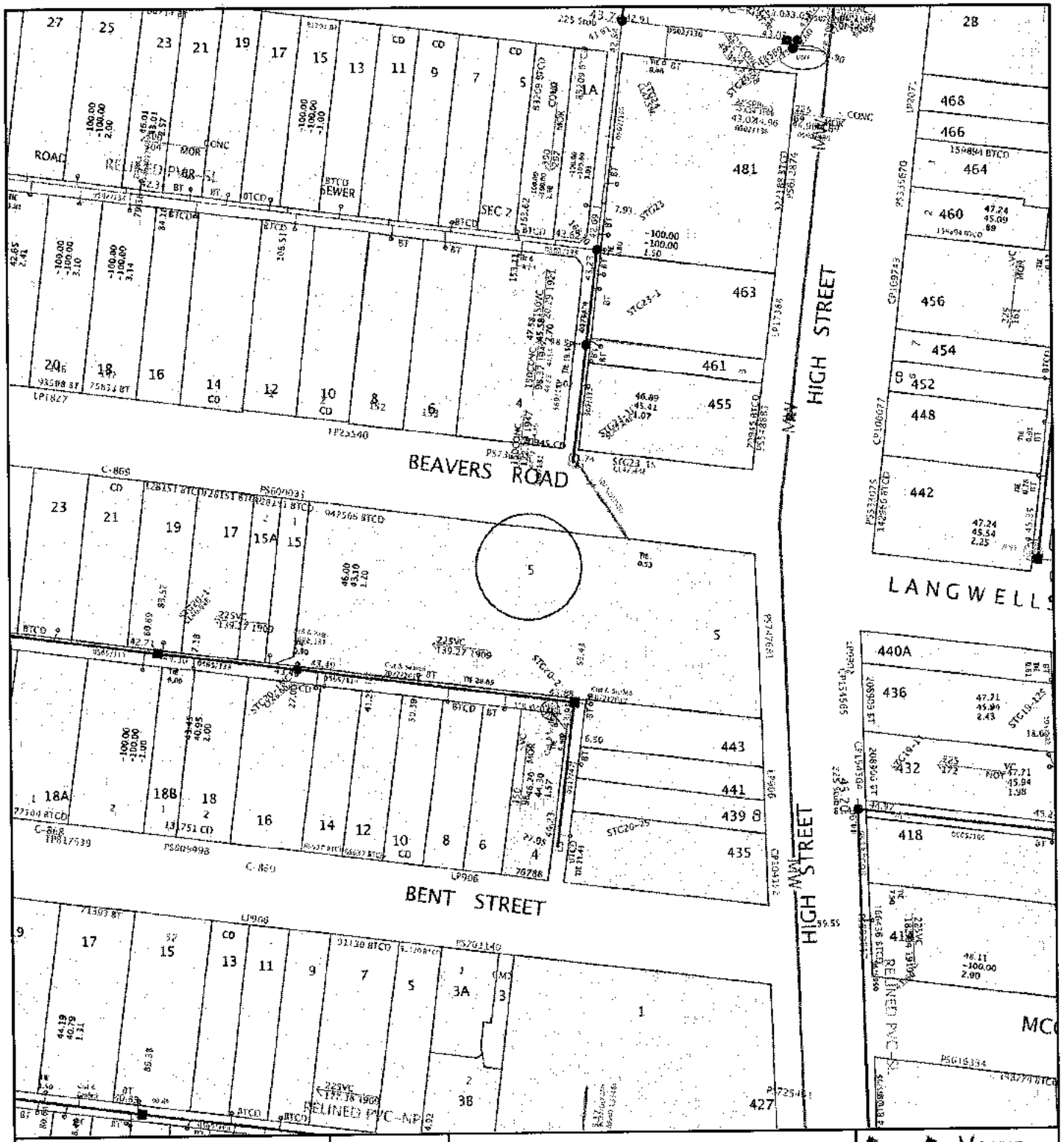
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL47.16 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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



Yarra Valley Water **Information Statement Number: 30826657**	**Address**	214/5 BEAVERS ROAD NORTHCOTE 3070	Yarra Valley Water ABN 93 066 902 501
	Date	08/02/2024	N
	Scale	1:1000	

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Absolute Conveyancing Solutions
elizabeth@absoluteconveyancing.com.au

RATES CERTIFICATE

Account No: 8034958788
Rate Certificate No: 30826657

Date of Issue: 08/02/2024
Your Ref: Gissara 7806

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 214/5 BEAVERS RD, NORTHCOTE VIC 3070	214\PS747681	5142093	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	$20.04	$20.04
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	$114.46	$114.46
Parks Fee *	01-01-2024 to 31-03-2024	$21.10	$21.10
Drainage Fee	01-01-2024 to 31-03-2024	$29.38	$29.38
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$184.98

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

Property Address	Lot & Plan	Property Number	Property Type
1-9A BEAVERS RD, NORTHCOTE VIC 3070	3S\PS747681	1054093	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	-$55.62 cr
		Total for This Property	-$55.62 cr

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5142093

Address: UNIT 214/5 BEAVERS RD, NORTHCOTE VIC 3070

Water Information Statement Number: 30826657

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 80349587880

Amount Paid

Date Paid

Receipt Number

Yarra Valley Water

15th March 2017

Paul Rainbow
Maccormack Associates Consultants PTY LTD
care of
info@maccormack.com.au

Dear Paul Rainbow,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	241651
Property Address	1-9A BEAVERS ROAD NORTHCOTE 3070
Service Location ID	1054093

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is cut and sealed and a new property connection branch is constructed by an Accredited Live Sewer Contractor and meets the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary
Basement • cannot build over the sewer main and 1m horizontal clearance is required • cannot build over any sewer branch and 600mm horizontal clearance is required • cannot build over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required • cannot build over the maintenance chamber, maintenance shaft and inspection shaft, 800mm horizontal clearance from the centre of the cover is required
Ground Anchors • must maintain 1m clearance from all Yarra Valley Water assets • CCTV inspections will be required prior to works commencing and upon completion of works, both at the owner's cost

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over maintenance structures and cover levels must match new surface levels • can build over the sewer main and 900mm vertical clearance is required • can build over any sewer branch and 900mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level
Excavation & Landscaping • can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m • cannot be undertaken over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required • cannot be undertaken over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required • cannot be undertaken over maintenance chamber, maintenance shaft, inspection shaft and 800mm horizontal clearance from the centre of the cover is required
Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property • the maintenance hole requires 1m horizontal clearance from the outside edge of the cover surround • the maintenance chamber, maintenance shaft and inspection shaft requires 800mm horizontal clearance from the centre of the cover • 1.0m horizontal clearance is required from the sewer main and 150mm vertical clearance when traversing the sewer at a 90° angle • 1.0m horizontal clearance is required from any sewer branch and 150mm vertical clearance when traversing the sewer branch at a 90° angle

*** Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.**

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit http://www.yvw.com.au/help-advice/develop-build. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

J P Maudsley

John Maudsley

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any excavation and landscaping for an industrial or commercial property in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plans 'A' or 'E' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.

For any driveways and paving (plain concrete only) for an industrial or commercial property in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'F' for this structure.
2. Paving is not allowed over a maintenance hole.
3. Ramps over maintenance holes are not permitted.
4. For Driveways, maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
5. For Driveways, where heavy covers are required to be fitted to comply with YVW's requirements, works must be carried out by YVW at the Owner's expense.

For any utility services that are required (gas, electricity, telecommunications) and property drains for an industrial or commercial property in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround.
3. Maintenance holes can only be opened by YVW's authorised personnel.
4. 24 hour unobstructed access is required.

For any excavation and landscaping for an industrial or commercial property that has a maintenance chamber, maintenance shaft or inspection shaft the following apply:

1. Refer to attached plan 'A' or 'E' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal

clearance from the centre line of the cover is required.

3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maintenance shaft cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
7. Maintenance shafts can only be opened by YVW's authorised personnel.

For any driveways and paving (plan concrete only) for an industrial or commercial property in the vicinity of maintenance chambers, maintenance shafts or inspection shafts the following apply:

1. Refer to attached plan 'F' for this structure.
2. Paving is not allowed over maintenance chambers, maintenance shafts or inspection shafts.
3. Ramps over maintenance chambers, maintenance shafts or inspection shafts are not permitted.
4. For Driveways, maintenance shaft cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
5. For Driveways, where heavy covers are required to be fitted to comply with YVW's requirements, works must be carried out by YVW at the Owner's expense.

For any utility services that are required (gas, electricity, telecommunications) and property drains for an industrial or commercial property in the vicinity of a maintenance chamber, maintenance shaft or inspection shaft the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Maintenance shafts can only be opened by YVW's authorised personnel.

For any excavation and landscaping for an industrial or commercial property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

For any driveways and paving (plain concrete only) for an industrial or commercial property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following

apply:

1. Refer to the attached plan 'F' for this structure.
2. A minimum 900 mm vertical cover is to be maintained over the property connection branch.
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works.
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/ paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 1000mm or greater from the property connection branch servicing an adjoining property owner or multiple lots, there is no requirement to raise the (27A) to surface.

For any utility services that are required (gas, electricity, telecommunications) and property drains on the property for an industrial commercial property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to attached plan 'K' for this structure.

2. The proposed structure can be built over the property connection branch.

For works adjacent to the property connection branch.

3. Services must maintain a minimum 1000 mm horizontal clearance from the edge of the property connection branch.

For works traversing the property connection branch, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.

5. Services are to traverse the sewer main at a 90 degree angle.

6. No additional load it to be placed on the property connection branch by the services.

For any excavation and landscaping for an industrial or commercial property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers) the following apply:

1. Refer to attached plans 'A' or 'E' for this structure.

2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.

3. Driven Piles are not permitted.

4. Pad footings/foundations are permitted.

5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

6. 24 hour unobstructed access is required.

7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply

8. The maximum fill allowed over the sewer main is 1.0 m.

9. A minimum 600 mm vertical clearance is to be maintained over the sewer main..

10. Rockeries and other garden ornamentation are permitted.

11. Feature works must be easily relocatable.

12. Below ground ponds are not permitted

13. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

For any driveways and paving (plain concrete only) for an industrial or commercial property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'F' for this structure.

2. A minimum 900 mm vertical cover is to be maintained over the sewer main.

3. Ramps over sewer mains are not permitted.

4. No additional load is to be placed on the sewer main.

For any utility services that are required (gas, electricity, telecommunications) and property drains for an industrial commercial property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset.

For works adjacent to the sewer main.

3. Services must maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main is required.

For works traversing the sewer main, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load it to be placed on the sewer main by the services.

The existing sewer branch must be cut and sealed by one of Yarra Valley Water's approved live sewer contractors and a new branch constructed in a suitable location in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter

which is available on the Yarra Valley website www.yvw.com.au.

To complete the necessary work, you must apply for conditions at Yarra Valley Water details are available on the Yarra Valley website www.yvw.com.au

For any basements in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'I' or 'J' for this structure.
2. The proposed structure cannot be built over the sewer main. A minimum 1000mm horizontal clearance between the proposed structure and the outside edge of the sewer main is required.
3. Footings/ foundation must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

For any basements in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to attached plan 'J' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed Structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
4. Pad footings/ foundations are permitted (not for below ground pools)
5. Where pad footings/ foundations are not structurally acceptable footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Driven piles are not permitted.

For any basements in the vicinity of a maintenance hole the following apply:

1. Refer to the attached plan 'I' or 'J' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted (not for below ground pools).
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.
9. 24 hour unobstructed access is required.

For any basements in the vicinity of a maintenance chamber, maintenance shaft or inspection shaft the following apply:

1. Refer to attached plan 'I' or 'J' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted (not for below ground pools)
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maintenance shaft cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
7. Maintenance shafts can only be opened by YVW's authorised personnel.

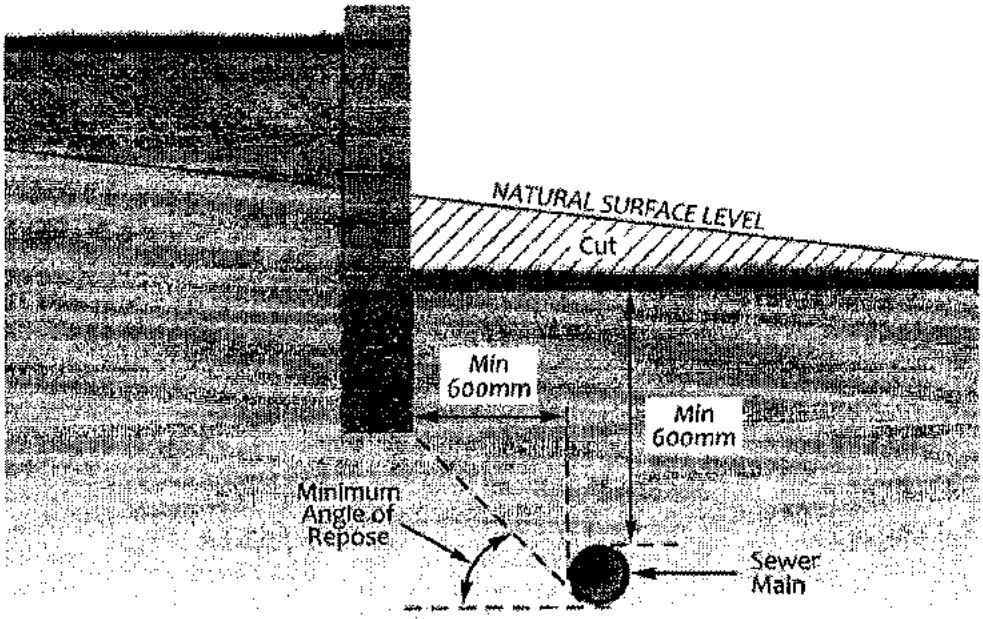
Where ground anchors are to be used the following requirements are to be met:

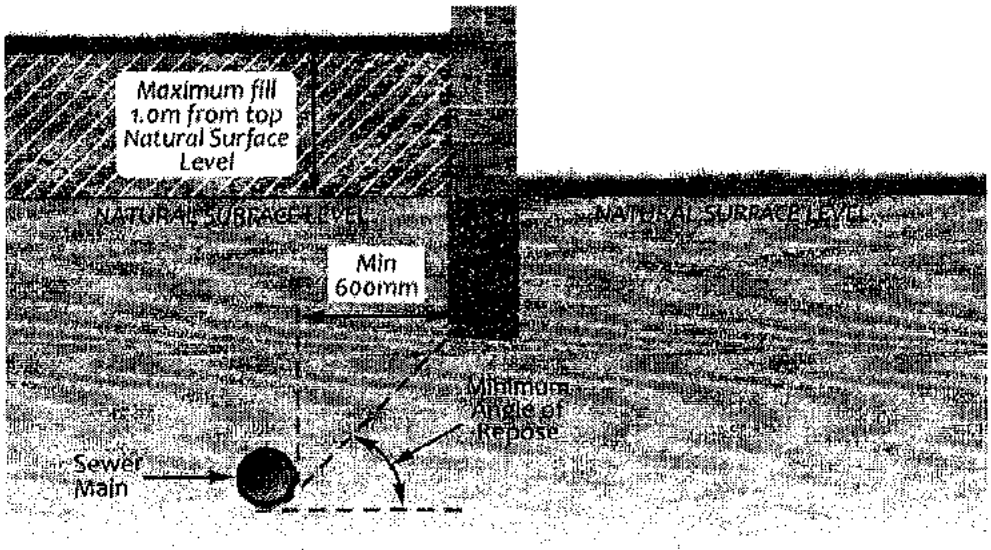
1. A 1m exclusion zone must be maintained around all sewer assets.
2. CCTV inspections will be required, one prior to works commencing and a second inspection once works have been completed, both at the owners cost. This is required to allow the checking of the condition of any sewer asset before and after ground anchors are installed.
3. Care will need to be exercised when installing ground anchors to ensure that clearances are obtained between the owner's/ developer's ground anchors and the existing Yarra Valley Water assets.

EXCAVATION - LANDSCAPING

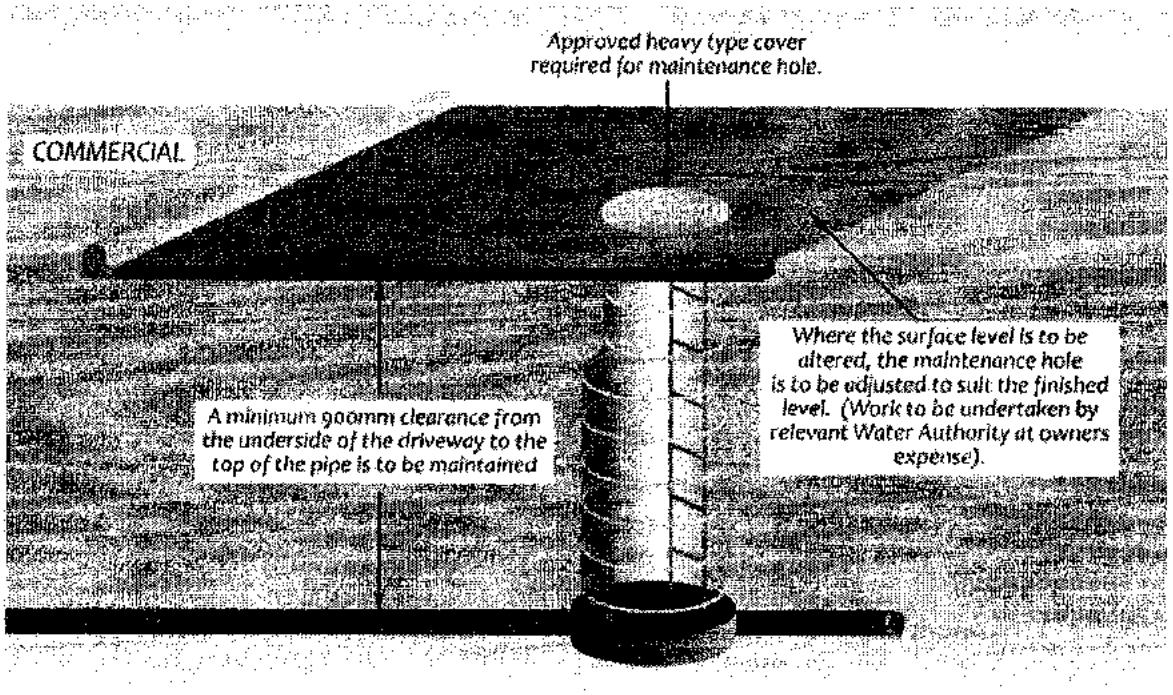
EXCAVATION - CUT & FILL

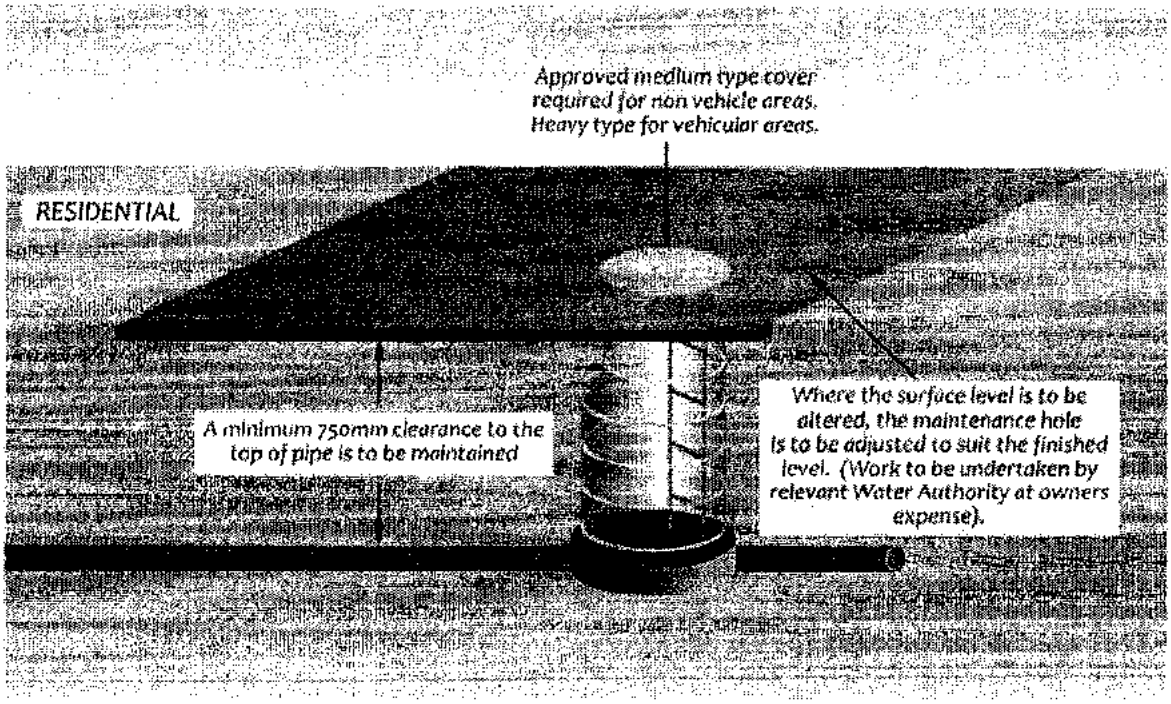
ADJACENT TO SEWER



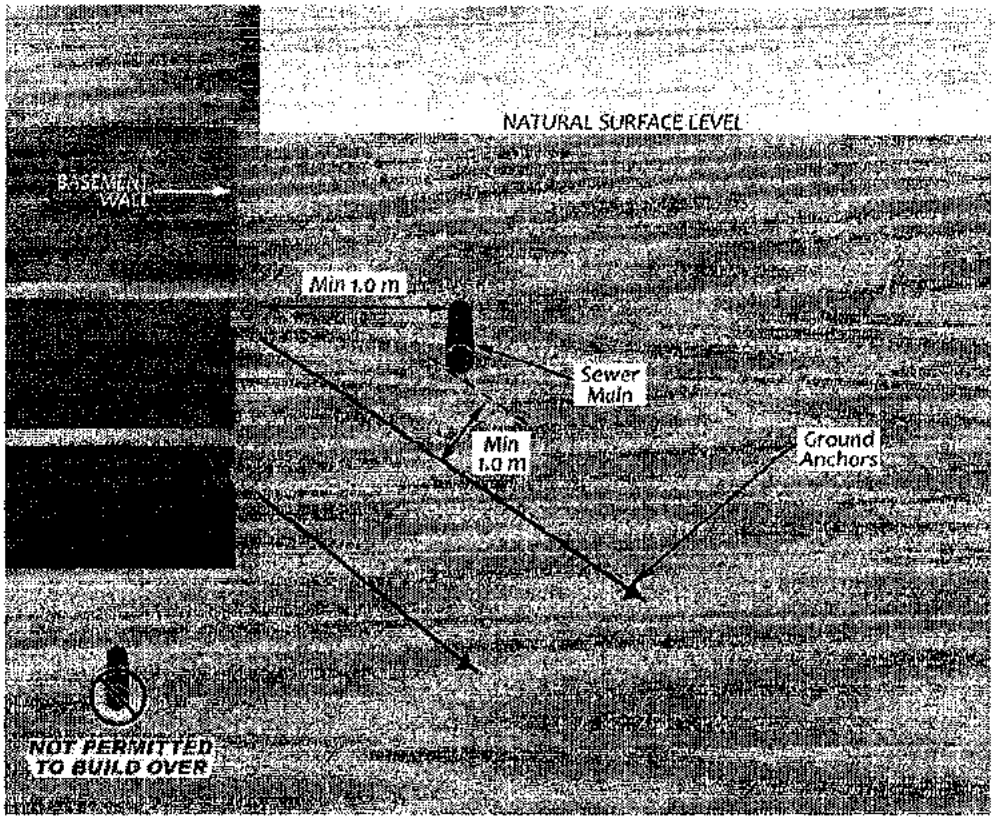


DRIVEWAYS AND PAVING





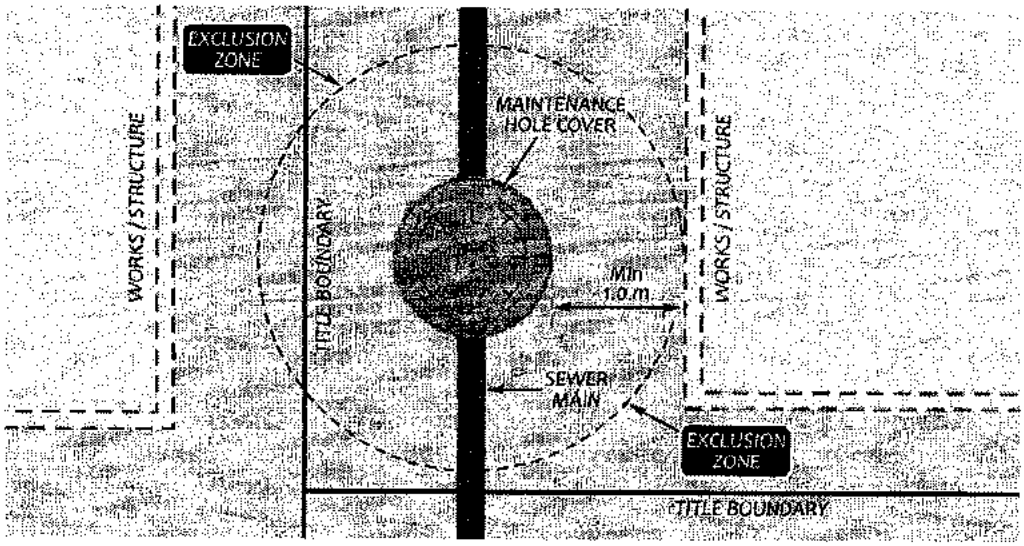
BASEMENT & GROUND ANCHORS



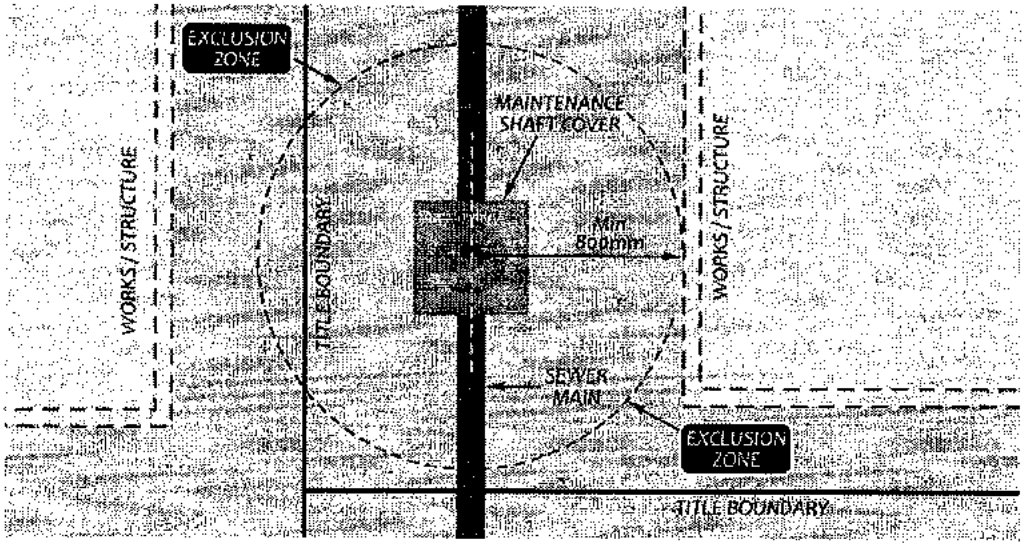
NOTE: Plans must show actual minimum clearances at all points that the sewer is crossed by ground anchors.

MAINTENANCE STRUCTURES

MAINTENANCE HOLE



MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT





Yarra Valley Water Sewerage Depth Offset Asset Map

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1000

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number SPS42-34
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade
- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

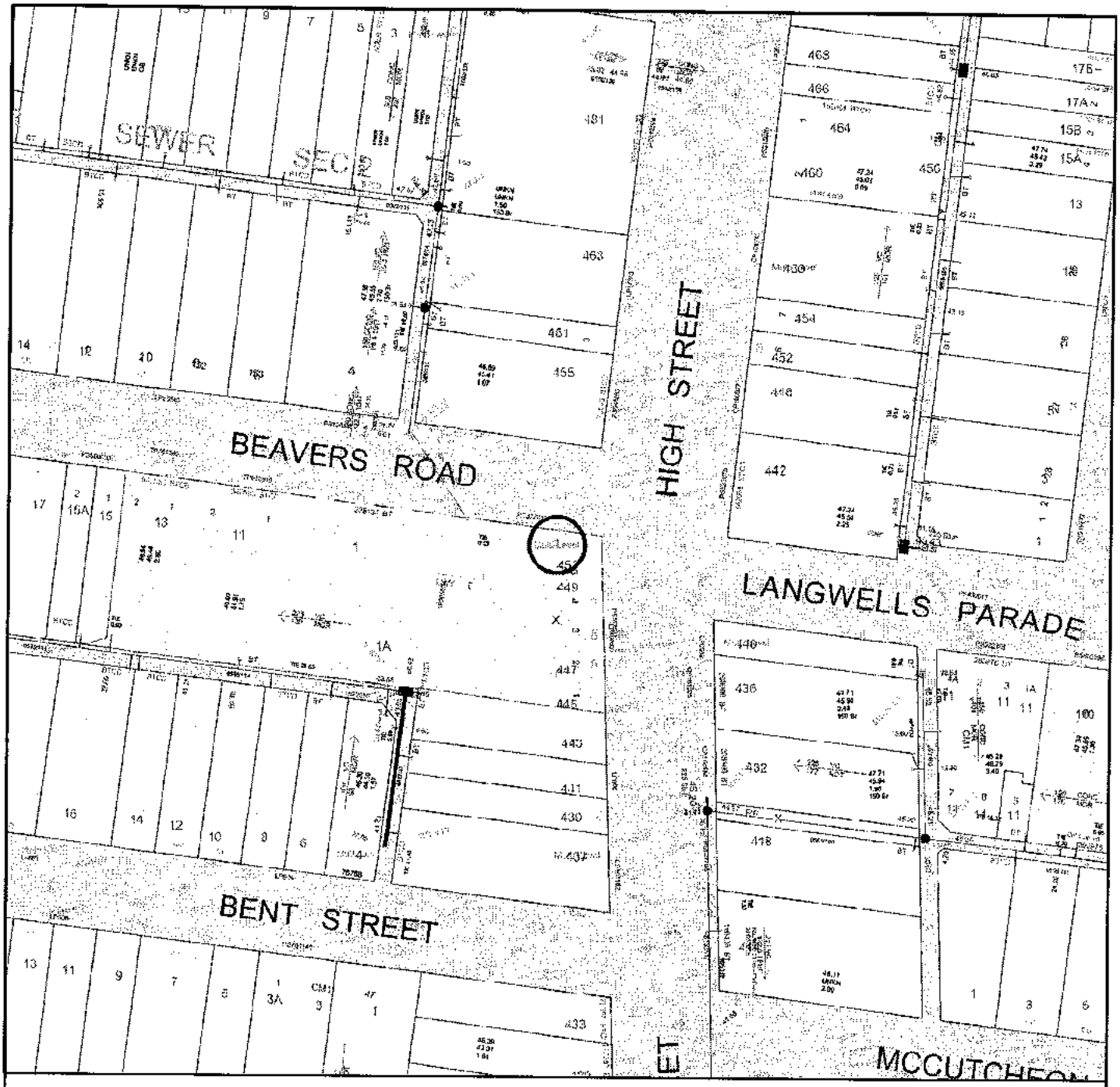
Abbreviation Pipe Material

VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: VC
Average Depth (m): 3.48
Branch Length (m): 1.75

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
If pipe offset is not shown, it is unknown and will need to be proven on site.
YVW Ref: 1054093



Yarra Valley Water
Sewerage Depth Offset Asset Map

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1000

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title
Proposed Title
Access Point Number SPS12-34
Sewer Pipe Flow
Existing Sewer
Change of Grade

Circular Access Point
Offset Distance
Square Manhole
End of Pipe
Maintenance Shaft
Inspection Shaft
Pump Station
Ventilation

Abbreviation Pipe Material

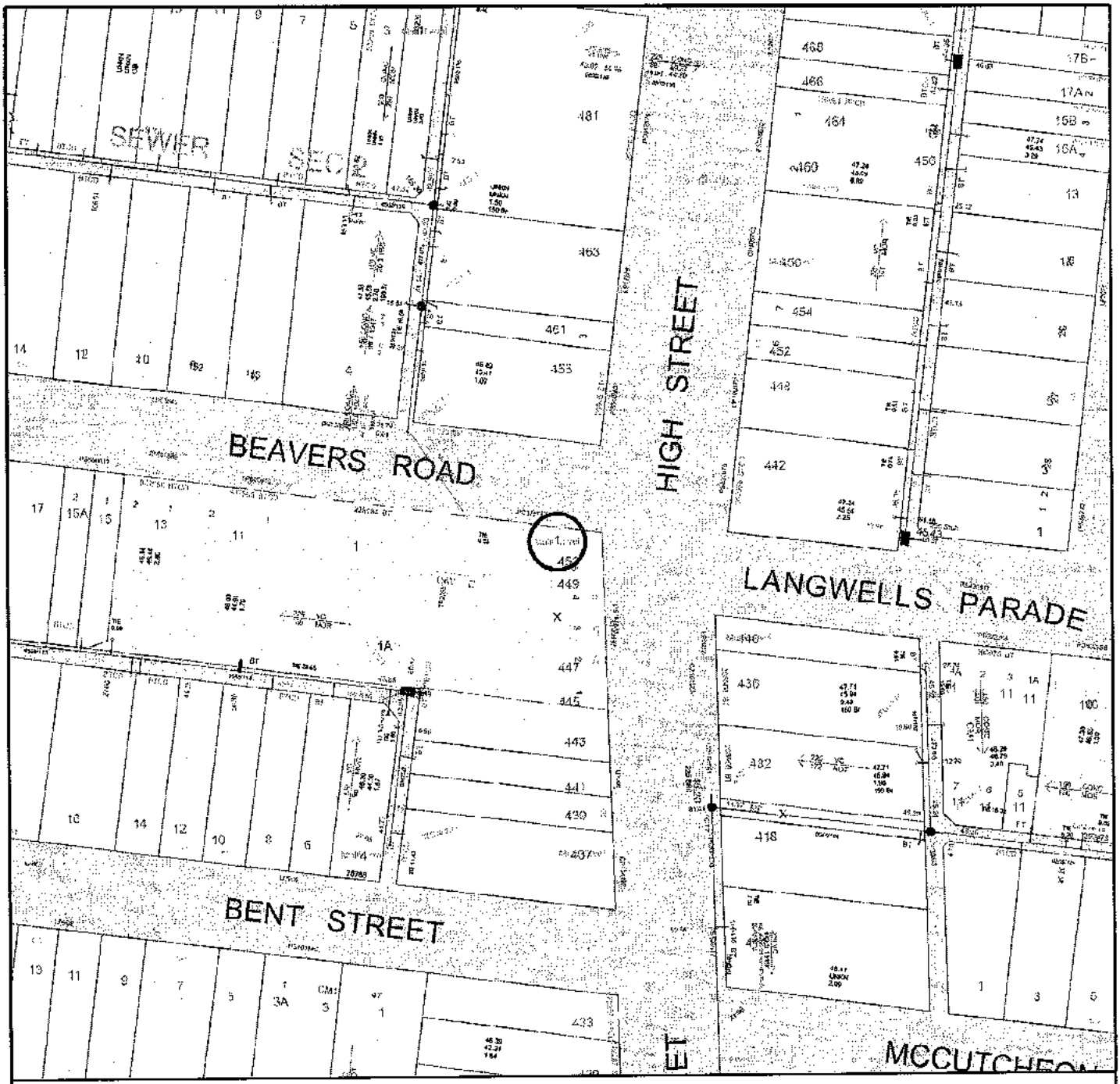
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: VC
Average Depth (m): 3.37
Branch Length (m): 1.75

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 1054093



Yarra Valley Water
Sewer Branch
Asset Map

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1000

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number SPS12-34
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade
- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

Abbreviation Pipe Material

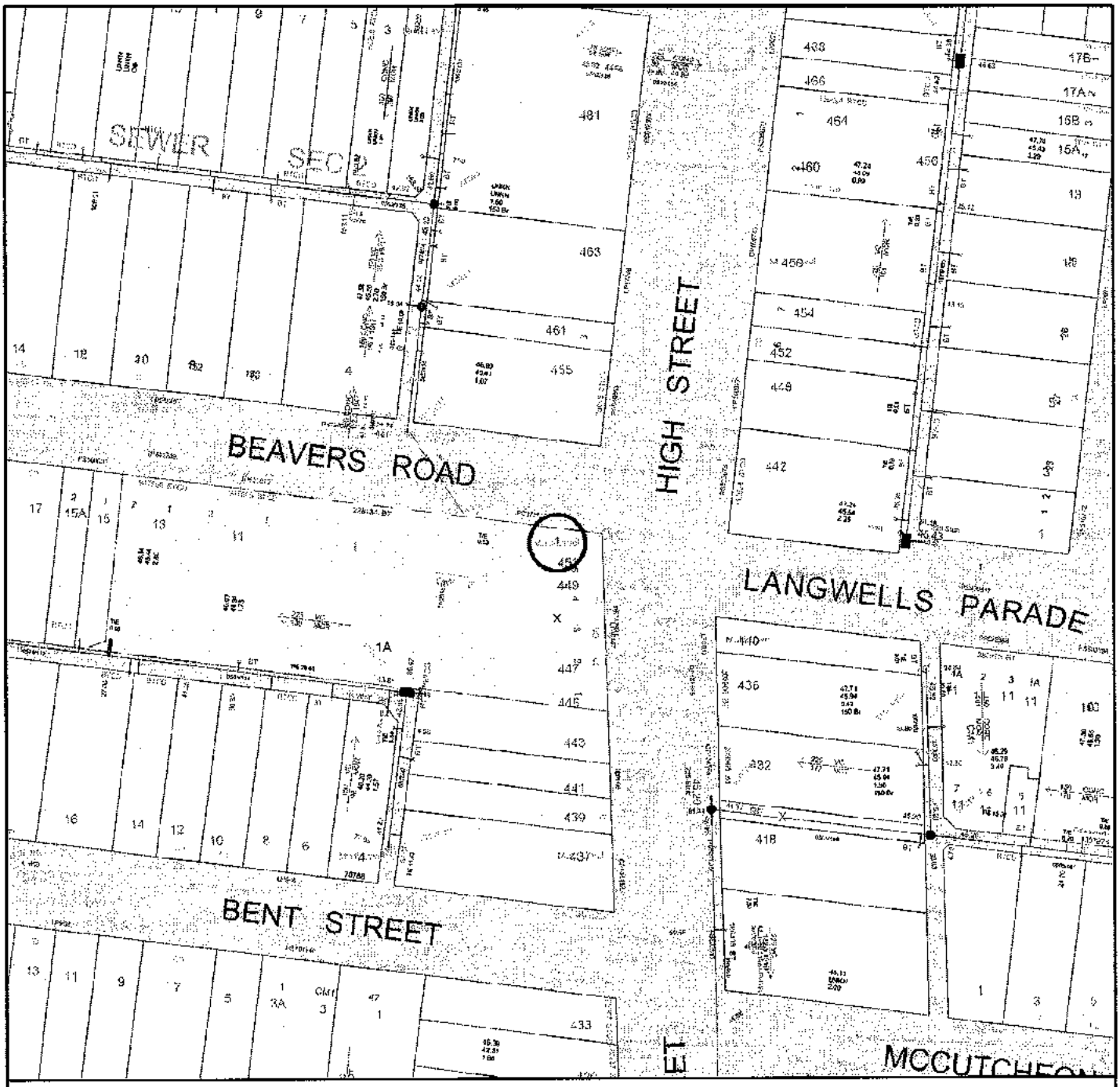
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.09
Branch Length(m) 1.75

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 1054093



Yarra Valley Water
Sewer Branch
Asset Map

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1000

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number SPS12-34
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade
- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

Abbreviation Pipe Material

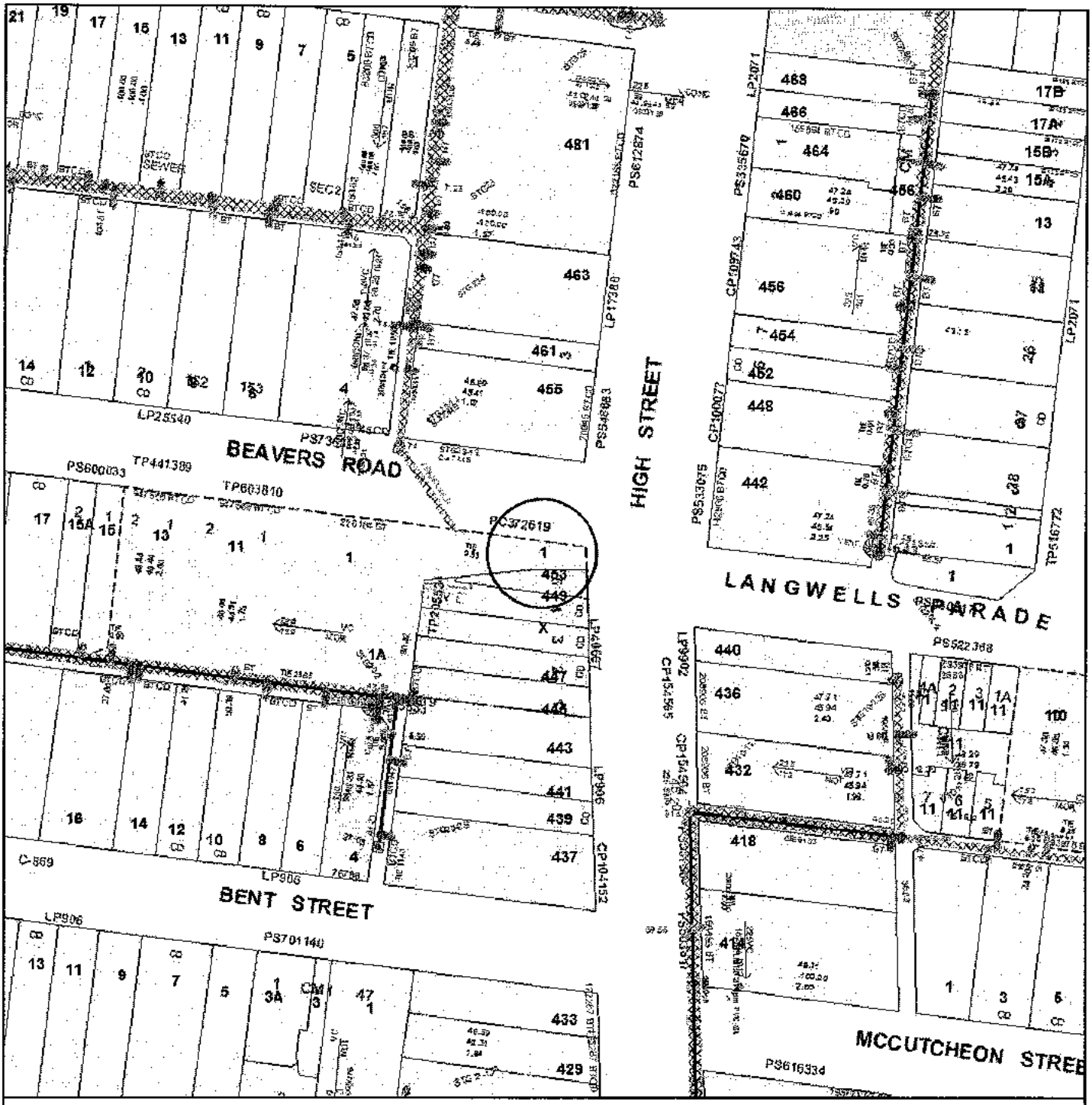
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONC	C Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 1.5
Branch Length(m) 2.8

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 1054093



Yarra Valley Water
Build Over Plan Reference: Plan A
General Structures

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1:1000

N

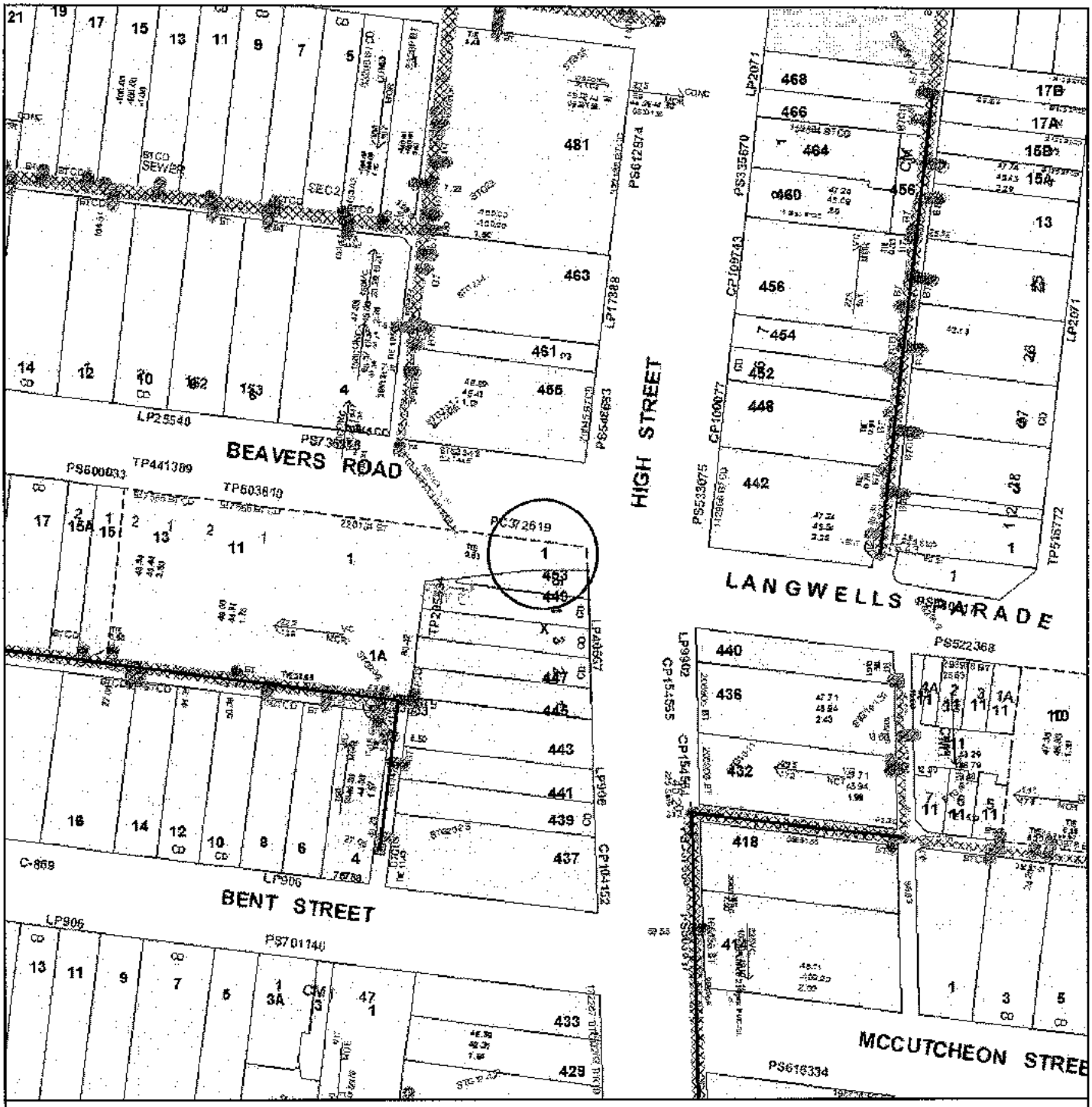
Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 241651

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan E
Excavation and Landscaping

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1:1000

N

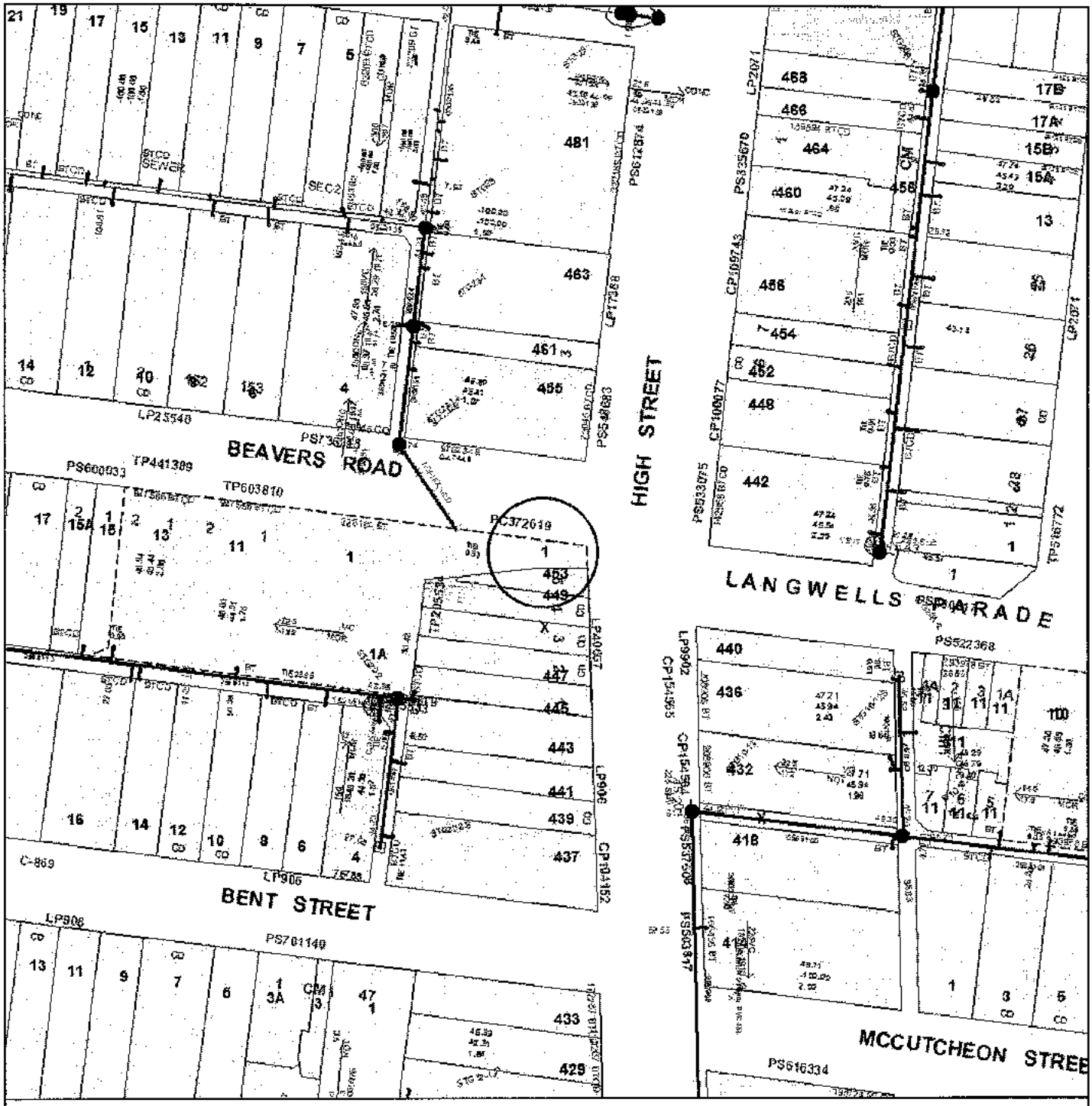
Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 241651

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan F
Driveways and paving

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1:1000

N

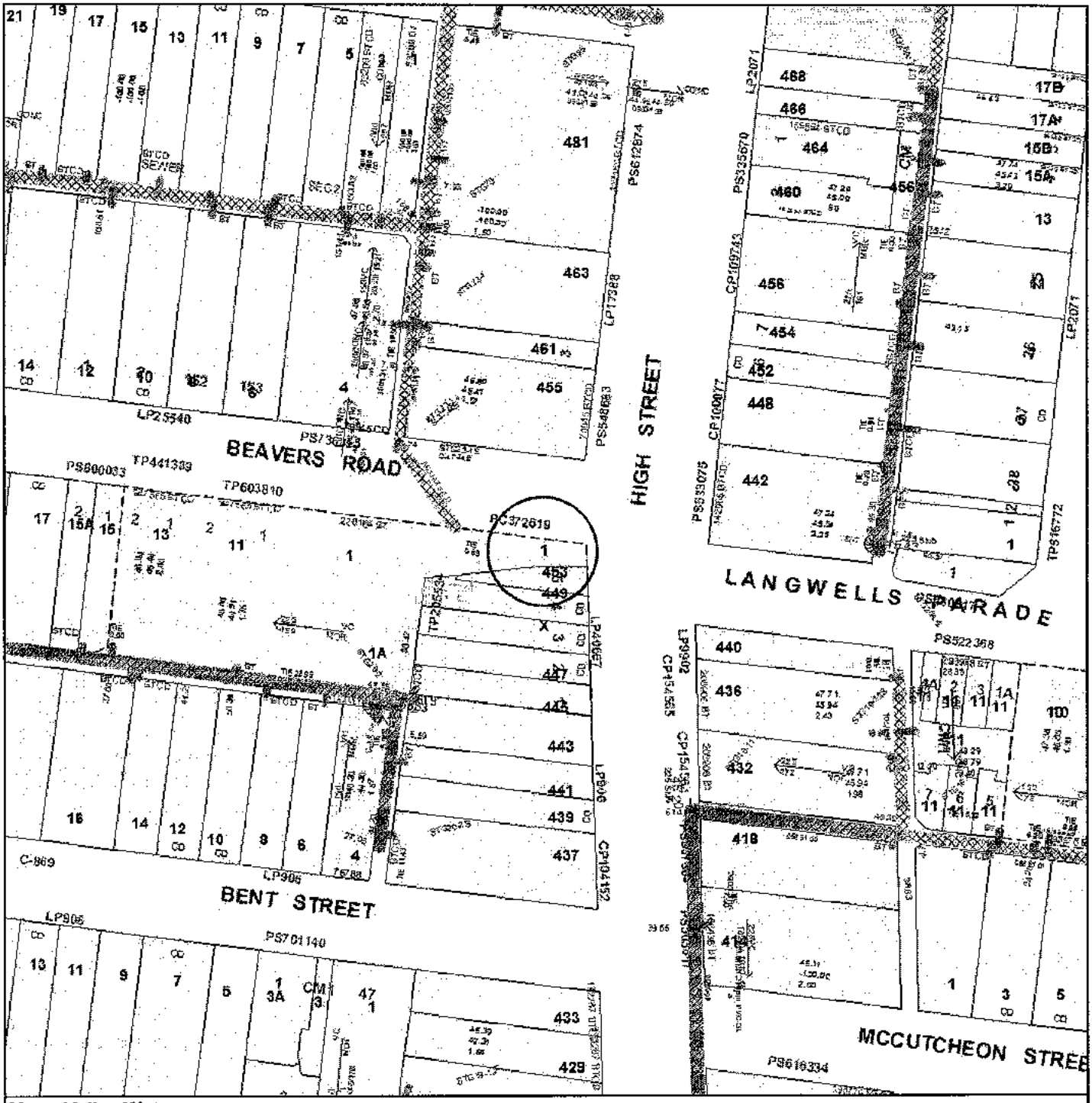
Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 241651

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	////	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	XXXX	Assets and area that cannot be built over.
Green highlighted assets	———	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water **Build Over Plan Reference: Plan J** **Below ground pools, poles and towers**	**Address**	1-9A BEAVERS ROAD NORTHCOTE 3070	
	Date	15/03/2017	N
	Scale	1:1000	

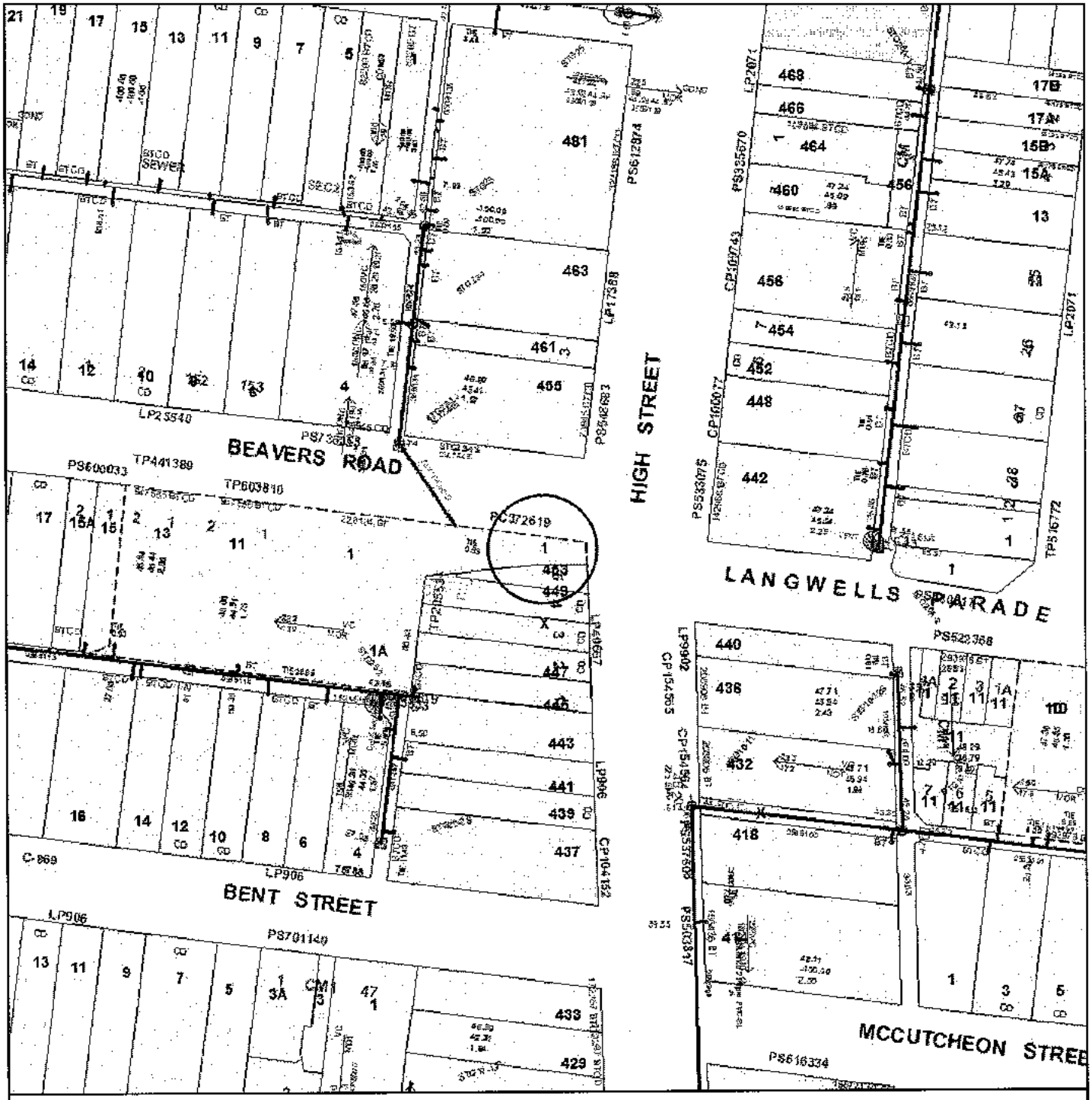
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 241651

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan K
Utilities and Property Drains

Address 1-9A BEAVERS ROAD NORTHCOTE 3070

Date	15/03/2017
Scale	1:1000

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 241651

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

    If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website easyACCESS Land Development Hub.

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151 and *Owners Corporations Regulations 2018* Regulation 16

Plan of Subdivision	PS 747681F OC 1
Address of Property	Pace of Northcote, 445-453 High St & 1-3 Beavers Rd NORTHCOTE
This certificate is issued for Lot	214
Postal address	Level 3, 312 St Kilda Road MELBOURNE VIC 3004
Vendor	Alyssa Gissara
Applicant for the certificate	Alyssa Gissara
Address for delivery of certificate	agisssa@hotmail.com
Date application was received	4th February 2024
Reference	NA
This certificate is issued for Lot 214 - PS 747681F OC 1	

IMPORTANT: The information in this certificate is issued on **06/02/2024**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

1) The current fees for the above lot are **$1,637.01** per annum, for the year commencing 01/12/2022 paid Quarterly.

See breakdown of fees below:

Due Date	01/12/2022	01/03/2023	01/06/2023	01/09/2023
Administration Fund	$334.51	$316.09	$316.09	$316.09
Maintenance Fund	$71.90	$94.11	$94.11	$94.11

The first and second quarterly levies for the financial year commencing 01/12/2023 have been issued as interim levies on the committee endorsed budget which is subject to approval at the upcoming AGM. If there are any changes to the Committee endorsed budget at the AGM subsequent levies that have not yet been issued will be adjusted accordingly.

Due Date	01/12/2023	01/03/2024
Administration Fund	$348.95	$348.95
Maintenance Fund	$106.03	$106.03

2) The fees are paid up to **29/02/2024**

3) The total of any unpaid fees or charges for the lot are: **$75.00 which relates to the issuance of a final fee notice for overdue levies**

4) The following special fees or levies have been struck, and the dates in which they were struck and payable are:
Nil.

5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

6) The Owners Corporation has the following insurance cover:

Insurance Company:	Chubb
Policy Number:	02GS033425
Kind of Policy:	Residential Strata
Buildings Covered:	All
Building Sum:	$30,300,000
Public Liability:	$30,000,000
Expiry date of policy:	20/11/2024

7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
No

8) The total funds held by the Owners Corporation as at 06/02/2024:

Administrative Fund	Maintenance Fund	Total
$14,886.17	$96,663.54	$111,549.71

9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.

10) Details of all current contracts, leases, licences or agreements affecting the common property:

Licences

27/11/2017 High Street Northcote Pty Ltd, for the purpose of erecting and maintaining retail advertising and signage (Lot 1)
27/11/2017 High Street Northcote Pty Ltd, for the purpose of erecting and maintaining retail advertising and signage (Lot 2)
27/11/2017 High Street Northcote Pty Ltd, for the purpose of erecting and maintaining retail advertising and signage (Lot 3)

Other

17/11/2017 Easements As recorded on PS747681F
27/11/2017 CitiPower Pty & Powercor Australia Indoor substation agreement
27/11/2017 Origin Energy Electricity Limited as outlined in embedded network deed Licence of common property.

Contracts & Agreements

Electricity supply, CitiPower, indoor substation agreement
Gas and bulk hot water, Origin Energy
FIP Monitoring services, Tyco Australia Pty Limited (ADT Fire Monitoring)
Lift Maintenance Services, Kone Elevators Pty Ltd
Electricity Embedded network, Origin Energy Electricity Limited
Pump maintenance, All Purpose Pumps Pty Ltd
Building Maintenance and Facilities Management Service Agreement, National Facilities Services
Lift phones, Telair Pty Ltd
BM phone and Internet data, NBN + Telstra
Owners Corporation Manager, Bluestone OCM Pty Ltd
Building Management Software, Building Link International
Essential Services Maintenance, Fire and Wire

11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied

13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings, except:

To recover the debts of members should significant arrears arise.

14) The Owners Corporation has appointed a Manager. Details as follows:

Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004

15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.

16) The following documents are attached to the Owners Corporation certificate:

1. **The minutes of the most recent annual general meeting of the Owners Corporation**
2. **A copy of the consolidated rules registered at Land Victoria**
3. **The Statement of Advice and Information for Prospective Purchasers and Lot Owners**
4. **A copy of the Certificate of Currency.**

17) Additional Information

Nil.

This Owners Corporation Certificate was prepared by:

Justine Ashby
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation

Signature: 

Date: 06/02/2024

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151 and Owners Corporations Regulations 2018 Regulation 16

Plan of Subdivision	PS 747681F OC 2
Address of Property	Pace of Northcote, 445-453 High St & 1-3 Beavers Rd NORTHCOTE
This certificate is issued for Lot	214
Postal address	Level 3, 312 St Kilda Road MELBOURNE VIC 3004
Vendor	Alyssa Gissara
Applicant for the certificate	Alyssa Gissara
Address for delivery of certificate	agisssa@hotmail.com
Date application was received	4th February 2024
Reference	NA
This certificate is issued for Lot 214 - PS 747681F OC 2	

IMPORTANT: The information in this certificate is issued **on 06/02/2024.** You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

1) The current fees for the above lot are **$1,417.07** per annum, for the year commencing 01/12/2022 paid Quarterly.

See breakdown of fees below:

Due Date	**01/12/2022**	**01/03/2023**	**01/06/2023**	**01/09/2023**
Administration Fund	$234.05	$309.97	$309.97	$309.97
Maintenance Fund	$67.98	$61.71	$61.71	$61.71

The first and second quarterly levies for the financial year commencing 01/12/2023 have been issued as interim levies on the committee endorsed budget which is subject to approval at the upcoming AGM. If there are any changes to the Committee endorsed budget at the AGM subsequent levies that have not yet been issued will be adjusted accordingly

Due Date	**01/12/2023**	**01/03/2024**
Administration Fund	$341.30	$341.30
Maintenance Fund	$55.55	$55.55

2) The fees are paid up to **30/11/2023**

3) The total of any unpaid fees or charges for the lot are: **$79.98 which relates to the issuance of a final fee notice as well as a short payment of levies for the period 01/12/2023 to 29/02/2024**

4) The following special fees or levies have been struck, and the dates in which they were struck and payable are:
Nil.

5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

6) The Owners Corporation has the following insurance cover:
The Insurance Policy is held by Owners Corporation No.1. Please refer to the Owners Corporation No.1 Certificate.

7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
No

8) The total funds held by the Owners Corporation as at 06/02/2024:

Administrative Fund	**Maintenance Fund**	**Total**
$110,995.04	$92,119.35	$203,114.39

9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.

10) Details of all current contracts, leases, licences or agreements affecting the common property:

Contracts & Agreements
Waste Collection, BinBoy Environmental Pty Ltd, current
Waste chute cleaning, Wheelie Bin Cleaning Man Pty Ltd, current
Electricity Embedded network, Origin Energy Electricity Limited, current
Building Maintenance and Facilities Management Service Agreement, National Facilities Services
Gas and bulk hot water, Origin Energy

11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied

13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings. except:
To recover the debts of members should significant arrears arise.

14) The Owners Corporation has appointed a Manager. Details as follows:
Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004

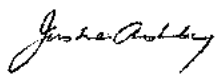
15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.

16) The following documents are attached to the Owners Corporation certificate:
1. **The minutes of the most recent annual general meeting of the Owners Corporation**
2. **A copy of the consolidated rules registered at Land Victoria**
3. **The Statement of Advice and Information for Prospective Purchasers and Lot Owners**

17) Additional Information
Nil.

This Owners Corporation Certificate was prepared by:

Justine Ashby
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation

Signature: 

Date: 06/02/2024

Wednesday, 24 November 2021

Stephen Rydon
Bluestone OCM Pty Ltd
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004

By email only: stephen.rydon@bluestoneocm.com.au

Dear Stephen,

445-453 High Street Northcote (aka 5 Beavers Road Northcote)

The Victorian Building Authority (VBA) is leading the Victorian Statewide Cladding Audit on behalf of the Victorian Government.

The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding - such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polyethylene/polymer core.

Inspection results

As part of the audit, an inspection was carried out on the above building. The inspection identified that the building is out of scope of the Victorian Statewide Cladding Audit and does not require further review by an Expert Panel of building and fire safety experts.

This building was ruled out-of-scope for the following reason/s:

- The building does not have combustible cladding (expanded polystyrene or aluminium composite panels with a polyethylene or polymer core).

Please update occupants and owners about the findings of the inspection. The VBA suggests that this letter is distributed to occupants and owners and displayed in the common areas of the building.

We also ask that you to include this letter on Section 32 statements and owner's corporation certificates if apartments in this building are advertised for sale.

Your responsibility

It is the responsibility of building owners to ensure that all essential safety measures (*sprinklers, fire hydrants, fire extinguishers, smoke alarms, emergency exit signage, fire doors, sprinklers*) are maintained in a fully operational manner. Maintenance records must be updated and be available for inspection if requested.

It's also a good time to review the fire safety practices for the building.

We recommend the following actions:

1. Ensure smoke alarms are in working order and are not obstructed, hindered or disabled.
2. Adopt good housekeeping measures to ensure combustible materials or waste are not stored at ground level, on balconies or near temporary fixtures such as blinds or awnings.
3. Remind occupants to be mindful of common ignition sources such as barbecues, heaters and cigarettes, particularly on balconies or near combustible material.
4. Make sure fire doors are not blocked, obstructed or held open.
5. Ensure all occupants know the building's evacuation plan and fire safety procedures.
6. Making building fire safety an ongoing discussion with occupants.

Please discuss any fire safety concerns with the following authorities:

1. City of Darebin Building Department on 03 8470 8888
2. Fire Rescue Victoria frv.vic.gov.au.

In the event of a fire, occupants should call 000 immediately.

Thank you for your assistance. If you have any further questions, please don't hesitate to contact us via return email.

Yours sincerely,



Katherine Kolar
Team Leader, Cladding Operations

BLUESTONE
OWNERS CORPORATION MANAGEMENT

BLUESTONE OCM PTY LTD
+61 (3) 8535 2470 | info@bluestoneocm.com.au
Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 980 820
bluestoneocm.com.au

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation No.1, No.2 & No.3 PS747681F
PACE OF NORTHCOTE
5 BEAVERS ROAD, NORTHCOTE VIC 3070

Date: Thursday, 13th April 2023
Location: Zoom Webinar – Online Conference
Meeting start time: 5.00 pm
Meeting finish time: 6.35 pm

Meeting Open
Justine Ashby opened the meeting and welcomed members in attendance.

Attendance, Apologies and Proxies

The following Members were in attendance:
Owners Corporation No.1

8G	Ms Ruby Rose Nunan-Jackson	*Entitled to vote*
10G	Ognjen Tomic	*Entitled to vote*
119	Diana Carolina Guerra	*Entitled to vote*
121	Ms Tania Rostan	*Entitled to vote*
124	Ms Judith Anne Scott	*Entitled to vote*
219	Ms Jan Palich	*Entitled to vote*
301	Mr David Richard John Nye	*Entitled to vote*
315	Natasha Ethnie Weir	*Entitled to vote*
410	Mr Shane Seekamp	*Entitled to vote*
501	Mr Martin Andrew Askew	*Entitled to vote*
601	Mr Roger Sparvell & Mrs Alexandra Sparvell	*Entitled to vote*
602	Mr Ivanco Neskovski	*Entitled to vote*
603	Mr Paul Spencer	*Entitled to vote*
606	Mr Peter Gerard Haebets	*Entitled to vote*
701	Mrs Diane Jones	*Entitled to vote*
702	Ms Danielle Kristine Raven	*Entitled to vote*
703	Flavia Bottazzi	*Entitled to vote*

Owners Corporation No.2

8G	Ms Ruby Rose Nunan-Jackson	*Entitled to vote*
10G	Ognjen Tomic	*Entitled to vote*
119	Diana Carolina Guerra	*Entitled to vote*
121	Ms Tania Rostan	*Entitled to vote*
124	Ms Judith Anne Scott	*Entitled to vote*
219	Ms Jan Palich	*Entitled to vote*
301	Mr David Richard John Nye	*Entitled to vote*
315	Natasha Ethnie Weir	*Entitled to vote*
410	Mr Shane Seekamp	*Entitled to vote*
501	Mr Martin Andrew Askew	*Entitled to vote*
601	Mr Roger Sparvell & Mrs Alexandra Sparvell	*Entitled to vote*
602	Mr Ivanco Neskovski	*Entitled to vote*
603	Mr Paul Spencer	*Entitled to vote*
606	Mr Peter Gerard Haebets	*Entitled to vote*
701	Mrs Diane Jones	*Entitled to vote*
702	Ms Danielle Kristine Raven	*Entitled to vote*
703	Flavia Bottazzi	*Entitled to vote*

Apologies Received:
Lot 409 Ephraim Grunhard OC No.1 & No.2
Ian Brown – National Facilities Service (Building Management)

Present by Invitation:
Justine Ashby, Owners Corporation Manager of Bluestone OCM Pty Ltd
Alex Mitchell, General Manager of Bluestone OCM Pty Ltd
Marian Bishay, Assistant Owners Corporation Manager of Bluestone OCM Pty Ltd

Admittance of Proxies:
Owners Corporation No.1

Lot 401	Mr Peter Calleja Appointed Mr Roger Sparvell	*Entitled to vote*
Lot 701	Mr Bernard Jones Appointed Mrs Diane Jones	*Entitled to vote*

Owners Corporation No.2

Lot 401	Mr Peter Calleja Appointed Mr Roger Sparvell	*Entitled to vote*
Lot 701	Mr Bernard Jones Appointed Mrs Diane Jones	*Entitled to vote*

1. **Electronic Voting**
   Owners Corporation No.1, No.2 & No. 3 resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.
   Motion: ***Carried***

2. **Establishment of a Quorum**

Pursuant to s.*77 Owners Corporations Act 2006,* a quorum for a general meeting is 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the lot entitlement.

Owners Corporation No.1, No.2 & No.3 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present.

15% of 114 number of lots were represented at the meeting.
Motion: ***Carried***

Please note:
Pursuant to s. 78(4) of the *Owners Corporations Act 2006*, Interim resolutions become resolutions of the Owners Corporation:

(a) subject to paragraph, (b) and(c), 29 days from the date of the interim resolution; or

(b) if notice of a special general meeting is given within that 29- day period and the meeting is held within 28 days after the notice if given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Effectively this means that an interim resolution cannot be acted for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held 28 days after the notice has been given), or if the meeting is not held, until the end of the 28 day period.

3. **Appointment of Chairperson for the Meeting**

Owners Corporation No.1, No.2 & No.3 resolves to appoint Ms Justine Ashby of Bluestone OCM Pty Ltd as the Chairperson for the meeting.
Motion: ***Carried***

4. **Meeting to run concurrently for multiple Owners Corporations**

Owners Corporation No.1, No.2 & No.3 resolves that the Annual General Meetings for the Unlimited and Limited Owners Corporations will run concurrently.
Motion: ***Carried***

5. **Previous Minutes**

Owners Corporation No.1, No.2 & No.3 resolves to accept the Minutes of the previous Annual General Meeting held on 21 March 2022 as a true and correct record of the meeting.
Motion: ***Carried***

6. **Election of Owners Corporation Committee**

Owners Corporation No. 1:

Owners Corporation No.1 reviewed the 7 nominations received:

Motion: ***Carried***

And resolves to elect the following 7 members to the Committee:

Peter Calleja	Lot 401
Roger Sparvell	Lot 601
Paul Spencer	Lot 603
Peter Haebets	Lot 606
Diane Jones	Lot 701
Judy Scott	Lot 124
Ruby Nunan-Jackson	Lot 8G

Owners Corporation No. 2:

Owners Corporation No.2 reviewed the 7 nominations received:

Motion: ***Carried***

And resolves to elect the following 7 members to the Committee:

Peter Calleja	Lot 401
Roger Sparvell	Lot 601
Paul Spencer	Lot 603
Peter Haebets	Lot 606
Diane Jones	Lot 701
Judy Scott	Lot 124
Ruby Nunan-Jackson	Lot 8G

Owners Corporation No.3:

Owners Corporation No.3 resolves not to elect a Committee and to appoint Gary Clark (Lot 3) as the Chairperson of the Owners Corporation.

Motion: ***Carried***

7. **Committee Meeting**

Members will be advised of the Committee Meeting dates in due course.

8. **Delegations**

Owners Corporation No.1, No.2 & No.3 resolves to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) *Owners Corporations Act 2006.* These powers and functions are set out the in the *Owners Corporations Act 2006, Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

Motion: ***Carried***

Owners Corporation No.1, No.2 & No.3 resolves to delegate all of the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) Owners Corporations Act 2006 to enable the Manager to carry out its functions. These powers and functions are set out the in the Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Rules of the Owners Corporation.
Motion: ***Carried***

9. **Consideration of Reports**

Owners Corporation Manager's Report
Owners Corporation No.1, No.2 & No.3 acknowledges the Manager's Report as presented.
Motion: ***Carried***

Committee Report
Owners Corporation No.1, No.2 & No.3 acknowledges the Committee Report as presented.
Motion: ***Carried***

Maintenance Plan Status Report
Owners Corporation No.1, No.2 & No.3 acknowledges the Maintenance Plan Status Report as presented.
Motion: ***Carried***

10. **Appointment of Auditor**

Owners Corporation No.1, No.2 & No.3 resolves to appoint J&T Partnership to Audit the Financial Statements after the end of the financial year, pursuant to s. 35 (1) *Owners Corporations Act 2006.*
Motion: ***Carried***

11. **Appointment of Public Officer**

Owners Corporation No.1, No.2 & No.3 resolves to appoint Mr. John Richmond, Director of Bluestone OCM Pty Ltd as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.
Motion: ***Carried***

12. **Annual Financial Statements**

Owners Corporation No.1, No.2 & No.3 resolves to accept the Financial Statements for the period 1 December 2021 to 30 November 2022 which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) Owners Corporations Act 2006. M
Motion: ***Carried***

13. **Administration Fund Budget and Levy Contribution**

Owners Corporation No.1:
Owners Corporation No.1 resolves to adopt the Administrative Fund Budget for the year ending 30 November 2023, comprising of Total Expenditure of **$163,554 (excl GST)** and Maintenance Fund Levies to be raised across the full year of **$179,909.40 (inc GST).**
Motion: ***Carried***

Owners Corporation No.1 resolves that the levy periods are QUARTERLY and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:
QTR1: 01/12/2022 to 28/02/2023 – these levies issued as interim*
QTR2: 01/03/2023 to 31/05/2023– these levies issued as interim*
QTR3: 01/06/2023 to 31/08/2023
QTR4: 01/09/2023 to 30/11/2023

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.
Motion: ***Carried***

Owners Corporation No.2:
Owners Corporation No.2 resolves to adopt the Administrative Fund Budget for the year ending 30 November 2023, c comprising of Total Expenditure of **$142,320 (excl GST)** and Maintenance Fund Levies to be raised across the full year of **$156,552 (inc GST).**
Motion: ***Carried***

Owners Corporation No.2 resolves that the levy periods are QUARTERLY and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/12/2022 to 28/02/2023 – these levies issued as interim*
QTR2: 01/03/2023 to 31/05/2023– these levies issued as interim*
QTR3: 01/06/2023 to 31/08/2023
QTR4: 01/09/2023 to 30/11/2023

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.
Motion: ***Carried***

Owners Corporation No.3:
Owners Corporation No.3 resolves to adopt the Administrative Fund Budget for the year ending 30 November 2023, comprising of Total Expenditure of **$17,254 (excl GST)** and Maintenance Fund Levies to be raised across the full year of **$18,979.40 (inc GST).**
Motion: ***Carried***

Owners Corporation No.3 resolves that the levy periods are QUARTERLY and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/12/2022 to 28/02/2023 – these levies issued as interim*
QTR2: 01/03/2023 to 31/05/2023– these levies issued as interim*
QTR3: 01/06/2023 to 31/08/2023
QTR4: 01/09/2023 to 30/11/2023

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.
Motion: ***Carried***

14. Maintenance Plan

Owners Corporation No.1, No.2 & No.3:
Owners Corporation No.1, No.2 & No.3 resolves to approve the Roscon Maintenance Plan, pursuant to s. 36(1) *Owners Corporations Act 2006*.
Motion: ***Carried***

15. Maintenance Fund Budget and Levy Contribution

Owners Corporation No.1:
Owners Corporation No.1 resolves to adopt the Maintenance Fund Budget for the year ending 30 November 2023 comprising of Total Expenditure of **$33,510 (excl GST)** and Maintenance Fund Levies to be raised across the full year of **$49,681.50 (inc GST).**
Motion: ***Carried***

Owners Corporation No.1 resolves that the levy periods are QUARTERLY and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below.

QTR1: 01/12/2022 to 28/02/2023 – these levies issued as interim*
QTR2: 01/03/2023 to 31/05/2023– these levies issued as interim*
QTR3: 01/06/2023 to 31/08/2023
QTR4: 01/09/2023 to 30/11/2023

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.
Motion: ***Carried***

Owners Corporation No.2:
Owners Corporation No.2 resolves to adopt the Maintenance Fund Budget for the year ending 30 November 2023 comprising of Total Expenditure of **$24,928 (excl GST)** and Maintenance Fund Levies to be raised across the full year of **$34,045 (inc GST).**
Motion: ***Carried***

Owners Corporation No.2 resolves that the levy periods are QUARTERLY and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below.

QTR1: 01/12/2022 to 28/02/2023 – these levies issued as interim*
QTR2: 01/03/2023 to 31/05/2023– these levies issued as interim*
QTR3: 01/06/2023 to 31/08/2023
QTR4: 01/09/2023 to 30/11/2023

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.
Motion: ***Carried***

Owners Corporation No.3:
Owners Corporation No.3 resolves to adopt the Maintenance Fund Budget for the year ending 30 November 2023 comprising of Total Expenditure of **$514 (excl GST)** and Maintenance Fund Levies to be raised across the full year of **$799.70 (inc GST).**
Motion: ***Carried***

Owners Corporation No.3 resolves that the levy periods are QUARTERLY and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below.

QTR1: 01/12/2022 to 28/02/2023 – these levies issued as interim*
QTR2: 01/03/2023 to 31/05/2023– these levies issued as interim*
QTR3: 01/06/2023 to 31/08/2023
QTR4: 01/09/2023 to 30/11/2023

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.
Motion: ***Carried***

Owners Corporation No.1, No.2 & No.3 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30 November 2024) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the
Motion: ***Carried***

16. Additional annual fee on a Lot Owner

Owners Corporation Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23(3A) & (3B) *Owners Corporations Act 2006*, the Owners Corporation may levy an additional annual fee on a lot owner if – (a) the Owners Corporation has incurred additional costs arising from the particular use of the lot by the lot owner; and (b) an annual fee set on the basis of the lot liability of the lot owner would not adequately take account of those additional costs; And that any additional annual fees under subsection (3A) must be levied on the basis that the lot owner of the lot that benefits more from the use of the lot pays more.
Motion: ***Carried***

17. Owners Corporation may levy fees in relation to Insurance

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23A(1) & (2) *Owners Corporations Act 2006,* the Owners Corporation may levy fees to cover the costs of the premium for reinstatement and replacement insurance taken out in accordance with Division 6 of Part 3; and such fees levied must be based on lot entitlement.
Motion: ***Carried***

Owners Corporation Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23A(3) *Owners Corporations Act 2006*, the Owners Corporation may levy a lot owner a fee to cover the cost of any of the following –

(a) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of –

(i) a lot owner; or
(ii) a lot owner's lessee; or
(iii) a guest of a lot owner or a guest of a lot owner's lessee;

(b) damage to the common property that is caused by a lot owner or a lot owner's lessee where either—

(i) the damage is not covered by insurance; or
(ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;

(c) an excess amount on an insurance claim if the claim solely relates to a lot owner's lot.

Please note: The Owners Corporation may determine the times for payment of fees levies under subsection (1) and (3).
Motion: ***Carried***

18. Penalty interest

Owners Corporation No.1, No.2 & No.3 resolves for the Owners Corporation to apply a penalty interest rate in accordance with s. 29 *Owners Corporations Act 2006* at the rate for the time being fixed under s. 2 of the *Penalty Interest Rates Act 1983*. Such interest will apply to money owed by a member for fees and charges which are paid after the due date.

Motion: ***Carried***

19. Debt Recovery

Owners Corporation No.1, No.2 & No 3 resolves to approve that the Committee can take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given, pursuant to s. 32(c) *Owners Corporations Act 2006*

Motion: ***Carried***

Owners Corporation No.1, No.2 & No.3 resolves to approve that the Committee can engage the services of a lawyer and/or debt collector for the purpose of collecting overdue fees and charges owing to the Owners Corporation.

Motion: ***Carried***

Owners Corporation No.1, No.2 & No.3 acknowledges that the Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction as a debt due to the Owners Corporation (s. 30(1) *Owners Corporations Act 2006*), which may include but is not limited to: the Victorian Civil and Administrative Tribunal, the Magistrates Court of Victoria or a Court of another State or a Territory that corresponds to the Magistrates Court.

Motion: ***Carried***

Owners Corporation No.1, No.2 & No.3 acknowledges that an Order requiring a lot owner to pay the Owners Corporation reasonable costs incurred by the Owners Corporation in recovering an unpaid amount from the lot owner (other than costs in the proceeding) may be made by VCAT in accordance with s. 165(1) (ca) *Owners Corporations Act 2006*. This includes but is not limited to; Administration fees charged to the Owners Corporation by the Manager, debt collection and legal fees incurred as a result of the failure to pay levies, fees and charges due.

Motion: ***Carried***

20. Power to bring legal proceedings

Owners Corporation No.1, No.2 & No.3 acknowledges that if a matter is within the civil jurisdictional limit of the Magistrates Court and an Owners Corporation is authorised to do so by ordinary resolution, the Owners Corporation may commence any legal proceeding in (a) the Magistrates Court; or (b) VCAT or any other tribunal; or (c) a court of another State or a Territory that corresponds to the Magistrates Court.

Motion: ***Carried***

21. Insurance Policy Components

Owners Corporation No.1 resolves to accept and endorse the components of the insurance policy as outlined below and acknowledges that a copy of the Certificate of Currency has been included with the Notice of Meeting.

INSURANCE COMPANY:	Chubb Insurance Australia Limited
INSURANCE BROKER:	Whitbread Brokers Pty Ltd
POLICY NUMBER:	02GS033425
SUM INSURED:	$44,910,660
RENEWAL DATE:	20/11/2023
BUILDING & CONTENTS:	$44,910,660
TEMP ACCOM / LOSS OF RENT:	$6,669,900
GENERAL LIABILITY:	$30,000,000
FIDELITY GUARANTEE / CRIME INSURANCE:	$250,000
OFFICE BEARERS' LIABILITY:	$1,000,000
VOLUNTEER WORKERS:	$200,000
PROFESSIONAL EXPENSES:	$30,000
APPEAL EXPENSES:	$150,000
MACHINERY BREAKDOWN:	$100,000
LOT OWNERS' IMPROVEMENTS:	$250,000

Claim Excess:

All Other Claims $1,000 per claim

Earthquake, subterranean fire, or volcanic eruption: $20,000

or any amount equal to 1% of the total declared values at the situation damage occurs, whichever is the lesser.

Motion: ***Carried***

Please Note: ***The Owners Corporation insurance does not extend to cover personal items within the apartment. Personal items include carpets and temporary flooring (unless specified on your policy schedule), wall and ceiling coverings, fixtures removable by lessee at end of lease, anything prescribed as not forming part of the building or any privately owned contents within the Lot. Members are urged to seek their own insurance advice on a separate insurance policy to protect their interest with regard to contents and personal belongings within their individual lots.***

Owners Corporation No.1 acknowledges that Bluestone OCM Pty Ltd is an Authorised Representative of Whitbread Insurance Brokers Pty Ltd and is qualified to give general advice and factual advice about insurance, not personal advice.

Motion: ***Carried***

22. Insurance FSG & PDS

Owners Corporation No.1 acknowledges that the Insurance Broker's Financial Service Guide (FSG) was provided to the Committee at the time of Policy renewal and a copy of the FSG is available from the Manager upon request.

Motion: ***Carried***

Owners Corporation No.1 acknowledges that the Product Disclosure Statement (PDS) was provided to the Committee at the time of Policy renewal and a copy of the PDS is available from the Manager upon request.

Motion: Carried

23. Insurance Valuation Report

Owners Corporation No.1 acknowledges receipt of the Insurance Valuation Report as commissioned on 5th December 2021 by Solutions In Engineering, pursuant to s. 65(1) & (3) Owners Corporations Act 2006

Motion: Carried

24. Confirmation of Appointment – Owners Corporation Manager

At the Committee Meeting of Owners Corporation Owners Corporation No.1, No.2 & No.3 held on 3rd June 2021 and pursuant to the power delegated to it under s. 11(2)(a) of the *Owners Corporations Act 2006*, the Owners Corporation Committee resolved to enter into an updated Contract of Appointment between PS 747681F No.1, No.2 & No.3 and Bluestone OCM Pty Ltd, for a period of 3 years.

Motion: ***Carried***

25. Disposal of Goods abandoned on Common Property

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006*, the Owners Corporation may now dispose of goods abandoned on common property.

The Owners Corporation must issue a notice in writing of the Owners Corporations intention to dispose of the abandoned goods, to the person who abandoned the goods personally, or left at, or sent by post to the persons last known address. The notice must meet the conditions set out under S. 53B Owners Corporations Act 2006.

Before disposing of the goods, the Owners Corporation may move the goods to a safe place, if— (a) the goods block reasonable access to a lot or the common property; and

(b) the Owners Corporation has made a reasonable attempt to locate or communicate with the person who abandoned the goods in order to give the person a notice of intention to dispose of abandoned goods.

An Owners Corporation must not dispose of the goods if—

(a) a dispute exists between the person who abandoned the goods and the Owners Corporation in relation to the goods; and

(b) an application has been made to VCAT by the Owners Corporation in relation to the dispute.

Motion: ***Carried***

26. Compliance Reminder

Owners Corporation No.1, No.2 & No.3 acknowledges the Compliance Reminder as included with the Notice of Meeting.

Motion: ***Carried***

27. General Business

General discussions were held regarding rooftop canopy improvements of which the committee advised that over a duration of time, they have been exploring the viability of providing all-weather covering on the common amenities rooftop canopy area.

Initial investigations and feasibility studies for project management, design, tender, expert advice from structural Engineering/ Building Surveyors, and planning approval indicate approximate costs of $25 -28k, this is not including the build and construction costs estimated between $40k + depending on many factors including overall design, materials, potential awning automation etc. It is anticipated, if this project is of interest to the majority of Lot Owners it will require a significant investment. This proposed project is not funded within the current Owners Corporation Administration and Maintenance funds and will require special levies. The Committee are seeking an understanding of the Lot Owners' appetite if this project has merit and is of interest before undertaking further investigations and budgeting reviews or if the project is to be placed on hold for the time being.

General comments made by attendees indicated that all-purpose cover encompassing the eatery and BBQ area for use in summer and winter (plus consideration of lighting and heating) will add value, will encourage great use and improve the amenities noting that the existing structural framework if used, will require extension or rebuild.

Peter Haebets requested Lot Owners to review and advise if they have any documentation or correspondence from the developer at the time of initial purchase that may reference or indicate that a covering on the rooftop area was part of the initial building design. To review their sale contract clauses for terms and conditions that indicate the builders can alter and amend the building design before settlement and to kindly forward this information to the Owners Corporation Manager for the Committee review. Shane Seekamp advised that a number of items detailed on the original drawings did not eventuate and to his understanding the builder had the discretion to alter and amend as-built details as required.

Paul Spencer advised investigations in 2017 with the council indicated that planning approval for a clear cover was obtained however no building permit was provided. Shade cloth over the existing structure was investigated by the Owners Corporation subcommittee however the proposed product and installation methodology was deemed substandard, not fit for purpose, s24 and an unsatisfactory solution for the long term.

The Owners Corporation Committee under their delegated authority can make ordinary resolution decisions on behalf of the Owners Corporation (reference s113 *OC Act 2006*) and strike special levies up to but no greater than double the annual budget (reference s24.4 *OC Act 2006*) however depending on the project parameters it may require a special resolution of the Owners Corporation Members. (references s52(a) and s53.1 and s53.2(a) &(b) *OC Act 2006*)

The Owners Corporation Committee intends to canvas the owners via survey monkey post the AGM to gain their level of interest, engagement and feedback to provide direction to the Committee.

Other matters raised for Committee consideration are –
- Waste management/ hard waste processes.
- EV charging stations (future-proofing the building).
- Level 7 contractor access for roof access and carpet cleaning.
- Communication and stakeholder engagement with the Members regarding major projects and special levies.

The Committee have purchased a St John supplied Defibrillator which will be stored on the common property for the benefit of the residents with communications pending.

OCM Justine Ashby will contact Lot 703 Flavia Bottazzi after the AGM to discuss private lot renovation procedures and matters.

The Owners Corporation Chair Roger Sparvell thanked the Members for their participation.

The Owners Corporation manager on behalf of the Owners Corporation thanked the outgoing Committee members Ivanco Neskovski and Shyamala Kumaresan for their contribution and welcomed the new Committee members.

28. Meeting Closure

With no further business, the Chairperson thanked the Members for their participation and attending and closed the meeting at 6:35 pm.

References *Owners Corporation Act 2006:*

24 Extraordinary fees and charges

(1) An owners corporation may levy special fees and charges designed to cover extraordinary items of expenditure.

(2) Subject to subsection (2A), the fees and charges must be based on lot liability.

(4) A special resolution is required when exercising a power under subsection (1) if the amount involved is more than twice the total amount of the current annual fees set under section 23.

113 Resolutions of committee to be resolutions of owners corporation

A resolution of the committee of an owners corporation in respect of any matter within its functions and powers has effect as a resolution of the owners corporation.

52 Significant alteration to common property requires special resolution

An owners corporation must not make a significant alteration to the use or appearance of the common property unless—

(a) the alteration is—

(i) first approved by a special resolution of the owners corporation; or

(ii) permitted by the maintenance plan; or

(iii) agreed to under section 53; or

(b) there are reasonable grounds to believe that an immediate alteration is necessary to ensure safety or to prevent significant loss or damage.

53 Upgrading of common property

(1) An owners corporation may by special resolution approve the carrying out of upgrading works for the common property and the levying of fees on lot owners for that purpose.

(1A) Subject to subsection (1B), the fees must be based on lot liability.

(1B) Fees for upgrading works carried out wholly or substantially for the benefit of some or one, but not all, of the lots affected by the owners corporation must be levied on the basis that the lot owner of the lot that benefits more pays more.

(2) In this section ***upgrading works*** *means building works for the upgrading, renovation or improvement of the common property where—*

(a) the total cost of the works is estimated to be more than twice the total amount of the current annual fees; or

(b) the works require a planning permit or a building permit before they can be carried out—

but does not include works that are provided for in an approved maintenance plan or works referred to in section 4(b).

CHUBB

Certificate of Currency

Insured:	OC 747681
Policy Number:	02GS033425
Policy Period:	From: 4PM on 20/11/2023 To: 4PM on 20/11/2024
Particulars Of Insurance:	Residential Strata Insurance as outlined in Chubb Owners Corporation Elite Package Chubb16-275-0521
Location:	445-453 High Street, Northcote VIC 3070
Sum Insured:	
Building & Common property	$44,910,660
Temporary Accommodation and Loss of Rent	$6,669,900
Catastrophe Extension and Owners Improvements	Not Insured
First Loss Terrorism	Not Insured
General Liability	$30,000,000
Crime Insurance	$250,000
Machinery Breakdown	$100,000
Management Committee Liability	$1,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$30,000
Appeal Expenses (in the aggregate any one period)	$150,000
Chubb Proportion:	100%
Date:	30 November 2023

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The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.



Nick Andrejic | **Chubb Insurance Australia Limited**

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Owners corporation notification of making rules

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

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maintaining publicly searchable registers and indexes.

Lodged by

Name: BOUTIQUE CONVEYANCING PTY LTD

Phone: 1300722334

Address: LEVEL 2, 201 FITZROY STREET, ST, ST.KILDA, 3182

Reference: RB: 161128 NORTHCOTE

Customer code: 16681F

Applicant: (full name and address, including postcode)

HIGH STREET NORTHCOTE PTY LTD ACN 610 720 806 OF LEVEL 2, 201 FITZROY STREET, ST.KILDA, 3182

Plan no.: PS747681F Owners corporation no.: 1

A copy of the proposed rules of the owners corporation is provided.

Signing:

35271702A

27E(1)SA

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Owners corporation notification of making rules

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

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Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HIGH STREET NORTHCOTE PTY LTD
Signer Name	ROSLYNNE BRODIE
Signer Organisation	BOUTIQUE CONVEYANCING PTY LTD
Signer Role	LICENSED CONVEYANCER
Signature	
Execution Date	13/11/2017

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PACE of Northcote

Owners Corporation Rules

Owners Corporation No. 1 Plan of Subdivision 747681F
445 – 449 HIGH STREET, NORTHCOTE
And
5 BEAVERS ROAD, NORTHCOTE

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1. Health Safety and Security

1.1. *General*

1.1.1. An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.

1.1.2. The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.

1.1.3. An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.

1.1.4. An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.

1.1.5. If an owner or occupier of a Lot fails to comply with rule 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.

1.1.6. An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.

1.1.7. An owner or occupier of a Lot must install smoke detectors on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.

1.1.8. If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Unit must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks and providing new security devices for all Lots.

1.1.9. An owner or occupier must not:

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(a) leave or prop open or permit to remain open any external doors or gates providing access to the Common Property;

(b) compromise the security of the Common Property and keep informed the Owners Corporation Manager of any damage, forced entry or other act that might compromise the security of the Common Property; and

(c) An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, , trailer or m otor cycle which is owned by them or under their control onto the Common Property or to allow such leakages within a Lot to spread to another Lot or the Common Property (e.g. by pedestrian or vehicular traffic).

In the event of the breach of this rule causing damage to or the dirtying of Common Property the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but after giving 7 days' notice only to be rectified.

1.2. *Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.*

1.2.1. An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas, where there is a hazard or possible danger.

1.3. *Storage and use of flammable liquids and dangerous substances and materials*

1.3.1. An owner or occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.4. *Waste Disposal*

1.4.1. An owner or occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

2. Management and administration

2.1. *Management and administration of Common Property and Services*

2.1.1. An owner or occupier of a Lot must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such window.

2.1.2. An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

(a) The structural integrity of any part of the Common Property is impaired;

(b) The provision of services through the Lot or the Common Property is impaired;

(c) The provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or

(d) Any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.

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2.1.3. An owner or occupier of a Lot must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be recovered from the owner or occupier who caused the false alarm.

2.1.4. Any consent given by the Owners Corporation may be qualified or conditional.

2.1.5. An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.

2.1.6. The amount of the security deposit referred to in rule 1.1.8 will be determined, from time to time, by the Owners Corporation.

2.1.7. These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.

2.1.8. To ensure that the Common Property is respectfully occupied the Owners Corporation or its Committee of Management will from time to time:

(a) Determine the amount ($) of the surety required to be paid by an owner or occupier when moving in or out. Such surety to be retained by the Owners Corporation in the event of damage caused as a result of the move In /move out; and

(b) Determine the amount ($) of the surety required to be paid by an owner or occupier to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation; and

(c) Determine the amount ($) of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the Common Property in the course or renovations or similar to the owner's Lot.

2.1.9. The Owners Corporation and/or the Committee of Management may from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owners and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at the complex.

3. Use of Common Property

3.1. *General*

3.1.1. An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.

3.1.2. An owner or occupier of a Lot must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property.

3.1.3. An approval under 3.1.2 may state a period for which the approval is granted.

3.1.4. If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Property, or is causing damage to the Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.

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3.1.5. An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 3.1.4 must remove that animal immediately from the Property after having been given written notice of such resolution.

3.1.6. Rule 3.1.5 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.

3.1.7. An owner or occupier of a Lot must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property.

3.1.8. Rule 3.1.7 does not apply to the Developer of the development. The Developer may erect signage as it deems fit, such signage for the purpose of selling or leasing any of the Apartments as agent appointed by an owner of an Apartment, in addition to Rule 9 herein.

3.1.9. An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.

3.1.10. An owner or occupier of a Lot or a person who is a guest of the owner or occupier of a Lot must not smoke on the Common Property or in a way that smoke is detectable from the common property or another lot.

3.1.11. An owner or occupier of a Lot must give at least seventy-two (72) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot via the lift. Also the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the owner or occupier of any other Lot;

3.1.12. An owner or occupier of a Lot must not damage, obstruct or interfere with the lift stairways, corridors or any other Common Property when moving any items in or out of any Lot;

3.1.13. An owner or occupier or a guest of an owner or occupier of a Lot must not use the lift/s for the carriage of bicycles.

3.1.14. An owner or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or occupiers use of the lifts.

3.1.15. An owner or occupier of a Lot without the consent of the Owners Corporation must not use the lift for delivery or removal of goods except between the hours of 9:00am and 5:00pm on business days and then only when the lift covers have been installed.

3.1.16. An owner or occupier of a Lot must not store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation

3.1.17. Item 3.1.16 shall not apply in relation to the storage of air-conditioner condenser units, where such units have been stored within the Common Property basement for the retail premises or are detailed within the building permit documentation for any other Lot.

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3.1.18. Any air-conditioner condenser units stored within the Common Property shall at all times remain the responsibility of the associated Lot serviced by the condenser units.

3.2. *Deposit of rubbish and other material on Common Property*

3.2.1. General Waste

(a) All general waste (anything other than recycling) must be bagged in water tight bags and tied. No open bags or loose rubbish is to be placed into the chute. Dimensions of waste must not exceed a cube with 350mm sides and the weight should not exceed 3kg.

3.2.2. Recycling

(a) Glass, paper, cans and bottles are to be disposed directly into the recycling chute. Please do not bag these items.

(b) Cardboard Boxes/Cartons are to be flattened and disposed directly in the bin room which is in the basement car park. You are to access the bin room via the lift or stairwell.

3.2.3. In the event that the bin chute/s become/s blocked and the Owners Corporation is able to identify the responsible Lot, the cost to reinstate the chute/s may be recovered from the Lot.

3.2.4. Hard Rubbish

(a) No hard rubbish is to be left on the Common Property and any resident found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the resident responsible for the dumping of the rubbish.

3.2.5. Other

(a) No rubbish or waste shall be place on Common Property without the written approval of the Owners Corporation.

3.2.6. An owner or occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the owner or occupier concerned.

3.3. *Vehicles and parking on Common Property*

3.3.1. An owner or occupier of a Lot must not, except in the case of emergency, park or leave a motor vehicle or permit a motor vehicle or other vehicle;

(a) To be parked or left in parking spaces situated on Common Property and allocated for other Lots; or

(b) On the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or

(c) In any place situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or

(d) In any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose.

3.3.2. An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven, in any direction other than as specified by signage, or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation

3.3.3. An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any Common Property whatsoever unless an area has been specifically designated by the Owners Corporation.

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3.4. *Damage to Common Property*

3.4.1. An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

3.4.2. An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.

3.4.3. Subject to 4.2.1, an owner of a Lot or person authorised by an owner may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects, if the device, screen or barrier is soundly built, is consistent with the colour, style and materials of the building, and does not interfere with the use by other owners and occupiers of their Lots and/or the Common Property. The owner of any such device, screen or barrier must keep it in good repair.

3.4.4. An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common Property.

4. Lots

4.1. *Change of use of Lots*

4.1.1. An owner or occupier of a Lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation. For example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for retail, commercial or industrial uses rather than residential purpose.

4.1.2. An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

4.2. *External Appearance of Lots*

4.2.1. An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation.

4.2.2. An owner or occupier of a Lot must not make or permit to be made any noise from machinery or music which may be heard outside the Lot between the hours of 10:00pm and 5:00am.

4.2.3. An owner or occupier must not place, display or hang any chattel item (including any item of clothing or any wind chimes) or any signage (including 'for sale', 'lease' or any business signage) on or from a balcony or courtyard forming part of the Lot or Common Property.

4.2.4. An owner or occupier must not store bicycles or other articles on the balconies or exteriors of the Lots or on any common area;

4.2.5. An Owner or occupier of a Lot must not install any fly-wire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation

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and provided that the said permission complies with the standards established by the Owners Corporation and governing authorities;

4.2.6. An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;

4.2.7. An owner or occupier of a Lot must not construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities;

4.2.8. An owner or occupier of a Lot must not construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation;

4.2.9. An owner or occupier of a Lot must not erect any external blinds or awning without the previous consent in writing of the Owners Corporation;

4.2.10. An owner or occupier of a Lot must not install any window furnishings other than that specified by the Owners Corporation Specification which is as follows from time to time.

4.2.11. An owner or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.

4.2.12. An owner or occupier of a Lot must not erect a wrought iron door or security door or fly-wire door or similar to Lot entrances unless approved by the Owners Corporation.

4.2.13. An owner or occupier of a Lot must not fit any canvass blinds, curtains or similar to the outside of any window of a Lot without the previous consent in writing of the Owners Corporation.

4.2.14. An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the Lot including the balcony or such as to be visible from outside the Lot except as provided by the Owners Corporation.

4.3. *Requiring notice to Owners Corporation of any renovations to Lots*

4.3.1. An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated.

4.4. *Time within work on Lots can be carried out*

4.4.1. An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8:30am to 4:30pm.

4.4.2. The works referred to in 4.4.1 are not to be undertaken on weekends and/or public holidays.

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5. Behaviour of Persons

5.1. Behaviour of owners, occupiers and invitees on Common Property

5.1.1. An owner or occupier of a Lot must not, and must take all reasonable steps to ensure that guests of the owner or occupier do not, behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

5.2. *Noise and other nuisance control*

5.2.1. An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.

5.2.2. Rule 5.2.1 does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6. Dispute Resolution

6.1. *Grievance Procedure*

6.1.1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, an occupier of a Lot, the Manager or the Owners Corporation.

6.1.2. A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.

6.1.3. The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

6.1.4. The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

6.1.5. The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

6.1.6. If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.

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6.1.7. If the respondent does not respond within the time frame referred to at 6.1.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.

6.1.8. If the grievance committee, or the Owners Corporation if there is no grievance committee, determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.

6.1.9. If any party refuses to attend a meeting as arranged under rule 6.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.

6.1.10. A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 6.1.6.

6.1.11. If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.

6.1.12. The process outlined in this rule 6 is separate from and does not limit any further action under Part 10 of the Act.

7. Design Construction and Landscaping

7.1. *Building Works*

7.1.1. An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the owner or occupier:

(a) submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier which affect the external appearance of the building, or any of the Common Property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

(b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and

(c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

(d) pays such reasonable costs to the Owners Corporation;

(e) has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.

7.1.2. Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.

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7.1.3. An owner or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners and occupiers.

7.1.4. An owner or occupier of a Lot must ensure that the owner or occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.

7.1.5. Before any of the owner or occupier's works commence the owner or occupier must:

(a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

7.1.6. Access shall not be available to other Lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of Common Property.

7.1.7. An owner or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

8. Commercial Lots

8.1. *Grease Trap*

8.1.1. An owner or occupier of a lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in the registered rules of the Owners Corporation.

8.1.2. Before connecting to or installing a Grease Trap an owner or occupier must: -

a. Provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specifications.

b. Obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the Grease Trap and the way in which and by whom, the connection to the Greaser Trap and the Grease Trap are to be cleaned and maintained, including the frequency of cleaning and maintenance.

c. Enter into all necessary arrangements and contracts for cleaning and pump out in Compliance with the requirements of the relevant Water Authority and Council.

d. Ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the building.

8.1.3. After connection the owner or occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.

8.1.4. In using a grease trap an owner or occupier must: -

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a. Comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.

b. Only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.

8.1.5. An owner or occupier of a lot served by or using a particular grease trap shall be responsible to keep the grease trap and any connection to it; -

a. Properly and adequately maintained in a state of good and serviceable repair.

b. Adequately clean and free of vermin.

c. Regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, The Water Authority, the Local Council Authority and any other Government or Regulatory Authority.

8.1.6. An owner or occupier of a lot served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.

8.1.7. The Owners Corporation by its servants and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to an owner or occupier to inspect such areas or for any other purpose permitted under the registered rules.

8.2. *Advertising Signage*

8.2.1. An owner or occupier of a commercial lot shall be permitted exclusive use of any & all windows abutting the respective commercial premises for the purpose of advertising signage.

8.2.2. An owner or occupier of a commercial lot shall be permitted exclusive use of any allocated light boxes and designated signage areas for the respective commercial premises for the purpose of advertising signage.

8.2.3. Should the areas described in 7.4.1 & 7.4.2 fall within common property, then the respective commercial lot owner or occupier shall be deemed responsible for the upkeep, repair & ongoing maintenance of that area.

8.3. *Commercial Fit Out*

8.3.1. An owner or occupier of a commercial lot shall be permitted to make any & all necessary penetrations through common property to enable the use of any commercial lot.

8.3.2. Such penetrations include but not be limited to any use of common property for; vents, exhaust systems, cabling penetrations, power supply, and ductwork.

8.3.3. Rules under item 7.5 shall override all other contradicting obligations found within the registered rules of the Owners Corporation

8.4. Use of Waste and Shop Loading Area

8.4.1. Owners and occupiers must comply with any regulations and directions given by the Owner Corporation regarding access to the waste area through the loading dock area.

8.4.2. Owners and occupiers must only use the loading dock area for the purpose of loading and unloading stock used in their lot.

8.4.3. Avoid unnecessary noise while loading and unloading at all times

8.4.4. Owners and occupiers using the loading dock area must load and unload expeditiously, with delivery vehicle driver present in the building at all times. Vehicles must leave the loading dock are immediately after loading and unloading has been completed.

8.4.5. Owners and occupiers must remove any pallets and waste from the loading dock area upon completion of a delivery.

8.4.6. Owners and occupiers must not use the loading dock area in a matter which inhibits the use of the loading dock area by the owners corporation waste collection contractor

8.4.7. The Owners Corporation may (ad may authorise other person to) remove any goods, waste, vehicle or other item left by the owner or occupier in the loading dock area at the cost of that owner or occupier.

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8.5. Use of Waste Area

8.5.1. Without limiting any other rules an owner or occupier must:

a. Avoid unnecessary noise will filling bins;
b. Ensure lids are on bins re securely closed at all times and ensure that bins are kept clean;
c. Ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
d. Store all bins within the waste area and must not store bins or leave garbage elsewhere on the common property
e. Comply with all regulations and directions given by the Owners Corporation regarding the use of the waste area;
f. Not dispose of any bulky goods or waste which does not fit in the supplied bins in the waste area
g. Store or leave any goods, materials or equipment other than garbage and waste in the waste area
h. Use designated recycling ins for recyclable materials
i. Properly filter all vapour expelled from their lot to ensure all particles are removed prior to exhausting so the filtered air contains no residual burnt or cooked oil smell to the surrounding apartments or common areas.

8.5.2. The Owners Corporation and any of its owners or occupiers must not, engage the services of any Waste Collection company outside the following hours

Monday – Saturday	5.00am – 10.00pm
Sunday & Public Holidays	7.00am – 8.00pm

8.6. Alcohol and food consumption on Common Property

8.6.1. Despite any other rule to the contrary, glassware may be used, and food and alcohol may be consumed, on Common Property which is

a. immediately adjacent to a lot used as licensed restaurant, bar or café; and
b. licenced by the Owners Corporation to the Member or Occupier for ancillary use to that trade or business

8.7. Subject to approval by the Responsible Authority, hours of Liquor Trade must only occur during the following times unless otherwise approved by the Owners Corporation:

Monday – Saturday	10.00am – 10.00pm
Sunday & Public Holidays	10.00am – 10.00pm

8.8. Subject to approval by the Responsible Authority, hours of Business Trade must only occur during the following times unless otherwise approved by the Owners Corporation:

Sunday - Thursday:	7.00am – 10.00pm
Friday, Saturday & Public Holidays	7.00am – 10.00pm

8.9. Fire Control

8.9.1. In any lot used for trade or business all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must

a. be flame retardant or treated with flame retardant to minimise the risk of ignition; and
b. have low flammability and flame spread; and

8.9.2. wall and ceiling linings must be non-combustible.

8.10. Additional Obligations for retail business

8.10.1. Without limiting any other Rule, the Occupier of any lot used as restaurant, café or other retail purpose must:

a. Comply with health, noise and other regulations in carrying on the business from the lot
b. Restrict all deliveries to occur only between 7.00am – 4pm daily
c. Not permit electronic gaming machines

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d. Make all reasonable attempts to address or treat any odours that emanate from the lot
e. Make sure that all wall, floor and ceiling finings and treatments are acoustically treated to an acoustic performance level of RW50; and
f. Not operate business except between the times specified in 8.8 without the consent of the Owners Corporation.

8.10.2. Despite anything else contained in these Rules, the Occupier of any retail lot may carry on their reasonable business operation and apply for any liquor licence, planning permit or other legislative consent or permit which the Member or Occupier of that retail lot may apply for, so long as the Member or Occupier:

a. Operates their business lawfully
b. Obtains all liquor licences or other permits or consents required by law; and
c. Conduct their business in accordance with any liquor licence permit, consent and all relevant laws.

8.11. In accordance with Condition 19 of the Amended Planning Permit issued 27th February 2017 from the City of Darebin, only one (1) communal television antenna may be erected on the building. Individual antennaes for individual apartments/tenancies must not be erected.

8.12. In accordance with Condition 21 of the Amended Planning Permit issued 27th February 2017 from the City of Darebin, the communal area shown on Level 5 must only be available to be used between the hours of 8.00am and 10.00pm.

8.13. In accordance with Conditions 1(f) and 8, the eight (8) commercial car parking spaces on common property are for the sole use of the commercial tenancies between the hours of 7.00am and 8.00pm Sunday to Monday.

9. Clearances between the Development and CitiPower Network Assets

9.1. As a result of a reduced clearance between the building canopy and the CitiPower assets, the Owners Corporation and the Owners/Residents of the development must contact CitiPower to obtain "No Go Zone Permits" or advice and costs as required when working near the CitiPower live assets or when engaging qualified tradespeople to work near the CitiPower live assets.

10. Special Rules for the Developer ("Developer" herein means the owner and/or builder of the development, or any agent appointed by the owner and/or builder of the development)

10.1. Up until the sale and settlement of the last lot owned by the Developer within the development, nothing in these rules will prevent or hinder the Developer from completing construction for improvements of the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot owned by the Developer and without limitation the Developer may:

10.1.1. Use any Lot owned by the Developer as a display Lot to assist in the marketing sale and/or leasing of other Lots;

10.1.2. Place anywhere on a Lot owned by the Developer or on the Common Property signs and other materials relating to the sale or leasing of Lots;

10.1.3. Conduct in a Lot owned by the Developer or anywhere on the Common Property an auction sale or leasing of a Lot;

10.1.4. Use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots owned by the Developer;

10.1.5. Use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;

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10.1.6. Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;

10.1.7. Take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;

10.1.8. Exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;

10.1.9. Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and

10.1.10. Assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

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Owners Corporation
Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Model Rules for an Owners Corporation

Owners Corporation Regulations 2018
Schedule 2—Model rules for an owners corporation Regulation 11
Authorised Version incorporating amendments as at 1 December 2021

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This rule does not apply to-

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees & Sub-Committees

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

A committee may appoint members to a sub committee without reference to the owners corporation.

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Sub rule (2) does not apply if the concession or rebate –

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of Common Property

4.1 Use of Common Property

(1) An owner or occupier of a lot must not obstruct the lawful use or enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under sub-rule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle –

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or

(c) in any place other than parking area situated on common property specified for purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation. Example If the change of use results in a hazardous activity being carried out on lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise & other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.

(2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

> (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

> (a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
>
> (b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under *Part 10 of the Owners Corporations Act 2006.*

(8) This process is separate from and does not limit any further action under any further action under *Part 10 of The Owners Corporation Act 2006.*

OCCUPANCY PERMIT

Building Act 1993, Building (Interim) Regulations 2017
Regulation 1005 **Form 6**

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building surveyors

ISSUED TO (AGENT OF OWNER)

Pace Development Group Pty Ltd
Level 2, 201 Fitzroy Street, St Kilda 3182, VIC

OWNER

High Street Northcote Pty Ltd
Level 2, 201 Fitzroy Street, St Kilda 3182, VIC

PROPERTY DETAILS

445-453 High Street, Northcote 3070 VIC

MUNICIPAL DISTRICT

City of Darebin

NATURE OF BUILDING WORK

Construct a 10 storey residential, retail and carpark development

BUILDING DETAILS

PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Basement 2	7a	Carpark	2.5 kPa	10
Basement 1	7a	Carpark	2.5 kPa	10

PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground floor	2	Residential lobby	2.0 kPa	N/A
Part 1G	2	Apartment	2.0 kPa	N/A
Part 2G	2	Apartment	2.0 kPa	N/A
Part 3G	2	Apartment	2.0 kPa	N/A
Part 4G	2	Apartment	2.0 kPa	N/A
Part 5G	2	Apartment	2.0 kPa	N/A
Part 6G	2	Apartment	2.0 kPa	N/A
Part 7G	2	Apartment	2.0 kPa	N/A
Part 8G	2	Apartment	2.0 kPa	N/A
Part 9G	2	Apartment	2.0 kPa	N/A
Part 10G	2	Apartment	2.0 kPa	N/A
Part 11G	2	Apartment	2.0 kPa	N/A
Part 12G	2	Apartment	2.0 kPa	N/A
Part 13G	2	Apartment	2.0 kPa	N/A
Part 14G	2	Apartment	2.0 kPa	N/A
Part 15G	2	Apartment	2.0 kPa	N/A
Part 16G	2	Apartment	2.0 kPa	N/A

PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Level 1	2	Residential lobby	2.0 kPa	N/A
Part 101	2	Apartment	2.0 kPa	N/A
Part 102	2	Apartment	2.0 kPa	N/A
Part 103	2	Apartment	2.0 kPa	N/A
Part 104	2	Apartment	2.0 kPa	N/A
Part 105	2	Apartment	2.0 kPa	N/A
Part 106	2	Apartment	2.0 kPa	N/A
Part 107	2	Apartment	2.0 kPa	N/A
Part 108	2	Apartment	2.0 kPa	N/A
Part 109	2	Apartment	2.0 kPa	N/A
Part 110	2	Apartment	2.0 kPa	N/A
Part 111	2	Apartment	2.0 kPa	N/A
Part 112	2	Apartment	2.0 kPa	N/A
Part 113	2	Apartment	2.0 kPa	N/A

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a division of bcg (aust) pty ltd
acn 114 332 017 abn 18 394 329 425

Part 114	2	Apartment	2.0 kPa	N/A
Part 115	2	Apartment	2.0 kPa	N/A
Part 116	2	Apartment	2.0 kPa	N/A
Part 117	2	Apartment	2.0 kPa	N/A
Part 118	2	Apartment	2.0 kPa	N/A
Part 119	2	Apartment	2.0 kPa	N/A
Part 120	2	Apartment	2.0 kPa	N/A
Part 121	2	Apartment	2.0 kPa	N/A
Part 122	2	Apartment	2.0 kPa	N/A
Part 123	2	Apartment	2.0 kPa	N/A
Part 124	2	Apartment	2.0 kPa	N/A
Part 125	2	Apartment	2.0 kPa	N/A
Part 126	2	Apartment	2.0 kPa	N/A

PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Level 2	2	Residential lobby	2.0 kPa	N/A
Part 201	2	Apartment	2.0 kPa	N/A
Part 202	2	Apartment	2.0 kPa	N/A
Part 203	2	Apartment	2.0 kPa	N/A
Part 204	2	Apartment	2.0 kPa	N/A
Part 205	2	Apartment	2.0 kPa	N/A
Part 206	2	Apartment	2.0 kPa	N/A
Part 207	2	Apartment	2.0 kPa	N/A
Part 208	2	Apartment	2.0 kPa	N/A
Part 209	2	Apartment	2.0 kPa	N/A
Part 210	2	Apartment	2.0 kPa	N/A
Part 211	2	Apartment	2.0 kPa	N/A
Part 212	2	Apartment	2.0 kPa	N/A
Part 213	2	Apartment	2.0 kPa	N/A
Part 214	2	Apartment	2.0 kPa	N/A
Part 215	2	Apartment	2.0 kPa	N/A
Part 216	2	Apartment	2.0 kPa	N/A
Part 217	2	Apartment	2.0 kPa	N/A
Part 218	2	Apartment	2.0 kPa	N/A
Part 219	2	Apartment	2.0 kPa	N/A
Part 220	2	Apartment	2.0 kPa	N/A

PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Level 3	2	Residential lobby	2.0 kPa	N/A
Part 301	2	Apartment	2.0 kPa	N/A
Part 302	2	Apartment	2.0 kPa	N/A
Part 303	2	Apartment	2.0 kPa	N/A
Part 304	2	Apartment	2.0 kPa	N/A
Part 305	2	Apartment	2.0 kPa	N/A
Part 306	2	Apartment	2.0 kPa	N/A
Part 307	2	Apartment	2.0 kPa	N/A
Part 308	2	Apartment	2.0 kPa	N/A
Part 309	2	Apartment	2.0 kPa	N/A
Part 310	2	Apartment	2.0 kPa	N/A
Part 311	2	Apartment	2.0 kPa	N/A
Part 312	2	Apartment	2.0 kPa	N/A

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Part 313	2	Apartment	2.0 kPa	N/A
Part 314	2	Apartment	2.0 kPa	N/A
Part 315	2	Apartment	2.0 kPa	N/A
Part 316	2	Apartment	2.0 kPa	N/A

Part Of Building	BCA Classification	Permitted Use	Allowable Floor Load	No. of People
Level 4	2	Residential lobby	2.0 kPa	N/A
Part 401	2	Apartment	2.0 kPa	N/A
Part 402	2	Apartment	2.0 kPa	N/A
Part 403	2	Apartment	2.0 kPa	N/A
Part 404	2	Apartment	2.0 kPa	N/A
Part 405	2	Apartment	2.0 kPa	N/A
Part 406	2	Apartment	2.0 kPa	N/A
Part 407	2	Apartment	2.0 kPa	N/A
Part 408	2	Apartment	2.0 kPa	N/A
Part 409	2	Apartment	2.0 kPa	N/A
Part 410	2	Apartment	2.0 kPa	N/A
Part 411	2	Apartment	2.0 kPa	N/A
Part 412	2	Apartment	2.0 kPa	N/A
Part 413	2	Apartment	2.0 kPa	N/A

Part Of Building	BCA Classification	Permitted Use	Allowable Floor Load	No. of People
Level 5	2	Residential lobby	2.0 kPa	N/A
Part 501	2	Apartment	2.0 kPa	N/A
Part 502	2	Apartment	2.0 kPa	N/A
Part 503	2	Apartment	2.0 kPa	N/A
Part 504	2	Apartment	2.0 kPa	N/A
Part 505	2	Apartment	2.0 kPa	N/A
Part 506	2	Apartment	2.0 kPa	N/A
Part 509	2	Apartment	2.0 kPa	N/A

Part Of Building	BCA Classification	Permitted Use	Allowable Floor Load	No. of People
Level 6	2	Residential lobby	2.0 kPa	N/A
Part 601	2	Apartment	2.0 kPa	N/A
Part 602	2	Apartment	2.0 kPa	N/A
Part 603	2	Apartment	2.0 kPa	N/A
Part 604	2	Apartment	2.0 kPa	N/A
Part 605	2	Apartment	2.0 kPa	N/A
Part 606	2	Apartment	2.0 kPa	N/A

Part Of Building	BCA Classification	Permitted Use	Allowable Floor Load	No. of People
Level 7	2	Residential lobby	2.0 kPa	N/A
Part 701	2	Apartment	2.0 kPa	N/A
Part 702	2	Apartment	2.0 kPa	N/A
Part 703	2	Apartment	2.0 kPa	N/A
Part 704	2	Apartment	2.0 kPa	N/A
Part 705	2	Apartment	2.0 kPa	N/A
Part 706	2	Apartment	2.0 kPa	N/A

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ALTERNATIVE SOLUTION

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

	ALTERNATIVE SOLUTION:	PERFORMANCE REQUIREMENT:
1.	To permit the grading of the floor in a bathroom/laundry to vary from the prescriptive provisions of AS 3740.	FP1.6
2.	To permit external cladding to meet the waterproofing performance requirements of the BCA.	FP1.4
3.	To permit a waterproofing membrane to be applied to external balcony areas when not strictly tested to the provisions of AS4654.1	FP1.4
4.	To omit the provision of ventilation within the public corridors	FP4.3
5.	To permit the rationalisation of fire resistance levels of retail areas (BCA class 6) from 180/180/180 for loadbearing elements and -/180/180 for non-bearing elements to 120/120/120 and –/120/120 respectively.	CP1 and CP2
6.	To permit the rationalisation of fire resistance levels of bounding construction separating the BCA Class 6 part from BCA Class 2 residential parts on the Ground Floor.	CP1 and CP2
7.	To permit the rationalisation of fire resistance levels of floor separating the BCA Class 6 parts from BCA Class 2 residential parts of the building on different storeys.	CP1 and CP2
8.	To permit protection measures to services in floor separation where the fire resistance levels of the BCA Class 6 ground floor part FRLs are to be rationalised as part of C1.1 assessment.	CP1,CP2 and CP8
9.	To permit alternative protection of openings in the external walls above ground level that are less than 6m from the far side a road or laneway.	CP2 and CP8
10.	To permit fire services test drain to penetrate fire isolated stairway.	CP2, CP8 & DP5
11.	To permit extended travel distance from SOU entry door to an exit in the following locations: a. Level 1 and 5 of up to 22 m instead of 6 m b. Levels 2-4 of up to 21 m instead of 6 m c. Levels 6-7 of up to 13 m instead of 6 m	DP4
12.	To permit extended travel distance from SOU entry door to exit or point of choice on ground Floor of 23 m instead of 20 m	DP4
13.	To permit extended travel distances in the basement levels to a point of choice of 30.5 m instead of 20 m.	DP4
14.	To permit internal discharge of fire isolated stairways into ground floor, instead of direct to road or open space.	DP5
15.	To permit the connection of flight of stairs rising and descending on the discharge floor within the fire isolated stairway.	DP5
16.	To permit omission of sprinkler protection to the top of lift shafts	EP1.4
17.	To permit the grading of the floor in a bathroom to vary from the prescriptive provisions of the BCA and AS 3740.	FP1.6
18.	To permit the storage cage sprinkler heads to be provided with a 500 mm (W) x 500 mm (L) X 500 mm (H) metal fencing to maintain a clear space instead of a continuous clear space of 500 mm throughout the storage cage.	EP1.4
19.	To permit the omission of the sprinker head from within the laundry cabinet.	EP1.4
20.	To permit the grading of the floor in a bathroom/laundry to vary from the prescriptive provisions of AS 3740.	FP1.6
21.	To permit variation to the natural light provisions to bedrooms in apartments.	FP4.1
22.	To permit the bathroom washbasin to residential apartments to substitute as a laundry trough in lieu of providing designated facilities.	FP2.2
23.	To permit the use of a non-fire rated hatch from the fire isolated stair shaft to the roof for access by maintenance.	DP5
24.	To permit the balustrade located on level 5 common area to be 990mm height in lieu of 1000mm	DP3

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ALTERNATIVE SOLUTION CONT.

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

ALTERNATIVE SOLUTION:	PERFORMANCE REQUIREMENT:
25. To permit the north wall of the main switch room B1 to achieve an FRL of -/120/- in lieu of -/120/120	CP2, CP8
26. To permit concrete slab between floors and walls to be penetrated by copper pipes not fire-wrapped therefore achieving an FRL of -/90/- in lieu of -/90/90.	CP2, CP8

PRESCRIBED REPORTING AUTHORITIES

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

DETERMINATION:	MATTER REPORTED ON:	REGULATION:
1. City of Darebin	Point of discharge of storm water	Regulation 610
2. MFB	1. To permit an external booster to be within 10m of the building without the compliant passive protection.	Regulation 309/1003
	2. To permit internal fire hydrant coverage shortfalls to the basement carpark and upper residential levels.	Regulation 309/1003
	3. To permit the installation of an in-line water meter (mag flow meter).	Regulation 309/1003
	4. To permit an internal fire hydrant greater than 4m from an exit on the ground floor.	Regulation 309/1003
	5. To permit the fire pump room to be located within the upper most basement carpark level in lieu of directly from a road or open space.	Regulation 309/1003

CONDITIONS

Occupation is subject to the following conditions:

1. The Essential Safety Measures must be maintained in accordance with Appendix A, refer to the attached Schedule of Essential Safety Measures.
2. This Occupancy Permit excludes ground floor retail tenancies and apartments 507 and 508.
3. The owner and the tenants should be advised of their responsibilities to ensure that the performance based/fire engineering report used as part of the Building Permit is not compromised by any changes to the use or occupancy of the building including fire safety systems, occupancy numbers and types and the fire load characteristics.
4. This Occupancy Permit is subject to the requirements under Regulation 309 Report and Consent issued by the MFB, refer to the attached Schedule of Essential Safety Measures.

APPROVED LOCATION FOR DISPLAY OF OCCUPANCY PERMIT

The approved location for display of this permit for the purposes of regulation 1007 is within the main entrance/foyer.

SUITABILITY FOR OCCUPATION

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

DATE OF INSPECTION

16/11/2017

RELEVANT BUILDING SURVEYOR

Gavin Casey

REGISTRATION NO.

BS-U 1501

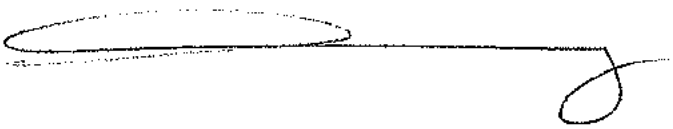
BUSINESS

Checkpoint Building Surveyors – 226 Normanby Road Southbank VIC 3006

CERTIFICATE NO.

1501/2016/002313/OP

SIGNATURE



DATE

20/11/2017

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2006; and
2. Regulation 1215 of the Building Regulations 2006 requires the owner of a building to maintain all essential services.

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APPENDIX A – SCHEDULE OF ESSENTIAL SAFETY MEASURES

Building Act 1993, Building (Interim) Regulations 2017

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Property Details: 445-453 High Street, Northcote - 3070
Certificate No. **1501/2016/002313/OP**

TABLE 1 ESSENTIAL SAFETY MEASURES

PART 1 – BUILDING FIRE INTEGRITY

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Building elements required to satisfy prescribed fire resistance levels Structural members	Section C, D1.12	Yearly as per AS1851 – 2012 – Section 12 Table 12.4.2 Annual Inspection for damage, deterioration, or unauthorised alteration
Building elements required to satisfy prescribed fire resistance levels Fire and smoke barriers - walls, service penetrations and control joints	Section C, D1.12	Yearly as per AS1851 – 2012 – Section 12 Table 12.4.1.1 Annual Inspection for damage, deterioration, or unauthorised alteration
Building elements required to satisfy prescribed fire resistance levels Fire and smoke barriers – Floors, service penetrations and control joints	Section C, D1.12	Yearly as per AS1851 – 2012 – Section 12 Table 12.4.1.2 Annual Inspection for damage, deterioration, or unauthorised alteration
Building elements required to satisfy prescribed fire resistance levels Fire and smoke barriers – ceilings, service penetrations and control joints	Section C, D1.12	Yearly as per AS1851 – 2012 – Section 12 Table 12.4.1.3 Annual Inspection for damage, deterioration, or unauthorised alteration
Building elements required to satisfy prescribed fire resistance levels Fire and smoke barriers – Service panels and hatches	Section C, D1.12	Yearly as per AS1851 – 2012 – Section 12 Table 12.4.1.4 Annual Inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual Inspection for damage, deterioration, or unauthorised alteration or for any new materials installed.
Elements required to be non-combustible.	C2.5 to C2.14, C1.1, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4	Annual Inspection for damage, deterioration, or unauthorised alteration or for any new materials installed.
Fire doors Residential apartment Other fire rated doors Sliding fire rated doors	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	AS1851 – 2012 – Section 12 Yearly Table 12.4.3.1 6 monthly Table 12.4.3.1 3 and 6 monthly Table 12.4.3.2
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Specification C2.5, D2.6 and fire engineering assessment report	AS1851 – 2012 – Section 12 6 monthly per Table 12.4.4

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PART 2
ESSENTIAL SAFETY MEASURES – MEANS OF EGRESS

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

PART 3
ESSENTIAL SAFETY MEASURES – SIGNS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Exit signs (including direction signs)	D1.12, E4.5, E4.6, E4.8	Every six months to AS/NZS 2293.2-1995
Signs warning against the use of lifts in the event of fire	E3.3	Annual inspection to ensure the warning sign is in place and legible

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PART 4
ESSENTIAL SAFETY MEASURES – LIGHTING

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

PART 5
ESSENTIAL SAFETY MEASURES – FIRE FIGHTING SERVICES AND EQUIPMENT

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Fire hydrant system	E1.3	AS 1851 - 2012 Section 4 Monthly - where pumps are installed 6 monthly Yearly 5 yearly
Fire hose reel system	E1.4	AS 1851 - 2012 Section 9 6 monthly - Table 9.4.1 Yearly – Table 9.4.2
Sprinkler system	E1.5	AS 1851 - 2012 Section 2 Monthly 6 monthly Yearly 5 yearly 10 yearly 25 yearly 30 yearly
Fire Pumpsets	E1.3, E1.5	AS 1851 - 2012 Section 3 Monthly 6 monthly Yearly 5 yearly
Portable fire extinguishers	E1.6	AS 1851 - 2012 Section 10 6 monthly Yearly 5 yearly

PART 6
ESSENTIAL SAFETY MEASURES – AIR HANDLING SYSTEMS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Carpark mechanical ventilation system	F4.11	Frequency as nominated by manufacturer on installed equipment to perform to AS 1668 Part 2 - 2012

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

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Smoke and heat alarm system	Clause 3 (AS 3768) of Specification E2.2a	Monthly inspection to test operation Replace battery or unit as necessary
Smoke and heat detection system	Clause 4 (AS 1670) of Specification E2.2a	AS 1851 - 2012 Section 6 Monthly 6 monthly Yearly 5 yearly

PART 8
ESSENTIAL SAFETY MEASURES – OCCUPANT WARNING SYSTEMS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Building occupant warning system	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	AS 1851 - 2012 Section 2 and 6 Also refer to System Interface Test

PART 9
ESSENTIAL SAFETY MEASURES – LIFTS

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

PART 12
ESSENTIAL SAFETY MEASURES – SYSTEMS INTERFACE TEST

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

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PART 13
ESSENTIAL SAFETY MEASURES – OTHER MEASURES

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Mechanical ventilation systems	AS 1668.2-2012, BCA E2.2	Quarterly to AS 1668 Part 2, AS 3666-1995
Glazed assemblies	B1.4, F1.13	Annual
Balconies	Part B1	Annual
Balustrades	Part B1 and D2.16	Annual
Classification and use of building	A3.2 to A3.4	Annual
All external walls and cladding	FP1.4	Annual inspection to ensure to ensure they remain in a weatherproof condition. The non-performance of the required annual inspection may result in water ingress and damages voiding warranties and the overall suitability for occupation voiding this Occupancy Permit and Building Surveying certification.

PART 14
ESSENTIAL SAFETY MEASURES – BUILDING PERMIT MEASURES AND FIRE ENGINEERING REQUIREMENTS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
A fire engineering assessment report has been carried out in the base design of the building. Refer to Report No. FER 1.1 by Olsson Fire & Risk Consulting Engineers. The following pages provide the overall fire safety requirements and systems of the building including any applicable conditions. Certain systems have been included in the essential safety measures tables provided. It is recommended that the essential safety measures provider reviews the fire engineering assessment report and attached conditions and determines the applicable systems within the fire engineering assessment report conditions that are required to be maintained.		
A Regulation 309 Report and Consent has been issued in the base design of the building. Refer to Report No. 1700012 issued by the MFB dated 17/01/2017. The following pages delineate the requirements under the Regulation 309 approval for the building. It is recommended that the essential safety measures provider reviews the Regulation 309 Report and Consent and attached conditions.		

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Fire Safety Measure	Description
Fire Resistance Construction	**Fire Resistance, Stability and Hazard Properties** ▪ BCA Type A Construction to BCA Spec C1.1, except as presented in Section 4.1 of this report. ▪ Stair, lift, and other shafts are to have fire resistance levels as prescribed in BCA Spec C1.1 Table 3 for load bearing and non-load bearing elements. ▪ Wall and ceiling linings to the ground floor public corridors to be Material Group 1 or 2 materials, as determined in BCA Spec C1.10. **Compartmentation and Separation** ▪ All SOU entries are to be protected by FRL -/60/30 self-closing fire-rated doors fitted with cool/medium temperature smoke seals as specified in BCA Spec C3.4. ▪ The ground level smoke lobby should have self-closing smoke doors with cool/medium temperature smoke seals and vision panels. The smoke doors may be on hold-open devices connected to the general fire alarm. The proposed smoke lobby is shown in Figure 15 **Protection of Openings** ▪ Fire services test drain penetration inside fire isolated stairway to be in accordance with BCA DtS Provision C3.15, for metal pipe. ▪ Openings within 6 m to the far side of the laneway are presented in Section 4.2.
Egress	**Provision for Escape** ▪ The extended travel distances are presented in Section 4.4 and 4.5 in the following locations of the subject building: ▪ Ground Floor of 23 m instead of 20 m ▪ Level 1 and 5 of up to 22 m instead of 6 m ▪ Levels 2-4 of up to 21 m instead of 6 m ▪ Levels 6 -7 of up to 13 m instead of 6 m ▪ Basement levels to a point of choice of 30.5 m instead of 20 m ▪ Fire isolated stairways may discharge internally in the building. The assessment for internal discharge of the fire isolated stair is presented in Section 4.6.

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Exit and Directional System Signage	Exit and directional signage is to be provided in accordance with BCA DtS Provisions E4.5 and E4.6, including the following: • Signage provided provide at each ground level door serving the fire-isolated stair is to include **"GROUND LEVEL - IF SMOKE VISIBLE PROCEED TO BASEMENT AND EXIT VIA MARKED PATH TO ALTERNATIVE STAIR"** and **"BASEMENT LEVEL - EXIT AT GROUND FLOOR ABOVE OR VIA MARKED PATH TO THE ALTERNATIVE STAIR"** on the basement level doors serving the fire-isolated stair. • The travel path as shown in Figure 16 should be painted in contrasting colour to direct occupants to the alternative stair.
Fire Hydrant System	The building is to be served by a hydrant system in accordance with BCA Provision E1.3 and AS 2419.1. Variations permitted subject to Report and Consent by the relevant Fire Authority in accordance with Building Regulation 309.
Fire Sprinkler System	The entire building is to be sprinkler protected in accordance with BCA Spec E1.5, including fast-response sprinkler heads serving the car park levels.
Automatic Fire Detection & Alarm Systems	The building is to be served with an automatic smoke detection and alarm system in accordance with BCA Spec E2.2a to sound through all occupied areas and including: • An AS 3786 smoke alarm system installed within each SOU. • An AS 1670.1 detection and alarm system in the public corridors.
Building Occupant Warning System (OWS)	A building occupant warning system is to be provided throughout the building, as prescribed in BCA Spec E2.2a Clause 6. Additional speakers within SOUs (above those required within the public corridor) are to provide sound pressure levels in accordance with Clause 3.22(b) of AS 1670.1 in the SOUs to arouse sleeping occupants – 75 dBA when measured at bed head. These speakers shall be on a separate loop that is independent of the speakers serving the public corridors (such that failure of one loop does not impact on the other loop).
Emergency Lighting System	Emergency lighting is to be provided in accordance with BCA DtS Provision E4.2.
Management in use & maintenance	A maintenance program is to be developed with all essential safety measures (active, passive and management) maintained in accordance Part 12 of the Building Regulations 1996, AS 1851 and AS 2293.2, and is to incorporate system interface testing, where relevant.

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The Chief Officer Consents to the Variation(s) as detailed subject to the implementation of the following prescribed items:

(a) Test results being submitted (if applicable) with the application for a report and consent under Regulation 1003 (1) (a) and/or (b);

(b) The provision of all fire safety systems as detailed in accordance with their relevant standards other than that varied by this report;

(c) Any Valve Monitor Alarms for this project are to be provided with a dedicated ASE input as per AS1670.1-2004 Clause 3.21. They are not to be combined with other ASE inputs.

(d) The installation of clear way-finding signage, which directs fire brigade personnel from the FIP to the location of the Fire Pump Room. The sign is to comply with the signage requirements found in the 'Appendix' section of this report. Additionally, a permanent clear large scale plan is to be installed at the FIP. This plan is to clearly show the location of the Fire Pump Room, and best access routes.

(e) The installation of signage at the FIP and applicable Fire Hydrants indicating that **"TWO LENGTHS OF HOSE WILL BE REQUIRED TO ACHIEVE FULL COVERAGE"** The sign is to comply with Signage requirements found in the *'Appendix'* section of this report.

(f) A row of sprinkler heads is to be installed internally at 500mm to any construction that does not meet the required FRL's (90/90/90) within 10m horizontally of the booster assembly / fire hydrant and 3m vertically from the uppermost hose connection / ground adjacent to the fire hydrant. The sprinkler heads are to be installed to the sprinkler standard that is relevant to the building.

(g) The number of installed feed fire hydrants for the fire brigade booster assembly shall be equal to the number of fire brigade booster assembly inlets.

(h) The installation heights of the feed fire hydrant outlets and the fire brigade booster inlet connections shall be not less than 500 mm or more than 1500 mm above the floor or standing surface in front of the fire brigade booster assembly.

(i) All existing fire hydrants are to be provided with Netherlands Standard NEN3374 compliant 65mm Storz connections.

(j) The Mag-Flow Meter or like is to be installed to the requirements of MFB Guideline Number 28 (GL-28).

(k) The fire detection and alarm system being connected to an approved monitoring service provider. The fire alarm monitoring system shall comply with AS 1670.3

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