Contract of Sale of Land

Property:

Unit 201, 17 Station Street, Blackburn VIC 3130

Victorian Statewide Conveyancing Pty Ltd
Level 1
Suite 1, 58-60 Victor Crescent
NARRE WARREN VIC 3805
Tel: (03) 8790 5488
Fax: (03) 8794 9072
PO Box 32, Narre Warren VIC 3805
Ref: JV:20231412

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../……………/2023

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

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

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

SIGNED BY THE VENDOR: ....

.... on ..../……………/2023

Print names(s) of person(s) signing: **Eugene Christofoor Ie and Karen Sue Ie**

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

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Blackburn

Address: 98 South Parade, Blackburn VIC 3130

Email: frank.molinaro@obrienrealestate.com.au

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

Vendor

Name: Eugene Christofoor Ie and Karen Sue Ie

Address: 124 Bakers Road, Canadian VIC 3350

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd

Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805

Email: janette@victorianstatewide.com.au

Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20231412

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11338	Folio	348	5	PS 646937

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 201, 17 Station Street, Blackburn VIC 3130

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)
All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

Payment

Price $

Deposit $ By (of which has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: ....

Loan amount: no more than .... Approval date: ....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) ‘GST’ includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, ...of ....…………..

and ....of ………...

being the **Sole Director** / **Directors** of ....…….. ACN …...............................

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ..…………………..... day of ..……………………........................ 20......

SIGNED SEALED AND DELIVERED by the said)
)
Print Name...)
....

in the presence of:) Director (Sign)
)
Witness..)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name...……)
....

in the presence of:) Director (Sign)
)
Witness..)

SECTION 32 STATEMENT

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

Vendor:	Eugene Christofoor Ie and Karen Sue Ie
Property:	Unit 201, 17 Station Street, Blackburn VIC 3130

VENDORS REPRESENTATIVE
Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: JV:20231412

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

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

Their total does not exceed $6,500.00

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

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

Not Applicable

32B INSURANCE

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

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Whitehorse City Council Planning Scheme
Responsible Authority: Whitehorse City Council
Zoning: RGZ – Residential Growth Zone
Planning Overlays:

- DDO - Design and Development Overlay - Schedule 8
- SLO - Significant Landscape Overlay - Schedule 9

32D <u>NOTICES</u>

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E <u>BUILDING PERMITS</u>

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

No such Building Permit has been granted to the Vendors knowledge.

32F <u>OWNERS CORPORATION</u>

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

32G <u>GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)</u>

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H **SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

32I **TITLE**

Attached are the following document/s concerning Title:

1. Register Search Statement Volume 11338 Folio 348
2. Plan of Subdivision PS646937J

DATE OF THIS STATEMENT ___ / ___ /20 ___

Name of the Vendor

Eugene Christofoor Ie and Karen Sue Ie

Signature/s of the Vendor

×

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

DATE OF THIS ACKNOWLEDGMENT ___ / ___ /20 ___

Name of the Purchaser

Signature/s of the Purchaser

×

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962.*

Terms contracts – S32A(d)
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 execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962.*

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

VOLUME 11338 FOLIO 348

Security no : 124109417469W
Produced 28/09/2023 03:49 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 646937J.
PARENT TITLE Volume 06440 Folio 958
Created by instrument PS646937J 14/03/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
EUGENE CHRISTOFOOR IE
KAREN SUE IE both of 124 BAKERS ROAD CANADIAN VIC 335C
AQ226519L 08/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS646937J 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 201 17 STATION STREET BLACKBURN VIC 3130

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS646937J

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	**Plan**
Document Identification	**PS646937J**
Number of Pages (excluding this cover sheet)	**5**
Document Assembled	**28/09/2023 15:50**

PS646937J

PLAN OF SUBDIVISION

STAGE NO.	LRS use only.	Plan Number
--------	EDITION 1	PS 6

08/03/2012 $1,707.90 PS

Location of Land

Parish: NUNAWADING
Township: --------
Section: 83 (PART)
Crown Allotment: ---------
Crown Portion: ---------

LRS Base Record: D.C.M.B.
Title Reference: VOL. 6440 FOL. 958

Last Plan Reference: LOTS 1 & 2 ON TP 432413B

Postal Address: 17 STATION STREET,
BLACKBURN 3130.

MGA Co-ordinates E 337 190
N 5 812 620
Zone: 55

Council Certificate and Endorsement

Council Name: WHITEHORSE Ref. CRT/4794

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/~~has not~~ been made.

(ii) ~~The requirement has been satisfied.~~

(iii) ~~The requirement is to be satisfied in Stage~~ ....

Council delegate
~~Council seal~~

Date 29/ 8 /11

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~
~~Council Seal~~

~~Date / /~~

Vesting of Roads and/ or Reserve

Identifier	Council / Body / Person
NIL	NIL

Notations

Staging This is not a staged subdivision.
Planning Permit No.

Depth Limitation DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDING :-
EXTERIOR FACE : BOUNDARIES MARKED 'E'.
INTERIOR FACE : ALL OTHER BOUNDARIES.
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 8 RESPECTIVELY & INCLUDES ALL WALLS FLOORS & CEILINGS THAT FORM BOUNDARIES.
ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY No.1. THE POSITIONS OF THESE DUCTS AND SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
See owners corporation search report(s) for detail.

Subdivision (Procedures) Regulations 2000 apply :

Area of Site: 544m^2
No. of Lots: 8

Survey This plan is based on survey.
This survey has been connected to permanent mark No(s)
In Proclaimed Survey Area No.

Easement Information

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

EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LRS use only
Statement of Compliance/ Exemption Statement
Received ✓
Date 08/ 03 / 2012

LRS use only
PLAN REGISTERED
TIME 11:41 am
DATE 14 / 03 / 2012
Ian D Thomson
Assistant Registrar of Titles

Sheet 1 of 5 sheets

John Chivers & Associates P/L
Level 1, 260 Main Street
Lilydale Vic. Australia 3140
Phone: (03) 9735 4888
Fax: (03) 9735 1473
Email: jca@jchivers.com.au
www.jchivers.com.au
JCA Land Consultants
Surveying - Engineering - Town Planning A.B.N. 75 080 816 915
QUALITY SYSTEM CERTIFIED

LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL
Signature Date 17 / 8 / 2011
REF. 15271 VERSION 02 17/08/11 J.D.

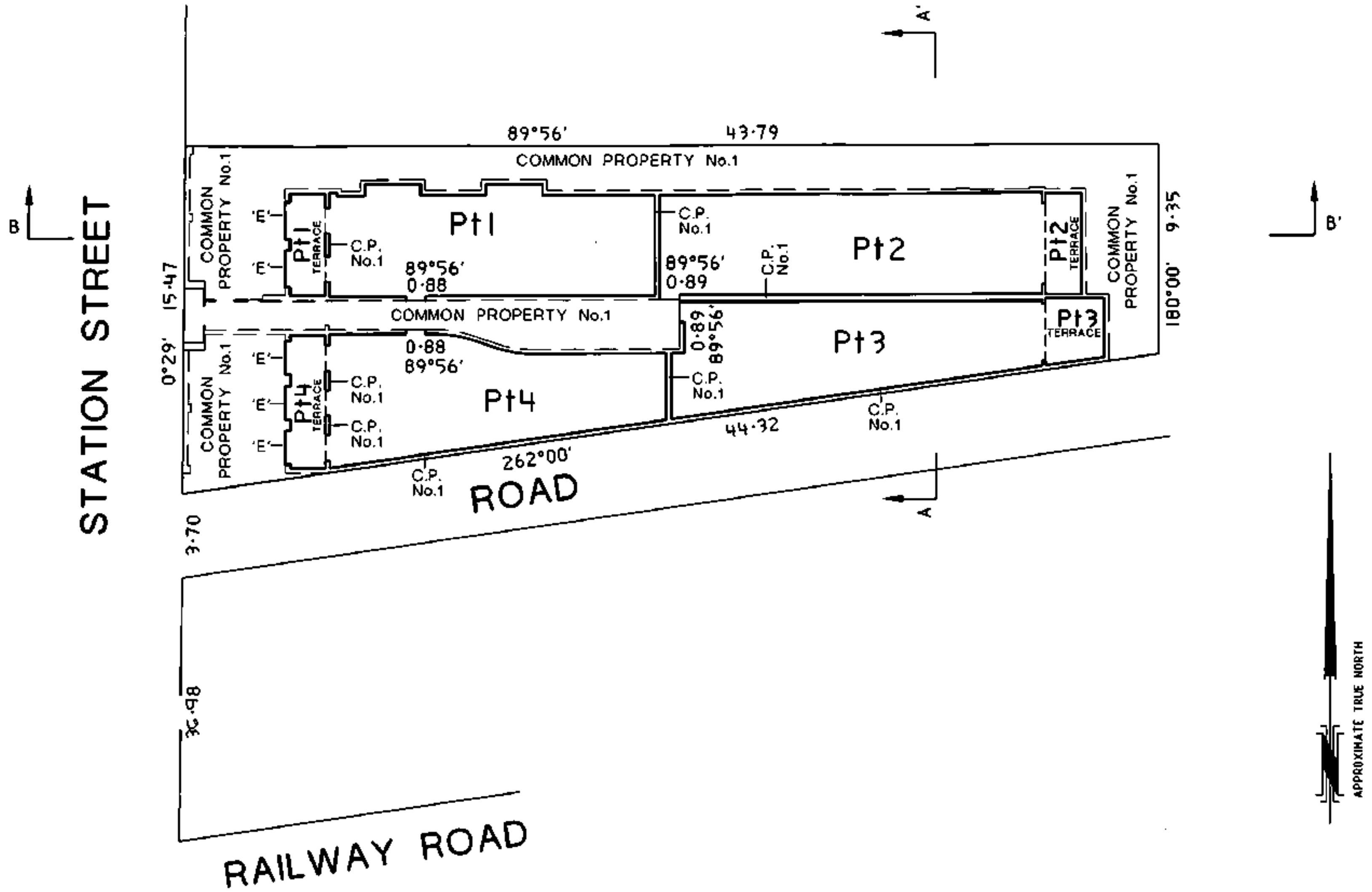
Date 29 / 8 /11
Council Delegate Signature

Original sheet size A3

DIAGRAM 1
GROUND LEVEL & GROUND STOREY

PLAN OF SUBDIVISION

STAGE NO.	Plan Number
--------	**PS 646937 J**



ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL
Signature [signature] Date 17 / 8 /2011
REF. 15271 VERSION 02 17/08/11 J.D.

Sheet 2
[signature]
Date 29/ 8 /11
Council Delegate Signature
Original sheet size A3

JCA Land Consultants
Surveying - Engineering - Town Planning
John Chivers & Associates P/L
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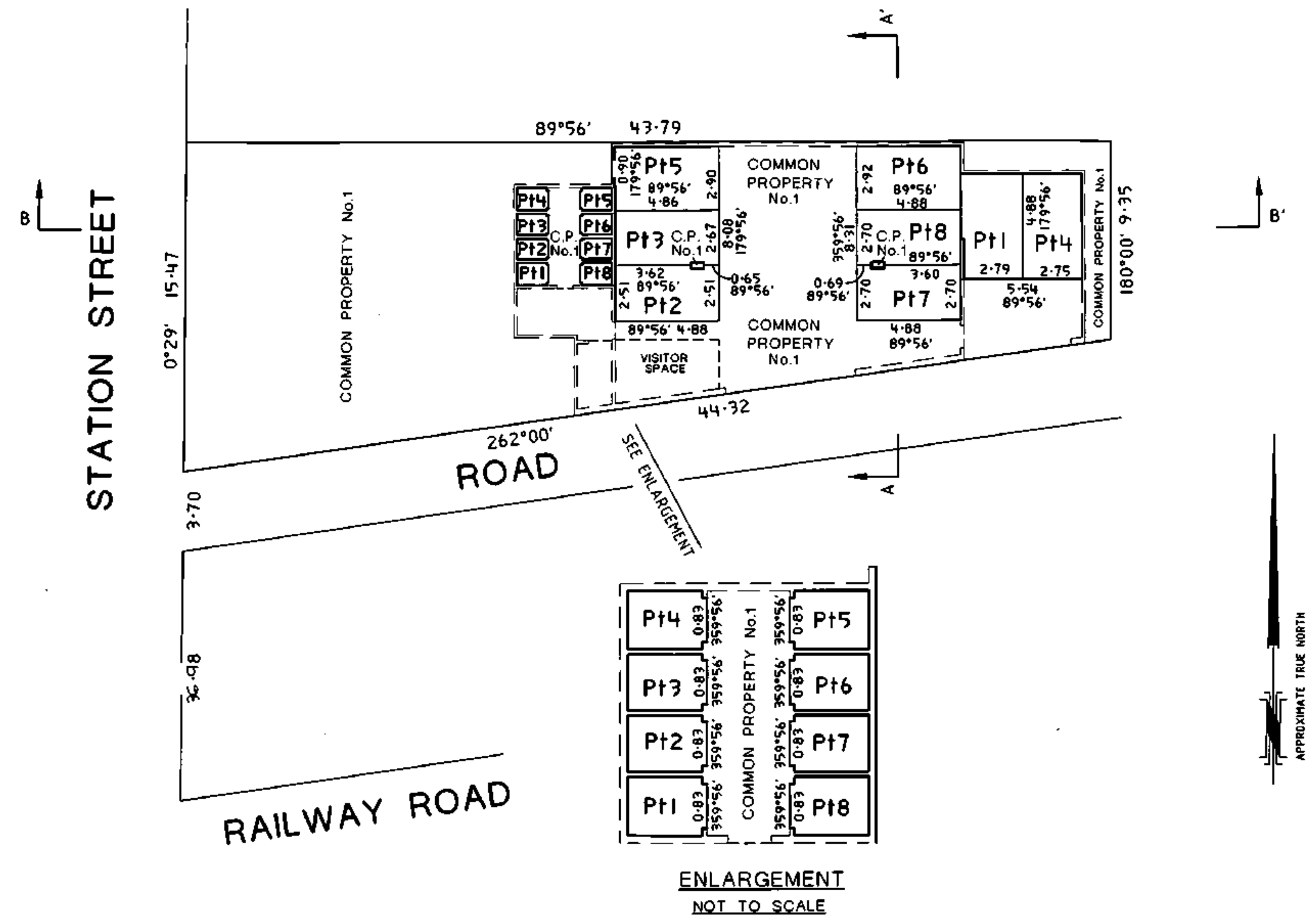
Lilydale Vic. Australia 3140
Phone: (03) 9735 4888
Fax: (03) 9735 1473
Email: jca@jchivers.com.au
www.jchivers.com.au
A.B.N. 75 083 816 915
QUALITY SYSTEM CERTIFIED

DIAGRAM 2
BASEMENT LEVEL

PLAN OF SUBDIVISION

STAGE NO.	Plan Number
-------	PS 646937 J



John Chivers & Associates P/L, Level 1, 260 Main Street, Lilydale Vic. Australia 3140, Phone: (03) 9735 4888, Fax: (03) 9735 1473, Email: jca@jchivers.com.au, www.jchivers.com.au, A.B.N. 75 083 816 915 — JCA Land Consultants, Surveying - Engineering - Town Planning	ORIGINAL SCALE 1:200, SHEET SIZE A3	SCALE 2 0 4 8 — LENGTHS ARE IN METRES

LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL
Signature [signature] Date 17 / 8 / 2011
REF. 15271 VERSION 02 17/08/11 J.D.

Sheet 3

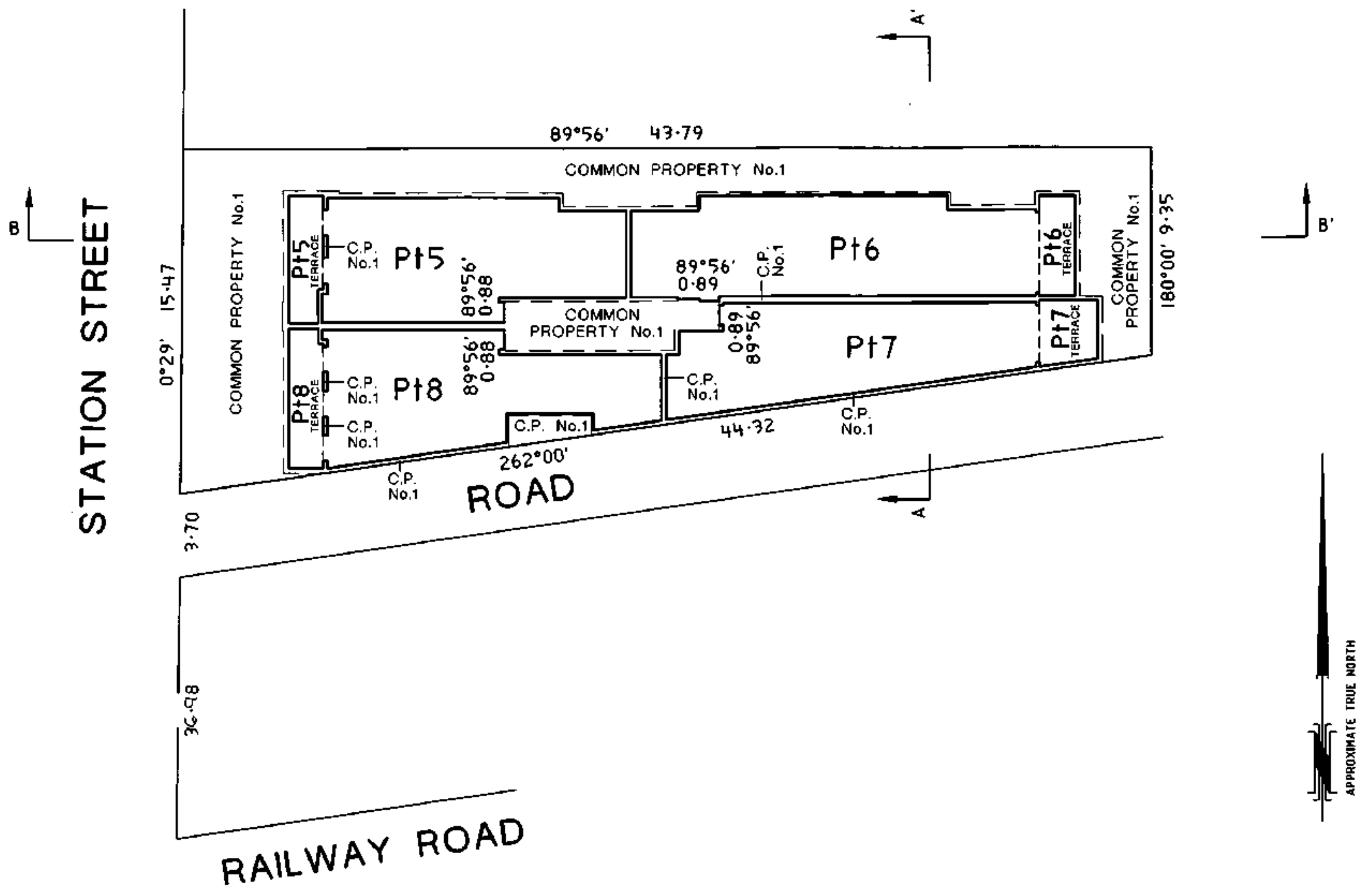
Date 29/8/11
Council Delegate Signature
Original sheet size A3

DIAGRAM 3
FIRST FLOOR - TOPMOST STOREY

PLAN OF SUBDIVISION

STAGE NO. --------

Plan Number **PS 646937 J**



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QUALITY SYSTEM CERTIFIED

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE 2 0 4 8
LENGTHS ARE IN METRES

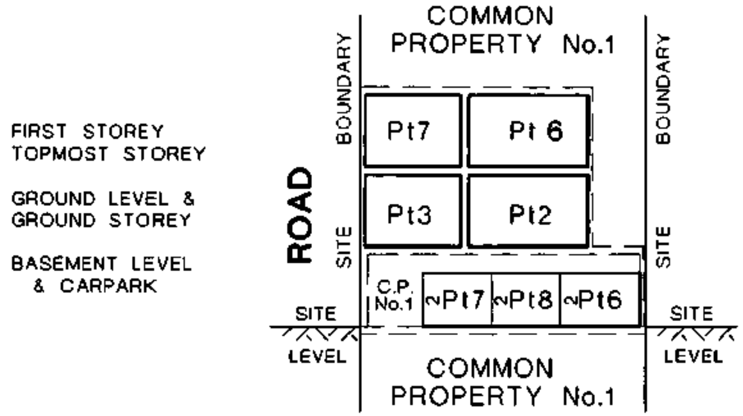
LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL
Signature Date 17 / 8 /2011
REF. 15271 VERSION 02 17/08/11 J.D.

Sheet 4

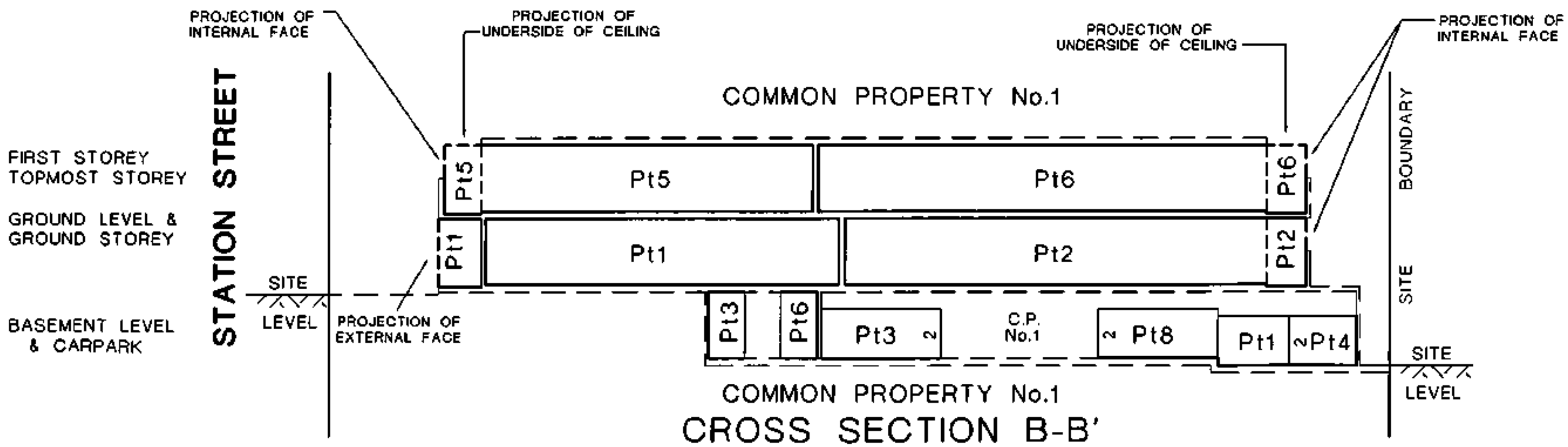
Date 29/8 /11
Council Delegate Signature
Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.	Plan Number
--------	**PS 646937 J**



CROSS SECTION A-A'
(TYPICAL FOR CARPARK & TERRACE)



CROSS SECTION B-B'
(TYPICAL FOR CARPARK & TERRACE)

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Phone: (03) 9735 4888
Fax: (03) 9735 1473
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A.B.N. 75 083 816 915

JCA Land Consultants
Surveying - Engineering - Town Planning

QUALITY SYSTEM CERTIFIED

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL
Signature [signature] Date 17 / 8 / 2011
REF. 15271 VERSION 02 17/08/11 J.O.

Sheet 5
[signature]
Date 29 / 8 / 11
Council Delegate Signature
Original sheet size A3

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/09/2023 03:50:35 PM

OWNERS CORPORATION 1
PLAN NO. PS646937J

The land in PS646937J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 8.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
35 EVELYN ROAD RINGWOOD NORTH VIC 3134

AS197762Q 24/05/2019

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:
OC013737X 14/03/2012

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/09/2023 03:50:35 PM

OWNERS CORPORATION 1
PLAN NO. PS646937J

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Total	**800.00**	**800.00**

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

Statement End.

PROPERTY REPORT

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot. 5 PS646937

LOCAL GOVERNMENT (COUNCIL)
Whitehorse

LEGAL DESCRIPTION
5\PS646937

COUNCIL PROPERTY NUMBER
264607

LAND SIZE
543m² Approx

ORIENTATION
East

FRONTAGE
15.46m Approx

ZONES
RGZ - Residential Growth Zone - Schedule 3

OVERLAYS
DDO - Design And Development Overlay - Schedule 8
SLO - Significant Landscape Overlay - Schedule 9

Corelogic Property Data

UNIT
2 1 1

ROOF MATERIAL
Unavailable

FLOOR AREA
72m² Approx

YEAR BUILT
2012

WALL MATERIAL
Unavailable

State Electorates

LEGISLATIVE COUNCIL
North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Box Hill District

Schools

CLOSEST PRIVATE SCHOOLS
St Thomas the Apostle School (706 m)
SEDA College (Victoria) - Cricket Australia - Box Hill (1064 m)
St Luke the Evangelist School (1820 m)

CLOSEST SECONDARY SCHOOLS
Blackburn High School (982 m)

CLOSEST PRIMARY SCHOOLS
Blackburn Primary School (683 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 127 Homes

COUNCIL AVERAGE
1 in 120 Homes

STATE AVERAGE
1 in 76 Homes

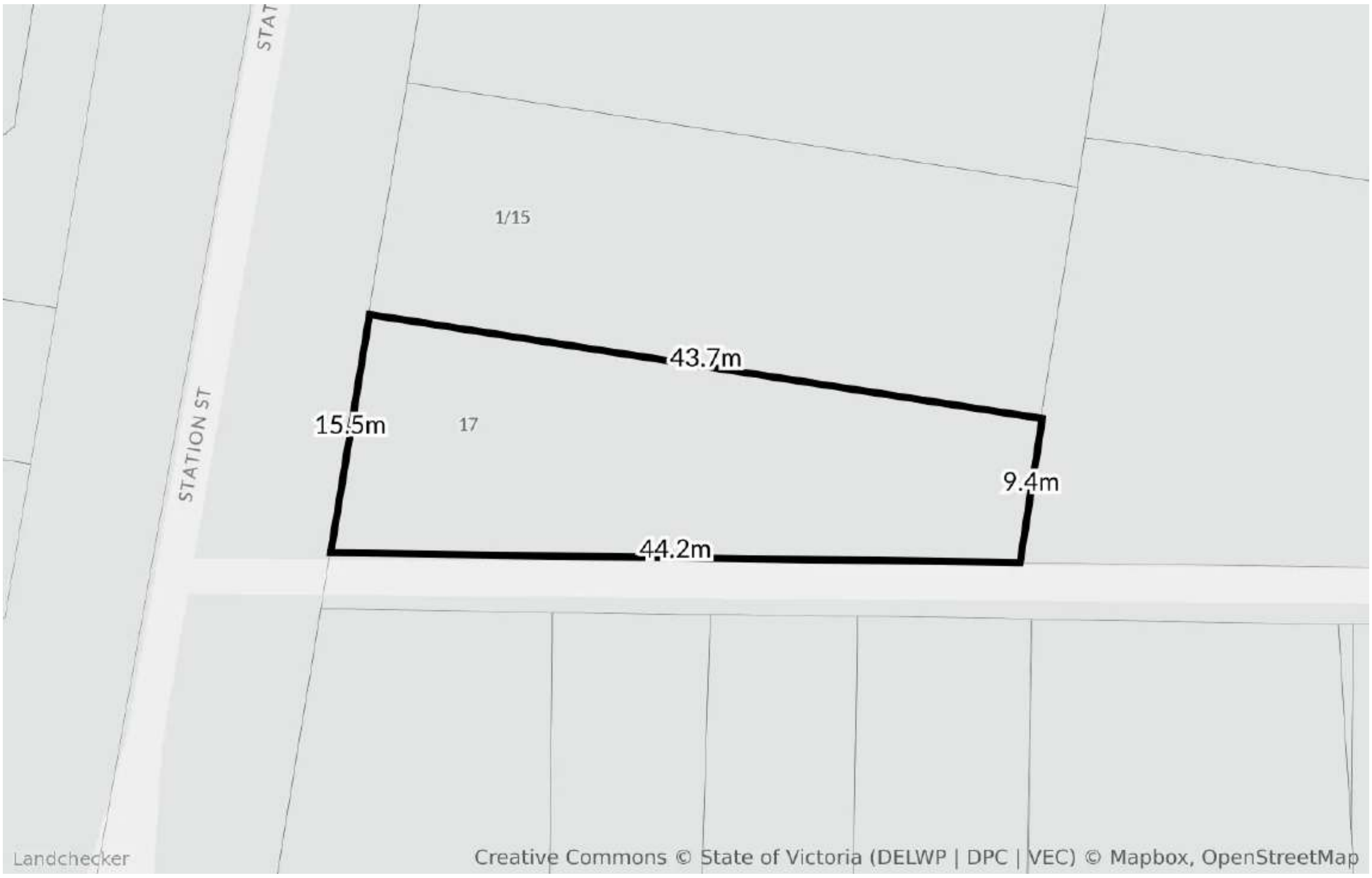
Council Information - Whitehorse

PHONE
03 9262 6303 (Whitehorse)

WEBSITE
http://www.whitehorse.vic.gov.au/

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

SITE DIMENSIONS



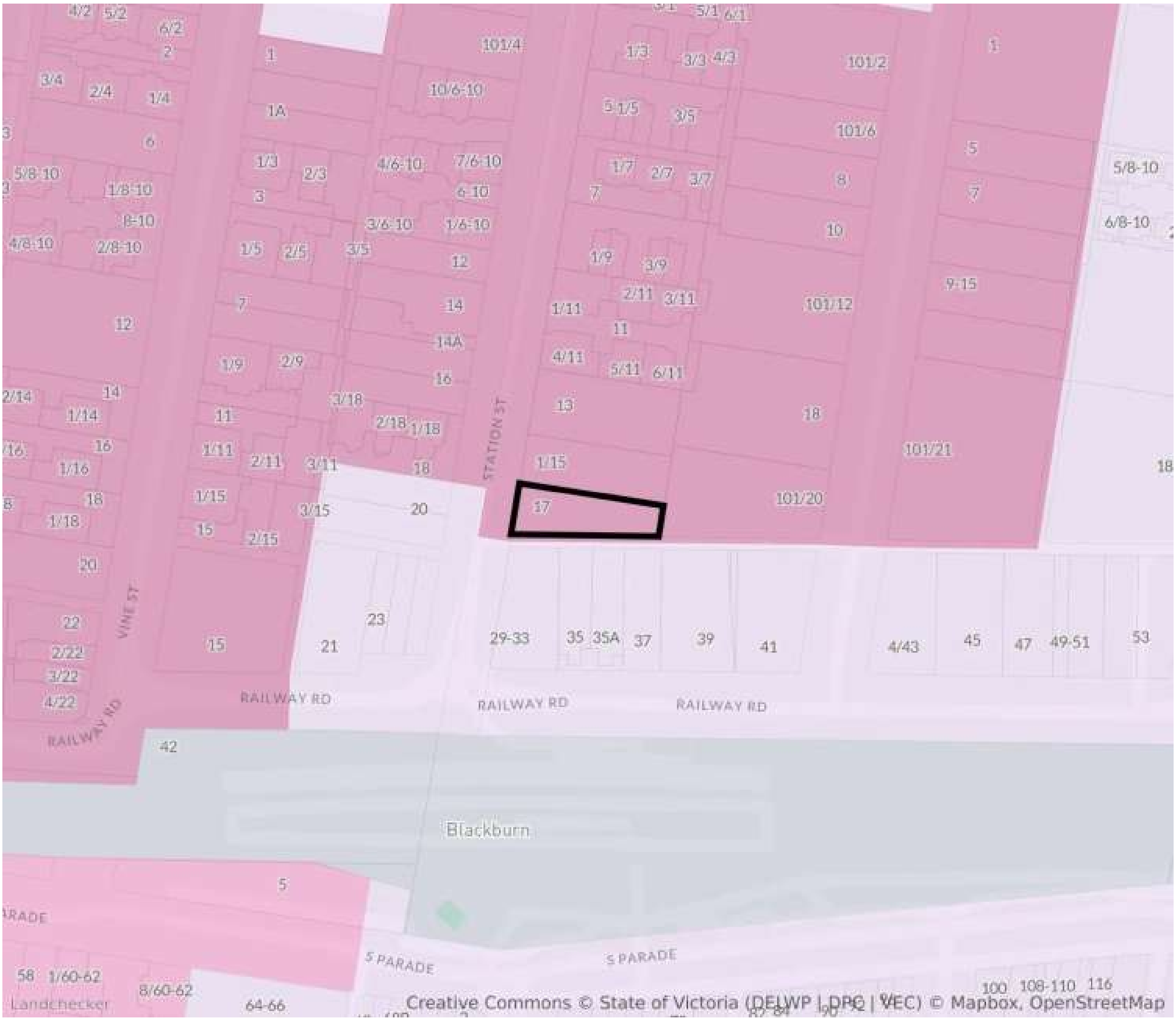
RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC234	03/07/2023	The amendment clarifies noise requirements for wind energy facilities and the responsible authority for enforcement matters.

PROPOSED PLANNING SCHEME AMENDMENTS

Status	Code	Date	Description
PROPOSED	C241whse	07/06/2023	The amendment seeks to implement the Whitehorse Development Contributions Plan (Whitehorse City Council, June 2022) by applying Schedule 1 to Clause 45.06 Development Contributions Plan Overlay (DCPO1) to all land within the municipality.
PROPOSED	C220whse	01/05/2023	The Amendment implements the outcomes of the Whitehorse Residential Corridors Built Form Study 2019 by introducing and applying Schedule 11 of the Design and Development Overlay to land included in the Residential Growth Zone along key road corridors in Whitehorse and making minor policy changes.
PROPOSED	C230whse	16/03/2023	Rezone the land at 490-500 Burwood Highway, Vermont South from the Transport Zone (TRZ) to the Residential Growth Zone (RGZ) and apply the Design and Development Overlay (DDO), Environmental Audit Overlay (EAO), Significant Landscape Overlay (SLO) and Vegetation Protection Overlay (VPO), and update the Heritage Overlay (HO) Statement of Significance.

ZONES



RGZ3 - Residential Growth Zone - Schedule 3

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To provide housing at increased densities in buildings up to and including four storey buildings.
To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.
To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.
To ensure residential development achieves design objectives specified in a schedule to this zone.
To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.07 Residential Growth Zone

None specified.

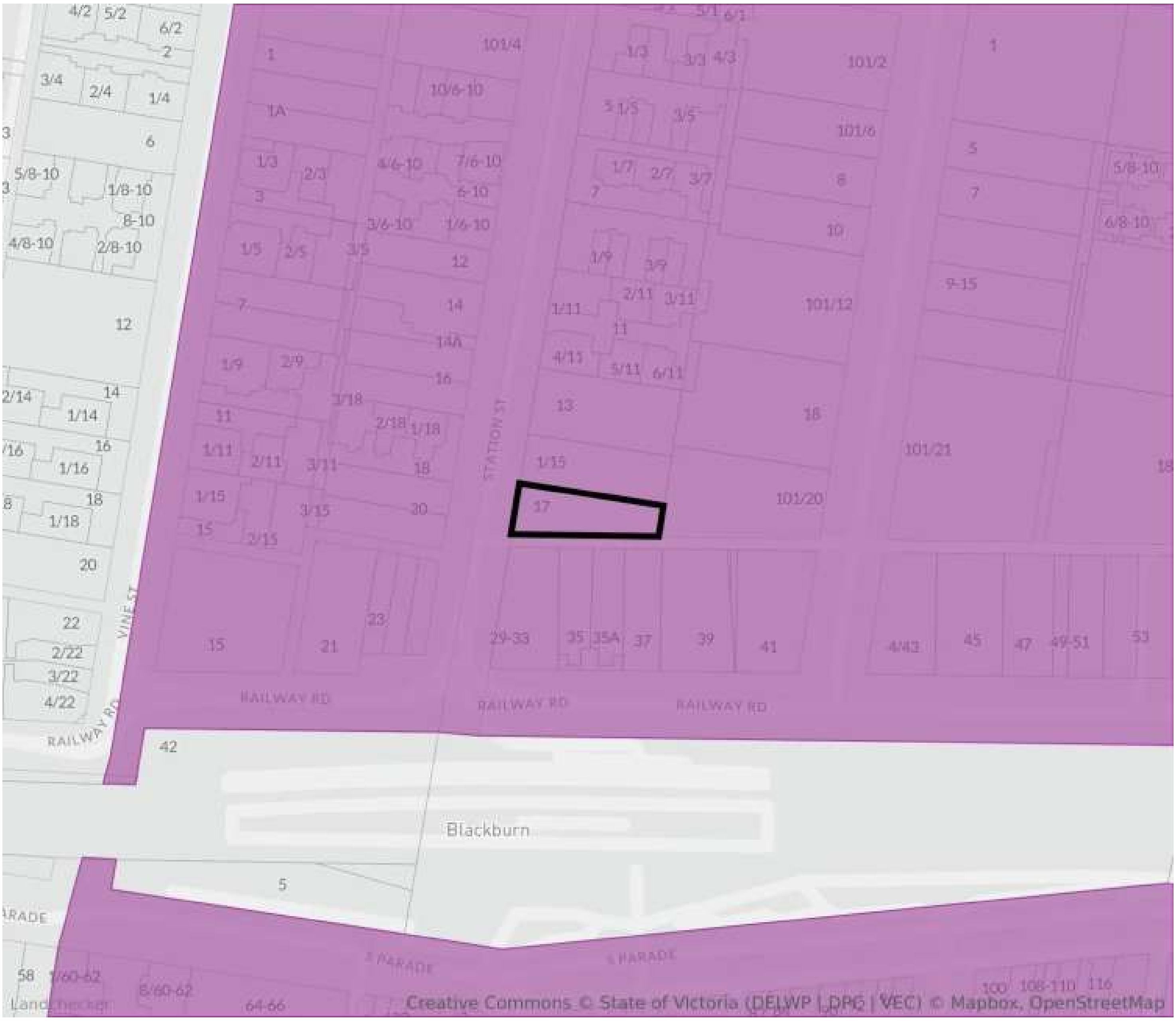
LPP 32.07 Schedule 3 To Clause 32.07 Residential Growth Zone

For confirmation and detailed advice about this planning zone, please contact WHITEHORSE council on 03 9262 6303.

Other nearby planning zones

- C1Z - Commercial 1 Zone
- RGZ - Residential Growth Zone
- TRZ1 - Transport Zone
- TRZ2 - Transport Zone

OVERLAYS ON THE PROPERTY



DDO8 - Design And Development Overlay - Schedule 8

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To ensure development is consistent with the background document MegaMile [west] and Blackburn Activity Centres Urban Design Framework 2010 (the UDF) and Clause 22.09 Blackburn and MegaMile (west) Activity Centres.To create a strong and distinct image for both the MegaMile (west) and Blackburn Activity Centres.To facilitate the redevelopment of potential opportunity sites and key gateway sites.To encourage high quality design and modest built form accentuation on key gateway sites as defined by the UDF.To ensure that new development is sensitively designed and complements or enhances the existing character of the area including the protection of heritage buildings.To encourage an appropriate transition in building heights to the residential areas adjoining the activity centres.To ensure that Environmentally Sustainable Development principles are incorporated into the design of new development.To ensure that buildings within core retail areas and along key pedestrian streets create a well defined and 'active' street edge.To ensure the new development makes best use of available space, achieving a more compact and sustainable urban form.To ensure access for all levels of mobility and for all forms of travel.To create a high quality pedestrian environment to encourage walking around the centres.To encourage high quality landscaped frontages and avoiding car parking in front setbacks where setbacks are preferred.To ensure an acceptable interface is achieved between new development and the railway corridor.

LPP 43.02 Schedule 8 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

OVERLAYS ON THE PROPERTY

SLO9 - Significant Landscape Overlay - Schedule 9

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify significant landscapes.
To conserve and enhance the character of significant landscapes.

VPP 42.03 Significant Landscape Overlay

The leafy garden and bushy character of Melbourne's eastern suburbs can be viewed from many high points throughout Melbourne and is a significant component of the subregion. The treed character of areas such as Whitehorse provides an important 'green' link between Melbourne and the Yarra Valley.The Municipal Wide Tree Study (June 2016 and March 2019) identifies that trees are significant to the landscape character of the City of Whitehorse. The tree cover in Whitehorse simultaneously delivers multiple benefits to the community, including defining neighbourhood character, providing visual amenity, reducing the urban heat island effect in more urbanised areas, improving air quality and energy efficiency, providing habitat for fauna, and increasing the wellbeing of people and liveability of neighbourhoods.The Garden Suburban Neighbourhood Character Area generally has formalised streetscapes comprising grassed nature strips, concrete footpaths, kerbs and channels, and buildings are generally visible along streets behind low front fences and open garden settings.Gardens are typically established with canopy trees, lawn areas, garden beds and shrubs and there are typically well defined property boundaries and consistent building siting.The majority of the municipality is included in the Garden Suburban Neighbourhood Character Area.The Bush Suburban Neighbourhood Character Area generally has a mix of formal and informal streetscapes with wide nature strips and streets are dominated by vegetation with buildings partially hidden behind tall trees and established planting.Gardens are less formal, consisting of many canopy trees and property boundary definition can be non-existent or fenced. Buildings appear detached along the street and generally comprise pitched rooftops, with simple forms and articulated facades.The Bush Suburban Neighbourhood Area includes parts of Blackburn, Box Hill South, Vermont South, Mitcham, Nunawading and Mont Albert North as shown in the Neighbourhood Character Precincts Map contained in the Neighbourhood Character Study 2014.

LPP 42.03 Schedule 9 To Clause 42.03 Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

HO - Heritage Overlay

VPO - Vegetation Protection Overlay

For confirmation and detailed advice about this planning overlay,
please contact WHITEHORSE council on 03 9262 6303.

Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.
For confirmation and detailed advice about the cultural sensitivity of this property, please contact WHITEHORSE council on 03 9262 6303.

Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact WHITEHORSE council on 03 9262 6303.

EASEMENTS

Easements

The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact WHITEHORSE council on 03 9262 6303.

PLANNING PERMIT HISTORY

No planning permit data available for this property.

NEARBY PLANNING PERMITS

Status	Code	Date	Address	Description
PENDING	2010/2018	Received 10/10/2018	G04/ 55-65 Railway Road, Blackburn	Office Tenancy Fit-Out
PENDING	1992/2018	Received 05/10/2018	14 Queen Street, Blackburn	Demolition of Single Storey Dwelling & Garage
PENDING	1946/2018	Received 27/09/2018	12 Queen Street, Blackburn	Demolition of Single Storey Dwelling & Sheds
PENDING	2612/2017	Received 28/12/2017	12 Queen Street, Blackburn	Residential Development With Basement Carpark
PENDING	2294/2015	Received 07/10/2015	48-58 Railway Road, Blackburn 48-58 Railway Road, Blackburn	Internal Office Alts - 54 Railway Road Blackburn
PENDING	2004/2015	Received 03/09/2015	1 South Parade, Blackburn	New Building (Level Crossing Removal)

Status	Code	Date	Address	Description
PENDING	2418/2012	Received 21/12/2012	Suite 5/29-33 Railway Road, Blackburn	Change of Use - Class 5A to 9B
PENDING	2235/2011	Received 27/10/2011	20 Vine Street, Blackburn	Construction of a 3 storey building comprising of 18 apartments & basement car parking
PENDING	1996/2009	Received 17/11/2009	20 Queen Street, Blackburn	Residential Development
PENDING	889/2009	Received 10/06/2009	18-20 Albert Street, Blackburn	Office Development
PENDING	98950/2005	Received 24/10/2005	2 Hindon Street, Blackburn	Dwelling Addition
PENDING	96945/2004	Received 01/12/2004	14 Albert Street, Blackburn	Reinstatement of Damaged Dwelling
PENDING	96352/2004	Received 09/09/2004	29-33 Railway Road, Blackburn	Unit Development & Carpark
PENDING	94400/2003	Received 14/11/2003	29-33 Railway Road, Blackburn	Construction of Office & Carpark
APPROVED	WH/2023/513	23/08/2023	46 Railway Road, Blackburn	Use of the land for a Leisure and Recreation facility (gymnasium)
APPROVED	WH/2023/439	03/07/2023	8A Blackburn Road, Blackburn	The development and display of business identification signs, including panel signs
OTHER	WH/2023/456	28/06/2023	13 Blackburn Road, Blackburn	sign
OTHER	WH/2021/1153	16/05/2022	71 Railway Road, Blackburn	Display of internally illuminated business identification signage
APPROVED	WH/2020/938	09/10/2020	15 Station Street, Blackburn	6 Lot Subdivision
REJECTED	WH/2020/722	23/09/2020	49-51 Railway Road, Blackburn	Construction of addition and alterations to the existing building
APPROVED	WH/2020/599	19/08/2020	67-69 Railway Road, Blackburn	construct and display of internally illuminated business identification signage.
APPROVED	WH/2020/633	21/07/2020	49-51 Railway Road, Blackburn	Buildings and works to existing building (Two roller doors, exit door and extension to wall)
APPROVED	WH/2020/10	21/01/2020	12 Queen Street, Blackburn	53 lot subdivision and associated common property
APPROVED	WH/2019/1170	19/12/2019	1A Blackburn Road, Blackburn	Alterations to shop front
OTHER	WH/2019/1079	09/12/2019	Lg02/ 21 Queen Street, Blackburn	Use of unit as an office, car parking reduction, installation of two business identification signs
APPROVED	WH/2013/432/B	03/06/2019	12 Queen Street, Blackburn	Construction of a five storey building plus two levels of basement, comprising dwellings and a reduction in the car parking requirements
REJECTED	WH/2019/167	14/03/2019	Lg01/ 21 Queen Street, Blackburn	Reduce a car parking requirement for a commercial property
APPROVED	WH/2018/854	03/10/2018	15 Blackburn Road, Blackburn	Buildings and works to construct a first floor addition to an existing building
APPROVED	75/2018	25/09/2018	15 Station Street, Blackburn	Construction of Six Dwellings & Garages
APPROVED	1773/2018	03/09/2018	73 Railway Road, Blackburn	Internal Partitiion to Existing Bar / Restaurant
APPROVED	WH/2018/218	06/08/2018	1 South Parade, Blackburn	Display an electronic promotion sign
APPROVED	WH/2017/184	27/07/2018	20 Vine Street, Blackburn	Construction of a four storey apartment building above basement

Status	Code	Date	Address	Description
APPROVED	WH/2018/41	18/06/2018	G06/ 55-65 Railway Road, Blackburn	Use of land for the sale and consumption of liquor in association with a restaurant
APPROVED	261/2018	15/06/2018	73 Railway Road, Blackburn	Resolution of Building Notice
REJECTED	WH/2018/428	01/06/2018	Lg01/ 21 Queen Street, Blackburn	reduction of required parking from 5 to 1
APPROVED	180/2018	07/05/2018	G06/ 55-65 Railway Road, Blackburn	Fitout of Restaurant
APPROVED	77/2018	11/01/2018	15 Station Street, Blackburn	Demolition of Dwelling
APPROVED	WH/2017/889	27/12/2017	9 Vine Street, Blackburn	Three lot subdivision
APPROVED	1878/2017	02/11/2017	G03/ 55-65 Railway Road, Blackburn	Internal Office Alteration
APPROVED	WH/2017/784	24/10/2017	G06/ 55-65 Railway Road, Blackburn	Carparking Waiver in association with New Use (Restaurant)
APPROVED	WH/2017/785	23/10/2017	G03/ 55-65 Railway Road, Blackburn	Reduction in Car Parking in association with a New Use (Office)
APPROVED	1887/2017	11/10/2017	9 Vine Street, Blackburn	Construction of Unit Development
APPROVED	1537/2017	02/08/2017	18-20 Albert Street, Blackburn	Alterations to Existing Building - Awning Installation
APPROVED	WH/2017/152	27/07/2017	17 Blackburn Road, Blackburn	The construction of buildings and works to the existing shop, and the display of business identification signage (including two internally illuminated signs)
APPROVED	1250/2017	22/06/2017	1 South Parade, Blackburn	Installation of a pre fabricated public toilet
APPROVED	1111/2017	18/06/2017	G02/ 55-65 Railway Road, Blackburn	Shop Alteration
APPROVED	WH/2017/274	14/06/2017	18-20 Albert Street, Blackburn	Installing a retractable awning on office balcony
APPROVED	638/2017	07/03/2017	7 Hindon Street, Blackburn	Rectification Works to Decking
APPROVED	WH/2015/213/A	03/03/2017	15 Station Street, Blackburn	Amendment to plans for construction of a three storey building comprising six dwellings to change windows, reduce rear setbacks and change colours/materials
REJECTED	WH/2014/460/A	16/02/2017	17 Blackburn Road, Blackburn	Display of one (1) internally illuminated sign

For confirmation and detailed advice about this planning permits, please contact WHITEHORSE council on 03 9262 6303.

1. Property Report

This Property Report:

a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:

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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

28th September 2023

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	201/17 STATION STREET BLACKBURN 3130
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	30797692
Conveyancing Account Number	8998494776
Your Reference	20231412

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

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Yarra Valley Water Property Information Statement

Property Address	201/17 STATION STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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Melbourne Water Property Information Statement

Property Address	201/17 STATION STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

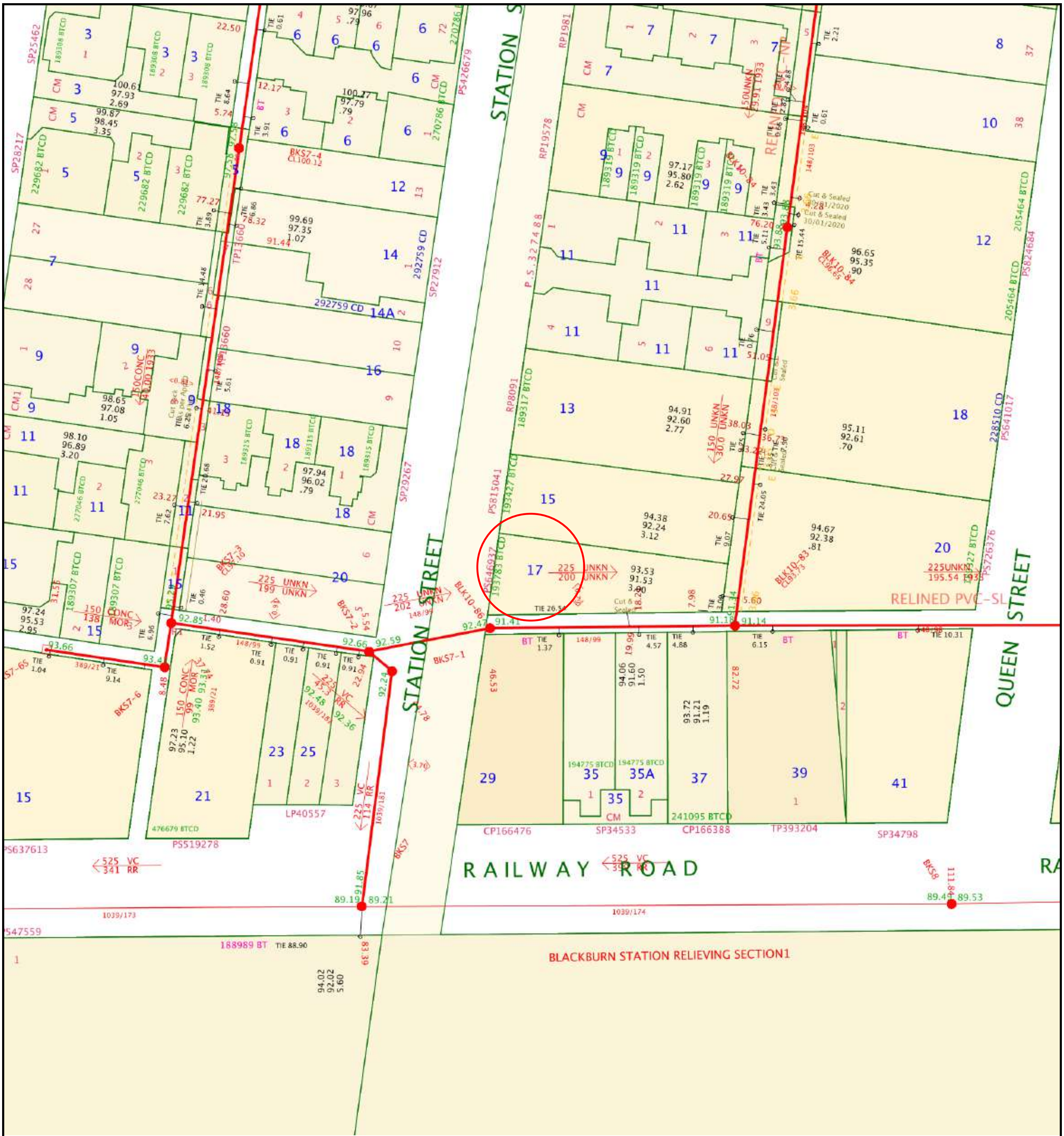
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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



Yarra Valley Water Information Statement Number: 30797692	**Address**	201/17 STATION STREET BLACKBURN 3130	Yarra Valley Water ABN 93 066 902 501
	Date	28/09/2023	
	Scale	1:1000	

Existing Title	Access Point Number GLV2-42	MW Drainage Channel Centreline	Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
Easement	Sewer Pipe Flow	MW Drainage Manhole	- 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;
Existing Sewer	Sewer Offset <1.00>	MW Drainage Natural Waterway	- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Abandoned Sewer	Sewer Branch		

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VICTORIAN STATEWIDE CONVEYANCING P/L.
janette@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 2386672969
Rate Certificate No: 30797692

Date of Issue: 28/09/2023
Your Ref: 20231412

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 201/17 STATION ST, BLACKBURN VIC 3130	5\PS646937	5015740	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	$20.26	$0.00
Residential Water Usage Charge *Step 1 – 7.780000kL x $2.44510000 = $19.02* Estimated Average Daily Usage $0.27	21-04-2023 to 30-06-2023	$19.02	$0.00
Residential Water and Sewer Usage Charge ** *Step 1 – 2.220000kL x $3.34380000 = $7.42* Estimated Average Daily Usage $0.39	01-07-2023 to 20-07-2023	$7.42	$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	$115.72	$0.00
Residential Sewer Usage Charge *7.7777778kL x 0.987306 = 7.6790474 x 0.900000 = 6.911143 x $1.15400000 = $7.98* Estimated Average Daily Usage $0.11	21-04-2023 to 30-06-2023	$7.98	$0.00
Parks Fee *	01-07-2023 to 30-09-2023	$21.33	$0.00
Drainage Fee	01-07-2023 to 30-09-2023	$29.70	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Please note, from 1 July 2023:

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

** The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.

GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

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ABN 93 066 902 501

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yvw.com.au

Property No: 5015740

Address: UNIT 201/17 STATION ST, BLACKBURN VIC 3130

Water Information Statement Number: 30797692

HOW TO PAY

Biller Code: 314567
Ref: 23866729697

Amount Paid		Date Paid		Receipt Number	

OWNERS CORPORATION CERTIFICATE

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

As at 12th October 2023

1. OWNERS CORPORATION DETAILS

Plan Number: PS646937J

Address of Plan: 17 Station Street BLACKBURN VIC VIC 3130

Lot Number this statement relates to: 5

Unit Number this statement relates to: 201

Postal Address PO Box 2623 Ringwood North Victoria 3134

2. CERTIFICATE DETAILS

Vendor: Eugene Christofoor Ie & Karen Sue Ie

Postal Address for Lot 5 PO Box 28 MOUNT CLEAR VIC 3350

Purchaser:

Person requesting Certificate: Victorian Statewide Conveyancing

Reference:

Address:

E-mail: janette@victorianstatewide.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 5

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5 are **3,476.13 per annum** commencing on 1 August 2023. Levies for this plan are raised over **4 periods. Amount may change after the forthcoming AGM scheduled for 24 Oct 2023.**

Period	Amount	Due Date	Status
01/08/23 to 31/10/23	916.38	01/08/23	Paid
01/11/23 to 31/01/24	853.25	01/11/23	Paid
01/02/24 to 30/04/24	853.25	01/02/24	To be Issued
01/05/24 to 31/07/24	853.25	01/05/24	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 5 are **2,000.00 per annum** commencing on 1 August 2023. Levies for this plan are raised over **4 periods. Amount may change after the forthcoming AGM scheduled for 24 Oct 2023.**

Period	Amount	Due Date	Status
01/08/23 to 31/10/23	472.22	01/08/23	Paid
01/11/23 to 31/01/24	509.26	01/11/23	Paid
01/02/24 to 30/04/24	509.26	01/02/24	To be Issued
01/05/24 to 31/07/24	509.26	01/05/24	To be Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 12th October 2023

For Plan No. PS646937J - Lot 5

4. CURRENT LEVY POSITION FOR LOT 5

Fund	Balance	Paid To
Administrative	0.00	31 January 2024
Maintenance Fund	0.00	31 January 2024
BALANCE	**0.00**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 5 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 12 October 2023:

Account / Fund	Amount
Administrative Fund	-8,038.79
Maintenance Fund	49,228.26
TOTAL FUNDS HELD AS AT 12 OCTOBER 2023	**$41,189.47**

8. INSURANCE

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

Policy	
Policy No.	HU0006097418
Expiry Date	3-December-2023
Insurance Company	CHU Underwriting Agency
Broker	Whitbread
Premium	7285.82

Cover Type	**Amount of Cover**
Common Area Contents	42,159
Damage (i.e. Building) Policy	4,215,939
Fidelity Guarantee Insurance	250,000
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Loss of Rent	632,390
Lot Owner's Fixtures and Improvements	250,000
Office Bearers Liability Insurance	100,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	200,000/2,000

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation may in the foreseeable future enter into contracts affecting the common property for the following projects.

Exterior painting, repairs to rising damp in the garage and relandscaping of the front garden.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Iconic Strata Management
ABN / ACN:	43 006 994 378
Address of Manager:	PO Box 2623 Ringwood North Victoria 3134
Telephone:	9982 1300
E-mail Address:	info@iconicstrata.com.au

17. ADDITIONAL INFORMATION

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

OWNERS CORPORATION CERTIFICATE

(Continued)
As at 12th October 2023
For Plan No. PS646937J - Lot 5

2. This **Certificate is valid for 60** days from the date of issue, once that period has lapsed application must be made for a new certificate.

3. The information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.

4. The information is subject to change without notice.

5. Additional fees are applicable for all documentation supplied in hard copy.

6. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Requests to inspect the Owners Corporation Register, or to obtain a new certificate must be forwarded to: Iconic Strata Management, PO Box 2623, RINGWOOD NORTH, VIC 3134.

Requests for certificate must be accompanied by a copy of the EFT payment.

SIGNING

The common seal of Plan No. PS646937J, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Brigitte

Registered Manager

Full name: Brigitte Cheston
Company: Iconic Strata Management
Address of registered office: PO Box 2623 Ringwood North Victoria 3134

12/10/2023

Date

Common Seal
of Owners Corporation

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN: PS646937J
17 Station St, BLACKBURN 3130

The Annual General Meeting of the Owners Corporation was held on:

Date: Tuesday 20th September 2022
Time: 6:00pm
Place: Iconic Strata Management – via Zoom Meeting
Join Zoom Meeting: https://us06web.zoom.us/j/81449218659
Via Phone: 7018 2005 - Meeting ID: 814 4921 8659

---

1. QUORUM:

Noting of attendances, proxies, apologies, determination of quorum and entitlement to vote.

Name	Lot No.	Present	Proxy Appointed	Entitled to Vote
C Wu	Lot 1	Yes	N/A	Yes
A Macleish	Lot 3	Yes	N/A	Yes
E & K Ie	Lot 5	No	A Ie	Yes
A Pike	Lot 8	Yes	N/A	Yes

Also present: J Elliott – Iconic Strata Management.

A quorum was present.

2. PROCEDURE:

Motion 2.1:
Pursuant to section 80 (1) of the Owners Corporations Act, the Owners Corporation resolves to accept that participation of this Annual General Meeting is by video teleconference.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

Motion 2.2:
Pursuant to section 80 (2) of the Owners Corporations Act, the Owners Corporation resolves to adopt the following procedure for this Annual General Meeting.

a) The mute function should be applied when not speaking.
b) Wait for one person to finish before speaking. Ideally use the hand icon if you wish to speak (if on video).
c) Keep comments brief and relevant to the motion being voted on.
d) Refrain from shuffling papers or making distracting noises.
e) Argumentative, unruly, bullying, and harassing behaviour will not be tolerated. The participant will be asked to cease such behaviour, failing to do so the meeting will be adjourned for another date. Additional charges will apply.

Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

3. CHAIRPERSON:

Motion 3.1:
Members resolved to appoint a person being a lot owner or the manager to chair the meeting.
J Elliott, Iconic Strata Management, was appointed to chair the meeting.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

4. DISPUTE RESOLUTION:

In accord with s59 OCA, the Owners Corporation must report to the AGM in relation to the number of complaints made under Part 10 Dispute Resolution.

Nil complaints were received.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

5. CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING:

Motion 5.1:
Members resolved to confirm the minutes of the Annual General Meeting held 15th September 2021.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

6. FINANCIAL STATEMENT:

Motion 6.1:
Members resolved that the Owners Corporation adopt the financial statement for the period ending 31st July 2022.

Administration Fund: $2,443.21
Maintenance Fund: $40,601.76
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

7. MANAGER'S REPORTS:

Motion 7.1:
Members resolved to confirm the Manager's (Iconic Strata) report.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

8. ADMINISTRATION & MAINTENANCE FUND BUDGET:

Motion 8.1:
Members resolved to note and confirm the proposed Administration & Maintenance Budget for the year ending 31st July 2023.

Proposed Administration Budget: $27,809.00
Proposed Maintenance Budget: $17,800.00
Motion Failed.

Amended Motion 8.1:
Members resolved to note and confirm the proposed Administration & Maintenance Budget for the year ending 31st July 2023.

Proposed Administration Budget: $27,809.00 *($3,476.13 per lot)*
Proposed Maintenance Budget: $16,000.00 *($2,000.00 per lot)*
Moved: A Pike, Lot 8 ***Seconded: A Macleish, Lot 3*** ***Voting: Yes: 3 / No: 1***

Managers Note: Manager will go through the Maintenance Plan and mark off items that are completed and also advise of line items that are standard "day to day" maintenance, for example maintaining storm water drains which is jet cleaning them on a yearly basis.

Motion 8.2:
Members resolved that fees be set in accordance with Section 23 of the Owners Corporations Act 2006, based on unit of liability for the period ending 31st July 2023.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

Motion 8.3:
Members resolved that the fees be paid in advance in quarterly instalments, being due on the first day of August, November, February, and May of each levy year.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

9. PENALTY INTEREST:

Motion 9.1:
Members resolved to charge interest at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* on money owed by a member to the Owners Corporation one month after the due date for fees and charges set under Sections 23 and 24 of the Act and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from due date unless Committee decide in any particular case to waive payment of interest.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

10. RECOVERY COSTS:

Motion 10.1:
Members resolved that Iconic Strata Management may arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or Magistrates Court to recover the debt as required. All costs incurred by the Owners Corporation from any default or breach by a lot owner will be borne by the Lot Owner in breach.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

Motion 10.2:
Members resolved that the Owners Corporation levy the lot owner the cost or charges for the Fee Reminder Notice ($44) and Final Notice ($88) as incurred by the Owners Corporation.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

11. INSURANCE:

Motion 11.1:
a) That the Owners Corporation confirms the Insurance cover with Axis Residential Strata Insurance, Policy Number P-004176, indicating building reinstatement value of $4,215,939 and $20M for public liability.

b) That the Owners Corporation, subject to periodic valuation, obtains quotations for the renewal of insurance policy each year prior to renewal, and that those quotations are forwarded to the Committee for approval.

c) That the Owners Corporation confirms the last independent insurance valuation was obtained 7th October 2021.

d) That the Owners Corporation accepts the financial services provided by the Manager and Whitbread Insurance Broker as disclosed in the FSRA advice attached to the notice of meeting.

e) That the Whitbread Financial Services Guide and Axis Product Disclosure Statement & Policy Wording are available to view and download from the MyCommunity portal.

f) That the Owners Corporation acknowledges that the strata insurance does not cover public liability within the private Lot.

g) Excess payable on claims as a result of an insurable event from common property will be paid by the Owners Corporation, however the Owners Corporation may apply the benefit principal if only one or a few lots are affected. The lot/s that benefit from the repairs will be responsible for the excess on the insurance claim.

h) Excess on insurance claims within private lots is payable by the lot owner.

Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

Manager Note: Owners are advised that Iconic Strata Management is not licensed to provide specific advice on insurance, and any input that we provide can only be factual and general in nature. If, at any stage you require more specific insurance assistance, we will refer you to our Insurance broking partners who are qualified to provide specific advice that can take into account your circumstances. We also recommend that before entering any insurance contracts, that you read the policy Product Disclosure Statement (PDS) and Financial Services Guides that will be supplied to you with your policy renewal.

12. COMMITTEE:

Pursuant to Section 100 and 103 of the *Owners Corporations Act* 2006, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 and not more than 7 Members at each AGM. Nomination form attached.

Motion 12.1:
To elect a Committee.
Members elected to Committee:

Name	Lot No.
C Wu	Lot 1
M Poropat	Lot 2
A Macleish	Lot 3
A Ie	Lot 5

Motion 12.2:
That the Committee elect a Chairperson of the Owners Corporation.
M Poropat, Lot 2, was elected as Chairperson of the Owners Corporation.

Motion 12.3:
That the Committee elect a Secretary of the Owners Corporation.
J Elliott, Iconic Strata Management, was elected as Secretary of the Owners Corporation.

Motion 12.4:
Members resolved that the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporations Act 2006.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

Motion 12.5:
Members resolved that the members of the Committee also serve as the grievance Committee.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

13. OWNERS CORPORATIONS RULES:

That the Owners Corporation acknowledge the Model Rules were issued with the Notice of Meeting and apply to Owners Corporation Plan No. PS646937J.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

14. DISTRIBUTION OF FUTURE AGM NOTICES & MINUTES:

Motion 14.1:
Members resolved that the Owners Corporation resolves that future Annual General Meeting Notices and Minutes be distributed electronically only to all members with email accounts and by post only, as individually requested.
Moved: A Ie, Lot 5 ***Seconded: A Macleish, Lot 3*** ***Voting: Passed***

15. GENERAL BUSINESS:

15.1 **Pigeons –** Committee to further discuss options to control the pigeon issues around the building. Once Committee discuss, they will advise Manager.

15.2 **Garage Light** – Once pigeon issue is resolved within the garage, Manager will investigate if light is staying on due to the pigeons movements or there is an electrical issue.

15.3 **Garage Door** – C Wu, Lot 1, will email the Manager regarding the smaller garage door not closing. Manager will issue work order to Doormation to investigate and rectify.

Meeting Closed: 6.45pm

Justin Elliott
Owners Corporation Manager

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner’s lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

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MAINTENANCE PLAN

17 Station Street

Blackburn VIC 3130

Plan of Subdivision OC646937J

Report details	
Inspection date:	2/10/2018
Inspector:	Mauro Formichelli

NEW SOUTH WALES
Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND
18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA
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ABN 77 079 173 194

03 October 2018

The Owners Corporation
Plan of Subdivision OC646937J
17 Station Street
Blackburn VIC 3130

Dear Committee Members,

Thank you for appointing our company to conduct your Maintenance Plan.

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in the short term to cover its forecast maintenance fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Lot Liability (Total maintenance fund levy divided by lot liabilities)	$1.00
Total Lot Liabilities	800
Total Maintenance Fund Levy	$800.00

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,

The Team at Solutions in Engineering

NEW SOUTH WALES
Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND
18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA
Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001

Building Details & Report Inputs

Supplied information

Building Address	17 Station Street Blackburn VIC 3130
Plan of Subdivision No	OC646937J
Plan Type	Plan of Subdivision
Registered Plan Date/Year of Construction	2011
Number of Lot Liabilities	800
Number of Units	8
Estimated Starting Maintenance Fund Balance	$0.00
Starting date of Financial Year for Report	1/08/2018
GST Status	Not Registered for GST
Current Maintenance Fund Levy per Lot Liability	$1.00

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over $10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on maintenance fund balances over $10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Plan Period - Number of years the plan forecasts.	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Lot Liability	Quarterly Contribution
1	31/07/2019	800.00	1.00	0.25
2	31/07/2020	11,500.00	14.38	3.60
3	31/07/2021	23,000.00	28.75	7.19
4	31/07/2022	46,000.00	57.50	14.38
5	31/07/2023	17,800.00	22.25	5.56
6	31/07/2024	18,351.80	22.94	5.74
7	31/07/2025	18,920.71	23.65	5.91
8	31/07/2026	19,507.25	24.38	6.10
9	31/07/2027	20,111.97	25.14	6.29
10	31/07/2028	20,735.44	25.92	6.48
11	31/07/2029	21,378.24	26.72	6.68
12	31/07/2030	22,040.97	27.55	6.89
13	31/07/2031	22,724.24	28.41	7.10
14	31/07/2032	23,428.69	29.29	7.32
15	31/07/2033	24,154.98	30.19	7.55

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated **'Opening Balance'** at the start of the first financial year which you provided to us. We then add the **'Total Levy Contributions'** for the year and any **'Interest'** on balances greater than $10,000. Any **'Anticipated Expenses'** are then allowed for leaving a **'Closing Balance'** for the year which in turn becomes the **'Opening Balance'** for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

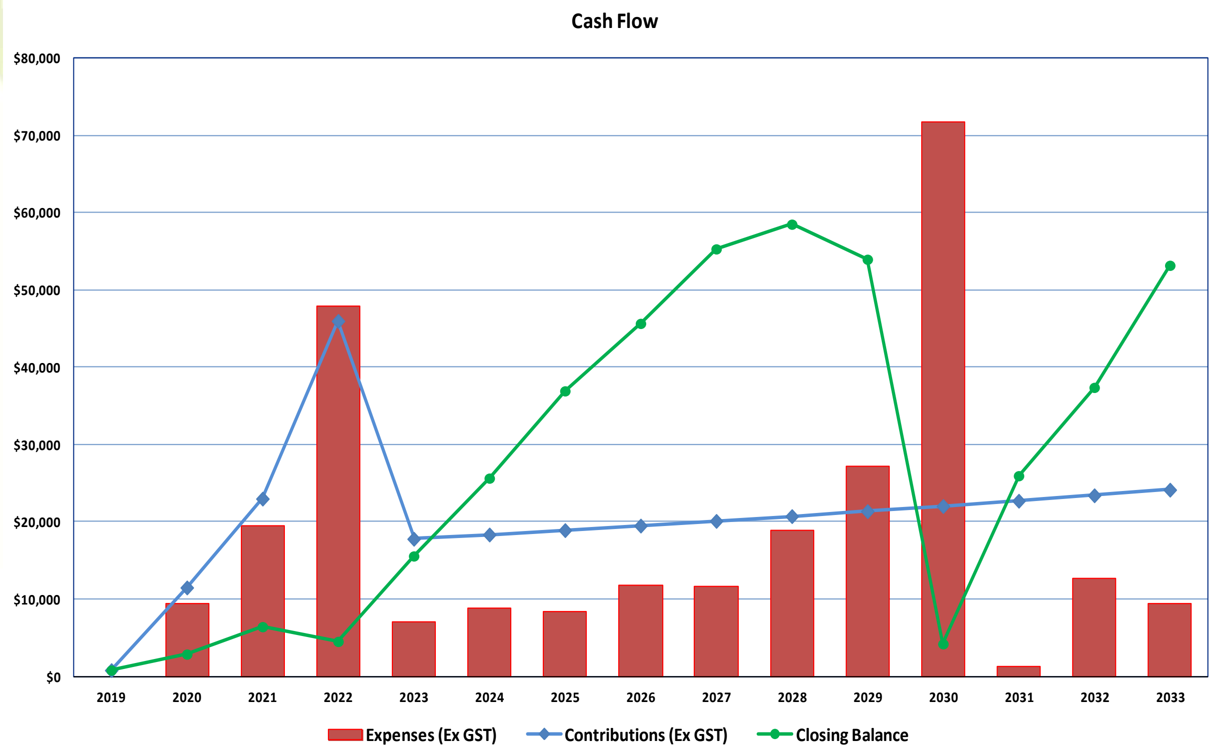
Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/07/2019	0.00	800.00	0.00	0.00	800.00
2	31/07/2020	800.00	11,500.00	0.00	9,425.00	2,875.00
3	31/07/2021	2,875.00	23,000.00	0.00	19,452.00	6,423.00
4	31/07/2022	6,423.00	46,000.00	0.00	47,908.00	4,515.00
5	31/07/2023	4,515.00	17,800.00	233.31	6,974.00	15,574.31
6	31/07/2024	15,574.31	18,351.80	478.74	8,757.00	25,647.85
7	31/07/2025	25,647.85	18,920.71	726.91	8,352.00	36,943.47
8	31/07/2026	36,943.47	19,507.25	959.52	11,733.00	45,677.24
9	31/07/2027	45,677.24	20,111.97	1,172.93	11,643.00	55,319.14
10	31/07/2028	55,319.14	20,735.44	1,322.02	18,861.00	58,515.60
11	31/07/2029	58,515.60	21,378.24	1,306.43	27,224.00	53,976.27
12	31/07/2030	53,976.27	22,040.97	0.00	71,811.00	4,206.24
13	31/07/2031	4,206.24	22,724.24	350.38	1,317.00	25,963.86
14	31/07/2032	25,963.86	23,428.69	735.80	12,735.00	37,393.35
15	31/07/2033	37,393.35	24,154.98	1,052.06	9,405.00	53,195.39

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the maintenance fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:
Contributions line - Total maintenance fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

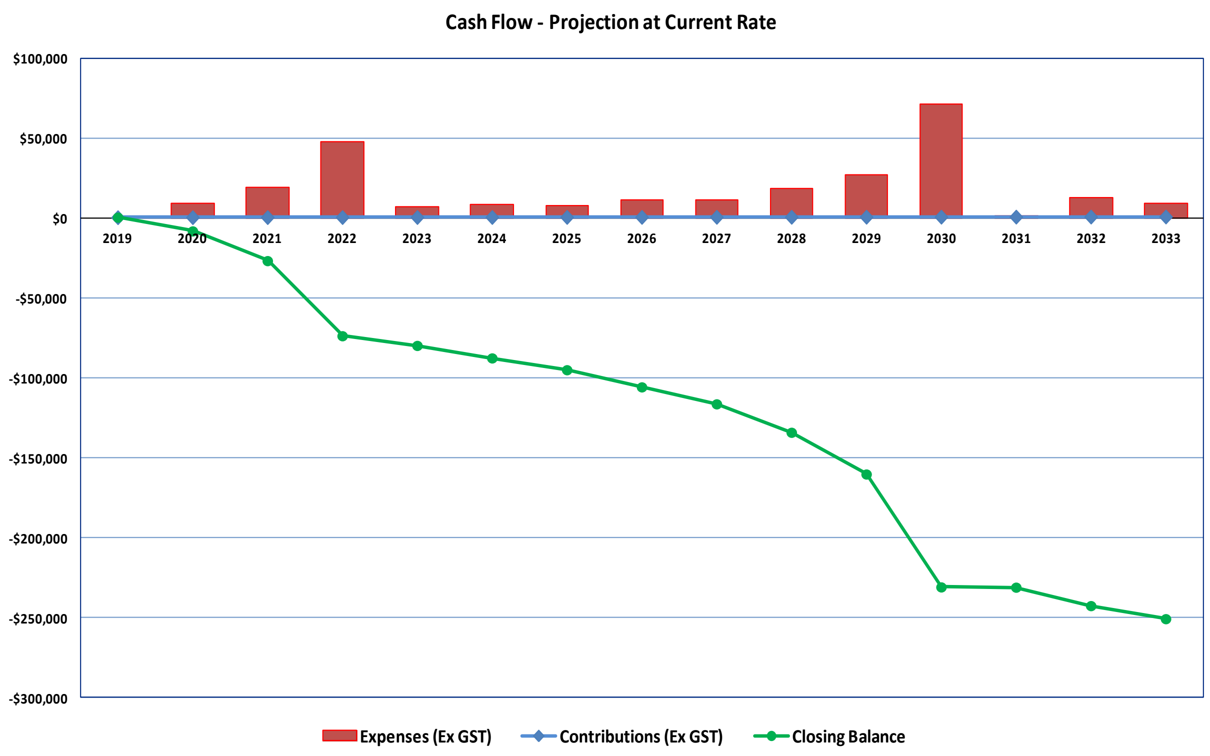
15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/07/2019	0.00	800.00	0.00	0.00	800.00
2	31/07/2020	800.00	824.80	0.00	9,425.00	-7,800.20
3	31/07/2021	-7,800.20	850.37	0.00	19,452.00	-26,401.83
4	31/07/2022	-26,401.83	876.73	0.00	47,908.00	-73,433.10
5	31/07/2023	-73,433.10	903.91	0.00	6,974.00	-79,503.19
6	31/07/2024	-79,503.19	931.93	0.00	8,757.00	-87,328.26
7	31/07/2025	-87,328.26	960.82	0.00	8,352.00	-94,719.44
8	31/07/2026	-94,719.44	990.61	0.00	11,733.00	-105,461.83
9	31/07/2027	-105,461.83	1,021.32	0.00	11,643.00	-116,083.51
10	31/07/2028	-116,083.51	1,052.98	0.00	18,861.00	-133,891.53
11	31/07/2029	-133,891.53	1,085.62	0.00	27,224.00	-160,029.91
12	31/07/2030	-160,029.91	1,119.27	0.00	71,811.00	-230,721.64
13	31/07/2031	-230,721.64	1,153.97	0.00	1,317.00	-230,884.67
14	31/07/2032	-230,884.67	1,189.74	0.00	12,735.00	-242,429.93
15	31/07/2033	-242,429.93	1,226.62	0.00	9,405.00	-250,608.31

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the maintenance fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:
Contributions line - Total maintenance fund contributions per year.
Expenses line – Total anticipated expenses in each year.
Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-
‘Expenditure Items’ - lists the different areas and items of expenditure.
‘Current Cost’ - shows the current maintenance expenditure costs in today’s dollars.
‘Year 1’ to ‘Year 15’ - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **‘Grand Total (Inc. GST)’** followed by a line calculating the ‘**Contingency Allowance (Inc. GST)’** for unforeseen and minor expenses and finally **‘Total Expenses (Inc. GST)’** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
1. Building exterior																
Repaint walls	19,070	-	-	-	20,899	-	-	-	-	-	-	-	26,681	-	-	-
Repaint ceilings / soffits	958	-	-	-	1,050	-	-	-	-	-	-	-	1,340	-	-	-
Repaint eaves	2,057	-	-	-	2,254	-	-	-	-	-	-	-	2,878	-	-	-
Repaint Colorbond fascia	1,874	-	-	-	-	-	-	-	-	-	-	-	2,622	-	-	-
Repaint Colorbond guttering	618	-	-	-	-	-	-	-	-	-	-	-	865	-	-	-
Inspect and repair guttering (total: 29 Lm) - 20%	262	-	-	-	287	-	-	-	-	-	-	-	367	-	-	-
Repaint Colorbond downpipes	2,045	-	-	-	-	-	-	-	-	-	-	-	2,861	-	-	-
Inspect and repair downpipes (total: 96 Lm) - 15%	515	-	-	-	564	-	-	-	-	-	-	-	721	-	-	-
Repaint lintel bars	213	-	-	-	233	-	-	-	-	-	-	-	298	-	-	-
Maintain / repair aluminium windows / doors	5,000	-	-	-	-	-	-	-	-	-	6,581	-	-	-	-	-
Repaint metal handrails / balustrades	2,259	-	-	-	2,476	-	-	-	-	-	-	-	3,161	-	-	-
Inspect and repair handrails / balustrades (total: 33 Lm) - 10%	890	-	-	-	975	-	-	-	-	-	-	-	1,245	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**28,738**	**0**	**0**	**0**	**0**	**0**	**6,581**	**0**	**43,039**	**0**	**0**	**0**
2. Roof																
Maintain / repair aluminium rainheads (total: 8 ea)	563	-	-	-	-	-	-	676	-	-	-	-	-	-	-	-
Maintain / repair box gutters (total: 63 Lm) - 10%	490	-	-	521	-	-	-	589	-	-	-	665	-	-	-	751
Maintain / repair flashings	445	-	-	473	-	-	-	534	-	-	-	604	-	-	-	682
Maintain / repair metal roof (total: 389 m2) - 10%	3,049	-	-	-	-	-	-	3,662	-	-	-	-	-	-	-	-
Maintain / repair roof skylights	535	-	552	-	-	-	-	643	-	-	-	-	749	-	-	-
Sub Total (Incl. GST)		**0**	**552**	**994**	**0**	**0**	**0**	**6,104**	**0**	**0**	**0**	**1,269**	**749**	**0**	**0**	**1,433**

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
3. Access for work at heights																
Scaffolding for work at heights	5,000	-	-	-	5,480	-	-	-	-	-	-	-	6,995	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**5,480**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6,995**	**0**	**0**	**0**
4. Hallways / Stairway																
Repaint ceilings	1,235	-	-	1,313	-	-	-	-	-	-	-	1,676	-	-	-	-
Repaint walls	3,728	-	-	3,963	-	-	-	-	-	-	-	5,059	-	-	-	-
Repaint doors - one side including architraves	733	-	-	779	-	-	-	-	-	-	-	995	-	-	-	-
Repaint service doors - both sides including architraves	331	-	-	352	-	-	-	-	-	-	-	449	-	-	-	-
Maintain / repair floor tiles (total: 58 m2) - 10%	845	-	-	898	-	-	-	-	1,046	-	-	-	-	1,219	-	-
Replace non-slip strips	418	-	-	444	-	-	-	-	-	-	-	567	-	-	-	-
Re-stain and seal timber treads	774	-	-	823	-	-	-	-	-	-	-	1,050	-	-	-	-
Maintain / repair timber treads (total: 16 ea) - 20%	659	-	-	700	-	-	-	-	-	-	-	894	-	-	-	-
Repaint stair stringer	452	-	-	-	-	-	-	-	-	-	-	613	-	-	-	-
Inspect and repair aluminium balustrades (total: 19 Lm) - 10%	594	-	-	-	-	-	-	-	-	-	-	806	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**9,272**	**0**	**0**	**0**	**0**	**1,046**	**0**	**0**	**12,109**	**0**	**1,219**	**0**	**0**
5. Store room area																
Repaint ceilings	149	-	-	158	-	-	-	-	-	-	-	202	-	-	-	-
Repaint walls	469	-	-	499	-	-	-	-	-	-	-	636	-	-	-	-
Repaint doors - one side including architraves	733	-	-	779	-	-	-	-	-	-	-	995	-	-	-	-
Repaint floor - non-slip	188	-	-	200	-	-	-	-	-	-	-	255	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**1,636**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,088**	**0**	**0**	**0**	**0**

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
6. Basement / Car parks																
Maintain concrete surface (total: 224 m2)	550	-	-	-	-	621	-	-	-	-	724	-	-	-	-	843
Repaint line markings	705	-	-	-	-	797	-	-	-	-	-	-	-	-	-	1,081
Replace wheel stops (total: 9 ea)	655	-	-	-	-	-	-	787	-	-	-	-	-	-	-	-
Repaint steel bollards	211	-	-	224	-	-	-	-	-	-	-	286	-	-	-	-
Replace steel bollards (total: 5 ea)	463	-	-	-	-	-	-	-	-	-	-	628	-	-	-	-
Maintain storm water drains - allowance	969	-	999	-	-	1,095	-	-	1,200	-	-	1,315	-	-	1,441	-
Repaint metal car park security doors	1,973	-	-	-	-	-	-	-	-	-	-	-	2,760	-	-	-
Maintain car park security doors	891	-	919	-	976	-	1,038	-	1,103	-	1,173	-	1,247	-	1,325	-
Replace electric gate motors (total: 2 ea)	1,692	-	-	-	-	1,912	-	-	-	-	-	-	-	-	-	2,594
Repaint walls	4,090	-	-	4,348	-	-	-	-	-	-	-	5,550	-	-	-	-
High pressure clean walls and damp coarse treatment	950	-	-	1,010	-	-	-	-	-	-	-	1,289	-	-	-	-
Repaint doors - both sides including architraves	496	-	-	527	-	-	-	-	-	-	-	673	-	-	-	-
Sub Total (Incl. GST)		**0**	**1,918**	**6,109**	**976**	**4,425**	**1,038**	**787**	**2,303**	**0**	**1,897**	**9,741**	**4,007**	**0**	**2,766**	**4,518**
7. External walkways and Landscaping																
Maintain / repair stone aggregate surface (total: 12 m2)	336	-	-	-	-	380	-	-	-	-	442	-	-	-	-	515
Maintain / repair floor tiles (total: 7 m2)	422	-	-	-	-	477	-	-	-	-	555	-	-	-	-	647
Maintain gardens	1,800	-	1,856	-	1,973	-	2,097	-	2,229	-	2,369	-	2,518	-	2,677	-
Maintain / repair irrigation system	429	-	442	-	470	-	500	-	531	-	565	-	600	-	638	-
Sub Total (Incl. GST)		**0**	**2,298**	**0**	**2,443**	**857**	**2,597**	**0**	**2,760**	**0**	**3,931**	**0**	**3,118**	**0**	**3,315**	**1,162**
8. Fixtures and Fittings																
Replace letterboxes (total: 8 ea)	557	-	-	-	-	-	-	-	-	711	-	-	-	-	-	-
Maintain common property electricals	1,900	-	1,959	-	2,082	-	2,213	-	2,353	-	2,501	-	2,658	-	2,826	-
Maintain common light fittings	490	-	505	-	537	-	571	-	607	-	645	-	686	-	729	-
Maintain common property plumbing	1,450	-	1,495	-	1,589	-	1,689	-	1,795	-	1,909	-	2,029	-	2,156	-
Replace intercom button pad	701	-	-	-	-	-	-	842	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**3,959**	**0**	**4,208**	**0**	**4,473**	**842**	**4,755**	**711**	**5,055**	**0**	**5,373**	**0**	**5,711**	**0**
9. Fence maintenance																
Repaint picket fence	964	-	-	-	1,056	-	-	-	-	-	-	-	1,349	-	-	-
Repair or replace picket fence (total: 32 m2 – rate 100%)	325	-	-	-	356	-	-	-	-	-	-	-	455	-	-	-
Repair or replace standard paling fence (total: 54 Lm – rate 50%)	493	-	-	-	-	557	-	-	-	-	-	-	-	-	-	756
Repaint rendered columns / walls	534	-	-	-	585	-	-	-	-	-	-	-	747	-	-	-
Repair rendered columns / walls (total: 16 m2 - rate 100%)	472	-	-	-	517	-	-	-	-	-	-	-	660	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**2,514**	**557**	**0**	**0**	**0**	**0**	**0**	**0**	**3,211**	**0**	**0**	**756**

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
10. Fire equipment																
Replace or upgrade fire control panel	7,508	-	-	-	-	-	-	-	-	9,585	-	-	-	-	-	-
Replace fire extinguishers	380	-	-	-	-	-	-	-	-	485	-	-	-	-	-	-
Replace emergency exit light directional cover / diffuser (total: 6 ea)	547	-	-	-	-	618	-	-	-	-	-	-	-	-	-	839
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**618**	**0**	**0**	**0**	**10,070**	**0**	**0**	**0**	**0**	**0**	**839**
Grand Total (Incl. GST)		**0**	**8,727**	**18,011**	**44,359**	**6,457**	**8,108**	**7,733**	**10,864**	**10,781**	**17,464**	**25,207**	**66,492**	**1,219**	**11,792**	**8,708**
Contingency Allowance (Incl. GST)		**0**	**698**	**1,441**	**3,549**	**517**	**649**	**619**	**869**	**862**	**1,397**	**2,017**	**5,319**	**98**	**943**	**697**
Grand Total Expenses (Incl. Contingency Allowance and GST)		**0**	**9,425**	**19,452**	**47,908**	**6,974**	**8,757**	**8,352**	**11,733**	**11,643**	**18,861**	**27,224**	**71,811**	**1,317**	**12,735**	**9,405**

Building Data List from the Property Inspection for Plan of Subdivision OC646937J

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

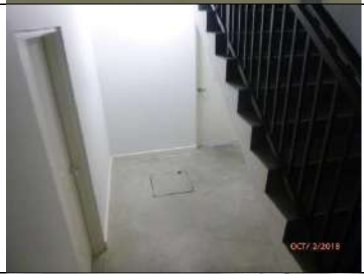
'Items' – identifies and describes the maintenance item
'Qty' – lets you know the total quantity of that item
'Unit' – is the unit rate used to measure the quantity
'Rate' – is the cost of each unit in dollars
'Value' – is the quantity (Qty) multiplied by the Rate ($)
'Next Due' - is the remaining life in years until an item needs money spent on it.
'Total Life' - is the total life the item after it is replaced, repaired or repainted.
'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
1. Building exterior							
Repaint walls	816	m2	23.37	19,070.00	4	8	Ongoing painting program
Repaint ceilings / soffits	41	m2	23.37	958.00	4	8	Ongoing painting program
Repaint eaves	88	Lm	23.37	2,057.00	4	8	Ongoing painting program
Repaint Colorbond fascia	88	Lm	21.30	1,874.00	12	16	Ongoing painting program
Repaint Colorbond guttering	29	Lm	21.30	618.00	12	16	Ongoing painting program
Inspect and repair guttering (total: 29 Lm) - 20%	6	Lm	43.71	262.00	4	8	Inspect and repair as required
Repaint Colorbond downpipes	96	Lm	21.30	2,045.00	12	16	Ongoing painting program
Inspect and repair downpipes (total: 96 Lm) - 15%	14	Lm	36.81	515.00	4	8	Inspect and repair as required
Repaint lintel bars	10	Lm	21.30	213.00	4	8	Ongoing painting program
Maintain / repair aluminium windows / doors	1	Item	5,000.00	5,000.00	10	16	Replace seals, mechanism repairs
Repaint metal handrails / balustrades	25	Lm	90.37	2,259.00	4	8	Ongoing painting program
Inspect and repair handrails / balustrades (total: 33 Lm) - 10%	3	Lm	296.77	890.00	4	8	Repair as required
2. Roof							
Maintain / repair aluminium rainheads (total: 8 ea)	2	Lm	281.69	563.00	7	16	Maintain / repair as required
Maintain / repair box gutters (total: 63 Lm) - 10%	6	Lm	81.69	490.00	3	4	Maintain / repair as required
Maintain / repair flashings	1	Item	445.07	445.00	3	4	Maintain / repair as required
Maintain / repair metal roof (total: 389 m2) - 10%	39	m2	78.17	3,049.00	7	16	Maintain / repair as required
Maintain / repair roof skylights	2	Ea	267.72	535.00	2	5	Maintain / repair as required
3. Access for work at heights							
Scaffolding for work at heights	1	Item	5,000.00	5,000.00	4	8	Quotation required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
4. Hallways / Stairway							
Repaint ceilings	58	m2	21.30	1,235.00	3	8	Ongoing painting program
Repaint walls	175	m2	21.30	3,728.00	3	8	Ongoing painting program
Repaint doors - one side including architraves	8	Ea	91.58	733.00	3	8	Ongoing painting program
Repaint service doors - both sides including architraves	2	Ea	165.30	331.00	3	8	Ongoing painting program
Maintain / repair floor tiles (total: 58 m2) - 10%	6	m2	140.75	845.00	3	5	Maintain / repair as required
Replace non-slip strips	16	Lm	26.13	418.00	3	8	Replace as required
Re-stain and seal timber treads	16	m2	48.39	774.00	3	8	Re-stain and seal as required
Maintain / repair timber treads (total: 16 ea) - 20%	3	m2	219.64	659.00	3	8	Maintain / repair as required
Repaint stair stringer	5	Lm	90.37	452.00	11	16	Ongoing painting program
Inspect and repair aluminium balustrades (total: 19 Lm) - 10%	2	Lm	296.77	594.00	11	16	Repair as required
5. Store room area							
Repaint ceilings	7	m2	21.30	149.00	3	8	Ongoing painting program
Repaint walls	22	m2	21.30	469.00	3	8	Ongoing painting program
Repaint doors - one side including architraves	8	Ea	91.58	733.00	3	8	Ongoing painting program
Repaint floor - non-slip	7	m2	26.87	188.00	3	8	Ongoing painting program
6. Basement / Car parks							
Maintain concrete surface (total: 224 m2)	1	Item	550.00	550.00	5	5	Ongoing maintenance program
Repaint line markings	64	Lm	11.01	705.00	5	10	Ongoing painting program
Replace wheel stops (total: 9 ea)	3	Ea	218.17	655.00	7	12	Replace as required
Repaint steel bollards	5	Ea	42.23	211.00	3	8	Ongoing painting program
Replace steel bollards (total: 5 ea)	2	Ea	231.38	463.00	11	16	Replace as required
Maintain storm water drains - allowance	1	Item	968.91	969.00	2	3	Ongoing maintenance program
Repaint metal car park security doors	1	Item	1,972.84	1,973.00	12	16	Ongoing painting program
Maintain car park security doors	2	Ea	445.38	891.00	2	2	Ongoing maintenance program - tracks, mechanisms
Replace electric gate motors (total: 2 ea)	1	Ea	1,692.26	1,692.00	5	10	Replace as required
Repaint walls	175	m2	23.37	4,090.00	3	8	Ongoing painting program
High pressure clean walls and damp coarse treatment	1	Item	950.00	950.00	3	8	Ongoing maintenance program
Repaint doors - both sides including architraves	3	Ea	165.30	496.00	3	8	Ongoing painting program
7. External walkways and Landscaping							
Maintain / repair stone aggregate surface (total: 12 m2)	6	m2	55.92	336.00	5	5	Repair as required
Maintain / repair floor tiles (total: 7 m2)	3	m2	140.75	422.00	5	5	Maintain / repair as required
Maintain gardens	1	Item	1,800.00	1,800.00	2	2	Ongoing maintenance program
Maintain / repair irrigation system	1	Item	428.76	429.00	2	2	Repair as required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
8. Fixtures and Fittings							
Replace letterboxes (total: 8 ea)	4	Ea	139.16	557.00	9	15	Replace as required
Maintain common property electricals	1	Item	1,900.00	1,900.00	2	2	Ongoing maintenance program - substratum wiring
Maintain common light fittings	1	Item	490.00	490.00	2	2	Ongoing maintenance allowance
Maintain common property plumbing	1	Item	1,450.00	1,450.00	2	2	Ongoing maintenance program - substratum pipes, sewer, storm water
Replace intercom button pad	1	Ea	701.19	701.00	7	12	Replace as required
9. Fence maintenance							
Repaint picket fence	32	m2	30.13	964.00	4	8	Ongoing painting program
Repair or replace picket fence (total: 32 m2 – rate 100%)	3	Lm	108.49	325.00	4	8	Repair or replace as required
Repair or replace standard paling fence (total: 54 Lm – rate 50%)	11	Lm	44.81	493.00	5	10	Repair or replace as required - shared boundary fence
Repaint rendered columns / walls	16	m2	33.37	534.00	4	8	Ongoing painting program
Repair rendered columns / walls (total: 16 m2 - rate 100%)	2	m2	235.86	472.00	4	8	Repair as required
10. Fire equipment							
Replace or upgrade fire control panel	1	Item	7,507.88	7,508.00	9	15	Replace as required
Replace fire extinguishers	2	Ea	190.15	380.00	9	15	Replace as required
Replace emergency exit light directional cover / diffuser (total: 6 ea)	1	Item	547.35	547.00	5	10	Replace as required

BUILDING PHOTOS

Item Group	Photo
Building exterior	   
Roof	
Hallways / stairway	   
Store room area	

Basement / car parks	 
External walkways and landscaping	
Fence maintenance	

Inspector's Report for Plan of Subdivision OC646937J

1. Actual painting quotations can vary to our painting cost estimates due to colour selection changes (i.e.: changing from light to dark or dark to light that may require multiple coats). Often over product specification that includes either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.

2. We have recommended that the balance of the Sinking Fund be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.

3. IMPORTANT NOTES ABOUT PAINTING: Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

   High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

   Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

4. The maintenance of fences between properties is regulated under the Fences Act 1968, which states that neighbours have equal responsibility for dividing fences. As such, we have applied a fifty percent rate to all maintenance work on these fences in this report.

5. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash; however the Owners Corporation should take care to abide by water-use restrictions when doing so.

6. The powder coated surfaces throughout the property have a lengthy maintenance-free period when new. After this period these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will need to be prepared for painting, and that most paints will require an additive to ensure a high quality finish.

7. Monies were budgeted for the maintenance and replacement of window parts on the complex.

8. Money allocated for scaffold can be used for other access equipment eg. boomlift, cherrypicker.

9. The metal roof and flashings needs regular maintenance.

10. Money was allocated to the maintenance of driveway / car park entry gates and the replacement of electric gate motors over time.

11. A walkway maintenance program was included for repairs and maintenance to the external common area walkways and stairways.

12. An allowance for plumbing and drainage maintenance was included for the complex.

13. Monies were budgeted for the maintenance of the common area gardens, landscaping and tree pruning.

14. Maintenance of fire equipment was included in this report.

15. Based on our assessment of the maintenance needs of the property, we believe that the levies currently being paid by the owners are inadequate to meet the forecast liabilities of the Maintenance Fund. As such, we have recommended that the levies be increased gradually over the next four years and then subsequently decreased. We recommend that this report be updated no less than every three years to ensure that it captures market variations and any changes in the building itself.

Report Notes

Maintenance Fund Plan (VIC)

This forecast satisfies the current requirements of Division 3 of the Owners Corporation Act 2006 (Vic), as required for prescribed Owners Corporation under Section 5 of the Owners Corporation Regulations 2007 (Vic). Relevantly, the Act states:-

Division 3—Maintenance Plan
36. Maintenance plan
(1) A prescribed Owners Corporation must prepare a maintenance plan for the property for which it is responsible.
(2) An Owners Corporation (other than a prescribed Owners Corporation) may prepare a maintenance plan for the property for which it is responsible.
37. What must a maintenance plan contain?
(1) The maintenance plan must set out—
(a) the major capital items anticipated to require repair and replacement within the next 10 years; and
(b) the present condition or state of repair of those items; and
(c) when those items or components of those items will need to be repaired or replaced; and
(d) the estimated cost of the repair and replacement of those items or components; and
(e) the expected life of those items or components once repaired or replaced; and
(f) any other prescribed information.
(2) In this section— "major capital item" includes—
(a) a lift; or
(b) an air conditioning plant; or
(c) a heating plant; or
(d) an item of a prescribed class.
38. When does a maintenance plan have effect?
(1) A maintenance plan does not have effect unless it is approved by the Owners Corporation.
(2) In approving a maintenance plan, an Owners Corporation may set conditions for the payment of money out of the maintenance fund.
Division 4—Maintenance Fund
40. Establishment of maintenance fund
An Owners Corporation that has an approved maintenance plan must establish a maintenance fund in the name of the Owners Corporation.
41. What is the maintenance fund for?
The maintenance fund of an Owners Corporation must be used for the implementation of the maintenance plan of the Owners Corporation.
42. Payments into maintenance fund
If an Owners Corporation has established a maintenance fund, the following must be paid into that fund—
(a) any part of the annual fees that is designated as being for the purpose of the maintenance plan;
(b) any amounts received under an insurance policy in respect of the damage or destruction of property covered by the maintenance plan;
(c) any interest earned on the investment of the money in the fund;
(d) any amounts of a prescribed kind;
(e) any amounts of a kind determined by the Owners Corporation.
43. Payments from maintenance fund
Subject to any conditions specified in the regulations and an ordinary resolution at a general meeting of the Owners Corporation, money may be paid out of the maintenance fund at any time in accordance with the approved maintenance plan.

***Present state of repair of items* -**The present state of repair of an item is considered when determining its remaining life, however it is not the only consideration. Many items degrade in a non-uniform fashion, wearing more rapidly towards the end of their life, so items which appear to be in a good state of repair may be substantially through their lifespan. As such, we draw upon industry experience and information regarding expected lifespan of items when estimating replacement schedules, but modify our estimates based upon our visual inspection. From our report, for individual items scheduled for replacement, the following guidelines are used:

Proportion of Expected Lifespan Remaining	Present State of Repair
Greater than two-thirds	As-new or Good
Greater than one-third	Fair
Less than one-third	Showing signs of wear and tear
Requires immediate replacement	Poor

For example, an item is scheduled for replacement in five years, and has a ten year expected lifespan. This means that the item is half-way through its lifespan, and is considered to be in fair condition. If the item appeared to be in good condition, its replacement schedule may be lengthened beyond its expected lifespan.

Items which are highly durable in nature and currently in a good state of repair have an indefinite expected lifespan, but will require ongoing maintenance and/or repairs payable from the Maintenance Fund to maintain this state of repair. These items have been assigned Ongoing Maintenance/Repair Programs, which are an allowance for funds to accrue over time to cover the cost of maintenance and/or repairs, and there is no necessary correlation between the timeframes used and the present state of repair of the item.

***Figures used and updates* -** The figures used in the forecast are typical for this type of building and normal usage. The Owners Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

***Contingency* -** A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

***Interest, Taxation and Inflation* -** The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

***Administration Budget* -** Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

***Frequency of Levy Payments* -** The Maintenance Fund Levies recommended in this report are shown as annual and quarterly contributions. If contributions are made on a different frequency, such as half yearly, the annual levy should be divided between the payment periods set by the Owners Corporation so that, in any given year, the total contribution by the Owners equals the total annual levy recommended in this report.

***Safety* -** The inspection does not cover safety issues.

***Lifts* -** Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Owners Corporation Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Owners Corporation Committee/Representative.

***Items with Indefinite Lives* -** There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Owners Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

***Improvements* -** The Owners Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

***Defects* -** No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. This report summarises only defects observed during our inspection and is not a structural report.

***Ongoing Maintenance Programs* -** The lives of some items can vary considerably, especially with issues such as:

Usage -
Accidental damage to floor tiles, which may or may not be still available or in stock.
Fences can be maintained and replaced gradually or all at once.
Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
Concrete driveways that have been cracked but are still perfectly sound and serviceable.
Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Owners Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term future.

Updates **-** The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

DWH AITKEN & ASSOCIATES PTY LTD

Issued April 2023 OUR REFERENCE 4785]

Project

Report on Damp Ingress to Garage and Store Room at 17 Station Street BLACKBURN Vic 3130

client

OC PS6469375
C/O Iconic Strata Management

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Our reference no 4785
Date April 2023

PROJECT:

Report on Damp Ingress to Garage and Store Room at
17 Station Street
BLACKBURN Vic 3130

Prepared for

OC PS6469375
C/O
Iconic Strata
Management

Revision History

Doc	Rev	Date	Purpose	Prepared By	Reviewed by
1		1/04/23	Client issue	GA	SM

INDEX

1.0 Executive Summary

At the request of Justin Elliot, Owners Corporation Manager, Iconic Strata, our office inspected the garage and store room within existing residential apartment complex at 17 Station Street Blackburn where damp ingress has been reported.

The purpose of our inspection was to determine the cause of the damp, advise if conditions may deteriorate and offer remedial action where possible.

The existing garage and store room is located at the rear of the property and under the residential apartments. It is a partial basement due to the slope of the land, however garage floor is at the street level of south side laneway.

The garage wall on the north boundary is constructed of concrete block and displays signs of damp at the lower level of the wall which reflects the ground retained on the neighbouring property at 15 Station Street.

The adjoining property is a sloping site with a garden bed and driveway along the south boundary abutting the north garage boundary wall of subject site. The garden bed is approximately 800mm wide. The concrete driveway against the garden bed drains away from the boundary wall down to the east.

Our inspection of the garage wall from 15 Station Street found the external face rendered down to just above the finished ground level of 15 Station Street. Face concrete blockwork was evident just above the garden bed in the area where the wall is retaining. This wall should include a waterproof membrane (tanking) where it is below ground level retaining soil. This is needed to prevent moisture ingress through the retaining wall. There is no evidence of a waterproof membrane in this location. We expect this is the likely cause of the water ingress and damp evident on the internal face of the garage wall.

The store room is adjacent to the garage however set back from the northern boundary and abuts a pathway and steps leading down to the garage. At the time of inspection, we were unable to access the individual store room units as they were locked. We understand evidence of damp has been reported within these units. Regardless of lack of access, we were able to investigate the external conditions adjoining the store rooms. The path and steps which abut the store room are partially retaining the pathway steps. It is evident there is poor drainage in this area with water stained walls and green moss growing along the steps abutting the store room wall. The surface drain at the base of the stairs at garage slab level was blocked(tree litter and debris). The external door to the garage is rotted out at the base indicating storm water build up over time. Considering these issues, it is likely there is a break in the water proof render where storm water has pooled over time. In addition, considering the lack of waterproof membrane on the garage wall, it is likely there is no water proofing on the wall retaining the steps.

1.1 Inspection

Our inspection was conducted on Tuesday 28th March 2023 by Mary S Danko registered professional Engineer MIE CPEng and Grant J Aitken, registered building practitioner Building Surveyor (RBP BS-U 1084), Building Inspector (IN-U 1070), DP AD 256, Member AIBS, HIA, Design Matters.

At the time of inspection the weather was overcast and we experienced light precipitation. This report is based on our visual inspection of readily accessible areas only. We have not inspected and EXCLUDE enclosed areas, inaccessible roof spaces. No construction set of plans was provided. Some plans of existing conditions provided.

1.2 Site and Description

The existing residential apartment complex was constructed around 2011 and is approximately 12 yeas old. It is located on the corner of Station Street and a small laneway which runs along the south side of the property providing vehicular access to the garage. It building is considered three storeys including ground level/part basement carpark with store rooms at the same level. There are 8 x residential sole occupancy apartments in total.

The ground level slopes from Station Street frontage (west) down to the rear (east). The garage and store room is located at the lower level at the rear of the property and is built along the north boundary and south boundary (laneway).

The adjoining property at 15 Station Street contains a recently completed residential apartment complex with driveway and garden which abuts the subject site north boundary. The finished ground level slopes from front down to rear at the back appears to be natural ground level and no evidence of ground level build up.

The documents you provided include part of the architectural building permit drawings of 17 Station Street. These confirm the garage slab was constructed lower than the finished ground level at 15 Station Street and part of the garage wall is retaining 15 Station Street - (refer to Fig 1.)

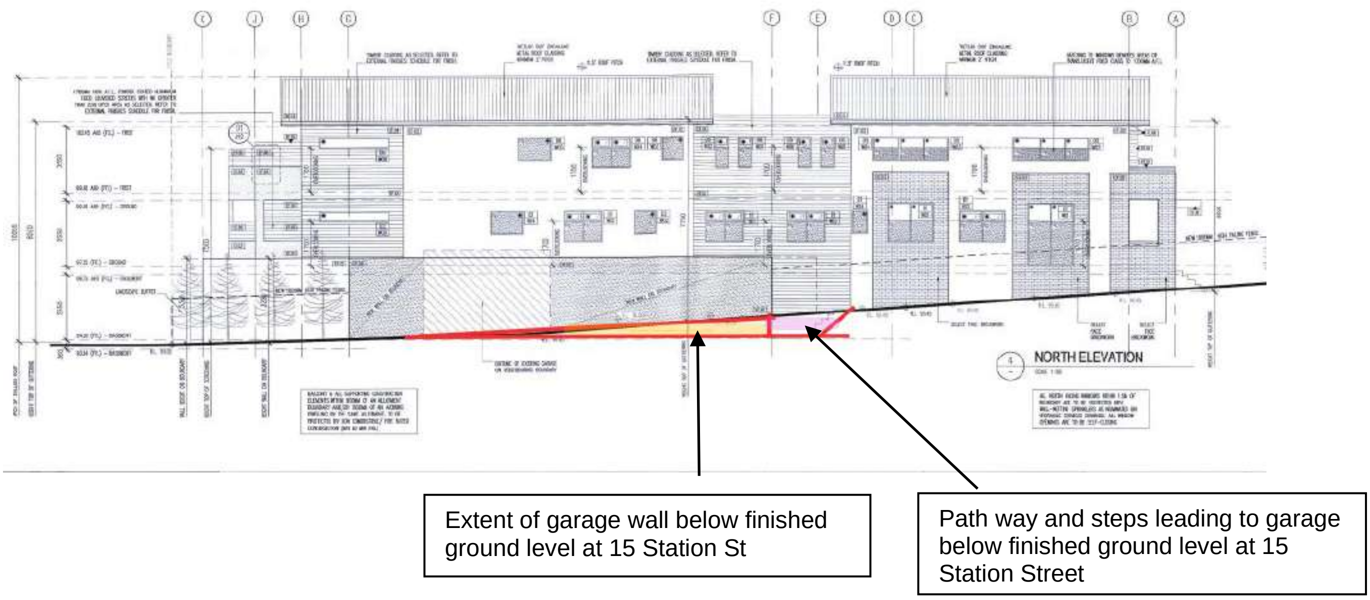


Fig 1 - North Elevation (adjoining 15 Station St)

1.3 Site Observations – Existing Condition

The following tables lists observations we recorded during our inspection. Item numbers correspond with photos in Appendix A.

TABLE 1.3 A – INSPECTION OBSERVATIONS AND COMMENT

During our inspection we recorded the following;

Item no	Location	Observation	Comments
	General		
1.	Floor plan	Fire service plan used to identify location of damps	
2.	Garage wall internal (north side)	Evidence of moisture ingress (damp staining) on internal face	The damp area is below the finished ground level of adjoining property at 15 Station Street
3.	Garage wall external (north side)	Acrylic render finish to wall stops at ground level. Extent of wall retaining shown.	Location of retaining reflects staining Photo 1. Lightweight corbel feature at top of wall fixed to blockwork weather affected and poor condition
4.	Garage wall external (north side) – garden bed at 215 Station st	Ground against block wall retaining car park	Acrylic render stops at ground level. Face of concrete block visible below ground line. No evidence of waterproof membrane below ground line. Blockwork vertical joints rendered over but not sealed at ground level.
5.	Garage wall external (north side) – garden bed at 15 Station st	Ground against block wall retaining car park	Acrylic render stops at ground level. Face of concrete block visible below ground line. No evidence of waterproof membrane below ground line.
6.	Garage wall external (north side) – garden bed at 15 Station st	Ground against block wall retaining car park	Acrylic render stops at ground level. Face of concrete block visible below ground line. No evidence of waterproof membrane below ground line. Block face appears moist.
7.	Garage wall external (north side) – garden bed at 15 Station st	East end of wall where garage floor is level with adjoining 215 Station.	Face concrete block clearly visible below render. No tanking evident where block below ground level. Note boundary paling fence east end poor condition leaning into 517 Station St.
8.	Garage Wall external (north side)	Lightweight corbel fixed to block wall - evidence of moisture ingress and dilapidated condition.	Corbel joint cracked, moss growing indicating poor seal to wall
9.	Garage Wall external (north side)	Lightweight corbel fixed to block wall – mid length of wall - evidence of moisture ingress and dilapidated condition.	Corbel joint cracked, moss growing indicating poor seal to wall, corbel dilapidated condition. Block wall parapet above has minor crack. Moss growing evidence of water ingress.
10.	Garage Wall external (north side)	Blockwork vertical control joint rendered over, moss growing	Vertical control joint should be filled with flexible fire rated caulk. Appears solid. Moss indicates water ingress.
11.	Garage Wall external (north side)	Blockwork vertical control joint rendered over, moss growing	Joint in render not continuous. Exposed block at base indicates joint not sealed
12.	Garage wall internal	Dark areas indicate moisture ingress	Predominate location is block wall below ground level of adjoining property
13.	Garage wall internal	Dark areas indicate moisture ingress	Some other areas indicating damp ingress, possibly at parapet or joint
14.	Garage wall external West end – sideway path	Pathway leading to garage. Steps bounding store room	Evidence of poor storm water drainage. Moss on steps against wall, drain blocked, door rotted.

15.	Base of path and steps west end garage	Out side door to garage, drain blocked by tree litter, moss against wall	Moss growing indicates continuous build up of moisture in this location, likely poor drainage
16.	Base of path and steps west end garage	External door rotted at base, moss against wall, tree litter	Pavement not draining adequately, evidence of long term storm water damage due to poor drainage.
17.	North west corner garage external	Stained wall , part garage wall retaining on west end	Indicative of poor storm drainage over long term, garage wall retaining – no evidence of water proofing this corner.
18.	North west steps to garage	Steps water stained and moss growing	Indicative of poor storm drainage over long term, store room wall retaining – no evidence of water proofing
19.	North west steps to garage	Steps water stained and moss growing	Indicative of poor storm drainage over long term, store room wall retaining – no evidence of water proofing
20.	North west steps to garage	Steps water stained and moss growing	Indicative of poor storm drainage over long term, store room wall retaining – no evidence of water proofing, drain blocked with tree litter
21.	Garage wall internal north east – set back from boundary	Water staining near top of wall	Possible water ingress at parapet level
22.	Garage wall internal north east – set back from boundary	Step in parapet wall, evidence moisture trapped at step, no joint in wall at step, minor cracking in blockwork	Moss growing indicates moisture trapped over long term. Possible moisture ingress reflects location Photo 21 internally
23.	Garage wall external - north east side set back from boundary	Vertical joint not continuous above parapet, joint does not appear flexible, minor cracking	Vertical joint should be installed ground to top continuous and caulked, note paling fence poor condition leaning in, overgrown grass down sideway
24.	East wall of garage – north side	Block wall joint near corner not continuous, ceases below parapet, minor cracks	Minor cracking where joint ceases, joint rendered over,
25.	Garage floor slab joint	Evidence of moisture ingress along joint	Joint appears damp near north side wall – indicates lack of waterproof taking north side.
26.	Rear garage east end	Other observation - Excessive build up of bird excrement	Health hazard should be cleaned regularly
27.	Middle garage door	External garage door does not close to ground	Potential security issue, require maintenance.

1.4 Discussion

Based on our visual inspection, we consider moisture ingress on the internal face of the garage north wall is due to lack of necessary waterproof tanking along the boundary. The exposed and untreated face of the blockwork at the base of the existing rendered wall provides pathway for any moisture from the adjoining garden to migrate from the adjoining garden bed. This is of particular concern where the wall is retaining and the garage floor below the finished garden level of 15 Station St. This wall should have been adequately and continuously waterproofed from footing up to ground level of 15 Station street when originally built.

There is no evidence of an existing waterproof system having deteriorated or removed during recent construction at 15 Station street. There is no evidence the adjoining ground level has been altered. Conceivably, there may have been and aggi drain originally installed at the base of the wall and perhaps was damaged or removed during construction at 15 Station Street, however this is a broad assumption. If there was an aggi drain removed at the base of the wall, then this would have worsened conditions.

The development next door may have included some disturbance of ground and watering of new garden bed may have increased water build up at the boundary. Regardless, the retaining wall and boundary of 17 Station Street should have been waterproofed to prevent water ingress.

It is likely the garage wall was always subject to some damp ingress over time and may have become more noticeable following recent development next door.

Other factors include the external block wall vertical joint at ground level which is not filled and would allow moisture ingress.

There are other areas within the garage that show sign of damp migration, including the west end wall near the door to side path. This wall is damp stained and also retaining and likely not waterproofed similar to the north boundary wall.

Some efflorescence (surface salts) are also evident in on the internal face at ceiling level along the length of the north wall including where it is set back from the boundary. This may be due to water ingress externally at the parapet flashing and/or at the vertical joints in the walls. The lightweight feature band at the top of the wall does not appear to be sealed adequately and trapping storm water. This may be allowing moisture to migrate through the wall at this location.

It is also evident that blockwork joints were never adequately installed and adequately caulked which points to potentially poor workmanship during construction.

The damp evident in the store room is likely due to poor drainage and continuous build up of storm water over time. Moss growing on the path and steps against the stair wall indicates long term water build up. It is unclear if the wall retaining at steps is adequately waterproofed.

1.5 Recommendations

Based on our observations, we recommend the following actions;

- Obtain a full copy of original construction drawings including architectural and structural details and specification to assess original waterproofing requirements of north boundary and adjacent store room. This may further clarify above assumptions. These documents should be lodged with local council.

Option 1 –External Damp Repair North Wall

- Install a water proof tanking barrier along external north face wall from 15 Station Street. Lap with render to provide continuous barrier. (note access permission from OC of 15 Station Street is required to undertake these works).
- Identify location of boundary and if possible install a new aggi pipe within title boundary and drain within 17 Station street. Note title boundary must be confirmed as pipe cannot be installed in 15 Station Street boundary.

Considering these works require access into 15 Station Street and will be invasive, then alternative may be as follows;

Option 2 – Alternative Negative Damp Repair North Wall

- Negative waterproof tanking of the internal face of the garage and store room walls. This can be installed from within 17 Station Street. Engage suitably qualified water proofer to install a water proof system on the internal face of the garage and store room walls. Note there is varying evidence on the long term success of these systems. Further research is recommended before making final selection.

In addition to either option above we recommend works include;

- Adequately seal all external and internal vertical block joints with flexible fireproof caulking.
- Replace dilapidated feature band north face. Seal and render.
- Check all roof flashings and replace/seal as required.
- Repair minor cracks and repaint walls with weathershield paint to maintain weather tightness.
- Check all existing stormwater drains are clear and free draining
- External path and steps near store room to be cleaned. Adjacent drains unblocked and cleaned. Seal between pavement and wall. Regular maintenance of drain required.
- Replace rotted timber door to garage. Replace with solid core waterproof door adequately painted and sealed.
- Clean pavement and wall adjacent to west end garage. Seal pavement to wall.

Other actions recommended based on our observations (not part of original brief)

- Clean excessive bird excrement from garage on regular basis and or consider bird proofing treatments.
- Repair security garage door to close
- Regular building maintenance including overgrown grass north boundary and repair dilapidated boundary fence.

1.6 Conclusion

Considering our observations and recommendations, it is advisable to prepare a remedial works specification with details of required actions which can be then issued to appropriately qualified builders to quote and use as a work directive. We can assist further with this if required.

Some remedial works may be best implemented with a building permit to guarantee works are compliant.

We consider the damp condition will worsen if left untreated. Staining will likely increase and may migrate further with moisture ingress causing further efflorescence when wetting and drying occurs. There is no immediate structural threat to the strength of the wall however long term moisture ingress and wetting and drying affect will cause further minor cracking.

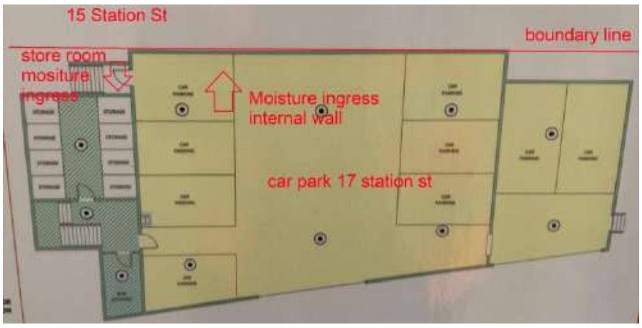
Should further information or clarification is needed, please contact the undersigned.

If you require clarification, or we can be of further assistance, please contact us.

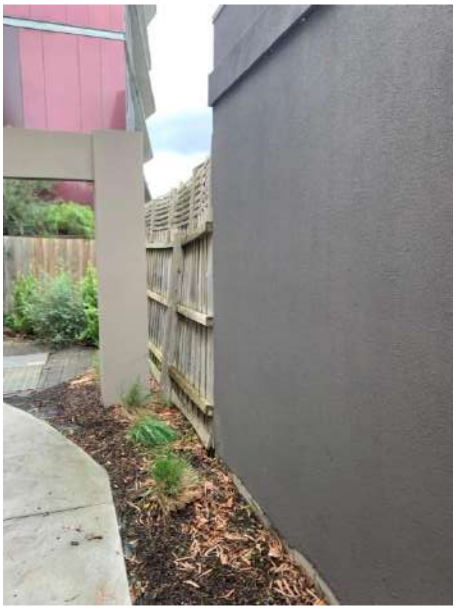
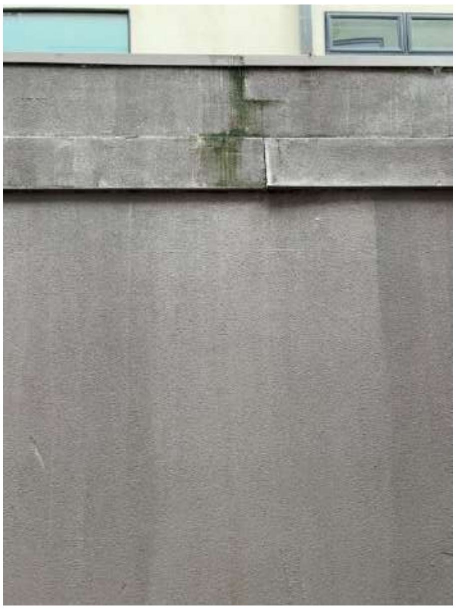
Prepared by

Grant J Aitken MAIBS
Director
RBP BS-U 1084
RBPINS-U107

APPENDIX A - PHOTOS

<table>
<tr><th>Photographs</th><th>Observation</th></tr>
<tr><td rowspan="2">
</td><td>Photograph 1</td></tr>
<tr><td>Observation:
Part Plan 17 Station Street.</td></tr>
<tr><td rowspan="2"></td><td>Photograph 2</td></tr>
<tr><td>Observation:
Evidence of moisture ingress internal face carpark 17 Station Street north wall.</td></tr>
<tr><td rowspan="2">
</td><td>Photograph 3</td></tr>
<tr><td>Observation:
South Boundary 15 Station Street - External face carpark.</td></tr>
</table>

	Photograph 4 Observation: Ground against car park from 15 Station Street.
	Photograph 5 Observation: Ground against car park 15 Station Street.
	Photograph 6 Observation: Ground against car park 15 Station Street - No waterproof tanking evident.

	Photograph 7 Observation: Ground against wall 15 Station Street.
	Photograph 8 Observation: External face car park wall defective wall feature not sealed.
	Photograph 9 Observation: External wall carpark wall - defective wall feature and evidence water ingress.

	Photograph 10 Observation: Blockwall movement joint - appears solid fill not flexible - moisture ingress.
	Photograph 11 Observation: External face of carpark wall.
	Photograph 12 Observation: Internal carpak wall.

	Photograph 13 Observation: Internal wall carpark.
	Photograph 14 Observation: External path leading to carpark.
	Photograph 15 Observation: Drain path outside carpark north west.

	Photograph 16 Observation: Carpark door rotted - evidence poor drainage.
	Photograph 17 Observation: Path leading to carpark evidence poor drainage.
	Photograph 18 Observation: Path leading to carpark - wall against store room evidence poor drainage.

	Photograph 19 Observation: Steps against store room evidence poor drainage.
	Photograph 20 Observation: Poor drainage base of stairs against store room.
	Photograph 21 Observation: Carpark wall north east end set in from boundary.

Photograph 22:

Observation:
External face north eath wall set back from boundary evidence moisture ingress.

Photograph 23

Observation:
External wall north side set back.

Photograph 24

Observation:
North east corner rera property wall joint not continuous – crack.

	Photograph 25 Observation: Carpark slab - joint indicates moisture ingress - joint not adequately sealed.
	Photograph 26 Observation: Excessive bird excrement health hazard.
	Photograph 27 Observation: Security gate not closed to ground.

Due Diligence Checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting **consumer.vic.gov.au/duediligencechecklist**.

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or

the buildings on it?
All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?
The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety
Is the building safe to live in?
Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits
Have any buildings or retaining walls on the property been altered, or do you plan to alter them?
There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights
Do you know your rights when buying a property?
The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights