

# Contract of Sale

Property:

**Unit 214, 40 Bush Boulevard, Mill Park VIC 3082**



**JLE Conveyancing Pty Ltd**  
3/5 DEVONSHIRE ROAD  
SUNSHINE VIC 3020  
Tel: 03 9363 2075  
Ref: JL:13410

## 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*.

## Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

## Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

# Contract of Sale

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 ...../...../2024

**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 ...../...../2024

**Print names(s) of person(s) signing:** DEANNA ELIZABETH LEONE .....

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

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

# Particulars of Sale

## Vendor's estate agent

Name: Harcourts  
Address: \_\_\_\_\_  
Email: sold@rataandco.com.au  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: Rose Mickoska

## Vendor

Name: DEANNA ELIZABETH LEONE  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd  
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020  
Email: info@jleconveyancing.com.au  
Tel: 03 9363 2075 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 13410

## 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 11486 Folio 515	206	PS 703354U

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 214, 40 Bush Boulevard, Mill Park VIC 3082

**Goods sold with the land** (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

**Exclusion lists : N/A**

**Payment**

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

**GST** (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

**subject to lease**

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

- 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): NOT APPLICABLE AT AUCTION

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 - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

## Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

## Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

### Special condition 1 – Payment

General condition 14 is replaced with the following:

#### 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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by 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.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 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.
- 14.10 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.

### Special condition 2 – Acceptance of title

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.

### Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST

included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

**Special condition 4 – Electronic conveyancing**

5.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 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*.

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

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

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

5.8 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.

5.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.

**Special condition 5 – Condition of the Property**

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor’s title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

**Special condition 6 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

**Special condition 7 – Loan**

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

**Special condition 8 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

**Special condition 9 - Nomination**

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.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

**Special condition 10 – Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

**Special condition 11 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

**Special condition 12 - Re-sale Deed**

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.

b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature " means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

---

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

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

- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
  - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
  - 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

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

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

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

## 19. GST

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

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

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

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

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

19.7 In this general condition:

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

## 20. LOAN

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

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

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

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

## 21. BUILDING REPORT

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

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

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

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

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

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

## 22. PEST REPORT

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

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

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

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

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

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

## 23. ADJUSTMENTS

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

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

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

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

#### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

#### 25. GST WITHHOLDING

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

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

---

## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

## 28. NOTICES

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

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

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

---

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
- 

INFORMATION ONLY

**GUARANTEE and INDEMNITY**

I/We, ..... of  
.....

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 ..... 2024

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	UNIT 214, 40 BUSH BOULEVARD, MILL PARK VIC 3082
-------------	-------------------------------------------------

Vendor's name	DEANNA ELIZABETH LEONE	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

# 1. FINANCIAL MATTERS

## 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a)  Their total does not exceed: \$5,000.00

## 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):
------------------------------------------------------------

## 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

## 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

## 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1  Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

## 8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---------------------------------------------	-------------------------------------	---------------------------------------	-----------------------------------	--------------------------------------------------------

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

---

INFORMATION ONLY

# Due diligence checklist

## What you need to know before buying a residential property

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

(04/10/2016)

## **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.

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

Page 1 of 2

VOLUME 11486 FOLIO 515

Security no : 124119001076H  
Produced 14/10/2024 10:48 AM

**LAND DESCRIPTION**

Lot 206 on Plan of Subdivision 703354U.  
PARENT TITLE Volume 11458 Folio 480  
Created by instrument PS703354U Stage 5 10/04/2014

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
DEANNA ELIZABETH LEONE of APARTMENT 206 42 OLEANDER DRIVE MILL PARK VIC 3082  
AL177412T 24/06/2014

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AS253556J 13/06/2019  
ING BANK (AUSTRALIA) LTD

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

**DIAGRAM LOCATION**

SEE PS703354U 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 40 BUSH BOULEVARD MILL PARK VIC 3082

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 17125H GADENS LAWYERS  
Effective from 13/06/2019

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS703354U  
OWNERS CORPORATION 2 PLAN NO. PS703354U

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

---

DOCUMENT END

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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: 14/10/2024 10:48:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS703354U**

The land in PS703354U is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1E, 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, 10E, 11E, 12E, 13E, 14E, 15E, 101, 101C, 101E, 102, 102C, 102E, 103, 103C, 103E, 104, 104C, 104E, 105, 105C, 105E, 106, 106C, 106E, 107, 107C, 107E, 108, 108C, 108E, 109, 109C, 109E, 110, 110C, 110E, 111, 111C, 111E, 112, 112C, 112E, 113, 113C, 113E, 114, 201, 201C, 201E, 202, 202C, 202E, 203, 203C, 203E, 204, 204C, 204E, 205, 205C, 205E, 206, 206C, 206E, 207, 207C, 207E, 208, 208C, 208E, 209, 209C, 209E, 210, 210C, 210E, 211, 211C, 211E, 212, 212C, 212E, 213, 213C, 213E, 214, 301, 301C, 301E, 302, 302C, 302E, 303, 303C, 303E, 304, 304C, 304E, 305, 305C, 305E, 306, 306C, 306E, 307, 307C, 307E, 308, 308C, 308E, 309, 309C, 309E, 310, 310C, 310E, 311, 311C, 311E, 312, 312C, 312E, 313, 313C, 313E, 314, 401C, 402C, 403C, 404C, 405C, 406C, 407C, 408C, 409C, 410C, 411C, 412C, 413C, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, C3, C4, C5, C6, C7, C8, C9, C1A, C2A, C2B, D1, D2, D3, D4, D5, D6, D7, D8, D9, D10, D11, G1, G2, G3, G4, G5, G10, G11, G12, G06, G07, G08, G09.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

MELCORP STRATA PTY LTD 477 SWANSTON STREET MELBOURNE VIC 3000

AQ412552B 06/11/2017

### 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:

OC017056C 31/01/2013

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

OWNERS CORPORATION 1  
PLAN NO. PS703354U

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1E	435	130
Lot 2E	430	130
Lot 3E	430	130
Lot 4E	430	130
Lot 5E	430	130
Lot 6E	430	130
Lot 7E	430	130
Lot 8E	430	130
Lot 9E	430	130
Lot 10E	430	130
Lot 11E	430	130
Lot 12E	430	130
Lot 13E	430	130
Lot 14E	430	130
Lot 15E	430	140
Lot 101	340	95
Lot 101C	440	80
Lot 101E	425	100
Lot 102	325	85
Lot 102C	405	75
Lot 102E	380	75
Lot 103	325	85
Lot 103C	440	80
Lot 103E	380	75
Lot 104	330	80



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

OWNERS CORPORATION 1  
PLAN NO. PS703354U

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104C	450	80
Lot 104E	390	75
Lot 105	285	65
Lot 105C	410	75
Lot 105E	390	75
Lot 106	285	65
Lot 106C	455	80
Lot 106E	390	75
Lot 107	285	65
Lot 107C	410	75
Lot 107E	390	75
Lot 108	330	80
Lot 108C	405	75
Lot 108E	390	75
Lot 109	325	85
Lot 109C	470	85
Lot 109E	390	75
Lot 110	325	85
Lot 110C	420	75
Lot 110E	390	75
Lot 111	340	95
Lot 111C	440	80
Lot 111E	380	75
Lot 112	340	105
Lot 112C	400	75
Lot 112E	380	75
Lot 113	340	105
Lot 113C	415	75
Lot 113E	380	75



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

OWNERS CORPORATION 1  
PLAN NO. PS703354U

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 114	340	105
Lot 201	340	95
Lot 201C	445	80
Lot 201E	425	100
Lot 202	325	85
Lot 202C	410	75
Lot 202E	375	75
Lot 203	325	85
Lot 203C	445	80
Lot 203E	375	75
Lot 204	330	80
Lot 204C	455	80
Lot 204E	380	75
Lot 205	285	65
Lot 205C	410	75
Lot 205E	380	75
Lot 206	285	65
Lot 206C	460	80
Lot 206E	380	75
Lot 207	285	65
Lot 207C	415	75
Lot 207E	380	75
Lot 208	330	80
Lot 208C	410	75
Lot 208E	380	75
Lot 209	325	85
Lot 209C	470	85
Lot 209E	380	75
Lot 210	325	85



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

OWNERS CORPORATION 1  
PLAN NO. PS703354U

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 210C	425	75
Lot 210E	380	75
Lot 211	340	95
Lot 211C	445	80
Lot 211E	375	75
Lot 212	330	90
Lot 212C	410	75
Lot 212E	375	75
Lot 213	330	90
Lot 213C	420	75
Lot 213E	375	75
Lot 214	330	90
Lot 301	340	95
Lot 301C	445	80
Lot 301E	425	100
Lot 302	325	85
Lot 302C	415	75
Lot 302E	380	75
Lot 303	325	85
Lot 303C	450	80
Lot 303E	380	75
Lot 304	330	80
Lot 304C	460	80
Lot 304E	385	75
Lot 305	285	65
Lot 305C	415	75
Lot 305E	385	75
Lot 306	285	65
Lot 306C	465	80



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

OWNERS CORPORATION 1  
PLAN NO. PS703354U

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 306E	385	75
Lot 307	285	65
Lot 307C	415	75
Lot 307E	385	75
Lot 308	330	80
Lot 308C	415	75
Lot 308E	385	75
Lot 309	325	85
Lot 309C	475	85
Lot 309E	385	75
Lot 310	325	85
Lot 310C	425	75
Lot 310E	385	75
Lot 311	340	95
Lot 311C	450	80
Lot 311E	380	75
Lot 312	330	90
Lot 312C	415	75
Lot 312E	380	75
Lot 313	330	90
Lot 313C	425	75
Lot 313E	380	75
Lot 314	330	90
Lot 401C	455	80
Lot 402C	420	75
Lot 403C	455	80
Lot 404C	465	80
Lot 405C	420	75
Lot 406C	475	80



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS703354U**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 407C	425	75
Lot 408C	420	75
Lot 409C	480	85
Lot 410C	435	75
Lot 411C	455	80
Lot 412C	420	75
Lot 413C	435	75
Lot B1	390	105
Lot B2	460	105
Lot B3	460	105
Lot B4	400	105
Lot B5	400	105
Lot B6	400	105
Lot B7	460	105
Lot B8	460	105
Lot B9	400	105
Lot B10	395	105
Lot C3	480	105
Lot C4	480	105
Lot C5	480	105
Lot C6	480	105
Lot C7	480	105
Lot C8	480	105
Lot C9	495	125
Lot C1A	490	75
Lot C2A	500	85
Lot C2B	515	100
Lot D1	360	105
Lot D2	380	105



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

OWNERS CORPORATION 1  
PLAN NO. PS703354U

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot D3	390	105
Lot D4	395	105
Lot D5	395	105
Lot D6	400	105
Lot D7	400	105
Lot D8	400	105
Lot D9	395	105
Lot D10	395	105
Lot D11	390	105
Lot G1	420	110
Lot G2	615	165
Lot G3	665	160
Lot G4	555	135
Lot G5	465	115
Lot G10	560	125
Lot G11	610	135
Lot G12	755	170
Lot G06	855	190
Lot G07	735	165
Lot G08	600	135
Lot G09	520	115
<b>Total</b>	<b>78345.00</b>	<b>17450.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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: 14/10/2024 10:48:48 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS703354U**

The land in PS703354U is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 114, 201 - 214, 301 - 314, G1, G2.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

MELCORP STRATA PTY LTD 477 SWANSTON STREET MELBOURNE VIC 3000

AQ412552B 06/11/2017

### 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:

OC021681D 10/04/2014

### Notations:

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

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	340	95
Lot 102	325	85
Lot 103	325	85
Lot 104	330	80
Lot 105	285	65



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

OWNERS CORPORATION 2  
PLAN NO. PS703354U

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	285	65
Lot 107	285	65
Lot 108	330	80
Lot 109	325	85
Lot 110	325	85
Lot 111	340	95
Lot 112	340	105
Lot 113	340	105
Lot 114	340	105
Lot 201	340	95
Lot 202	325	85
Lot 203	325	85
Lot 204	330	80
Lot 205	285	65
Lot 206	285	65
Lot 207	285	65
Lot 208	330	80
Lot 209	325	85
Lot 210	325	85
Lot 211	340	95
Lot 212	330	90
Lot 213	330	90
Lot 214	330	90
Lot 301	340	95
Lot 302	325	85
Lot 303	325	85
Lot 304	330	80
Lot 305	285	65
Lot 306	285	65



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/10/2024 10:48:48 AM

**OWNERS CORPORATION 2  
PLAN NO. PS703354U**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 307	285	65
Lot 308	330	80
Lot 309	325	85
Lot 310	325	85
Lot 311	340	95
Lot 312	330	90
Lot 313	330	90
Lot 314	330	90
Lot G1	420	110
Lot G2	615	165
<b>Total</b>	<b>14520.00</b>	<b>3785.00</b>

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.



# Imaged Document Cover Sheet


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

Document Type	<b>Plan</b>
Document Identification	<b>PS703354U</b>
Number of Pages (excluding this cover sheet)	<b>29</b>
Document Assembled	<b>14/10/2024 10:48</b>

**Copyright and disclaimer notice:**

© 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.

The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>	STAGE NO	LRS USE ONLY <b>EDITION 8</b>	PLAN NUMBER <b>PS 703354U</b>
<b>LOCATION OF LAND</b>	<b>COUNCIL CERTIFICATION</b>		
PARISH: MORANG SECTION: 6 CROWN PORTION: 1 (PART)  LAST PLAN REF: PS 641294D LOT 2 TITLE REFERENCE: VOL 11331 FOL 991  POSTAL ADDRESS: 40 BUSH BOULEVARD MILL PARK 3082  MGA 94 CO-ORDINATES: E 330 410 OF APPROX. CENTRE N 5 830 970 OF LAND IN PLAN ZONE 55	COUNCIL NAME: CITY OF WHITTLESEA REF: (1) THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. (2) THIS PLAN IS CERTIFIED UNDER SEC. 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / (3) THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988  PUBLIC OPEN SPACE: (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE (ii) THE REQUIREMENT HAS / HAS NOT BEEN SATISFIED (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE: (iv) THE REQUIREMENT HAS BEEN SATISFIED FOR:		
<b>VESTING OF ROADS OR RESERVES</b>	COUNCIL DELEGATE ..... COUNCIL SEAL SIGNATURE PRINT NAME DATE / /		
IDENTIFIER	COUNCIL/BODY/PERSON		
RESERVE No.1	SPI ELECTRICITY PTY LTD		
THIS PLAN IS RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988  COUNCIL DELEGATE ..... COUNCIL SEAL SIGNATURE PRINT NAME DATE / /			
<b>NOTATIONS</b>			
DEPTH LIMITATION: DOES NOT APPLY  THIS IS A SPEAR PLAN  STAGING: THIS IS A STAGED SUBDIVISION PLANNING PERMIT NO: 607795 (STAGE 1), 608299 (STAGE 2) 609091 (STAGE 3), 608316 (STAGE 5) 609147 (STAGE 6)  SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: IN PROCLAIMED SURVEY AREA NUMBER:  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL  BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: EXTERIOR FACE: BOUNDARIES MARKED E MEDIAN: BOUNDARIES MARKED M INTERIOR FACE: ALL OTHER BOUNDARIES  DIMENSIONS SHOWN THUS *12.01 ARE MEASURED TO THE EXPOSED FACE	BUILDING CONTAINING LOTS G1, G2, 101 TO 114, 201 TO 214 & 301 TO 314: COMMON PROPERTY No.2 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.  ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 2 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.  BUILDING CONTAINING LOTS G3 TO G5, 101E TO 113E, 201E TO 213E & 301E TO 313E: COMMON PROPERTY No.3 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.  ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 3 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.  COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.2 & COMMON PROPERTY No.3.  COMMON PROPERTY No.4 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES EXCEPT FOR THOSE MARKED 'M'		
<b>EASEMENT INFORMATION</b>	<b>LRS USE ONLY</b>		
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)	STATEMENT OF COMPLIANCE EXEMPTION STATEMENT		
SEE SHEET 2	RECEIVED <input checked="" type="checkbox"/>		
	DATE 22/01/13		
	<b>THIS IS A LAND VICTORIA COMPILED PLAN</b>		
	FOR DETAILS SEE MODIFICATION TABLE HEREIN		
	SHEET 1 OF 21 SHEETS		
 <b>CRA SURVEY PTY LTD</b> LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS  7A/346 Belmore Road office@crasurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933	LICENSED SURVEYOR: P.J.S. TYNKKYNNEN  SIGNATURE: DIGITALLY SIGNED  REF: 4468PS6_STAGE 6 VERSION: 3 (11.08.16)		DATE / /  ..... COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

	PLAN OF SUBDIVISION	STAGE NO	PLAN NUMBER <b>PS 703354U</b>
--	---------------------	----------	----------------------------------

EASEMENT INFORMATION

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

EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	3.50	THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER CORPORATION VOL 11591 FOLS 403 TO 418 (BOTH INCLUSIVE) & 421 VOL 11615 FOLS 543, 544, 545 & 547 TO 598 (BOTH INCLUSIVE) VOL 11688 FOLS 635 & 636
	SEWERAGE	3.50	THIS PLAN	
	CARRIAGEWAY	3.50	INST. No. AL948259C	
E-5	CARRIAGEWAY	7.30	INST. No. AL948259C	VOL 11591 FOLS 403 TO 418 (BOTH INCLUSIVE) & 421 VOL 11615 FOLS 543, 544, 545 & 547 TO 598 (BOTH INCLUSIVE) VOL 11688 FOLS 635 & 636
E-6	DRAINAGE	3.50	THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER CORPORATION
	SEWERAGE	3.50	THIS PLAN	

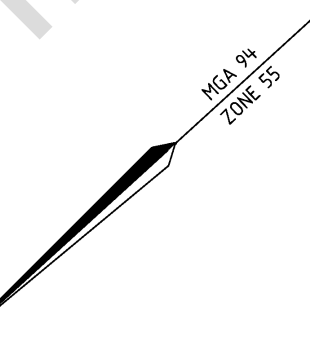
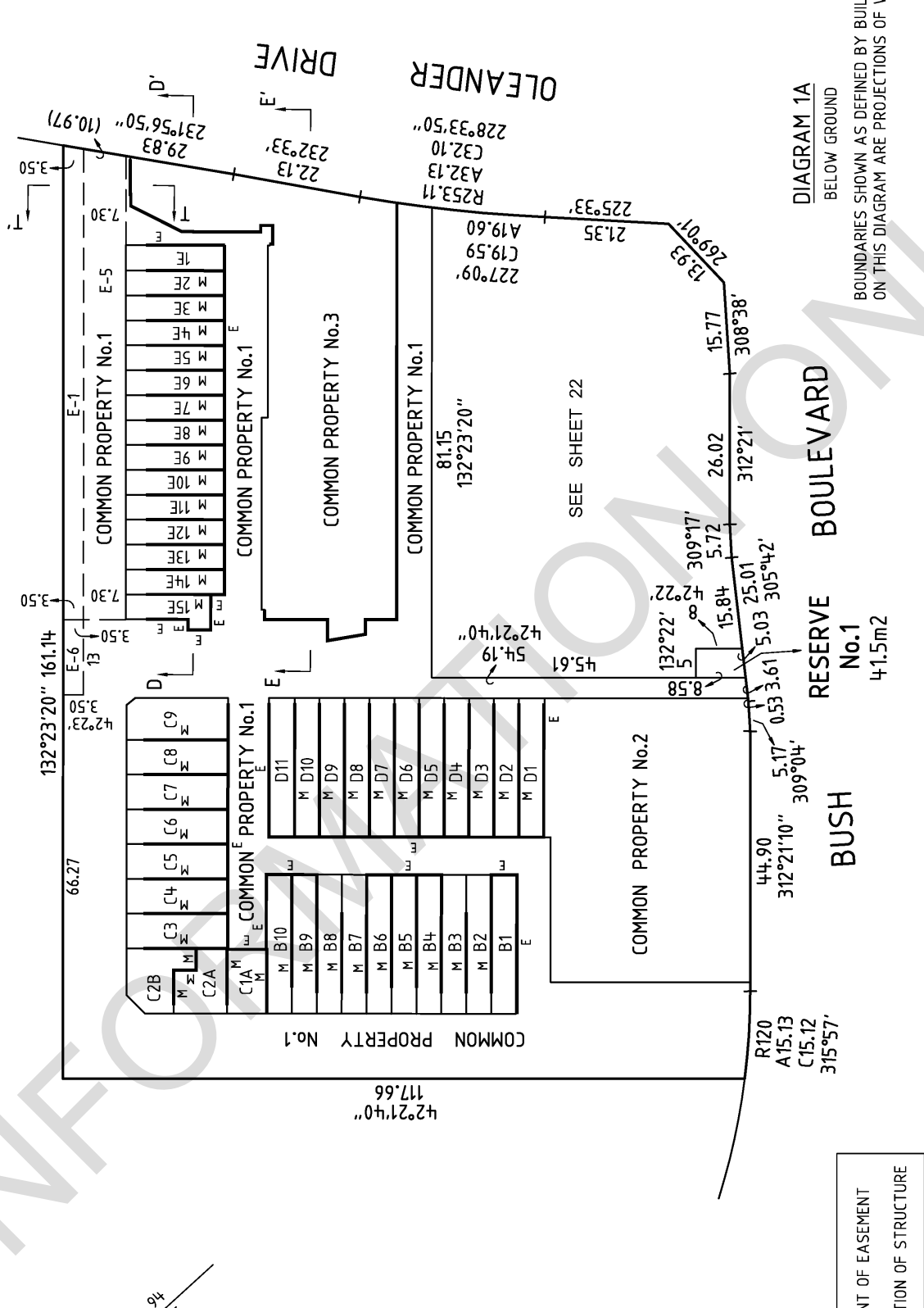
INFORMATION ONLY

<b>CRA SURVEY PTY LTD</b> LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS  7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933	LICENSED SURVEYOR: P.J.S. TYNKKYNNEN  SIGNATURE ..... DATE / /  REF: 4468PS6_STAGE 6 VERSION: 3 (11.08.16)	SHEET 2  DATE / /  ..... COUNCIL DELEGATE SIGNATURE  ORIGINAL SHEET SIZE A3
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------

**PLAN OF SUBDIVISION**

STAGE NO  
**PS 703354U**

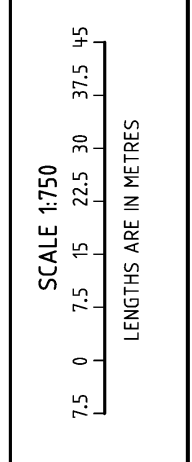
PLAN NUMBER  
**PS 703354U**



— — — — — INDICATES EXTENT OF EASEMENT  
 - - - - - INDICATES LOCATION OF STRUCTURE

SHEET 3  
DATE / /  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR: P.J.S. TYNKYNEN  
 SIGNATURE ..... DATE / /  
 REF: 4468P56\_STAGE 6 VERSION: 3 (11.08.16)



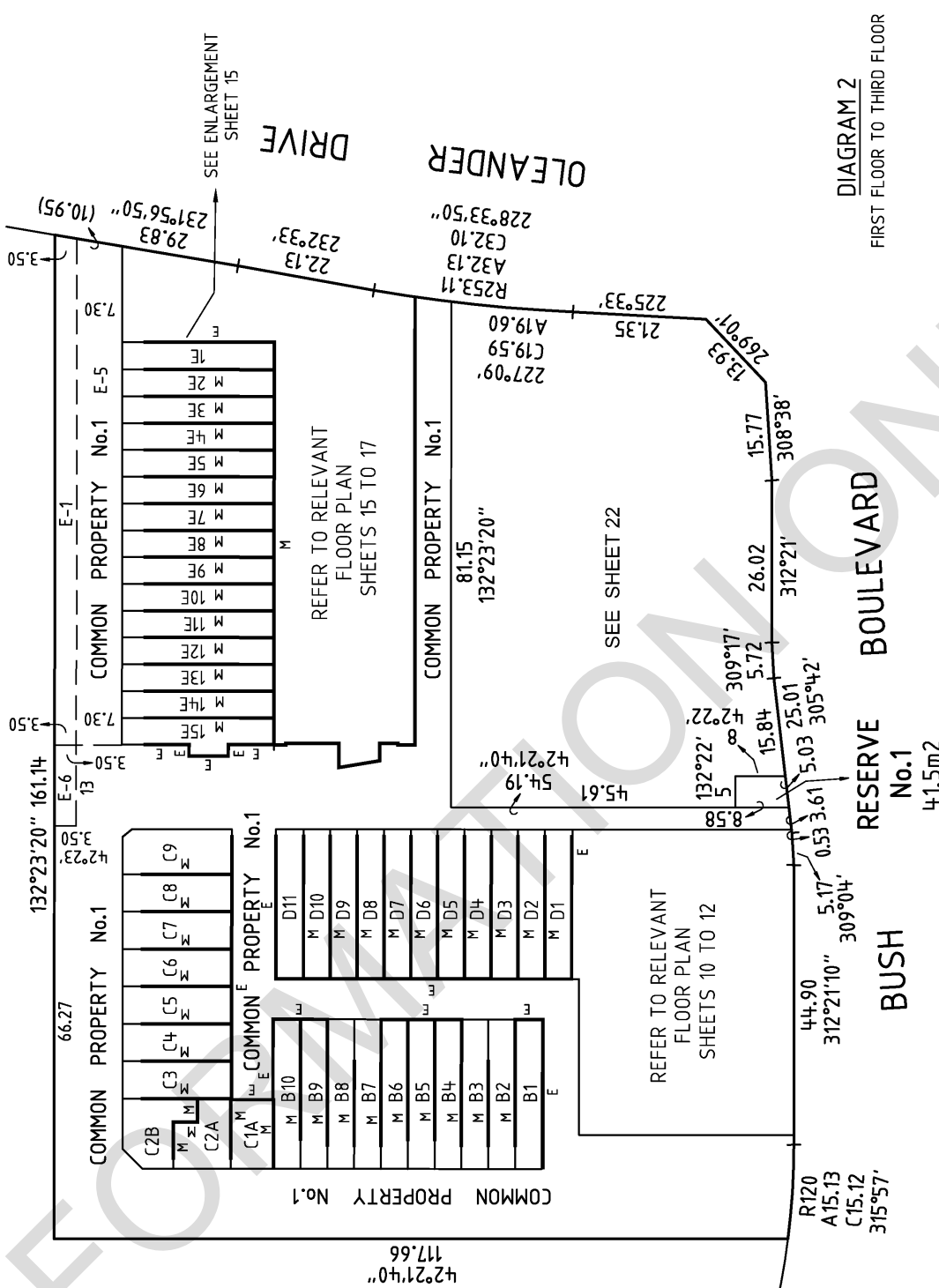
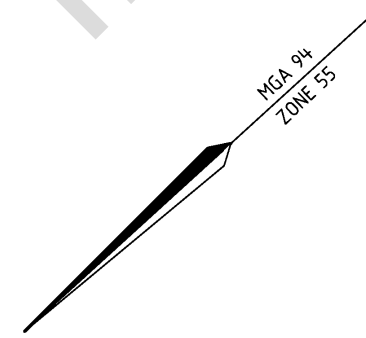
**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@craurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9890 0933



**PLAN OF SUBDIVISION**

STAGE NO  
**PS 703354U**

PLAN NUMBER  
**PS 703354U**



— — — — — INDICATES EXTENT OF EASEMENT  
 - - - - - INDICATES LOCATION OF STRUCTURE

**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@craurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9850 0933

SCALE 1:750  
 LENGTHS ARE IN METRES

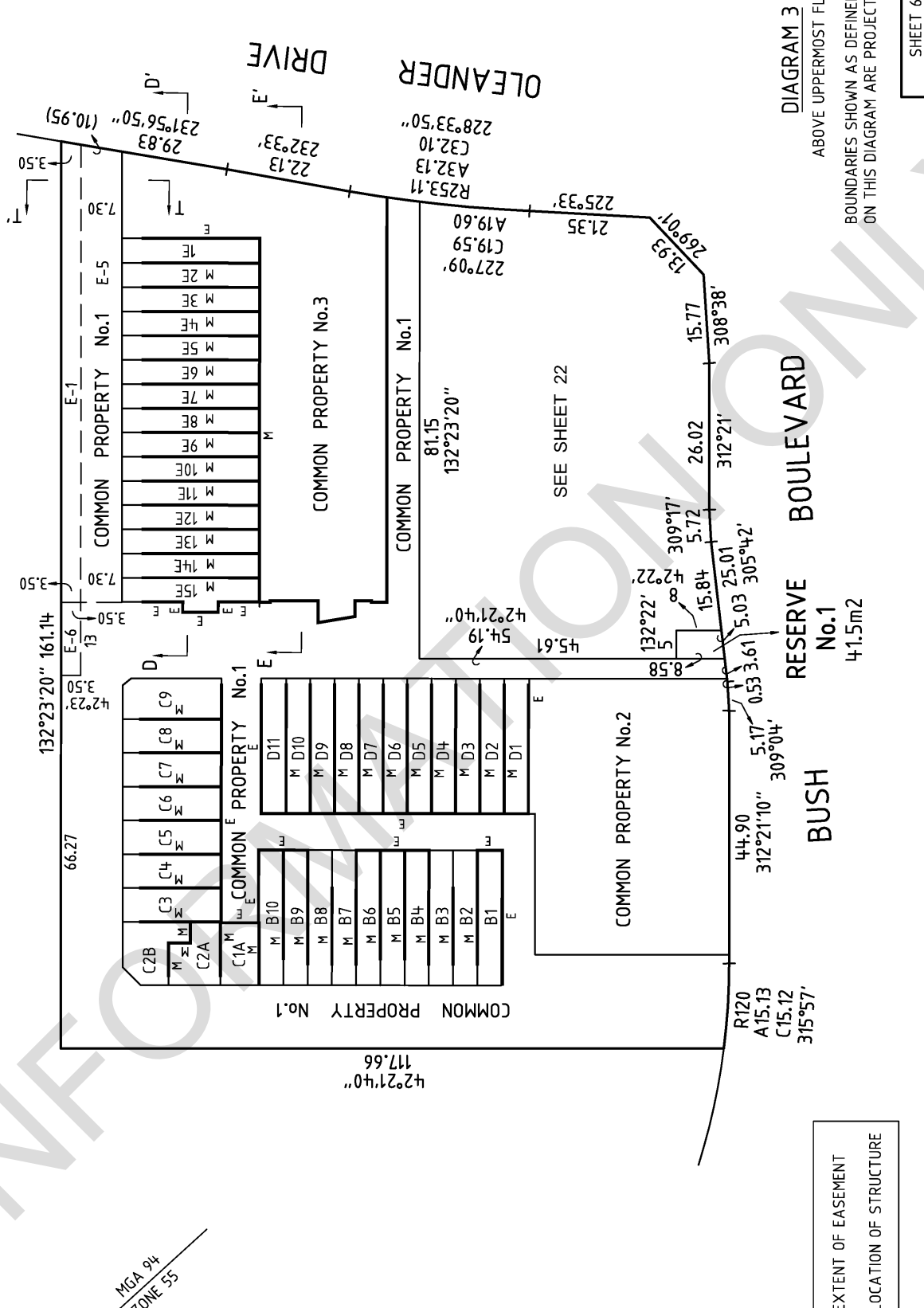
LICENSED SURVEYOR: P.J.S. TYNKYNEN  
 SIGNATURE ..... DATE / /  
 REF: 4468P56\_STAGE 6 VERSION: 3 (11.08.16)

SHEET 5  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE  
 ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

STAGE NO  
**PS 703354U**

PLAN NUMBER  
**PS 703354U**



— — — — — INDICATES EXTENT OF EASEMENT  
 - - - - - INDICATES LOCATION OF STRUCTURE

**DIAGRAM 3**  
 ABOVE UPPERMOST FLOOR  
 BOUNDARIES SHOWN AS DEFINED BY BUILDINGS  
 ON THIS DIAGRAM ARE PROJECTIONS OF WALLS

**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@craurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9890 0933

SCALE 1:750  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR: P.J.S. TYNKYNEN  
 SIGNATURE ..... DATE / /  
 REF: 4468P56\_STAGE 6 VERSION: 3 (11.08.16)

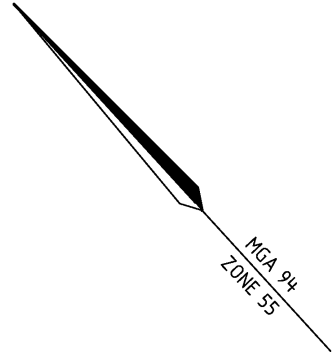
SHEET 6  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE  
 ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER

PS 703354U

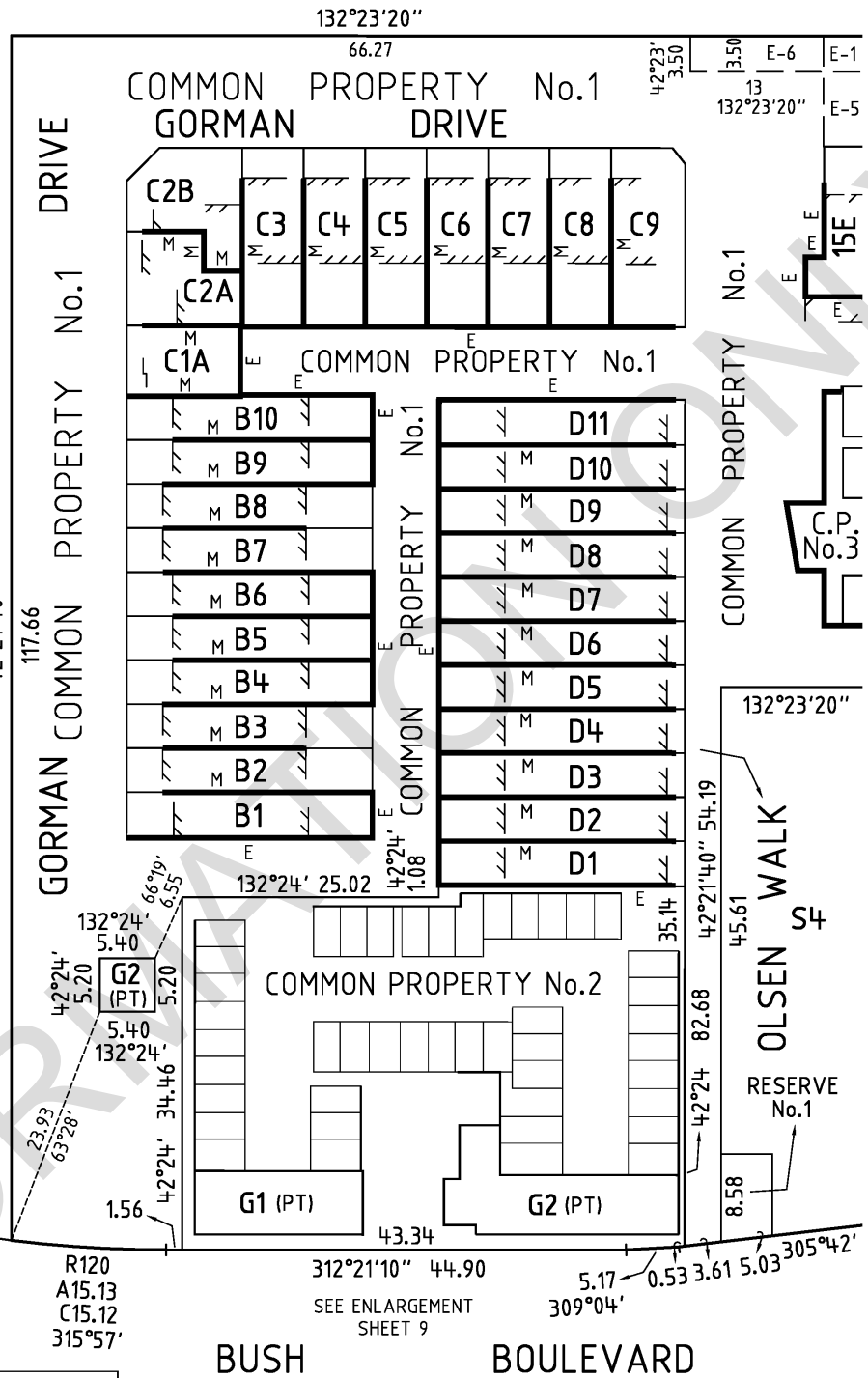


SEE ENLARGEMENT SHEET 8

SEE ENLARGEMENT SHEET 9

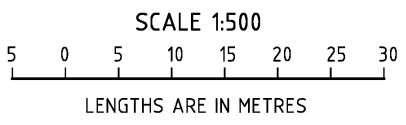
SEE SHEET 13

SEE SHEET 22



--- INDICATES EXTENT OF EASEMENT  
 / / / INDICATES LOCATION OF STRUCTURE

DIAGRAM 4  
GROUND FLOOR



**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@craurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9890 0933

LICENSED SURVEYOR: P.J.S. TYNKKYNNEN

SIGNATURE \_\_\_\_\_ DATE / /

REF: 4468PS6\_STAGE 6 VERSION: 3 (11.08.16)

SHEET 7

DATE / /

\_\_\_\_\_

COUNCIL DELEGATE SIGNATURE

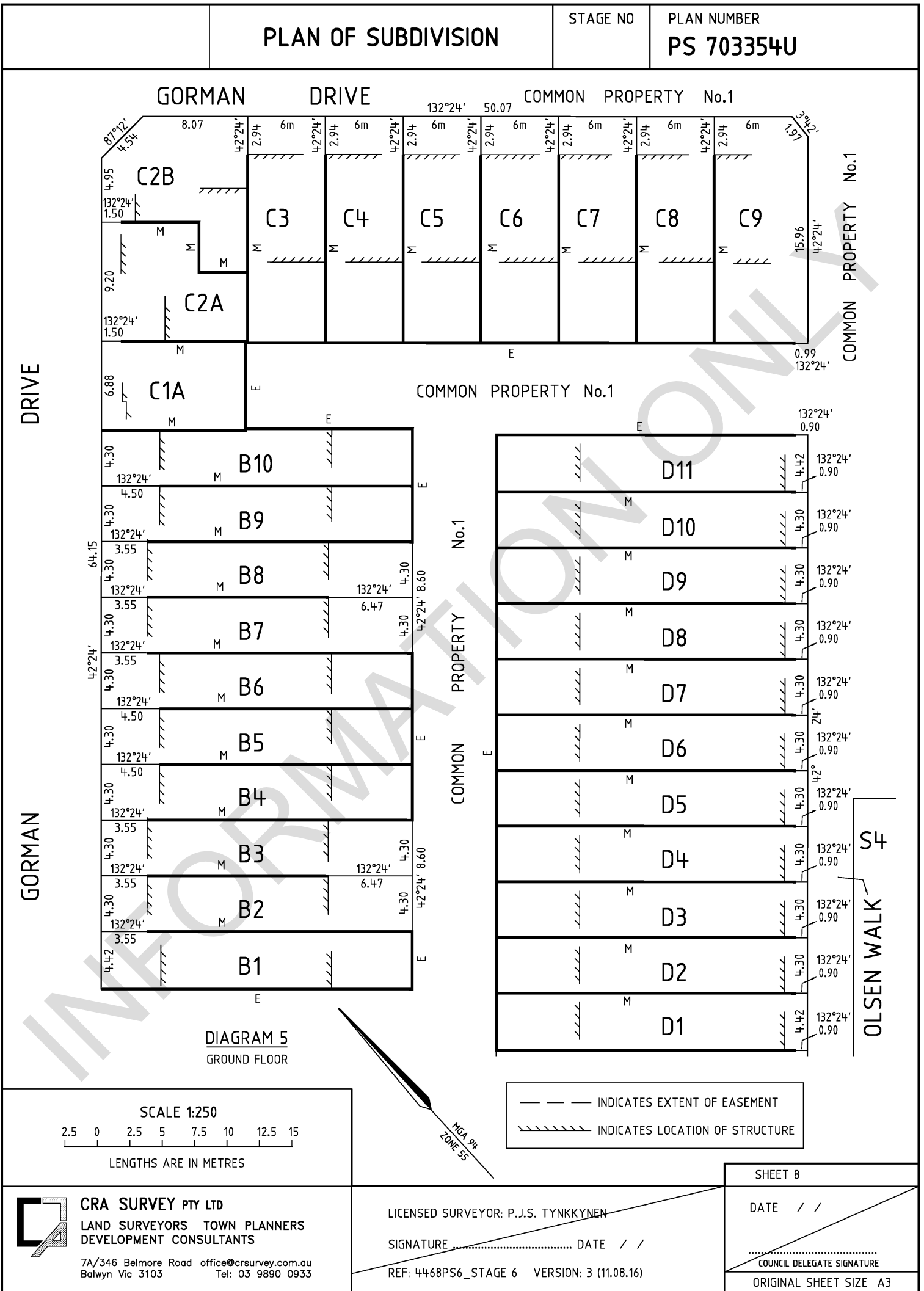
ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

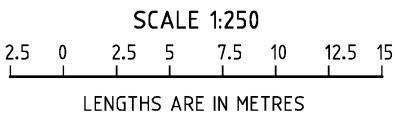
STAGE NO

PLAN NUMBER

**PS 703354U**



**DIAGRAM 5**  
GROUND FLOOR



--- INDICATES EXTENT OF EASEMENT  
 \\\ INDICATES LOCATION OF STRUCTURE

**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@crasurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9890 0933

LICENSED SURVEYOR: P.J.S. TYNKKYNNEN  
 SIGNATURE \_\_\_\_\_ DATE / /  
 REF: 4468PS6\_STAGE 6 VERSION: 3 (11.08.16)

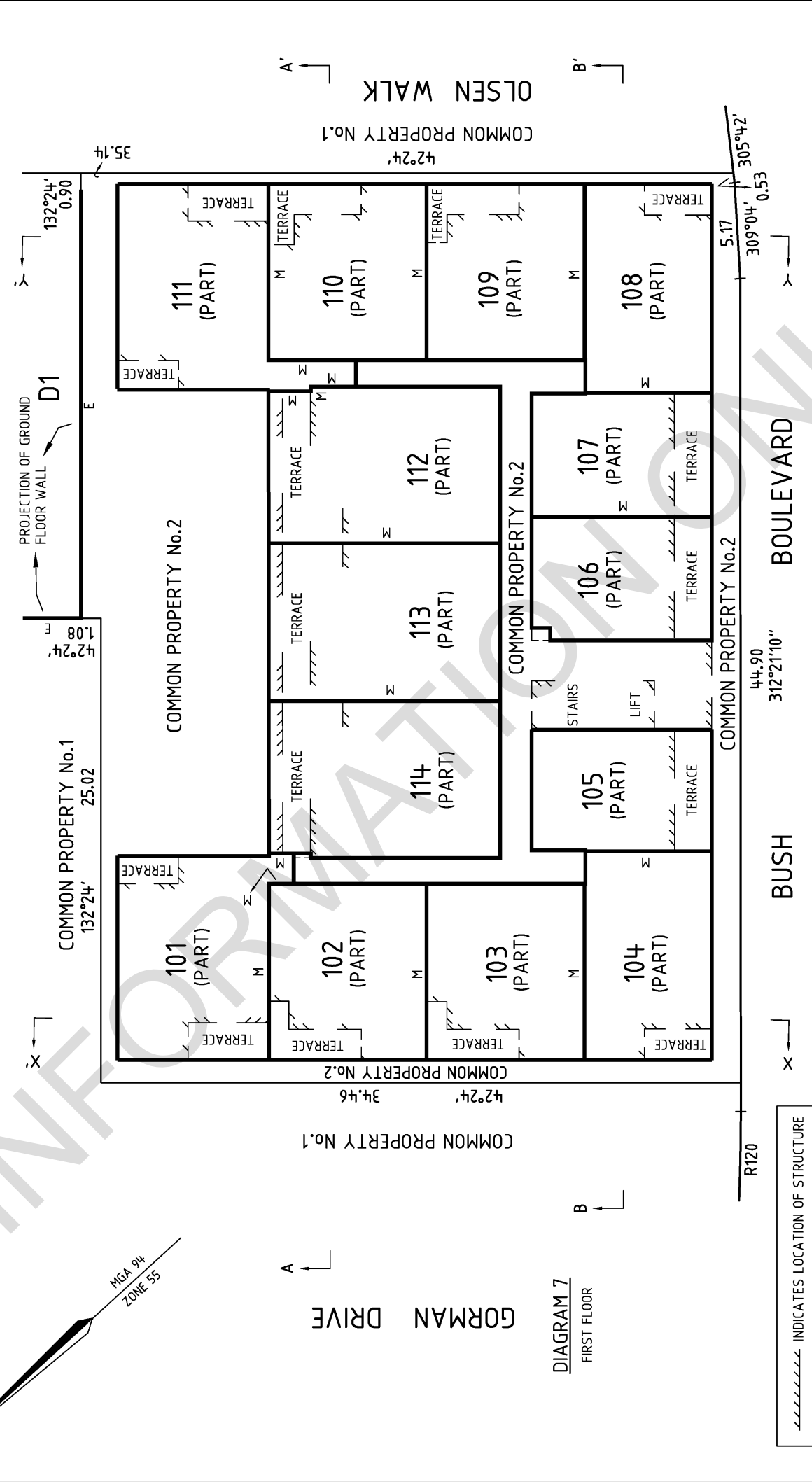
SHEET 8  
 DATE / /  
 \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE  
 ORIGINAL SHEET SIZE A3



# PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER  
**PS 703354U**



SHEET 10

DATE / /

.....

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR: P.J.S. TYNKKYNNEN

SIGNATURE .....

DATE / /

REF: 4468P56\_STAGE 6 VERSION: 3 (11.08.16)

SCALE 1:200

LENGTHS ARE IN METRES

**CRA SURVEY PTY LTD**

LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@cra-survey.com.au  
Bairwyn Vic 3103 Tel: 03 9890 0933

INDICATES LOCATION OF STRUCTURE

**DIAGRAM 7**  
FIRST FLOOR

GORMAN DRIVE

BOULEVARD

BUSH

OLSEN WALK

PROJECTION OF GROUND  
FLOOR WALL

D1

COMMON PROPERTY No.1  
132'24"  
25.02

COMMON PROPERTY No.2

COMMON PROPERTY No.2

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.2

R120

MGA 94  
ZONE 55

# PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER  
**PS 703354U**

PROJECTION OF GROUND FLOOR WALL

D1

COMMON PROPERTY No.1  
132°24' 25.02

132°24' 0.90

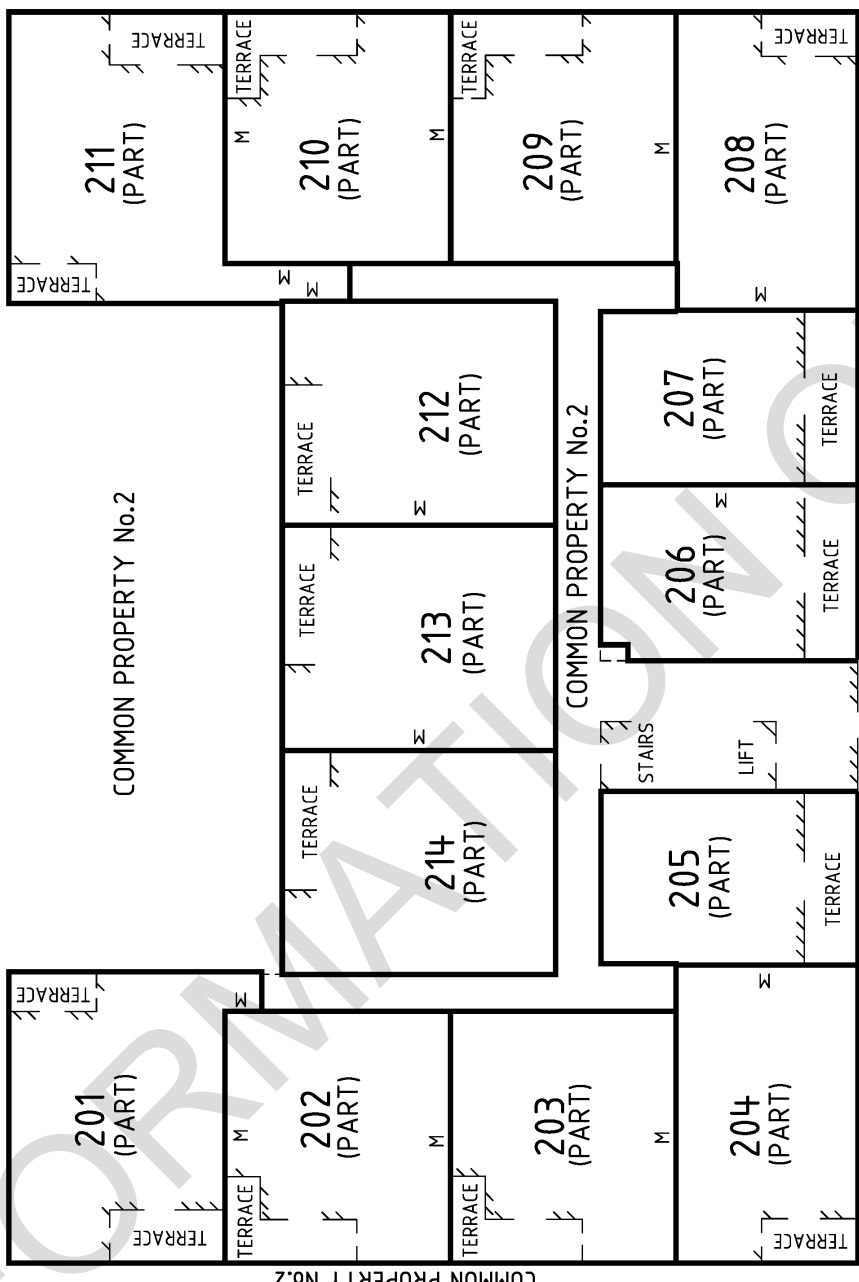
42°24' 1.08

COMMON PROPERTY No.2

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.1



GORMAN DRIVE

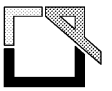
BOULEVARD

BUSH

OLSEN WALK

DIAGRAM 8  
SECOND FLOOR

INDICATES LOCATION OF STRUCTURE



MCA 94  
ZONE 55

SHEET 11

LICENSED SURVEYOR: P.J.S. TYNKKYNNEN

SIGNATURE ..... DATE / /

REF: 4468P56\_STAGE 6 VERSION: 3 (11.08.16)

**CRA SURVEY PTY LTD**  
LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS

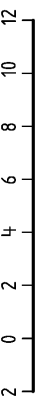
7A/346 Belmore Road office@craurvey.com.au  
Tel: 03 9890 0933  
Balwyn Vic 3103

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

SCALE 1:200

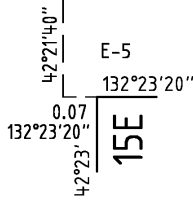


LENGTHS ARE IN METRES



PS 703354U

ENLARGEMENT  
NOT TO SCALE



SEE ENLARGEMENT ABOVE

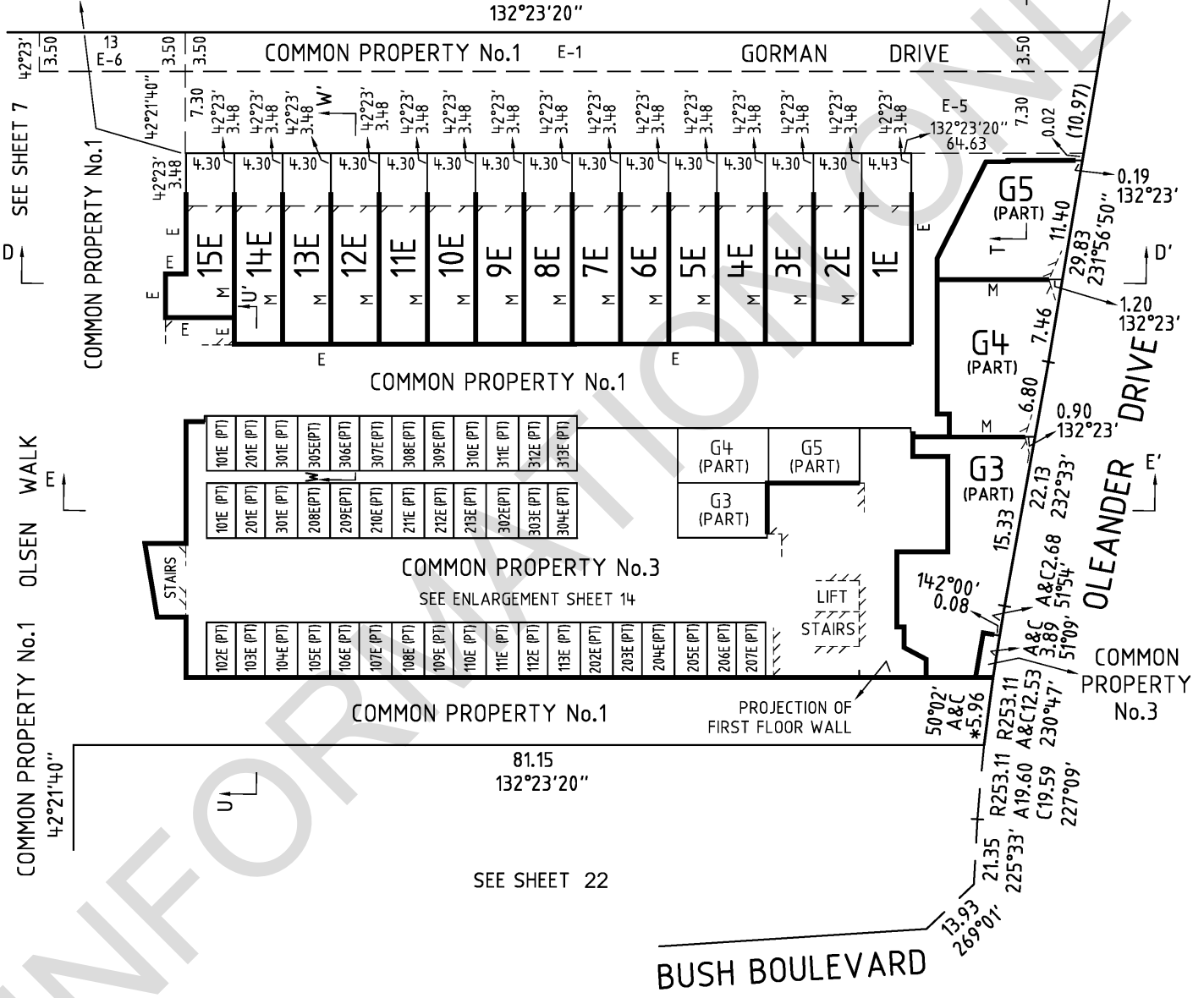


DIAGRAM 10  
GROUND FLOOR

— — — — — INDICATES EXTENT OF EASEMENT  
 \ \ \ \ \ INDICATES LOCATION OF STRUCTURE

REF: 4468PS6\_STAGE 6      VERSION: 3 (11.08.16)

**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@crsurvey.com.au  
 Balwyn Vic 3103      Tel: 03 9890 0933

SCALE  
1 : 400

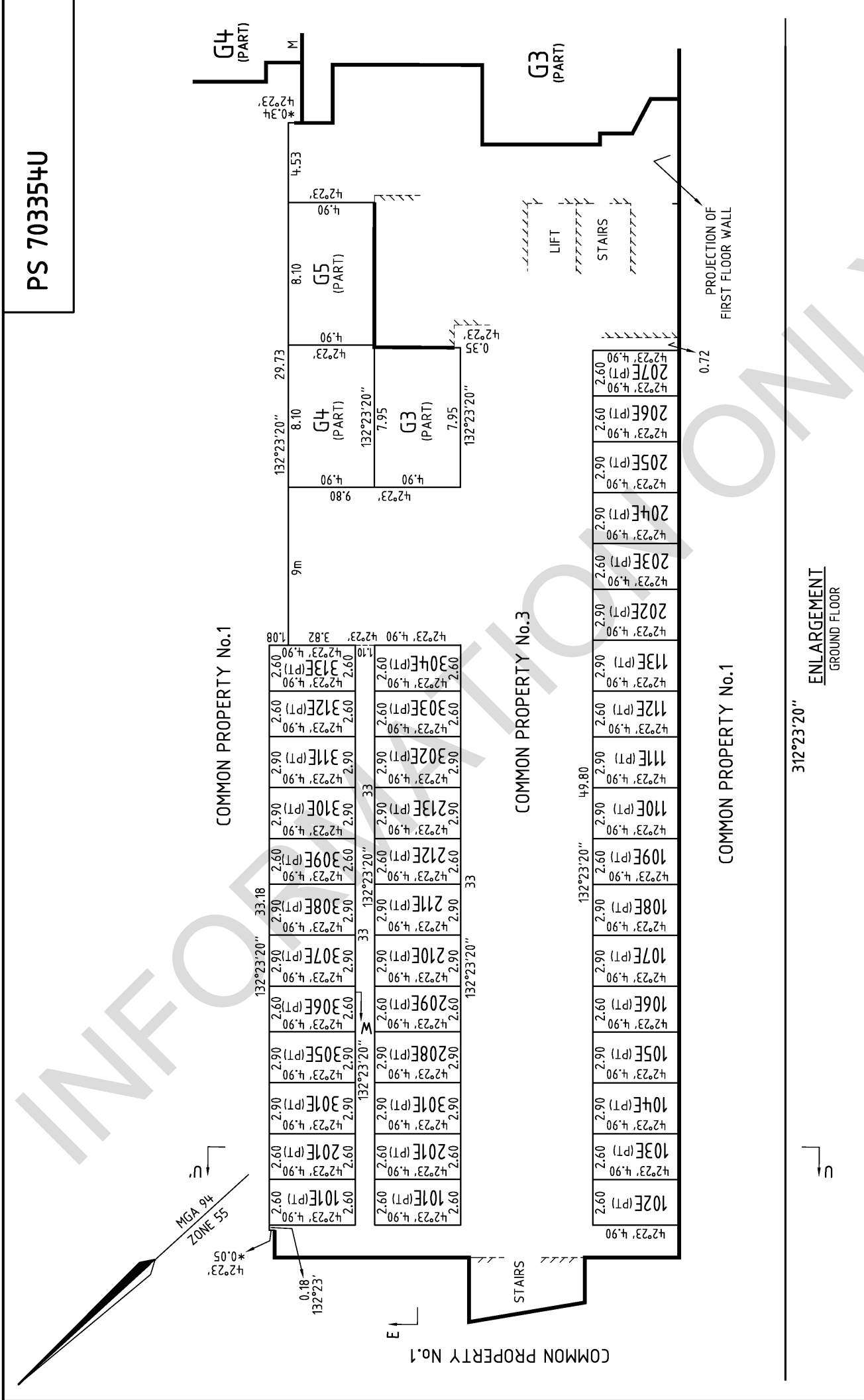
LENGTHS ARE IN METRES

P.J.S. TYNKKYNNEN

ORIGINAL SHEET  
SIZE: A3

SHEET 13

PS 703354U



 <b>CRA SURVEY PTY LTD</b> LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933	REF: 4468PS6_STAGE 6	VERSION: 3 (11.08.16)	ORIGINAL SHEET SIZE: A3	SHEET 14
	P.J.S. TYNKKYNNEN			

ENLARGEMENT  
GROUND FLOOR

312'23'20"

COMMON PROPERTY No.1

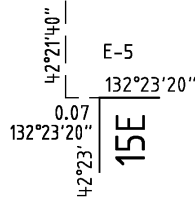
COMMON PROPERTY No.3

COMMON PROPERTY No.1

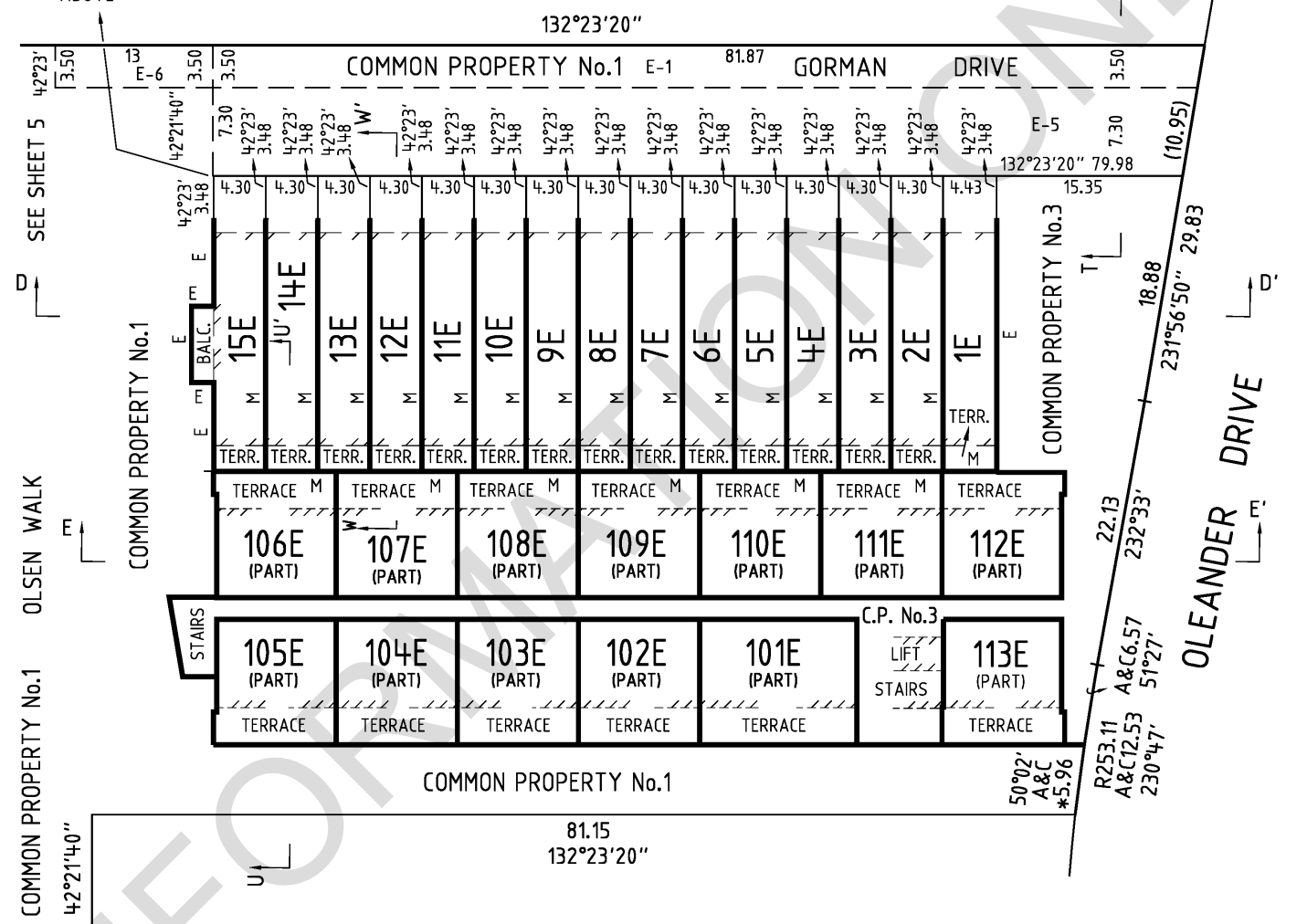
COMMON PROPERTY No.1

PS 703354U

ENLARGEMENT  
NOT TO SCALE



SEE ENLARGEMENT ABOVE



SEE SHEET 22

DIAGRAM 11  
FIRST FLOOR

--- INDICATES EXTENT OF EASEMENT  
 // INDICATES LOCATION OF STRUCTURE

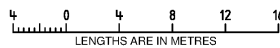
REF: 4468PS6\_STAGE 6      VERSION: 3 (11.08.16)



**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@crsurvey.com.au  
 Belwyn Vic 3103      Tel: 03 9890 0933

SCALE  
1 : 400



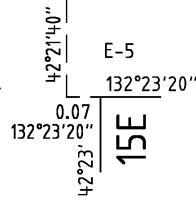
ORIGINAL SHEET  
SIZE: A3

SHEET 15

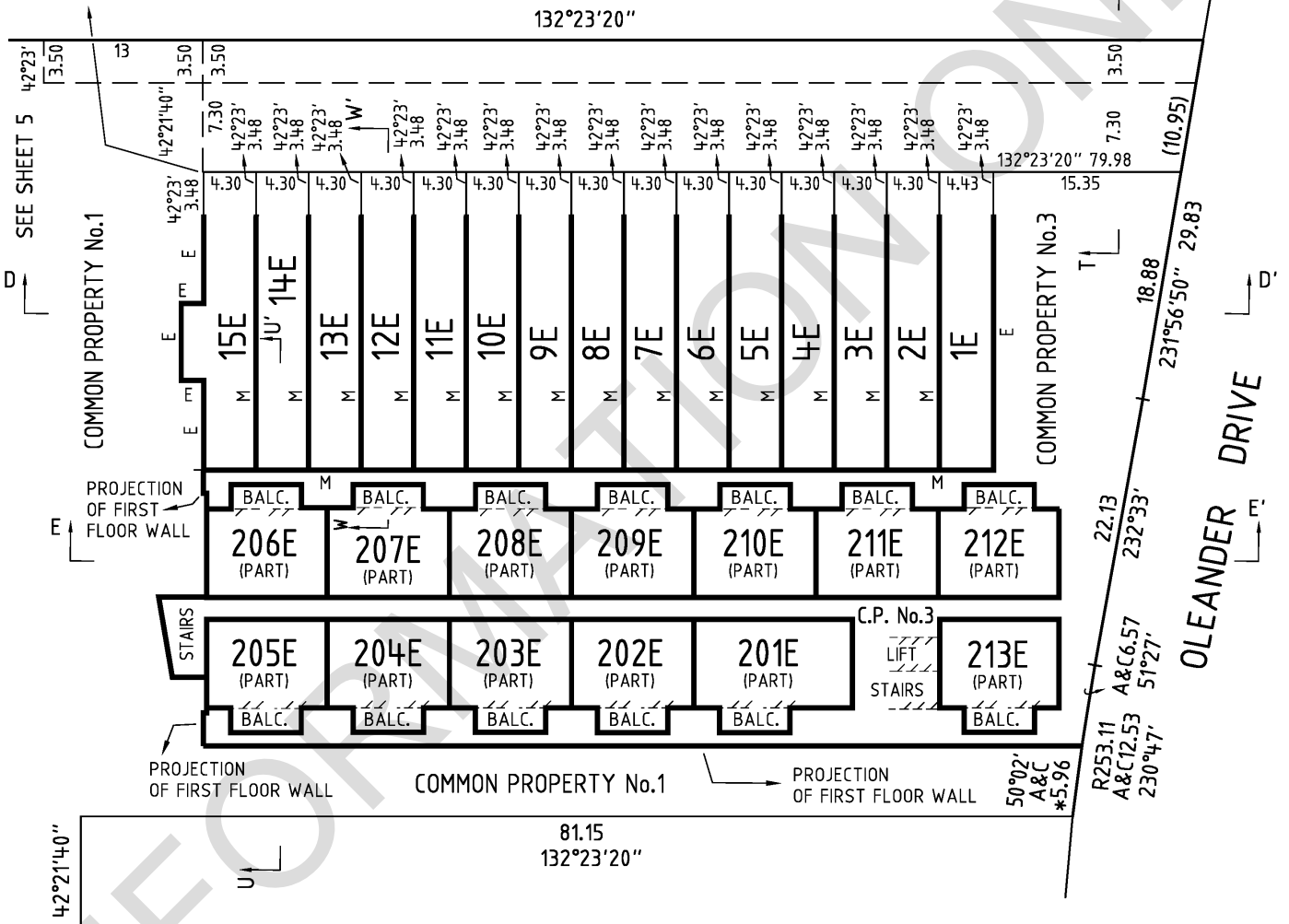
P.J.S. TYNKKYNNEN

PS 703354U

ENLARGEMENT  
NOT TO SCALE



SEE ENLARGEMENT ABOVE



SEE SHEET 22

BOUNDARIES SHOWN AS DEFINED BY BUILDINGS FOR LOTS 1E TO 15E ARE PROJECTION OF FIRST FLOOR WALLS

DIAGRAM 12  
SECOND FLOOR

--- INDICATES EXTENT OF EASEMENT  
 \\\\\\\\\\\\\ INDICATES LOCATION OF STRUCTURE

REF: 4468PS6\_STAGE 6      VERSION: 3 (11.08.16)

**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@crsurvey.com.au  
 Balwyn Vic 3103      Tel: 03 9890 0933

SCALE  
1 : 400

LENGTHS ARE IN METRES

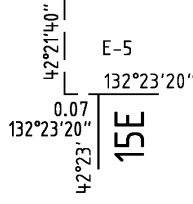
P.J.S. TYNKKYNNEN

ORIGINAL SHEET  
SIZE: A3

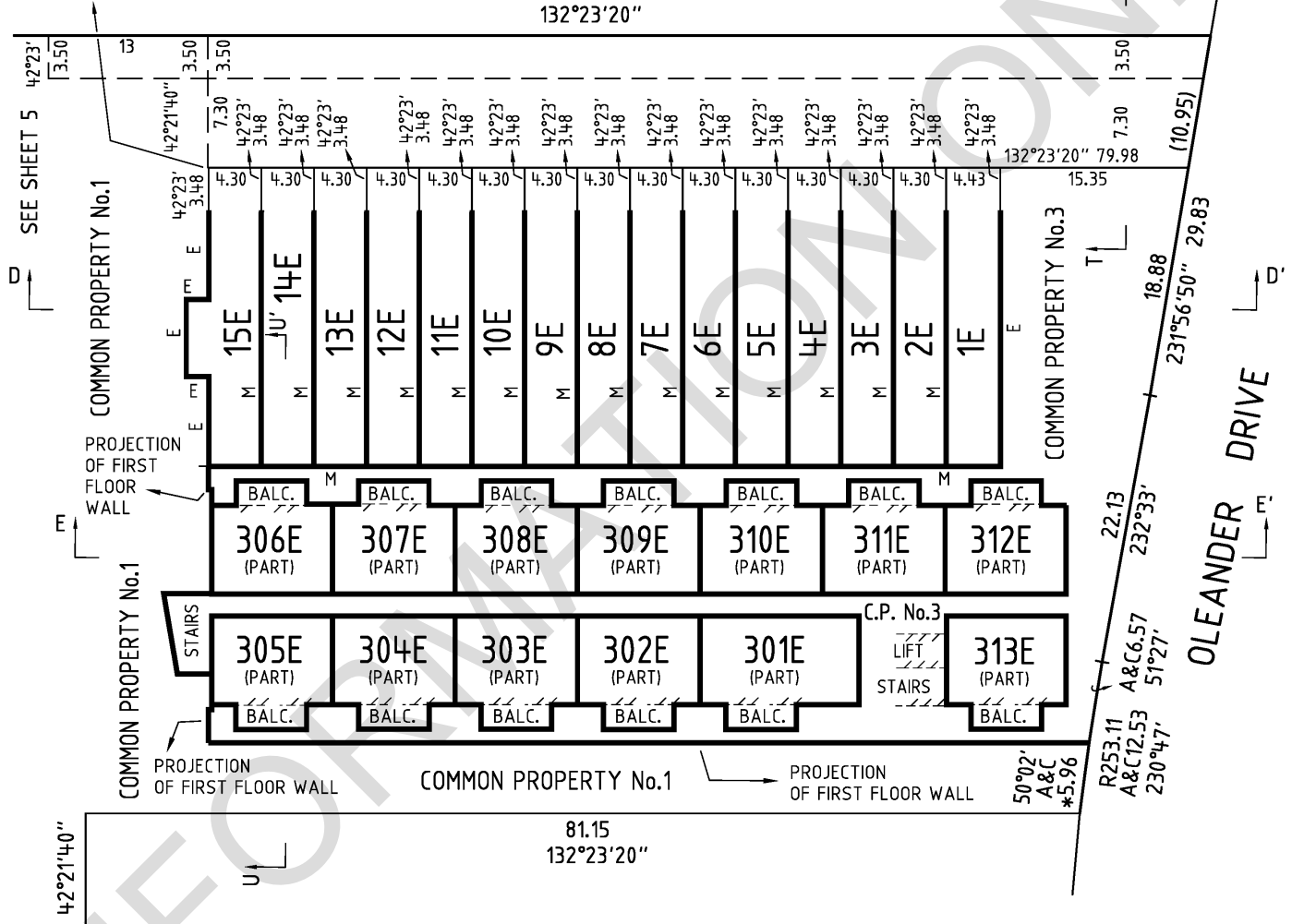
SHEET 16

PS 703354U

ENLARGEMENT  
NOT TO SCALE



SEE ENLARGEMENT ABOVE



SEE SHEET 22

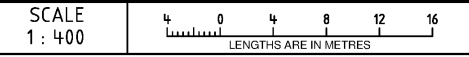
BOUNDARIES SHOWN AS DEFINED BY BUILDINGS FOR LOTS 1E TO 15E ARE PROJECTION OF FIRST FLOOR WALLS

DIAGRAM 13  
THIRD FLOOR

— — — — — INDICATES EXTENT OF EASEMENT  
 // // // // // INDICATES LOCATION OF STRUCTURE

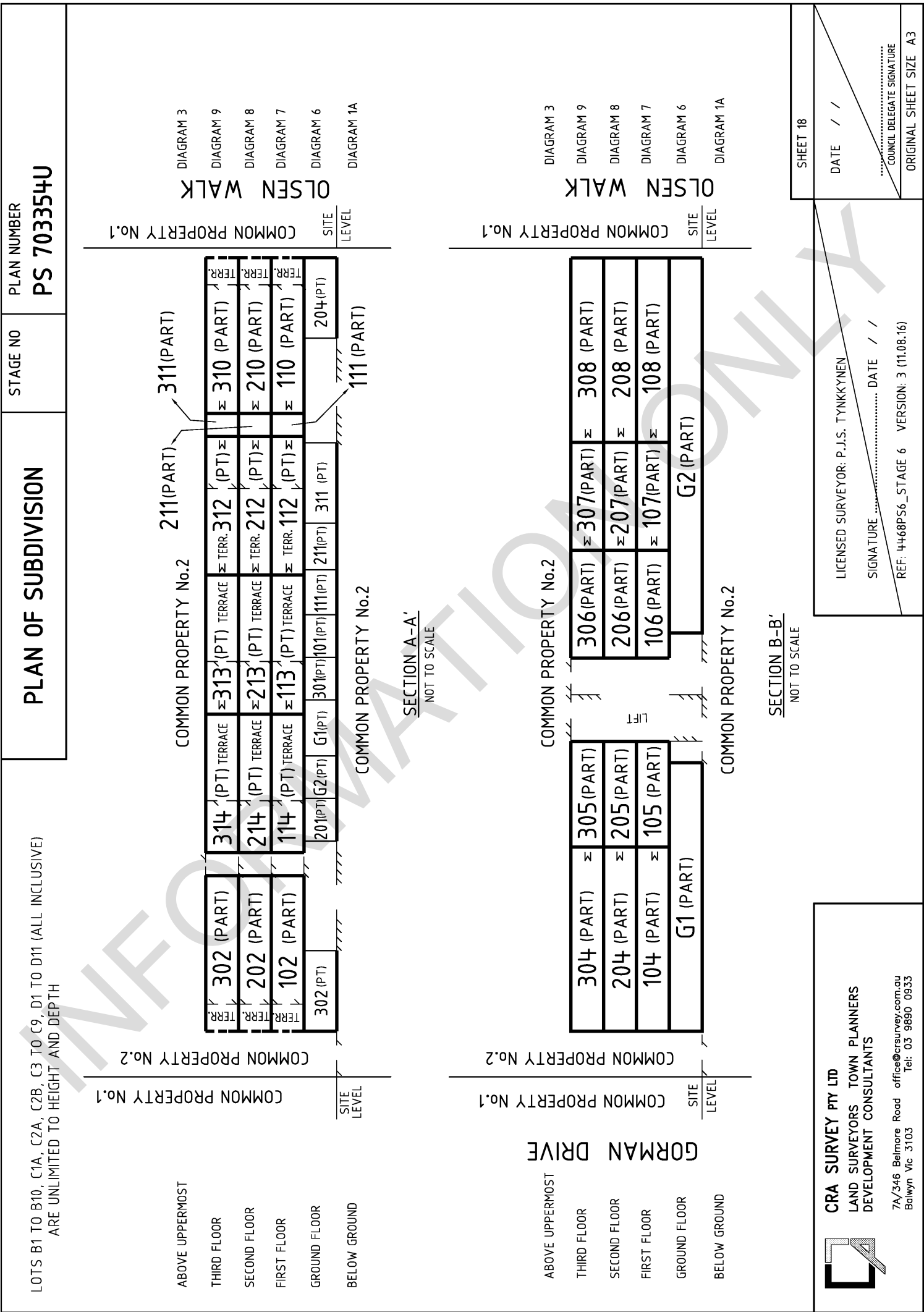
REF: 4468PS6\_STAGE 6      VERSION: 3 (11.08.16)

**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@crsurvey.com.au  
 Balwyn Vic 3103      Tel: 03 9890 0933



ORIGINAL SHEET SIZE: A3      SHEET 17

P.J.S. TYNKKYNNEN



**PLAN OF SUBDIVISION**

LOTS B1 TO B10, C1A, C2A, C2B, C3 TO C9, D1 TO D11 (ALL INCLUSIVE) ARE UNLIMITED TO HEIGHT AND DEPTH

STAGE NO

PLAN NUMBER  
**PS 703354U**

COMMON PROPERTY No.1  
COMMON PROPERTY No.2

DIAGRAM 3  
DIAGRAM 9  
DIAGRAM 8  
DIAGRAM 7  
DIAGRAM 6  
DIAGRAM 1A

OLSEN WALK  
COMMON PROPERTY No.1  
SITE LEVEL

**SECTION A-A'**  
NOT TO SCALE

COMMON PROPERTY No.2

DIAGRAM 3  
DIAGRAM 9  
DIAGRAM 8  
DIAGRAM 7  
DIAGRAM 6  
DIAGRAM 1A

OLSEN WALK  
COMMON PROPERTY No.1  
SITE LEVEL

**SECTION B-B'**  
NOT TO SCALE

COMMON PROPERTY No.2

COMMON PROPERTY No.1  
SITE LEVEL

GORMAN DRIVE  
COMMON PROPERTY No.2  
SITE LEVEL

**CRA SURVEY PTY LTD**  
LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS  
7A/346 Belmore Road office@craurvey.com.au  
Balwyn Vic 3103 Tel: 03 9890 0933

SHEET 18  
DATE / /  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR: P.J.S. TYNKKYNNEN  
SIGNATURE ..... DATE / /  
REF: 4468PS6\_STAGE 6 VERSION: 3 (11.08.16)

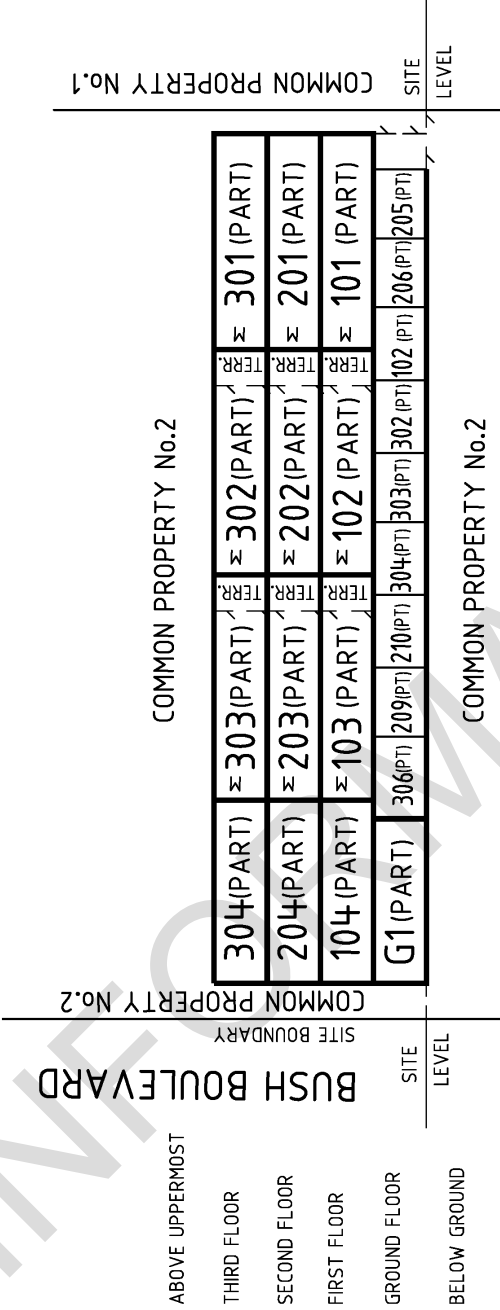
LOTS B1 TO B10, C1A, C2A, C2B, C3 TO C9, D1 TO D11 (ALL INCLUSIVE)  
ARE UNLIMITED TO HEIGHT AND DEPTH

**PLAN OF SUBDIVISION**

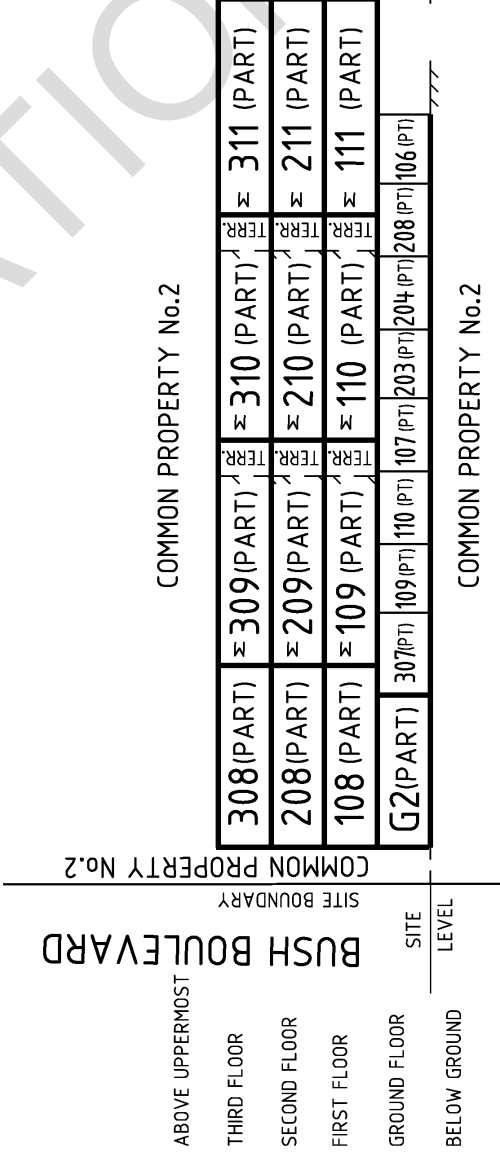
STAGE NO

PLAN NUMBER

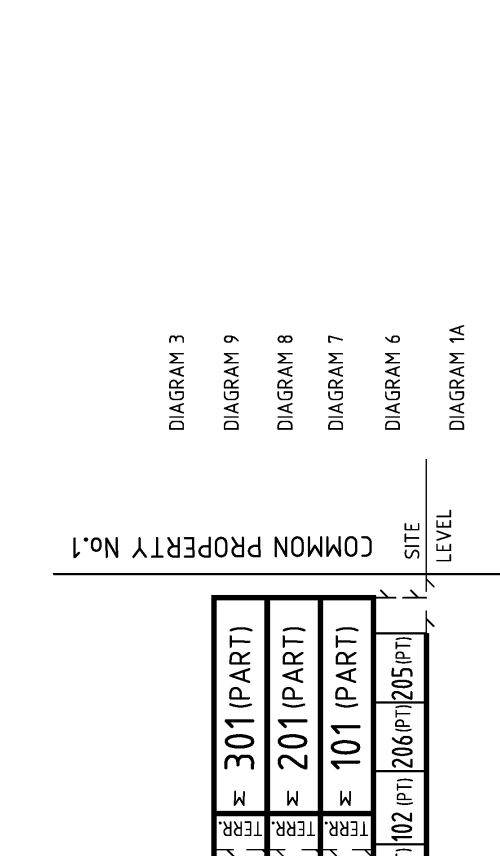
**PS 703354U**



**SECTION X-X'**  
NOT TO SCALE



**SECTION Y-Y'**  
NOT TO SCALE



**COMMON PROPERTY No.1**

GORMAN DRIVE

GROUND FLOOR

SITE LEVEL

COMMON PROPERTY No.1

**COMMON PROPERTY No.1**

**SECTION C-C'**  
NOT TO SCALE

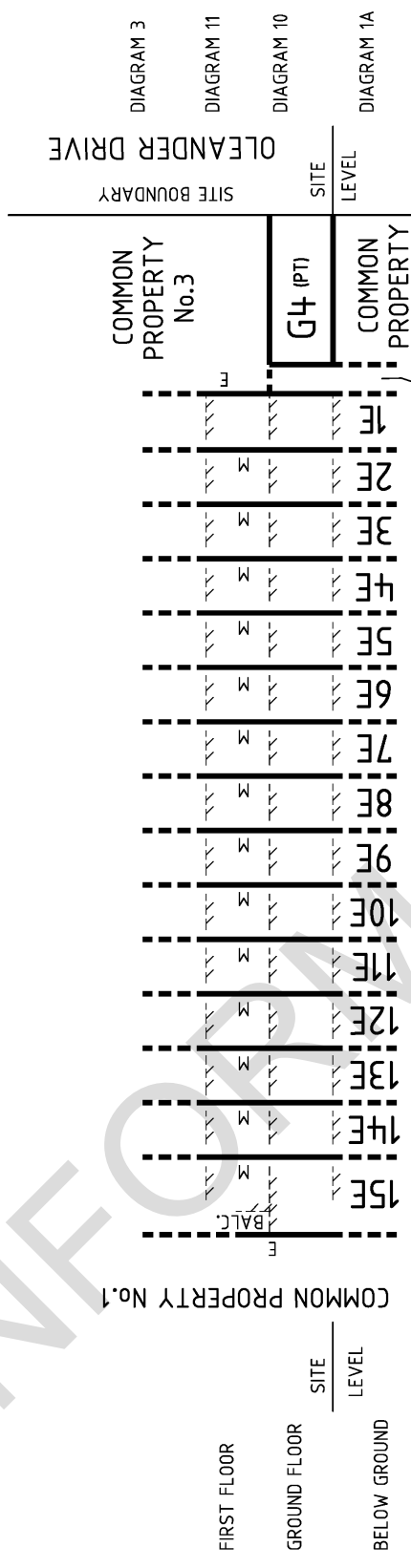
**CRA SURVEY PTY LTD**  
LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS  
7A/346 Belmore Road office@craurvey.com.au  
Balwyn Vic 3103 Tel: 03 9890 0933

LICENSED SURVEYOR: P.J.S. TYNKKYNNEN  
SIGNATURE ..... DATE / /  
REF: 4468PS6\_STAGE 6 VERSION: 3 (11.08.16)

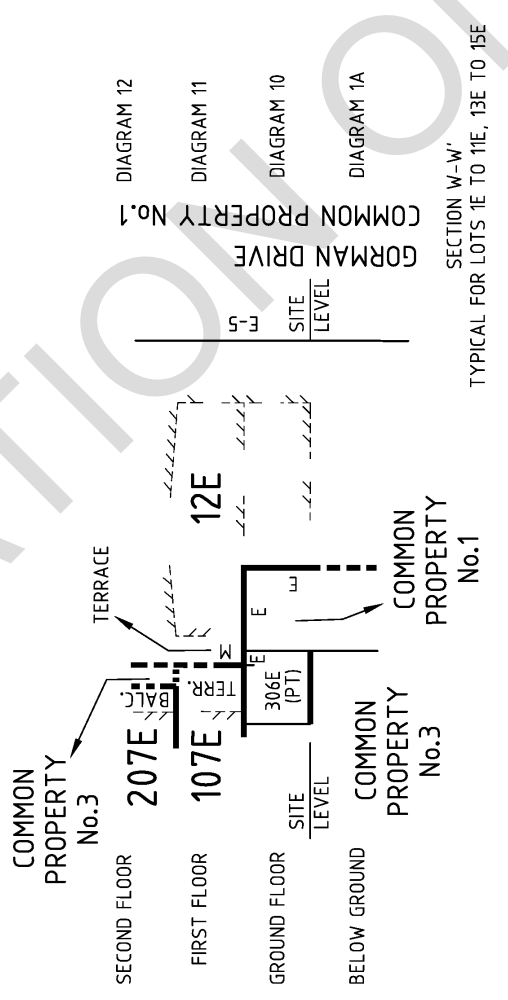
SHEET 19  
DATE / /  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3

LOTS B1 TO B10, C1A, C2A, C2B, C3 TO C9, D1 TO D11 (ALL INCLUSIVE)  
ARE UNLIMITED TO HEIGHT AND DEPTH

PS 703354U

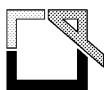


SECTION D-D'  
NOT TO SCALE



SECTION W-W'  
NOT TO SCALE

HORIZONTAL PROJECTIONS SHOWN ARE PROJECTIONS OF THE UNDERSIDE OF THE CEILING



**CRA SURVEY PTY LTD**  
LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS  
7A/346 Belmore Road office@crsurvey.com.au  
Balwyn Vic 3103 Tel: 03 9890 0933

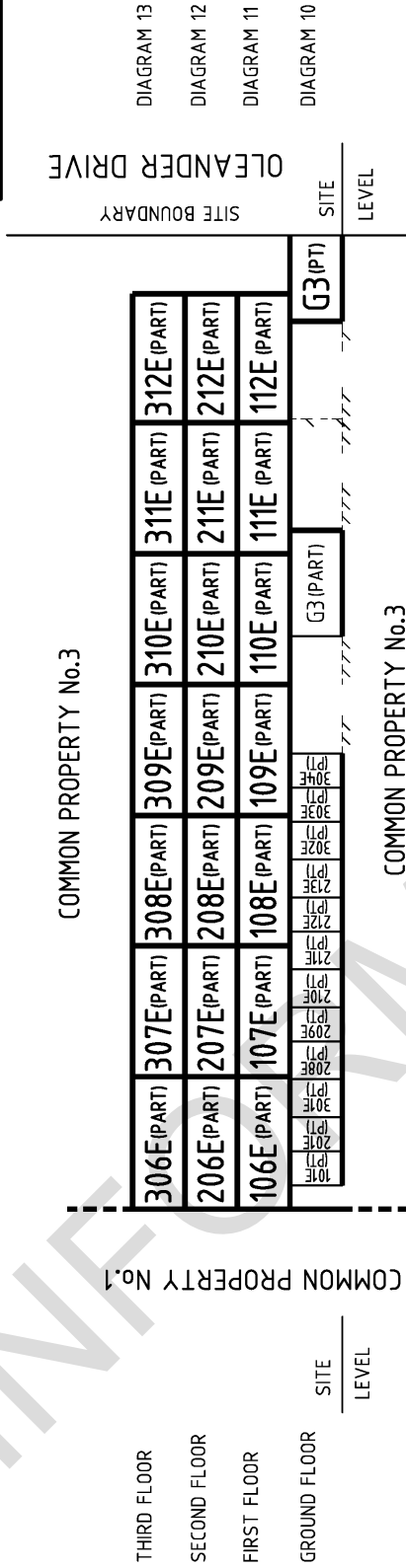
REF: 4468PS6\_STAGE 6 VERSION: 3 (11.08.16)

P.J.S. TYNKKYNNEN

ORIGINAL SHEET  
SIZE: A3 SHEET 20

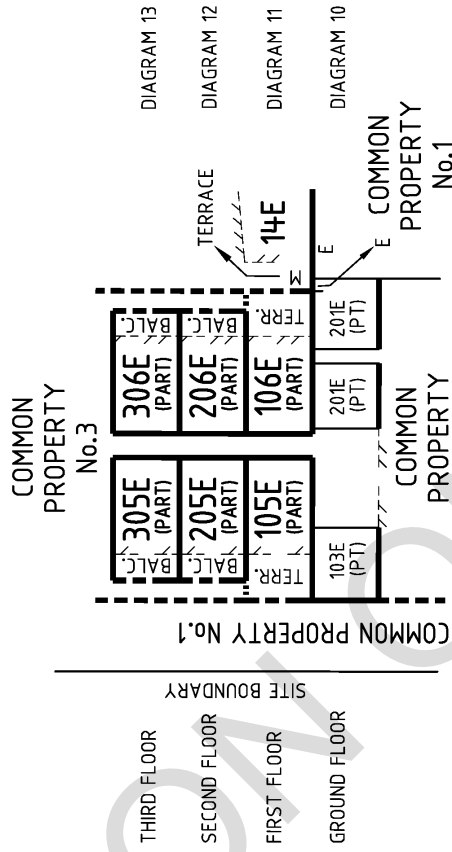
LOTS B1 TO B10, C1A, C2A, C3 TO C9, D1 TO D11 (ALL INCLUSIVE) ARE UNLIMITED TO HEIGHT AND DEPTH

PS 703354U



**SECTION E-E'**  
NOT TO SCALE

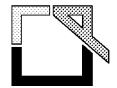
SECTION E-E' TYPICAL FOR ALL PART  
LOTS G3 TO G5, 101E TO 113E, 201E TO 213E  
& 301E TO 313E (ALL INCLUSIVE)



**SECTION T-T'**  
NOT TO SCALE

HORIZONTAL PROJECTIONS SHOWN ARE PROJECTIONS OF THE UNDERSIDE OF THE CEILING

**SECTION U-U'**  
NOT TO SCALE



**CRA SURVEY PTY LTD**  
LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS  
7A/346 Belmore Road office@crsurvey.com.au  
Balwyn Vic 3103  
Tel: 03 9890 0933

REF: 4468PS6\_STAGE 6

VERSION: 3 (11.08.16)

P.J.S. TYNKKYNNEN

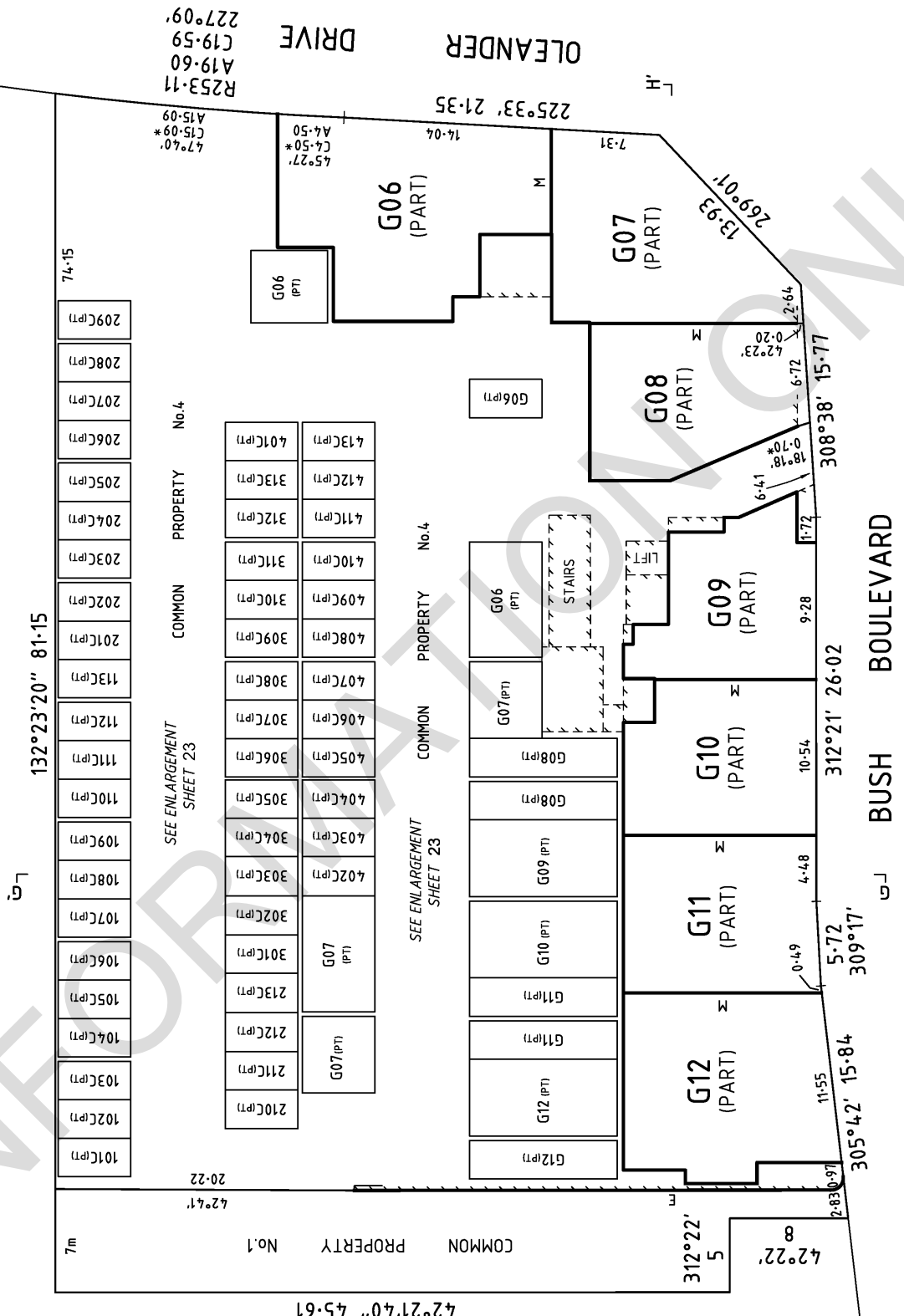
SHEET 21

ORIGINAL SHEET  
SIZE: A3

PS703354U

**DIAGRAM 1**  
GROUND LEVEL & GROUND STOREY

SEE SHEET 23 FOR FURTHER LOT DETAILS



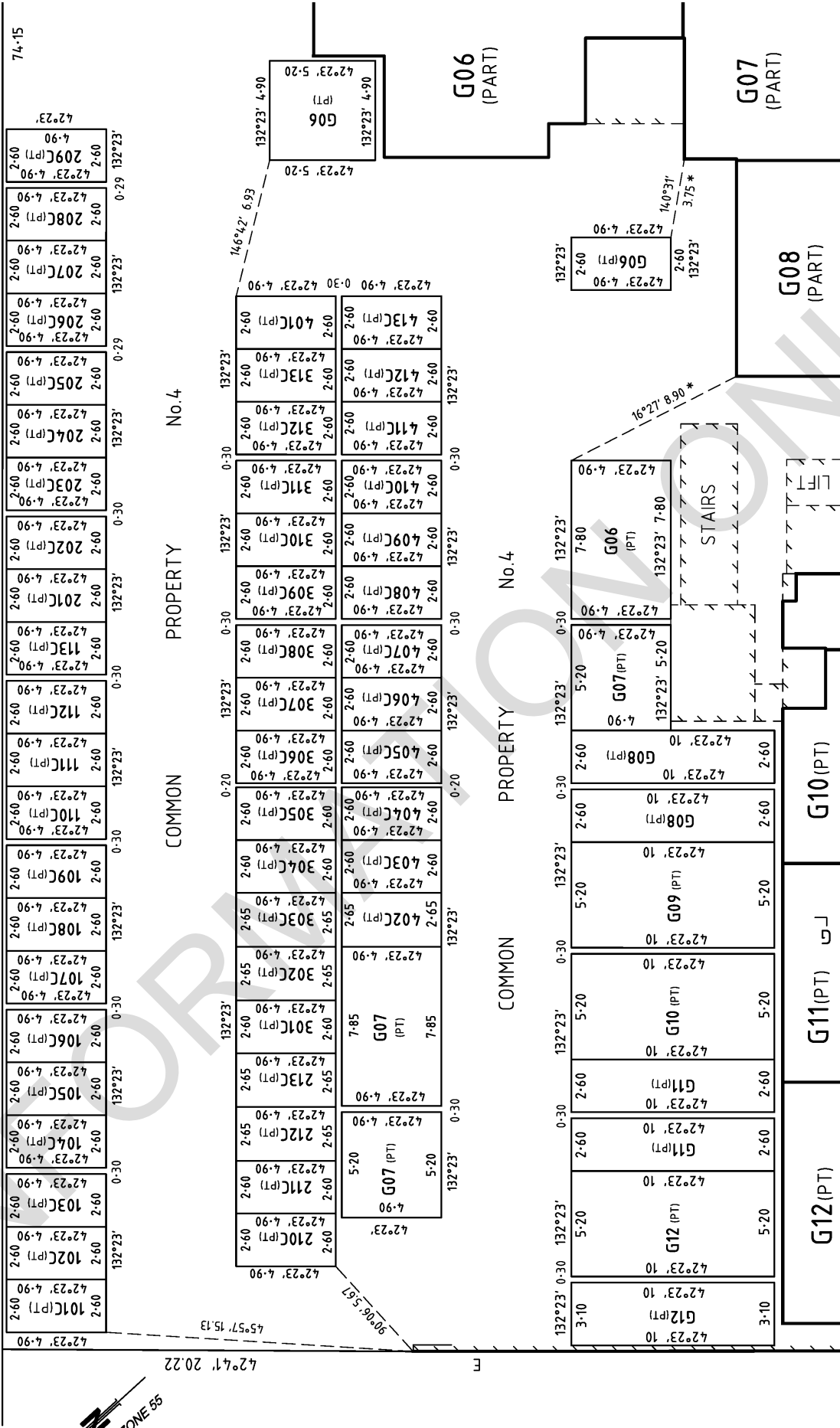
SURVEYORS REF: J129006		ORIGINAL SHEET SIZE: A3		SHEET 22	
<p><b>CHARTER.</b> KECK CRAMER</p> <p>Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>		<p>Scale 1:300</p> <p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>		<p>Digitally signed by: Myles James Sewell, Licensed Surveyor, Surveyor's Plan Version (4), 09/09/2019, SPEAR Ref: S133241H</p> <p>Digitally signed by: Whittlesea City Council, 10/09/2019, SPEAR Ref: S133241H</p>	

**ENLARGEMENT**

REFER SHEET 22

PS703354U

132°23'20" 81-15



SURVEYORS REF: J129006

**CHARTER.**  
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

SCALE  
1:200

2 0 4 8  
LENGTHS ARE IN METRES

SHEET 23

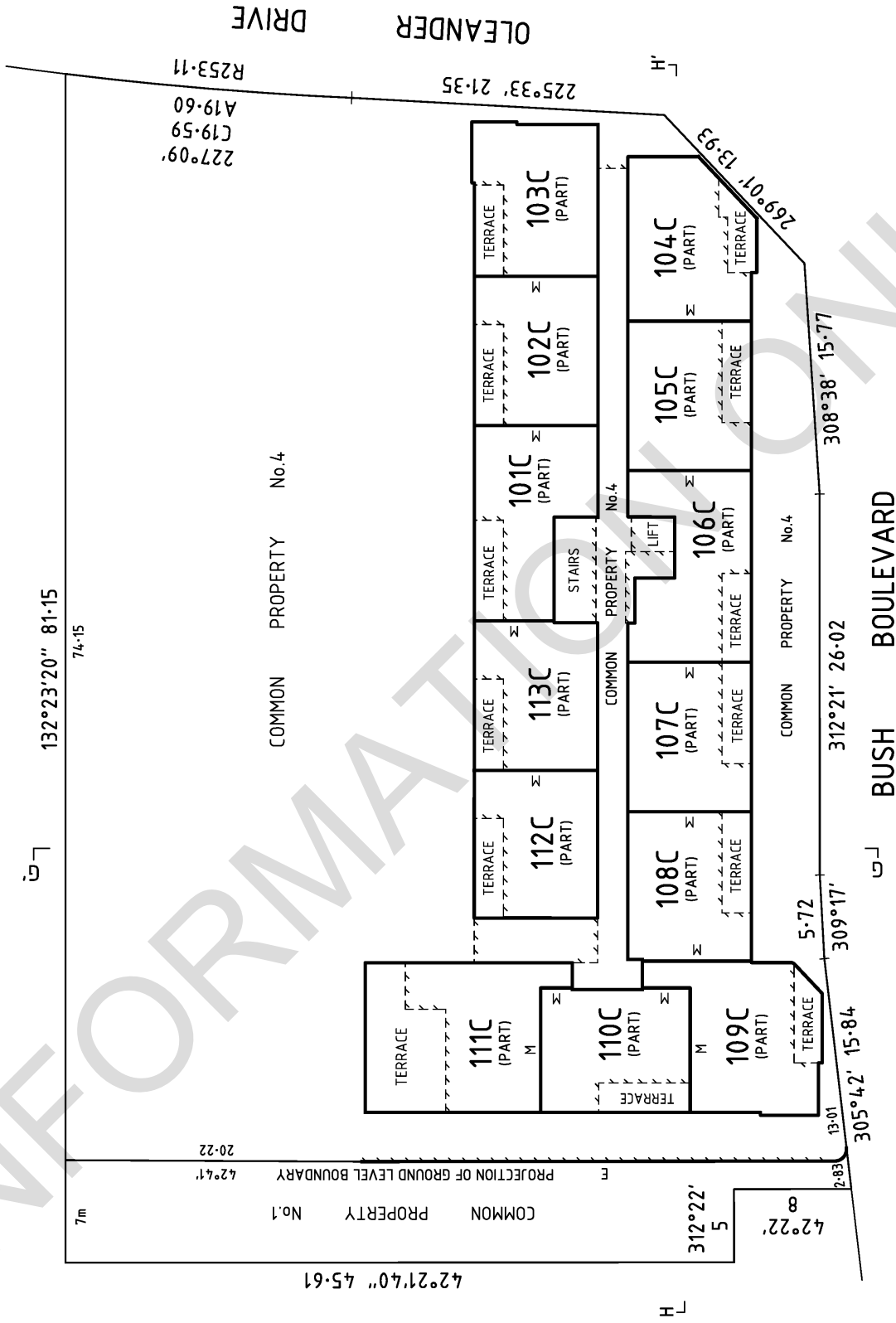
ORIGINAL SHEET SIZE: A3

Digitally signed by: Myles James Sewell, Licensed Surveyor,  
Surveyor's Plan Version (4),  
09/09/2019, SPEAR Ref: S133241H

Digitally signed by:  
Whittlesea City Council,  
10/09/2019,  
SPEAR Ref: S133241H

**DIAGRAM 2**  
FIRST FLOOR

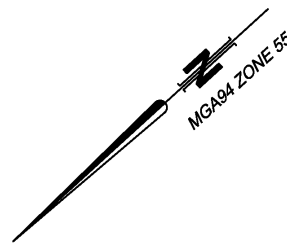
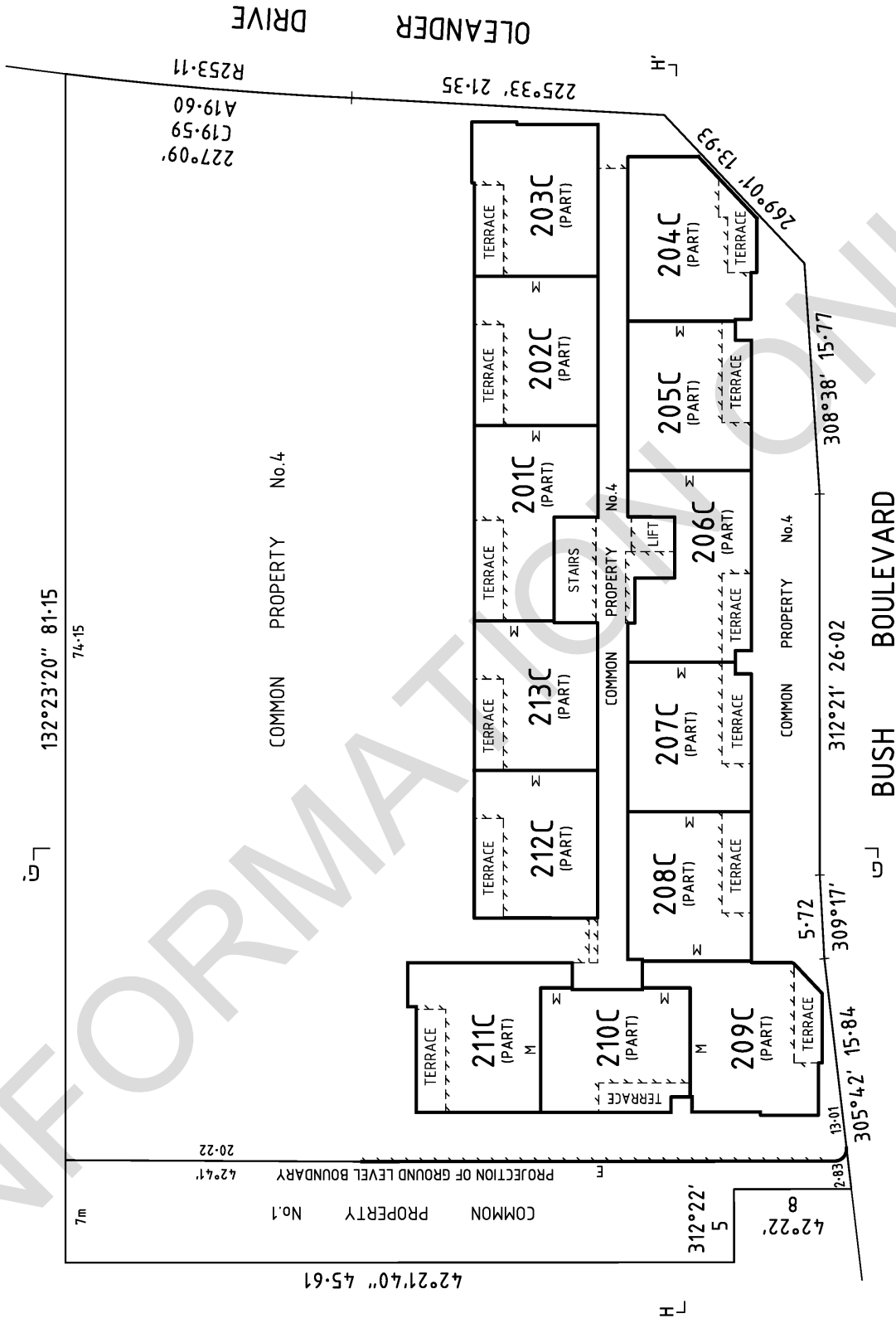
PS703354U



SURVEYORS REF: J129006		SCALE 1:300		ORIGINAL SHEET SIZE: A3		SHEET 24	
<p><b>CHARTER.</b> KECK CRAMER</p> <p>Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>		<p>3 0 6 12</p> <p>LENGTHS ARE IN METRES</p>		<p>Digitally signed by: Whittlesea City Council, 10/09/2019, SPEAR Ref: S133241H</p>		<p>Digitally signed by: Whittlesea City Council, 10/09/2019, SPEAR Ref: S133241H</p>	

**DIAGRAM 3**  
SECOND FLOOR

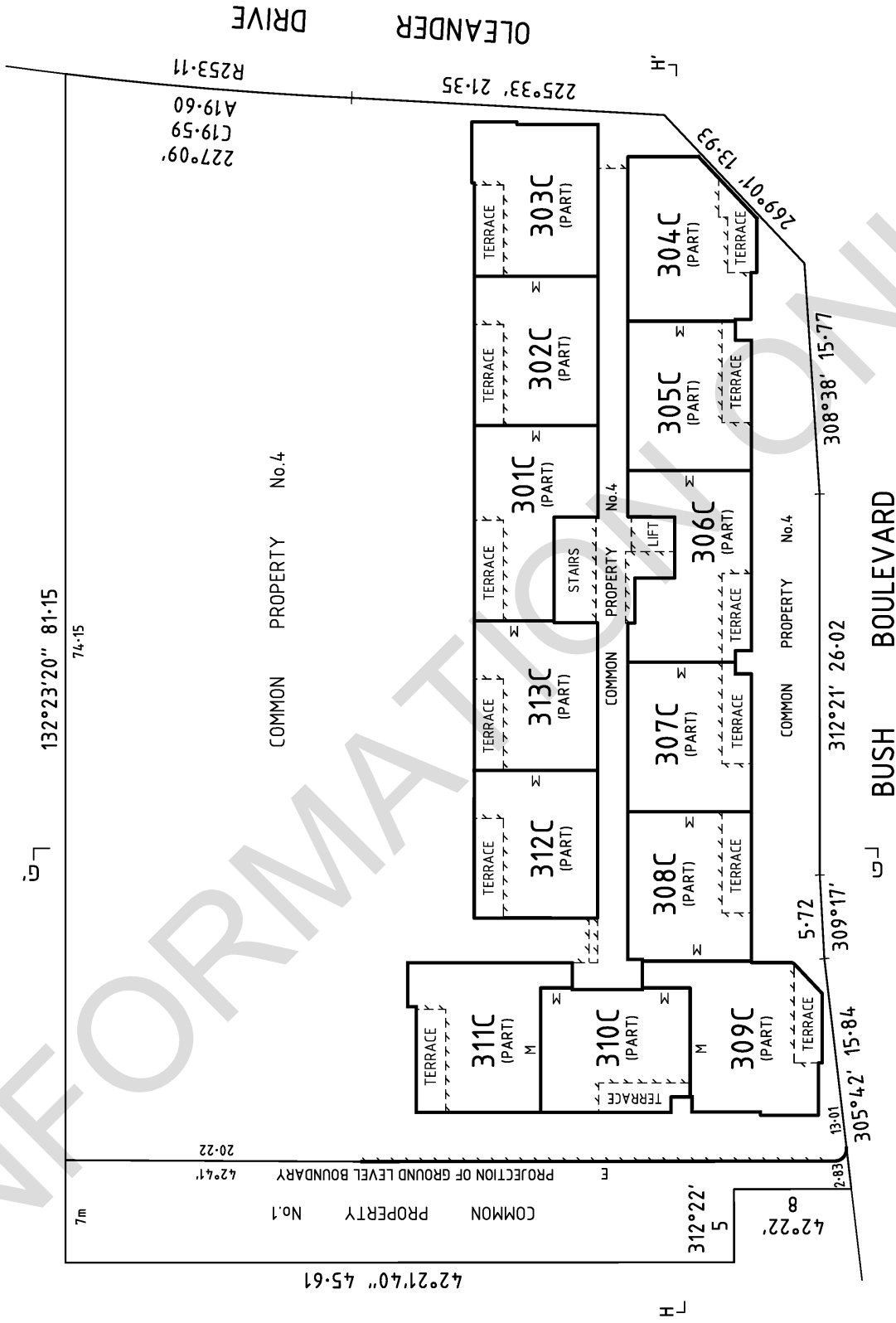
PS703354U



SURVEYORS REF: J129006		SCALE 1:300		ORIGINAL SHEET SIZE: A3		SHEET 25	
<p><b>CHARTER.</b> KECK CRAMER</p> <p>Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>		<p>3 0 6 12 LENGTHS ARE IN METRES</p>		<p>Digitally signed by: Whittlesea City Council, 10/09/2019, SPEAR Ref: S133241H</p>		<p>Digitally signed by: Whittlesea City Council, 10/09/2019, SPEAR Ref: S133241H</p>	

**DIAGRAM 4**  
THIRD FLOOR

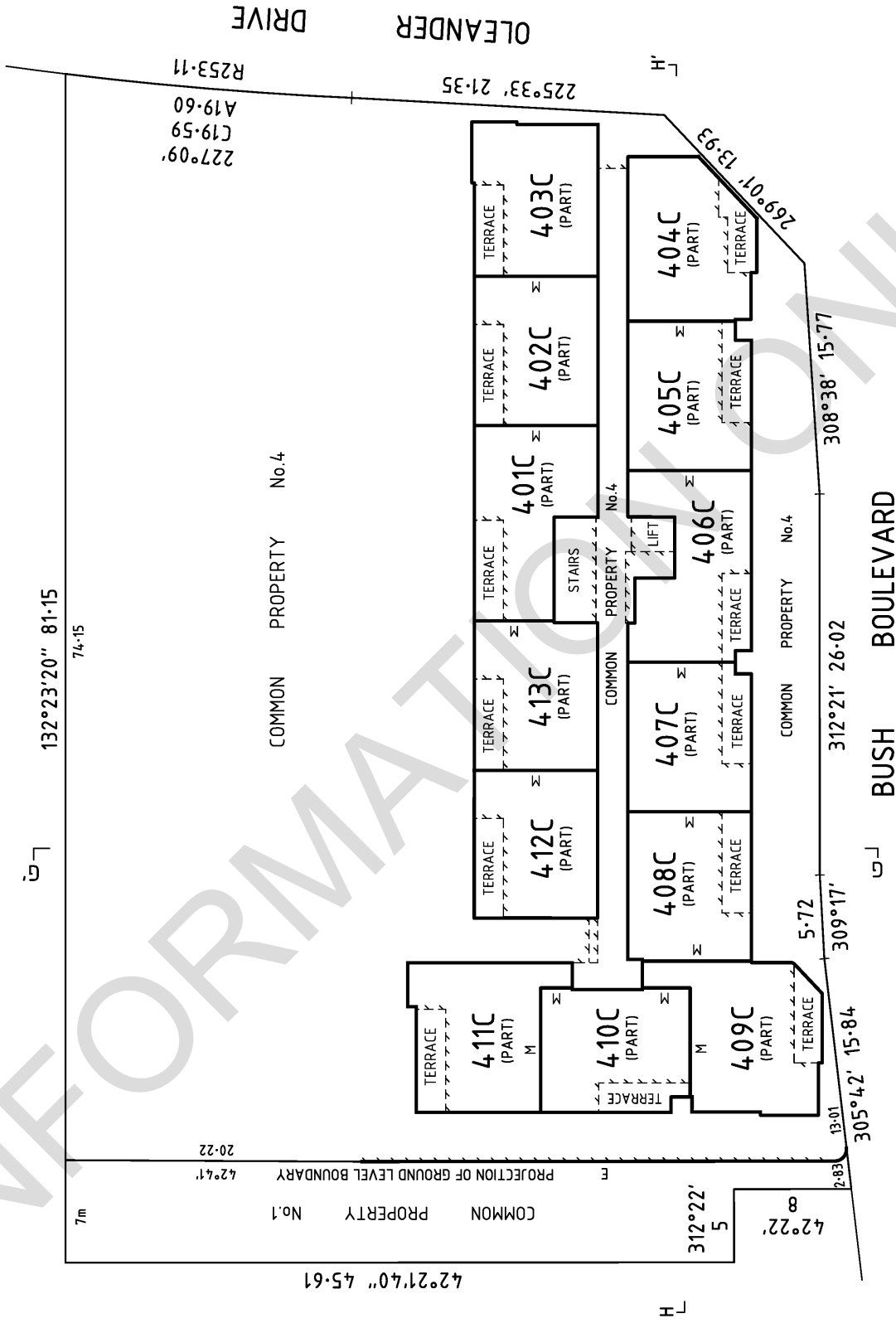
PS703354U



SURVEYORS REF: J129006		ORIGINAL SHEET SIZE: A3		SHEET 26	
<p><b>CHARTER.</b> KECK CRAMER</p> <p>Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>		<p>Scale 1:300</p> <p>LENGTHS ARE IN METRES</p> <p>0 3 6 12</p>		<p>Digitally signed by: Myles James Sewell, Licensed Surveyor, Surveyor's Plan Version (4), 09/09/2019, SPEAR Ref: S133241H</p>	
<p>Digitally signed by: Whittlesea City Council, 10/09/2019, SPEAR Ref: S133241H</p>					

**DIAGRAM 5**  
FOURTH FLOOR

PS703354U



SURVEYORS REF: J129006  
**CHARTER.**  
 KECK CRAMER  
 Level 19/8 Exhibition Street, Melbourne Victoria 3000  
 Telephone 03 8102 8888 www.charterkc.com.au

Digitally signed by: Myles James Sewell, Licensed Surveyor,  
 Surveyor's Plan Version (4),  
 09/09/2019, SPEAR Ref: S133241H

Digitally signed by:  
 Whittlesea City Council,  
 10/09/2019,  
 SPEAR Ref: S133241H

SCALE  
 1:300

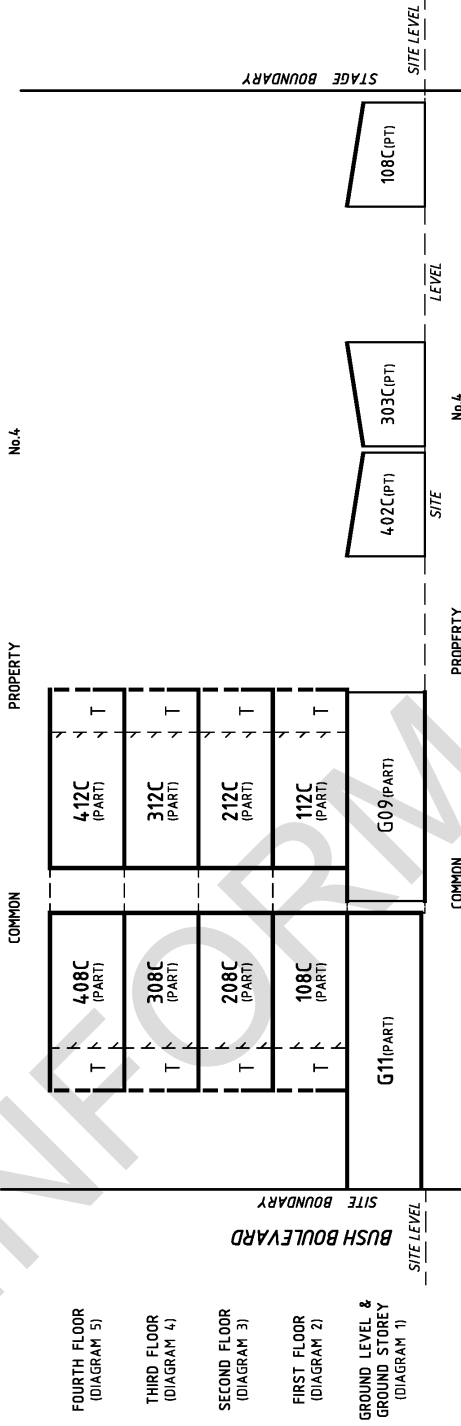
3 0 6 12  
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 27

**SECTION G-G'**

NOT TO SCALE  
TYPICAL FOR ALL LOTS AT EACH LEVEL



FOURTH FLOOR  
(DIAGRAM 5)

THIRD FLOOR  
(DIAGRAM 4)

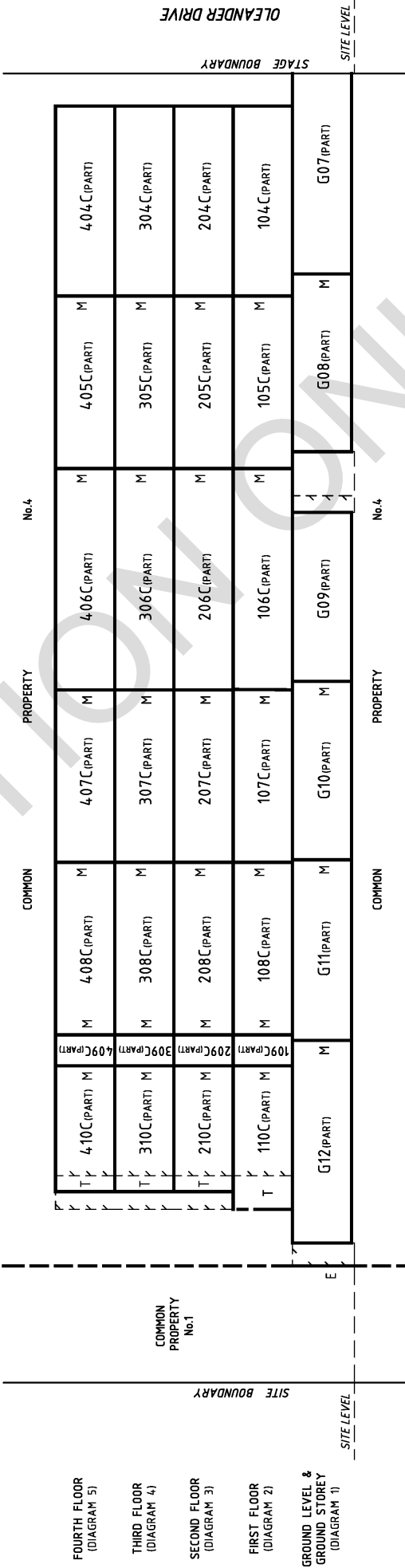
SECOND FLOOR  
(DIAGRAM 3)

FIRST FLOOR  
(DIAGRAM 2)

GROUND LEVEL &  
GROUND STOREY  
(DIAGRAM 1)

**SECTION H-H'**

NOT TO SCALE  
TYPICAL FOR ALL LOTS AT EACH LEVEL



FOURTH FLOOR  
(DIAGRAM 5)

THIRD FLOOR  
(DIAGRAM 4)

SECOND FLOOR  
(DIAGRAM 3)

FIRST FLOOR  
(DIAGRAM 2)

GROUND LEVEL &  
GROUND STOREY  
(DIAGRAM 1)

SURVEYORS REF: J129006

**CHARTER.**  
**KECK CRAMER**

Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

SCALE

NOT TO SCALE  
LENGTHS ARE IN METRES

SHEET 28

ORIGINAL SHEET SIZE: A3

Digitally signed by: Myles James Sewell, Licensed Surveyor,  
Surveyor's Plan Version (4),  
09/09/2019, SPEAR Ref: S133241H

Digitally signed by:  
Whittlesea City Council,  
10/09/2019,  
SPEAR Ref: S133241H





D E Leone  
5 Nottingham Crescent  
TARNEIT VIC 3029

024  
R0\_613450

Assessment number: **0887851**

To receive your rates notice via email, register at [whittlesea.enotices.com.au](https://whittlesea.enotices.com.au)  
Reference No: E97E82376G

Issue date: **31/07/2024**

### Instalment 1

**\$220.29**

Due By 30/09/2024

\* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$219.00**

Due By 30/11/2024

Instalment 3 **\$219.00**

Due By 28/02/2025

Instalment 4 **\$219.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$877.29**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](https://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call **9217 2170**.

#### Property details Unit 214 40 Bush Boulevard MILL PARK VIC 3082

LOT 206 PS 703354U

Owner: Leone Deanna Elizabeth

Ward : Mill Park

#### Valuation details

<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
\$25,000	\$300,000	\$15,000

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 125.4 OYO Strata Flat

#### Rates and charges

##### Council Charges

General rate 15,000 x 0.04683579 **\$702.54**

##### State Government Charges

Fire services charge (Res) 1 x 132 **\$132.00**

Fire services levy (Res) 300,000 x 0.00008700 **\$26.10**

Waste Landfill Levy General 1 x 0.00008700 **\$16.65**

**Total \$877.29**

Payments received after 15 July 2024 may not be included on this notice

#### How to pay

[whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)



Phone **1300 301 185**



**Council Offices**  
See the back of this notice for opening hours and locations

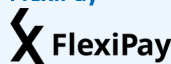
#### BPAY



**Biller Code: 5157**  
**Ref: 0887851**

BPAY this payment via internet or phone banking

#### FlexiPay

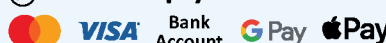


Set up your flexible payment options.



Scan the QR code or visit

[whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au)



#### Post Billpay



**Post Billpay Code: 0350**  
**Ref: 8878518**

Pay in person at any post office:

**131 816** or [postbillpay.com.au](https://postbillpay.com.au)

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 8878518



\*350 8878518

Waste and recycling vouchers are now online - [whittlesea.vic.gov.au/wastevouchers](https://whittlesea.vic.gov.au/wastevouchers)

## Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

**Instalments** – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

**Lump sum** – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

## Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at [whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au) using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing [arrangements@whittlesea.vic.gov.au](mailto:arrangements@whittlesea.vic.gov.au)

## Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit [whittlesea.vic.gov.au/rates](https://whittlesea.vic.gov.au/rates) or call us on 9217 2170.

## Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

## Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

## Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

## Date rates declared

21 May 2024

## Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

## Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au) or by calling 9217 2170. Health care cards are not accepted.

## Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

## Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at [ratingvaluationobjections.vic.gov.au](https://ratingvaluationobjections.vic.gov.au)

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

## Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

## Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

## Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

## Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

### Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$702.54
Farm*	0.02810147	\$421.52

\* Eligible ratepayers can apply for farm rate.  
Please see Council's website for the application form.



**City of  
Whittlesea**

📍 **South Morang**  
25 Ferres Boulevard,  
South Morang 3752  
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**  
63 Church Street, Whittlesea 3757  
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)  
**National Relay Service**  
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

🌐 [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)



**Free telephone  
interpreter service**

**131 450**

**Arabic** خدمة الترجمة الشفهية الهاتفية المجانية  
**Chinese Simplified** 免费电话传译服务  
**Chinese Traditional** 免費電話傳譯服務  
**Greek** Δωρεάν τηλεφωνική υπηρεσία διερμηνέων  
**Italian** Servizio di interpretariato telefonico gratuito

**Macedonian** Бесплатна телефонска услуга за преведување  
**Persian/Farsi** خدمات مترجم شفاهی تلفنی رایگان  
**Punjabi** ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ  
**Turkish** Ücretsiz telefonla tercümanlık servisi  
**Vietnamese** Dịch vụ thông dịch qua điện thoại miễn phí

# Your quarterly bill



Emailed to: deanna187@hotmail.com  
MISS D LEONE  
5 NOTTINGHAM CRES  
TARNEIT VIC 3029

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

Account number 06 5890 0713  
Invoice number 0656 2490 67157  
Issue date 1 Aug 2024  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$193.11**

Due date  
**22 Aug 2024**

## Summary

**UNIT 214 40 BUSH BVD, MILL PARK**

Property Number 5079 337, PS 703354

### Product/Service

	Amount
Water Supply System Charge	\$20.86
Sewerage System Charge	\$119.50
<b>Yarra Valley Water Total</b>	<b>\$140.36</b>
<b>Other Authority Charges</b>	
Waterways and Drainage Charge on behalf of Melbourne Water	\$30.77
Parks Charge	\$21.98
<b>TOTAL (GST does not apply)</b>	<b>\$193.11</b>

## Payment summary

Last Account	\$184.98
Paid/Adjusted	-\$184.98
Balance	\$0.00
Total this Account	+\$193.11
<b>Total Balance</b>	<b>\$193.11</b>

No water usage has been charged on this account.



## How to pay



\*3042 065624906715 7



### Direct debit

Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call **1300 304 688**.



### EFT

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

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **658924811**



### BPAY®

Bill code: **344366**  
Ref: **065 8900 7130**



### Centrelink

Use Centrelink to arrange regular deductions from your Centrelink payments.

Visit [yvw.com.au/paying](http://yvw.com.au/paying)  
CRN reference: **555 054 118T**



### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **0656 2490 67157**



### Credit Card

Online: [yvw.com.au/paying](http://yvw.com.au/paying)  
Phone: **1300 362 332**

MISS D LEONE

Account number	06 5890 0713
Invoice number	0656 2490 67157
<b>Total due</b>	<b>\$193.11</b>
Due date	<b>22 Aug 2024</b>
Amount paid	\$

## Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your \*NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.98.

\*NAV = Net Annual Value of your property which is capped at 1990 levels.

## Your charges explained

### → Water supply system charge

**1 July 2024 - 30 September 2024**

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

### → Sewerage system charge

**1 July 2024 - 30 September 2024**

A fixed cost for running, maintaining, and repairing the sewerage system.

### → Other authority charges

**Waterways and drainage charge**

**1 July 2024 - 30 September 2024**

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](https://melbournewater.com.au/wwdc)



**Parks charge**

**1 July 2024 - 30 September 2024**

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](https://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](https://yvw.com.au/financialhelp).

## Contact us

 <b>Enquiries</b>	1300 304 688	<b>For language assistance</b>
<b>Faults and Emergencies</b>	13 27 62 (24hr)	العربية 1300 914 361
 <b>enquiry@yvw.com.au</b>		廣東話 1300 921 362
 <b>yvw.com.au</b>		Ελληνικά 1300 931 364
 <b>TTY Voice Calls</b>	133 677	普通话 1300 927 363
 <b>Speak and Listen</b>	1300 555 727	For all other languages call our translation service on <b>03 9046 4173</b>

## Next meter reading:

Between 1-8 Nov 2024

**Harcourts Rata & Co**  
337-339 Settlement Road,  
Thomastown, VIC 3074

P: 03 9465 7766  
E: info@rataandco.com.au  
ABN: 70162949588

**Harcourts**  
Rata & Co

# Residential Rental Agreement

for

214/40 Bush Boulevard, Mill Park VIC 3082

This agreement is between **Deanna Elizabeth Leone**  
and **Jodie Lee Booker**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2024.  
No unauthorised use or copying permitted. All rights reserved.

Powered by iProperty Express

# 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

Wed 03/01/2024

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

214/40 Bush Boulevard, Mill Park VIC

Postcode 3082

### 3. Rental provider details

Full name or company name of rental provider

Deanna Elizabeth Leone

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

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

vanessa.vescio@rataandco.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**

Jodie Lee Booker

Current Address:

214/40 Bush Boulevard

Postcode

Phone number:

04xxxxxxxx

Email:

xxxxx@xxxxx.com

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

Tue 09/01/2024

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

End date

Wed 08/01/2025

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)

To be paid per  week  fortnight  calendar month

Day rent is to be paid (e.g. each  
Thursday or the 11th of each  
month)

Date first rent payment due

## 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](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Date bond payment due

## 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

Payment details (if applicable)

Biller Code 4481 BPAY REF: 50916501
----------------------------------------

**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)

<input checked="" type="checkbox"/> Yes	Vanessa Vescio: vanessa.vescio@rataandco.com.au
<input type="checkbox"/> 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)

<b>Renter 1</b> <input checked="" type="checkbox"/> Yes	Jodie Lee Booker: xxxxx@xxxxx.com
<input type="checkbox"/> No	

<b>Renter 2</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

<b>Renter 3</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

<b>Renter 4</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> 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

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.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 professional 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

## Part C – Safety related activities

---

### 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](https://consumer.vic.gov.au/renting).

INFORMATION ONLY

## 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](http://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](http://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](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### 32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

### 33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

### 34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

### 35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

### 36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

## **37. Rental provider's Insurance and Renter's Contents Insurance**

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

## **38. Reporting Defects**

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

## **39. Inspections**

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

## **40. Disclosure of information**

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

## **41. Employment Details**

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

## **42. Permitted Use**

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

42.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

## **43. Urgent and Non-Urgent Repairs**

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

## **44. Garden and Parking**

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

## **45. Light Globes and Pilot Lights**

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

## **46. Pets**

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

## **47. Rubbish and hanging clothes**

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

## **48. Inflammable Liquids Not Permitted**

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

## **49. Vehicle/boat servicing or Repairs not to be carried out**

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

## **50. Smoke Alarms**

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

## **51. Swimming Pool/Spa**

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

## **52. Locks & Keys**

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

## **53. Blockages Caused by Misuse**

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

## **54. Payment Of Rental**

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

## **55. Assignment, Sub-letting and Short Stay Accommodation**

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$250 (inclusive of GST) plus a Renter National Tenancy Database Check of \$22.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

## **56. Fixed Term Lease Break**

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$355 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

## **57. Advertising Boards and Access To The Premises**

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

## **58. Owners Corporation Rules (Where Applicable)**

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

## **59. Condensation and Mould**

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

## **60. Pot Plants and Furniture Placement**

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

## **61. Smoking**

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

## **62. Redirection of Mail and Disconnection of Services**

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

## **63. Notice to Vacate**

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 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 Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

## **64. Expiry of Fixed Term Agreement**

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

## **65. Keys**

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

## **66. Cleaning Premises Upon Vacating**

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

## 67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

## 68. General

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

## 69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

## Rental Standards

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

## 70. Cat Clause

The RENTAL PROVIDER hereby allows the RENTER/S to keep a cat on the premises.

Item 46.1 of the lease will not apply during this tenancy if all the following conditions are met:

1. The cat will not unnecessarily interfere with, or cause a nuisance to any of the adjoining neighbours or occupiers on this site.
2. The renter (s) and cat will comply with all Owners corporation rules and regulations.
3. Any damage caused by the cat must be reported within seven (7) days.
4. The renter (s) take full responsibility for any damage caused by the cat and any cost associated with rectification of the damage.
5. No animal droppings are to be left at the property at the expiration of the tenancy.

## 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

[26.09.2022](#)

## Safety Check Recommendations

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

Yes  No

Comments

-

## Asbestos

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

Yes  No

Comments

-

## Building/Planning Permit

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

Yes  No

Comments

-

## Building Work Dispute

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

Yes  No

Comments

-

## OC Dispute

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

Yes  No

Comments

-

## Building Defects/Safety Concerns

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

Yes  No

Comments

-

## Heritage Register

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

Yes  No

Comments

-

## Minimum Standards

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

Yes  No

Comments

-

## Right To Let the Premises

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

Yes  No

Comments

-

## Mortgagee Possession

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

Yes  No

Comments

-

### Renter Acknowledgement

1. Jodie Lee Booker viewed and acknowledged at Wed, 03/01/2024 14:30

INFORMATION ONLY

## Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

### Primary Purpose

As professional property managers, **Harcourts Rata & Co** 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 **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Harcourts Rata & Co** 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, **Harcourts Rata & Co** 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 **Harcourts Rata & Co** 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 **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

### Disclaimer

**Harcourts Rata & Co** 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. **Harcourts Rata & Co** 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.

INFORMATION ONLY

---

## 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 : **Deanna Leone**



---

Signed at Wed, 03/01/2024 15:46

## Renter(s)

Renter : **Jodie Lee Booker**



---

Signed at Wed, 03/01/2024 14:30

## AUDIT TRAIL

### Jodie Lee Booker (Renter)

Wed, 03/01/2024 14:22 - Jodie Lee Booker clicked 'start' button to view the Residential Rental Agreement

Wed, 03/01/2024 14:30 - Jodie Lee Booker stamped saved signature the Residential Rental Agreement

Wed, 03/01/2024 14:30 - Jodie Lee Booker submitted the Residential Rental Agreement

### Deanna Leone (Rental Provider)

Wed, 03/01/2024 15:35 - Deanna Leone clicked 'start' button to view the Residential Rental Agreement

Wed, 03/01/2024 15:46 - Deanna Leone stamped saved signature the Residential Rental Agreement

Wed, 03/01/2024 15:46 - Deanna Leone submitted the Residential Rental Agreement

---

**AGREEMENT END**

---

# Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation Owners Corporation 1 Plan No. 703354U  
Address 40 Bush Boulevard, MILL PARK  
This Certificate is issued for Lot Lot 206 on Plan of Subdivision No. 703354U  
Applicant for the Certificate JLE Conveyancing Pty Ltd  
Date that the application was received 22/10/2024

## Important:

The information in this Certificate is issued on 22/10/2024.

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

1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$380.71 (01/10/2024 - 31/12/2024) - Payment received		
2.	The date to which the fees for the Lot have been paid up to is:		
	31/12/2024		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	<b>Admin &amp; Maint Arrears</b>	<b>Penalty Interest</b>	<b>Total Unpaid</b>
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	<b>Due date</b>	<b>Amount</b>	<b>Details</b>

Please Pay any Unpaid Fees using below details:



**DEFT**  
PAYMENT SYSTEMS



Bill Code: 96503

**Total Due: \$0.00**

Ref: 271408510 154282


\*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	<p>The Owners Corporation received advice from Ken Oliver dated 11 May 2021 with respect to known and alleged common property defects. This advice is included in the 2021 minutes and has been reviewed by the OC committees and advises the OCs to undertake remediation and to also consider merits of making claims against any parties with respect to such defects.</p> <p>The final costs and / or extent of defects are unknown at this time and the Owners Corporations Committee will seek further advice on the merits of any claims being made to offset the costs associated with the likely remediation. The Owners Corporation committees resolved 18 May 2021 to obtain quotes and reports into known and alleged common property defects.</p> <p>Further updates may be reviewed in the BSS Group Report - OC1.</p>
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<p>A Special Levy may be required to assist PS703354UOC 1 &amp; 2 with the Building Notice received from the City of Whittlesea for the removal, replacement or alterations to the EPS/ACP cladding.</p> <p>A special Levy may be required to assist PS703354UOC 1,2,3 &amp; 4 with any potential common property Building Defect matters.</p>
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	<p>The Owners Corporation has entered into agreements for the provision of various service and maintenance contracts including, but not limited, to lifts, fires services, mechanical services, cleaning, building and Owners Corporation management.</p> <ul style="list-style-type: none"> <li>• Parking Services Agreement with Whittlesea City Council (Sec 90D)</li> <li>• Park Facilities Licence</li> <li>• Anytime Towing - Tow Away Agreement</li> <li>• Ansa Doors</li> </ul>
11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 22/10/2024.

12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	<p>PS703354UOC1 received a Building Notice from the City of Whittlesea for the building at 40 Bush Blvd Mill Park in reference to combustible expanded polystyrene (EPS) cladding and combustible aluminium composite panel (ACP) cladding. PS703354UOC1 was required to show cause within 60 days from the date of service of this notice being 23.5.2019 that the cladding does not need to be removed. An extension of time has been granted to the 14/9/2023.</p> <p>This matter may not be limited to Owners Corporation 1 and may affect other Owners Corporations. The Owners Corporation Committee is currently engaging with the Original Builder, The Relevant Building Surveyor, a Fire Engineer and other service providers to address this Building Notice and attend to any matters to ensure the cancellation of the Notice.</p> <p>The Owners' Corporation is waiting for the Whittlesea Council to assist in having the Owners Corporation considered by Cladding Safety Victoria for funding for the cladding removal. A copy of the notice has been attached.</p> <p>The Owners Corporation continues to liaise with Whittlesea Council and Cladding Safety Victoria as CSV are in the process of writing a report for the building in preparation for the potential of satisfying the building notice. Third party contractors (ESM and Fire Engineer) may continue to be relevant parties to assist with the satisfaction of the notice.</p>
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	<p>Owners Corporation 1-3 has engaged the services of Robertson Legal and Conveyancing - Lawyers Pty Ltd to assist with any building defects. This is ongoing.</p> <p>Owners Corporation 1 (registered applicant) via Ian Robertson Legal has issued proceedings against the builder Madisson Homes in relation to identified defects effecting specifically Owners Corporation 2 via a VCAT compliant defects report obtained from BSS Group. Additionally, the Owners Corporation claims the costs to rectify the defective cladding to be assessed for Owners Corporation 2.</p> <p><a href="https://bit.ly/3N4dskB">https://bit.ly/3N4dskB</a></p>
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	<p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000</p>
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.
16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> <li>• A copy of the most recent Annual General Meeting minutes</li> <li>• A copy of the current Certificate of Currency</li> <li>• A copy of the current Balance Sheet</li> <li>• A copy of the consolidated rules registered at Land Victoria</li> <li>• A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>"</li> <li>• A copy of the City of Whittlesea Council Building Notice</li> <li>• A copy of the Memorandum of Advice</li> </ul>

17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, 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 the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>
-----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This Owners Corporation Certificate was prepared by:

Postal address	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au
Signature	
Print name	Chii Lee
(name of management company if relevant) as delegate of the Owners Corporation	Melcorp Strata Pty Ltd

The common seal of Owners Corporation number was affixed in accordance with section 20 of the *Owners Corporations Act 2006*



# Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation Owners Corporation 2 Plan No. 703354U  
Address 40 Bush Boulevard, MILL PARK  
This Certificate is issued for Lot Lot 206 on Plan of Subdivision No. 703354U  
Applicant for the Certificate JLE Conveyancing Pty Ltd  
Date that the application was received 22/10/2024

## Important:

The information in this Certificate is issued on 22/10/2024.

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

1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$475.76 (01/10/2024 - 31/12/2024) - Payment received		
2.	The date to which the fees for the Lot have been paid up to is:		
	31/12/2024		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	<b>Admin &amp; Maint Arrears</b>	<b>Penalty Interest</b>	<b>Total Unpaid</b>
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	<b>Due date</b>	<b>Amount</b>	<b>Details</b>

Please Pay any Unpaid Fees using below details:



**DEFT**  
PAYMENT SYSTEMS



Billers Code: 96503

**Total Due: \$0.00**

Ref: 271408510 154282


\*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	<p>The Owners Corporation received advice from Ken Oliver dated 11 May 2021 with respect to known and alleged common property defects. This advice is included in the 2021 minutes and has been reviewed by the OC committees and advises the OCs to undertake remediation and to also consider merits of making claims against any parties with respect to such defects.</p> <p>The final costs and / or extent of defects are unknown at this time and the Owners Corporations Committee will seek further advice on the merits of any claims being made to offset the costs associated with the likely remediation. The Owners Corporation committees resolved 18 May 2021 to obtain quotes and reports into known and alleged common property defects.</p> <p>Further updates may be reviewed in the BSS Group Report - OC1.</p>
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<p>A Special Levy may be required to assist PS703354UOC 1 &amp; 2 with the Building Notice received from the City of Whittlesea for the removal, replacement or alterations to the EPS/ACP cladding.</p> <p>A special Levy may be required to assist PS703354UOC 1,2,3 &amp; 4 with any potential common property Building Defect matters.</p>
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	<p>The Owners Corporation has entered into agreements for the provision of various service and maintenance contracts including, but not limited, to lifts, fires services, mechanical services, cleaning, building and Owners Corporation management.</p> <ul style="list-style-type: none"> <li>• Parking Services Agreement with Whittlesea City Council (Sec 90D)</li> <li>• Park Facilities Licence</li> <li>• Anytime Towing - Tow Away Agreement</li> <li>• Ansa Doors</li> </ul>
11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 22/10/2024.

12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	<p>PS703354UOC1 received a Building Notice from the City of Whittlesea for the building at 40 Bush Blvd Mill Park in reference to combustible expanded polystyrene (EPS) cladding and combustible aluminium composite panel (ACP) cladding. PS703354UOC1 was required to show cause within 60 days from the date of service of this notice being 23.5.2019 that the cladding does not need to be removed. An extension of time has been granted to the 14/9/2023.</p> <p>This matter may not be limited to Owners Corporation 1 and may affect other Owners Corporations. The Owners Corporation Committee is currently engaging with the Original Builder, The Relevant Building Surveyor, a Fire Engineer and other service providers to address this Building Notice and attend to any matters to ensure the cancellation of the Notice.</p> <p>The Owners' Corporation is waiting for the Whittlesea Council to assist in having the Owners Corporation considered by Cladding Safety Victoria for funding for the cladding removal. A copy of the notice has been attached.</p> <p>The Owners Corporation continues to liaise with Whittlesea Council and Cladding Safety Victoria as CSV are in the process of writing a report for the building in preparation for the potential of satisfying the building notice. Third party contractors (ESM and Fire Engineer) may continue to be relevant parties to assist with the satisfaction of the notice.</p>
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	<p>Owners Corporation 1-3 has engaged the services of Robertson Legal and Conveyancing - Lawyers Pty Ltd to assist with any building defects. This is ongoing.</p> <p>Owners Corporation 1 (registered applicant) via Ian Robertson Legal has issued proceedings against the builder Madisson Homes in relation to identified defects effecting specifically Owners Corporation 2 via a VCAT compliant defects report obtained from BSS Group. Additionally, the Owners Corporation claims the costs to rectify the defective cladding to be assessed for Owners Corporation 2.</p> <p><a href="https://bit.ly/3N4dskB">https://bit.ly/3N4dskB</a></p>
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	<p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000</p>
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.
16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> <li>• A copy of the most recent Annual General Meeting minutes</li> <li>• A copy of the current Certificate of Currency</li> <li>• A copy of the current Balance Sheet</li> <li>• A copy of the consolidated rules registered at Land Victoria</li> <li>• A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>"</li> <li>• A copy of the City of Whittlesea Council Building Notice</li> <li>• A copy of the Memorandum of Advice</li> </ul>

17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, 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 the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>
-----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This Owners Corporation Certificate was prepared by:

Postal address	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au
Signature	
Print name	Chii Lee
(name of management company if relevant) as delegate of the Owners Corporation	Melcorp Strata Pty Ltd

The common seal of Owners Corporation number was affixed in accordance with section 20 of the *Owners Corporations Act 2006*



**Balance Sheet - O/Corp 703354U**  
**"MASON POINT - 40 BUSH BOULEVARD"**  
**40 BUSH BOULEVARD, MILL PARK, VIC 3082**  
 For the Financial Period 01/01/2024 to 22/10/2024

**703354U-1**

	<b>Administrative</b>	<b>Maintenance</b>	<b>TOTAL THIS YEAR</b>
<b>Assets</b>			
Cash At Bank PS 703354U <i>Macquarie Bank BSB: 183-334 Acc No: 271408510</i>	\$67,225.62	\$238,308.06	\$305,533.68
Levies Receivable	\$23,562.27	\$3,079.45	\$26,641.72
<b>Total Assets</b>	<b>\$90,787.89</b>	<b>\$241,387.51</b>	<b>\$332,175.40</b>
<b>Liabilities</b>			
Accounts Payable (GST Free)	\$857.01	\$941.99	\$1,799.00
BAS Clearing	\$1.07	\$0.00	\$1.07
Levies in Advance	\$2,217.22	\$0.00	\$2,217.22
Other Payable - FFN	\$1,252.29	\$0.00	\$1,252.29
GST Clearing Account	\$1,665.80	\$475.67	\$2,141.47
<b>Total Liabilities</b>	<b>\$5,993.39</b>	<b>\$1,417.66</b>	<b>\$7,411.05</b>
<b>Net Assets</b>	<b>\$84,794.50</b>	<b>\$239,969.85</b>	<b>\$324,764.35</b>
<b>Owners Funds</b>			
Opening Balance	\$18,469.68	\$115,311.93	\$133,781.61
Net Income For The Period	\$66,324.82	\$124,657.92	\$190,982.74
<b>Total Owners Funds</b>	<b>\$84,794.50</b>	<b>\$239,969.85</b>	<b>\$324,764.35</b>

**Balance Sheet - O/Corp 703354U**  
**"MASON POINT - 40 BUSH BOULEVARD"**  
**40 BUSH BOULEVARD, MILL PARK, VIC 3082**  
For the Financial Period 01/01/2024 to 22/10/2024

**703354U-2**

	Administrative	Maintenance	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank PS 703354U <i>Macquarie Bank BSB: 183-334 Acc No: 271408510</i>	\$13,835.62	\$33,984.09	\$47,819.71
Accounts Receivable	\$9,404.45	\$0.00	\$9,404.45
Levies Receivable	\$6,238.45	\$821.20	\$7,059.65
<b>Total Assets</b>	<b>\$29,478.52</b>	<b>\$34,805.29</b>	<b>\$64,283.81</b>
<b>Liabilities</b>			
Accounts Payable	\$114.99	\$0.00	\$114.99
Accounts Payable (GST Free)	\$(432.59)	\$515.59	\$83.00
BAS Clearing	\$1.12	\$0.00	\$1.12
GST Clearing Account	\$1,154.25	\$197.36	\$1,351.61
<b>Total Liabilities</b>	<b>\$837.77</b>	<b>\$712.95</b>	<b>\$1,550.72</b>
<b>Net Assets</b>	<b>\$28,640.75</b>	<b>\$34,092.34</b>	<b>\$62,733.09</b>
<b>Owners Funds</b>			
Opening Balance	\$29,277.56	\$18,919.67	\$48,197.23
Net Income For The Period	\$(636.81)	\$15,172.67	\$14,535.86
<b>Total Owners Funds</b>	<b>\$28,640.75</b>	<b>\$34,092.34</b>	<b>\$62,733.09</b>

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## Further information

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

## Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

**IN THE MATTER OF A PROPOSED ACTION BY OWNERS CORPORATIONS IN  
PLAN OF SUBDIVISION PS703354U**

**1-20 Gorman Drive, Mill Park  
40 Bush Boulevard, Mill Park  
42-48 Oleander Drive, Mill Park**

**MEMORANDUM OF ADVICE**

1. I am asked to advise about a number of potential claims by the owners corporations for the development in and around Gorman Drive, Mill Park, in the State of Victoria. The development has been referred in various documents as Mason Point. I attended a site view on 9 April 2021 with Sue Sandy and my instructing solicitor.
2. According to a Certificate of Insurance issued by QBE Insurance (Australia) Pty Ltd on behalf of the Victorian Managed Insurance Authority (VMIA) for Lot B07, 42 Oleander Drive, Mill Park, the work (at least in respect of that lot) was carried out by Madisson Homes Australia Pty Ltd (“Madisson”), which I understand is part of the Simonds Homes group. I assume that Madisson carried out all of the work which is the subject of this memorandum.
3. In an email dated 28 July 2020 from Sue Sandy, the Chairperson of Owners Corporation 1 (OC 1) and Owners Corporation 2 (OC 2), Ms. Sandy set out 4 matters:
  - (a) subsidence of Gorman Road, the nature strip and footpath, particularly between 6-12 Gorman Drive and also affecting the majority of Gorman Drive between townhouses 1-20 (uncosted) [OC 1];

- (b) various items of defective work in the building at 40 Bush Boulevard, Mill Park, including replacement of flammable canopies at the entranceways at the front of the building [OC 2];
  - (c) various items of defective work in the building at 42-48 Oleander Drive, Mill Park, similar to 40 Bush Boulevard [OC 3]; and
  - (d) paling picket defects at 42-48 Oleander Drive (\$700,000 - \$800,000) [OC 3].
4. The questions I have asked to advise on are:
- (a) Is VCAT an appropriate forum? If so, who are the appropriate parties?
  - (b) Is OC 1 the appropriate Applicant or should all owners corporations be included?
  - (c) Are the claims within the limitation period?
  - (d) What reports are required to be obtained before issuing the proceedings?

**Is VCAT the appropriate forum?**

5. Any claims in relation to building defects in the common property will be based on a breach of the warranties which were given by the builder to the original owner with whom the builder contracted to carry out the building work – s. 8 of the *Domestic Building Contracts Act 1995* (“DBC Act”). Those warranties are:
- (a) that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;
  - (b) that all materials supplied by the builder for use in the work will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;

- (c) that the work will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and the regulations made under that Act;
- (d) that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;
- (e) if the work consists of the erection or construction of a home, or is work intended to renovate, alter, extend or improve a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed; and
- (f) if the contract states the particular purpose for which the work is required, or the result which the building owner wishes the work to achieve, so as to show that the building owner relies on the builder's skill and judgement, the builder warrants that the work and any material used in carrying out the work will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result.

6. Claims by owners against builders for defective building work to residential properties are determined by VCAT – Part 5 of the DBC Act. The claims referred to in sub-paragraphs 3 (b), (c) and (d) above, therefore, are within VCAT's jurisdiction. The position concerning Gorman Drive is more complicated, as to which I refer below.

**Who is the appropriate Applicant?**

7. Section 9 of the DBC Act provides that the warranties under s. 8 may be enforced by subsequent owners. It provides [emphasis added]:

**“9 Warranties to run with the building**

In addition to the building owner who was a party to a domestic building contract, any person who is *the owner for the time being* of the building or land in respect of which the domestic building work was carried out under the contract may take proceedings for a breach of any of the warranties listed in section 8 as if that person was a party to the contract.”

8. Who is the *owner for the time being*?

9. The plan of subdivision for the land covered by this memorandum is PS 703354U.

There are 4 relevant owners corporations. OC 1 is the unlimited owners corporation

and OC 2, Owners Corporation 3 (OC 3) and Owners Corporation 4 (OC 4) are limited.

10. The plan of subdivision contains common property No. 1 (“CP 1”), common property No. 2 (“CP 2”), common property No. 2 (“CP 3”) and common property no. 4 (“CP 4”). The land affected by OC 1 consists of all of the lots in the subdivision, together with CP 1 to CP 4.
11. According to the title search of the property, only the members of OC 2 are entitled to use CP 2 only the members of OC 3 are entitled to use CP 3 and only the members of OC 4 are entitled to use CP 4.
12. In *Body Corporate No 1 PS40911511E St James Apartments v Renaissance Assets Pty Ltd* (2004) 11 VR 41, the Supreme Court of Victoria held that:
  - (a) a body corporate [the name used for the predecessors to owners corporations] is the registered proprietor of an estate in fee simple in the common property and the equitable or beneficial (but not the legal) ownership of the common property was vested in the lot owners by s 28(d) of the *Subdivision Act 1988*;
  - (b) the requirement of s 28(e) in the *Subdivision Act 1988* for a folio for common property to be created in the name of the body corporate as “nominee” for the lot owners was to be construed as identifying the entity that was to be described in the relevant folio of the register as the proprietor of an estate in fee simple in the common property; and
  - (c) a body corporate is an “owner for the time being” of the common property under s 54(3) of the DBC Act.

13. The title search reveals that the folios of the Register for CP 2, CP 3 and CP 4 are in the name of OC 1. It follows from *St James Apartments* that OC 1 is the registered proprietor of the estate in fee simple of the land in CP 1, CP 2, CP3 and CP4 and should therefore be the sole applicant in any proceeding concerning the common property. If there is any dispute, however, about the proper party to bring the proceeding, my instructing solicitors should be prepared to add any other relevant owners corporation/s as a precaution **before the expiry of the limitation period.**

#### **Cracking and settlement of Gorman Drive**

14. I am instructed that the most urgent issue is the settlement and cracking of Gorman Drive. Gorman Drive is shown on the plan of subdivision as part of CP 1. It is shown on one of the preliminary drawings attached to a contract of sale as a private road.
15. I do not know the circumstances under which Gorman Drive remains on the plan of subdivision as common property. I will assume for the purpose of this memorandum that the responsibility for the repair and maintenance of Gorman Drive lies with OC 1, but that issue should be explored.
16. The issues which affect this potential claim are:
- (a) What is the cause of the problems at Gorman Drive?
  - (b) Do the owners corporations have a claim against any person with respect to Gorman Drive?
  - (c) If yes to (b):
    - (i) What is the appropriate venue for such a claim?

- (ii) What is the appropriate limitation period for that claim?

**The cause of the problems in Gorman Drive**

17. In a structural engineering report of Patrick Irwin dated 6 May 2020, Mr. Irwin observed that images taken from Google Earth and Nearmap show that:
- (a) the area was grassed with numerous medium sized trees prior to being cleared in late 2010;
  - (b) subdivision works advanced from early 2013 with Gorman Drive being paved between July 2013 and September 2013;
  - (c) between March and May 2014 a local repair appears to have been conducted to the northern edge of the northern corner of Gorman Drive vehicular pavement; and
  - (d) in about mid-2016 cracks emerged in the Gorman Drive vehicular pavement on the east side adjacent to the nature strip, which were repaired between April and October 2016.
18. Mr. Irwin referred to a geotechnical report from Cardno Victoria Pty Ltd (“Cardno”) dated 3 April 2019. In that report, Cardno concluded that the cause of the severe cracking to the 270 metre strip of Gorman Drive roadway is a combination of the presence of trees and underground services immediately at the edge of the pavement, possibly exacerbated by excess watering of the trees.
19. In Mr. Irwin’s opinion, the road pavement damage is being caused by the trees as described by Cardno. The pavement cracking correlates with the larger trees and

flush kerbs. According to Mr. Irwin, the trees which he believes are Manchurian Pears (or similar) are “notoriously associated with volumetric foundation movement”.

20. According to Mr. Irwin, the fundamental problem is that the trees are out of scale for their proximity to the pavement and the problem will continue to deteriorate and become more serious. The finding of an agricultural drain not functioning is probably not relevant in Mr. Irwin’s opinion, because “ag drains rarely function in my experience.”
21. In an email from the Warranty Manager of Madisson, Ben Mitchell, dated 27 September 2018, Mr. Mitchell attributed the cracking of the roadway to the trees which were “planted by a third party after Maddison handed over the SP to the developer.” Mr. Mitchell stated that the trees are suspected to be ornamental pears which are “extremely thirsty” and are not recommended for planting near any type of ground structure due to the nature of their unknown growth.
22. Mr. Mitchell concluded that Madisson will be “unable to assist any further as there is no indication that there is any construction related fault.”
23. In a further email dated 20 January 2020, Mr. Mitchell refuted claims about inadequate drainage and concluded that “Madisson will no longer respond to, nor provide advice on, continued claims in relation to any cracking or other damage to the Gorman drive roadway.”
24. Mr. Irwin reported that there is no one, expedient, cost effective and permanent solution. He proposed the following alternatives:

**“Tree root barrier or cut off wall**

- (a) Install a root barrier at the edge of the nature strip (as suggested by Cardno);
- (b) Install a polythene or geotextile tree root barrier against the flush kerb on the tree side (effective in the short term only);
- (c) A concrete barrier, perhaps in the form of a deeper version of the current flush kerb;

**Tree canopy or root pruning**

- (d) This combination should control moisture uptake but would need to be constantly re-visited, at least bi-annually.

**Tree removal and replacement**

- (e) This will fix the problem permanently. Replacement plantings should be carefully chosen.

**Porous footpath pavements**

- (f) Replacement of the footpaths with porous pavements will reduce root activity on the road pavement and mitigate the problem, but it will not provide a permanent solution.

**Removal of ag drains**

- (g) In practice it will probably make little difference as it appears unlikely the ag drains had much effect.

**Pavement maintenance**

- (h) In the medium terms periodic pavement maintenance can be sustained for some time, probably at least five years. As more out of plane movement occurs it will be necessary to reconstruct local sections.

**Apron Pavements**

- (i) The bituminous pavements local to the kerb could be replaced by an apron of more robust construction perhaps a 1 metre wide concrete strip adjacent to the trees.

**Watering**

- (j) Rigorous moderate watering of the trees may reduce further reactive movement but will also increase growth.”

**Do the owners corporations have a claim against any person with respect to Gorman**

**Drive?**

25. If:

- (a) the trees are the sole cause of the present condition of Gorman Drive; and

(b) Madisson was not responsible for the planting of the trees,

Maddison will have no liability to OC 1 for the condition of Gorman Drive, unless Madisson had a role in nominating the type of trees to be planted or in designing the roadways with knowledge of the type of trees to be planted.

26. I note that Sue Sandy has raised the issue as to whether a cause of the condition of the road and pavement is a lack of proper compaction of the fill. I have not seen any expert evidence that the fill was not compacted properly. **If OC 1 wishes to pursue that issue, it should obtain further expert evidence, which will also require it to obtain a full set of construction drawings.**

**If OC 1 has a claim with respect to the condition of Gorman Drive:**

- (a) **What is the appropriate venue for such a claim?**
- (b) **What is the appropriate limitation period for that claim?**

27. The answer to these questions depend on the characterisation of the claim and in particular:

- (a) whether the work is covered by the DBC Act; and
- (b) whether the proposed action is a building action.

28. In an email from the Warranty Manager of Madisson, Ben Mitchell, dated 27 September 2018, Mr. Mitchell wrote that the issue concerning Gorman Drive was “noted earlier that year” by two of the townhouse owners and that Madisson directed them to contact the owners corporation as “this area is not a structural building element and therefore not covered under statutory building warranties.”

29. An issue raised by that email is whether the construction of the road and footpath in Gorman Drive is domestic building work and therefore covered by the statutory warranties under the DBC Act referred to above.

30. A domestic building contract is defined in the DBC Act as:

“...a contract to carry out, or to arrange or manage the carrying out of, domestic building work other than a contract between a builder and a sub-contractor” [s. 3(1)].

31. Section 5 of the DBC Act provides the categories of work to which the Act applies:

#### **5 Building work to which this Act applies**

(1) This Act applies to the following work—

- (a) the erection or construction of a home, including—
  - (i) any associated work including, but not limited to, landscaping, paving and the erection or construction of any building or fixture associated with the home (such as retaining structures, driveways, fencing, garages, carports, workshops, swimming pools or spas); and
  - (ii) the provision of lighting, heating, ventilation, air conditioning, water supply, sewerage or drainage to the home or the property on which the home is, or is to be;
- (b) the renovation, alteration, extension, improvement or repair of a home;
- (c) any work such as landscaping, paving or the erection or construction of retaining structures, driveways, fencing, garages, workshops, swimming pools or spas that is to be carried out in conjunction with the renovation, alteration, extension, improvement or repair of a home;
- (d) the demolition or removal of a home;
- (e) any work associated with the construction or erection of a building—
  - (i) on land that is zoned for residential purposes under a planning scheme under the **Planning and Environment Act 1987**; and
  - (ii) in respect of which a building permit is required under the **Building Act 1993**;
- (f) any site work (including work required to gain access, or to remove impediments to access, to a site) related to work referred to in paragraphs (a) to (e);
- (g) the preparation of plans or specifications for the carrying out of work referred to in paragraphs (a) to (f);
- (h) any work that the regulations state is building work for the purposes of this Act.

(2) A reference to a home in subsection (1) includes a reference to any part of a home.

32. Section 6 of the DBC Act in force at the time provided, relevantly, that:

“This Act does not apply to the following work –

- (a) any work that the regulations state is not building work to which this Act applies...”.

33. Regulation 8 of the *Domestic Building Contract Regulations 2007* (“DBC Regulations”) provided:

**“8 Building work to which the Act does not apply—subdivisions**

For the purposes of section 6(a) of the Act, work is not building work to which the Act applies if it is work for the design, construction, extension, repair, replacement, maintenance, demolition or removal of all or any of the following works in relation to a subdivision of land—

- (a) the provision of roads, access ways, footpaths, bridges, dams, reserves, open spaces, or ornamental or decorative works associated with such works, within the subdivision;
- (b) works for sewerage, drainage, water supply, power, gas or telecommunications to connect the subdivision to the system serving properties outside it, excluding works to connect any particular property to the system for the subdivision;
- (c) engineering works, fencing works, landscaping works or retaining structures required under the planning scheme or the permit under the **Planning and Environment Act 1987** for the subdivision;
- (d) works required for the issuing of any certificate or statement of environmental audit under the **Environment Protection Act 1970** for the subdivision.”

34. It follows that, if the construction of the road, nature strip and footpath was work “in relation to a subdivision of land”, it will not be covered by the DBC Act.

**What does *in relation to* mean?**

35. In *Travellex Ltd v Commissioner of Taxation* (2010) ALJR 683 at 688, French CJ and Hayne J said (references omitted):

“It may readily be accepted that “in relation to” is a phrase that can be used in a variety of contexts, in which the degree of connection that must be shown between the two subject matters joined by the expression may differ. It may also be accepted that “the subject matter of the enquiry, the legislative history, and the facts of the case” are all matters that will bear upon the judgment of what relationship must be shown in order to conclude that there is a supply “in relation to” rights.”

36. In *Winslow Constructors Pty Ltd v Mr Holden Estates Pty Ltd* (2004) 10 VR 435, the Victorian Court of Appeal decided, in construing the DBC Act, that a contract for the provision of roads and drainage works, sewer reticulation works and water reticulation works was not a domestic building contract because that work fell within the ambit of the *Subdivision Act 1988*, not the DBC Act. At the time, the DBC Regulations did not exclude the type of work under consideration in *Winslow*.
37. One of the reasons of the Court of Appeal for holding that the work was not within the ambit of the DBC Act was that subdivisional works did not require a building permit, whereas s. 42 of the DBC Act provides that a builder must not demand final payment under a major domestic building contract until, inter alia, either an occupancy permit or a certificate of final inspection is given to the building owner. If the subdivisional works were domestic building work, the person who carried out the works could not demand final payment until an occupancy permit or a certificate of final inspection was issued. Neither of those documents will be able to be issued, however, on completion of the subdivisional works, resulting in an unworkable situation if the subdivisional works were regarded as domestic building work.
38. Gorman Drive is depicted on the plan of subdivision as common property. If:
- (a) the construction of Gorman Drive was part of the work required to be carried out under the building contract for the construction of the townhouses; and
  - (b) that work was part of the work for which a building permit was issued,
- the construction of Gorman Drive may be regarded as work associated with the construction of the homes and not work “in relation to” the subdivision.

39. It will be necessary, therefore, to obtain a full set of the planning and construction documents related to the subdivision of the land and the construction of the townhouses and roadway to establish if the construction of Gorman Drive and the footpaths were domestic building works (and covered by the DBC Act) or were constructed “in relation to [the] subdivision of the land” and exempt from the operation of the DBC Act.

**Do the Owners Corporations have a claim if the works are not covered by the DBC Act?**

40. If the construction of the roadway and pavement is not covered by the DBC Act, the Owners Corporations will not have the benefit of the statutory warranties which, by virtue of s. 9 of the DBC Act, are available to subsequent owners such as the Owners Corporations and lot owners who acquired their lots from the developer and other subsequent owners. Those owners will have to establish that the builder (or whoever was responsible for the cracking and subsidence) owed them a duty of care in the construction of the roadway and pavement.
41. The loss claimed by the Owners Corporation in the present case is regarded by the law as “pure economic loss”, as distinct from, say, personal injury or damage to property. In order to establish that a wrongdoer owed the Owners Corporations a duty of care to avoid it suffering pure economic loss, there must be features in the relationship between those persons which the courts have sometimes described as “salient features”, such as proximity, reasonable foreseeability of loss and, probably most importantly, vulnerability: *Woolcock Street Investments Pty Ltd v CDG Pty Ltd* (2004) 216 CLR 515.

42. The notion of vulnerability required in order to establish such a duty in this case is that the Owners Corporations were unable to protect themselves from the damage which it suffered.
43. In *Brookfield Multiplex v Owners Corporation Strata Plan 61288* (2014) 254 CLR 185; [2014] HCA 36, the High Court of Australia found that the builder of strata-titled services apartments on land in New South Wales did not owe a duty to the owners corporation to exercise reasonable care in the construction of the building to avoid causing the owners corporation to suffer pure economic loss resulting from latent defects in the common property.
44. It might be thought that an owners corporation, which did not exist at the time the building work was carried out, would be vulnerable to suffering that loss and therefore more likely to have a duty of care imposed in its favour. But in *Brookfield*, the High Court found that the non-existence of the owners corporation at the time the work was carried out was a factor *against* the existence of a duty of care, because the owners corporation could not have relied upon the builder in any way.
45. Although I do not have a full understanding of the contractual matrix making up this development, in the absence of the benefit of the statutory warranties under the DBC Act, I would regard the prospects of the Owners Corporations succeeding against the wrongdoers as low, with the possible exception of the building surveyor who, by virtue of his role as the “gatekeeper” of building standards, has been found to owe a duty of care to subsequent owners in relation to building defects which, had the building surveyor carried out his role properly, would not have occurred - *Moorabool Shire Council v Taitapanui* (2006) 14 VR 55.

### **Liability of the Developer**

46. One issue raised by Sue Sandy is whether the developer has some liability to the Owners Corporations for the selection and planting of the trees. Further instructions are required before I am able to give advice on this issue. In particular, it is not clear:
- (a) how the selection of trees was arrived at;
  - (b) who specified the trees which were planted;
  - (c) who planted the trees; and
  - (d) when the trees were planted.
47. There is no contractual relationship between the developer and the Owners Corporations. The Owners Corporations are created upon the registration of the plan of subdivision and have specific responsibilities for the repair and maintenance of the common property – *Owners Corporations Act 2006*. I anticipate that the same problems which will confront the owners corporations in claims against the builder should the Gorman Drive works not be regarded as domestic building work will also confront them in any claim against the developer.

### **Limitation periods**

48. A “building action” cannot be brought more than 10 years after the date of issue of the relevant occupancy permit or certificate of final inspection – s. 134 of the *Building Act 1993*.
49. A *building action* means (s. 129):
- “an action (including a counter-claim) for damages for loss or damages arising out of or concerning defective building work”.

50. I am briefed with an occupancy permit for 10 units on Lot S3, 42 Oleander Drive, Mill Park on 18 October 2013. I cannot tell from the plan of subdivision which of these units were the subject of the occupancy permit, but, in accordance with s. 134 of the *Building Act 1993*, the owners of those apartments have 10 years from the date of the occupancy permit to commence an action concerning defects *in those apartments*. My instructing solicitor should obtain a copy of all occupancy permits for the development, as some of the occupancy permits may have been issued earlier than 18 October 2013, which *may* bring forward the 10-year limitation period for the owners corporations.
51. Any claims for defects in the properties of individual lot owners will need to be brought by those lot owners and not the owners corporations.

#### **Limitation period for Gorman Drive**

52. The position is more complicated with respect to the defective road, nature strip and pavement in Gorman Drive.
53. In an email to my instructing solicitor on 19 November 2020, I stated the following:

If the Owners Corporation is the owner of the roadway, its cause of action will probably be in negligence, unless (a) it was one of the original contracting parties, in which case it will also have a claim in contract; or (b) the works are domestic building works thereby entitling the Owners Corporation to “stand in the shoes” of the original contracting party under s. 9 of the *Domestic Building Contracts Act 1995*. I have not considered the possibility that there is a claim under the *Water Act*.

The period of limitation depends on whether the works the subject of the dispute are “building works”. The period of limitation for a “building action” is 10 years from the date of the issuing of the occupancy permit or certificate of final inspection (s. 134 *Building Act 1993*); for simple contract and tort, it is 6 years from when the cause of action accrued (s. 5 *Limitation of Actions Act 1958*). For contract cases, the cause of action accrues on the date of the breach (which is usually when the works have been completed) and for tort the cause of action accrues when damage is first suffered which, for latent defects, is when the defect is discoverable or discovered, whichever occurs first.

I note from the documents which I could open that the road appears to have been constructed in 2013. I understand from your comments yesterday that the defect did not become apparent until some years later, so any cause of action in negligence is probably not statute barred. The problem may be that if the Owners Corporation was not the original contracting party and it does not have the benefit of s. 9 of the *Domestic Building Contracts Act 1995*, it may have to rely on establishing that the contractor owed the Owners Corporation a duty of care (an essential element in negligence), which is difficult to establish where the loss claimed is pure economic loss. Is the developer still around? If so, the Owners Corporation may be able to take an assignment of the developer's rights under the original contract.

I cannot properly advise on the limitation point until I have seen all relevant documents and conferred with the client."

54. The issue, then, is whether a 10 year limitation applies under s. 134 of the *Building Act 1993* or a 6 year limitation applies under s. 5 of the *Limitation of Actions Act 1958* with respect to any claim concerning Gorman Drive. The answer to that depends partly on whether the claim is a "building action" as that expression is defined in the *Building Act 1993*.

55. As reproduced above, *building action* means (s. 129):

"an action (including a counter-claim) for damages for loss or damages arising out of or concerning defective building work".

56. *Building work* is defined in s. 3(1) as:

"work for or in connection with the construction, demolition or removal of a building".

57. A *building* is defined in s. 3(1) as:

"includes structure, temporary building, temporary structure and any part of a building or structure".

58. The further questions which arise then, are:

- (a) Is the construction of the roadway, nature strip and footpath work "in connection with" the construction of the townhouses?
- (b) Is the roadway or footpath a "structure?"

59. Like the expression “in relation to” referred to above, the interpretation of wide and vague expressions such as “in connection with” must be read in the context of “the subject matter of the enquiry, the legislative history, and the facts of the case” –

*Travellex.*

60. The connection between the construction of the roads and townhouses is probably best displayed in the communication from the builder to the real estate agent, Oliver Hume, which was passed on to the purchasers in an email from Oliver Hume dated 9 July 2013:

“Below, our builder provides an update from site:

*“The recent run of good weather has seen works on the Mason Point townhomes progress quickly. The roads will be completed over the next two months and services are being installed. The B type townhouses have fixing and finishing trades starting in the next 2 weeks....”*

61. It appears, therefore, that the builder of the apartments may also have constructed the road contemporaneously with the townhouses. If that is so, it is likely, in my opinion, that the construction of the roadway and footpath is work *in connection with* the construction of the apartments, bringing an action concerning defects related to the work within the meaning of a *building action* and, therefore, affording the Owners Corporations a 10-year limitation period for commencing an action, calculated from the date on which the occupancy permit was granted in respect of the townhouses.

62. If I am wrong, a second way in which the work may be regarded as a building action is if the road or footpath is regarded as a “structure”, structure being included in the definition of “building”.

63. The cases concerning this issue have to be considered in the context that the legislation being considered by the courts is rarely identical. In *Hakea Holdings Pty Ltd v Louisiana Properties Pty Ltd* (2018) 98 NSWLR, the New South Wales Court of Appeal found that a road which follows the natural lie of the land is not a “structure”, whereas in *O’Brien v Shire of Rosedale* [1969] VR 112 a Victorian Supreme Court judge found that a road was a structure. The legislation in each case was different and it illustrates that the interpretation has to be made in context of the particular piece of legislation under consideration.
64. My preliminary view is that the roadway and footpath are structures which would be included in the definition of *building* as that term is defined in s. 3 of the *Building Act 1993*, thereby bringing an action for damages arising out of those works within the definition of a *building action* and therefore *possibly* subject to a 10 year limitation period.
65. The definition of an action as a “building action” does not of itself provide a 10-year limitation period. Section 134 sets the commencement time of a 10-year limitation period from the date of the issue of the occupancy permit or the date on which a certificate of final inspection has been issued. If no occupancy permit or certificate of final inspection was issued, a 6-year limitation period will apply.
66. **If a 6-year limitation period applies, the Owners Corporation should be mindful of the date on which the defects became apparent, because, for the purpose of a negligence action concerning defective work [the Owners Corporation would not have a claim for breach of contract unless it took an assignment of the developer’s rights against the builder], the date on which the cause of action in negligence accrues for economic loss is the date on which the defect became**

**known or manifest** – *Pullen v Gutteridge, Haskins & Davey Pty Ltd* [1993] 1 VR

27.

### **Other claims**

#### **Paling picket defects at 48 Oleander Drive**

67. The other major issue is the paling pickets which have warped and pulled away from the supporting frame structure of the property at 42-48 Oleander Drive. In a report from David Gough of Buildcheck dated 1 March 2019, Mr. Gough reported that the timber palings, which have been used extensively as privacy screens and structural balustrades in many locations on the 4-storey building, have warped excessively and have pulled away from the supporting frame structure.
68. Mr. Gough reports that the boards have had a dark brown factory stain applied to both sides; however it does not appear to be anything other than for colouring purposes. The edges of the boards do not have the stain and have not been treated with any visible form of coating to provide a protective seal.
69. Mr. Gough also reported that failed screw fixings are likely due to overtightening.
70. Mr. Gough concluded that the screening is defective and “not fit for purpose”, but noted that lack of ongoing maintenance has possibly contributed to the level of warping.
71. Mr. Gough did not know the type of timber used and suggested that:
- (a) the construction drawings and permit documentation be reviewed to verify the use and installation of the boards; and

(b) the boards be removed and replaced throughout with a suitable timber or aluminium substitute.

72. Mr. Gough estimated the cost of removing and replacing the screens at \$300,000 - \$350,000.

73. It is difficult to follow the logic that, despite not knowing what type of timber was used, the recommendation is for removal and replacement of all of the boards, unless of course all of the boards are defective.

74. **In my opinion, the first recommendation of Mr. Gough (to obtain the construction drawings and permit documentation) should be carried out and reviewed by Mr. Gough or some other expert before considering making a claim. That course should also be adopted as part of the Owners Corporations' consideration of the scope of work.**

#### **Other defects**

75. There are various issues concerning pipe penetrations and other fire related defects at the 44-lot, multi-level residential apartment block at 40 Bush Boulevard and the 42-lot, multi-level apartment building at 42-48 Oleander Drive. **An updated expert report should be obtained in order to identify outstanding issues and to confirm that these items are building defects as distinct from maintenance items.**

#### **Summary**

76. Whilst there may be valid claims against Madisson for various building defects, in my opinion the Owners Corporations should carry out whatever work is required to repair and maintain the common property regardless of whether claims have been

commenced concerning building defects. They should not await the conclusion of legal proceedings before carrying out that work. The reason for this is that:

- (a) the outcome of litigation is uncertain;
- (b) there is currently a significant delay in VCAT such that any claim issued this year may not be heard and determined until some time in 2023;
- (c) by carrying out the work, the cost of rectification is ascertained which greatly assists the Owners Corporations in pursuing their claims; and
- (d) in the course of carrying out rectification work, often significant evidence is uncovered of the defective work which strengthens the claims against the builder or other wrongdoers.

77. In relation to Gorman Drive, that work should be carried out promptly (once it is established that OC 1 is responsible for that work), as the time limit for commencing a claim may be running out if the limitation period is 6 years from when damage first became apparent. The Owners Corporation can commence a “holding action” against the parties who they regard as responsible for the condition of the road and footpath, but such an action is fraught in circumstances where the true cause of the problem is still unclear and the evidence to date does not identify a clear wrongdoer.

78. A further issue of commencing a “holding claim” is identifying the venue in which such an action should be commenced. If it was to be commenced in VCAT and it transpires that the work is not covered by the DBC Act, VCAT may not have jurisdiction to hear the claim. If it is commenced in, say, the County Court and it transpires that VCAT is the correct jurisdiction, the proceeding in the County Court must be stayed upon the application of a party to the action – s. 57 DBC Act. If the

action has become statute barred by then, it will be too late for the Owners Corporations to issue a proceeding in VCAT.

79. The answers to the questions posed above, therefore, are:

(a) Is VCAT an appropriate forum? If so, who are the appropriate parties?

**Yes. The appropriate parties are OC 1 as the Applicant and Madisson as the Respondent for the defects other than Gorman Drive.**

(b) Is OC 1 the appropriate Applicant or should all owners corporations be included?

**OC 1 should be the sole Applicant.**

(c) Are the claims within the limitation period?

**Other than for Gorman Drive, yes. The relevant time limit for commencing a building action is 10 years after the date on which the occupancy permit was issued.**

**As for Gorman Drive, it depends on whether it is covered by the DBC Act. I am unable to advise on this until a full set of planning and construction drawings are obtained. If it is covered by the DBC Act, a 10-year limitation will apply because it will be linked to the construction of the townhouses. If not, a 6-year limitation will apply from the date the damage first became apparent.**

(d) What reports are required to be obtained before issuing the proceedings?

**For the miscellaneous items of defective work, an updated expert report should be obtained to identify the outstanding items and to confirm that they are building defects and not maintenance items.**

**For the paling pickets, an updated report should be obtained after the construction drawings are obtained, as recommended by David Gough.**

**For Gorman Drive, if the Owners Corporations wish to pursue this claim, they will need a report from a building consultant once they have obtained copies of the relevant construction drawings and specifications.**

80. I would be pleased to discuss any aspect of this memorandum.



**K C OLIVER**

**Owen Dixon Chambers West**

**11 May 2021**

**Liability limited by a scheme approved under Professional Standards Legislation**

**CONSOLIDATED  
OWNERS CORPORATION RULES**

**OWNERS CORPORATION 1  
PLAN OF SUBDIVISION No. PS703354U**

**LIFE @ MASON POINT**

**40 BUSH BOULEVARD, MILL PARK, VICTORIA 3082**

# TABLE OF CONTENTS

1	ACCESS TO LOTS.....	1
2	APPEARANCE OF A LOT INCLUDING BALCONIES: <u>APARTMENT BUILDING</u> .....	1
3	APPEARANCE OF A LOT INCLUDING BALCONIES, PATIOS, COURTYARD: <u>TOWNHOUSES</u> .....	2
4	BEHAVIOUR BY MEMBERS, OCCUPIERS & INVITEES .....	3
5	BEHAVIOUR BY MEMBERS, OCCUPIERS & INVITEES USING PUBLIC OPEN SPACES / GARDEN AREAS .....	5
6	BUILDING WORKS: <u>APARTMENT OWNERS</u> .....	5
7	CLEANING OF A LOT .....	8
8	COMMON PROPERTY - DAMAGE TO.....	8
9	COMMON PROPERTY - INTERFERENCE WITH.....	9
10	COMMON PROPERTY - RESTRICTED USE OF .....	10
11	COMMON PROPERTY - SECURITY OF APARTMENT BUILDING .....	11
12	COMMON PROPERTY - USE OF.....	11
13	COMPENSATION TO OWNERS CORPORATION.....	12
14	COMPLAINTS AND APPLICATIONS.....	12
15	COMPLIANCE WITH RULES BY INVITEES .....	12
16	COMPLIANCE WITH LAWS .....	12
17	COMPLIANCE WITH PERMITS .....	12
18	CONDUCT OF MEETINGS.....	13
19	CONSENT OF OWNERS CORPORATION .....	13
20	DEVELOPER.....	13
21	DISPUTE RESOLUTION.....	14
22	FIRE CONTROL: APARTMENT BUILDING .....	14
23	FIRE CONTROL: <u>TOWNHOUSES</u> .....	15
24	HEALTH SAFETY & SECURITY .....	15
25	INFECTIOUS DISEASES.....	15

26	INSURANCE PREMIUM .....	15
27	LANDSCAPING & CONSERVATION RESERVE.....	16
28	LEASE OR LICENSE OF COMMON PROPERTY .....	16
29	LOTS – CHANGE OF USE OF LOTS.....	16
30	MANAGEMENT AND ADMISTRATION .....	16
31	MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS): <u>APARTMENT BUILDING</u> .....	16
32	MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS) - <u>TOWNHOUSES</u> .....	17
33	NAMING RIGHTS .....	18
34	NOTIFICATION OF DEFECTS .....	18
35	OWNERS CORPORATION CERTIFICATE .....	18
36	PAINTING.....	18
37	PENALTY INTEREST .....	18
38	PETS AND ANIMALS .....	19
39	RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS.....	19
40	RESTRICTIONS – CONDUCTING TRADE .....	20
41	RETAIL / COMMERCIAL LOTS.....	20
42	SECURITY.....	21
43	SECURITY KEYS - APARTMENT BUILDING .....	21
44	SIGNAGE LICENCE.....	22
45	SIGNAGE: APARTMENT BUILDING .....	22
46	SIGNAGE: TOWNHOUSES .....	22
47	SPECIAL RIGHTS FOR THE VENDOR.....	22
48	STORAGE OF BICYCLES .....	23
49	STORAGE OF FLAMMABLE LIQUIDS .....	23
50	SUPPORT AND PROVISION OF SERVICES: <u>APARTMENT BUILDING</u> .....	23
51	SUPPORT AND PROVISION OF SERVICES: <u>TOWNHOUSES</u> .....	24
52	VEHICLES ON COMMON PROPERTY & PRIVATE LOTS - <u>APARTMENT BUILDING</u> .....	24

53	VEHICLES ON COMMON PROPERTY & PRIVATE LOTS: <u>TOWNHOUSES</u> .....	25
54	WASTE MANAGEMENT: <u>APARTMENT BUILDING</u> .....	26
55	WASTE MANAGEMENT: <u>TOWNHOUSES</u> .....	26
56	WIND / WEATHER .....	27
57	WINDOW TINTING .....	27
58	USE OF APPURTENANCES .....	27
59	ADDITIONAL RULES .....	28

INFORMATION ONLY

**In these rules, unless the context otherwise requires:**

- headings are for convenience only;
- words imparting the singular include the plural and vice versa;
- words imparting a gender include any gender
- a reference to a person includes a reference to the person's executors, administrators, successors, substitutes
- an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- a reference to a thing includes part of that thing.

**DEFINITIONS**

- a) **"Act"** means the Subdivision Act 1988 and the Owners Corporations Act 2006;
- b) **"Additional Rules"** means the additional Rules attached as Annexure A;
- c) **"Building"** means the improvements constructed on all of the land in the Plan of Subdivision of which the Lots form part of and includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building affected by the Owners Corporation;
- d) **"Building Manager"** means any Building Manager / caretaker appointed by the Owners Corporation;
- e) **"Building Works"** are any works, alterations, additions, removal, repairs, or replacement of:
  - i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot;
  - ii. Common Property services and services to the Building;
  - iii. The internal walls inside Your Lot;
  - iv. The structure of Your Lot;
  - v. Services provided to Your Lot.

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- f) **"Building Works Agreement"** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- g) **"Committee"** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- h) **"Common Facilities"** means the facilities located upon the Common Property for the use and enjoyment of the Members and Occupiers, subject to any restrictions;
- i) **"Common Property"** means all of the Common Property referred to on the Plan of Subdivision;

- j) **“Council”** means City of Whittlesea;
- k) **“Developer”** means Gibroc Corporation Pty Ltd (ACN 143 492 782);
- l) **“Development”** means all the land improvements comprised in the Plan of Subdivision situated at 40 Bush Boulevard, Mill Park;
- m) **“Grievance Committee”** means any grievance sub-committee appointed by the Owners Corporation Committee;
- n) **“Land”** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision;
- o) **“Land affected by the Owners Corporation”** means the Lots of which the Owners for the time being are the Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- p) **“Law”** means the provisions of any statute, Rule, Regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- q) **“Lot or Lots”** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan;
- r) **“Lot owner”** means the registered owner of a Lot;
- s) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager, or if no person is for the time being appointed, the secretary of the Owners Corporation;
- t) **“Member”** means an owner of a Lot on the Plan of Subdivision affected by the Owners Corporation;
- u) **“Occupier / Occupants”** means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member;
- v) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of the Plan of Subdivision, in this instance being Plan of Subdivision PS703354U;
- w) **“Owners Corporation Guidelines”** means any guidelines issued from time to time by the Owners Corporation or the Manager;
- x) **“Permits”** means all permits relevant and applicable to the Development including without limitation Planning Permit Numbers 712104 and 713600 as issued by Council;
- y) **“Plan”** or **“Plan of Subdivision”** means the Plan of Subdivision for the Development, being PS703354U;
- z) **“Regulations”** means the Owners Corporations Regulations 2007;
- aa) **“Resident”** means a Lot owner and/or Occupier residing in a Lot;

- bb) **“Retail Lot”** means a Lot that is allocated on the Plan of Subdivision for retail or commercial purposes and / or which is used for retail or commercial purposes;
- cc) **“Rules”** means the standard Rules, any additional Rules and model Rules of the Owners Corporation;
- dd) **“Security Key”** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;
- ee) **“Vendor”** means Gibroc Corporation Pty Ltd (ACN 143 492 782);
- ff) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus;
- gg) **“You”** or **“Your”** means an Owner or Occupier of a Lot.

#### **OBLIGATIONS & RESTRICTIONS**

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

Without limiting the foregoing, these Rules shall be read subject to the rights of Gibroc Corporation Pty Ltd (the Developer) and its related companies and their respective consultants, employees and agents to conduct marketing activities on the Common Property until all of the Lots on the Plan of Subdivision are sold, including (without limitation):

- (i) allowing invitees to have access to the Common Property in the company of an agent or representative acting on behalf of the Developer; and
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
- (iii) allowing the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display Lot.

#### **NOTE:**

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, HOWEVER all remaining Rules or part thereof capable of separate enforcement and effect, shall continue to be valid and enforceable in accordance with their terms.

## **1 ACCESS TO LOTS**

- 1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- 1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.
- 1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
  - (a) the Lot;
  - (b) Common Property; or
  - (c) Services.
- 1.4 Without limiting the effect of Rule 1.3, You acknowledge that the Owners Corporation or any person authorised by the Owners Corporation may require access to Your Lot to attend to the cleaning, maintenance and or repair of the exterior of the Building, including but not limited to the windows and glass finishing, and You are required to provide such access.
- 1.5 The Owners Corporation must use reasonable endeavours to minimise any disturbance caused to You, Your family, visitors and guests.
- 1.6 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to You and / or Your invitees as is reasonable in the circumstances.

## **2 APPEARANCE OF A LOT INCLUDING BALCONIES: APARTMENT BUILDING**

- 2.1 Without limiting any of these Rules a Member or Occupier of a Lot must not:
  - (a) hang or place from any balcony or in or from a window of a Lot or on the Common Property anything which affects the outward appearance or state of repair of a Lot or the Common Property, or which may otherwise affect the use and enjoyment of the Lots and the Common Property of the building by Members or Occupiers;
  - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles on the balcony which are visible from the Common Property or on any part of the common property;
  - (c) use any balcony as a place of storage;
  - (d) keep plants on the balcony which are partly or wholly visible from the Common Property or externally from any part of the building without first having obtained prior written consent of the Owners Corporation. The Owners Corporation may prescribe the plant or plants that residents can place on balconies etc., and where such plants are to be placed as part of any consent given;
  - (e) keep plants on the balcony that drain on to any part of the common property or another Lot;
  - (f) keep or allow anything belonging to a Member or Occupier of a Lot to be on any balcony or any part of the exterior of a Lot after being given notice by the Owners Corporation or its representative on behalf of the Owners Corporation (either by direction from the Owners Corporation or on its own in the case of an emergency) to

remove the thing which is causing a nuisance or adversely affects the use and enjoyment of the Development or Common Property by Members and Occupiers;

- (g) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that changes the visual characteristics of the glazing;
- (h) other than as permitted by the Owners Corporation, install or allow the installation of any:
  - i. awnings; or
  - ii. curtains, blinds or other window furnishings, or install an additional blind behind the existing fitted blinds

where such installations have the effect of changing the façade or external appearance of the Building;

- (i) install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus, security door or fly wire screen) which extends outside the boundaries of a Lot or is visible from outside the Lot;
  - (j) install any pipes, wiring, cables or the like to the external face of the Building.
- 2.2 A Member or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony without the prior written consent of the Owners Corporation (the Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development or if it interferes with the views or use and quiet enjoyment of another Lot).
- 2.3 A Member or Occupier of a Lot must not allow any balcony or other areas which forms part of any Lot to become unkempt, overgrown or unsightly, and when watering or cleaning, must ensure minimal disturbance to other Members and Occupiers.
- 2.4 A Member or Occupier of a Lot must not allow any items to be bolted down on the balcony floor areas.
- 2.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.

### **3 APPEARANCE OF A LOT INCLUDING BALCONIES, PATIOS, COURTYARD: TOWNHOUSES**

- 3.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
  - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property which are visible from the Common Property;
  - (c) install any fly wire screen, tinting, awning, security door or any other exterior fixture or fitting which is visible from the Common Property and without first having obtained written permission to do so from the Owners Corporation;
  - (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not

extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot. Where Lots have courtyards maintain gardens and replant similar types and species of plant as originally provided when necessary;

- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Buildings;
- (g) install any air conditioning unit and condenser in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- (h) hang curtains, blinds or window coverings of any type (internal and external) visible from outside the Lot without prior written consent from the Owners Corporation and unless the colour and style of those curtains blinds or window covers comply with Owners Corporation Guidelines;
- (i) obstruct entrance to a Lot or balcony/courtyard or other area forming part of a Member's Lot to the Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structures including glass on balconies, external Building signage or light structures; or
- (j) paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot, unless in accordance with all applicable Permits and Owners Corporation Guidelines.

#### **4 BEHAVIOUR BY MEMBERS, OCCUPIERS & INVITEES**

4.1 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:

- (a) create or permit any noise or behave in a manner likely to interfere with the peaceful and quiet enjoyment of a Member or Occupier of another Lot, or of any person lawfully using Common Property;
- (b) hold any social gathering or create offensive noise in the common areas or on balconies, and in the instance of Townhouses in courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains and also such further steps as may be within the Member or Occupier's power to effect between the hours of 11:00pm to 7:00am;
- (c) Allow guest to leave or Members or Occupiers to leave or return to a Lot between the hours of 11:00pm to 7:00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers or neighbouring residents;
- (d) obstruct the lawful use and enjoyment of the Common Property by any person;
- (e) make or permit to be made noise from music or other appliances including social gatherings, musical instrument, television sets, radios, stereos, CD players or the like which may be heard outside the Lot between the hours of 11:00pm and 7.00am;
- (f) use gymnasium equipment such as walking/running machines, weight stations, dumbbells etc. inside a Lot between the hours of 10.00pm and 7.00am;

- (g) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation; or
  - (h) without limiting the generality of the foregoing, use of machinery, drills or jack hammers in a Lot between the hours of 9:00am and 5.30pm on weekdays.
- 4.2 Rules outlined under 4.1 relating to noise does not apply, if the Owners Corporation has given written permission for the noise to be made.
- 4.3 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:
- (a) when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be inadequately clothed or use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property.
  - (b) smoke on Common Property areas; which for the apartment building includes the corridors, floor landings, foyer, lift/s, stairwells), car park areas and other common property areas, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
  - (c) use or permit to be used in or on the Common Property, skateboards, scooters, rollers skates, roller blades or any like items.
  - (d) allow the entry door or any other external door of the apartment building (other than a sliding door to a balcony) of any Lot to be physically restrained from closing in any way;
  - (e) permit any bicycle to be stored on balconies. Bicycles may only be stored in areas of the Common Property as designated by the Owners Corporation or its Manager for such purpose.
  - (f) consume alcohol or other beverages, or consume food, or the taking of glassware onto the Common Property i.e. generally common areas of the development and in regard to the apartment building, the lifts, foyer areas, floor landings etc.
  - (g) dispose of any rubbish including cigarette butts or cigarette ash over their balcony or in any part of the Common Property except for those areas specifically designated by the Owners Corporation for such disposal.
  - (h) use the common property or common facilities or permit the common property or common facilities 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 invitees;
  - (i) use or permit the common property of the common facilities to be used for any purpose other than that which they were designed;
  - (j) use a 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;
  - (k) use or permit any Lot, the common property or the common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development, or may cause nuisance or hazard to any other Member or Occupier of any Lot or the families or invitees of any such Member or Occupier;
  - (l) use or occupy any Lot or Lots or any part thereof as a restaurant, café, food related retailer or alcohol distributor for carrying on any trade or business;

- (m) cause or permit their licensee, family or invitee to cause any damage to the Common Property;
- (n) do or allow to be done in or upon common property or the common facilities any act, matter or thing that may render any insurance in respect of the buildings void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (o) fail to clear, at regular intervals, the contents of the Member's mail receiving box'
- (p) fail to inform and require compliance of all Owners Corporation Rules and Regulations on any Occupier, guest, visitor or invitee of any kind.

## **5 BEHAVIOUR BY MEMBERS, OCCUPIERS & INVITEES USING PUBLIC OPEN SPACES / GARDEN AREAS**

- 5.1 A Member must and must ensure that the Occupier of a Member's Lot and any invitees using the public spaces / garden areas complies with the Additional Rules.

## **6 BUILDING WORKS: APARTMENT OWNERS**

- 6.1 A Member of a Lot must not undertake or allow an Occupant of their Lot to undertake any building or decoration works within or about or relating to a Lot except with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws including but not limited to, council by-Laws and regulations for the building works have been obtained and copies given to the Owners Corporation, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
- (b) the Member of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members or Occupiers.

- 6.2 A Member of a Lot must not proceed with any such works until:

- (a) the Member or Occupier submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the building or any of the Common Property, or which affect the building structure or services or the fire or acoustic ratings of any component of the Building/s;
- (b) the Member or Occupier supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as is reasonable to enable the Owners Corporation to be satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building, do not endanger the building and are compatible with the overall services to the building and the individual floors;
- (c) provides evidence or proof that any installation or work will not affect the building structure or services or the fire or acoustic ratings of any component of the building or of the Lot;
- (d) provide evidence that any installation or work will not affect the external appearance of the building;
- (e) the Member or Occupier receives written approval for those works from the Owners Corporation, such approval is not to be unreasonably or capriciously withheld but

which may be given subject to any condition imposed by the Owners Corporation including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner or architect engaged by the Owners Corporation to consider such plans and specifications) by the Member and such approval will not be effective until such costs have been paid;

- (f) the Member or Occupier pays the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Member of a Lot of its obligations under this Rule;
- (g) the Member of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager.

6.3 The Member of a Lot must ensure that the Member or the Member's servants, agents and contractors undertaking such works comply with the property and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection requirements and hours of work and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

6.4 Without limiting the generality of Rule 6.3, The Member of a Lot must ensure that the Member and the Member's servants, agents and contractors undertaking such works observe the following restrictions in respect to the works:

- (a) the main building entrance and lobby of the apartment building is not used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation has given written consent to do so;
- (b) building materials must not be stacked or stored in the front side or rear of the Building;
- (c) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (d) construction work must comply with all Laws of the relevant statutory and governmental authorities;
- (e) the exterior of the Development and the Common Property must at all times be maintained in a clean, tidy and safe state;
- (f) construction vehicles and construction workers' vehicles must not be brought onto or parked in or on the Common Property.

6.5 If the Owners Corporation grants approval for the works and if the Owners Corporation requires it, You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:

- (a) received written consent to the Building Works from the Owners Corporation;
- (b) entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
- (c) paid the Owners Corporation the nominated bond as determined by the Owners Corporation;
- (d) caused to be effected and maintained during the period of the building works, a

- contractor's all risk insurance policy to the satisfaction of the Owners Corporation;
- (e) delivered a copy of the contractor's all risk insurance policy and certificate of currency in respect to the policy to the Owners Corporation;
  - (f) implemented appropriate measures to ensure that the servants, agents and contractors are supervised in the carrying out of such works so as to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners or Occupiers.
  - (g) implemented appropriate measures to ensure that the servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 6.6 The Building Works Agreement is to include directions of the Owners Corporation with respect to:
- (a) building operations;
  - (b) means of access to the Building and the Lot the subject of the Building Works;
  - (c) use of Common Property;
  - (d) on-site management and Building protection;
  - (e) hours of work;
  - (f) the supervision of the Member's or Occupier's contractors, servants or agents.
- 6.7 When carrying out Building Works the Member or Occupier must:
- (a) use qualified, reputable and where appropriate, licensed contractors;
  - (b) ensure the building works are carried out in a proper manner and to the satisfaction of the Owners Corporation;
  - (c) ensure works are in accordance with the Building Works Agreement;
  - (d) ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.
  - (e) promptly notify the Owners Corporation on becoming aware of any damage in or to the Common Property;
  - (f) compensate the Owners Corporation for reinstatement of any damage caused by servants, agents and contractors carrying out Building Works on Your behalf may cause to the Common Property or property of another Lot owner or occupier, or to other parts of the Building;
  - (g) ensure that Your servants, agents and contractors, adhere to these Rules and in particular, to the terms and conditions of the Building Works Agreement;
- 6.8 Access will not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan of Subdivision for the installation and maintenance of services and associated building works without the formal written consent or licence of the Member of the relevant Lot, or of the Owners Corporation in the case of Common Property.
- 6.9 Rules 6.1 to 6.8 do not apply to the Vendor, its assignees or legal personal representatives.
- 6.10 The Member or Occupier of the Lot must immediately make good all damage to, and dirtying of the building, the Common Property, the services thereof or any fixtures, fittings and finishes which are caused by such works, and if the Member fails to immediately do so, or if the

Member fails to do so within a reasonable period of time, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in the that event:

- (a) the Member will indemnify and keep indemnified the Owners Corporation against any costs or liabilities by the Owners Corporation in so making good the damage and dirtying; and
- (b) the Owners Corporation may deduct the cost of making good the damage or dirtying from the bond amount provided to the Owners Corporation pursuant to Rule 6.2(f) and shall be entitled to seek reimbursement of the balance of its costs as a debt due from the Member.

## **7 CLEANING OF A LOT**

- 7.1 A Member or Occupier of a Lot must keep that Lot clean and in good repair.
- 7.2 A Member or Occupier of a Lot must keep all internal or external balconies and any other areas which form part of the Lot, clean, tidy and well maintained and must ensure that all areas visible from outside the Lot are clean, tidy and well maintained.
- 7.3 A Member or Occupier of a Lot must keep clean all exterior surfaces of glass, both in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
  - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (b) that glass or part of the glass cannot be accessed by the Member or Occupier safely or at all.

## **8 COMMON PROPERTY - DAMAGE TO**

- 8.1 Subject to the Rules, a Member must not and must ensure the Occupier of a Member's Lot must not:
  - (a) damage or deface;
  - (b) mark or paint;
  - (c) drive nails or screws into;
  - (d) alter; or
  - (e) do anything of a like nature toany Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the prior written consent of the Owners Corporation.
- 8.2 Any consent given by the Owners Corporation to:
  - (a) damage or deface;
  - (b) mark or paint;
  - (c) drive nails or screw into;
  - (d) alter; or
  - (e) do anything of a like nature to

Common Property does not permit You to make any additions to the Common Property and may also state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- 8.3 A Member must or must ensure the Occupier of a Member's Lot must:
- (a) not interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
  - (b) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
  - (c) interfere or activate any of the Buildings' fire protection services including but not limited to alarms, sprinklers, some detectors, fire extinguishers and fire hydrants except in the case of an emergency, provided further that the Owners Corporation may recover the cost of any damage for false alarms or making good any damage from the Occupier or Member;
  - (d) modify any air-conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation;
  - (e) notify the Owners Corporation of any damage or defect in the Common Property;
  - (f) compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.
- 8.4 Subject to these Rules, You are not prevented from installing:
- (a) any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
  - (b) any screen or other device to prevent entry of animals or insects on the Lot, subject to the screen or other device being soundly built and is consistent with the colour, style and materials of the building;
  - (c) any structure or device to prevent harm to children.
- 8.5 Any installation permitted by these Rules must:
- (a) be soundly built and meet acoustic standards as approved by the Owners Corporation;
  - (b) have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
  - (c) have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
  - (d) comply with the Manager's stipulations from time to time;
  - (e) not break the fire regulations by installing unapproved dead locks or peep holes that would void or affect the Owners Corporation's insurance policy.
- 8.6 Subject to these Rules, You must:
- (a) maintain and keep in a state of good and serviceable repair, any installation referred to in Rule 8.4 that forms part of the Common Property and that services the Lot; and
  - (b) repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

## 9 COMMON PROPERTY - INTERFERENCE WITH

- 9.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 9.2 A Member or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the Common Property.
- 9.3 A Member or Occupier of a Lot must not modify or interfere with any air conditioning, heating, or ventilation system or associated ducting, or any other building service servicing that Lot without the prior written consent of the Owners Corporation (either by direction of the Owners Corporation or on its own in the case of an emergency).
- 9.4 A Member or Occupier of a Lot must not enter into, or permit any person to enter into any plant room, or the waste disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas or heating or cooling controls, communication system (except telephone connections), in or on the Common Property without the consent of the Owners Corporation.
- 9.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.
- 9.6 A Member or Occupier of a Lot must not operate, or permit to be operated, on the Lot or within it, any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 9.7 A Member or Occupier of a Lot must not paint or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.
- 9.8 A Member or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the applicable fire regulations and be of a colour approved by the Owners Corporation.
- 9.9 A Member or Occupier of a Lot must not use that part of a Lot designed for use as a car parking space, for any other purpose without the prior written consent of the Owners Corporation.
- 9.10 A Member or Occupier of a Lot of the Apartment Building:
  - (a) must not stack items closer than 500mm to any sprinkler within any storage cage;
  - (b) must not affix or install any material to the walls of a storage cage to enclose the space; and
  - (c) must ensure that all items kept in any storage cage are wholly contained within the storage cage.

## **10 COMMON PROPERTY - RESTRICTED USE OF**

- 10.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:
  - (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by

Members or Occupiers of any part of the Common Property;

- (b) permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of key or other security device, the access of Members or Occupiers;
- (d) restrict by means of key or other security device, the access of the Members or Occupiers of one level of the Lots to any other level of the Lots; and
- (e) cancel any security card or key issued where a Member is in arrears in payment of Owners Corporation levies in excess of two (2) quarters.

10.2 A Member or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with Rule 10.1.

## **11 COMMON PROPERTY - SECURITY OF APARTMENT BUILDING**

11.1 A Member or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

11.2 A Member or Occupier of a Lot must not allow persons to follow them through the security doors to the property or to common areas.

11.3 A Member or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of a Member, Occupier, or user of another Lot.

11.4 Except with the approval in writing of the Owners Corporation, a Member or Occupier of a Lot must not use or store on the Lot or on the common property, any flammable chemical, liquid or gas or other flammable material. 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.

## **12 COMMON PROPERTY - USE OF**

12.1 A Member or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation 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 the health, safety and security of any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.

12.2 A Member or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with, or prevent its lawful use and enjoyment by other Members or Occupiers of Lots or their families or visitors.

12.3 A Member or Occupier of a Lot must not use for his or her own purposes as a garden, any portion of the Common Property, unless the Owners Corporation has provided its written consent.

12.4 The Owners Corporation may as a condition of its consent under Rule 12.3, specify a period for which the consent is granted.

12.5 A Member or Occupier of a Lot must not and must ensure their invitees do not place or use

private barbeques on any part of the Common Property.

- 12.6 A Member or Occupier of a lot must not place, store or let stand any item owned or under the control of the Member or Occupier on Common Property unless written approval has been obtained from the owners corporation.

### **13 COMPENSATION TO OWNERS CORPORATION**

- 13.1 The Member or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees. The cost of the damage will be based upon the assessment of an experienced contractor or otherwise upon the average cost of quotations received to repair the damage.

### **14 COMPLAINTS AND APPLICATIONS**

- 14.1 Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

### **15 COMPLIANCE WITH RULES BY INVITEES**

- 15.1 A Member or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these Rules.
- 15.2 A Member of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including taking any action available under the lease, licence or agreement, to ensure that any tenant, licensee or occupant of the Lot and any invitees of that tenant, licensee or occupant comply with these Rules.
- 15.3 A Member or Occupier of a Lot must ensure that contractors/tradesmen as appointed by them only use the area specifically designated by the Owners Corporation for entry and exit to the building.

### **16 COMPLIANCE WITH LAWS**

- 16.1 A Member or Occupier of a Lot must, at the Member's or Occupier's expense, promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 16.2 A Member or Occupier of a Lot must not use the Lot or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the Development comprised of the Lots and the Common Property, or which may cause a nuisance or hazard to any other Member or Occupier of a Lot or their tenants or invitees.
- 16.3 A Member or Occupier of a Lot must grant to the Owners Corporation, its servants and agents, upon the Member or Occupier being given seven (7) days prior written notice, the right of access to their Lot or any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property, and the cleaning of the outside of the windows and the external façade of the Common Property.

### **17 COMPLIANCE WITH PERMITS**

- 17.1 Each Member must comply with all Permit conditions, including without limitation, the Waste Management Plan.

Note that a private waste contractor is to be engaged by the Owners Corporation to manage

the waste for the Apartment building and also the Townhouses. Note also that associated cost is payable by the Owners Corporation.

## **18 CONDUCT OF MEETINGS**

18.1 The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act and Regulations.

## **19 CONSENT OF OWNERS CORPORATION**

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

## **20 DEVELOPER**

20.1 Notwithstanding anything to the contrary herein contained, so long as the Developer and its equity partners, if any, is a Member or Occupier and is an owner of a Lot and so long as any mortgagee or chargee of the Developer has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, its mortgagee or chargee may be engaged in, or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

20.2 The Developer and its equity partners if any, its mortgagees or chargees shall be and are by this Rule 20, authorised by each and every Owners Corporation in the Plan of Subdivision to:

- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
- (b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- (c) exclude all and any Members or Occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
- (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
- (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;
- (f) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project;
- (g) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary, any rights of way or points of egress and ingress to the Development in order to carry out any works.

20.3 The Owners Corporation authorises and appoints the Developer to sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.

## 21 DISPUTE RESOLUTION

- 21.1 The grievance procedure set out in this Rule applies to disputes involving a Lot owner, Manager, or an Occupier or the Owners Corporation.
- 21.2 The party making the complaint must prepare a written statement in the approved form.
- 21.3 If there is no grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 21.4 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.
- 21.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within fourteen (14) working days after the dispute comes to the attention of all the parties.
- 21.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 21.7 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 Corporation Act 2006.
- 21.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

## 22 FIRE CONTROL: APARTMENT BUILDING

- 22.1 A Member or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency.
- 22.2 A Member or Occupier of a Lot must not obstruct any fire stairs or fire escape.
- 22.3 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with regulations and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 22.4 To avoid False Alarm Call Outs by the Fire Brigade, a Member or Occupier of a Lot must not:
  - (a) smoke on Common Property including the corridors, floor landings, foyer, lifts and stairwells or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;
  - (b) open their apartment door leading to the lobby in non dangerous instances to eliminate the resulting smoke from their Lot i.e. (such as smoke from burning toast or other food);
  - (c) only windows should be opened to allow smoke to escape in non dangerous situations;
  - (d) open the door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
  - (e) utilise fire hoses except in the case of an emergency;
  - (f) leave open the entry door to their Lot whilst having building works undertaken.

**Note:** In cases of negligence resulting in a False Alarm Call Out being made by the Fire

Brigade, the associated costs will be charged to the Member or Occupier identified as being responsible.

## **23 FIRE CONTROL: TOWNHOUSES**

- 23.1 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot, to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with requirements and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 23.2 ensure that the front door to the townhouse is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- 23.3 ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

## **24 HEALTH SAFETY & SECURITY**

- 24.1 A Member or Occupier must not use the Lot or permit it to be used, so as to cause hazard to the health, safety and security of a Member, Occupier, or user of another Lot.
- 24.2 Except with the approval in writing of the Owners Corporation, a Member or Occupier of a Lot must not use or store on the Lot or on the Common Property, any flammable chemical, liquid or gas or any other flammable material. 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.
- 24.3 A Member 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.
- 24.4 A Member or Occupier must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied and cleaned and in the case of the apartment building, ensure that water is not falling onto other Lots within the Building or the Common Property.
- 24.5 A Member or Occupier must ensure that all accessible doors are properly maintained.

## **25 INFECTIOUS DISEASES**

- 25.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Member or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto, to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

## **26 INSURANCE PREMIUM**

- 26.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners

Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

## **27 LANDSCAPING & CONSERVATION RESERVE**

- 27.1 The Owners Corporation will arrange and be responsible to maintain all common garden areas throughout the development.
- 27.2 Members and Occupiers are to note that the on-going management regime for the conservation reserve may at times cause noise, odour or smoke intrusion into the private dwellings.

## **28 LEASE OR LICENSE OF COMMON PROPERTY**

- 28.1 Despite the preceding Rules, the Owners Corporation may grant a lease or licence in respect to the whole or part of the Common Property for any purpose it sees fit subject to the provisions of the Subdivision Act 1988 and Owners Corporation Act 2006 and the regulations made under it (or any Act or regulations amending or replacing the Act or regulations) and the provisions of that lease or license will prevail if there is any inconsistency between these Rules and that lease or license.

## **29 LOTS – CHANGE OF USE OF LOTS**

- 29.1 A Member or Occupier of a Lot must give written notification to the Owners Corporation if the Member or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

### **Example**

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

## **30 MANAGEMENT AND ADMINISTRATION**

- 30.1 Metering of services and apportionment of costs of services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Member or Occupier that is more than the amount that the supplier would have charged the Member or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Member or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Member or Occupier from the relevant supplier.
- (c) Rule 30.1(b) does not apply if the concession or rebate:
- (i) must be claimed by the Member or Occupier and the Owners Corporation has given the Member or Occupier an opportunity to claim it and the Member or Occupier has not done so by the payment date set by the relevant supplier; or
  - (ii) is paid directly to the Member or Occupier as a refund.

## **31 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS): APARTMENT BUILDING**

- 31.1 A Member or Occupier of a Lot must not move any article (including furniture and/or goods) likely to cause damage or obstruction through Common Property without first notifying the

- Owners Corporation or its Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present.
- 31.2 A Member or Occupier of a Lot may only move an article (including furniture and/or goods) likely to cause damage or obstruction through Common Property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
- 31.3 Without limiting the generality of the foregoing Rules, a Member or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Owners Corporation.
- 31.4 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without the approval of the Owners Corporation and making prior arrangements with the Manager (minimum of 3 days notice must be given, otherwise use of the lift will be prohibited).
- 31.5 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.
- 31.6 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the building outside the hours permitted by the Owners Corporation; permitted hours are between 7:30am to 12:00noon and 1:00pm to 5:30pm (Monday to Friday). All moves must be completed by 5:30 pm on the day of the move.
- 31.7 A Member or Occupier of a Lot must ensure no damage is sustained to the common property when moving articles, furniture and/or goods through the entry foyer, lift and to their apartment.
- 31.8 Subject to compliance with Rules 31.4 to 31.7, a Member or Occupier of a Lot must ensure that before commencing to move any furniture in or out of a Lot they:
- (a) ensure lift cover have been installed as per prior arrangement with the Owners Corporation;
  - (b) paid the Owners Corporation any fee charged by the Owners Corporation for the use of the lift covers and the attendance of a representative of the Owners Corporation;
  - (c) paid the Owners Corporation such amount as is set by the Owners Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Member or Occupier of a Lot.
- 31.9 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. Cartons and packing crates must be placed in the rubbish room or the location as specifically designated by the Owners Corporation for that purpose.

## **32 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS) - TOWNHOUSES**

- 32.1 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without making prior arrangements with the Manager (minimum of 2 days notice must be given).
- 32.2 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of their premises outside the hours permitted by the Owners Corporation and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation but otherwise between the hours of 9:00am and 6:00pm (Monday to Friday). All

moves must be completed by 6:00pm on the day of the move.

- 32.3 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.
- 32.4 A Member or Occupier of a Lot must not arrange for deliveries of any kind or nature unless the Member or at or on the premises to accept and arrange for the same at each Member's sole cost and liability.
- 32.5 A Member or Occupier of a Lot must not damage, obstruct or interfere with any Common Property when moving items in or out of any Lot.
- 32.6 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. The removalist should be encouraged to take packaging, carton boxes etc away with them or alternatively, the Member or Occupier will need to make own arrangements for disposal of the waste.
- 32.7 A Member must and must ensure that the Occupier of a Member's Lot:
- (a) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture; and
  - (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to Rule 32.7(a) within 7 days of demand by the Owners Corporation.

### **33 NAMING RIGHTS**

- 33.1 The Owners Corporation has authorised and acknowledges the Developer's right to grant naming rights for the buildings comprising the Development to such person and on such terms as the Developer in its sole discretion determines which rights include the right to exclusively place prominent signage (to specifications determined by the Developer) on the Common Property identifying the building with the person or entity to whom such naming rights have been granted.

### **34 NOTIFICATION OF DEFECTS**

- 34.1 A Member or Occupier of a Lot must promptly notify the Owners Corporation on becoming aware of any damage in the Common Property or any personal property vested in the Owners Corporation.

### **35 OWNERS CORPORATION CERTIFICATE**

- 35.1 Application to the Owners Corporation for a Owners Corporation Certificate must be made in writing and accompanied by the appropriate fee per Common Property. On receipt of the application and the appropriate fee, the Owners Corporation must issue a Certificate in the approved form in accordance with the Act and Regulations.
- 35.2 Any Member who sells a Lot must advise the Owners Corporation of the sale, and the name and address of the new owner or their solicitor within one month of settlement.

### **36 PAINTING**

- 36.1 A Member or Occupier of a Lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.

### **37 PENALTY INTEREST**

- 37.1 The Owners Corporation may charge penalty interest at the rate set from time to time under

Section 2 of the Penalty Interest Rates Act 1983 (as amended) on outstanding accounts and any other amount payable to the Owners Corporation pursuant to these Rules. If payment of Owners Corporation fees and charges are not paid within 28 days of the due date as identified on the fee notice, then interest will be charged from the due date until the amount owing and all interest has been paid in full.

### **38 PETS AND ANIMALS**

- 38.1 A Member or Occupier of a Lot must ensure that any animal belonging to them or in his or her control is restrained and on a leash at all times whilst on the Common Property.
- 38.2 A Member or Occupier of a Lot must ensure that any animal belonging to them, or in his or her control does not urinate or defecate on Common Property areas.
- 38.3 A Member or Occupier of a Lot must promptly clean up after an animal owned by or in the possession or control of that Member or Occupier.
- 38.4 A Member or Occupier of a Lot must ensure that any animal debris is immediately cleaned from balconies and in the instance of Townhouses, from courtyards or patios within a Member's Lot.
- 38.5 If a Member or Occupier of a Lot fails to comply with Rules 38.1 to 38.4, the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member or Occupier of the Lot is liable to pay those costs on behalf of the Owners Corporation.
- 38.6 A Member or Occupier of a Lot must take all steps necessary to ensure that any animal belonging to them does not cause a nuisance to other occupants of the development or any neighbouring properties.
- 38.7 A Member or Occupier of a Lot must not leave pets on balconies either overnight or whilst they are not in their residences.
- 38.8 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 Member or Occupier who is keeping the animal.
- 38.9 A Member or Occupier of a Lot must not keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 38.10 A Member or Occupier of a Lot who is keeping an animal that is the subject to a notice under Rule 38.9 must remove that animal.
- 38.11 Rules 38.9 and 38.10 do not apply where an animal that assists the Member or Occupier with an impairment or disability.
- 38.12 A Member or Occupier of a Lot must keep the Lot free of vermin and must immediately inform the Owners Corporation on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

### **39 RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS**

- 39.1 The Member of a Lot shall pay on demand by the Owners Corporation, all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these Rules by the Member or any occupant of the

Member's lot, including but not limited to recovery of Owners Corporation contribution fees.

#### **40 RESTRICTIONS – CONDUCTING TRADE**

- 40.1 The Member or Occupier of a residential Lot must not use a Lot or the Common Property for any trade, profession or business (other than letting the Lot for residential accommodation for periods in excess of three months) nor permit any other person to do so, unless:
- (a) the person conducting the trade, profession or business is a full time resident of the Lot and only operates a home office with a maximum of one (1) employee; and
  - (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Lot.

#### **41 RETAIL / COMMERCIAL LOTS**

- 41.1 Members and Occupiers of a residential Lot are to note that noise and odour issues may emanate from the operation of the retail / commercial Lot.
- 41.2 Members or Occupiers of a retail / commercial Lot, cannot without the prior written consent of the Responsible Authority, operate outside of the hours of 7:00am to 11:00pm.
- 41.3 Without limiting any other Rule, the Proprietor or Occupier (or its invitees, customers, suppliers) of all or any part of the Retail Lots must:
- (a) ensure the trade waste point is maintained in accordance with the industry requirements. Frequency of maintenance is dependent on type of business operations and may vary from monthly, quarterly, half yearly or annually;
  - (b) make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area in accordance with the requirements as stipulated by the Owners Corporation;
  - (c) take all steps reasonably necessary to minimise noise when filling bins (including not filling bins before 8:00am and after 10pm) and ensure contractors collect bins between 8:00am and 9:00am Monday to Saturday and between 9:00am to 10:00am on Sundays;
  - (d) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
  - (e) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
  - (f) store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any carpark forming part of the Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the bin collection area designated by the Owners Corporation;
  - (g) comply with all health, noise and other regulations in carrying on the business from the Lot;
  - (h) refrigerate perishable rubbish;
  - (i) only wash down bins within the relevant Lot or in the bin collection area designated by the Owners Corporation (but not any carpark forming part of the Lot);
  - (j) ensure that any mechanical fluing is appropriately filtered;
  - (k) ensure that all small utility deliveries occur between 7:00 am – 6:00pm Monday to Friday and 8:00am – 4:00pm Saturdays and Sundays, ensuring no excessive or unnecessary noise occurs during these deliveries;
  - (l) ensure that all large deliveries occur 8:00am – 6:00pm Monday to Saturday ensuring no

excessive or unnecessary noise occurs during these deliveries;

- (m) not install electronic gaming machines in the Lot;
  - (n) ensure that all cooking odours that may emanate from the Lot are within reasonable levels and appropriate exhausts and mechanical fluing are installed and utilised as required;
  - (o) ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level consistent with applicable standards or codes is achieved.
- 41.4 Nothing in this Rule 41 prevents or prohibits the Proprietor or Occupier of a Retail Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Proprietor or Occupier of any retail or commercial Lot may require, provided at all times the Proprietor or Occupier of any such retail or commercial Lot:
- (a) Operates Lawfully;
  - (b) Obtains each and every permit, liquor licence or other consent required;
  - (c) Operates within the terms of any such liquor licence, permit or consent.

Members are to note that it is intended that Tenancy 1 will operate a café / restaurant business and that alcohol will be served on the premises.

## **42 SECURITY**

- 42.1 A Member or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Buildings.

## **43 SECURITY KEYS - APARTMENT BUILDING**

- 43.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier. If the Owners Corporation restricts the access of the Members and Occupiers under Rule 10, the Owners Corporation may make the number of Security Keys as it determines, available to Members or Occupiers free of charge.
- 43.2 A Member or Occupier of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation, an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Member or the Owners Corporation.
- 43.3 A Member or Occupier of a Lot in possession of a Security Key must not, without the Owners Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Member or Occupier and it is not to be disposed of otherwise than by returning it to the Member or the Owners Corporation.
- 43.4 A Member or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key as issued to them is lost, stolen or destroyed.
- 43.5 The security of a Lot is the responsibility of the Member or Occupier and the Owners Corporation will not be liable for any breach of the security of the Lot or for any loss of property from the Lot or Common Property.
- 43.6 The costs of replacing any Security Key or any security device which is issued to the Member or Occupier of a Lot, will be at that Member's or Occupier's cost.

## **44 SIGNAGE LICENCE**

- 44.1 Despite anything else in these Rules to the contrary, the Developer, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant to such person and on such terms as the Developer in its sole discretion determines, a licence to erect a sign on Common Property and the Owners Corporation may enter into any document necessary to give effect to this Rule 44.1.
- 44.2 A Member or Occupier of the Lot must not hinder or impede a licensee pursuant to Rule 44.1 from exercising its rights under any agreement entered into under Rule 44.1.
- 44.3 Despite anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property.

## **45 SIGNAGE: APARTMENT BUILDING**

- 45.1 A Member must not and must ensure an Occupier a Member's Lot does not:
- (a) permit any placard, advertisement, sign, board or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position; or
  - (b) erect any "for sale" or "for lease" boards on the interior or exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.
- 45.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:
- (a) is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
  - (b) complies with the requirements of the relevant authorities; and
  - (c) has been approved by the Owners Corporation.

## **46 SIGNAGE: TOWNHOUSES**

- 46.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type, in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent. Any "For Sale" signs shall be in dimensions and a location approved by the Owners Corporation.
- 46.2 Rule 46.1 does not apply to the Vendor, its assignees or legal personal representatives.

## **47 SPECIAL RIGHTS FOR THE VENDOR**

- 47.1 Nothing in these Rules will prevent or hinder the Vendor from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Vendor from selling any Lot and without limitation the Vendor may:
- (a) grant access rights to third parties;
  - (b) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
  - (c) place anywhere on the Common Property signs and other materials relating to sale of Lots;
  - (d) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
  - (e) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots (to the exclusion of other Members);

- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each Lot created out of commercial Lots if subdivided into separate Lots; or
- (h) use in any way it considers necessary any parts of the Lots created out of commercial Lots.

#### **48 STORAGE OF BICYCLES**

48.1 A Member or Occupier of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a Lot (except for any Lots or part of a Lot specifically intended for storage purposes) or the foyer, stairwells, lift, hallways, garden areas, walkways, balconies or other parts of the Common Property except in any area as may be designated for storage of bicycles by the Owners Corporation or its Manager from time to time.

#### **49 STORAGE OF FLAMMABLE LIQUIDS**

49.1 A Member or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on a Lot, or store on Common Property, any flammable chemical, liquid, gas or other flammable material;
- (b) do or permit anything to be done, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

49.2 Rule 49.1 (a) 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.

#### **50 SUPPORT AND PROVISION OF SERVICES: APARTMENT BUILDING**

50.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

50.2 A Member or Occupier of a Lot must not install a safe greater than 20kg in a Lot without submitting to the Owners Corporation a structural engineering report in respect of the proposed installation and receiving written consent of the Owners Corporation that the installation can take place.

50.3 A Member or Occupier of a Lot must acknowledge that any Owners Corporation may share

amongst the Members in that particular Owners Corporation, the costs of supply and maintenance of any gas facility or power facility required for the whole of that Owners Corporation or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

## **51 SUPPORT AND PROVISION OF SERVICES: TOWNHOUSES**

- 51.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:
- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
  - (b) the structural and functional integrity of any part of the Common Property is impaired;
  - (c) the passage or provision of services through the Lot or the Common Property is interfered with.

## **52 VEHICLES ON COMMON PROPERTY & PRIVATE LOTS - APARTMENT BUILDING**

- 52.1 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked in an area other than that allocated for use by the Member or Occupier of a respective Lot.
- 52.2 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked on Common Property so as to obstruct any driveway entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation, and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- 52.3 A Member or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their Lot, and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the carpark or driveway or other part of the common property.
- 52.4 A Member or Occupier of a Lot must not drive or operate any vehicle on any part of the Land as follows:
- (a) in excess of 15kph on all roads throughout the estate;
  - (b) in excess of 10kph on all lane ways throughout the estate.
- 52.5 A Member or Occupier of a Lot is not permitted to use visitors' car spaces on a permanent basis and the Owners Corporation reserves the right in its absolute to impose time limits on the use by visitors of any visitors' car spaces.
- 52.6 A Member or Occupier of a Lot must not wash any vehicle on any part of the Common Property other than an area specified by the Owners Corporation for such use.
- 52.7 A Member or Occupier of a Lot must not interfere with the operation, function or control of any vehicle access gate (if any);

52.8 A Member or Occupier of a Lot must not obstruct or park in a car space designated for disabled visitors' car parking except for a vehicle:

- (a) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' car space;
- (b) in respect of which the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' car space,

and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' car space in contravention of this Rule.

52.9 A Member or Occupier of a Lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with the removal of any vehicle or other item parked on any Common Property in contravention of this Rule 52 where the offending vehicle or item is owned or under the control of the Member or Occupier of a Lot or any of their tenants, licensees or invitees.

52.10 A Member or Occupier of a Lot must not use a designated vehicle space for the storage, either temporary or permanent, of any item or materials, or erect upon such Lots any structure to be used as storage.

### **53 VEHICLES ON COMMON PROPERTY & PRIVATE LOTS: TOWNHOUSES**

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

- (a) use or permit to be used any part of any driveway other than for the purpose of access and egress to a Lot;
- (b) park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to or in any place other than in a parking area designated in writing specified for such purpose by the Owners Corporation;
- (c) drive or operate any vehicle on any part of the Land as follows in excess of 15kph on all roads throughout the estate and in excess of 10kph on all lane ways throughout the estate;
- (d) permit rollerblading, skate boarding, roller skating, or ball games in the driveways or access pathways or any part of the Common Property;
- (e) park, either for short or long term periods, any vehicle in the Common Property or driveway, except in the space or spaces as delineated on title as belonging to each individual Lot;
- (f) interfere with the operation, function or control of any vehicle access gate (if any);
- (g) wash any vehicle on any part of the Common Property other than an area specified by the Owners Corporation for such use;
- (h) park in an area designated for visitor parking (if any) on a permanent basis and the Owners Corporation reserves the right in its absolute to impose time limits on the use by visitors of any visitors' car spaces.
- (i) obstruct or park in a space designated for disabled visitors' parking (if any) except for a vehicle:
  - i. which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' parking space; and

- ii. of which the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' parking space, and
- iii. the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' parking space in contravention of this Rule;
- iv. allow any build up or discharge of oil or any other fluids from any parked motor vehicle, trailer or motor cycle parked either on common property or private lots and ensure that all the parking surfaces are cleaned and any oil, grease and fluids of any kinds are removed immediately upon notice of the same by the Owners Corporation. The Owners Corporation reserves the right upon notice should the Occupant fail to immediately, to remove any build up to clean an area and invoice the Proprietor for the cost of the same.

#### **54 WASTE MANAGEMENT: APARTMENT BUILDING**

- 54.1 You 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.
- 54.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 54.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:
  - (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
  - (b) recyclable items being without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be placed or stored in the area designated by the Owners Corporation;
  - (c) all other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute (where one is provided) situated on the Common Property;
  - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
  - (e) cardboard boxes are not to be disposed of via the garbage chute where one is provided.
- 54.4 A Member must not and must ensure that the Occupier of a Member's Lot does not deposit any items of rubbish including but not limited to, any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature.
- 54.5 Members or Occupiers of retail / commercial Lots must make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area.

#### **55 WASTE MANAGEMENT: TOWNHOUSES**

- 55.1 You 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.
- 55.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.

55.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the disposal of garbage, but otherwise You must not, and must ensure that the Occupier of Your Lot does not:

- (a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
- (b) deposit any items of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Council as a separate collection for items of this nature;
- (c) deposit cans, bottles, cardboard and other recyclable items in the general waste bins or any areas except in the recycle bins or area provided for such;
- (d) through or allow to fall or permit to be thrown or to fall, any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies etc., onto another Member's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Occupier of the Member's Lot.

55.4 A Member must, and must ensure that the Occupiers of a Member's Lot:

- (a) keeps all garbage and refuse within the Member's Lot in tidy secured containers and place the Member's garbage and refuse for collections in conformity with hygiene regulations of the Owners Corporation or the Council as determined from time to time, and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to sure that all garbage of wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and Council collection employees;
- (b) 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.

## **56 WIND / WEATHER**

56.1 A Member or Occupier of a Lot must ensure when departing their Lot, that all doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.

56.2 During periods of high winds, a Member or Occupier of a Lot must ensure that all loose items are removed from balconies, including any light weight furniture, and that doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.

56.3 The Member or Occupier of the Lot are advised that the glazed screens / windows may under certain circumstances of high winds vibrate or generate noise.

## **57 WINDOW TINTING**

57.1 A member or occupier of a Lot, must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change.

## **58 USE OF APPURTENANCES**

58.1 A Member or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they

were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Member/Occupier found to be responsible for the damage or blockage.

## **59 ADDITIONAL RULES**

- 59.1 The Additional Rules form part of these Rules and are binding on all Members, Occupiers and their invitees.

INFORMATION ONLY

**ANNEXURE A**  
**ADDITIONAL OWNERS CORPORATIONS RULES**  
**PS703354U**

**1. ROAD LICENCE**

- 1.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Road Licence**) in perpetuity to the proprietors and occupants (**Road Licensee**) of the land comprised contained in parent title volume 11331 folio 992, of that part of the Common Property marked pink on the attached plan marked A for use as a road way by pedestrian, motor vehicle and bicycle traffic.
- 1.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Road Licence in its capacity as licensor.
- 1.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Road Licensee from exercising their rights under the Road Licence during the term of the Road Licence.

**2. PARK FACILITIES LICENCE**

- 2.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Park Facilities Licence**) in perpetuity to the proprietors and occupants (**Park Facilities Licensees**) of the land contained in parent title volume 11331 folio 992, of that part of the Common Property marked red (**Park Licensed Area**) on the attached plan marked B for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 2.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Park Facilities Licence in its capacity as licensor.
- 2.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Park Facilities Licensee from exercising their rights under the Park Facilities Licence during the term of the Park Facilities Licence.

**3. LICENSEE**

- 3.1 The Members and Occupiers acknowledge and agree that, pursuant to each of the Road Licence and the Park Facilities Licence, they are entitled to have access to and use of:
- (a) the areas marked in blue (**Road Licensee Area**) on the plan marked A attached to these Additional Owners Corporation Rules for use as a road way by pedestrian, motor vehicle and bicycle traffic; and
  - (b) the areas marked in green (**Park Licensee Area**) on the plan marked B attached to these Additional Owners Corporation Rules for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 3.2 The Members and Occupiers:
- (a) must comply, and must procure that their respective invitees comply, with the terms of the Road Licence and the Park Facilities Licence in their capacity as licensees of the Road Licensee Area and Park Licensee Area; and
  - (b) indemnify and must keep indemnified the Owners Corporation from any loss or damage resulting from a breach by the Member or Occupier, or any of their respective invitees, of any obligation in their capacity as licensee of the Road Licensee Area and Park Licensee Area under the Road Licence under the Road Licence or the Park Facilities Licence.

**4. BREACH OF ADDITIONAL OWNERS CORPORATION RULES**

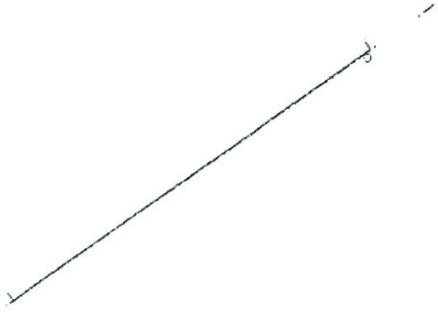
A breach by a Member or Occupier or any of their invitees of the terms of the Road Licence or the Park Facilities Licence constitutes a breach of that Member or Occupier of Additional Owners Corporation Rules 1, 2 or 3 and the Owners Corporation shall be entitled to rely on its rights against any Member or Occupier under the Rules or the *Owners Corporations Act 2006* (Vic) in respect of such breach.

**5. DEED**

- 5.1 Pursuant to the Road Licence and the Park Facilities Licence, the Owners Corporation must not amend or revoke these Additional Owners Corporation Rules, including this Additional Owners Corporation Rule 5, without the consent of the Developer.
- 5.2 Members must not vote in favour of any resolution authorising the revocation or amendment of these Additional Special Rules unless the Developer has first consented in writing to such revocation or amendment.

INFORMATION ONLY

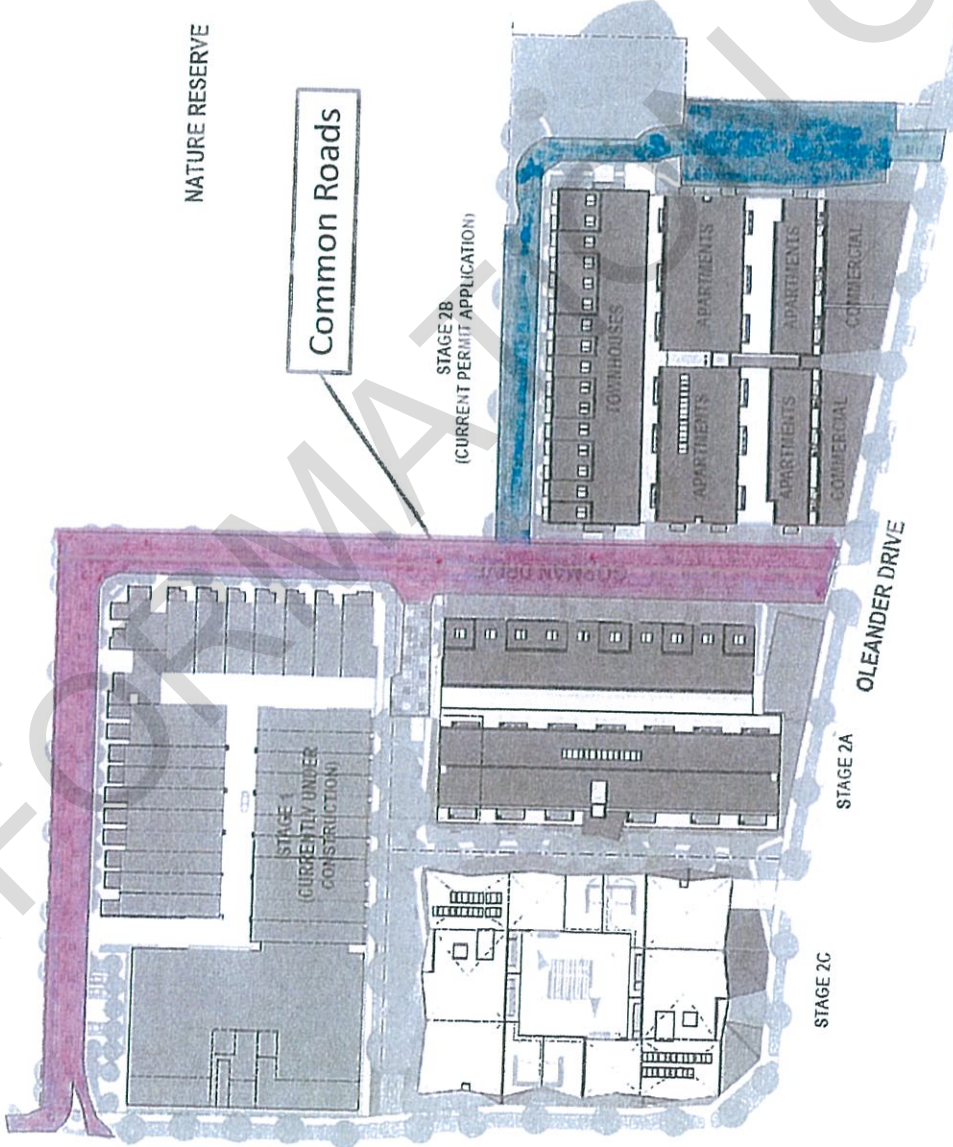
A



NATURE RESERVE

Common Roads

STAGE 2B  
(CURRENT PERMIT APPLICATION)



OLEANDER DRIVE

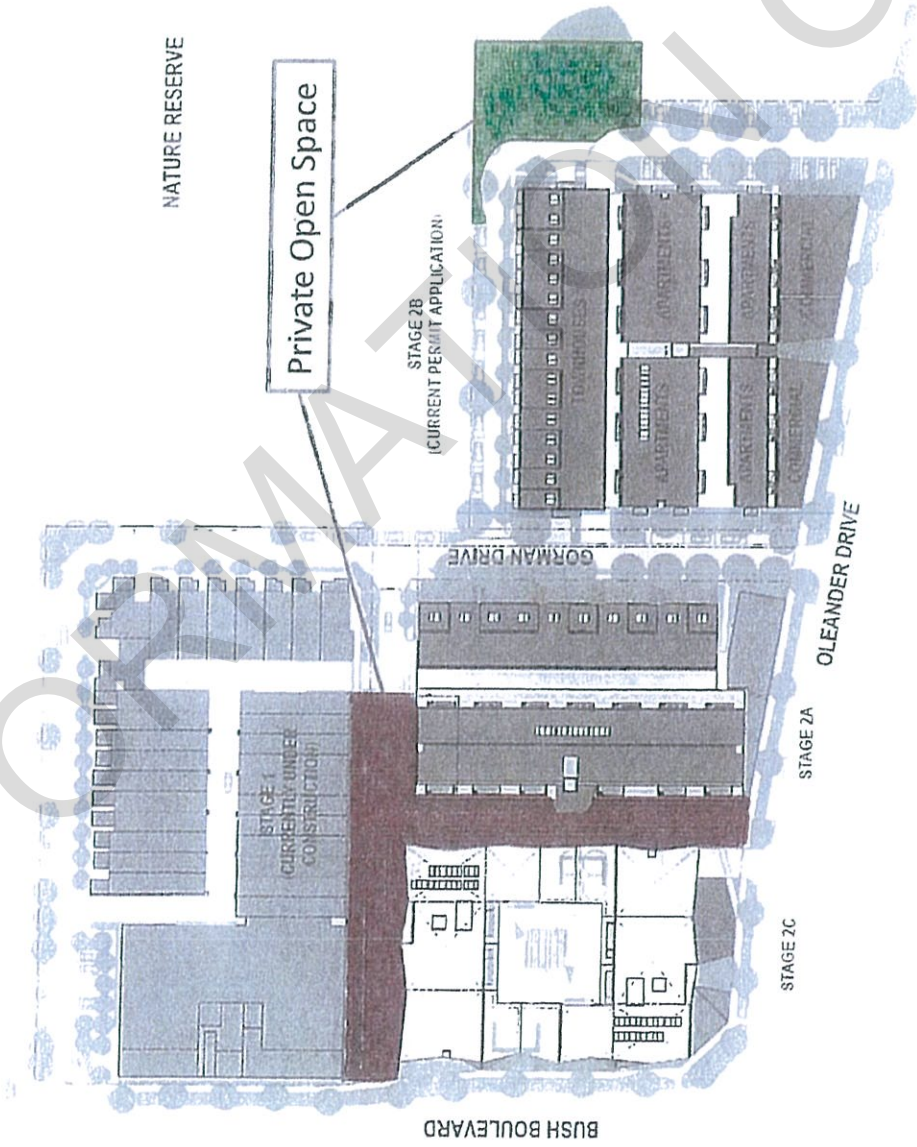
STAGE 2A

STAGE 2C

BUSH BOULEVARD

INFORMATION ONLY

INFORMATION ONLY



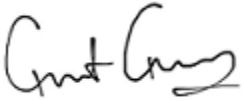
## Certificate of Currency

<b>Insured:</b>	Owners Corporation Plan No. PS 703354U
<b>Policy Number:</b>	02GS037723
<b>Policy Period:</b>	From: 4PM on 26/11/2023 To: 4PM on 26/11/2024
<b>Particulars Of Insurance:</b>	Residential Strata Insurance as outlined in Chubb Owners Corporation Elite Package Chubb16-275-0521
<b>Location:</b>	30 & 40 Bush Blvd, Mill Park VIC 3082
<b>Sum Insured:</b>	
Building & Common property	\$97,992,671
Temporary Accommodation and Loss of Rent	\$14,553,367
Catastrophe Extension and Owners Improvements	\$14,553,367
First Loss Terrorism	Not Insured
General Liability	\$30,000,000
Crime Insurance	\$250,000
Machinery Breakdown	Not Insured
Management Committee Liability	\$1,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
<b>Chubb Proportion:</b>	100%
<b>Date:</b>	02 December 2023

All the values on this Certificate of Currency are correct as at 02 December 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.


This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

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



Grant Garnsey | **Chubb Insurance Australia Limited**  
Strata Underwriter VIC/TAS

INFORMATION ONLY

A dense, dark green tropical jungle scene with various plants like Monstera and palm leaves against a weathered wooden wall. The text is overlaid in the center.

**MINUTES**  
*of* **ANNUAL**  
**GENERAL**  
**MEETING**

Dear Owner,

**Annual General Meeting Minutes – PS 703354U – Owners Corporation 1, 2, 3 and 4 – Mason Point**

We write on behalf of the above-mentioned Owners Corporation and attach the Minutes of the recent Annual General Meeting held on 13<sup>th</sup> March 2024.

As a quorum was not present at the Meeting, all resolutions made are interim resolutions of the Owners Corporation. Should you disagree with any of the interim resolutions made, you will need to petition the manager in writing, should no more than 25% of owners petition against any of the resolutions, the interim resolutions will become resolutions of the Owners Corporation on the 29<sup>th</sup> day after the meeting, that being 11<sup>th</sup> April 2024.

We take this opportunity to confirm your Owners Corporation Manager details and welcome you to contact them should you require any assistance or have any general questions in relation to your Owners Corporation:

Name: Chii Lee  
Telephone: 03 8638 1822  
Email: [chii.lee@melcorpstrata.com.au](mailto:chii.lee@melcorpstrata.com.au)

We welcome the incoming Committee of Management of whom we look forward to working with to ensure that your Owners Corporation is maintained to a high standard.

Yours sincerely  
**Melcorp Strata**



Chii Lee  
**For and on behalf of PS 703354U**  
T +61 3 8638 1822  
E [info@melcorpstrata.com.au](mailto:info@melcorpstrata.com.au)

Enclsoures: Minutes of Annual General Meeting – PS 703354U

# Minutes of Annual General Meeting

## PS 703354U – Owners Corporation 1, 2, 3 and 4 – Mason Point

Meeting was held on 13 March 2024 at 6:00 pm via MS TEAMS.

### AGENDA

#### 1. Registration of Persons Present at Meeting

##### 1.1 Members Present

Name (Representative)	Lot	OC	Unit	Proxy
Toni Panov	101	1 & 2	105	N
Sue Sandy	110	1 & 2	110	N
Mark Fitzsimmons Proxy to Sue Sandy	306C	1 & 4	306	Y
Jessica Giuseppe	D5	1	-	N
John Gioftsidis (Joined 6:35pm, Voting from 5.4.1.4)	G11	1 & 4	G11	Y
John Gioftsidis (Joined 6:35pm, Voting from 5.4.1.4)	G12	1 & 4	G12	Y
Karina Bransgrove	213E	1 & 3	213	N
Samir Gohil	303C	1 & 4	401	N
Catherine Vella	B7	1	B7	N
Leanne Baldwin (Joined 6:49pm, Voting from 5.4.3.1)	D3	1	-	N
Goran Koydovski & Donna Niblock	307	1 & 2	313	N

##### 1.2 In Attendance

- Chii Lee – Melcorp Strata

#### 2. Registration of Apologies

- Ianthie Kulatilleke – Lot 102E
- Judith Wilson and Peter Stewart – Lot 309

#### 3. Quorum Determination

A quorum was not reached for Owners Corporation 1, 2, 3 or 4, therefore all resolutions made are interim resolutions of the Owners Corporation. The interim resolutions will become resolutions of the Owners Corporation on the 29<sup>th</sup> day after the Meeting should no more than 25% of owners petition against any of the interim resolutions.

#### 4. Appointment of Chairperson and Minute Taker for the Meeting

Members resolved to appoint Sophie Ikonomidis as the Chairperson of the Meeting as well as the Minute Taker for the Meeting.

## **5 BUSINESS WITH NOTICE**

### **5.1 Owners Corporation 1, 2, 3 and 4 Minutes of the Previous Meeting Resolved by Ordinary Resolution**

That the Annual General Meeting Minutes dated 28 February 2023, copies of which are attached to the Notice of Meeting, be accepted as a true and correct record of the Meeting in accordance with Section 71 of the Owners Corporations Act 2006.

### **5.2 Owners Corporation 1, 2, 3 and 4 Insurance Policy**

#### **5.2.1 Insurance Policy Resolved by Ordinary Resolution**

That the Owners Corporation receive and accept the Certificate of Currency from CHU, for the period 26 November 2023 to 26 November 2024 a copy of which is attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

*Note: The Owners Corporation Insurance policy does not cover fittings (including carpets, light fittings and window furnishings), contents and/or public liability for individual lots, it is therefore strongly suggested that each owner seeks their own independent advice on insurance to ensure that they have adequate cover for their personnel assets and effects.*

#### **5.2.2 Owners Corporation 1, 2, 3 and 4 Insurance Excess Resolved by Ordinary Resolution**

That the Owners Corporation may charge the excess payable on any insurance claim against the Owners Corporations' insurance to the party whose property, actions or inactions gave rise to the insurable event as deemed by the Owners Corporation.

### **5.3 Owners Corporation 1, 2, 3 and 4 Consideration of Reports**

#### **5.3.1 Owners Corporation Managers Report Resolved by Ordinary Resolution**

That the Owners Corporation receive and accept the report from the Owners Corporation Manager, a copy of which is attached to the Notice of Meeting, in accordance with Section 126 of the Owners Corporations Act 2006.

#### **5.3.2 Owners Corporation Complaints Resolved by Ordinary Resolution**

In accordance with Section 159 of the Owners Corporation Act 2006, we report to the Annual General Meeting that one complaint was made against the Owners Corporation under Part 10 Division 1, of the Owners Corporation Act 2006.

- 23<sup>rd</sup> January 2024 - Complaint lodged by Lot D3 for Lot D4 of Olsen Walk, for various breaches of the rules. Currently Open.

## **5.4 Financial Management**

### **Financial Statements for the Financial Period 1 January 2023 to 31 December 2023.**

#### **5.4.1.1 Owners Corporation 1**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 1 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 1 January 2023 to 31 December 2023, as attached to the Notice of Meeting, showing overall Members Funds of \$133,781.61, represented as \$18,469.68 in the Administrative Fund and \$115,311.93 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

#### **5.4.1.2 Owners Corporation 2**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 2 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 1 January 2023 to 31 December 2023, as attached to the Notice of Meeting, showing overall Members Funds of \$48,197.23, represented as \$29,277.56 in the Administrative Fund and \$18,919.67 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

#### **5.4.1.3 Owners Corporation 3**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 3 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 1 January 2023 to 31 December 2023, as attached to the Notice of Meeting, showing overall Members Funds of \$101,040.11 represented as \$28,717.08 in the Administrative Fund and \$72,323.03 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

#### **5.4.1.4 Owners Corporation 4**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 4 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 1 January 2023 to 31 December 2023, as attached to the Notice of Meeting, showing overall Members Funds of \$118,574.28, represented as \$91,192.05 in the Administrative Fund and \$27,382.23 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

## **Financial Audit Reports**

### **5.4.2.1 Owners Corporation 1 – Audit Report**

#### **Resolved by Ordinary Resolution**

That Owners Corporation 1 accept the Independent Audit Report from Willis Partners, to be presented and tabled at the AGM, in accordance with Section 71 of the Owners Corporations Act 2006.

### 5.4.3 Administrative Budget and Fees for the Financial Period 1 January 2024 to 31 December 2024

#### 5.4.3.1 Owners Corporation 1

##### Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Administrative Fund Budget of \$390,614.86 including GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 1 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July and October:

Period	Total Funds	Per unit of Lot Liability
January 24 – March 24	\$116,880.10	\$6.69**
April 24 – June 24	\$116,880.10	\$6.69**
July 24 – September 24	\$97,958.07	\$5.61
October 24 – December 24	\$97,958.07	\$5.61
January 25 – March 25	\$107,419.09	\$6.15
April 25 – June 25	\$107,419.09	\$6.15

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

#### 5.4.3.2 Owners Corporation 2

##### Resolved by Ordinary Resolution

That Owners Corporation 2 approve and determine the Administrative Fund Budget of \$84,541.63 including GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 2 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July and October

Period	Total Funds	Per unit of Lot Liability
January 24 – March 24	\$23,328.82	\$6.16**
April 24 – June 24	\$23,328.82	\$6.16**
July 24 – September 24	\$22,169.07	\$6.12
October 24 – December 24	\$22,169.07	\$6.12
January 25 – March 25	\$23,248.95	\$6.14
April 25 – June 25	\$23,248.95	\$6.14

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

### **5.4.3.3 Owners Corporation 3 Resolved by Ordinary Resolution**

That Owners Corporation 3 approve and determine the Administrative Fund Budget of \$95,088.74 including GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 3 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July and October

<b>Period</b>	<b>Total Funds</b>	<b>Per unit of Lot Liability</b>
January 24 – March 24	\$27,485.02	\$7.72**
April 24 – June 24	\$27,485.02	\$7.72**
July 24 – September 24	\$24,813.79	\$7.27
October 24 – December 24	\$24,813.79	\$7.27
January 25 – March 25	\$26,149.40	\$7.66
April 25 – June 25	\$26,149.40	\$7.66

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

### **5.4.3.4 Owners Corporation 4 Resolved by Ordinary Resolution**

That Owners Corporation 4 approve and determine the Administrative Fund Budget of \$72,522.53 inclusive of GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 4 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July and October:

<b>Period</b>	<b>Total Funds</b>	<b>Per unit of Lot Liability</b>
January 24 – March 24	\$24,297.12	\$4.78**
April 24 – June 24	\$24,297.12	\$4.78**
July 24 – September 24	\$15,590.26	\$3.07
October 24 – December 24	\$15,590.26	\$3.07
January 25 – March 25	\$19,943.70	\$3.92
April 25 – June 25	\$19,943.70	\$3.92

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

## 5.5 Maintenance Fund Budget and Fees for the Period 1 January 2024 to 31 December 2024

### 5.5.1 Owners Corporation 1

#### Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Maintenance Fund Budget of \$15,454.55, inclusive of GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation 1 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July, and October:

Period	Total Funds	Per unit of Lot Liability
January 24 – March 24	\$4,250.00	\$0.24**
April 24 – June 24	\$4,250.00	\$0.24*
July 24 – September 24	\$4,250.00	\$0.24
October 24 – December 24	\$4,250.00	\$0.24
January 25 – March 25	\$4,250.00	\$0.24
April 25 – June 25	\$4,250.00	\$0.24

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

### 5.5.2 Owners Corporation 2

#### Resolved by Ordinary Resolution

That Owners Corporation 2 approve and determine the Maintenance Fund Budget of \$15,000.00, inclusive of GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation 2 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July and October:

Period	Total Funds	Per unit of Lot Liability
January 24 – March 24	\$4,125.00	\$1.08**
April 24 – June 24	\$4,125.00	\$1.08**
July 24 – September 24	\$4,124.97	\$1.08
October 24 – December 24	\$4,124.97	\$1.08
January 25 – March 25	\$4,125.00	\$1.08
April 25 – June 25	\$4,125.00	\$1.08

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

### 5.5.2.2 Owners Corporation 3

#### Resolved by Ordinary Resolution

That Owners Corporation 3 approve and determine the Maintenance Fund Budget of \$34,200.00, inclusive of GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation 3 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July and October:

Period	Total Funds	Per unit of Lot Liability
January 24 – March 24	\$9,404.84	\$2.75**
April 24 – June 24	\$9,404.84	\$2.75**
July 24 – September 24	\$9,405.16	\$2.75
October 24 – December 24	\$9,405.16	\$2.75
January 25 – March 25	\$9,405.16	\$2.75
April 25 – June 25	\$9,405.16	\$2.75

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

### 5.5.3 Owners Corporation 4

#### Resolved by Ordinary Resolution

That Owners Corporation 4 approve and determine the Maintenance Fund Budget of \$23,500.00 inclusive of GST, for the financial period 1 January 2024 to 31 December 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation 4 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of January, April, July and October:

Period	Total Funds	Per unit of Lot Liability
January 24 – March 24	\$6,462.33	\$1.27**
April 24 – June 24	\$6,462.29	\$1.27**
July 24 – September 24	\$6,462.69	\$1.27
October 24 – December 24	\$6,462.69	\$1.27
January 25 – March 25	\$6,462.69	\$1.27
April 25 – June 25	\$6,462.69	\$1.27

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. \*\*These periods have already been invoiced to all owners*

## **5.6 Interest**

### **5.6.1 Penalty Interest**

#### **5.6.1.1 Owners Corporation 1**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 1 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

#### **5.6.1.2 Owners Corporation 2**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 2 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

#### **5.6.1.3 Owners Corporation 3**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 3 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

#### **5.6.1.4 Owners Corporation 4**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 4 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

### **5.6.2 Authority to Waive Penalty Interest**

#### **5.6.2.1 Owners Corporation 1**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 1 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

#### **5.6.2.2 Owners Corporation 2**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 2 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

### **5.6.2.3 Owners Corporation 3**

#### **Resolved by Ordinary Resolution**

That Owners Corporation 3 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

### **5.6.2.4 Owners Corporation 4**

#### **Resolved by Ordinary Resolution**

That Owners Corporation 4 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

## **5.7 Arrears Management**

### **5.7.1 Levy Arrears**

#### **5.7.1.1 Owners Corporation 1**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 1 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

#### **5.7.1.2 Owners Corporation 2**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 2 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

#### **5.7.1.3 Owners Corporation 3**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 3 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

#### **5.7.1.4 Owners Corporation 4**

##### **Resolved by Ordinary Resolution**

That Owners Corporation 4 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of

Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

## **5.7.2 Recovery of Costs**

### **5.7.2.1 Owners Corporation 1**

#### **Resolved by Ordinary Resolution**

That Owners Corporation 1 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

### **5.7.2.2 Owners Corporation 2**

#### **Resolved by Ordinary Resolution**

That Owners Corporation 2 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

### **5.7.2.3 Owners Corporation 3**

#### **Resolved by Ordinary Resolution**

That Owners Corporation 3 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

### **5.7.2.4 Owners Corporation 4**

#### **Resolved by Ordinary Resolution**

That Owners Corporation 4 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

## **5.8 Committee of Management**

### **5.8.1 Appointment of Committee of Management**

*The Owners Corporation by ordinary resolution resolved to increase the maximum committee members to 10.*

### **5.8.1.1 Owners Corporation 1 Resolved by Ordinary Resolution**

That Owners Corporation 1 appoints and confirms the following Members to the Committee of Management.

- Catherine Vella – Lot B7
- Rebecca Gould – Lot C3
- Sue Sandy – Lot 110
- John Gioftsidis – Lot G12
- Leanne Baldwin – Lot D3
- Goran Koydovski – Lot 307
- Karina Brangrove – Lot 213E
- Akshay Awate – Lot 409C (Nominated)
- Mark Fitzsimmons – Lot 306C (Nominated)
- Ianthie Kulatilleke – Lot 102E (Nominated)

### **5.8.1.2 Owners Corporation 2 Resolved by Ordinary Resolution**

That Owners Corporation 2 appoints and confirms the following Members to the Committee of Management.

- Sue Sandy – Lot 110
- Goran Koydovski – Lot 307

### **5.8.1.3 Owners Corporation 3 Resolved by Ordinary Resolution**

That Owners Corporation 3 appoints and confirms the following Members to the Committee of Management.

- Karina Brangrove – Lot 213E
- Ianthie Kulatilleke – Lot 102E (Nominated)

### **5.8.1.4 Owners Corporation 4 Resolved by Ordinary Resolution**

That Owners Corporation 4 appoints and confirms the following Members to the Committee of Management.

- Akshay Awate – 409C (Nominated)
- Mark Fitzsimmons - 306C (Nominated)
- Graham Love – G11
- John Gioftsidis – G12

## **5.8.2 Delegation of Power**

### **5.8.2.1 Owners Corporation 1 Resolved by Ordinary Resolution**

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 1 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

### **5.8.2.2 Owners Corporation 2**

### **Resolved by Ordinary Resolution**

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 2 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

### **5.8.2.3 Owners Corporation 3**

#### **Resolved by Ordinary Resolution**

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 3 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

### **5.8.2.4 Owners Corporation 4**

#### **Resolved by Ordinary Resolution**

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 4 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

## **6 GENERAL BUSINESS**

### **1. Committee Meeting**

The Owners Corporation discussed that the committee meeting to be scheduled for 1<sup>st</sup> of May 2024, 6:00pm tentatively.

### **2. Tapping Saddle and Water Tracing Works (Clymac)**

The Owners Corporation discussed and resolved to note that Clymac would be re-attending on 22<sup>nd</sup> of March 2024 regarding the tapping saddle and water tracing works. It was advised that there would be water disruption and for Melcorp to issue a notice out to all owners and Zydi (site manager). The Owners Corporation noted that no special levies are anticipated.

### **3. Parking Agreement – City of Whittlesea**

The Owners Corporation discussed and resolved to note the City of Whittlesea Parking Agreement executed 1<sup>st</sup> of March 2024.

Commencement Date: 1<sup>st</sup> of July 2024

Expiry Date: 30<sup>th</sup> of June 2029

### **4. Insurance**

The Owners Corporation discussed and resolved to explore the possibility of paying out the insurance premium in full to eliminate interest of the Premium Funding Agreement

Update for minutes: The Insurance Broker Pace Insurance informed that the interest can't be negated due to the signed agreement and whilst the premium can be paid out in full, it is inclusive of the interest.

## **7 CLOSURE**

With no further business to discuss, the Meeting closed at 7:24pm.



Enquiries: Laurie Federico: (Ph: 9217-2259)

FORM 11

Regulation 180

Building Act 1993
Building Regulations 2018
BUILDING NOTICE

This building notice is served under section 106 of the Building Act 1993.

TO :
The Owner/s:
Owners Corporation No 1 PS 703354U
40 Bush Bvd MILL PARK VIC 3082

COPY TO :
Gino Marinaro
Melcorp Strata Pty Ltd
477 Swanston Street
MELBOURNE VIC 3000

FROM:

I am the Municipal Building Surveyor of Whittlesea City Council.

I am authorised to cause a building notice to be served on you, as Owner/s of the building to which this notice applies, under Division 2 of Part 8 of the Building Act 1993.

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

LOT: CM P/T: PS PLN: 703354U PNT: PARENT
40 Bush Boulevard MILL PARK 3082
Municipal District: Whittlesea

INSPECTION DETAILS:

The date and time of an inspection relied on by myself as the relevant building surveyor for the purpose of serving this notice, and the name and qualifications of the person or persons who conducted the inspection, are:

Time of inspection: 9.00am
Date of inspection: 30/4/2019
Name of person/persons: Laurie Federico
Qualification(s) of person/persons: Building Surveyor - Unlimited
Building practitioner registration no. of person/persons: BS-U 21747
Inspection/Report relied on by the Municipal Building Surveyor:
Inspection Report: ENG\_9012506
Date of inspection/report: 25/1/2019
Name of person/persons: Complex Property Group

Council Offices
25 Ferres Boulevard
South Morang VIC 3752
Locked Bag 1
Bundoora MDC VIC 3083
ABN 72 431 091 058
Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service
Arabic 9679 9871
Croatian 9679 9872
Cantonese 9679 9857
Greek 9679 9873
Italiano 9679 9874
Turkish 9679 9877
Macedonian 9679 9875
Vietnamese 9679 9878
普通话 9679 9876
Other 9679 9879

Inspection Report: VBA Audit report – RS-390  
Name of person/persons: Ryan Radke (VBA Authorised Primary Inspector)  
Peter Collina (VBA Building Surveyor-Unlimited)

**REASON(S) WHY THIS NOTICE WAS SERVED:**

In accordance with section 106 of the **Building Act 1993**, I am of the opinion that the following circumstance exist(s):

**Danger to life, safety or health from building/land.**

The building/land is a danger to the life, safety or health of any member of the public or of any person using the building/land or to any property, as a result of the presence of :

- Combustible expanded polystyrene (EPS) cladding identified on the building by the Complex Property Group report – ENG\_9012506, dated 25/1/2019, and;
- Combustible aluminium composite panel (ACP) cladding identified by Victorian Building Authority (VBA) primary inspector/qualified building surveyor as part of the Victorian Statewide Cladding Audit.

**SHOW CAUSE PROCESS:**

Under section 108 of the **Building Act 1993**, you are required to show cause within **60 days** of the date of service of this notice—

1. Why you should not be required to carry out the following required by the Building Regulations 2018 identified in this notice in relation to the presence of combustible expanded polystyrene (EPS) and aluminium composite panel (ACP) cladding identified on the building.
  - 1.1 Remove all combustible expanded polystyrene (EPS) and aluminum composite panel (ACP), and replace with a tested and approved non-combustible cladding.

**NOTE:** A building permit is to be obtained from a registered Building Surveyor prior to undertaking any removal, replacement or alterations to the EPS/ACP cladding.

**Specified period for making representations:**

The specified period you are required for making 'Show Cause' representation/s to the above is within **60 days** of the date of service of this notice.

**Specified manner for making representations:**

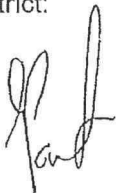
The manner for making representations in response to the matters contained in this notice is via the submission of documentation/reports (in accordance with the Building Regulations) for review and to the acceptance of the Municipal Building Surveyor.

**BUILDING NOTICE SERVED BY:**

**Municipal Building Surveyor**

Name: LEO PARENTE  
Address: 25 FERRES BOULEVARD, STH MORANG 3752  
Email: buildplan@whittlesea.vic.gov.au  
Building Practitioner Registration No.: BS-U 19064  
Municipal district: CITY OF WHITTLESEA

Signature:



Building Notice No.: 2019/

Date of making: 22/05/2019

**NOTES:**

**1. Representations By Owner And Cancellation Of Notice**

Under Section 109 of the Act an owner may make representations to the Municipal Building Surveyor about the matters contained in the Building Notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period. The Municipal Building Surveyor may cancel a Building Notice under section 110 of the Act if he/she considers it appropriate to do so after considering any representations made under Section 109.

**2. Building Order**

Subject to section 107 of the Act, the Municipal Building Surveyor may make a Building Order under Section 111 after the end of the time allowed for making representations.

**3. Appeals To The Building Appeals Board**

Under Section 142(1) the owner of a building or land may appeal to the Building Appeals Board against a decision to serve a Notice and a failure within a reasonable time, or refusal, to cancel a Notice. In accordance with Section 146 of the Act and Regulation 271 of the Regulations the prescribed appeal period is 30 days from the date of this Notice.

# BUILDING INSPECTION REPORT FOR PRESENTATION IN LEGAL PROCEEDINGS



Building &  
Engineering  
Consultants

BSS Group Pty Ltd  
ABN 81 006 027 738

59 Fletcher Street  
(PO Box 468)  
Essendon Vic. 3040

T: (03) 9377 3000  
E: [info@bssgroup.com.au](mailto:info@bssgroup.com.au)  
W: [bssgroup.com.au](http://bssgroup.com.au)

MANAGING DIRECTOR

**Sunny Blumson**  
*DipBuild, MProjM, MASBC*  
Senior Building Consultant

FOUNDING DIRECTOR

**Alasdair Macleod**  
*DipArch(RMIT), BBldg(Melb),  
MSc(H-W,Edin), FAIB, MASBC,  
MCIQB, MFFS(Vic), FRAIA*  
Senior Architect  
& Building Consultant

ASSOCIATES

**Ian Johnson**  
*BBldg(Hons), GDipArts, MAIB,  
MBDPS, MASBC*  
Senior Building Consultant  
& Chartered Builder

**Ryan Grieve**  
*MASBC*  
QA Manager &  
Senior Building Consultant

**Anthea Maynard**  
*DipBuildDes, MASBC, MBDAV*  
Dilapidation Manager &  
Senior Building Consultant

**Hugh O'Brien**  
*BEng, BBus*  
Engineering Manager &  
Senior Building Consultant



ADDRESS OF PROPERTY:

1-20 Gorman Drive  
and 1-11 Olsen Walk  
Mill Park  
Vic. 3082

DATE OF REPORT:

14<sup>th</sup> August 2023



**BSS JOB NO:** 221-0530

**ON:** Construction defects in townhouse development

**PARTY FOR WHICH REPORT  
HAS BEEN PREPARED:**

PS703354U OC1  
C/- Melcorp Strata  
17/501 Swanston Street  
Melbourne  
Vic 3000

**REPORT COMMISSIONED  
BY:**

Robertson Legal & Conveyancing Lawyers Pty Ltd  
60 Broadgully Road  
Diamond Creek  
Vic. 3089

**NAME OF PERSON  
INSTRUCTIONS RECEIVED  
FROM:**

Wendy Wan  
Lawyer  
Robertson Legal & Conveyancing Lawyers Pty Ltd

**DATE OF INSPECTIONS  
AND WEATHER CONDUITONS:**

13 <sup>th</sup> December 2021	Fine & sunny
17 <sup>th</sup> April 2023	Overcast but fine
8 <sup>th</sup> August 2023	Fine

**ASSUMED DIRECTIONS:**

Entry door of 1 Gorman Drive faces north-west

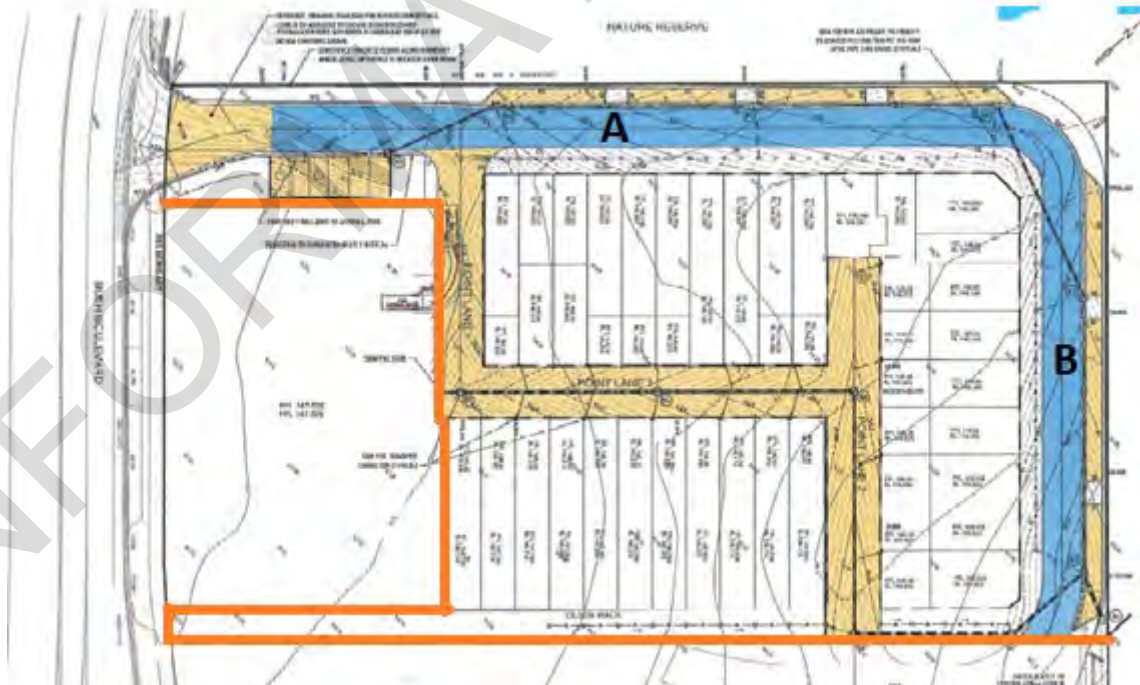
# TABLE OF CONTENTS

Background .....	4
Client Brief.....	5
The Report.....	6
Cost Calculations .....	6
Access.....	6
Photographs.....	6
Documents Considered in Preparation of Report .....	7
Regulatory Reference Adopted.....	7
Curriculum Vitae .....	7
Summary .....	7
Conditions .....	7
Caveats.....	8
Declaration for VCAT/Court .....	8
Referenced Publications.....	19
<b>SCHEDULE ONE: OBSERVATIONS .....</b>	<b>10</b>
<b>SCHEDULE TWO: INFORMATION .....</b>	<b>12</b>
<b>SCHEDULE THREE: DISCUSSION AND REMEDIATION .....</b>	<b>19</b>
<b>SCHEDULE FOUR: PRELIMINARY COST ESTIMATES .....</b>	<b>24</b>
APPENDIX A: BUILDING INSPECTION REPORT CONDITIONS .....	25
APPENDIX B: CURRICULUM VITAE OF WRITER .....	26
APPENDIX C1: PHOTOGRAPHS FROM INSPECTIONS.....	27
APPENDIX C2: PHOTOGRAPHS FROM WATER LEAKAGE EVENT 15 <sup>TH</sup> APRIL 2023 .....	28
APPENDIX C3: PHOTOGRAPHS FROM INVESTIGATION 26 <sup>TH</sup> APRIL 2023.....	29
APPENDIX D: DOCUMENTS .....	30
APPENDIX E: PRELIMINARY COST ESTIMATES .....	33
APPENDIX F: CARDNO REPORT.....	33
APPENDIX G: IRWIN REPORT.....	34
APPENDIX H: LANDSCAPE MASTERPLAN.....	35
APPENDIX I: CIVIL ENGINEERING DRAWINGS .....	36
APPENDIX J: LETTER OF INSTRUCTION .....	37
APPENDIX K: REPORT REQUIREMENTS.....	38

## Background

I note the following relevant information:

- a) Mason Point is a mixed use development located in Melbourne's north, in the heart of the Plent Valley Activity Centre, as identified in the Whittlesea Planning Scheme, and is located on the corner of Plenty Road and Bush Boulevard.
- b) The common property that is the subject of this report is part of that managed by Owners Corporation 1 in Plan of Subdivision PS703354U (OC1).
- c) The Land affected by OC1 comprises 191 lots including 46 townhouses, 133 apartments, 12 retail premises and Common Property 1-4. In particular, the owners of 20 townhouses known as 1-20 Gorman Drive, Mill Park, Victoria (Lots B1-B10, C3-C9, C1A, C2A & C2B) and 11 townhouses known as 1-11 Olsen Walk, Mill Park, Victoria (Lots D1-D11), are only affected by OC1 and comprise the Stage 1 building works completed in circa October 2013 to early 2014 (Stage 1).
- d) The Plan of Subdivision states that buildings define boundaries where they are shown as thick continuous lines. Where such boundaries are marked by 'E', the exterior face of the wall defines the boundary. The perimeters of the 1-20 Gorman Drive and 1-11 Olsen Walk townhouses are marked in that manner. Therefore, the Stage 1 allotment affected by OC1 is Common Property No. 1, which incorporates Gorman Drive.
- e) For the purposes of this report, Stage 1 of the development is delineated by the red line imposed on the 2012 Civil Layout Plan included below. The blue shaded roadway is the asphalted area of Gorman Drive.



- f) In circa mid-2016, longitudinal cracks appeared in the asphalt wearing layer of Gorman Drive, along the south-west leg of the roadway. The cracking was generally on the north-east side, adjacent to the nature strip. This damage was apparently repaired between April to October 2016.

- 30 g) In May 2018, Melcorp Strata engaged Roscon (Building Consultants) to investigate and report on identifiable building defects in the general OC1 property. A Building Defects Report dated 21<sup>st</sup> May 2018 resulted, which included, among other matters, comments on movement in concrete paths and the cracking of the asphalt surface to areas along Gorman Drive (*Roscon Report*)
- 35 h) The cracking in the asphalt roadway surface continued and in late December 2018, Cardno were engaged by the OC Manager, Melcorp Strata, to carry out a geotechnical investigation of the cracked pavement along Gorman Drive. Cardo produced a report headed *Geotechnical Investigation for Cracked Pavement*, dated April 2019 (*Cardno Report*), a copy of which is included at Appendix F.
- i) On 30<sup>th</sup> March 2020, under instructions from the OC Manager, Able Plumbing carried out a comprehensive CCTV inspection of the stormwater drains and produced a *Plumbing Report – 1 Gorman Drive, Mill Park Vic 3082. (Able Report)*.
- 40 j) Subsequently, Irwin Structures - Forensic Engineers (*Irwin*), were engaged to investigate the deterioration of the road pavement of Gorman Drive, between Bush Boulevard and Albany Road. Their inspection on 1<sup>st</sup> May 2020 resulted in the provision of a *Structural Engineering Report* dated 6<sup>th</sup> May 2020 (*Irwin Report*) [Refer Appendix G].
- 45 k) In August 2021, following contact by Melcorp Strata, and discussions being held with Wendy Wan of Robertson Legal & Conveyancing Lawyers Pty Ltd (*Robertson Legal*), a proposal was submitted by BSS Group for the review of all existing documentation in relation to the development, leading to an investigation of building defects in the properties constituting Stages 1 to 4 of the Mason Point Development, and the provision of reports in that context. The proposed scheme was accepted, and inspections were
- 50 carried out at various times in 2021, 2022 and 2023.
- l) Letters of instruction regarding the preparation of required VCAT/Court compliant reports were received from Robertson Legal in May and July 2023.
- 55 m) On 15<sup>th</sup> April 2023, flooding occurred along the roadway due to a water leak under the footpath outside 10 Gorman Drive. Investigations at that site revealed that a connection between the water pipe servicing the townhouse and the main supply line had failed. Further excavation outside 7 Gorman Drive confirmed that incorrect fasteners had been used in the defective pipe connection

#### Client Brief

60 I am informed that OC1 considers that defects affecting the Common Property include:

- i. Subsidence and cracking of the Gorman Drive roadway.
- ii. Potential issues with the Ornamental Pear trees planted in the nature strip.
- iii. The burst water pipe in front of the dwelling at 10 Gorman Drive on 15<sup>th</sup> April 2023.

65 I am instructed to identify any building defects in relation to OC1 common property and to provide a report that:

- A. Provides recommendation for rectification of the faults.

B. Includes cost estimates for the remediation required.

These directions are contained in a letter from Robertson Legal dated 27<sup>th</sup> July 2023, a copy of which is contained in Appendix J.

70 I am advised that this report may be required to be used in evidence at a Tribunal, or Court. Consequently, I make the relevant declaration at my report signature.

### **The Report**

The relevant areas of the property were inspected on the nominated dates.

75 In the following report I provide the results from the inspection of the common property associated with Stage 1 of the development and consideration of the problems concerning OC1.

80 In this document, various items include reference to instructions provided to the writer by members of OC1 and their legal representatives. While it has not been possible to confirm all the facts behind such instructions, these have been taken at face value and the report has been prepared accordingly; nothing observed shows these not to be the case. In the course of any Hearing resulting from this matter, evidence as to fact will be presented which will generally address the content of such instructions.

85 I have prepared a listing of my observations and references used. I have stated any assumptions made and provided the basis of my opinion in relation to this matter and these comments are attached as follows:

SCHEDULE ONE: OBSERVATIONS

SCHEDULE TWO: INFORMATION

SCHEDULE THREE: DISCUSSION AND REMEDIATION

SCHEDULE FOUR: PRELIMINARY COST ESTIMATES

### **90 Cost Calculations**

I have been engaged to provide cost estimates for rectification works. Refer to Schedule Four for the basis of the preliminary cost estimates.

### **Access**

I obtained access to all of the areas necessary to enable preparation of this report.

### **Photographs**

95 A series of photographs were taken during the inspections. These are referred to in the report and are enumerated in Appendix C1. Additional photographs, taken by investigating plumbers, are contained in Appendix C2 and Appendix C3.

### Documents Considered in Preparation of Report

100 Client related documents which have been considered in the preparation of this report are listed in Appendix D.

### Regulatory Reference Adopted

National Construction Code (NCC) Series 2013.

### Curriculum Vitae

105 My area of expertise and qualifications to provide this report are included in my Curriculum Vitae that is appended at Appendix B.

### Summary

110 The cracking of the asphalt surface to the Stage 1 extent of Gorman Drive is due to a combination of the presence of trees and of underground services immediately at the edge of the pavement. Two options for remediation are included:

Option 1	Trees to remain	\$ 263,335 (including GST).
Option 2	Trees to be removed	\$ 194,002 (including GST).

Both of those alternatives provide for the ultimate replacement of the asphalt wearing course to the roadway.

115 The water leakage that has occurred outside 10 Gorman Drive is considered to be due to the use of incorrect bolts that secure the tapping saddles to the water main, which is essentially defective workmanship. It is highly likely that problem will exist with all of the 1 to 20 Gorman Drive townhouses.

Subsidence of the concrete footpath has occurred due to two possible factors:

- 120
- a) Inadequate preparation of the sub-grade on which the concrete paving has been constructed.
  - b) Sub-standard backfilling and compaction of excavated trenches for the numerous services installed in the nature strip.

125 Rectification will involve the replacement of the concrete footpath, during which the faults with water pipe connections can be attended to.

The preliminary estimated cost for the necessary work is \$ 99,687 (including GST).

### Conditions

The general scope and conditions of the report are contained in Appendix A.

### **Caveats**

This report is limited to the property that comprised the Stage 1 works of the Mason Point Development. If there are issues that may overlap into other stages, such as the problems with Gorman Drive, they will be dealt with again within the report for the appropriate phase of the project.

135

### **Declaration for VCAT/Court**

In anticipation that this report may be presented to VCAT, or a Court, I advise that I have prepared this document in accordance with the requirements of Practice Note PNVCAT 2, dated 1 October 2014 and Form 44A – Expert Witness Code of Conduct.

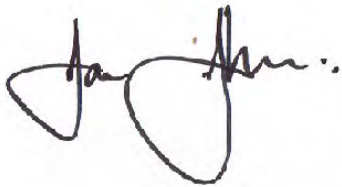
140

I have provided in Appendix K a response to the requirements of those documents and I make the following declaration.

### **Declaration**

*I have made all the inquiries that I believe are desirable and appropriate and that no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal, or Court.*

145



### **Ian Johnson**

*B Bldg (Hons), GDipArts, MAIB, MBDPS, MASBC*  
**Senior Building Consultant & Chartered Builder**  
**Associate**  
RBP CB U5773

150

155

160

165

## Referenced Publications

170

The following publications may be referenced in the report by the acronym shown.

### Guide to Standards and Tolerances:

**GTSAT**

175

For assessment of the quality of building work reference is made at various points in the report to the Guide to Standards and Tolerances (GTSAT) – 2007 – as provided by the Victorian Building Commission. This publication is intended as a guide to the minimum standard for completed work where legislation, building control and/or policy do not provide the necessary directions.

180

### National Construction Code:

**NCC**

### Building Code of Australia

**BCA**

185

SAA HB39-1997 Installation code for metal roofing and wall cladding  
(not referenced by the BCA but recognised as a definitive guide to the installation of metal roofing and roof plumbing)

**SA HB 39**

190

AS 1684.2-2010 Residential timber-framed construction

**AS 1684.2**

AS/NZS 2904-1995 Damp-proof courses and flashings

**AS/NZS 2904**

AS/NZS 3500.3:2003 (Australian/New Zealand Standard)  
Plumbing and drainage Part 3: Stormwater drainage

**AS/NZS 3500.3**

195

AS/NZS 3500.5:2012 (Australian/New Zealand Standard)  
Plumbing and drainage Part 5: Housing installations

**AS/NZS 3500.5**

AS 3660.1-1995 Termite management  
Part 1: New building work

**AS 3660.1**

200

AS 3700-2011 Masonry Structures

**AS 3700**

AS 3958.1-2007 Ceramic tiles Part1: Guide to the installation of tiles

**AS 3958.1**

205

AS 3959-2009 Construction of buildings in bushfire-prone areas

**AS 3959**

AS 4100-1998 Steel structure

**AS 4100**

210

AS 4654.1-2012 Waterproofing membranes for external above-ground use.  
Part 1: Materials

**AS 4654.1**

AS 4654.2-2012 Waterproofing membranes for external above-ground use.  
Part 2: Design and installation

**AS 4654.2**

215

AS 4773.2-2015 Masonry in small buildings  
Part 2: Construction

**AS 4773.2**

---

220

**SCHEDULE ONE:**

**OBSERVATIONS**

---

The following observations were recorded during the inspections.

225

For ease of reference, the Site Plan included on page 4 of this report has the two legs of Gorman Drive marked as follows:

Leg A From intersection with Bush Boulevard north-east to bend in roadway  
(*photo 1.1*).

Leg B From bend in roadway south-east to Olsen Walk (*photo 1.2*).

230

The photographs referred to in this schedule are included in Appendix C1.

**13<sup>th</sup> December 2021**

235

1.1 Ornamental Pear trees line the south-east side of Gorman Drive, in front of the townhouses, for the section of Leg A commencing essentially from the intersection with the north-west end of Olsen Walk (*photos 1.3 to 1.5*).

1.2 The trees continue to line the roadway around the bend at the north corner and continue along Leg B, but stop before Olsen Walk (*photos 1.6 & 1.7*).

1.3 Significant cracking of the asphalted surface of Gorman Drive has occurred along Leg A relatively close to the nature strip (*for example - photos 1.8 to 1.11*), although some movement is also evident on the far side of the roadway (*for example – photo 1.12*).

240

1.4 The cracking in the roadway continues around the bend and along Leg B, generally to the extent of the Ornamental Pear trees (*photos 1.13 to 1.17*).

1.5 The concrete kerb is flush with the surface of the roadway (*for example – photos 1.10 & 1.16*).

245

1.6 The concrete footpath has subsided, causing undulations along its length in some areas. (*for example – photos 1.18 to 1.20*).

**17<sup>th</sup> April 2023**

The following observations were recorded after the water leak on, or about, 15<sup>th</sup> April 2023.

250

1.7 The results of water inundation were evident (*for example – photos 1.21 to 1.24*).

1.8 The location of the leakage in front of 10 Gorman Drive had been excavated (*photos 1.25 & 1.26*) and repairs carried out (*photos 1.27 & 1.28*).

1.9 The cracking in the roadway had increased in extent and size (*for example – photos 1.29 to 1.32*).

255 1.10 Displacement of the asphalt surface across the cracks had increased (*for example – photos 1.33 to 1.36*).

1.11 Crack widths were measured at up to 30mm (*for example – photos 1.37 & 1.38*).

**8<sup>th</sup> August 2023**

The following observations were recorded on 8<sup>th</sup> August 2023.

260 1.12 The extent and size of the cracks in the asphalt pavement appeared similar to what had been observed on 27<sup>th</sup> April 2023 (*for example – photos 1.39 to 1.43*).

1.13 The location of the excavation carried out to investigate the water pipe connection in front of 7 Gorman Drive, was evident (*photos 1.44 & 1.45*).

265 1.14 Differential settlement between the pedestrian footpath running parallel to the roadway, and the individual pathways to the townhouses, had occurred at all properties to some degree (*for example – 1.46 to 1.51*), with a maximum step of approximately 60mm being measured (*photos 1.52 to 1.54*).

270

275

280

2.1 The following information is considered to be relevant to the purpose of this report.

## DRAWINGS

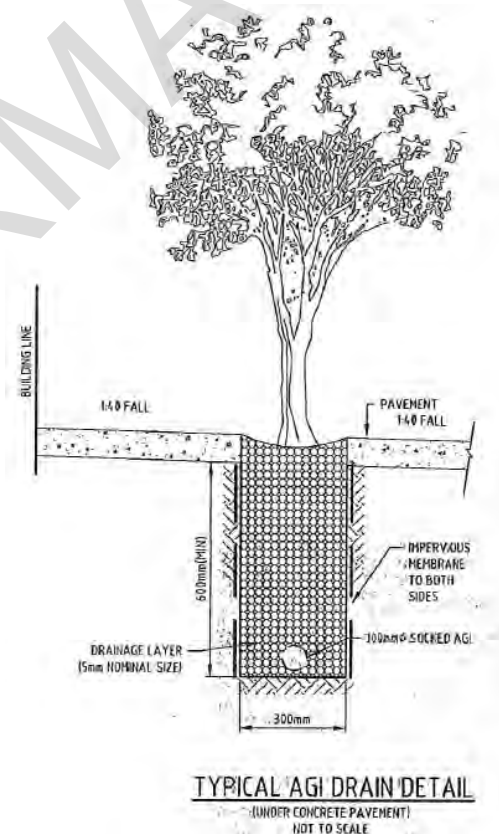
### Landscape Plan

2.2 The Landscape Masterplan, prepared by Tract Consultants, shows the trees to be planted along the townhouse side of Gorman Drive (copy included at Appendix H). The Plant Schedule nominates these to be Pyrus Calleryana Capital trees, commonly known as Ornamental Pear, or Callery Pear. The mature size is shown as 8m x 3m.

### Civil Engineering Drawings

2.3 The Civil Engineering Drawings prepared by FMG Engineering are numbered C001 to C007. A set of these plans marked 'Preliminary Issue', are contained in Appendix I. The 'Issued for Construction' drawings are available, but are of poor quality. There are no differences of significance between the two sets of plans.

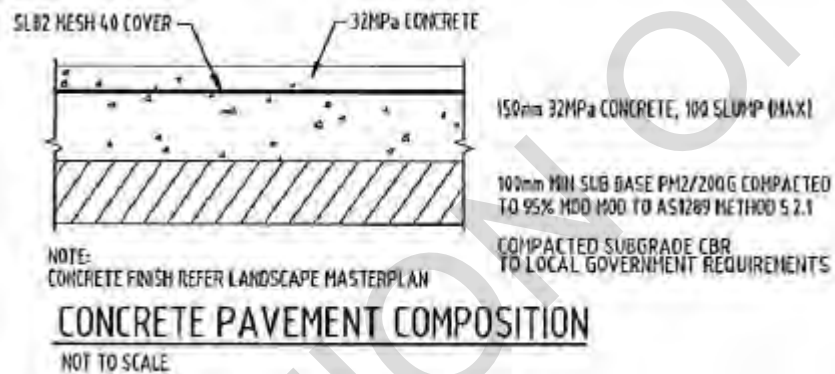
2.4 The Civil Layout Plan C001 (refer p.4 of this report) shows 100 dia. socked agi drains installed in the nature strips in front of the townhouses along Gorman Drive. Drawing No. C006 provides a Typical AGI Drain Detail, as below.



2.5 Drawing No. C006 also displays the Asphalt Pavement Composition as:



and the Concrete Pavement Composition as:



### 310 Hydraulic Services Drawings

2.6 The As Constructed Hydraulic Services Site Plan prepared by S.P.A. Consulting Engineers Pty Ltd, Drawing No. H02 (Revision C1), shows the following services installed underground in the nature strip to connect to the townhouses along Gorman Drive:

- a) 50mm dia. cold water supply pipe.
- b) Gas main extension.

315

### Electrical Services Drawings

2.7 The Construction Issue Electrical Services Site Plan prepared by S.P.A. Consulting Engineers Pty Ltd, Drawing No. E01 (Revision C2), shows ), shows the following to be installed underground in the nature strip to service the townhouses along Gorman Drive:

320

- a) Individual 32mm orange HDPVC conduit and 2C+E submain at 600mm below FGL to each townhouse
- b) P100 rigid communications underground conduit (white).

325

## REPORTS

### Roscon Report

- 2.8 The Roscon Report, prepared in May 2015, posits that, due to the flat concrete kerb installed to the nature strip side of Gorman Drive:

330 *'Surface water from the road would flow onto the nature strip were it would seep into the soil of the nature strip. Based on the dropping of the footpath noted in the previous item it is likely that the water that seeps into the nature strip is causing the subbase of the road to drop, due to water eroding the subbase or softening the subgrade soil.'*

### Cardno Report

335 2.9 The Cardno Report, produced in April 2019, presents as a geotechnical investigation of the full length of Gorman Drive, which it states to be 270 metres, and therefore exceeds the scope of this report. However, the findings are still considered relevant for the purposes of this report. Two of the boreholes drilled for the assessment are toward the Oleander Drive end of Leg B, but the other four are within the scope of this  
340 investigation.

- 2.10 It was observed during a walkover of Gorman Drive that:

- a) There were severe longitudinal cracks up to 10mm wide in the lane adjacent to the townhouses in Leg A, with minor cracks in the opposite lane. There were no significant cracks in the Leg B portion.
- 345 b) Longitudinal cracks were evident within recent reinstated asphalt pavement patching.

- 2.11 The Conclusions section of the Cardno Report can be summarised as follows:

- a) The nature strips adjacent to the Townhouse lane of Gorman Drive have been planted with trees and well-watered grass strips.
- 350 b) The trees were planted as close as half a meter from the kerb and were two to three metres high.
- c) No longitudinal cracks were observed in the section of the Leg B roadway where trees were of a younger age.
- 355 d) Gas pipes, communication cables, electrical conduits and water pipes were also located within the nature strip between footpath and kerb edge.
- e) The entire site is underlaid by highly expansive basaltic clays and basalt bedrock at shallower depths. Typically the moisture condition under the pavement will remain relatively constant due to being covered.
- 360 f) However, the moisture condition outside of the pavement will vary with the seasons, ranging from very dry in the drier months to very wet in the wetter months. This can result in significant differential movement between the edge and middle of the pavement, which manifests in the form of a longitudinal crack along the edge of the pavement (usually between 0.5m to 1.5m from the edge).

- 365 g) The movement can be exacerbated by the presence of trees which tend to pull additional moisture from the soils in the drier months, but do not require much water in the wetter months. This action can also be increased by excessive watering of the trees, especially if the water continues in the wetter months.
- h) Underground services running parallel to the road can form a conduit for water to enter the subgrade of the pavement.
- 370 i) The cracking is the most severe where the trees and underground services are present in the Leg A areas, on the side closest to the nature strip side. Along Leg B where there are no trees and services the cracking is much less severe. Furthermore, where the trees are relatively young, the cracking is yet to occur.
- 375 j) It was concluded that the cause of the severe cracking is a combination of the presence of trees and underground services immediately at the edge of the pavement, possibly exacerbated by excess watering of the trees.

2.12 The Cardno Report indicates that any remediation will depend on the requirement in relation to the trees, as follows:

- 380 a) If the trees are to be retained, a root barrier should be installed to a minimum depth of 2m below the surface, immediately behind the kerb. This would assist in stabilising the moisture conditions under the roadway and reduce the potential for further cracking.
- 385 b) The preferable option is to remove the trees. Once this occurs the topsoil should be stripped and then the upper clays be replaced with a capping, layer designed to reduce the potential from moisture ingress from the surface. The topsoil should then be placed over the capping layer and the area grassed.
- c) In either case the cracks in the pavement should be sealed, with this process being continued as new cracks appear. Once the cracking has stabilised, which could take a year or more, the asphalt wearing course should be replaced.

390 2.13 It is noted that the Cardno Report was produced in 2019 and that considerable growth in the trees has occurred since that time. However, it is considered that the principal findings in the report are still relevant.

#### **Able Report**

395 2.14 The Able Report, produced in relation to a CCTV inspection of the stormwater drains in March 2020, conveys the following information:

- a) There are five pits along the length of Gorman Drive Stage 1.
- b) 100mm PVC drains run under the road connecting the agi drains in the nature strip to the pits.
- 400 c) At the time of the inspection the drains under the road were very dry, suggesting that little water had flowed through the system.
- d) It appeared that the agi drains were not collecting ground water as they were designed to do.

## Irwin Report

405 2.15 The Irwin Report essentially agrees with the Cardno Report with respect to the basic reason for the cracking in the asphalt surface. It is stated:

*'I agree with the mechanism described in the Cardno report and related above at 3.6.4. In short the trees are exacerbating volumetric changes of the pavement sub-grade immediately adjacent the flush kerb. This explains both the horizontal cracking and vertical (out of plane) displacement.'*

410 2.16 The reference to Clause 3.6.4 is to an included extract from the Cardno Report, as follows:

415 *'Typically the moisture condition under the pavement will remain relatively constant as it is protected from moisture ingress by the pavement. However, the moisture condition outside of the pavement will vary with the seasons ranging from very dry in the drier months to very wet in the wetter months. This can result in significant differential movement between the edge and middle of the pavement which manifests in the form of a longitudinal crack along the edge of the pavement (usually between 0.5m and 1.5m from the edge.'*

420 *This movement can be exacerbated by the presence of trees which tend to pull additional moisture from the soils in the drier months but do not require much water in the wetter months. This action can also be exacerbated by excessive watering of the trees, especially if the water continues in the wetter months.'*

2.17 The Summary in the Irwin Report states:

425 *'The road pavement damage is being caused by the trees as described by Cardno. The fundamental issue is that the width of the nature strip, flush kerb, direction of drainage off the road pavement, type and scale of tree are incompatible. Other than simple removal of all trees there is not one effective, expedient method of long term reactivation. A range of alternatives are described in the recommendation section at the back of the report.'*

430

2.18 The recommendations for suitable remedial methods directed toward minimising further cracking in the roadway, include:

- a) The installation of a tree root barrier/cut-off wall at the edge of the nature strip.
- b) Tree canopy or root pruning.
- 435 c) Tree removal and replacement.
- d) Replacement of the asphalt pavement adjacent to the kerb with a concrete strip, possibly 1m wide, to provide a more robust surface.

440

## WATER LEAKAGE EVENT 15 APRIL 2023

2.19 As noted previously, on 15<sup>th</sup> April 2023, flooding occurred along the roadway due to a water leak under the footpath outside 10 Gorman Drive. A maintenance team from SBS Australia (SBS) attended at the site. The following description of what took place is extracted from the invoice raised for the work undertaken. Photos in relation to this event (as supplied by SBS Australia) are included at Appendix C2.

### Saturday 15<sup>th</sup> April 2023

*'Attended the site to investigate the burst water pipe showing at number 10. Dug and expose the pipe to locate the leak. The water supply needed to be shut off. Called another plumber in to help. Continued to dig exposing the pipe to see where it goes under the footpath. Used pumps to get rid of water from the hole. Carried out more tests and found water leak coming further under the footpath. Will need to return the following day with machinery and 3 x plumber crew. Cordoned the area with safety tape. Turned water on a minor bit to allow for toilets to fill etc. Water was still leaking but at a much lower volume. Heavy duty pump. 2 x plumbers were in attendance.'*

### Sunday 16<sup>th</sup> April 2023

*'Returned to the site with 3 x plumbers and heavy machinery to remove concrete and dig down to find the leak. Used machinery to cut a section of the concrete. Shut off the water supply to the building. Manually excavated approximately 1.0 meter in depth to the water main and found the tapping saddle to have corroded at the nuts and bolts causing the fitting to have come loose, which allowed water to leak through. This had to be done carefully to avoid damaging gas main and gas pipes in the same area. Managed emergency opening of plumbing supply and able to get parts required. Fitted tapping saddle to main and run new piping from main to number 10 water meter. Reinstated water supply and bleed line onto the road as best as possible. Bleed line from multiple other taps around premises. Cleaned and tidy site. The site was made safe and taped off via star pickets with caps and warning tape as per photos. The hole has been left open and will provide quotes to complete site works once we get the go ahead.'*

#### *Please note:*

- *Water shutoff affected townhouses and apartment complex at number 40.*
- *2 x Plumbers on site on Saturday and 3 x plumbers were in attendance on Sunday.*
- *Unable to know the direct cause of failure of tapping saddle.*
- *Please note rubbish is still on site. The soil and concrete will need to be removed into a skip bin which we will include in our quote for further works.*
- *There may be some minor issues with apartments/town houses experiencing some dirty water/dirt through the water line. This was unavoidable and may require minor plumbing repairs inside apartments if dirt happens to block any filters/washers/etc.'"*

## INVESTIGATION 26 APRIL 2023

2.20 To further explore the cause of the major leakage on 15<sup>th</sup> April, an investigation at 7 Gorman Drive was undertaken on 26<sup>th</sup> April 2023. SBS attended at the site again. The following description of what took place is extracted from the invoice raised for the work undertaken. Photos pertaining to this investigation (supplied by SBS Australia) are contained in Appendix C3.

485 *'Attended the property with 2 tradesmen to investigate reported water leaks in front of*  
*units 1 and 7. No visible signs of water on the surface of the ground and surface of the*  
*nature strip and garden areas is of a constant feel and moisture across all units.*  
*Probed the nature strip and garden area on unit side making sure the probe was*  
490 *directed towards the water main. Probe was pushed in 1000mm and withdrawn. No*  
*evidence of a water leak evident as probe had some soil stuck to it. There was natural*  
*moisture on the probe however not enough to signify a leak. There was no (suction)*  
*resistance withdrawing the probe and no water followed it through the hole made by*  
*the probe.*

495 *Reattended the property to continue investigations into the integrity of the tapping*  
*saddles as requested. Works to be done by excavating the areas around the water main*  
*outside units 7 and 1, starting at unit 7. Examined the left open area in front of unit 10*  
*where the water main has been excavated for repairs by others. Measured the location*  
*of the water main by taking measurements from the back side of the roadside kerb as*  
500 *property fences are not in line. Marked the concrete path in front of unit 7 and*  
*proceeded to cut the concrete footpath for removal. Removed the concrete and*  
*excavated the area by hand to locate the water main due to the presence of other*  
*services in the area. Located the water supply pipe supplying unit 7 and followed it to*  
*the water main which was 1200mm of line of where it is in front of unit 10. The water*  
505 *main in front of unit 10 is under the concrete footpath whereas the water main in front*  
*of unit 7 is 500mm behind the kerb. These 2 excavate areas are 13 metres apart with the*  
*water main being 1200mm offset.*

510 *After locating the tapping saddle on the water main (Directly under a 150mm pvc pipe)*  
*and cleaning around it carefully we found that the restraining bolts are corroding. The*  
*markings on the heads of the bolts indicate that they may be mild steel not stainless*  
*steel. Other issues with this installation are that the water main and gas main are both*  
*constructed from poly pipe and are not far enough apart. Services crossing each other*  
*have insufficient clearance. Services are laid on top of each other with insufficient*  
515 *clearance. Services are not laid in a straight practical line The tapping saddles are not*  
*wrapped with Denso tape to protect the bolts from corrosion. All of the above are*  
*governed by regulation.*

520 *Issues with uneven ground and cracking in the road have most likely been caused by the*  
*services trenches having been backfilled using the excavated material which with time*  
*has settled and shrunk causing the uneven ground between the footpath and road and*  
*the cracking in the road. Given that the water main run is not consistently straight and*  
*that the bolts at unit 7 were found to be rusted it was decided not to excavate in front of*  
*unit 1 at this stage. Fenced off the excavated area in front of unit 7. 70 mm outside*  
*diameter poly pipe Water main 1200mm offline over 13 metres from unit 10 to unit 7.'*

525

530

---

**SCHEDULE THREE:**

**DISCUSSION AND REMEDIATION**

---

535

**DISCUSSION**

**Degradation of roadway**

540

3.1 The cracking in the asphalt surface of Gorman Drive is significant and widespread. The greater damage is in Leg A of the roadway, as has been illustrated. Where the trees are younger than the general stands, or where there are no trees, as partly along Leg B, the cracks are less in magnitude.

545

3.2 The Cardno Report explains that the entire site is over highly expansive basaltic clays and basalt bedrock at shallow depths. The foundations under the roadway are protected from moisture ingress by the asphalt layer. The conditions outside of the pavement will vary considerably between very dry and very wet, with seasonal changes. The significant differential movement between the inner areas and the edge of the pavement can manifest in longitudinal cracks in the asphalt in the intermediate areas.

550

3.3 As the Cardno Report conveys:

555

*'This movement can be exacerbated by the presence of trees which tend to pull additional moisture from the soils in the drier months but do not require much water in the wetter months. This action can also be exacerbated by excessive watering of the trees, especially if the water continues in the wetter months. Furthermore, underground services running parallel to the road can form a conduit for water to enter the subgrade of the pavement.'*

Both the tree presence and underground services conditions exist in the situation under consideration.

560

3.4 Clause 2.2.5 of the Vic Roads Technical Bulletin 50 *Guide to Surface Inspection Rating for Pavements Surfaced with Sprayed Seals and Asphalt* nominates a possible cause for longitudinal cracks occurring as a series of almost parallel cracks as. *'Volume change of expansive clay subgrade, due to moisture.'* That information supports cracking in the asphalt due to differential movement in the foundation clays.

565

3.5 Clause 5.4 of the Irwin Report states:

*'I agree with the mechanism described in the Cardno report and related above at 3.6.4. In short the trees are exacerbating volumetric changes of the pavement sub-grade immediately adjacent the flush kerb. This explains both the horizontal cracking and vertical (out of plane) displacement.'*

570

3.6 I have consulted with the Engineering Manager at BSS Group, Hugh O'Brien, and Shoukry Marzouk, a Consulting Civil Engineer at BSS, regarding this matter. Further relevant information is that:

a) There aren't any other defects to suggest that the pavement makeup is inadequate or that something went wrong with the construction.

b) The pavement design for this road is more than adequate and is likely barely trafficked.

575

c) Fatigue cracking comes in the form of a grid and is often called crocodile cracking which hasn't occurred in this instance.

3.7 On the basis of the preceding information, I generally accept the Cardno conclusion that:

580

*'...the cause of the severe cracking is a combination of the presence of trees and underground services immediately at the edge of the pavement, possibly exacerbated by excess watering of the trees.'*

I note that the excess watering of the trees is not likely to be a contributing factor, based on comments made by individuals living in the area.

585

### **Water Leakage**

3.8 The water leakage event that occurred at 10 Gorman Drive on 15<sup>th</sup> April 2023 resulted in damage to the surrounding area, considerable inconvenience to the nearby residents and appreciable expense with respect to rectification works. The apartment building at 40 Bush Boulevard was also affected, with damage to the hot water system resulting from the need to shut down the water supply, temporarily.

590

3.9 As explained in Schedule Two, the cause of the water leakage is considered to be due to corroded nuts and bolts holding the tapping saddle in place on the water supply main pipe. When the fasteners failed the fitting became loose, allowing water to leak through.

3.10 A destructive investigation at 7 Gorman Drive found:

595

a) The location of the water main in front of the property is offset 1200mm from that at 10 Gorman Drive, approximately 13 metres away.

b) The restraining bolts on the tapping saddle securing the connection of the townhouse's water supply pipe to the main supply were corroding, as for 10 Gorman Drive.

600

c) Services crossing each other have insufficient clearance.

d) Services are not installed in a straight practical line.

e) Settlement of the ground in the nature strip and under the footpath was considered by the investigating plumber to have been most likely caused by the services trenches having been backfilled using the excavated material, which over time, has settled and shrunk causing the uneven ground.

605

### **Uneven Settlement**

3.11 Item 1.6 in Schedule One described the visible settlement noted in the previous clause. Of particular concern is the misalignment that has occurred between the paved areas in front of the townhouses and the concrete footpath constructed on the inside of the nature strip. The tripping hazard that has resulted is a significant safety concern.

610

3.12 The visible undulations in the alignment of the footpath are indicative of the settlement that has occurred. This would appear to be the result of two possible factors:

c) Inadequate preparation of the sub-grade on which the concrete paving has been constructed.

615

d) Sub-standard backfilling and compaction of excavated trenches for the numerous services installed in the nature strip.

## REMEDIATION

### Roadway

620

#### Option 1: Trees retained

3.13 If the trees are to be retained, the installation of a cut-off barrier installed immediately inside the existing concrete flush kerb, as recommended in both the Cardno Report and the Irwin Report, will assist in establishing stable moisture conditions under the pavement and minimise future cracking.

625

3.14 While the moisture conditions under the roadway equilibrate, the cracks in the asphalt should be sealed to prevent further water ingress. However, as this process occurs, further cracking may occur and additional sealing will be necessary.

630

3.15 As recommended in the Cardno Report, *'Once the cracking has stabilised, which could take a year or more, the asphalt wearing course should be replaced.'*

3.16 It is noted that Clause 1.4.2 of the Vic Roads Technical Bulletin 50, indicates that the life expectancy of Dense Graded Asphalt wearing courses, provided that the roadway has been properly designed and constructed, should be in excess of 20 years. Given the relatively light traffic that Gorman Drive experiences, that would be a reasonable expectation in this case. However, the movement that has occurred, with the consequential cracking, will prevent that possibility from becoming a reality.

635

3.17 The outline rectification scope of works to be followed is:

#### *Stage A*

640

a) Demolish the exposed aggregate concrete crossover to Townhouse 12.

b) Identify location of existing services in nature strip. Construct a cut-off barrier to a minimum depth of 2m against the concrete flush kerb, using hydro excavation, to the extent of the Gorman Drive Stage 1 development.

645

c) Plane the asphalt surface of the roadway to eliminate stepping across cracks where required. Seal existing cracks.

d) Reconstruct the concrete crossover to Townhouse 12.

e) Level the ground in the nature strip. Lay top soil and instant lawn.

f) Clean site.

*Stage B (12 months after Stage A)*

- 650
- g) Remove the asphalt wearing course from the Stage 1 area of Gorman Drive.
  - h) Prepare sub-grade and lay new asphalt wearing course.
  - i) Line mark roadway.
  - j) Make good to work area.

Option 2: Trees removed

655

3.18 If the trees are to be removed, great care will need to be exercised to not damage any services that may be in the nature strip and not under the footpath.

3.19 It is envisaged that the agi drain under the trees, if installed as documented, will need to be removed and reinstalled.

660

3.20 The removal of the trees will change the moisture conditions under the roadway. As for Option 1, while those moisture conditions under the roadway equilibrate, the cracks in the asphalt should be sealed to prevent further water ingress. However, as this process occurs, further cracking may occur and additional sealing will be necessary.

665

3.21 It is expected that, as for Option 1, it could take a year or more for the cracking to stabilise, after which the asphalt wearing course should be replaced.

3.22 The outline rectification scope of works to be followed is:

*Stage A*

670

a) Excavate by hand to expose all services installed in the nature strip at each townhouse.

b) Remove the trees.

c) Replace the existing agi drain and backfill the excavations in the nature strip with suitable material to provide a stable base.

d) Lay top soil and install instant lawn to the nature strip.

675

e) Plane the asphalt to eliminate stepping on the surface, where required. Seal existing cracks.

f) Clean site.

*Stage B (12 months after Stage A)*

680

g) Remove the asphalt wearing course from the Stage 1 area of Gorman Drive.

h) Prepare the sub-grade and lay a new asphalt wearing course.

i) Line mark the roadway.

- j) Make good to the work area.

### Footpath and Nature Strip

- 685 3.23 The discovery of the corroded nuts and bolts holding the tapping saddles in place on the water supply mains servicing both 7 and 10 Gorman Drive is of considerable concern. As suggested by the investigating plumber, the saddles will most likely be the same for all townhouses at 1 to 13 Gorman Drive. That presents the likelihood of further failure in the future.
- 690 3.24 The possibility of poorly compacted backfill in the trenches excavated to install the various services under the nature strip and footpath, has likely contributed to the subsidence that has occurred.
- 3.25 Furthermore, the inadequate clearance between service pipes and cables represents defective installation practices, which has the potential to create further issues.
- 695 3.26 In view of the numerous problems encountered, it is considered necessary to demolish the existing footpath to the extent of the Stage 1 section of Gorman Drive, carry out the necessary rectification works, re-establish the sub-grade at the correct levels and alignment, reconstruct the concrete paving in accordance with the original design and re-establish the nature strip.
- 3.27 The outline rectification scope of works to be followed is:
- 700 a) Demolish the existing concrete footpath to the extent of the Gorman Drive Stage 1 area by machine and hand.
- b) Excavate to expose all property water service line connections to the main supply pipe (except to Townhouses 7 and 10) and replace tapping saddles.
- c) Backfill excavations with crushed rock, or approved alternative.
- d) Reestablish sub-grade for footpath to correct levels and alignment.
- 705 e) Reconstruct concrete footpath.
- f) Make good to nature strip.
- g) Clean work area.
- 710

715

**SCHEDULE FOUR:**

**PRELIMINARY COST ESTIMATES**

4.1 Detailed calculations have been performed to provide preliminary estimates of costs for the rectification work required and they are contained in Appendix E.

720

4.2 The cost estimates are based on the following standard BSS Group approach:

- Works are carried out by a builder.
- Works are competitively tendered.
- Pricing is based on estimated labour, material and plant/equipment requirements, or trade rates (per m<sup>2</sup> for instance), as appropriate.
- 725 ▪ Labour rates of \$ 85 to \$ 95/hr for general trades (e.g. carpenter, bricklayer), \$ 85 to \$ 110/hr for specialist trades (e.g. acrylic repairs, metalworker) and \$ 115/hr for licensed trades (e.g. plumber), are used. These rates cover wages, add-on labour costs, small tools and transport costs.
- A single visit by a trade will usually attract a minimum charge.
- 730 ▪ A mark-up of 20% is added to each item to cover Builder's Margin (general preliminaries, overheads, contingency, risk, profit). This percentage takes into account the loadings applied by building contractors with respect to the risk and difficulty of rectifying works performed by others.
- 735 ▪ Specific Preliminaries (e.g. scaffold, cleaning, etc) may be added to the total in addition, at the discretion of the consultant.
- Contingency allowances can be included where considered necessary.
- GST of 10% is added to the total.

4.3 I estimate the probable cost of rectification works to be:

**Roadway Remediation**

740

Option 1	Trees to remain	\$ 263,335 (including GST).
Option 2	Trees to be removed	\$ 194,002 (including GST).

**Footpath and Nature Strip**

\$ 99,687 (including GST)

745

---

**APPENDIX A: BUILDING INSPECTION REPORT CONDITIONS – VCAT/COURT ONLY**

---

750

**1. Weather Conditions**

The building has been inspected on the date and in the prevailing weather and environmental conditions specified in this report.

755

**2. Client Brief**

The report describes the condition of those elements of the property described in the client brief, and lists faults then visible.

760

**3. Report Exclusions:**

- (a) faults in inaccessible parts of the building,
- (b) faults not apparent on visual inspection,
- (c) faults apparent only in different weather or environmental conditions,
- (d) faults resulting from different uses of the building,
- (e) minor faults (e.g. hairline plaster cracks, jamming doors, windows and catches, etc.).
- (f) faults outside the scope of the client brief.

765

**4. Unless Otherwise Specified:**

- (a) no soil, etc., has been excavated nor has any investigation of sub ground drainage been made,
- (b) no plants or trees have been removed,
- (c) no fixtures, fittings, cladding or lining materials have been removed,
- (d) no items of furniture or chattels have been moved,
- (e) no enquiries of Councils or other Authorities or persons have been made for the purposes of inspecting the building and providing this report.

770

**5. Use of Report**

The report is provided solely for the use of the clients named on the face of this report and VCAT and no responsibility to other persons is accepted.

775

**6. Insect Attack, Asbestos and Soil Contamination**

No special investigation of insect attack (e.g. borer, termite, etc.) asbestos or soil contamination has been made and any reference to these has been based on a casual visual inspection.

780

**7. VCAT Suitability**

A report suitable for presentation to VCAT will be designated on the front page as being 'For presentation in VCAT Civil Claims List' or 'For presentation in VCAT Building List' whichever is appropriate.

785

**8. Provisional opinions**

In the event that an item cannot be fully investigated because of time constraints or a lack of documentation, etc, then such item(s) will be noted as required by VCAT. Such items will require further investigation prior to a Hearing or by others.

785

**9. Report Costings (where provided)**

- (a) New Building Work
  - i) If detailed costings are prepared, these are added as a Costing Attachment.
  - ii) If costings are preliminary, these are a single figure total or range for all works, indicative only (say plus or minus 30%). These costings are NOT suitable for Hearing use.
- (b) Maintenance of Old Buildings  
Not applicable

790

**10. Frame Inspection**

Unless our engagement is a specific inspection at the Frame Stage or the report specifically concerns a building frame, then the frame has NOT been inspected.

795

**11. Report Reproduction**

If this report is reproduced, it must be done in full.

**12. Measurements**

Unless noted measurements up to 8m are taken by a steel pocket tape with an accuracy of  $\pm 2$ mm. No check has been made in relation to title boundaries or easements.

800

**13. Engineering Reports**

Engineer's reports are undertaken by or authorised by a qualified professional engineer. Professional opinion and appraisal of the building will have an emphasis on major concerns such as structural integrity (minor defects not necessarily covered). Engineer's reports do not normally include site testing of drains/plumbing or any laboratory tests. If plumbing leaks, drainage or flooding problems are suspected, the client should engage a plumber and contact their building insurance company if relevant.

805

**14. Appliances, Plant and Equipment**

Unless noted otherwise, we have NOT tested nor checked for appropriateness, capacity, completeness, functioning, correct installation or plumbing/electrical certification of appliances, plant and equipment and associated services (wiring/gas/electricity/water supply). An appropriately qualified engineer or appliance service company should be engaged to check these items.

810

**15. Fee Recovery and Dispute Resolution**

In the event of a dispute arising between BSS and its client regarding fees or other matters, it is agreed that the proper forum for dispute resolution is the Civil Claims List of VCAT.

---

815

**APPENDIX B:**

**CURRICULUM VITAE OF WRITER**

---

820

Refer to the following CV.

825

830

835

840

845

850

855

INFORMATION ONLY



# Ian David Johnson

BBldg(Hons) (Melb),  
GradDipArts  
MAIB, MBDPS, MASBC



## DATE & PLACE OF BIRTH

14th November 1953, Melbourne, Australia

## QUALIFICATIONS

**Bachelor of Building (hons):**  
University of Melbourne, 1984  
**Graduate Diploma in Arts**  
Eastern College, 2018

## PRESENT POSITION

1993 – PRESENT

**Associate**  
BSS Group Pty Ltd

## PREVIOUS POSITIONS

1993 –2010

**Principal**  
Buildco – Builders & Consultants

2000 – 2010

**Director**  
Moonah Developments Pty Ltd

1988 – 1993

**Director**  
Artform Builders Pty Ltd

1987

**Building Consultant**  
Self employed

1986 – 1987

**Building Manager**  
Marklew Constructions Pty Ltd

1983 – 1986

**Assistant Manager**  
Marklew Constructions Pty Ltd

1981 – 1983

**Construction Manager**  
Marklew Constructions Pty Ltd

## PROFESSIONAL, OTHER MEMBERSHIPS

Australian Institute of Building (Member No. 3876)  
Australian Society of Building Consultants (Member)  
Building Dispute Practitioner's Society (Member)  
Housing Industry Association (Member)

## AWARDS

**Australian Institute of Building (Victoria):**  
**Chapter Medal**  
Best Final Year Student at the University of Melbourne  
1983

## EXPERTISE

- Building contracts
- Building disputes
- Cost estimating
- Expert Witness reports
- Forensic building investigations
- General building reports
- Giving evidence in VCAT, Magistrates, County and Supreme courts
- Project management
- Waterproofing problems

## BSS CLIENTS IN PAST YEARS

### SOLICITORS

Bayberry & Weir Legal  
Bazy Legal  
Camerons Lawyers  
David Naidoo & Associates  
Davies Maloney  
DSA Law  
Graham Legal  
Guymer Lawyers  
Harwood Andrews Lawyers  
Johnston Construction Lawyers  
KCL Law  
Lander & Rogers  
LMS  
Lovegrove and Cotton  
Madgwicks  
McKean & Park  
McMahon Fearnley  
MDM Lawyers  
Mills Oakley  
Minter Ellison  
Moray & Agnew Lawyers  
Neil McPhee & Associates

Nevett Ford  
Oldham Construction Lawyers  
Perry Thomas Lawyers  
Pinsent Masons  
Rigby Cooke  
Rotstein Commercial Lawyers  
Russell Kennedy  
Sharrock Pitman Lawyers  
Sievers Lee  
Slater & Gordon  
Spectrum Lawyers  
Spencer Reyner Law Office  
Tartaglia Lawyers  
Tasiopoulos Lambros & Co  
Telford Story & Associates  
Tisher Liner FC  
Varrasso Lawyers  
Wainwright Ryan Eid  
Whitelaw Flynn Lawyers  
Whiting Lawyers  
Williams Winter Solicitors  
Wotton & Kearney

### SOME COMMERCIAL CLIENTS

Altitude Body Corporate & Management  
Anglican Diocese of Melbourne  
Arden Homes  
Binks and Associates  
BMD Constructions  
Cameron Constructions  
Chisel Holdings  
CPB Contractors  
Decmil  
Defence Housing Authority  
DGO Architeicts  
Edgepoint Homes  
Fortunato Group  
Fulton Hogan  
Gross Waddell  
Hamilton Marino  
Harris HMC  
Hickory Group  
Jardon Group  
Kane Constructions  
Laing O'Rourke Australia  
Latitude 37  
Lendlease  
Major Roads Projects Victoria  
McConnell Dowell

Melbourne Body Corporate Management (MBCM)  
Melbourne City Mission  
Melbourne Owners Corporation Services (MOCS)  
Melbourne Water  
Metro Rail  
Montego Homes  
Nostra Property Group  
Porter Davis Homes  
Rail System Alliance  
Raine and Horne  
RSL Victoria  
Ryman Health Care  
Samsson Projects  
Select Owners' Corp  
Senior Master's Office (Supreme Court)  
Seymour Whyte  
Shiavello Group  
Southern Program Alliance – Level Crossing removal  
Supa Group  
Symal Infastructure  
The Uniting Church in Australia  
Victorian Electoral Commission  
Victorian Body Corporate Services (VBCS)  
Yarra Trams

860

---

**APPENDIX C1:**

**PHOTOGRAPHS FROM INSPECTIONS**

---

865

Refer to the following photographs which are identified in the text of the report.

870

875

880

885

890

895

900

905

INFORMATION ONLY



**Photo 1.1:** Gorman Drive looking south-west toward Bush Boulevard



**Photo 1.2:** Gorman Drive looking north-west toward north corner



**Photo 1.3:** Gorman Drive intersection with Bush Boulevard



**Photo 1.4:** North-west end of Olsen Walk intersection with Gorman Drive



**Photo 1.5:** Gorman Drive looking south-west toward Bush Boulevard; red arrow indicates Olsen Walk



**Photo 1.6:** North bend in Gorman Drive



**Photo 1.7:** Gorman Drive looking south-east toward Oleander Drive: red arrow indicates Olsen Walk



**Photo 1.8:** Longitudinal cracks in Leg A of Gorman Drive



**Photo 1.9:** Longitudinal cracks in Leg A of Gorman Drive



**Photo 1.10:** Longitudinal cracks in Leg A of Gorman Drive



**Photo 1.11:** Longitudinal cracks in Leg A of Gorman Drive



**Photo 1.12:** Longitudinal cracks in far side of Gorman Drive Leg A



**Photo 1.13:** Longitudinal cracks in Leg B of Gorman Drive



**Photo 1.14:** Longitudinal cracks in Leg B of Gorman Drive



**Photo 1.15:** Longitudinal cracks in Leg B of Gorman Drive



**Photo 1.16:** Longitudinal cracks in Leg B of Gorman Drive



**Photo 1.17:** Longitudinal cracks in Leg B of Gorman Drive



**Photo 1.18:** Concrete footpath has subsided in various areas



**Photo 1.19:** Concrete footpath has subsided in various areas



**Photo 1.20:** Concrete footpath has subsided in various areas



**Photo 1.21:** Visible signs of water inundation from leak



**Photo 1.22:** Visible signs of water inundation from lea



**Photo 1.23:** Visible signs of water inundation from leak



**Photo 1.24:** Visible signs of water inundation from leak



**Photo 1.25:** Location of water leak in front of 10 Gorman Drive



**Photo 1.26:** Location of water leak in front of 10 Gorman Drive



**Photo 1.27:** Repairs carried out to leaking water pipe



**Photo 1.28:** Repairs carried out to leaking water pipe



**Photo 1.29:** Increase in size and extent of longitudinal cracks in roadway



**Photo 1.30:** Increase in size and extent of longitudinal cracks in roadway



**Photo 1.31:** Increase in size and extent of longitudinal cracks in roadway



**Photo 1.32:** Increase in size and extent of longitudinal cracks in roadway



**Photo 1.33:** Displacement of the road surface across cracks had increased



**Photo 1.34:** Displacement of the road surface across cracks had increased



**Photo 1.35:** Displacement of the road surface across cracks had increased



**Photo 1.36:** Displacement of the road surface across cracks had increased



**Photo 1.37:** Measurement of crack width



**Photo 1.38:** Measurement of crack width



**Photo 1.39:** Cracking to roadway similar to that observed in April



**Photo 1.40:** Cracking to roadway similar to that observed in April



**Photo 1.41:** Cracking to roadway similar to that observed in April



**Photo 1.42:** Cracking to roadway similar to that observed in April



**Photo 1.43:** Cracking to roadway similar to that observed in April



**Photo 1.44:** Location of excavation in front of 7 Gorman Drive



**Photo 1.45:** Excavation in front of 7 Gorman Drive



**Photo 1.46:** Differential settlement between footpath and townhouse pathway



**Photo 1.47:** Differential settlement between footpath and townhouse pathway



**Photo 1.48:** Differential settlement between footpath and townhouse pathway



**Photo 1.49:** Differential settlement between footpath and townhouse pathway



**Photo 1.50:** Differential settlement between footpath and townhouse pathway



**Photo 1.51:** Differential settlement between footpath and townhouse pathway



**Photo 1.52:** Differential settlement between footpath and townhouse pathway



**Photo 1.53:** Differential settlement between footpath and townhouse pathway



**Photo 1.54:** Differential settlement between footpath and townhouse pathway

---

**APPENDIX C2:      PHOTOGRAPHS FROM WATER LEAKAGE EVENT 15<sup>TH</sup> APRIL 2023**

---

910

Refer to the following photographs which are identified in the text of the report.

915

920

925

930

935

940

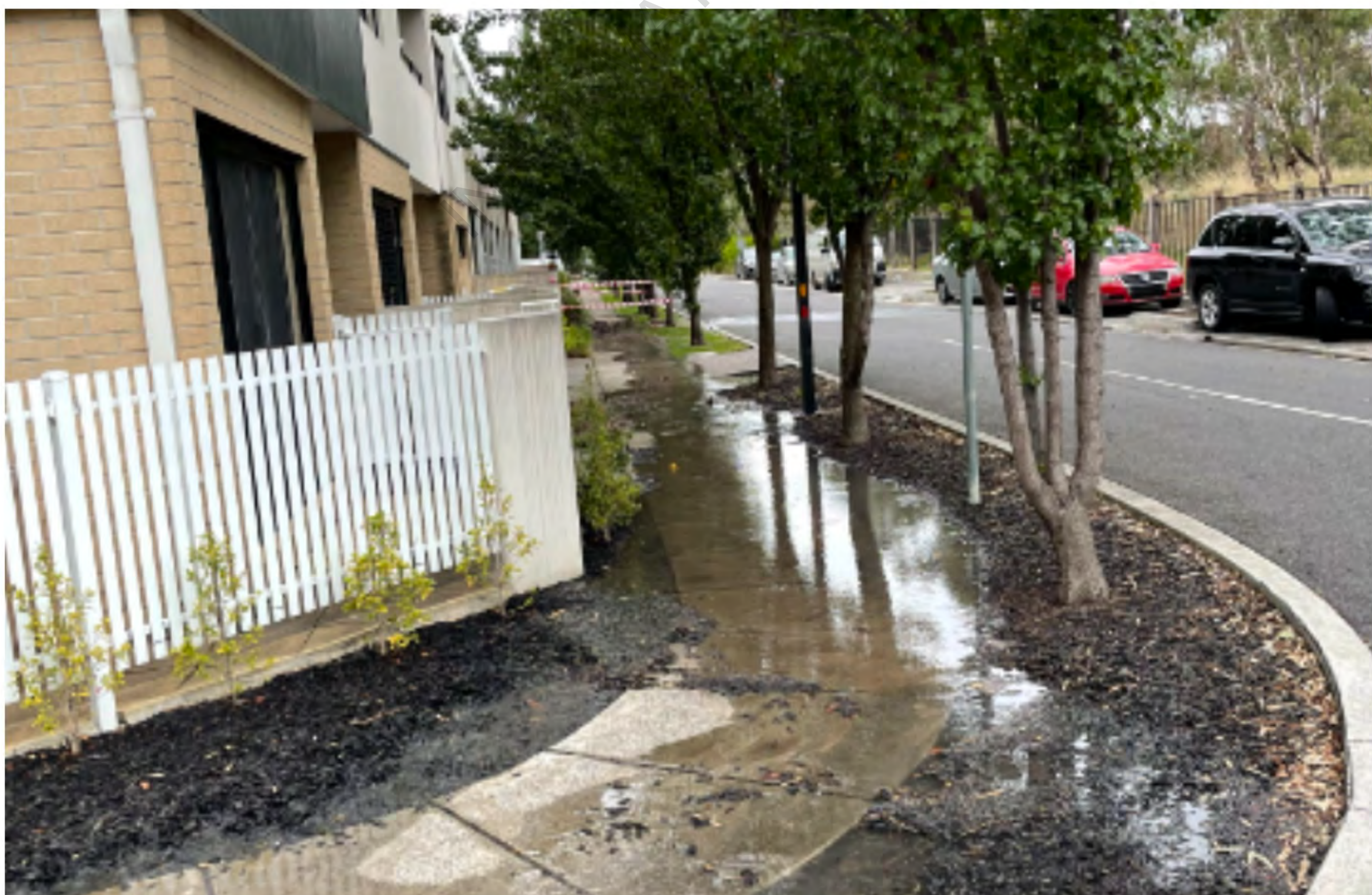
945

950

INFORMATION ONLY



**Photo 2.1:** Water leakage from front of 10 Gorman Drive



**Photo 2.2:** Water leakage from front of 10 Gorman Drive



**Photo 2.3:** Excavation to find cause of leakage



**Photo 2.4:** Excavation to find cause of leakage



**Photo 2.5:** Rusted bolts in tapping saddle uncovered



**Photo 2.6:** Rusted bolts in tapping saddle

---

955

**APPENDIX C3:**

**PHOTOGRAPHS FROM INVESTIGATION 26<sup>TH</sup> APRIL 2023**

---

960

Refer to the following photographs which are identified in the text of the report.

965

970

975

980

985

990

995

1000

INFORMATION ONLY



**Photo 1:** Investigation at 7 Gorman Drive



**Photo 2:** Excavation to find water connection



**Photo 3:** Excavation to find water connection



**Photo 4:** Excavation to find water connection



**Photo 5:** Rusted bolts visible in tapping saddle at water connection



**Photo 6:** Rusted bolts visible in tapping saddle

---

**APPENDIX D:****DOCUMENTS**

---

1005

Copies of the following client related documents were considered in preparation of this report. Note other documentation which commonly includes items such as Building Regulations, Australian Standard Codes, Codes of Practice, BCC Standards and Tolerances (relevant issue), Building Cost Guides, Trade Literature, Manufacturer's Data Sheets, etc. are not listed below but may be referred to in the text.

1010

D.01 Town Planning drawings prepared by DKO Architecture: 3 sheets.

1015

D.02 Architectural Construction drawings prepared by Maddison Projects, dated April 2013. 41 sheets.

D.03 Regulation 1507 Certificate of Compliance - Design issued by FMG Engineering for Structural Engineering drawings.

1020

D.04 VMIA Domestic Building Insurance Certificates for Lots C01 to C09.

D.05 Building Permit for Lots C01 to C09 issued by Checkpoint Building Surveyors, dated 12<sup>th</sup> April 2013.

1025

D.06 Occupancy Permit for Lots D01 to D11 issued by Checkpoint Building Surveyors, dated 25<sup>th</sup> October 2013.

D.07 Hydraulic Services drawings prepared by S.P.A. Consulting Engineers Pty Ltd. Reference 212056. Drawing No. H01 to H11.

1030

D.08 Electrical Services drawings prepared by S.P.A. Consulting Engineers Pty Ltd. Reference 212056. Drawing No. E01 to E06.

D.09 Site Classification and Footing Recommendation Report prepared FMG Engineering, dated 12<sup>th</sup> April 2012.

1035

D.10 Structural Engineering Drawings for Stage 1 Works prepared by FMG Engineering, dated 14<sup>th</sup> November 2012. Drawings : S01, S02, S10, S11, S12, S13, S14, S20, S21, S22, S23, S30, S31, S41, S50.

1040

D.11 Civil Engineering drawings prepared by FMG Engineering, dated 5<sup>th</sup> December 2012. Job No. S00179-200847. Drawing No. C001-C007.

D.12 Drainage drawings prepared by Dalton Consulting Engineers.

D.13 Structural Engineering Computations and Certificate of Compliance - Design prepared by FMG Engineering, dated 29<sup>th</sup> January 2013.

1045

D.14 Certificate of Compliance - Design for Electrical Services prepared by Peter Nguyen, dated 1<sup>st</sup> February 2013.

- D.15 Certificate of Compliance - Design for Civil Engineering prepared by Angelo Demangos, dated 4<sup>th</sup> February 2013.
- 1050 D.16 Certificate of Compliance - Design for Structural Engineering prepared by Angelo Demangos, dated 10<sup>th</sup> February 2013.
- D.17 Amended Structural Engineering drawings S01, S02, S10, S11, S12, S13, S14, S30, S31, S40, S41, S42, S50 and Certificate of Compliance - Design prepared by FMG Engineering, dated 19<sup>th</sup> February 2013.
- 1055 D.18 Landscape Master Plan prepared Tract Consultants, dated 20<sup>th</sup> November 2013.
- D.19 As-built Floor Plans for blocks B, C and D, prepared by Maddison Projects.
- D.20 Plan of Subdivision PS 703354U prepared by CRA Survey Pty Ltd.
- D.21 Building Defects Report prepared by Roscon, dated 21<sup>st</sup> May 2018.
- D.22 Report prepared by Complex Property Group, dated 25<sup>th</sup> January 2019.
- 1060 D.23 Geotechnical Investigation for Cracked Pavement prepared by Cardno, dated April 2019.
- D.24 Plumbing Report prepared by Able Plumbing, dated 30<sup>th</sup> March 2020.
- D.25 Structural Engineering Report prepared by Irwin Structures, dated 6<sup>th</sup> May 2020.
- 1065 D.26 Letter to BSS Group from Robertson Legal & Conveyancing Lawyers Pty Ltd, dated 27<sup>th</sup> July 2023.
- D.27 Undated Property List.
- D.28 Undated Property Summary for PS703354U, prepared by Robertson Legal.

1070

1075

1080

---

**APPENDIX E:**

**PRELIMINARY COST ESTIMATES**

---

1085

Refer to the following detailed probable cost estimates for the rectification work required.

1090

1095

1100

1105

1110

1115

1120

1125

INFORMATION ONLY

## PRELIMINARY RECTIFICATION COST ESTIMATES

No	L/M/P/S	QTY	UNIT	RATE	EXT	SUB-TOTAL	TOTAL
<b>ROADWAY REMEDIATION</b>							
<i>Option 1 - Trees retained</i>							
<b>Stage A</b>							
a)	<i>Demolish exposed aggregate concrete to crossover at Townhouse 12</i>						
	Labourer	S	4	hrs	\$ 75.00	\$ 300.00	
	Concrete cutting (min. charge)	M	1	allow	\$ 300.00	\$ 300.00	
	Bob-cat hire (min. hire)	S	4	hrs	\$ 115.00	\$ 460.00	
	Disposal (bin)	S	1	allow	\$ 250.00	\$ 250.00	
						\$ 1,310.00	
b)	<i>Locate services in nature strip. Install membrane root barrier to 2m depth using hydro excavation</i>						
	Specialist sub-contractor	S	155	m	\$ 500.00	\$ 77,500.00	
						\$ 77,500.00	
c)	<i>Plane asphalt and seal cracks in roadway</i>						
	Asphalt sub-contractor	S	1	allow	\$ 3,000.00	\$ 3,000.00	
						\$ 3,000.00	
d)	<i>Reconstruct exposed aggregate concrete crossover to Townhouse 12</i>						
	Concretor	S	4	m <sup>2</sup>	\$ 150.00	\$ 600.00	
						\$ 600.00	
e)	<i>Level ground. Lay top soil and instant lawn to nature strip</i>						
	Excavator/bobcat hire	S	16	hrs	\$ 115.00	\$ 1,840.00	
	Top soil (L&M)	S	165	m <sup>2</sup>	\$ 30.00	\$ 4,950.00	
	Instant lawn (L&M)	S	165	m <sup>2</sup>	\$ 25.00	\$ 4,125.00	
						\$ 10,915.00	
f)	<i>Make good and clean site</i>						
	Labourer	S	8	hrs	\$ 75.00	\$ 600.00	
	Materials	M	1	allow	\$ 200.00	\$ 200.00	
	Bin hire	S	1	allow	\$ 250.00	\$ 250.00	
						\$ 1,050.00	
	Sub-total						\$ 94,375.00
<b>Stage B</b>							
f)	<i>Remove asphalt from Stage 1 roadway</i>						
	Remove and dispose of asphalt	S	800	m <sup>2</sup>	\$ 7.00	\$ 5,600.00	
						\$ 5,600.00	

## PRELIMINARY RECTIFICATION COST ESTIMATES

No		L/M/P/S	QTY	UNIT	RATE	EXT	SUB-TOTAL	TOTAL
g)	<i>Prepare sub-grade and lay 50mm asphalt wearing course to original specification</i>							
	50mm asphalt to roadway	S	800	m <sup>2</sup>	\$ 100.00	\$ 80,000.00		
							\$ 80,000.00	
h)	<i>Line mark roadway</i>							
	Line marking sub-contractor - establishment fee	S	1	allow	\$ 275.00	\$ 275.00		
	Line marking sub-contractor - 100mm broken line	S	160	m	\$ 1.00	\$ 160.00		
							\$ 435.00	
i)	<i>Make good to work area</i>							
	Labourer	S	8	hrs	\$ 75.00	\$ 600.00		
	Materials	M	1	allow	\$ 100.00	\$ 100.00		
	Bin hire	S	1	allow	\$ 250.00	\$ 250.00		
							\$ 950.00	
							\$ 181,360.00	
	Contingency (10%)						\$ 18,136.00	
							\$ 199,496.00	
	Builder's Margin (20%)						\$ 39,899.20	
	GST						\$ 23,939.52	
	<b>Total for Roadway</b>							<b>\$ 263,334.72</b>
	<u>Option 2 - Trees removed</u>							
	<b>Stage A</b>							
a)	<i>Excavate by hand to expose all services installed in nature strip at each townhouse</i>							
	Labourer	S	48	hrs	\$ 75.00	\$ 3,600.00		
							\$ 3,600.00	
b)	<i>Remove tree including stumps</i>							
	Trees	S	17	no.	\$ 300.00	\$ 5,100.00		
	Stumps	S	19	no.	\$ 300.00	\$ 5,700.00		
							\$ 10,800.00	
c)	<i>Remove existing agi drain. Supply, lay and connect new drain. Backfill area.</i>							
	Labourer	S	80	hrs	\$ 75.00	\$ 6,000.00		
	Plumber	S	24	hrs	\$ 75.00	\$ 1,800.00		
	100 dia socked agi drain	M	140	m	\$ 7.00	\$ 980.00		
	Drainage materials	M	1	allow	\$ 200.00	\$ 200.00		
	Backfill materials	M	1	allow	\$ 5,000.00	\$ 5,000.00		
	Excavator hire	S	40	hrs	\$ 115.00	\$ 4,600.00		
	Bin hire	S	1	allow	\$ 600.00	\$ 600.00		
							\$ 19,180.00	

## PRELIMINARY RECTIFICATION COST ESTIMATES

No		L/M/P/S	QTY	UNIT	RATE	EXT	SUB-TOTAL	TOTAL
d)	<i>Lay top soil and instant lawn to nature strip</i>							
	Excavator/bobcat hire	S	8	hrs	\$ 115.00	\$ 920.00		
	Top soil (L&M)	S	165	m <sup>2</sup>	\$ 30.00	\$ 4,950.00		
	Instant lawn (L&M)	S	165	m <sup>2</sup>	\$ 25.00	\$ 4,125.00		
							\$ 9,995.00	
e)	<i>Plane asphalt and seal cracks in roadway</i>							
	Asphalt sub-contractor	S	1	allow	\$ 2,000.00	\$ 2,000.00		
							\$ 2,000.00	
e)	<i>Make good and clean site</i>							
	Labourer	S	8	hrs	\$ 75.00	\$ 600.00		
	Materials	M	1	allow	\$ 200.00	\$ 200.00		
	Bin hire	S	1	allow	\$ 250.00	\$ 250.00		
							\$ 1,050.00	
	Sub-total							\$ 46,625.00
	<b>Stage B</b>							
f)	<i>Remove asphalt from Stage 1 roadway</i>							
	Remove and dispose of asphalt	S	800	m <sup>3</sup>	\$ 7.00	\$ 5,600.00		
							\$ 5,600.00	
g)	<i>Prepare sub-grade and lay 50mm asphalt wearing course to original specification</i>							
	50mm asphalt to roadway	S	800	m <sup>3</sup>	\$ 100.00	\$ 80,000.00		
							\$ 80,000.00	
h)	<i>Line mark roadway</i>							
	Line marking sub-contractor - establishment fee	S	1	allow	\$ 275.00	\$ 275.00		
	Line marking sub-contractor - 100mm broken line	S	160	n	\$ 1.00	\$ 160.00		
							\$ 435.00	
i)	<i>Make good to work area</i>							
	Labourer	S	8	hrs	\$ 75.00	\$ 600.00		
	Materials	M	1	allow	\$ 100.00	\$ 100.00		
	Bin hire	S	1	allow	\$ 250.00	\$ 250.00		
							\$ 950.00	
							\$ 133,610.00	
	Contingency (10%)						\$ 13,361.00	
							\$ 146,971.00	
	Builder's Margin (20%)						\$ 29,394.20	
	GST						\$ 17,636.52	
	<b>Total for Roadway</b>							<b>\$ 194,001.72</b>

## PRELIMINARY RECTIFICATION COST ESTIMATES

No		L/M/P/S	QTY	UNIT	RATE	EXT	SUB-TOTAL	TOTAL
	<b>FOOTPATH AND NATURE STRIP</b>							
a)	<i>Demolish existing concrete footpath to extent of Gorman Drive Stage 1 by machine and hand</i>							
	Labourer	S	16	hrs	\$ 75.00	\$ 1,200.00		
	Concrete cutting	S	315	m	\$ 11.00	\$ 3,465.00		
	Bob-cat truck hire	S	16	hrs	\$ 115.00	\$ 1,840.00		
	Disposal fees	S	1	allow	\$ 3,000.00	\$ 3,000.00		
							\$ 9,505.00	
b)	<i>Excavate to expose all property water service line connections to main supply pipe (except to Townhouses 7 and 10) and replace tapping saddles. Alter services where insufficient clearance</i>							
	Plumber	S	160	hrs	\$ 120.00	\$ 19,200.00		
	Materials	M	1	allow	\$ 2,000.00	\$ 2,000.00		
	Excavator hire	S	80	hrs	\$ 115.00	\$ 9,200.00		
							\$ 30,400.00	
c)	<i>Backfill excavations with crushed rock, or approved alternative</i>							
	Labourer	S	16	hrs	\$ 75.00	\$ 1,200.00		
	Materials	M	1	allow	\$ 1,000.00	\$ 1,000.00		
	Excavator hire	S	8	hrs	\$ 115.00	\$ 920.00		
							\$ 3,120.00	
d)	<i>Re-establish sub-grade for footpath to correct levels and alignment</i>							
	Labourer	S	16	hrs	\$ 75.00	\$ 1,200.00		
	Materials	M	1	allow	\$ 1,000.00	\$ 1,000.00		
	Excavator hire	S	16	hrs	\$ 115.00	\$ 1,840.00		
							\$ 4,040.00	
e)	<i>Reconstruct concrete path</i>							
	100mm thick reinforced concrete paving	S	160	m <sup>2</sup>	\$ 100.00	\$ 16,000.00		
							\$ 16,000.00	
f)	<i>Make good to nature strip</i>							
	Labourer	S	16	hrs	\$ 75.00	\$ 1,200.00		
	Materials	M	1	allow	\$ 1,500.00	\$ 1,500.00		
	Excavator hire	S	16	hrs	\$ 115.00	\$ 1,840.00		
							\$ 4,540.00	



---

**APPENDIX F:**

**CARDNO REPORT**

---

1130

Refer to the following copy of the report prepared by Cardno dated April 2019.

1135

1140

1145

1150

1155

1160

1165

1170

INFORMATION ONLY

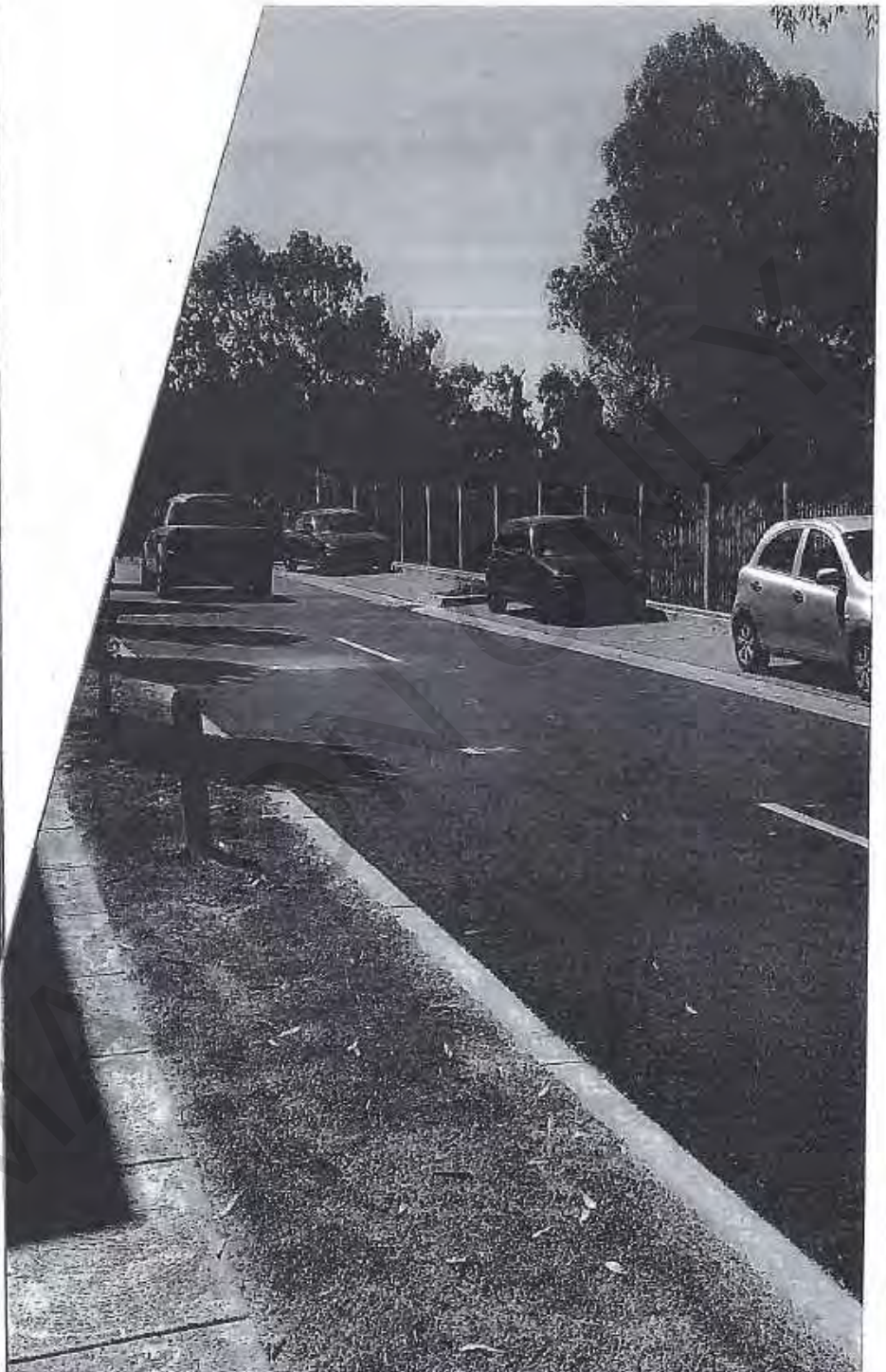
# Geotechnical Investigation for Cracked Pavement

Gorman Drive, Mill Park,  
Vic

V181822Report01.1

Prepared for  
Melcorp Strata Pty Ltd

April 2019



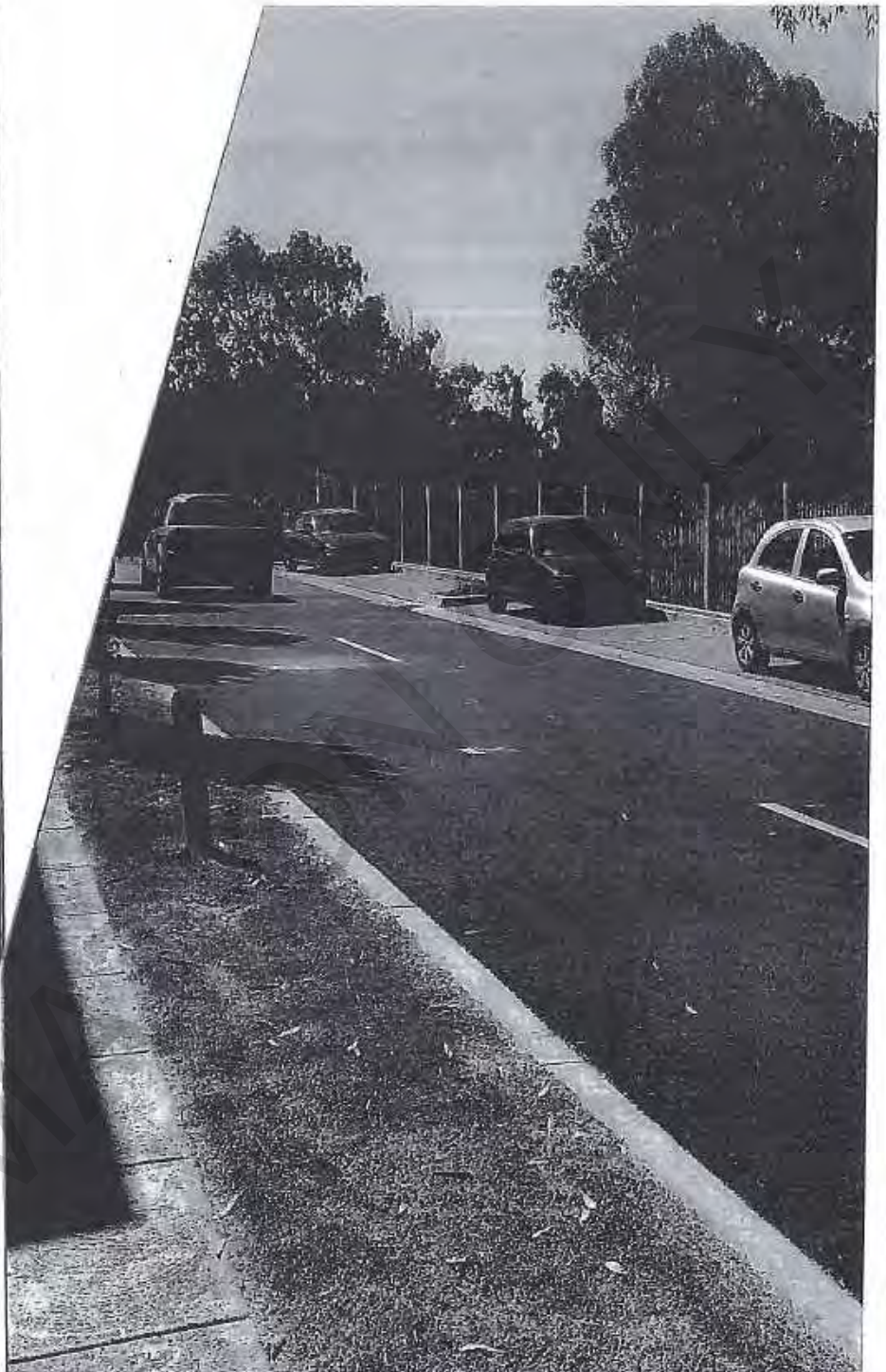
# Geotechnical Investigation for Cracked Pavement

Gorman Drive, Mill Park,  
Vic

V181822Report01.1

Prepared for  
Melcorp Strata Pty Ltd

April 2019





## Contact Information

© Copyright 2019  
Cardno Victoria Pty Ltd  
(ABN 47 106 610 913)  
Level 4, 501 Swanston Street,  
Melbourne Vic 3000  
Australia  
Tel: +61 3 8415 7777 Fax: +61 3 8415 7788  
[www.cardno.com](http://www.cardno.com)

## Document Information

Prepared for Melcorp Strata Pty Ltd  
Project Name Geotechnical Investigation for  
Cracked Pavement  
Gorman Drive, Mill Park, Vic  
File Reference V181822Report01.1  
Date April 2019

Prepared By:	Authorised By:
 <b>Kaandeopan Vinayagamoorthy BSc (Civil Eng), MIEAust,</b> Project Manager	 <b>Davin Slade BE(Civil), MPavTech, MIEAust, CPEng, NER</b> Principal Geotechnical Engineer

## Document History

Version	Effective Date	Description of Revision	Prepared by:	Reviewed by:
0	11/02/2019	Draft	JK/NI/KV	DBS
1	03/04/2019	Final	KV	DBS

© Cardno. Copyright in the whole and every part of this document belongs to Cardno and may not be used, sold, transferred, copied or reproduced in whole or in part in any manner or form or in or on any media to any person other than by agreement with Cardno.

This document is produced by Cardno solely for the benefit and use by the client in accordance with the terms of the engagement. Cardno does not and shall not assume any responsibility or liability whatsoever to any third party arising out of any use or reliance by any third party on the content of this document.

# Geotechnical Investigation for Cracked Pavement

## Gorman Drive, Mill Park, Vic

### Table of Contents

1	Introduction .....	5
2	Limitations of the Report .....	5
3	Site Description .....	6
4	Site Geology .....	8
5	Fieldwork .....	8
	5.1 Safe Work Procedures .....	8
	5.2 Service Location .....	8
	5.3 Traffic Management .....	9
	5.4 Boreholes .....	9
	5.5 Site Observations .....	9
6	Laboratory Testing .....	12
7	Results of the Investigation .....	13
	7.1 Sub-Surface Profile .....	13
	7.2 Groundwater .....	13
	7.3 Laboratory Testing .....	13
8	Conclusions .....	17

## Text Tables

Table 7-1: Typical Subsurface Profile .....	13
Table 7-2: Summary of Laboratory Field Results .....	14

## Text Figures

Figure 3-1: Site Location .....	6
Figure 3-2: A typical view of the site looking east .....	7
Figure 4-1: Geological Map of the site (Yan Yean Sheet, 1:63 360) .....	8
Figure 5-1: Locations of longitudinal cracks .....	10
Figure 5-2: Longitudinal cracks in the west bound lane within a recent reinstated pavement patching .....	10
Figure 5-3: Longitudinal cracks in the west bound lane within a newly sealed or repaired section .....	11
Figure 5-4: Asphalt surface is in good condition (looking west with BH05 in the forefront) .....	11
Figure 7-1 : CBR from field DCP tests .....	15
Figure 7-2 : Moisture Content with depth - BH01 and BH02 .....	15
Figure 7-3 : Moisture Content with depth - BH03 .....	16
Figure 7-4 : Moisture Content with depth - BH05 and BH06 .....	16
Figure 7-5 : Moisture Content with depth – BH01 to BH06 .....	17

## Appendices

<b>Appendix A</b> .....	<b>1 Page</b>
Figures	
Figure 1: Site Plan	
<b>Appendix B</b> .....	<b>8 Pages</b>
Bore Records	
BH1-BH08	
Unified Classification System	
<b>Appendix C</b> .....	<b>5 Pages</b>
Geotechnical Laboratory Testing Results	
Moisture Content	
Moisture Density Relationship	
<b>Appendix D</b> .....	<b>1 Page</b>
Limitations of the Report	

## List of Abbreviations and Units

### Technical Terms

1H:2V	Slope Ratio of 1 Horizontal to 2 Vertical
AHD	Australian Height Datum
AADT	Average Annual Daily Traffic
AC	Asphalt Cement
AMG	Australian Map Grid
Base Course	Upper Layer of the pavement
CBR	California Bearing Ratio (%)
CTCR	Cement Treated Crushed Rock
DCP	Dynamic Cone Penetrometer
DTL	Daily Traffic Loading
EC	Electrical Conductivity
ESA	Equivalent Standard Axles
FoS	Factor of Safety
GPS	Global Positioning System
HDPE	High Density Polyethylene
HV	Heavy Vehicles (Usually a %)
LF	Loading Factor
NATA	National Association of Testing Authorities
OMC	Optimum Moisture Content
PMB	Polymer Modified Binder
Prime	Application of a primer to a prepared base
Sub-Base Course	Lower layer of the pavement
Subgrade	Foundation material for the pavement
TDS	Total Dissolved Solids (salinity of water)

# Geotechnical Investigation for Cracked Pavement Gorman Drive, Mill Park, Vic

## 1 Introduction

---

Cardno was contacted in an email dated 3 December 2018 by Gino Marinaro of Melcorp Strata Pty Ltd with regard to conducting a geotechnical investigation for the cracked pavement at Gorman Drive, Mill Park, Vic. It was understood that sections of the asphalt pavement along Gorman Drive had experienced longitudinal cracking. This cracking was evidenced during the onsite fieldwork. The geotechnical investigation was undertaken to provide recommendations for the remediation of the cracked pavement.

The investigation was undertaken in accordance with our proposal, VS181822Proposal01.1 dated 6 December 2018.

The geotechnical investigation included the following:

1. Sub-surface ground profile and geological setting;
2. The depth to groundwater (if encountered);
3. Moisture profile of boreholes within the road pavement and nature strip;
4. Recommendations for the remediation of the pavement cracking;
5. Other issues that may affect the construction and performance of the pavements.

## 2 Limitations of the Report

---

The report is limited to the geotechnical investigation along the 270m strip of Gorman Drive displaying longitudinal cracking, and recommendations for remediation.

The proposal does not include the geotechnical investigation and/or design of any new pavements, wetlands, embankments, cuttings or bridges and does not include the determination of the traffic data for the different roads.

The limitations of the geotechnical reports are contained in Appendix D.

### 3 Site Description



**Figure 3-1: Site Location**

Gorman Drive is bounded by Mill Park subdivision townhouses to the south and northeast, Oleander Drive to the east, Bush Boulevard to the west and vacant bushland to the north, as shown in Figure 3-1. The site is generally flat. Figure 3-2 below shows a typical view of the site.



Figure 3-2: A typical view of the site looking east.

## 4 Site Geology

The geological map of the area (YAN YEAN, Part 7922, 1:63,360) indicates that the site consists of silts and clays weathered from the underlying Quaternary aged 'Newer Volcanics' basalts.



Figure 4-1: Geological Map of the site (Yan Yean Sheet, 1:63 360)

The fieldwork observations were consistent with the published geological indications.

## 5 Fieldwork

The fieldwork was conducted on 6 February 2019. A total of six (6 No.) geotechnical boreholes were conducted. The fieldwork was carried out by experienced geotechnical engineers, who set out the boreholes, performed the drilling, logged the ground encountered, conducted and recorded the sampling and in-situ testing.

### 5.1 Safe Work Procedures

Prior to mobilisation and commencement of the fieldwork, a Dial Before You Dig (DBYD) underground service request was completed to identify utility assets near the proposed and client approved borehole locations. A Job Safety Analysis (JSA) was prepared to help identify and mitigate potential hazards. The work was conducted in accordance with the documented *Safe Work Procedures* as set out in Cardno's company *Safety Management Plan*.

### 5.2 Service Location

Prior to commencement of the fieldwork it was necessary to clear all of the borehole locations of underground and overhead services.

### 5.3 Traffic Management

Three (3 No.) of the boreholes were located within either the VicRoads or Council road reserves. In order to conduct the fieldwork in these areas it was necessary to engage a traffic management consultant. The traffic management consultant produced the appropriate traffic management plans, gained approval from the appropriate authorities and conducted the on-site traffic management services.

### 5.4 Boreholes

A total of three (No 3) boreholes, BH01, BH03 and BH05, were drilled through the asphalt pavement using Cardno's Landcruiser mounted drilling rig. The boreholes were drilled to depths of between 1.8 m and 2.3 m below ground level. It was intended that three (3 No.) boreholes be drilled in the nature strip adjacent to these boreholes. However, due to the close proximity of underground services at these locations, it was necessary to employ non-destructive drilling techniques. A total of three (3 No.) boreholes, BH02, BH04 and BH06, were drilled using a hand auger to depths of between 0.4 m and 0.9 m below ground level. The test locations were located on site using a Garmin E-Trax GPS device.

Disturbed samples of the subgrade were taken from each of the boreholes for laboratory testing. Pocket penetrometer tests were carried out to determine the in-situ shear strength of the cohesive soil.

In addition, Dynamic Cone Penetrometer (DCP) testing was conducted adjacent to every test location to determine the in-situ CBR of the subgrade soils in accordance with AS1289 6.3.2 *Testing of Soils for Engineering Purposes*.

The boreholes, identified as BH01, BH03 and BH05, were located at the approximate locations nominated by the client, as shown on the Site Plan, appended as Figure No. 1 in Appendix A. The records of the boreholes are appended as Figure No's. 1 to 7 in Appendix B and a Unified Classification System (UCS), appended as Figure No. 8. The DCP blow counts are shown graphically on the respective borehole records.

### 5.5 Site Observations

A site walkover was undertaken along Gorman Drive. During the walkover it was observed that the west half of the Gorman Drive had severe longitudinal cracks up to 10mm wide on the lane adjacent to town houses. Minor cracks observed in the opposite lane. There were no significant cracks in the eastern half portion.

Figure 5-1 below shows the locations of severe longitudinal cracks within the investigation area.

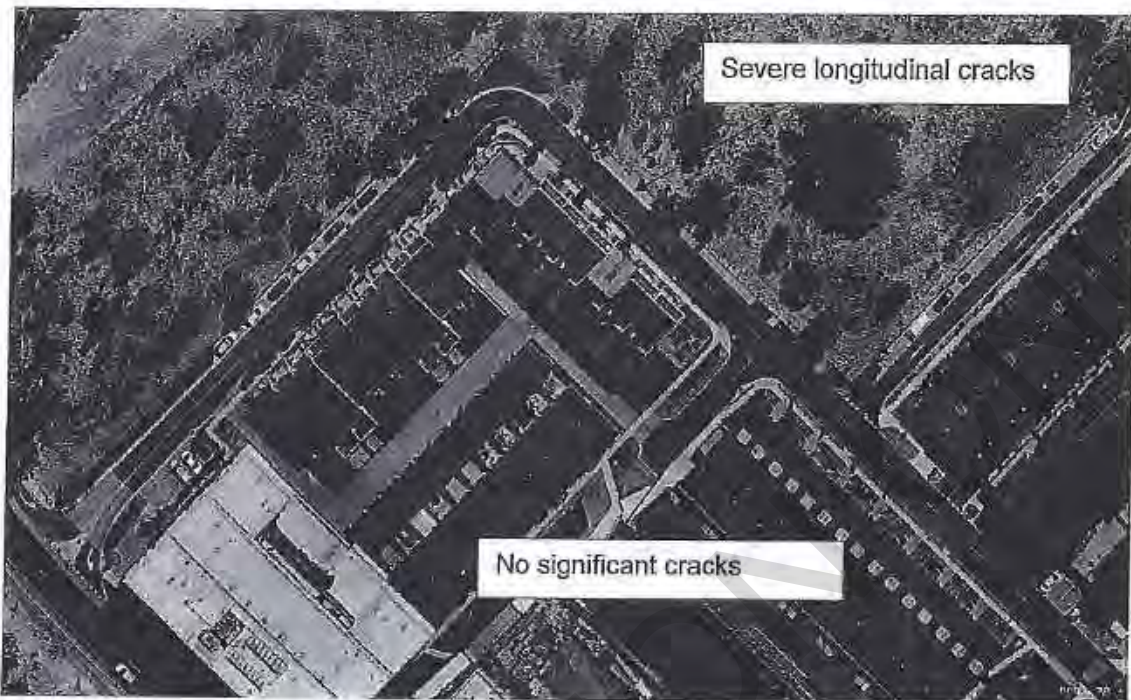


Figure 5-1: Locations of longitudinal cracks



Figure 5-2: Longitudinal cracks in the west bound lane within a recent reinstated pavement patching.



**Figure 5-3: Longitudinal cracks in the west bound lane within a newly sealed or repaired section.**



**Figure 5-4: Asphalt surface is in good condition (looking west with BH05 in the forefront)**

## 6 Laboratory Testing

---

The testing was undertaken in Cardno's NATA accredited soils laboratory and consisted of:

- > Moisture Content Determinations
- > Standard Compaction Tests

The Standard Compaction tests were conducted on remoulded samples of the clay subgrade, to determine the OMC and maximum dry density. The samples were first moisture conditioned for seven days before conducting the compaction test. Once the test was conducted if there were no existing samples within 0.5% of the OMC a new sample was then reconditioned at the OMC for a further four to seven days. Once the moisture conditioning was complete the soil for the Soaked CBR tests was compacted with Standard compactive effort close to the OMC, and soaked for 4 days prior to testing.

The test records are appended as Figures No. 1 – 5, Appendix C.

## 7 Results of the Investigation

### 7.1 Sub-Surface Profile

The typical generalized subsurface profile encountered in the boreholes is shown below. For further details, the reader is referred to the appended boreholes records.

Table 7-1: Typical Subsurface Profile

<p><b>Asphalt - 70mm asphalt layer</b></p> <p>Overlying</p> <p><b>FILL, Gravelly SILT (ML)</b> no plasticity, grey, loose, moist to slightly moist, fine to medium sub-angular gravels, encountered at depth of 0.07 (inferred sub-base) not encountered in BH02, BH04 and BH06</p> <p>Overlying</p> <p><b>FILL, Gravelly SILT (ML)</b> no plasticity, grey, dense, slightly moist, fine sub-angular gravels, encountered at depths of between 0.2 and 0.3m (inferred base) not encountered in BH02, BH04, BH05 and BH06</p> <p>Overlying</p> <p><b>Silty CLAY (CH)</b> high plasticity, slightly fissured, pale grey to grey, green grey, dark grey, black, orange, soft to very stiff, moist, dry of plastic limit to near plastic limit, with basalt boulders and gravels, encountered to depths of between 0.5 m and 1.8m, BH04 and BH06 were not extended due to early hand auger refusals.</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- BH01 and BH03 auger refusal on basalt bedrock or boulder at 1.8m and 1.9m respectively,
- FILL, Silty Clay (CH), high plasticity, dark red brown, stiff, moist, near plastic limit, fine gravels, encountered at depths between 1.1 and 1.7 m in BH05.
- Gravelly sandy silt and silty clays of siltstone (possible ripped siltstone soils used as select sub-base) origin encountered in BH05 underlying crushed rock layers. Residual Silty clays of basaltic origin encountered at 1.8m underlying the ripped siltstone origin gravels and silty clays.

### 7.2 Groundwater

Groundwater was not encountered in any of the boreholes. However, as the boreholes were only open for a short period of time, the presence or absence of groundwater at a shallow depth cannot be precluded.

A perched water table may develop in the silt layers overlying the clays after sustained rainfall or during the winter months.

### 7.3 Laboratory Testing

The results of the laboratory and field tests are summarized overleaf in Table 7-2.

At the time of the investigation, the field moisture content of the subgrade CBR's were between slightly dry (-0.8%) of the OMC and very wet (+10.5%) of the OMC.

**Table 7-2: Summary of Laboratory Field Results**

Borehole No.	Depth (m)	Subgrade Description	Field Moisture Content (%)	Optimum Moisture Content (%)
BH01	0.5	Silty CLAY pale grey to grey	29.1	-
BH01	0.4-1.0	Silty CLAY pale grey to grey	-	28.5
BH01	1.0	Silty CLAY pale grey to grey	28.7	-
BH01	1.5	Silty CLAY pale grey to grey	31.9	-
BH01	1.7	Silty CLAY pale grey to grey	29.6	-
BH02	0.5	Sandy Clayey SILT brown grey	25.9	-
BH02	0.9	Silty CLAY grey to dark grey	32.6	-
BH03	0.5	Silty CLAY dark grey with green grey	27.2	-
BH03	0.6-1.4	Silty CLAY dark grey with green grey	-	28.0
BH03	1.0	Silty CLAY dark grey with green grey	29.6	-
BH03	1.5	Silty CLAY dark grey with green grey	31.1	-
BH03	1.8	Gravelly Silty CLAY brown and brown grey	24.0	-
BH05	0.5	Gravelly Sandy SILT orange brown	10.6	-
BH05	1.0	Gravelly Sandy SILT red brown and purple brown	13.5	-
BH05	1.5	Silty CLAY dark red brown	22.1	-
BH05	1.7-2.7	Silty CLAY grey and pale grey	-	42.0
BH05	2.0	Silty CLAY grey and pale grey	52.5	-
BH05	2.5	Silty CLAY grey and pale grey	51.0	-
BH08	0.5	Gravelly Sandy CLAY orange brown and grey	17.2	-

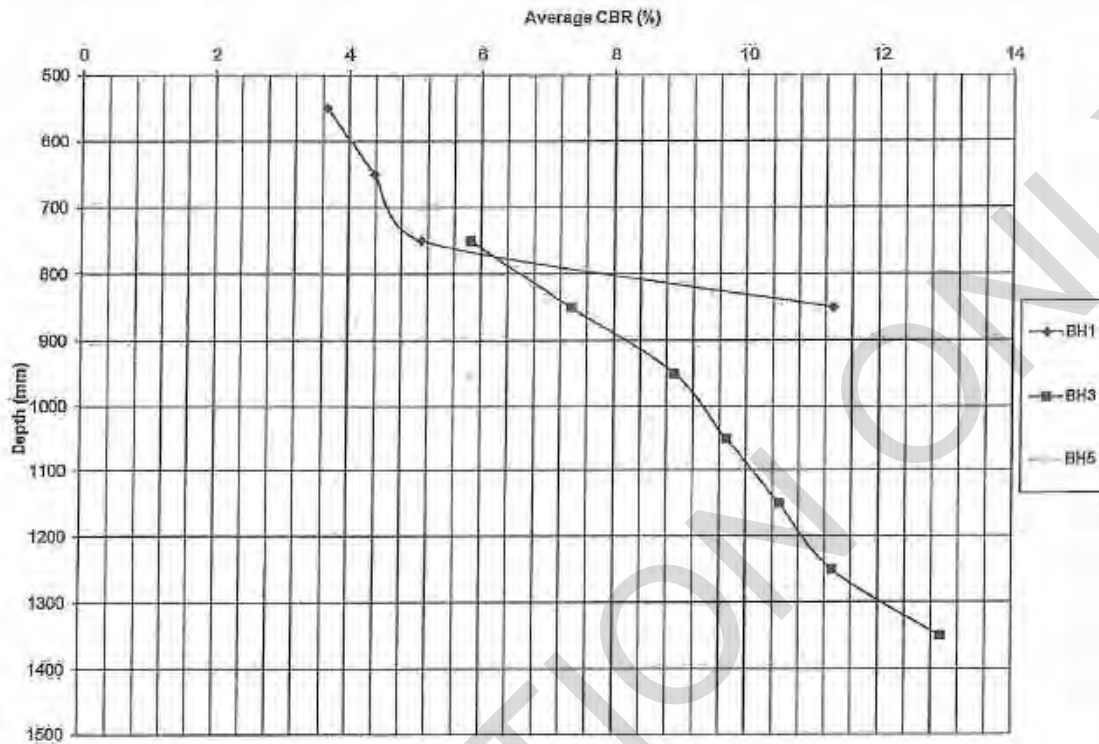


Figure 7-1 : CBR from field DCP tests

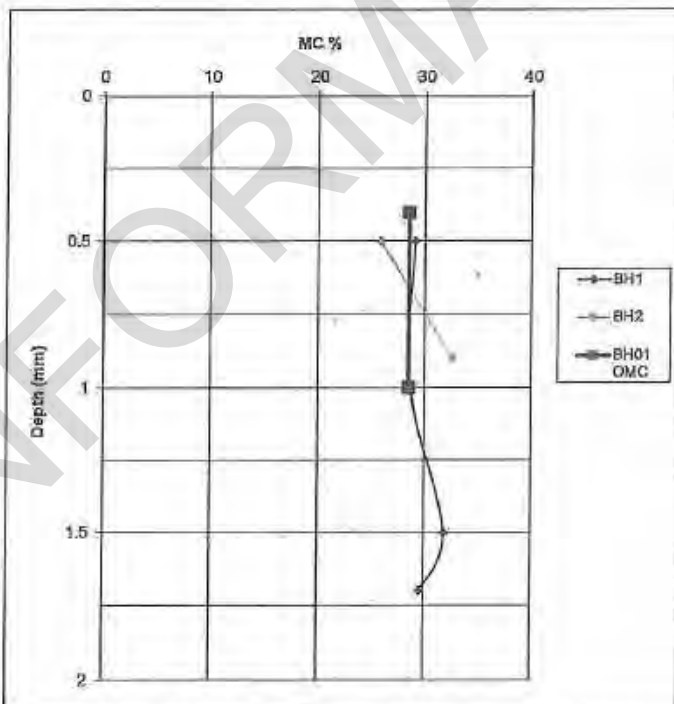


Figure 7-2 : Moisture Content with depth - BH01 and BH02

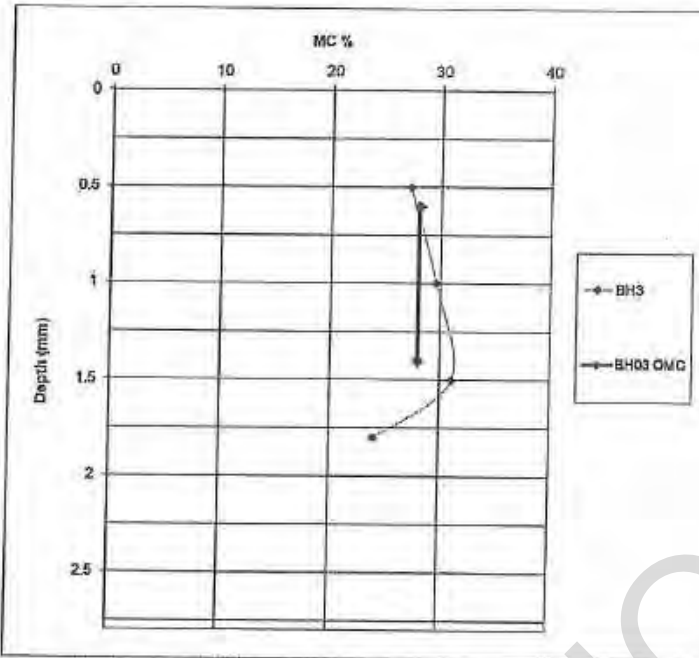


Figure 7-3 : Moisture Content with depth - BH03

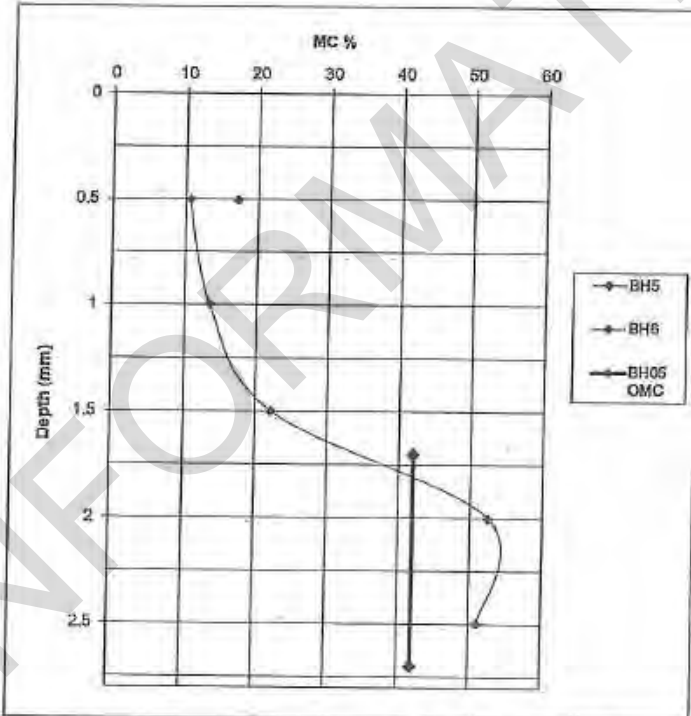


Figure 7-4 : Moisture Content with depth - BH05 and BH06

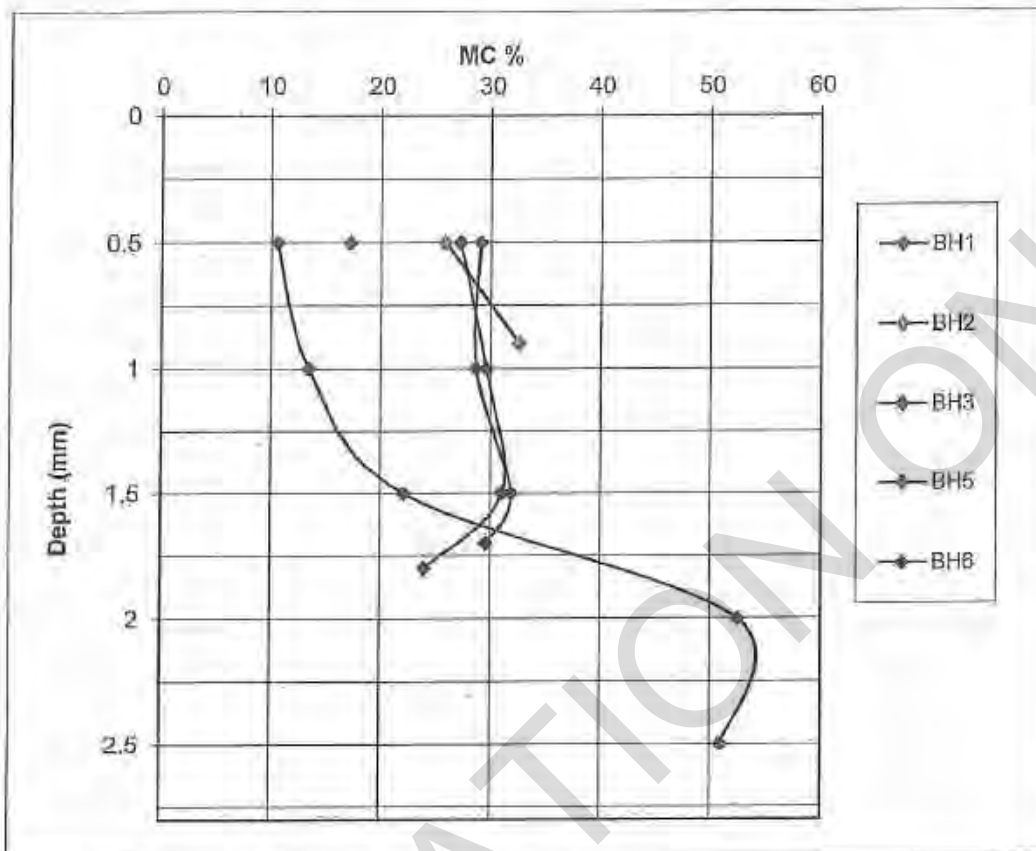


Figure 7-5 : Moisture Content with depth – BH01 to BH06

## 8 Conclusions

It is observed during fieldwork that nature strip adjacent to the most affected lane (Townhouse side) has been planted with trees and well-watered grass strips. The trees were planted as close as half a meter from the kerb edge in most of the cases and they were between two to three meters in height. No longitudinal cracks were observed in the east section of Gorman Dr where the trees are of a younger age. Gas pipes, communication cables, electrical conduits and water pipes were also located within the nature strip between footpath and kerb edge.

Based on the field investigations the entire site is underlain by highly expansive basaltic clays and basalt bedrock at shallower depths. Typically the moisture condition under the pavement will remain relatively constant as it is protected from moisture ingress by the pavement. However, the moisture condition outside of the pavement will vary with the seasons ranging from very dry in the drier months to very wet in the wetter months. This can result in significant differential movement between the edge and middle of the pavement which manifests in the form of a longitudinal crack along the edge of the pavement (usually between 0.5m and 1.5m from the edge).

This movement can be exacerbated by the presence of trees which tend to pull additional moisture from the soils in the drier months but do not require much water in the wetter months. This action can also be exacerbated by excessive watering of the trees, especially if the water continues in the wetter months.

Furthermore, underground services running parallel to the road can form a conduit for water to enter the subgrade of the pavement.

The above is exemplified by the fact that the cracking is the most severe where the trees and underground services are present in the west of the site on the southern side. In the west of the site where there are no trees and services the cracking is much less severe. Furthermore, in the east of the site where the trees are relatively young the cracking is yet to occur.

It is therefore concluded that the cause of the severe cracking is a combination of the presence of trees and underground services immediately at the edge of the pavement, possibly exacerbated by excess watering of the trees.

The solution for the site will depend on the requirement and need to retain the trees.

If the trees are to be retained then it is recommended that a vertical concrete or grout filled cut-off trench be installed along the edge of the pavement immediately outside the kerb. The trench should be installed to a minimum depth of 2m below the surface. The presence of the cut-off trench will help the moisture conditions under the pavement to stabilise and reduce the potential for further cracking. Care will be needed when installing the trench to not damage underground services and appropriate lagging will be required around services to prevent moisture travelling across the barrier.

If the trees can be removed then that is the preferable option. Once the trees have been removed it is recommended that the topsoil be stripped and then the upper clays be replaced with a capping layer designed to reduce the potential from moisture ingress from the surface. Typical materials include a ripped siltstone with a maximum permeability in the order of  $1 \times 10^{-9}$  m/s. The topsoil should then be placed over the capping layer and the area grassed.

For either solution, in the short term it is recommended that the cracks are sealed. However, as the moisture conditions under the pavement equilibrate there is potential for further cracking and additional sealing may be required. Once the cracking has stabilised, which could take a year or more, the asphalt wearing course should be replaced.

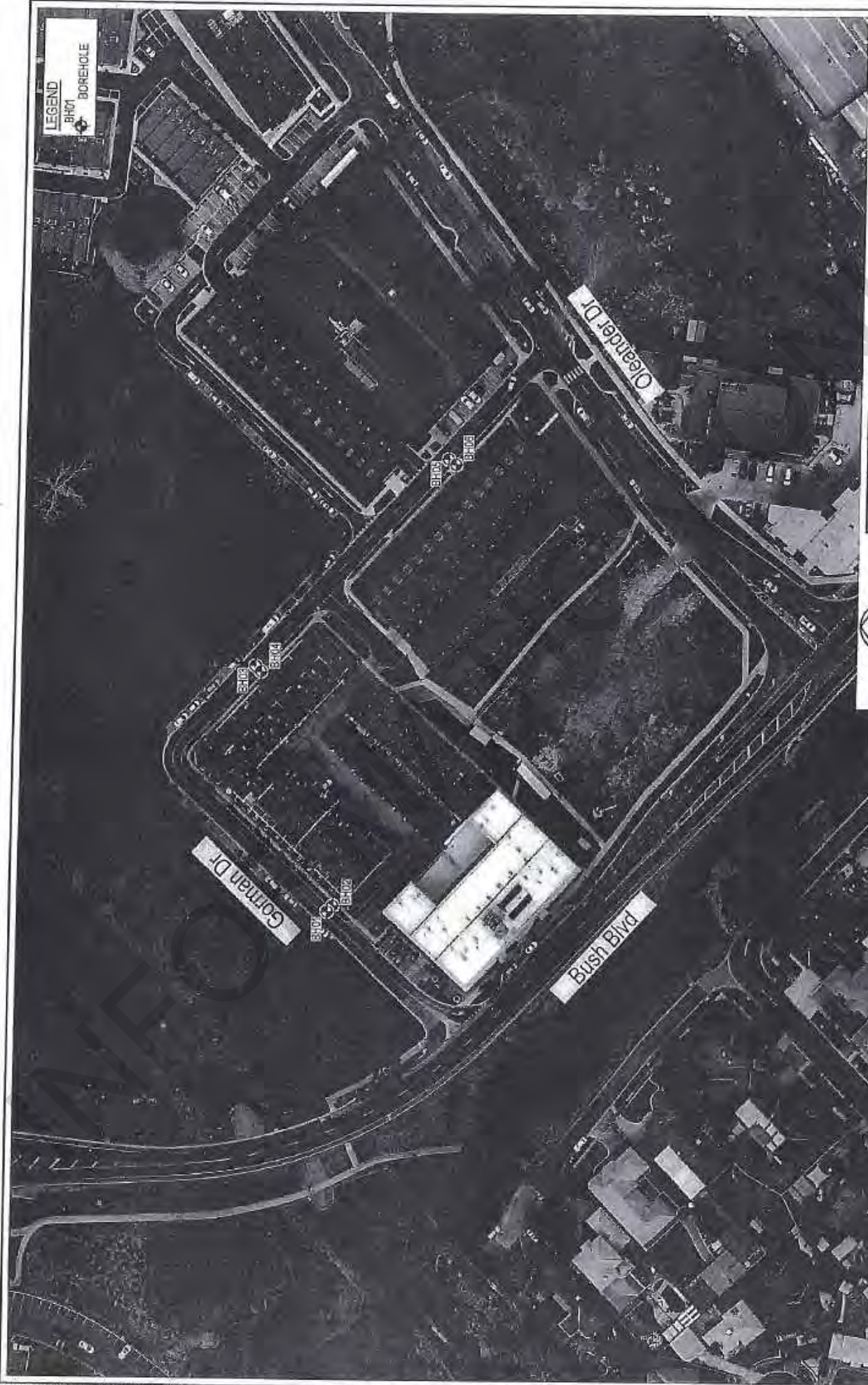
## Appendix A

1 Page

### Figures

Figure 1: Site Plan

INFORMATION ONLY



**Legend**  
BH01 BOREHOLE

**GI for Cracked Pavement**  
V162322  
Gorman Lake  
MIL Park, VA  
Dachy Subcontractors and Engineers

**Cardno**  
Supply the Future  
Cardno Mobile Pty Ltd (ABN 47 156 810 813)  
Level 4, 801 Swanton Street  
Melbourne VIC 3000  
Tel: 03 8415 7777 Fax: 03 8415 7788  
Web: www.cardno.com.au

**© Cardno Limited**  
All Rights Reserved.  
This document is prepared by Cardno Limited solely for the benefit of and use by the client in accordance with the terms of the contract. Cardno Limited does not and shall not assume any responsibility or liability whatsoever to any third party arising out of any use or reliance by any party on the content of this document.

0 20 40m  
SCALE 1:1,000 @A3

DATE	NO	DESCRIPTION
20/01/2012	01	ISSUED FOR TENDERS
20/01/2012	02	REVISED TO INCLUDE COMMENTS
20/01/2012	03	REVISED TO INCLUDE COMMENTS
20/01/2012	04	REVISED TO INCLUDE COMMENTS
20/01/2012	05	REVISED TO INCLUDE COMMENTS
20/01/2012	06	REVISED TO INCLUDE COMMENTS
20/01/2012	07	REVISED TO INCLUDE COMMENTS
20/01/2012	08	REVISED TO INCLUDE COMMENTS
20/01/2012	09	REVISED TO INCLUDE COMMENTS
20/01/2012	10	REVISED TO INCLUDE COMMENTS
20/01/2012	11	REVISED TO INCLUDE COMMENTS
20/01/2012	12	REVISED TO INCLUDE COMMENTS
20/01/2012	13	REVISED TO INCLUDE COMMENTS
20/01/2012	14	REVISED TO INCLUDE COMMENTS
20/01/2012	15	REVISED TO INCLUDE COMMENTS
20/01/2012	16	REVISED TO INCLUDE COMMENTS
20/01/2012	17	REVISED TO INCLUDE COMMENTS
20/01/2012	18	REVISED TO INCLUDE COMMENTS
20/01/2012	19	REVISED TO INCLUDE COMMENTS
20/01/2012	20	REVISED TO INCLUDE COMMENTS
20/01/2012	21	REVISED TO INCLUDE COMMENTS
20/01/2012	22	REVISED TO INCLUDE COMMENTS
20/01/2012	23	REVISED TO INCLUDE COMMENTS
20/01/2012	24	REVISED TO INCLUDE COMMENTS
20/01/2012	25	REVISED TO INCLUDE COMMENTS
20/01/2012	26	REVISED TO INCLUDE COMMENTS
20/01/2012	27	REVISED TO INCLUDE COMMENTS
20/01/2012	28	REVISED TO INCLUDE COMMENTS
20/01/2012	29	REVISED TO INCLUDE COMMENTS
20/01/2012	30	REVISED TO INCLUDE COMMENTS
20/01/2012	31	REVISED TO INCLUDE COMMENTS
20/01/2012	32	REVISED TO INCLUDE COMMENTS
20/01/2012	33	REVISED TO INCLUDE COMMENTS
20/01/2012	34	REVISED TO INCLUDE COMMENTS
20/01/2012	35	REVISED TO INCLUDE COMMENTS
20/01/2012	36	REVISED TO INCLUDE COMMENTS
20/01/2012	37	REVISED TO INCLUDE COMMENTS
20/01/2012	38	REVISED TO INCLUDE COMMENTS
20/01/2012	39	REVISED TO INCLUDE COMMENTS
20/01/2012	40	REVISED TO INCLUDE COMMENTS
20/01/2012	41	REVISED TO INCLUDE COMMENTS
20/01/2012	42	REVISED TO INCLUDE COMMENTS
20/01/2012	43	REVISED TO INCLUDE COMMENTS
20/01/2012	44	REVISED TO INCLUDE COMMENTS
20/01/2012	45	REVISED TO INCLUDE COMMENTS
20/01/2012	46	REVISED TO INCLUDE COMMENTS
20/01/2012	47	REVISED TO INCLUDE COMMENTS
20/01/2012	48	REVISED TO INCLUDE COMMENTS
20/01/2012	49	REVISED TO INCLUDE COMMENTS
20/01/2012	50	REVISED TO INCLUDE COMMENTS
20/01/2012	51	REVISED TO INCLUDE COMMENTS
20/01/2012	52	REVISED TO INCLUDE COMMENTS
20/01/2012	53	REVISED TO INCLUDE COMMENTS
20/01/2012	54	REVISED TO INCLUDE COMMENTS
20/01/2012	55	REVISED TO INCLUDE COMMENTS
20/01/2012	56	REVISED TO INCLUDE COMMENTS
20/01/2012	57	REVISED TO INCLUDE COMMENTS
20/01/2012	58	REVISED TO INCLUDE COMMENTS
20/01/2012	59	REVISED TO INCLUDE COMMENTS
20/01/2012	60	REVISED TO INCLUDE COMMENTS
20/01/2012	61	REVISED TO INCLUDE COMMENTS
20/01/2012	62	REVISED TO INCLUDE COMMENTS
20/01/2012	63	REVISED TO INCLUDE COMMENTS
20/01/2012	64	REVISED TO INCLUDE COMMENTS
20/01/2012	65	REVISED TO INCLUDE COMMENTS
20/01/2012	66	REVISED TO INCLUDE COMMENTS
20/01/2012	67	REVISED TO INCLUDE COMMENTS
20/01/2012	68	REVISED TO INCLUDE COMMENTS
20/01/2012	69	REVISED TO INCLUDE COMMENTS
20/01/2012	70	REVISED TO INCLUDE COMMENTS
20/01/2012	71	REVISED TO INCLUDE COMMENTS
20/01/2012	72	REVISED TO INCLUDE COMMENTS
20/01/2012	73	REVISED TO INCLUDE COMMENTS
20/01/2012	74	REVISED TO INCLUDE COMMENTS
20/01/2012	75	REVISED TO INCLUDE COMMENTS
20/01/2012	76	REVISED TO INCLUDE COMMENTS
20/01/2012	77	REVISED TO INCLUDE COMMENTS
20/01/2012	78	REVISED TO INCLUDE COMMENTS
20/01/2012	79	REVISED TO INCLUDE COMMENTS
20/01/2012	80	REVISED TO INCLUDE COMMENTS
20/01/2012	81	REVISED TO INCLUDE COMMENTS
20/01/2012	82	REVISED TO INCLUDE COMMENTS
20/01/2012	83	REVISED TO INCLUDE COMMENTS
20/01/2012	84	REVISED TO INCLUDE COMMENTS
20/01/2012	85	REVISED TO INCLUDE COMMENTS
20/01/2012	86	REVISED TO INCLUDE COMMENTS
20/01/2012	87	REVISED TO INCLUDE COMMENTS
20/01/2012	88	REVISED TO INCLUDE COMMENTS
20/01/2012	89	REVISED TO INCLUDE COMMENTS
20/01/2012	90	REVISED TO INCLUDE COMMENTS
20/01/2012	91	REVISED TO INCLUDE COMMENTS
20/01/2012	92	REVISED TO INCLUDE COMMENTS
20/01/2012	93	REVISED TO INCLUDE COMMENTS
20/01/2012	94	REVISED TO INCLUDE COMMENTS
20/01/2012	95	REVISED TO INCLUDE COMMENTS
20/01/2012	96	REVISED TO INCLUDE COMMENTS
20/01/2012	97	REVISED TO INCLUDE COMMENTS
20/01/2012	98	REVISED TO INCLUDE COMMENTS
20/01/2012	99	REVISED TO INCLUDE COMMENTS
20/01/2012	100	REVISED TO INCLUDE COMMENTS

## Appendix B

8 Pages

### Bore Records

BH1-BH06

Unified Classification System

INFORMATION ONLY

**Project:** GI for Cracked Pavement

**Position:** 55H E: 330356

**Date Drilled:** 23/01/2019

**Location:** Gorman Dr, Mill park

N: 5830968

**Drill Rig:** Cardno 6WD Landruiser

**Surface Level:** GL

**Drilling Method:** Solid Flight Auger

**Job No.:** V181822

**Stickup:** N/A

**Inclination:** Vertical

**Logged/Checked:** KV / JK

Depth (m)	Description of Strata	Graphic Log	Depth (m)	Sample	In Situ Testing	Dynamic Cone Penetrometer blows/100mm				
						0	5	10	15	20
0.0	ASPHALT		0.0							
	FILL, Gravelly SILT (ML) fine to medium sub-angular gravels, grey, loose, moist to slightly moist, (Crushed rock)			0.05/D						
				0.20/D						
0.2	FILL, Gravelly SILT (ML) fine sub-angular gravels, pale grey, dense, slightly moist, (Crushed rock)		0.2							
				0.30/D						
				0.40-1.0/BS						
0.4	Silty CLAY (CH) high plasticity, slightly fissured, pale grey to grey, stiff, moist, dry of plastic limit to moist, near plastic limit, (Residual soil)		0.4		PP=200					
				0.50/D						
0.6			0.6							
0.8			0.8							
1.0			1.0	1.00/D	PP=200					
1.2			1.2							
1.4	Calcareous, pale grey and dark grey		1.4							
	Becoming grey to dark grey, stiff to very stiff			1.50/D	PP=250					
1.6			1.6							
	With basalt gravels, auger grinding			1.70/D						
1.8	End of hole due to refusal on basalt bedrock or boulder		1.8							

**Key:**

For explanation of abbreviations and symbols, refer to Cardno UCS or Rock Notes

**Notes:**

 DCP testing conducted in accordance with AS1289 6.3.2  
 Drilled in the pavement

**Groundwater Observations:**

Groundwater not encountered during drilling

**Project:** GI for Cracked Pavement

**Position:** 55H E: 330357

**Date Drilled:** 23/01/2019

**Location:** Gorman Dr, Mill park

N: 5830967

**Drill Rig:**
**Surface Level:** GL




**Drilling Method:** Hand Auger

**Stickup:** N/A

**Job No.:** V181822

**Inclination:** Vertical

**Logged/Checked:** KV / JK

Depth (m)	Description of Strata	Graphic Log	Depth (m)	Sample	In Situ Testing	Remarks
0.0	WOOD AND ROOTS		0.0			
	FILL, Sandy Clayey SILT (ML) low plasticity, brown grey, soft to hard					
0.2			0.2			
	Silty CLAY (CH) high plasticity, nil fissured, grey to dark grey, stiff to very stiff, moist, dry of plastic limit to moist, near plastic limit, (Residual soil)					
0.4			0.4			
				0.50/D		
0.6			0.6			
0.8			0.8			
				0.90/D		
	Refusal to hand auger					

**Key:**

For explanation of abbreviations and symbols, refer to Cardno UCS or Rock Notes

**Notes:**

4.3m from BH01 in the nature strip

**Groundwater Observations:**

Groundwater not encountered during drilling

**Project:** GI for Cracked Pavement

**Position:** 55H E: 330427

**Date Drilled:** 23/01/2019

**Location:** Gorman Dr, Mill park

N: 5830990

**Drill Rig:** Cardno 6WD Landruiser

**Surface Level:** GL

**Drilling Method:** Solid Flight Auger

**Job No.:** V181822

**Stickup:** N/A

**Inclination:** Vertical

**Logged/Checked:** KV / JK

Depth (m)	Description of Strata	Graphic Log	Depth (m)	Sample	In Situ Testing	Dynamic Cone Penetrometer blows/100mm				
						0	5	10	15	20
0.0	ASPHALT		0.0							
	FILL, Gravelly SILT (ML) fine to medium sub-angular gravels, grey, loose, moist to slightly moist, (Crushed rock)									
0.2	FILL, Gravelly SILT (ML) fine sub-angular gravels, dense, slightly moist, (Crushed rock)		0.2							
0.4			0.4							
	Silty CLAY (CH) high plasticity, dark grey with green grey, soft to stiff, moist, near plastic limit, Organic odours (inferred natural)			0.50/D	PP=200					
0.6			0.6	0.60-1.4/BS						
0.8			0.8							
1.0			1.0	1.00/D	PP=200					
1.2			1.2							
1.4			1.4							
	Becoming stiff and light brown grey to dark grey			1.50/D	PP=250					
1.6			1.6							
1.8	Gravelly Silty CLAY (CH) high plasticity, brown and brown grey, stiff to very stiff, moist, near plastic limit to moist, dry of plastic limit, (Extremely weathered material)		1.8	1.80/D						
	End of hole due to refusal on basalt bedrock or boulder									

**Key:**

For explanation of abbreviations and symbols, refer to Cardno UCS or Rock Notes

**Notes:**

DCP testing conducted in accordance with AS1289 5.3.2 Drilled in the pavement

**Groundwater Observations:**

Groundwater not encountered during drilling



# Borehole Record: BH04

**Project:** GI for Cracked Pavement

**Position:** 55H E: 330426

**Date Drilled:** 23/01/2019

**Location:** Gorman Dr, Mill park

N: 5830989

**Drill Rig:**

**Surface Level:** GL

**Drilling Method:** Hand Auger

**Stickup:** N/A

**Job No.:** V181822

**Inclination:** Vertical

**Logged/Checked:** KV / JK

Depth (m)	Description of Strata	Graphic Log	Depth (m)	Sample	In Situ Testing	Remarks
0.0	WOOD AND ROOTS		0.0			
0.2	FILL, Sandy Gravelly SILT (ML) brown grey, firm to hard, dry		0.2			
0.4	Refusal to handauger		0.4			

**Key:**

For explanation of abbreviations and symbols, refer to Cardno UCS or Rock Notes

**Notes:**

4m from BH03 in the nature strip

**Groundwater Observations:**

Groundwater not encountered during drilling

**Project:** GI for Cracked Pavement

**Position:** 55H E: 330487

**Date Drilled:** 23/01/2019

**Location:** Gorman Dr, Mill park

N: 5830935

**Drill Rig:** Cardno 6WD Landruiser

**Surface Level:** GL

**Drilling Method:** Solid Flight Auger

**Job No.:** V181822

**Stickup:** N/A

**Inclination:** Vertical

**Logged/Checked:** KV / JK

Depth (m)	Description of Strata	Graphic Log	Depth (m)	Sample	In Situ Testing	Dynamic Cone Penetrometer blows/100mm				
						0	5	10	15	20
0.0	ASPHALT		0.0	0.05/D						
0.2	FILL, Gravelly SILT (ML) grey, medium dense, Gravelly silt, fine to medium gravels, base, (Crushed rock)		0.2	0.25/D						
0.4	FILL, Gravelly Sandy SILT (ML) low plasticity, granular, orange brown, stiff, moist, dry of plastic limit		0.4	0.55/D						
1.0	FILL, Gravelly Sandy SILT (ML) low plasticity, red brown and purple brown, stiff to very stiff, moist, near plastic limit, Extremely weathered siltstone, ((Possible select sub-base))		1.0	1.00/D	PP=200					
1.2	FILL, Silty CLAY (CH) high plasticity, dark red brown, stiff, moist, near plastic limit, Fine gravel, bands of orange brown silty sand layers		1.2							
1.5			1.5	1.50/D	PP=200					
1.8	Silty CLAY (CH) high plasticity, slightly fissured, grey and pale grey, stiff to very stiff, moist, dry of plastic limit, (Residual soil)		1.8	1.70-2.7/BS						
2.0			2.0	2.00/D	PP=500					
2.2			2.2							
2.4			2.4							

**Key:**

For explanation of abbreviations and symbols, refer to Cardno UCS or Rock Notes

**Notes:**

 DCP testing conducted in accordance with AS1289 6.3.2  
 Drilled in the pavement

**Groundwater Observations:**

Groundwater not encountered during drilling

(Continued Next Page)

**Project:** GI for Cracked Pavement

**Position:** 55H E: 330487

**Date Drilled:** 23/01/2019

**Location:** Gorman Dr, Mill park

N: 5830935

**Drill Rig:** Cardno 8WD Landruler

**Surface Level:** GL


**Drilling Method:** Solid Flight Auger

**Stickup:** N/A

**Job No.:** V181822

**Inclination:** Vertical

**Logged/Checked:** KV / JK

Depth (m)	Description of Strata	Graphic Log	Depth (m)	Sample	In Situ Testing	Dynamic Cone Penetrometer blows/100mm				
						0	5	10	15	20
2.6	Silty CLAY (CH) high plasticity, slightly fissured, grey and pale grey, stiff to very stiff, moist, dry of plastic limit, (Residual soil) <i>(continued)</i>		2.6	2.50(D)	FF#300					
	End of borehole at target depth									

**Key:**

For explanation of abbreviations and symbols, refer to Cardno UCS or Rock Notes

**Notes:**

 DCP testing conducted in accordance with AS1289 6.3.2  
 Drilled in the pavement

**Groundwater Observations:**

Groundwater not encountered during drilling

**Project:** GI for Cracked Pavement

**Position:** 55H E: 330486

**Date Drilled:** 23/01/2019

**Location:** Gorman Dr, Mill park

N: 5830934

**Drill Rig:**
**Surface Level:** GL


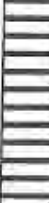

**Drilling Method:** Hand Auger

**Stickup:** N/A

**Job No.:** V181822

**Inclination:** Vertical

**Logged/Checked:** KV / JK

Depth (m)	Description of Strata	Graphic Log	Depth (m)	Sample	In Situ Testing	Remarks
0.0	TOPSOIL/GRASSMAT		0.0			
0.2	FILL, Gravelly Sandy CLAY (CL) low plasticity, orange brown and grey, very stiff to hard, dry		0.2			
0.4			0.4			
	Refusal to handauger		0.50m			

**Key:**

For explanation of abbreviations and symbols, refer to Cardno UCS or Rock Notes

**Notes:**

4 m from BH05 in the nature strip

**Groundwater Observations:**

Groundwater not encountered during drilling

**PARTICLE SIZES**

TERM	SIZE (mm)
BOULDER	>200
COBBLE	60 to 200
GRAVEL	
Coarse	20 to 60
Medium	6 to 20
Fine	2 to 6
SAND	
Coarse	0.6 to 2
Medium	0.2 to 0.6
Fine	0.06 to 0.2
SILT	0.002 to 0.06
CLAY	< 0.002

**COHESIVE SOILS**

TERM	UNDRAINED SHEAR STRENGTH (kPa)
Very Soft	0 to 12.5
Soft	12.5 to 25
Firm	25 to 50
Stiff	50 to 100
Very Stiff	100 to 200
Hard	≥ 200

**COHESIONLESS SOILS**

TERM	'N' (SPT) VALUE (blows / 300mm)	RELATIVE DENSITY (%)	ANGLE SHEAR RESISTANCE (degrees)
Very Loose	0 to 4	< 15	25 to 30
Loose	4 to 10	15 to 35	27 to 32
Medium Dense	10 to 30	35 to 65	30 to 35
Dense	30 to 50	65 to 85	35 to 40
Very Dense	> 50	≥ 85	38 to 43

**STRUCTURE**

TERM	SIZE OF BLOCKS (mm)
Blocky	> 60
Cloddy	20 to 60
Nutty	6 to 20
Granular	0.6 to 6
Prismatic	Stated
Shattered	< 10

**SAMPLES**

- BS = Bulk sample
- D = Disturbed sample
- U<sub>(n)</sub> = Undisturbed tube sample ('n' denotes internal dia in mm)
- U<sub>(r)</sub> = Undisturbed tube recovery
- U<sub>(nr)</sub> = Undisturbed tube non-recovery
- SFT = SFT Disturbed sample

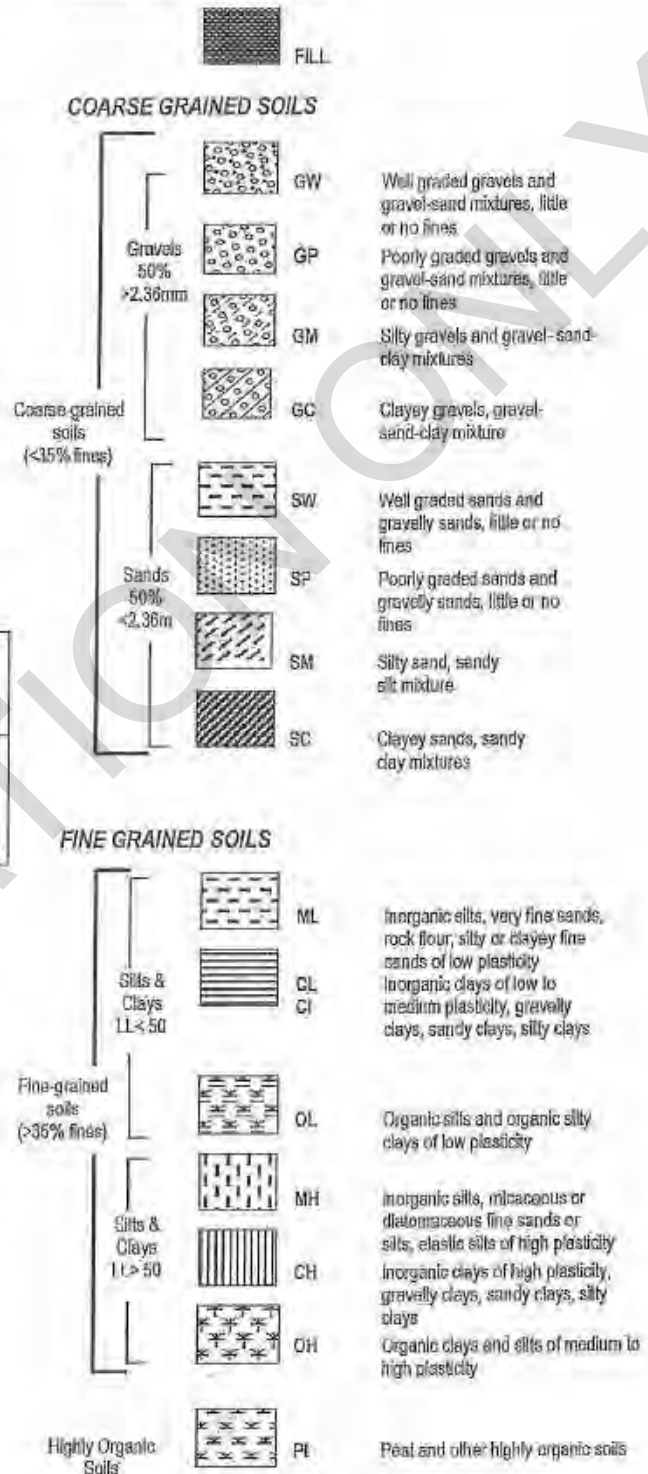
**GROUNDWATER**

- GW = Groundwater depth (m) or level (RL)
- bgl = Below ground level
- swl = Standing water level

**FIELD TESTS**

- W = Field permeability test
- P = Pressuremeter test
- ID = In situ density test
- SPT(N) = Standard Penetrometer Test (blows per 300 mm) (63.5 kg hammer dropped 760mm)
- PP = Pocket Penetrometer (kPa)
- DCP = Dynamic Cone Penetrometer Test

**IDENTIFICATION OF SOILS**



**MINOR COMPONENTS**

**Coarse Grained Soils:**  
Trace: <5% fines  
With: >6% and <12% fines  
Prefix 'Silty/Clayey': >12% fines  
**% necessary coarse fraction**  
Trace: <15% sand/gravel  
With: >15% and <30% sand/gravel  
Prefix 'Sandy/Gravelly': >30% sand/gravel

**Fine Grained Soils:**  
Trace: <15% sand/gravel  
With: >15% and <30% sand/gravel  
Prefix 'Sandy/Gravelly': >30% sand/gravel

## Appendix C

5 Pages

### **Geotechnical Laboratory Testing Results**

Moisture Content

Moisture Density Relationship

## MOISTURE CONTENT REPORT



<b>Client:</b> Melcorp Strata <b>Client Address:</b> , <b>Project:</b> GI for Cracked Pavement <b>Location:</b> Goman Drive, Mill Park, VIC <b>Supplied To:</b> n/a <b>Area Description:</b>	<b>Report Number:</b> 3145/R/1690-1 <b>Project Number:</b> 3145/PM22 <b>Lot Number:</b> <b>Internal Test Request:</b> 3145/T/553 <b>Client Reference/s:</b> V181822 <b>Report Date / Page:</b> 14/03/2019 <span style="float: right;">Page 1 of 2</span>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Test Procedures:</b>	AS1289.2.1.1
-------------------------	--------------

Sample Number	3145/S/11164	3145/S/11165	3145/S/11166	3145/S/11167
ID / Client ID	V181822	V181822	V181822	V181822
Lot Number	-	-	-	-
Date / Time Sampled	23/01/2019	23/01/2019	23/01/2019	23/01/2019
Sampling Method	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3
Date Tested	19/02/2019	19/02/2019	19/02/2019	19/02/2019
Material Source	Disturbed	Disturbed	Disturbed	Disturbed
Material Type	In situ	In situ	In situ	In situ
Borehole	BH01	BH01	BH01	BH01
Depth	0.5	1.0	1.5	1.7
<b>Moisture Content (%)</b>	<b>29.1</b>	<b>28.7</b>	<b>31.9</b>	<b>29.6</b>
<b>Sample Description</b>	Silty CLAY pale grey to grey	Silty CLAY pale grey to grey	Silty CLAY pale grey to grey	Silty CLAY pale grey to grey

Sample Number	3145/S/11168	3145/S/11169	3145/S/11170	3145/S/11171
ID / Client ID	V181822	V181822	V181822	V181822
Lot Number	-	-	-	-
Date / Time Sampled	23/01/2019	23/01/2019	23/01/2019	23/01/2019
Sampling Method	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3
Date Tested	19/02/2019	21/02/2019	19/02/2019	19/02/2019
Material Source	Disturbed	Disturbed	Disturbed	Disturbed
Material Type	In situ	In situ	In situ	In situ
Borehole	BH03	BH03	BH03	BH03
Depth	0.5	1.0	1.5	1.8
<b>Moisture Content (%)</b>	<b>27.2</b>	<b>29.6</b>	<b>31.1</b>	<b>24.0</b>
<b>Sample Description</b>	Silty CLAY dark grey with green grey	Silty CLAY dark grey with green grey	Silty CLAY dark grey with green grey	Silty CLAY light brown grey to dark grey

Remarks

 <p style="text-align: center; font-size: small;">The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards. Accredited for compliance with ISO/IEC 17025 - Testing</p> <p>Accreditation Number: 3145</p>	 <p style="text-align: center;">Approved Signatory: Darryl Patner Form ID: W95Rep Rev 1</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## MOISTURE CONTENT REPORT

<b>Client:</b> Melcorp Strata <b>Client Address:</b> . <b>Project:</b> GI for Cracked Pavement <b>Location:</b> Gorman Drive, Mill Park, VIC <b>Supplied To:</b> n/a <b>Area Description:</b>	<b>Report Number:</b> 3145/R/1890-1 <b>Project Number:</b> 3145/P/422 <b>Lot Number:</b> <b>Internal Test Request:</b> 3145/T/553 <b>Client Reference/s:</b> V181822 <b>Report Date / Page:</b> 14/03/2019 <span style="float: right;">Page 2 of 2</span>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Test Procedures:</b>	AS1289.2.1.1
-------------------------	--------------

Sample Number	3145/S/11173	3145/S/11174	3145/S/11175	3145/S/11176
ID / Client ID	V181822	V181822	V181822	V181822
Lot Number	-	-	-	-
Date / Time Sampled	23/01/2019	23/01/2019	23/01/2019	23/01/2019
Sampling Method	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.3
Date Tested	19/02/2019	19/02/2019	19/02/2019	19/02/2019
Material Source	Disturbed	Disturbed	Disturbed	Disturbed
Material Type	Insitu	Insitu	Insitu	Insitu
Borehole	BH05	BH05	BH05	BH05
Depth	0.5	1.0	1.5	2.0
<b>Moisture Content (%)</b>	<b>10.6</b>	<b>13.5</b>	<b>22.1</b>	<b>52.5</b>
<b>Sample Description</b>	Sandy gravelly SILT orange brown	Gravelly sandy SILT red brown & purple brown	Silty CLAY dark red brown	Silty CLAY grey & pale grey

Sample Number	3145/S/11177	3145/S/11178	3145/S/11179	3145/S/11180
ID / Client ID	V181822	V181822	V181822	V181822
Lot Number	-	-	-	-
Date / Time Sampled	23/01/2019	23/01/2019	23/01/2019	23/01/2019
Sampling Method	AS1289.1.2.1 Cl 6.5.3	AS1289.1.2.1 Cl 6.5.2	AS1289.1.2.1 Cl 6.5.2	AS1289.1.2.1 Cl 6.5.2
Date Tested	19/02/2019	19/02/2019	19/02/2019	19/02/2019
Material Source	Disturbed	Disturbed	Disturbed	Disturbed
Material Type	Insitu	Insitu	Insitu	Insitu
Borehole	BH05	BH02	BH02	BH06
Depth	2.5	0.5	0.9	0.5
<b>Moisture Content (%)</b>	<b>51.0</b>	<b>25.9</b>	<b>32.6</b>	<b>17.2</b>
<b>Sample Description</b>	Silty CLAY grey & pale grey	Silty CLAY gray to dark grey	Silty CLAY grey to dark grey	Sandy gravelly CLAY orange brown & grey

Remarks



The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards.  
 Accredited for compliance with ISO/IEC 17025 - Testing

Accreditation Number: 3145

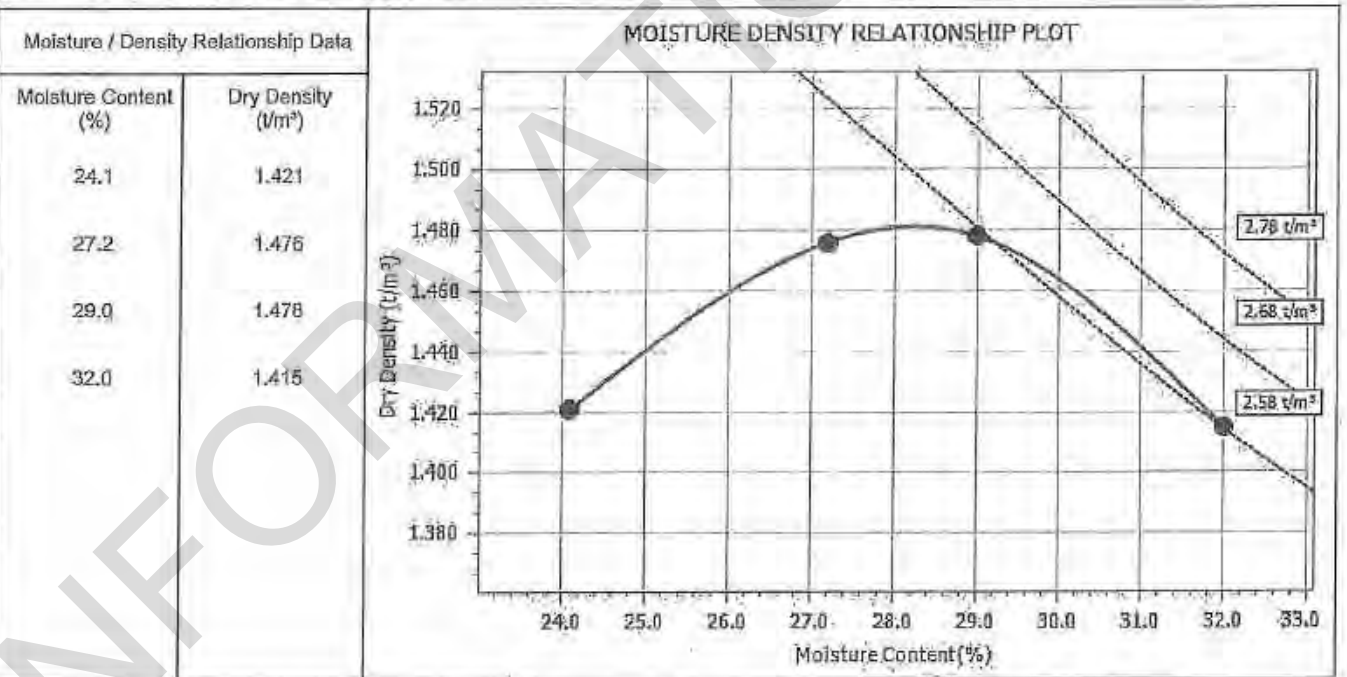


Approved Signatory: Darryl Palmer  
 Form ID: W95Rep Rev 1

## MOISTURE DENSITY RELATIONSHIP REPORT



Client: Melcorp Strata	Report Number: 3145/R/1691-1
Client Address:	Project Number: 3145/PI422
Project: GI for Cracked Pavement	Lot Number:
Location: Gorman Drive, Mill Park, VIC	Internal Test Request: 3145/T/553
Supplied To: n/a	Client Reference/s: V161822
Area Description:	Report Date / Page: 4/04/2019 Page 1 of 3

Test Procedures: AS1289.5.1.1, AS1289.2.1.1	Sample Location
Sample Number: 3145/S/11163	Borehole: BH01
Sampling Method: AS1289.1.2.1 Cl 6.6.3	Depth: 0.4-1.0
Date Sampled: 23/01/2019	
Sampled By: JK	
Date Tested: 6/03/2019	Compactive Effort: Standard
Material Source: Disturbed	Fraction Tested (mm): < 19.0mm
Material Type: Insitu	Percent Oversize (%): 0.0
Liquid Limit Method: n/a	Total Curing Time (hrs): n/a
Material Description: Silty CLAY pale grey to grey	



Maximum Dry Density (t/m <sup>3</sup> ):	1.48	Optimum Moisture Content (%):	28.5
------------------------------------------	------	-------------------------------	------

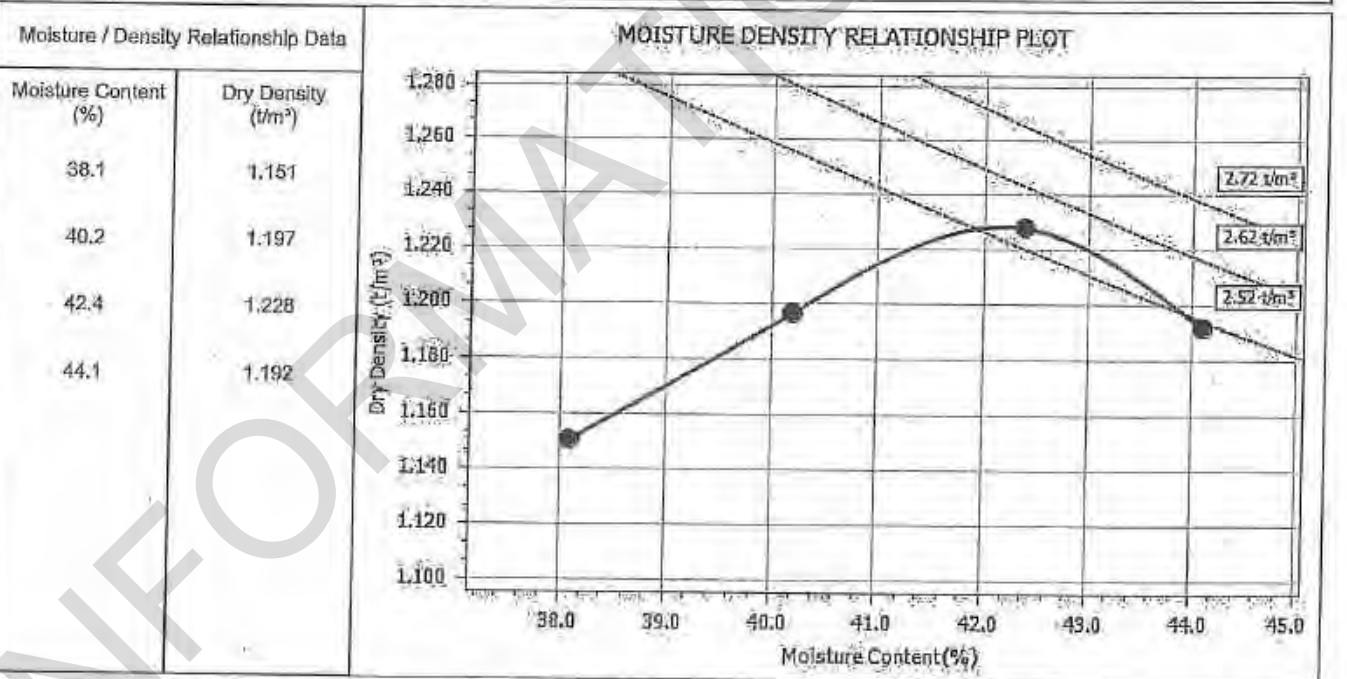
Remarks

	The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards. Accredited for compliance with ISO/IEC 17025 - Testing		
	Accreditation Number:	3145	

## MOISTURE DENSITY RELATIONSHIP REPORT

<b>Client:</b> Melcorp Strata <b>Client Address:</b> , <b>Project:</b> GI for Cracked Pavement <b>Location:</b> Gorman Drive, Mill Park, VIC <b>Supplied To:</b> n/a <b>Area Description:</b>	<b>Report Number:</b> 3145/R/1691-1 <b>Project Number:</b> 3145/P/422 <b>Lot Number:</b> <b>Internal Test Request:</b> 3145/T/553 <b>Client Reference/s:</b> V181822 <b>Report Date / Page:</b> 4/04/2019 <span style="float: right;">Page 2 of 3</span>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Test Procedures</b> AS1289.5.1.1, AS1289.2.1.1 <b>Sample Number</b> 3145/S/11172 <b>Sampling Method</b> AS1289.1.2.1 Cl 6.5.3 <b>Date Sampled</b> 23/01/2019 <b>Sampled By</b> JK <b>Date Tested</b> 13/03/2019 <b>Material Source</b> Disturbed <b>Material Type</b> Insitu <b>Liquid Limit Method</b> n/a <b>Material Description</b> Silty GLAY grey & pale grey	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Sample Location</th> </tr> <tr> <td style="width: 50%;">Borehole</td> <td style="width: 50%;">BH05</td> </tr> <tr> <td>Depth</td> <td>1.7-2.7</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Compactive Effort</td> <td>Standard</td> </tr> <tr> <td>Fraction Tested (mm)</td> <td>&lt; 19.0mm</td> </tr> <tr> <td>Percent Oversize (%)</td> <td>0.0</td> </tr> <tr> <td>Total Curing Time (hrs)</td> <td>n/a</td> </tr> </table>	Sample Location		Borehole	BH05	Depth	1.7-2.7			Compactive Effort	Standard	Fraction Tested (mm)	< 19.0mm	Percent Oversize (%)	0.0	Total Curing Time (hrs)	n/a
Sample Location																	
Borehole	BH05																
Depth	1.7-2.7																
Compactive Effort	Standard																
Fraction Tested (mm)	< 19.0mm																
Percent Oversize (%)	0.0																
Total Curing Time (hrs)	n/a																



<b>Maximum Dry Density (t/m<sup>3</sup>):</b> 1.23	<b>Optimum Moisture Content (%):</b> 42.0
----------------------------------------------------	-------------------------------------------

Remarks



The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards.  
 Accredited for compliance with ISO/IEC 17025 - Testing

Accreditation Number: 3145

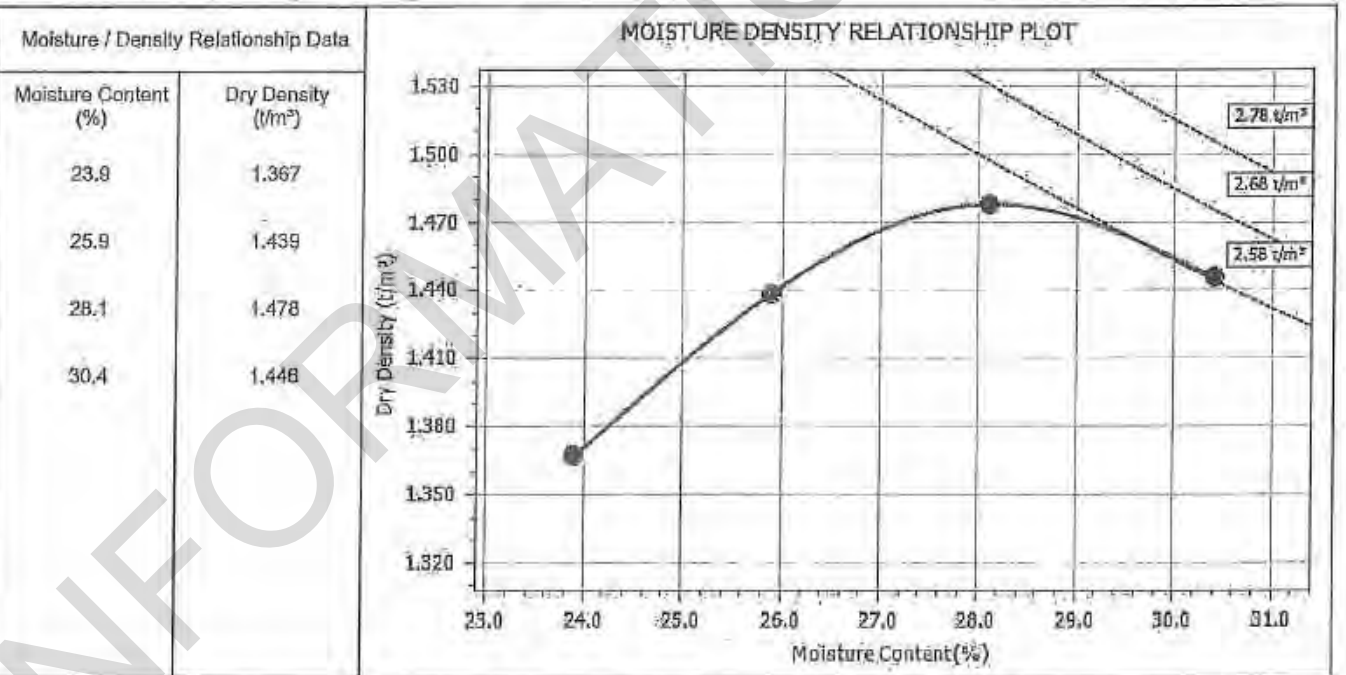


Approved Signatory: Darryl Paither  
 Form ID: W4Rep Rev2

## MOISTURE DENSITY RELATIONSHIP REPORT

<b>Client:</b> Melcorp Strata <b>Client Address:</b> . <b>Project:</b> GI for Cracked Pavement <b>Location:</b> Gorman Drive, Mill Park, VIC <b>Supplied To:</b> n/a <b>Area Description:</b>	<b>Report Number:</b> 3145/R/1891-1 <b>Project Number:</b> 3145/P/422 <b>Lot Number:</b> <b>Internal Test Request:</b> 3145/I/553 <b>Client Reference/s:</b> V181822 <b>Report Date / Page:</b> 4/04/2019 <span style="float: right;">Page 3 of 3</span>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Test Procedures</b> AS1289.5.1.1, AS1289.2.1.1 <b>Sample Number</b> 3145/S/11221 <b>Sampling Method</b> AS1289.1.2.1 Cl 6.5.3 <b>Date Sampled</b> 23/01/2019 <b>Sampled By</b> Kaandeepan Vinayagamorthy <b>Date Tested</b> 13/03/2019 <b>Material Source</b> Bulk Sample <b>Material Type</b> Insitu <b>Liquid Limit Method</b> n/a	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Sample Location</th> </tr> <tr> <td style="width: 50%;">Borehole</td> <td>BH03</td> </tr> <tr> <td>Depth</td> <td>0.6-1.4</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Compactive Effort</td> <td>Standard</td> </tr> <tr> <td>Fraction Tested (mm)</td> <td>&lt; 19.0mm</td> </tr> <tr> <td>Percent Oversize (%)</td> <td>0.0</td> </tr> <tr> <td>Total Curing Time (hrs)</td> <td>n/a</td> </tr> </table>	Sample Location		Borehole	BH03	Depth	0.6-1.4			Compactive Effort	Standard	Fraction Tested (mm)	< 19.0mm	Percent Oversize (%)	0.0	Total Curing Time (hrs)	n/a
Sample Location																	
Borehole	BH03																
Depth	0.6-1.4																
Compactive Effort	Standard																
Fraction Tested (mm)	< 19.0mm																
Percent Oversize (%)	0.0																
Total Curing Time (hrs)	n/a																
<b>Material Description</b> Silty CLAY dark grey with green grey																	



<b>Maximum Dry Density (t/m<sup>3</sup>):</b> 1.48	<b>Optimum Moisture Content (%):</b> 28.0
----------------------------------------------------	-------------------------------------------

Remarks

	<p style="text-align: center; font-size: small;">The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/National standards.          Accredited for compliance with ISO/IEC 17025 - Testing</p>	 Approved Signatory: Darryl Pather Form ID: W4Reg Rev2
Accreditation Number: 3145		

**Appendix D**  
1 Page

**Limitations of the Report**

INFORMATION ONLY

## LIMITATIONS OF GEOTECHNICAL REPORTS

The purpose of this report is to provide a geotechnical assessment of the sites examined. The information provided herein will reduce the exposure to risks, but no geotechnical assessment can eliminate them. Nonetheless, even a rigorous assessment may fail to detect all of the geotechnical conditions on a site. Site variations may have occurred in areas not investigated or sampled.

This geotechnical report should not be used when the nature of the proposed site usage changes, when the size, layout, or location of the development is modified, when the site ownership changes nor should it be applied to a nearby area. No environmental assessment has been undertaken nor is implied.

This site geotechnical assessment identifies actual subsurface conditions where the samples were taken and at the time they were taken. Any soil tests completed, were carried out in Cardno's NATA accredited soil laboratory. Geotechnical engineers then interpreted the laboratory results and field data and rendered an opinion about the overall subsurface conditions, including the soil type, extent of the soil layers, and their likely impact on the proposed development, with a discussion of the implications considered likely. The actual conditions may differ from the inferred conditions, as no person (no matter how qualified) or even the most detailed subsurface investigation can predict with confidence what may be hidden by soil or water or may have altered with time. Often the interface between different geotechnical areas may be more abrupt or gradual than anticipated. The actual conditions in an area may differ from those predicted.

Site assessments are limited by time, and natural processes such as erosion, or mankind altering the ground conditions, including the site levels or filled areas, may affect a site assessment. This geotechnical assessment is prepared in response to a client's specific requirements. No person other than the client should apply the report without first conferring with Cardno.

Costly problems can occur if the report is misinterpreted. To avoid these problems, Cardno should be retained to work with the appropriate design professionals and to review the adequacy of their plans and specifications relative to the geotechnical matters.

This report should only be reproduced in its entirety. Reproduction of borehole or testpit logs alone without the entire report should not be permitted. Redrafting of the borehole or testpit logs for inclusion in drawings or other reports should not be allowed as errors in the drafting can occur. It is recommended that the report be made available in entirety to persons and organisations involved in the project such as contractors. Simply disclaiming responsibility for the accuracy of the subsurface or geotechnical information does not insulate the organisation from liability. The more information a contractor has available to him, the better able he is to avoid costly construction problems and costly adversarial situations.

Finally, geotechnical reports are based extensively on opinion and judgment and are less exact than other sciences. The report may contain a number of explanatory clauses or limitations on the results to inform the client about the restrictions of the report. These clauses are not meant to be exculpatory clauses to foist liability onto another person, but to identify where Cardno's and the client's responsibilities start and finish. Their use is to clarify where individual responsibilities lie and to allow the individual to take appropriate actions.

## Gino Marinaro

---

**From:** Davin Slade <Davin.Slade@cardno.com.au>  
**Sent:** Tuesday, 16 April 2019 2:20 PM  
**To:** Gino Marinaro; Kaandeepan Vinayagamoorthy  
**Subject:** RE: V181822 - Geotechnical Investigation for Cracked pavement - Gorman Drive, Mill Park

Gino,

It is considered that the presence of the trees in close proximity to the road is the major contributor to the cracking. Reactive soils are ubiquitous to the area and the pavements are usually designed for this reactivity. However, the trees exacerbate the reactivity.

The selection of the individual tree type is not considered to be a major factor as most trees in their growth phase would result in similar issues.

While drainage may also be a contributor it is not considered to be as big a contributor as the presence of the trees.





Regards

Davin Slade  
PRINCIPAL GEOTECHNICAL ENGINEER  
CARDNO



Phone +61 3 8415 7777 Fax +61 3 8415 7788 Direct +61 3 9831 6108 Mobile +61 427 578 525  
Address Level 4, 501 Swanston Street, Melbourne, Victoria 3000 Australia

Email [davin.slade@cardno.com.au](mailto:davin.slade@cardno.com.au) Web [www.cardno.com](http://www.cardno.com)

CONNECT WITH CARDNO    

Cardno's management systems are certified to ISO9001 (quality) and AS4801/OHSAS18001 (occupational health and safety)

This email and its attachments may contain confidential and/or privileged information for the sole use of the intended recipient(s). All electronically supplied data must be checked against an applicable hardcopy version which shall be the only document which Cardno warrants accuracy. If you are not the intended recipient, any use, distribution or copying of the information contained in this email and its attachments is strictly prohibited. If you have received this email in error, please email the sender by replying to this message and immediately delete and destroy any copies of this email and any attachments. The views or opinions expressed are the author's own and may not reflect the views or opinions of Cardno.

1175

---

**APPENDIX G:**

**IRWIN REPORT**

---

1180

Refer to the following copy of the report prepared by Irwin Structures dated 6<sup>th</sup> May 2020.

1185

1190

1195

1200

1205

1210

1215

1220

INFORMATION ONLY



**IRWIN  
STRUCTURES**  
FORENSIC  
ENGINEERS

21 Church Street  
Port Melbourne VIC 3207  
t 03 9676 9502  
m 0417 367 486  
e pi@irwinstructures.com.au  
Irwin Structures Pty Ltd ABN 14118476930

## STRUCTURAL ENGINEERING REPORT



<b>Site</b>	Gorman Drive, Mill Park
<b>Brief</b>	Investigate Road Pavement Cracking
<b>Reference</b>	20007 R1
<b>Inspection Date</b>	1 May 2020
<b>Report Date</b>	6 May 2020
<b>Client</b>	Melcorp Strata
<b>Author</b>	Patrick Irwin B.ENG(CIVIL), F.I.E.AUST, CP ENG, RBP EC 1619

## Summary

*The road pavement damage is being caused by the trees as described by Cardno. The fundamental issue is that the width of the nature strip, flush kerb, direction of drainage off the road pavement, type and scale of tree are incompatible. Other than simple removal of all trees there is not one effective, expedient method of long term reactivation. A range of alternatives are described in the recommendation section at the back of the report.*

## 1 Introduction

- 1.1 This is an restricted investigation of deterioration of the road pavement of Gorman Drive, Mill Park between Bush Boulevard and Albany Road. I have been asked to investigation causation and make recommendations.
- 1.2 The information basis of the investigation is that publicly available, documentation provided discussed below and a walk around inspection. No intrusive or non destructive testing was attempted.

## 2 Description & Background

- 2.1 The photo at right was provided with my our brief. The pavement appears to be a conventionally residential street vehicular pavement. Typically this would involve a prepared natural sub-grade, sub-base of crushed rock and hot rolled bitumen top coat.
- 2.2 The flush kerb also appears to be conventional. Typically this would be unreinforced concrete, about 300mm deep.
- 2.3 Again, assuming conventional works the nature strip would be turf upon natural ground and the footpath beyond reinforced concrete on a crushed rock sub-base.



### 3 Information Reviewed

I was provided with or obtained the following information potentially relevant.

- 3.1 The Victorian **geological survey** map for the area (Yan Yean region) shows newer volcanic clay foundation material. This usually leads to highly reactive foundation conditions. Individual sites may vary, particularly if they have been filled or have shallow rock. The reactivity means that shrinkage and swelling due to changes in foundation moisture content is typical behaviour. In bitumen pavements, this can lead to cracking as the ground beneath expands and contracts.”
- 3.2 **Google Earth** has images from 2005 and **Nearmap** from 2009. These show the area was grassed with numerous medium sized trees prior to being cleared in late 2010. Subdivision works advanced from early 2013 with Gorman Drive being paved between July and September 2013. Hard and soft landscaping including kerbs, footpaths and trees followed shortly. Between March and May 2014 a local repair appears to have been conducted to the northern edge of the northern corner of the Gorman Drive vehicular pavement. In about mid 2016 cracks emerged in the Gorman Drive vehicular pavement on the east side adjacent the nature strip. These were repaired between April and October 2016. This appears to be the patch in the photo above.
- 3.3 I was provided with several photographs with my instruction of which one is re-produced above [2.1]. It is no known when the photos were taken but it appears likely it was shortly prior to my receipt of them on 18th February, 2020.
- 3.4 Roscon Report (part)**
- 3.4.1 I was provided with one page of an undated and unreferenced report by Roscon, who are a property service and reporting firm. Photographs of the road pavement on the west and north west parts of Gorman drive showed cracks in the pavement and the patched area identified above. It was postulated that surface drainage off the road pavement and footpath was effecting the sub-base at the edge of the pavement causing failure and out of plane displacement.
- 3.4.2 Intrusive geotechnical investigation and engineering assessment was recommended.
- 3.5 Able Plumbing Report**
- 3.5.1 I was provided with a report reference: JN 5339 by Able for Melcorp, reporting a site visit of 30th March, 2020. Able investigated the stormwater drains with CCTV. They found little evidence that

the ag drains under the nature strips of Gorman Drive were collecting water and discharging it under the road pavement to the stormwater system on the other side.

3.5.2 I was provided the plumbing investigation CCTV files which I assume are Able's. These would not run. This is usual with such files. It is unlikely they contain any better information than that described by Able.

### **3.6 Cardno Report ref: V181822Report01.1 of 03/04/2019 for Melcorp Strata Pty Ltd**

3.6.1 This describes a geotechnical investigation to establish recommended remedial works for the cracking of the road pavement.

3.6.2 The anticipated underlying geology [3.1] was confirmed as was a typical crushed rock subbase for the bitumen pavement.

3.6.3 Moisture contents were measured. Borehole 5 was obviously at a source of abnormal moisture as the moisture contents were high and increased with depth.

3.6.4 It was concluded that the cause of the cracking is a combination of the presence of trees and underground services immediately at the edge of the pavement, possibly exacerbated by excess watering of the trees. Cardno commented:

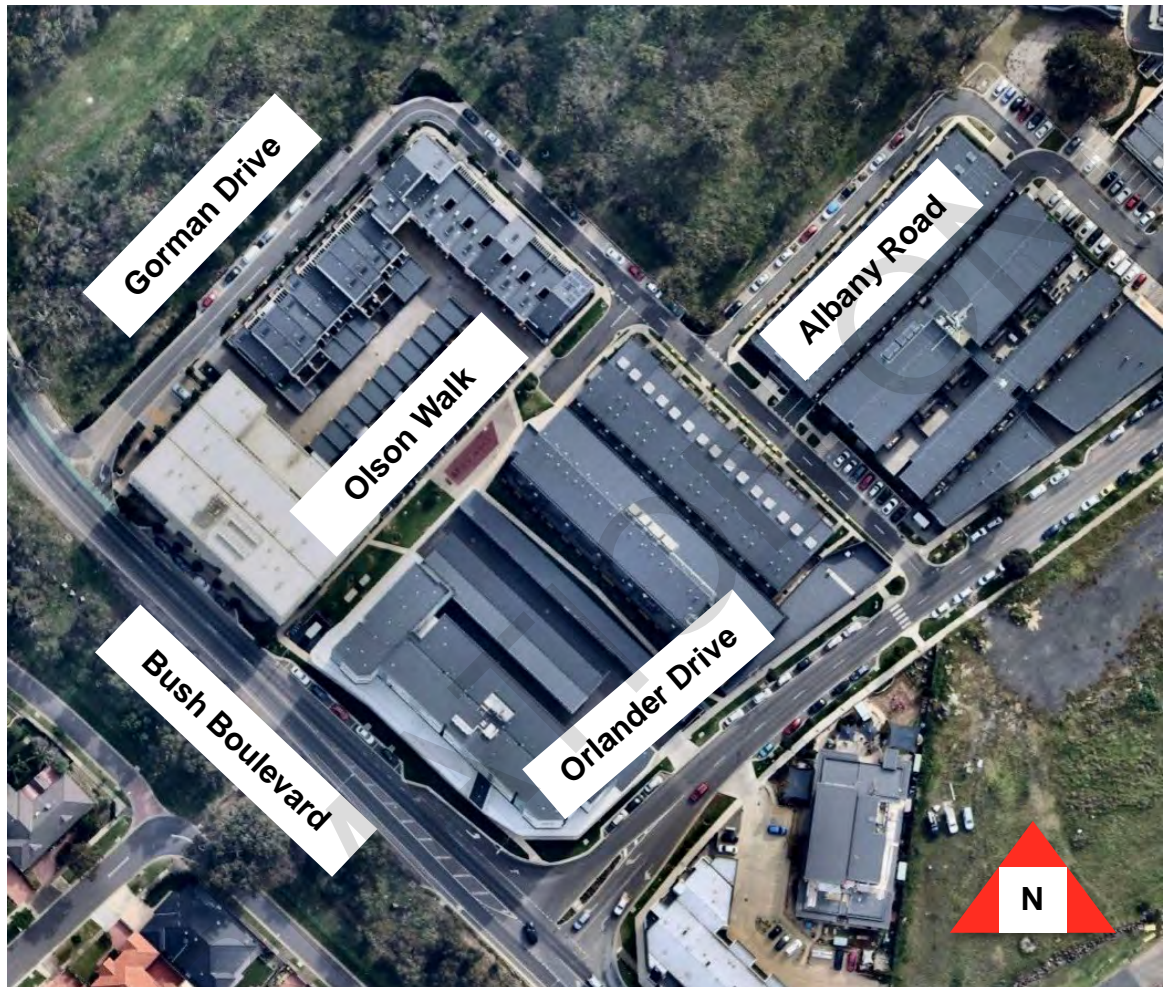
*Typically the moisture condition under the pavement will remain relatively constant as it is protected from moisture ingress by the pavement. However, the moisture condition outside of the pavement will vary with the seasons ranging from very dry in the drier months to very wet in the wetter months. This can result in significant differential movement between the edge and middle of the pavement which manifests in the form of a longitudinal crack along the edge of the pavement (usually between 0.5m and 1.5m from the edge.*

*This movement can be exacerbated by the presence of trees which tend to pull additional moisture from the soils in the drier months but do not require much water in the wetter months. This action can also be exacerbated by excessive watering of the trees, especially if the water continues in the wetter months.*

3.6.5 If the trees are to be retained it was recommended that a vertical concrete or grout filled cut-off trench be installed along the edge of the pavement immediately outside the kerb to a minimum depth of 2m.

## 4 Inspection

4.1 My inspection concentrated upon obtaining an overall perspective of the problem, rather than rigorously examining the minutia of pavement distress. I thus walked around the neighbouring streets with comparable tree stands and civil works. A recent Nearmap view is re-produced below for orientation:



4.2 This view looks south west down Albany Road. The trees are of similar species to those elsewhere, about 4m high in this case. The road pavement falls to each side and there is a robust kerb and channel on the nature strip side. There is little or no distress to the pavement adjacent the trees. In the foreground there appear to have been some filling of minor cracks at the corner.



4.3 The panoramic view below looks south west at Gorman Drive opposite the junction of Albany Road between Orlander Drive and Olson Walk. The trees are a similar species to those elsewhere, about 3 to 4m saplings, the road pavement falls to each side and there is a robust kerb and channel on the nature strip side. There is little or no distress to the pavement.



4.4 The views at right and below look west towards the northern corner of Gorman Drive. The pavement grades to the spoon drain on the right and there is a flush kerb at the pavement to nature strip junction. The tree are 4 to 6m high. Distress is developing in the pavement near and adjacent the trees.



4.5 The views below look south west down Gorman Drive towards Bush Boulevard at the most affected area where the pavement has been patched. The pavement grades to the kerb and channel and spoon drain on the right and there is a flush kerb at the pavement to nature strip junction. The tree are 4 to 6m high. There are seven trees in about 30m and a total of 13 in the stand which extends to the northern corner in Gorman Drive. This is the longest and densest tree stand I viewed.



4.6 Distress is continuing in the pavement. There is extensive cracking with some, at the northern end, involving out of plane displacement of 10 to 20mm. This suggests the ground has settled on the nature strip site or risen on the road side.

## 5 Conclusions

- 5.1 The foundation is highly reactive meaning that it swells when it gets wet and shrinks when it gets dry. Near the surface there will be significant seasonal expansion and contraction. This is usual and commonly produces problems with pavements if they are not appropriately constructed.
- 5.2 The pavement cracking issue correlates with the larger trees and flush kerbs. The flush kerbs are employed where the road pavement drains away, reducing water available to the trees.
- 5.3 The trees appear to be Manchurian Pears or similar which are notoriously associated with volumetric foundation movement. The nature strip is approximately 1m wide. There are no other immediately adjacent porous surfaces so the trees are limited in the area available to obtain their moisture.
- 5.4 I agree with the mechanism described in the Cardno report and related above at 3.6.4. In short the trees are exacerbating volumetric changes of the pavement sub-grade immediately adjacent the flush kerb. This explains both the horizontal cracking and vertical (out of plane) displacement.
- 5.5 The problem will continue to deteriorate and become more serious.
- 5.6 The finding of the ag drain not functioning is probably not relevant. Ag drains rarely function in my experience.
- 5.7 The fundamental problem is that the trees are out of scale for their proximity to the pavement.
- 5.8 There is no one, expedient, cost effective and permanent solution so I am reduced to discussing alternative recommendations.
- 5.9 The fundamental problem is that the trees are already becoming out of scale for their environment after only a few years so one has to be realistic about their future. It is a common mistake to treat trees in confined urban spaces as though they are permanent. Removal and periodic replacement may need to be considered.

## **6 Recommendations**

6.1 The following range of alternate recommendations all have their limitations. I have not considered whether the alternatives discussed are within the relevant parties control. They are not in any particular order.

### **6.2 Tree root barrier or cut off wall**

The installation of a barrier at the edge of the nature strip as suggested by Cardno has merit and could be done in several different ways. Whatever the form it would need to be at least 1.5m deep as suggested by Cardno. A professional design should be sought from a specialist.

6.2.1 A polythene or geotextile *tree root barrier* could be installed hard against the flush kerb on the tree side. This is likely to be substantially effective in the short terms but, in time, roots will get over, under or through it and root progress under the footpath will be more aggressive than it would otherwise be likely causing lifting of the footpath pavement requiring remedial works.

6.2.2 A concrete barrier, perhaps in the form of a deeper version of the current flush kerb could have a similar effect to the soft barrier suggested above and may be a longer term option. There is no reason why this should be shallower than the soft barrier alternative.

### **6.3 Tree Canopy or Root Pruning**

This combination should control moisture uptake but would need to be constantly re-visited, at least bi-annually. If works to the trees are to be considered a professional arboricultural opinion should be sought.

### **6.4 Tree Removal & Replacement**

This will fix the problem permanently. Replacement plantings should be carefully chosen. Natives should be avoided as they are the more aggressive than exotics or most hybrids. This is probably inevitable eventually as the trees become out of scale to the constraints of their environment.

### **6.5 Porous Footpath Pavements**

Replacement of the footpaths with porous pavements will reduce root activity on the road pavement side and mitigate the problem. It may also accelerate tree growth and will not provide a permanent solution.

## **6.6 Removal of Ag Drains**

If the ag drains had a role, it would have been to avoid the trees drowning when they were saplings and, possibly, to avoid run off to the road pavement. They could thus be capped or removed. Theoretically this might increase the moisture available to the trees. In practice it will probably make little or no difference as it appears unlikely the ag drains had much affect.

## **6.7 Pavement Maintenance**

In the medium term periodic pavement maintenance can be sustained for some time, probably at least five years. As more out of plane movement occurs it will be necessary to reconstruct local sections.

## **6.8 Apron Pavements**

The bituminous pavements local to the kerb could be replaced by an apron of more robust construction, perhaps a 1m wide concrete strip adjacent the trees.

## **6.9 Watering**

Rigorous moderate watering of the trees may reduce further reactive movement but will also increase growth.

Irwin Structures Pty Ltd



Patrick Irwin

B.ENG(CIVIL), F.I.E.AUST, CP ENG, RBP EC 1619

---

**APPENDIX H:**

**LANDSCAPE MASTERPLAN**

---

1225

Refer to the following copy of the Landscape Masterplan prepared by Tract Consultants.

1230

1235

1240

1245

1250

1255

1260

1265

INFORMATION ONLY

# LEGEND

**TITLE BOUNDARY**

**RETAIL PLAZA**  
eg. Trowell finished concrete 'Charcoal Grey' with random saw-cut joints and bands of unit paving

**ENTRY, PARKING BAYS**  
eg. Exposed Aggregate 'Charcoal' Concrete with 75/25 mix of bluestone and Boschus Marsh aggregate

**LANEWAY PAVING**  
eg. Exposed Aggregate 'Charcoal' Concrete with 75/25 mix of bluestone and Boschus Marsh aggregate with trowel finish to laneway edges

**CONCRETE PAVING TO FOOTPATHS**  
Grey Concrete, scribed at 900mm intervals

**COURTYARD PAVING**  
Precast Concrete Unit Paving 400 x 400mm

**FEATURE PAVING TO ENTRY**  
Exposed Aggregate 'Charcoal' concrete

**COMPACTED GRANITIC GRAVEL**

**COURTYARD BIN ENCLOSURE**

**ASPHALT ROAD**

**CRUSHED ROCK TO TEMPORARY ACCESS**

**SQUARE TREE GRATE 1.05m x 1.05m**

**DEEP STRUCTURAL SOIL ZONE**  
Benedict Smartmix 3 to manufacturers written specification

**MODULAR SEATING TO PLANTERS IN RETAIL PLAZA**

**BOLLARD**

**PROPOSED FEATURE FENCE**  
Timber post and powdercoated black-ARC fence panels, 1.7m high fence tapes to 1.2m at entrances

**BRICKWALL FENCE**

**STREET TREES IN TURF - BUSH BOULEVARD**  
Medium/Large native species to council recommendation  
eg. *Corymbia maculata*  
*Eucalyptus saligna*

**STREET TREES - PROPOSED INTERNAL ROAD**  
Narrow conical species, no taller than 5m.  
eg. *Pyrus calleryana* Capital (PCC)

**RETAIL PLAZA FEATURE TREES AND STREET TREES IN PAVING - BUSH BOULEVARD (AS PER COUNCIL ADVICE)**  
eg. *Acer platanoides* 'Crimson Sentry' (ApCS)

**GARDEN BEDS (WITHIN DEVELOPMENT)**  
Residential garden beds incorporates a mix of exotic and native species.  
eg. *Acacia caspata* ssp. (Imelight Green Mix)  
*Carpobrotus* spp.  
Refer to plant schedule for further detail

**PERIMETER GARDEN BEDS**  
Planting at interface with conservation zone on north and east boundary.  
eg. Indigenous shrubs and groundcovers propagated from the local gene pool.  
Refer to plant schedule for further detail

**LAWN AREAS**

**CITY OF WHITTLESEA MODIFIED DETAIL**  
SDL7.02

**preferred directional fencing**

**STANDARD DETAIL**  
SDL7.02

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**Plant Schedule - External Landscape**

**Plant Schedule - Internal Landscape**

**EXTERNAL LANDSCAPE**  
DEVELOPER TO MAINTAIN EXTERNAL LANDSCAPE FOR 2 FULL SUMMERS + 3 MONTHS IN ACCORDANCE WITH COUNCIL MINIMUM LANDSCAPE MAINTENANCE SPECIFICATION OF SERVICES AND WORKS (MAY 2010)

**BUSH BOULEVARD STREET TREES**  
LOCATED AT BACK OF KERB WITHIN TREE GRATE AND 3.5X3.5X0.6M STRUCTURAL SOIL ZONE

**TYPICAL LANDSCAPE SET-OUT WITHIN LOTS**

**TROWELL FINISHED CONCRETE WITH RANDOM SAW-CUT JOINTS & BANDS OF UNIT PAVING WITHIN THE PRIVATE REALM**

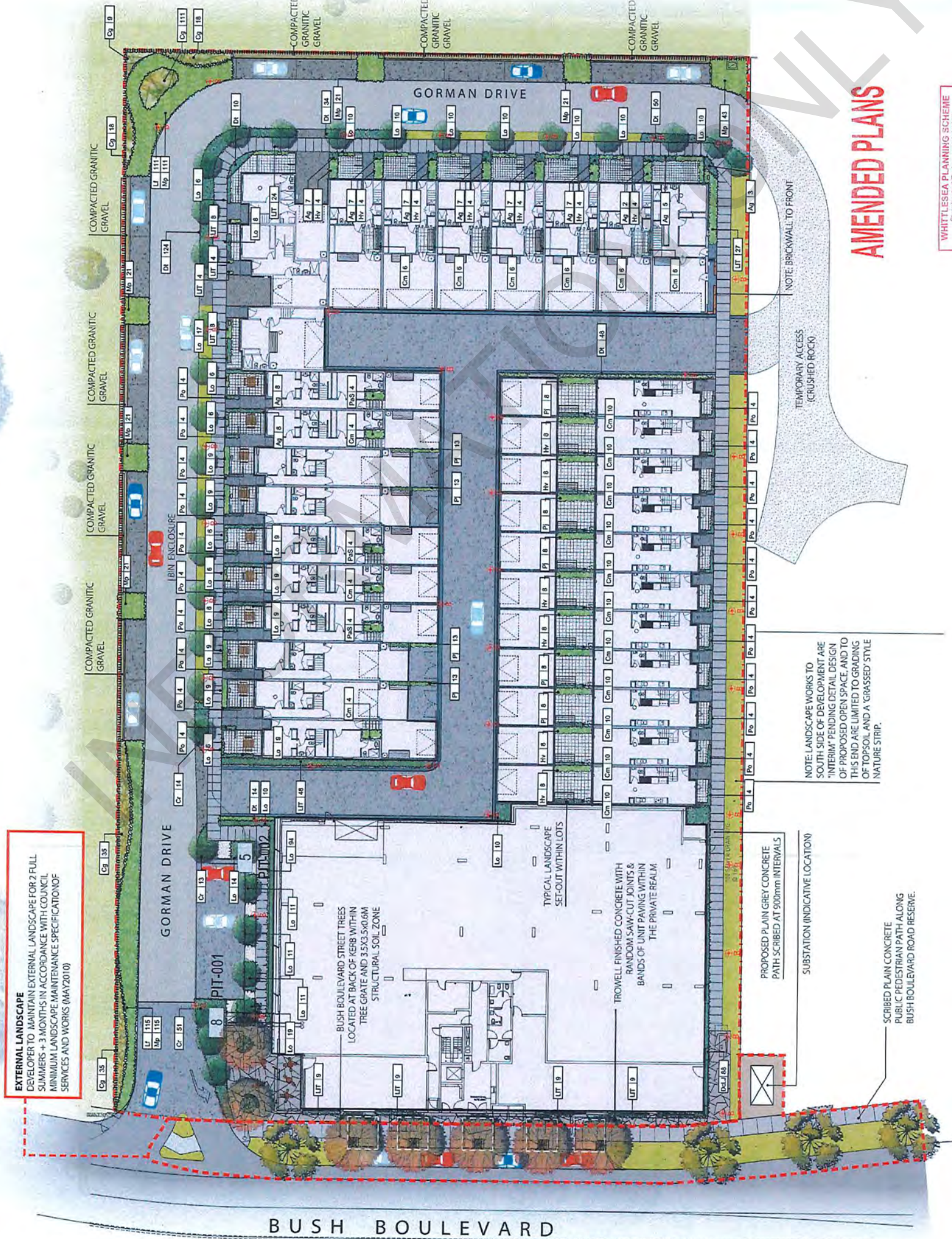
**PROPOSED PLAIN GREY CONCRETE PATH - SCRIBED AT 900MM INTERVALS**

**SUBSTATION (INDICATIVE LOCATION)**

**SCRIBED PLAIN CONCRETE PUBLIC PEDESTRIAN PATH ALONG BUSH BOULEVARD ROAD RESERVE.**

**NOTE: LANDSCAPE WORKS TO SOUTH SIDE OF DEVELOPMENT ARE "INTERIM" PENDING DETAIL DESIGN OF PROPOSED OPEN SPACE, AND TO THIS END ARE LIMITED TO GRADING OF TOPSOIL AND A 'GRASSED' STYLE NATURE STRIP.**

**NOTE: BRICKWALL TO FRONT TEMPORARY ACCESS (CRUSHED ROCK)**



**AMENDED PLANS**

**WHITTLESEA PLANNING SCHEME**  
Final review for Council approval 1st 19th  
Final review for Council approval 1st 19th  
11/000 - Street - 01 - 01  
Date: 20/08/2012  
12/08/2012

SCALE: 1:250 @ A1, 1:500 @ A3



**LANDSCAPE MASTERPLAN**  
BUSH BOULEVARD

**TRACT CONSULTANTS**  
LANDSCAPE ARCHITECTS & PLANNERS & URBAN DESIGNERS

03 2 0035  
23  
RM  
MC  
20.11.2013

---

1270

**APPENDIX I:**

**CIVIL ENGINEERING DRAWINGS**

---

1275

Refer to the following copies of the Civil Engineering Drawings prepared by FMG Engineering.

1280

1285

1290

1295

1300

1305

1310

1315

INFORMATION ONLY

LEGEND	
EXISTING	DESIGN
147.2	24mm CONTOUR
147.15	EXISTING SPOT LEVEL
---	SITE BOUNDARY
---	MAJOR CONTOUR (10mm)
---	MINOR CONTOUR (20mm)
---	SPOON DRAIN (REFER S02041 H2)
---	KERB & CHANNEL (REFER S02041)
---	BARRIER KERB (REFER S02041 B1)
---	EDGE STRIP (REFER S02041)
---	SEMI MOUNTABLE KERB (REFER S02041 SH2)
---	JUNCTION PIT / GRATED PIT (REFER LONGSECTION FOR SIZE & TYPE)
---	STORMWATER PIPE (REFER LONGSECTION FOR SIZE & TYPE)
---	1000 SOCKED AG DRAIN
---	ASPHALT PAVEMENT (REFER SHEET 6)
---	CONCRETE PAVEMENT (REFER SHEET 6)

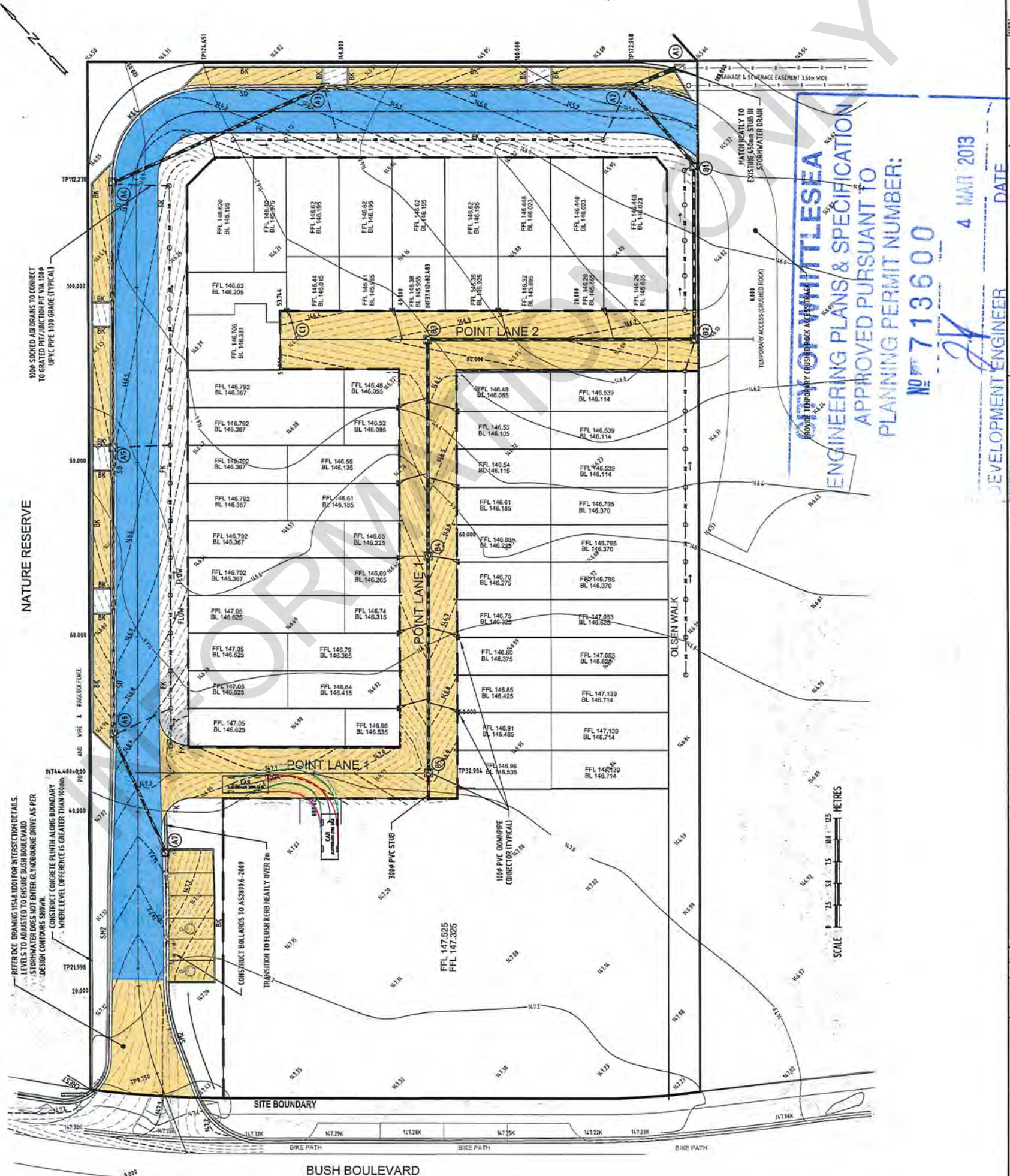
- GENERAL NOTES:**
- THE CONTRACTOR SHALL ACCURATELY VERIFY THE LOCATION AND LEVEL OF ALL EXISTING SERVICES PRIOR TO THE COMMENCEMENT OF WORKS, AND TAKE CARE TO PROTECT EXISTING SERVICES & STRUCTURES DURING WORKS.
  - THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENT OF ANY DISCREPANCIES ENCOUNTERED WITHIN THESE DRAWINGS PRIOR TO CONSTRUCTION.
  - THE CONTRACTOR SHALL COMPLETE ALL SURVEYS AND TESTING AS REQUIRED IN THE SPECIFICATION, REFER TO SPECIFICATION FOR THE METHOD OF SURVEYING AND TESTING, AND THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL SURVEYS AND AS-CONSTRUCTED SURVEYS.
  - AT THE COMPLETION OF THE WORKS, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC MANAGEMENT AS REQUIRED TO COMPLETE THE WORKS.
  - THE CONTRACTOR SHALL NOTIFY RELEVANT AUTHORITIES PRIOR TO COMMENCING WORKS.
  - THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATION.
  - ALL WORK SHALL BE CARRIED OUT AND COMPLETED TO THE SATISFACTION OF THE SUPERINTENDENT.
  - THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE ARCHITECTURAL, MECHANICAL, AND STRUCTURAL DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES SHALL BE REFERRED TO THE ARCHITECT FOR DECISION BEFORE PROCEEDING WITH ANY WORKS.
  - ON COMPLETION OF THE WORKS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL RUBBISH AND SOIL FROM THE SITE.
  - THE CONTRACTOR SHALL MAINTAIN ALL SHOWING, PLANNING, AND SURVEYING, OR SURVEYING DEVICES, MARKERS, SIGNS, LIGHTS, ETC. NECESSARY TO KEEP WORKS IN A SAFE AND STABLE CONDITION AND FOR THE PROTECTION OF THE PUBLIC.
  - ALL TREES AND SHRUBS ARE TO BE RETAINED UNLESS ROAD CONSTRUCTION NECESSITATES THEIR REMOVAL OR AS DIRECTED BY THE CITY ENGINEER.
  - ALL AREAS SHOWN ON THE DRAWINGS TO BE CUT OR FILLED ARE TO BE STRIPPED OF TOPSOIL TO A DEPTH OF 100mm UPON COMPLETION OF THE BULK EARTHWORKS. THE TOPSOIL IS TO BE OF 100mm OVER THE AREA AND GRADED TO FINISH LEVELS SHOWN ON THE DRAWINGS. FILLING IS TO BE COMPACTED IN 150mm EQUAL LAYERS TO 90% AUSTRALIAN STANDARD DRY DENSITY. FILLING TO BE TESTED TO THE SATISFACTION OF COUNCIL, AND TEST RESULTS FOR EACH LAYER IN EACH LOT TO BE FORWARDED TO COUNCIL.
  - ALL MATERIALS AND WORKMANSHIP SHALL BE TO THE SATISFACTION OF THE SUPERINTENDENT.
  - ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  - ALL DOWNPIPES ARE 900 OR 1000.

- SETOUT NOTES:**
- SETOUT COORDINATES ARE BASED ON HGASH. LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (AHD).
  - THE CONTRACTOR SHALL VERIFY THE TBM DATUM PRIOR TO COMMENCEMENT OF CONSTRUCTION. REFER ARCHITECTURAL DRAWINGS FOR SETOUT PEG.
  - ALL KERB LEVEL INFORMATION SHOWN ON INTERSECTION DETAILS REFERS TO INVERT OF WATERABLE (FACE OF KERB) AND ARE SHOWN AT QUARTER AND HALF POINTS UNLESS OTHERWISE STATED.
  - ALL KERB SETOUT INFORMATION REFERS TO INVERT OF WATERABLE (FACE OF KERB) UNLESS NOTED OTHERWISE.
  - TRANSITION TO OR FROM OUTFALL KERB OVER 2.0m.
  - CONTOUR INTERVALS @ 20mm.
  - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED.
  - THESE PLANS ARE NOT TO BE USED FOR SETTING OUT PURPOSES. REFER TO ARCHITECTURAL DRAWINGS FOR THIS INFORMATION.
  - FEATURE SURVEY AND BOUNDARY POSITIONS. THIS INFORMATION SHALL NOT BE OBTAINED FROM THIS DRAWING SET.
  - ALL DIMENSIONS RELEVANT TO SETTING OUT AND PRECAST WORKS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE FABRICATION AND CONSTRUCTION IS COMMENCED.
  - THESE DRAWINGS SHALL NOT BE SCALED.

- JUNCTION TO EXISTING WORKS NOTES:**
- LEVELS OF EXISTING SERVICE COVERS SHALL BE ADJUSTED TO SWIT DESIGN LEVELS (IF REQUIRED).
  - LEVELS TO WORKS COMMENCING THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNERS OF INTENDED WORKS.
  - ALL NEW WORK SHALL NEATLY MATCH TO EXISTING SURROUNDS. CONTRACTOR SHALL MAKE GOOD AREAS NOT COVERED UNDER THESE SITE WORKS THAT HAVE BEEN DISTURBED.

- STORMWATER NOTES:**
- ALL STORMWATER PIPES TO BE CLASS 2 RCP WITH EXTERNAL BAND JOINTS UNLESS NOTED OTHERWISE.
  - PVC STORMWATER PIPES TO BE CLASS 3 RCP UNLESS NOTED OTHERWISE.
  - DESIGN LEVELS REFER TO TOP OF LOT AT ALL STORMWATER STRUCTURES.
  - FOR STORMWATER SETOUT REFER TO COORDINATE TABLES PROVIDED. COORDINATES OF SIDE ENTRY PITS REFER TO THE CENTRE OF THE PIT AT THE INVERT OF WATERABLE (FACE OF KERB). COORDINATES OF SIDE ENTRY PITS REFER TO THE PREFACE OF WALL.

**PRELIMINARY ISSUE**  
NOT FOR CONSTRUCTION



**CITY OF WHITTLESEA**  
ENGINEERING PLANS & SPECIFICATION  
APPROVED PURSUANT TO  
PLANNING PERMIT NUMBER:  
**№ 713600**

DATE  
**4 MAR 2013**

DEVELOPMENT ENGINEER

FMG Engineering  
Level 1, 2 Dorrville Avenue  
Hawthorn, Vic 3122  
fmgeengineering.com.au

PROJECT TITLE  
**PROPOSED DEVELOPMENT**

CLIENT  
**LOT 1 DUSH BOULEVARD**

PROJECT NO.  
**S00179-200847**

DATE ISSUED  
**5/2/2012**

SCALE  
**1:250 @ A1**

NO. OF SHEETS  
**6**

PROJECT NO.  
**C001**

PROJECT NO.  
**C001**

PROJECT NO.  
**C001**

PROJECT NO.  
**C001**

PROJECT NO.  
**C001**

PROJECT NO.  
**C001**

REV	DESCRIPTION	DATE	INT	APP
F	PAD BEICH LEVELS ADDED	20.01.2013	CC	PL
E	BOARDS REGRADED TO SUIT NEW FLOOR LEVELS. GARAGE FFL'S ADDED	24.01.2013	CC	PL
D	BOARDS REGRADED TO SUIT NEW FLOOR LEVELS	15.01.2013	CC	PL
C	FLOOR LEVELS AMENDED, PAVEMENT TYPES AMENDED.	12.12.2012	CC	PL
B	STORMWATER LAYOUT AMENDED	05.12.2012	CC	PL
A	PRELIMINARY ISSUE	05.12.2012	CC	PL

PROJECT NO. **C001**

PROJECT NO. **C001**

PROJECT NO. **C001**

PROJECT NO. **C001**

PROJECT NO. **C001**

PROJECT NO. **C001**

PROJECT NO. **C001**

PROJECT NO. **C001**

PROJECT NO. **C001**





**CITY OF WHITILESEA**  
**ENGINEERING PLANS & SPECIFICATION**  
**APPROVED PURSUANT TO**  
**PLANNING PERMIT NUMBER:**  
**NO 7.13600**  
**4 MAR 2013**  
**DATE**  
**DEVELOPMENT ENGINEER**

CH 60.000

DATUM RL: 146.000					
FINISHED	-2.270	146.670	146.627	0.000	146.557
EXISTING	-2.920	146.668	146.619	0.000	146.630
OFFSETS	3.270	146.692	146.679	2.920	146.627
	8.000	146.802			

CH 50.000

DATUM RL: 146.000					
FINISHED	-2.270	146.742	146.726	0.000	146.716
EXISTING	-2.920	146.744	146.719	0.000	146.799
OFFSETS	3.270	146.794	146.779	2.920	146.794
	8.000	146.802			

CH 40.000

DATUM RL: 146.000					
FINISHED	-2.270	146.871	146.848	0.000	146.918
EXISTING	-2.920	146.871	146.841	0.000	146.879
OFFSETS	3.270	146.888	146.841	2.920	146.888
	8.000	146.918			

CH 30.000

DATUM RL: 146.000					
FINISHED	-2.870	146.939	146.909	0.000	146.918
EXISTING	-2.570	146.937	146.902	0.000	146.918
OFFSETS	3.270	147.022	147.007	2.920	147.018
	8.000	147.090			

CH 20.000

DATUM RL: 146.000					
FINISHED	-2.870	146.986	147.138	0.000	147.062
EXISTING	-2.570	146.987	147.130	0.000	147.062
OFFSETS	3.270	147.023	147.148	2.920	147.023
	8.000	147.062			

CH 10.000

DATUM RL: 146.000					
FINISHED	-2.870	146.975	147.125	0.000	147.045
EXISTING	-2.570	146.976	147.126	0.000	147.045
OFFSETS	3.270	146.998	147.151	2.920	146.998
	8.000	147.045			

CH 50.000

DATUM RL: 145.500					
FINISHED	-2.270	146.332	146.422	0.000	146.310
EXISTING	-2.970	146.333	146.414	0.000	146.310
OFFSETS	3.270	146.373	146.414	2.970	146.422
	8.000	146.222			

CH 40.000

DATUM RL: 145.500					
FINISHED	-2.270	146.317	146.372	0.000	146.292
EXISTING	-2.970	146.312	146.364	0.000	146.290
OFFSETS	3.270	146.293	146.372	2.970	146.293
	8.000	146.158			

CH 30.000

DATUM RL: 145.500					
FINISHED	-2.270	146.118	146.233	0.000	146.210
EXISTING	-2.970	146.111	146.225	0.000	146.210
OFFSETS	3.270	146.050	146.240	2.970	146.050
	8.000	145.939			

CH 20.000

DATUM RL: 145.500					
FINISHED	-2.270	145.994	146.283	0.000	146.190
EXISTING	-2.970	145.986	146.275	0.000	146.190
OFFSETS	3.270	145.905	146.264	2.970	145.905
	8.000	145.983			

CH 10.000

DATUM RL: 145.500					
FINISHED	-2.270	146.060	146.233	0.000	146.140
EXISTING	-2.970	146.054	146.225	0.000	146.140
OFFSETS	3.270	146.068	146.221	2.970	146.068
	8.000	146.052			

**RECEIVED**  
**-5 FEB 2013**

**PRELIMINARY ISSUE**  
**NOT FOR CONSTRUCTION**

REVISION	CC	CC
NO. OF SHEETS	6	
DATE STARTED	5.12.2012	
SCALE	AS SHOWN @ A1	
JOB NO.	300179-2008/7	
DRAWING TITLE	C004	C

PROPOSED DEVELOPMENT  
 LOT 1 BUSH BOULEVARD  
 SOUTH MORANG VIC 3752  
 ROAD CROSS SECTIONS - LANE

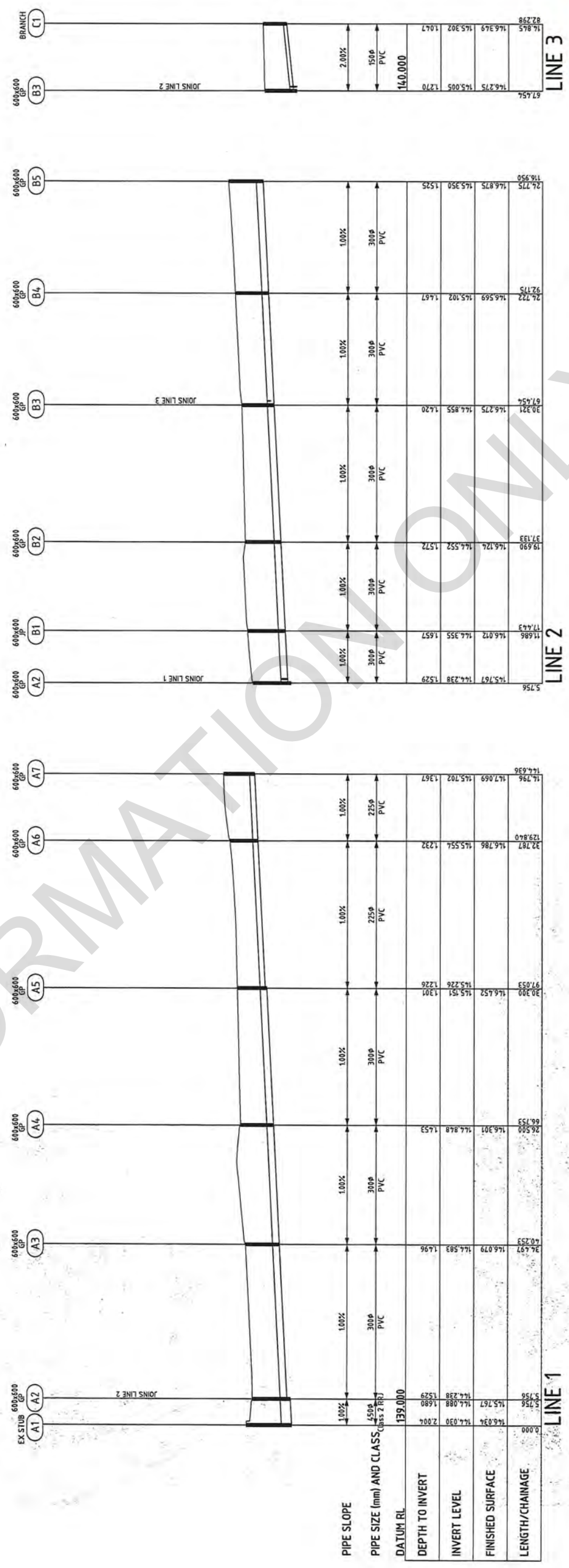
**FMG Engineering**  
 Level 1, 2 Donmole Avenue  
 Hawthorn, Vic 3122  
 fmgeengineering.com.au  
 P 03 9585 7600  
 F 03 9582 3878  
 ABN 58 003 071 165

SCALE: 1:15, 1:10, 1:5, 1:2.5 METRES

REV	DESCRIPTION	DATE	INT	APP
A	PRELIMINARY ISSUE	06.12.2012	CC	PL
B	ROADS REGRADED TO SUIT NEW FLOOR LEVELS	15.01.2013	CC	PL
C	ROADS REGRADED TO SUIT NEW FLOOR LEVELS	24.01.2013	CC	PL

INFORMATION ONLY

**CITY OF WHITTLESEA**  
 ENGINEERING PLANS & SPECIFICATION  
 APPROVED PURSUANT TO  
 PLANNING PERMIT NUMBER:  
**NO 7.13600**  
 DEVELOPMENT ENGINEER *[Signature]* DATE 4 MAR 2013



**RECEIVED**  
 - 5 FEB 2013  
 BY: \_\_\_\_\_

**PRELIMINARY ISSUE**  
 NOT FOR CONSTRUCTION



**FMG Engineering**  
 Level 1, 2 Dorella Avenue  
 Moorabbin, Vic. 3122  
 fmge.com.au

**FMG ENGINEERING**  
 P 03 9815 7600  
 F 03 9862 2878  
 ABN 58 003 071 165

**PROPOSED DEVELOPMENT**  
 PROJECT TITLE: MADISSON HOMES AUSTRALIA PTY LTD  
 ADDRESS: LOT 1 BUSH BOULEVARD SOUTH MORANG VIC 3752  
 DRAWING TITLE: STORMWATER LONGITUDINAL SECTIONS

NO.	REVISION	DATE	BY	APP
C	COVER LEVELS AMENDED TO MATCH NEW ROAD LEVELS	24.01.2013	CC	PL
B	ROADS REGRADED TO SUIT NEW FLOOR LEVELS	15.01.2013	CC	PL
A	PRELIMINARY ISSUE	12.12.2012	CC	PL
REV	DESCRIPTION	DATE	BY	APP

DATE: 04 MAR 2013  
 DRAWN: CC  
 CHECKED: PL  
 NO. OF SHEETS: 6  
 SHEET: AS SHOWN @ A1  
 DATE STARTED: 5.12.2012  
 FROM: S00179-2008&7  
 DRAWING NO: C005

THIS DRAWING IS THE PROPERTY OF FMG ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF FMG ENGINEERING.





---

**APPENDIX J:**

**LETTERS OF INSTRUCTION**

---

1320

Refer to the following copy of the letter received from Robertson Legal & Conveyancing Lawyers Pty Ltd, dated 27<sup>th</sup> July 2023.

1325

1330

1335

1340

1345

1350

1355

1360

INFORMATION ONLY

# Robertson Legal & Conveyancing - Lawyers Pty Ltd

Phone **03 9438 6611**

Fax **03 8686 1445**

IAN ROBERTSON LL.B, GDLP – Legal Practitioner  
FIONA MACRAE LL.B, LL.M (Collegiate UNSW) –  
Legal Practitioner  
GEORGE OTIENO LLB, GDLP – Legal Practitioner  
WENDY HUI WAN J.D. GDLP, LLM – Legal Practitioner

60 BROADGULLY ROAD  
(Postal to: PO BOX 239)  
DIAMOND CREEK VICTORIA 3089

ACN 166 154 758  
ian@ianrobertsonlegal.com.au

Our Ref: IR:WW:20/2597  
Your Ref:

Thursday 27 July 2023

## PRIVATE & CONFIDENTIAL SUBJECT TO LEGAL PROFESSIONAL PRIVILEGE

Mr Ian Johnson  
*BSS Group Pty Ltd*  
PO Box 468  
Essendon, VIC 3040

(M. 0418 380 210)

**BY EMAIL ONLY TO: [ian.johnson@bssgroup.com.au](mailto:ian.johnson@bssgroup.com.au)**

Dear Mr Johnson,

**Re: Proposed Action by Owners Corporations in Plan of Subdivision PS703354U  
Property Address: 1-20 Gorman Drive and 1-11 Olsen Walk, Mill Park, Victoria (Owners  
Corporation 1)  
Builder: Madisson Homes Australia Pty Ltd**

We refer to the above matter and confirm that we act for the Owners Corporation 1 in Plan of Subdivision PS703354U (“OC1”).

1. The Land affected by OC1 comprises 191 lots including 46 townhouses, 133 apartments, 12 retail premises and Common Property 1-4. In particular, the owners of 20 townhouses known as 1-20 Gorman Drive, Mill Park, Victoria (Lots B1-B10, C3-C9, C1A, C2A & C2B) and 11 townhouses known as 1-11 Olsen Walk, Mill Park, Victoria (Lots D1-D11), are only affected by OC1 and were part of the Stage 1 building works completed in October, November 2013 and early 2014.
2. OC1 instructs us that the defects for the OC1 common property, including issues related to:
  - (a) subsidence and cracking of Gorman Drive road;
  - (b) potential issues with the Ornamental Pear trees planted in the nature strip; and
  - (c) burst water pipes in front of townhouse 10 (Lot B10) Gorman Drive on 15 April 2023. [The plumber SBS Australia has found the tapping saddle to have corroded at the nuts and bolts causing the fitting to have come loose, which allowed water to leak through. This issue is still under further investigation].

3. We are instructed that OC1 has previously retained you directly to investigate possible defects and that you have visited the site on numerous occasions between December 2021 and April 2023.
4. On behalf of OC1, we ask that you prepare an expert report which may be used in litigation against the builder, either in VCAT or a court, and to appear as an expert witness in the appropriate forum in accordance with the instructions contained in this letter.
5. We ask that you identify any building defects you have observed in relation to OC1 common property and to include in a report:
  - (a) recommended method(s) of rectification; and
  - (b) an estimate of the cost of rectification.

### Enclosed Documents

6. We have received from you a list of documents which have previously been provided to you in the matter and **we attach a copy of that list to this letter for the record.**
7. We **enclose** a copy of the following additional documents:
  - (a) County Court Expert Witness Code of Conduct in Form 44A
  - (b) VCAT Practice Note – PNVCAT2 Expert Evidence
  - (c) Plan of Subdivision PS703354U, edition 8, produced 2 May 2023
  - (d) Owners Corporation 1 Basic Search Report, produced 2 May 2023
8. As it is not yet clear which is the appropriate forum, we ask that your report complies with the County Court Expert Witness Code of Conduct and the VCAT Practice Note PNVCAT2 Expert Evidence.
9. Please read the Code and the Practice Note carefully and ensure that you understand them (in particular, your obligations and duties as an independent expert) and confirm that your report will comply with them. Further, your report will need to disclose the facts and assumptions upon which your opinions are based and explain in detail the reasoning behind your opinions.

### Limitation of Time to Sue

10. Please note that there are time limits for commencing litigation:
  - (a) for a plumbing action, an action for damages must be commenced within 10 years after the date of issuing a plumbing compliance certificate; and
  - (b) for a building action for defective building work, the time limit for commencing an action for damages is 10 years after the date of issuing the occupancy permit.
11. We are instructed that the occupancy permits were issued:
  - for Lots B1-B10 on 18 October 2013
  - for Lots C3-C9 on 18 November 2013
  - for Lots D1-D11 on 25 October 2013
  - for Lots C1A, C2A and C2B on 13 January 2014

- for Gorman Drive road which was completed in early 2014
12. Further, we are instructed that the Plumbing Certificates for the OC1 Buildings were issued on various dates, the earliest of which was 10 October 2013 (based on the documents available to us at the moment).
  13. Accordingly, we would be grateful if you would please complete your written report as soon as possible, as we are now approaching the expiry of the 10-year limitation periods.
  14. Please note that we are instructing you as the agent of OC1, which remains solely liable for your fees.
  15. If you require any additional instructions, or have any queries, please contact our office on (03) 9438 6611.

Yours faithfully,



**ROBERTSON LEGAL & CONVEYANCING  
LAWYERS PTY LTD**

Per: Ian Robertson & Wendy Wan  
Encl.

1. Name and Address of Expert

1370

Ian Johnson  
BSS Group Pty. Ltd.  
59 Fletcher Street  
Essendon 3040

2. The Expert's Qualifications and Experience

Refer to Appendix B for the Curriculum Vitae of the writer of this report.

3. Statement Identifying the Expert's area of expertise

1375

I am a Building Consultant, and my area of expertise is in building related problems.

4. Statement setting out the Expert's expertise to make the report

1380

The matters in question relate to the standard of construction of common property within a residential development. I consider such to be within my experience and expertise. I regard myself competent to provide expert opinion in relation to same. The basis for this statement is many years operating as a Registered Builder in both the domestic and commercial sectors of the industry. Subsequently I have gained much experience acting as a Building Consultant, with particular emphasis in building dispute matters.

5. All Instructions that define the Scope of the Report (Original and supplementary and whether in writing or oral)

1385

Refer to the Background section at page 4 of this report.

I am informed that OC1 considers that defects affecting the Common Property include:

1390

- i. Subsidence and cracking of the Gorman Drive roadway.
- ii. Potential issues with the Ornamental Pear trees planted in the nature.
- iii. The burst water pipe in front of the dwelling at 10 Gorman Drive on 15<sup>th</sup> April 2023.

I am instructed to identify any building defects in relation to OC1 common property and to provide a report that:

1395

- A. Provides recommendation for rectification of the faults.
- B. Includes cost estimates for the remediation required.

These directions are contained in a letter from Robertson Legal dated 27<sup>th</sup> July 2023, a copy of which is contained in Appendix K.

6. Facts, Matters and all assumptions upon which the report proceeds

1400 The facts, matters and assumptions on which the report proceeds are provided in the report to which this Appendix is attached.

7. Reference to those documents and other materials the expert has been instructed to consider or take into account in preparing his or her report in the literature or other material used in making the report.

1405 Refer to Appendix D in this report.

8. The Identity of the Person who carried any tests or experiments upon which the expert relied in making the report and the qualifications of that person

Cardno carried out geotechnical investigations to enable preparation of their report that is referred to in this document.

1410 9. Statement identifying any provisional opinions that are not fully researched for any reason (identify the reason why such opinions have not been or cannot be fully researched).

The cost estimates have been classified as preliminary as a number of quotations from external sources had not been confirmed at the time of writing this report.

1415 10. Statement setting out any questions falling outside the Expert's expertise and also a statement indicating whether the report is incomplete or inaccurate in any respect.

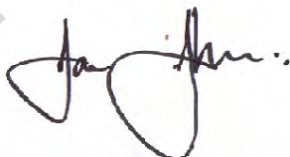
Refer previous statement.

11. Declaration

1420 I have made all the inquiries that I believe are desirable and appropriate and that no matters of significance which I regard as relevant have to my knowledge been withheld from the Court.

I also acknowledge that I have read Form 44A - Expert witness code of conduct and I agree to be bound by it.

1425



**Ian Johnson**

BBldg. (Hons.) GDipArts MAIB MBDPS MASBC  
Senior Building Consultant & Chartered Builder  
RBP CB U5773

1430

## PROPERTY DETAILS

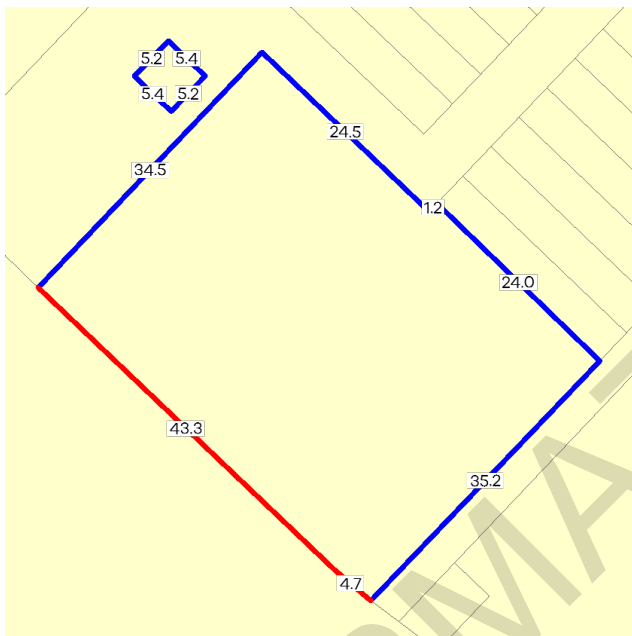
Address: **214/40 BUSH BOULEVARD MILL PARK 3082**  
 Lot and Plan Number: **Lot 206 PS703354**  
 Standard Parcel Identifier (SPI): **206\PS703354**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **887851**  
 Directory Reference: **Melway 183 C12**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

**Note:** There are 45 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 1724 sq. m

**Perimeter:** 189 m

For this property:

— Site boundaries  
 — Road frontages

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

1 overlapping dimension label is not being displayed

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

INFORMATION ONLY

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 October 2024 10:46 AM

## PROPERTY DETAILS

Address: **214/40 BUSH BOULEVARD MILL PARK 3082**  
Lot and Plan Number: **Lot 206 PS703354**  
Standard Parcel Identifier (SPI): **206\PS703354**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **887851**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 183 C12**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## OTHER

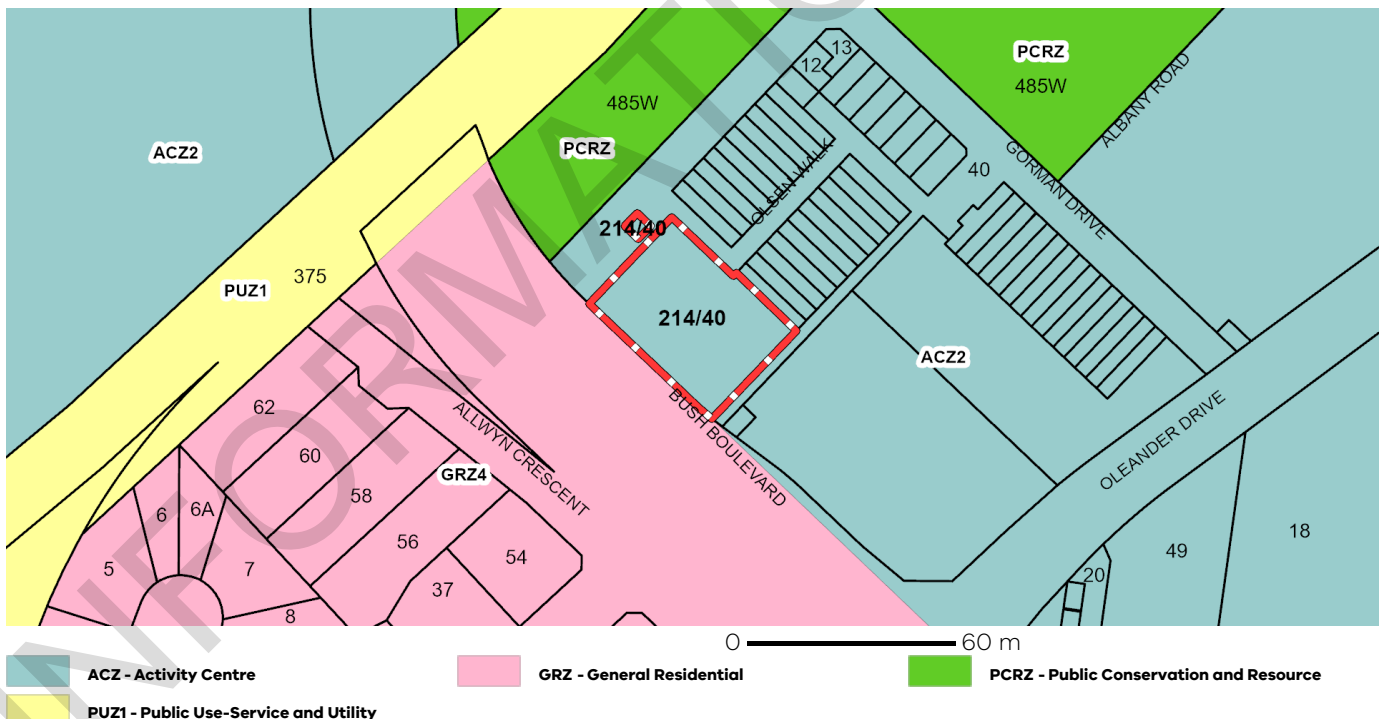
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 2 \(ACZ2\)](#)



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

Copyright © - State Government of Victoria

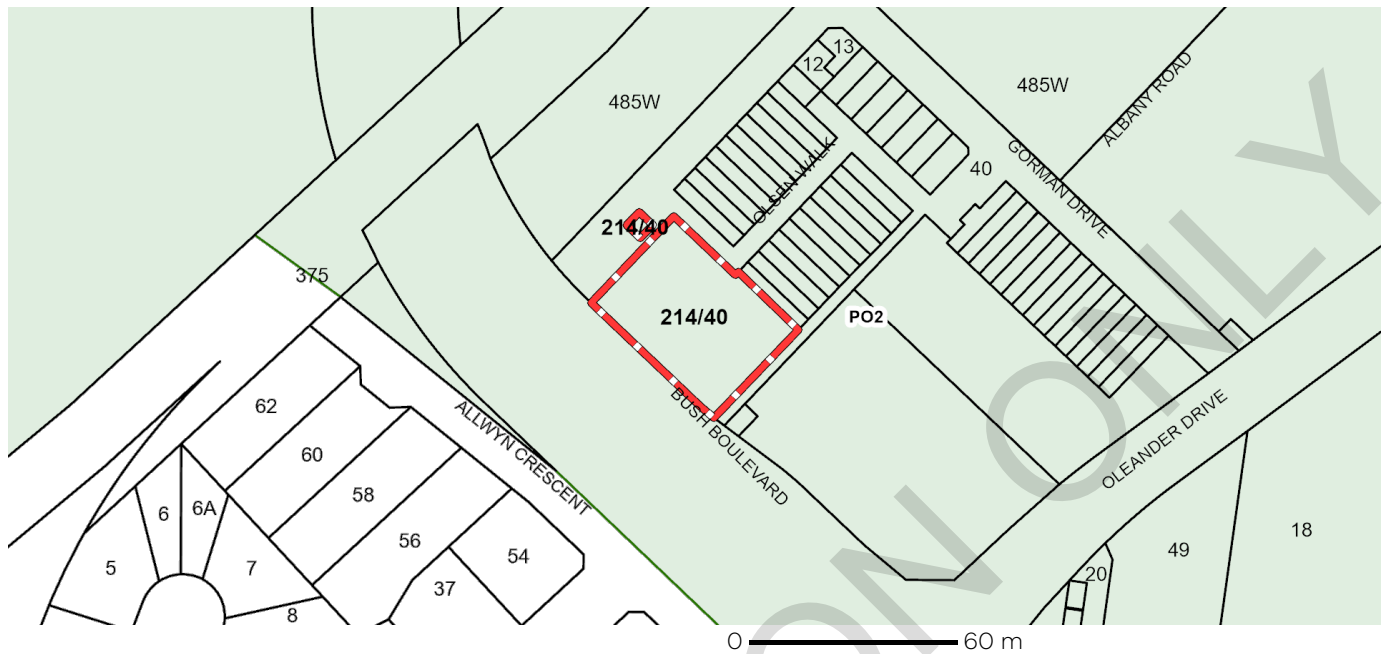
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

### PARKING OVERLAY (PO)

### PARKING OVERLAY - PRECINCT 2 SCHEDULE (PO2)

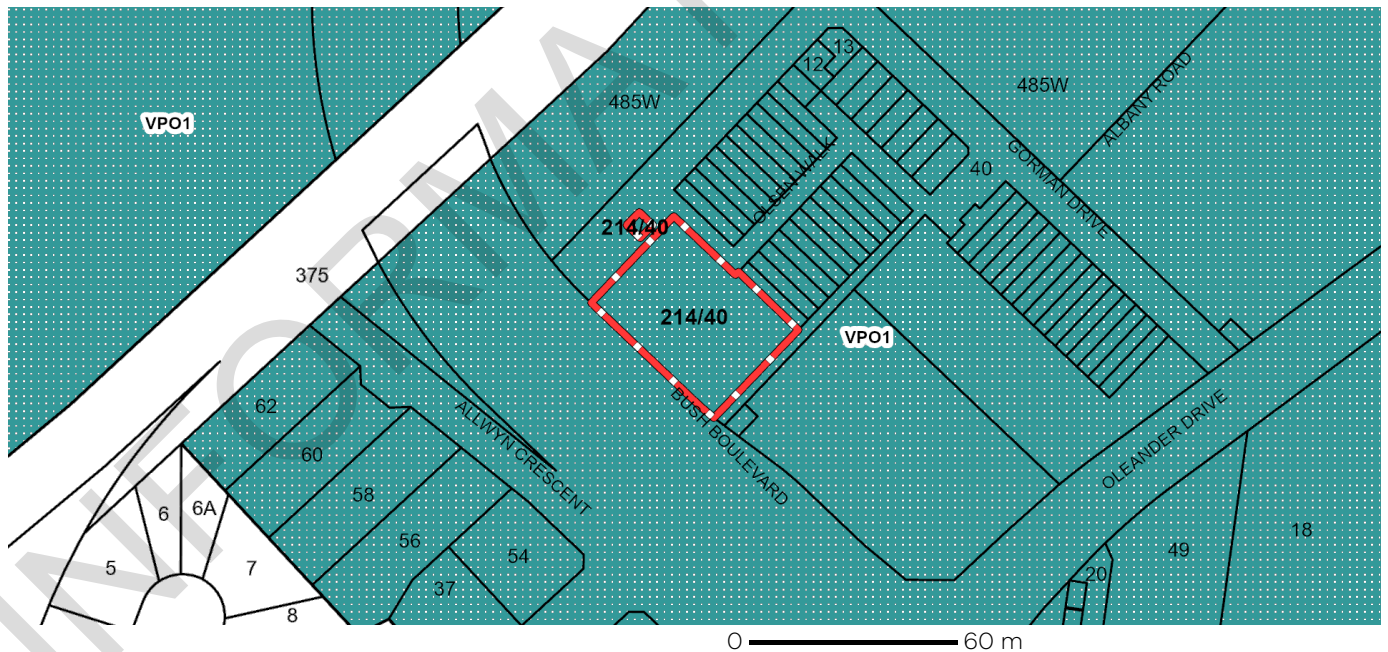


 **PO - Parking Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection Overlay**

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

## Planning Overlays

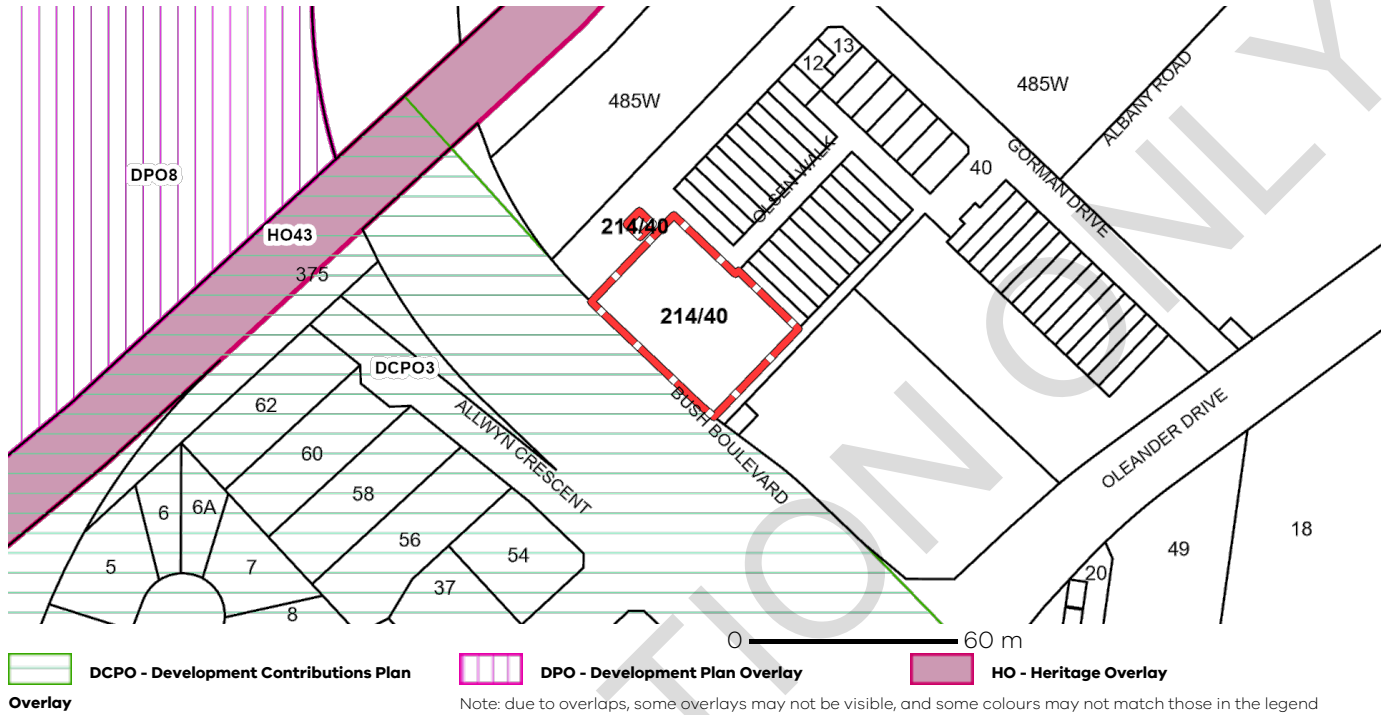
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

[HERITAGE OVERLAY \(HO\)](#)



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

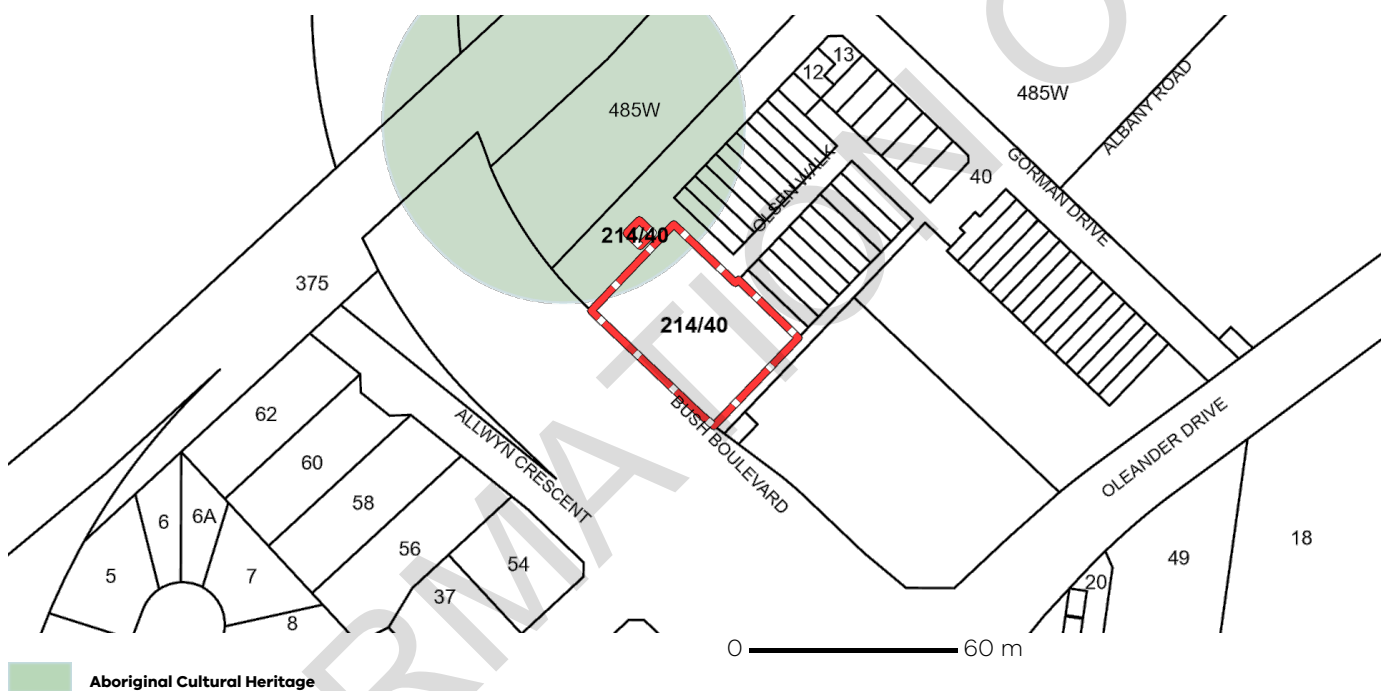
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

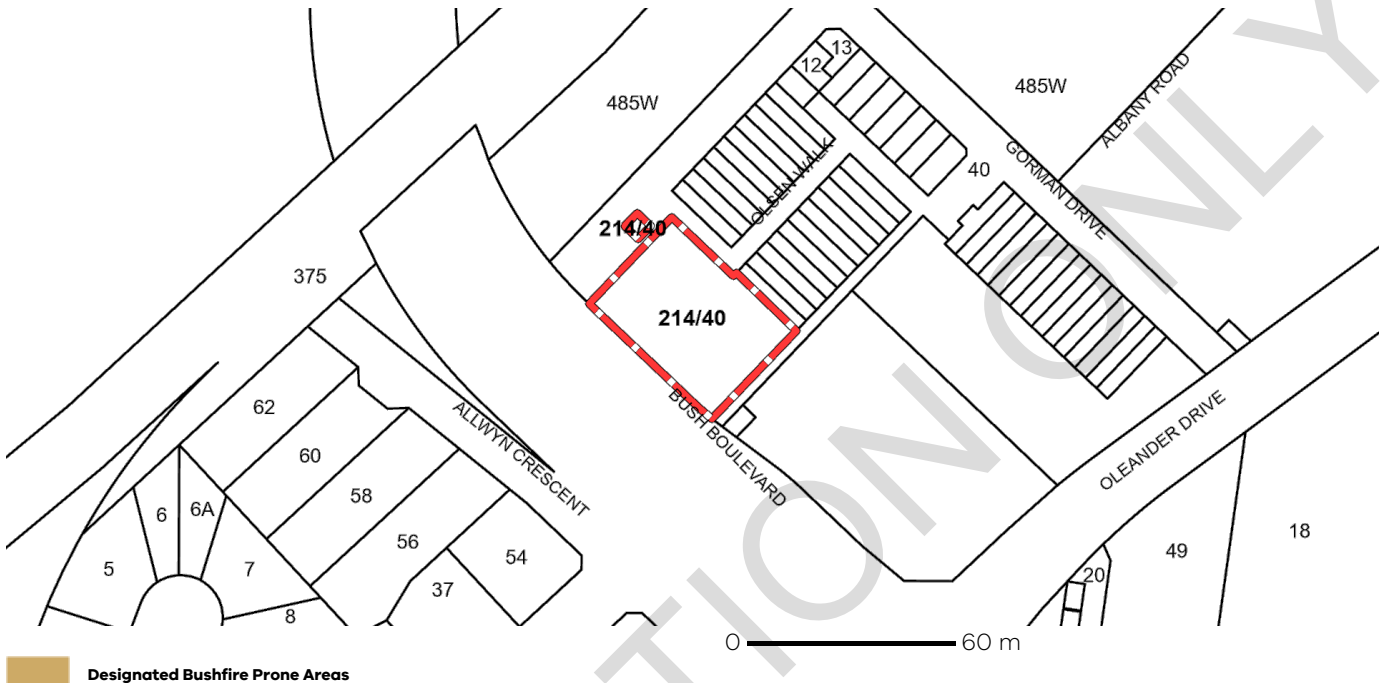
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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