

Contract of Sale of Land

Property:

**Unit G01, 115 Burwood Highway, Burwood East
VIC 3151**

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: JG:20251771

Contract of Sale of Land

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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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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/...../2025

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/...../2025

Print names(s) of person(s) signing: Rajeshwar Ghanshyamray Mehta and Tarana Rajeshwar Mehta

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale	5
Special Conditions.....	7
General Conditions.....	8
1. ELECTRONIC SIGNATURE.....	8
2. LIABILITY OF SIGNATORY	8
3. GUARANTEE.....	8
4. NOMINEE	8
5. ENCUMBRANCES	8
6. VENDOR WARRANTIES	8
7. IDENTITY OF THE LAND.....	9
8. SERVICES.....	9
9. CONSENTS	9
10. TRANSFER & DUTY	9
11. RELEASE OF SECURITY INTEREST	9
12. BUILDER WARRANTY INSURANCE	10
13. GENERAL LAW LAND	10
14. DEPOSIT	11
15. DEPOSIT BOND.....	11
16. BANK GUARANTEE.....	12
17. SETTLEMENT	12
18. ELECTRONIC SETTLEMENT	12
19. GST.....	13
20. LOAN	14
21. BUILDING REPORT	14
22. PEST REPORT.....	14
23. ADJUSTMENTS	14
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	14
25. GST WITHHOLDING	15
26. TIME & CO OPERATION	16
27. SERVICE	17
28. NOTICES	17
29. INSPECTION	17
30. TERMS CONTRACT	17
31. LOSS OR DAMAGE BEFORE SETTLEMENT	17
32. BREACH	18
33. INTEREST	18
34. DEFAULT NOTICE.....	18
35. DEFAULT NOT REMEDIED.....	18

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Blackburn
Address: 98 South Parade, Blackburn VIC 3130
Email: anthony.molinaro@obrienrealestate.com.au
Tel: 03 9894 2044 Mob: 0411 061 796 Fax: Ref: Anthony Molinaro

Vendor

Name: Rajeshwar Ghanshyamray Mehta and Tarana Rajeshwar Mehta
Address:
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: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20251771

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 12211 Folio 978	1	PS 832593D

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 G01, 115 Burwood Highway, Burwood East VIC 3151

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****Lease** (general condition 5.1)

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

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

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

OR

- ☐ a residential tenancy for a fixed term ending on / /20.....

OR

- ☒ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

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.*



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

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

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

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:	Rajeshwar Ghanshyamray Mehta and Tarana Rajeshwar Mehta
Property:	Unit G01, 115 Burwood Highway, Burwood East VIC 3151



VENDORS REPRESENTATIVE

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

Email: info@victorianstatewide.com.au

Ref: JG:20251771

32A FINANCIAL MATTERS

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

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$ 5900.00 per annum

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

. Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

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 - Schedule 2

Planning Overlay/s: DCPO - Development Contributions Plan Overlay - Schedule 1

DDO - Design And Development Overlay - Schedule 11

SLO - Significant Landscape Overlay - Schedule 9

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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 documents concerning Title:

1. Register Search Statement Volume 12211 Folio 978
2. Plan of Subdivision 832593D
3. Owners corporation search report

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Rajeshwar Ghanshyamray Mehta and Tarana Rajeshwar Mehta

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

□ / □ / 20 □

Name of the Purchaser

--

Signature/s of the Purchaser

x

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*.

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

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

VOLUME 12211 FOLIO 978

Security no : 124127496041A

Produced 26/08/2025 04:32 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 832593D.

PARENT TITLES :

Volume 08640 Folio 624 to Volume 08640 Folio 625

Created by instrument PS832593D 18/05/2020

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 20 equal undivided shares

Sole Proprietor

TARANA RAJESHWAR MEHTA of 21 DUNBARRIM AVENUE CAIRNLEA VIC 3023

As to 19 of a total of 20 equal undivided shares

Sole Proprietor

RAJESHWAR GHANSHYAMRAY MEHTA of 21 DUNBARRIM AVENUE CAIRNLEA VIC 3023

AT298446E 01/06/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT298447C 01/06/2020

WESTPAC BANKING CORPORATION

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 PS832593D 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 115 BURWOOD HIGHWAY BURWOOD EAST VIC 3151

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 01/06/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS832593D

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	PS832593D
Number of Pages (excluding this cover sheet)	9
Document Assembled	26/08/2025 16:33

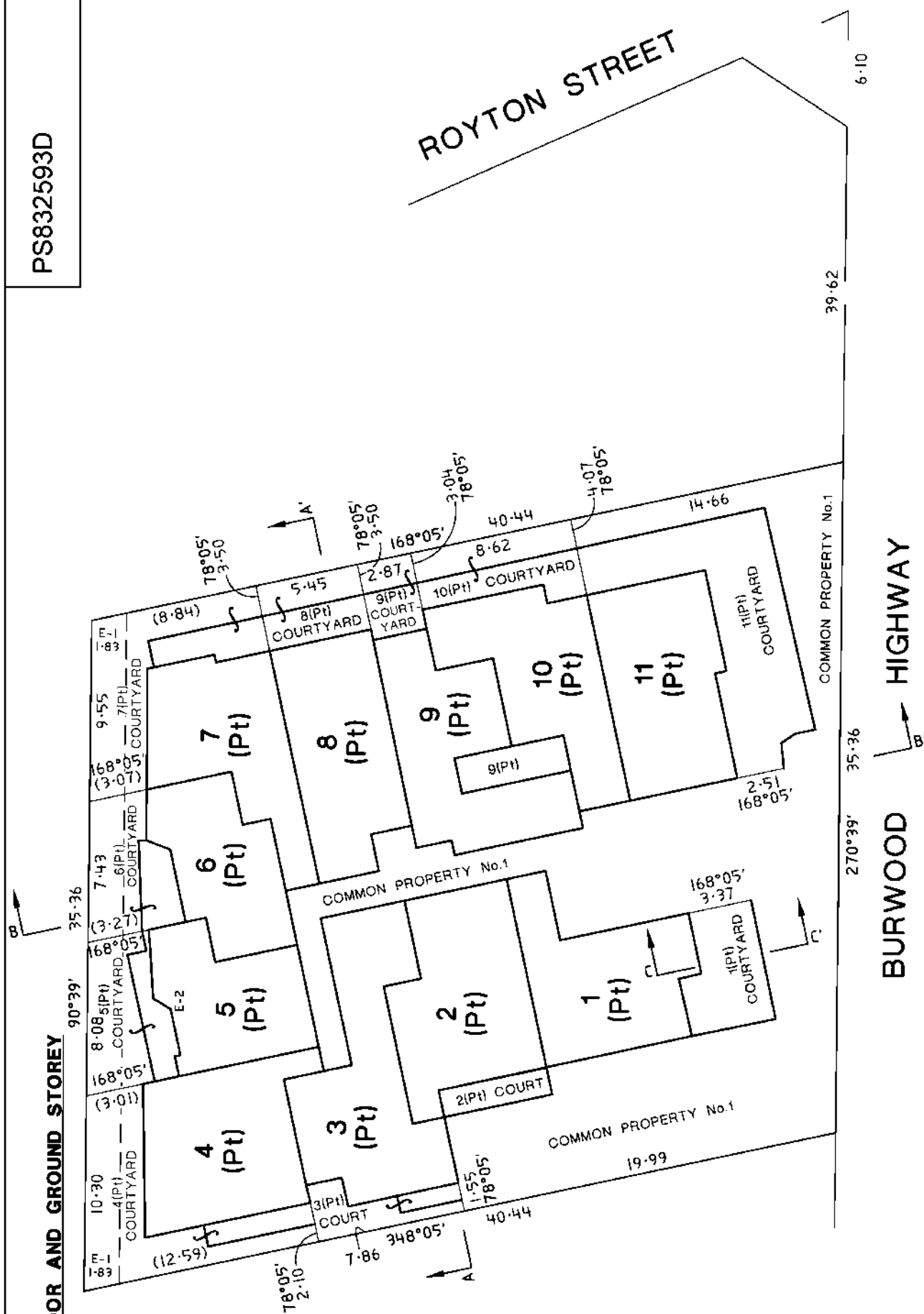
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© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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PLAN OF SUBDIVISION			EDITION 1	PS832593D
LOCATION OF LAND PARISH: NUNAWADING TOWNSHIP: ----- SECTION: 98 & 99 (PARTS) CROWN ALLOTMENT: ----- CROWN PORTION ----- TITLE REFERENCE VOL 8460 FOL 624 VOL 8640 FOL 625 LAST PLAN REFERENCE LOTS 3 & 4 ON LP 74134 POSTAL ADDRESS: 115-117 BURWOOD HIGHWAY, BURWOOD EAST 3151 MGA 94 E 336 520 ZONE: 55 CO-ORDINATES N 5 809 100			Council Name: Whitehorse City Council Council Reference Number: CRT/7185 Planning Permit Reference: WH/2019/639 SPEAR Reference Number: S143151V Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Karen Mealyea for Whitehorse City Council on 16/12/2019 Statement of Compliance issued: 05/05/2020	
VESTING OF ROADS AND/OR RESERVE			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDING :- INTERIOR FACE : ALL BOUNDARIES COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES. ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. THIS PLAN INVOLVES A CAR STACKING MECHANISM. * Limited to height and depth - see CROSS SECTION. The carriageway easement E-2 and E-3 are for the purpose of ingress and egress of the vehicle stacking mechanism only. Vehicle stacking mechanisms must always return to the uppermost position to ensure the said lot owners (upper levels of stacker) vehicle vacates the easement and lot below. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY This plan is based on survey. STAGING This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent mark No(s) In Proclaimed Survey Area No. Area of Site: 1396m ² No. of Lots: 29				
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
E-1	DRAINAGE & SEWERAGE	1.83	LP 74134	LOTS ON LP 74134
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2	* CARRIAGEWAY	SEE DIA	THIS PLAN	LOT 5 ON THIS PLAN
E-3	* CARRIAGEWAY	SEE DIA	THIS PLAN	LOT 6 ON THIS PLAN
 JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Mareondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcaVic.com.au www.jcaVic.com.au		REF. 22145 VERSION 06 Digitally signed by: Anthony Peter Ralph, Licensed Surveyor, Surveyor's Plan Version (06), 26/11/2019, SPEAR Ref: S143151V		ORIGINAL SHEET SIZE A3 PLAN REGISTERED TIME: 1.52 Pm DATE: 18/05/20 M.H Assistant Registrar of Titles

PS832593D



APPROXIMATE TRUE NORTH

JCA Land Consultants
 THE SUBDIVISION SPECIALISTS
 Surveying Engineering Town Planning
 10000 Highway 10, Suite 100, Austin, Texas 78758
 Phone: 512/338-8888 Fax: 512/338-8889
 E-mail: jca@jcaconsultants.com
 WWW: www.jcaconsultants.com

SCALE 1:200 0 2 4 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 2
Digitally signed by: Anthony Peter Ralph, Licensed Surveyor, Whitehorse City Council, 16/12/2019, 16:12:2019, SPEAR Ref: S143151V		

DIAGRAM 2

BASEMENT LEVEL

PS832593D

ROYTON STREET

6-10

39-62

168°05' 40-44

HIGHWAY

BURWOOD

270°39' 35-36

SEE SHEET 3
FOR ENLARGEMENT

APPROXIMATE TRUE NORTH

JCA Land Consultants
THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Suite 5, 100 Macquarie Highway, Richmond VIC, Australia 3124
Phone 03 8755 4499 Email jca@jca.com.au www.jca.com.au

REF: 22145

VERSION 06

SCALE 1:200
LENGTHS ARE IN METRES
1 2 3 4 5

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Surveyor's Plan Version (06),
26/11/2019, SPEAR Ref: S143151V

ORIGINAL SHEET SIZE A3
SHEET 3

Digitally signed by: Whitehorse City Council,
16/12/2019,
SPEAR Ref: S143151V

DIAGRAM 3

UPPER BASEMENT LEVEL

PS832593D

ROYTON STREET

6-10

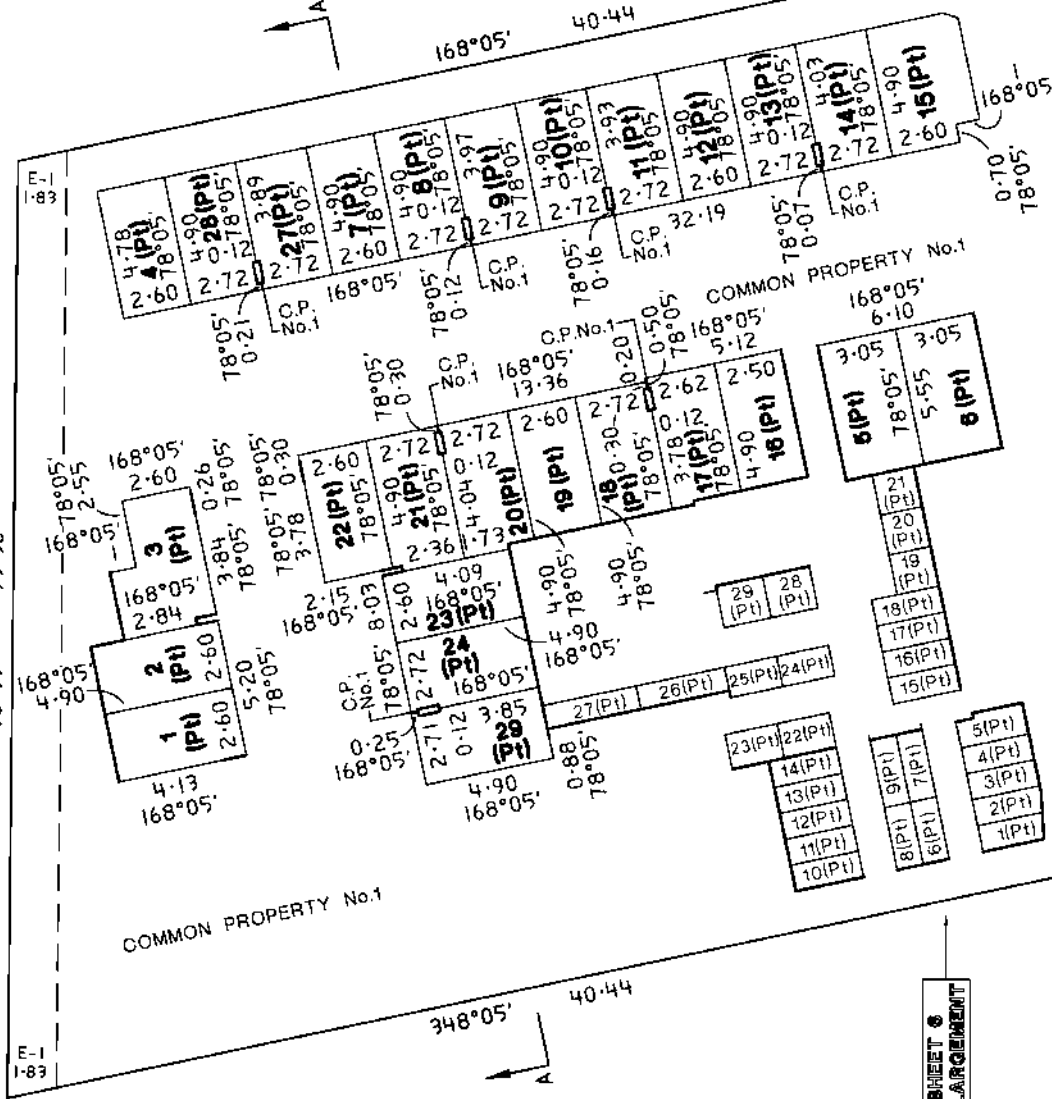
39.62

168°05' 40.44

HIGHWAY

BURWOOD

270°39' 35.36



SEE SHEET 3
FOR ENLARGEMENT

APPROXIMATE TRUE NORTH

JCA Land Consultants
THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Suite 5, 100 Macquarie Highway, Richmond VIC, Australia 3124
Phone 03 8755 4499 Email jac@jca.com.au www.jca.com.au

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VERSION 06

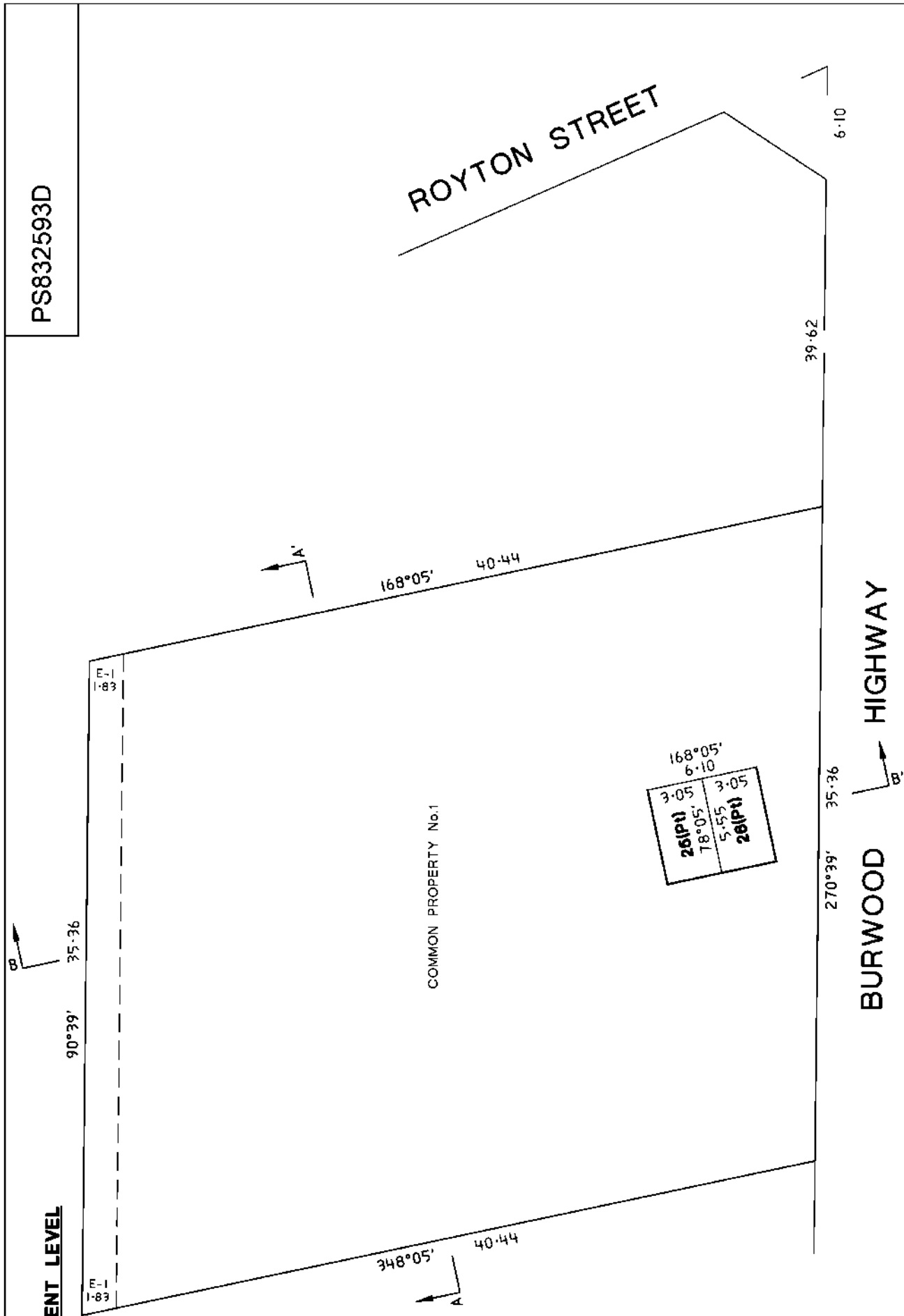
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Surveyor's Plan Version (06),
26/11/2019, SPEAR Ref: S143151V

ORIGINAL SHEET
SIZE A3
SHEET 4

DIAGRAM 4

LOWER BASEMENT LEVEL

PS832593D



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THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Suite 5, 100 Macquarie Highway, Richmond VIC, Australia 3124
Phone 03 8755 4444 Email jca@jca.com.au www.jca.com.au

REF: 22145
VERSION 06

SCALE
1:200

LENGTHS ARE IN METRES
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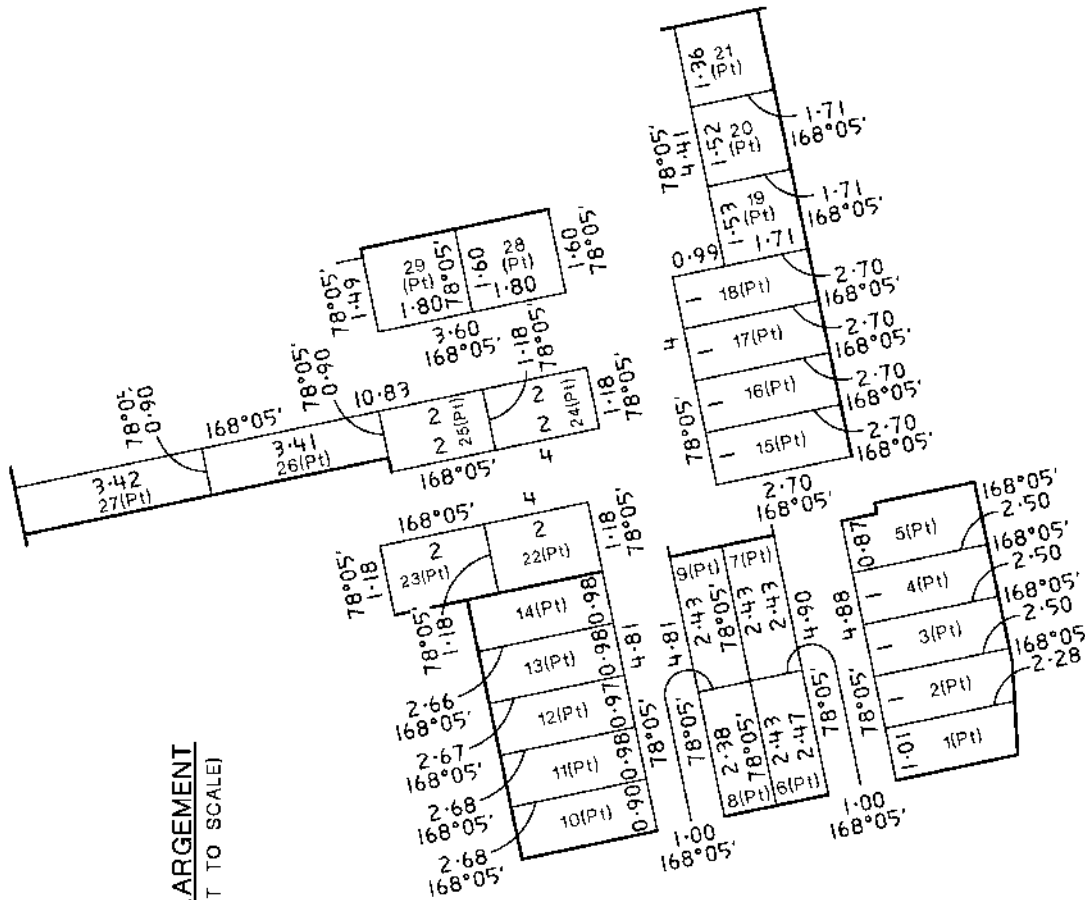
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SIZE A3

SHEET 5

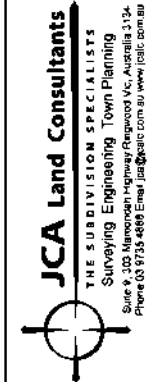
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16/12/2019, SPEAR Ref: S143151V

Digitally signed by: Whitehorse City Council,
16/12/2019, SPEAR Ref: S143151V

PS832593D



ENLARGEMENT
(NOT TO SCALE)



Amended by: Anthony Peter Ralph, Licensed Surveyor 18/05/2020.

REF: 22145
VERSION 06

SCALE
N.T.S.

1 0 2 4
LENGTHS ARE IN METRES

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Surveyor's Plan Version (06),
26/11/2019, SPEAR Ref: S143151V

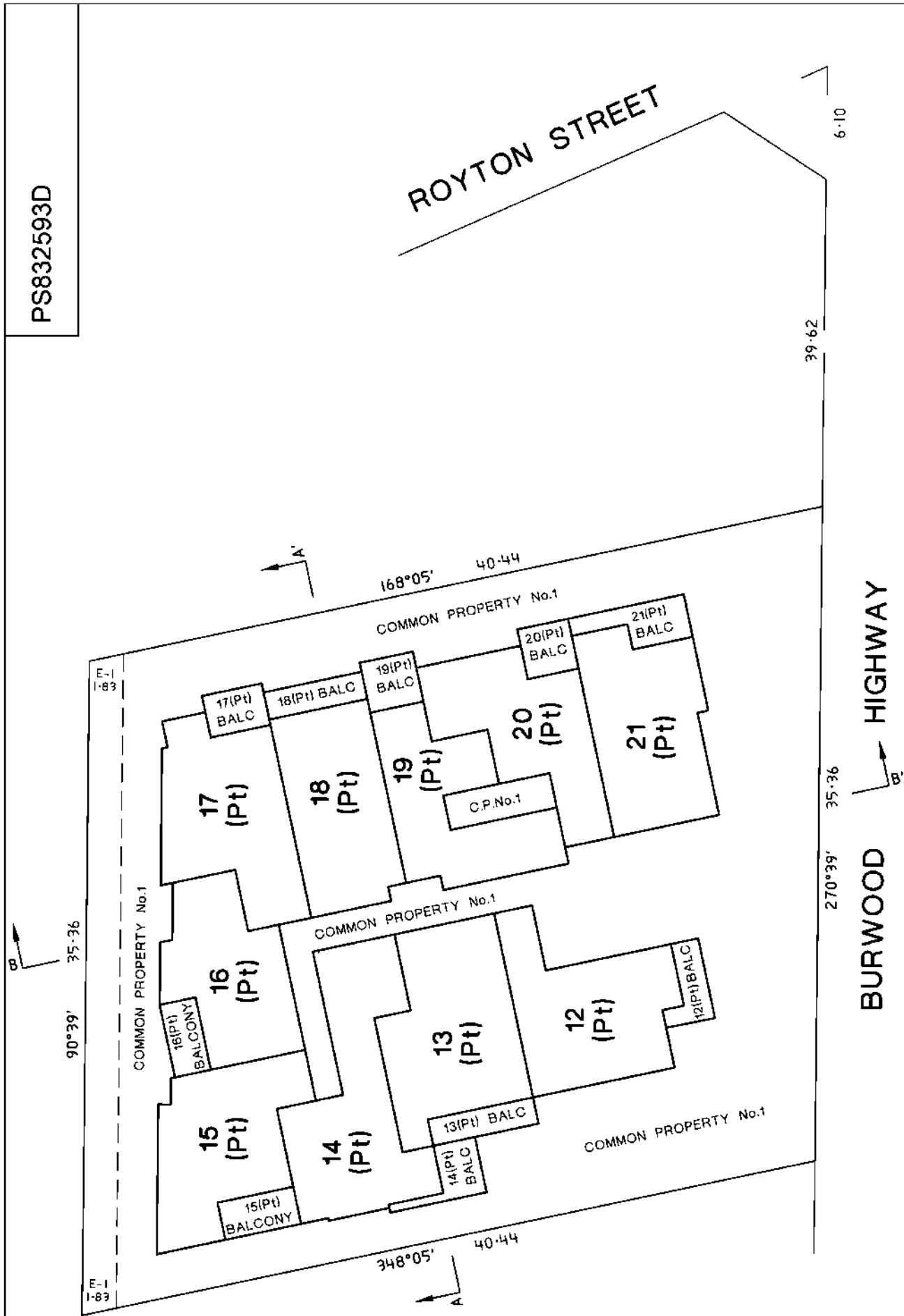
ORIGINAL SHEET
SIZE A3

SHEET 6

Digitally signed by:
Whitehorse City Council,
16/12/2019,
SPEAR Ref: S143151V

DIAGRAM 5
FIRST FLOOR

PS832593D



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THE SUBDIVISION SPECIALISTS
Surveying, Engineering, Town Planning
Suite 5, 120 Macarthur Highway, Ruse VIC, Australia 3124
Phone 03 8755 4888 Email jac@jca.com.au www.jca.com.au

REF: 22145
VERSION 06

SCALE 1:200
LENGTHS ARE IN METRES
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ORIGINAL SHEET SIZE A3
SHEET 7

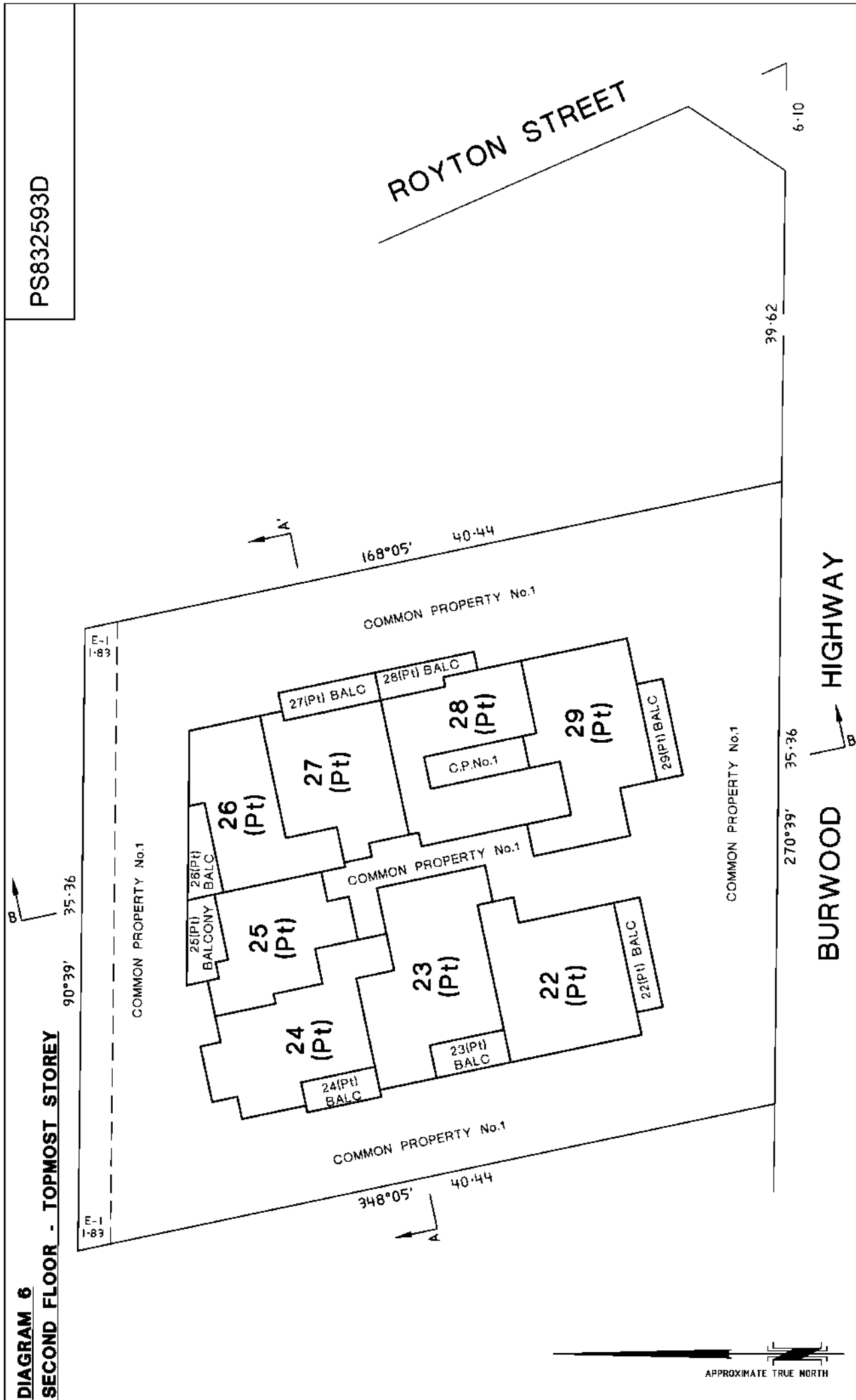
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Digitally signed by: Whitehorse City Council, 16/12/2019, SPEAR Ref: S143151V

Amended by: Anthony Peter Ralph, Licensed Surveyor 18/05/2020.

DIAGRAM 6

SECOND FLOOR - TOPMOST STOREY

PS832593D



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THE SUBDIVISION SPECIALISTS
Surveying, Engineering, Town Planning
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Phone 03 8755 4444 Email jac@jca.com.au www.jca.com.au

REF: 22145
VERSION 06

SCALE 1:200
LENGTHS ARE IN METRES
0 2 4 6

ORIGINAL SHEET SIZE A3
SHEET 8

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Surveyor's Plan Version (06),
16/12/2019, SPEAR Ref: S143151V

Digitally signed by: Whitehorse City Council,
16/12/2019, SPEAR Ref: S143151V



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS832593D

The land in PS832593D is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 29.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

AX145264H 11/08/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC048036J 18/05/2020

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	62	62
Lot 2	70	70
Lot 3	76	76
Lot 4	67	67
Lot 5	49	49
Lot 6	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/08/2025 04:33:49 PM

OWNERS CORPORATION 1
PLAN NO. PS832593D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	60	60
Lot 8	63	63
Lot 9	67	67
Lot 10	64	64
Lot 11	67	67
Lot 12	63	63
Lot 13	70	70
Lot 14	72	72
Lot 15	60	60
Lot 16	54	54
Lot 17	64	64
Lot 18	58	58
Lot 19	56	56
Lot 20	57	57
Lot 21	63	63
Lot 22	61	61
Lot 23	69	69
Lot 24	59	59
Lot 25	44	44
Lot 26	47	47
Lot 27	52	52
Lot 28	64	64
Lot 29	63	63
Total	1770.00	1770.00

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.



WHITEHORSE
CITY COUNCIL

ABN 39 549 568 822

Annual Valuation and Rate Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 August 2025

Total: \$865.10

**Includes arrears due immediately
\$0.00**

Balance: \$865.10

Due 15 February 2026



023-3023 (360)

Mrs T R Mehta and Mr R G Mehta
21 Dunbarrim Avenue
CAIRNLEA VIC 3023

Property Details Assessment Number: 10085915 6

G 1/115 Burwood Highway, BURWOOD EAST VIC 3151
Lot 1 PS 832593

Property Owner(s):

Mrs T R Mehta and Mr R G Mehta

Ward Eley

AVPCC (Property Type)

125.3 - Apartment-(subdivided Multi Storey Development)

Land Use Classification Residential

Property Valuations

Site Value \$75,000

Capital Improved Value (CIV) \$405,000

Net Annual Value \$20,250

Valuations Date 1 January 2025 Operative Date 1 July 2025

Details of Rates, Charges and Levies

Balance Brought Forward	\$0.00
General Rate 0.142489 cents in \$ on \$405,000 CIV	\$577.05
Emergency Services and Volunteers Fund Fixed Charge	\$136.00
ESVF Variable Rate 0.0173 cents in \$ on \$405,000 CIV	\$70.05
Public Waste Service Charge	\$82.00

Or Pay in Four Instalments

\$217.10

Due 30 September 2025

Includes arrears
of \$0.00

\$216.00

Due 30 November 2025

\$216.00

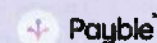
Due 28 February 2026

\$216.00

Due 31 May 2026

Flexible Payments

Scan the QR code
for flexible online
payment options with
SMS reminders or visit
pay.whitehorse.vic.gov.au



Payble™



VISA



Payments and changes received on or after 15 August 2025 may not be
included on this Notice



Receive your Rate Notice by email:
whitehorse.ezybill.com.au

ezyBILL



whitehorse.vic.gov.au



customer.service@whitehorse.vic.gov.au



(03) 9262 6333

26th August 2025

VICTORIAN STATEWIDE CONVEYANCING P/L.
Victorian Statewide Conveyancing

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	115 BURWOOD HIGHWAY BURWOOD EAST 3151
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L. Victorian Statewide Conveyancing
Information Statement	30967456
Conveyancing Account Number	8998494776
Your Reference	20251771

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	G01/115 BURWOOD HIGHWAY BURWOOD EAST 3151
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	G01/115 BURWOOD HIGHWAY BURWOOD EAST 3151
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

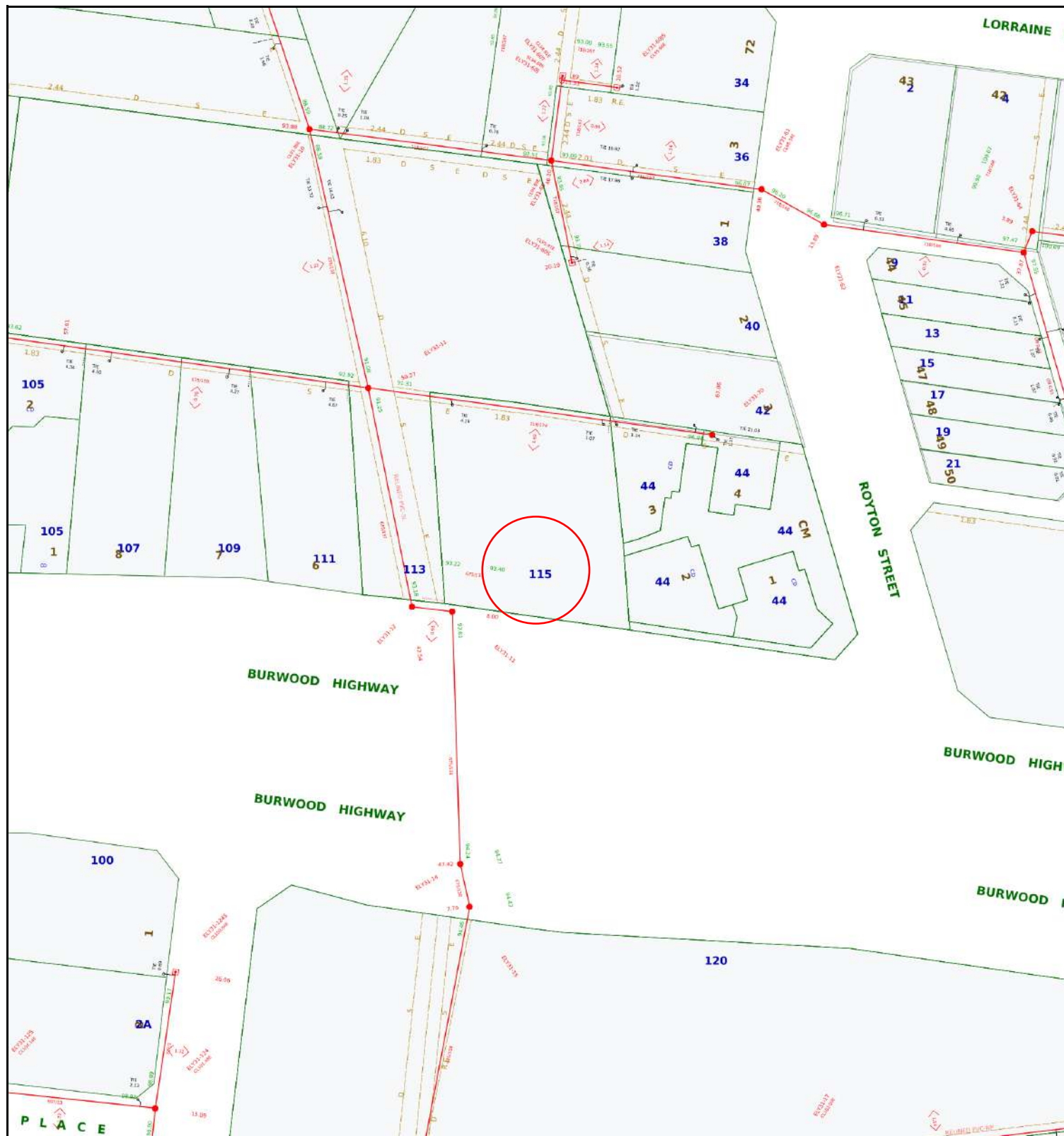
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30967456**

Address	115 BURWOOD HIGHWAY BURWOOD EAST 3151
Date	26/08/2025
Scale	1:1000



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

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
Victorian Statewide Conveyancing
JO@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 1454437642
Rate Certificate No: 30967456

Date of Issue: 26/08/2025
Your Ref: 20251771

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT G01/115 BURWOOD HWY, BURWOOD EAST VIC 3151	1\PS832593	5147789	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$0.00
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$0.00
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been 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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5147789

Address: UNIT G01/115 BURWOOD HWY, BURWOOD EAST VIC 3151

Water Information Statement Number: 30967456

HOW TO PAY



Bill Code: 314567
Ref: 14544376425

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

16th December 2019

Bhargav Desai
Desai Developers Pty Ltd
care of
admin@isproperty.com.au

Dear Bhargav Desai,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	430806
Property Address	115-117 BURWOOD HIGHWAY BURWOOD EAST 3151 117 BURWOOD HIGHWAY BURWOOD EAST 3151
Service Location ID	1243686 1243687

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

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

Build Over Condition Summary *
Basement cannot build over the sewer main and 1m horizontal clearance is required
Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking can build over the sewer main and 600mm horizontal and vertical clearance is required
Brick Fences and Retaining Walls including any interlocking block walls - brick fence and retaining walls - cannot build over the sewer main and 1m horizontal clearance is required - retaining walls - a maximum 1m additional fill is allowed over the sewer main and a minimum 600mm cover must be maintained - cannot build over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over the sewer main and 750mm vertical clearance is required • can build over maintenance structures and cover levels must match new surface levels
Excavation & Landscaping • can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m • cannot be undertaken over the sewer main and 1m horizontal and 600mm vertical clearance is required, maximum fill over the sewer main is 1m • cannot be undertaken over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required • cannot be undertaken over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required
Any Above Ground Water Tanks (Must be Lightweight and maximum capacity of 5,000 Litres) • can build over the sewer main and 600mm vertical clearance is required

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

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

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

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any brick fences and retaining walls, including any interlocking block walls, in the vicinity of a maintenance hole, the following apply:

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

For any excavation and landscaping for a residential property in the vicinity of a maintenance hole, the following apply:

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

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

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

For any lightweight garages, carports and sheds greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure can be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Pad footings/foundations are permitted.
4. Driven Piles are not permitted.
5. Where Pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure
6. Any structure over the Yarra Valley Water sewer asset must not exceed 8m in length.

For structures which are required to traverse the sewer main, the foundations crossing the sewer main must maintain a minimum 600 mm vertical clearance, unless demountable.

7. A concrete floor is to be of non-structural infill slab only, as, if required to be removed, it would not affect the integrity of the structure.
8. 24 hour unobstructed access is required.
9. Maximum width allowed for eaves is 600 mm.
10. Height Clearance is required, unless demountable. Height clearance is taken to be height of the walls.
11. A structurally independent roof must be provided when attached to another structure. Engineering plans must be submitted showing the independence of the roof.

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

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

5. Driven piles are not permitted.

For any above ground water tanks (must be lightweight and maximum capacity of 5,000 litres) in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' for this structure.
2. A minimum 600 mm vertical clearance over the sewer main is to be maintained
3. Must be supported on the existing ground or plan concrete only
4. Tanks are to be movable, i.e. constructed of prefabricated and lightweight material.
5. The Owner will be responsible for emptying and refilling of the water tank. This must comply with the current water restrictions in place.

For any brick fences and retaining walls including any interlocking block walls in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. You are required to maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main or to the outside edge of the easement (whichever is greater)
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. The maximum fill allowed over the sewer main is 1.0 m
6. A minimum 600 mm vertical clearance is to be maintained over the property connection branch
7. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

For any excavation and landscaping for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. You are required to maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main or to the outside edge of the easement (whichever is greater)
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maximum fill allowed over sewer main is 1.0 m

7. A minimum vertical cover of 600 mm over the sewer main is required.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main by the works

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

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.
Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

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

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

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

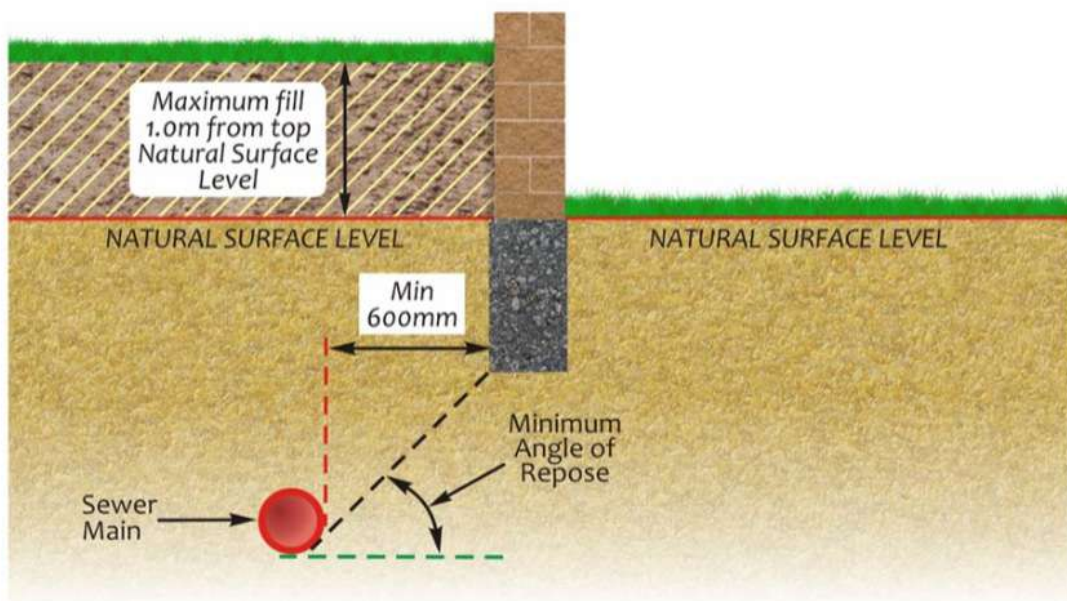
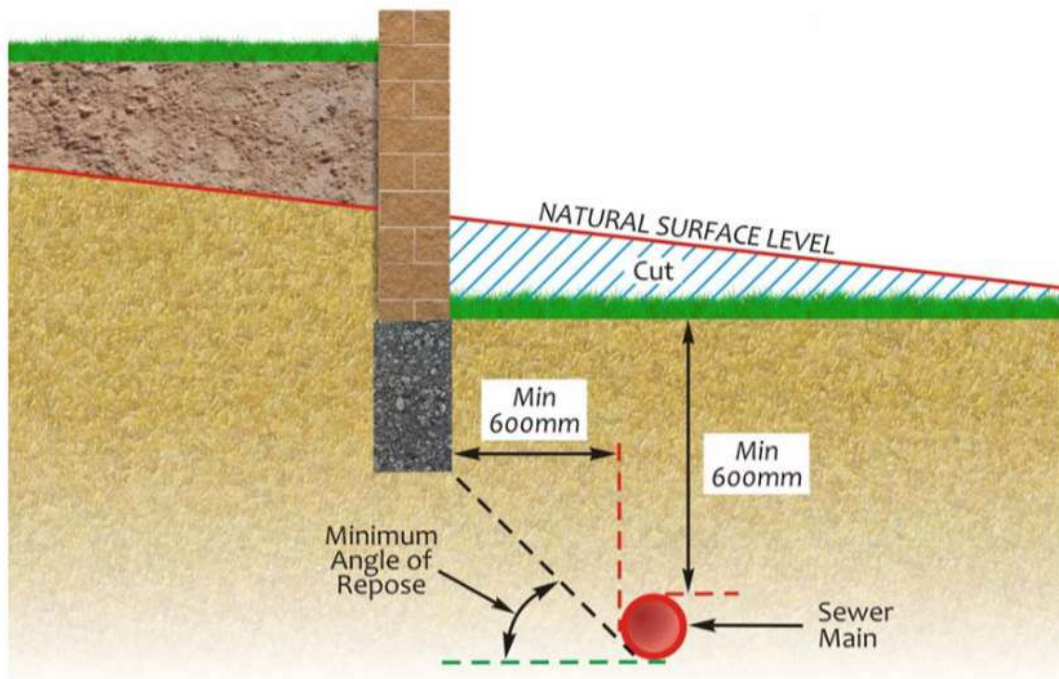
1. Refer to attached plan 'I' or 'J' for this structure.

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

EXCAVATION - LANDSCAPING

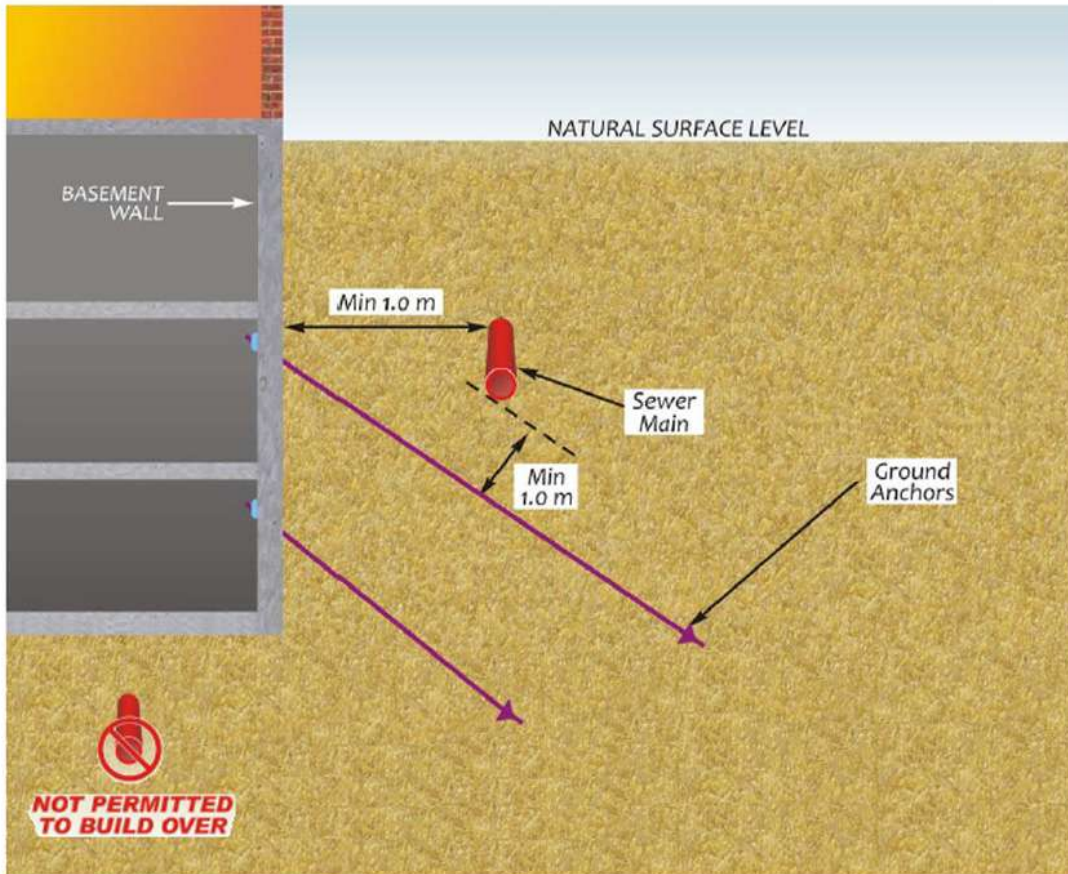
EXCAVATION - CUT & FILL

ADJACENT TO SEWER



BASEMENT & GROUND ANCHORS

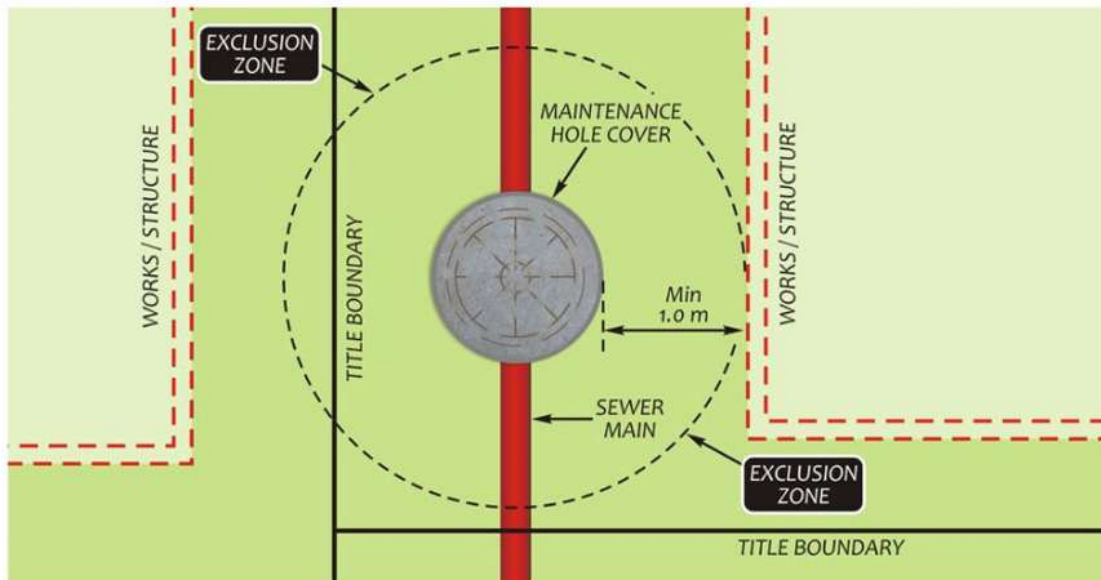
BASEMENT & GROUND ANCHORS



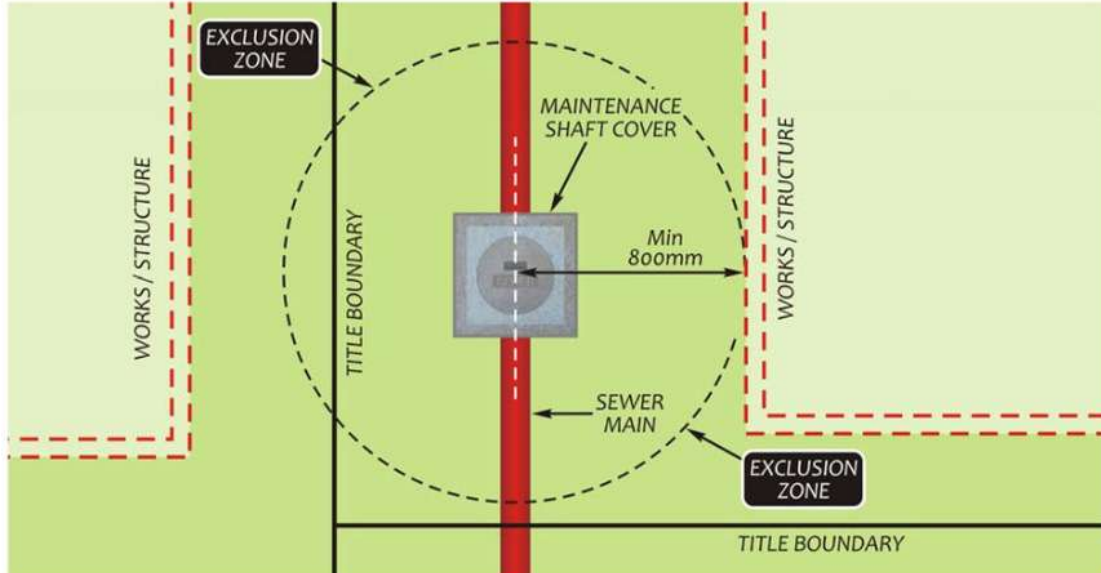
NOTE: Plans must show actual minimum clearances at all points that the sewer is crossed by ground anchors.

MAINTENANCE STRUCTURES

MAINTENANCE HOLE

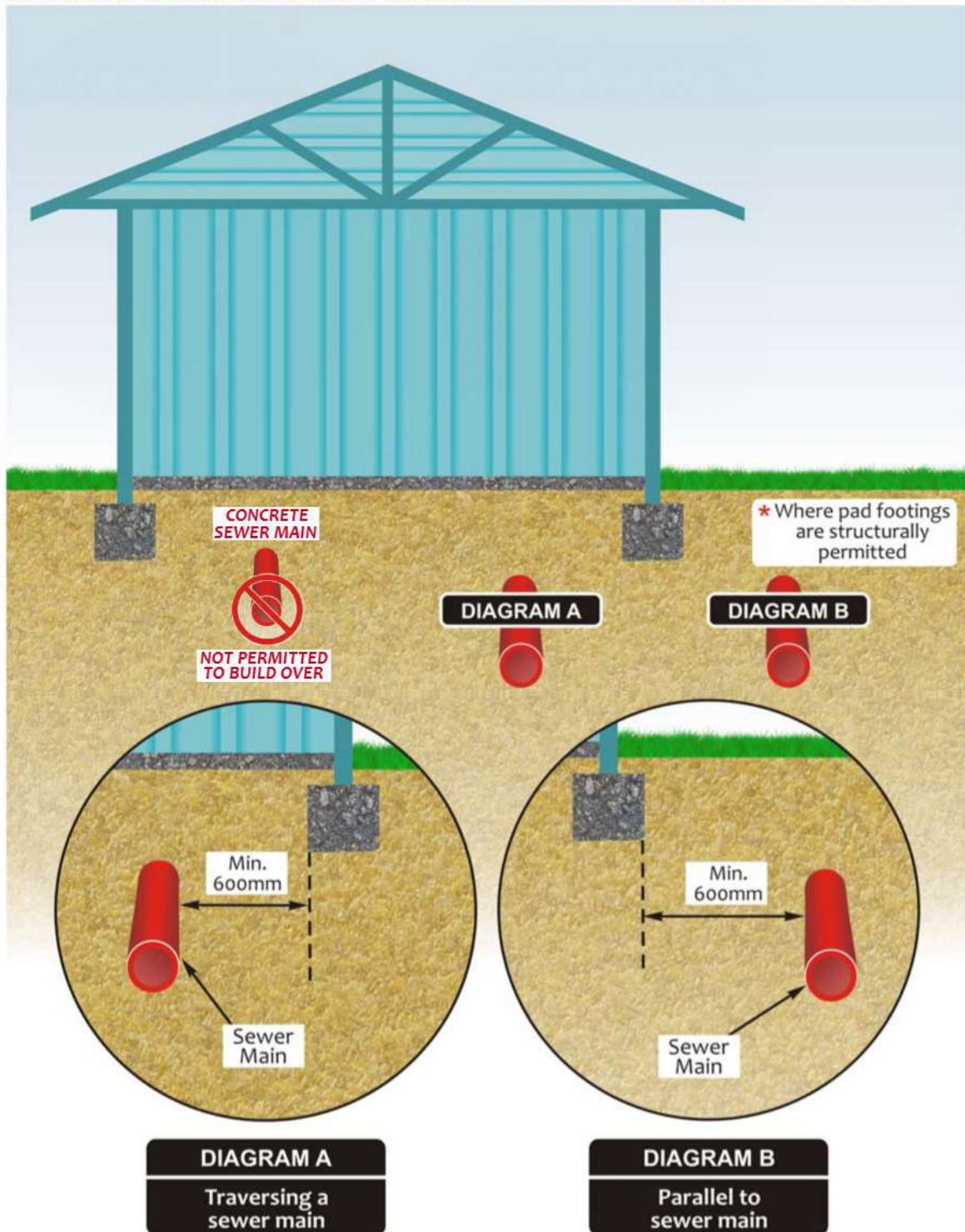


MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT



GARAGES, CARPORTS AND SHEDS FOR SEWER MAINS LESS THAN 3.5 METRES DEEP AND CONCRETE SEWER MAINS

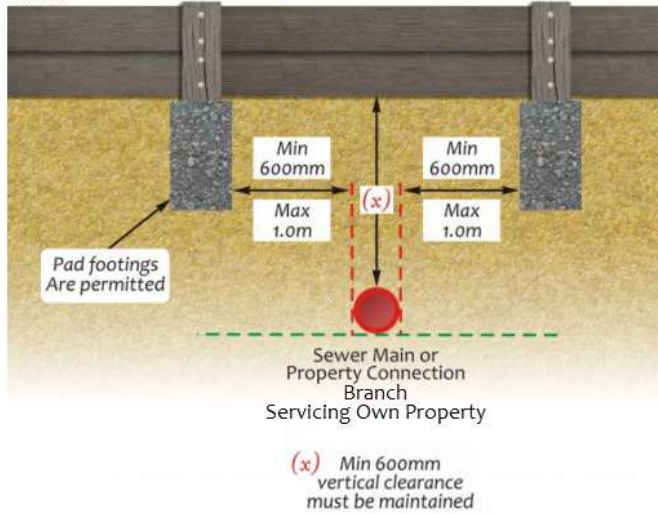
ONLY APPLICABLE WHERE PAD FOOTINGS ARE STRUCTURALLY PERMITTED



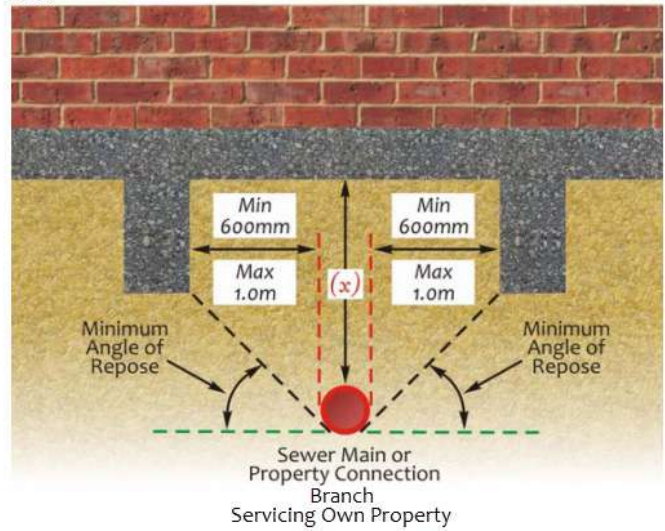
RETAINING WALLS

RETAINING WALLS

TIMBER

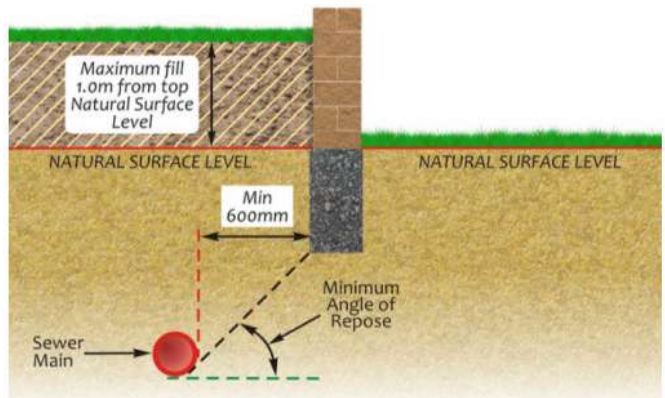
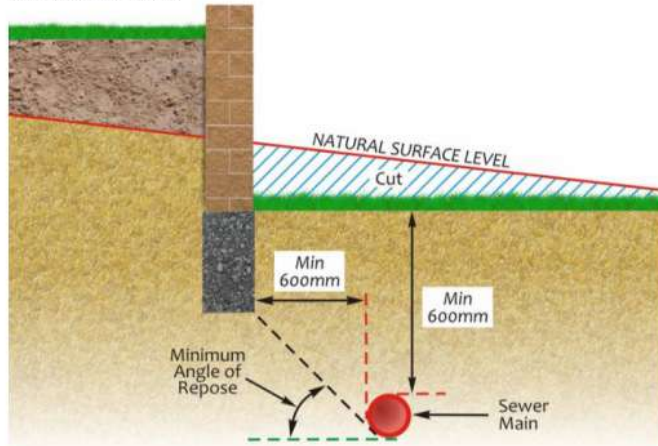


BRICK



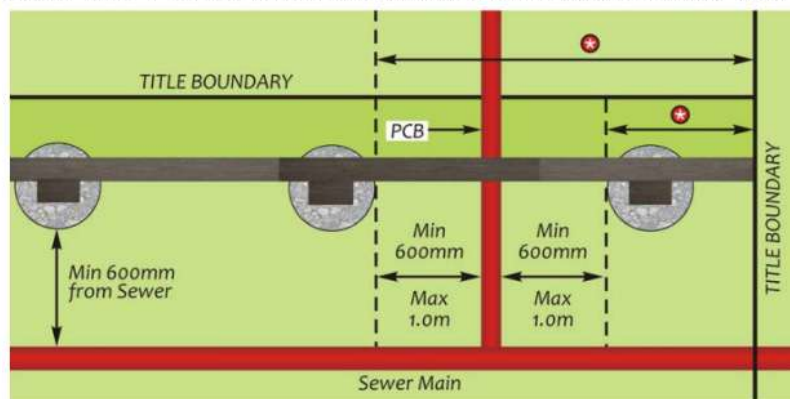
EXCAVATION - CUT & FILL

ADJACENT TO SEWER



RETAINING WALLS - TIMBER OR BRICK

PROPERTY CONNECTION BRANCH SERVICING OWN PROPERTY

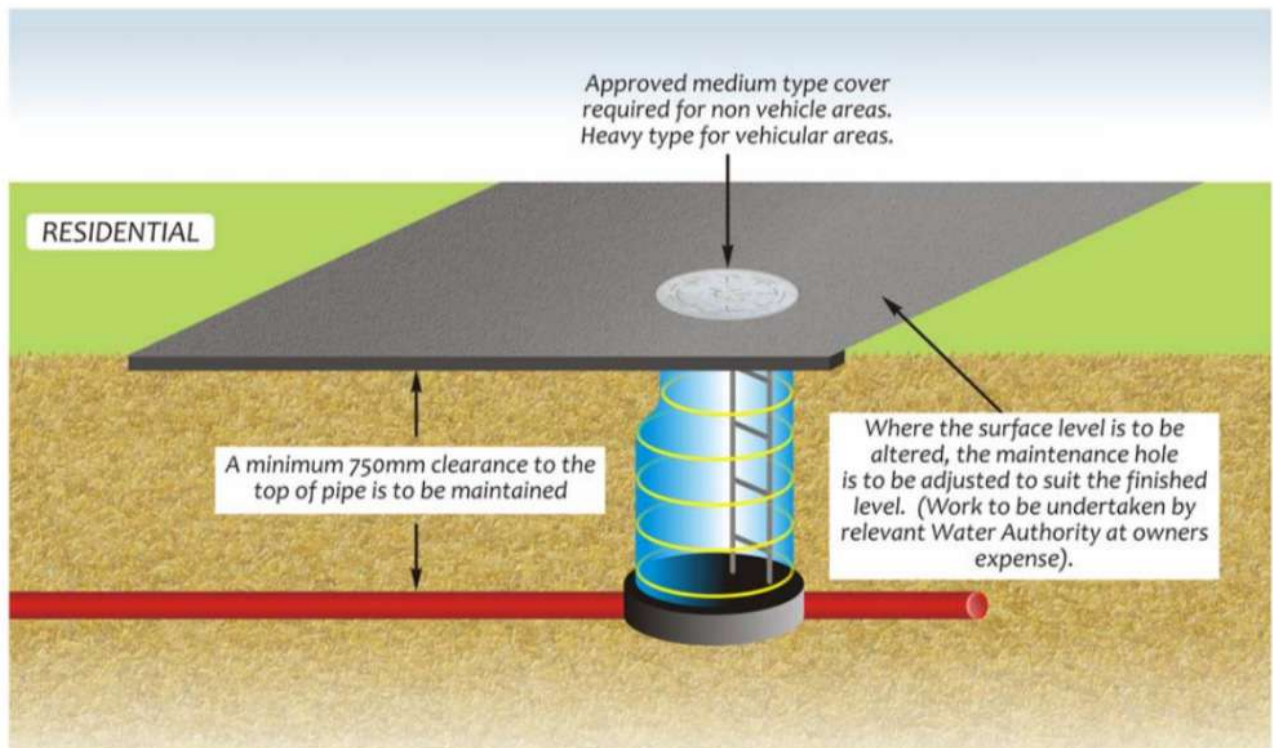
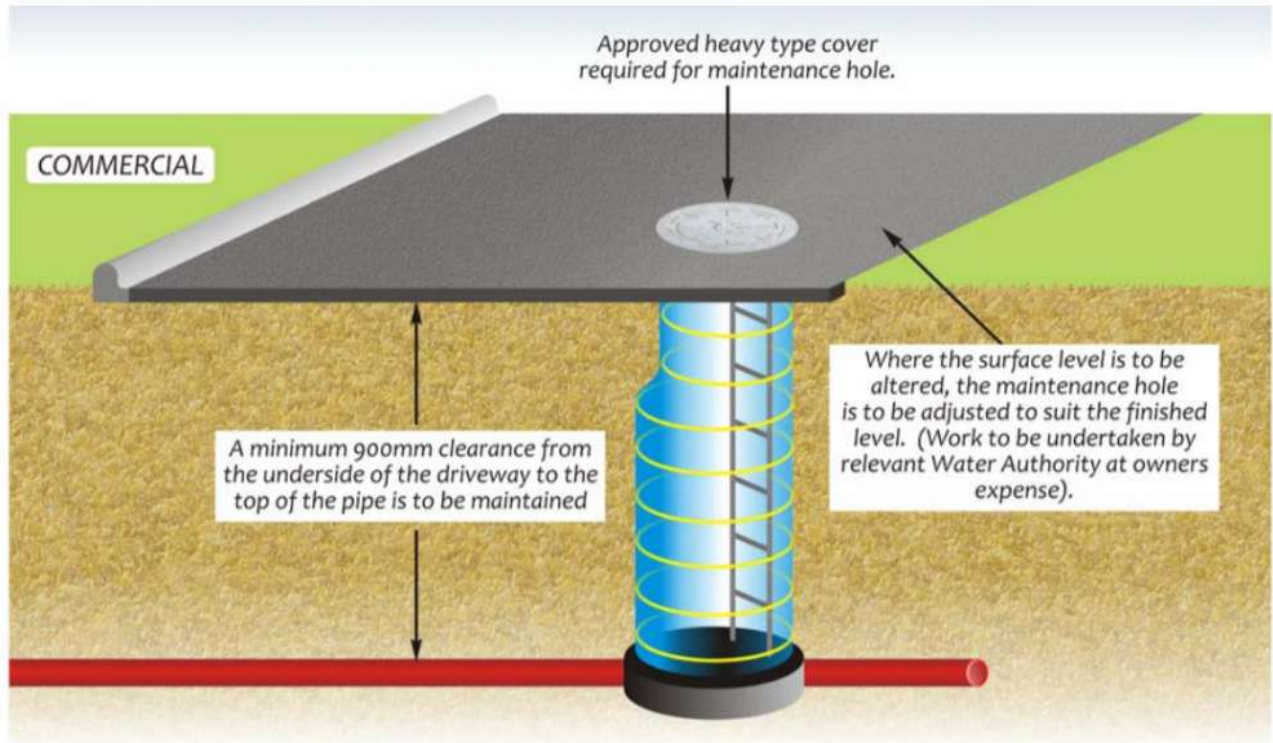


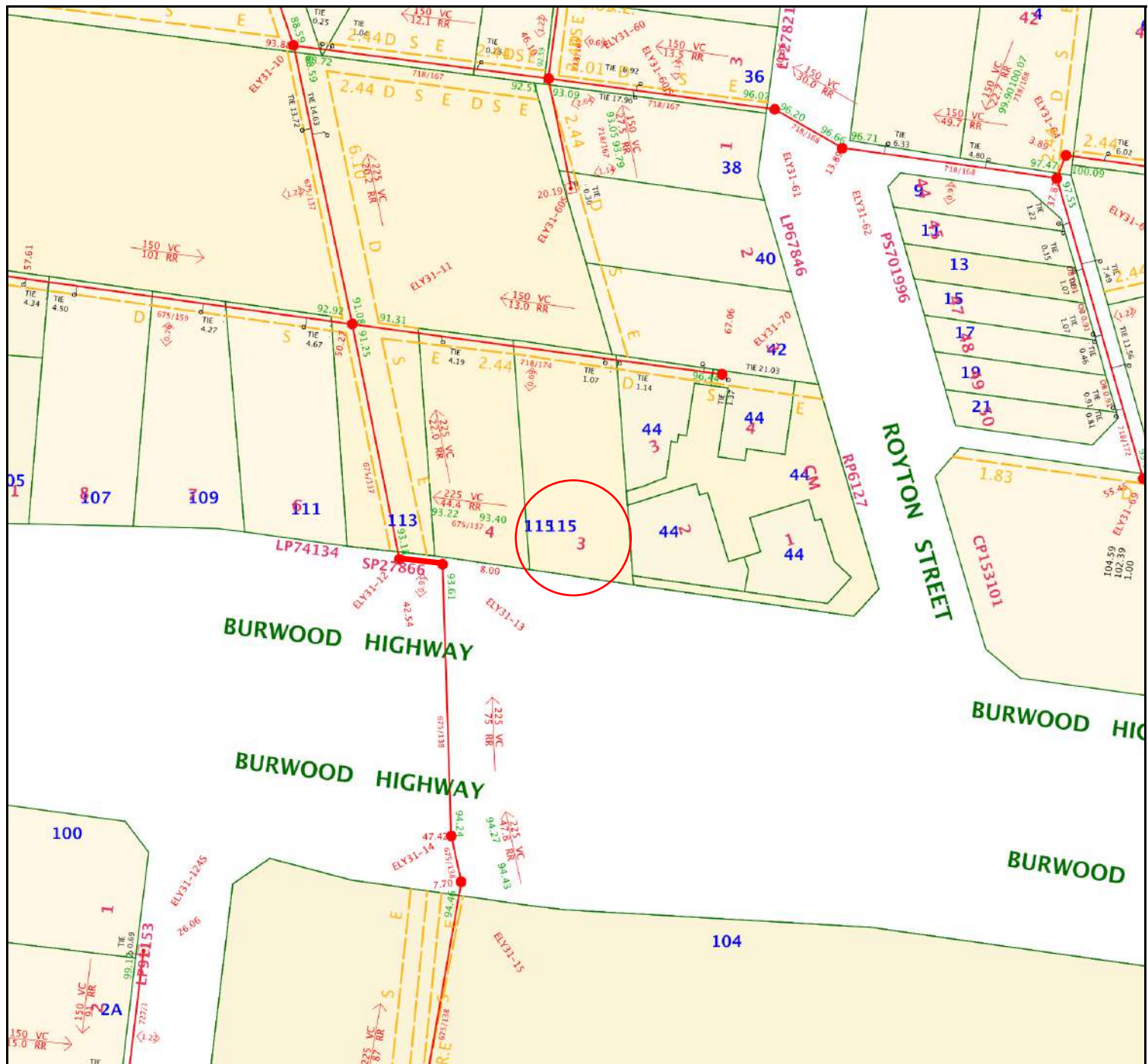
PCB - Property Connection Branch

* - Measurements required with plans submitted

DRIVEWAY AND PAVING

DRIVEWAYS AND PAVING





Yarra Valley Water **Sewerage Depth Offset** **Asset Map**

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:1000



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

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

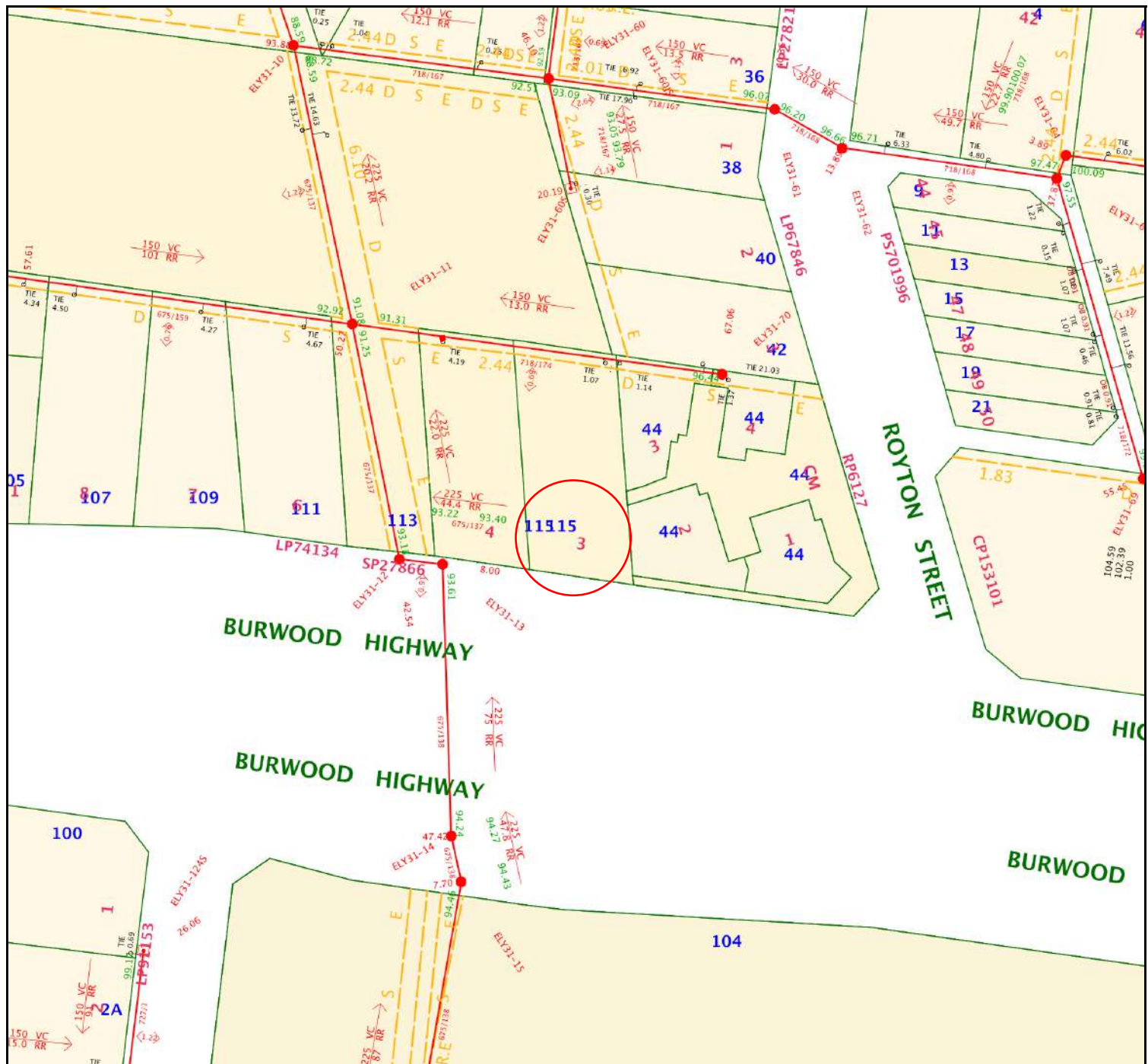
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: VC
Average Depth (m): 5.69
Branch Length (m): 0.91

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

YVW Ref: 1243687



Yarra Valley Water **Sewer Branch** **Asset Map**

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:1000



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

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

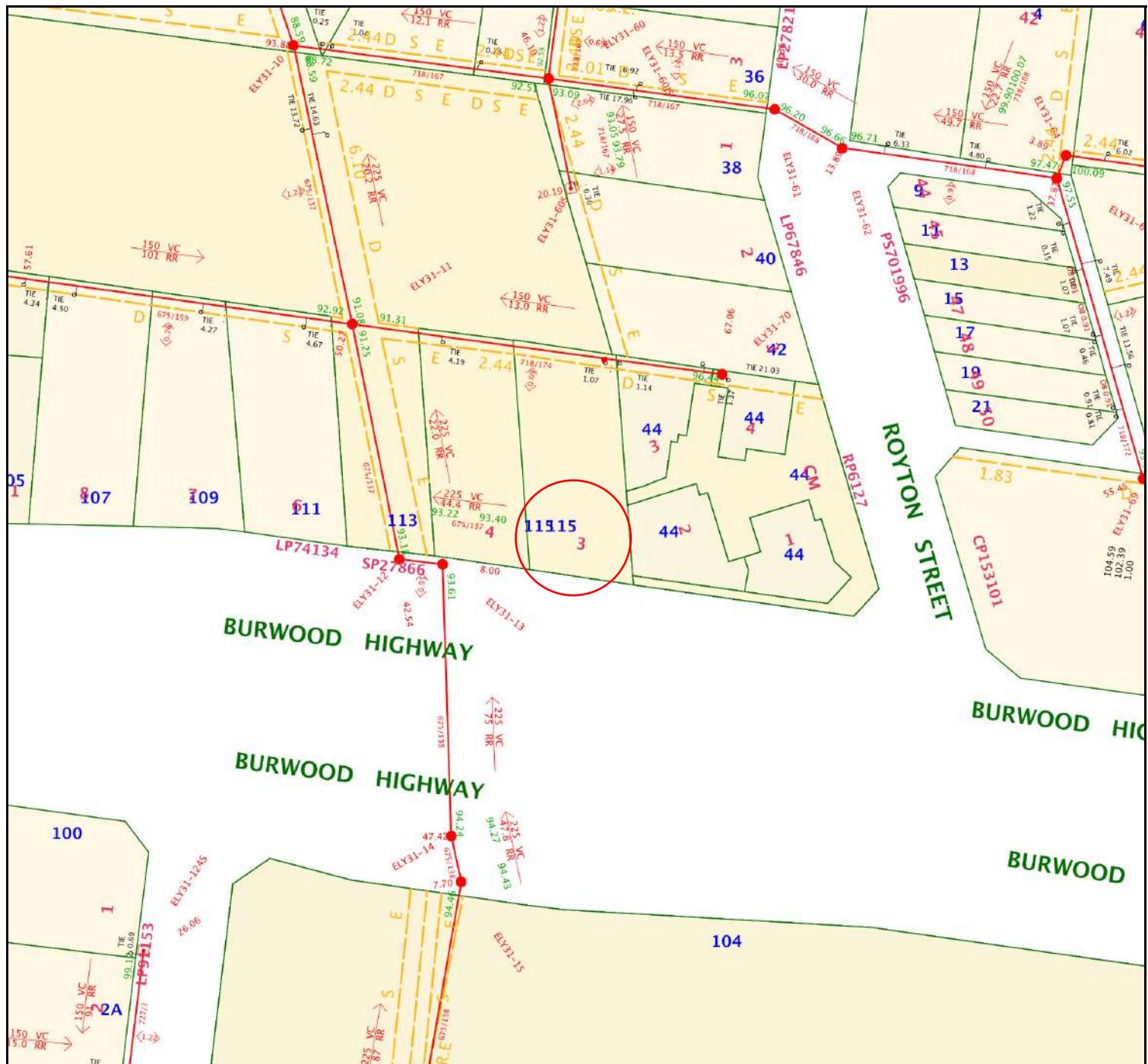
Abbreviation Pipe Material

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

ASSET DETAILS

Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.25
Branch Length (m): 1.12

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 1243687



**Yarra Valley Water
Sewer Branch
Asset Map**

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:1000



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

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

Abbreviation Pipe Material

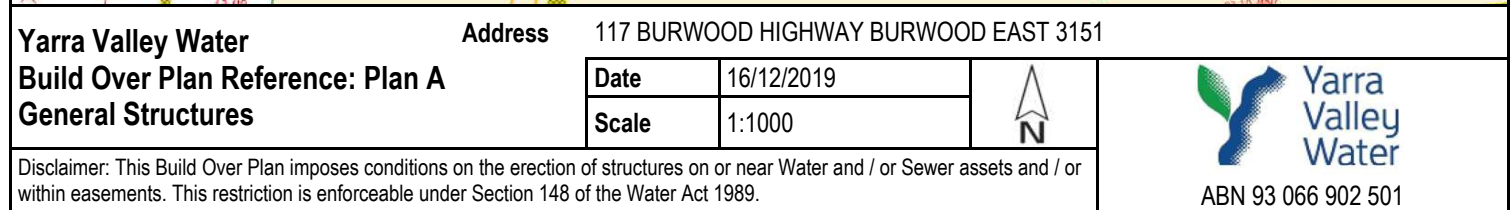
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

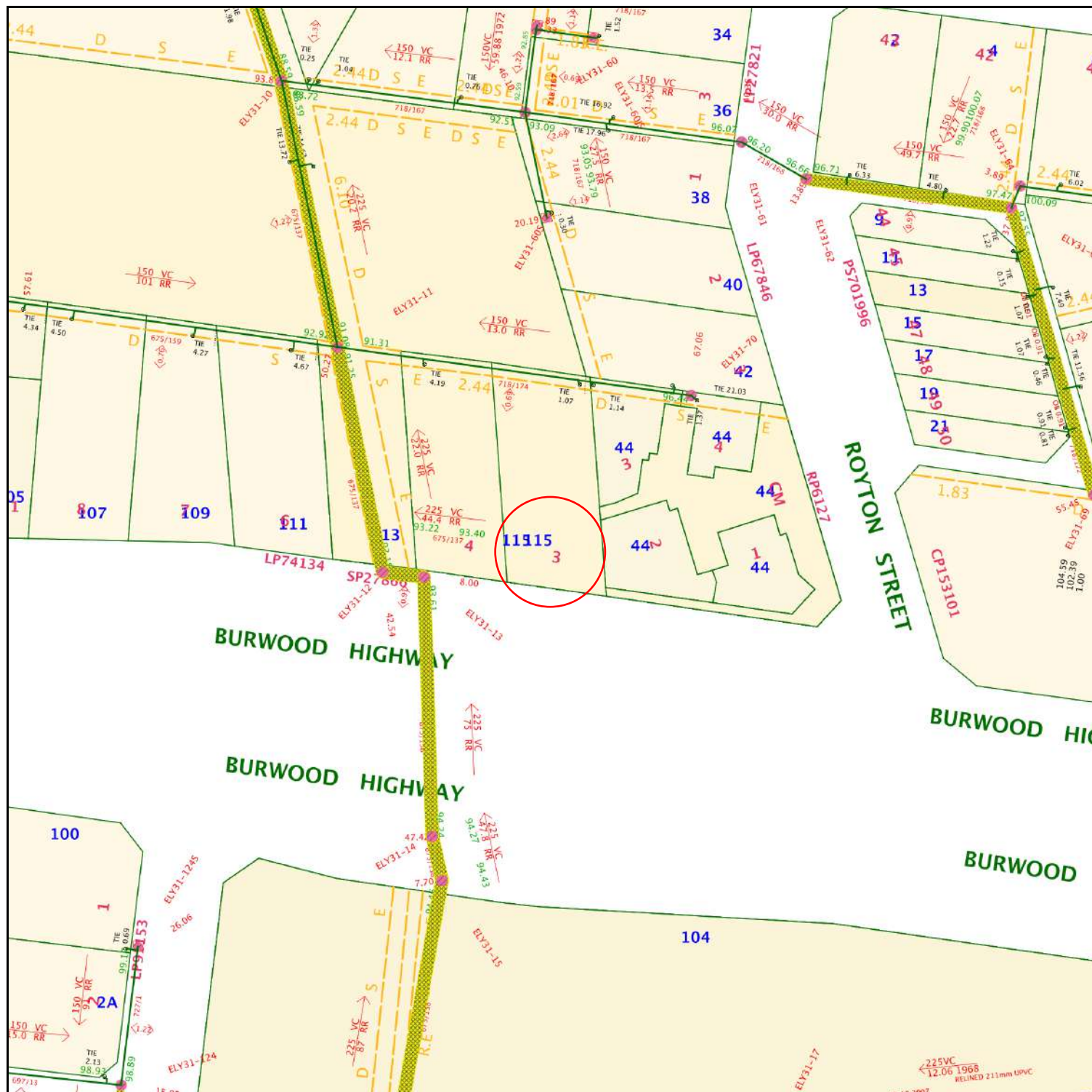
Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.45
Branch Length (m): 0.91

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

YVW Ref: 1243687



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



Yarra Valley Water

**Build Over Plan Reference: Plan D
General Structures**

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:1000



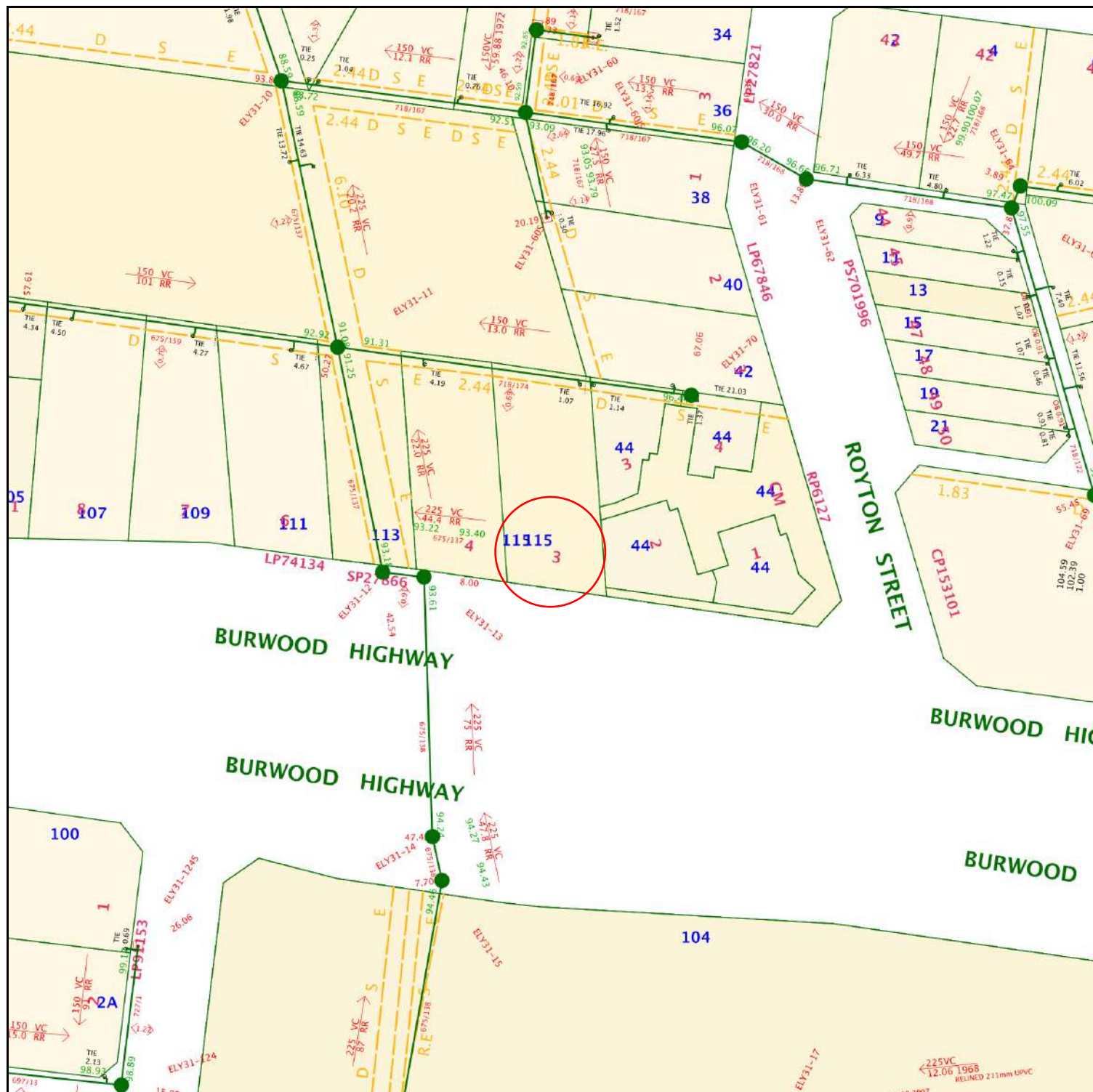
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 430806

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

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



Yarra Valley Water

**Build Over Plan Reference: Plan F
Driveways and paving**

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:1000



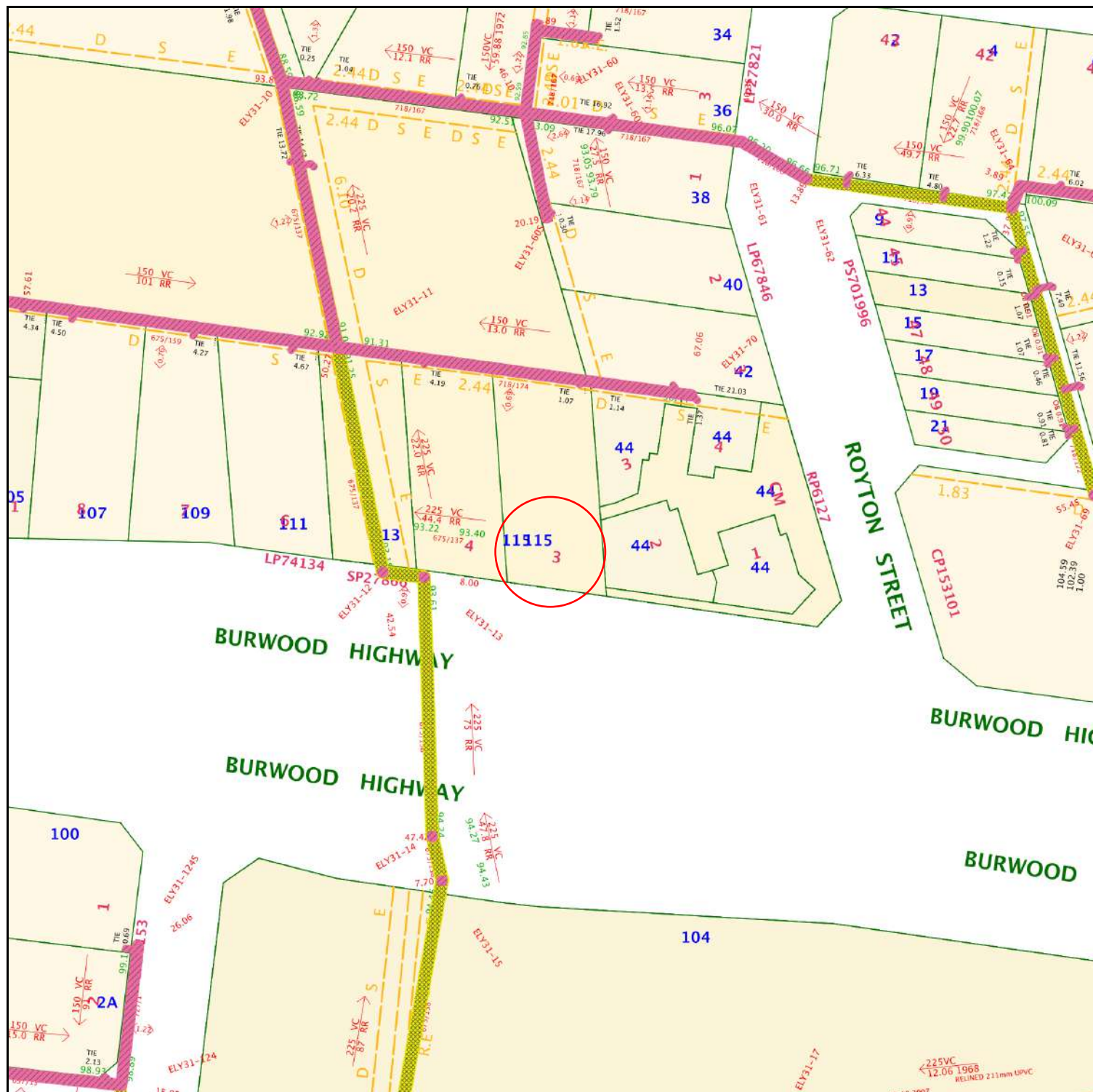
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 430806

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

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



Yarra Valley Water

Build Over Plan Reference: Plan J
Below ground pools, poles and towers

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:1000



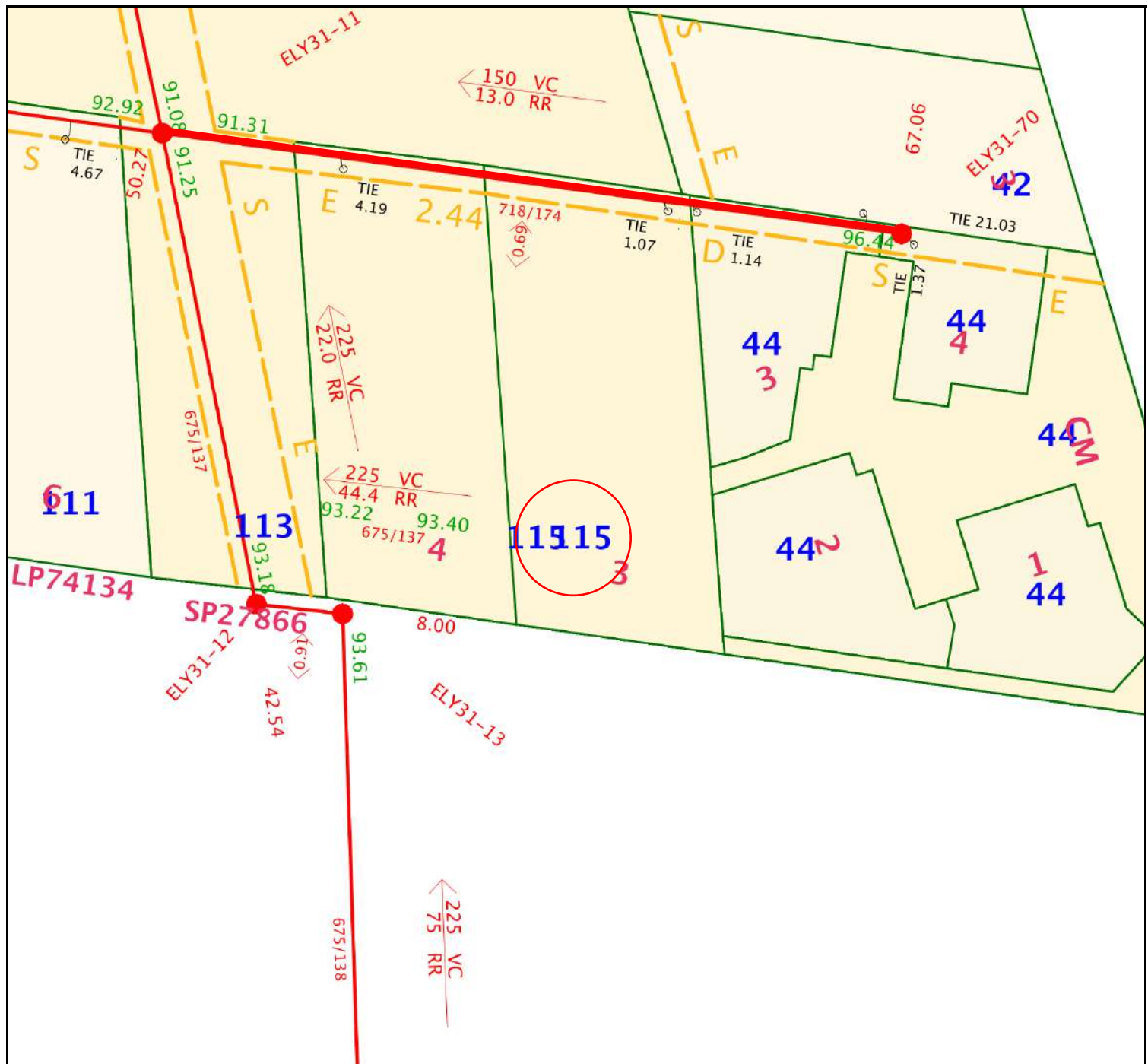
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 430806

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

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



Yarra Valley Water Sewerage Depth Offset Asset Map

Address

115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date

16/12/2019

Scale

1:500



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

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

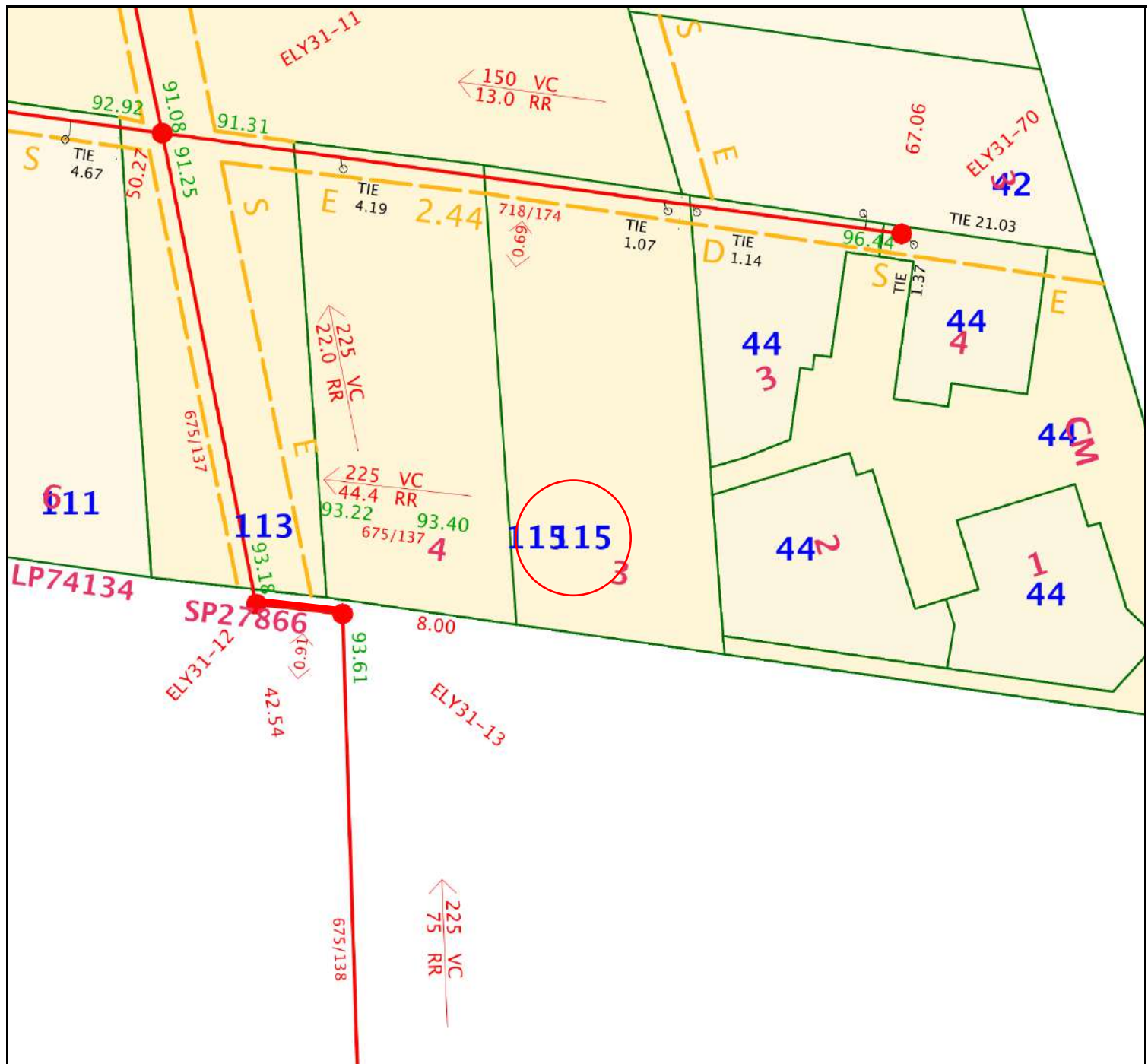
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: VC
Average Depth (m): 2.87
Branch Length (m): 1.12

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

YVW Ref: 1243686



Yarra Valley Water Sewerage Depth Offset Asset Map

Address

115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date

16/12/2019

Scale

1:500



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

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

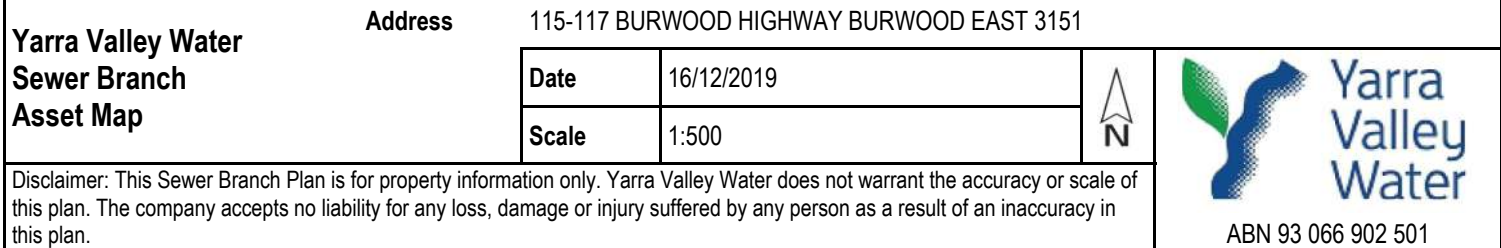
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

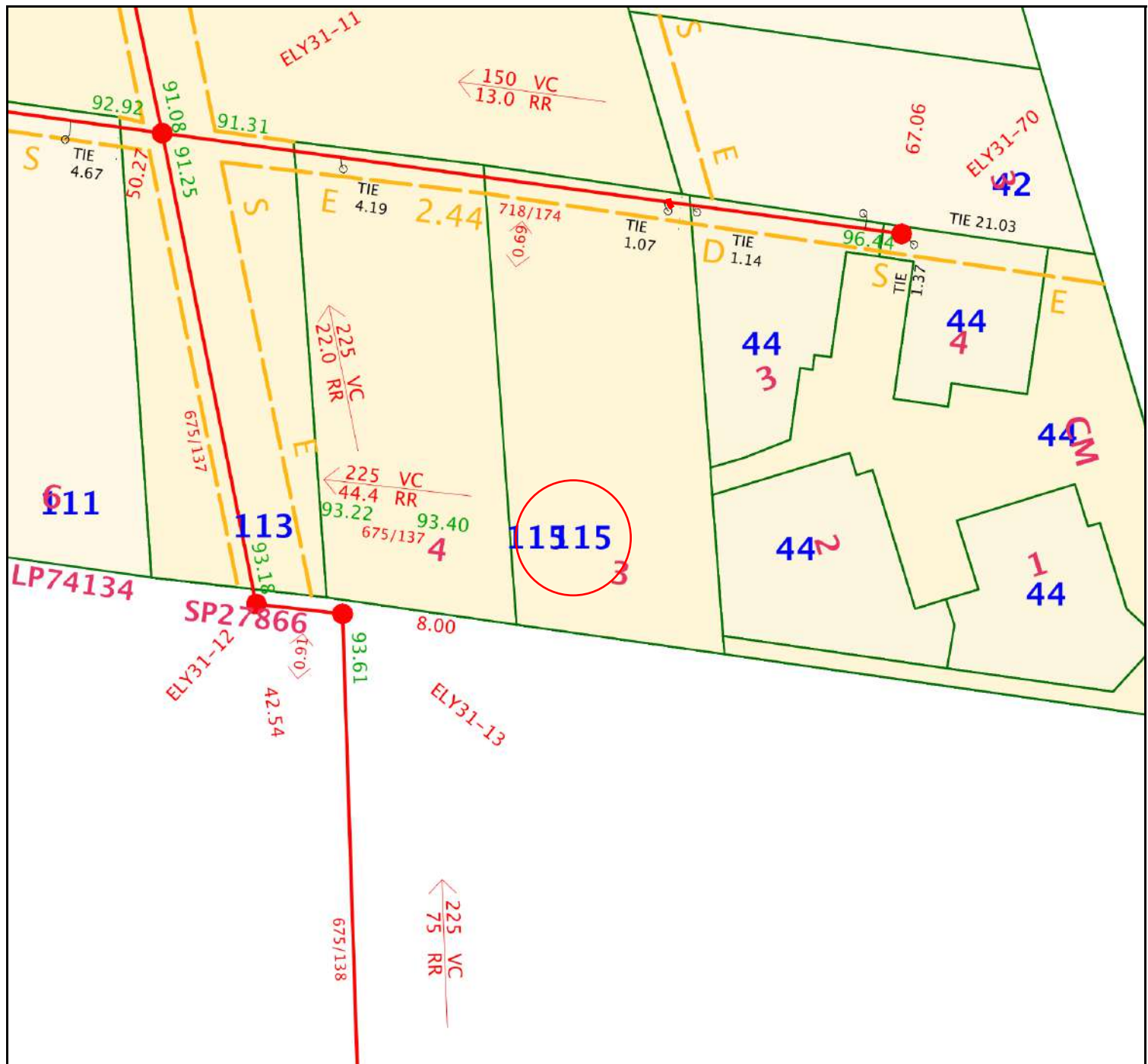
ASSET DETAILS

Pipe Size: 225
Pipe Material: VC
Average Depth (m): 5.69
Branch Length (m): 1.12

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

YVW Ref: 1243686

31 of 71



**Yarra Valley Water
Sewer Branch
Asset Map**

Address

115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date

16/12/2019

Scale

1:500



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

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

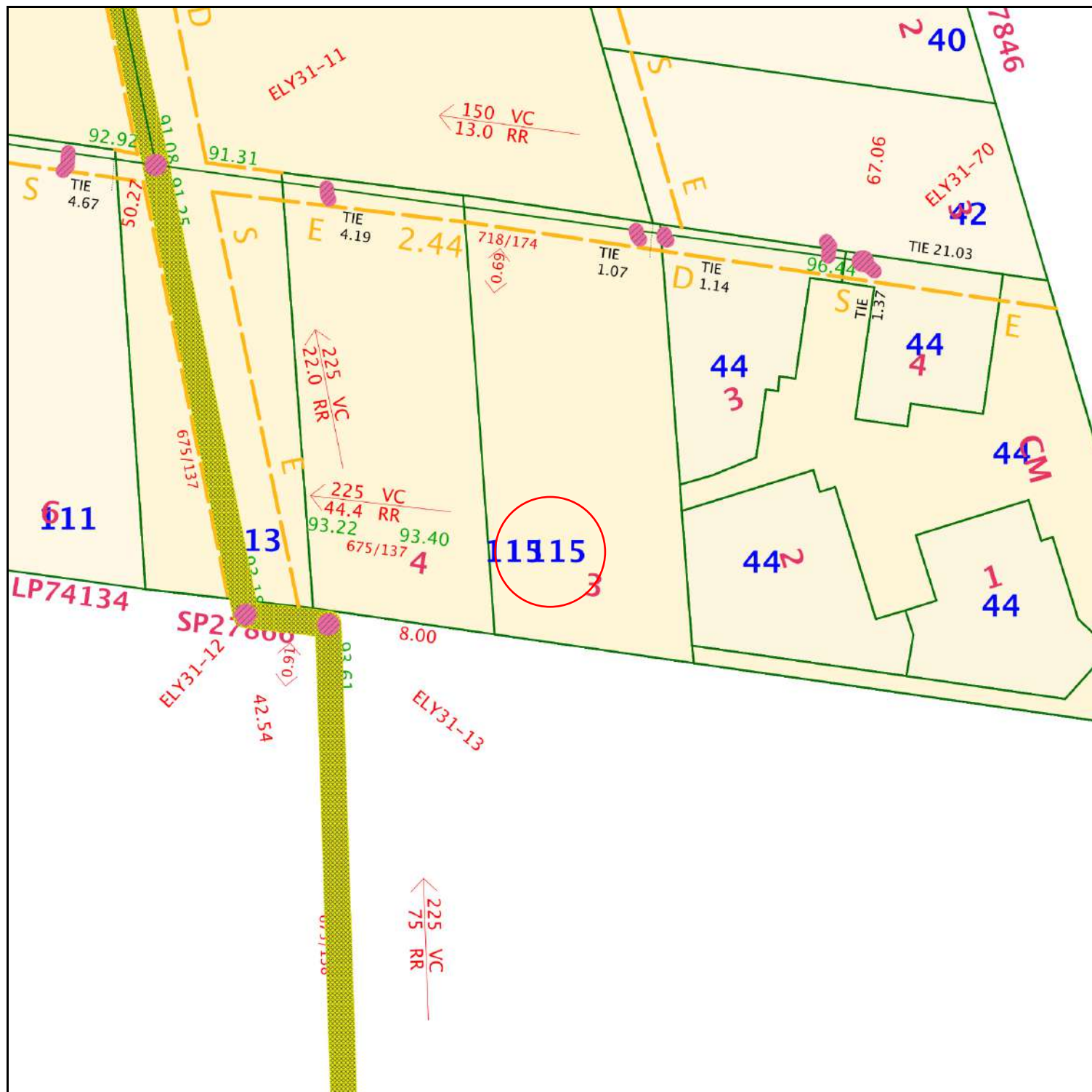
Abbreviation Pipe Material

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

ASSET DETAILS

Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.45
Branch Length (m): 0.91

Note: Offsets denoted in brackets
< > are from the title boundary to
centreline of pipe.
YVW Ref: 1243686



Yarra Valley Water

Build Over Plan Reference: Plan A

General Structures

Address 115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:500



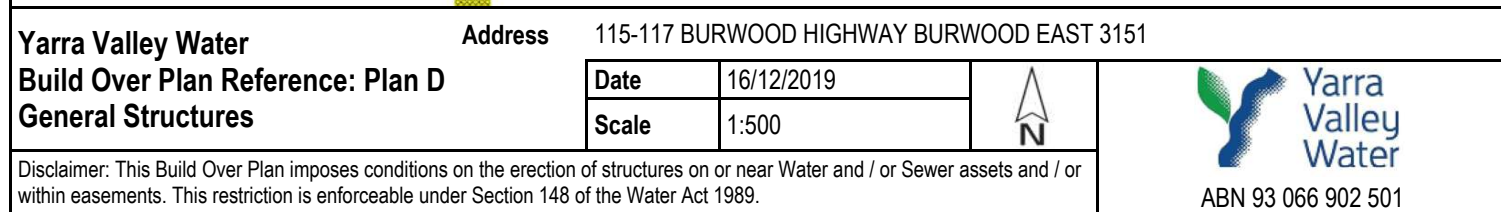
ABN 93 066 902 501

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

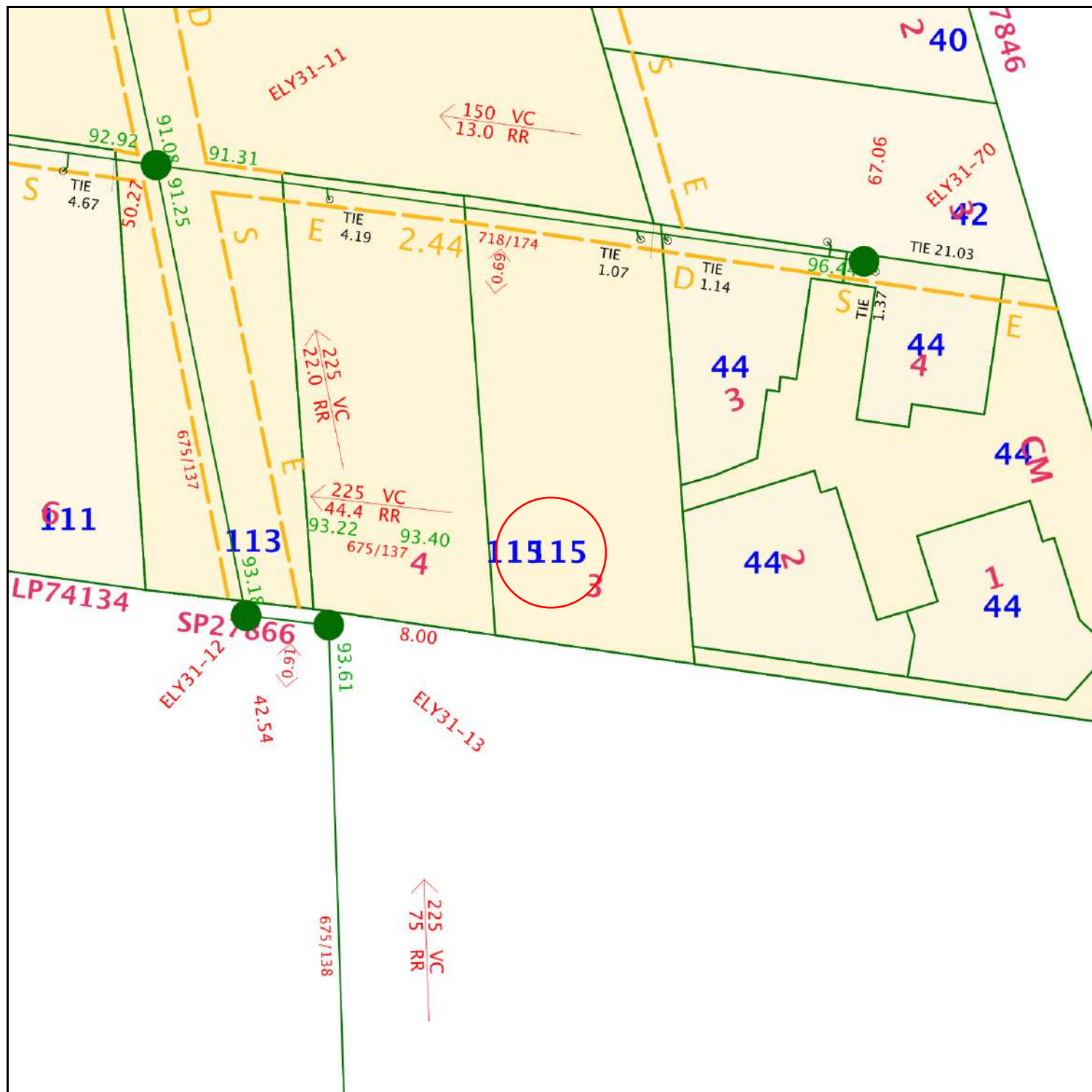
Yarra Valley Water Application ID: 430806

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

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



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



Yarra Valley Water

Build Over Plan Reference: Plan F
Driveways and paving

Address 115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 16/12/2019

Scale 1:500



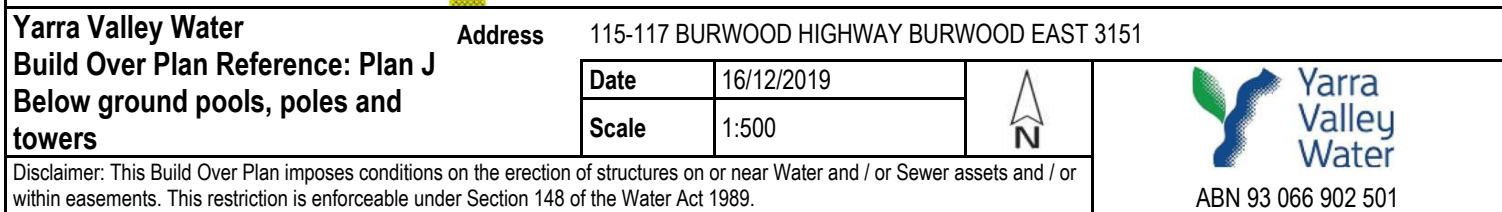
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 430806

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

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



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

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

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

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

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

RESPONSIBILITY OF SEWER CONNECTION POINTS

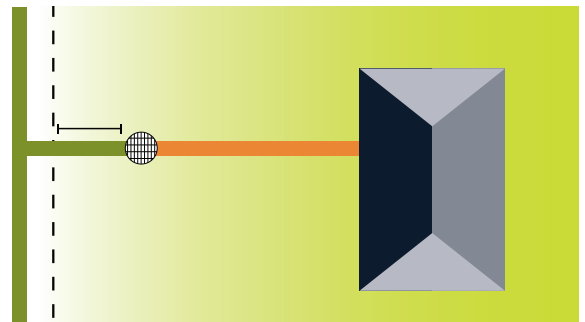


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

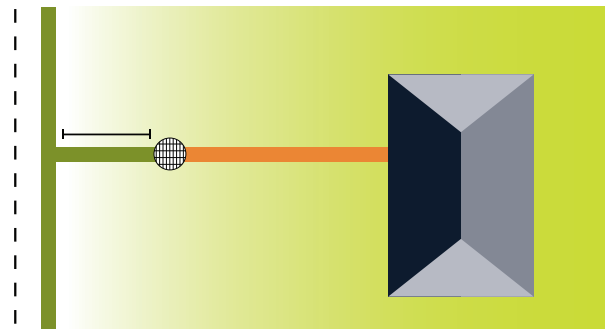
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

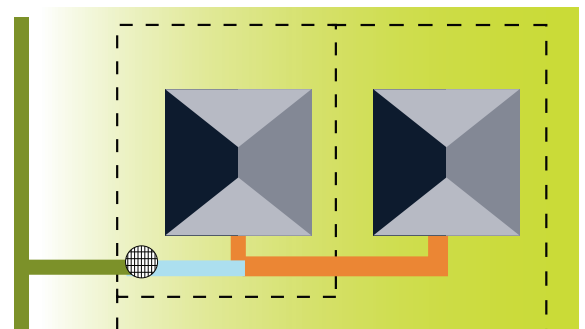
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

Inspection opening
(may be below ground
or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

18th November 2019

Bhargav Desai
Desai Developers Pty Ltd
care of
admin@isproperty.com.au

Dear Bhargav Desai,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	423238
Property Address	115-117 BURWOOD HIGHWAY BURWOOD EAST 3151 117 BURWOOD HIGHWAY BURWOOD EAST 3151
Service Location ID	1243686 1243687

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed**.

Your planned development as submitted with this application **does not comply** with these conditions, and so **cannot proceed as proposed**. You must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Once you have undertaken the corrective action you will need to reapply.

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

Build Over Condition Summary *

Basement

- cannot build over the sewer main and 1m horizontal clearance is required

Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking

- can build over the sewer main and 600mm horizontal and vertical clearance is required

Brick Fences and Retaining Walls including any interlocking block walls • brick fence and retaining walls - cannot build over the sewer main and 1m horizontal clearance is required • retaining walls - a maximum 1m additional fill is allowed over the sewer main and a minimum 600mm cover must be maintained • cannot build over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over the sewer main and 750mm vertical clearance is required • can build over maintenance structures and cover levels must match new surface levels
Excavation & Landscaping • can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m • cannot be undertaken over the sewer main and 1m horizontal and 600mm vertical clearance is required, maximum fill over the sewer main is 1m • cannot be undertaken over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required • cannot be undertaken over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required
Any Above Ground Water Tanks (Must be Lightweight and maximum capacity of 5,000 Litres) • can build over the sewer main and 600mm vertical clearance is required

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

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

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

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any brick fences and retaining walls, including any interlocking block walls, in the vicinity of a maintenance hole, the following apply:

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

For any excavation and landscaping for a residential property in the vicinity of a maintenance hole, the following apply:

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

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

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

For any lightweight garages, carports and sheds greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure can be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Pad footings/foundations are permitted.
4. Driven Piles are not permitted.
5. Where Pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure
6. Any structure over the Yarra Valley Water sewer asset must not exceed 8m in length.

For structures which are required to traverse the sewer main, the foundations crossing the sewer main must maintain a minimum 600 mm vertical clearance, unless demountable.

7. A concrete floor is to be of non-structural infill slab only, as, if required to be removed, it would not affect the integrity of the structure.
8. 24 hour unobstructed access is required.
9. Maximum width allowed for eaves is 600 mm.
10. Height Clearance is required, unless demountable. Height clearance is taken to be height of the walls.
11. A structurally independent roof must be provided when attached to another structure. Engineering plans must be submitted showing the independence of the roof.

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

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

5. Driven piles are not permitted.

For any above ground water tanks (must be lightweight and maximum capacity of 5,000 litres) in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' for this structure.
2. A minimum 600 mm vertical clearance over the sewer main is to be maintained
3. Must be supported on the existing ground or plan concrete only
4. Tanks are to be movable, i.e. constructed of prefabricated and lightweight material.
5. The Owner will be responsible for emptying and refilling of the water tank. This must comply with the current water restrictions in place.

For any brick fences and retaining walls including any interlocking block walls in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. You are required to maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main or to the outside edge of the easement (whichever is greater)
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. The maximum fill allowed over the sewer main is 1.0 m
6. A minimum 600 mm vertical clearance is to be maintained over the property connection branch
7. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

For any excavation and landscaping for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. You are required to maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main or to the outside edge of the easement (whichever is greater)
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maximum fill allowed over sewer main is 1.0 m

7. A minimum vertical cover of 600 mm over the sewer main is required.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main by the works

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

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.
Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

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

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

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

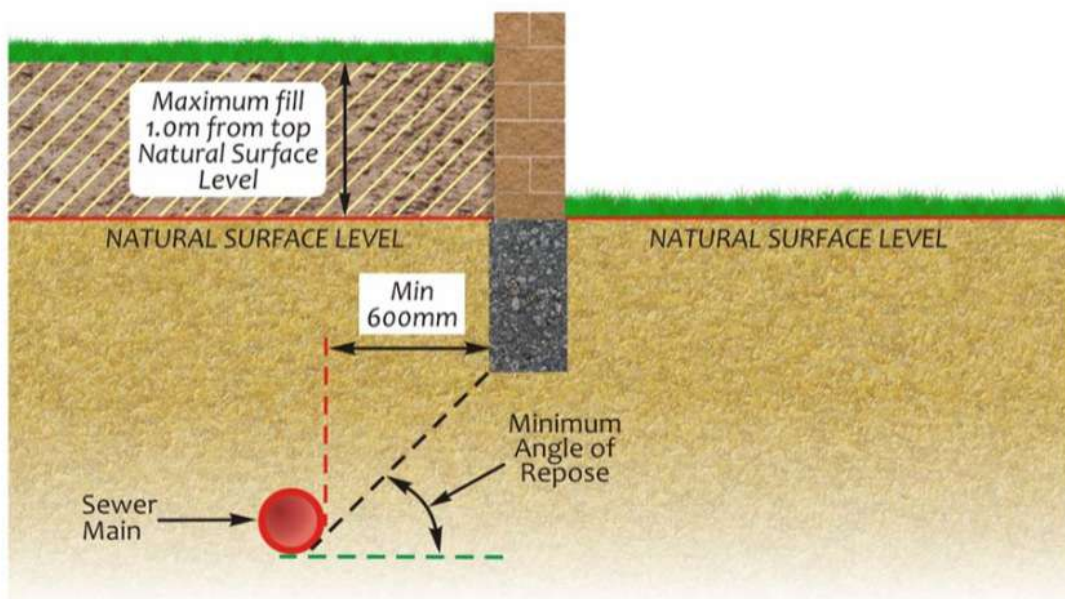
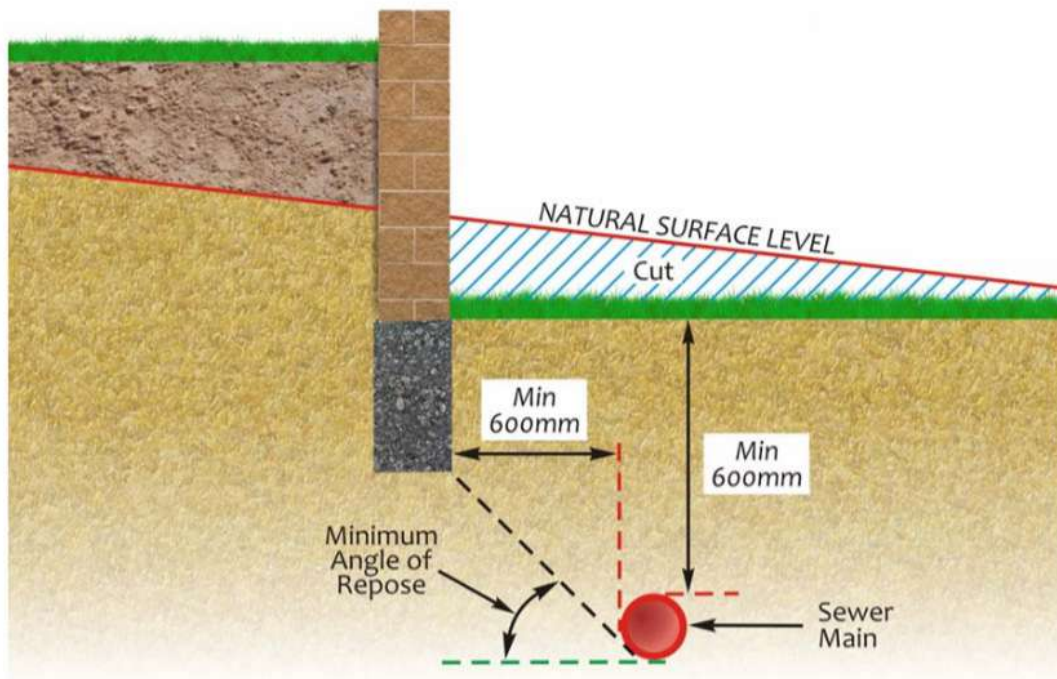
1. Refer to attached plan 'I' or 'J' for this structure.

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

EXCAVATION - LANDSCAPING

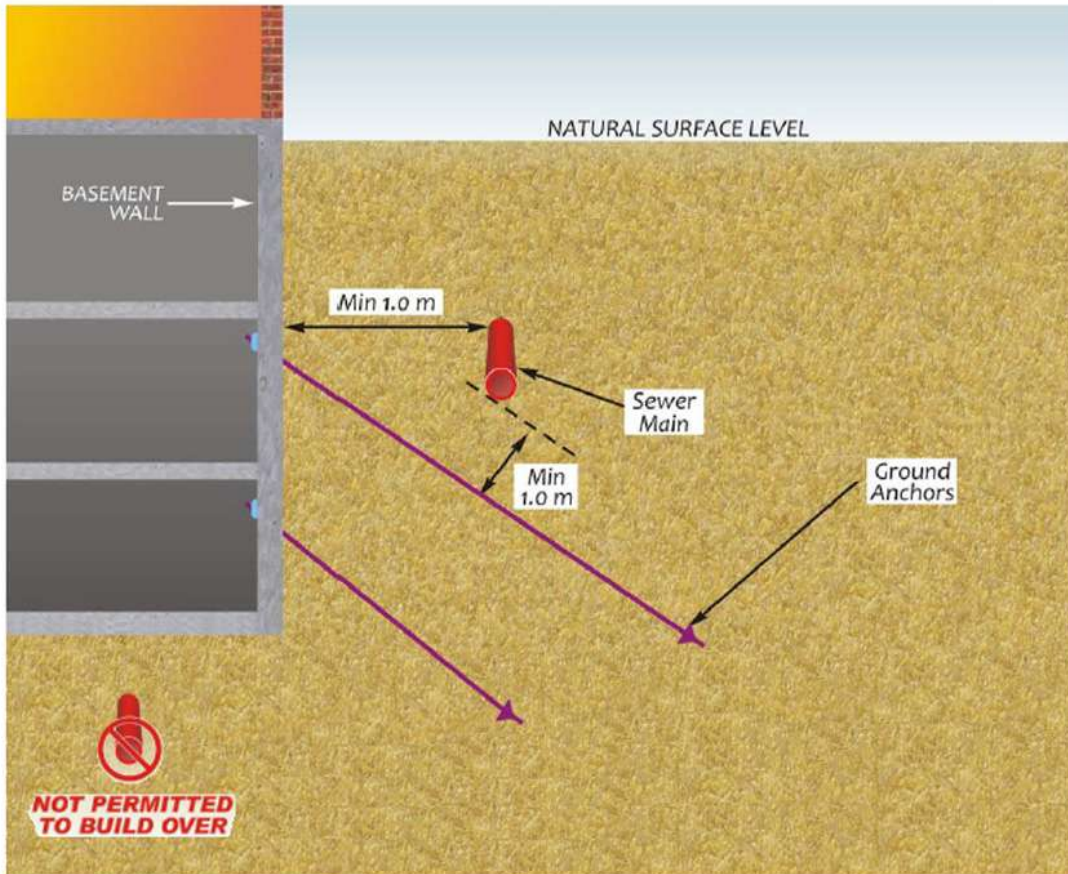
EXCAVATION - CUT & FILL

ADJACENT TO SEWER



BASEMENT & GROUND ANCHORS

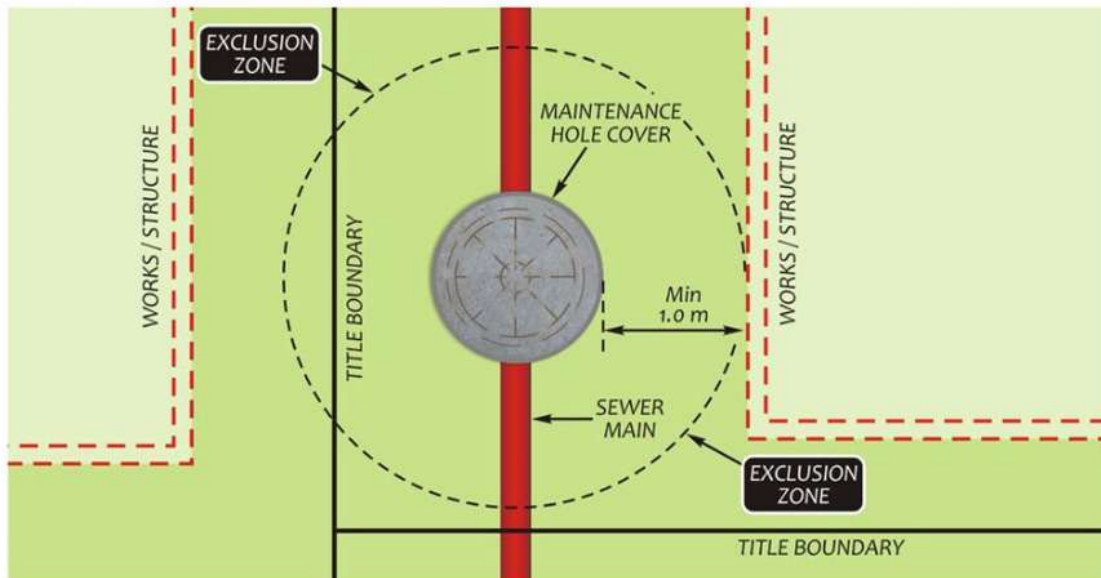
BASEMENT & GROUND ANCHORS



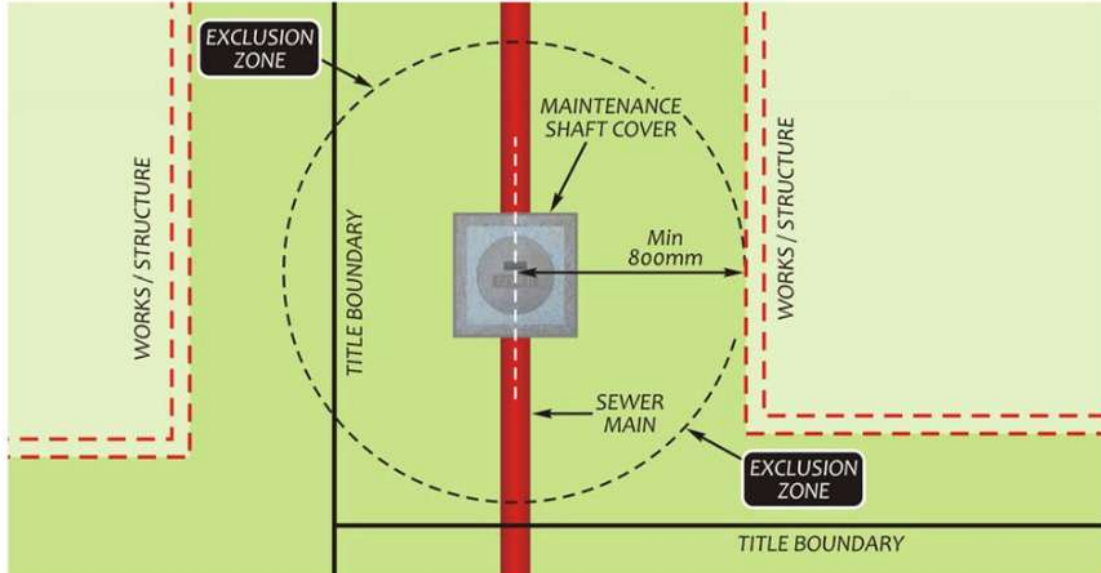
NOTE: Plans must show actual minimum clearances at all points that the sewer is crossed by ground anchors.

MAINTENANCE STRUCTURES

MAINTENANCE HOLE

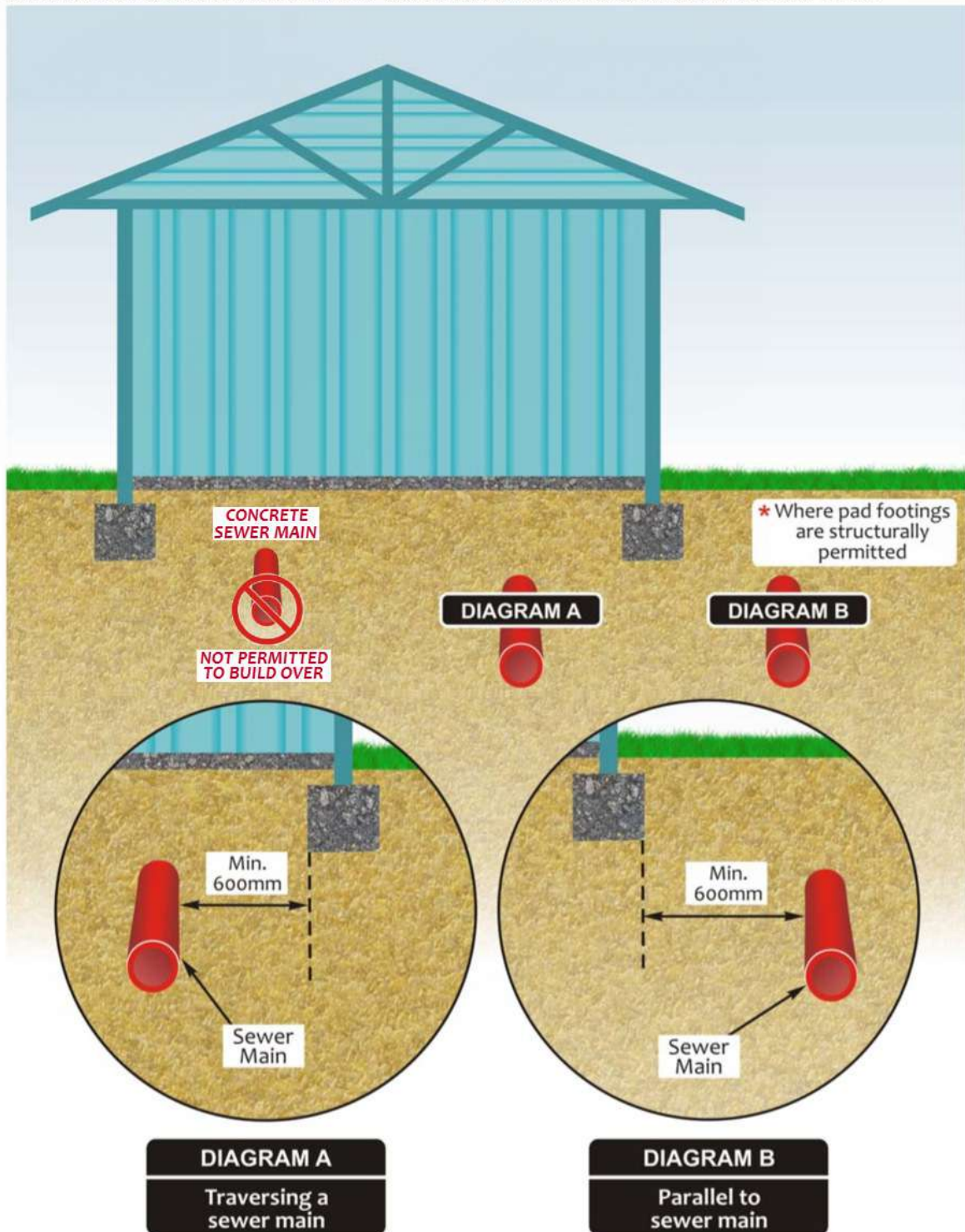


MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT



GARAGES, CARPORTS AND SHEDS FOR SEWER MAINS LESS THAN 3.5 METRES DEEP AND CONCRETE SEWER MAINS

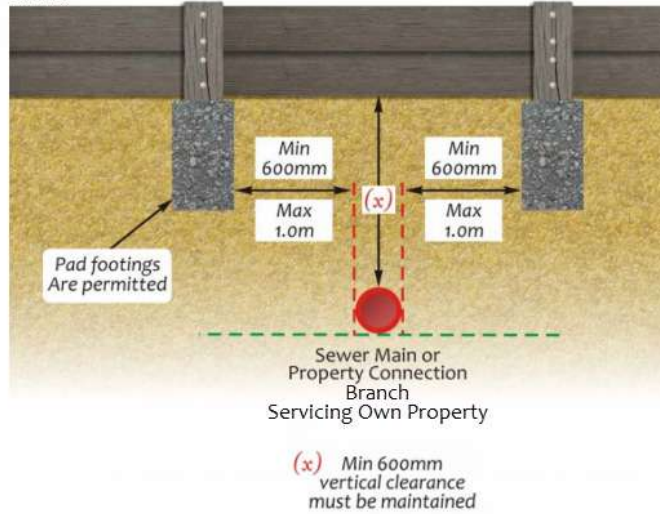
ONLY APPLICABLE WHERE PAD FOOTINGS ARE STRUCTURALLY PERMITTED



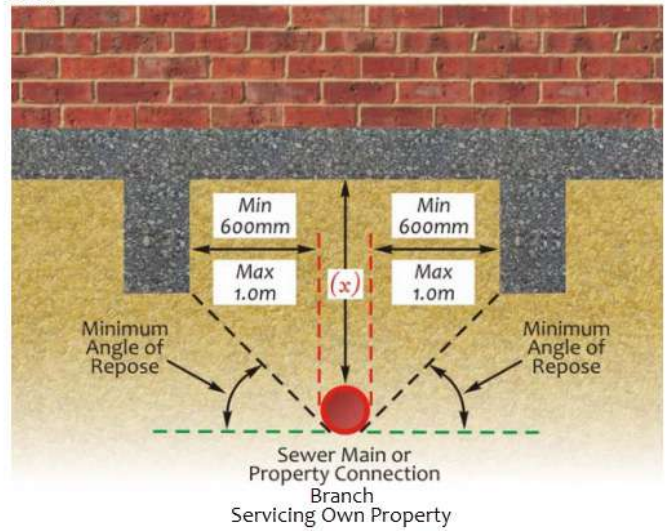
RETAINING WALLS

RETAINING WALLS

TIMBER

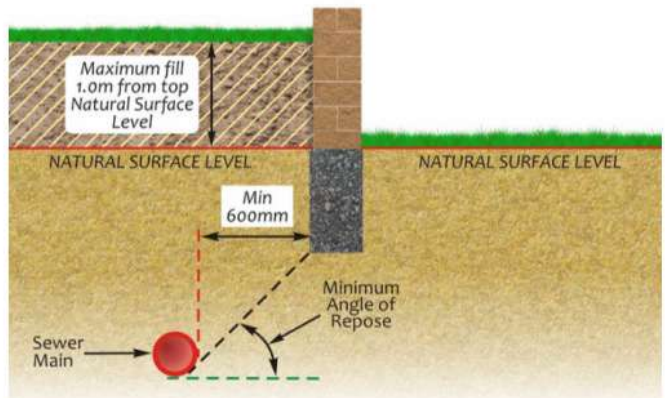
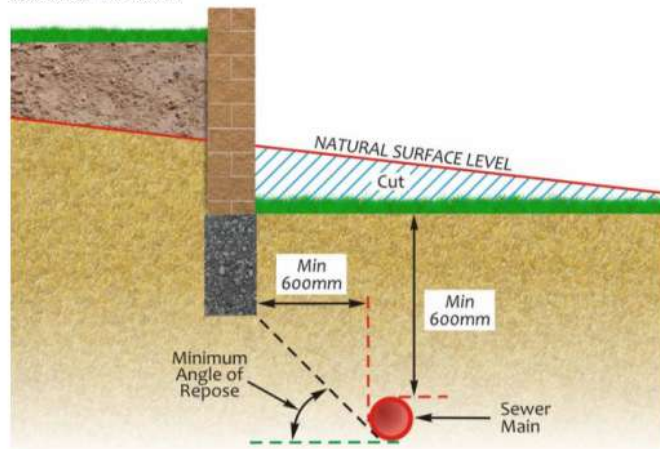


BRICK



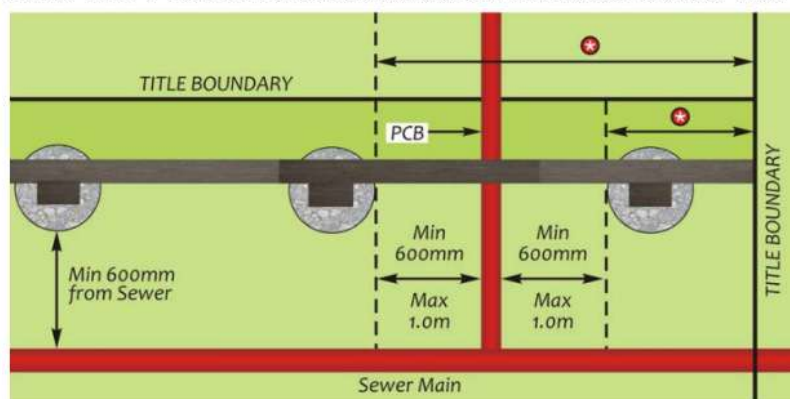
EXCAVATION - CUT & FILL

ADJACENT TO SEWER



RETAINING WALLS - TIMBER OR BRICK

PROPERTY CONNECTION BRANCH SERVICING OWN PROPERTY

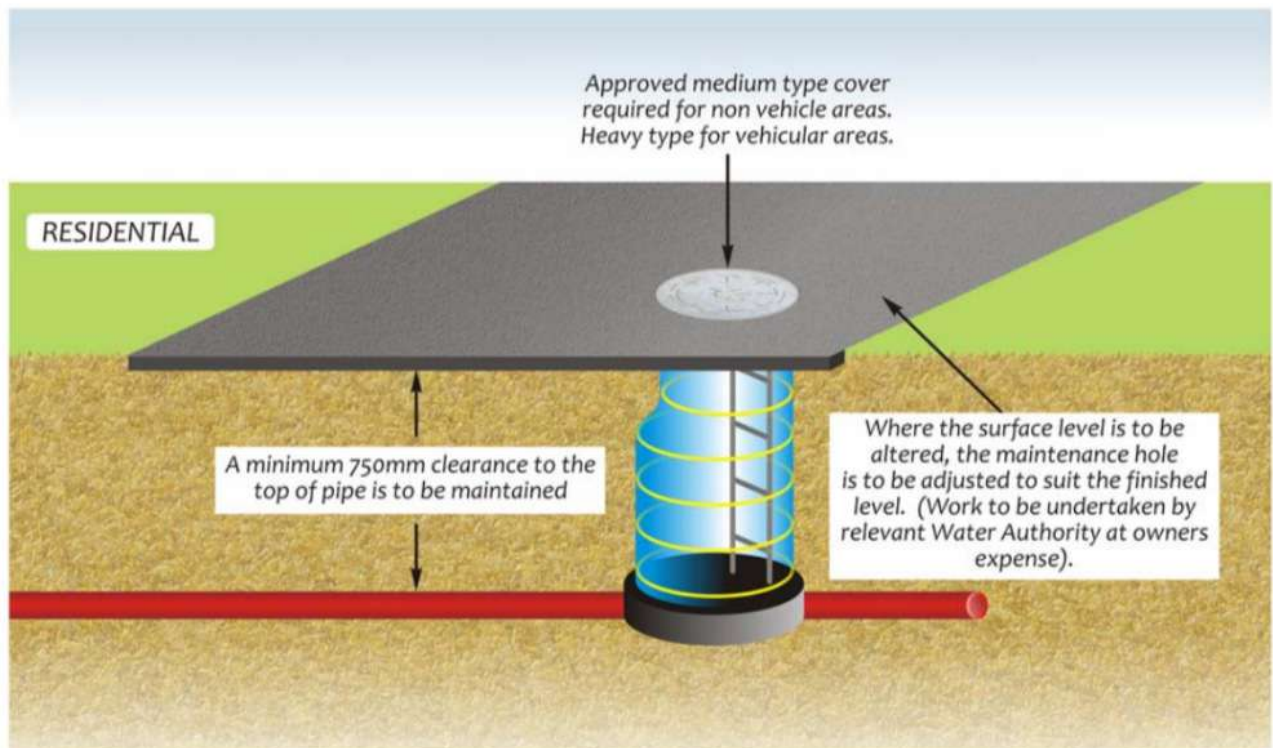
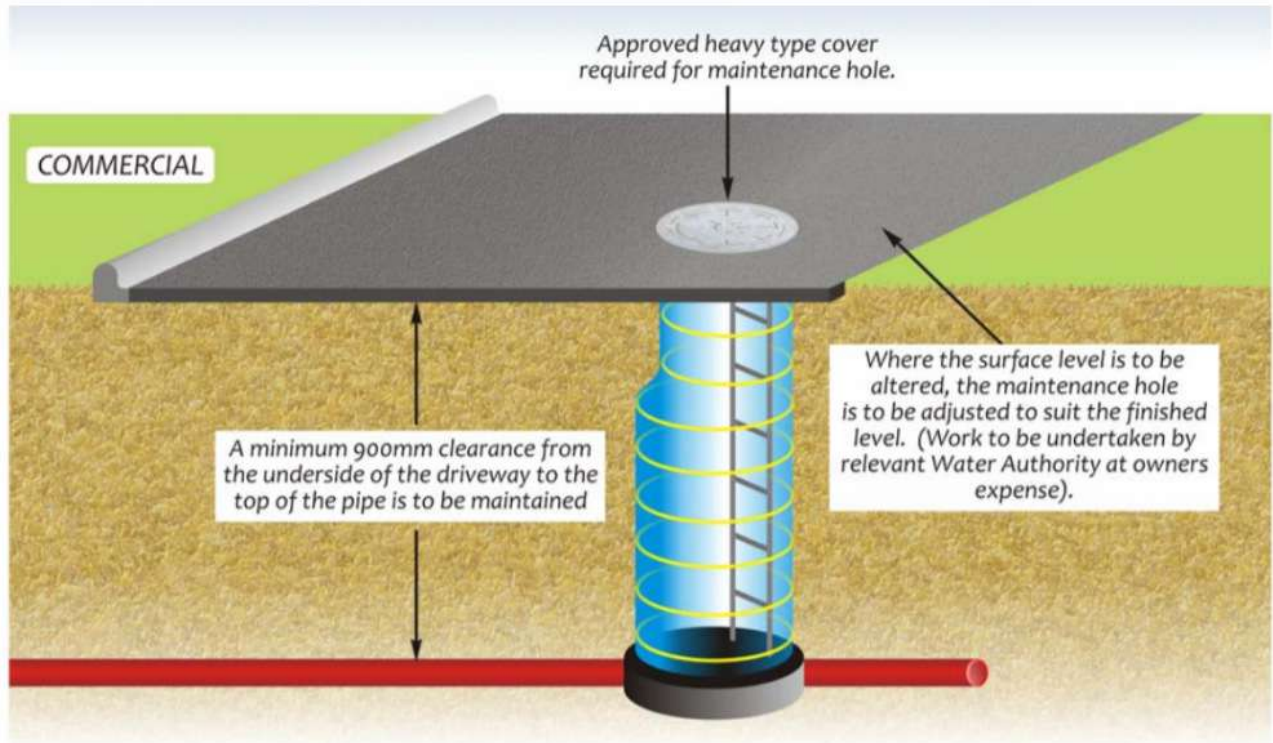


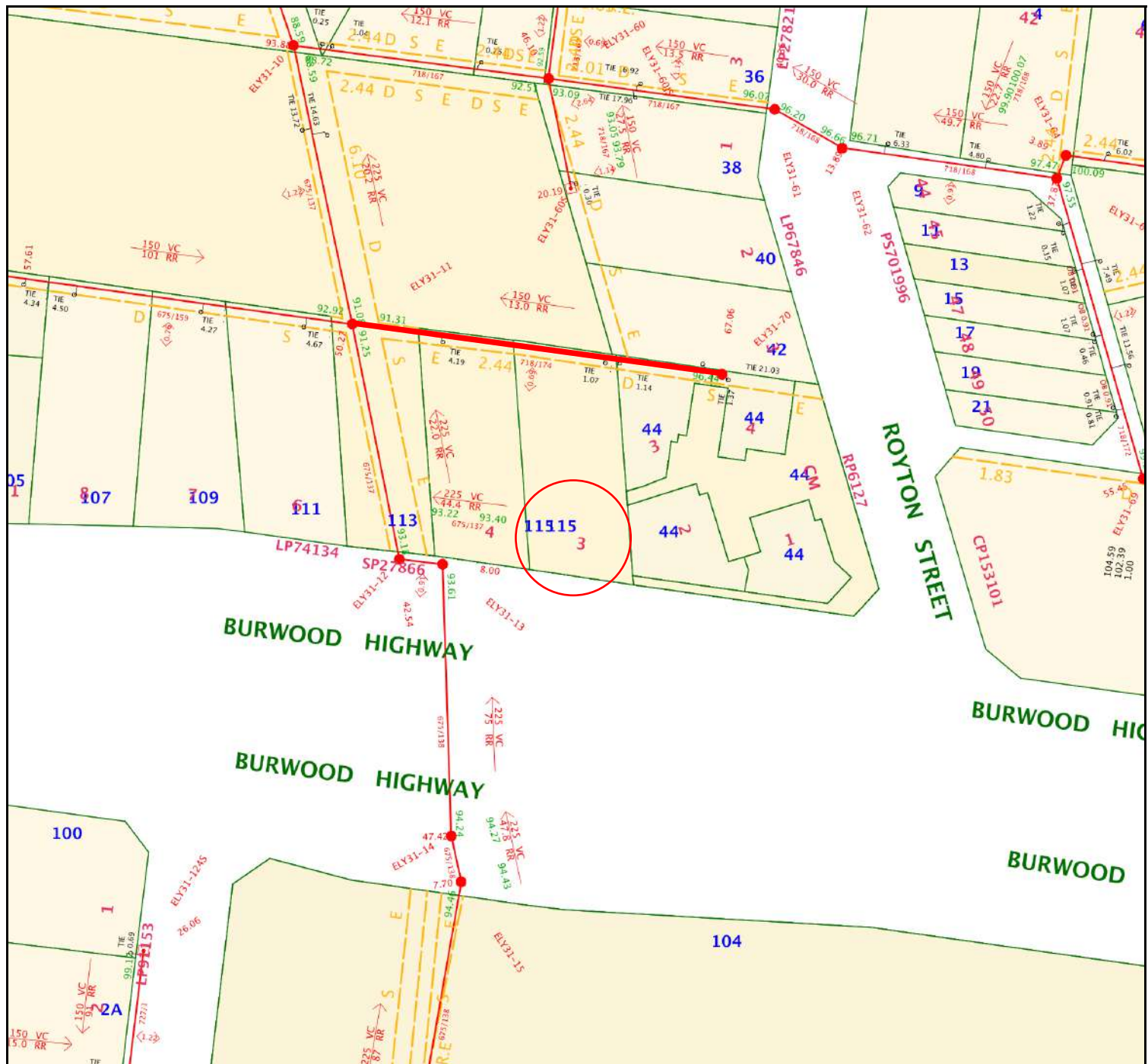
PCB - Property Connection Branch

* - Measurements required with plans submitted

DRIVEWAY AND PAVING

DRIVEWAYS AND PAVING





Yarra Valley Water
Sewerage Depth Offset
Asset Map

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date	18/11/2019
Scale	1:1000

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

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

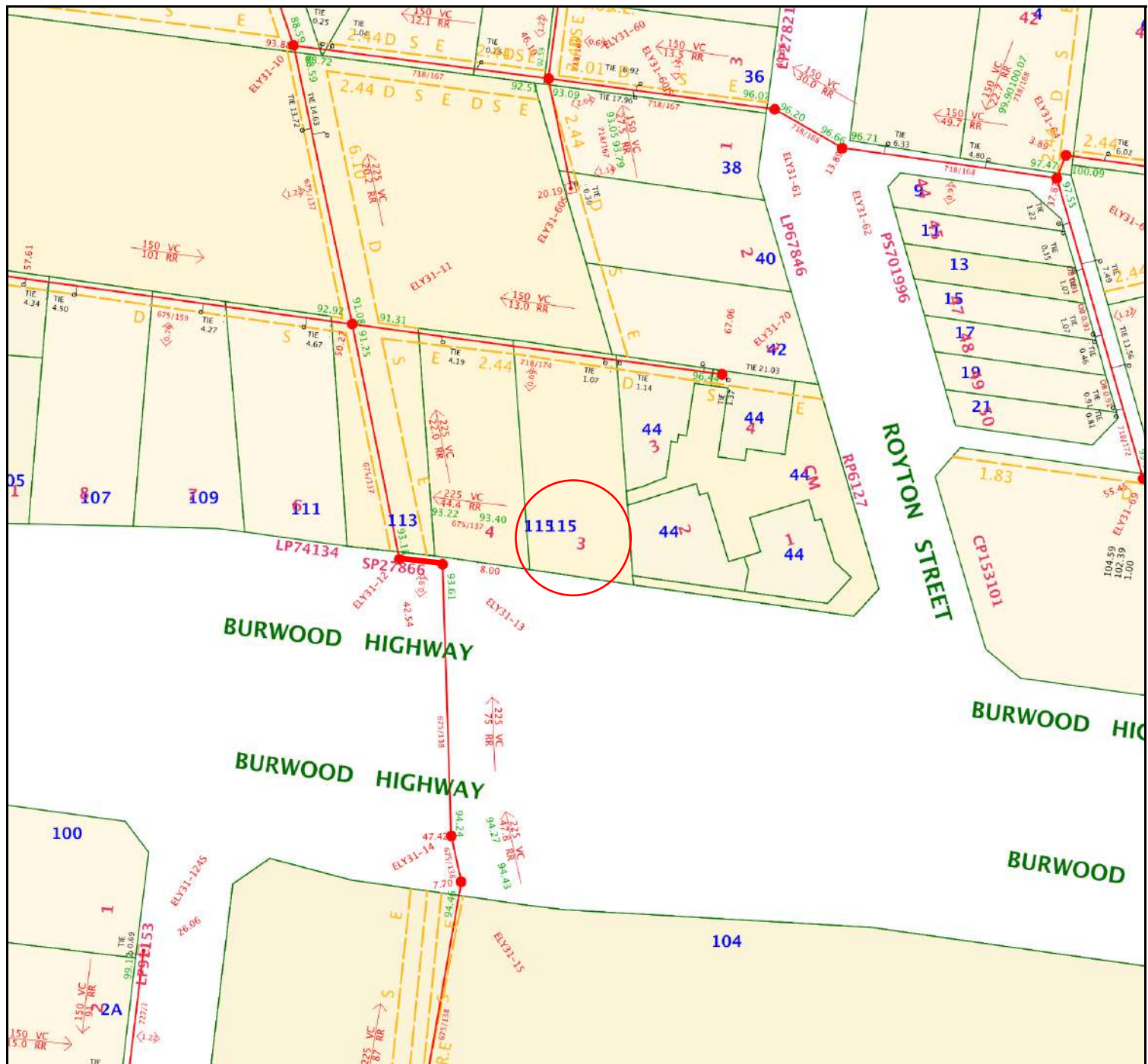
Abbreviation Pipe Material

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

ASSET DETAILS

Pipe Size: 150
Pipe Material: VC
Average Depth (m): 2.87
Branch Length (m): 0.91

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
 If pipe offset is not shown, it is unknown and will need to be proven on site.
YVW Ref: 1243687



Yarra Valley Water Sewerage Depth Offset Asset Map

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 18/11/2019

Scale 1:1000



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ABN 93 066 902 501

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Proposed Title		Inspection Shaft	
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Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

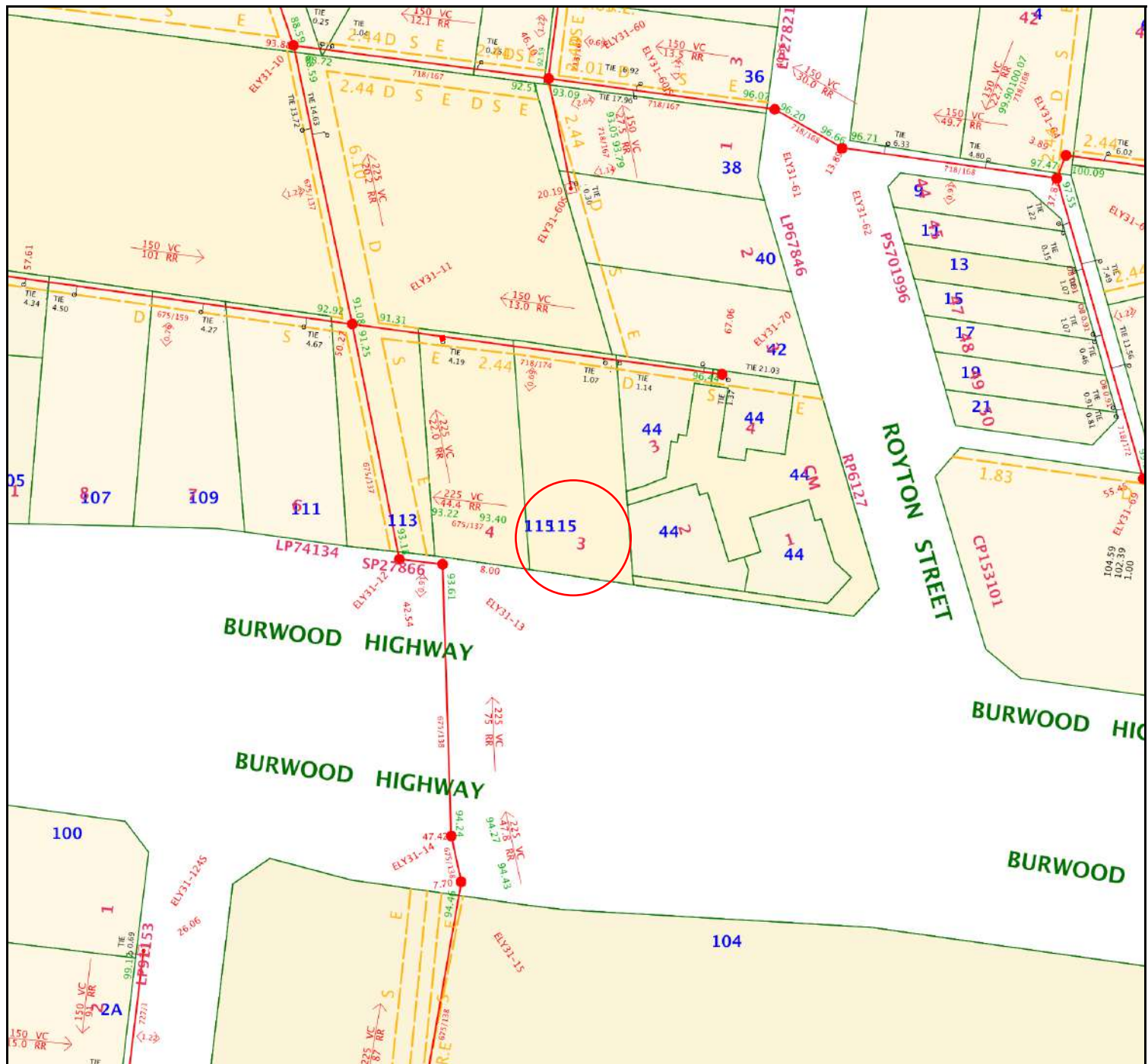
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: VC
Average Depth (m): 5.69
Branch Length (m): 0.91

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

YVW Ref: 1243687



Yarra Valley Water **Sewer Branch** **Asset Map**

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 18/11/2019

Scale 1:1000



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

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

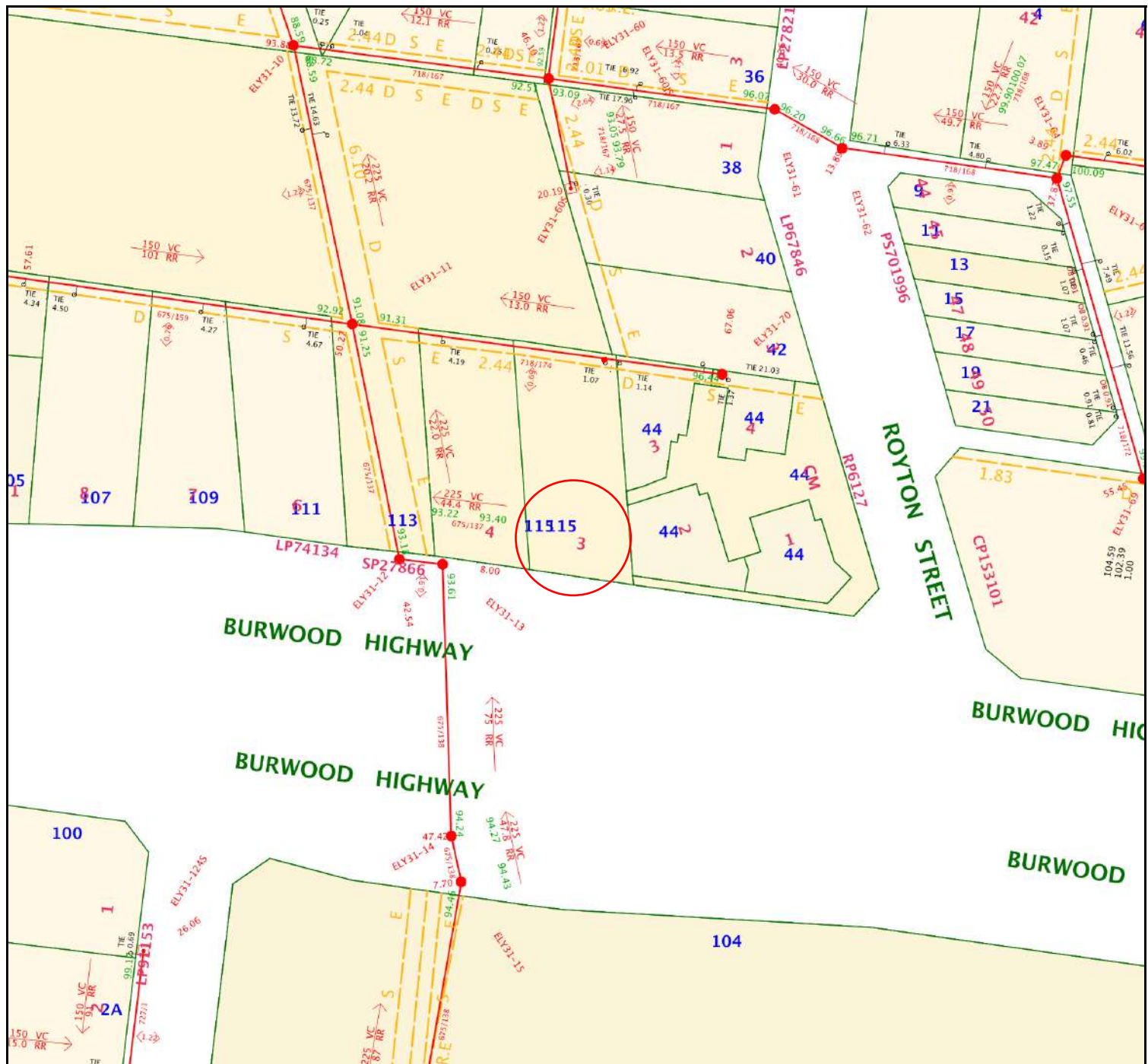
Abbreviation Pipe Material

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

ASSET DETAILS

Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.25
Branch Length (m): 1.12

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 1243687



Yarra Valley Water **Sewer Branch** **Asset Map**

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date	18/11/2019
Scale	1:1000



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

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

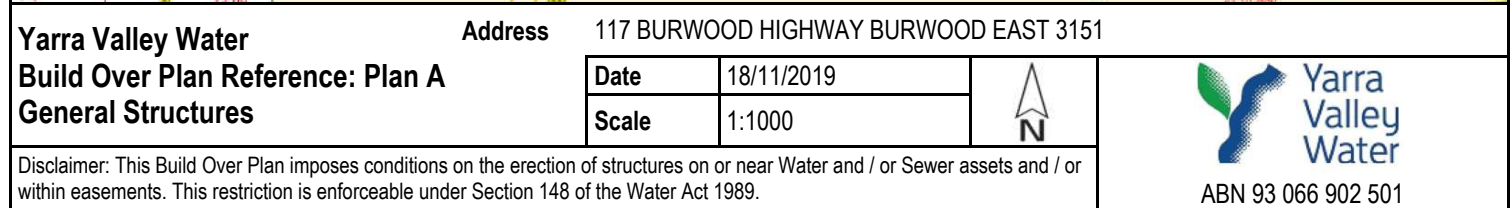
Abbreviation Pipe Material

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

ASSET DETAILS

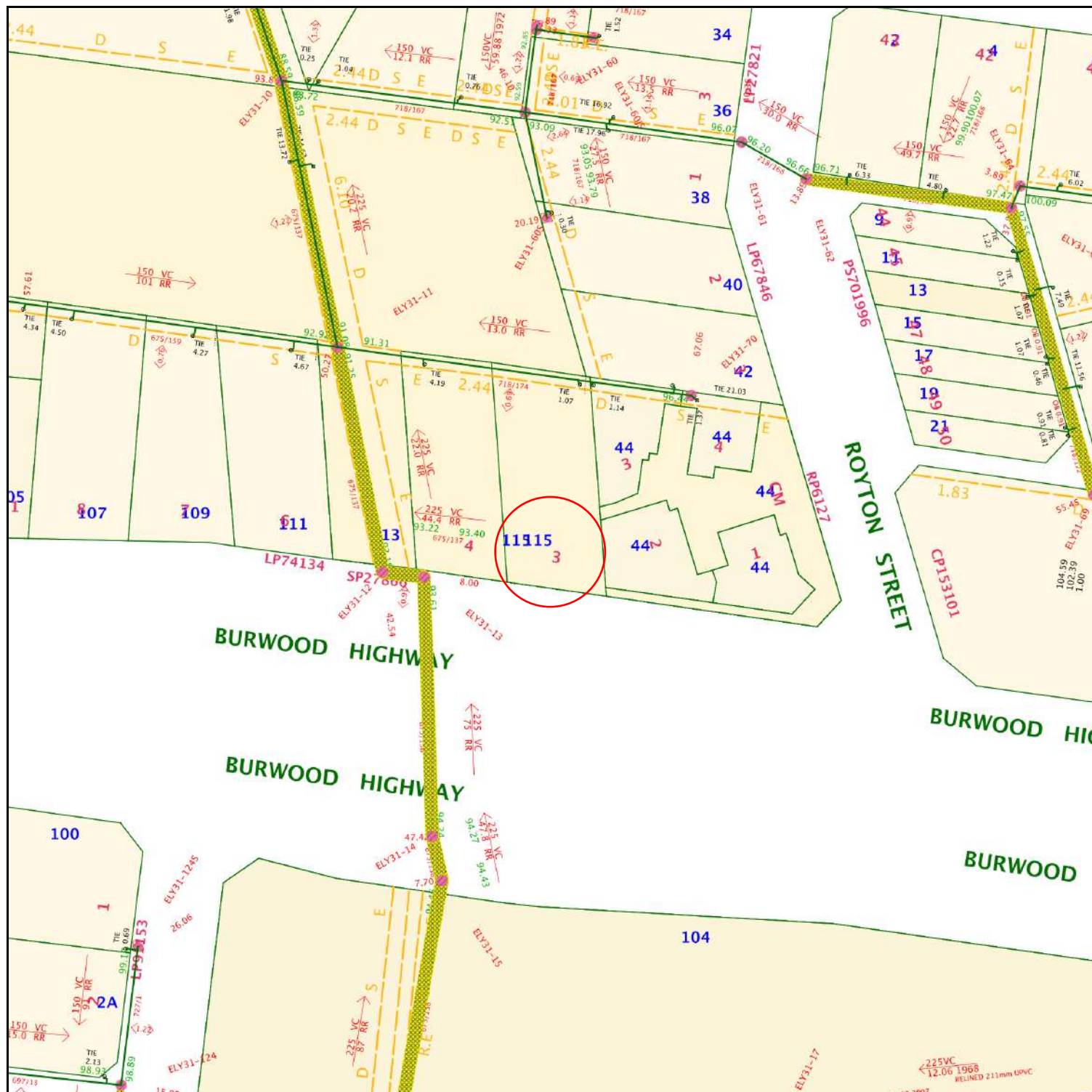
Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.45
Branch Length (m): 0.91

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 1243687



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

57 of 71



Yarra Valley Water

Build Over Plan Reference: Plan D

General Structures

Address 117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 18/11/2019

Scale 1:1000



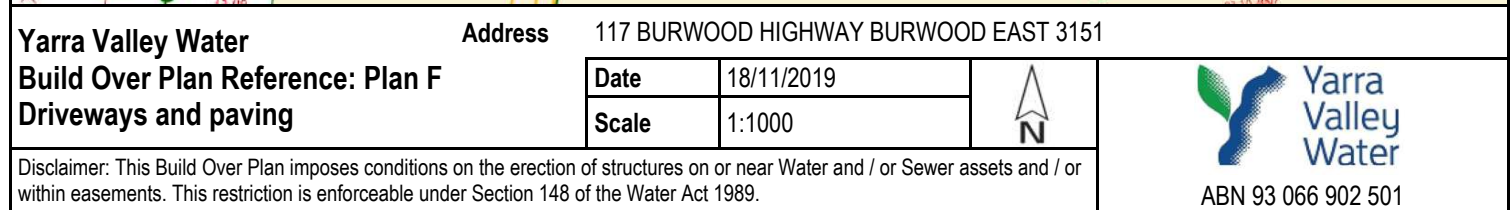
ABN 93 066 902 501

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

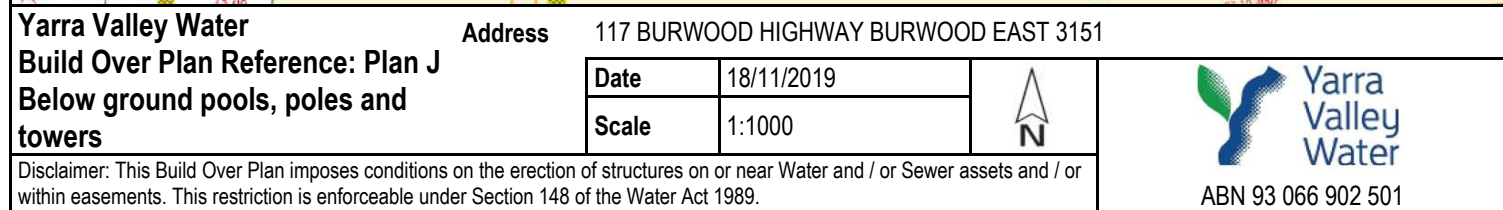
Yarra Valley Water Application ID: 423238

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

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

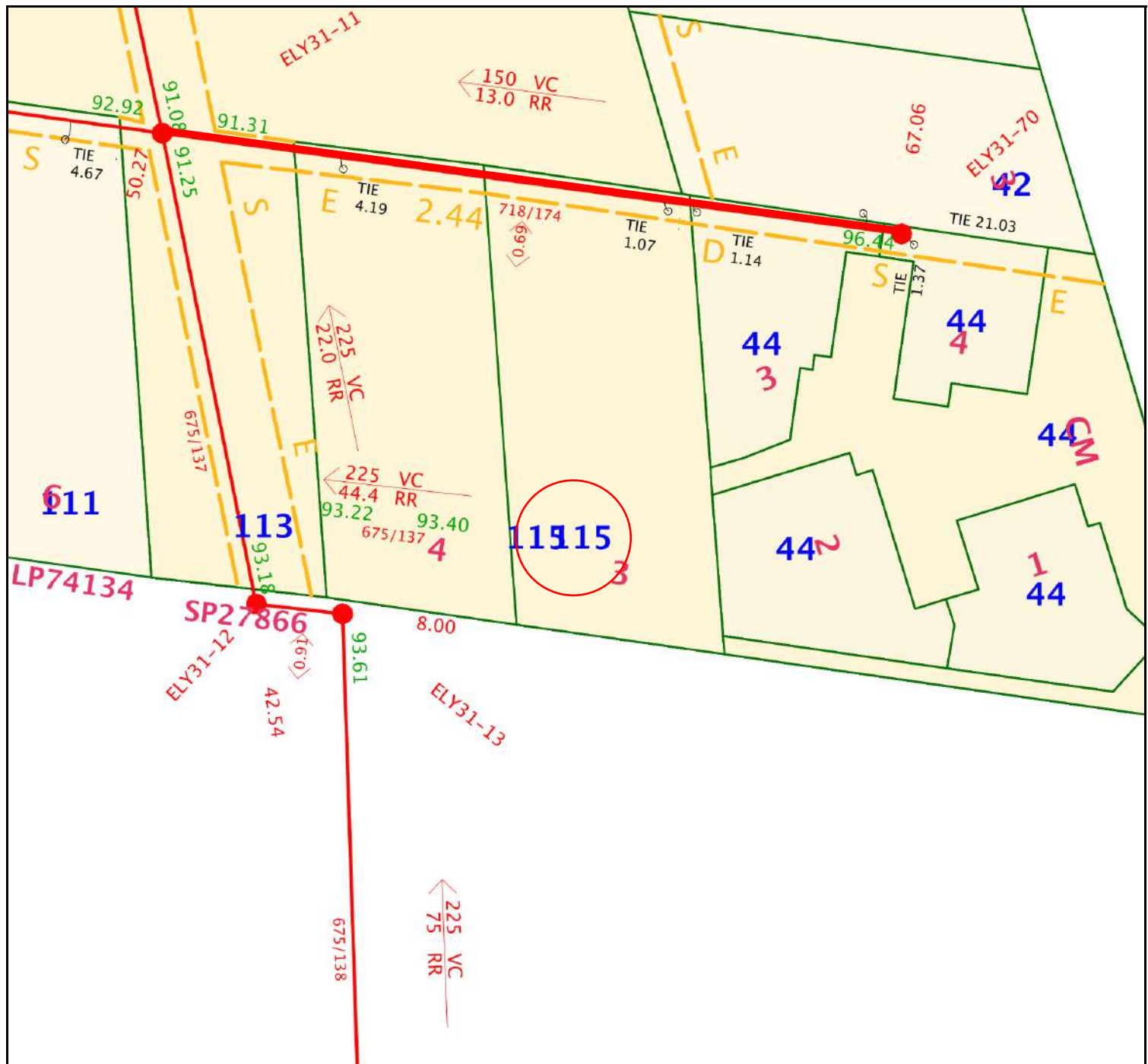


This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.



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LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
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**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address

115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date

18/11/2019

Scale

1:500



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

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

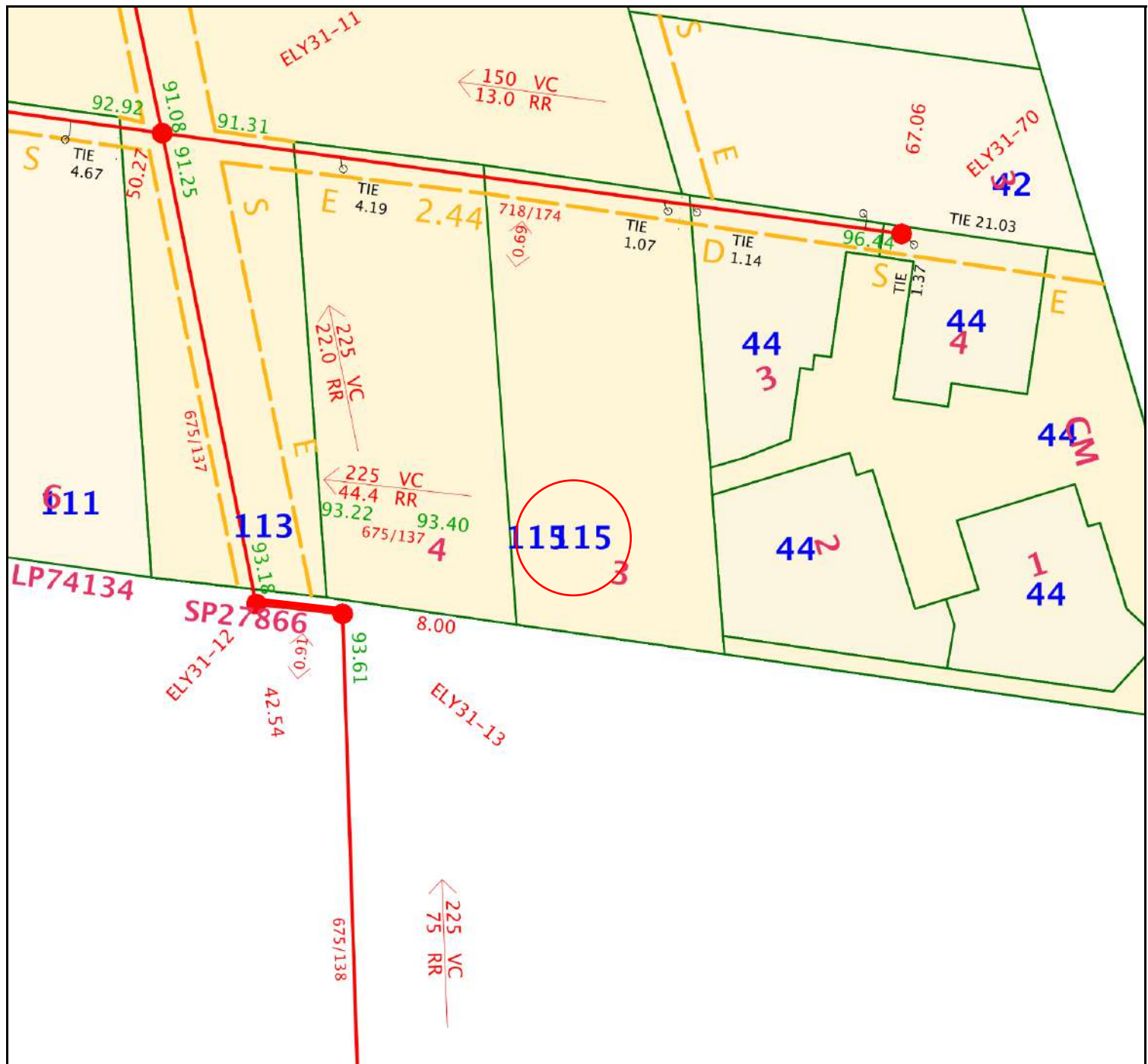
VC	VITREOUS CLAY
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PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: VC
Average Depth (m): 2.87
Branch Length (m): 1.12

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

YVW Ref: 1243686



**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address

115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date

18/11/2019

Scale

1:500



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

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

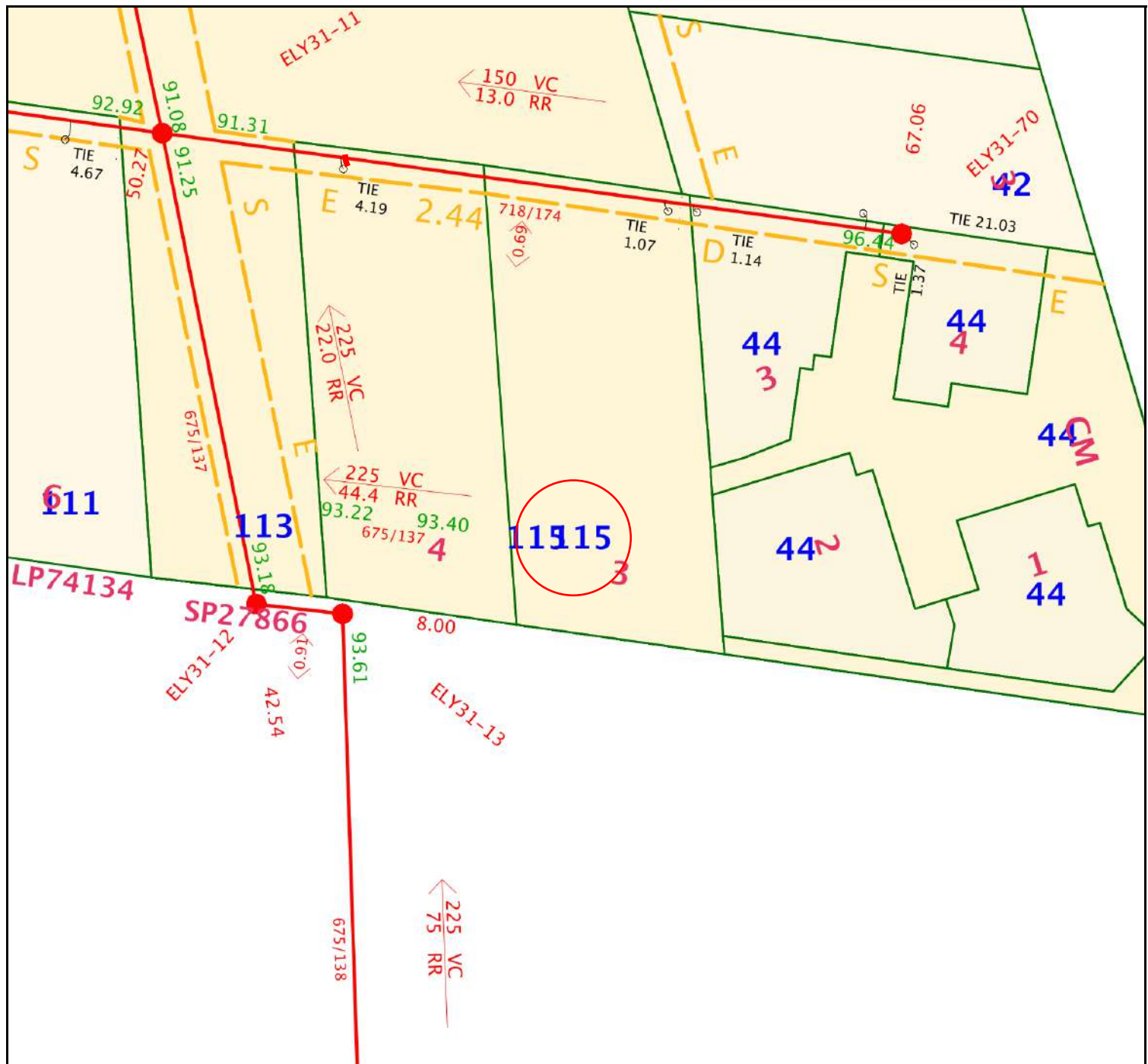
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PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: VC
Average Depth (m): 5.69
Branch Length (m): 1.12

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

YVW Ref: 1243686



**Yarra Valley Water
Sewer Branch
Asset Map**

Address

115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date 18/11/2019

Scale 1:500



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

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

Abbreviation Pipe Material

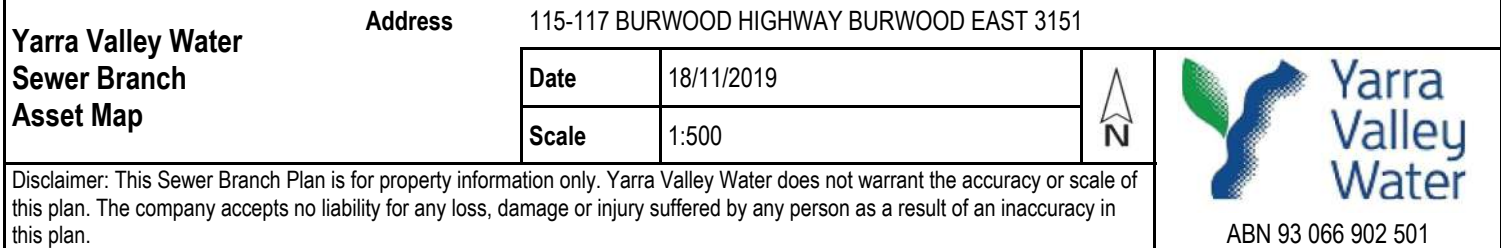
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PVC-PW	UPVC - Profile Wall
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PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

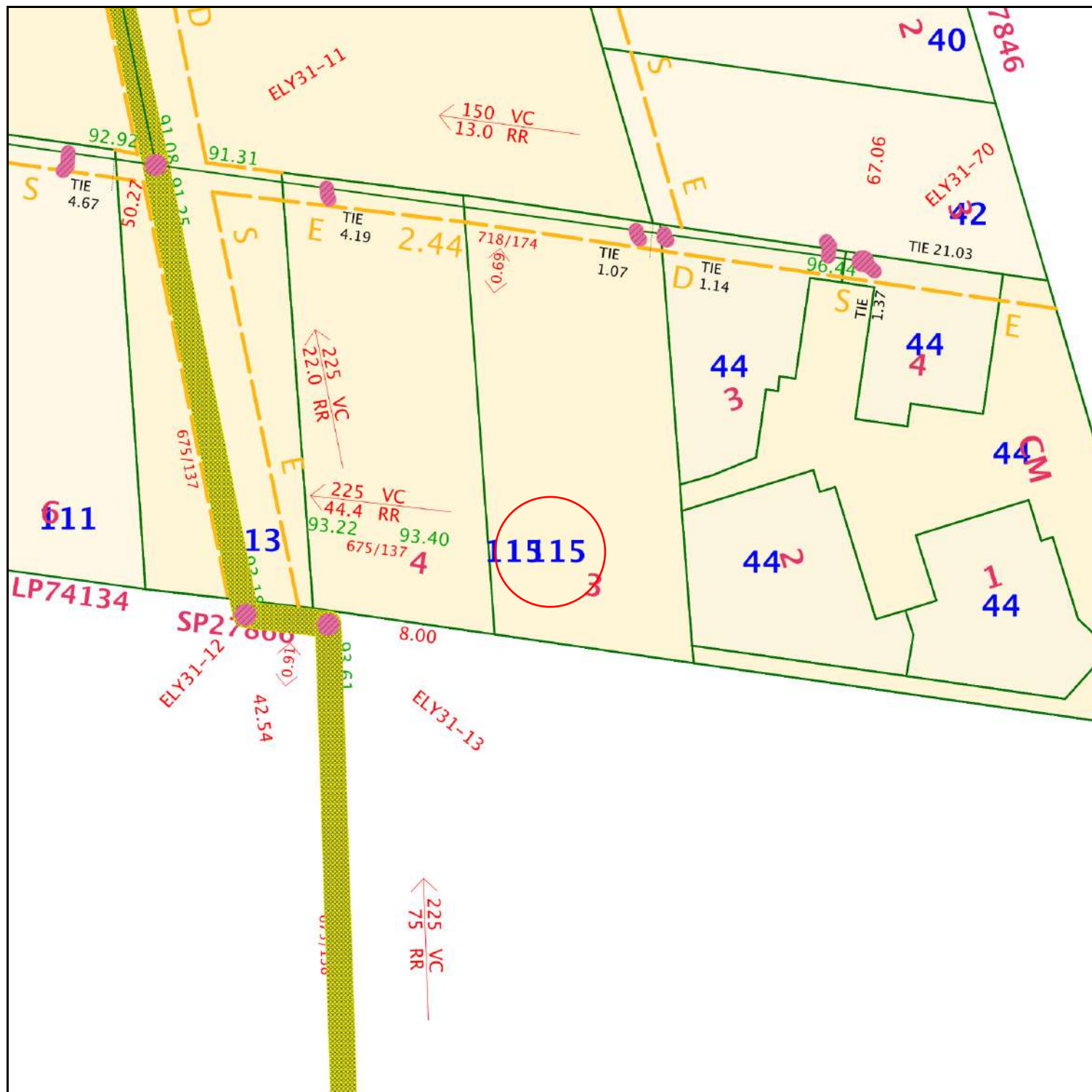
ASSET DETAILS

Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.25
Branch Length (m): 1.12

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

YVW Ref: 1243686

64 of 71



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

Address 115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date	18/11/2019
Scale	1:500



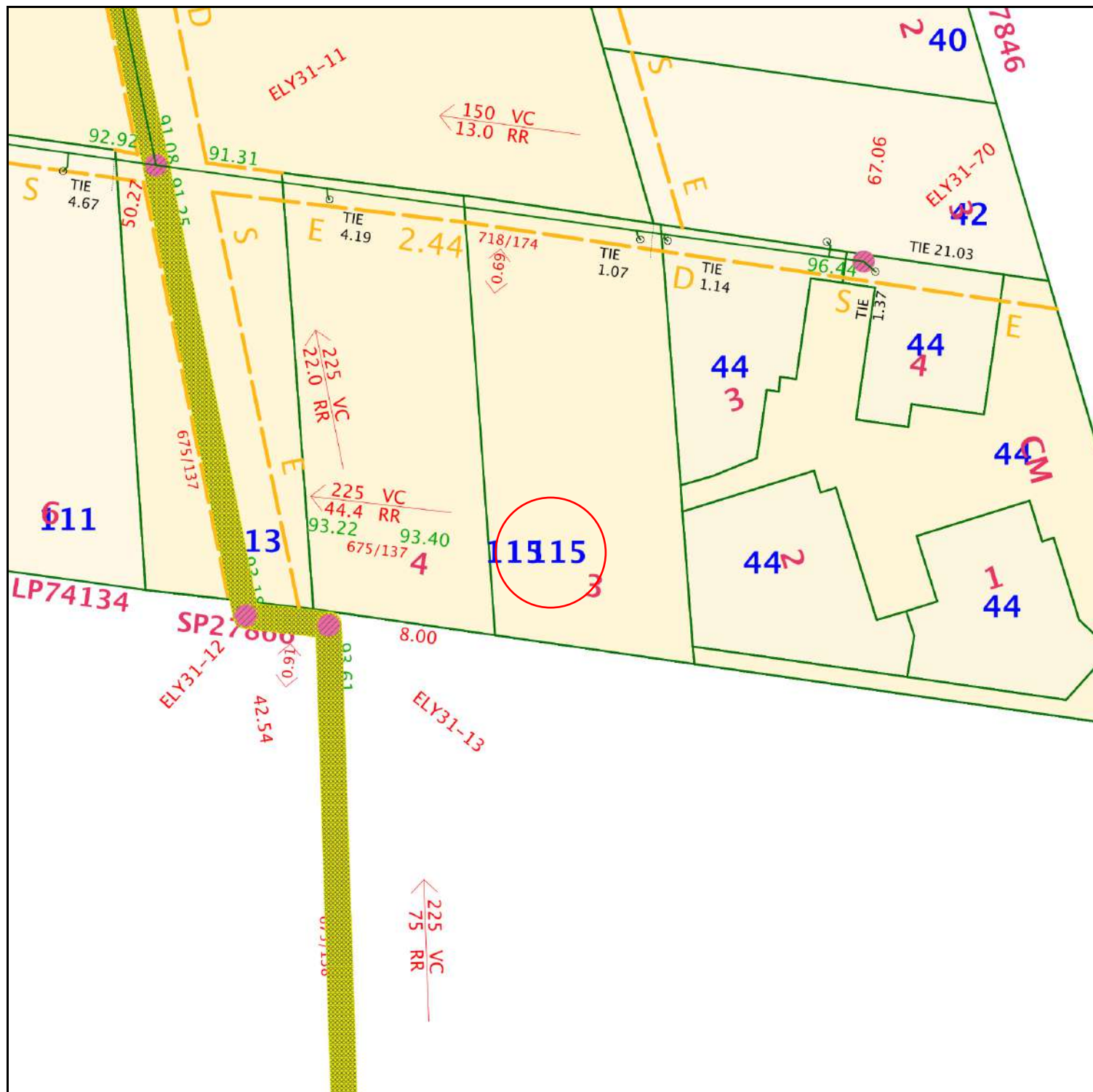
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 423238

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

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



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

Address 115-117 BURWOOD HIGHWAY BURWOOD EAST 3151

Date	18/11/2019
Scale	1:500



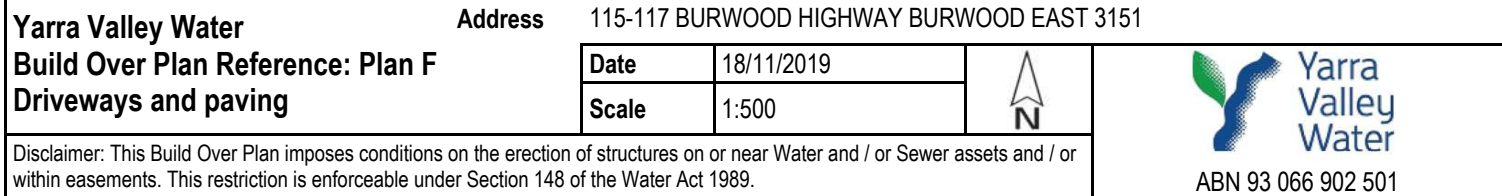
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 423238

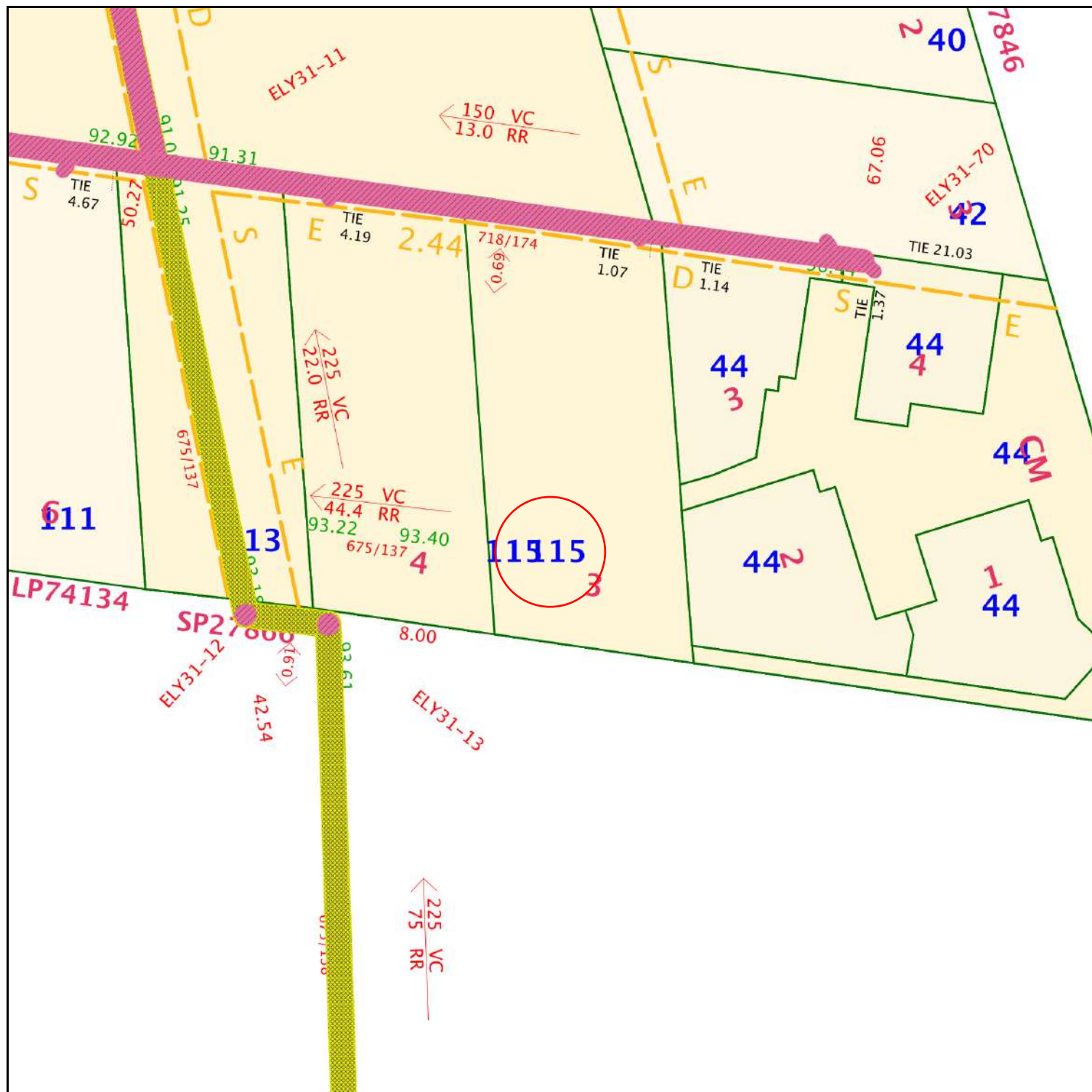
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Yarra Valley Water		Address 115-117 BURWOOD HIGHWAY BURWOOD EAST 3151			 Yarra Valley Water ABN 93 066 902 501
Build Over Plan Reference: Plan J		Date	18/11/2019		
Below ground pools, poles and towers		Scale	1:500		
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.					

Yarra Valley Water Application ID: 423238

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Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

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

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

RESPONSIBILITY OF SEWER CONNECTION POINTS

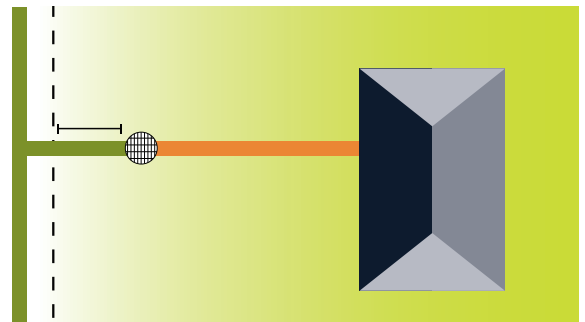


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

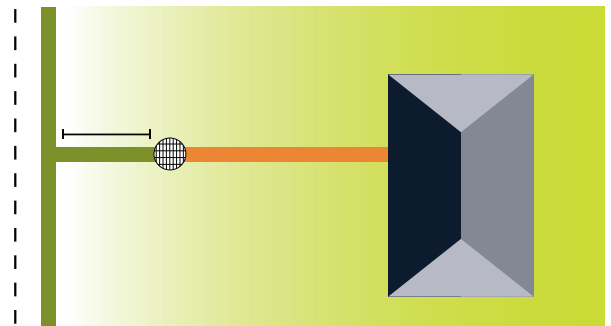
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

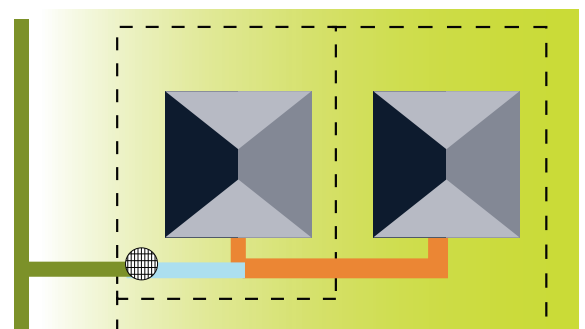
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility

- Boundary of property
- Inspection opening (may be below ground or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Vendor: Mehta

This certificate is issued for Lot 1 on Plan Number 832593D the postal address of which is:

115 Burwood Hwy BURWOOD EAST 3151 VIC

The current fees for Lot 1 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST \$	Total Amt. \$
Operating Levy					
01/06/2025	31/08/2025	27/05/2025	29/06/2025	0.00	781.57
Oper. Levy Adj 1/06/2025 - 31/08/2025		29/08/2025	01/09/2025		39.08
01/09/2025	30/11/2025	29/08/2025	29/09/2025	0.00	820.65
01/12/2025	28/02/2026	Not Issued	29/12/2025	0.00	820.65
01/03/2026	31/05/2026	Not Issued	29/03/2026	0.00	820.65

The current fees have been levied up until the:

30/11/2025

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

\$990.56

The following special fees or levies have been struck and are due and payable on the dates indicated:

<i>Date Levy Struck</i>	<i>Levy</i>	<i>Amount Levied \$</i>	<i>Amount Outstanding \$</i>
06/06/2025	Interest on Overdue Levies at 10.00 % pa (Calculated 06/06/2025)	0.33	0.33
02/07/2025	Interest on Overdue Levies at 10.00 % pa (Calculated 02/07/2025)	0.85	0.85
29/08/2025	Interest on Overdue Levies at 10.00 % pa (Calculated 29/08/2025)	3.09	3.09

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property.

At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	Strata Community Insurance Agencies Pty
Policy Type	Residential Strata
Policy Number	POL11074031
Notes	See full policy for further details
Refer to Policy	Refer to attached Policy for details

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 31/03/2025: \$31,644

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts:

Car Stacker Maintenance – Car Cram
FIP Monitoring Services - Romteck Grid Pty Ltd
Management Agreement - Dymond Cowan P/L
Passenger Lift Services - Schindler Lifts
Waste Collection Services - iDump

Agreements:

Caretaking (Cleaning and Gardening) services - Body Corporate Cleaning Services
ESM – Fire & Wire

Common Electricity - Origin Energy
Common Water – Yarra Valley Water

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.

Name of Manager: The Knight

Address of Manager: Level 1, 204 Balaclava Road CAULFIELD NORTH VIC 3161

Postal Address: P.O. Box 2202 CAULFIELD JUNCTION VIC 3161

Additional Information:

The purpose of Owners Corporation 1 PS832593D is to manage the land affected by the owners corporation (except the use of any common property affected by a limited owners corporation).

Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant.

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.



Signature of Registered Manager

Dated: 29th, August 2025

Full name: Achini Fernando On Behalf of Owners Corporation Plan (VIC) (Tier 3) 832593D

c/- The Knight

Address: P.O. Box 2202 CAULFIELD JUNCTION VIC 3161

Ph: 9509 3144

Email: theknight@theknight.com.au

Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:

1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation. If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation.

An Owners Corporation may be self-managed by the lot owners or professionally managed by an Owners Corporation manager. If an Owners Corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 832593D
115 Burwood Hwy BURWOOD EAST 3151 VIC
Lot Number: 1

Owner Details

Full Name of owner/s: _____

Address of owners/s: _____

Email Address: _____

Owner Telephone Details:

AH: _____ BH: _____ Mob: _____ Fax: _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ BH: _____ Mob: _____ Fax: _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	Owner	or	Agent (Please circle one)
Notices/Correspondence to:	Owner	or	Agent (Please circle one)

Date: _____ Signature of Owner/s: _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose **NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD)** as proof of settlement.
Mail: PO Box 2202, Caulfield Junction VIC 3161
Email: ownerupdates@theknight.com.au

***Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement.
Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.***

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*“(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*

(2) If an address in Australia has not been nominated under subsection (1), service may be effected-

(a) By posting the notice to the last known address of the lot owner in Australia; or

(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate”

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.



NOTICE OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. 832593D

115-117 Burwood Highway BURWOOD EAST VIC 3151

Notice is hereby given to all owners that the Annual General Meeting is to be held on Monday, June 23, 2025 to commence at 5:00 PM via

Join Zoom Meeting

<https://us02web.zoom.us/j/81236790968?pwd=sFDNk76aWJu4Rp4b0Sa75pS8XM8IPY.1>

Meeting ID: 812 3679 0968

Passcode: 985988

AGENDA

Any reference to the 'Act' in this document means the Owners Corporations Act 2006.

Please refer to the Explanatory Schedule for further details of any items marked with an asterisk (*).

Acknowledgement of Country

The Knight would like to acknowledge the Traditional Owners of Country throughout Australia and recognise their continuing connection to land, waters and culture. We pay our respects to their Elders past and present.

1. Commencement of Meeting

1.1 Commencement of Meeting

2. Registration

2.1 Lot Owners Present

2.2 Proxy Holders Present*

2.3 Quorum*

2.4 Apologies Received

2.5 In Attendance

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

Please refer to the explanatory notes for further details.

***Motion:** 'That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.'*

3.2 Appointment of Meeting Chairperson* (s79 of the Act)

A Chairperson for the meeting is to be appointed.

3.3 Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

It is noted that the minutes of the previous Annual General Meeting held on 12/08/2024 were circulated with the meeting documentation.

Motion: *'That the minutes of the previous Annual General Meeting held on 12/08/2024 be confirmed as a true and accurate record of that meeting.'*

4. Reports

4.1 Presentation of the Committee of Management Report (s115 of the Act)

The report will be tabled at the meeting.

4.2 Presentation of the Owners Corporation Manager's Report (s126 of the Act)

A copy of the Owners Corporation Managers report has been included with the meeting documentation.

5. Financial Matters

5.1 Financial Statements (s34 of the Act)

It is to be noted that the financial statements for the period 01/04/2024 - 31/03/2025 have been approved by the Committee of Management and therefore the statements are to be ratified by the meeting.

Motion: *'That the financial statements for the period 01/04/2024 - 31/03/2025 be approved.'*

5.2 Annual Budget and Levies (s23 of the Act)

Motion: *'That the annual budget and levies for the period 01/04/2025 - 31/03/2026, as circulated with the meeting documentation, be approved.'*

5.3 Annual Operating Levy

As per the enclosed budget document the Annual Operating Levy is \$99,815.00.

Compared to the previous financial year the levy increased by 11.84%.

5.4 Long Term Maintenance Levy

5.5 Charging of Penalty Interest

Motion: *'That the Owners Corporation charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules.'*

5.6 Delegation to Waive Penalty Interest

Motion: *'That the Owners Corporation delegate authority to the Owners Corporation Manager to waive interest accrued to an individual under \$50 upon review of the debtor's circumstances. In cases of repeat arrears, the matter will be referred to the committee before any penalty interest is removed.'*

5.7 Recovery of Costs

The Knight suggests that the Owners Corporation passes the motion below. The presumption is that no Lot owner would want to contribute to a cost which is the result of another Lot owners' or occupiers' negligence.

Motion: *'That any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'*

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*

Details of the insurance policy taken out by the Owners Corporation were circulated with the meeting documentation and are available to view on the portal.

Note: Dymond Cowan Pty Ltd, trading as The Knight Alliance, are a minor shareholder in Resolute Property Protect and may receive an annual dividend depending on business performance.

6.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)

The last valuation was undertaken on the [LAST_BUILD_VALUATION].

Motion: *'That the Owners Corporation obtain a valuation of the reinstatement and replacement cost of the building(s) and for the insurance cover to be adjusted in line with the new valuation.'*

6.3 Standing Direction Order for Future Insurance Renewals

The Owners Corporation is to consider the following proposed motions and determine whether they wish to pass one of the options.

Motion: *(Refer below)*

Proposed Motion No.1 (Standing direction with current sums insured):

'That the Owners Corporation provide The Knight a standing direction order to automatically renew the Owners Corporation insurance policy annually with the insurance company that is recommended by the Insurance Broker with the same policy benefits at the current sums insured.'

Proposed Motion No. 2 (Standing direction with sums recommended by insurance broker):

'That the Owners Corporation provide The Knight a standing direction order to automatically renew the Owners Corporation insurance policy annually with the insurance company that is recommended by the Insurance Broker as well as policy categories and sums insured as recommended by the Broker.'

Proposed Motion No. 3 (No standing direction with Committee):

'That the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, The Knight will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.'

7. Committee of Management* (s100 of the Act)

7.1 Number of Committee Members

A committee of an owners corporation must have at least three (3) and not more than seven (7) members. Section 103 (1)

Motion: *'That the Owners Corporation determine the maximum number of members to be elected onto the Committee of Management.'*

7.2 Election of Committee

Motion: *'That the Owners Corporation elect the named nominees onto the Committee of Management.'*

7.3 Committee of Management Meeting

Motion: *Subject to a Committee being elected, a meeting of the Committee is to take place for the sole purpose of electing a Chairperson and Secretary for the Owners Corporation.*

It is to be decided whether the General Meeting is to be adjourned for the meeting to take place, whether the meeting is to be held at the completion of the AGM or whether the meeting is to be held at a later date.

7.4 Election of Chairperson (s98 of the Act)

If a Committee of Management has not been elected the Owners Corporation must elect a Chairperson.

7.5 Election of Secretary (s99 of the Act)

If a Committee of Management has not been elected the Owners Corporation may elect a Secretary of the Owners Corporation.

8. Governance

8.1 Owners Corporation Management Contract

***Motion:** It is to be noted that the Contract of Appointment has previously been approved by the Committee of Management.*

8.2 Occupational Health & Safety Audit*

It was noted that the Owners Corporation has not undertaken an Occupational Health & Safety audit.

***Motion:** It is to be noted that the Owners Corporation has not undertaken an Occupational Health & Safety audit.*

'That the Owners Corporation obtain two quotations for an Occupational Health & Safety audit and that the Owners Corporation Manager be authorised to proceed with the most appropriate quotation.'

8.3 Asbestos Risk Management*

It was noted that an asbestos risk assessment of common areas has not been undertaken.

***Motion:** It is to be noted that an asbestos risk assessment of common areas has not been undertaken.*

'That the Owners Corporation obtain two quotations for an asbestos assessment of Common areas and that the Owners Corporation Manager be authorised to proceed with the most appropriate quotation.'

8.4 Use of Owners Corporation Common Seal (s18a of the Act)

As per section 18a, an OC is not required to have or use a common seal.

***Motion:** 'To resolve that the common seal is no longer required and can be destroyed.'*

It is noted that there has not been a resolution to authorise the use of the Owners Corporation common seal since the last AGM.

9. General Business

Nil general business

10. Next Annual General Meeting

10.1 Next Annual General Meeting

A date for the next Annual General Meeting is to be set. The Knight recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.

11. Close of Meeting

11.1 Close of Meeting

Meeting is to be closed.

Attachments

Explanatory Notes

Owners Corporation Manager's Report
Previous Meeting Minutes
Financials
Insurance Information
Owners Corporation Committee Nomination Form
Owners Corporation Proxy Form
The Knight - My Property Portal Flyer

Achini Fernando
Owners Corporation Manager
The Knight
For and on behalf of Plan 832593D
T: (03) 9509 3144
E: achini@theknight.com.au

Explanatory Notes

Proxy Holders Present* (refer agenda item no. 2.2)

A Lot owner has the right to appoint a proxy to attend, speak or vote on their behalf at a General Meeting for an Owners Corporation and to represent them on the Committee of Management. The proxy must be in writing on the prescribed Owners Corporation form. It is to be noted that an existing proxy cannot appoint someone else to act as their proxy.

A person who is not a lot owner and who holds a proxy for a lot owner may not vote on matters affecting themselves relating to:

- The delegation of powers & functions under section 11 of the Owners Corporations Act 2006; or
- The appointment, payment or removal of a manager under Part 6 of the Owners Corporations Act 2006.

A person must not vote as a proxy on behalf of more than 5% of the lot owners if there are more than 20 occupiable lots on the plan of subdivision. If there are 20 or less occupiable lots a person may not vote as proxy on behalf of more than one lot owner. These restrictions do not apply if the person authorised to vote is a member of the owner's family.

Quorum* (refer agenda item no. 2.3)

A quorum for an AGM is at least 50% of the total votes or if 50% of the total votes is not available the quorum is at least 50% of the total lot entitlement.

If there is no quorum an AGM may proceed however all resolutions are deemed interim resolutions. Given that the AGM minutes (which are to include notice of the interim resolutions) are forwarded to Lot owners within 14 days of the meeting, the interim resolutions become resolutions –

- 29 days from the date of the interim resolution; or
- If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only confirmed at that meeting; or
- If notice of a special general meeting is given within 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Adoption of Meeting Rules* (refer agenda item no. 3.1)

If the meeting is to be held via any Video Conference (VC) platform, the below rules apply:

1. After registration is complete, all Attendees will remain on Mute and use Raise Hand function to get the attention of the Chairperson
2. Where appropriate, voting may be processed through the VC platforms internal polling functions.
3. Meetings may be recorded for the purpose of accuracy and minute taking
4. The host of the meeting reserves the right to eject unruly members from the meeting
5. Any inappropriate content being shared across the VC platform will lead to removal from the meeting.
6. If necessary, any voting that cannot be completed in the VC platform will be undertaken by postal/electronic ballot and results posted via the Minutes of the Meeting.
7. For efficiency sake, it is requested that any proxies are sent to the OC Manager at least 24 hours before the meeting commences to allow processing.

Other standard meeting rules apply;

- The meeting will commence at the appointed time and will be conducted expeditiously
- Mobile phones to be switched to 'silent'
- Voting to be conducted in accordance with the Owners Corporations Act 2006

Rules of debate:

1. If a member wishes to speak in debate, they should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first.

2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned:

a) Amendment

- i) The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate.
- ii) If an amendment is lost and no further amendment is proposed, the original motion stands.
- iii) A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion.

(b) Adjournment

- i) of the debate.
- ii) of the meeting.

3. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first.

4. The Chairperson can decide all questions on 'point of order', subject to an appeal to the meeting. However, there is no debate on 'points of order'.

5. Attention can be drawn to a 'point of order' if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The 'point of order' must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the 'point of order'.

6. If a member thinks a speaker has misrepresented them, they can, with the consent of the Chairperson, ask for a point of explanation.

Appointment of Meeting Chairperson* (s79 of the Act) (refer agenda item no. 3.2)

Lot owners present at a General Meeting may elect a Lot owner or Manager of the Owners Corporation to chair the meeting.

If the Owners Corporation Chairperson is present at the meeting and an election has not been made, the Owners Corporation Chairperson chairs the meeting.

Financial Statements (s34 of the Act) (refer agenda item no. 5.1)

If a Lot representative has queries relating to the Financial Statements they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM.

Annual Budget and Levies (s23 of the Act) (refer agenda item no. 5.2)

If a Lot representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM.

The Knight recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure. The Knight also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items.

Charging of Penalty Interest (refer agenda item no. 5.5)

Owners Corporation Invoices are payable within 28 days from the 'Date of Notice' as displayed on the Fee Notice. Interest will be charged at the applicable interest rate from the 'Date of Notice' if payment of charges on the fee notice are not received by the due date.

Building Reinstatement and Replacement Cost Valuation* (s65 of the Act) (refer agenda item no. 6.2)

It is to be noted that all Owners Corporations must obtain a valuation of all buildings that it is liable to insure at least every 5 years. The Knight however recommends that every Owners Corporation undertakes a valuation every 3 years to minimise the risk of being under insured. This does not apply to tier 5 Owners Corporations (A tier 5 Owners Corporation is a 2 lot subdivision or services only Owners Corporation).

Committee of Management* (s100 of the Act) (refer agenda item no. 7.)

Should a Lot representative wish to nominate for the Committee of Management The Knight requests that a completed Committee of Management nomination form is returned to the Owners Corporation Manager no later than 5 business days before the AGM.

Section 103(7) of the Owners Corporations Act 2006 states that if a Lot owner is in arrears for any amount of fees or other amount owed to the Owners Corporation, then the lot owner or a proxy for the lot owner is not eligible to be elected as a member of the committee.

For reasons of effectiveness and efficiency The Knight and Strata Community Association recommend that a Committee of Management has a maximum of 7 members.

Section 11(5) of the Owners Corporations Act 2006 states that if no delegation is in force under subsection 11(2)(a), the Committee is delegated all powers and functions that may be exercised by the Owners Corporation except for powers and functions set out in subsection 11(3) and those matters which must be determined at a General Meeting under Section 82.

Occupational Health & Safety Audit* (refer agenda item no. 8.2)

In accordance with the Occupational Health & Safety Act 2004 each Lot owner is responsible to report any Occupational Health & Safety issues immediately to the Building Manager (if applicable) or the Owners Corporation Manager.

Asbestos Risk Management* (refer agenda item no. 8.3)

It is to be noted that section 4.3.20(1) of the OH&S Regulations 2007 states the following:

1) A person who manages or controls a workplace must, so far as is reasonably practicable, identify all asbestos present that is under the person's management or control.

The common areas of a building are a workplace for Owners Corporation contractors (e.g. cleaners, gardeners) and therefore the Owners Corporation is obligated to identify whether asbestos is located in common areas.



OWNERS CORPORATION MANAGER'S REPORT OWNERS CORPORATION PLAN NO. 832593D

Introduction

Established in 1995, The Knight specialises in the management of Owners Corporations throughout Victoria. Today, The Knight manages over 400 Owners Corporations and employs a team of more than 50 staff to ensure that it delivers you a successful Owners Corporation management service.

The role of an Owners Corporation Manager is to undertake administrative, financial, and secretarial duties amongst other tasks such as facilitating debt collection and providing advice on Owners Corporation legislative requirements to the Owners Corporation, in particular the Committee of Management.

At The Knight our mission is to be your trusted partner. An apartment building is home to a community of residents and a significant investment for owners. Therefore, everything we do is to ensure that residents enjoy living in the building and owners are satisfied that their asset is being protected.

Our Managers are supported by both an Assistant and an Accountant for each property. This is in addition to our other support staff who assist with Insurance Claims, Debt Recovery, Key Requests, Accounts Payable enquiries to name but a few.

The Owners Corporation Management team specific to your property is as follows:

Owners Corporation Manager: Achini Fernando

Assistant Owners Corporation Manager: Dione Seoud

Owners Corporation Accounts Manager: Tuan Nguyen

Financial Position

The figures below represent key financial data of the Owners Corporation as at the end of its financial year.

Annual Operating Fund

Annual Operating Fund for the period 01/04/2024 - 31/03/2025

Annual Revenue	\$90,091.24
Expenditure	\$91,374.79
Deficit	\$1,283.55

Current Term Deposits

There are no active Term Deposits

Owners Corporation Fees

Section 29(4) of the Owners Corporations Act 2006 requires that a report is provided to the Annual General Meeting on whether the Owners Corporation made any decision to waive or not waive the payment of penalty interest. Report as follows:

<i>Lot</i>	<i>Amount \$</i>	<i>Waived/Not Waived</i>	<i>Reasons for Decision</i>
15	3.86	Waived	

Dispute Resolution

The Owners Corporations Act 2006 'Act' provides for the management, powers and functions of Owners Corporations. An Owners Corporation has the power to make rules for the purpose of the control, management, administration, use or enjoyment of the common property or of a Lot.

In the interest of maintaining a peaceful and enjoyable living environment the Owners Corporation rules must be followed. A copy of the Owners Corporation rules can be downloaded from your property portal on The Knight website www.theknight.com.au

Section 159 of the Owners Corporations Act 2006 requires that the Owners Corporation provides a report to the AGM on complaints received in the approved form and what action was taken under Part 10, Division 1 of the 'Act'. Report as follows:

There are no Dispute Resolution items to report

Manager's Activities & Highlights

Since the previous Annual General Meeting The Knight has worked closely with the current Committee, meeting with them on a number of occasions and communicating regularly by phone and email.

The Knight would like to extend a thank you to all the Committee Members who have voluntarily contributed their time and effort to assist with governing the operation of the Owners Corporation.

Activities carried out by The Knight since the previous AGM include:

- Secretarial tasks such as convening meetings, preparing meeting agendas and minutes.
- Financial tasks such as preparing and presenting financial statements.
- Administrative tasks such as obtaining quotes, issuing work orders, paying contractors.

The Knight's Management contract with your Owners Corporation expires on [CONTRACT_EXPIRY_DATE].

Insurance

Lot owners are reminded that insurance cover taken out by an Owners Corporation typically does not cover fittings (including carpets, light fittings and window furnishings), private contents and public liability for individual Lots. The Knight therefore strongly suggest that Lot owners seek advice on insurance to cover issues that may arise within their Lot.

A copy of the Financial Services Guide (if applicable) can be downloaded here: <https://www.theknight.com.au/assets/Uploads/ResolutePropertyProtect-FSG2022.pdf>. The Product

Disclosure Statement for the insurance taken out by the Owners Corporation can be downloaded from the 'My Property' login section on The Knight's website (www.theknight.com.au).

If a Lot owner wishes to make a claim against the insurance taken out by the Owners Corporation they generally will be responsible for paying the policy excess. Please refer to the insurance policy details that advises the insurance excess amount. In order to submit an insurance claim please download a claim form from The Knight website, complete and submit to The Knight's insurance department: insurance@theknight.com.au.

Please note that any insurance advice offered by The Knight is of general nature only.

We wish to make note that The Knight has professional indemnity insurance cover up to \$10,000,000 (Aggregate limit) in accordance with section 119(5) of the Act.

Name of Insurer: Chubb Insurance Australia Limited

Name of policy holder: Dymond Cowan Pty Ltd

Policy Number: 93308291

Date policy commenced: 18/06/2024

Date policy expires: 18/06/2025

Disclosure of commission

The Knight takes an insurance commission of no more than 20% of the base premium. The details are: Policy No. TBA Amount. \$2,041.20. Received. 05/08/2024 inc GST.

Lot Owner Responsibility

Lot owners are reminded that any equipment and services located within their Lot is their responsibility to maintain and not the responsibility of the Owners Corporation.

It is therefore suggested that Lot owners ensure that they attend to the inspection and testing of Essential Safety Measures (i.e. fire equipment, fire doors) in accordance with relevant regulations as well as arranging maintenance of equipment and services (i.e. temperature/pressure reduction valves, air conditioning filters) located within their Lot.

The Knight Initiatives

My Property Portal

Lot owners can log in to a secure portal via the 'My Property Login' button on The Knight's website (www.theknight.com.au). The portal allows Lot owners to perform various tasks which includes updating their contact details, viewing payment history and downloading various documents specific to their property. Owners need to register an account to access the portal, for instructions, head to www.theknight.com.au/my-property-portal

The Knight News

The Knight issues a bi-monthly newsletter that includes updates on The Knight and the Owners Corporation industry. To sign up to the newsletter please visit The Knight's website (www.theknight.com.au) and enter your email in the form on our home page.

Commitment to Sustainability

The Knight is a Climate Active certified carbon-neutral organisation. We are taking active steps to reduce the carbon emissions of our operations, and offsetting what we can't eliminate via reforestation programs in Papua New Guinea. As a client of The Knight, you are directly supporting climate leadership and action.

Community & Sustainability Grants

We offer grants to Owners Corporations looking to implement community-building or sustainability initiatives at their property. Successful applicants will be provided up to \$1,000 towards the implementation of their idea. Applications open in August each year, subscribe to our newsletter, or follow us on socials to be reminded.

Our Australian Knight Award

Each year, we select our 'Australian Knight'; a staff-voted charity that displays the traits of a knight such as bravery, selflessness, and leadership. The Knight donates \$10,000 to the recipient. Recent recipients include the Dylan Alcott Foundation, Happy Boxes Project, and Backpacks 4 VIC Kids. To suggest a worthy recipient, email community@theknight.com.au

An Evening with The Knight

The Knight host an annual information evening to provide training and important industry updates to our clients. We ensure owners are abreast of changes to the legislation, and other crucial topics such as insurance, cladding rectification and other defects remediation.

Industry Involvement

The Knight is committed to improving the professionalism of the industry and therefore is a member of the peak industry body Strata Community Association Victoria (SCA VIC). Several of our staff volunteer their time to assist SCA. We also contribute to industry publications and media about strata to improve knowledge of the industry across the board.

Follow us on Socials.

For more regular industry and company updates, plus useful articles, educational content and event invitations, you can follow The Knight on your preferred social media platform.

Feedback and Suggestions

The Knight welcomes your feedback and suggestions. If you wish to provide feedback or suggestions we ask that you email theknight@theknight.com.au and it will then be forwarded to the appropriate person internally.

Achini Fernando
Owners Corporation Manager
The Knight
For and on behalf of Plan 832593D
T: (03) 9509 3144
E: achini@theknight.com.au



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced: 12/09/2022 12:12:47 PM

Dealing Number: OC048036J

Status: Registered

Date and Time Lodged: 11/05/2020 12:08:02 PM

Responsible Subscriber: STEFANIE DONNA SUMMERS

Customer Code: 20126M

Reference: AHC - DESAI

OWNERS CORPORATION ADDITIONAL INFORMATION ACCOMPANYING A PLAN UNLIMITED OWNERS CORPORATION

Applicant(s):

DESAI DEVELOPERS PTY LTD (ACN/ARBN: 169083612)

UNIT 1 25 BARLYN ROAD MOUNT WAVERLEY VIC 3149

Plan Number:

PS832593D

Owners Corporation Number:

1

Owners Corporation postal address for service of notices (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011):
11 MAITLAND AVENUE KINGSFORD NSW 2032

The purposes of the Owners Corporation (Section 27B(2) Subdivision Act 1988) are:

The purpose of Owners Corporation 1 PS832593D is to manage the land affected by the owners corporation (except the use of any common property affected by a limited owners corporation).

The basis for the allocation of lot entitlement and lot liability (Section 27F(2)(a) Subdivision Act 1988) is:

In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

the owners corporation.

In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the owners corporation.

Additional functions or obligations that are to be carried out or complied with by the unlimited Owners Corporation (Section 27C(4) Subdivision Act 1988) are:
Not applicable

Execution:

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

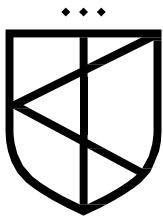
Executed on behalf of DESAI DEVELOPERS PTY LTD
Signer Name STEFANIE SUMMERS
Signer Organisation SDS CONVEYANCING SERVICES
Signer Role LICENSED CONVEYANCER
Execution Date 08 May 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity
& results.

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This rule does not apply to-
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

1.4 Smoke penetration

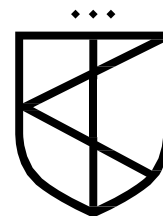
A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street



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

2 Committees & Sub-Committees

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

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

3 Management & Administration

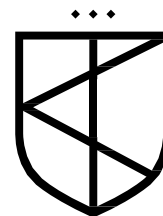
3.1 Metering of services and apportionment of costs of services

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Sub rule (2) does not apply if the concession or rebate –
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of Common Property

4.1 Use of Common Property

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



- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property
- (3) An approval under sub-rule (2) may state a period for which the approval is granted
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools."

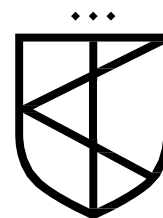
4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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



- (3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

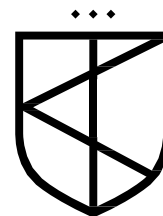
An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.



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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

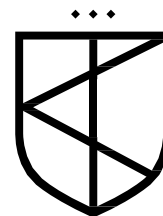
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise & other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

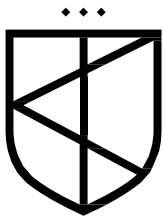
7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.



- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - (a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006
- (8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporation Act 2006.

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Subdivision (Body Corporate) Regulations 2001
S.R. No. 28/2001

SCHEDULE FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

STANDARD RULES

Insight, integrity
& results.

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
- (c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- (d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;
- (f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

Client:
OC832593
C/- The Knight
PO Box 678
MALVERN VIC 3144

Contact Details:
Account Manager: Hashi Pienko
Email: h.pienko@resolutepropertyprotect.com.au
Phone: 03 8646 0209

Policy Type: Residential Strata
Policy Number: TBA
Client Reference: VIC - 12344

Period of Insurance: From: 31/07/2024
To: 31/07/2025

This Transaction Effective 31/07/2024:
Transferred to SCI from Long

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

Insured: OC832593D
Situation Address: 115-117 Burwood Highway Burwood
No. of Units / Lots: 29

Policy Details:

Section 1:	Part A - 1. Building	\$8,160,800
	Common Contents	\$81,608
	2. Terrorism Cover Under section 1 Part A2	Applies
	Part B Loss of Rent/Temporary Accommodation	\$1,224,120
	Optional Covers	
	Flood	Insured
	Floating Floors	Insured
Section 2:	Liability	\$50,000,000
Section 3:	Voluntary Workers Limit	\$200,000
	Voluntary Workers Weekly Benefits	\$2,000
Section 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Available
Section 5:	Fidelity Guarantee:	\$100,000
Section 6:	Office Bearers Liability	\$5,000,000
Section 7:	Machinery Breakdown	\$100,000
Section 8:	Catastrophe	\$1,224,120

Section 9:	Part A- Government Audit Costs - Professional fees	\$25,000
	Part B - Appeal Expenses	\$100,000
	Part C -Legal Defence Expenses	\$50,000
Section 10:	Lot Owners Fixtures and Improvements	\$300,000

Excesses:

Excess - Insured Property	\$1,000
Legal Defence Expenses and 10% Contribution	\$1,000
Machinery Breakdown	\$1,000

Insurer Details:

Policy Wording:	SCI034-Policy-RS-PPW-02/2021
Insurer:	Strata Community Insurance Agencies Pty Ltd
Supporting Insurer:	Allianz Australia Insurance Limited
Proportion:	100%
Commission:	\$1,992.72

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

Very Important Notice

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contracts are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11074031
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Owners Corporation Plan No. PS 832593D 115-117 Burwood Highway, Burwood East, VIC, 3151
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 31/07/2024 Expiry Date: 4:00pm on 31/07/2025
INTERMEDIARY	Resolute Property Protect
ADDRESS	Level 5, 90 Collins Street, Melbourne, VIC, 3000
DATE OF ISSUE	31/07/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$8,160,800
		Common Area Contents	\$81,608
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$1,224,120
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$50,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$5,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		\$1,224,120
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Form 16

Building Act 1993
Building Regulations 2018
Regulation 192

SUITE 1 LEVEL 1
397 SMITH STREET
FITZROY VIC 3065

p +61 3 9419 7000
f +61 3 9419 9007

e info@grimbos.com.au
w www.grimbos.com.au

ABN 80591238414

OCCUPANCY PERMIT

GBS Reference No: 201500755

This occupancy permit must be displayed in the following approved location:
Within the main entry of the building at the ground level entry lobby.

Property Details

Project Description: Proposed Construction of a Three (3) Level Residential Development Consisting of Twenty-Nine (29) Apartments with Associated Basement Carparking
Address: 115-117 Burwood Highway, Burwood East VIC 3125
Lots: 3 LP/PS: 074134 Volume: 08640 Folio: 624
Lots: 4 LP/PS: 074134 Volume: 08640 Folio: 625
Crown Allotment: -- Section: -- Parish: Nunawading County: Bourke
Municipal District: Whitehorse City Council

Building Permit Details

Building Permit No: 1585/20170110/1, 1585/20170110/2, 5817937421761 & 7663048108055
Version of BCA Applicable to Permit: 2015 Vol 1

Building Details

Building to Which Permit Applies:	Ground Floor First Floor Second Floor	Permitted Use:	Residential Residential Residential
BCA Class of Building:	2	Storeys Contained:	Four (4)
Max. Permissible Floor Live Load:	1.0kPa	Max. No. of People to be Accommodated:	58
Rise in Storeys (for Class 2-9 Building):	Four (4)	Effective Height:	6.2m approx.
Type of Construction:	Type A		
Part of Building to Which Permit Applies:	Basement	Permitted Use:	Carpark
BCA Class of Building:	7a	Max. No. of People to be Accommodated:	32
Max. Permissible Floor Live Load:	2.5kPa		

Performance Solutions

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

Relevant Performance Requirement	Details of Performance Solution
BCA 2015 Clause C1.1 (CP1 & CP2)	Rationalisation of the fire ratings applied to the building
BCA 2015 Clause C1.1 (CP1 & CP2)	Allow lightweight construction (steel) in lieu of concrete or masonry construction to top storey (Level 2)
BCA 2015 Clause C3.2 (CP2 & CP8)	Allow openings within 3m of a fire source feature (FSF)
BCA 2015 Clause D1.2 (DP4 & EP2.2)	Allow a single exit to the basement
BCA 2015 Clause D1.4 (DP4 & EP2.2)	Allow distance of travel in the ground floor to exceed 20 m
BCA 2015 Clause D1.4 (DP4 & EP2.2)	Allow the distance of travel in the residential corridor to exceed 12 m
BCA 2015 Clause D1.7 (DP5)	Allow stair to internally discharge
BCA 2015 Clause E1.5 (EP1.4)	Permit the location and spacing of sprinkler heads in the immediate vicinity of the over-bonnet storage units to differ from the DtS requirements
BCA 2015 Clause E1.5 (EP1.4)	To permit ceiling space sprinkler system instead of standard sprinkler system in SOU bathrooms.
BCA 2015 Clause E1.5 (EP1.4)	To permit deletion of sprinkler protection to balconies.
BCA 2015 Clause E1.5 (EP1.4)	To permit deletion of sprinkler protection to European Laundry cupboards only (No doors to these laundries).
BCA 2015 Clause C3.11 (CP2)	Permit SOU entry doors to be 35 mm thick self-closing solid core doors with smoke seals in lieu of fire doors.
BCA 2015 Clause E1.4 (EP1.1)	Permit omission of fire hose reel(s) to the basement carpark smoke lobbies
BCA 2015 Clause E1.4 (EP1.1)	Permit location of fire hose reel(s) more than 4 m to an exit at basement carpark
BCA 2015 Clause D1.6 (DP6)	Permit reduce clear width of path of travel of basement smoke lobby to be 810 mm-910 mm in lieu of 1,000mm.
BCA 2015 Clause F1.6 (FP1.6)	To permit flat floors within each sole occupancy unit bathrooms
Melbourne Access Audits Performance Solution Report EG-19101-MAA Dated 15 July 2019	
BCA 2015 Clause D3.1, D3.3 (DP1)	To permit a turning space of 1540 wide x 2070mm long has not been provided at the dead end of all common area corridor sections as per AS1428.1-2009, Clause 6.5.3 on apartment levels.
BCA 2015 Clause D3.1, D3.3 (DP1)	To permit a passing space of 1800mm wide x 2000mm long has not been provided at 20m intervals throughout the common area corridors on each apartment level, where a direct line of sight is not available (i.e. at 90 degree turns in each corridor). This is prescribed in AS1428.1-2009 Clause 6.4.
BCA 2015 Clause D3.1 (DP1)	To permit each doorway from the common area corridors not to achieve the required latch side clearances.
BCA 2015 Clause D1.6 (DP6)	To permit Apartment 28 to have a reduced clearance width in the kitchen between joinery and the wall for the lightwell.
BCA 2015 Clause D3.3 (DP2)	To permit the handrail requirements on one side of the handrail at basement smoke lobby stairs.
BCA 2015 Clause D3.1 (DP1)	To omit the provision of the latch-side clearance to APT.4.

Reporting Authority

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On or Consented To	Relevant Regulation No.
City of Whitehorse	Construction on Land Liable to Flooding	Regulation 153(2) (Formerly Known as Regulation 802)
City of Whitehorse	Point of Discharge of Stormwater	Regulation 133(2) (Formerly Known as Regulation 610)
Metropolitan Fire Brigade (MFB) Report No. 1700436 Dated 4 April 2017	To permit the external dual head fire hydrant to be located within 10m of the building.	Regulation 129 (Formerly Known as Regulation 309)
Metropolitan Fire Brigade (MFB) Report No. 1700436 Dated 4 April 2017	To permit fire hose reel coverage shortfall to the inside of the smoke lobby located in the basement level.	Regulation 129 (Formerly Known as Regulation 309)
Metropolitan Fire Brigade (MFB) Report No. 1700436 Dated 4 April 2017	To permit fire hydrant shortfalls to Apartment 24 master bedroom ensuite bathroom on the second level.	Regulation 129 (Formerly Known as Regulation 309)
Metropolitan Fire Brigade (MFB)	Building Regulation 129 (Formerly Known as Regulation 309) Report and Consent, Report No. 1700436.	Building Regulation 187

Combined Allotment Determination

A determination has been made under regulation 64(1) of the Building Regulations 2018 in relation to the building to which this permit applies.

Suitability of Occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name
Address

John Grimbos
Grimbos Building Surveyors
Suite 1, Level 1
397 Smith Street
Fitzroy VIC 3065

Email:
Registration No.
Occupancy Permit No.
Date of Issue:
Date of Structural Inspection/s:

John@grimbos.com.au
BS-U 1585
201500755/OP
31 January 2020
14 February 2018, 7 March 2018, 25 July 2018, 31 July 2018,
21 August 2018, 27 August 2018, 31 August 2018, 4 September 2018,
5 September 2018, 11 September 2018, 12 September 2018,
20 September 2018, 27 September 2018, 1 October 2018,
2 October 2018, 8 October 2018, 9 October 2018, 9 October 2018,
16 October 2018, 23 October 2018, 29 October 2018, 1 November 2018,
14 November 2018, 10 December 2018, 18 December 2018,
17 January 2019, 29 January 2019, 26 February 2019, 12 March 2019,
26 April 2019, 6 May 2019, 6 June 2019, 2 July 2019, 8 November 2019 &
5 December 2019.

Date of Penetration Inspection/s: 12 August 2019, 18 September 2019 & 3 October 2019
Date of Final Inspection: 28 January 2020

Signature:

Conditions to Which this Permit is Subject

Occupation is subject to the following conditions:

1. Essential Safety Measures must be maintained in accordance with the table detailed below.

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
PART 1 ESSENTIAL SAFETY MEASURES – BUILDING FIRE INTEGRITY				
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	CP1 to CP8	Yearly	As per AS 1851-2012
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	CP4	Yearly	Inspection for damage, deterioration, or unauthorised alteration
Elements required to be non-combustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec. E2.2b	CP1, CP2, CP3, CP4, CP6, CP7, DP5, DP7, EP2.2	Yearly	Inspection for damage, deterioration, or unauthorised alteration
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	C3.4, C3.8, C3.11, D1.7, D1.8, G3.8	CP2, CP8, EP1.4, EP2.2	Monthly	As per AS 1851-2012
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	CP2, CP7, CP8	Every 6 months	As per AS 1851-2012
Solid core doors and associated self-closing, automatic closing and latching mechanisms	C3.11	CP2, CP3, CP4, DP2, EP2.2	Yearly	Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes.
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	CP2, CP8	Yearly	As per AS 1851-2012
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16	CP2, CP8	Yearly	As per AS 1851-2012
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Specification C2.5, D2.6	CP2, CP3, CP4, DP2, EP2.2	Every 6 months	As per AS 1851-2012

PART 2 ESSENTIAL SAFETY MEASURES – MEANS OF EGRESS				
Paths of travel to exits	D1.6	DP2, DP4, DP6	Every 3 months	Inspection to ensure there are no obstructions and no alteration
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	DP2, DP4, DP6, GP4.1, GP4.3	Every 3 months	Inspection to ensure there are no obstructions and no alteration
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17	DP2, DP4, DP5, DP6	Every 3 months	Inspection to ensure there are no obstructions and no alteration
Smoke lobbies to fire-isolated exits	D1.7, D2.6	CP2, CP4, DP4, EP2.2	Yearly	Inspection for damage, deterioration, or unauthorised alteration
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21, D2.23	DP2, DP4, DP5, DP6	Every 3 months	Inspection to ensure there are no obstructions and no alteration
PART 3 ESSENTIAL SAFETY MEASURES – SIGNS				
Exit signs (including direction signs)	D1.12, Specification D1.12, E4.5, E4.6, E4.8	DP4, EP4.1, EP4.2	Every 6 months	As per AS 2293.2-1995
Signs warning against the use of lifts in the event of fire	E3.3	EP3.3	Yearly	Inspection to ensure the warning sign is in place and legible
Warning signs on sliding fire doors and doors to non-required stairways, ramps and escalators	C3.6, Specification D1.12	DP2	Yearly	Inspection to ensure the warning sign is in place and legible
Signs alerting persons that the operation of doors must not be impaired	D2.23	DP4	Yearly	Inspection to ensure the warning sign is in place and legible
PART 4 ESSENTIAL SAFETY MEASURES – LIGHTING				
Emergency lighting	E4.2, E4.4	EP4.1	Every 6 months	As per AS 2293.2-1995
PART 5 ESSENTIAL SAFETY MEASURES – FIRE FIGHTING SERVICES AND EQUIPMENT				
Fire hydrant system (including on-site pump set and fire-service booster connection)	E1.3	EP1.3	Monthly	As per AS 1851-2012
Fire hose reel system	E1.4	EP1.1	Every 6 months	As per AS 1851-2012
Sprinkler system	E1.5, G3.8, H1.2	EP1.4	Monthly	As per AS 1851-2012
Portable fire extinguishers	E1.6	EP1.2	Every 6 months	As per AS 1851-2012
PART 6 ESSENTIAL SAFETY MEASURES – AIR HANDLING SYSTEMS				
Car park mechanical ventilation system	F4.11	FP4.4	Monthly	As per AS 1851-2012
PART 7 ESSENTIAL SAFETY MEASURES – AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS				
Smoke and heat alarm system	Clause 3 of Specification E2.2a	EP2.1	Monthly	As per AS 1851-2012
Smoke and heat detection system	Clause 4 of Specification E2.2a	EP2.1, EP2.2	Monthly	As per AS 1851-2012
PART 8 ESSENTIAL SAFETY MEASURES – OCCUPANT WARNING SYSTEMS				
Building occupant warning system	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	EP2.1, EP2.2	Monthly	As per AS 1851-2012

PART 9 ESSENTIAL SAFETY MEASURES – LIFTS				
Passenger lift fire service controls	E3.7	EP3.2	Yearly or as per manufacturers specification	As Per requirements of AS 1735
PART 12 ESSENTIAL SAFETY MEASURES – MECHANICAL VENTILATION				
Mechanical ventilation systems incorporating cooling tower systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building)	E2.2 F4.5 F4.11	FP2.6, FP4.4, FP4.5	Monthly	As per AS 3666.2-2011
PART 13 ESSENTIAL SAFETY MEASURES – OTHER MEASURES				
Glazed assemblies	B1.4, F1.13	BP1.2, FP1.4, FP1.7	Yearly	Annual inspection for damage or unauthorised alteration.
Balconies	Part B1	BP1.1, BP1.2	Yearly	Annual inspection for damage or unauthorised alteration.
Balustrades (solid and wire balustrades)	Part B1, D2.16	BP1.1, BP1.2, DP2, DP3	Yearly	Annual inspection for damage or unauthorised alteration.
PART 14 FIRE ENGINEERING				
All conditions/recommendations listed in Fire Engineering Report IC_022 Revision 7 issued by Intuitive Consulting Dated 30 July 2019 are required to be maintained.				
PART 15 METROPOLITAN FIRE BRIGADE				
All prescribed and non-prescribed conditions listed in the Metropolitan Fire Brigade Regulation 309 report and consent (Report No. 1700436) Dated 4 April 2017 are required to be maintained.				
PART 16 ACCESSIBLE ACCESS				
All conditions listed in Melbourne Access Audits Performance Solution Report EG-19101-MAA Dated 15 July 2019 are required to be maintained.				

OBrien Real Estate Blackburn

98 South Parade,
Blackburn, VIC 3130

P: 03 9894 2044

E:

blackburn@obrienrealestate.com.au

ABN: 91 321 778 290



OBrien Real Estate

Residential Rental Agreement

for

G01/115 Burwood Hwy, Burwood East VIC 3151

This agreement is between **Rajeshwar Mehta, Tarana Mehta**
and **Nathanael De Lanerolle, Sonya De Lanerolle**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Mon 07/08/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

G01/115 Burwood Hwy, Burwood East VICPostcode 3151

3. Rental provider details

Full name or company name of rental provider	Rajeshwar Mehta, Tarana Mehta	
Address (if no agent is acting for the rental provider)		Postcode
Phone number		
ACN (if applicable)		
Email address		

Rental provider's agent details (if applicable)

Full name	OBrien Real Estate Blackburn	
Address	98 South Parade, Blackburn, VIC	Postcode 3130
Phone number	03 9894 2044	
ACN (if applicable)	006 221 183	
Email address	blackburn@obrienrealestate.com.au	

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement



Fixed term agreement

Start date

(this is the date the agreement starts
and you may move in)

End date



Periodic agreement
(monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$) (payable in advance)	2390.00
To be paid per	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	31st day of each month
Date first rent payment due	Mon 31/07/2023

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	2390
Date bond payment due	Tue 25/07/2023

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit	☐ bank deposit	☐ cash	☐ cheque	☐ money order	☐ BPay
☒ other electronic form of payment, including Centrepay	Rental Rewards				

Payment details (if applicable)

Rental Rewards by Credit Card/Bank Account/BPay. The tenant acknowledges and agrees that a fee of \$15.00 is payable for any dishonoured payments.

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☒ Yes

Ashleigh Doherty: ashleigh.doherty@obrienrealestate.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1

☒ Yes

Nathanael De Lanerolle: nathde0302@gmail.com

☐ No

Renter 2

☒ Yes

Sonya De Lanerolle: sonyadelanerolle@gmail.com

☐ No

Renter 3

☐ Yes

☐ No

Renter 4

☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

O'Brien Real Estate Blackburn

Emergency phone number

03 9894 2044

Emergency email address

anna.molinaro@obre.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☐ The condition report has been provided

☒ The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act OBrien Real Estate Blackburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by OBrien Real Estate Blackburn subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or OBrien Real Estate Blackburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Real Estate Blackburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement. The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

OBrien Real Estate Blackburn will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or OBrien Real Estate Blackburn should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to OBrien Real Estate Blackburn.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to OBrien Real Estate Blackburn within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by OBrien Real Estate Blackburn will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. OBrien Real Estate Blackburn does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to OBrien Real Estate Blackburn at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or OBrien Real Estate Blackburn a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify OBrien Real Estate Blackburn immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by OBrien Real Estate Blackburn from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, OBrien Real Estate Blackburn or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify OBrien Real Estate Blackburn in writing.

64. Urgent Repairs

The Renter acknowledges that OBrien Real Estate Blackburn is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact OBrien Real Estate Blackburn during business hours or after hours information service on 03 9894 2044 or OBrien Real Estate Blackburn approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or OBrien Real Estate Blackburn. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or OBrien Real Estate Blackburn may impose reasonable conditions. It is not unreasonable for the Rental Provider or OBrien Real Estate Blackburn to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or OBrien Real Estate Blackburn to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or OBrien Real Estate Blackburn has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or OBrien Real Estate Blackburn for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of OBrien Real Estate Blackburn as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or OBrien Real Estate Blackburn the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by OBrien Real Estate Blackburn;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to OBrien Real Estate Blackburn during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide OBrien Real Estate Blackburn with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of OBrien Real Estate Blackburn. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and OBrien Real Estate Blackburn if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or OBrien Real Estate Blackburn but such notice shall only become effective on receipt by the Rental Provider or OBrien Real Estate Blackburn.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Administration Fee:

The Rental Provider agrees to pay an administration cost of \$220 inc gst in order for the agent to facilitate a tenancy transfer that may arise. The Rental Provider will be reimbursed the costs from the Renter.

Renter Acknowledgement

1. Nathanael De Lanerolle viewed and acknowledged at Fri, 28/07/2023 12:15 from device: iOS 16.5.1 iPhone Mobile Safari 16.5.2
2. Sonya De Lanerolle viewed and acknowledged at Fri, 28/07/2023 12:20 from device: iOS 16.5.1 iPhone Mobile Safari 16.5.1

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

☐ Yes ☒ No

Comments

Submitted forms to O'Brien to carry out gas and electrical safety checks.

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

Not that i am aware of.

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

1. Nathanael De Lanerolle viewed and acknowledged at Fri, 28/07/2023 12:15 from device: iOS 16.5.1 iPhone Mobile Safari 16.5.2
2. Sonya De Lanerolle viewed and acknowledged at Fri, 28/07/2023 12:21 from device: iOS 16.5.1 iPhone Mobile Safari 16.5.1

Privacy Collection Notice

As professional property managers **OBrien Real Estate Blackburn** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9894 2044

Primary Purpose

As professional property managers, **OBrien Real Estate Blackburn** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **OBrien Real Estate Blackburn** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

OBrien Real Estate Blackburn also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **OBrien Real Estate Blackburn** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **OBrien Real Estate Blackburn** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **OBrien Real Estate Blackburn** privacy policy can be viewed without charge on the **OBrien Real Estate Blackburn** website; or contact your local **OBrien Real Estate Blackburn** office and we will send or email you a free copy.

Disclaimer

OBrien Real Estate Blackburn its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **OBrien Real Estate Blackburn** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider 1: **Rajeshwar Mehta**



Signed at Mon, 07/08/2023 08:23 , from device: iOS 16.6 iPhone Mobile Safari 16.6

Rental Provider 2: **Tarana Mehta**



Signed at Mon, 07/08/2023 12:07 , from device: iOS 16.6 iPhone Mobile Safari 16.6

Renter(s)

Renter 1: **Nathanael De Lanerolle**



Signed at Fri, 28/07/2023 12:15 , from device: iOS 16.5.1 iPhone Mobile Safari 16.5.2

Renter 2: **Sonya De Lanerolle**



Signed at Fri, 28/07/2023 12:21 , from device: iOS 16.5.1 iPhone Mobile Safari 16.5.1

AUDIT TRAIL

Nathanael De Lanerolle (Renter)

- Fri, 28/07/2023 12:14 - Nathanael De Lanerolle clicked 'start' button to view the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.2, IP: 42.241.9.227)
- Fri, 28/07/2023 12:15 - Nathanael De Lanerolle stamped saved signature the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.2, IP: 42.241.9.227)
- Fri, 28/07/2023 12:16 - Nathanael De Lanerolle submitted the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.2, IP: 42.241.9.227)

Sonya De Lanerolle (Renter)

- Tue, 25/07/2023 18:35 - Sonya De Lanerolle clicked 'start' button to view the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.1, IP: 42.241.9.227)
- Fri, 28/07/2023 12:20 - Sonya De Lanerolle clicked 'start' button to view the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.1, IP: 42.241.9.227)
- Fri, 28/07/2023 12:21 - Sonya De Lanerolle stamped saved signature the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.1, IP: 42.241.9.227)
- Fri, 28/07/2023 12:21 - Sonya De Lanerolle submitted the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.1, IP: 42.241.9.227)

Rajeshwar Mehta (Rental Provider)

- Mon, 07/08/2023 08:14 - Rajeshwar Mehta clicked 'start' button to view the Residential Rental Agreement
- Mon, 07/08/2023 08:23 - Rajeshwar Mehta stamped saved signature the Residential Rental Agreement
- Mon, 07/08/2023 08:24 - Rajeshwar Mehta submitted the Residential Rental Agreement

Tarana Mehta (Rental Provider)

- Tue, 01/08/2023 16:00 - Tarana Mehta clicked 'start' button to view the Residential Rental Agreement
- Mon, 07/08/2023 12:04 - Tarana Mehta clicked 'start' button to view the Residential Rental Agreement
- Mon, 07/08/2023 12:07 - Tarana Mehta stamped saved signature the Residential Rental Agreement
- Mon, 07/08/2023 12:07 - Tarana Mehta submitted the Residential Rental Agreement

AGREEMENT END

PROPERTY REPORT

G01/115 Burwood Highway, Burwood East Vic 3151

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 1 PS832593

LOCAL GOVERNMENT (COUNCIL)

Whitehorse

LEGAL DESCRIPTION

1\PS832593

COUNCIL PROPERTY NUMBER

284079

LAND SIZE

1,397m² Approx

ORIENTATION

North

FRONTAGE

35.35m Approx

ZONES

RGZ - Residential Growth Zone - Schedule 2

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 1

DDO - Design And Development Overlay - Schedule 11

SLO - Significant Landscape Overlay - Schedule 9

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Box Hill District

Schools

CLOSEST PRIVATE SCHOOLS

St Scholastica's School (1379 m)

St Luke the Evangelist School (1736 m)

SEDA College (Victoria) - Basketball Burwood (1896 m)

CLOSEST PRIMARY SCHOOLS

Orchard Grove Primary School (1248 m)

CLOSEST SECONDARY SCHOOLS

Mount Waverley Secondary College-Junior Campus (1877 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 116 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 120 Homes

Council Information - Whitehorse

PHONE

03 9262 6303 (Whitehorse)

EMAIL

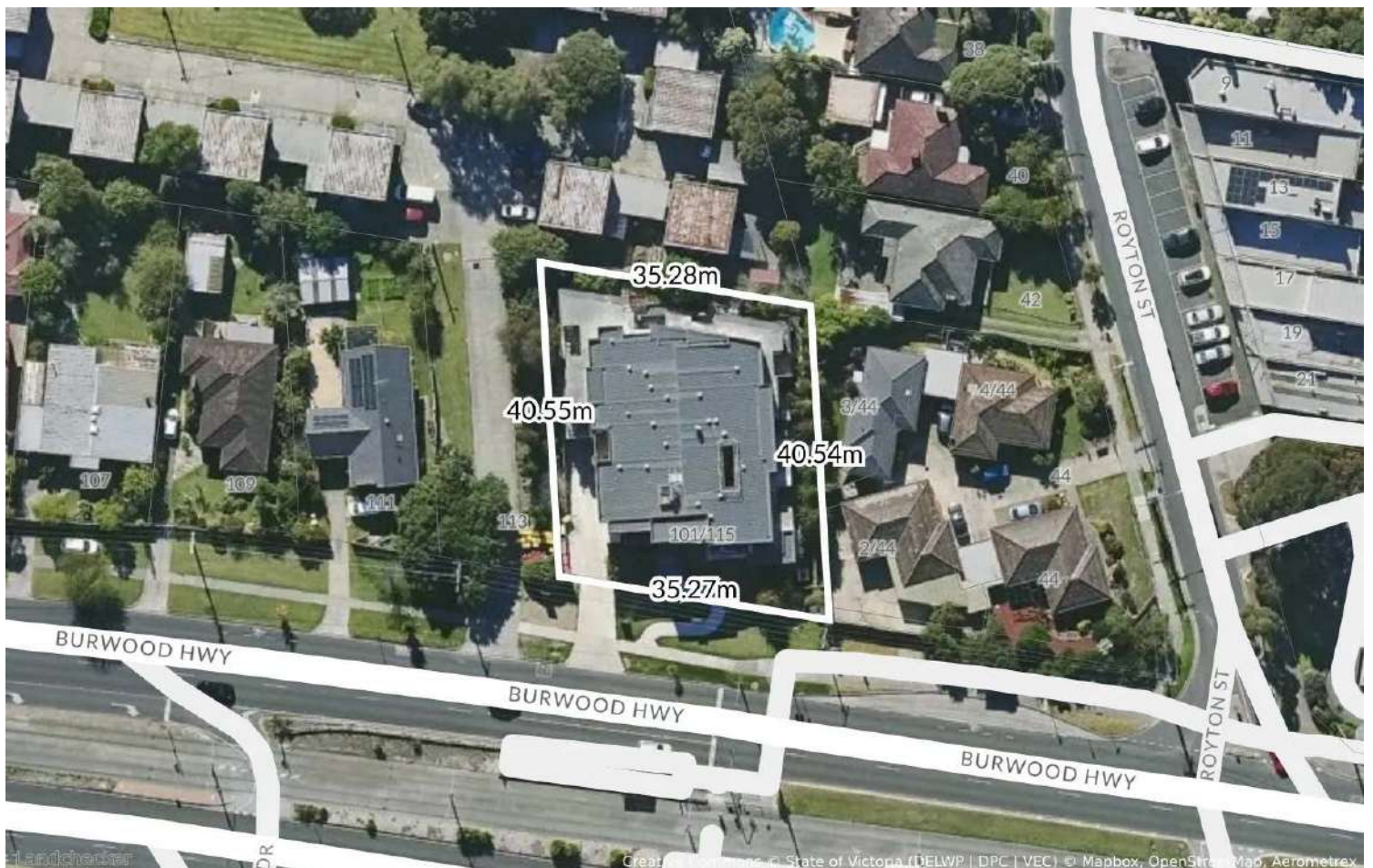
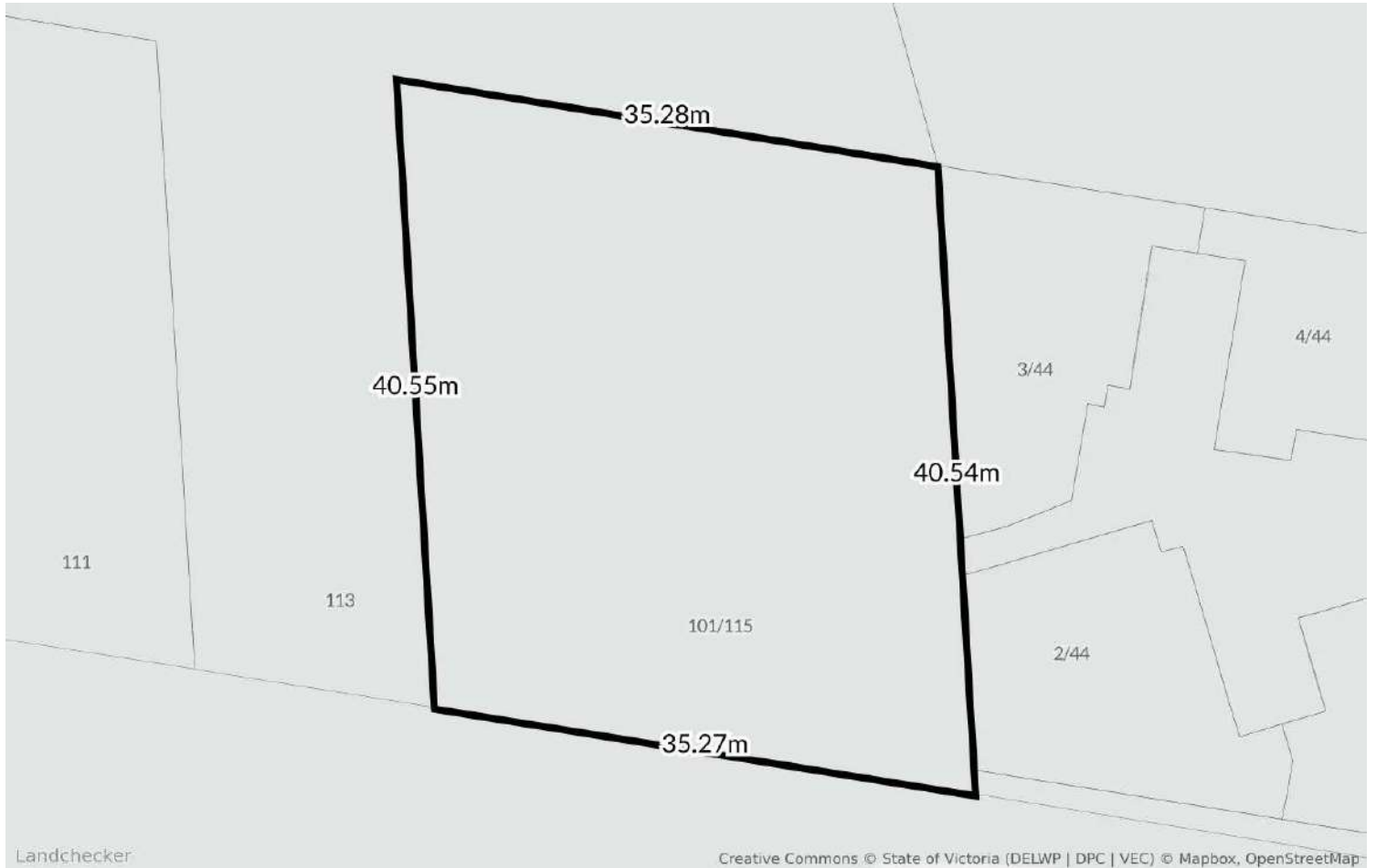
customer.service@whitehorse.vic.gov.au

WEBSITE

<http://www.whitehorse.vic.gov.au/>

SITE DIMENSIONS

G01/115 Burwood Highway, Burwood East Vic 3151



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

G01/115 Burwood Highway, Burwood East Vic 3151

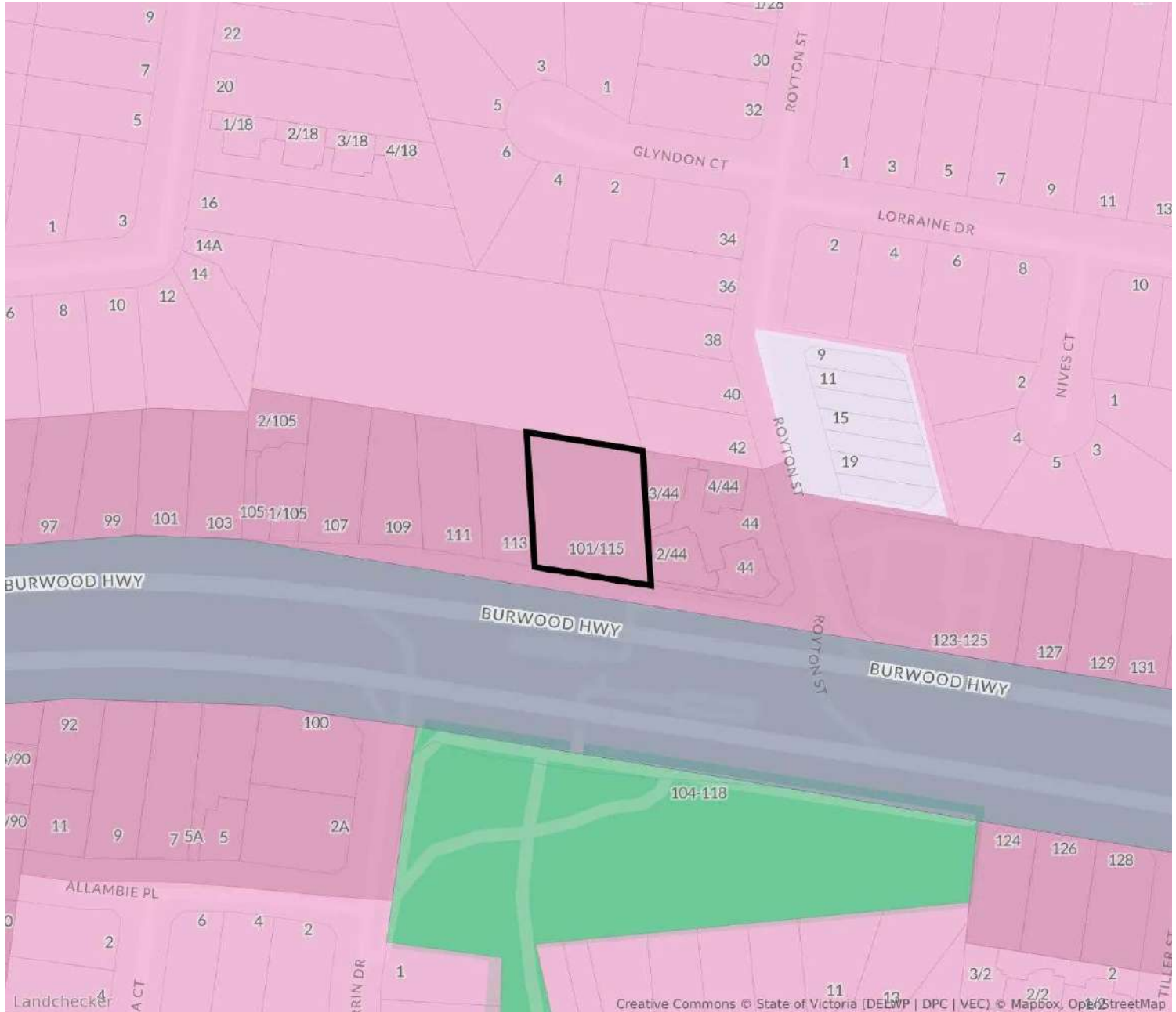
Status	Code	Date	Description
APPROVED	VC279	20/08/2025	The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.
APPROVED	VC280	13/08/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	VC282	13/08/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	VC281	13/08/2025	Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murrn) Act 2017.
APPROVED	VC276	01/08/2025	Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.
APPROVED	GC244	23/07/2025	Amends the extent of the existing Specific Controls Overlay ? Schedule 15 (SCO15) boundary between Dingley Bypass, Clarinda and Bourke Road, Clayton South.
APPROVED	VC258	03/07/2025	The amendment improves the operation of the existing Development Facilitation Program (DFP) planning provisions at clauses 53.22 and 53.23 and expands the program eligibility to include gas projects and saleyards.
APPROVED	VC247	02/07/2025	Amendment VC247 extends planning exemptions under clauses 52.07 (Emergency recovery) and 52.18 (Coronavirus (COVID 19) pandemic and recovery exemptions) and makes corrections to ordinance introduced in VC246 related to Container deposit scheme centres.
APPROVED	VC250	02/07/2025	The amendment supports Victorias Gas Substitution Roadmap (Victorian Government, 2022) by prohibiting new gas connections for new dwellings,

Status	Code	Date	Description
			apartments and residential subdivisions where a planning permit is required.
APPROVED	VC253	02/07/2025	Amendment VC253 introduces a new land use term and siting, design and amenity requirements for a small second dwelling into the Victoria Planning Provisions (VPP) and all planning schemes to implement Victorias Housing Statement: The decade ahead 2024-2034 by making it easier to build a small second dwelling.
APPROVED	VC219	02/07/2025	The Amendment changes the VPP and all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protections for nearby accommodation.
APPROVED	VC269	01/07/2025	The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.
APPROVED	VC267	01/07/2025	Amendment VC267 implements new residential development planning assessment provisions to boost housing construction to meet the housing needs of Victorians.
APPROVED	VC286	30/06/2025	The Amendment changes the VPP and all planning schemes in Victoria by removing the requirement for a planning permit for licensed premises.
APPROVED	VC275	26/06/2025	The amendment introduces a planning exemption for outdoor dining on public land
APPROVED	C258whse	12/06/2025	Extends the expiry date of the interim Schedule 9 to the Significant Landscape Overlay (SLO9) until 16 June 2026.

PROPOSED PLANNING SCHEME AMENDMENTS

G01/115 Burwood Highway, Burwood East Vic 3151

No proposed planning scheme amendments for this property



RGZ2 - Residential Growth Zone - Schedule 2

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 2 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
- GRZ - General Residential Zone
- PPRZ - Public Park And Recreation Zone
- RGZ - Residential Growth Zone
- TRZ2 - Transport Zone



DCPO1 - Development Contributions Plan Overlay - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

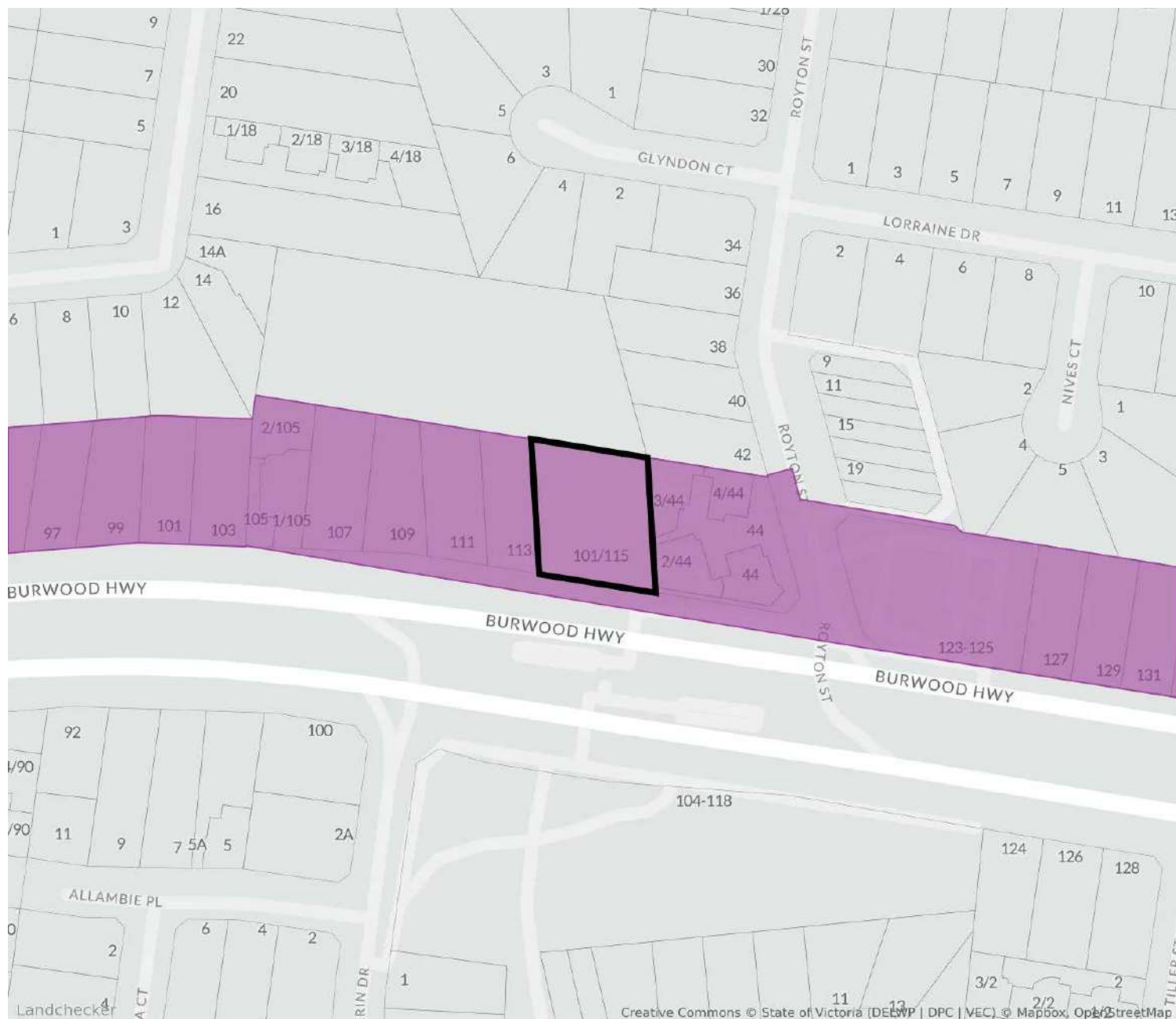
To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

[VPP 45.06 Development Contributions Plan Overlay](#)

The Whitehorse Development Contributions Plan, December 2023 applies to all new development within the 17 charge areas as shown on the map below.

[LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay](#)

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



DD011 - Design And Development Overlay - Schedule 11

To implement the Municipal Planning Strategy and the Planning Policy Framework.

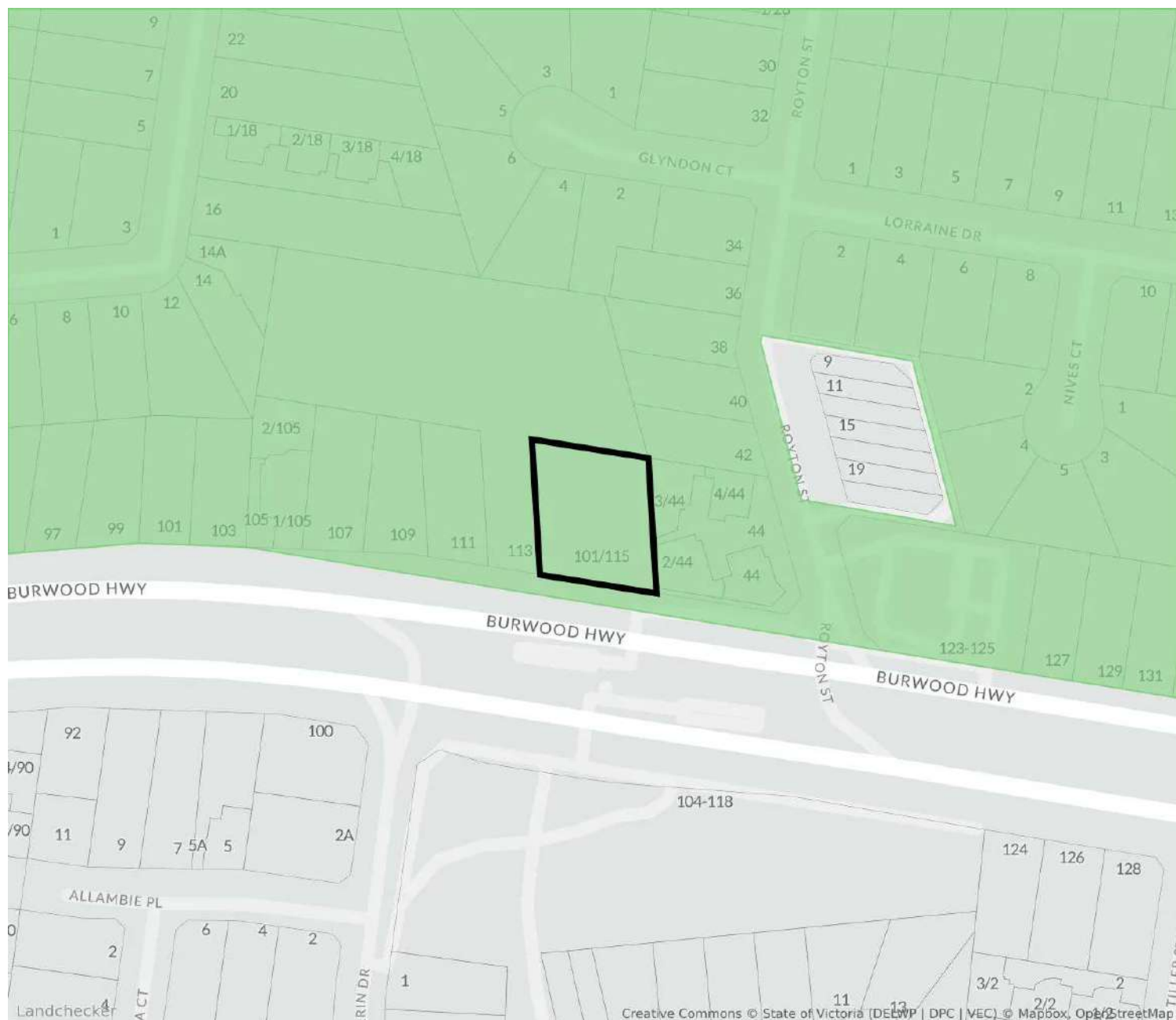
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To promote mid-rise development in the residential growth corridors to accommodate housing at increased densities and a diversity of housing type. To ensure development contributes to a high quality public realm in relation to human scale by providing a pedestrian-friendly urban environment. To ensure the height and built form of new buildings provide an acceptable built form interface, amenity outcomes, and transition to adjoining neighbouring lower scale residential areas in the General Residential Zone and the Neighbourhood Residential Zone. To maintain the visual prominence of landscaping and ensure space for medium and large trees. To encourage lot consolidation in order to achieve the maximum building heights and to provide for sufficient building setbacks to deliver high levels of internal amenity.

LPP 43.02 Schedule 11 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.



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

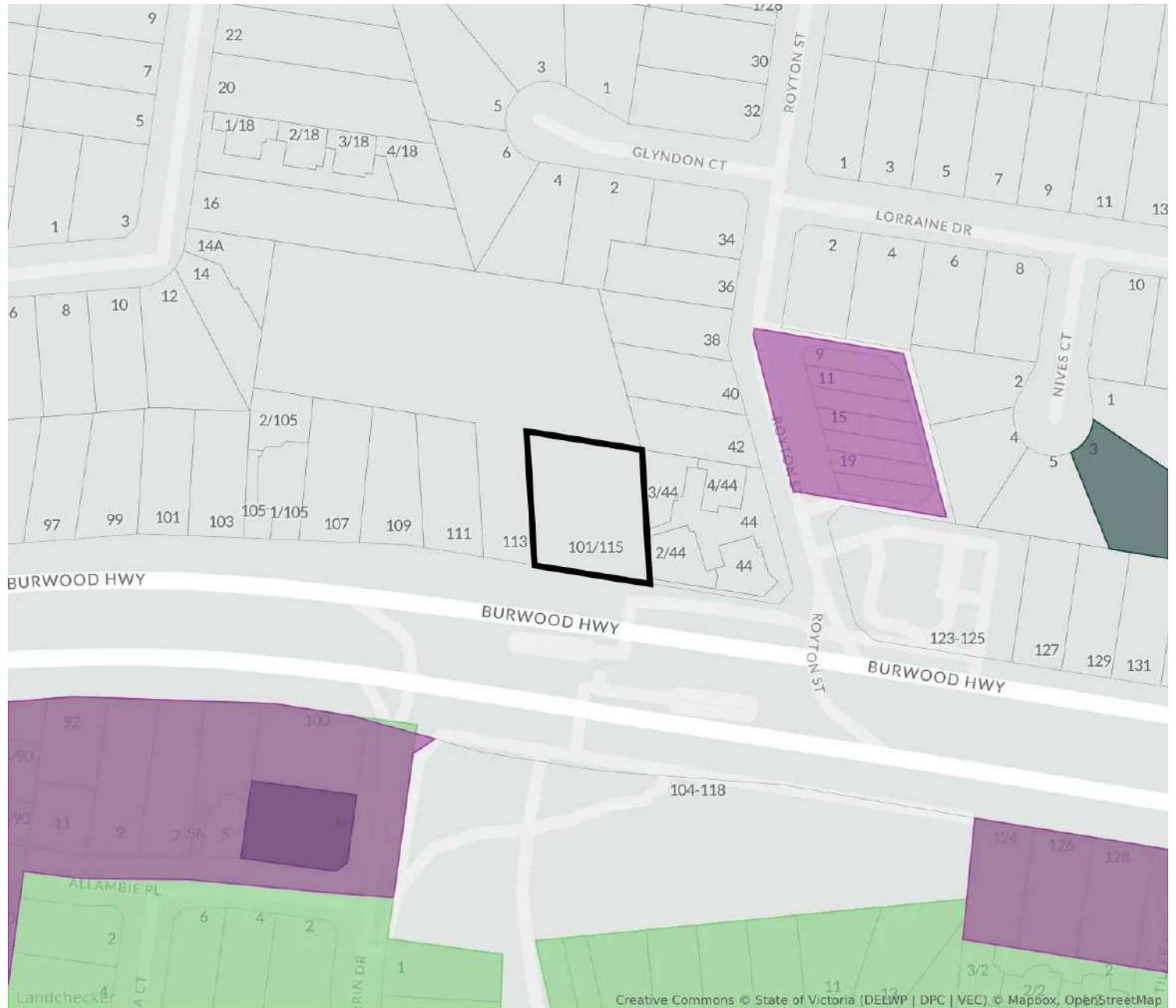
typically established with canopy trees, lawn areas, garden beds and shrubs and there are typically well defined property boundaries and consistent building siting. The majority of the municipality is included in the Garden Suburban Neighbourhood Character Area. The Bush Suburban Neighbourhood Character 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.

NEARBY OVERLAYS

G01/115 Burwood Highway, Burwood East Vic 3151



- DDO - Design And Development Overlay
- DPO - Development Plan Overlay
- SLO - Significant Landscape 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

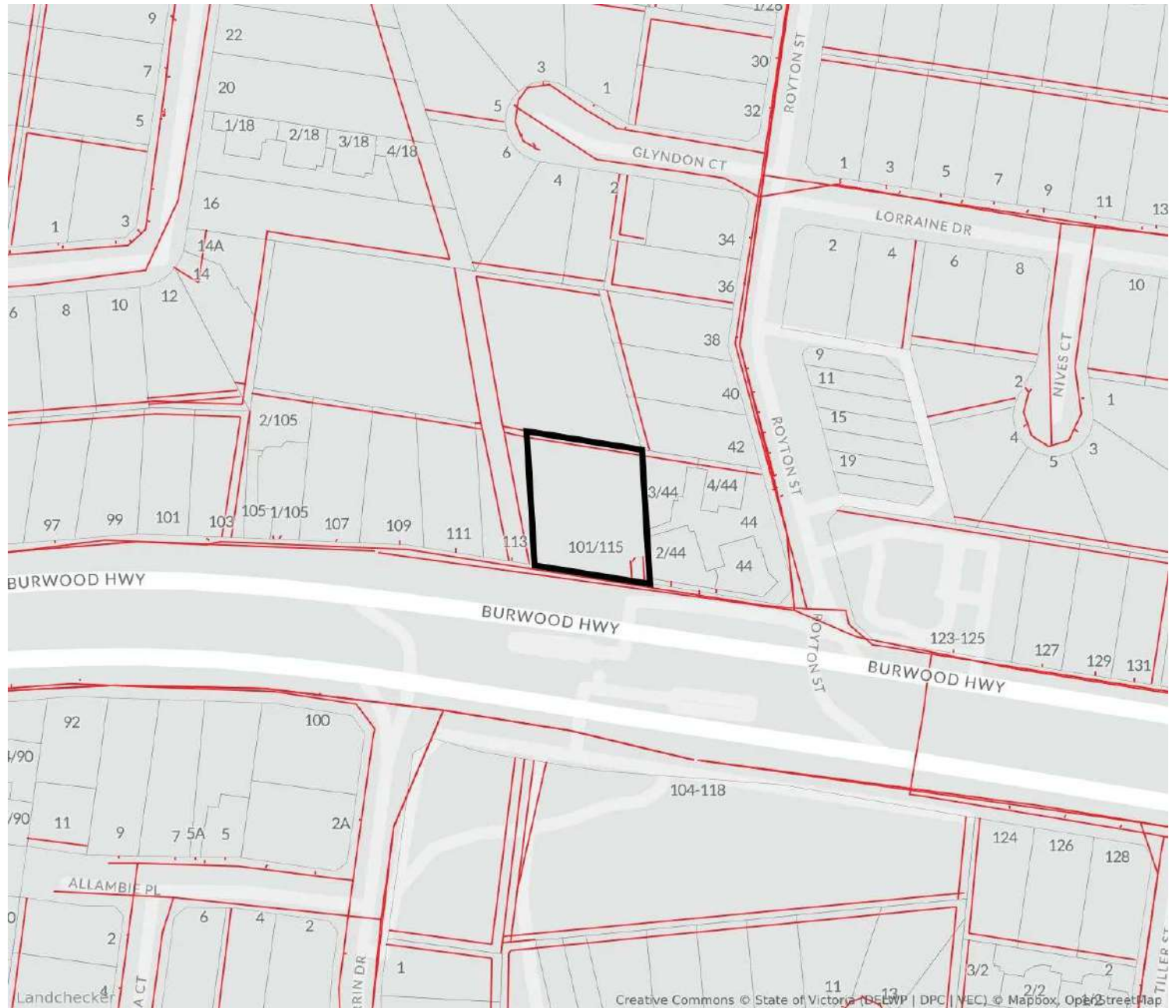
This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

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

BUSHFIRE PRONE AREA

G01/115 Burwood Highway, Burwood East Vic 3151





PLANNING PERMIT HISTORY

G01/115 Burwood Highway, Burwood East Vic 3151



No planning permit data available for this property.

NEARBY PLANNING PERMITS

G01/115 Burwood Highway, Burwood East Vic 3151



Status	Code	Date	Address	Description
PENDING	WH/2025/411	Received 10/06/2025	<u>4 Trent Court, Burwood East</u>	Development of two (2) double storey dwellings, building and works and removal of vegetation within significant landscape overlay schedule 9.
PENDING	WH/9999/93	Received 20/03/2020	<u>45 Burwood Highway, Burwood East</u>	WH/2019/586 We are looking to amend how the signage is applied. I have attached a visual showing the proposal to cover the scaffold while it is up (approx 6 months) to show what is on the site. Current hoarding under the permit is no longer along Burwood hwy. We believe this will enhance the site and show people an insight to what is being built.
OTHER	WH/2024/777	03/04/2025	<u>2 Trent Court, Burwood East</u>	Residential development and alterations to existing dwelling.
APPROVED	WH/2024/288	27/12/2024	<u>4 Trent Court, Burwood East</u>	Development of two (2) double storey dwellings and buildings and works within significant landscape overlay schedule 9.

Status	Code	Date	Address	Description
APPROVED	2059/2024	03/12/2024	<u>2-6 Foundation Boulevard, Burwood East</u>	Auto-sliding door and mechanical exhaust works.
APPROVED	1698/2024	18/11/2024	<u>1 Medhurst Street, Burwood East</u>	Construction of double storey dwelling & garage.
APPROVED	1145/2024	25/07/2024	<u>1 Medhurst Street, Burwood East</u>	Demolition of dwelling & garage.
APPROVED	1598/2023	26/09/2023	<u>123-125 Burwood Highway, Burwood East</u>	Minor kfc alterations.
APPROVED	1421/2023	31/08/2023	<u>2-6 Foundation Boulevard, Burwood East</u>	Lot b-4 - extension of north lobby on level 1 to building O2.
APPROVED	279/2023	19/04/2023	<u>21 Royton Street, Burwood East</u>	Internal alterations to commercial premises in response to building notice.
APPROVED	329/2023	03/04/2023	<u>133 Burwood Highway, Burwood East</u>	Partial demolition of restaurants & outbuildings.
APPROVED	WH/2013/712/B	21/02/2023	<u>123-125 Burwood Highway, Burwood East</u>	Alterations to plans including an additional internally illuminated business identification sign.
APPROVED	WH/2021/1302	21/12/2022	<u>1/105 Burwood Highway, Burwood East</u>	Construction of 2 dwellings, buildings and works within common property and within 4 metres of a protected tree under slo9 and and alteration of access to a road in a transport zone 2.
OTHER	WH/2022/931	08/11/2022	<u>123-125 Burwood Highway, Burwood East</u>	Refurbishment of the existing kfc burwood east restaurant including upgrade of signage.
APPROVED	WH/2022/910	28/10/2022	<u>2 Nives Court, Burwood East</u>	Buildings and works (outbuilding) within four (4) metres of vegetation.
APPROVED	WH/2022/779	24/10/2022	<u>2-6 Foundation Boulevard, Burwood East</u>	To create carriageway easement e-13 in favour of whitehorse city council.
APPROVED	1768/2022	16/09/2022	<u>123-125 Burwood Highway, Burwood East</u>	Construction of drive thru awning.
APPROVED	WH/2013/712/A	08/09/2022	<u>123-125 Burwood Highway, Burwood East</u>	Amendment to wh/2013/712 for "building and works for alterations to the existing façade".
OTHER	WH/2022/738	30/08/2022	<u>123-125 Burwood Highway, Burwood East</u>	Buildings and works in a residential zone for a drive-thru canopy.
OTHER	WH/2021/1110	10/05/2022	<u>90 Burwood Highway, Burwood East</u>	To remove two protected trees under the significant landscape overlay - schedule 9 located within common property.
APPROVED	1161/2021	02/06/2021	<u>134/4 Foundation Boulevard, Burwood East</u> <u>135/4 Foundation Boulevard, Burwood East</u> <u>136/4 Foundation Boulevard, Burwood East</u> <u>138/4 Foundation Boulevard, Burwood East</u> <u>139/4 Foundation Boulevard, Burwood East</u> <u>144/4 Foundation Boulevard, Burwood East</u> <u>145/4 Foundation Boulevard, Burwood East</u> <u>140/4 Foundation Boulevard, Burwood East</u> <u>141/4 Foundation Boulevard, Burwood East</u> <u>142/4 Foundation Boulevard, Burwood East</u>	Stage 3 - building b03 - construction of residential aged & retirement complex - to completion.
APPROVED	WH/2021/249	12/05/2021	<u>2-6 Foundation Boulevard, Burwood East</u>	Removal of drainage and sewerage easement shown as e-5 on lot b in ps 742120b and to create drainage easement e-11 in favour of whitehorse city council.

Status	Code	Date	Address	Description
			<u>45 Burwood Highway, Burwood East</u>	
APPROVED	543/2021	14/03/2021	<u>146/4 Foundation Boulevard, Burwood East</u> <u>144/4 Foundation Boulevard, Burwood East</u> <u>143/4 Foundation Boulevard, Burwood East</u> <u>142/4 Foundation Boulevard, Burwood East</u> <u>140/4 Foundation Boulevard, Burwood East</u> <u>139/4 Foundation Boulevard, Burwood East</u> <u>136/4 Foundation Boulevard, Burwood East</u> <u>135/4 Foundation Boulevard, Burwood East</u> <u>134/4 Foundation Boulevard, Burwood East</u> <u>133/4 Foundation Boulevard, Burwood East</u>	Stage 2 - building b03 - construction of residential aged & retirement complex - structure, services & fire above ground level including drainage works.
OTHER	WH/2021/43	09/03/2021	<u>13 Royton Street, Burwood East</u>	Buildings and works (extension).
APPROVED	1/2021	14/12/2020	<u>339/4 Foundation Boulevard, Burwood East</u> <u>337/4 Foundation Boulevard, Burwood East</u> <u>338/4 Foundation Boulevard, Burwood East</u> <u>334/4 Foundation Boulevard, Burwood East</u> <u>340/4 Foundation Boulevard, Burwood East</u> <u>341/4 Foundation Boulevard, Burwood East</u> <u>342/4 Foundation Boulevard, Burwood East</u> <u>343/4 Foundation Boulevard, Burwood East</u> <u>431/4 Foundation Boulevard, Burwood East</u> <u>344/4 Foundation Boulevard, Burwood East</u>	Stage 3 - building b01 - construction of residential aged & retirement complex - fitout & envelope for b01a & b01b to completion.
APPROVED	2134/2020	27/11/2020	<u>239/4 Foundation Boulevard, Burwood East</u> <u>321/2 Foundation Boulevard, Burwood East</u> <u>439/4 Foundation Boulevard, Burwood East</u> <u>143/4 Foundation Boulevard, Burwood East</u> <u>131/4 Foundation Boulevard, Burwood East</u> <u>322/2 Foundation Boulevard, Burwood East</u> <u>320/2 Foundation Boulevard, Burwood East</u> <u>319/2 Foundation Boulevard, Burwood East</u> <u>318/2 Foundation Boulevard, Burwood East</u> <u>317/2 Foundation Boulevard, Burwood East</u>	Stage 1 - building b03 - construction of residential aged & retirement complex - building b03 basement structure, services, drainage & hydraulic works including ground floor suspended slab only.
APPROVED	2079/2020	25/11/2020	<u>140/4 Foundation Boulevard, Burwood East</u> <u>141/4 Foundation Boulevard, Burwood East</u>	Construction of remainder of perimeter fence (stages 1 & 3).

Status	Code	Date	Address	Description
			<u>142/4 Foundation Boulevard, Burwood East</u> <u>143/4 Foundation Boulevard, Burwood East</u> <u>144/4 Foundation Boulevard, Burwood East</u> <u>145/4 Foundation Boulevard, Burwood East</u> <u>146/4 Foundation Boulevard, Burwood East</u> <u>147/4 Foundation Boulevard, Burwood East</u> <u>148/4 Foundation Boulevard, Burwood East</u> <u>231/4 Foundation Boulevard, Burwood East</u>	
APPROVED	WH/2017/330/C	02/10/2020	<u>45 Burwood Highway, Burwood East</u> <u>2-6 Foundation Boulevard, Burwood East</u>	Staged buildings and works for a residential aged care facility and retirement village, use of land as a retirement village, associated reduction of car parking and bicycle facilities requirements, construction of a front fence and removal of trees and native vegetation.
APPROVED	1172/2020	16/07/2020	<u>308/2 Foundation Boulevard, Burwood East</u> <u>321/2 Foundation Boulevard, Burwood East</u> <u>2-6 Foundation Boulevard, Burwood East</u> <u>133/4 Foundation Boulevard, Burwood East</u> <u>135/4 Foundation Boulevard, Burwood East</u> <u>136/4 Foundation Boulevard, Burwood East</u> <u>137/4 Foundation Boulevard, Burwood East</u> <u>139/4 Foundation Boulevard, Burwood East</u> <u>140/4 Foundation Boulevard, Burwood East</u> <u>141/4 Foundation Boulevard, Burwood East</u>	Construction of brick perimeter fencing for stage 2 works - b02 area.
APPROVED	1573/2020	23/06/2020	<u>308/2 Foundation Boulevard, Burwood East</u> <u>2-6 Foundation Boulevard, Burwood East</u> <u>315/2 Foundation Boulevard, Burwood East</u> <u>136/4 Foundation Boulevard, Burwood East</u> <u>135/4 Foundation Boulevard, Burwood East</u> <u>131/4 Foundation Boulevard, Burwood East</u> <u>134/4 Foundation Boulevard, Burwood East</u> <u>137/4 Foundation Boulevard, Burwood East</u> <u>138/4 Foundation Boulevard, Burwood East</u> <u>139/4 Foundation Boulevard, Burwood East</u>	Stage 2 - building b01 - construction of residential aged & retirement complex - b01a to b01b services & fire.
REJECTED	WH/2019/586/A	08/05/2020	<u>2-6 Foundation Boulevard, Burwood East</u> <u>45 Burwood Highway, Burwood East</u>	Display of business identification and promotion signs.
APPROVED	WH/2012/916/C	29/04/2020	<u>115-117 Burwood Highway, Burwood East</u>	Construction of a three storey building plus basement for 30 dwellings, alteration of access to a road in a

Status	Code	Date	Address	Description
			<u>115 Burwood Highway, Burwood East</u>	road zone category 1 and reduction in car parking.
APPROVED	630/2020	01/04/2020	<u>229/2 Foundation Boulevard, Burwood East</u> <u>302/2 Foundation Boulevard, Burwood East</u> <u>303/2 Foundation Boulevard, Burwood East</u> <u>304/2 Foundation Boulevard, Burwood East</u> <u>305/2 Foundation Boulevard, Burwood East</u> <u>207/2 Foundation Boulevard, Burwood East</u> <u>208/2 Foundation Boulevard, Burwood East</u> <u>209/2 Foundation Boulevard, Burwood East</u> <u>210/2 Foundation Boulevard, Burwood East</u> <u>211/2 Foundation Boulevard, Burwood East</u>	Stage 5 - residential aged care & retirement village - bo2 - envelope and fitout to completion.
APPROVED	1034/2019	10/03/2020	<u>6 Medhurst Street, Burwood East</u>	Construction of dwelling & garage.
APPROVED	343/2020	24/02/2020	<u>312/2 Foundation Boulevard, Burwood East</u> <u>313/2 Foundation Boulevard, Burwood East</u> <u>314/2 Foundation Boulevard, Burwood East</u> <u>315/2 Foundation Boulevard, Burwood East</u> <u>316/2 Foundation Boulevard, Burwood East</u> <u>317/2 Foundation Boulevard, Burwood East</u> <u>321/2 Foundation Boulevard, Burwood East</u> <u>443/4 Foundation Boulevard, Burwood East</u> <u>131/4 Foundation Boulevard, Burwood East</u> <u>322/2 Foundation Boulevard, Burwood East</u>	Stage 4 - residential aged care & retirement village - bo2 services & fire.
APPROVED	2191/2019	17/01/2020	<u>2-6 Foundation Boulevard, Burwood East</u> <u>132/4 Foundation Boulevard, Burwood East</u> <u>133/4 Foundation Boulevard, Burwood East</u> <u>134/4 Foundation Boulevard, Burwood East</u> <u>135/4 Foundation Boulevard, Burwood East</u> <u>136/4 Foundation Boulevard, Burwood East</u> <u>137/4 Foundation Boulevard, Burwood East</u> <u>138/4 Foundation Boulevard, Burwood East</u> <u>139/4 Foundation Boulevard, Burwood East</u> <u>140/4 Foundation Boulevard, Burwood East</u>	Stage 1 - residential aged care & retirement village - structure work up to roof only excluding post tension slab and swimming pool structures.
APPROVED	1862/2019	30/10/2019	<u>6 Medhurst Street, Burwood East</u>	Demolition of existing dwelling & shed.
APPROVED	1802/2019	08/10/2019	<u>2 Glyndon Court, Burwood East</u>	Construction of dwelling & garage.

Status	Code	Date	Address	Description
APPROVED	1752/2019	05/10/2019	<u>2 Glyndon Court, Burwood East</u>	Demolition of dwelling & shed.
OTHER	10/2025		<u>1/105 Burwood Highway, Burwood East</u>	Construction of a dwelling and garage.
OTHER	1048/2024		<u>23 Lorraine Drive, Burwood East</u>	Change of use - class 1a to class 1b.
OTHER	1323/2017		<u>19 Royton Street, Burwood East</u>	Additions/alterations to retail premises & construction of first floor caretakers residence.
OTHER	1363/2021		<u>82 Burwood Highway, Burwood East</u>	Construction of alteration to existing brick front fence.
OTHER	1643/2024		<u>2-6 Foundation Boulevard, Burwood East</u>	Auto-sliding door.
OTHER	1790/2023		<u>2-6 Foundation Boulevard, Burwood East</u>	Alterations to fire services.
OTHER	2290/2018		<u>445/4 Foundation Boulevard, Burwood East</u> <u>2-6 Foundation Boulevard, Burwood East</u> <u>78 Middleborough Road, Burwood East</u> <u>12 Eley Road, Burwood East</u> <u>14 Eley Road, Burwood East</u> <u>16 Eley Road, Burwood East</u> <u>18 Eley Road, Burwood East</u> <u>20 Eley Road, Burwood East</u> <u>22 Eley Road, Burwood East</u> <u>24 Eley Road, Burwood East</u>	Lot c - retirement village & residential aged care.
OTHER	2796/2015		<u>13 Royton Street, Burwood East</u> <u>13 Royton Street, Burwood East</u>	Change of use - class 6 to class 5.
OTHER	2995/2015		<u>115 Burwood Highway, Burwood East</u> <u>115 Burwood Highway, Burwood East</u>	Construction of 3 level residential development with basement carpark.
OTHER	86399/2000		<u>16 Trent Court, Burwood East</u>	Demolition of building.
OTHER	95190/2004		<u>91 Burwood Highway, Burwood East</u>	Alts to dwelling.

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

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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