



Independent Conveyancing

Group Pty Ltd

VENDORS:

Maria Sarson

CONTRACT OF SALE

PROPERTY:

Unit 107, Level 1, 82 Epping Road EPPING VIC 3076

Ref: 4641

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: Unit 107, Level 1, 82 Epping Road EPPING VIC 3076

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

The terms of this contract are contained in the:

- * Particulars of sale; and
 - * Special conditions, if any; and
 - * General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
 - * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached
- and in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

SIGNED BY THE PURCHASER on/..... /20

Print name of person signing:

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

This offer will lapse unless accepted within [] clear business days (3 business days if none specified).

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

Print name of person signing **Maria Sarson**

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
219 High Street THOMASTOWN VIC 3074

Tel: 9465 7766 Fax: 9464 3177 Ref: Email:
sold@rataandco.com.au

VENDOR

Maria Sarson

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Independent Conveyancing Group Pty Ltd
of 33 Derrimut Street, ROCKBANK VIC 3335

Tel: 0459 343 599 Fax: Ref: 4641 Email:
independentconveyancing@gmail.com

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND (general condition 3 &9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11367 / 579	81	PS617864Y

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

Unit 107, Level 1, 82 Epping Road EPPING Vic 3076

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

PAYMENT

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

GST (refer to general condition 13)
The price includes GST (if any) unless the words '**plus GST**' appears in this box:

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

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

SETTLEMENT

Is due on

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

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

LEASE

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

in which case refer to general condition 1.1.

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

(only complete the one that applies. Check tenancy agreement/lease before completing details.

*residential tenancy agreement for a fixed term ending

Or

*periodic residential tenancy agreement determinable by notice

Or

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

TERMS CONTRACT

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN (refer to general condition 14)

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. Identity And Measurements

The Purchaser admits that the land as offered for sale, occupied by the Vendor and inspected by the Purchaser is identical to that described as the land sold in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

2. Planning

The property is sold subject to any restrictions as to the use under any permit, order, plan, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

3. Company Guarantee

If the Purchaser shall be or include a body corporate, the signatories to the Contract hereby personally guarantee the performance of the Contract and the observance of all the terms and conditions in the Contract and shall be jointly and severally liable for such performance and observance of all the terms and conditions. Further all the Directors of the body corporate agree to sign a persona guarantee in the form provided by the Vendor upon request.

4. Foreign Investment Review Board

- 4.1. The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the Purchaser to obtain consent to enter this contract.
- 4.2. If there is a breach of the warranty contained in clause 3.1 (whether intentional or not) the Purchaser must indemnify and compensate the vendor for any loss, damage or cost which the Vendor incurs as a result of the breach;
- 4.3. This warranty and indemnity do not merge on completion of this contract.

5. Goods And Services Tax

- 5.1 For the purposes of this Special Condition:
 - 5.1.1 'GST' means GST within the meaning of the GST Act;
 - 5.1.2 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999*;
 - 5.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.
- 5.2
 - 5.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which payment is to be made;
 - 5.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply.

6. Acknowledgements

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent a Statement pursuant to Section 32 of the Sale of Land Act 1962.

7. Deposit

- a. The said deposit shall be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962 and on the Purchaser becoming entitled to a transfer or conveyance of the land the Purchaser will provide to the Vendor written acknowledgement to that effect.
- b. Any deposit money received by a Solicitor or Estate Agent shall be held as Stakeholder pursuant to Division 3 of the Sale of Land Act 1962.

8. Condition of Property and Compliance with Notices

The property and any chattels are sold in their present condition and subject to any defects. The Purchaser acknowledges that he or she has inspected the chattels, fittings and appliances forming part of this Contract and that he or she is aware of their condition and any deficiencies. The Purchaser shall not require the chattels to be in working order at the date of completion, nor shall they claim any compensation in relation thereto. This Contract shall not be avoided on the grounds that the chattels or any of them cannot be delivered to the Purchaser and the Purchaser's right in relation to any non-delivery of any chattels shall be limited to any claim the Purchaser may have, subject always to any essential or paramount special condition, for compensation or damages after the final settlement.

9. Services

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

The Purchaser also acknowledges that it is his or her responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any service her or she may require. Unless the Purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained (if relevant) and some services may be disconnected at settlement date. The Purchaser acknowledges that it will be his or her responsibility to pay all costs of and incidental to connection or re-connection to the land of all the services he or she may require.

10. Insurance

The property remains at the risk of the Vendor until final settlement; however, the Purchaser acknowledges that he or she has been advised to fully insure all the improvements on the property from the date the Contract becomes unconditional.

11. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

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

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

11.3 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.

11.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions' legislation.

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

11.6 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.

11.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

11.9 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
- (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

11.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

12. Transfer of Land – If matter will not proceed electronically

The Purchaser shall deliver to the Vendor a Transfer of Land not less than ten (10) days before settlement. The Vendor will not be obliged to complete this Contract until the expiration of 10 days from the receipt of the Transfer of Land. The Purchaser will be deemed to have made default in payment of the balance as from the settlement date where the Transfer of Land is not delivered in accordance with this Special Condition. An administration fee of \$220.00 will apply if such default occurs.

13. Adjustments and Certificates

The Purchaser’s representative on behalf of the Purchaser agrees to provide a copy of all authority certificates including Council, Water, Land Tax and Owners Corporation (if applicable) obtained by them to complete any Statement of Adjustments to the Vendor’s representative. The Vendor or its representative will not be obliged to provide any cheque direction until this condition has been complied with.

14. Sale Proceeds

The Vendor authorizes Independent Conveyancing Group Pty Ltd to specify and collect on behalf of the Vendor all proceeds due under this Contract of Sale in the manner specified by Independent Conveyancing Group Pty Ltd with Independent Conveyancing Group Pty Ltd producing any separate or other direction or authority from the Vendor. The Purchaser agrees to provide the proceeds in accordance with the written direction to Independent Conveyancing Group Pty Ltd.

15. Number Of Cheques – If matter will not proceed electronically

The Vendor may request up to a maximum of eight (8) Bank cheques at settlement.

16. Settlement – If matter will not proceed electronically

Settlement shall be affected prior to 3:30 pm (Eastern Standard Time or Eastern Daylight-Saving Time) at the office of the Vendor’s representative or at any place nominated by the Vendor’s representative. Should the settlement not occur before the said time on or after the due date for the completion of the Contract, as a result of the conduct of the Purchaser, his or her representative or their mortgagee or mortgagees, the Purchaser shall be deemed to be in default in the payment of the residue of the purchase money until the

following business day.

Should Independent Conveyancing Group Pty Ltd hold clear Certificate of Title on behalf of the Vendor, settlement shall take place at the office of Independent Conveyancing Group Pty Ltd. If a CBD settlement attendance is required by the Purchaser's representative, a bank cheque made payable to 'Independent Conveyancing Group Pty Ltd' for the amount of \$330.00 shall be applicable for the attendance of same.

17. Default

Should the Purchaser default in payment of any of the purchase monies herein then the Purchaser will pay penalty interest on such outstanding monies at the rate of fifteen percent (15%) from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General Condition 26 does not apply to this Contract.

17.1 The Purchaser acknowledges and agrees:-

- a. that if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses;
- b. the Vendor shall not in any circumstances be liable for any damages, costs or interest whatsoever and howsoever arising; and
- c. to pay the sum of \$660.00 (inclusive of GST) to the Vendor's representative being the costs of preparation and service of a Default Notice. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under the Contract or otherwise.

17.2 The Purchaser in addition to the interest chargeable under this Contract shall pay to the Vendor on demand for:-

- a. interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement; and
- b. costs and expenses as between conveyancer and client;
- c. accommodation expenses necessarily incurred by the Vendor;
- d. A fee for rescheduling settlement from the due date to such alternative date thereafter set at \$330.00 for each and every rescheduled settlement date. Such additional amounts must be paid on the said rescheduled settlement date.

18. Notice to the Purchaser— Residential premises or potential residential land - GST Withholding in accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

Please mark one box only:

The Purchaser is **not required** to withhold GST at settlement as the Property is an existing residential premises or commercial premises.

The Purchaser **is required** to withhold GST at settlement as the property is:

- (i) A new residential premises; or
- (ii) A potential residential land included on a property subdivision plan.

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST ACT;

(a) Seller's notice

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the seller hereby gives notice under s 14-255 that the buyer is not required to make a GST withholding payment under s 14-250 for the reason for the reason indicated in the table; otherwise
- (ii) The seller shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(b) Amount to be withheld by the buyer

- (i) Where the margin scheme applied 7% of the purchase price; otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration)

(c) Buyer to notify Australian Taxation Office

The buyer must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(d) Buyer to remit withheld amount

- (i) If settlement is conducted through an electronic conveyancing platform, the buyer must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The buyer must give the seller on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and dawn on an authorised deposit taking institution. The seller must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(e) Seller to indemnify buyer

In the event that the buyer is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the seller indemnifies the buyer for such additional amount.

19. Solar Panels (if Applicable)

If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:

- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
- (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
- (c) the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

20. Nomination

The Purchaser may no later than 10 days before the due date for settlement, nominate a substitute or subsequent purchaser, however the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract. The Purchaser must pay to the Vendor's representatives' costs for administration in the sum of \$330.00 by way of adjustment at settlement.

21. Reschedule Fee

Rescheduling settlement from the Contract of Sale date to such alternative date, a fee of \$330.00 for each and every rescheduled date will be applicable. Such additional amounts must be paid on the said rescheduled settlement date.

22. Early Possession and Licence Agreement

In the event, that the Vendor allows the Purchaser to take early possession of the subject property, prior to settlement, a Licence Agreement will be required. The Purchaser shall execute a Licence Agreement as prepared by the Vendor's representative and agrees to pay the cost of \$440.00 associated with the preparation of the same. Such cost to be adjusted/payable at settlement.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 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.
- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—
if the security interest is registered in the Personal Property Securities Register.

- 7.3** The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4** The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
(a) is not described by serial number in the Personal Property Securities Register; and
(b) is predominantly used for personal, domestic or household purposes; and
(c) 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.
- 7.5** A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6** If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7** In addition to ensuring a release is received under general condition 7.2(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.
- 7.8** The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9** If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10** If settlement is delayed under general condition 7.9, 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.
- 7.11** Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** 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.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** 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.
- 9.5** 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.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

- 10.2 The vendor's obligations under this general condition continue after settlement.
10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 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

12. Stakeholding

- 12.1 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 do 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 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 on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner
17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

- A party who breaches this contract must pay to the other party on demand:
(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

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.

SECTION 32

STATEMENT

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

Vendor:	Maria Sarson
Property:	Unit 107, Level 1, 82 Epping Road EPPING VIC 3076 Volume 11367 Folio 579

VENDORS REPRESENTATIVE

Independent Conveyancing Group Pty Ltd

33 Derrimut Street
ROCKBANK VIC 3335

Tel: 0459 343 599

Fax:

Email: independentconveyancing@gmail.com

Ref: 4641

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

Warning to the Purchaser: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.

You may be liable to pay a growth areas infrastructure contribution when you purchase the property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption form, or reduction of, the whole part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from a growth areas infrastructure contribution in certain situations. It is in your best interest to obtain advice as to any potential liability before you commit yourself to buy.

32A FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
City of Whittlesea	See attached	Per annum
Yarra Valley Water	See attached	Per annum
Aus Body Corporate	See attached	Per annum

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

Their total does not exceed \$8,500.00

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

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

32B INSURANCE

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

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

SECTION 32 STATEMENT
UNIT 107 LEVEL 1, 82 EPPING ROAD EPPING VIC 3076

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There **is** access to the Property by Road.

(d) PLANNING

Planning Scheme:
Responsible Authority:
Zoning:
Planning Overlay/s: OR See attached certificate

32D NOTICES

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

SECTION 32 STATEMENT
UNIT 107 LEVEL 1, 82 EPPING ROAD EPPING VIC 3076

32E BUILDING PERMITS

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the **Register Search Statement/s** and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

SECTION 32 STATEMENT
UNIT 107 LEVEL 1, 82 EPPING ROAD EPPING VIC 3076

- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

32J SWIMMING POOLS AND SMOKE ALARMS

In the event that an unfenced swimming pool, spa or other body of water on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at his or her expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.

Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 within 30 days after the completion of any Contract of Sale.

The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist
- Additional Statement (including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*) regarding **Undischarged Mortgages** (Section 32A(a))

SECTION 32 STATEMENT
UNIT 107 LEVEL 1, 82 EPPING ROAD EPPING VIC 3076

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Maria Sarson

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

UNDISCHARGED MORTGAGES – S32A(a)

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the Sale of Land Act 1962 (Vic) (sub-Section 32(2)(a)).

TERMS CONTRACTS - S32A(d)

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

Register Search Statement - Volume 11367 Folio 579

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

VOLUME 11367 FOLIO 579

Security no : 124110224597J
Produced 01/11/2023 09:32 PM

LAND DESCRIPTION

Lot 81 on Plan of Subdivision 617864Y.
PARENT TITLE Volume 11218 Folio 617
Created by instrument PS617864Y/D4 01/08/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

MARIA SARSON of "WARATAH GARDENS" UNIT 107 FLOOR 1 82 EPPING ROAD EPPING VIC
3076
AW519952L 03/02/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW519953J 03/02/2023
BANK OF QUEENSLAND LTD

COVENANT PS617864Y 05/08/2010

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 PS617864Y 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: "WARATAH GARDENS" UNIT 107 FLOOR 1 82 EPPING ROAD EPPING VIC
3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 19006F BANK OF QUEENSLAND LIMITED
Effective from 03/02/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS617864Y
OWNERS CORPORATION 4 PLAN NO. PS617864Y

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 01/11/2023, for Order Number 81741955. Your reference: 4641.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 01/11/2023 09:33:20 PM

OWNERS CORPORATION 1
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 8, Lots 1 - 140, HH.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC008241J 05/08/2010

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. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. Only the members of Owners Corporation 7 are entitled to use Common Property No. 7. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6. Only the members of Owners Corporation 8 are entitled to use Common Property No. 8.

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
Common Property 5	0	0



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**OWNERS CORPORATION 1
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Common Property 7	0	0
Common Property 8	0	0
Lot 1	20	20
Lot 2	15	15
Lot 3	20	20
Lot 4	15	15
Lot 5	20	20
Lot 6	15	15
Lot 7	20	20
Lot 8	20	20
Lot 9	20	20
Lot 10	20	20
Lot 11	15	15
Lot 12	15	15
Lot 13	15	15
Lot 14	15	15
Lot 15	15	15
Lot 16	15	15
Lot 17	15	15
Lot 18	15	15
Lot 19	15	15
Lot 20	15	15
Lot 21	15	15
Lot 22	20	20
Lot 23	20	20
Lot 24	20	20
Lot 25	20	20
Lot 26	15	15



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**OWNERS CORPORATION 1
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 27	20	20
Lot 28	15	15
Lot 29	20	20
Lot 30	15	15
Lot 31	15	15
Lot 32	15	15
Lot 33	15	15
Lot 34	15	15
Lot 35	20	20
Lot 36	20	20
Lot 37	15	15
Lot 38	15	15
Lot 39	15	15
Lot 40	15	15
Lot 41	20	20
Lot 42	20	20
Lot 43	20	20
Lot 44	15	15
Lot 45	20	20
Lot 46	15	15
Lot 47	20	20
Lot 48	15	15
Lot 49	20	20
Lot 50	15	15
Lot 51	20	20
Lot 52	15	15
Lot 53	20	20
Lot 54	15	15
Lot 55	15	15



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**OWNERS CORPORATION 1
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 56	15	15
Lot 57	20	20
Lot 58	15	15
Lot 59	15	15
Lot 60	20	20
Lot 61	15	15
Lot 62	20	20
Lot 63	15	15
Lot 64	20	20
Lot 65	15	15
Lot 66	20	20
Lot 67	20	20
Lot 68	15	15
Lot 69	20	20
Lot 70	15	15
Lot 71	20	20
Lot 72	15	15
Lot 73	15	15
Lot 74	15	15
Lot 75	20	20
Lot 76	15	15
Lot 77	15	15
Lot 78	20	20
Lot 79	15	15
Lot 80	20	20
Lot 81	15	15
Lot 82	20	20
Lot 83	15	15
Lot 84	20	20



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OWNERS CORPORATION 1
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 85	20	20
Lot 86	15	15
Lot 87	20	20
Lot 88	15	15
Lot 89	20	20
Lot 90	15	15
Lot 91	15	15
Lot 92	15	15
Lot 93	15	15
Lot 94	15	15
Lot 95	20	20
Lot 96	20	20
Lot 97	15	15
Lot 98	15	15
Lot 99	15	15
Lot 100	15	15
Lot 101	20	20
Lot 102	20	20
Lot 103	20	20
Lot 104	15	15
Lot 105	20	20
Lot 106	15	15
Lot 107	20	20
Lot 108	15	15
Lot 109	20	20
Lot 110	15	15
Lot 111	20	20
Lot 112	15	15
Lot 113	20	20



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OWNERS CORPORATION 1
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 114	15	15
Lot 115	15	15
Lot 116	15	15
Lot 117	15	15
Lot 118	15	15
Lot 119	20	20
Lot 120	20	20
Lot 121	15	15
Lot 122	15	15
Lot 123	15	15
Lot 124	15	15
Lot 125	20	20
Lot 126	20	20
Lot 127	20	20
Lot 128	15	15
Lot 129	20	20
Lot 130	15	15
Lot 131	20	20
Lot 132	15	15
Lot 133	20	20
Lot 134	20	20
Lot 135	20	20
Lot 136	20	20
Lot 137	20	20
Lot 138	20	20
Lot 139	20	20
Lot 140	20	20
Lot HH	200	200
Total	2620.00	2620.00



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**OWNERS CORPORATION 1
PLAN NO. PS617864Y**

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.

INFORMATION ONLY



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OWNERS CORPORATION 2
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 24.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC011895P 05/09/2011

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	20	20
Lot 2	15	15
Lot 3	20	20
Lot 4	15	15
Lot 5	20	20



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OWNERS CORPORATION 2
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	15	15
Lot 7	20	20
Lot 8	20	20
Lot 9	20	20
Lot 10	20	20
Lot 11	15	15
Lot 12	15	15
Lot 13	15	15
Lot 14	15	15
Lot 15	15	15
Lot 16	15	15
Lot 17	15	15
Lot 18	15	15
Lot 19	15	15
Lot 20	15	15
Lot 21	15	15
Lot 22	20	20
Lot 23	20	20
Lot 24	20	20
Total	410.00	410.00

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

Statement End.



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OWNERS CORPORATION 3
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 49 - 66.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC014900J 01/08/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 49	20	20
Lot 50	15	15
Lot 51	20	20
Lot 52	15	15
Lot 53	20	20
Lot 54	15	15



Department of Environment, Land, Water & Planning

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Produced: 01/11/2023 09:33:21 PM

OWNERS CORPORATION 3
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 55	15	15
Lot 56	15	15
Lot 57	20	20
Lot 58	15	15
Lot 59	15	15
Lot 60	20	20
Lot 61	15	15
Lot 62	20	20
Lot 63	15	15
Lot 64	20	20
Lot 65	15	15
Lot 66	20	20
Total	310.00	310.00

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

Statement End.



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OWNERS CORPORATION 4
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 67 - 84.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC014901G 01/08/2012

Notations:

Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Members of Owners Corporation 4 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 67	20	20
Lot 68	15	15
Lot 69	20	20
Lot 70	15	15
Lot 71	20	20



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**OWNERS CORPORATION 4
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 72	15	15
Lot 73	15	15
Lot 74	15	15
Lot 75	20	20
Lot 76	15	15
Lot 77	15	15
Lot 78	20	20
Lot 79	15	15
Lot 80	20	20
Lot 81	15	15
Lot 82	20	20
Lot 83	15	15
Lot 84	20	20
Total	310.00	310.00

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

Statement End.



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 5
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 5, Lots 25 - 48.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC018534L 19/06/2013

Notations:

Members of Owners Corporation 5 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 5 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 5	0	0
Lot 25	20	20
Lot 26	15	15
Lot 27	20	20
Lot 28	15	15
Lot 29	20	20



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**OWNERS CORPORATION 5
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 30	15	15
Lot 31	15	15
Lot 32	15	15
Lot 33	15	15
Lot 34	15	15
Lot 35	20	20
Lot 36	20	20
Lot 37	15	15
Lot 38	15	15
Lot 39	15	15
Lot 40	15	15
Lot 41	20	20
Lot 42	20	20
Lot 43	20	20
Lot 44	15	15
Lot 45	20	20
Lot 46	15	15
Lot 47	20	20
Lot 48	15	15
Total	410.00	410.00

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

Statement End.



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OWNERS CORPORATION 6
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 6, Lots 85 - 108.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC028770R 07/01/2016

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Lot 85	20	20
Lot 86	15	15
Lot 87	20	20
Lot 88	15	15
Lot 89	20	20
Lot 90	15	15



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Owners Corporation Search Report

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**OWNERS CORPORATION 6
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 91	15	15
Lot 92	15	15
Lot 93	15	15
Lot 94	15	15
Lot 95	20	20
Lot 96	20	20
Lot 97	15	15
Lot 98	15	15
Lot 99	15	15
Lot 100	15	15
Lot 101	20	20
Lot 102	20	20
Lot 103	20	20
Lot 104	15	15
Lot 105	20	20
Lot 106	15	15
Lot 107	20	20
Lot 108	15	15
Total	410.00	410.00

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

Statement End.



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 7
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 7, Lots 133 - 140.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC021487Y 03/04/2014

Notations:

Folio of the Register for Common Property No. 7 is in the name of Owners Corporation 1. Members of Owners Corporation 7 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 7	0	0
Lot 133	20	20
Lot 134	20	20
Lot 135	20	20
Lot 136	20	20
Lot 137	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2023 09:33:24 PM

**OWNERS CORPORATION 7
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 138	20	20
Lot 139	20	20
Lot 140	20	20
Total	160.00	160.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 01/11/2023 09:33:27 PM

OWNERS CORPORATION 8
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 8, Lots 109 - 132.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC040938J 02/10/2018

Notations:

LOTS 109 TO 132 (BOTH INCLUSIVE) ARE MEMBERS OF OWNERS CORPORATION NO.1 ON PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 8	0	0
Lot 109	20	20
Lot 110	15	15
Lot 111	20	20
Lot 112	15	15
Lot 113	20	20
Lot 114	15	15



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2023 09:33:27 PM

OWNERS CORPORATION 8
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 115	15	15
Lot 116	15	15
Lot 117	15	15
Lot 118	15	15
Lot 119	20	20
Lot 120	20	20
Lot 121	15	15
Lot 122	15	15
Lot 123	15	15
Lot 124	15	15
Lot 125	20	20
Lot 126	20	20
Lot 127	20	20
Lot 128	15	15
Lot 129	20	20
Lot 130	15	15
Lot 131	20	20
Lot 132	15	15
Total	410.00	410.00

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

Statement End.

PLAN OF SUBDIVISION	STAGE No. _____	LRS USE ONLY EDITION	PLAN NUMBER PS 617864Y
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COMMON PROPERTY NO. 1 IS ALL THE LAND IN THIS PLAN EXCEPT THE ROADS R1 TO R3 (B.I.), RESERVE NO. 1, AND COMMON PROPERTY NO. 2 TO COMMON PROPERTY NO. 8 (B.I.).

WHERE THEY HAVE BEEN SHOWN ON THE PLAN, SUPPORT COLUMNS HAVE BEEN DEPICTED THUS: ↘

BUILDING A - AS SHOWN ON SHEETS 4 TO 7 (LOTS 1 to 24)
ALL SERVICES, SERVICES DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.2, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.2 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 2 IS ALSO SHOWN AS CP2.**

BUILDING B - AS SHOWN ON SHEETS 8 TO 11 (LOTS 49 to 66)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.3, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.3 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 3 IS ALSO SHOWN AS CP3.**

BUILDING C - AS SHOWN ON SHEETS 16 TO 19 (LOTS 25 to 48)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.5, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.5 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 5 IS ALSO SHOWN AS CP5.**

BUILDING D - AS SHOWN ON SHEET 20 (LOTS 133 to 140)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.7, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.7 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS.

BUILDING E - AS SHOWN ON SHEETS 21 TO 24 (LOTS 85 to 108)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.6, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.6 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 6 IS ALSO SHOWN AS CP6.**

BUILDING F - AS SHOWN ON SHEETS 12 TO 15 (LOTS 67 to 84)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.4, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.4 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS.

LOTS 109 to 132 - AS SHOWN ON SHEETS 25 TO 32
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.8, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.8 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS.

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	LICENSED SURVEYOR(PRINT) <u>MARK CHARLES TOMKINSON</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE <u> / /</u> REF _____ VERSION _____	DATE <u> / /</u> COUNCIL DELEGATE SIGNATURE SHEET 2
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PLAN OF SUBDIVISION

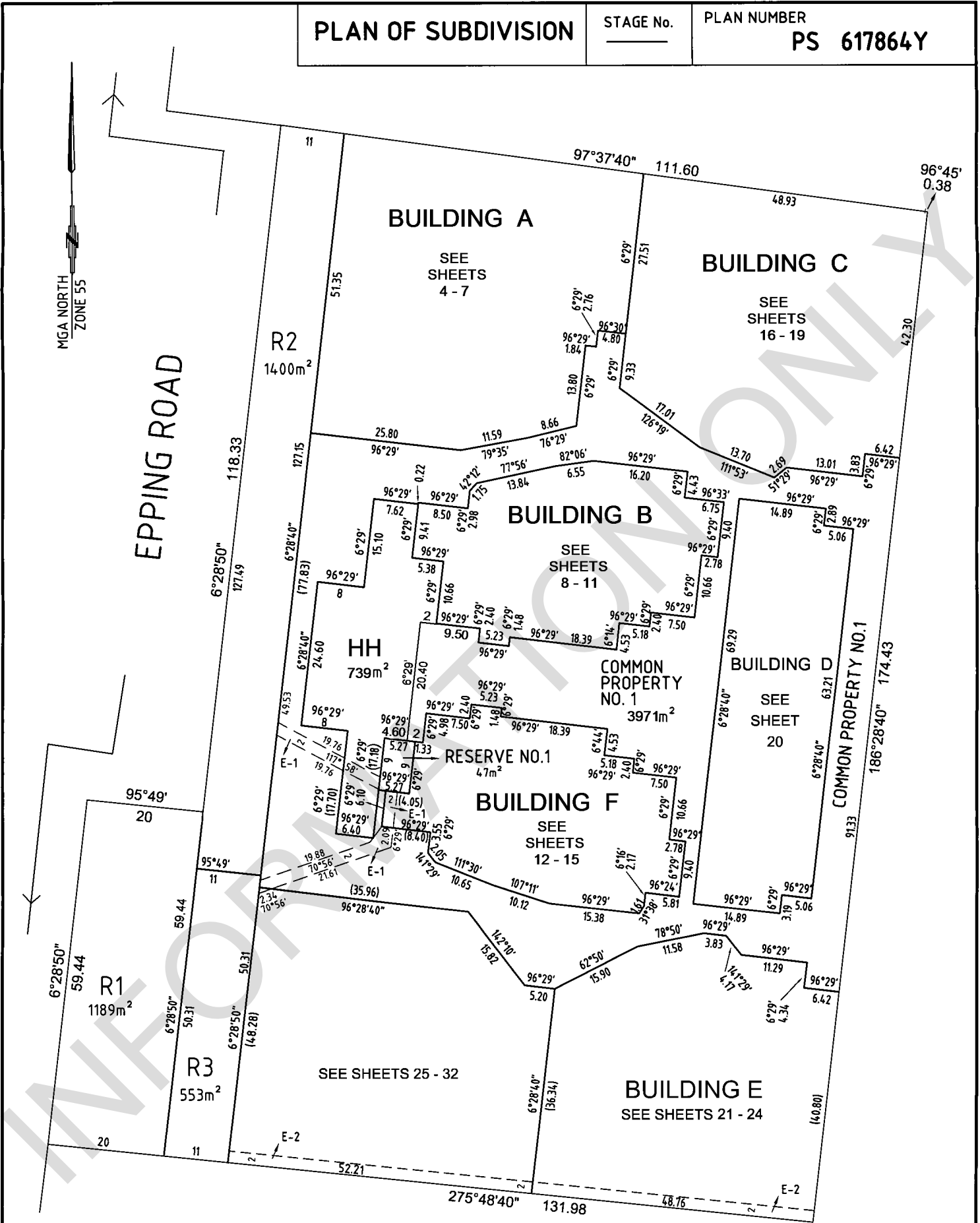
STAGE No. _____

PLAN NUMBER

PS 617864Y



EPPING ROAD

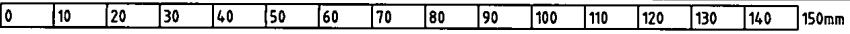


Land Development Consulting
Suite 20, The Clocktower
255 Drummond St., Carlton, 3053
Phone 9347 5655 Fax 9347 5054

ORIGINAL SCALE SHEET SIZE
SCALE 1:600 SHEET A3
SCALE 0 10 20 40 60
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARK CHARLES TOMKINSON
SIGNATURE *[Signature]*
DATE 21/4/08 REF 2736 PS VERSION F

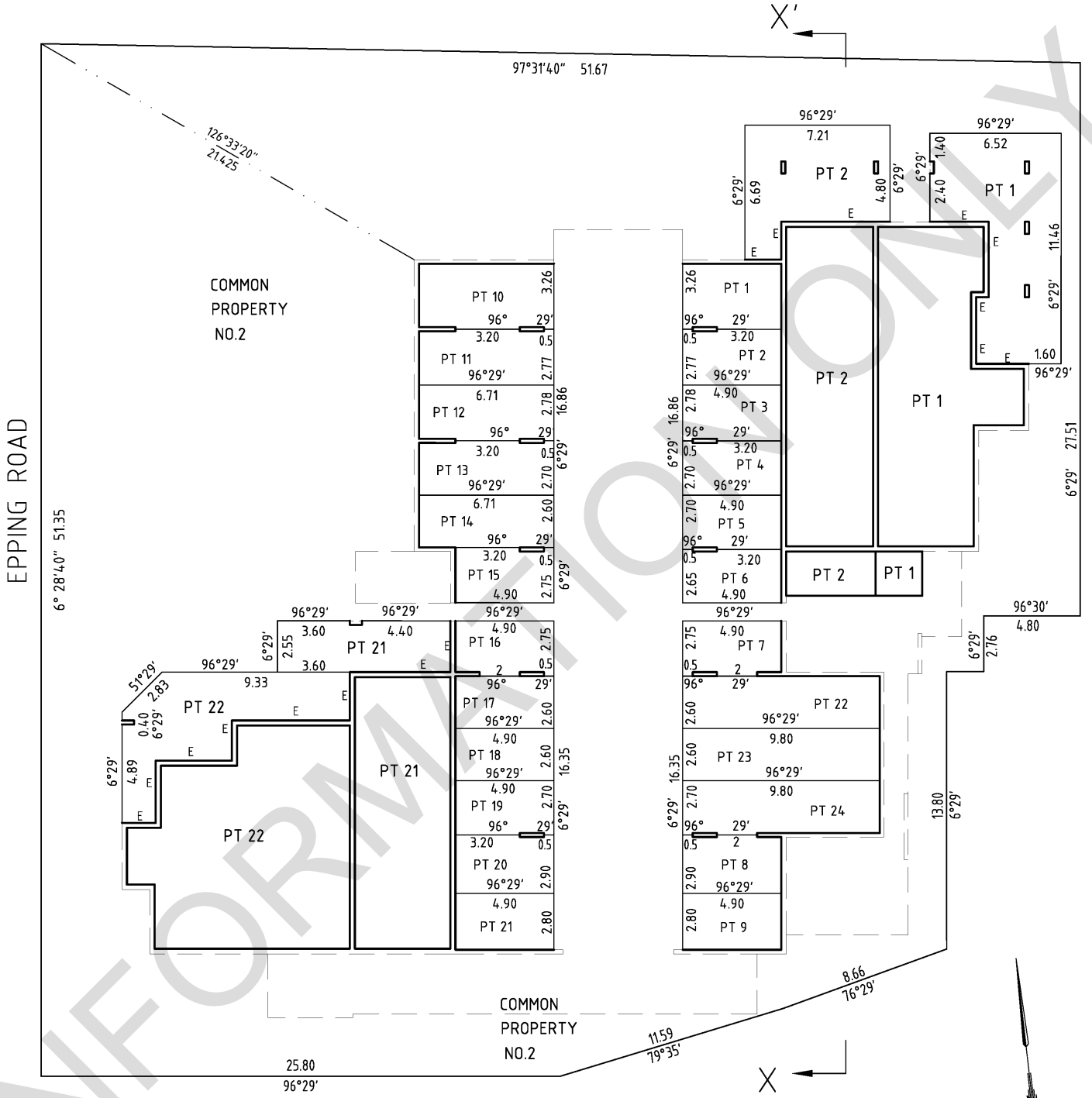
SHEET 3
[Signature]
DATE 28/6/2010
COUNCIL DELEGATE SIGNATURE



PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

LRS USE ONLY

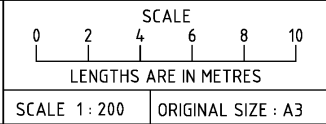
PLAN NUMBER
PS 617864Y



BUILDING A
DIAGRAM 1 GROUND LEVEL



Land Development Consulting
Suite 20, The Clocktower
255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054



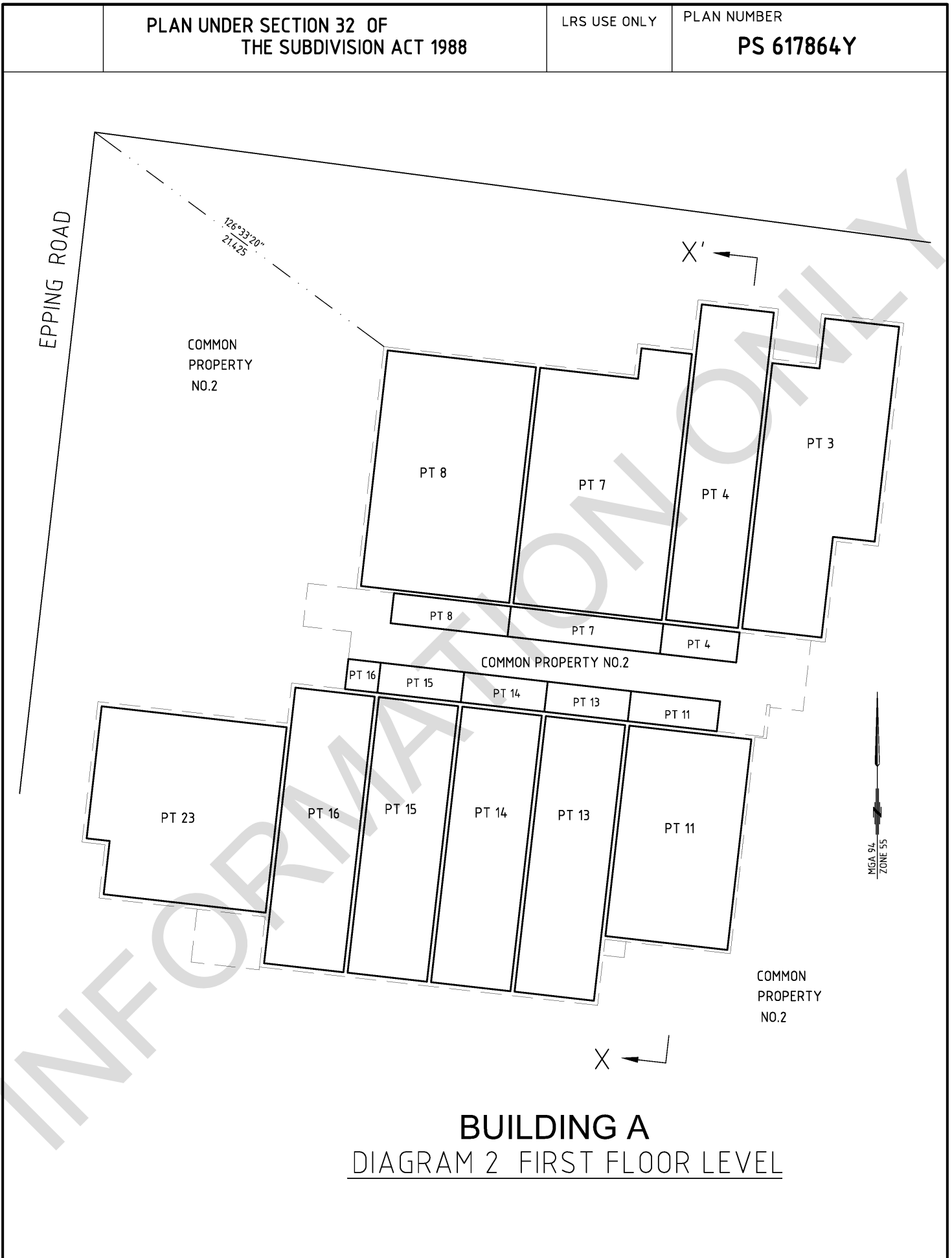
LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 3580 PS VERSION A

DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 4

PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

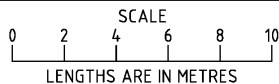
LRS USE ONLY

PLAN NUMBER
PS 617864Y



BUILDING A
DIAGRAM 2 FIRST FLOOR LEVEL

Land Development Consulting
Suite 20, The Clocktower
255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054



SCALE 1 : 200 ORIGINAL SIZE : A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3580 PS

VERSION A

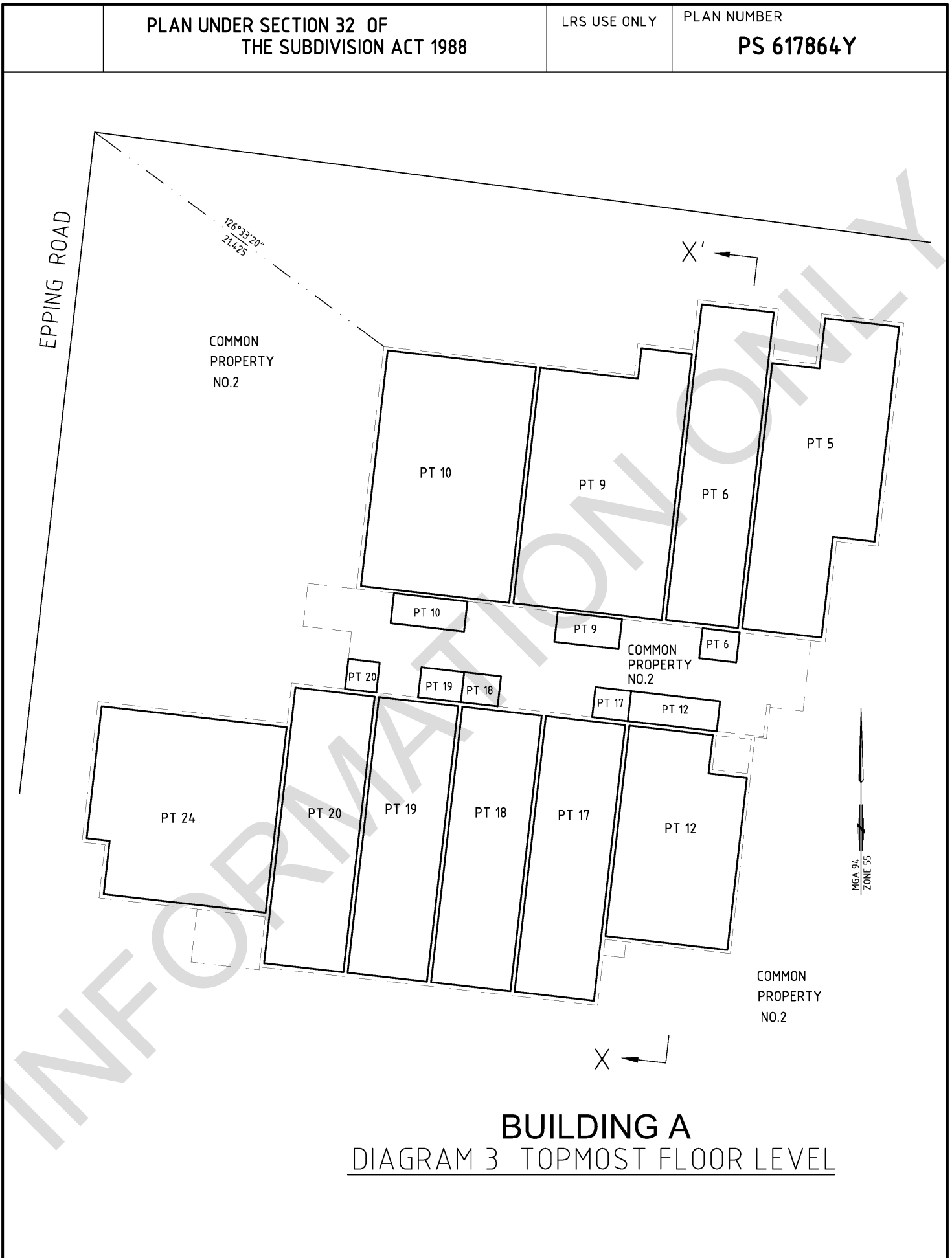
DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 5

PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

LRS USE ONLY

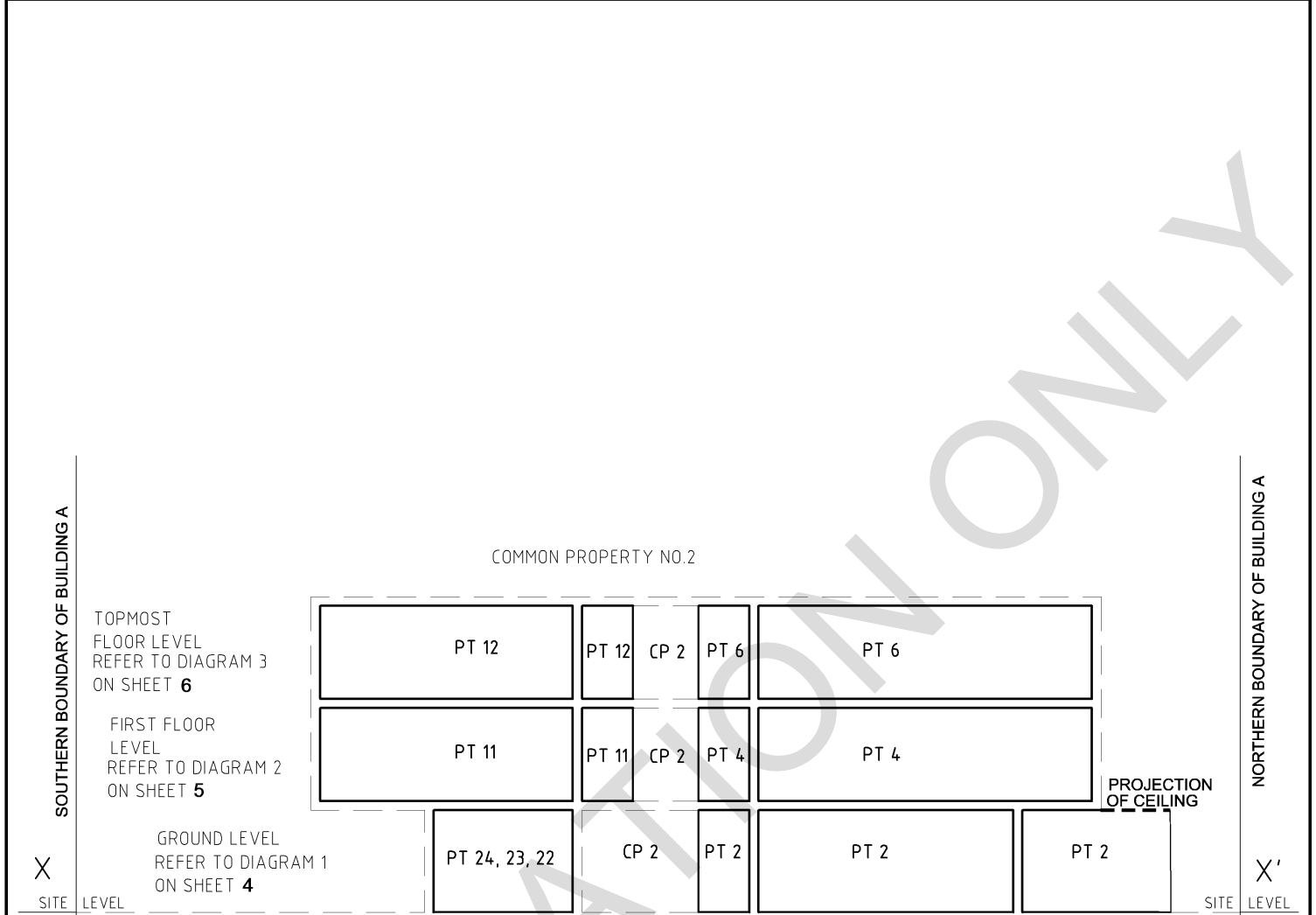
PLAN NUMBER
PS 617864Y



BUILDING A
DIAGRAM 3 TOPMOST FLOOR LEVEL

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE 0 2 4 6 8 10 LENGTHS ARE IN METRES		LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	DATE / /
	SCALE 1 : 200	ORIGINAL SIZE : A3	SIGNATURE DIGITALLY SIGNED	DATE / /
			REF 3580 PS	VERSION A
				SHEET 6

PLAN OF SUBDIVISION	LRS USE ONLY	PLAN NUMBER PS 617864Y
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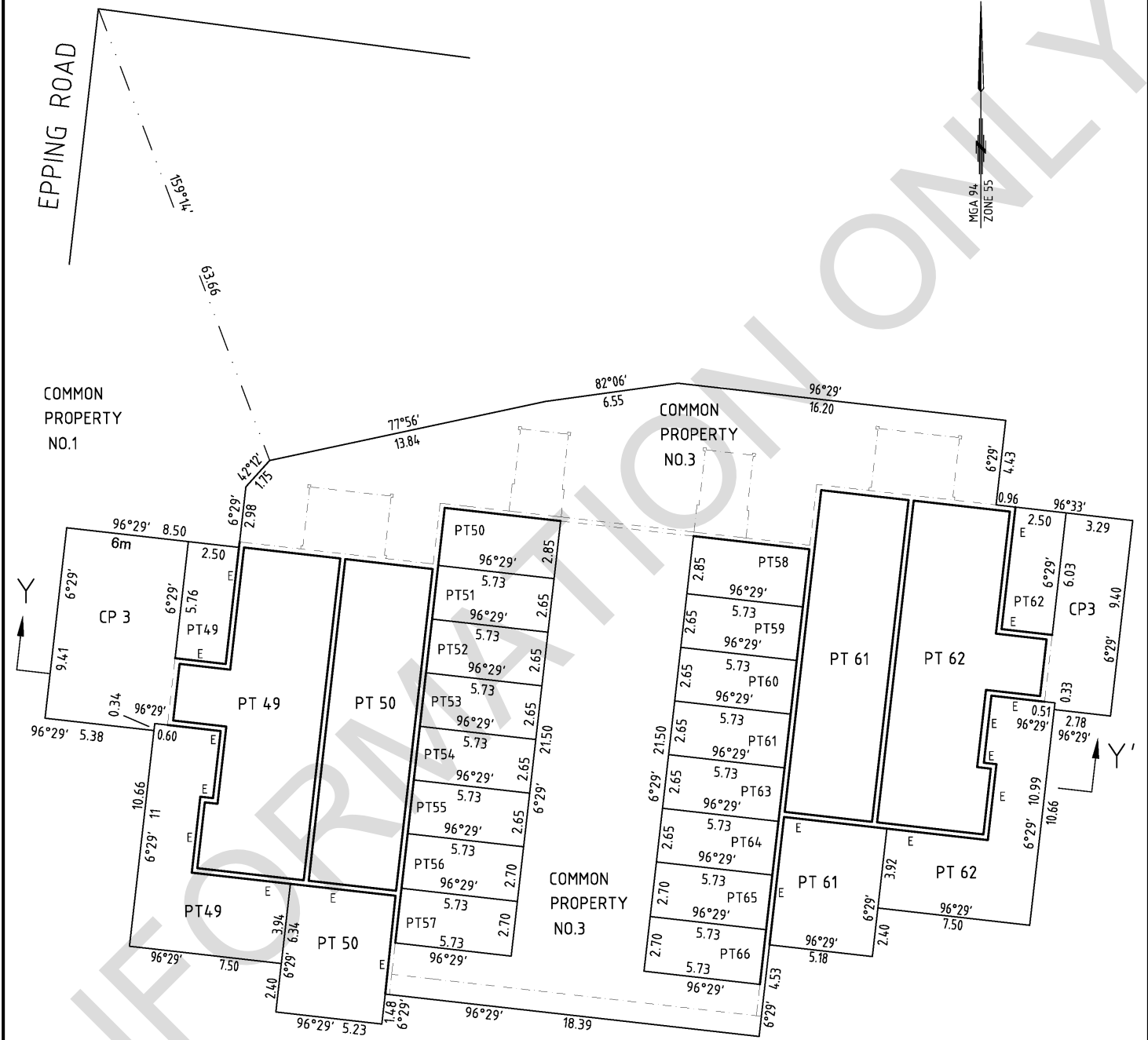
Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE LENGTHS ARE IN METRES SCALE 1 : 200 ORIGINAL SIZE : A3	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON SIGNATURE DIGITALLY SIGNED DATE / / REF 3580 PS VERSION A	DATE / / COUNCIL DELEGATE SIGNATURE SHEET 7
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PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

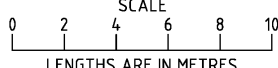
LRS USE ONLY

PLAN NUMBER

PS 617864Y



BUILDING B
DIAGRAM 4 - GROUND LEVEL

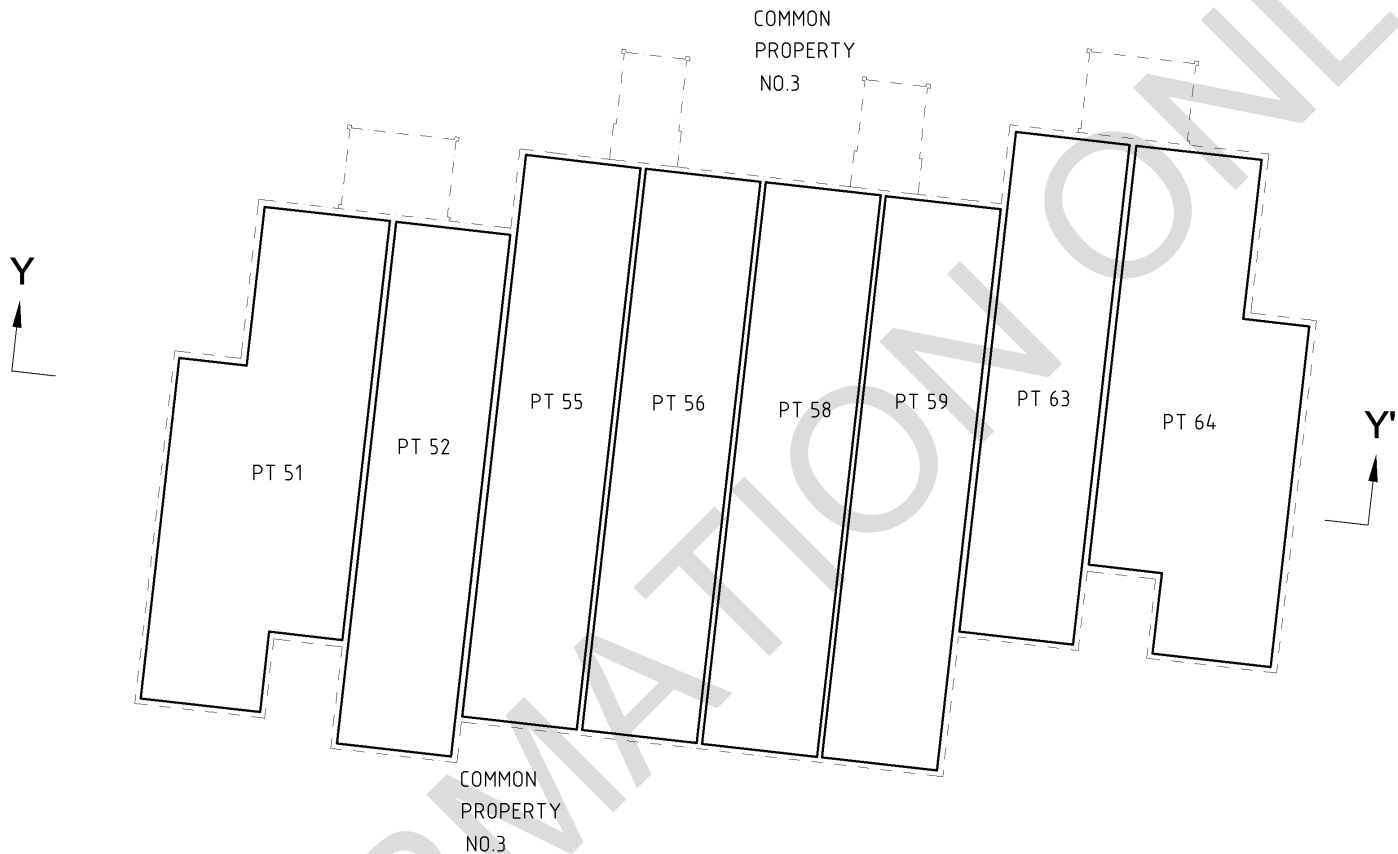
Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE  LENGTHS ARE IN METRES SCALE 1 : 200 ORIGINAL SIZE : A3	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON SIGNATURE DIGITALLY SIGNED DATE / / REF 3604 PS VERSION C	DATE / / COUNCIL DELEGATE SIGNATURE SHEET 8
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PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y



BUILDING B
DIAGRAM 5 - FIRST FLOOR LEVEL

MGA 94
 ZONE 55

Land Development Consulting
 Suite 20, The Clocktower
 255 Drummond Street,
 Carlton, 3053
 Phone 9347 5655 Fax 9347 5054

SCALE
 0 2 4 6 8 10
 LENGTHS ARE IN METRES
 SCALE 1 : 200 ORIGINAL SIZE : A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 3604 PS VERSION C

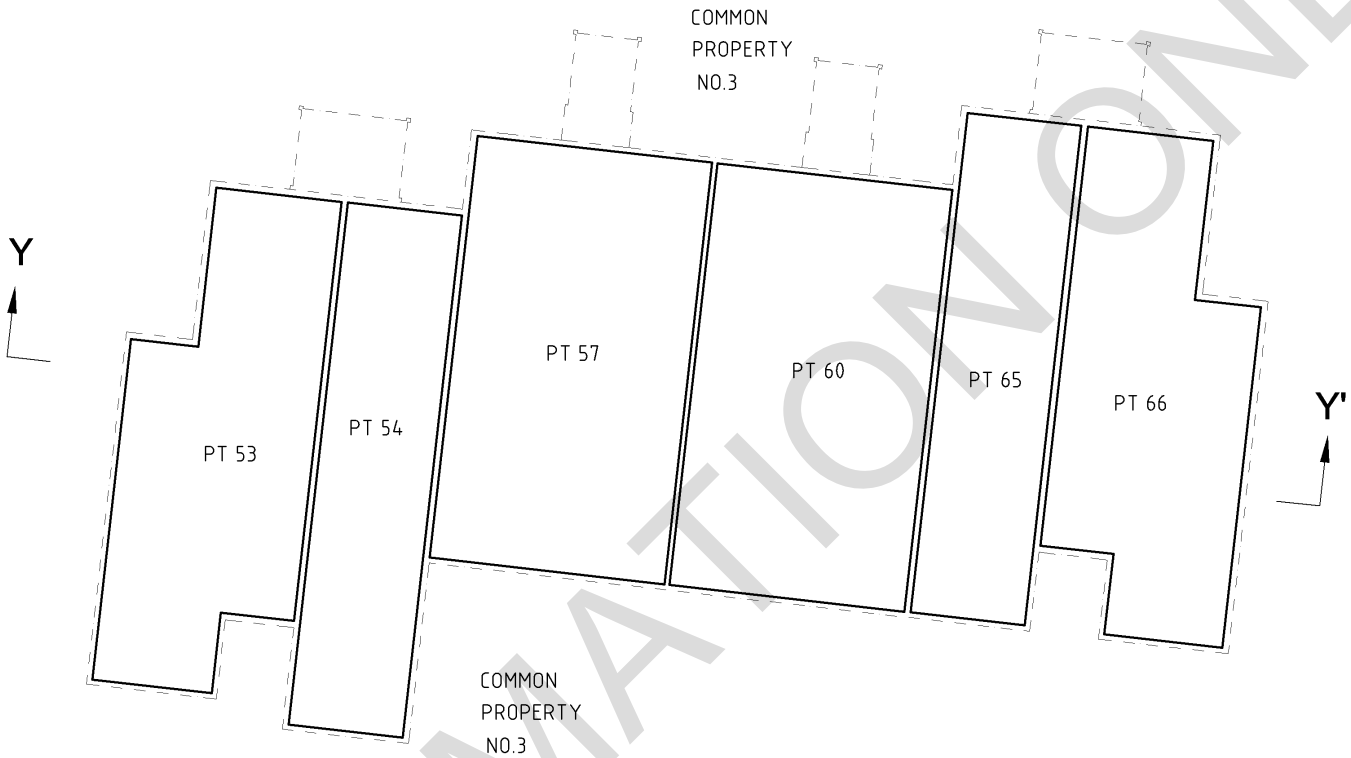
DATE / /
 COUNCIL DELEGATE SIGNATURE
SHEET 9

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y

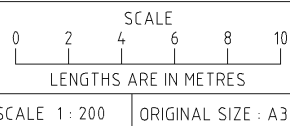


BUILDING B

DIAGRAM 6 - TOPMOST FLOOR LEVEL

MGA 94
ZONE 55

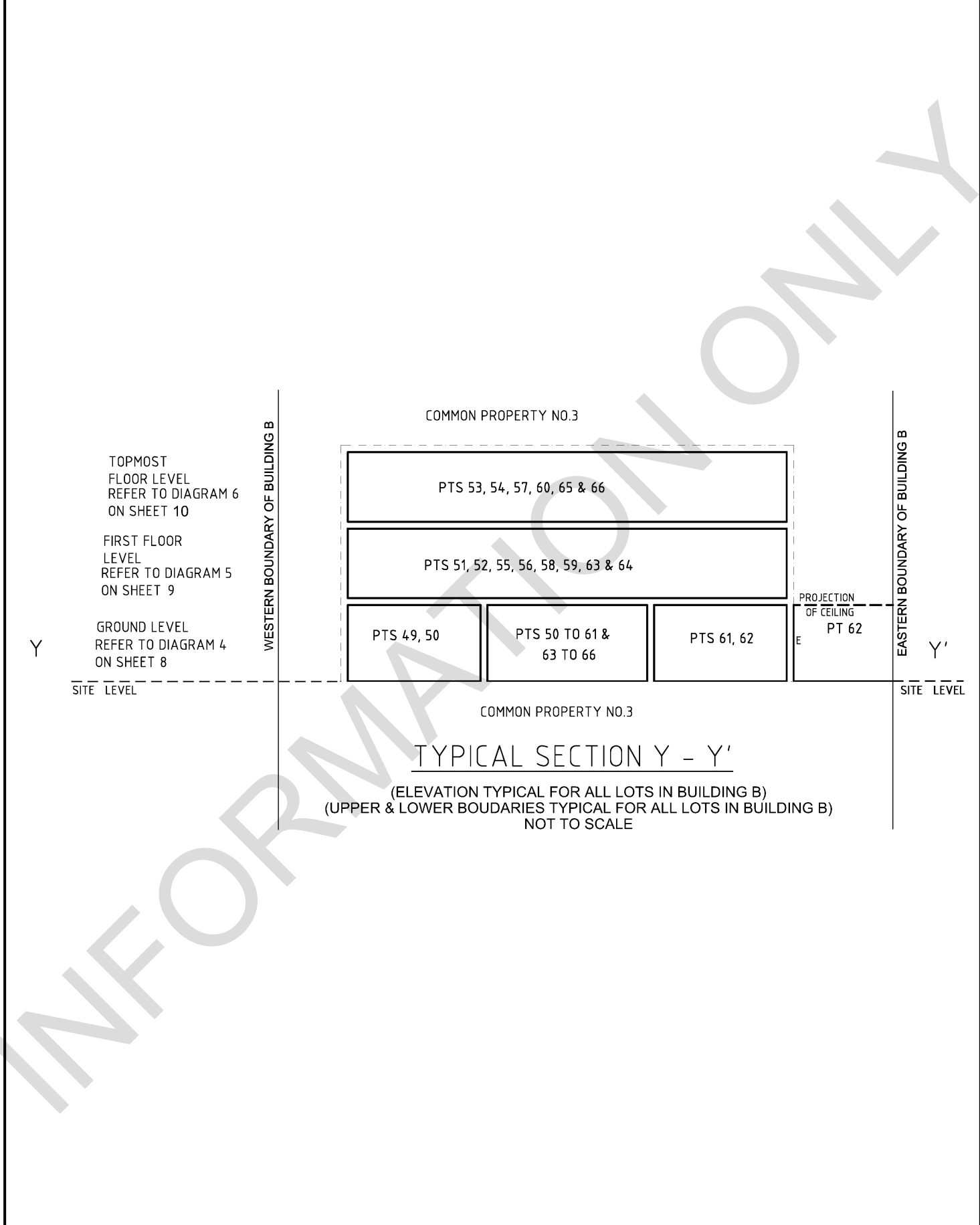
Land Development Consulting
Suite 20, The Clocktower
255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054



LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 3604 PS VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 10

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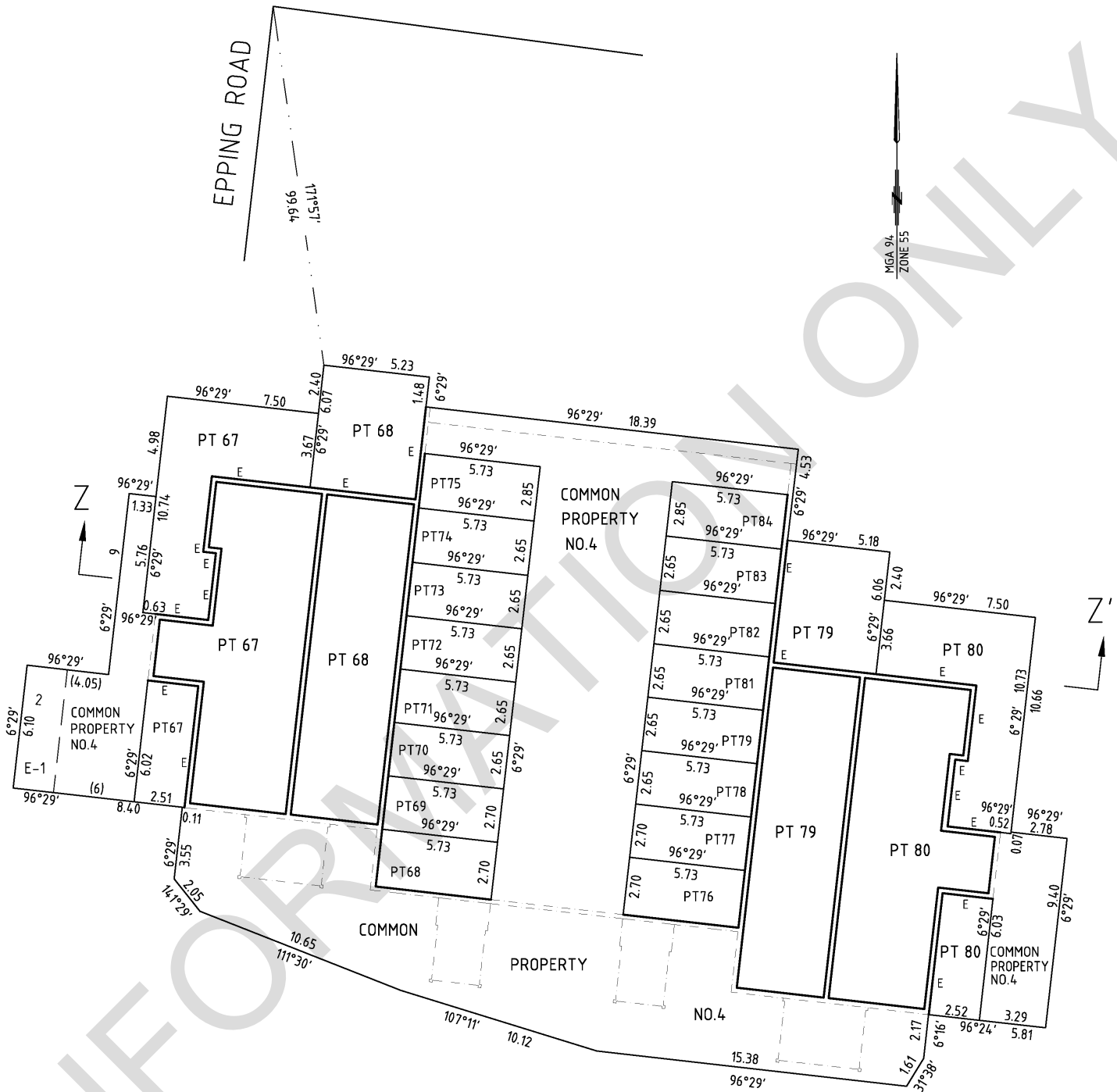
<p>Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054</p>	<p align="center">SCALE 0 2 4 6 8 10 LENGTHS ARE IN METRES</p> <p>SCALE 1 : 200 ORIGINAL SIZE : A3</p>	<p>LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON SIGNATURE DIGITALLY SIGNED DATE / / REF 3604 PS VERSION C</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE SHEET 11</p>
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PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

LRS USE ONLY

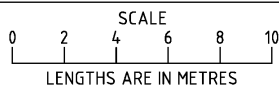
PLAN NUMBER

PS 617864Y



BUILDING F
DIAGRAM 7 - GROUND LEVEL

Land Development Consulting
Suite 20, The Clocktower
255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054



SCALE 1 : 200 ORIGINAL SIZE : A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3605 PS VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE

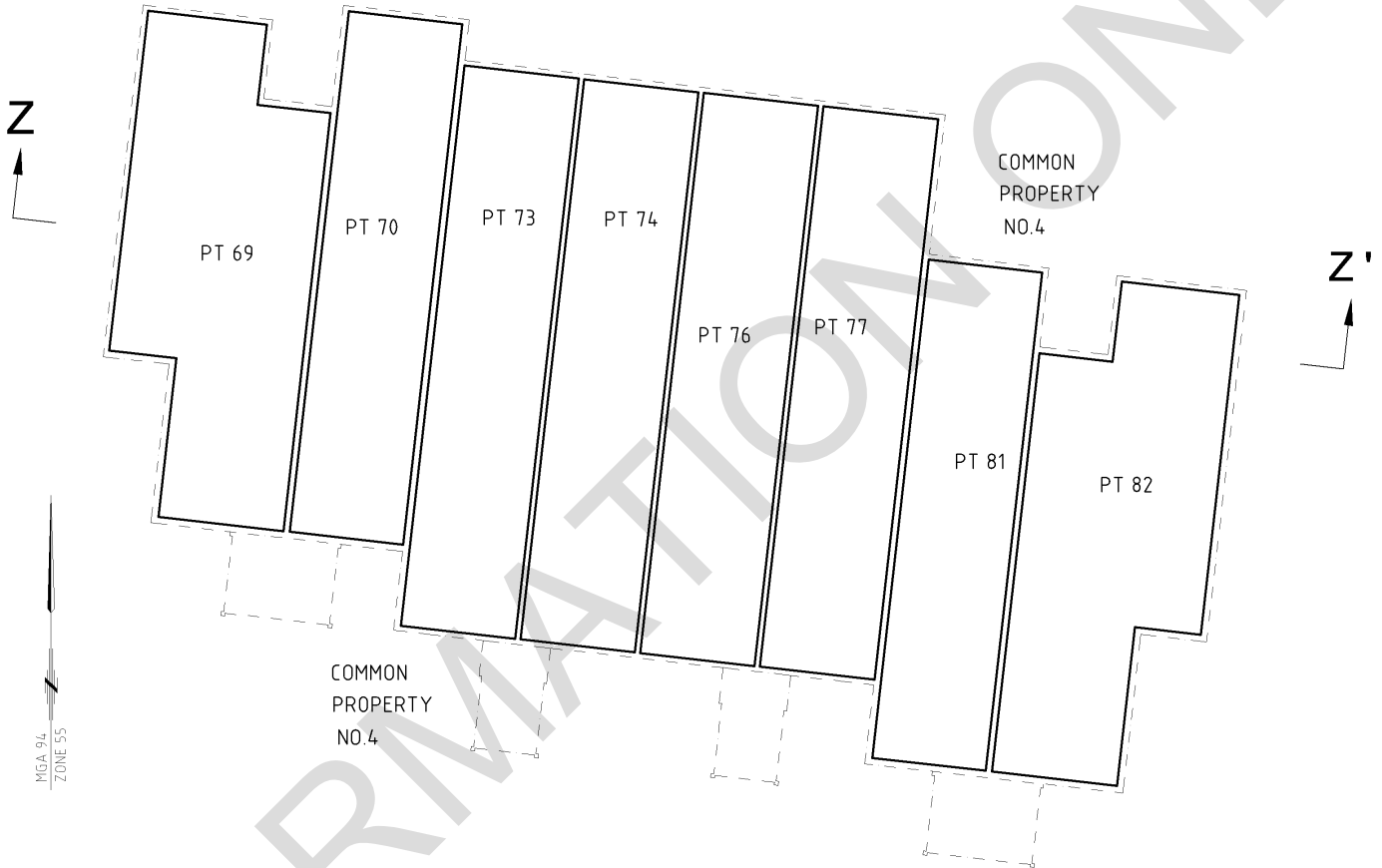
SHEET 12

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y



BUILDING F

DIAGRAM 8 - FIRST FLOOR LEVEL

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Suite 20, The Clocktower
255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

SCALE 1 : 200 ORIGINAL SIZE : A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3605 PS

VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE

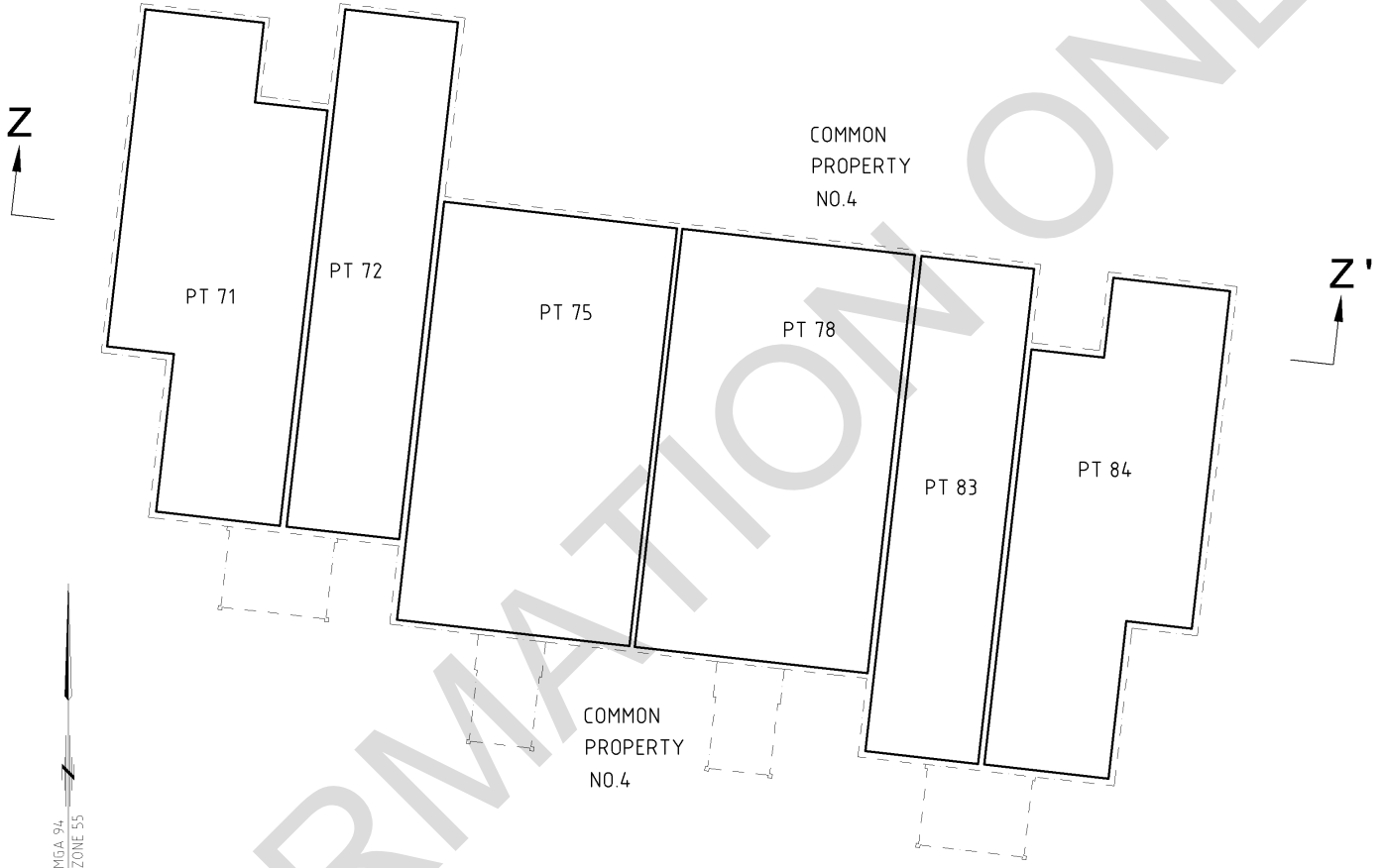
SHEET 13

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y



BUILDING F
DIAGRAM 9 - TOPMOST FLOOR LEVEL

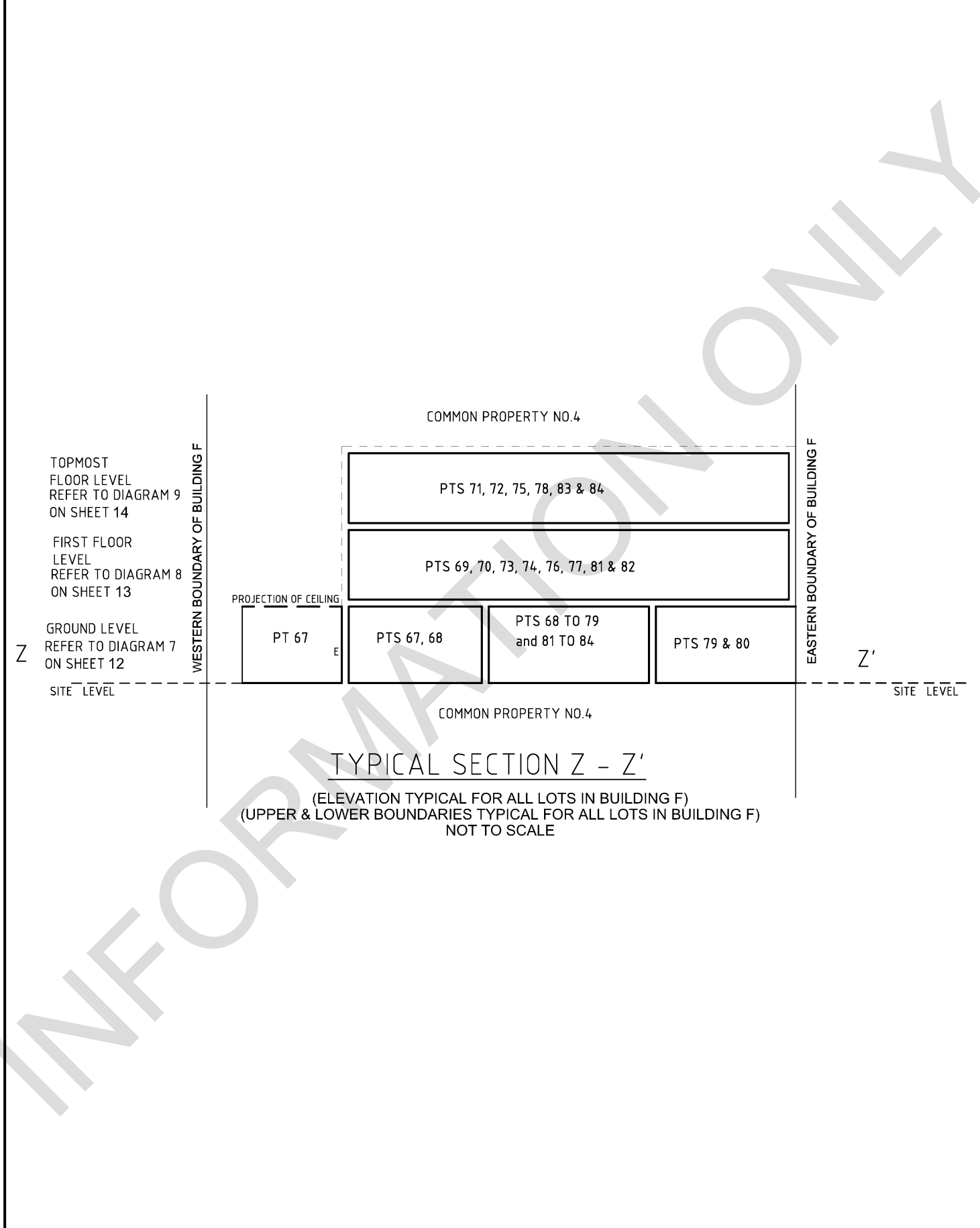
Land Development Consulting
 Suite 20, The Clocktower
 255 Drummond Street,
 Carlton, 3053
 Phone 9347 5655 Fax 9347 5054

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

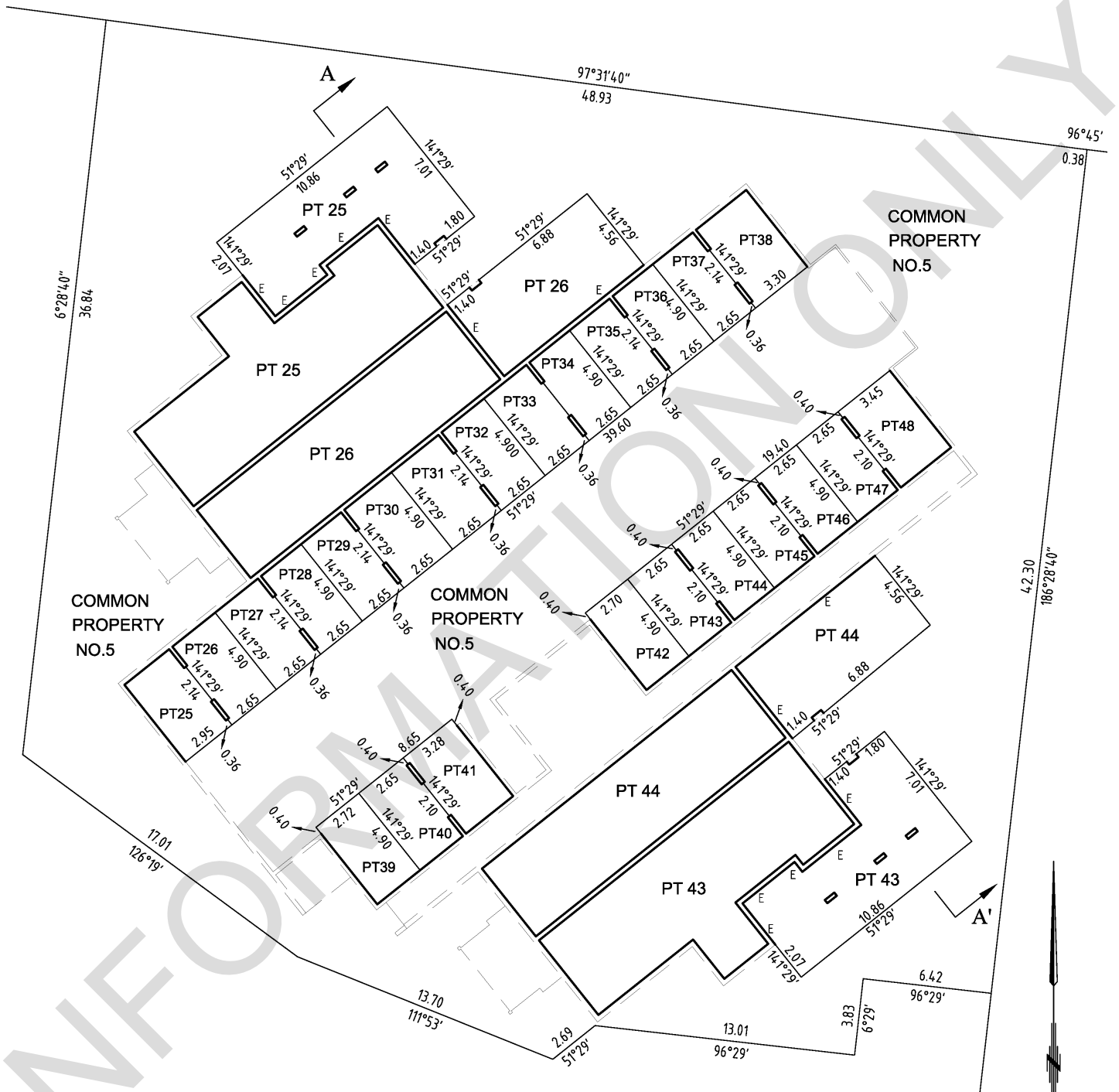
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 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 3605 PS VERSION C

DATE / /
 COUNCIL DELEGATE SIGNATURE
SHEET 14

	<p align="center">PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988</p>	<p>LRS USE ONLY</p>	<p>PLAN NUMBER PS 617864Y</p>
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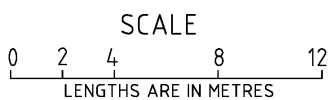
<p>Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054</p>	<p align="center">SCALE</p> <p align="center">0 2 4 6 8 10</p> <p align="center">LENGTHS ARE IN METRES</p> <p>SCALE 1 : 200 ORIGINAL SIZE : A3</p>	<p>LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON</p> <p>SIGNATURE DIGITALLY SIGNED DATE / /</p> <p>REF 3605 PS VERSION C</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>SHEET 15</p>
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**BUILDING C
DIAGRAM 10 - GROUND LEVEL**

MGA NORTH
ZONE 55

Land Development Consulting
Suite 20, The Clocktower
255 Drummond Street, Carlton, 3053
Phone 9347 5655 Fax 9347 5054



ORIGINAL
SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3670 PS Sec 32 Plan VERSION A

SHEET 16

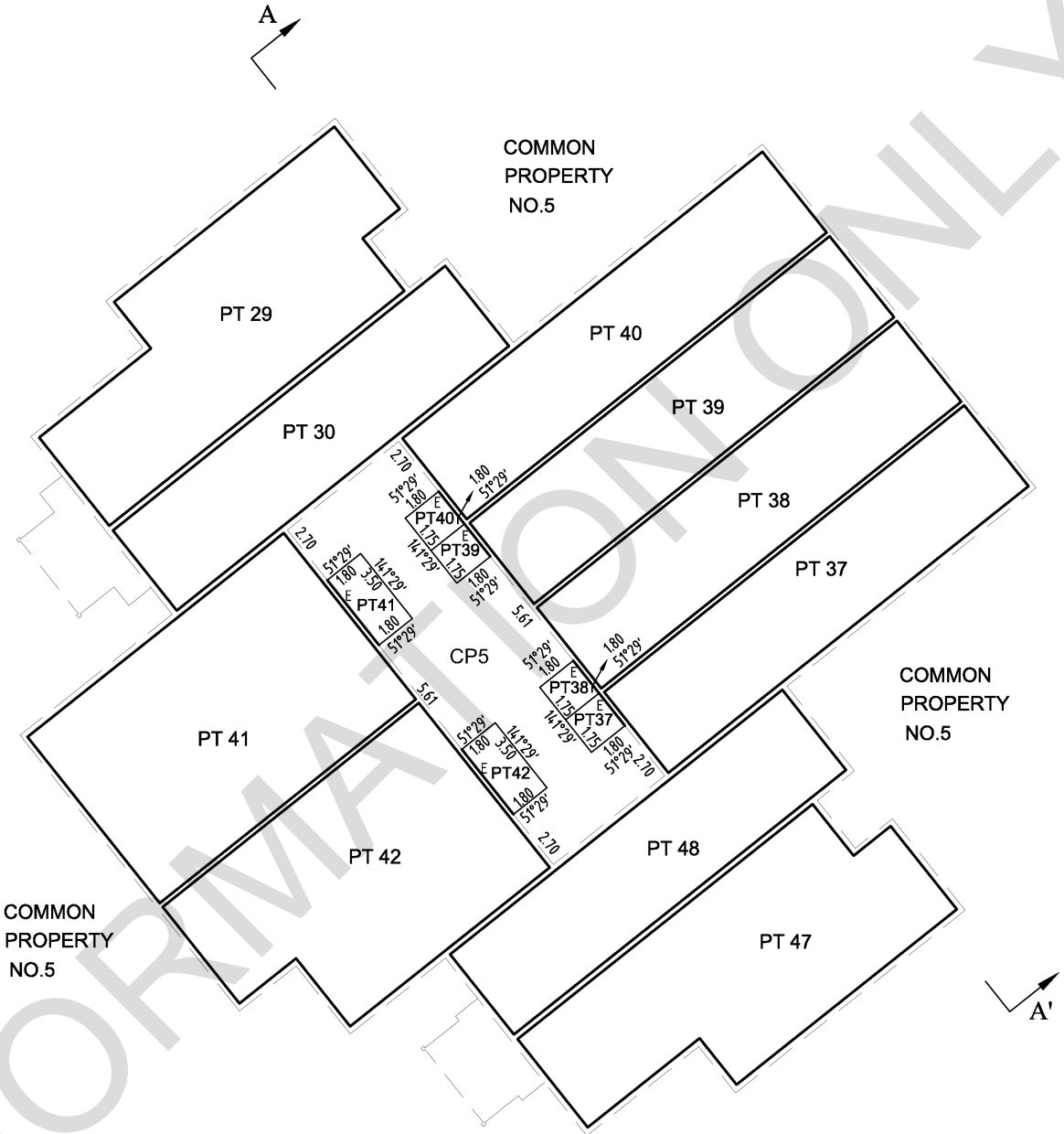
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY
EDITION

PLAN NUMBER
PS 617864Y

MGA NORTH
ZONE 55



BUILDING C
DIAGRAM 12 - TOPMOST FLOOR LEVEL

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255 Drummond Street, Carlton, 3053
Phone 9347 5655 Fax 9347 5054



ORIGINAL
SCALE 1:200
SHEET SIZE
A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /
REF 3670 PS Sec 32 Plan VERSION A

SHEET 18

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY
EDITION

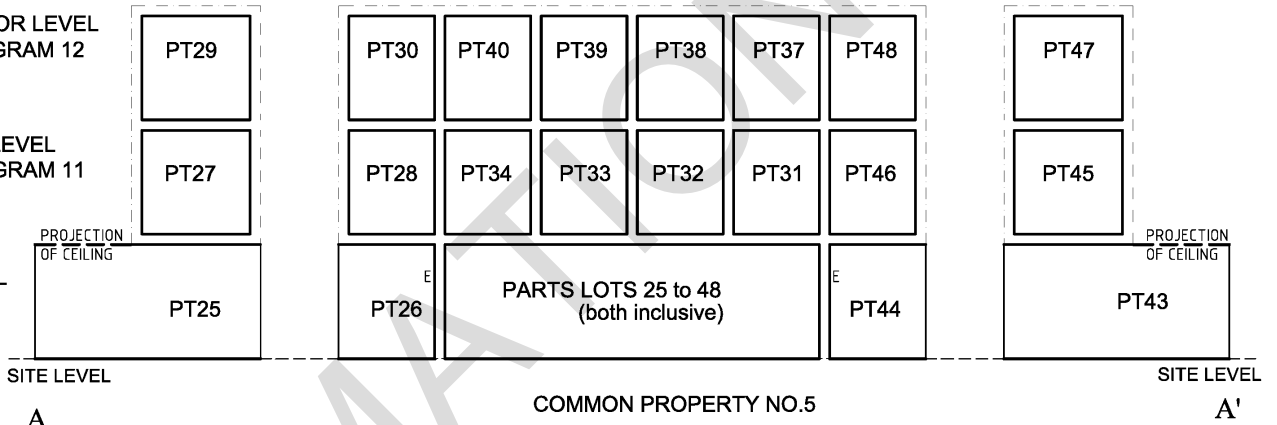
PLAN NUMBER
PS 617864Y

COMMON PROPERTY NO.5

TOPMOST FLOOR LEVEL
REFER TO DIAGRAM 12
ON SHEET 18

FIRST FLOOR LEVEL
REFER TO DIAGRAM 11
ON SHEET 17

GROUND LEVEL
REFER TO
DIAGRAM 10
ON SHEET 16

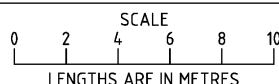


TYPICAL SECTION A - A'

(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING C)
(UPPER AND LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING C)
NOT TO SCALE

Land Development Consulting
Suite 20, The Clocktower
255 Drummond Street,
Carlton, 3053

Phone 9347 5655 Fax 9347 5054



SCALE 1:200

ORIGINAL SIZE: A3

LICENSED SURVEYOR(PRINT) ... MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3670 PS Sec 32 Plan VERSION A

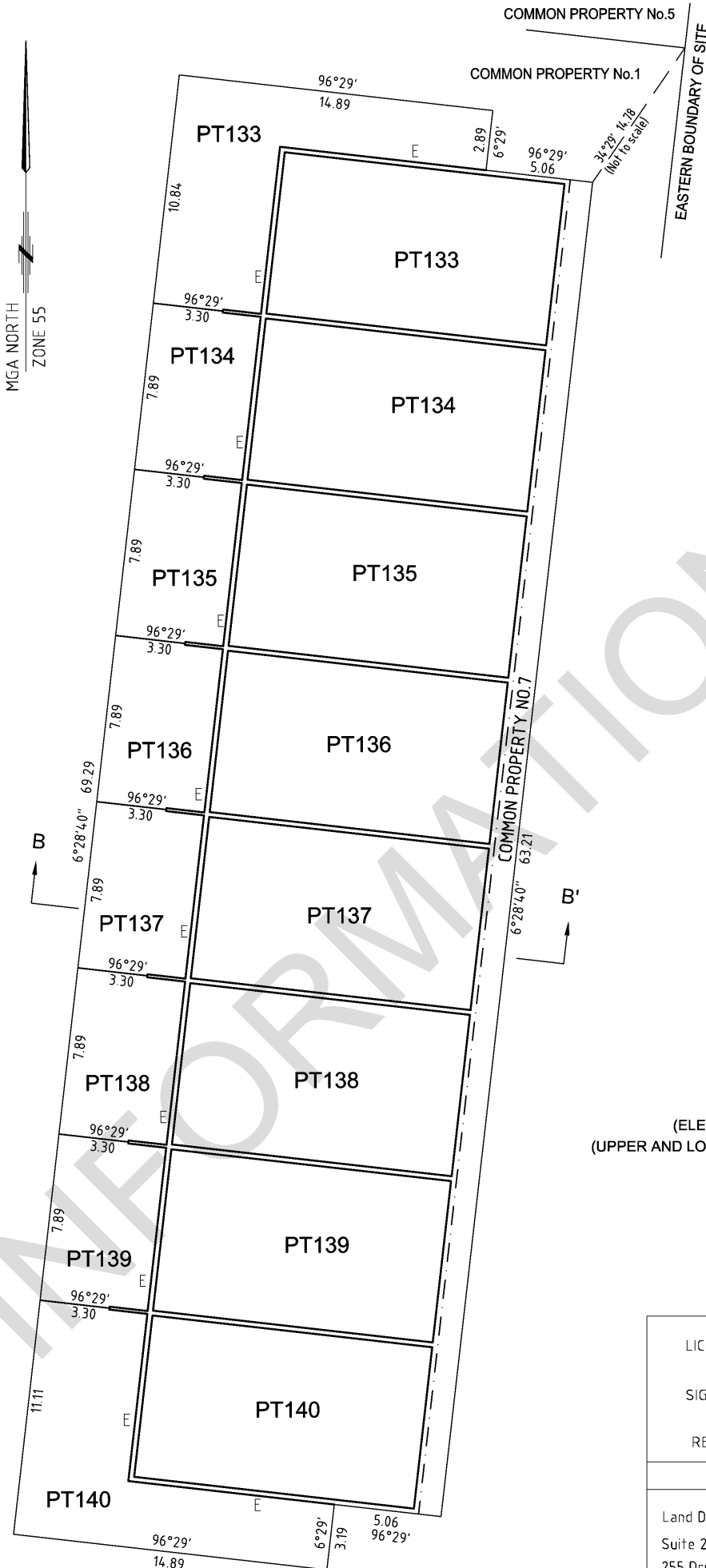
DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 19

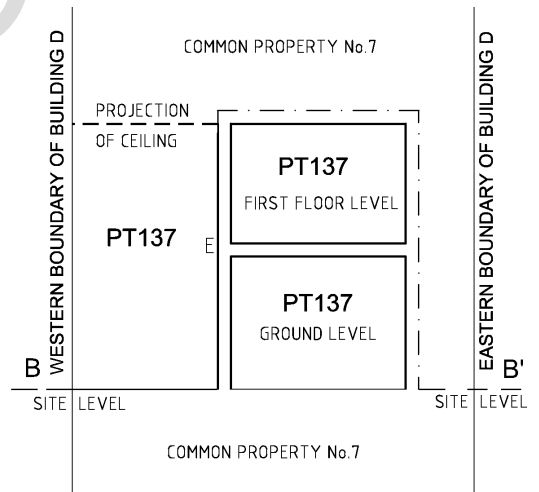
PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY

PLAN NUMBER
PS617864Y



BUILDING D
DIAGRAM 13
GROUND & FIRST FLOOR LEVEL

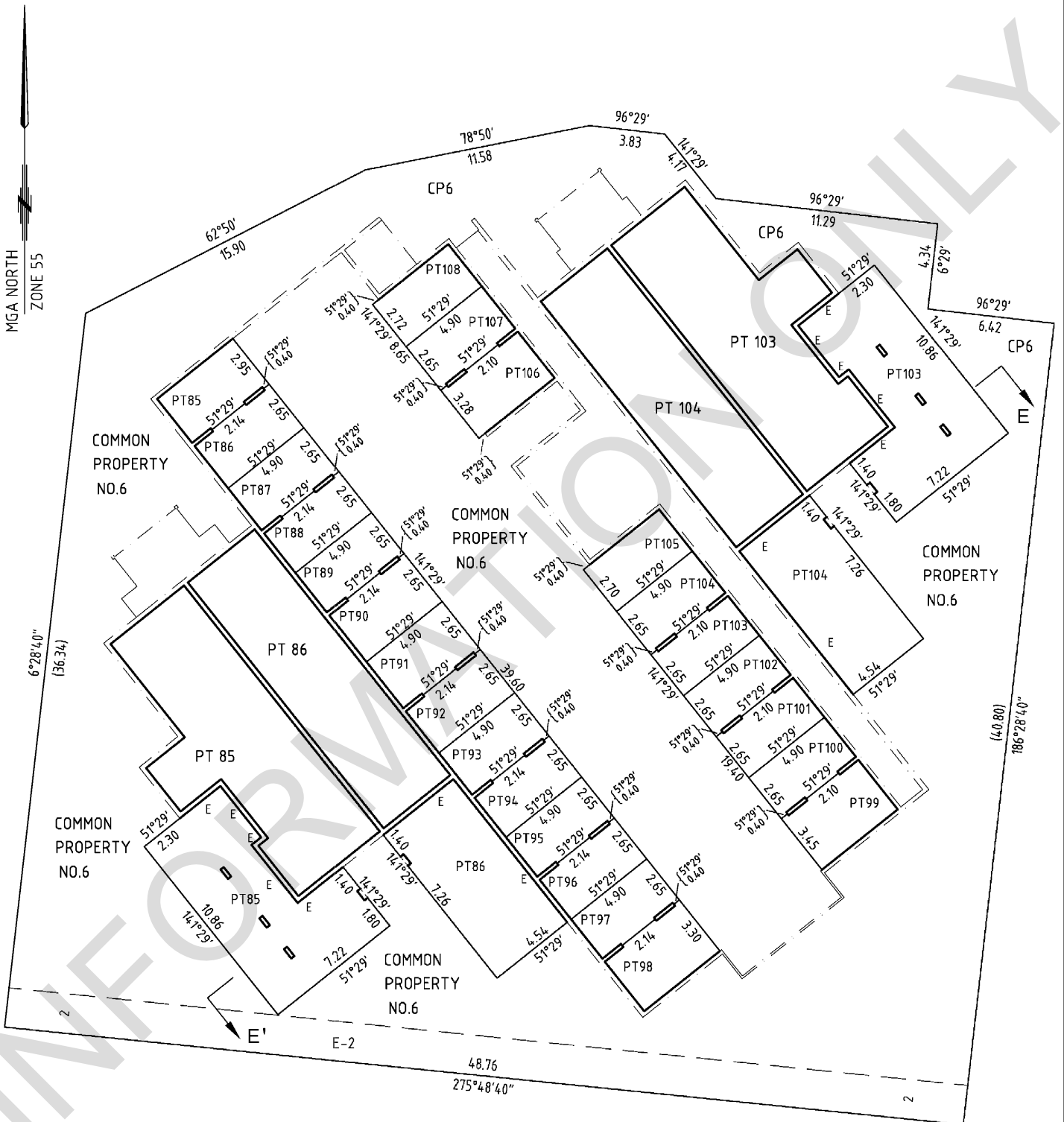


TYPICAL SECTION B - B'
(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING D)
(UPPER AND LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING D)
NOT TO SCALE

SCALE		ORIGINAL	SHEET
0 2 4 8 12		SCALE	SIZE
LENGTHS ARE IN METRES		1:200	A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	
SIGNATURE	DIGITALLY SIGNED DATE / /
REF 3687 PS Sec 32 Plan LOT D	VERSION C
SHEET 20	
Land Development Consulting Suite 20, The Clocktower 255 Drummond St., Carlton, 3053	DATE / / COUNCIL DELEGATE SIGNATURE

PS617864Y

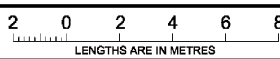


BUILDING E DIAGRAM 14 - GROUND LEVEL

Land Development Consulting Pty Ltd
Suite 20, 255 Drummond Street
CARLTON, 3053

Ph : 9347 5655 E-mail : ldc@landevco.net.au

SCALE
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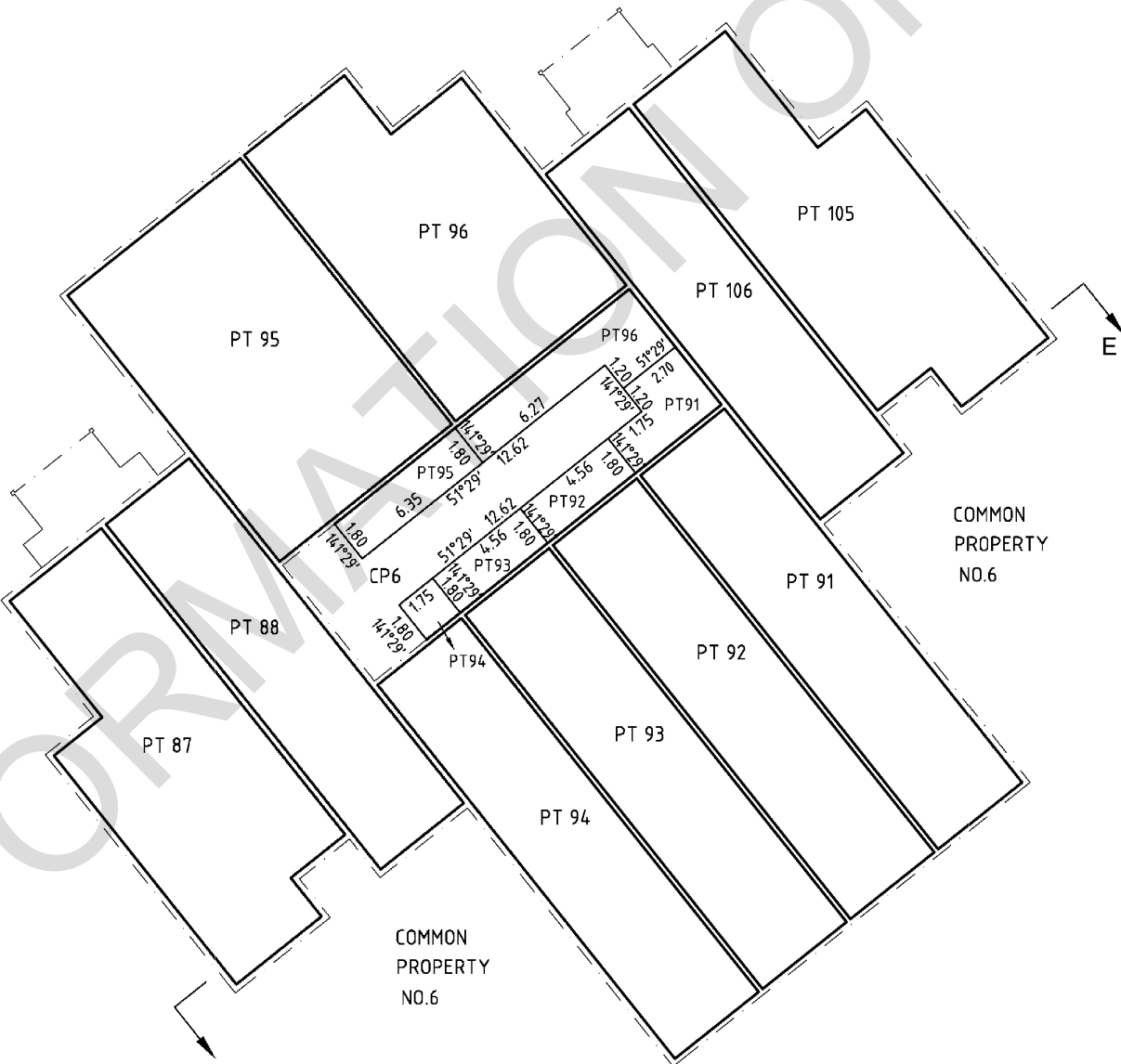
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SIZE: A3

SHEET 21

Digitally signed by: Mark Charles Tomkinson (Land Development Consulting Pty Ltd),
Surveyor's Plan Version (A),
09/06/2015 Amended: 06/01/2016

Digitally signed by:
Whittlesea City Council,
04/08/2015,
SPEAR Ref: S069094J

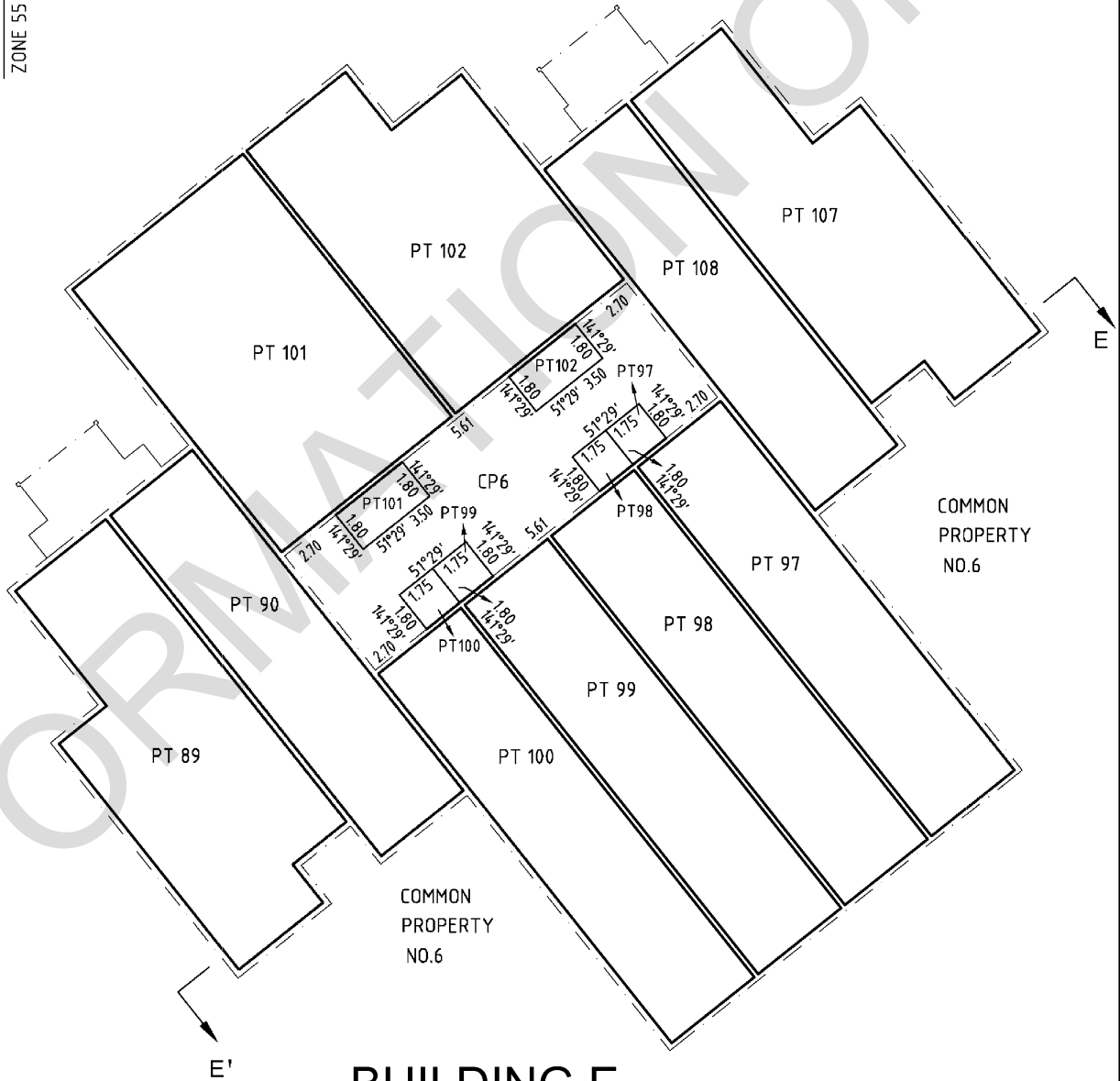
PS617864Y



**BUILDING E
DIAGRAM 15 - FIRST FLOOR LEVEL**

Land Development Consulting Pty Ltd Suite 20, 255 Drummond Street CARLTON, 3053 Ph : 9347 5655 E-mail : ldc@landevco.net.au	SCALE 1 : 200 LENGTHS ARE IN METRES Digitally signed by: Mark Charles Tomkinson (Land Development Consulting Pty Ltd), Surveyor's Plan Version (A), 09/06/2015 Amended: 06/01/2016	ORIGINAL SHEET SIZE: A3 Digitally signed by: Whittlesea City Council, 04/08/2015, SPEAR Ref: S069094J	SHEET 22
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PS617864Y



**BUILDING E
DIAGRAM 16 - TOPMOST FLOOR LEVEL**

Land Development Consulting Pty Ltd Suite 20, 255 Drummond Street CARLTON, 3053 Ph : 9347 5655 E-mail : ldc@landevco.net.au	SCALE 1 : 200	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 23
	Digitally signed by: Mark Charles Tomkinson (Land Development Consulting Pty Ltd), Surveyor's Plan Version (A), 09/06/2015 Amended: 06/01/2016	Digitally signed by: Whittlesea City Council, 04/08/2015, SPEAR Ref: S069094J		

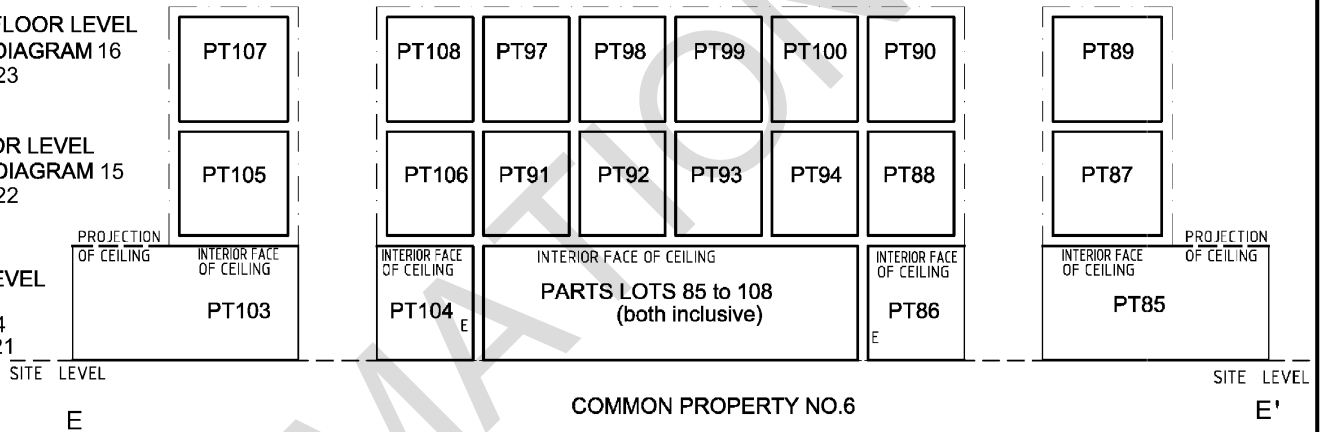
PS617864Y

COMMON PROPERTY NO.6

TOPMOST FLOOR LEVEL
REFER TO DIAGRAM 16
ON SHEET 23

FIRST FLOOR LEVEL
REFER TO DIAGRAM 15
ON SHEET 22

GROUND LEVEL
REFER TO
DIAGRAM 14
ON SHEET 21



TYPICAL SECTION E - E'

(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING E)
(UPPER & LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING E)

NOT TO SCALE

Land Development Consulting Pty Ltd
Suite 20, 255 Drummond Street
CARLTON, 3053

Ph : 9347 5655 E-mail : ldc@landevco.net.au

NOT TO SCALE

Digitally signed by: Mark Charles Tomkinson (Land
Development Consulting Pty Ltd),
Surveyor's Plan Version (A),
09/06/2015 Amended: 06/01/2016

ORIGINAL SHEET
SIZE: A3

SHEET 24

Digitally signed by:
Whittlesea City Council,
04/08/2015,
SPEAR Ref: S069094J

PS617864Y



EPPING ROAD

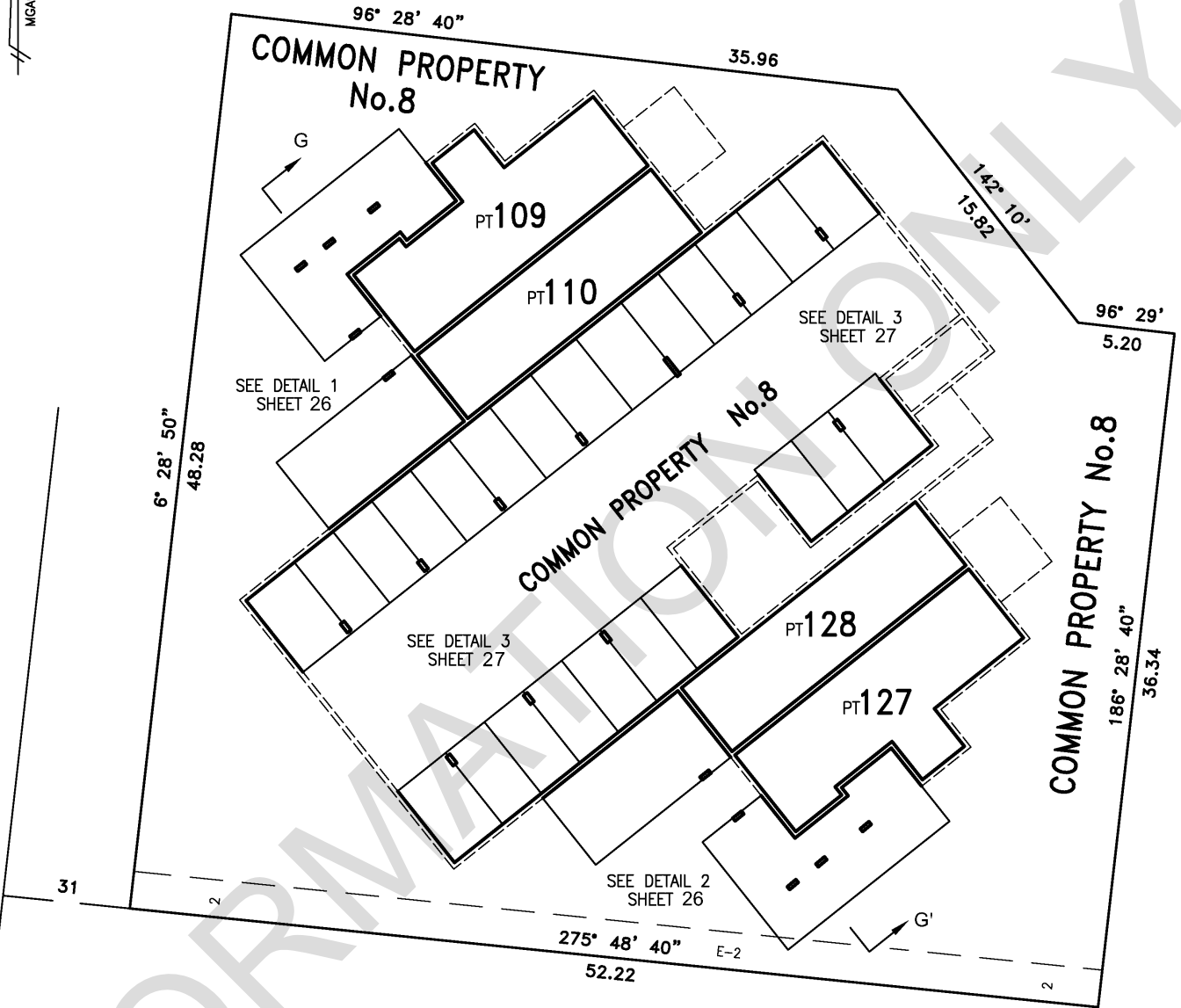


DIAGRAM 17

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE

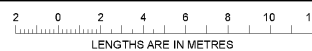
SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020

PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247

SCALE
1:250



Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

ORIGINAL SHEET
SIZE: A3

SHEET 25

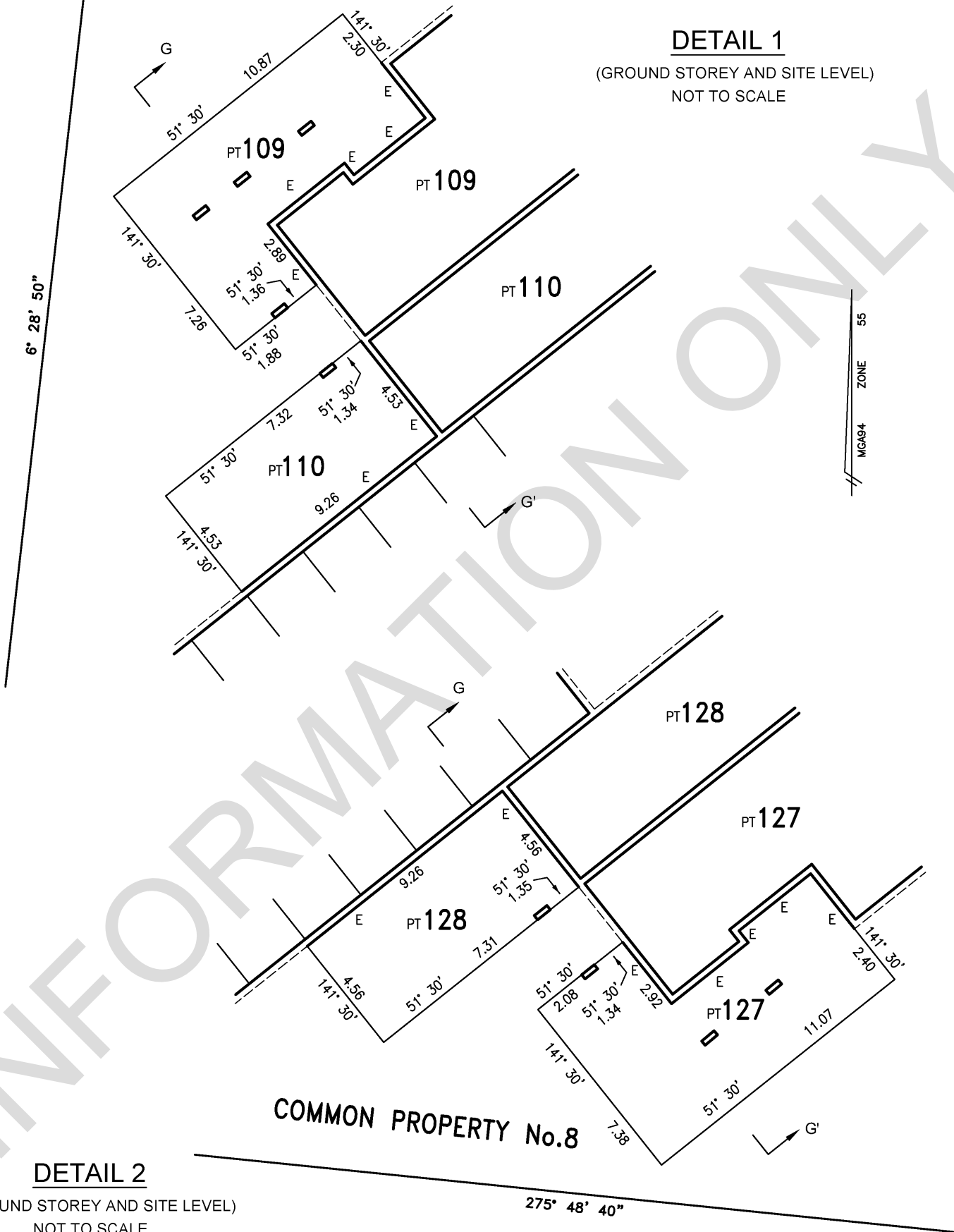
Digitally signed by:
Whittlesea City Council,
22/05/2018,
SPEAR Ref: S113546J

PS617864Y

COMMON PROPERTY No.8

DETAIL 1

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE



DETAIL 2

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE

COMMON PROPERTY No.8



SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020

PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247

SCALE
N.T.S

LENGTHS ARE IN METRES

Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

ORIGINAL SHEET
SIZE: A3

SHEET 26

Digitally signed by:
Whittlesea City Council,
22/05/2018,
SPEAR Ref: S113546J

PS617864Y

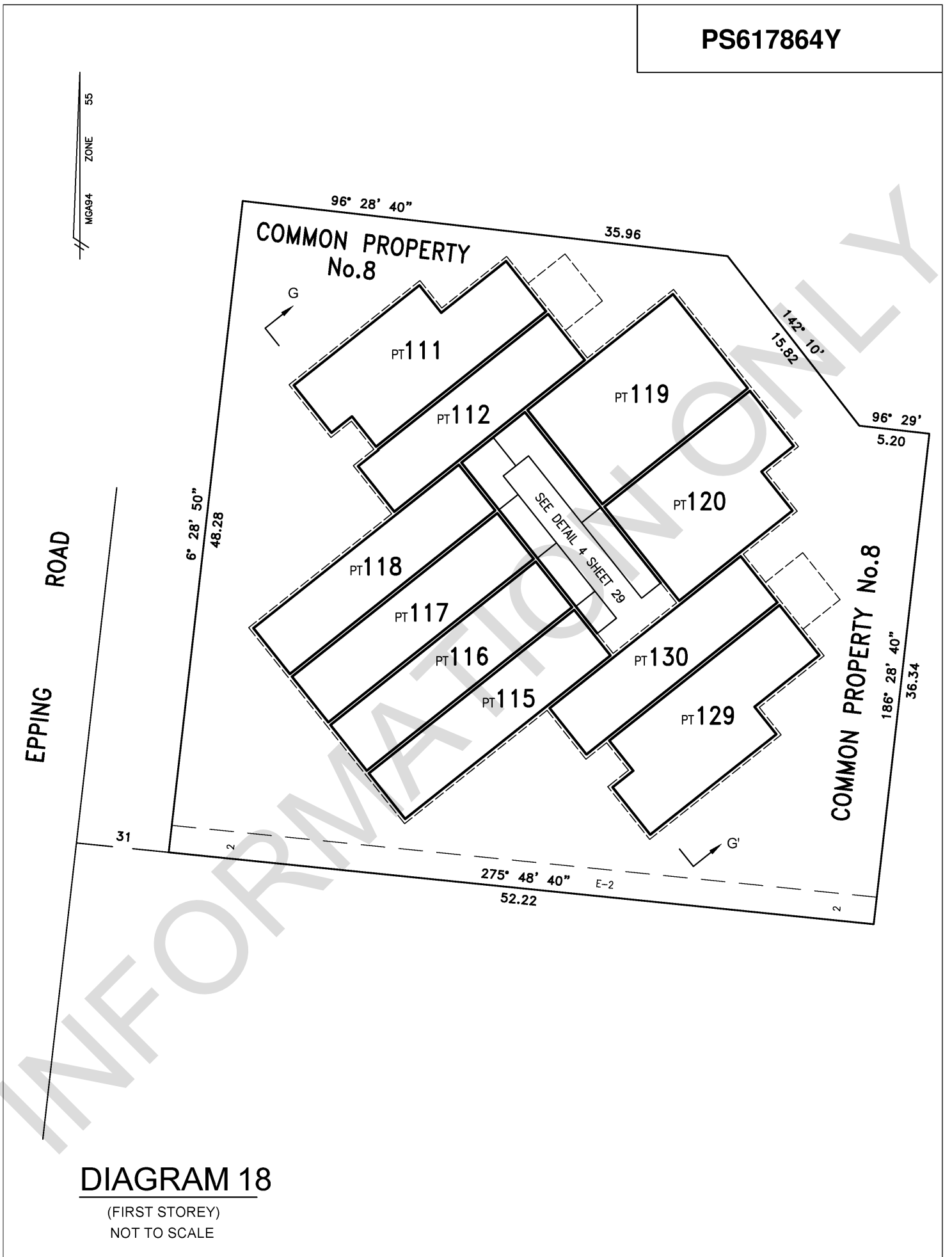


DIAGRAM 18

(FIRST STOREY)
NOT TO SCALE

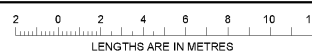
SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020

PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247

SCALE
1:250



Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

ORIGINAL SHEET
SIZE: A3

SHEET 28

Digitally signed by:
Whittlesea City Council,
22/05/2018,
SPEAR Ref: S113546J

PS617864Y

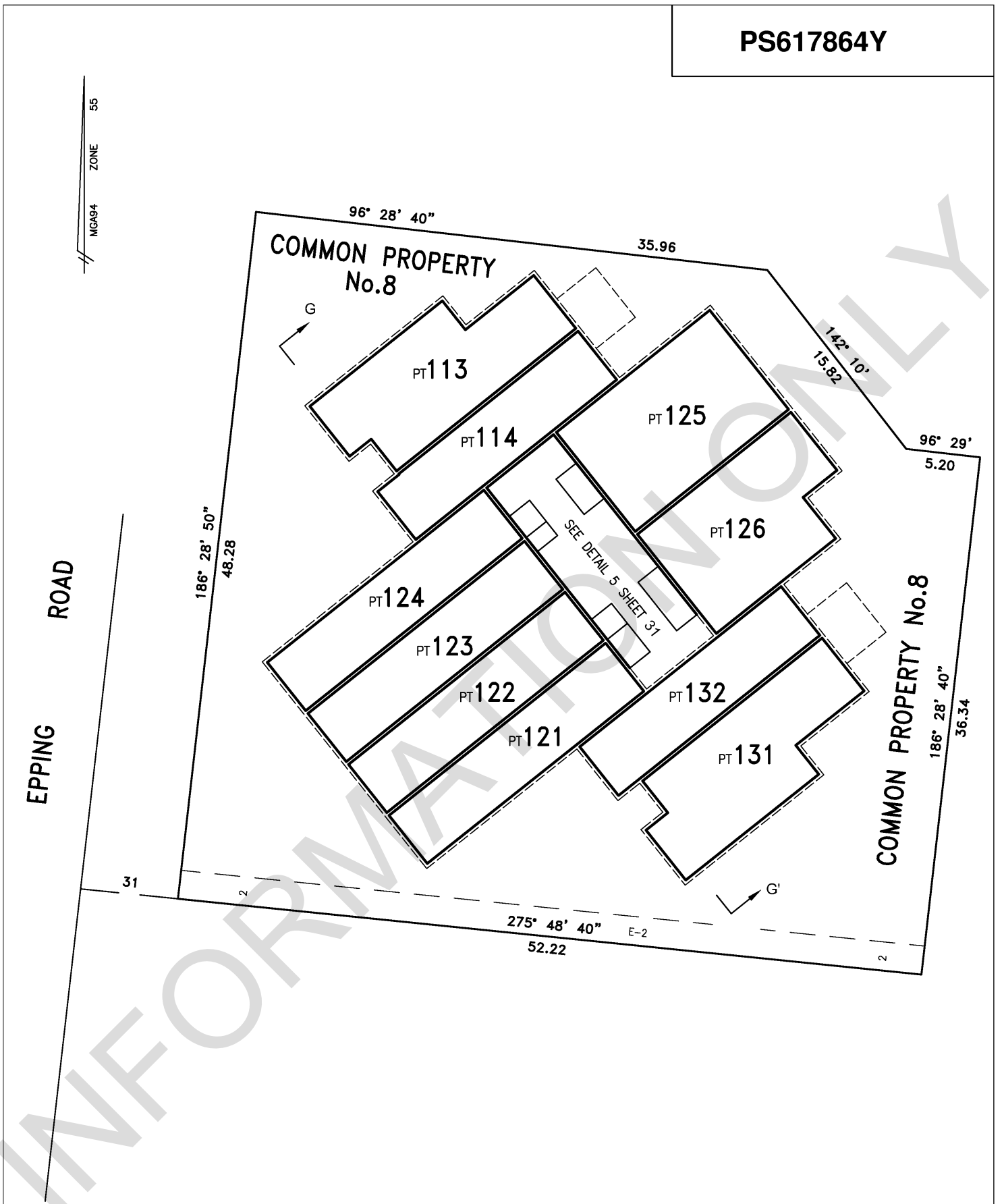

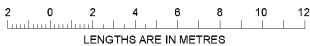
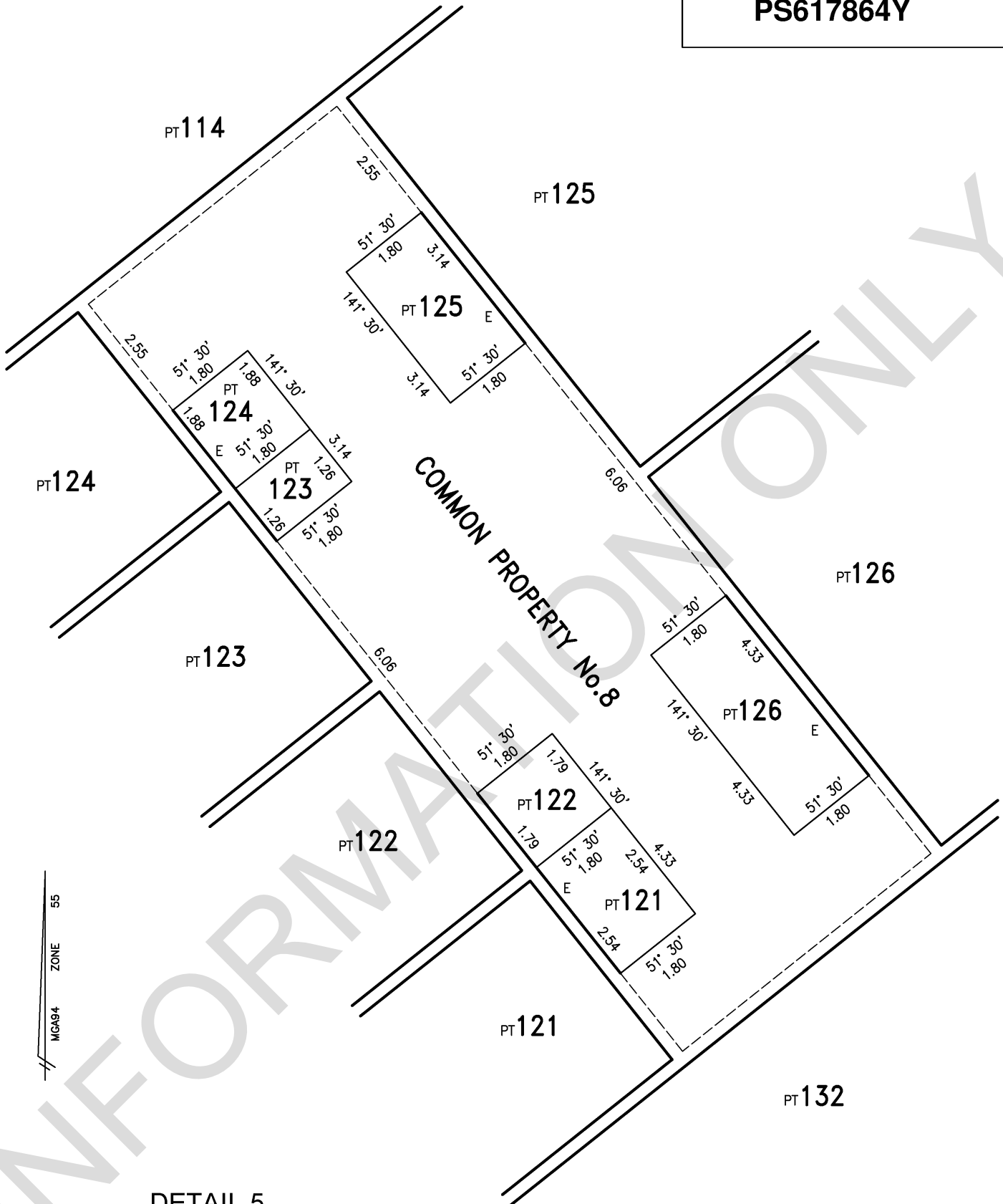


DIAGRAM 19

(SECOND STOREY AND TOPMOST LEVEL)

 <p>SMC LAND SURVEYORS 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 30</p>
	<p>Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors), Surveyor's Plan Version (2), 18/05/2018, SPEAR Ref: S113546J</p>		<p>Digitally signed by: Whittlesea City Council, 22/05/2018, SPEAR Ref: S113546J</p>

PS617864Y



DETAIL 5

(SECOND STOREY AND TOPMOST LEVEL)
NOT TO SCALE

SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020

PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247



SCALE
N.T.S

LENGTHS ARE IN METRES

Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

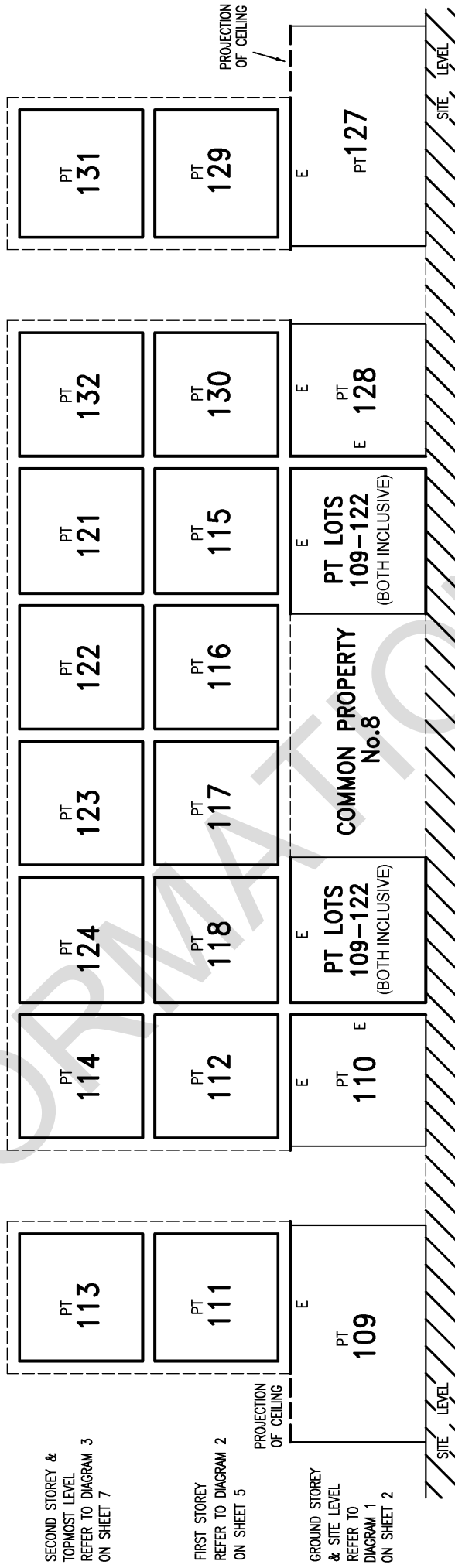
ORIGINAL SHEET
SIZE: A3

SHEET 31

Digitally signed by:
Whittlesea City Council,
22/05/2018,
SPEAR Ref: S113546J

PS617864Y

COMMON PROPERTY NO.8



SECOND STOREY &
TOPMOST LEVEL
REFER TO DIAGRAM 3
ON SHEET 7

FIRST STOREY
REFER TO DIAGRAM 2
ON SHEET 5

GROUND STOREY
& SITE LEVEL
REFER TO
DIAGRAM 1
ON SHEET 2

COMMON PROPERTY NO.8

TYPICAL SECTION G - G'

(TYPICAL FOR ALL LOTS)
NOT TO SCALE

SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020
PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247

SCALE
N.T.S

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 32

Digitally signed by:
Whittlesea City Council,
22/05/2018,
SPEAR Ref: S113546J

Digitally signed by: Adam Deane Anthony Carter (SMC
Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J



PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 617864Y
----------------------------	--------------------	----------------------------------

CREATION OF RESTRICTION

REGULATION 17 SUBDIVISION (PROCEDURES) REGULATIONS 1989

UPON REGISTRATION OF THE PLAN OF SUBDIVISION THE FOLLOWING RESTRICTION IS CREATED :

LAND TO BENEFIT : LOTS 1 TO 84(BI), 109 TO 140(BI), E, HH & COMMON PROPERTY No's 2 TO 5 , 7 & 8 ON THIS PLAN

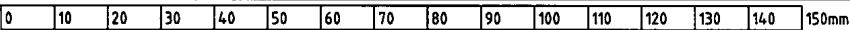
LAND TO BE BURDENED : LOTS 1 TO 84(BI), 109 TO 140(BI), E, HH & COMMON PROPERTY No's 2 TO 5, 7 & 8 ON THIS PLAN

DESCRIPTION OF RESTRICTIONS : 1. THE REGISTERED PROPRIETOR OF PROPRIETORS FOR THE TIME BEING OF LOTS 1 TO 84(BI), LOTS 109 TO 140(BI), E, HH & COMMON PROPERTY No's 2 TO 5, 7 & 8 ON THIS PLAN OF SUBDIVISION SHALL NOT ALLOW ANY USE, BUILDINGS OR WORKS OTHER THAN THOSE WORKS, BUILDINGS OR USES ALLOWED & PERMITTED IN PLANNING PERMIT NO. 708800(AMENDED), ISSUED BY WHITTLESEA CITY COUNCIL ON 22 DECEMBER 2005 & AMENDED ON 14 FEBRUARY 2006.

* LOT HH VARIED BY AN400311T.

Land Development Consulting
 Licensed Surveyors, Town Planners
 & Development Consultants
 Suite 20, The Clocktower
 255 Drummond Street, Carlton, 3053
 Phone 9347 5655 Fax 9347 5054

SCALE	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) <u>MARK CHARLES TOMKINSON</u> SIGNATURE <u><i>[Signature]</i></u> DATE <u>2/2/08</u> REFERENCE : 2736 PS VERSION : F	SHEET 25 <u><i>[Signature]</i></u> DATE <u>28/6/2010</u> COUNCIL DELEGATE SIGNATURE
-------	---------------------------------------	--	--



PROPERTY DETAILS

Address: **107/82 EPPING ROAD EPPING 3076**

Lot and Plan Number: **Lot 81 PS617864**

Standard Parcel Identifier (SPI): **81\PS617864**

Local Government Area (Council): **WHITTLESEA**

Council Property Number: **847822**

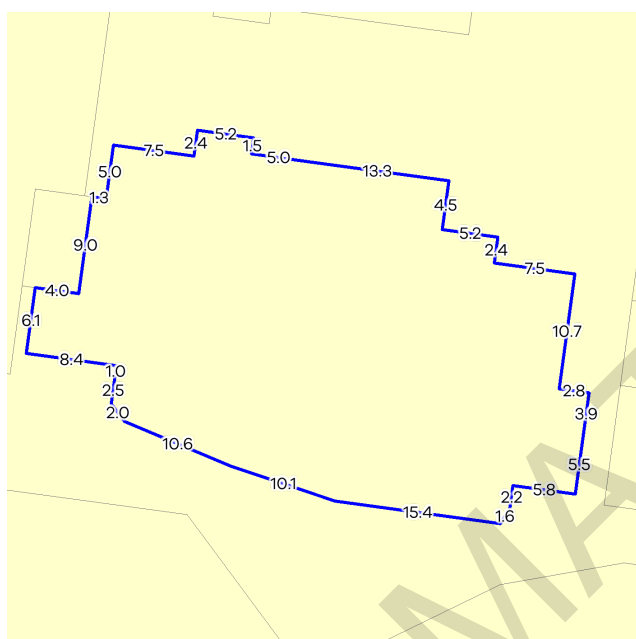
Directory Reference: **Melway 182 B6**

www.whittlesea.vic.gov.au

Note: There are 19 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: 1247 sq. m

Perimeter: 163 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **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 address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

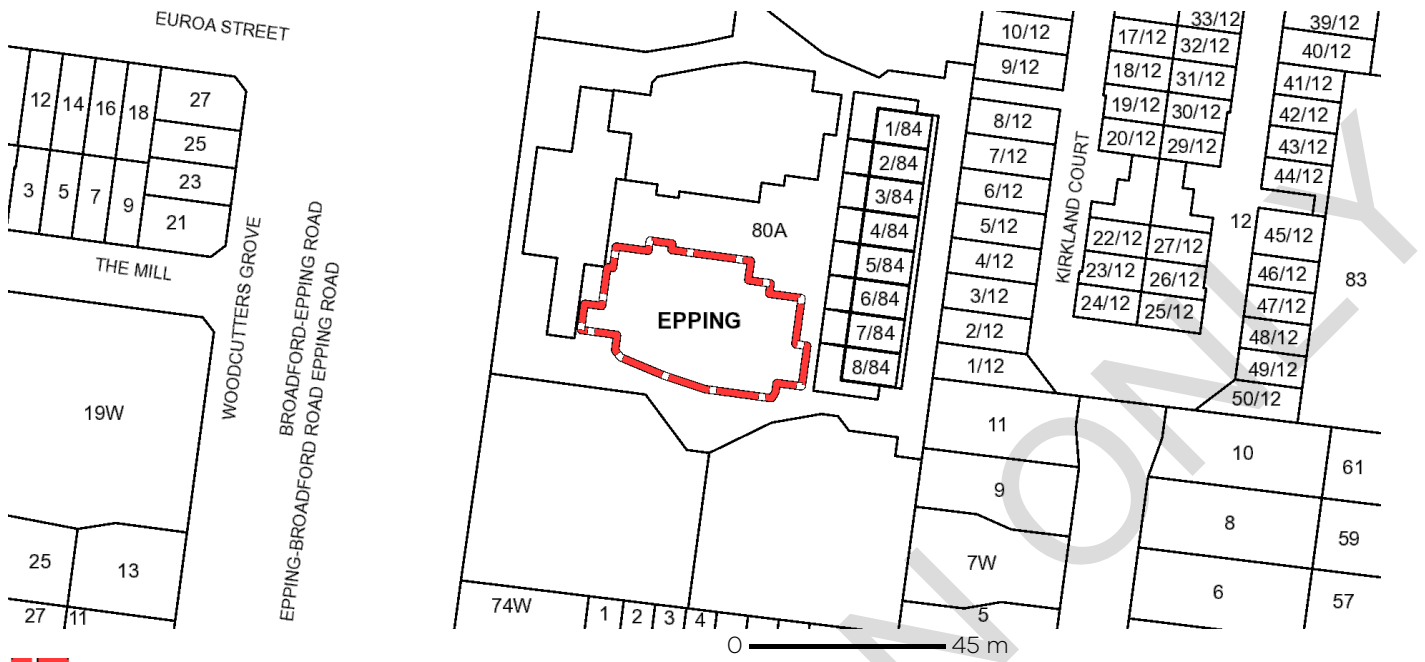
The Planning Property Report for this property can be found here - [Planning Property Report](#)

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

From www.planning.vic.gov.au at 01 November 2023 09:42 PM

PROPERTY DETAILS

Address: **107/82 EPPING ROAD EPPING 3076**
 Lot and Plan Number: **Lot 81 PS617864**
 Standard Parcel Identifier (SPI): **81\PS617864**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **847822**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 B6**

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

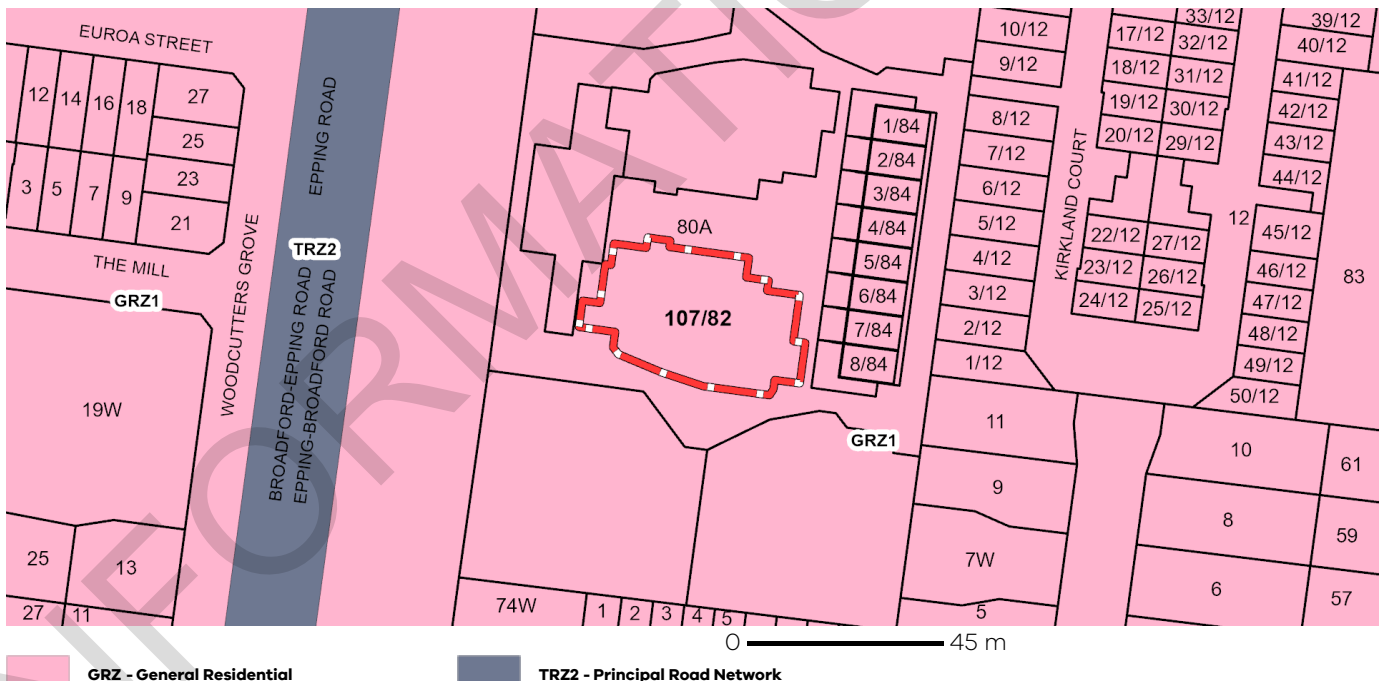
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

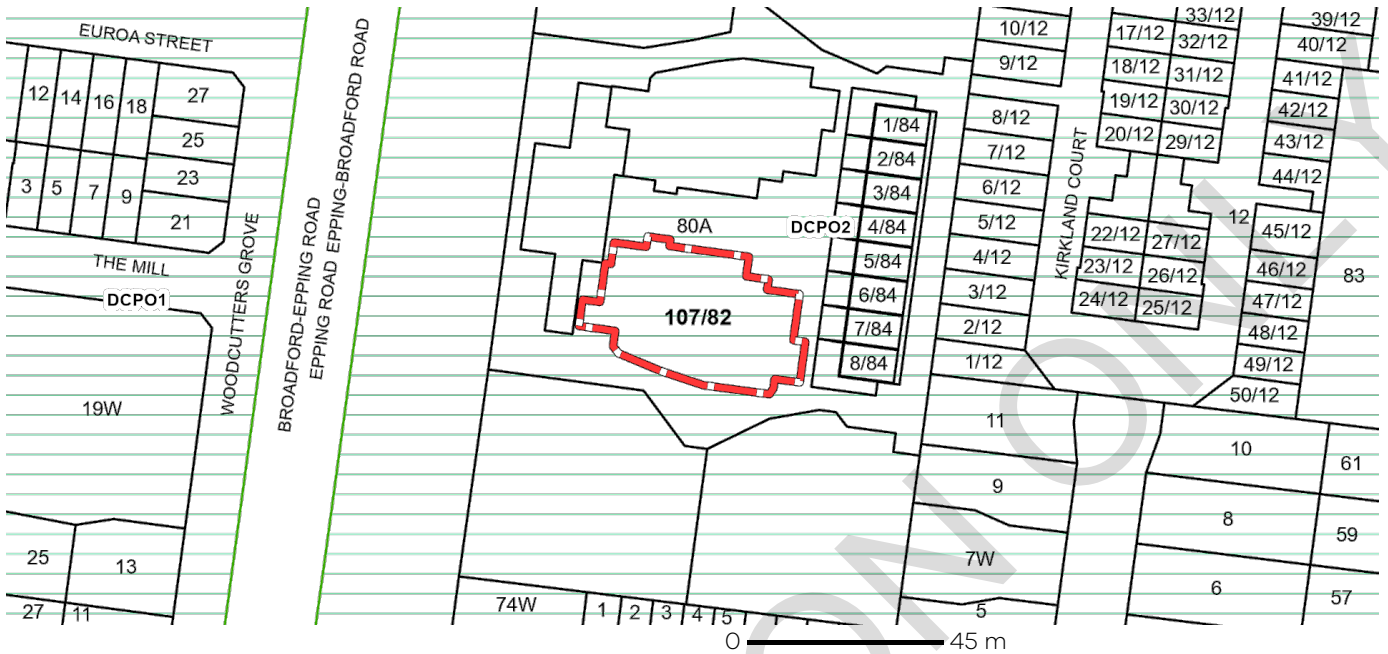


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

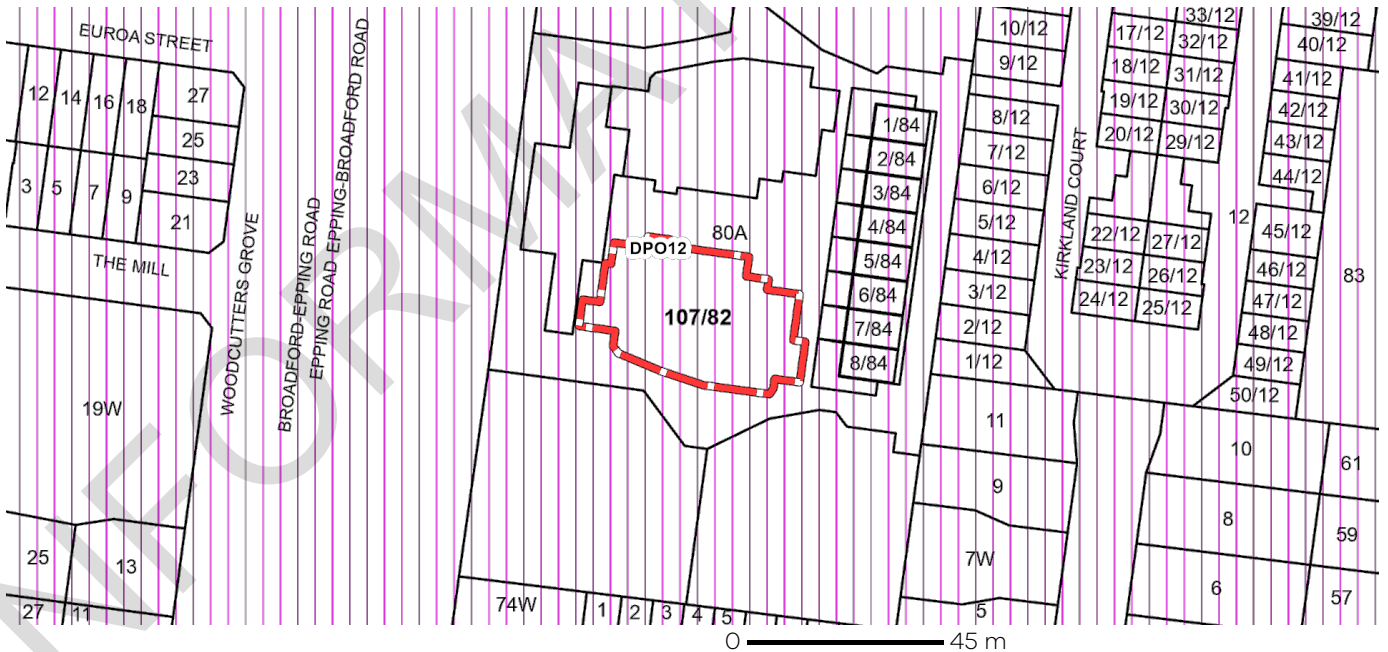


DCPO - Development Contributions Plan Overlay

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

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 \(DPO12\)](#)



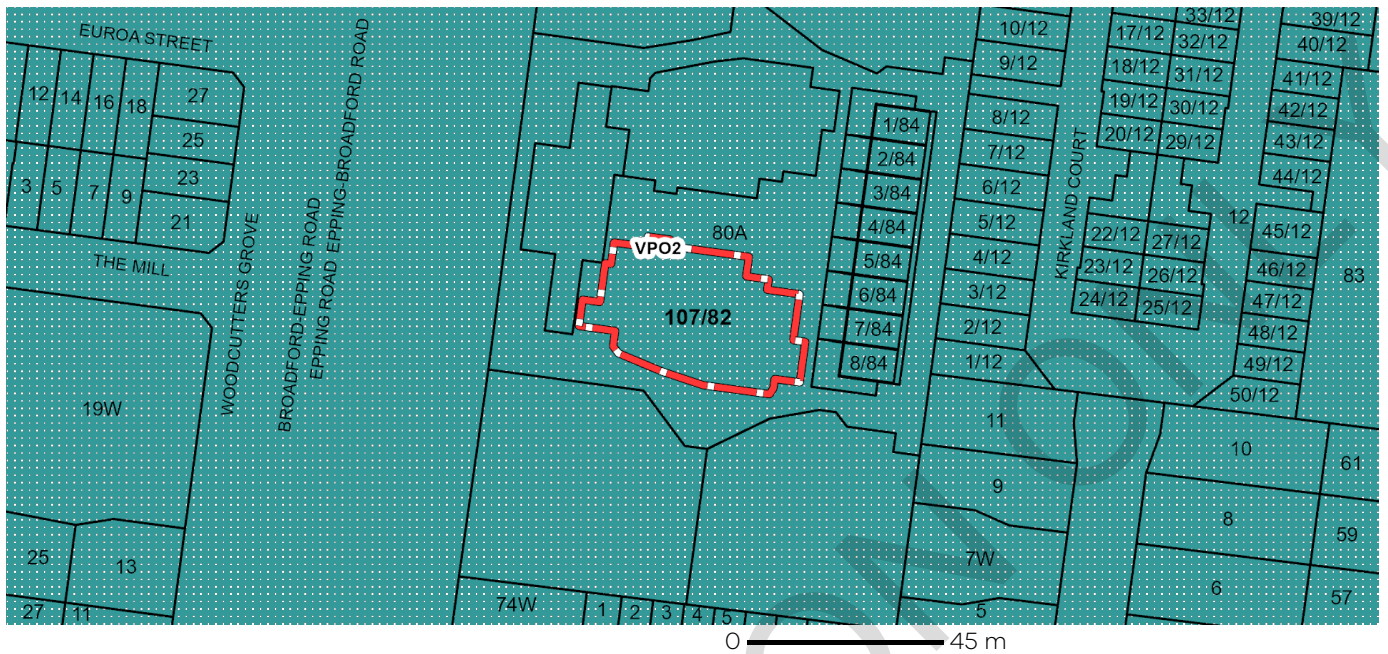
DPO - Development Plan Overlay

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

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



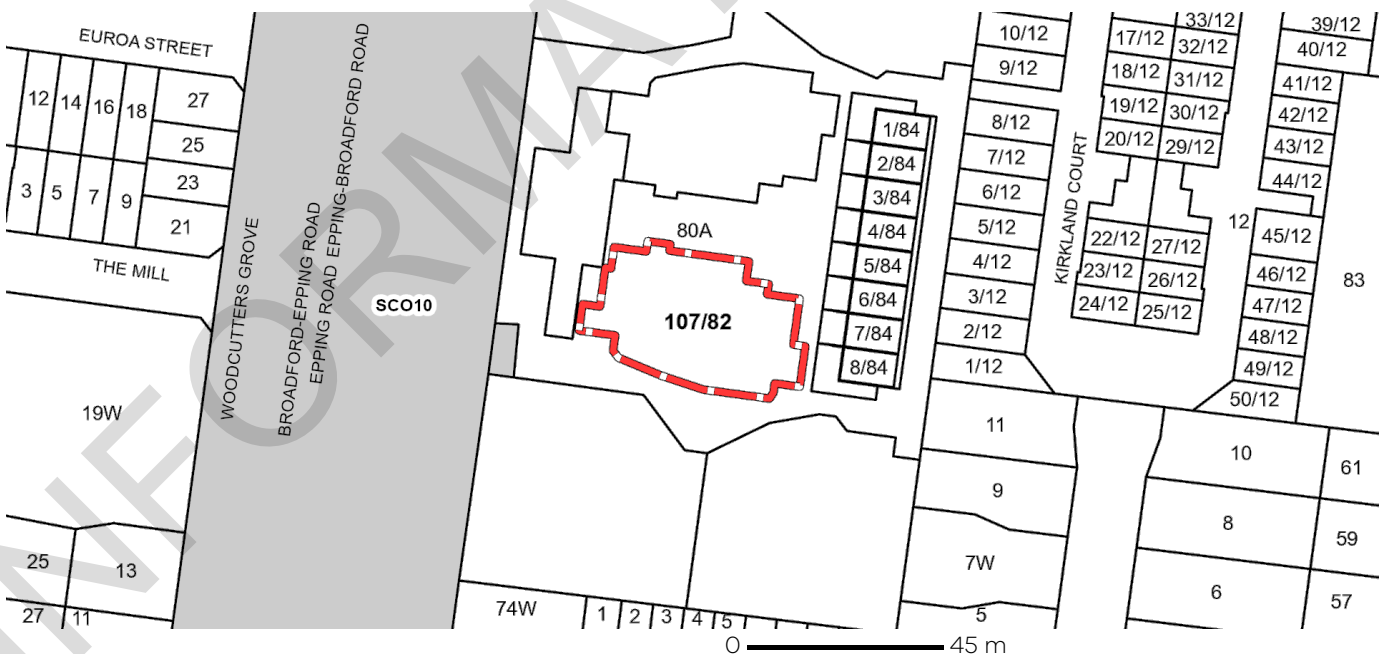
VPO - Vegetation Protection Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO)



SCO - Specific Controls Overlay

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

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

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).

Further Planning Information

Planning scheme data last updated on 26 October 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

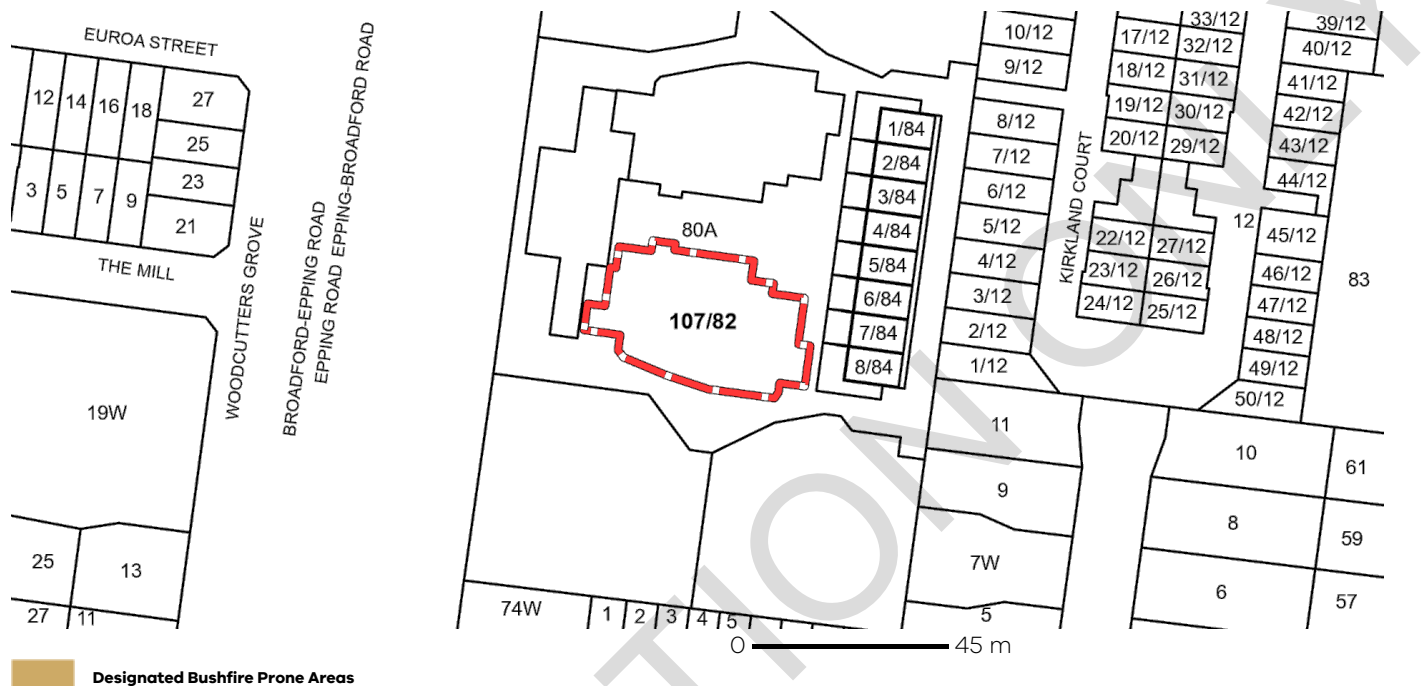
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

32.08 GENERAL RESIDENTIAL ZONE31/07/2018
VC148

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-1 Neighbourhood character objectives27/03/2017
VC110

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-2 Table of uses20/09/2023
VC242**Section 1 - Permit not required**

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Transport

Use	Condition
	Zone 2 or a Transport Zone 3.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.
Section 2 - Permit required	
Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house) Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1	Must be no more than 5 animals.

Use	Condition
condition is not met	
Food and drink premises (other than Convenience restaurant and Take away food premises) Grazing animal production Leisure and recreation (other than Informal outdoor recreation and Motor racing track) Market	
Office (other than Medical centre)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship) Plant nursery	
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> • Adjoin a commercial zone or industrial zone. • Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> • 3000 square metres. • 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

Use	Condition
-----	-----------

Utility installation (other than Minor utility installation and Telecommunications facility)

Any other use not in Section 1 or 3

Section 3 – Prohibited

Use

Amusement parlour

Animal production (other than Grazing animal production)

Animal training

Brothel

Cinema based entertainment facility

Domestic animal boarding

Extractive industry

Horse husbandry

Industry (other than Automated collection point and Car wash)

Motor racing track

Nightclub

Saleyard

Transport terminal

Warehouse (other than Store)

32.08-3

31/07/2018
VC148

Subdivision

Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> • The area of either lot is reduced by less than 15 percent. • The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> • The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. • An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> • The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> • Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. • Has started lawfully. • The subdivision does not create a vacant lot. 	Clause 59.02

32.08-4 Construction or extension of a dwelling or residential building

15/05/2018
VC143

Minimum garden area requirement

An application to construct or extend a dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-5
26/09/2023
VC246

Construction and extension of one dwelling on a lot

Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application**Information requirements and decision guidelines**

Construct or extend a dwelling on a lot less than 300 square metres if the development meets the minimum garden area requirement of Clause 32.08-4 and the requirements in the following standards of Clause 54:

Clause 59.14

- A3 Street setback.
- A10 Side and rear setbacks.
- A11 Walls on boundaries.
- A12 Daylight to existing windows.
- A13 North-facing windows.
- A14 Overshadowing open space.
- A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.

Clause 59.03

32.08-6
20/12/2021
VC174

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

A permit is not required to construct one dependent person's unit on a lot.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.08-7 Requirements of Clause 54 and Clause 55

27/03/2017
VC110

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-8 Residential aged care facility

26/10/2018
VC152

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.08-9 Buildings and works associated with a Section 2 use

04/12/2020
VC180

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

32.08-10 Maximum building height requirement for a dwelling or residential building

26/10/2018
VC152

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the

abutting allotments.

- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.08-11 Application requirements

26/10/2018
VC152

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of goods and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-12 Exemption from notice and review

26/10/2018
VC152

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

32.08-13 Decision guidelines24/01/2020
VC160

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-14 Signs26/10/2018
VC152

Sign requirements are at Clause 52.05. This zone is in Category 3.

32.08-15 Transitional provisions26/10/2018
VC152

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

27/05/2019
C239wsea**SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**Shown on the planning scheme map as **GRZ1** , **R1Z** and **R2Z** .**WHITTLESEA GENERAL RESIDENTIAL AREAS****1.0 Neighbourhood character objectives**27/05/2019
C239wsea

None specified.

2.0 Construction or extension of a dwelling or residential building - minimum garden area requirement27/05/2019
C239wsea

Is the construction or extension of a dwelling or residential building exempt from the minimum garden area requirement?

No

3.0 Permit requirement for the construction or extension of one dwelling or a fence associated with a dwelling on a lot27/05/2019
C239wsea

Is a permit required to construct or extend one dwelling on a lot of between 300 and 500 square metres?

None specified

Is a permit required to construct or extend a front fence within 3 metres of a street associated with a dwelling on a lot of between 300 and 500 square metres?

No

4.0 Requirements of Clause 54 and Clause 5527/05/2019
C239wsea

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	None specified
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified

	Standard	Requirement
Private open space	A17	None specified
	B28	None specified
Front fence height	A20 and B32	None specified

5.0
27/05/2019
C239wsea

Maximum building height requirement for a dwelling or residential building

None specified.

6.0
27/05/2019
C239wsea

Application requirements

None specified.

7.0
27/05/2019
C239wsea

Decision guidelines

None specified.

42.02 VEGETATION PROTECTION OVERLAY31/07/2018
VC148

Shown on the planning scheme map as **VPO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To protect areas of significant vegetation.

To ensure that development minimises loss of vegetation.

To preserve existing trees and other vegetation.

To recognise vegetation protection areas as locations of special significance, natural beauty, interest and importance.

To maintain and enhance habitat and habitat corridors for indigenous fauna.

To encourage the regeneration of native vegetation.

42.02-1 Vegetation significance and objectives31/07/2018
VC148

A schedule to this overlay must contain:

- A statement of the nature and significance of the vegetation to be protected.
- The vegetation protection objectives to be achieved.

42.02-2 Permit requirement28/10/2022
VC224

A permit is required to remove, destroy or lop any vegetation specified in a schedule to this overlay.

This does not apply:

- If the table to Clause 42.02-3 specifically states that a permit is not required.
- To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application**Information requirements and decision guidelines**

Remove, destroy or lop one tree provided:

Clause 59.06

- A permit has not been granted for a VicSmart application to remove, destroy or lop a tree on the same land within the last 12 months.
- There is no other current VicSmart application to remove, destroy or lop a tree on the same land.

42.02-3 Table of exemptions

17/02/2022

The requirement to obtain a permit does not apply to:

<p>Emergency works</p>	<p>Vegetation that is to be removed, destroyed or lopped:</p> <ul style="list-style-type: none"> ▪ in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or ▪ where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
<p>Extractive industry</p>	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.</p>
<p>Fire protection</p>	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities:</p> <ul style="list-style-type: none"> ▪ fire fighting; ▪ planned burning; ▪ making or maintenance of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; ▪ making a strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); ▪ is ground fuel within 30 metres of a building and is vegetation other than native vegetation; ▪ in accordance with a fire prevention notice issued under either: <ul style="list-style-type: none"> ▪ Section 65 of the <i>Forests Act 1958</i>; or ▪ Section 41 of the <i>Country Fire Authority Act 1958</i>. ▪ keeping vegetation clear of, or minimising risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; ▪ minimising the risk to life and property from bushfire on a roadside of a public road managed by the relevant responsible road authority, and carried out by, or on behalf of that authority in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <p><i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i></p>
<p>Geothermal energy exploration and extraction</p>	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Geothermal Energy Resources Act 2005</i>.</p>

The requirement to obtain a permit does not apply to:

Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i> .
Land management and directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i> .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i> .
Mineral exploration and extraction	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i>:</p> <ul style="list-style-type: none"> ▪ that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i> ; or ▪ in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i> . <p><i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i></p>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows.</p> <p>In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.</p>
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	<p>Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is:</p> <ul style="list-style-type: none"> ▪ bracken (<i>Pteridium esculentum</i>); or

The requirement to obtain a permit does not apply to:

	<ul style="list-style-type: none"> ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. <p>This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.</p>
Road safety	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by and on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).</p>
Stone exploration	<p>Vegetation is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration.</p> <p>The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following:</p> <ul style="list-style-type: none"> ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. <p>This exemption does not apply to costeaning and bulk sampling activities.</p>
Surveying	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.</p>
Traditional owners	<p>Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with:</p> <ul style="list-style-type: none"> ▪ a natural resources agreement under Part 6 of the <i>Traditional Owners Settlement Act 2010</i>; or ▪ an authorisation order made under sections 82 or 84 of the <i>Traditional Owner Settlement Act 2010</i> as those sections were in force immediately before the commencement of section 24 of the <i>Traditional owners Settlement Amendment Act</i> in 2016 (1 May 2017).
Tram stops	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria to construct a tram stop, including a tram stop shelter.</p>
Transport land	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent</p>

The requirement to obtain a permit does not apply to:

necessary by or on behalf of the Head, Transport for Victoria on land in a Transport Zone, or in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority, to construct or maintain transport system infrastructure.

42.02-4 Application requirements

31/07/2018
VC148

An application must be accompanied by any information specified in a schedule to this overlay.

42.02-5 Decision guidelines

31/07/2018
VC148

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The statement of the nature and significance of the vegetation to be protected and the vegetation protection objective contained in a schedule to this overlay.
- The effect of the proposed use, building, works or subdivision on the nature and type of vegetation to be protected.
- The role of native vegetation in conserving flora and fauna.
- The need to retain native or other vegetation if it is rare, supports rare species of flora or fauna or forms part of a wildlife corridor.
- The need to retain vegetation which prevents or limits adverse effects on ground water recharge.
- The need to retain vegetation:
 - Where ground slopes exceed 20 percent.
 - Within 30 metres of a waterway or wetland.
 - On land where the soil or subsoil may become unstable if cleared.
 - On land subject to or which may contribute to soil erosion, slippage or salinisation.
 - In areas where the removal, destruction or lopping of vegetation could adversely affect the integrity or long term preservation of an identified site of scientific, nature conservation or cultural significance.
 - Which is of heritage or cultural significance.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- Any relevant permit to remove, destroy or lop vegetation in accordance with a land management plan or works program.
- Whether the application includes a land management plan or works program.
- Whether provision is made or is to be made to establish and maintain vegetation elsewhere on the land.
- Any other matters specified in a schedule to this overlay.

27/05/2019
C239wsea

SCHEDULE 2 TO CLAUSE 42.02 VEGETATION PROTECTION OVERLAY

Shown on the planning scheme map as VPO2 .

SIGNIFICANT VEGETATION (RIVER REDGUM GRASSY WOODLAND)

1.0 Statement of nature and significance of vegetation to be protected

29/11/2007
C41 (Part 1)

Vegetation within Epping North has been highlighted in studies including the NEROC Report as being of high and medium faunal and habitat significance with vegetation communities identified from regional through to local significance. Epping North is located within two NEROC Sites – the Edgars Creek Headwaters and the Epping to Wollert site. Significant habitat links are highlighted within the Epping North area linking the nationally significant Craigieburn grasslands to the west with significant River Red Gum Grassy Woodlands to the north and north east. Watercourses within Epping North also play an important role as a habitat link.

More specific studies within Epping North have identified that the area contains a diversity of vegetation communities including plains grassy woodland, open woodland, stony knoll shrubland and grassland, and some riparian communities. Significant vegetation within Epping North includes remnant River Red Gums, Yellow Gums as well as native grassland species and riparian species along watercourses including the Edgars, Darebin and Findon Creeks. Remnant vegetation, especially River Red Gums, is also a key feature of the landscape and provides opportunities for visual relief within an urban area and for the creation of local character and identity.

It is important that a full assessment of vegetation occurs prior to development to enable retention of significant vegetation and to enhance its condition. Regard is to be given to the protection of vegetation at two levels. Firstly in forward planning work associated with Incorporated Plan, incorporated document and/or Development Plan preparation and secondly individual proposals for vegetation removal that may occur prior to urban development within Epping North.

Reference:

- Flora and Fauna Assessment, O’Herns Road Epping, Ahern, L et al, 1998
- NEROC Study (Sites of Faunal and Habitat Significance in North East Melbourne, Beardsell, 1997)
- City of Whittlesea Local Conservation Strategy, City of Whittlesea, 2000
- City of Whittlesea, Rural Review (Draft for Consultation), 2000
- Flora and fauna of Aurora, Epping North, Victoria, Biosis Research Pty Ltd, May 2006

2.0 Vegetation protection objective to be achieved

27/05/2019
C239wsea

To protect and enhance the diversity of vegetation types and communities within Epping North

To maintain and enhance the ecological integrity of indigenous vegetation within Epping North during its transition from rural to urban

To allow for faunal movement through the area by the maintenance and enhancement of habitat links

To protect the ongoing viability of vegetation communities by allowing for regeneration

To preserve and maintain significant vegetation and the character of the area

Preserve natural habitat for flora and fauna

3.0 Permit requirement

29/11/2007
C41 (Part 1)

No permit is required to remove, destroy or lop vegetation, which is not native vegetation.

Any permit application to remove native vegetation must be accompanied by:

- A detailed site plan indicating the vegetation to be removed.
- A report by a suitably qualified environmental consultant prepared to the satisfaction of the responsible authority

assessing the health and significance of the vegetation.

- Proposals for replacement vegetation/regeneration.

Flora and fauna assessments prepared as part of the Local Structure Plan/Incorporated Plan/incorporated document/Development Plan process should consider, as agreed with the responsible authority:

- Vegetation types (including ground flora) and vegetation communities within the site.
- Habitat types and habitat values.
- Assessment of fauna.
- Habitat links within and beyond the site.
- Level of significance and health of vegetation.

4.0 Application requirements

18/12/2020
C250wsea

The following application requirements apply to an application for a permit under Clause 42.02, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- A site analysis detailing the location of any existing River Red Gums on the land.
- A report prepared by a suitably qualified arborist assessing the condition of any existing River Red Gums on the land and providing recommendations relating to their retention as appropriate.

5.0 Decision guidelines

27/05/2019
C239wsea

The following application requirements apply to an application for a permit under Clause 42.02, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority::

- The conservation and enhancement of the area including visual amenity.
- Preservation of and impact on the natural environment.
- The preservation and protection of significant vegetation.
- Whether any revegetation is required.
- Broad open space areas shown within the Epping North Strategic Plan.
- The management of vegetation to minimise fire hazard.

43.04 DEVELOPMENT PLAN OVERLAY31/07/2018
VC148

Shown on the planning scheme map as **DPO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

43.04-1 Objectives31/07/2018
VC148

A schedule to this overlay may specify objectives to be achieved for the area affected by the overlay.

43.04-2 Requirement before a permit is granted31/07/2018
VC148

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works until a development plan has been prepared to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority.

A permit granted must:

- Be generally in accordance with the development plan.
- Include any conditions or requirements specified in a schedule to this overlay.

43.04-3 Exemption from notice and review31/07/2018
VC148

If a development plan has been prepared to the satisfaction of the responsible authority, an application under any provision of this planning scheme is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.04-4 Preparation of the development plan31/07/2018
VC148

The development plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A development plan that provides for residential subdivision in the Neighbourhood Residential Zone, General Residential Zone, Residential Growth Zone, Mixed Use Zone, Township Zone, Comprehensive Development Zone and Priority Development Zone must meet the requirements of Clause 56 as specified in the zone.

The development plan must describe:

- The land to which the plan applies.
- The proposed use and development of each part of the land.
- Any other requirements specified for the plan in a schedule to this overlay.

The development plan may be amended to the satisfaction of the responsible authority.

27/05/2019
C239wsea

SCHEDULE 12 TO CLAUSE 43.04 DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as DPO12 .

EPHING NORTH DEVELOPMENT PLAN

1.0 Objectives

27/05/2019
C239wsea

None specified.

2.0 Requirement before a permit is granted

27/05/2019
C239wsea

The Responsible Authority may grant a permit for subdivision, use or development prior to approval of a development plan provided that the Responsible Authority is satisfied that the subdivision, use or development will not prejudice the future use or development of the land for the purpose of the zone or any other aspect of the Municipal Planning Strategy and Epping North Strategic Plan.

3.0 Conditions and requirements for permits

27/05/2019
C239wsea

None specified.

4.0 Requirements for development plan

27/05/2019
C239wsea

The development plan must include sufficient area to demonstrate that development of the area to be subdivided is so far as practicable integrated with the immediately surrounding area, and must show:

- General consistency with and application of the principles of the relevant Incorporated Plan/Local Structure Plan and Epping North Strategic Plan.
- Co-ordination of different land ownerships.
- The local road, pedestrian and bicycle network, including links to adjoining land and networks and provision for access to proposed public transport routes.
- Road cross sections.
- Concept design of the proposed subdivision including proposed landscape treatments.
- Location and layout of non-residential uses, including neighbourhood centres and open space.
- Relevant topographical and landscape details, including identification of significant environmental, cultural and heritage features (especially rock walls) and measures to preserve and enhance those features.
- Opportunities for a diverse range of allotment sizes and dwelling types with particular emphasis on areas highlighted within the relevant Incorporated Plan/Local Structure Plan and the Epping North Strategic Plan.
- Details of proposed uses, subdivision pattern and treatment of areas of sensitive design as shown on the relevant Incorporated Plan/Local Structure Plan.
- Details of treatment of land adjacent to the core conservation area.
- Individual native trees and an indication of their health as a result of a report by a qualified environmental consultant.
- Areas for revegetation
- The location of any detention tanks or other such features in association with provision of infrastructure to the area.
- A stormwater management plan.

The development plan is to include the following assessments and be informed by:

- An assessment of the health and habitat value of all native vegetation (report is to be informed by flora and fauna assessments conducted as part of the preparation of the Incorporated Plan/Local Structure Plan.

- A detailed site analysis.
- A survey of the area for aboriginal archaeological sites
- An environmental audit identifying any environmental hazards and including proposed treatments.

INFORMATION ONLY

45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY31/07/2018
VC148

Shown on the planning scheme map as **DCPO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

45.06-1 Development contributions plan19/01/2006
VC37

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

45.06-2 Preparation of a development contributions plan19/01/2006
VC37

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

27/05/2019
C239wsea**SCHEDULE 2 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**

Shown on the planning scheme map as DCPO2 .

HARVEST HOME LSP DEVELOPMENT CONTRIBUTIONS PLAN1.0
19/01/2006
VC37**Area covered by this development contributions plan**

The area covered by this Development Contributions Plan (DCP) is land within the Harvest Home Local Structure Plan and shown on the planning scheme maps as DCPO2.

2.0
19/01/2006
VC37**Summary of costs**

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
<i>Road Network</i>	\$23,209,000	Refer to Table 8 in Harvest Home LSP	\$1,781,331	7.67%
<i>Open Space</i>	\$1,150,000	Refer to Table 8 in Harvest Home LSP	\$1,150,000	100%
<i>Land for Regional Recreation Facilities</i>	\$3,320,000	Refer to Table 8 in Harvest Home LSP	\$254,798	7.67%
<i>Land for Local Recreation Facilities</i>	\$376,000	Refer to Table 8 in Harvest Home LSP	\$376,000	100%
<i>Community Infrastructure</i>	\$1,600,000	Refer to Table 8 in Harvest Home LSP	\$462,150	28.9%

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
<i>Bicycle Network</i>	\$375,000	Refer to Table 8 in Harvest Home LSP	\$375,000	100%
<i>Transport Corridor</i>	\$1,334,000	Unknown	\$102,392	7.67%
TOTAL	\$31,364,000	-	\$4,501,671	14.35%

Various roads are included within the “roads” development contribution listed in the above table. These are detailed in the Harvest Home Local Structure Plan and cover:

- Craigieburn Road East
- Lehmans Road
- Harvest Home Road
- O’Herns Road/Findon Road
- Edgars Road
- Epping Road
- E6 Roadway

3.0
19/01/2006
VC37

Summary of contributions

FACILITY	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure		Community infrastructure		All infrastructure	
	Residential	Non-residential	Residential	Non-residential	Residential	Non-residential
<i>Road Network</i>	\$17,345 per hectare	-	-	-	\$17,345 per hectare	-
<i>Open Space</i>	\$11,198 per hectare	-	-	-	\$11,198 per hectare	-
<i>Land for Regional Recreation Facilities</i>	\$2,481 per hectare	-	-	-	-	-
<i>Land for Local Recreation Facilities</i>	\$3,661 per hectare	-	-	-	-	-
<i>Community Infrastructure</i>	-	-	\$4,500 per hectare	-	\$4,500 per hectare	-
<i>Bicycle Network</i>	\$3,651 per hectare	-	-	-	\$1,015 per hectare	-
<i>Transport Corridor</i>	\$997 per hectare	-	-	-	\$997 per hectare	-
TOTAL	\$39,333 per hectare		\$4,500 per hectare		\$43,833 per hectare	

Land or development excluded from development contributions plan

- Council owned land
- Transmission Line Easement
- Land required by Melbourne Water for drainage purposes

Note: This schedule sets out a summary of the costs and contributions prescribed in the development contributions plan. Refer to the incorporated development contributions plan for full details

INFORMATION ONLY

45.12 SPECIFIC CONTROLS OVERLAY

04/05/2022
VC210

Shown on the planning scheme map as **SCO** with a number.

Purpose

To apply specific controls designed to achieve a particular land use and development outcome in extraordinary circumstances.

45.12-1 Use or development

31/07/2018
VC148

Land affected by this overlay may be used or developed in accordance with a specific control contained in the incorporated document corresponding to the notation on the planning scheme map (as specified in the schedule to this overlay). The specific control may:

- Allow the land to be used or developed in a manner that would otherwise be prohibited or restricted.
- Prohibit or restrict the use or development of the land beyond the controls that may otherwise apply.
- Exclude any other control in this scheme.

45.12-2 Expiry of a specific control

31/07/2018
VC148

If a specific control contained in an incorporated document identified in the schedule to this clause allows a particular use or development, that control will expire if any of the following circumstances applies:

- The use and development is not started within two years of the approval date of the incorporated document or another date specified in the incorporated document.
- The development is not completed within one year of the date of commencement of works or another date specified in the incorporated document.

The responsible authority may extend the periods referred to if a request is made in writing before the expiry date or within three months afterwards.

Upon expiry of the specific control, the land may be used and developed only in accordance with the provisions of this scheme.

OWNERS CORPORATION CERTIFICATE

S.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. 1 PS 617864Y

Address **76-90 Epping Road, Epping VIC 3076**

This certificate is issued for **Lot 81** on Plan of Subdivision no **617864Y**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **8 November 2023**.

You can inspect the owners corporations register for additional information and you should confirm all information prior to settlement.

(a) The current fees annual fees for the lot are **\$744.28*** which is payable in quarterly instalments due every 01 March, 01 June, 01 September & 01 December

**The annual fees are based on the approved Budget of FY 22-23. Fees are subject to change at next AGM.*

(b) The period for which the fees for the lot have been levied is 01 December 2023 to 29 February 2024.

(c) The total of any unpaid fees or charges for the lot as of this certificate date is **\$275.38*** which is comprised of:

Due Date – 01/12/23 – Owners Corp Fees (01.12.23 to 29.02.24) - \$186.07 – **Unpaid**

Due Date – 01/12/23 – Special Levy – Asphaltting Works - \$89.31 - **Unpaid**

**Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.*

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date – 12/04/2023 – Special Levy for sewerage works - \$91.60 – **Paid**

Due Date – 01/12/23 – Special Levy – Asphaltting Works - \$89.31 - **Unpaid**

**Further details on special levy are under section e.*

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details:

In February 2023, several sections of the sewerage pipe servicing all buildings and townhouses in the complex had blockages which necessitated the callout of a commercial drainage team. Over the course of the works, the sewerage pipe was unblocked however certain sections of piping will need to be repaired. The cost of the callout and subsequent cost to repair was not budgeted for in the Owners Corporation fees. As such a special levy totalling \$16,000 is issued to all owners divided by lot liability to cover the expense for sewerage unblocking and repairs. The drainage work has now been completed.

Also, the Owners Corporation is currently in discussion with council for new landscaping plan. Costs are yet to be finalised. A special levy may be required to cover these costs.

The Owners Corporation is finalising some repair works to the asphaltting and visitor's car park common to Owners Corporation No. 1. A special levy has been issued and due on 01/12/2023.

(f) The owners corporation has the following insurance cover:

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0015334
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$25,164,775
Public Liability Amount:	\$20,000,000
Renewal Date:	1 March 2024

(g) 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**

- (h) The total funds held by the owners corporation as of **8 November 2023** are **\$56,441.62**
- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: **NIL**
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details:

Contract: Agreement with Origin Energy for the Installation, Operation and Maintenance of a Central Water Heating System and Associated Billing system and the Supply of Unmetered Cooker Gas.

- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

The Owners Corporation received a notice of contravention from City of Whittlesea regarding landscaping at the building. This was issued 10th April 2019. This notice is yet to be satisfied.

- (m) 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:

The Owners Corporation is not a party to or aware of any proceedings. Legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners may occur from time to time.

- (n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate
PO Box 278
Doncaster Height VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au**

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

- (p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 8 November 2023

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd
ACN 154 482 274 T/As Australian Body Corporate



Signature of Alexander Ly
Owners Corporation Manager
For and on behalf of

Owners Corporation No. 1 PS 617864Y





AUSTRALIAN BODY CORPORATE

Australian Body Corporate

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MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION No. 1 – PS 617864Y

76-90 Epping Rd Epping VIC 3076

Minutes of the Annual General Meeting held online via Zoom
on **Wednesday 15th March 2023** at 5:30 pm

1. Welcome and Appointment of Chairperson

Mr Alexander Ly of Australian Body Corporate welcomed the members to the Annual General Meeting of Owners Corporation No. 1 PS 617864Y which commenced at 5:33 pm.

It was agreed that Mr Alexander Ly was elected as Chairperson of the meeting and that he take the meeting minutes.

2. Noting Attendance, Apologies & Proxies

Present

Lot 13 – Karen Crouch
Lot 20 – Marina Sekulovska
Lot 31 – Bernadine Rozells
Lot 35 – Aristidis Dollas
Lot 45 – Rachel Jean Aquilina
Lot 46 – Darko Lenart
Lot 51 – Nisa Oner
Lot 54 – Elena Salvador
Lot 60 – Tanya Lowe
Lot 74 – Penny Vallence
Lot 81 – Maria Sarson
Lot 82 – Boris Georgiou
Lot 84 – Nicholas Lang and Alana Johnston
Lot 86 – Anne Tanner
Lot 128 – Marija Pop-Stefanova
Lot 129 – Akua Bioh-Oparanozie

Proxy

Lot 43 – Stephanie Nativo proxy Gino Nativo
Lot 128 – Marija Pop-Stefanova proxy Irena Krsteska



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Apologies

Lot 120 – Peter Pepi

Manager(s) in attendance

Mr Alexander Ly of Australian Body Corporate (The OC Manager)

Mr Robert Manfredi of Australian Body Corporate (Team Leader)

Quorum Present

17 of 142 lots were present from Owners Corporation No. 1 which represented 11.97% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was NOT present for Owners Corporation No. 1.

All general resolutions made at the AGM for Owners Corporation No. 1 are interim decisions and will remain as interim decisions of the Owners Corporation for 28 days from the date of the meeting.

In accordance with Section 78(4) of the Owners Corporation Act 2006 interim resolutions become resolutions of the Owners Corporations 29 days from the date of the interim resolution and the effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29-day period, the interim special resolution cannot be acted on until the resolution is confirmed at a meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28-day period.

Manager's Note: Pursuant to section 89B (1) of the Owners Corporation Act 2006, a lot owner who is in arrears for **any** amount owed to an owners corporation is not entitled to vote (either in person, by ballot or by proxy) on a resolution of the owners corporation unless the amount in arrears is paid in full.

3. Confirm Online Meeting & Voting

It was resolved that the Owners Corporation approves that all meetings can be conducted electronically (Via Teleconferencing and/or Video Link). It was also resolved that the Owners Corporation approves the acceptance of electronic voting at meetings that are conducted via teleconferencing and/or Video Link.

4. Acceptance of the previous AGM minutes

The members reviewed the last AGM minutes which were held on 18th August 2021.

After discussions, the members confirmed and accepted the minutes as presented.



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5. Reports

- a. **Manager Report** – The OC manager tabled a report regarding professional indemnity and current tasks completed including communications and time spent at the property.

The Owners Corporation manager's report was accepted by the members present.

6. Presentation and Acceptance of previous year's financial reports

- a. **Financial Year 20-21** - The manager summarised the financials for the property for the year ending 31/08/21. The members accepted the financials for the year ending 31/08/21.
- b. **Financial Year 21-22** - The manager summarised the financials for the property for the year ending 31/08/22. The members accepted the financials for the year ending 31/08/22.

7. Election of Owners Corporation Committee

a. Election of Committee –

The manager discussed the committee and responsibility of committee members

The following members below were nominated for election onto the committee of the Owners Corporation No. 1:

Lot 13 – Karen Crouch
Lot 31 – Bernadine Rozells
Lot 35 - Aristidis Dollas
Lot 43 – Gino Nativo
Lot 51 – Nisa Oner
Lot 54 – Elena Salvador
Lot 81 – Maria Sarson
Lot 120 – Peter Pepi
Lot 128 – Irena Krsteska

As all nominated owners wished to be on the committee, pursuant to section 103 (1A) of the Owners Corporation Act 2006, the members resolved to increase the number of members to a maximum of 9 positions.

It was also resolved that the members as nominated be elected onto the Committee for Owners Corporation No. 1.

The above members are to also make themselves available to attend dispute resolutions should any matters for dispute arise between lot owners.



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8. Review of Building & Public Liability Insurance Cover

a. Review of Building and Public Liability Cover - The manager noted that the property has building insurance currently held by Owners Corporation No. 1 PS 617864Y and the summary of the policy details are:

CHU Underwriting Agencies Pty Ltd
Policy Period 1/03/2023 – 1/03/2024

Policy No.	HU0015334
Building Coverage	\$25,164,775
Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000
Office Bearers	\$2,000,000
Excess	\$2,000.00

Manager's Note: In accordance with the provisions of the current legislation, it was noted that the Owners Corporation manager receives a commission on placing/renewing strata insurance policy calculated based on the base premium. This commission is for the lodgement of insurance claims, management of the insurance policy, issuing of certificate of currencies and provision of general and factual information to owners regarding strata insurance.

Financial Services Declaration

The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor. If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal) The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance."

Financial Services Guide and Product Disclosure Statement

Please contact our office if you require a copy of the insurer's Financial Services Guide & Product Disclosure Statement.

b. Insurance Valuation Recommendation – Tier 4 Property

The Owners Corporation were advised that in December 2021, the Owners Corporation Act was amended. As per the Act, as a tier 1 Owners Corporation (Greater than 100 lots), a valuation MUST be obtained at least every 5 years which complies with section 65 of the Owners Corporation Act 2006

The Owners Corporation has not obtained an Insurance valuation Report for a number of years. It was resolved for the Owners Corporation manager to obtain insurance valuation quotations and supply to the committee for review.



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c. Minimising the Risk of Litigation

The manager discussed the importance of being aware and alert to hazards and risk to both the common property and private lots. The Owners Corporation holds public liability cover of \$20 Million which complies with the legal minimum under Part 3, Division 6, section 60 of the Owners Corporation Act 2006 and was deemed adequate by the members.

Please refer to the Owners Corporation Risk Sheet attached to the AGM Pack for more information.

Manager's Note - Members are reminded that public liability risk within their private unit, is not covered the Owners Corporation's Strata Insurance Policy. Lot Owners need to cover this internal private risk by means of a separate insurance policy themselves.

d. Disclosure to members re Contents / Landlords

The insurances referred to above, while including the following under the definition of "building" in the Act:

- (a) any improvements and fixtures forming part of the building; and any shared services; and
- (b) anything prescribed as forming part of a building

It does not generally include -

- (c) carpet and temporary/floating floor, any wall and ceiling coverings; or
- (d) fixtures removable by a lessee at the end of a lease; or
- (e) anything prescribed as not forming part of a building.

"shared services" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owner's corporation or any of its members.

***The owners are reminded that the policy's building sum in general DOES NOT include personal contents or landlords cover. Lot owners should consider and seek legal advice in relation to their risk and ensure they have adequate coverage to their personal needs. Please note that if you have not notified the Owners Corporation of any improvements and fixtures forming part of your lot, these may not be covered in the event of a claim.**

e. Standing Direction

Members have resolved that - To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006,



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Australian Body Corporate is granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually with the same policy benefits and same building sum insured at a minimum.

f. Premium Funding for Insurance Renewal

The members resolved that should the Owners Corporation required premium funding to renew the insurance policy, that the Owners Corporation manager be given authority to use premium funding only if needed in consultation with the committee should the need arise.

9. Occupational Health & Safety Compliance

An Owners Corporation Risks Sheet was provided to all owners prior to the AGM as part of the AGM Notice of Meeting pack. The manager stressed the importance of keeping the common property well maintained in order to prevent possible injury to residents or the public. This includes gardens, footpaths, driveways and common exterior lighting.

Additionally, if spills, slipping or tripping hazards are ever found present on the common property, members are kindly requested to inform the Owners Corporations manager as soon as possible.

Members resolved to monitor the area themselves and advise the Owners Corporation manager in writing along with photos to document any areas of concern. A checklist will be created by the members in the walkaround to be used as a guideline for monitoring of common property.

The manager advised that the cleaners were also to report on any safety hazards whilst onsite for their weekly cleaning duties.

10. Common Property Maintenance

a. Gardening & Landscaping Improvement Works – The members of the previous committee advised that the gardener engaged for the pool area had quoted on improving the landscaping by backfilling the pool and flattening and smoothing out the area. Piping and cabling which is sticking up from the ground will need to be removed.

The manager is to follow up Vince from VSD Gardening and Maintenance to supply quotation to the Owners Corporation Committee for review.

b. Removal of Temporary Fence – As part of the landscaping works to the pool area, the temporary fence will need to be removed as well.

c. Public Lighting – The committee for Owners Corporation No. 1 would be reviewing lighting and add the correct type of bollards as necessary in the areas as indicated in the planning permit for this site and would be done in conjunction with the landscaping works.



AUSTRALIAN BODY CORPORATE

Australian Body Corporate

ABN 60 873 029 429

PO Box 278

Doncaster Heights Vic 3109

E admin@ausbodycorp.com.au

P 03 8418 8787

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d. Pothole Repairs and Roadway Works – The manager noted that he had received multiple requests of residents of the townhouse that the roadway belonging to Owners Corporation No. 1 had potholes and repairs were needed.

Due to the number of other urgent maintenance required for this site, it was resolved to do temporary repairs to be approved by the committee and look for a more permanent repair to include the visitors parking near Owners Corporation No. 8 as well.

e. Rear Fence Extension near Owners Corporation No. 5 laneway – The members resolved to install a paling fence to block off access from the residents of Kirkland Court access to Epping Rd via the common areas of Owners Corporation No. 1

Some of the committee advised that Vince was also quoting on installing the fence in this area as well and would review.

The contractor from Prompt Carpentry had already submitted a quotation to the Owners Corporation.

Manager's Note: Subsequent to the AGM, the Owners Corporation received further information regarding fencing off the laneway which the committee are reviewing as of the date of the minutes being completed.

f. Maintenance Plan for Owners Corporation No. 1 – Pursuant to section 36 of the Owners Corporation Act 2006, there is a requirement to prepare and approve a maintenance plan as Owners Corporation No. 1 is a Tier 1 Owners Corporation.

As such a maintenance plan report will need to be prepared and it would also be beneficial to itemise requirements for all buildings.

The manager would obtain quotations and email committee members to review. It was noted that the quotation for the report can be combined with the insurance valuation report for a discount to both.

g. Other Maintenance –

- **Sewerage Pipe Overflow** – The manager updated the members in attendance regarding sewerage overflow.

Due to a number of items that entered into the pipes, it caused a serious blockage of the pipes requiring a commercial team to attend to site to unblock. A quotation was also provided for the repair of the damaged sections of sewerage pipes for the property.

At this stage the Owners Corporation has issued a special levy totalling \$16,000 to cover the works required.



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11. Proposed Budget

a. Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/09/2022 to 31/08/2023)

The proposed budget for Owners Corporation No. 1 of \$130,000.00 was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting.

This was an increase of \$10,380.00 annually compared to the previous budget.

Discussions took place with regards to the proposed administration fund budgets for the period 01/09/2022 to 31/08/2023.

The budget as tabled for Owners Corporation No. 1 was accepted by the members.

This represented an additional increase over the current amount paid by owners.

Each lot will pay their share of the total amount according to their lot liability and an adjustment levy will be issued to all owners to reflect the increase in the budget.

b. Levy Frequency - It was resolved that the levies will be issued on a quarterly basis, due every 1st March, 1st June, 1st September & 1st December and will continue at the same rate based on the above budget until changed by members of the Owners Corporation at the next AGM.

12. Debt Collection & Penalty Interest

Arrears

Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

Penalty Interest

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 28 days.

Legal Action

Members resolved that - "That the Owners Corporation Manager is authorised to commence legal proceedings in either the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria for the recovery of outstanding contributions and charges for any lot when necessary to do so and with committee approval."



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Cost Recovery

Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation."

13. General Business

a. Electronic Communications (paperless documentation)

Members resolved to send out all Owners Corp Fee notices and correspondence electronically where current email addresses are provided.

- b. For Sale / Lease Boards** – It was resolved that for sale or lease boards are NOT to be mounted anywhere in the complex or around the complex as per previous AGM resolutions. Agents would be advised if it was found to be mounted and requested to remove.

- c. Any Time Towing** – The members were reminded that the Owners Corporation have in place Any Time Towing for any vehicle that park on the common property. Signage is in place around the complex. The Owners Corporation will continue to monitor these areas regularly to ensure no vehicles are parking on common property. Offending vehicles will NOT be issued any warning notices prior to towing away.

Should owners find privately allocated parking spots be occupied by another vehicle not belonging to them, it will be up to the individual lot owner to contact Any Time Towing.

- d. Installation or changes to a lot affecting external appearance** – Owners wishing to change the exterior of their lot must provide all necessary information to the Owners Corporation including style, size and colour of the change requested. This includes all forms of awnings and external blinds and changes to balconies.

All changes must be in keeping with the current aesthetics of the building.

All costs associated with these requests will be at the lot owner's expense.

e. Other Business –

- i. Fact Sheet for Epping Rd Complex** – Members raised from the floor that a fact sheet is to be created to assist new owners and tenants when moving into the complex to understand how things need to be set up and important contacts. Gino to review and provide to ABC a draft version.



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- f. **Date for next AGM** – It was resolved that the next AGM will be held in the month of November 2023.

14. Close of Meeting

As there was no other business the meeting closed at 7:30 pm.

23 March 2023

Minutes Prepared by:

Alexander Ly of Australian Body Corporate

Owners Corporation Manager

For and on behalf of Owners Corporation No. 1 PS 617864Y

INFORMATION ONLY



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0015334
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/03/2023 to 01/03/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 617864Y (OC1 - OC8)
Situation	80-90 EPPING ROAD EPPING VIC 3076

Policies Selected

Policy 1 – Insured Property

Building: \$25,164,775
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$3,774,716

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

02/02/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Enquiries: Sara Seif

In Reply
Please Quote: 708800

10 April 2019

Australian Body Corporate
PO BOX 278
Doncaster Heights VIC 3109
E: admin@ausbodycorp.com.au
P: 8418 8787

Att: Robert Manfredi

Dear Mr. Manfredi

Failure to Comply with Whittlesea Planning Scheme and Planning Permit 708800 issued 22 December 2005, amended on 14 February 2006 and amended again on 19 September on 2007 for 80 - 90 Epping Rd, Epping

I refer to the above matter and advise that Council has committed itself to improving the appearance and functioning of all areas within the municipality.

Council would like to achieve this with the full co-operation of land owners.

Council's Planning Enforcement Officers have carried out an inspection of your site and observed that the Whittlesea Planning Scheme is not being complied with in the following respects:-

- **The areas designated as landscaping have not been planted or maintained to the satisfaction of the Responsible Authority.**

You are therefore afforded 60 days from the date of this letter to fully comply with the attached planning permit conditions:-

- **Weed, re-plant, re-mulch and maintain the areas designated as landscaping.**
- **Make sure all footpaths are provided as indicated on the plans**
- **Ensure the correct number and location of parking bays are provided**
- **All parking bays to be clearly line marked including disabled parking bays**
- **All trees to be planted are of species indicated on the plans**
- **All Outdoor urban furniture to be provided**
- **All fencing to be provided**

Please be advised that once the landscaping has been weeded, planted and mulched to the satisfaction of the Responsible Authority it **MUST** be continuously maintained to Council's satisfaction. Your site will be inspected on a random basis and should the landscaping be found to be unsatisfactory, enforcement action may be initiated against you without further notice.

Please note that failure to comply with Council's directives may result in further enforcement action being taken against you.

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 9409 9880
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 Free Telephone Interpreter Service

العربية	9679 9871	ਪੰਜਾਬੀ	9679 9879
Ελληνικά	9679 9873	தமிழ்	9679 9879
हिंदी	9679 9879	Türkçe	9679 9877
Italiano	9679 9874	Tiếng Việt	9679 9878
Македонски	9679 9875	Other	9679 9879
简体中文	9679 9857		

Should you have any queries please contact Council's Planning Enforcement Officer, Sara Seif, on telephone number 9217 2423.

Yours faithfully



Sara Seif
Planning Enforcement Officer

INFORMATION ONLY

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 working days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

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

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

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

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

INFORMATION ONLY

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

OWNERS CORPORATION CERTIFICATE

S.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. 4 PS 617864Y

Address **82 Epping Road, Epping VIC 3076**

This certificate is issued for **Lot 81** on Plan of Subdivision no **617864Y**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **8 November 2023**.

You can inspect the owners corporations register for additional information and you should confirm all information prior to settlement.

(a) The current fees annual fees for the lot are **\$1,644.24*** which is payable in quarterly instalments due every 01 March, 01 June, 01 September & 01 December

**The annual fees are based on the approved Budget of FY 22-23. Fees are subject to change at next AGM.*

(b) The period for which the fees for the lot have been levied is 01 December 2023 to 29 February 2024.

(c) The total of any unpaid fees or charges for the lot as of this certificate date is **\$411.06*** which is comprised of:
Due Date – 01/12/23 – Owners Corp Fees (01.12.23 to 29.02.24) - \$411.06 – **Unpaid**

**Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.*

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date – 01/10/2023 – Special Levy for Maintenance Work - \$96.78 – **Paid**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details:

The Owners Corporation is currently in discussion with council for new landscaping plan. Costs are yet to be finalised. A special levy may be required to cover these costs.

(f) The owners corporation has the following insurance cover under **Owners Corporation No. 1**:

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0015334
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$25,164,775
Public Liability Amount:	\$20,000,000
Renewal Date:	1 March 2024

(g) 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**

(h) The total funds held by the owners corporation as of **8 November 2023** are **\$11,941.57**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: **NIL**

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details:

Contract: *Agreement with Origin Energy for the Installation, Operation and Maintenance of a Central Water Heating System and Associated Billing system and the Supply of Unmetered Cooker Gas.*

- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

The Owners Corporation received a notice of contravention from City of Whittlesea regarding landscaping at the building. This was issued 10th April 2019. This notice is yet to be satisfied.

- (m) 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:

The Owners Corporation is not a party to or aware of any proceedings. Legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners may occur from time to time.

- (n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate**
PO Box 278
Doncaster Height VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

- (p) Documents required to be attached to the owners corporation certificate are:


A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 8 November 2023

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd
ACN 154 482 274 T/As Australian Body Corporate


Signature of Alexander Ly
Owners Corporation Manager
For and on behalf of

Owners Corporation No. 4 PS 617864Y





AUSTRALIAN BODY CORPORATE

Australian Body Corporate

ABN 60 873 029 429

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P 03 8418 8787

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MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION No. 4 – PS 617864Y

82 Epping Rd Epping VIC 3076

Minutes of the Annual General Meeting held online via Zoom
on **Wednesday 1st March 2023** at 5:15 pm

1. Welcome and Appointment of Chairperson

Mr Alexander Ly of Australian Body Corporate welcomed the members to the Annual General Meeting of Owners Corporation No. 4 PS 617864Y which commenced at 5:20 pm.

It was agreed that Mr Alexander Ly was elected as Chairperson of the meeting and that he take the meeting minutes.

2. Noting Attendance, Apologies & Proxies

Present

Lot 82 – Boris Georgiou

Proxy

NIL

Apologies

NIL

Manager(s) in attendance

Mr Alexander Ly of Australian Body Corporate (The OC Manager)

Mr Robert Manfredi of Australian Body Corporate (Team Leader)

Quorum Present

1 of 18 lots were present from Owners Corporation No. 4 which represented 5.56% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was NOT present for Owners Corporation No. 4.



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W ausbodycorp.com.au

All general resolutions made at the AGM for Owners Corporation No. 4 are interim decisions and will remain as interim decisions of the Owners Corporation for 28 days from the date of the meeting.

In accordance with Section 78(4) of the Owners Corporation Act 2006 interim resolutions become resolutions of the Owners Corporations 29 days from the date of the interim resolution and the effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29-day period, the interim special resolution cannot be acted on until the resolution is confirmed at a meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28-day period.

Manager's Note: Pursuant to section 89B (1) of the Owners Corporation Act 2006, a lot owner who is in arrears for **any** amount owed to an owners corporation is not entitled to vote (either in person, by ballot or by proxy) on a resolution of the owners corporation unless the amount in arrears is paid in full.

3. Confirm Online Meeting & Voting

It was resolved that the Owners Corporation approves that all meetings can be conducted electronically (Via Teleconferencing and/or Video Link). It was also resolved that the Owners Corporation approves the acceptance of electronic voting at meetings that are conducted via teleconferencing and/or Video Link.

4. Acceptance of the previous AGM minutes

The members reviewed the last AGM minutes which were held on 18th August 2021.

After discussions, the members confirmed and accepted the minutes as presented.

5. Reports

- a. **Manager Report** – The OC manager tabled a report regarding professional indemnity and current tasks completed including communications and time spent at the property.

The Owners Corporation manager's report was accepted by the members present.

6. Presentation and Acceptance of previous year's financial reports

- a. **Financial Year 20-21** - The manager summarised the financials for the property for the year ending 31/08/21. The members accepted the financials for the year ending 31/08/21.
- b. **Financial Year 21-22** - The manager summarised the financials for the property for the year ending 31/08/22. The members accepted the financials for the year ending 31/08/22.



AUSTRALIAN BODY CORPORATE

Australian Body Corporate

ABN 60 873 029 429

PO Box 278

Doncaster Heights Vic 3109

E admin@ausbodycorp.com.au

P 03 8418 8787

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7. Election of Owners Corporation Committee

a. Election of Committee –

It was resolved that the below lot owner be nominated and elected as the Chairperson of the Owners Corporation No. 4:

Lot 82 – Boris Georgiou

The above members are to also make themselves available to attend dispute resolutions should any matters for dispute arise between lot owners.

8. Occupational Health & Safety Compliance

An Owners Corporation Risks Sheet was provided to all owners prior to the AGM as part of the AGM Notice of Meeting pack. The manager stressed the importance of keeping the common property well maintained in order to prevent possible injury to residents or the public. This includes gardens, footpaths, driveways and common exterior lighting.

Additionally, if spills, slipping or tripping hazards are ever found present on the common property, members are kindly requested to inform the Owners Corporations manager as soon as possible.

Members resolved to monitor the area themselves and advise the Owners Corporation manager in writing along with photos to document any areas of concern. The manager advised that the cleaners were also to report on any safety hazards whilst onsite for their weekly cleaning duties.

9. Common Property Maintenance

a. External Cladding Façade – The manager presented 3 quotations to the owners in attendance regarding the external cladding and painting repairs facing the eastern side of the building.

It was previously reported that one of the apartments on the top floor of the building had issues with the water entry with leak detection advising that it was likely to be coming from the cladding. In effect given how water travels that it could internally damage the building structure the longer it was left.

After further discussions with regards to the scope, material and funding of the works by the Owners Corporation, it was resolved to proceed with Crowntex Australia with the quoted price to repair at \$10,752.50. The manager would confirm costings with Crowntex Australia prior to issuing a work order.

The manager advised that this cladding repair work may require a portion of the total expense to be funded by a special levy.



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b. Gardening – The owners advised that the current gardener's service, VSD Gardening and Maintenance, was satisfactory and no change to scope or frequency required at this time.

Previously, the Owners Corporation had gone through the exercise to resolve trip points and putting mulching down in the gardens.

b. Cleaning – Cleaning was discussed and it was noted that some areas due to the design of the building it was hard to keep clean as it was not shielded from the elements such as the side stairwell surrounded by the louvres. Otherwise cleaning was adequate and no change in scope or frequency required at this time.

c. Gutter Cleaning – The manager noted that the gutters should be cleaned at least annually to reduce repair costs of water entry and completed at least annually. Quotes to be obtained for a number of the individual complexes cleaned at the same time and quotes to be sent to the committee for review and approval.

d. Essential Services – The manager advised the owners that essential services were conducted to the property. Unless there was a major item of expense for replacement of a major item of equipment, these were approved by the manager as an ongoing part of the maintenance of fire equipment and warning systems.

e. Waste Management – The manager advised that he was in the process of changing waste management companies due to a competitive quote which included weekly waste and comingle pickups, 1 x hard waste removal per month if left on common area on occasions and quarterly bin cleaning for a fixed charge.

f. Garage Gates – The manager noted that the gates previously had some issues due to residents tampering with the control box and damage due to wear and tear.

In an effort to reduce the size, number and cost of callouts, he advised the owners that Fantastic Garage and Door Services had quoted to have ongoing 6-monthly service to multiple garage doors in the complex resulting in significant savings for this and other buildings at the complex.

g. Other Maintenance –

- **Louvre Damage Near Entrance** – Boris reported that near the main entrance near the intercom system, one of the louvres was damaged. The manager would get a handyman to repair.



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10. Proposed Budget

a. Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/09/2022 to 31/08/2023)

The proposed budget for Owners Corporation No. 4 of \$34,000.00 was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting.

This was an increase of \$4,550.00 annually compared to the previous budget.

Discussions took place with regards to the proposed administration fund budgets for the period 01/09/2023 to 31/08/2023.

The budget as tabled for both Owners Corporation No. 4 was accepted by the members.

This represented an additional increase over the current amount paid by owners.

Each lot will pay their share of the total amount according to their lot liability and an adjustment levy will be issued to all owners to reflect the increase in the budget.

b. Levy Frequency - It was resolved that the levies will be issued on a quarterly basis, due every 1st March, 1st June, 1st September & 1st December and will continue at the same rate based on the above budget until changed by members of the Owners Corporation at the next AGM.

11. Debt Collection & Penalty Interest

Arrears

Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

Penalty Interest

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 28 days.

Legal Action

Members resolved that - "That the Owners Corporation Manager is authorised to commence legal proceedings in either the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria for the recovery of outstanding contributions and charges for any lot when necessary to do so and with committee approval."



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Cost Recovery

Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation."

12. Appointment of the Manager

Members of the Owners Corporation resolved to appoint Australian Body Corporate Management for the period of 3 years.

Australian Body Corporate Management is delegated all the powers and functions of the Owners Corporation necessary to enable the manager to perform its duties under the contract of appointment of the Owners Corporation Manager (contract).

13. General Business

a. Electronic Communications (paperless documentation)

Members resolved to send out all Owners Corp Fee notices and correspondence electronically where current email addresses are provided.

- b. For Sale / Lease Boards** – It was resolved that for sale or lease boards are NOT to be mounted anywhere in the complex or around the complex as per previous AGM resolutions. Agents would be advised if it was found to be mounted and requested to remove.

- c. Any Time Towing** – The members were reminded that the Owners Corporation have in place Any Time Towing for any vehicle that park on the common property. Signage is in place around the complex. The Owners Corporation will continue to monitor these areas regularly to ensure no vehicles are parking on common property. Offending vehicles will NOT be issued any warning notices prior to towing away.

Should owners find privately allocated parking spots be occupied by another vehicle not belonging to them, it will be up to the individual lot owner to contact Any Time Towing.

- d. Installation or changes to a lot affecting external appearance** – Owners wishing to change the exterior of their lot must provide all necessary information to the Owners Corporation including style, size and colour of the change requested. This includes all forms of awnings and external blinds and changes to balconies.



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All changes must be in keeping with the current aesthetics of the building.

All costs associated with these requests will be at the lot owner's expense.

e. Other Business –

- i. Maintenance Plan** – The manager also raised that under Owners Corporation No. 1, there is a need to obtain a maintenance plan report. As part of this it may be beneficial to obtain a maintenance plan specifically for Owners Corporation No. 4 building.
- ii. Cover for Owners Corporation Bin Area** – Boris requested if the bin area could have an overhead cover installed. To date only 88 Epping Rd Owners Corporation No. 5 had such a covering installed.

Robert advised that Adam from Prompt Carpentry had completed this job and that the manager can obtain a quotation for review. However since the Owners Corporation would also be completing the cladding works, that should this work also be approved a special levy may also be required to fund the works.

- f. Date for next AGM** – It was resolved that the next AGM will be held in the month of November 2023.

14. Close of Meeting

As there was no other business the meeting closed at 6:20 pm.

10 March 2023

Minutes Prepared by:

Alexander Ly of Australian Body Corporate

Owners Corporation Manager

For and on behalf of Owners Corporation No. 4 PS 617864Y-4



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0015334
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/03/2023 to 01/03/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 617864Y (OC1 - OC8)
Situation	80-90 EPPING ROAD EPPING VIC 3076

Policies Selected

Policy 1 – Insured Property

Building: \$25,164,775
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$3,774,716

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

02/02/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Enquiries: Sara Seif

In Reply
Please Quote: 708800

10 April 2019

OC4
PO BOX 278
Doncaster Heights VIC 3109
E: admin@ausbodycorp.com.au
P: 8418 8787

Att: Robert Manfredi

Dear Mr. Manfredi

Failure to Comply with Whittlesea Planning Scheme and Planning Permit 708800 issued 22 December 2005, amended on 14 February 2006 and amended again on 19 September 2007 for 82 Epping Rd, Epping

I refer to the above matter and advise that Council has committed itself to improving the appearance and functioning of all areas within the municipality.

Council would like to achieve this with the full co-operation of land owners.

Council's Planning Enforcement Officers have carried out an inspection of your site and observed that the Whittlesea Planning Scheme is not being complied with in the following respects:-

- **The areas designated as landscaping have not been planted or maintained to the satisfaction of the Responsible Authority.**

You are therefore afforded 60 days from the date of this letter to fully comply with the attached planning permit conditions:-

- **Weed, re-plant, re-mulch and maintain the areas designated as landscaping.**
- **Make sure all footpaths are provided as indicated on the plans**
- **Ensure the correct number and location of parking bays are provided**
- **All parking bays to be clearly line marked including disabled parking bays**
- **All trees to be planted are of species indicated on the plans**
- **All Outdoor urban furniture to be provided**
- **All fencing to be provided**

Please be advised that once the landscaping has been weeded, planted and mulched to the satisfaction of the Responsible Authority it **MUST** be continuously maintained to Council's satisfaction. Your site will be inspected on a random basis and should the landscaping be found to be unsatisfactory, enforcement action may be initiated against you without further notice.

Please note that failure to comply with Council's directives may result in further enforcement action being taken against you.

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 9409 9880
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 Free Telephone Interpreter Service

العربية	9679 9871	ਪੰਜਾਬੀ	9679 9879
Ελληνικά	9679 9873	தமிழ்	9679 9879
हिंदी	9679 9879	Türkçe	9679 9877
Italiano	9679 9874	Tiếng Việt	9679 9878
Македонски	9679 9875	Other	9679 9879
简体中文	9679 9857		

Should you have any queries please contact Council's Planning Enforcement Officer, Sara Seif, on telephone number 9217 2423.

Yours faithfully



Sara Seif
Planning Enforcement Officer

INFORMATION ONLY

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 working days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

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

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

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

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

INFORMATION ONLY

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.

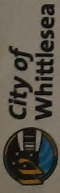
Further information

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.



Locked Bag 1, Bundoora 3083
ABN 72 431 091 058

Valuations and Rates Notice

For the period 1 July 2023 to 30 June 2024

☎ NRS 133 677 ask for (03) 9217 2170
☎ Phone (03) 9217 2170
✉ Email info@whittlesea.vic.gov.au

Terms and Conditions apply \$30



M Sarson
Unit 107
Level 1
82 EPPING ROAD



074994
R16_2221



For emailed notices register at
whittlesea.enotices.com.au
Reference No. C424D8074Z

Issue Date 25/08/2023

Assessment Number
0847822

Property Details	Unit 107 Level 1 82 Epping Road EPPING VIC 3076
LOT 81 PS 617864Y	
Owner :	M Sarson

Valuation Details	
Site Value	\$60,000
Capital Improved Value	\$290,000
Net Annual Value	\$14,500
Level of value date	01/01/2023
Valuation operative date	01/07/2023
AVPCC	125.4 OYO Strata Flat

Rates and Charges		
Council Charges		
General rate	14.500 x 0.04724460	\$685.05
State Government Charges		
Fire services charge (Res) 1 x 125.00		\$125.00
Fire services levy (Res) 290,000 x 0.00004600		\$13.34
Waste Landfill Levy General 1 x 0.00004600		\$13.90
Total		\$837.29

Payments received after 15 August 2023 may not be included on this notice

INSTALLMENT 1	
\$210.29	Due By 30/09/2023
INSTALLMENT 2	
\$209.00	Due By 30/11/2023
INSTALLMENT 3	
\$209.00	Due By 28/02/2024
INSTALLMENT 4	
\$209.00	Due By 31/05/2024

***If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

LUMP SUM	
\$837.29	Due By 15/02/2024



Scan here to pay



Bill pay Code: 0350

Ref: 8478225

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
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Where to pay

www.whittlesea.vic.gov.au



Phone 1300 301 185



Bill Code: 5157

Ref: 0847822

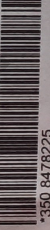
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BPAY View Registration no. 0847822



Ref: 8478225

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Council Offices
Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays)



*350 8478225



*350 8478225

INFORMATION

Your quarterly bill



Emailed to: sarson01@hotmail.com
MS M SARSON
FL 1 UNIT 107/82 EPPING RD
EPPING VIC 3076

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

Account number 26 7336 9162
Invoice number 2675 3436 17123
Issue date 7 Aug 2023
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$187.01

Due date
28 Aug 2023

Summary

FL 1 UNIT 107 82 EPPING RD, EPPING

Property Number 5059 691, LOT 81 PS 617864

Product/Service

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

Payment summary

Last Account	\$159.48
Paid/Adjusted	-\$159.48
Balance	\$0.00
Total this Account	+\$187.01
Total Balance	\$187.01



Important note

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



How to pay



*3042 267534361712 3



Direct Debit

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



Centrepay

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



EFT

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

Account name: Yarra Valley Water
BSB: 033-885
Account number: 267370518



Credit card

Online: yvwm.com.au/paying
Phone: 1300 362 332



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 2675 3436 17123



BPAY®

Bill code: 344366
Ref: 267 3369 1625

MS M SARSON

Account number 26 7336 9162

Invoice number 2675 3436 17123

Total due **\$187.01**

Due date **28 Aug 2023**

Amount paid \$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.33.

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

Your charges explained

→ Water supply system charge

1 July 2023 - 30 September 2023

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

→ Sewerage system charge

1 July 2023 - 30 September 2023

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

→ Other authority charges

Waterways and drainage charge

1 July 2023 - 30 September 2023

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



Parks charge

1 July 2023 - 30 September 2023

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

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay.

Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

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



Next meter reading:

Between 6-13 Nov 2023