

Contract of Sale of Land

Property:

211/1 Charlnet Drive, Vermont South VIC 3133

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

Tel: (03) 8790 5488

Fax: (03) 8794 9072

PO Box 32, Narre Warren VIC 3805

Ref: JG:20251187

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../2025

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: Timothy Betz

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Wantirna
Address: 207 Stud Road, Wantirna South VIC 3152
Email: james.diab@obrienrealestate.com.au
Tel: 8820 8338 Mob: 0416 109 833 Fax: Ref: James Diab

Vendor

Name: Timothy Betz
Address: 211/1 Charlnet Drive, Vermont South VIC 3133
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20251187

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12298 Folio 258	211AA	PS 810914J

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 211/1 Charlnet Drive, Vermont South VIC 3133

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature EXCLUDING Ikea Besta shelving units and brackets mounted on the wall in the living/dining area.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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



GC 23 – special condition

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



GC 28 – special condition

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

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

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We,of

andof

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

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

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

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

this day of 20.....

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

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

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

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

SECTION 32 **STATEMENT**

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

Vendor:	Timothy Betz
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Property:	211/1 Charlnet Drive, Vermont South VIC 3133
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VENDORS REPRESENTATIVE

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

Email: info@victorianstatewide.com.au

Ref: JG:20251187

32A FINANCIAL MATTERS

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

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

None to the vendors knowledge

Their total does not exceed \$8,000.00 per annum

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

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

Not Applicable

. Commercial and Industrial Property Tax

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

Yes ☐ No ☒

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

32B INSURANCE

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

Not Applicable

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

Not Applicable

32C LAND USE

- (a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Whitehorse City Council Planning Scheme

Responsible Authority: Whitehorse City Council

Zoning: RGZ - Residential Growth Zone - Schedule 1

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

DDO - Design And Development Overlay - Schedule 11

SLO - Significant Landscape Overlay - Schedule 9

32D NOTICES

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

32E BUILDING PERMITS

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

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 12298 Folio 258
2. Plan of Subdivision PS810914J
3. Owners Corporation search report

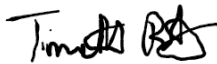
DATE OF THIS STATEMENT

09/07/2025

Name of the Vendor

Timothy Betz

Signature/s of the Vendor



x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

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

Terms contracts – S32A(d)

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

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

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

VOLUME 12298 FOLIO 258

Security no : 124125381444A

Produced 17/06/2025 09:01 AM

LAND DESCRIPTION

Lot 211AA on Plan of Subdivision 810914J.
PARENT TITLE Volume 12209 Folio 226
Created by instrument PS810914J/D2 22/04/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TIMOTHY BETZ of UNIT 211 1 CHARLNET DRIVE VERMONT SOUTH VIC 3133
AU311458V 06/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ046407W 11/04/2025
CREDIT UNION AUSTRALIA LTD

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

DIAGRAM LOCATION

SEE PS810914J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ046406Y (E)	DISCHARGE OF MORTGAGE	Registered	11/04/2025
AZ046407W (E)	MORTGAGE	Registered	11/04/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 1 CHARLNET DRIVE VERMONT SOUTH VIC 3133

ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N GREAT SOUTHERN BANK
Effective from 11/04/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS810914J

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS810914J
Number of Pages (excluding this cover sheet)	11
Document Assembled	17/06/2025 09:03

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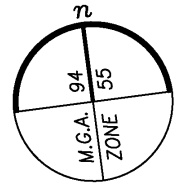
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PLAN OF SUBDIVISION		EDITION 3	PS 810914J
LOCATION OF LAND PARISH: NUNAWADING TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: 110 (PART) CROWN PORTION: ----- TITLE REFERENCE: VOL 9524 FOL 966, VOL 9524 FOL 967 & VOL 8942 FOL 104 LAST PLAN REFERENCE: LOTS 7 & 8 ON LP138508 AND LOT 9 ON LP94895 POSTAL ADDRESS: 464 BURWOOD HIGHWAY, (at time of subdivision) 1-3 CHARLNET DRIVE, VERMONT SOUTH, 3133 MGA 94 CO-ORDINATES: E 339 950 Zone: 55 (approx. centre of land in plan) N 5808 520		Council Name: Whitehorse City Council Council Reference Number: CRT/6919 Planning Permit Reference: WH/2018/436 SPEAR Reference Number: S122860T Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Ian Keith Romeril for Whitehorse City Council on 09/04/2019	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is/is not a staged subdivision Planning Permit No.	
NIL	NIL	DEPTH LIMITATION DOES NOT APPLY SURVEY This plan is/is not based on survey This survey has been connected to permanent marks no(s) 188, 348, 226 & 227 In Proclaimed Survey Area No. 21 BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS INTERIOR FACE: ALL BOUNDARIES COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE WALLS, FLOOR SLABS AND CEILINGS THAT DEFINE BOUNDARIES ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 1 UNLESS SHOWN OTHERWISE	
--- --- --- --- DENOTES STRUCTURE (NON BOUNDARY) T - TERRACE B - BALCONY P - PROJECTION OF UNDERSIDE OF CEILING CP No.1 - COMMON PROPERTY No. 1 LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES			
EASEMENT INFORMATION			
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.			
LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement			
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN
E-1	DRAINAGE & SEWERAGE	SEE DIAG	LP94895
		LAND BENEFITED/IN FAVOUR OF	
		LOTS ON LP94895	
16 Eastern Road South Melbourne Victoria 3205 PO Box 5075 Australia 03) 9699 1400 www.veris.com.au DEVELOP WITH CONFIDENCE™ Formerly Bosco Jonson		LICENSED SURVEYOR CHRISTOPHER POWELL DATE 22/02/19 REFERENCE 31753003 VERSION F DRAWING 3175300AF Digitally signed by: Chris Powell, Licensed Surveyor, Surveyor's Plan Version (F), 05/03/2019, SPEAR Ref: S122860T	
		ORIGINAL SHEET SIZE A3 SHEET 1 OF 10 SHEETS	
		PLAN REGISTERED TIME: 1:10pm DATE: 26/04/2019 C. Venn Assistant Registrar of Titles	

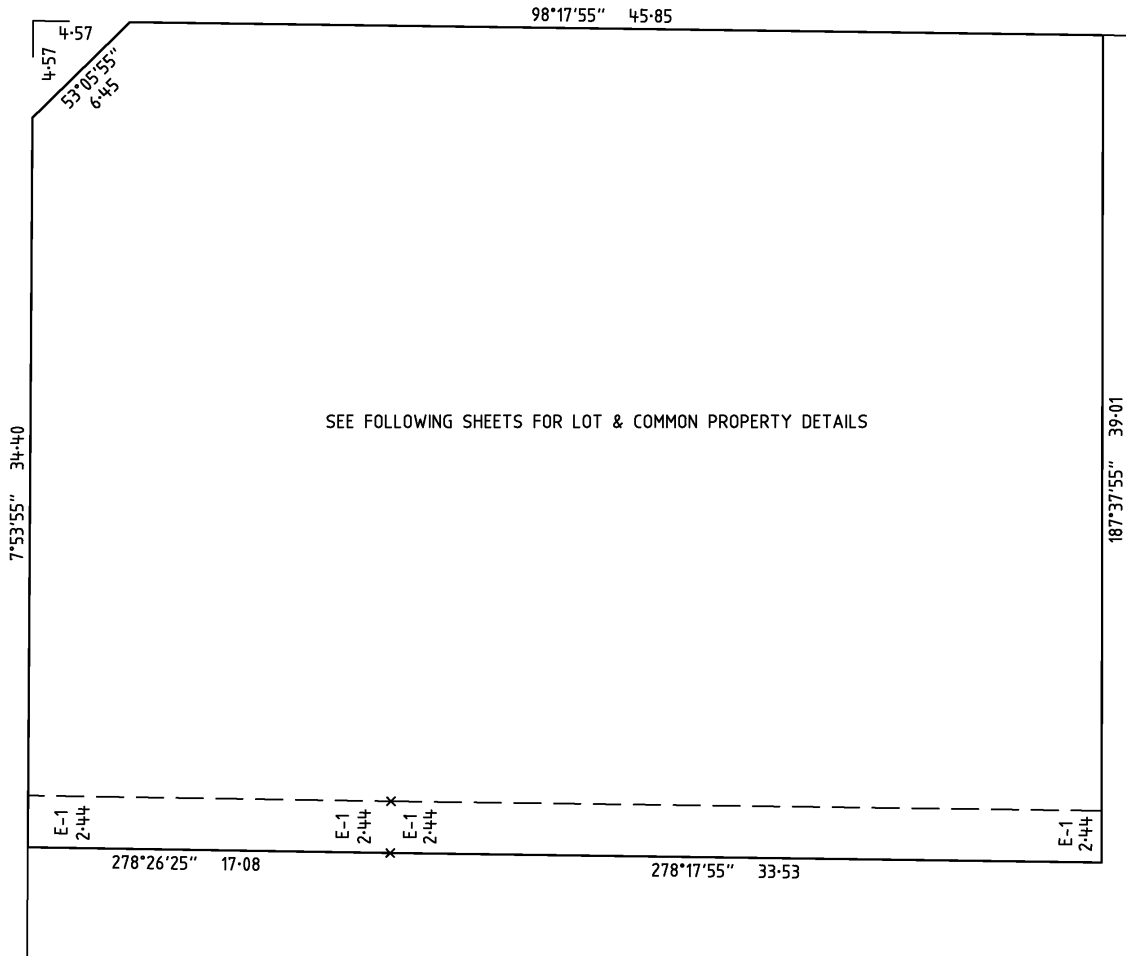
PLAN OF SUBDIVISION

PS 810914J



BURWOOD HIGHWAY ROAD

CHARLNET DRIVE



SEE FOLLOWING SHEETS FOR LOT & COMMON PROPERTY DETAILS

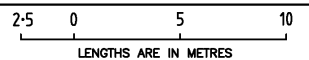
SITE DIAGRAM
DIAGRAM 1

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LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE
1:250



DATE 22/02/19
VERSION F

REFERENCE 31753003
DRAWING 3175300AF

ORIGINAL SHEET SIZE A3
SHEET 2

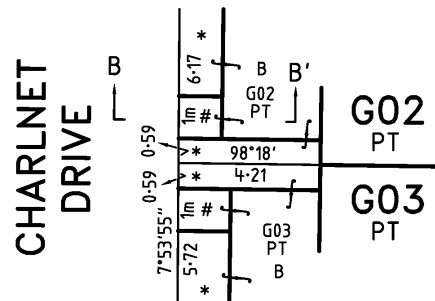
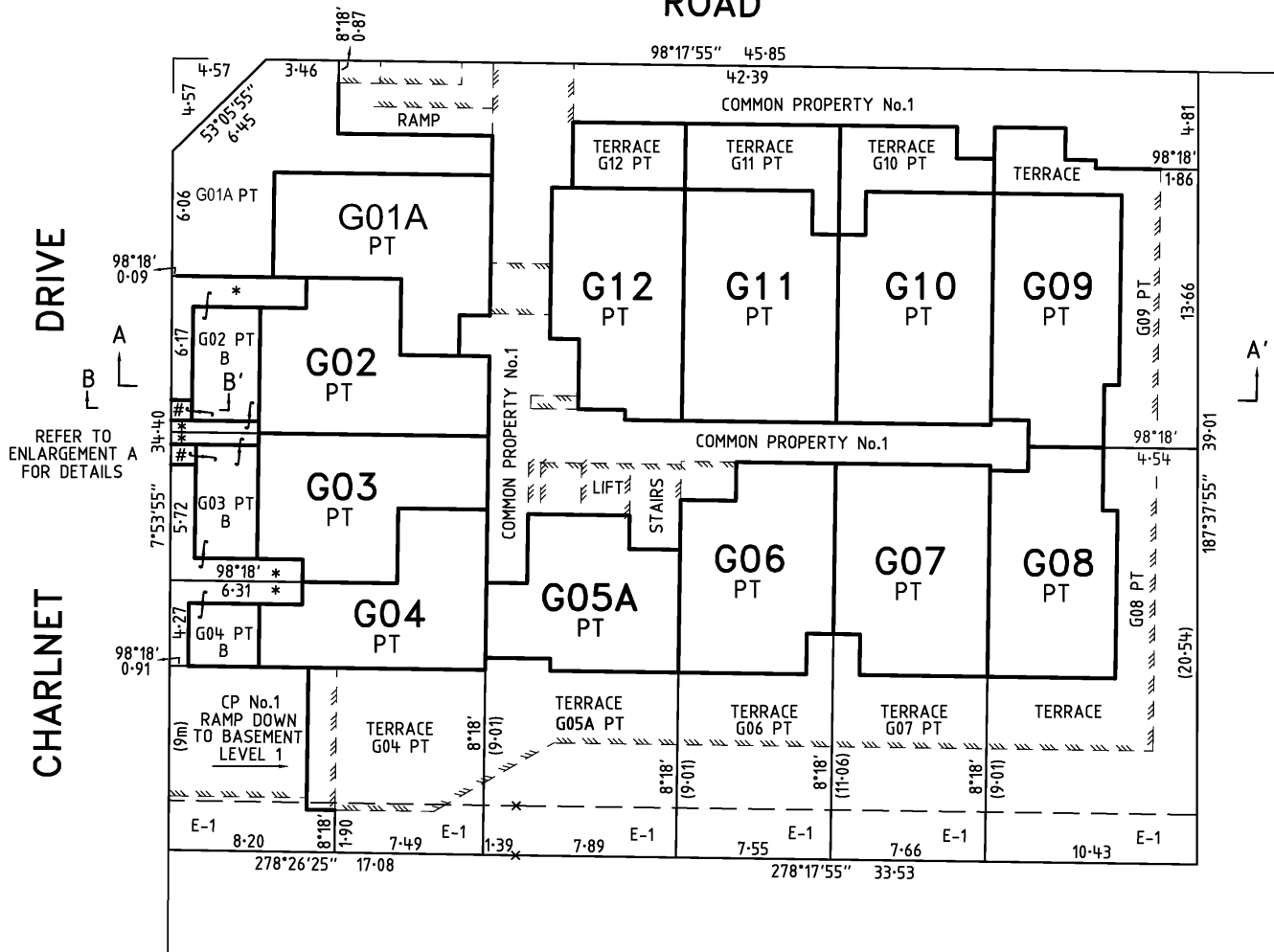
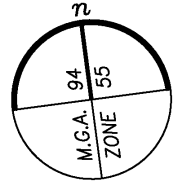
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Digitally signed by:
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09/04/2019,
SPEAR Ref: S122860T

PLAN OF SUBDIVISION

PS 810914J

BURWOOD HIGHWAY ROAD



ENLARGEMENT A
NOT TO SCALE

GROUND LEVEL
DIAGRAM 2

REFER TO SHEET 2 FOR EASEMENT DIMENSIONS

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SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

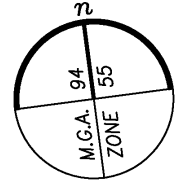
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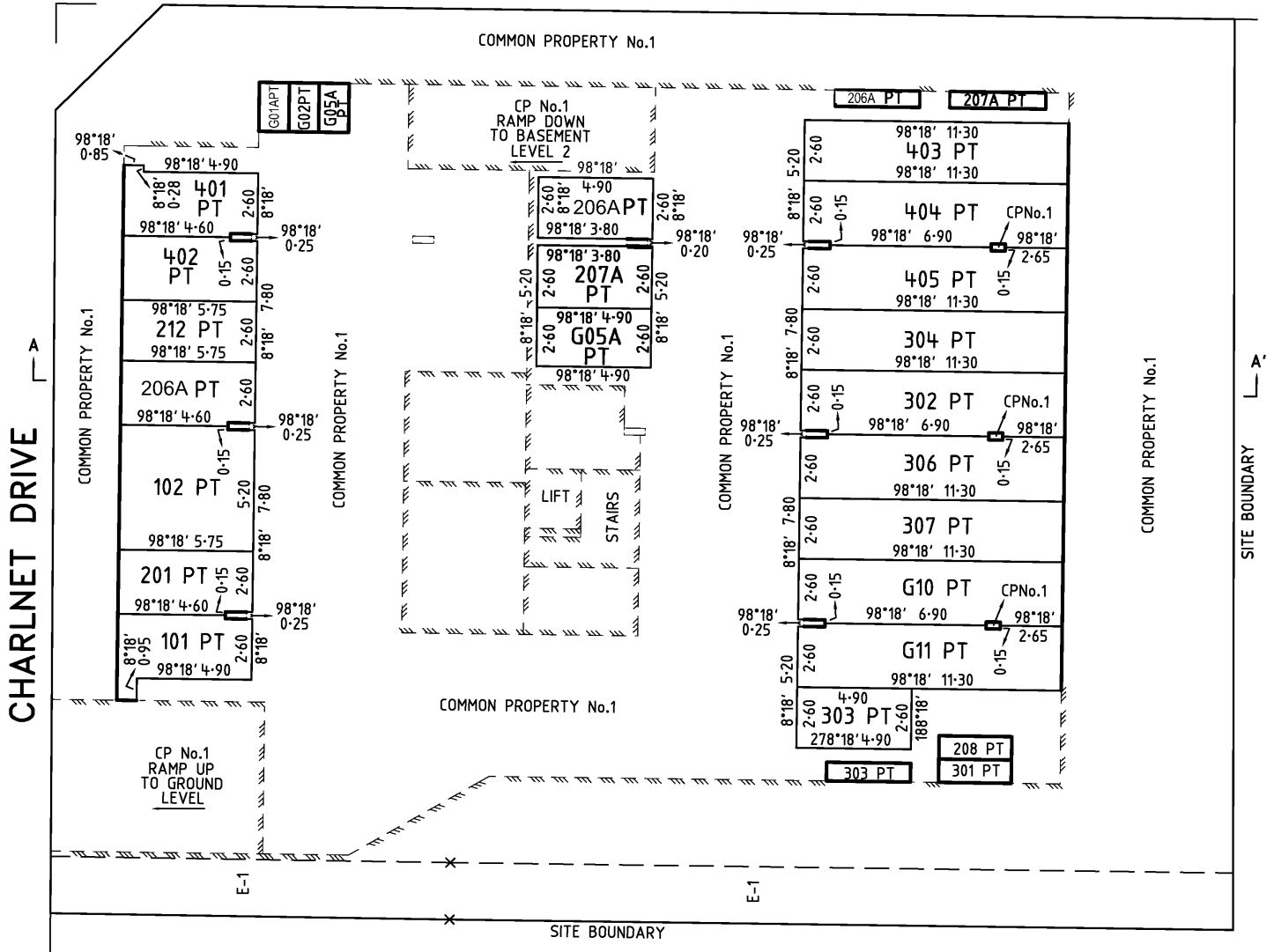
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PLAN OF SUBDIVISION

PS 810914J



BURWOOD HIGHWAY ROAD



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BASEMENT LEVEL 1
DIAGRAM 3

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SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 22/02/19
VERSION F

REFERENCE 31753003
DRAWING 3175300AF

ORIGINAL SHEET SIZE A3
SHEET 4

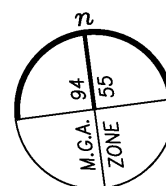
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05/03/2019, SPEAR Ref: S122860T

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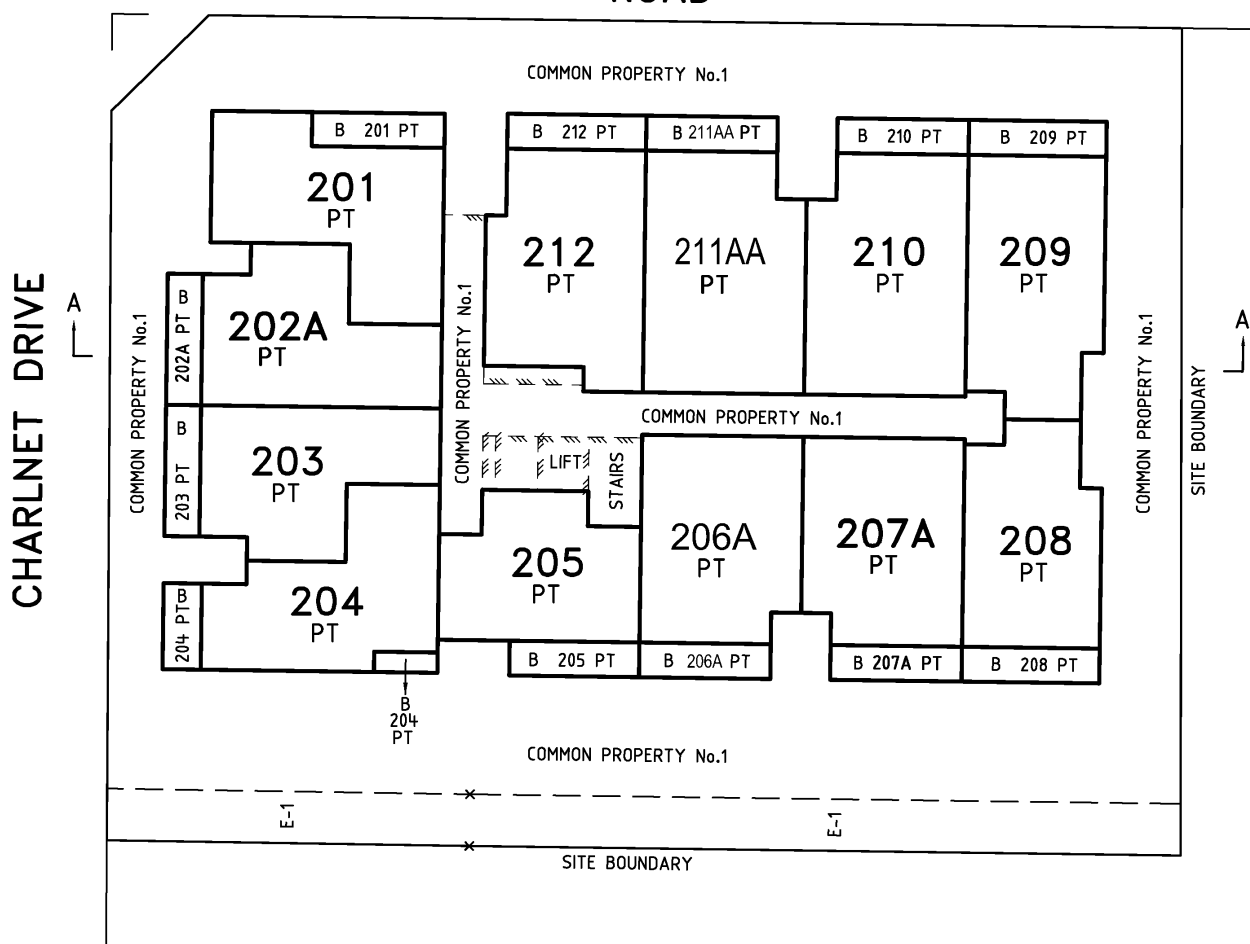
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PLAN OF SUBDIVISION

PS 810914J



BURWOOD HIGHWAY ROAD



REFER TO SHEET 2 FOR EASEMENT DIMENSIONS

LEVEL 2
DIAGRAM 6

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SCALE
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2.5 0 5 10
LENGTHS ARE IN METRES

DATE 22/02/19
VERSION F

REFERENCE 31753003
DRAWING 3175300AF

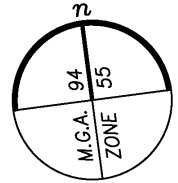
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SHEET 7

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05/03/2019, SPEAR Ref: S122860T

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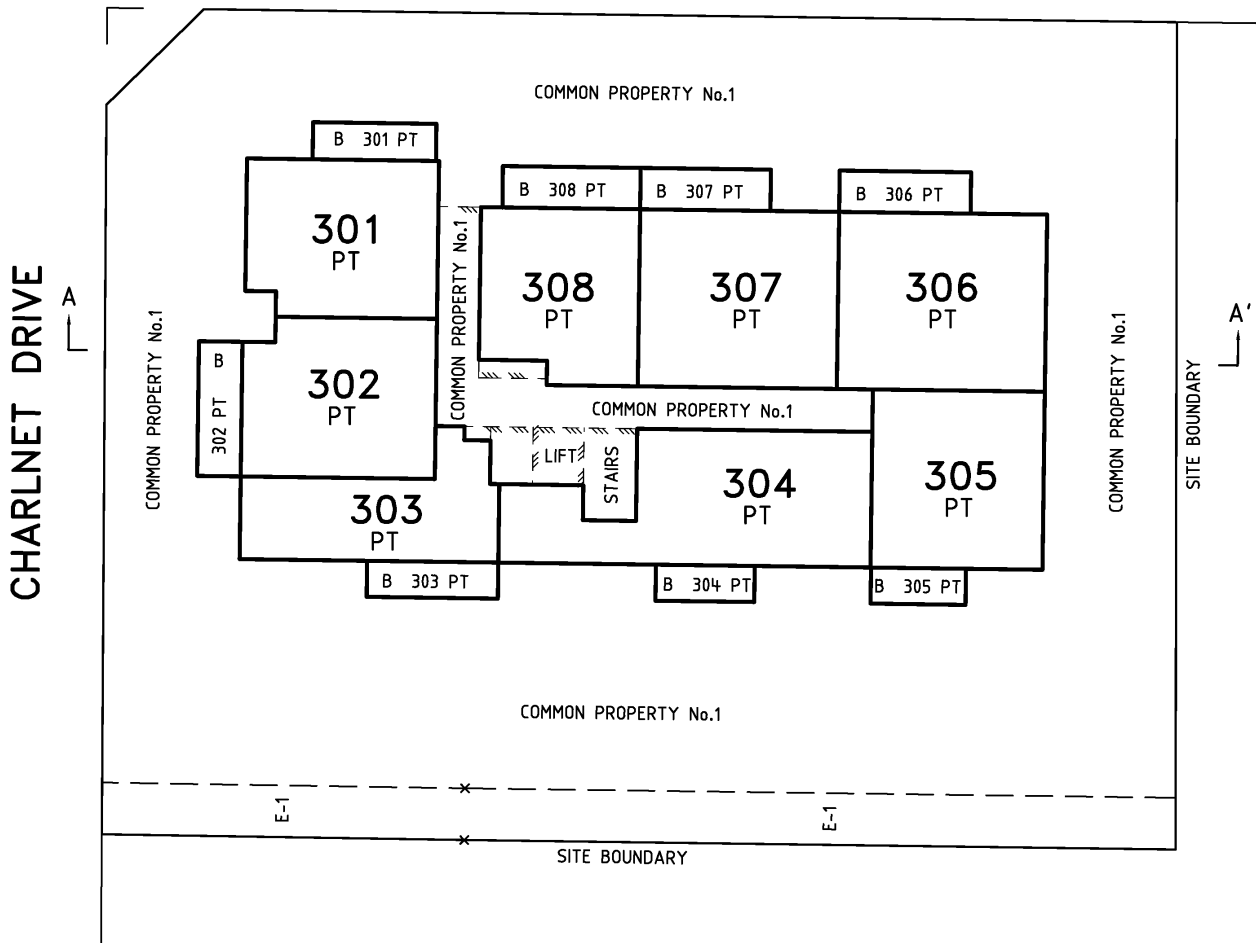
PLAN OF SUBDIVISION

PS 810914J



BURWOOD HIGHWAY

ROAD



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LEVEL 3
DIAGRAM 7

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SCALE
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2.5 0 5 10
LENGTHS ARE IN METRES

DATE 22/02/19
VERSION F

REFERENCE 31753003
DRAWING 3175300AF

ORIGINAL SHEET SIZE A3

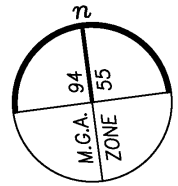
SHEET 8

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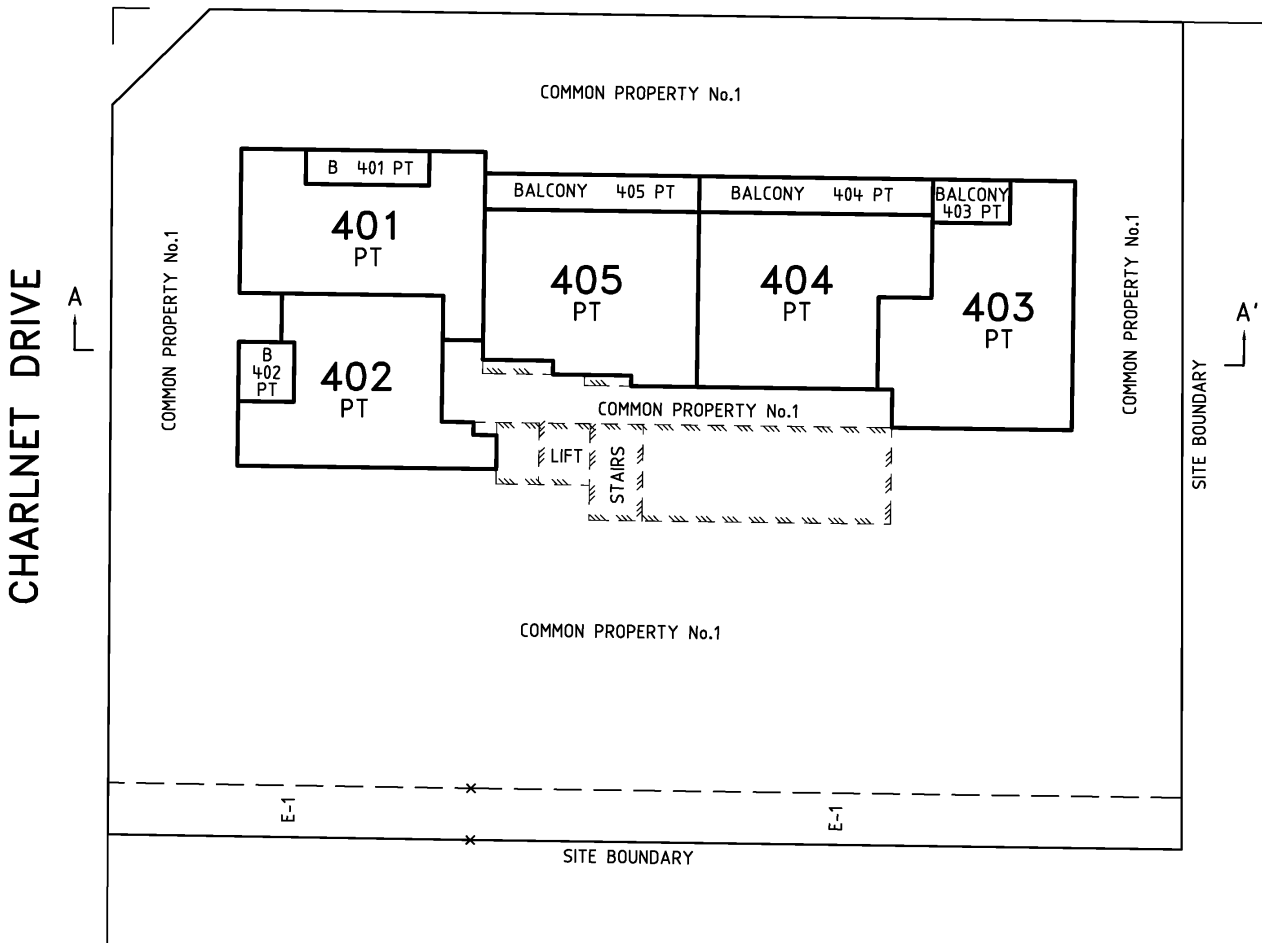
PLAN OF SUBDIVISION

PS 810914J



BURWOOD HIGHWAY

ROAD



REFER TO SHEET 2 FOR EASEMENT DIMENSIONS

LEVEL 4
DIAGRAM 8

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2.5 0 5 10
LENGTHS ARE IN METRES

DATE 22/02/19
VERSION F

REFERENCE 31753003
DRAWING 3175300AF

ORIGINAL SHEET SIZE A3

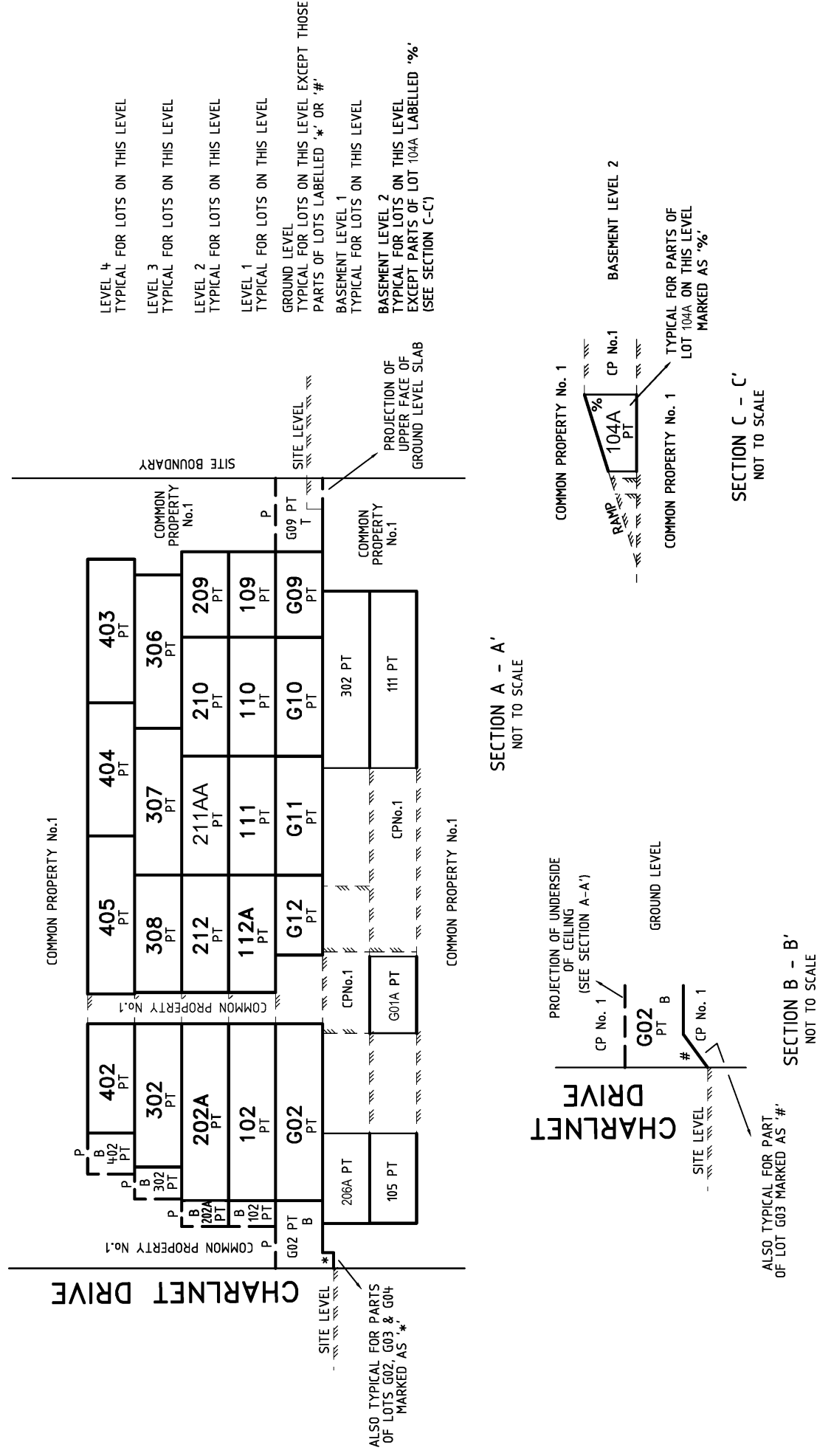
SHEET 9

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05/03/2019, SPEAR Ref: S122860T

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PLAN OF SUBDIVISION

PS 810914J



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LICENSED SURVEYOR	CHRISTOPHER POWELL
DATE	22/02/19
VERSION	F
REFERENCE	31753003
DRAWING	3175300AF

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09/04/2019,
SPEAR Ref: S122860T

SCALE NTS	ORIGINAL SHEET SIZE A3
	SHEET 10

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS810914J

The land in PS810914J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101, 102, 104A, 105, 106, 107A, 109 - 111, 112A, 201, 202A, 203 - 205, 206A, 207A, 208 - 210, 211AA, 212, 301 - 308, 401 - 405, G10, G11, G12, G02, G03, G04, G06, G07, G08, G09, G01A, G05A.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELBOURNE OWNERS CORPORATION SERVICES UNIT G07 12 CATO STREET HAWTHORN EAST VIC 3123

OC043408Y 26/04/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC043408Y 26/04/2019

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	59	59
Lot 102	102	102
Lot 104A	54	54
Lot 105	47	47
Lot 106	55	55



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/06/2025 09:03:53 AM

OWNERS CORPORATION 1
PLAN NO. PS810914J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107A	106	106
Lot 109	58	58
Lot 110	64	64
Lot 111	64	64
Lot 112A	61	61
Lot 201	59	59
Lot 202A	52	52
Lot 203	50	50
Lot 204	54	54
Lot 205	47	47
Lot 206A	55	55
Lot 207A	55	55
Lot 208	51	51
Lot 209	58	58
Lot 210	64	64
Lot 211AA	64	64
Lot 212	61	61
Lot 301	55	55
Lot 302	55	55
Lot 303	45	45
Lot 304	79	79
Lot 305	55	55
Lot 306	70	70
Lot 307	62	62
Lot 308	47	47
Lot 401	60	60
Lot 402	61	61
Lot 403	72	72
Lot 404	69	69



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/06/2025 09:03:53 AM

OWNERS CORPORATION 1
PLAN NO. PS810914J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405	66	66
Lot G10	66	66
Lot G11	66	66
Lot G12	54	54
Lot G02	52	52
Lot G03	50	50
Lot G04	52	52
Lot G06	58	58
Lot G07	61	61
Lot G08	56	56
Lot G09	60	60
Lot G01A	54	54
Lot G05A	52	52
Total	2817.00	2817.00

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

Statement End.



WHITEHORSE
CITY COUNCIL

Annual Valuation and Rate Notice Courtesy Reminder

Rates, Charges and Levies for period 1 July 2024 to 30 June 2025

Whitehorse City Council ABN: 39 549 568 822

Receive Your Rate Notice electronically visit
whitehorse.ezybill.com.au



028-3133 (16321)

Mr T Betz
211/1 Charlnet Drive
VERMONT SOUTH VIC 3133

Assessment Number: 10077499 1

Property Description

211/1 Charlnet Drive, VERMONT SOUTH VIC 3133

For ratepayers on a current payment plan with Council this reminder is for information purposes only.

If you are facing difficulties paying your rates please refer to Council's website at whitehorse.vic.gov.au/living-working/rates/your-rates or contact Council's Rates Department on 9262 6292.

If you are registered to pay by direct debit, the full amount will be deducted from your nominated account on 15 February 2025, please ensure you have sufficient funds in your account.

This notice does not replace the 2024/2025 Valuation and Rate Notice or any subsequent Supplementary Valuation and Rate Notice.

Payments made on or after 6 January 2025 may not be included on this notice.

2024/2025

Whitehorse City Council

Tax Invoice GST NOT APPLICABLE

Date of Issue 13 January 2025

379-399 Whitehorse Road

Nunawading 3131

customer.service@whitehorse.vic.gov.au

Telephone: 9262 6333

whitehorse.vic.gov.au

Customer Service Centres

Whitehorse Civic Centre

379-399 Whitehorse Road, Nunawading

Mon to Fri 9 am to 5 pm

Box Hill Town Hall

1022 Whitehorse Road, Box Hill

Mon Closed, Tue to Fri 9 am to 1 pm

Forest Hill

Level 2 (Shop 275),

Forest Hill Shopping Centre, Forest Hill.

Mon Closed, Tue to Fri 9 am to 1 pm

Payment Due
15 February 2025
\$1,037.40

For all other payment options
please scan QR code

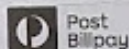
Pay in Person

Pay at Council Customer Service Centres. All payments accepted.



Council use only – Full payment

Post BILLPAY



Pay in person at any post office.
All payment methods accepted.
Council credit card fee does not apply.



*339 100774991

Page 1 of 2

Scan to pay flexibly

Pay in full or choose
flexible payment options
that suit you

Scan the QR code on your phone or visit pay.whitehorse.vic.gov.au to pay in full or choose from flexible weekly, fortnightly or monthly instalments.



New

- Helpful reminders
- Card or bank payments
- No extra fees.



Payble™



VISA



For payment options please see back page for details

17th June 2025

VICTORIAN STATEWIDE CONVEYANCING P/L.
Victorian Statewide Conveyancing

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	1 CHARLNET DRIVE VERMONT SOUTH 3133
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L. Victorian Statewide Conveyancing
Information Statement	30948424
Conveyancing Account Number	8998494776
Your Reference	20251187

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	211/1 CHARLNET DRIVE VERMONT SOUTH 3133
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	211/1 CHARLNET DRIVE VERMONT SOUTH 3133
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STATEMENT UNDER SECTION 158 WATER ACT 1989

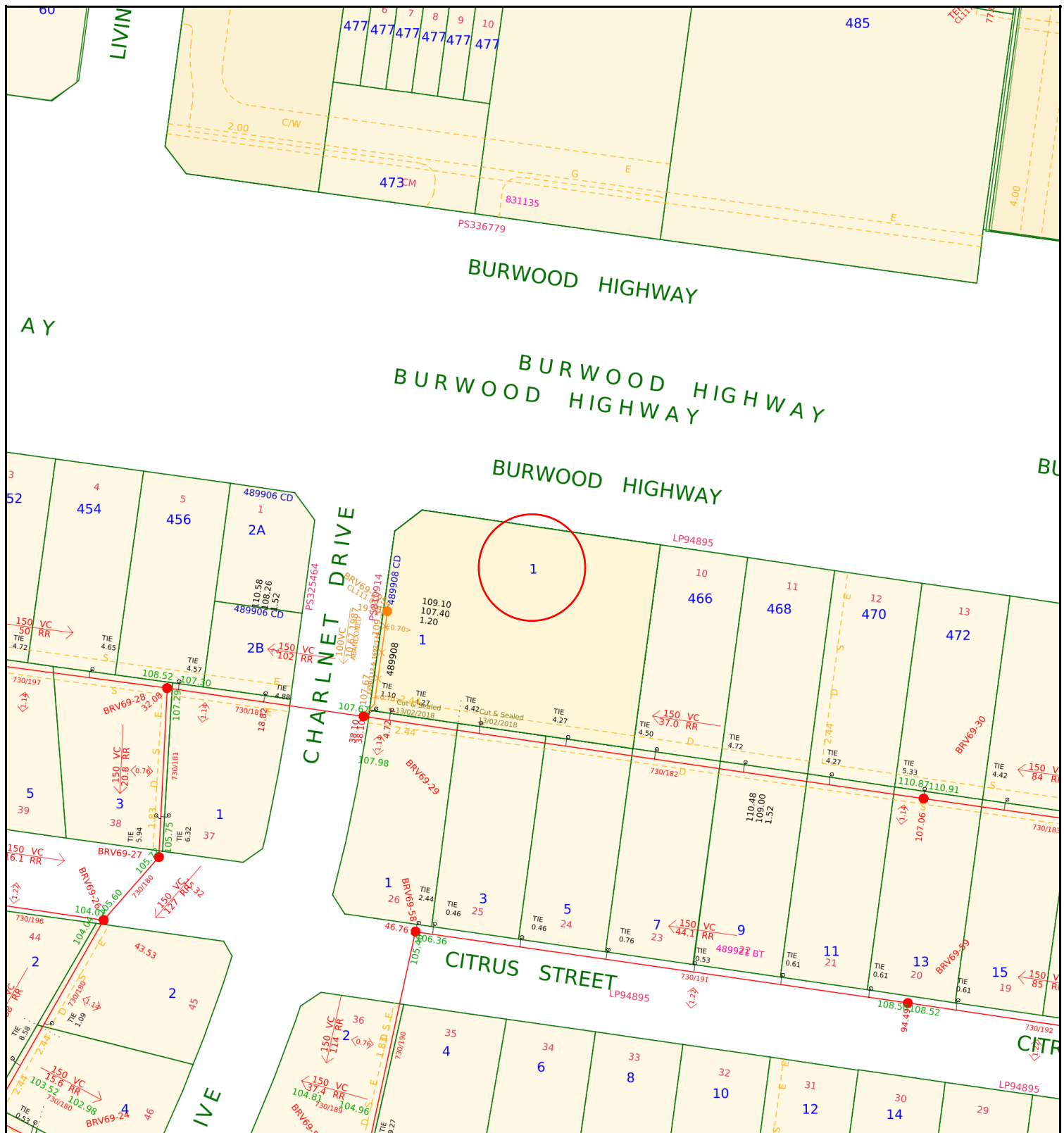
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30948424**

Address	1 CHARLNET DRIVE VERMONT SOUTH 3133	
Date	17/06/2025	
Scale	1:1000	



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

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

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

RATES CERTIFICATE

Account No: 0078090396
Rate Certificate No: 30948424

Date of Issue: 17/06/2025
Your Ref: 20251187

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 211/1 CHARLNET DR, VERMONT SOUTH VIC 3133	211AA/PS810914	5175064	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 20.000000kL x \$3.43420000 = \$68.68</i> Estimated Average Daily Usage \$0.72	17-01-2025 to 22-04-2025	\$68.68	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5175064

Address: UNIT 211/1 CHARLNET DR, VERMONT SOUTH VIC 3133

Water Information Statement Number: 30948424

HOW TO PAY



Bill Code: 314567
Ref: 00780903963

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation 1 on Plan of Subdivision No. 810914J 1 Charlnet Drive, VERMONT SOUTH, VIC 3133

This certificate is issued for: Owners Corporation 1 Plan No. PS810914J
Lot 211A/1 Charlnet Drive, Vermont South, VIC 3133

The postal address is: 211/1 Charlnet Drive, Vermont South, VIC 3133

Applicant for certificate: Victorian Statewide Conveyancing c/o Landata

Delivery address for certificate: Via email: Landata.online@servictoria.com.au

IMPORTANT:

The information in this certificate is issued on 26/06/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the above lot for the financial period 01/05/24 to 30/04/25 are **\$4,681.60** payable quarterly in advance.

DUE DATE	LEVY DESCRIPTION	ADMIN FUND	MAINT FUND	TOTAL DUE	STATUS
01/05/25	Quarterly Levy 01/05/25 to 31/07/25	\$959.20	\$211.20	\$1,170.40	Paid in full
01/08/25	Quarterly Levy 01/08/25 to 31/10/25	\$959.20	\$211.20	\$1,170.40	Unpaid
01/11/25	Quarterly Levy 01/11/25 to 31/01/26	\$959.20	\$211.20	\$1,170.40	Unpaid
01/02/26	Quarterly Levy 01/02/26 to 30/04/26	\$959.20	\$211.20	\$1,170.40	Unpaid

IMPORTANT NOTE:

Please note that the fees noted above are for financial period 01/05/24 to 30/04/25. The budget and levy contributions for the new financial period commencing 01/05/25 have not yet been resolved at an AGM. The quarterly levy noted above for period 01/05/25 to 30/04/26 may be adjusted depending on the new budget/fees approved at the next AGM.

- (b) **The date up to which the fees for the lot have been paid:**
31/07/25
- (c) **The total of any unpaid fees or charges for the lot is:**
Nil.
- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**
Nil.
- (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?**
The Owners Corporation has obtained a report from Remedial Waterproofing Consultants (RWC) identifying building defects. If the builder does not return to address these issues, the Owners Corporation may consider raising a Special Levy to fund the necessary repairs or to pursue the builder in VCAT.
- (f) **The Owners Corporation presently has the following insurance cover:**
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 26/06/2025 are:**
A copy of the Balance Sheet is attached to this Owners Corporation Certificate.
- (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?**
None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licences or agreements affecting the common property?**
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd be for a term of three (3) years effective 01/05/25.
 - Centralised Energy Services agreement with Origin Energy to manage the provision of hot water services and cooktop gas for Lot Owners or Occupiers of lots in accordance with the terms and conditions as set out in the Agreement.
 - Lease Agreement with United Energy Distribution Pty Limited (ABN 70 064 651 029) as tenant for use of part of the Land for the purpose of an electrical substation and for other purposes incidental to the receiving, distributing, transforming and supplying of electricity, for the term of thirty (30) years.

- Embedded Network Management Agreement with Origin Energy for the establishment and operation of an electrical embedded network at the property and provision of services to Lot Owners or Occupiers of lots by way of providing electricity supply to the lots in accordance with the terms and conditions as set out in the Embedded Network Management Agreement.
- (k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
 - Centralised Energy Services agreement with Origin Energy to manage the provision of hot water services and cooktop gas for Lot Owners or Occupiers of lots in accordance with the terms and conditions as set out in the Agreement.
 - Embedded Network Management Agreement with Origin Energy for the establishment and operation of an electrical embedded network at the property and provision of services to Lot Owners or Occupiers of lots by way of providing electricity supply to the lots in accordance with the terms and conditions as set out in the Embedded Network Management Agreement.
- (l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**

None known to the Manager as at the date of this certificate.
- (m) **Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**

None known to the Manager as at the date of this certificate.
- (n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)
PO Box 2228
HAWTHORN, VIC 3122
Phone: 03 9818 2488
Email: info@mocs.com.au
- (o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**

The Owners Corporation has not appointed and is not seeking a proposal for the appointment of an administrator.
- (p) **Documents required to be attached to the Owners Corporation Certificate are:**
 - A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
 - A copy of the Minutes of the Annual General Meeting;
 - A copy of the Certificate of Currency;
 - A copy of the Owners Corporation Balance Sheet;
 - A copy of the Special Rules of the Owners Corporation;
 - A copy of the Cancellation of Building Order;
 - A copy of letter from V-Leader regarding Cladding used for Applemont.

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. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 26/06/2025



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On behalf of Owners Corporation 1 on Plan of Subdivision No. 810914J
Lisa Loh
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228
HAWTHORN, VIC 3122

Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 10 (12/07)

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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Balance Sheet

As at 30/04/2025

PS810914J

Applemont, 1 Charlnet Drive, Vermont South VIC
 3133

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(3,106.39)
Owners Equity--Admin	27,936.30
	24,829.91
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	27,317.59
Owners Equity--Maintenance	69,260.05
	96,577.64
Net owners' funds	\$121,407.55
Represented by:	
Assets	
Administrative Fund	
Cash at bank--Admin	21,840.68
Sundry Debtor	127.27
Prepaid Expenses--Admin	26,754.33
Receivable--Levies--Admin	2,433.38
Receivable--Owners--Admin	990.00
	52,145.66
Maintenance Fund	
Cash at bank--Maintenance	20,593.22
Receivable--Levies--Maintenance	521.48
Macquarie TD - Maintenance Fund 1	80,927.12
	102,041.82
Unallocated Money	
Cash at bank--Unallocated	914.37
	914.37
Total assets	155,101.85
Less liabilities	
Administrative Fund	
Accrued Expenses--Admin	7,755.38
Creditor--GST--Admin	(3,894.11)
Creditors--Other--Admin	3,479.16
Prepaid Levies--Admin	19,975.32
	27,315.75
Maintenance Fund	
Creditor--GST--Maintenance	1,065.94
Prepaid Levies--Maintenance	4,398.24
	5,464.18
Unallocated Money	
Prepaid Levies--Unallocated	914.37

	Current period
	914.37
<i>Total liabilities</i>	33,694.30
Net assets	\$121,407.55



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000011016
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	29/03/2025 to 29/03/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 810914J
Situation	1 CHARLNET DRIVE VERMONT SOUTH VIC 3133

Policies Selected

Policy 1 – Insured Property

Building: \$26,952,198

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$4,042,829

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 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – 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 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

28/03/2025

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION NO. 1 ON PLAN NO. PS810914J

Applemont, 1 Charlnet Drive, Vermont South VIC 3133

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on: Date: Monday, 17th June 2024 Time: 5:30 PM Venue: Vermont South Neighbourhood House – Function Room 1 Karobran Drive, Vermont South
1. QUORUM:	Present: Lot G4 – Jeffrey Domingo Lot G10 – John & Mary Coyle Lot 101 – Theresa Wang Lot 102 – Cheryl Haining Lot 104A – Jackson Byrne Lot 106 – Julia Froggatt Lot 107A – Lucy Karak Lot 109 – Mayuran Chelvachandran Lot 110 – Simon Lai Lot 206A – Gregory Rose & Denise Kosovich Lot 207A – Roshana Wickramasuriya Lot 209 – Robert Krizmancic Lot 212 – Seyedehshabnam Sadegh Lot 302 – Robert Mott Lot 304 – Nicole Dowsing Lot 401 – Stephen Brown Lot 402 – Stephen Brown Lot 403 – Dragan Vasitch Proxies: Lot G11 – Mark Prunty in favour of Lina Grillo Lot 303 – Applemont 303 Pty Ltd in favour of Gregory Rose Lot 405 – Margaret Ritchie in favour of Lina Grillo In attendance: Lisa Loh – Senior Owners Corporation Manager – MOCS Cynthia Nheng – Assistant OC Manager – MOCS As there was no quorum, all resolutions made are deemed interim resolutions. Interim resolutions become resolutions of the Owners Corporation on the 29th day following the meeting, subject to no Special General Meeting being convened within the 28 day period.

2. CHAIRPERSON:

It was Resolved:
To appoint Lisa Loh to chair the meeting.

3. MINUTES:

It was Resolved:

That the minutes of the previous Annual General Meeting held on 20/06/2023 as attached to the Notice of Meeting be accepted.

4. INSURANCE:

It was Resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.
- c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

It was noted that:

- The insurance policy is based on the valuation dated 21/09/2023. Copy of valuation attached to Notice of Meeting.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is

payable by the party who benefits from the claim.

5. REPORTS:

It was Resolved:

To accept the following reports:

- a) Manager's Report

6. FINANCIAL REPORTS:

It was Resolved:

That the financial statements for the period 01/05/2023 to 30/04/2024 as attached to the Notice of Meeting be accepted.

7. BUDGET & CONTRIBUTIONS:

It was Resolved:

- a) That the proposed Administration Fund Budget for the period 01/05/2024 to 30/04/2025, as attached to the Notice of Meeting be accepted.
- b) That the Administration Fund contribution be set at \$153,526.50 plus GST per annum to commence on 01/05/2024.
- c) That the proposed Maintenance Fund Budget for the period 01/05/2024 to 30/04/2025 as attached be tabled and adopted.
- d) That the Maintenance Fund contribution be set at \$33,804.00 plus GST per annum to commence on the 01/05/2024.
- e) That the Administration Fund & Maintenance Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st May, 1st August, 1st November and 1st February of each year.
- f) That an adjustment levy totaling \$3,521.25 plus GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative & Maintenance Fund levy contributions for the period 01/05/2024 to 31/10/2024. The adjustment levy is due and payable on 01/11/2024.
- g) That Owners Corporation No.1 on Plan No. 810914J be registered for GST in 2024. The GST Act requires an Owners Corporation to be registered for GST if its turnover (Administration Fund + Maintenance Fund) exceeds the \$150,000.00 registration threshold for non-profit bodies.

8. ARREARS & PENALTY INTEREST:

It was Resolved:

- a) That Owners Corporation 1 on Plan No. PS810914J continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 1 on Plan No. PS810914J authorises Melbourne Owners Corporation Services Pty Ltd to arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1 on Plan No. PS810914J delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

It was noted that:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

9. APPOINTMENT OF COMMITTEE:

It was Resolved:

- a) That the maximum number of Committee members be set at no more than 7.
- b) That the following persons (TBC) be elected to the Committee for Owners Corporation 1 on Plan No. PS810914J.
 1. Daniel Barnes (G03)
 2. Jeffrey Domingo (G04)

3. Roshana Wickramasuriya (207)
4. Robert Mott (302)
5. Gregory Rose (303)
6. Stephen Brown (402)
7. Matthew Joyce (404)

- c) That the Chairperson of Owners Corporation 1 on Plan No. PS810914J be elected at the first committee meeting
- d) That the Secretary of Owners Corporation 1 on Plan No. PS810914J be elected at the first committee meeting
- e) That at least three members of the Committee be members of the Grievance Committee as needed.

10. INSTRUMENT OF DELEGATION:

It was Resolved:

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.
- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

11. ESSENTIAL SAFETY:

It was noted that each member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

12. GENERAL BUSINESS:

a) Smoking on common property

Members have reported incidents of residents smoking on common property, specifically in the B2 carpark. According to Victoria's Tobacco Act 1987, smoking and the use of e-cigarettes (vaping) are prohibited in all enclosed places and areas where members gather, including common areas.

It was resolved that the manager to send a circular notice to all residents regarding the prohibition of smoking on common property. Additionally, it was decided to purchase and install "No Smoking"

signs on common property.

13. CLOSE OF MEETING: There being no further business, the meeting closed at 6:23pm.

CONSOLIDATED RULES FOR OWNERS CORPORATION

PS 810914J – “APPLEMONT”

1-3 CHARLNET DRIVE VERMONT SOUTH

NOTES

These rules are made by Owners Corporation of Plan No. PS 810914J for APPLEMONTE.

The *Owner Corporations Regulations 2007* (Vic) provide for the powers of the Owners Corporation, the general duties of Members, meetings and administration of the Owners Corporation, insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations and where there is any inconsistency between these rules and the standard rules as set out in the schedule to the Regulations, these rules prevail.

DEFINITIONS

In these rules:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Owners Corporation" means Owners Corporation 1 on the Plan;

"Building" means the building and improvements on the Land, inclusive where applicable of the Common Properties;

"Building Facilities" means the facilities located on the Common Property from time to time;

"Common Property" means the Common Property shown as Common Property 1 on the Plan;

"Developer" means The Charlnet Pty Ltd ATF The Charlnet Unit Trust ABN: 41 627 518 835

"Facade" means the exterior walls of the Building (which, for the avoidance of doubt, includes any glass walls or windows);

"Governmental Agency" means any government or any governmental, semi- governmental, administrative, fiscal or Judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Act;

"Land" means all the land in the Plan;

"Lot" means a Lot shown on the Plan being the Lots affected by the Owners Corporation;

"Manager" means the manager appointed from time to time by the owners Corporation pursuant to Section 119 of the Act and/or a building manager appointed from time to time by the Owners Corporation as notified from time to time to the Members;

"Member" means a Member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors and the like of such Member;

"Rules" means these rules including the Model Rules any Additional Rules contained in Part B.

"APPLEMONT" means the land affected by the Owners Corporation being all of the Lots and the Common Property including the Building;

"Plan" means Plan of Subdivision No. PS 810914J

"Spaces" means the car parking and storage spaces located on the Plan;

"Special Resolution" has the same meaning as in the Act; and

"Window Coverings" means any window coverings to any windows or glassed area of a Lot.

PART A MODEL RULES

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.

2 Management and Administration

2.2 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.

3 Use of Common Property

3.1 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 his or her 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.

3.2 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:

- (1) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
- (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
- (3) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

3.3 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.

4 Lots

4.1 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 Behaviour of Persons

5.1 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.

5.2 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.

6 Dispute Resolution

- 6.1 The grievance procedure set out in this rule applies to disputes involving a Lot Owner, manager, or an Occupier or the Owners Corporation.
- 6.2 The party making the complaint must prepare a written statement in the approved form.
- 6.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 6.4 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.
- 6.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 6.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 6.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 6.8 This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

PART B

ADDITIONAL RULES – RESIDENTIAL LOTS

1. OWNERS CORPORATION'S DISCRETION

Where these Rules refer to the Owners Corporation and/or Manager providing consent, such consent may be provided or withheld in the absolute discretion of the Owners Corporation and/or Manager.

2. USE OF LOTS

- 2.1. A Member must not and must ensure that an Occupier of a Member's Lot, must not:
- (a) use or permit the Lot to be used for any purpose which may be:
 - (i) illegal or not permitted under the applicable planning scheme;
 - (ii) damaging to the reputation of APPLEMONT; or
 - (iii) may cause a nuisance or hazard to any other Member or Occupier of any Lot or their invitees;
 - (b) dispose or permit disposal of cigarette butts, cigarette ash or any other materials from any Lot;
 - (c) make or permit to be made any noise on that Member's Lot which may be heard outside that Member's Lot between the hours of midnight and 8.00 am; and
 - (d) do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the owners Corporation.

3. USE OF APPLEMONT

- 3.1. A Member must not and must ensure that an Occupier of a Member's Lot must not:
- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably Interfere with or prevent its use by any other Member or any Occupier of any Lot or the invitees of any such Member or Occupier;
 - (b) make or permit to be made any undue noise, odours or vibrations in or about the Common Property;
 - (c) smoke or consume alcohol on the Common Property including, without limitation, in the stairwells, lifts, foyers, carpark lobbies, loading docks and areas set aside for plant and storage;
 - (d) permit any child under the control of any such Member or any Occupier of any such Member to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;
 - (e) dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over the Common Property or any balconies, terraces or windows;
 - (f) use nor permit persons under his or her control to use on the Common Property, skateboards, roller skates, roller blades, bicycles, tricycles, motor scooters, scooters or the like;
 - (g) do or allow to be done anything on the Common Property which causes a nuisance to, or Interferes with, the use or quiet enjoyment of the Common Property by a Member or any Occupier of a Member's Lot;

- (h) obstruct any halls, passage ways, stairways or lifts of the Common Property;
- (i) hold or allow to be held any public auction on or near the Common Property;
- (j) park or leave a vehicle:
 - (i) on the Common Property so as to obstruct any driveway or entrance to a Lot; or
 - (ii) within those areas of the Common Property, If any, allocated for visitors parking; or
 - (iii) in any place other than a parking area specified for such purpose by the Owners Corporation,

and in circumstances of a breach, the Owners Corporation has the right to remove offending vehicles with no prior notice, should it be deemed an emergency, from Common Property only and re-coup all associated costs from the offending Member. The Owners Corporation shall not be responsible for:

 - (iv) any damage sustained by the driver's vehicle while upon or entering or leaving the car park;
 - (v) the theft of any vehicle parked in the car park; or
 - (vi) the theft of any contents from a vehicle parked in the car park; and

the driver's vehicle whether parked or mobile in the car park shall be at the sole risk of the driver.
- (k) permit a visitor to his or her Lot to use those Spaces allocated for visitors parking (if any) for more than 12 hours Without special permission from the Owners Corporation or the Manager;
- (l) permit or store any items or materials other than a registered motor vehicle on any parking area;
- (m) do or permit anything which might cause structural damage to APPLEMONTE including, without limitation, bringing any heavy article onto APPLEMONTE without the prior written consent of the Owners Corporation;
- (n) do anything to damage or deface or interfere with the Common Property or interfere with the day to day operations, in respect of the Common Property, by either the Owners Corporation or Manager;
- (o) interfere with any property (personal or otherwise) vested in the Owners Corporation;
- (p) interfere with the operation of any equipment installed in the Common Property;
- (q) use or permit to be used the Common Property other than in accordance with the directions of the Manager, and in the absence of any such directions, in accordance with the directions of the Owners Corporation;
- (r) use or permit to be used the Building other than in accordance with the directions of the Manager and, in the absence of any such directions, in accordance with the directions of the Owners Corporation;
- (s) comply with all directions of the Manager or Owners Corporation

promptly and at all times and comply with the rules of use of the Building and Building Facilities as set by the Manager or Owners Corporation from time to time;

- (t) install or permit to be installed any safe on the Lot, unless the Member or Occupier of the Lot obtains the prior written consent of the Manager, which costs (including costs of any consultant's reports or other costs, incurred in relation to the consideration of the request) must be paid for by the Member;
- (u) open, close or adjust any opening of any louvre window(s) located on Common Property;
- (v) use a condenser clothes dryer on the Lot;
- (w) conduct a business out of or use any Lot for the conduct of a business without the prior written consent of the Owners Corporation;
- (x) not use any lot as a serviced apartment or short stay accommodation; or
- (y) install fly screens without prior written approval from the Owners Corporation.

4. MOVING IN- MOVING OUT

- 4.1. Each Member or Occupier of a Lot must, not less than 3 working days prior to the intended date for moving into or moving out of their Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move. Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot.
- 4.2. All moves in and out of the building will only be permitted between the hours of 8:00 am and 4:00 pm Monday to Friday, with no moves permitted to be made on weekends. All Members will have to complete an indemnity form prior to and after the move. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation and/or Manager.
- 4.3. Members or Occupiers of a Lot must not move any article likely to cause damage or obstruction through the Common Property without first giving the Manager sufficient written notice to enable the Manager to arrange for a representative of the Manager to be present at the time of moving if it is considered necessary.
- 4.4. All moves can be made via the building basement or parked off street and through the front entry of the building. Building access via basement level is by lift. Maximum height clearance of the car park is 2,000mm.
- 4.5. All boxes, cartons and containers used in the move in or move out must be removed and taken away by the relevant Member or Occupier moving in or out, and not be left anywhere in or about the Building, including the garbage area facilities of the Building,
- 4.6. Members or Occupiers of a Lot must comply with all rules and directions made by the Manager or Owners Corporation from time to time, regarding moving in or moving out of a Lot.
- 4.7. A Member or Occupier of a Lot shall pay the fee set by the Owners Corporation from time to time, for the attendance of the Manager or other personnel on behalf of the Owners Corporation for putting the lift blanket and to inspect the Common Property through which such article is to be moved to establish its state of repair.
- 4.8. A Member or Occupier moving in or out of the Building is liable to the Owners Corporation for any damage caused to the Building or Common Property or any other Lot. If any amount to be paid by the Member or Occupier moving in or out is not paid within 14 days of the date of moving, then the Owners Corporation may recover that amount from the Member or Occupier.

5. DAMAGE TO COMMON PROPERTY

Upon becoming aware of any breakage, damage or defect in the services related to the Common Property or the Building Facilities, a Member or Occupier of a Member's Lot must promptly notify the Manager.

6. SECURITY

- 6.1. Each Member or Occupier of a Member's Lot, must comply with the reasonable requirements of the Manager regarding the security of the Common Property.
- 6.2. The Owners Corporation must take all reasonable steps to ensure the security of APPELMONT from intruders and to preserve the safety of APPELMONT from fire or other hazards and if it considers it necessary or desirable it may, without limitation:
 - (a) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) permit, to the exclusion of Members, any part of the Common Property to be used by any security person as a means of monitoring the security of APPELMONT;
 - (c) install security cameras and other security devices in the Common Property; and
 - (d) restrict access of Members of Lots of one level of APPELMONT to any other level of APPELMONT.
- 6.3. Notwithstanding Additional Rule 6.2, the Owners Corporation cannot take steps to prevent an owner of a Lot from accessing their Lot.
- 6.4. The Owners Corporation may make rules and regulations to ensure the security of APPELMONT from intruders.
- 6.5. If the Owners Corporation restricts the access of Members under these Rules the Owners Corporation must make available to each Member free of charge the number of keys, security keys, access cards or other similar items ("**Security Key**") which the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member.
- 6.6. A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot Including without limitation, entering into an appropriate agreement under any lease or licence agreement of the Lot to ensure return of this Security Key to the Member or the Manager upon expiry of the Occupier's lease or licence.
- 6.7. A Member in possession of a Security Key:
 - (a) must not duplicate or permit the Security key to be duplicated; and
 - (b) must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.
- 6.8. A Member must promptly notify the Manager if a Security Key is lost or destroyed.

7. NOTIFICATION

Each Member must provide to the Manager, upon request, an out of normal business hours contact address and telephone number for each occupant of the Member's Lot or any part of it and must promptly advise the Manager of any change in such address or telephone number.

8. OWNERS CORPORATION FEES

- 8.1. The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to his or her Lot liability or as otherwise directed by the Owners Corporation or the Manager.
- 8.2. Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- 8.3. If any fees remain outstanding after the date specified in Additional Rules 8.1 and 8.2 the Owners Corporation may charge interest on such fees at a rate of interest that must not exceed the maximum rate of interest payable under the *Penalty Interest Rates Act 1983* as per the Act or any amendment or replacement of it.
- 8.4. The Owners Corporation will and is entitled to re-coup all legal costs and all special fees/charges/levies and associated costs or expends in the recovery of any outstanding fees and any other costs incurred as a result of a breach of the Rules by a Member.

9. COMPLIANCE WITH LAWS

- 9.1. A Member must at the Member's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.

10. RIGHT OF WAY

- 10.1. Members or and Occupiers of a Lot agree and acknowledge that:
 - (a) without limiting the rights of the Owners Corporation under section 12(2) of the *Subdivision Act 1988*, they agree to grant an easement of way ("**Easement**") over the Lots for the purpose of the Owners Corporation gaining access to the plant and service areas and any service pipes or ducts located in the Lots which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Members and Occupiers of Lots;
 - (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purposes of gaining access to the plant and service areas and any service pipes or ducts located in the Lots without interruption and disruption; and
 - (c) they must not unreasonably interfere with or prevent the use of the Easement.

11. APPEARANCE OF LOT

- 11.1. A Member or Occupier of a Lot must not:
 - (a) without prior written consent of the Owners Corporation:
 - (i) alter the exterior walls, glass walls or windows of the Lot;
 - (ii) keep inside the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the Building;
 - (iii) install or permit to be installed bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot;

- (iv) install or permit to be installed in any part of a Lot any bars, screens, enclosures or grilles not in keeping with the rest of the Building;
 - (v) allow any part of the Lot, including any balcony, car park or storage area to become unkept, unsightly, untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building, nor place or have any washing, towel, bedding, clothing or other article so as to be visible from the Common Property or outside the Building;
 - (b) operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building;
 - (c) attach to or hang from the exterior of the Lot any aerial or any security device or wires;
 - (d) install or operate or permit to be installed or operated any intruder alarm which emits an audible signal;
 - (e) allow any glazed, tinted or treated portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention or effect of changing the visual characteristics of the glazing and must maintain any glaze, tint or treatment to the Lot;
 - (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building; or
 - (g) allow any glass walls or windows (louvres or otherwise) to be dirty or unclean which is visible from outside the Lot.
- 11.2. A Member or Occupier of a Lot must not allow the leakage of any oil, petrol or other substances from any car or motor vehicle or any item on or from the Lot or on or from the Common Property and, if such leakage occurs, must promptly clean and make good any mess or damage on the Lot or the Common Property.
- 11.3. If the Member or Occupier fails to promptly comply with Additional Rule 11.2, the Manager or Owners Corporation may:
- (a) give the responsible Member not less than 14 days prior written notice requiring the member to rectify the breach, failure upon which the Manager or Owners Corporation may take steps to rectify the breach and recover the cost of doing so from the Member; or
 - (b) if the extent or location of the leakage is, in the reasonable opinion of the Owners Corporation, a cause of danger to persons or property take steps to rectify the breach and recover the cost of doing so from the Member without the need to provide any notice.

12. FIRE CONTROL

- 12.1. A Member must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 12.2. The Owners Corporation or a Member appointed by the Owners Corporation must, in respect of APPLEMONTE or the Lot, as appropriate:
- (a) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for APPLEMONTE or the Lot;
 - (b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from APPLEMONTE or the Lot to the satisfaction of all relevant Governmental Agency;
 - (c) take all reasonable steps to ensure compliance with fire laws In respect of APPLEMONTE or the Lot; and

- (d) not interfere or activate any fire protection services in the Common Property or Building including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency, The Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the Member or Occupier for breach of this Rule.
- 12.3. A Member must not store on the Lot, any flammable chemical, liquid, gas or other material other than a domestic gas bottle suitable for barbecues, provided that the gas bottle is no larger than a 9 kg bottle filled with 8.5 kg of gas by weight and there is no more than one such gas bottle on the Lot at any time or as otherwise directed by the Manager or Owners Corporation from time to time.

13. AIR-CONDITIONING AND HEATING

- 13.1. A Member or Occupier of a Lot must not install, maintain and operate an air-conditioning or heating unit to service the Lot ("**Air-Conditioner**") which is of a type or brand which has not been approved by the Owners Corporation in writing prior to installation.
- 13.2. All requests under Additional Rule 13.1 must be put in writing to the Owners Corporation and approval, if any, will be subject to any reasonable terms and conditions set by the Owners Corporation including the following:
- (a) the Air-Conditioner may not, when operated, damage or affects the operation of the Common Property;
 - (b) the Air-Conditioner may not be visible from outside a Lot unless the Owners Corporation provides its consent; and
 - (c) the Air-Conditioner may not emit noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.

14. PLANTS

- 14.1. A Member who has plants on its Lot whether on a balcony, terrace or otherwise must
- (a) ensure that the plants are properly maintained and securely fixed or tethered; and
 - (b) refrain from watering the plants and the soil in such pots in such a way that water may escape onto the Lot, Common Property or other Lots.
- 14.2. A Member must ensure that an Occupier for Apartment where communal landscaping is allocated to private lots will at reasonable times and on reasonable prior written notice allow the Owners Corporation and the Manager and their employees and contractors access through its Lot to the maintain of any garden areas located on the land provide such access as necessary to maintain the garden bed on all boundaries.

15. COMPLIANCE WITH RULES AND RULES OF USE

- 15.1. A Member must comply with the Rules and use best endeavours to ensure that any Occupier of that Member's Lot, complies with the Rules.
- 15.2. A Member must comply with all directions and rules of use set by the Manager or the Owners Corporation from time to time and use best endeavours to ensure that any Occupier of that Member's Lot, complies with all such directions and rules of use. A breach of any directions or rules of use will constitute a breach of these rules.
- 15.3. A Member uses the Common Property at their own risk.
- 15.4. The Member must pay, within 14 days of notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:

- (a) remedying any breach of the Rules; and
- (b) any damage caused by any breach of the Rules, by the Member or an Occupier of the Member's Lot, licensee, invitee or contractor of the Member.

16. PETS AND ANIMALS

- 16.1. A Member or Occupier of a Lot must not keep any domestic animal or pet on a Lot unless the Manager, in its absolute discretion, gives permission in writing on such terms as the Manager may impose and such permission may be revoked by the Manager at any time without assigning any reason.
- 16.2. All requests pursuant to Additional Rule 16.1 are required to be put in writing to the Owners Corporation.
- 16.3. The Member or Occupier acknowledge that in Victoria, legislation requires that all dogs and cats must be microchipped and registered with their local council.
- 16.4. A Member or Occupier of a Lot must ensure that any animal belonging to the Member or Occupier does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal, including without limitation, footprints.
- 16.5. A Member or Occupier of a Lot must ensure that any animal belonging to the Member or Occupier must be kept on a lead or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary.
- 16.6. Take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).
- 16.7. A Member must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 14 days of receiving the respective invoice.

17. GARBAGE

- 17.1. A Member or the occupier of a lot must ensure that an occupier of a lot does not:
 - (a) deposit garbage, recyclable material or waste (refuse) in any other receptacle or any other part of the common property except in the receptacles as designated by Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
 - (b) throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, down the staircase or from the terraces or balconies;
 - (c) refuse to bear the cost of cleaning and repair cause by a breach of this Additional Rule 17; or
 - (d) Leave or fail to clean up any refuse which is dropped or spilled on the common property or fail to notify the Owners Corporation if refuse is spilled or dropped.
- 17.2. A Member or the occupier of a lot must ensure that an occupier of the lot disposes of garbage or waste in a manner that does not adversely affect the health, hygiene or comfort of other Members or occupiers.
- 17.3. Guidelines regarding rubbish, chute and bin use may be determined and varied at any time by the Owners Corporation or the Manager.
- 17.4. All waste disposed of via the rubbish chutes, other than the items referred to Additional Rule 17.5 should be contained in tied plastic bags.

- 17.5. Glass, paper, cans and bottles are to be disposed directly into the recycling chute and are not to be placed into any bags.
- 17.6. Cardboard boxes or cartons are to be flattened and disposed directly in the garbage room.
- 17.7. If the rubbish chute(s) become blocked and the Owners Corporation is able to identify the responsible Member or occupier of a lot, then the cost to reinstate the chute(s) may be recovered from the relevant Member.
- 17.8. Items that must not be disposed of via either the rubbish chute include cigarette butts, ignition sources or fluids, items weighing over 3kg, items which may block the chute, and items with a volume greater than 3,500cm³ and any other items which the Owners Corporation or Manager may prescribe from time to time pursuant to the guidelines.
- 17.9. All items which cannot be disposed of via the rubbish chute (subject to observing these rules and guidelines) may be disposed of in the bins within any garbage room.
- 17.10. Flammable items or any other hazardous materials or hard rubbish (for example, glass, brick, crockery, appliances or similar) are not to be disposed of through the rubbish chutes or in any garbage room.
- 17.11. A Member or occupier is responsible for the disposal of flammable items, hazardous materials, hard rubbish or large items, and must make private arrangements for disposal of these items at their own cost.

18. STORAGE OF BICYCLES

- 18.1. A Member or Occupier of a Lot must not permit any bicycle to be stored on balconies or terraces within a Lot or in any area other than in the areas of the Common Property that may be designated by the Owners Corporation or its Manager for such purpose from time to time. A Member or Occupier of a Lot must not use the lifts in the Building for taking bicycles to and from a Lot. Under no circumstances are bicycles permitted through the front or back entrance foyer to the Building.

19. SIGNS, BLINDS, UMBRELLAS AND AWNINGS

- 19.1. A Member or Occupier of a Lot must not erect or affix any sign or notice (Including any for sale or for lease boards) to any part of the Common Property or a Lot visible from outside the Lot.
- 19.2. A Member or Occupier of a Lot must not erect or affix any sign or notice to any part of a Lot unless:
 - (a) It is inside the Lot and will not be visible from outside the Lot, except as required by law; and
 - (b) It has the prior written consent of the Owners Corporation.
- 19.3. If a Member or Occupier installs or arranges the installation of coverings to the windows or any glassed area of the Lot, the curtains or blinds when visible from outside a lot, the back of the curtains or blinds should be in black
- 19.4. Notwithstanding anything else in this rule, a Member or Occupier of a Lot must not affix any type of awnings, external umbrella or other shade coverings to the terrace or balcony of a Lot.
- 19.5. Notwithstanding anything else in this rule, no venetians or verticals are allowed as coverings.

20. MAIL

A Member must or must ensure that the Occupier of a Member's Lot will clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle

of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whether solicited or not and must arrange for all such required clearance by other persons should a Member or Occupier of a Member's Lot be absent for any reason for any period of more than one night notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than 7 days prior to the date or dates for which such waiver is required.

21. SPECIAL RIGHTS FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer, provided it acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation, from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- 21.1. Use any Lot as a display lot to assist in the marketing and sale of other Lots;
- 21.2. Place anywhere on the Common Property signs and other materials relating to the sale or lease of Lots;
- 21.3. Conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- 21.4. Use in any way it considers necessary any part of the Common Property for the purposes of selling Lots; or
- 21.5. Use in any way it considers necessary any part of the Common Property to facilitate the construction of works required to complete the Building.

22. BUILDING WORKS

- 22.1. A Member or Occupier of a Lot must not undertake any building works within or about or relating to a Member's Lot except in accordance with the following requirements:
 - (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Manager not less than 21 days prior to commencement and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
 - (b) such building works must be undertaken in a reasonable manner so as to minimise to a reasonable level any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot Owners and Occupiers;
 - (c) such building works must not be undertaken before 8:00 am or after 4:00 pm weekdays (or other times as specified by the Manager from time to time), nor at any time during weekends or public holidays; and
 - (d) there must be appropriate insurance in place, in respect of the works, which identifies the Owners Corporation as an interested party.
- 22.2. The Member or Occupier of a Lot must not proceed with any such works until the Member or Occupier:
 - (a) submits to the Owners Corporation plans and specifications of any works proposed by the Member or Occupier, which plans and specifications must not affect the external appearance of the Building or any of the Common Property or the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall enable the Owners Corporation to be satisfied that those proposed works accord with the aesthetics of the Building and do not endanger the Building and are compatible with the overall services to the Building

and the Individual floors;

- (c) receives written approval for those works from the Owners Corporation, which may be given subject to the condition that the reasonable costs of the Owners Corporation (which costs may include the costs of a building surveyor, structural or service engineers, architects or other similar consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or Occupier and such approval shall not be effective until such costs have been paid;
 - (d) supplies a certificate of currency to the Owners Corporation evidencing the insurance required by Additional Rule 22.1(d);
 - (e) pays such reasonable costs to the Owners Corporation; and
 - (f) pays the legal costs of the Owners Corporation at the greater of a solicitor/own client basis and a full indemnity basis.
- 22.3. The Member or Occupier of a Lot must ensure that the Member or Occupier and the Member or Occupier's servants, agents and contractors undertaking such works;
- (a) comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common areas and on-site management and building protection, and hours of work; and
 - (b) that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services in the Common Property, which must be immediately cleaned and made good (or the costs of such cleaning or make good to be paid to the Owners Corporation within 7 days of a request to do so).
- 22.4. The Manager may, In its absolute discretion require a Member or Occupier to provide a security deposit or bond in relation to the costs of cleaning and/or make good caused by the works.

23. CLEANING OF BUILDING

- 23.1. Each Member or Occupier must allow the Owners Corporation window and Building cleaners access to the balconies and terraces on a lot at all times required by the Owners Corporation window and Building cleaners for the purpose of cleaning the Facade of the Building.
- 23.2. Members of Lots where anchor points are located must provide access with or without notice should notice not be able to be given in an emergency.
- 23.3. Each Member or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and their windows (louvres or otherwise) and glass doors/areas.
- 23.4. Each Member or Occupier must regularly clean and keep clean any louver windows, external and internal face/facing on their Lot.

24. LEASING OR LICENSING A LOT

- 24.1. To ensure that the living standards, safety and security of development are maintained by and for members and occupiers, these Rules and any Guidelines issued by the Owners Corporation or the Manager from time to time, shall apply in regard to leasing (renting), licensing or occupancy of Lots by person that are not proprietors of the relevant Lot.
- 24.2. In order to maintain currency of occupancy records, Owners or the Owner's agent, must notify the manager in advance of: details of new leaseholders or other changes of occupancy; and details of the expected term of each occupancy.
- 24.3. An Owner must take all reasonable steps to ensure that the occupier do not

behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

- 24.4. An Owner of a Lot, which is subject to a lease or license agreement, must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules including ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or license agreement.
- 24.5. An Owner who grants a lease or license over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay (within 14 days) the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

25. STORAGE LOTS

- 25.1. A Member or the occupier of a lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.
- 25.2. A Member or the occupier of a lot must not install or place a storage cage or cabinet or the like on or above a car space which exceeds six cubic metres without first obtaining the written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.
- 25.3. A Member or the occupier of a lot must not place any goods, furniture, electrical appliances and the like on a car space without the written consent of the Owners Corporation. The Owners Corporation reserves the right to remove and dispose of any items left in a parking lot or on common property without consent.
- 25.4. A Member or Occupier must get insurance for contents kept in storage cage. Owners Corporation Insurance does not cover contents kept in storage cages and car parks.

26. PROVISION OF AMENITIES OR SERVICES

- 26.1. The owners Corporation may, by Ordinary Resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or occupiers of one or more of the Lots or to the Owners Corporation:
 - (a) security services;
 - (b) cleaning and maintenance;
 - (c) electricity, water or gas supply;
 - (d) garbage removal;
 - (e) telecommunication services; and
 - (f) internet, technology or communications
- 26.2. If the Owners Corporation makes an Ordinary Resolution referred to in Additional Rule 26.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot or to the Owners Corporation, it must indicate in the Ordinary Resolution the amount for which, or the conditions on which, it will provide the amenity or service.

27. USE OF SKY LOUNGE

- 27.1. The sky lounge (room and terrace) are only for the use of the Occupiers of the Residential Lots and Occupier's Guests.
- 27.2. An Occupier must make a booking with Manager or in accordance with requirements of the Manager or the Owners Corporation for the use of the sky lounge by the Occupier and the Occupier's Guests. Bookings may be made up to 3 months in advance of the date of the function,
- 27.3. Occupiers must provide all information about the proposed function as required by Manager or the Owners Corporation, including but not limited to the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.
- 27.4. Time restrictions may apply to bookings.
- 27.5. The maximum number of attendees is 20 unless the Manager or Owners Corporation approves a greater number.
- 27.6. The management of the Sky Lounge area (including bookings, availability, and use) is in the absolute discretion of the Manager and the Owners Corporation, acting in the interests of all Members and Occupiers.
- 27.7. The hours of use of the sky lounge are 8.00 am to 8.00 pm.
A booking receipt must be held by the Occupier whilst using the sky lounge area to act as proof of booking should a disagreement arise.
- 27.8. Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Occupier organizing the function
- 27.9. An Occupier must be inducted to the sky lounge before booking of the room is approved.
- 27.10. At the commencement of any function, the Occupier must ensure those in attendance is aware of the emergency evacuation plan as notified by the Manager or the Owners Corporation and location of emergency exits.
- 27.11. A charge for use of the Sky Lounge may apply as notified to Owners and Occupiers by Manager or the Owners Corporation from time to time.
- 27.12. The Occupier using the sky lounge is responsible for the Occupier and the Occupier's guests. All tables/benches/chairs are to be wiped down and kitchen floor is mopped after the function. All equipment, foodstuffs and drinks bought into the lounge by the Occupier and Occupier's Guests must be removed. The Manager or the Owners Corporation may charge the Occupier a fee for

cleaning of the sky lounge.

- 27.13. The Occupier must ensure that persons using the sky lounge must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Member or Occupier or any other person lawfully using Common Property.
- 27.14. All users of the sky lounge do so at their own risk.
No smoking is permitted in the sky lounge.
- 27.15. Improper use of the sky lounge or improper behavior in the sky lounge may result in bans/restrictions of use being imposed on the Occupier or the Member in the Owners Corporation's absolute discretion.

28. USE OF THE GARDENL BBQ AREA

- 28.1. The garden/bbq area (bbq area) is for the use of Occupiers of the Residential Lots and Occupier's Guests.
- 28.2. An Occupier must be inducted to the bbq area before booking of the room is approved.
- 28.3. The hours of use of the bbq area are 8.00 am to 8.00 pm.
- 28.4. The Occupier using the bbq area is responsible for the Occupier's Guests.
- 28.5. The bbq area must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Occupier responsible.
- 28.6. Persons utilizing the bbq area must not make any noise that might interfere with the peaceful enjoyment of any other Occupier or any other person lawfully using Common Property.
- 28.7. The bbq area users must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of the Members or Occupiers of another Lot or of any person lawfully using Common Property.
- 28.8. The maximum number of attendees is 20, unless otherwise approved by the Manager or the Owners Corporation.
- 28.9. All users of the bbq area do so at their own risk.
Improper use of the bbq area or improper behavior or conduct whilst using the bbq area may result in bans or restrictions of use being imposed on the
- 28.10. Occupier in the Owners Corporation's absolute discretion.



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

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

**BUILDING ACT 1993
BUILDING REGULATIONS 2018
CANCELLATION OF BUILDING ORDER
UNDER SECTION 116 OF THE BUILDING ACT 1993**

Owners Corporation 1 - Plan No PS 810914J
Melbourne Owners Corporation Services
Unit G07/12 Cato Street
HAWTHORN EAST VIC 3123

PROPERTY ADDRESS: 1 Charlnet Drive, VERMONT SOUTH VIC 3133

OUR REF: 591/2019/FIRE

WHEREAS:

1. I am the Municipal Building Surveyor for the City of Whitehorse and am authorised to cancel a Building Order pursuant to Section 116 of the Building Act 1993.
2. I caused the land to be inspected on 19 January 2021.
3. Pursuant to Section 116 of the Act, I am pleased to advise that the Building Order on the above-mentioned property has been complied with and the file is now closed.

DATED: 11 February 2021

SEAN GROGAN
Municipal Building Surveyor
City of Whitehorse

V-LEADER

March 22, 2019

To Whom it might concern,

RE: The cladding used in the construction of Applemont Apartment

We confirm and warrant that the cladding used in the construction of Applemont Apartment located at 1-3 Charlnet Drive, Vermont South is non-combustible and is compliant with relevant standard.

Regards,



FRANK CHENG
DEVELOPMENT MANAGER
THE CHARLNET DEVELOPMENT PTY LTD



Building Permit

Form 2 Building Act 1993 Building Regulations 2006 – Regulation 313

Permit No: BS-U 1091 20170347/1

Issued To:

Nash Management
5/627 Chapel Street
SOUTH YARRA, VIC 3141
Contact: Adrian Bolzonello

Address for Serving of Notices or Giving of Documents:

5/627 Chapel Street SOUTH YARRA VIC 3141

Ownership Details:

The Charlnet Development Pty Ltd
C/- Nash Property Management S5, Lvl 5, 627 Chapel Street
SOUTH YARRA, VIC 3141
Contact: Alvin Xu

Property Details: 464 Burwood Highway & 1 & 3 Charlnet Drive VERMONT SOUTH

Title Details: Vol: 09524, Folio: 966

Municipal District: Whitehorse City Council

Builder:

Balmain & Co Pty Ltd
3 Balmain Street
CREMORNE, VIC 3121
Contact: Mick O'Connell

Details of Building Practitioners and Architects:

Name	Registration No.	Role	Category/Class
Daniel Hayter	DB-U 44689	Engaged in the building work	Builder - Domestic - Unlimited
Daniel Hayter	CB-U 44744	Engaged in the building work	Builder - Commercial - Unlimited
Ranjan P Fernando	EC 34889	Engaged to prepare documents	Engineer - Civil

Details of Relevant Planning Permit:

Planning permit No.: WH/2015/1090

Date of grant of planning permit: 7/10/2016

Nature of Building Works:

BCA Class:

Construction of Apartment(s)	2
Construction of Basement Carpark	7a

Stage of Building Work Permitted: Stage One Civil Works, Retaining Walls, Basement Retention and Slab on Ground

Total floor area of new building work in m² 6,637.0

Cost of building work (this stage)	\$400,000
Cost of building work (all stages)	\$12,660,000
Number of storeys	7

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On	Regulation
City of Whitehorse	To allow demolition works	Section 29A
City of Whitehorse	To allow works to be constructed over an easement.	310

Combined Allotment Statement

A statement has been issued under regulation 502 in relation to the building work that is the subject of this permit.

Mandatory Inspections

The mandatory notification stages are -

- Bored Piers
- Pre Slab
- Steel Reo Prior to Pouring any Concrete
- Footing

Occupation / Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.

Commencement and Completion:

This building work must commence by: 28/11/2018
This building work must be completed by: 28/11/2019

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Note: It is the owner/builders responsibility to ensure that endorsed plans are kept on site during construction. These plans must be made available to relevant contractors at all times, to ensure compliance.
2	Note: Appropriate signage must be displayed at the front of the property, visible to the public advising: - Builders name, Registration number and contact details - Building Permit number and Date of Issue - Building Surveyors name, Registration Number and Contact Details
3	Protection Work Notices are applicable to these works. A copy of the Dilapidation Report and Insurances are to be provided to the affected adjoining owner/s. No Protection Works are to commence on site until this matter has been resolved.

Relevant Building Surveyor

Signed:



Building Surveyor: Alan Lorenzini
Registration No: BS-U 1091
Permit No: BS-U 1091 20170347/1
Date of issue of permit: 28/11/2017

Notes:

Note 1: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.



Building Permit

Form 2 Building Act 1993 Building Regulations 2006 – Regulation 313

Permit No: BS-U 1091 20170347/2

Issued To:

Nash Management
5/627 Chapel Street
SOUTH YARRA, VIC 3141
Contact: Adrian Bolzonello

Address for Serving of Notices or Giving of Documents:

5/627 Chapel Street SOUTH YARRA VIC 3141

Ownership Details:

The Charlnet Pty Ltd
6 Naples Street
BOX HILL SOUTH, VIC 3128
Contact: Alvin Xu

Property Details: 464 Burwood Highway & 1 & 3 Charlnet Drive VERMONT SOUTH 3133

Title Details: Vol: 09524, Folio: 966

Municipal District: Whitehorse City Council

Builder:

Balmain & Co Pty Ltd
3 Balmain Street
RICHMOND, VIC 3121
Contact: Mick O'Connell

Details of Building Practitioners and Architects:

Name	Registration No.	Role	Category/Class
Daniel Hayter	DB-U 44689	Engaged in the building work	Builder - Domestic - Unlimited
Daniel Hayter	CB-U 44744	Engaged in the building work	Builder - Commercial - Unlimited
Ranjan P Fernando	EC 34889	Engaged to prepare documents	Engineer - Civil
Ross Greer	EC 1124	Engaged to prepare documents	Engineer - Civil
Michael David Parker	EM 1152	Engaged to prepare documents	Engineer - Mechanical
Boris Polyachenko	EE 1236	Engaged to prepare documents	Engineer - Electrical
Tanya Polyachenko	EM 24334	Engaged to prepare documents	Engineer - Mechanical
Alta Architecture	C 51556	Engaged to prepare documents	Architect - Company
Douglas B Smith	EC 1820	Engaged to prepare documents	Engineer - Civil

Details of Relevant Planning Permit:

Planning permit No.: WH/2015/1090

Date of grant of planning permit: 7/10/2016

Nature of Building Works:

BCA Class:

Construction of Apartment(s)
Construction of Basement Carpark

2
7a

Stage of Building Work Permitted: Stage Two Completion of Works

Total floor area of new building work in m ²	6,637.0
Cost of building work (this stage)	\$12,260,000
Cost of building work (all stages)	\$12,660,000
Number of storeys	7

Alternative Solutions

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

No	Performance Requirement	Alternative Solution
1	CP1 and CP2	To permit the use of Unlimited Cladding Systems as external wall cladding.
2	CP1 and CP2	- To allow the use of light weight construction to the top floor. - To reduce the FRL of the top floor from 90/90/90 to 60/60/60.
3	DP4	- To allow a single exit from the Lower Basement. - To allow the distance of travel in the Lower Basement to be 28m in lieu of 20m to an Exit. - To allow the distance of travel in the Upper Basement to be 25m in lieu of 20m to an Exit. - To allow the distance of travel on the Ground Floor to be 18m in lieu of 12m to an Exit. - To allow the distance of travel on Levels 1 and 2, 3 and 4 to be 18m in lieu of 12m to an Exit. - To allow rising and descending stairs to be connected.
4	DP5	- To allow a Fire Isolated Stair to discharge internally. - To allow the Pump Room to open directly into the Fire Isolated Stair. - To allow the use of a Security Gate as an Exit from the Upper Basement.

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On	Regulation
MFESB	- To permit Hydrant Shortfalls to Ground, 1st and 2nd Floors. - To Permit Fire Hose Reel Shortfall to Upper Basement. - To permit the Booster to be less than 10m to the building. - To permit the use of a Mag-Flo Meter.	309
MFESB	- To Permit the location of the Pump House in the Basement. - To permit the deletion of Hose Reels in the Lobbies of both basements.	309
City of Whitehorse	To allow the erection of hoarding to ensure the protection of the public.	604

Combined Allotment Statement

A statement has been issued under Regulation 502 in relation to the building work that is the subject of this permit.

Mandatory Inspections

The mandatory notification stages are -

- Frame
- Occupancy

Occupation / Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.

Commencement and Completion:

This building work must commence by: 27/03/2019

This building work must be completed by: 28/11/2019

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Note: It is the owner/builders responsibility to ensure that endorsed plans are kept on site during construction. These plans must be made available to relevant contractors at all times, to ensure compliance.
2	Note: Appropriate signage must be displayed at the front of the property, visible to the public advising: - Builders name, Registration number and contact details - Building Permit number and Date of Issue - Building Surveyors name, Registration Number and Contact Details
3	Protection Work Notices are applicable to these works. A copy of the Dilapidation Report and Insurances are to be provided to the affected adjoining owner/s. No Protection Works are to commence on site until this matter has been resolved.
4	Approval from the Titles Office is to be obtained for the expungement of the easement.

Relevant Building Surveyor

Signed:



Building Surveyor: Alan Lorenzini
Registration No: BS-U 1091
Permit No: BS-U 1091 20170347/2
Date of issue of permit: 27/03/2018

Notes:

Note 1: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.



Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192

Permit No: BS-U 1091 20170347/2

This occupancy permit must be displayed in the following approved location:

Main Entrance/Foyer

Property Details: 464 Burwood Highway & 1 & 3 Charlnet Drive
VERMONT SOUTH VIC 3133

Title Details: Vol: 09524, Folio: 966

Municipal District: WHITEHORSE CITY COUNCIL

Building Permit Details

Building Permit No: 20170347/2

Version of BCA applicable to building permit: BCA 2016 Volume 2

Building Details

Building / Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People
Apartment(s)	Residential	2	N/A	N/A
Basement Carpark	Carparking for public use	7a	1.5	N/A

Storeys contained: 7

Rise in storeys (for Class 2-9 buildings): 0

Effective height:

Type of construction:

Performance Solution

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

No	Relevant Performance Requirement	Details of Performance Solution
1	CP1 and CP2	To permit the use of Unlimited Cladding Systems as external wall cladding.
2	CP1 and CP2	- To allow the use of light weight construction to the top floor. - To reduce the FRL of the top floor from 90/90/90 to 60/60/60.
3	DP4	- To allow a single exit from the Lower Basement. - To allow the distance of travel in the Lower Basement to be 28m in lieu of 20m to an Exit. - To allow the distance of travel in the Upper Basement to be 25m in lieu of 20m to an Exit.

		- To allow the distance of travel on the Ground Floor to be 18m in lieu of 12m to an Exit. - To allow the distance of travel on Levels 1 and 2, 3 and 4 to be 18m in lieu of 12m to an Exit. - To allow rising and descending stairs to be connected.
4	DP5	- To allow a Fire Isolated Stair to discharge internally. - To allow the Pump Room to open directly into the Fire Isolated Stair. - To allow the use of a Security Gate as an Exit from the Upper Basement.
5	FP4.3	To allow a combination of natural ventilation and mechanical ventilation to be used to ventilate the bedrooms of Apartments 1.01 and 2.01.

Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Relevant Regulation
MFESB	- To permit Hydrant Shortfalls to Ground, 1st and 2nd Floors. - To Permit Fire Hose Reel Shortfall to Upper Basement. - To permit the Booster to be less than 10m to the building. - To permit the use of a Mag-Flo Meter.	309
MFESB	- To Permit the location of the Pump House in the Basement. - To permit the deletion of Hose Reels in the Lobbies of both basements.	309
City of Whitehorse	To allow the erection of hoarding to ensure the protection of the public.	604
Chief Officer	Chief Officer was a reporting authority in relation to the application for the building permit which required the issue of the occupancy permit	reg. 187(1)(a)

Conditions to which this permit is subject

Occupation is subject to the following conditions –

(1) Essential Safety Measures

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table:

Essential Safety Measures Required to be Provided in the Building or Place of Public Entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of Essential Safety Measure	The Level of Performance that each Essential Safety Measure must achieve to fulfil its purpose	The Frequency and type of Maintenance Required for each essential safety measure	The Frequency and type of Testing and Inspections required for each Essential Safety Measure
Building elements required to have fire resistance levels	Section C, D1.12	CP1 to CP8	Annually	As per AS 1851-2012
Materials and assemblies required to have fire hazard properties	C1.10	CP4	Annually	Inspection for damage, deterioration, or unauthorised alteration

Elements required to be non-combustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec. E2.2b	CP1, CP2, CP3, CP4, CP6, CP7, DP5, DP7, EP2.2	Annually	Inspection for damage, deterioration, or unauthorised alteration
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	C3.4, C3.8, C3.11, D1.7, D1.8, G3.8	CP2, CP8, EP1.4, EP2.2	Monthly	As per AS 1851-2012
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	CP2, CP7, CP8	Every 6 Months	As per AS 1851-2012
Solid core doors and associated self-closing, automatic closing and latching mechanisms	C3.11	CP2, CP3, CP4, DP2, EP2.2	Annually	Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	CP2, CP8	Annually	As per AS 1851-2012
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16	CP2, CP8	Annually	As per AS 1851-2012
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Specification C2.5, D2.6	CP2, CP3, CP4, DP2, EP2.2	Every 6 Months	As per AS 1851-2012
Paths of travel to exits	D1.6	DP2, DP4, DP6	Every 3 Months	Inspection to ensure there are no obstructions and no alteration
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	DP2, DP4, DP6, GP4.1, GP4.3	Every 3 Months	Inspection to ensure there are no obstructions and no alteration
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17	DP2, DP4, DP5, DP6	Every 3 Months	Inspection to ensure there are no obstructions and no alteration
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21, D2.23	DP2, DP4, DP5, DP6	Every 3 Months	Inspection to ensure there are no obstructions and no alteration
Exit signs (including direction signs)	D1.12, Specification D1.12, E4.5, E4.6, E4.8	DP4, EP4.1, EP4.2	Every 6 Months	As per AS 2293.2-1995
Signs warning against the use of lifts in the event of fire	E3.3	EP3.3	Annually	Inspection to ensure the warning sign is in place and legible

Signs alerting persons that the operation of doors must not be impaired	D2.23	DP4	Annually	Inspection to ensure the warning sign is in place and legible
Emergency lighting	E4.2, E4.4	EP4.1	Every 6 Months	As per AS 2293.2-1995
Fire hydrant system (including on-site pump set and fire-service booster connection)	E1.3	EP1.3	Monthly	As per AS 1851-2012
Fire hose reel system	E1.4	EP1.1	Every 6 Months	As per AS 1851-2012
Sprinkler system	E1.5, G3.8, H1.2	EP1.4	Monthly	As per AS 1851-2012
Portable fire extinguishers	E1.6	EP1.2	Every 6 Months	As per AS 1851-2012
Smoke hazard management systems (a) automatic stair pressurisation systems for fire-isolated exits (b) zone smoke control system (c) automatic smoke exhaust system (d) automatic smoke and heat vents (including automatic vents for atriums) (e) air-handling systems that do not form part of smoke hazard management system and which may unduly contribute to the spread of smoke (f) miscellaneous air-handling systems serving more than one fire compartment to which Sections 5 and 6 of AS/NZS 1668.1 The use of ventilation and air conditioning in buildings - Part 1: Fire and smoke control in buildings, as in force or as re-issued or as published from time to time; (g) other air-handling systems	E2.2	EP2.2	Monthly	As per AS 1851-2012
Car park mechanical ventilation system	F4.11	FP4.4	Monthly	As per AS 1851-2012
Smoke and heat alarm system	Clause 3 of Specification E2.2a	EP2.1	Monthly	As per AS 1851-2012
Smoke and heat detection system	Clause 4 of Specification E2.2a	EP2.1, EP2.2	Monthly	As per AS 1851-2012
Building occupant warning system	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	EP2.1, EP2.2	Monthly	As per AS 1851-2012

Combined Allotment Determination

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

Suitability for occupation

At the date this Occupancy Permit is issued, the building or part of a building or place of public entertainment to which this Permit applies is suitable for occupation.

Relevant Building Surveyor

Signature:



Name:

Address:

Email:

Building practitioner registration no:

Alan Lorenzini

Suite 1, 13-25 Church Street HAWTHORN VIC 3122

mail@lorenzinigroup.com.au

BS-U 1091

Occupancy Permit No:

Date of Issue:

Date of Final Inspection:

BS-U 1091 20170347/2

13/03/2019

21/02/2019

PROPERTY REPORT

211/1 Charlnet Drive, Vermont South Vic 3133

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 211AA PS810914

LOCAL GOVERNMENT (COUNCIL)

Whitehorse

LEGAL DESCRIPTION

211AA\PS810914

COUNCIL PROPERTY NUMBER

280881

LAND SIZE

1,960m² Approx

ORIENTATION

East

FRONTAGE

40.84m Approx

ZONES

RGZ - Residential Growth Zone - Schedule 1

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 1

DDO - Design And Development Overlay - Schedule 11

SLO - Significant Landscape Overlay - Schedule 9

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Glen Waverley District

Schools

CLOSEST PRIVATE SCHOOLS

Holy Saviour Parish School (765 m)

Emmaus College (1109 m)

St Timothy's School (1819 m)

CLOSEST PRIMARY SCHOOLS

Weeden Heights Primary School (331 m)

CLOSEST SECONDARY SCHOOLS

Highvale Secondary College (1075 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 127 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 120 Homes

Council Information - Whitehorse

PHONE

03 9262 6303 (Whitehorse)

EMAIL

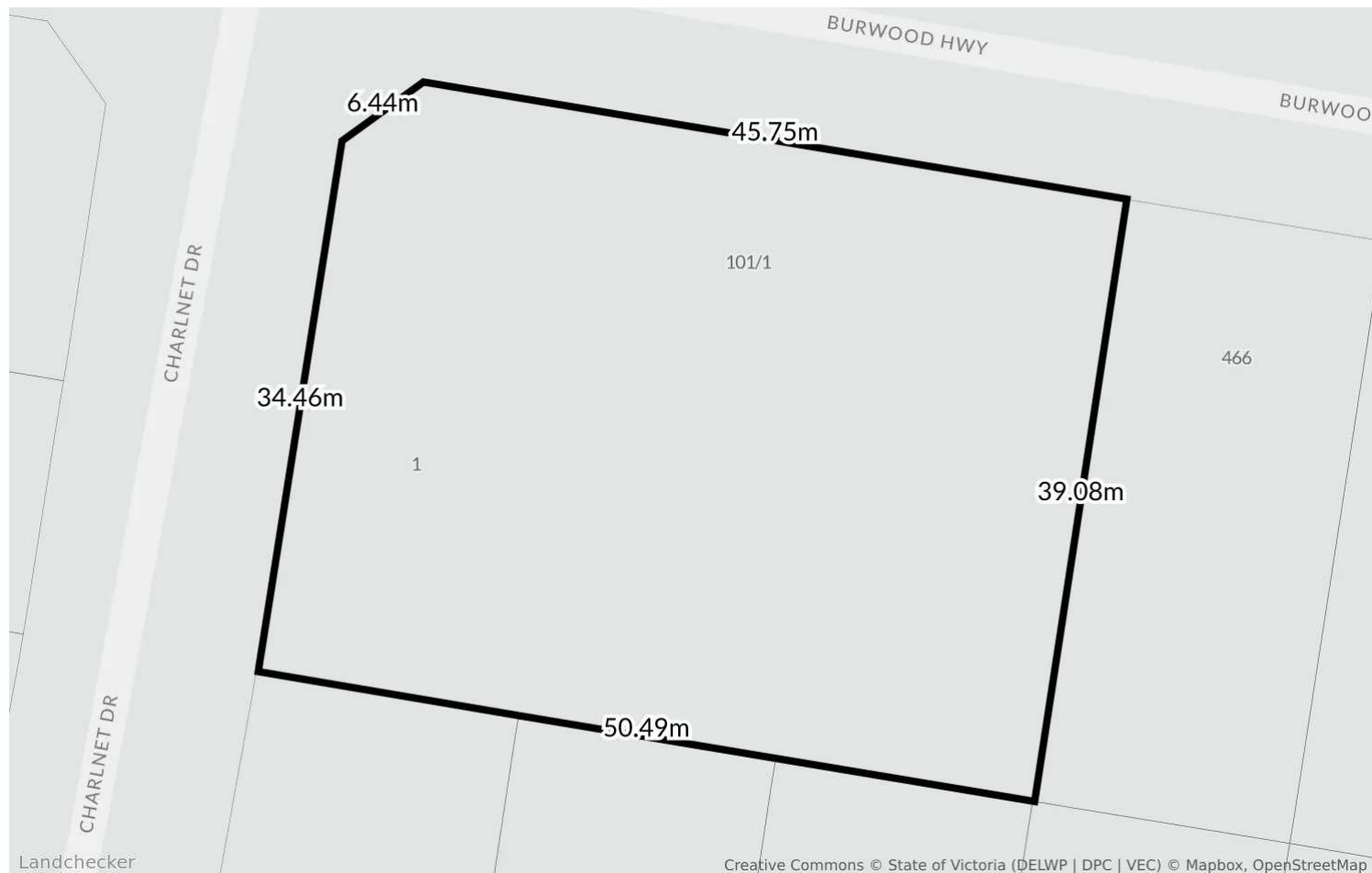
customer.service@whitehorse.vic.gov.au

WEBSITE

<http://www.whitehorse.vic.gov.au/>

SITE DIMENSIONS

211/1 Charlnet Drive, Vermont South Vic 3133



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

211/1 Charlnet Drive, Vermont South Vic 3133

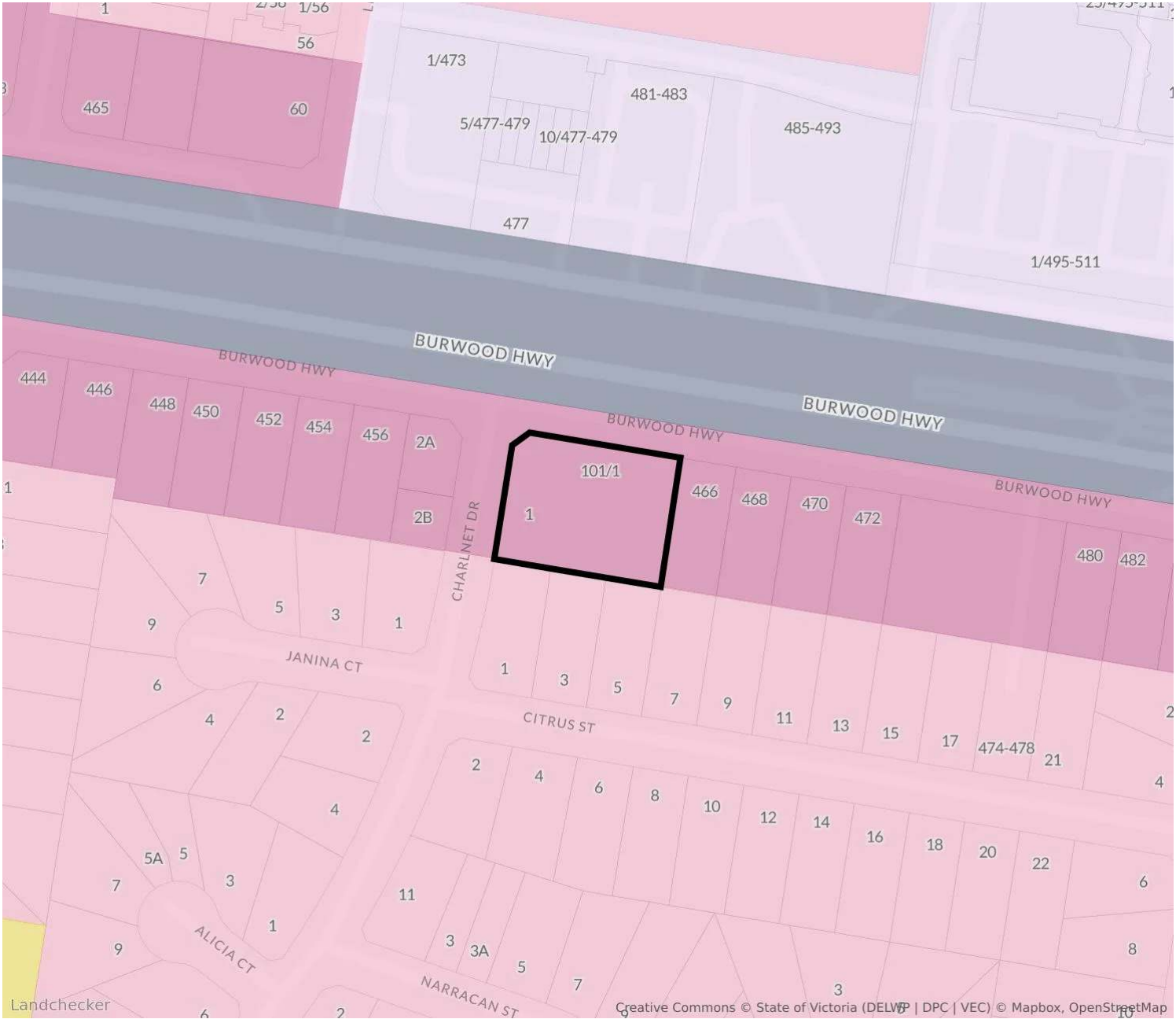
Status	Code	Date	Description
APPROVED	VC257	28/05/2025	Amendment VC257 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to introduce Clause 32.10 Housing Choice and Transport Zone (HCTZ) and Clause 43.06 Built Form Overlay (BFO) to support housing growth in and around activity centres and other well-serviced locations in line with Victorias Housing Statement, The Decade Ahead 2024-2034
APPROVED	VC266	28/05/2025	The amendment extends the timeframe for the temporary planning provisions that allow for the use and development of land for a Dependent persons unit (DPU) by one year to 28 March 2026. The amendment also updates the permit requirements for DPU proposals affected by particular overlays.
APPROVED	VC274	28/05/2025	Amendment VC274 introduces the Precinct Zone (PRZ) at Clause 37.10 to support housing and economic growth in priority precincts across Victoria in line with Victorias Housing Statement, The Decade Ahead 2024-2034 and the Victorian Governments vision for priority precincts, including Suburban Rail Loop precincts.
APPROVED	VC281	13/04/2025	Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murrn) Act 2017.
APPROVED	VC280	06/04/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	C254whse	02/04/2025	The amendment extends the expiry date of the interim Schedule 9 to the Significant Landscape Overlay (SLO9) for 6 months until 23 June 2025.
APPROVED	VC273	02/04/2025	Amendment VC273 makes changes to clause 52.20 to apply to housing development that are wholly or partly funded by the Victorian or Commonwealth governments.
APPROVED	VC237	02/04/2025	The Amendment changes the VPP and all planning schemes in Victoria by introducing a permit exemption for a remote sellers packaged liquor licence under Clause 52.27, replacing references to EPAs Recommended Separation Distances for Industrial Residual Air Emissions document with the new Separation Distance Guideline and Landfill Buffer Guideline, replacing existing references to superseded state and regional waste and

Status	Code	Date	Description
			resource recovery plans with the new Victorian Recycling Infrastructure Plan, correcting typographical errors, updating formatting and ensuring language and references are accurate and up to date.
APPROVED	VC269	02/04/2025	The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.
APPROVED	VC276	01/04/2025	Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.
APPROVED	C234whse	19/03/2025	The amendment replaces the Local Planning Policy Framework of the Whitehorse Planning Scheme with a new Municipal Planning Strategy at Clause 02, local policies within the Planning Policy Framework at Clauses 11 to 19 and selected local schedules consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148 and the Ministerial Direction Form and Content of Planning Schemes.
APPROVED	VC263	19/03/2025	The Amendment makes changes to state policy relating to special water supply catchments and water quality, as well as improving references to the Catchment and Land Protection Act 1994 and updating references to policy documents

PROPOSED PLANNING SCHEME AMENDMENTS

211/1 Charlnet Drive, Vermont South Vic 3133

No proposed planning scheme amendments for this property



RGZ1 – Residential Growth Zone – Schedule 1

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

To provide housing at increased densities in buildings up to and including four storey buildings.

To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.

To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.

To ensure residential development achieves design objectives specified in a schedule to this zone.

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

VPP 32.07 Residential Growth Zone

None specified.

LPP 32.07 Schedule 1 To Clause 32.07 Residential Growth Zone

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

Other nearby planning zones

- C1Z – Commercial 1 Zone
- NRZ – Neighbourhood Residential Zone
- PUZ – Public Use Zone
- RGZ – Residential Growth Zone
- TRZ1 – Transport Zone
- TRZ2 – Transport Zone

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

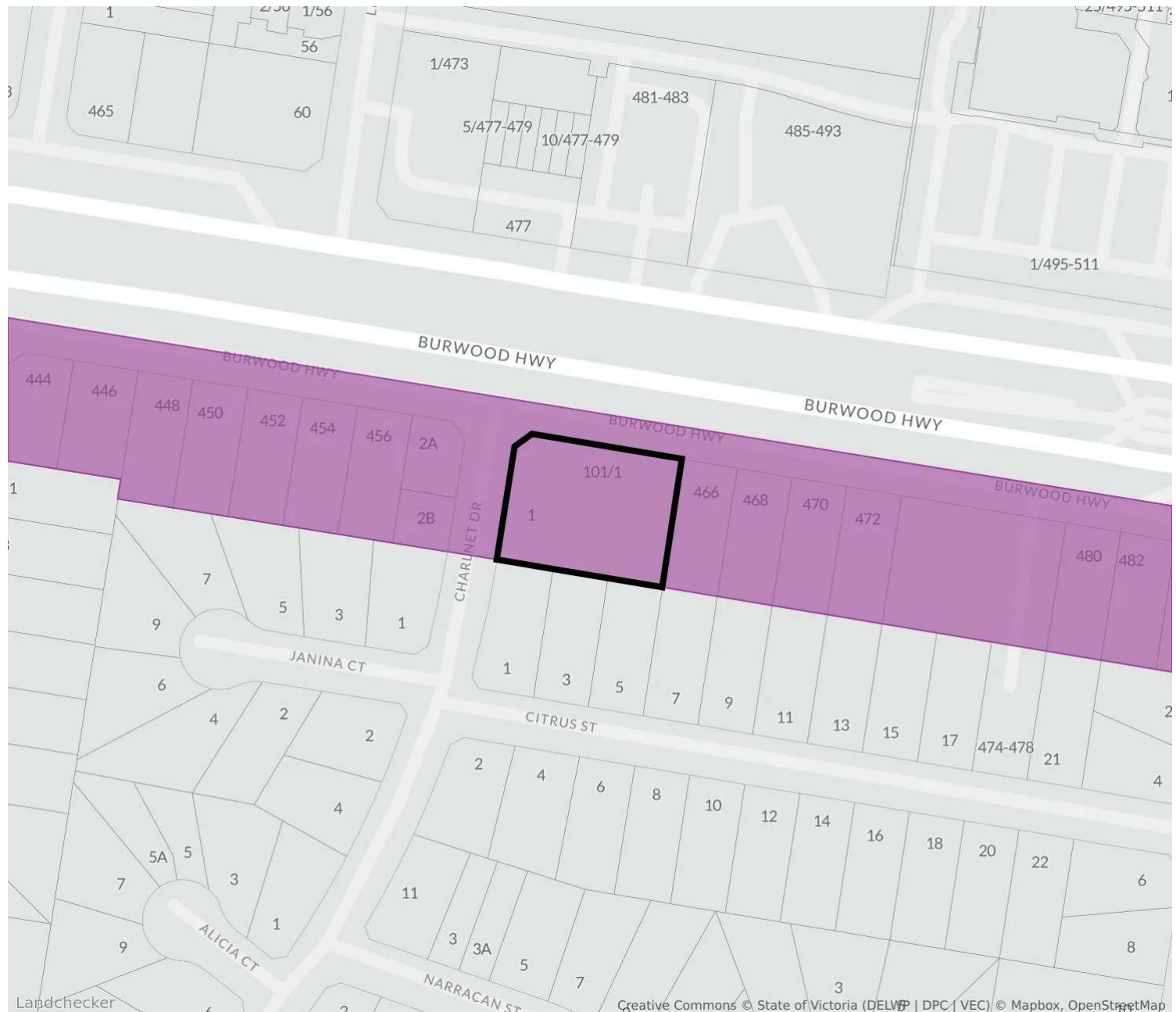
To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

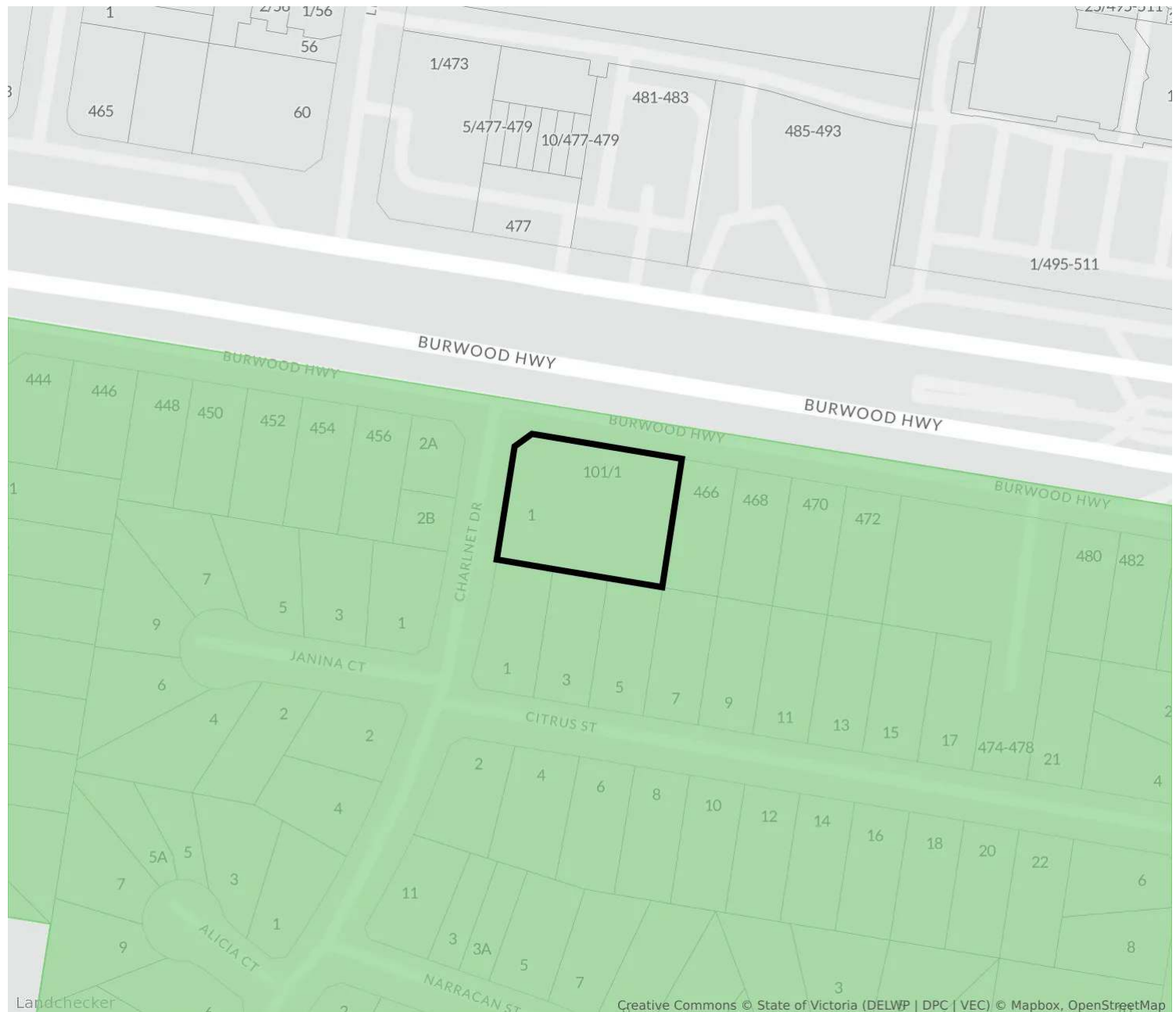
VPP 45.06 Development Contributions Plan Overlay

The Whitehorse Development Contributions Plan, December 2023 applies to all new development within the 17 charge areas as shown on the map below.

LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay

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





SLO9 - Significant Landscape Overlay - Schedule 9

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

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

VPP 42.03 Significant Landscape Overlay

The leafy garden and bushy character of Melbourne's eastern suburbs can be viewed from many high points throughout Melbourne and is a significant component of the subregion. The treed character of areas such as Whitehorse provides an important 'green' link between Melbourne and the Yarra Valley. The Municipal Wide Tree Study (June 2016 and March 2019) identifies that trees are significant to the landscape character of the City of Whitehorse. The tree cover in Whitehorse simultaneously delivers multiple benefits to the community, including defining neighbourhood character, providing visual amenity, reducing the urban heat island effect in more urbanised areas, improving air quality and energy efficiency, providing habitat for fauna, and increasing the wellbeing of people and liveability of neighbourhoods. The Garden Suburban Neighbourhood Character Area generally has formalised streetscapes comprising grassed nature strips, concrete footpaths, kerbs and channels, and buildings are generally visible along streets behind low front fences and open garden settings. Gardens are

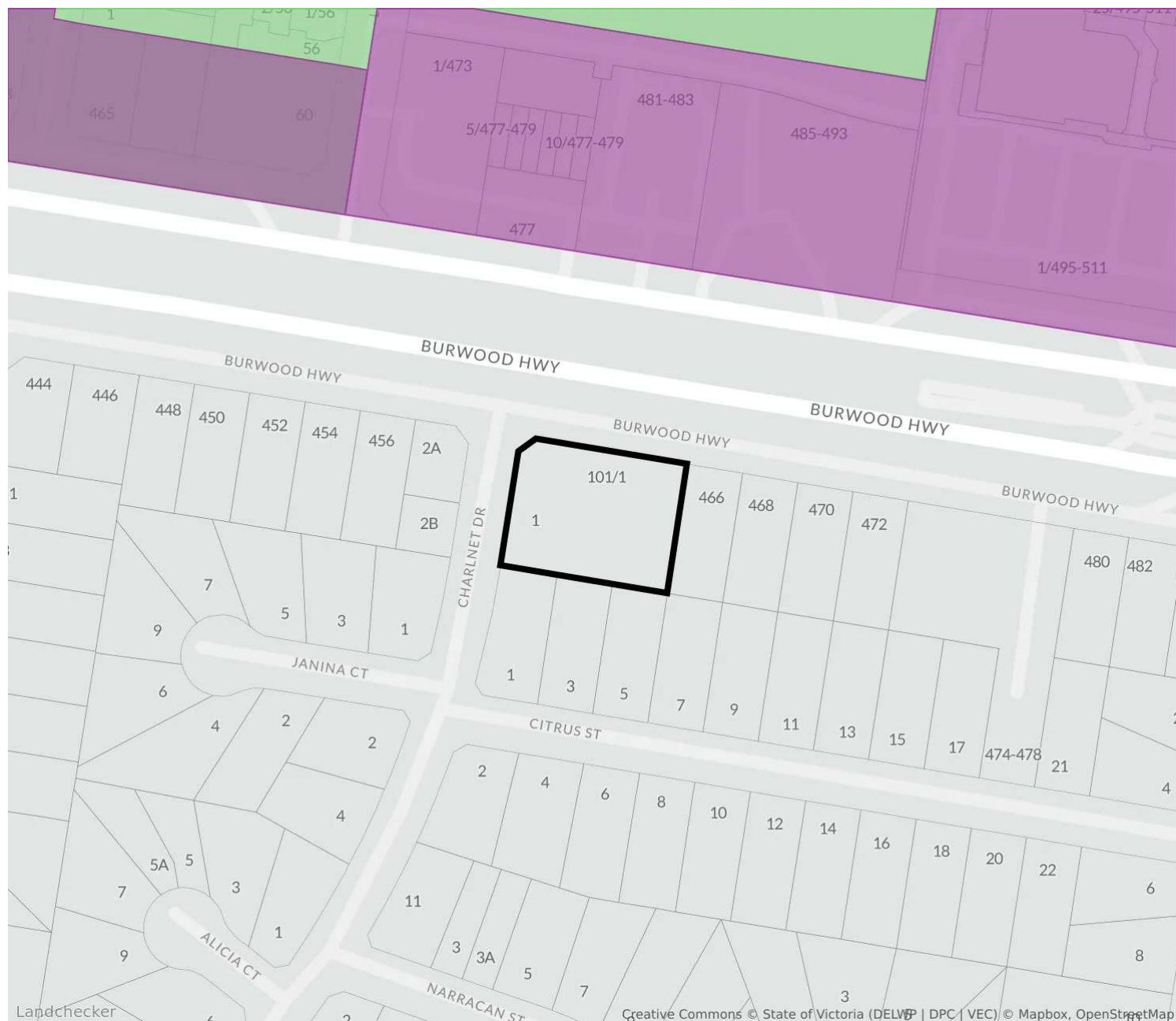
typically established with canopy trees, lawn areas, garden beds and shrubs and there are typically well defined property boundaries and consistent building siting. The majority of the municipality is included in the Garden Suburban Neighbourhood Character Area. The Bush Suburban Neighbourhood Character Area generally has a mix of formal and informal streetscapes with wide nature strips and streets are dominated by vegetation with buildings partially hidden behind tall trees and established planting. Gardens are less formal, consisting of many canopy trees and property boundary definition can be non-existent or fenced. Buildings appear detached along the street and generally comprise pitched rooftops, with simple forms and articulated facades. The Bush Suburban Neighbourhood Area includes parts of Blackburn, Box Hill South, Vermont South, Mitcham, Nunawading and Mont Albert North as shown in the Neighbourhood Character Precincts Map contained in the Neighbourhood Character Study 2014.

LPP 42.03 Schedule 9 To Clause 42.03 Significant Landscape Overlay

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

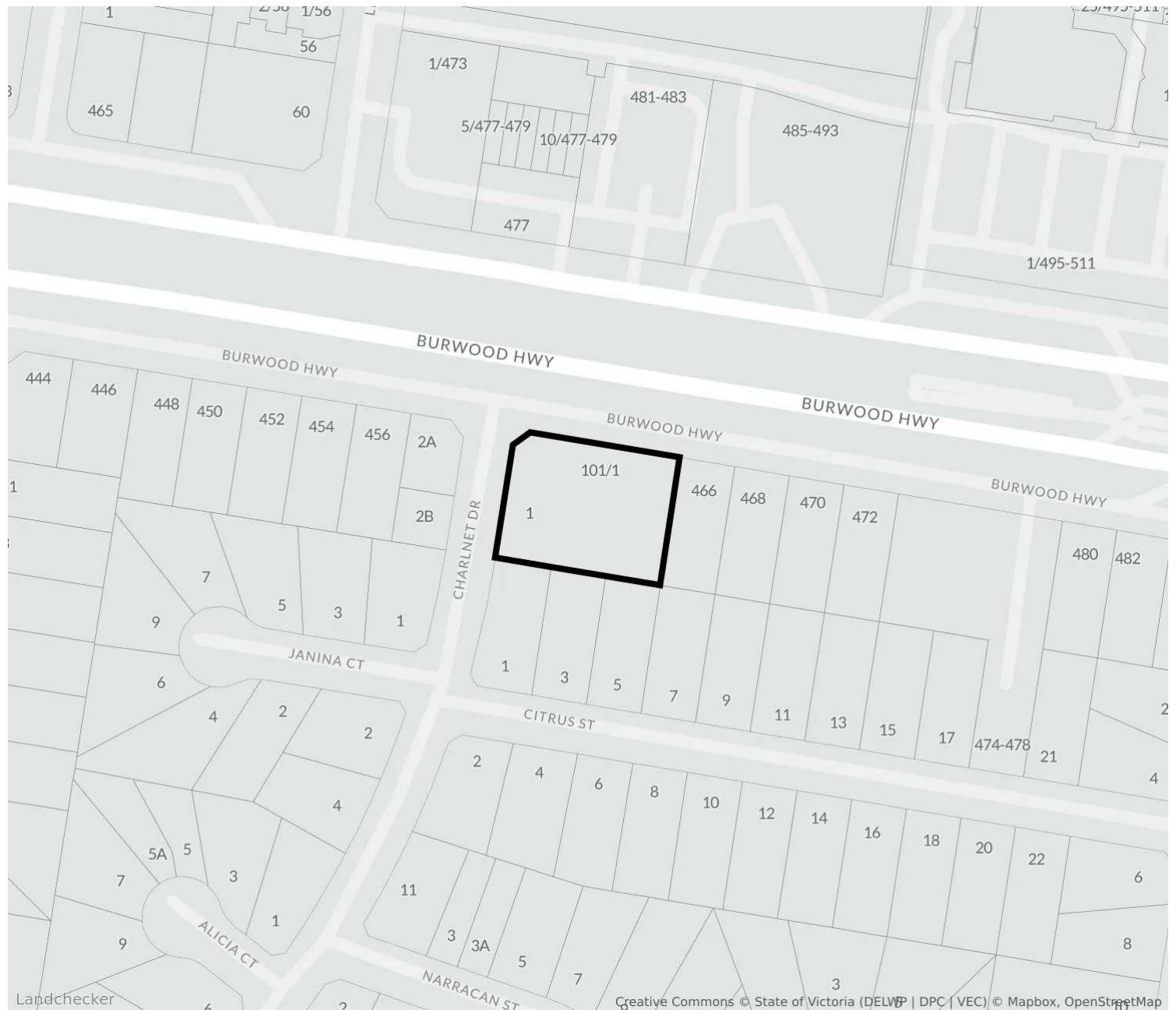
NEARBY OVERLAYS

211/1 Charlnet Drive, Vermont South Vic 3133



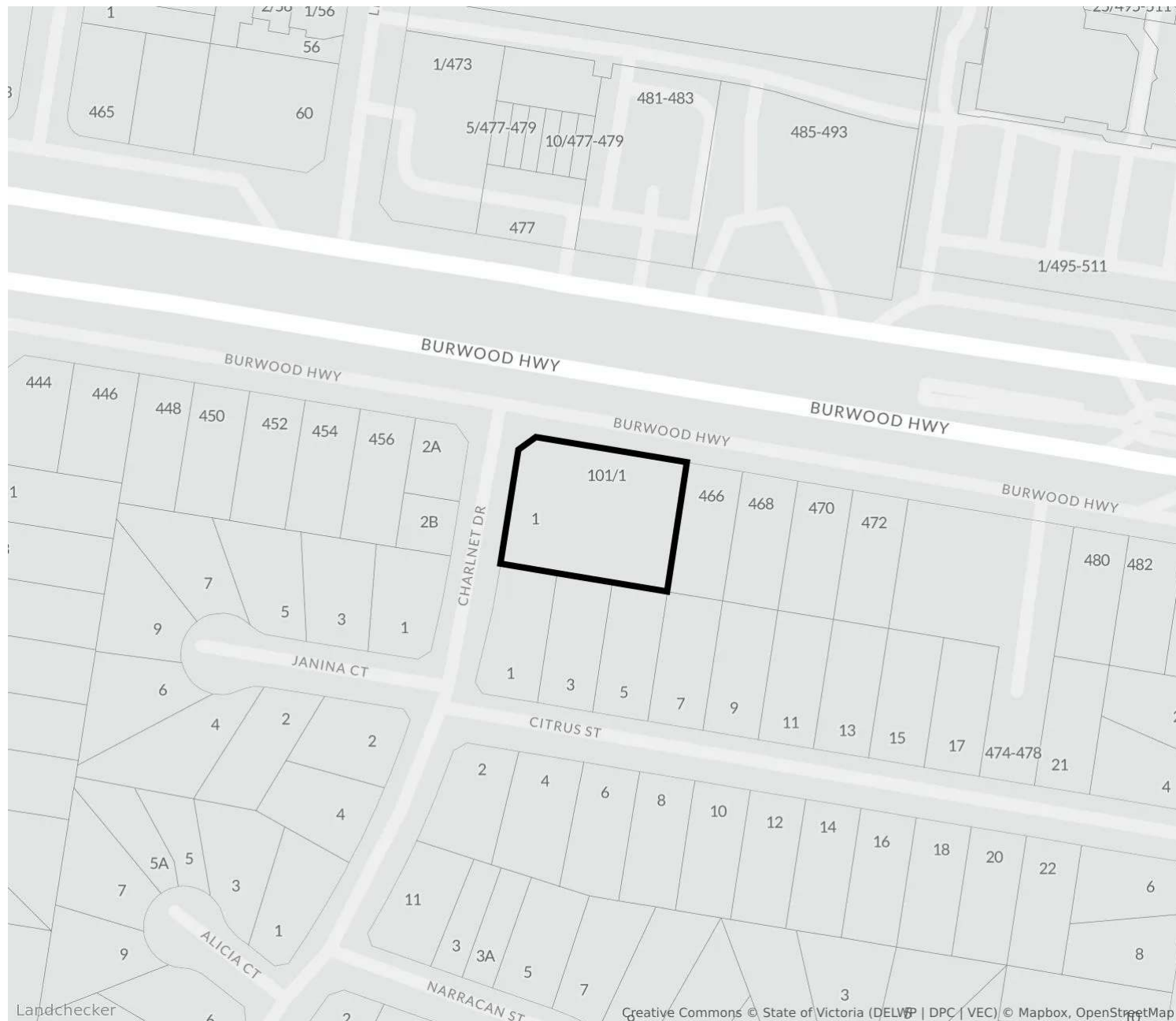
- DDO - Design And Development Overlay
- EAO - Environmental Audit Overlay
- HO - Heritage Overlay
- SLO - Significant Landscape Overlay
- VPO - Vegetation Protection Overlay

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



BUSHFIRE PRONE AREA

211/1 Charlnet Drive, Vermont South Vic 3133



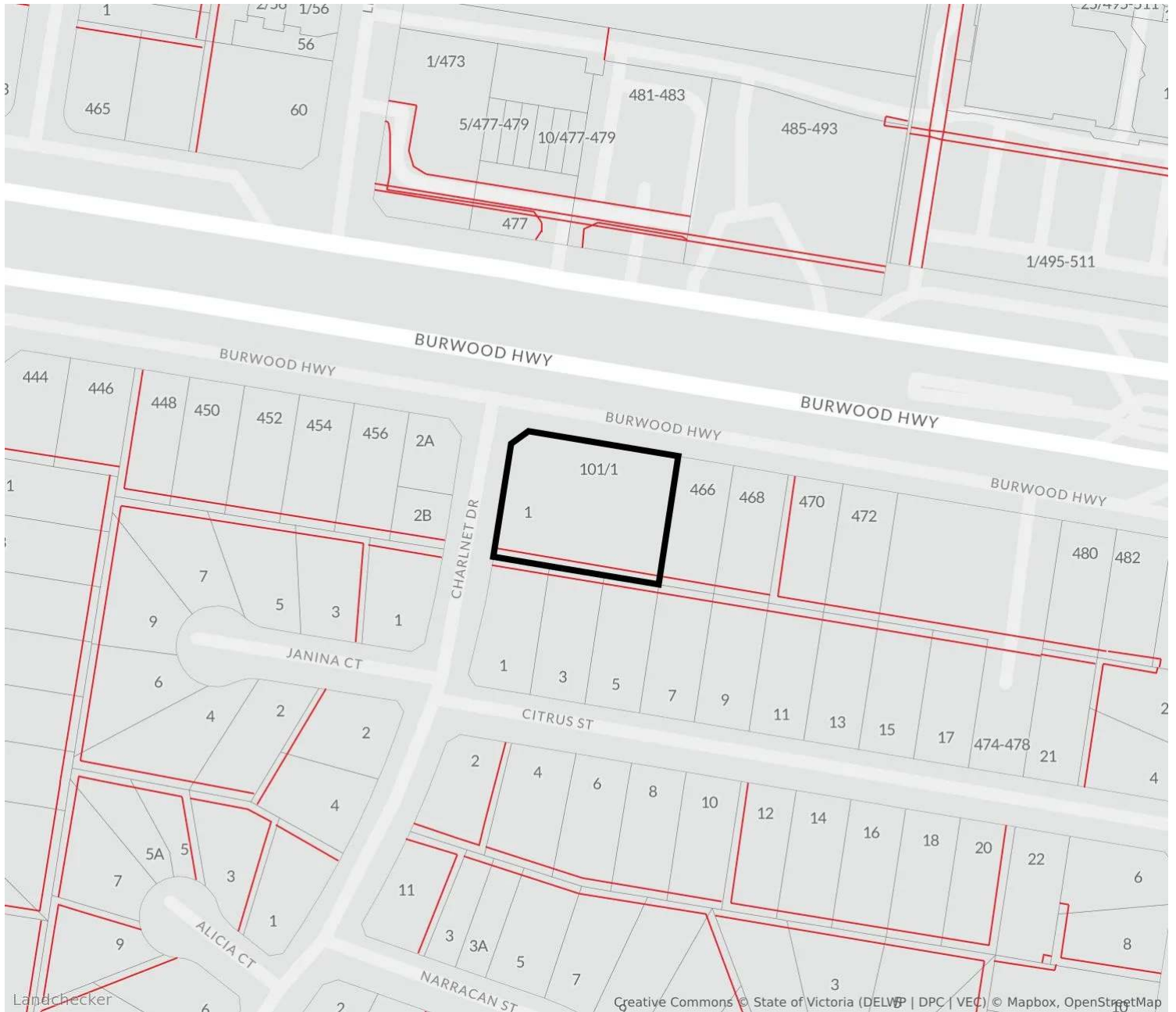
Bushfire Prone Area

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

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

EASEMENTS

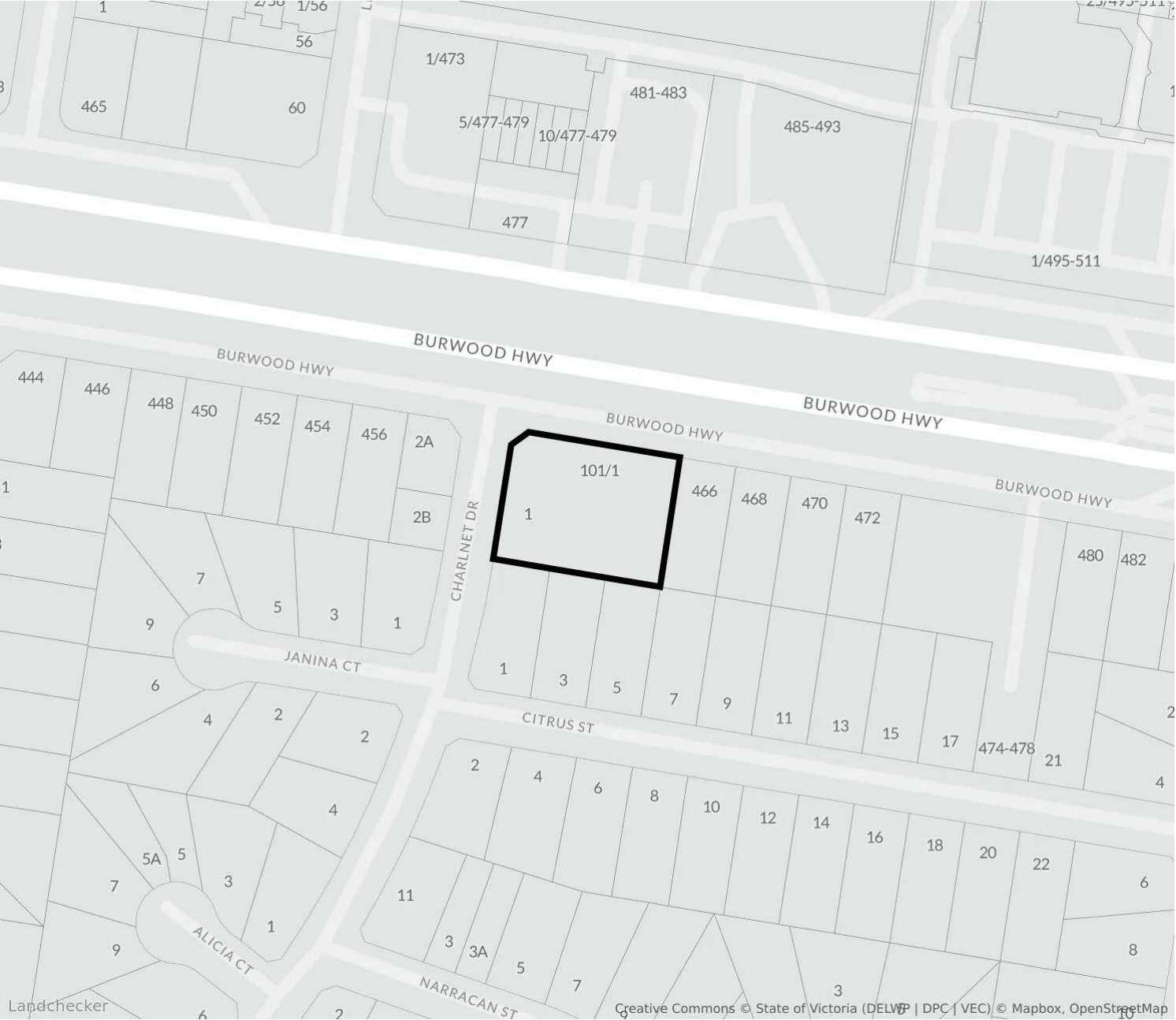
211/1 Charlnet Drive, Vermont South Vic 3133



Easements

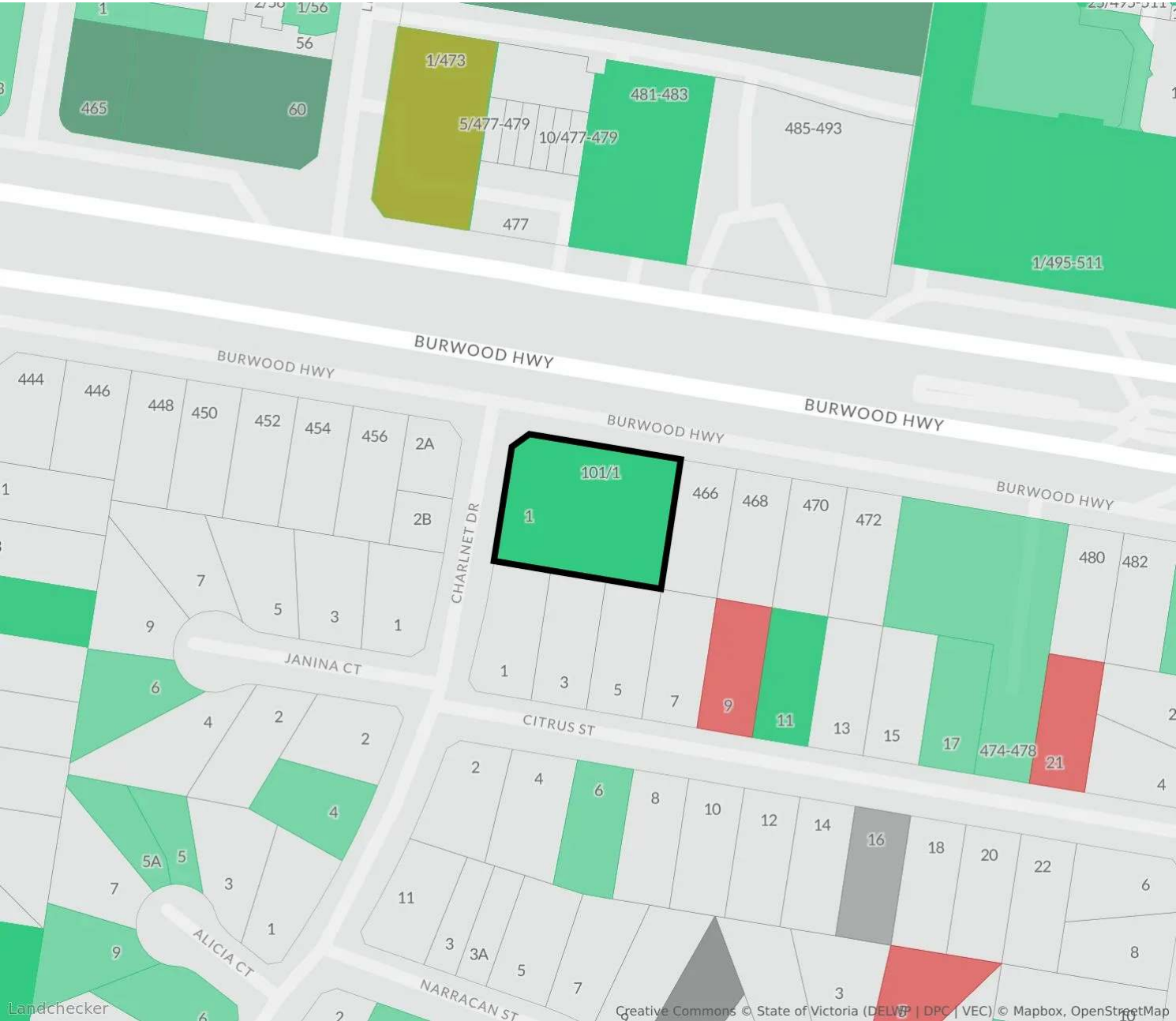
The easement displayed is indicative only and may represent a subset of the total easements.

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



Status	Code	Date	Description
APPROVED	686/2018	27/03/2018	Stage 2 - construction of apartments - completion of works.
APPROVED	2725/2016	20/12/2017	Demolition of a single storey detached dwelling.
APPROVED	116/2016	28/11/2017	Stage 1 - construction of apartments and basement carpark - civil works, retaining walls, basement retention and slab on ground.
APPROVED	2080/2017	19/10/2017	Demolition of existing building.
APPROVED	2726/2016	20/12/2016	Demolition of single storey detached dwelling.
APPROVED	94255/2003	10/10/2003	Alts to dwelling.
APPROVED	88808/2001	20/08/2001	Dwelling alts.
OTHER	94035/2003		Dwelling alts.

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



Status	Code	Date	Address	Description
PENDING	WH/9999/877	Received 25/03/2025	<u>495 Burwood Highway, Vermont South</u>	Wh/2024/417.
PENDING	WH/2025/2	Received 06/01/2025	<u>490-500 Burwood Highway, Vermont South</u>	Clause 32.07-2 (rgz3) a permit is required to use land for the purpose of a retirement village (nested under accommodation. Clause 32.07-9 (rgz3) a permit is required to construct a building or construct or carry out works associated with a section 2 use (i.e. Retirement village). Clause 42.02-3 (vpo5) a permit is required to remove, destroy or lop vegetation included in incorporated document: statement of tree significance, 490-500 burwood highway, vermont south (whitehorse city council, june 2023). Clause 42.03-2 (slo10) a permit is required to remove, destroy or lop a tree. Clause 43.01 (ho23) a permit is required to construct a building or construct or carry out works, externally alter a building by structural work, rendering or sandblasting or in any other way and construct or display a sign. Clause 43.02-2 (ddo6) a permit is

Status	Code	Date	Address	Description
				required to construct a building or construct or carry out works and construct a fence along the frontage to burwood highway. Clause 52.17-1 (native vegetation) a permit is required to remove, destroy or lop native vegetation, including dead native vegetation. Clause 52.29-2 (land adjacent to the principal road network) a permit is required to alter access to a road in a trz2.
APPROVED	WH/2025/188	17/04/2025	<u>490-500 Burwood Highway, Vermont South</u>	Hoarding signage.
APPROVED	208/2025	16/04/2025	<u>490-500 Burwood Highway, Vermont South</u>	Demolition of existing buildings on site while retaining administration building (existing heritage building a) - former australian road research board (arrb).
APPROVED	WH/2024/249	24/02/2025	<u>440 Burwood Highway, Vermont South</u>	Construction of an apartment building and removal of trees.
APPROVED	WH/2024/609	27/11/2024	<u>490-500 Burwood Highway, Vermont South</u>	Demolition of buildings on land under heritage overlay.
APPROVED	1718/2024	25/10/2024	<u>490-500 Burwood Highway, Vermont South</u>	External hoarding installation.
REJECTED	WH/2024/779	10/10/2024	<u>21 Citrus Street, Vermont South</u>	Removal of one (1) tree pursuant to the significant landscape overlay, schedule 9.
APPROVED	1597/2024	01/10/2024	<u>495 Burwood Highway, Vermont South</u>	Stage 2 - alteration to existing commercial tenancy - balance of works.
APPROVED	WH/2024/650	30/09/2024	<u>490-500 Burwood Highway, Vermont South</u>	Removal of powerline easement e-1.
APPROVED	WH/2024/417	29/08/2024	<u>495 Burwood Highway, Vermont South</u>	Development and display of illuminated and non-illuminated business identification signage.
APPROVED	WH/2024/418	07/08/2024	<u>495a Burwood Highway, Vermont South</u>	Construction of a business identification sign.
APPROVED	783/2024	30/05/2024	<u>41-51 Weeden Drive, Vermont South</u>	Construction of shade sail.
OTHER	WH/2024/336	20/05/2024	<u>495 Burwood Highway, Vermont South</u>	To undertake works for flue additions to the building.
APPROVED	591/2024	24/04/2024	<u>495 Burwood Highway, Vermont South</u>	Stage 1 - alteration to existing commercial tenancy - internal non-structural alteration to existing commercial tenancy (excluding all external building work & installation of any new mechanical ventilation system).
APPROVED	1475/2023	02/10/2023	<u>484 Burwood Highway, Vermont South</u>	Reconstruction of medical clinic.
APPROVED	1147/2023	10/07/2023	<u>41-51 Weeden Drive, Vermont South</u>	Stage 4 - weeden heights primary school redevelopment - structural, landscape & civil amendments.
APPROVED	1052/2023	26/06/2023	<u>41-51 Weeden Drive, Vermont South</u>	Stage 3 - weeden heights primary school redevelopment - updated structural footings & structural drawings due to latent asbestos removal.
APPROVED	528/2023	08/05/2023	<u>12 Minerva Crescent, Vermont South</u>	Construction of double storey dwelling, garage & retaining wall.
REJECTED	WH/2023/36	11/04/2023	<u>9 Citrus Street, Vermont South</u>	Removal of three (3) trees in the significant landscape overlay, schedule 9.
APPROVED	306/2023	20/03/2023	<u>490-500 Burwood Highway, Vermont South</u>	Installation of smoke detection system.
APPROVED	WH/2022/1061	20/03/2023	<u>Shop 11/495-511 Burwood Highway, Vermont South</u> <u>509b Burwood Highway, Vermont South</u>	Use of the land for the sale and consumption of liquor on-premises(including byo) in association with the existing japanese restaurant.

Status	Code	Date	Address	Description
APPROVED	183/2023	09/02/2023	41-51 Weeden Drive, Vermont South	Construction of shade sail.
APPROVED	110/2023	31/01/2023	481-483 Burwood Highway, Vermont South	Alterations to existing mcdonald's restaurant.
APPROVED	2067/2022	19/12/2022	41-51 Weeden Drive, Vermont South	Stage 2 - weeden heights primary school redevelopment - booster & fire pump works.
APPROVED	1051/2023	30/11/2022	41-51 Weeden Drive, Vermont South	Stage 1 - weeden heights primary school redevelopment - all works excluding hydrant booster & fire pump.
OTHER	WH/2021/1137	28/11/2022	495 Burwood Highway, Vermont South	Buildings and works associated with development of a three-storey building comprising an as of right office and restaurant premises, a reduction in the car parking requirements and the alteration of access to a transport zone 2 road.
APPROVED	1993/2022	12/10/2022	490-500 Burwood Highway, Vermont South	Stage 2 - installation of fire hydrant system.
APPROVED	1775/2022	19/09/2022	12 Minerva Crescent, Vermont South	Demolition of dwelling, carport and shed.
REJECTED	WH/2020/1256	05/09/2022	440 Burwood Highway, Vermont South	Construction of 10 x triple storey and 2 x four storey dwellings and associated tree removal.
APPROVED	1563/2022	22/08/2022	41-51 Weeden Drive, Vermont South	Construction of shed.
APPROVED	1565/2022	22/08/2022	41-51 Weeden Drive, Vermont South	Construction of storage shed.
APPROVED	WH/2016/1106/A	22/08/2022	Shop 1/473 Burwood Highway, Vermont South 481-483 Burwood Highway, Vermont South	Amendments to plans for permit wh/2016/1106 (issued for buildings and works associated with the existing drive thru facility including the display of electronic signage) to include alterations for additional drive thru lane, removal of carparking spaces, building extension and alterations to signage.
APPROVED	2267/2021	16/06/2022	2 Cavill Court, Vermont South 2a Cavill Court, Vermont South	Stage 1 - construction of two double storey townhouses excluding shed to unit 2.
APPROVED	2370/2021	03/12/2021	2a Cavill Court, Vermont South 2 Cavill Court, Vermont South	Demolition of dwelling, garage, shed & pergola.
APPROVED	1203/2021	18/10/2021	4 Charlnet Drive, Vermont South	Construction of side fence forming part of swimming pool safety barrier.
APPROVED	868/2021	08/10/2021	490-500 Burwood Highway, Vermont South	Stage 1 - building notice resolution & fire rectification to building a - internal - structural props & stabilization.
APPROVED	2023/2021	27/09/2021	6 Janina Court, Vermont South	Extension/alteration - verandah.
OTHER	101566/2006		485-493 Burwood Highway, Vermont South	Cooling tower replacement.
OTHER	101996/2007		495-511 Burwood Highway, Vermont South 495-511 Burwood Highway, Vermont South	Coles vermont south shopping centre alts - duplicate entry, please ignore.
OTHER	106059/2008		Shop 1/495-511 Burwood Highway, Vermont South Shop 1/495-511 Burwood Highway, Vermont South	Additions to ramp.
OTHER	149/2020		503 Burwood Highway, Vermont South	Alteration to tenancy.
OTHER	2123/2024		490-500 Burwood Highway, Vermont South	New building - residential development (independent living apartments).

Status	Code	Date	Address	Description
OTHER	2276/2020		<u>495 Burwood Highway, Vermont South</u>	Fit-out of salon.
OTHER	544/2022		<u>515 Burwood Highway, Vermont South</u>	Internal alterations to existing dwelling & construction of deck.
OTHER	88560/2001		<u>448 Burwood Highway, Vermont South</u>	Demolition of a dwelling.
OTHER	91793/2002		<u>10 Citrus Street, Vermont South</u>	Construction of verandah.
OTHER	94035/2003		<u>207/1 Charlnet Drive, Vermont South</u> <u>205/1 Charlnet Drive, Vermont South</u> <u>1 Charlnet Drive, Vermont South</u> <u>1 Charlnet Drive, Vermont South</u> <u>102/1 Charlnet Drive, Vermont South</u> <u>104/1 Charlnet Drive, Vermont South</u> <u>105/1 Charlnet Drive, Vermont South</u> <u>106/1 Charlnet Drive, Vermont South</u> <u>109/1 Charlnet Drive, Vermont South</u> <u>112/1 Charlnet Drive, Vermont South</u>	Dwelling alts.
OTHER	97977/2005		<u>495 Burwood Highway, Vermont South</u>	Internal fitout - han palace.
OTHER	WH/2024/417/A		<u>495 Burwood Highway, Vermont South</u>	Development and display of illuminated and non-illuminated business identification signage including buildings and works.

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

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed,

which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

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