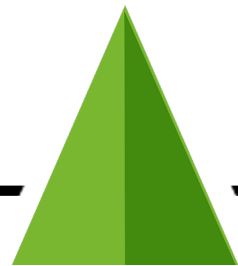




No Thi Xuan Tran

CONTRACT OF SALE

Unit 504, 21 Plenty Road, Bundoora VIC 3083



CONTRACT OF SALE OF REAL ESTATE

Property address: Unit 504, 21 Plenty Road, Bundoora VIC 3083

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

The terms of this contract are contained in the:

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. 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/...../20.....

Print name(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)

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

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

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

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

IMPORTANT NOTICE TO PURCHAERS

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 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Stone Real Estate - Whittlesea
Address: Shop 1/75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: +61 (3) 9716 2000 Mob: 0405 140 704 Fax: _____ Ref: Dean Zammit

VENDOR

Name: No Thi Xuan Tran
Address: 504/21 Plenty Road, Bundoora VIC 3083

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: LEAD Conveyancing
Address: Level 5, Suite 7, 454 Collins Street, Melbourne VIC 3000
Email: lynn.hii@leadconveyancing.com.au
Tel: 0480 001 618 Mob: _____ Fax: _____ Ref: M-LH-TRA16-76211

PURCHASER

Name: The Senior Master of the Supreme Court of Victoria
Address: Level 5, 469 La Trobe Street, Melbourne VIC 3000

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: HDME Lawyers
Address: Level 1, 600 St Kilda Road, Melbourne VIC 3004
Email: kathryn.farrington@hdmelawyers.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: Kathryn Farrington

LAND (general conditions 3 and 9)

The land is –
described in the table below –

| | | |
|--------------------------------|-----------|-----------|
| Certificate of Title reference | being lot | on plan |
| Volume 12189 Folio 905 | Lot 504 | PS742797M |

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: Unit 504, 21 Plenty Road, Bundoora VIC 3083

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, window furnishings, light fittings, fixtures and fittings as inspected.

PAYMENT (general condition 11)

Price: \$ 335,000.00
Deposit: \$ 33,500.00 by/...../..... of which \$.....has been paid
Balance: \$ 301,500.00

GST (general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box

If this is a sale of a 'farming business' is carried on which the parties consider meets requirements of section 38-400 of the GST Act or of a "going concern" then add the words 'farming business' or 'going concern' in this box.

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

SETTLEMENT (general condition 10)

is due on 60 days after the contract date or earlier by mutual agreement.

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

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

LEASE (general condition 1.1)

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

TERMS CONTRACT (general condition 23)

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

LOAN (special condition 21)

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

Lender: (or another lender chosen by the purchaser)

Loan Amount: \$..... Approval date:/...../20.....

SPECIAL CONDITIONS

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

Note: It is recommended that when adding special conditions:

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

If the contract is subject to 'special conditions' then particulars of the Special Conditions are:

See attached.

GENERAL CONDITIONS

Part 2 being Form 2 prescribed by the former Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.

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

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate formerly prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. Identity of the land

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

3.2 The purchaser may not:

- (a) make any objection or claim any compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

7.2 For the purposes of enabling the purchaser to search the 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purpose specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the security interest in respect of the property; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at 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.
- 7.5 Subject to general condition 7.6, 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 predominately 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 purpose of section 47(1) of the *Personal Property Securities Act* (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.
- 7.6 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 7.5 if –
- (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring 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.
- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.
- 8 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.
- 9. General law land**
- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, the vendor's legal practitioner or conveyancer; or
- (b) in accordance with the written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either –
 - (i) there are no debts secured against the property;
- or

- (ii) if there are any debts, the total amount of those debts 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.

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land 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.

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by –
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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*.
- 17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyance for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyance:
 - (a) personally; or
 - (b) by pre-paid post; or

- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

24. Loss or damage before settlement

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

25. Breach

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

DEFAULT

26. Interest

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

27. Default Notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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.

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS

1. Interpretation and Definitions

1.1 GENERAL CONDITIONS

- (a) The special conditions will take priority over any General Conditions of this Contract of Sale to the extent of any inconsistency.
- (b) General Condition 12.4 is added:
“Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962 (Vic)* 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.”
- (c) General Condition 2.1 is amended by adding the phrase “prior to the revocation of the *Estate Agents (Contracts) Regulations 2008 (Vic)* on 11 August 2018” at the end of the general condition; and
- (d) General Conditions 18, 24.4 – 24.6 are deleted from this contract.

1.2 DEFINITIONS

In this Contract of Sale except where inconsistent with the context or subject matter:

Authority means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.

Bank means a financial lending institution that the Purchaser is obtaining finance from for the purpose of completing this Contract of Sale.

Bank Guarantee means a bank guarantee from a Bank which is irrevocable and unconditional, has no expiry date, is drawn in favour of the Vendor’s solicitor office, secures the Deposit, entitles the Vendor’s solicitor to call on the guarantee in accordance with the Contract and contains terms that are satisfactory to the Vendor acting reasonably.

Business Day means any day which is not a Saturday, Sunday or a public holiday in the State of Victoria.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgement, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.

Deposit Bond means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit, issued by an issuer and in a form that is satisfactory to the Vendor acting reasonably, and with an expiry date that is no less than 45 days after the Settlement Date.

FIRB Approval means the approval of the Treasurer pursuant to the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

General Conditions means the condition set out in Form 2 in the Schedule to the former *Estate Agents (Contracts) Regulations 2008 (Vic)* as amended in this Contract of Sale.

Law means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise, and includes any law relating to or affecting the Property or its occupation, use or development.

Loss means any loss, damage (including death or injury) or Cost of any kind.

Outgoings means all outgoings relating to the Property including rates, taxes, assessments, owners corporation levies and land tax. Land tax will cease to be an adjustable Outgoings for all Contracts entered into from and on 1 January 2024.

OC Act means the *Owners Corporation Act 2006 (Vic)*.

Owners Corporation means an owners corporation established under the OC Act.

Particulars of Sale means the Particulars of Sale to which these Special Conditions are attached.

Property means the Land that is sold under this Contract of Sale.

Settlement means the date upon which title is accepted and the Price is paid.

Transfer means a registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.

Transferee means the Purchaser named under the Contract only.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which is attached to and forms a part of this Contract of Sale, otherwise referred to as a Section 32.

1.3 INTERPRETATION

In this Contract of Sale, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or attachment is a reference to the same in this Contract of Sale;
- (e) a reference to this Contract of Sale includes the General Conditions, Special Conditions, Schedules or Attachments;
- (f) heading are for convenience and do not affect interpretation;
- (g) a reference to "\$" or "dollar" is a reference to the Australian currency;
- (h) a reference to a time is a reference to the Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is appropriate;

- (i) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking action by novation) and permitted assigns;
- (j) words and expressions denoting natural persons include body corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (k) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification, re-enactment or replacement of the legislation; and
 - (ii) all legislation, statutory instruments and regulations issued under the legislation or provision;
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for preparation of the Contract of Sale or any part of it; and
- (m) terms described in the Particulars of Sale have the same meaning when used in this Contract.

2. Guarantee and Indemnity

2.1 CORPORATE PURCHASER TO PROVIDE GUARANTEE

- (a) Where the Purchaser is a corporation, the Purchaser must deliver to the Vendor on the Day of Sale a Guarantee in the form of the Schedule 1 annexed to this Contract of Sale executed by its sole director if it is a sole director corporation or two directors if it is a multi-director corporation.
- (b) Special Condition 2.1(a) does not apply to a corporation that is officially listed in the Australian Stock Exchange.
- (c) Failure by the Purchaser to provide a Guarantee in accordance with Special Condition 2.1(a) will give the Vendor the right to end this Contract immediately by written notice at any time before the Guarantee is provided. General Condition 27.1 (Default notice) and General Condition 28 (Default not remedied) do not apply to the Vendor's right to end this Contract of Sale under this special condition.

2.2 FOREIGN INVESTMENT REVIEW BOARD (FIRB)

- (a) The Purchaser warrants that FIRB Approval is not required by the Purchaser for the purchase of the Property, or that if it is required, the Purchaser has obtained that approval or will obtain that approval prior to Settlement.
- (b) The Purchaser indemnifies the Vendor from and against all Claims and Loss (including any consequential loss) which the Vendor may incur or become liable for as a consequence of the Purchaser breaching its warranty in Special Condition 2.2(a).
- (c) The Vendor may elect to serve notice on the Purchaser to end this Contract prior to Settlement if the Purchaser breached its warranty in Special Condition 2.2(a).
- (d) If this Contract is terminated under Special Condition 2.2(c), the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

2.3 SCOPE OF INDEMNITIES

- (a) Each indemnity contained in this Contract of Sale is separate and independent from the Purchaser's other obligations in this Contract of Sale and continues after the completion or termination of this Contract of Sale.
- (b) The Vendor is entitled to recover under an indemnity before incurring expenses.

3. Identity of the Property

3.1 PURCHASER'S ACKNOWLEDGEMENTS:

The Purchaser acknowledges that:

- (a) the Property as inspected by the Purchaser is identical with that described in the title particulars set out in the Particulars of Sale;
- (b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
- (c) improvements located on adjoining properties do not encroach on the Land; and
- (d) any improvements on the Land comply with all Laws.

3.2 PURCHASER'S RIGHTS

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to amend title, take any action or incur any Cost; or
- (c) delay Settlement, rescind or terminate this Contract of Sale

because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 3.

4. Restrictions

4.1 LAWS AFFECTING THE PROPERTY AND ITS USE

- (a) The Property is sold subject to all Laws affecting the Property, its use and development, including any planning permits and legislation, building legislation and regulations and owners corporation rules.
- (b) No Law or the failure of compliance with it constitutes a defect in the Vendor's title or affects the validity of this Contract.

4.2 ENCUMBRANCES

The Property is subject to the encumbrances detailed in or annexed to the Contract and Section 32.

~~4.3 PURCHASER'S RISK~~

~~The Purchaser is:~~

- ~~(a) is responsible for remedying, at its own Cost, any failure of the Property to comply with any Laws or encumbrances disclosed in the Contract and Section 32 affecting the Property;~~
- ~~and~~

~~(b) indemnifies the Vendor for all Claims and Loss which the Vendor may incur or become liable for as a result of the Purchaser's failure to remedy any such failure.~~

4.4 — NO REQUISITIONS

The Purchaser must not:

- ~~(a) make any requisition, objection or Claim;~~
- ~~(b) ask the Vendor to take any action or incur any Cost; or~~
- ~~(c) delay Settlement, or rescind or terminate this Contract of Sale,~~

~~because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 4.~~

5. Condition of the Property

- (a) The Property and any chattels including any improvements to it are sold in their present condition and subject to any defects and fair wear and tear.
- ~~(b) The Purchaser agrees that unless otherwise stated in this Contract, the Vendor may not be required to make any improvements to the Property prior to Settlement, including if the Goods become defective after the Day of Sale due to fair wear and tear.~~
- ~~(c) The Purchaser acknowledges that the Vendor is not required to make good and repair any minor damage that might be caused to the property due to the removal of Goods prior to Settlement. For the avoidance of doubt, any minor damage including cracks, holes, scratches, dents, scrapes and like surface damage are considered fair wear and tear pursuant to General Condition 24.2.~~
- ~~(d) The Purchaser acknowledges that the Vendor is only required to provide the Property to the Purchaser in a reasonably clean state on Settlement, free from all debris and Goods that are not included in the sale. Unless otherwise specified, the Purchaser will not require the Vendor to undertake or incur any costs in organising for any form of professional cleaning, carpet cleaning, lawn mowing, plant trimming or similar maintenance activities prior to Settlement.~~

6. Rights of Entry

- (a) The Purchaser's rights of entry under General Condition 21 (Notices) and General Condition 22 (Inspections) must be exercised at reasonable times and with prior approval of the Vendor.
- (b) Unless otherwise stated in this Contract, the Purchaser's rights of entry for inspection under General Condition 22 may only be exercised once prior to Settlement.

7. Nomination

- (a) The Purchaser agrees that it is entering into this Contract with the intention to take title on settlement as a Transferee under the Transfer and that it will not nominate the right to take title to another person and/or legal entity.
- (b) Any common law right that the Purchaser may have to nominate the right to take title is expressly excluded.

- (c) Where the Purchaser requests to nominate their right to take title to another person and/or legal entity despite Special Condition 7(a), the Purchaser agrees that it will be in default of this Contract of Sale, and the nomination can only occur with the Vendor's prior written consent to waive the restriction under this special condition, which may be exercised in its absolute discretion, subject to the Purchaser:
- (i) not already in default of any other provisions under this Contract of Sale when the nomination is requested;
 - (ii) make its nomination request in writing to the Vendor no less than 14 days before the Settlement Date;
 - (iii) deliver to the Vendor with the request of nomination, a Guarantee in accordance with Special Condition 2.1 if the nominee is a corporation as if the nominee was included as a Purchaser in the Contract of Sale;
 - (iv) pay the Vendor's legal costs of responding to the nomination agreed to be \$330 (excl GST) payable at Settlement by way of adjustments.

8. Paper Settlement

- 8.1 This Special Condition 8 only applies to the Contract of Sale if the transaction must be completed on a paper-based Transfer (**Paper Transfer**), due to the Purchaser's inability to settle the Transfer as an electronic transaction, which for the avoidance of doubt, is deemed a default of contract entitling the Vendor only to claim reasonable costs to cover the Vendor's expenses of undertaking a Paper Transfer.

8.2 PAPER TRANSFER

- (a) The Purchaser's legal practitioner or conveyancer must deliver the duly prepared and signed Paper Transfer to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.
- (b) The delivery of the Paper Transfer is not acceptance of title.
- (c) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 8.2, the Vendor may:
 - (i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the Paper Transfer; and
 - (ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.
- (d) The Purchaser acknowledges that processing of the Paper Transfer by the Vendor's legal practitioner or conveyancer is more cumbersome. Where the Paper Transfer is required due to the Purchaser's personal circumstances not to the fault of the Vendor, that the Purchaser will pay the Vendor's additional costs of \$249 (excl GST) at Settlement.

8.3 PAPER SETTLEMENT

- (a) Settlement for a Paper Transfer will occur at a physical venue and at a time in accordance with this Special Condition (**Paper Settlement**).
- (b) (**Time for Settlement**)

- (i) Settlement must take place between the hours of 10 am and 3 pm unless the parties agree otherwise.
 - (ii) Settlement after 3 pm on any day is deemed to take place on the next Business Day.
 - (iii) Subject to Special Condition 8.3(b)(i), the parties must use all reasonable endeavours to agree to a mutually acceptable time for Settlement to take place. If an agreement cannot be reached, the Vendor may nominate a time for Settlement by written notice to the Purchaser.
- (c) **(Place for Settlement)** Settlement will take place at any place as directed by the Vendor in their absolute discretion.
- (d) **(Documents for Settlement)** The Vendor must deliver to the Purchaser at Settlement all documents that is required to affect a transfer of title from the Vendor to the Purchaser upon payment of the Price including:
- (i) the Paper Transfer;
 - (ii) the certificate of title for the Land;
 - (iii) the discharge of mortgage, withdrawal of caveat and any registry instruments required to remove an encumbrance on the Land that would otherwise prevent the registration of a transfer of title.
- (e) For the avoidance of doubt, nothing in Special Condition 8.3(d) requires the Vendor to provide additional documents after Settlement is completed.

9. Electronic Settlement

- 9.1 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 special condition has priority over any other provision of this Contract to the extent of any inconsistency.
- 9.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 9 ceases to apply from when such a notice is given.
- 9.3 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*.
- 9.4 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.
- 9.5 This Special Condition 9.5 applies if there is more than one electronic lodgement network operator in respect of this transaction. In this Special Condition 9.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent of 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 the 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 the Purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the Purchaser, the Vendor must make the selection.

9.6 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.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible

if, after the locking of the Workspace at the nominated settlement time, settlement in accordance with Special Condition 9.6 has not occurred by 4 pm, or 6 pm if the nominated time for Settlement is after 4 pm.

9.8 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.

9.9 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.

10. Statement of Adjustments

10.1 DELIVERY OF THE STATEMENT OF ADJUSTMENT

- (a) The Purchaser's legal practitioner or conveyancer must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.
- (b) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 10.1(a), the Vendor may:
 - (i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the statement of adjustments; and
 - (ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.

10.2 LIABILITY FOR OUTGOINGS

The Vendor must pay all Outgoings required to be paid by the Vendor for the Property up to and including the Settlement Date. The Purchaser must pay all Outgoings required to be paid after the Settlement Date.

10.3 APPORTIONMENT OF OUTGOINGS

- (a) (**Billing cycle**) An apportionment of Outgoings must be made in respect of the period to which it relates.
- (b) (**Paid basis**) An Outgoing must be apportioned between the Vendor and Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid. All Outgoings incurred by the Vendor prior to Settlement, subject to the adjustments agreed to between the parties, must be paid in full by the Settlement Date.
- (c) (**Disregard personal statutory benefit**) Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.

~~10.4 OUTGOINGS WHICH HAVE NOT BEEN ASSESSED~~

~~If at Settlement, the amount of any Outgoings that has not been assessed or separately assessed by the relevant Authority:~~

- ~~(a) The Vendor may require the Purchaser to adjust at Settlement an amount which the Vendor acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period.~~
- ~~(b) The adjustments of the unassessed Outgoings will be made in accordance with Special Condition 10.3. As soon as possible after the assessment of the Outgoings are made, the parties must make any necessary re-adjustment between themselves.~~
- ~~(c) The Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that an Outgoing has not been assessed at Settlement.~~

11. Owners Corporation

- 11.1 This special condition will only apply if there is an Owners Corporation registered on the title of the Property, which includes any body corporate which is deemed to be an Owners Corporation pursuant to clause 3 of Schedule 2 of the *Owners Corporation Act 2006 (Vic) (OC Act)*.
- 11.2 Fees set by the Owners Corporation pursuant to section 23 of the OC Act for the recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation will be adjusted between the Vendor and Purchaser in accordance with Special Condition 10.3.
- 11.3 Fees set by the Owners Corporation pursuant to section 24 of the OC Act for any special levies and charges that:
- ~~(a) were levied and disclosed to the Purchaser before the Day of Sale but remains unpaid; or~~
 - (b) are levied after the Day of Sale
- must be borne by the Purchaser in full and will not be adjusted in accordance with Special Condition 10.3.
- ~~11.4 For the avoidance of doubt, Special Condition 11.3 applies even if the Vendor has elected to pay for the special levies prior to Settlement Date.~~

12. Foreign Resident Capital Gains Withholding (FRCGW)

- 12.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 12.2 Every Vendor under this contract is a foreign resident for the purposes of this special 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.
- 12.3 The remaining provisions of this Special Condition 12 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 Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 12.4 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.
- 12.5 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 special condition; and

- (b) ensure that the representative does so.
- 12.6 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 special 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 special 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.
- 12.7 The representative is taken to have complied with the requirements of Special Condition 12.6 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.
- 12.8 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.
- 12.9 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.
- 12.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

13. GST Withholding

- 13.1 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 special condition unless the context requires otherwise. Words and expressions shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 13.2 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 of 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.
- 13.3 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 18 and Special Condition 7 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.

- 13.4 This special condition applies 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 special condition is to be taken as relieving the Vendor from compliance with section 14-255.
- 13.5 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.
- 13.6 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 special condition; and
 - (b) ensure that the representative does so.
- 13.7 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 special 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 special 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.
- 13.8 The representative is taken to have complied with the requirements of Special Condition 13.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 13.9 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 Special Condition 13.9, 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 include particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

13.10 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 of 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.

13.11 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.

13.12 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 Special Condition 13.11; 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.

14. Notice

14.1 METHOD OF SERVICE

Any demand or notice given by any party under, or in connection with, this Contract of Sale must be given or received by the legal practitioner or conveyancer for that party and must be:

- (a) in writing; and

- (b) hand delivered, sent by prepaid post or transmitted by email to the recipient's address as detailed in the Particulars of Sale (or as varied by notice).

14.2 RECEIPT

A notice given in accordance with this special condition is taken to have been validly served:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post:
 - (i) within Australia, on the date that is two (2) Business Days after the date of posting;
or
 - (ii) to or from a place outside of Australia, on the date that is seven (7) Business Days after the date of posting.
- (c) if transmitted by email, on transmission;

but if the delivery or transmission is not on a Business Day or is after 5 pm on a Business Day, the notice is taken to be received no earlier than 9 am on the next Business Day.

15. Whole Contract

15.1 ENTIRE AGREEMENT

This Contract of Sale forms the entire agreement between the parties in relation to the Property and its purchase.

15.2 CONDITIONS NOT IN THE CONTRACT OF SALE

Any promise, condition, representation, information or warranty relating to or leading up to the Day of Sale provide or made by, or on behalf of the Vendor which is not expressly set out in this Contract of Sale is expressly negated and withdrawn.

16. Waiver

16.1 FAILURE TO EXERCISE POWER OR RIGHT

- (a) The failure, delay or omission by the Vendor to exercise any power or right under this Contract of Sale does not operate as a waiver of that power or right.
- (b) The single or partial exercise by the Vendor of any power or right under this Contract does not preclude any other or future exercise of that, or any other power or right, under this Contract of Sale.

16.2 NO WAIVER OF THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations under this Contract of Sale are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the Vendor to the Purchaser, or by any acceptance by the Vendor or payments tendered by the Purchaser otherwise than in accordance with this Contract of Sale.

16.3 WAIVER TO BE IN WRITING

Waiver of any power or right under this Contract of Sale:

- (a) must be in writing by the party or their legal practitioner or conveyancer entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

17. Default and Rescission

~~17.1 DEFAULT INTEREST~~

- ~~(a) If the Purchaser fails to pay an amount payable under this Contract of Sale on the due date for payment, the Purchaser must pay on demand interest on the amount unpaid at the rate that is 8% higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.~~
- ~~(b) Interest payable under Special Condition 17.1(a):~~
 - ~~(i) accrues on a daily basis and includes the due date for payment up to and including the actual date of payment; and~~
 - ~~(ii) exclusive of any Costs that may be claimed by the Vendor under Special Condition 17.2.~~

~~17.2 DEFAULT COSTS~~

~~If the Purchaser breaches this Contract of Sale, the Purchaser must in addition to any of the Purchaser's other liabilities under this Contract, and without the right to claim any offset, pay or reimburse the Vendor on demand all Costs which the Vendor may incur or may become liable for as a result of the breach including but not limited to:~~

- ~~(a) interest, penalties, fees, charges and discount fees payable by the Vendor to a mortgagee or chargee of the Property;~~
- ~~(b) penalties and other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property including the Cost of any bridging finance, interest, penalties, fees, charges and other expenses;~~
- ~~(c) the Vendor's proper legal costs of \$440 (excl GST) and disbursements for each and every default;~~
- ~~(d) the Vendor's proper legal costs of preparation and service of each and every notice of default under General Condition 27 in the sum of \$550 (excl GST);~~
- ~~(e) any Costs associated with rescheduling Settlement in the sum of \$199 (excl GST);~~
- ~~(f) the Vendor's Costs of accommodation and removalist including storage of goods.~~

~~17.3 NOTIFICATION OF STAKEHOLDER~~

~~The party ending this Contract of Sale must notify the stakeholder holding the Deposit and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract of Sale. The Vendor and the Purchaser appoint each other as their lawful attorney for this purpose and absolve the stakeholder from any liability when complying with such notice.~~

18. General

18.1 SEVERABILITY

Any provisions of this Contract that is illegal or unenforceable must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract of Sale.

18.2 NON-MERGER

The conditions of this Contract of Sale that can take effect after the Settlement Date will continue to be in force as long as necessary to give effect to it.

18.3 ACT IN GOOD FAITH

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to the terms of this Contract of Sale in good faith, including but not limited to the execution of documents and taking any actions reasonably required to comply with the terms of this Contract of Sale in a timely manner.

19. Deposit

19.1 CASH DEPOSIT

Payment of the Deposit must be made by way of a cheque drawn on an authorised deposit-taking institution or by electronic funds transfer to the stakeholder under the Contract. Unless otherwise agreed by the parties, the Deposit may not be paid in the form of cash.

19.2 NON-CASH DEPOSIT

- (a) The Deposit under the Contract of Sale may be paid wholly or partly by way of Deposit Bond or Bank Guarantee (**Bond**) but only with the Vendor's prior written approval.
- (b) The Bond must be in a form that is satisfactory to the Vendor and must have an expiry date of at least 45 days after the Settlement Date.
- (c) The Bond must be delivered to the Vendor's estate agent, legal practitioner or conveyancer in its original form within seven (7) days after the Day of Sale.
- (d) Where Settlement is extended, resulting in the Bond expiring on a date that is within 45 days after the original Settlement Date, the Purchaser must at its own cost and prior to the expiry of the Bond deliver a replacement on the same terms and conditions to the Vendor or make payment of the Deposit in the form of cash by way of cheque or electronic funds transfer in accordance with Special Condition 19.1.
- (e) Where a Bond is used as Deposit, the Purchaser must pay the full amount secured by the Bond to the Vendor as the Vendor's legal practitioner or conveyancer may direct on Settlement.
- (f) Where the full amount secured by the Bond is paid by the Purchaser in the form of cash pursuant to Special Condition 19.2(d) or (e), the Vendor must return the Bond in its original form to the Purchaser within a reasonable time thereafter.
- (g) The Vendor may claim on the Bond without prior notice if the Purchaser defaults under this Contract or repudiates this Contract or if this Contract comes to an end for any reason.

(h) This special condition is subject to General Condition 11.2.

19.2 PAYMENT OF DEPOSIT ON TIME

- (a) The Purchaser acknowledges and agree that payment of the Deposit in full and on time by 5 pm on the due date is an essential term of the Contract of Sale.
- (b) Failure to comply with this special condition is a breach of Contract under General Condition 25 and entitles the Vendor to serve written notice on the Purchaser to terminate the Contract at any time after the due date but before full payment is made by the Purchaser in accordance with Special Condition 19.1.
- (c) The 14 days' notice timeframe referred to in General Condition 27.2 does not apply to any default and termination notice served due to the Purchaser's failure to comply with this special condition.

20. Christmas and New Year

- 20.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year.
- 20.2 Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 20.1.
- 20.3 The notice period for any Default Notice served prior to 20 December in any calendar year will not include the dates between 20 December to 15 January of the following year inclusive. Time will resume from 16 January onwards.
- 20.4 Neither party may make any objection, requisition or Claim for any compensation in respect of any matter referred to in this Special Condition 20.

21. Subject to finance

- 21.1 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.
- 21.2 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 on 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.
- 21.3 For the purpose of this special condition, "written evidence of rejection or non-approval of the loan" means a letter on a Bank's letterhead referencing the Purchaser's full name confirming that a loan application was submitted but was denied. Any letter in support by a mortgage broker will not be sufficient.

- 21.4 All money must be immediately refunded to the purchaser if the contract is ended under this special condition.

22. Contract variations

- 22.1 The Purchaser acknowledges and agrees that once the contract has been fully signed by the parties, all key dates of the contract constitute essential terms and no variations can be made unless it is made in writing by exchange of letters between the parties' legal representatives.
- 22.2 If the Purchaser requests for any variations to the contract after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of \$149 (excl GST) for each and every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the contract.

23. Digital duties forms

- 23.1 Definitions and interpretation

In this Special Condition 23:

DDF means the online form called "Digital Duties Form" generated from the SRO website related to the settlement of this contract;

Due Date means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full;

SRO means the State Revenue of Victoria; and

SRO Settlement Statement means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

- 23.2 The Vendor's legal practitioner must initial a DDF and send the invitation to the Purchaser's legal practitioner to complete those parts of the DDF which are to be completed by the Purchaser prior to settlement.
- 23.3 The Purchaser's legal practitioner must use all reasonable efforts to ensure that the DDF is completed and made ready for signing no later than three (3) business days prior to settlement so that the Vendor's legal practitioner will have sufficient time to obtain the Vendor's signature on the DDF for the purpose of settlement.
- 23.4 If the Purchaser's legal practitioner fails to comply with Special Condition 23.3, the Vendor or Vendor's legal practitioner will have the right to delay settlement for up to three (3) business days to provide enough time to the Vendor to review and sign the DDF, during which time the Purchaser will be considered to be in default under the contract and the Vendor may recover penalty and costs in accordance with the terms of this contract.

24. Subject to lease

- 24.1 This special condition applies only if the contract is made subject to lease and a copy of the lease agreement is included in the section 32 statement (**Lease**).

- 24.2 Until full payment of the Purchase Price is received, the Vendor may in the ordinary course of business, take proceedings in respect of the Lease to secure payment of any outstanding monies and do all things which may be necessary or ancillary to the proper management of the land.
- 24.3 The Purchaser acknowledges and agrees that it will perform all the obligations of the Landlord under the Lease after the Settlement Date, and will indemnify the Vendor from all damages, costs, expenses, and liabilities resulting from any breach of terms in the Lease agreement.
- 24.4 If the Lease agreement provides that rates, taxes and outgoings (**Outgoings**) are payable by the tenant, either to the Vendor or to any assessing authority, the Vendor shall not be called upon to pay any such Outgoings on settlement unless the Vendor has received the necessary payments from the tenant.
- 24.5 Notwithstanding section 141(1) of the *Property Law Act 1958 (Vic)*, the Vendor retains all rights to recover rent and Outgoings which relate to any period prior to the settlement date and to the extent such retention is ineffective, the Purchaser must at the request and expense of the Vendor, exercise its rights under section 141(2) of the said Act for the benefit of the Vendor.
- 24.6 Save for production and enclosure of the Lease, the Vendor is not required to provide any other documents relating to the Lease prior to or at Settlement. The Purchaser must rely on its own due diligence in relation to the Lease.

25. COVID-19 pandemic

- 25.1 The parties agree that should the Australian or Victorian Governments require the parties to be quarantined or to be in self-isolation due to the outbreak of the COVID-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's legal practitioner or conveyancer in writing of the period of the quarantine or self-isolation, as soon as practicable. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 25.2 For the benefit of both parties to this transaction, should either party:
- (a) contract the COVID-19 virus;
 - (b) be placed in quarantine or isolation in the property;
 - (c) be directed to quarantine or self-isolate in the property; or
 - (d) need to care for an immediate member of their household or family in the property who is directly affected by Special Condition 25.2(a) – (c),

then the parties agree that the following provisions shall apply:

- (e) the other party cannot issue a Notice of Default on the party affected by the circumstances outlined in Special Condition 25.2(a) – (d) until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
- (f) the party seeking the benefit of this clause must provide suitable documentation as evidence of the need for isolation immediately upon diagnosis;

- (g) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;
- (h) if the Vendor is the party seeking the benefit of this clause, he must:
 - (i) do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion;
 - (ii) thoroughly disinfect the property including but not limited to vacuuming carpets, cleaning air-conditioning filters, using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

24.3 For the benefit of both parties to this transaction, should the Australian or Victorian Governments issue any form of mandate that causes a delay to the due and timely performance of any provisions of this contract, whether it is an essential or non-essential term, the party that is delayed will be entitled to seek an extension without penalty and cost to the due date for performance of such provisions, but only after having exercised all reasonable efforts to complete their obligations via alternative means, to which the other party not affected cannot unreasonably withhold consent.

26. Building report

- 26.1 The Senior Master may end this contract within 14 days after the Day of Sale if the Senior Master:
 - (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.
- 26.2 All money paid must be immediately refunded to the Senior Master if the Contract ends in accordance with this special condition.
- 26.3 A notice under this special 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.
- 26.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

27. Pest report

- 27.1 The Senior Master may end this contract within 14 days after the Day of Sale if the Senior Master:
 - (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;
 - (b) gives the Vendor a copy of the report and a written notice ending this Contract; and
 - (c) is not then in default.
- 27.2 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.
- 27.3 A notice under this special 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.

~~27.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.~~

28. Swimming pool or spa

- 28.1. This special condition applies only if there is a swimming pool or spa on the Land as defined by the *Building Regulations 2018* (Vic).
- 28.2. The Vendor makes no representation as to any swimming pool or spa as to its compliance or otherwise with the *Building Regulations 2018* (Vic) or any other related regulations that may exist from time to time.
- 28.3. The Purchaser acknowledges that the Purchaser has performed its own due diligence on any swimming pool or spa and accept the condition of the same "as is, where is". The Purchaser will not raise any requisition, objection, demand, claim for compensation from the Vendor, delay settlement or terminate the Contract due to any matters related to any swimming pool or spa on the Land, including the registration and compliance or otherwise of the swimming pool or spa.
- 28.4. For the avoidance of doubt, the Purchaser is responsible for any notice, order, demand, or levy imposing liability on the property that is issued or made on or after the Day of Sale that relates to the swimming pool or spa on the Land, including the costs of arranging for registration, and/or compliance after Settlement as appropriate. This special condition will not merge on settlement.

29. Error in adjustments

- 29.1. Both parties agree that if there are any errors to the Statement of Adjustments not discovered prior to Settlement, that both parties exercise all reasonable efforts after Settlement to respond to the other parties' requests in relation to any corrections that may be required.
- 29.2. This special condition does not merge on Settlement.

30. Auction Contract

If the Property is sold by public auction, the provisions of this special condition shall apply:

- (a) subject to the reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser;
- (b) the auctioneer may refuse any bid, but no bid may be retracted;
- (c) the auctioneer may withdraw the Property from sale at any time;
- (d) if any dispute arises concerning any bid the auctioneer must at his option either decide whose was the last bid or submit the Property again at the last undisputed bid;
- (e) the auctioneer may determine the maximum or minimum amount by which the bidding may be advanced;
- (f) the auctioneer may refer the bid to the Vendor at any time before the conclusion of the auction;
- (g) the Vendor reserves the right to:
 - (i) bid personally or by an agent provided that such bid is fully disclosed as being a 'vendor's bid'; and

- (ii) withdraw the Property at any time before it is actually sold without disclosing the reserve price;
- (h) the successful bidder must immediately sign the Contract of Sale on fall of the hammer. If the successful bidder fails to do so within 15 minutes after fall of the hammer, the Vendor may, without prejudice to the Vendor's rights against the successful bidder, re-offer the Property for sale to any other person; and
- (i) if a reserve price has been set for the Property, and the Property is passed in below that reserve price, the Vendor will negotiate with the highest bidder.

31. Senior Master

- 31.1. The Senior Master is purchasing the property pursuant to their power under Rule 79.08 of the Supreme Court (General Civil Procedure) Rules 2015 for the benefit of Danielle Mann.
- 31.2. This Contract is subject to and conditional upon the further written approval of the Senior Master of the Supreme Court of Victoria [the Senior Master] to the conditions set out in this Contract within 14 days from the Contract date. In the event that the Senior Master does not provide their written approval to the purchase of the property in the terms and conditions set out in this Contract within 14 days from the Contract date then all monies paid under this Contract shall be refunded to the Senior Master in full and this Contract shall be at an end.

32 BUILDING REPORT

1. This general condition only applies if the applicable box in the particulars of sale is checked.
2. The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - i. 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;
 - ii. gives the vendor a copy of the report and a written notice ending this contract; and
 - iii. is not then in default.
3. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
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.
5. The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

33 PEST REPORT

- a. This general condition only applies if the applicable box in the particulars of sale is checked.
- b. The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - i. 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;
 - ii. gives the vendor a copy of the report and a written notice ending this contract; and
 - iii. is not then in default.
- c. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- d. 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.
- e. The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

SCHEDULE 1

1 The Guarantors

The Guarantee is entered into by:

Name of first Guarantor (print)

Name of second Guarantor (print)

Address of first Guarantor (print)

Name of second Guarantor (print)

(Guarantors)

2 Guarantee and indemnity

IN CONSIDERATION of the Vendor selling to the Purchaser at their request the Property for the Price and upon the terms and conditions of this Contract of Sale for themselves and their respective executors and administrators, the Guarantors, **JOINTLY AND SEVERALLY**:

- (a) guarantee to the Vendor the due and punctual payment, performance and observance by the Purchaser of all its liabilities and obligations to the Vendor under or in connection with the Contract of Sale whether monetary or non-monetary, present or future, actual or contingent ("**Guaranteed Obligations**").
- (b) as a separate and additional obligation, indemnify the Vendor against all Claims and Loss which the Vendor may incur or may become liable for as a result of any default by the Purchaser in the payment, performance, and observance of the Guaranteed Obligations or the Contract of Sale or any part of it being or becoming illegal, void, voidable or unenforceable.

3 Nature of the Guarantee

The Guarantors acknowledge that:

- (a) their obligations under this Guarantee are continuous, absolute, unconditional and irrevocable; and
- (b) their liability under this Guarantee extends to and will not be affected by any circumstance, act, omission or thing which, but for provision might otherwise affect it at law or in equity including:
 - i. the delay or failure by the Vendor to exercise any of its rights, powers or remedies conferred on it by law or this Contract of Sale;
 - ii. the grant to the Purchaser of any time, waiver or other indulgence or concession; or
 - iii. the occurrence of any other circumstance, act, omission or thing, regardless of whether we, the Guarantors, are aware of or consent to any of these matters.

4 Payment to Vendor

The Guarantors will pay any money payable under this Guarantee on demand to, or as directed by the Vendor.

**SIGNED SEALED and DELIVERED by FIRST)
GUARANTOR in the presence of:)
)**

Signature of witness

Signature of First Guarantor

Name of witness (print)

Address of witness (print)

**SIGNED SEALED and DELIVERED by)
SECOND GUARANTOR in the presence of:)
)**

Signature of witness

Signature of First Guarantor

Name of witness (print)

Address of witness (print)

EXECUTED BY THE GUARANTORS AS A DEED this day of 20



No Thi Xuan Tran
Vendors Statement

Unit 504, 21 Plenty Road, Bundoora VIC 3083

Vendor's Statement

Under section 32 of the *Sale of Land Act 1962 (Vic)*

Vendor: No Thi Xuan Tran
Property: 504, 21 Plenty Road, Bundoora VIC 3083

1. Definitions

In this Vendor's Statement:

Certificate means a certificate issued by the relevant Authority.

Schedule means a schedule or annexure to this Vendor's Statement.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which forms a part of this Contract of Sale, otherwise referred to as a Section 32.

In this Section 32, the check-boxes marked with a tick or an "x" represents the vendor's responses to the matters referred to below. Any unmarked check-boxes are not included in this section 32.

2. Section 32A – Financial matters

2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) is:

no more than

\$3,000 \$5,000 Other, \$ _____

as evidenced by the attached notices received by the Vendor.

OR

contained in the attached Certificates.

2.2 To the best of the Vendor's knowledge, no Charge/s (whether registered or not) are imposed by or under any Act to secure an amount due under the Act, including the amount owing under the charge.

Details of the charges are:

2.3 This Contract is **not** a Terms Contract that requires the purchaser to make 2 or more payments (other than a deposit or final payment) to the Vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

2.4 All Mortgages (whether registered or unregistered) **will be discharged** prior to or at Settlement.

3. Section 32B – Insurance details

3.1 The risk in relation to the Property will remain with the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

3.2 **Owner builder**

- The residence on the land was **not** constructed by an **owner-builder** within the preceding 6 years and section 137B of the *Building Act 1993* does **not** apply to this Property.
- The residence on the land **was** constructed by an **owner-builder** the details of which are attached in the following:
- (a) defects inspection report; and
 - (b) domestic building insurance.

4. Section 32C – Matters relating to land use

4.1 **Easements, covenants or other similar restrictions**

A description of any easement, covenant or other similar restriction (**Encumbrances**) affecting the land is in the attached Certificates.

To the best of the Vendor's knowledge, there is:

- no existing failure to comply with the terms of any Encumbrances
- a breach to the terms of the Encumbrances, the particulars of which are:

To the best of the Vendor's knowledge,

- the Vendor is not aware of any unregistered Encumbrances and any existing failure to comply with same.
- the Vendor is aware of unregistered Encumbrances and the particulars are:

- no existing failure to comply with the unregistered Encumbrances.

4.2 **Road access**

There:

- is access to the Property by road.
- is no access to the Property by road.

4.3 **Designated bushfire prone area**

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

4.4 **Planning scheme**

Refer to the attached Certificate for the required information.

5. Section 32D – Notices

5.1 Notice, order, declaration, report or recommendation

- To the best of the Vendor's knowledge, there are **no** 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, unless otherwise disclosed in the annexed searches.
- Refer to the attached Certificate for the required information.

5.2 Agricultural chemicals

To the best of the Vendor's knowledge, there are **no** notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

5.3 Compulsory acquisition

To the best of the Vendor's knowledge, the particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986*:

- are not applicable to this Property.
- are:

6. Section 32E – Building permits

- There are no building permits issued under the *Building Act 1993 (Vic)* that is applicable to this Property within the last seven (7) years.
- Refer to the attached Certificate for further details.

7. Section 32F – Owners Corporation

- There is no owners corporation in relation to this Property.
- There is an owners corporation in relation to this Property;
- but it is an **inactive** owners corporation.
- the details of which are contained in the attached Certificate(s). Regulation 12 Statement of Advice and Information for Prospective Purchasers and Lot Owners are also contained in Schedule 2 of this Vendor's Statement for the Purchaser's benefit.

8. Section 32G – Growth Areas Infrastructure Contribution (GAIC)

- To the best of the Vendor's knowledge, the Property is **not** affected by a Growth Areas Infrastructure Contribution recording.
- Refer to the attached Certificate for further details.

9. Section 32H – Services that are not connected

The Vendor discloses that the following services are:

- Electricity supply: Not connected
- Gas supply: Not connected

- Water supply: Not connected
Sewerage supply: Not connected
Telephone supply: Not connected

The Vendor will notify the relevant Authorities to disconnect services at Settlement. The Purchaser is responsible for the costs of connection or reconnection of the services.

10. *Section 32I – Evidence of title*

The following Certificates and documents are attached which evidences the Vendor's ownership and legal entitlement to deal with the property:

- Title search for Certificate of Title Volume 12189 Folio 905
 Copy of the plan 742797M
 Copy of a Letter of Authority / Power of Attorney
 Copy of Probate
 Other:

11. *Lease*

- There are no tenants living at the Property and the Property will be sold as vacant possession.
 There are tenants living at the Property and a copy of the Lease is attached.

12. *Due diligence checklist*

Schedule 1 is attached for the Purchaser's benefit.

13. *GST withholding notice*

The Vendor discloses to the Purchaser that this sale is:

- a taxable withholding **not** a taxable withholding
 in full to an extent

Where this sale is a taxable withholding, margin scheme

- will be (7% of the Purchase Price to be withheld)
 will not be (1/11th of the Purchase Price to be withheld)

Used in making the taxable supply.

The Purchaser is:

- not required** to make a withholding.
 required to make a withholding payment using the below details:

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of residential withholding payment: \$ _____

Amount purchaser must pay: \$ _____

Amount must be paid: at Settlement at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$ _____

DATE OF THIS STATEMENT:

15/05/2025



SIGNATURE OF THE VENDOR

.....

No Thi Xuan TRAN

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed the Contract for the purchase of the Property.

DATE OF THIS ACKNOWLEDGEMENT:

The day of 20__

SIGNATURE OF THE PURCHASER

.....

* If signing for a Company Purchaser, please insert full name and title (e.g.: sole director, director / secretary)

SCHEDULE 1 – DUE DILIGENCE CHECKLIST

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

SCHEDULE 2 – REGULATION 12 – STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and liability

The plan of subdivision will also show your lot entitlement and liability. Lot entitlement represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is the 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 ASPECTS OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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

Page 1 of 1

VOLUME 12189 FOLIO 905

Security no : 124123607549W
Produced 10/04/2025 03:05 PM

LAND DESCRIPTION

Lot 504 on Plan of Subdivision 742797M.
PARENT TITLE Volume 10065 Folio 970
Created by instrument PS742797M 25/02/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NO THI XUAN TRAN of UNIT 504 21 PLENTY ROAD BUNDOORA VIC 3083
AT786477W 19/11/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS742797M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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


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

Street Address: UNIT 21 PLENTY ROAD BUNDOORA VIC 3083

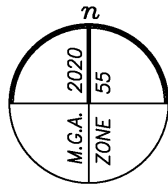
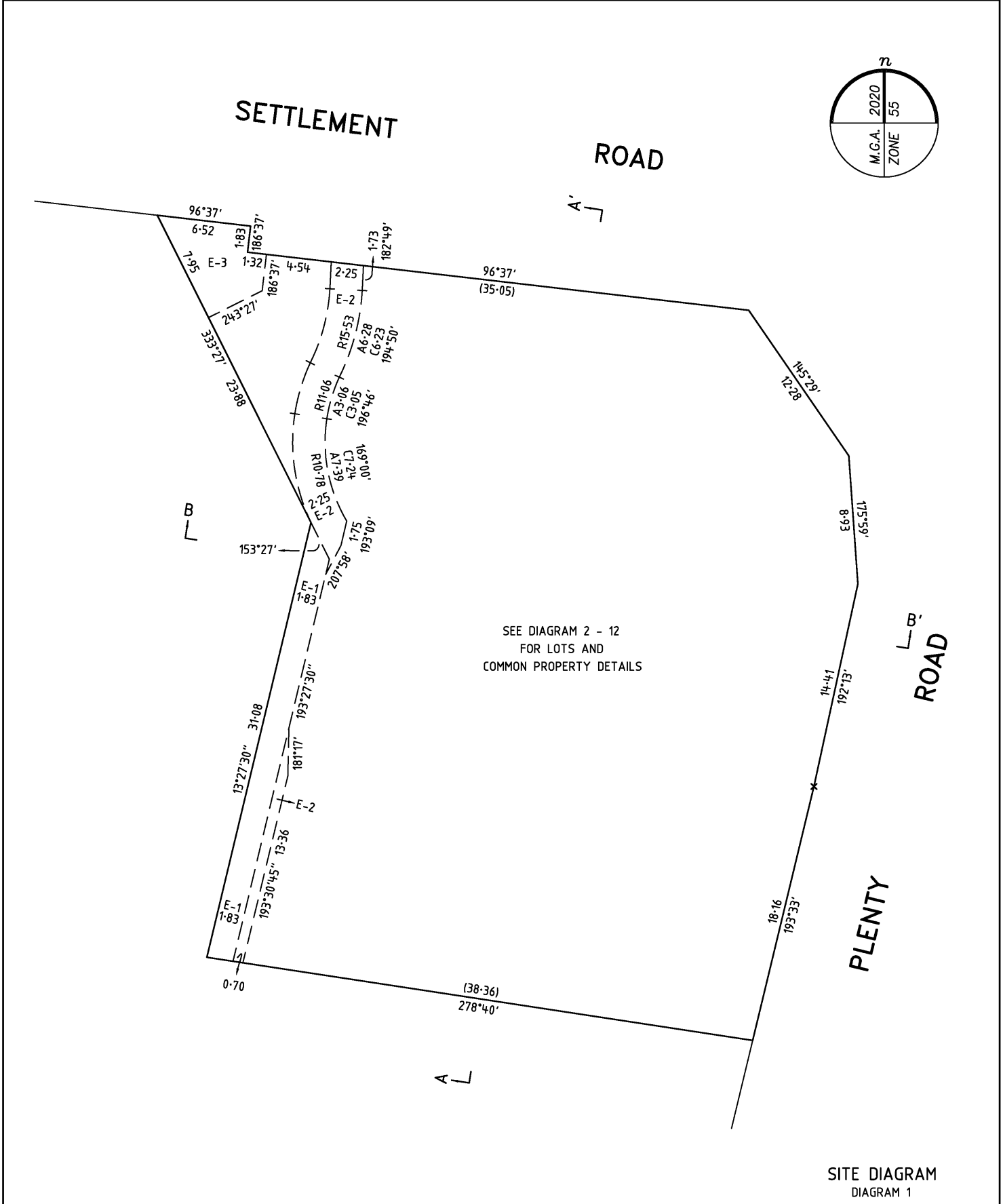
OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS742797M

DOCUMENT END

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PLAN OF SUBDIVISION | | EDITION 1 | PS 742797M | |
| <p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: KEELBUNDORA</p> <p>TOWNSHIP: --</p> <p>SECTION: A</p> <p>CROWN ALLOTMENT: 2 (PART)</p> <p>CROWN PORTION: --</p> <p>TITLE REFERENCE: VOL 10065 FOL 970</p> <p>LAST PLAN REFERENCE: PC350451A</p> <p>POSTAL ADDRESS (at time of subdivision): 21 PLENTY ROAD BUNDOORA 3083</p> <p>MGA 2020 CO-ORDINATES: E 328 820 ZONE: 55 (approx. centre of land in plan) N 5 825 895</p> | | <p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610051 Planning Permit Reference: 610051 SPEAR Reference Number: S140422T</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Angela Cuschieri for Whittlesea City Council on 05/02/2020</p> <p>Statement of Compliance issued: 19/02/2020</p> | | |
| VESTING OF ROADS AND/OR RESERVES | | NOTATIONS | | |
| IDENTIFIER | COUNCIL/BODY/PERSON | <p>STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. 610051</p> <p>SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) PM509 & PM511 IN PROCLAIMED SURVEY AREA NO. -</p> <p>DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE : ALL BOUNDARIES.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.</p> <p>ALL PILLARS, SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No.1, UNLESS SHOWN OTHERWISE.</p> <p>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</p> | | |
| NIL | NIL | | | |
| <p>--- DENOTES STRUCTURE (NON BOUNDARY)</p> <p>PT - PART B - BALCONY P - PROJECTION OF UNDERSIDE OF CEILING CP No.1 - COMMON PROPERTY No.1</p> | | | | |
| 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 | LAND BENEFITED/IN FAVOUR OF |
| E-1 | DRAINAGE AND SEWERAGE | 1.83 | LP33477 | LOTS ON LP33477 |
| E-1 | SEWERAGE | 1.83 | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-2 | SEWERAGE | SEE PLAN | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-3 | SUPPLY OF ELECTRICITY | SEE PLAN | THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 | AUSNET ELECTRICITY SERVICES Pty Ltd |
| <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au</p> <p>DEVELOP WITH CONFIDENCE™ <i>Bosco Jonson</i></p>  | | <p>LICENSED SURVEYOR MICHAEL BYRNE</p> <p>DATE 25/02/20 REFERENCE 30929003 VERSION J DRAWING 3092900AJ</p> <p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T</p> | | <p>ORIGINAL SHEET SIZE A3 SHEET 1 OF 21 SHEETS</p> <p>PLAN REGISTERED TIME: 3:16pm DATE: 25/02/20 Assistant Registrar of Titles G Venn</p> |
| Amended by: Michael Byrne, Licensed Surveyor 25/02/2020. | | | | |

| | |
|----------------------------|-------------------|
| PLAN OF SUBDIVISION | PS 742797M |
|----------------------------|-------------------|

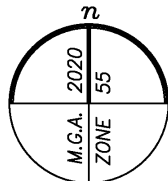


SEE DIAGRAM 2 - 12
FOR LOTS AND
COMMON PROPERTY DETAILS

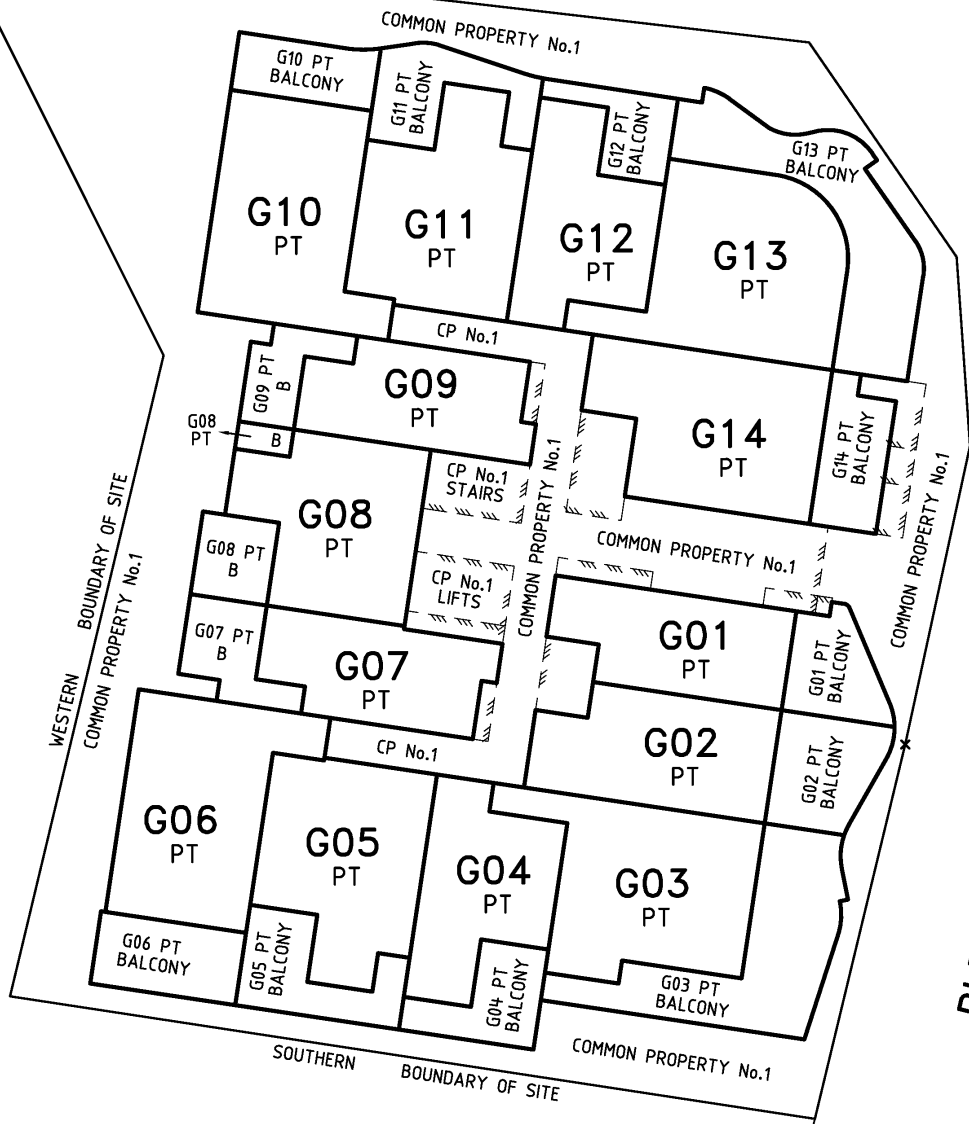
SITE DIAGRAM
DIAGRAM 1

| | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------|--|--|
| Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly Bosco Jonson | LICENSED SURVEYOR MICHAEL BYRNE | SCALE 1:250 | | |
| | DATE 25/02/20 REFERENCE 30929003 | ORIGINAL SHEET SIZE A3 | | |
| | VERSION J DRAWING 3092900AJ | SHEET 2 | | |
| Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T | | Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T | | |

PLAN OF SUBDIVISION **PS 742797M**



SETTLEMENT ROAD



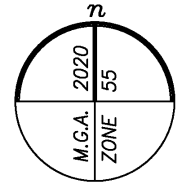
REFER TO DIAGRAM 1 FOR EASEMENT DETAILS

GROUND LEVEL
DIAGRAM 2

| | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------|------------------------|--|--|
| Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly Bosco Jonson | | LICENSED SURVEYOR MICHAEL BYRNE | SCALE 1:250 | | |
| | DATE 25/02/20 | REFERENCE 30929003 | ORIGINAL SHEET SIZE A3 | | |
| | VERSION J | DRAWING 3092900AJ | SHEET 3 | | |
| Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T | | Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T | | | |

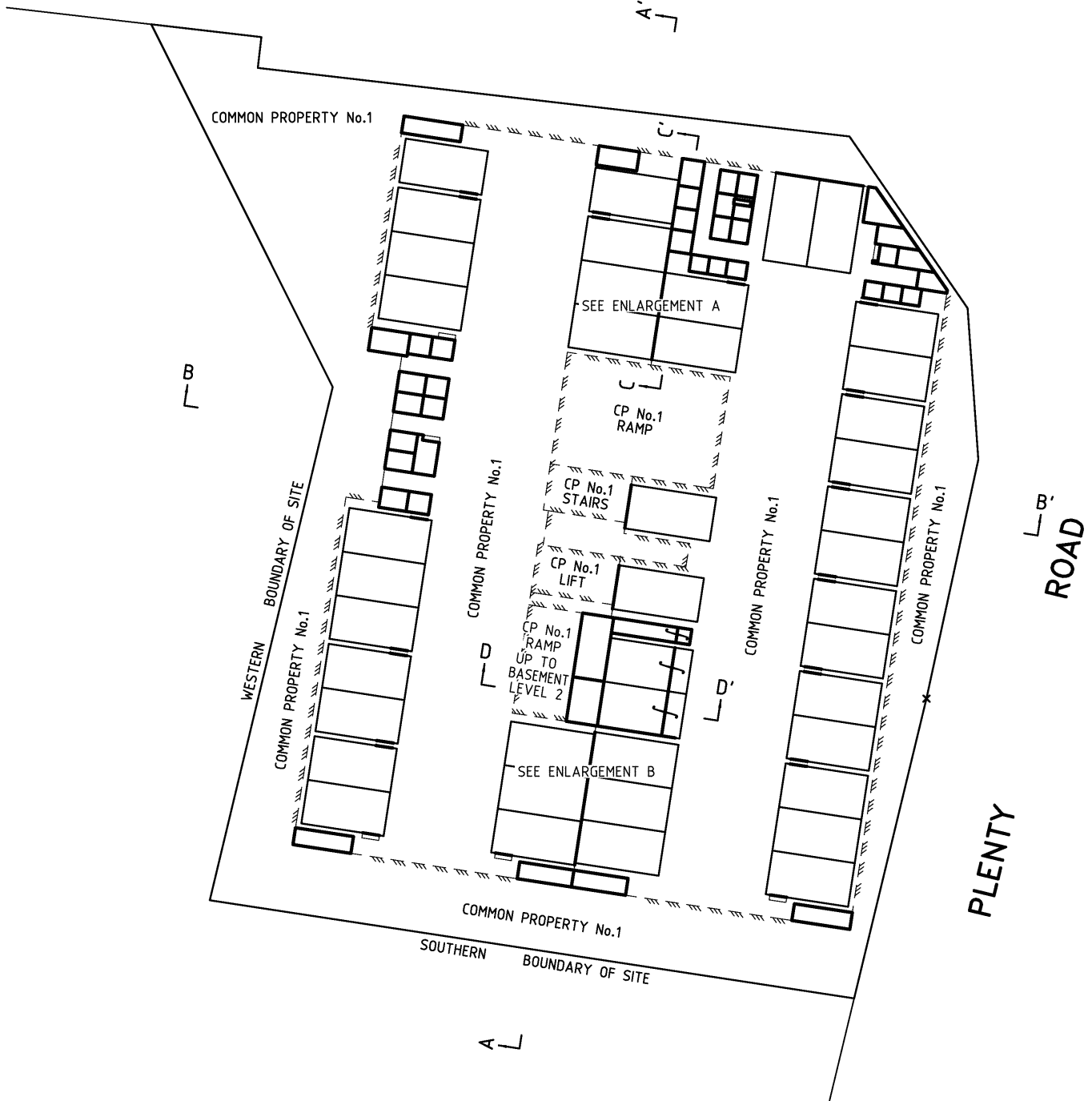
PLAN OF SUBDIVISION

PS 742797M



SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

BASEMENT 3 & BELOW
DIAGRAM 3

SEE ALSO ENLARGEMENTS A AND B

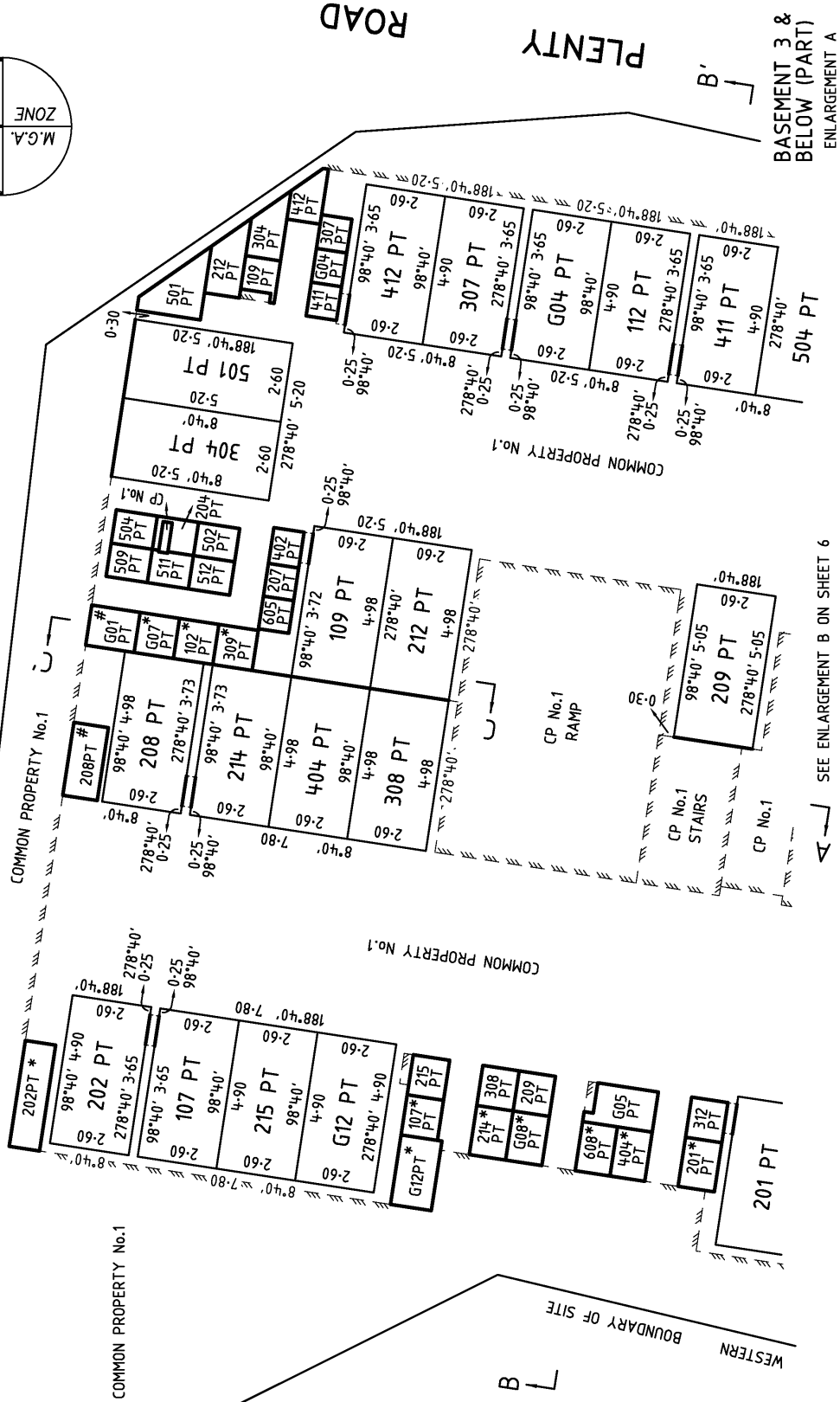
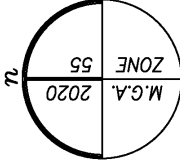
| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|--------------------|------------------------|
| Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ Bosco Jonson | | LICENSED SURVEYOR MICHAEL BYRNE | SCALE 1:250 | |
| | | DATE 25/02/20 | REFERENCE 30929003 | ORIGINAL SHEET SIZE A3 |
| | | VERSION J | DRAWING 3092900AJ | SHEET 4 |
| Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T | | Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T | | |

PS 742797M

PLAN OF SUBDIVISION

SETTLEMENT

ROAD



SEE ENLARGEMENT B ON SHEET 6

BASEMENT 3 & BELOW (PART) ENLARGEMENT A

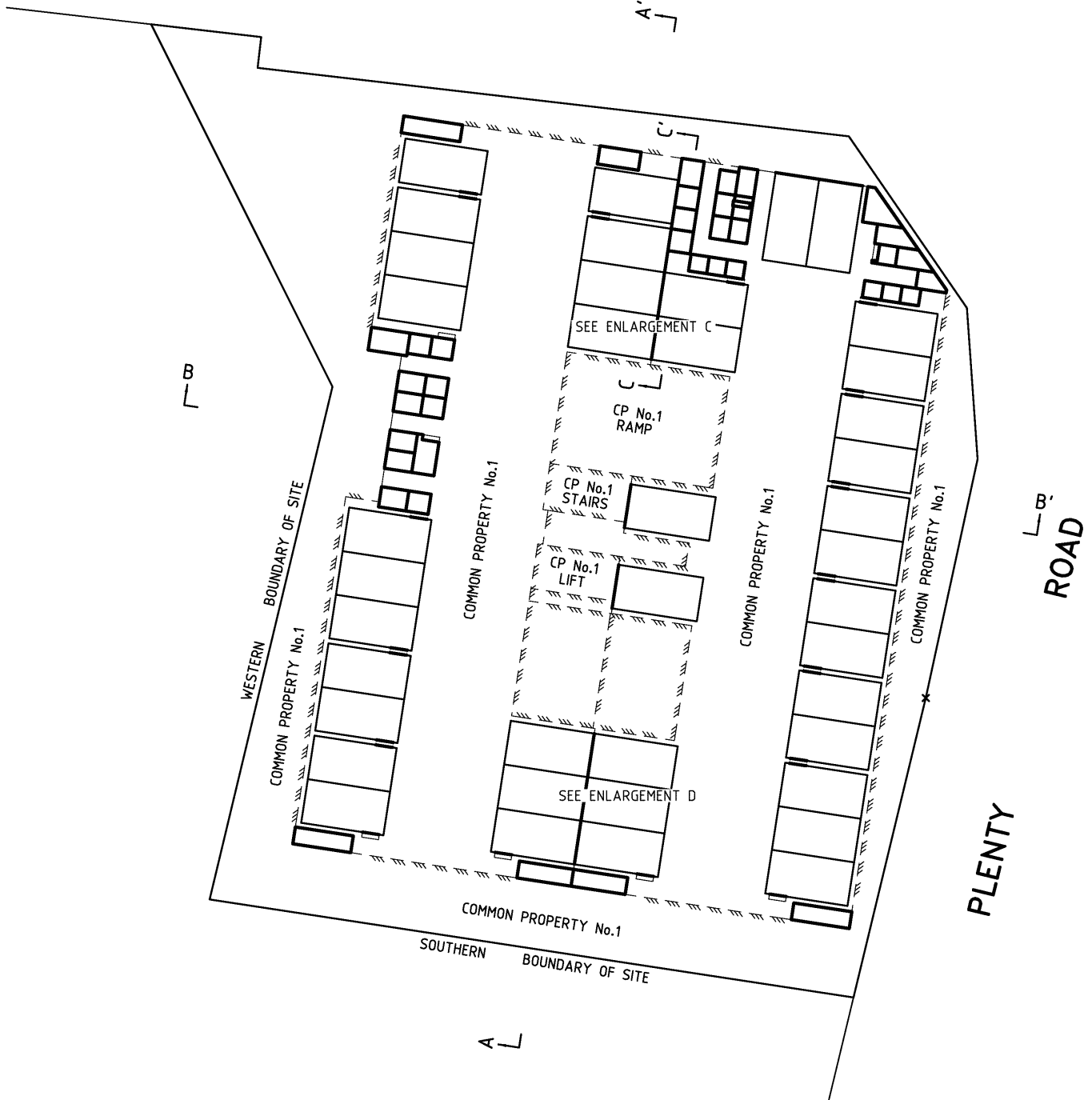
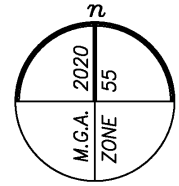
| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------|
| <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ Bosco Johnson</p> | <p>LICENSED SURVEYOR MICHAEL BYRNE</p> | <p>SCALE 1:150</p> | <p>ORIGINAL SHEET SIZE A3</p> |
| | <p>DATE 25/02/20</p> <p>VERSION J</p> | <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p> | <p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p> |
| <p>DEVELOP WITH CONFIDENCE™</p> | <p>DIGITALLY SIGNED BY: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S140422T</p> | <p>SPEAR Ref: S140422T</p> | <p>Whittlesea City Council, 05/02/2020</p> |

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

BASEMENT 2
DIAGRAM 4

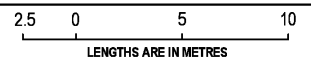
SEE ALSO ENLARGEMENTS C AND D

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3

SHEET 7

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

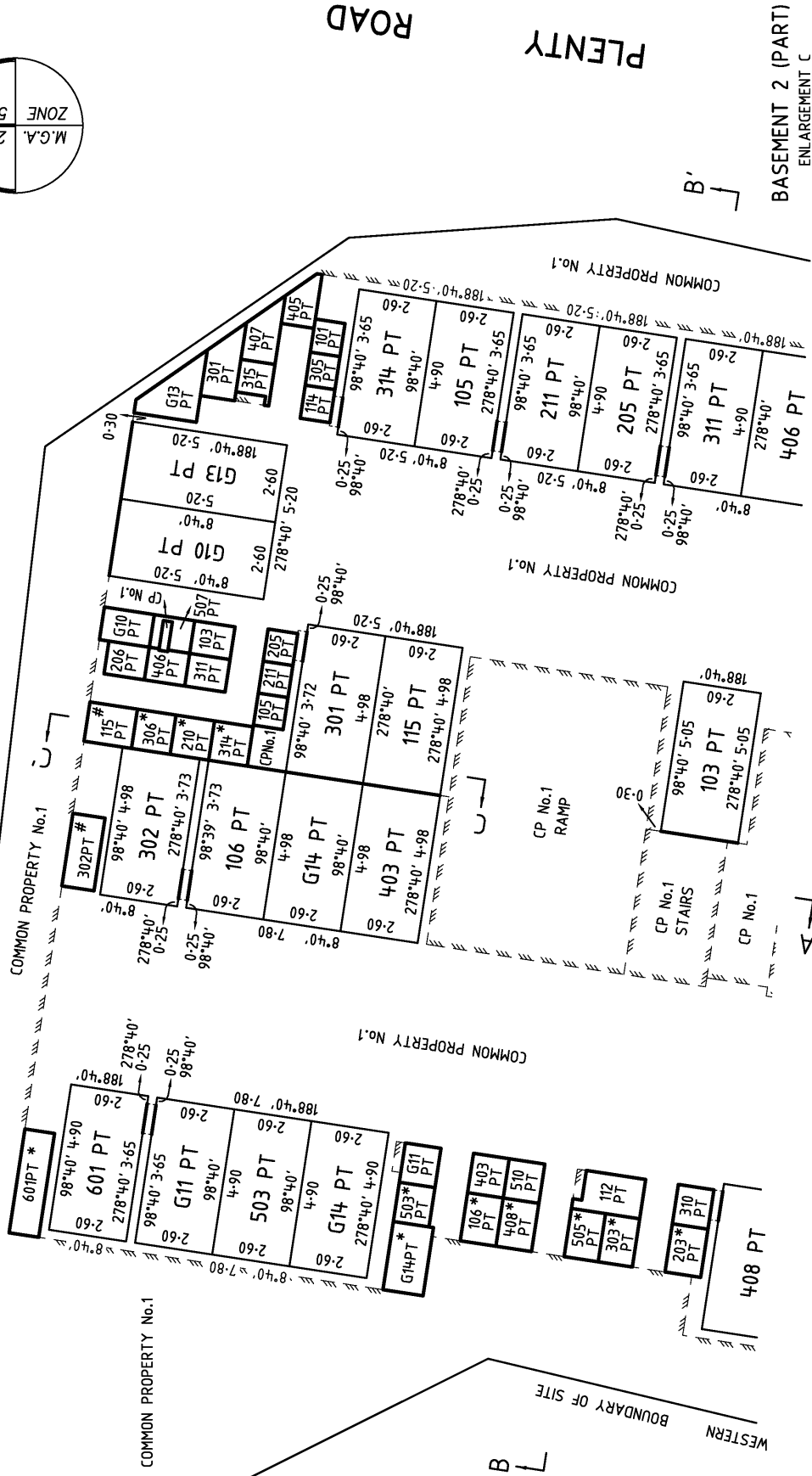
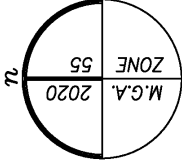
Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PS 742797M

PLAN OF SUBDIVISION

SETTLEMENT

ROAD



SEE ENLARGEMENT D ON SHEET 9

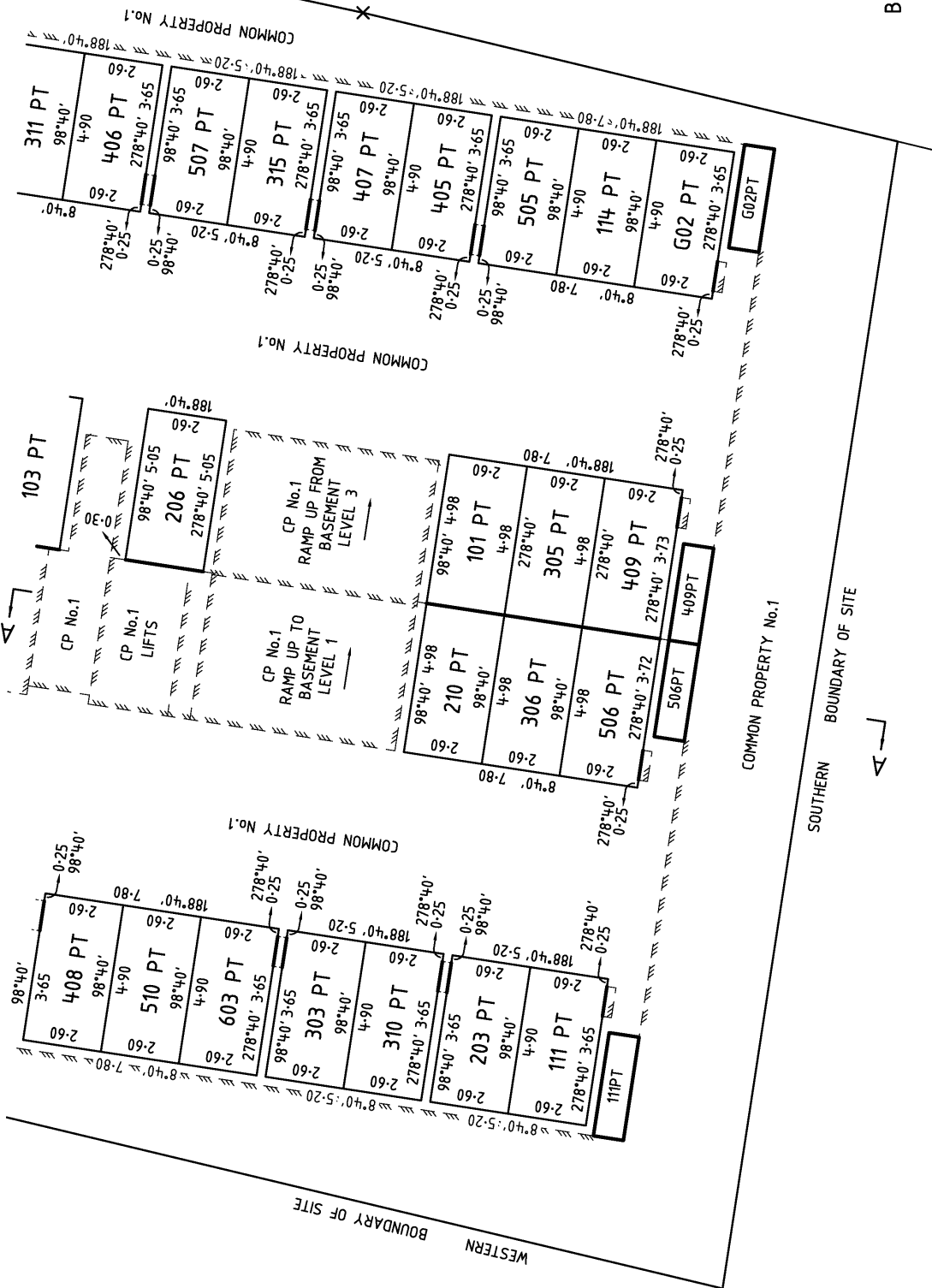
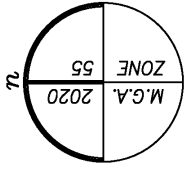
BASEMENT 2 (PART)
ENLARGEMENT C

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------|
| <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly Bosco Johnson</p> | <p>DATE 25/02/20</p> <p>VERSION J</p> | <p>LICENSED SURVEYOR MICHAEL BYRNE</p> <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p> | <p>SCALE 1:150</p> <p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p> | <p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 8</p> |
| | <p>DIGITALLY SIGNED BY: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S:140422T</p> | <p>DIGITALLY SIGNED BY: Whittlesea City Council, 05/02/2020, SPEAR Ref: S:140422T</p> | | |

PLAN OF SUBDIVISION

PS 742797M

SEE ENLARGEMENT C ON SHEET 8

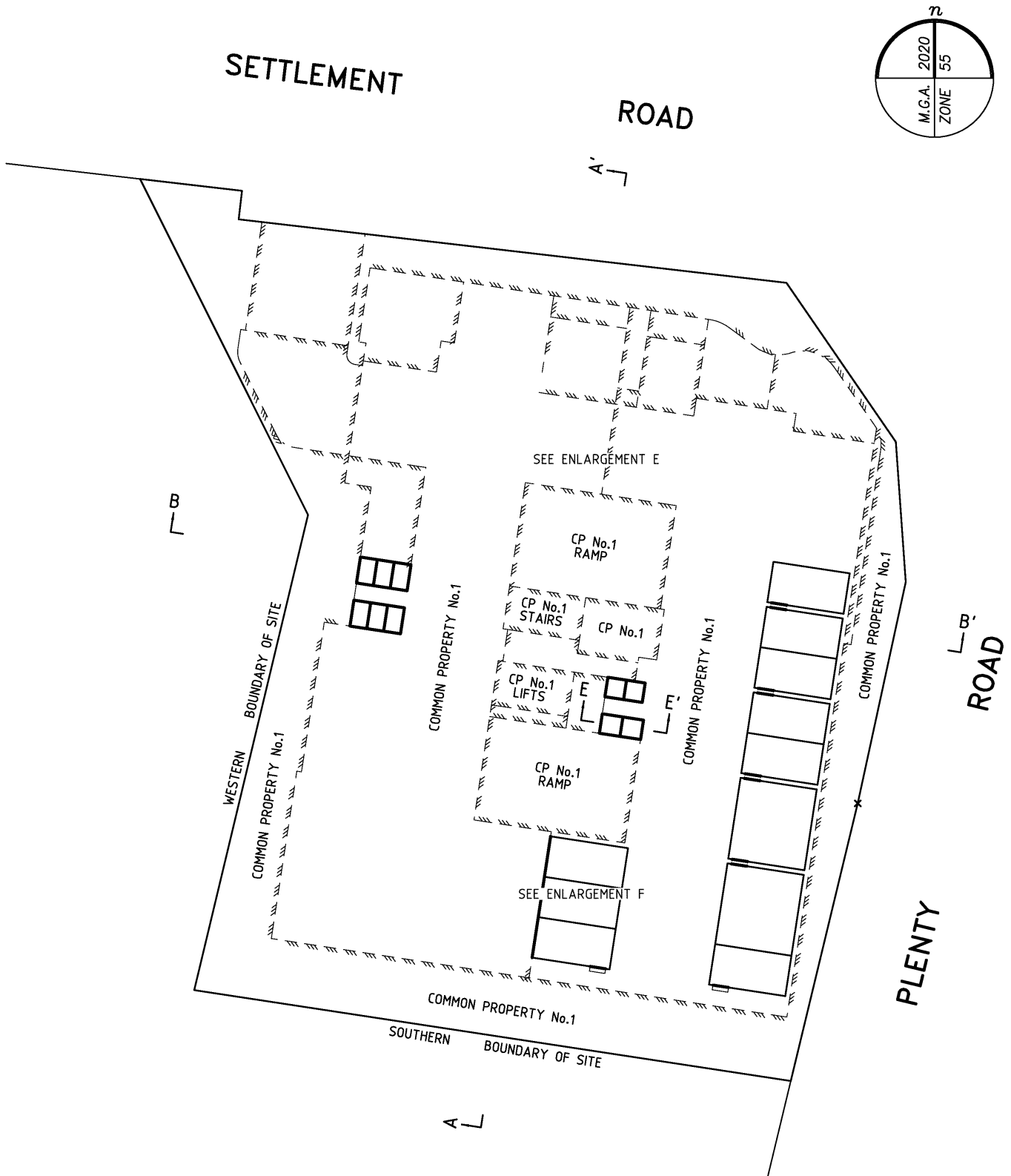


BASEMENT 2 (PART)
ENLARGEMENT D

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------|
| <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Johnson</i></p> | <p>DATE 25/02/20</p> <p>VERSION J</p> | <p>LICENSED SURVEYOR MICHAEL BYRNE</p> <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p> | <p>SCALE 1:150</p> <p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p> | <p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 9</p> |
| | <p>Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.</p> | <p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S140422T</p> | <p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T</p> | |

PLAN OF SUBDIVISION

PS 742797M



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

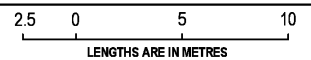
BASEMENT 1
DIAGRAM 5
SEE ALSO ENLARGEMENTS E AND F

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20

REFERENCE 30929003

ORIGINAL SHEET SIZE A3

VERSION J

DRAWING 3092900AJ

SHEET 10

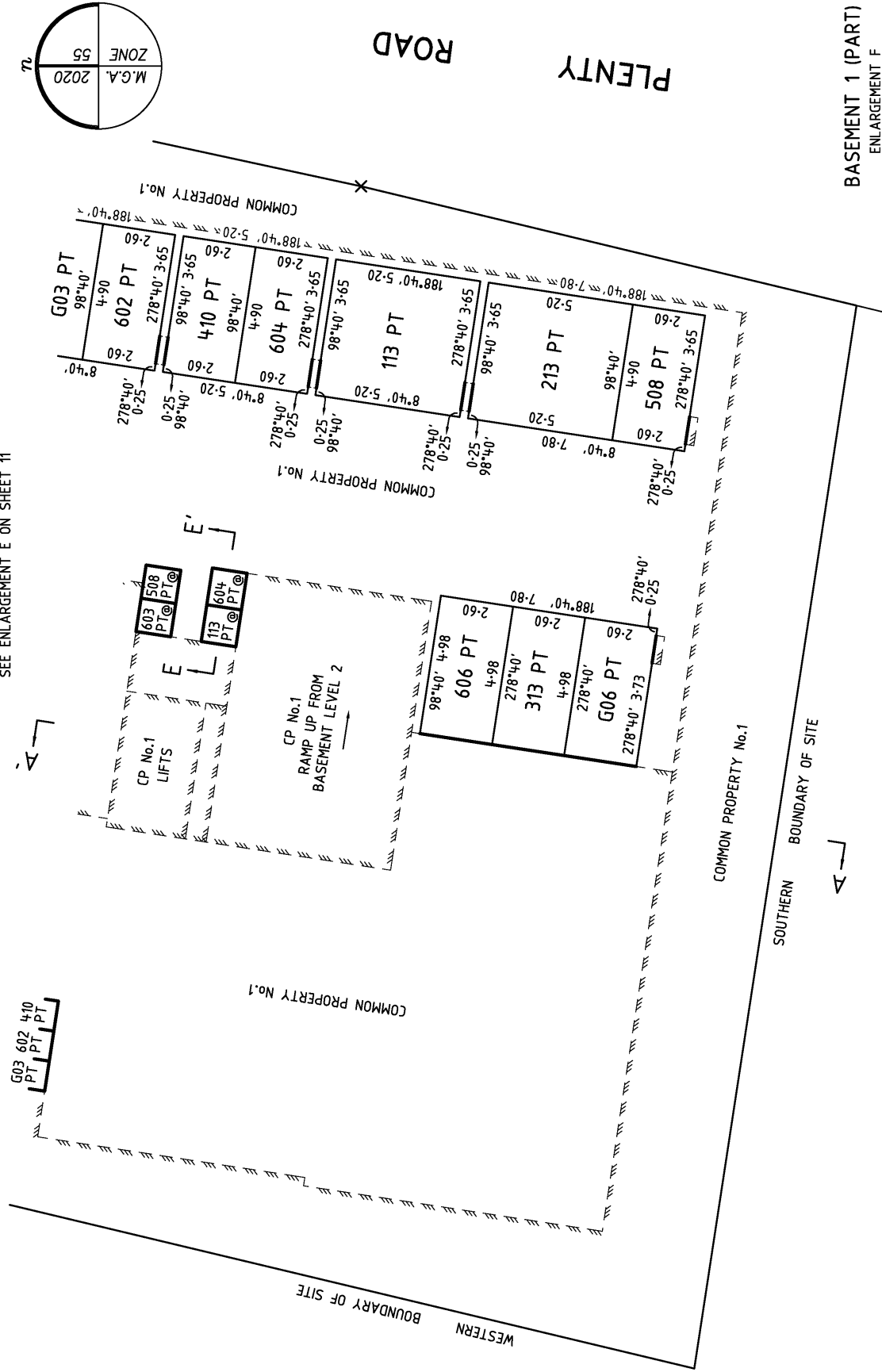
Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T


PLAN OF SUBDIVISION

PS 742797M

SEE ENLARGEMENT E ON SHEET 11



BASEMENT 1 (PART)
ENLARGEMENT F

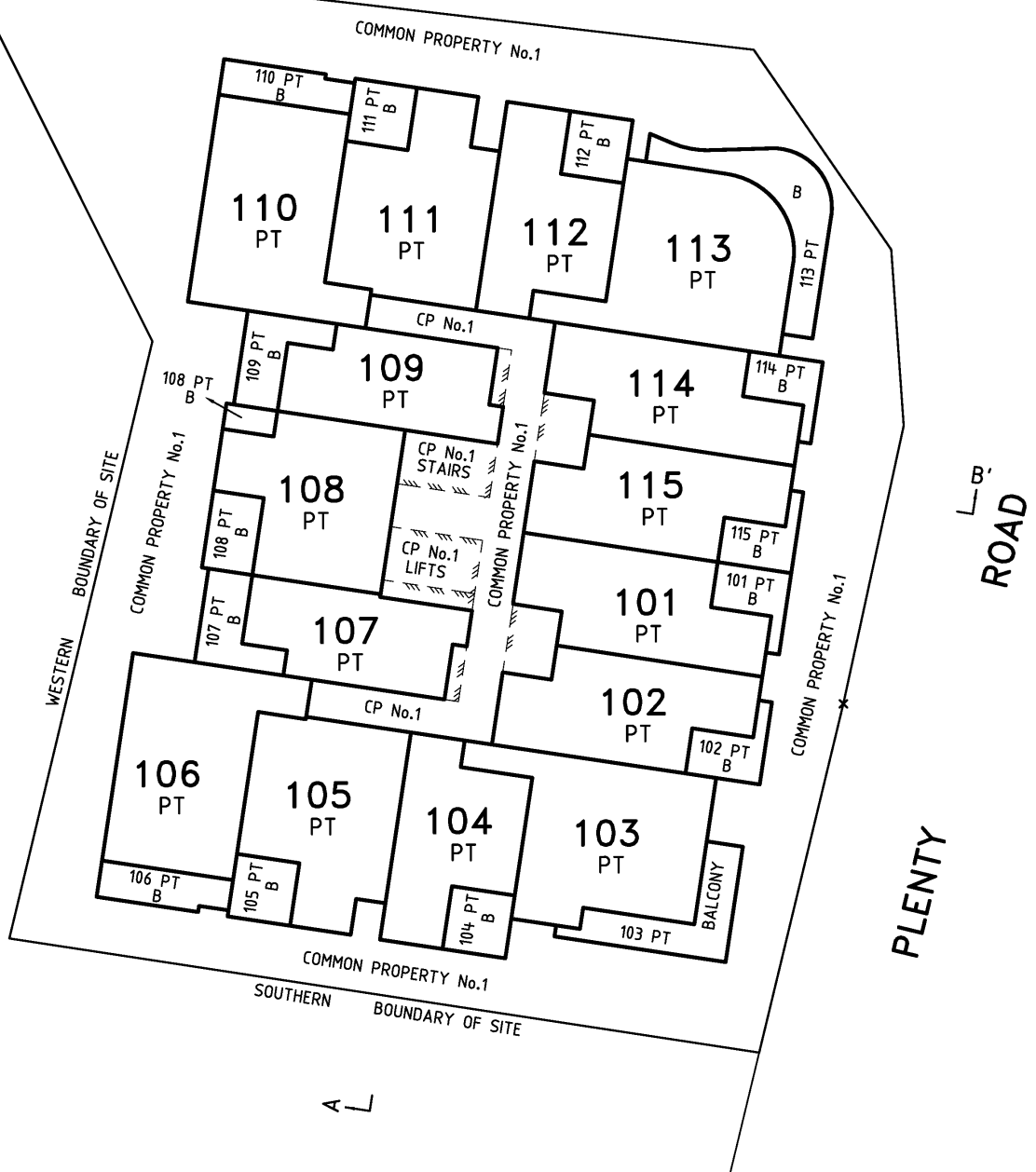
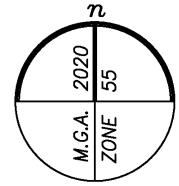
| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
|  Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Johnson</i> | LICENSED SURVEYOR MICHAEL BYRNE | ORIGINAL SHEET SIZE A3 SHEET 12 |
| | DATE 25/02/20 VERSION J | SCALE 1:150 LENGTHS ARE IN METRES 1.5 0 3 6 |
| DEVELOP WITH CONFIDENCE™ Amended by: Michael Byrne, Licensed Surveyor 25/02/2020. | REFERENCE 30929003 DRAWING 3092900AJ Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S:140422T | Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S:140422T |

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

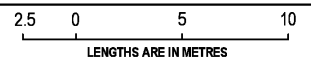
FIRST STOREY
DIAGRAM 6

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3

SHEET 13

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

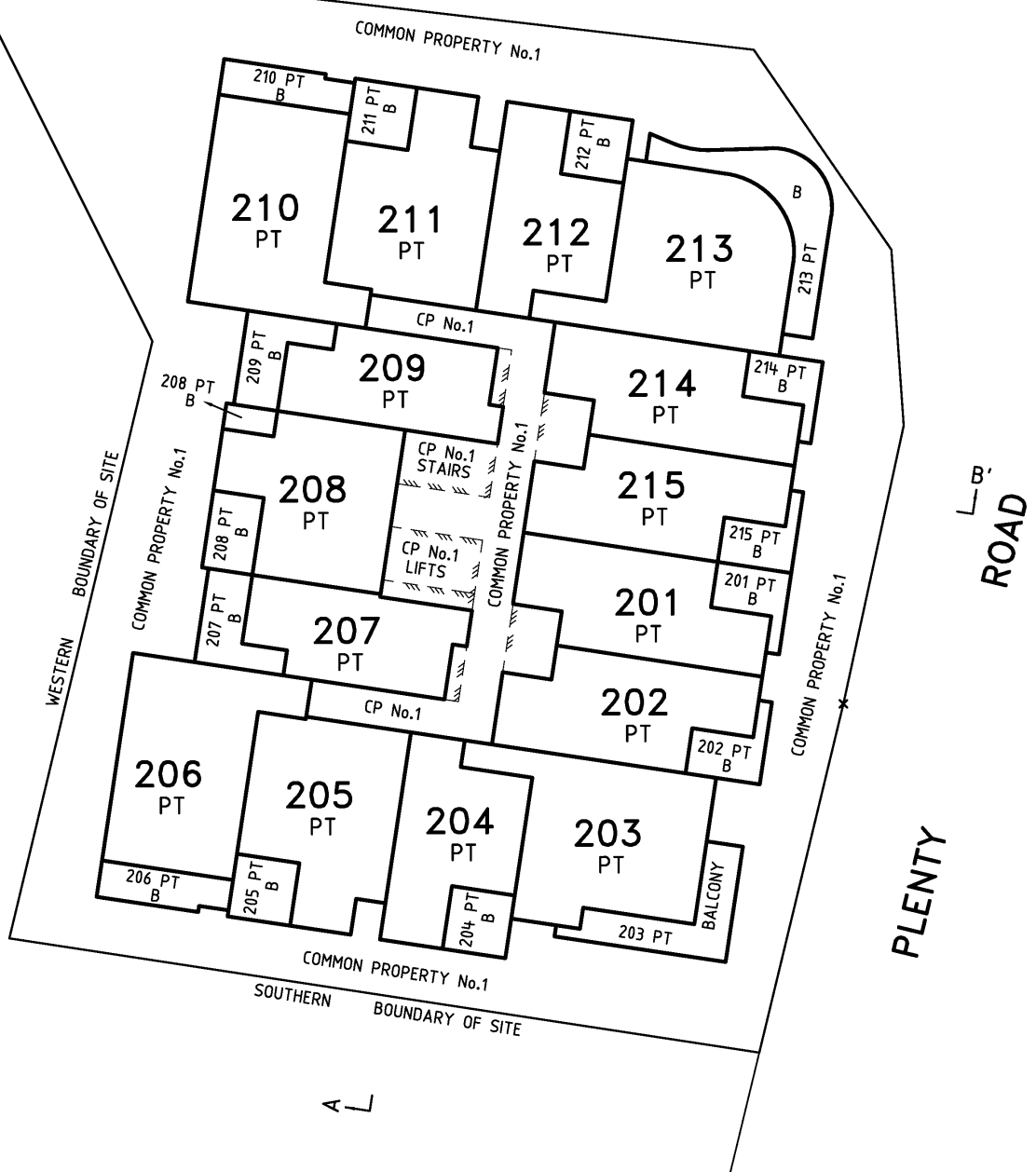
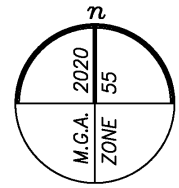
Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

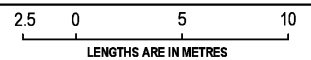
SECOND STOREY
DIAGRAM 7

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3
SHEET 14

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

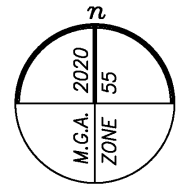
Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

THIRD STOREY
DIAGRAM 8

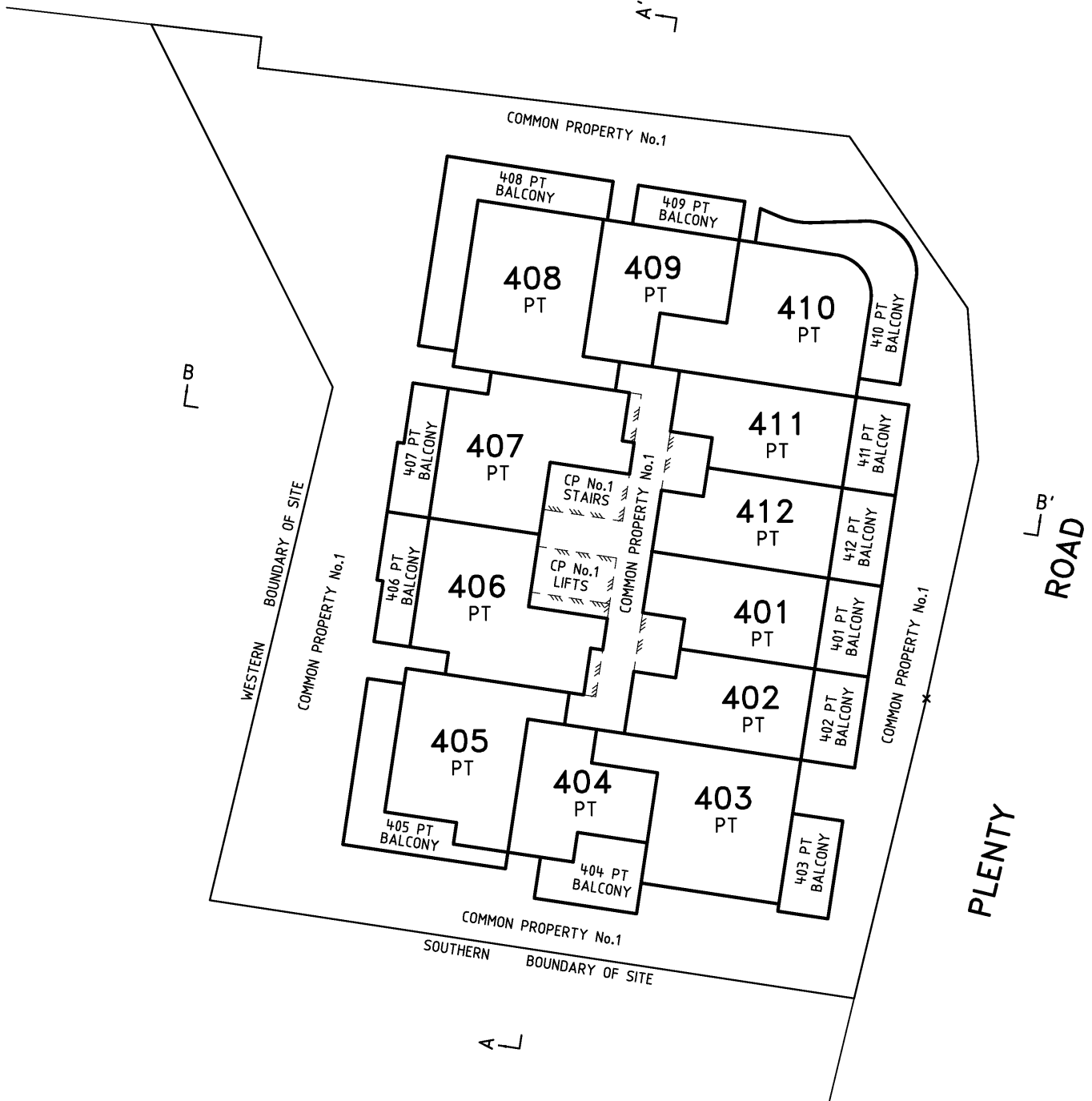
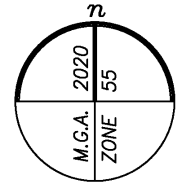
| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|----------------------------------------------------------------------------------------|----------|
| Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ Bosco Jonson | | LICENSED SURVEYOR MICHAEL BYRNE | SCALE 1:250 | |
| | | DATE 25/02/20 | REFERENCE 30929003 | |
| | | VERSION J | DRAWING 3092900AJ | SHEET 15 |
| Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T | | | Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T | |

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR EASEMENT DETAILS

FOURTH STOREY
DIAGRAM 9

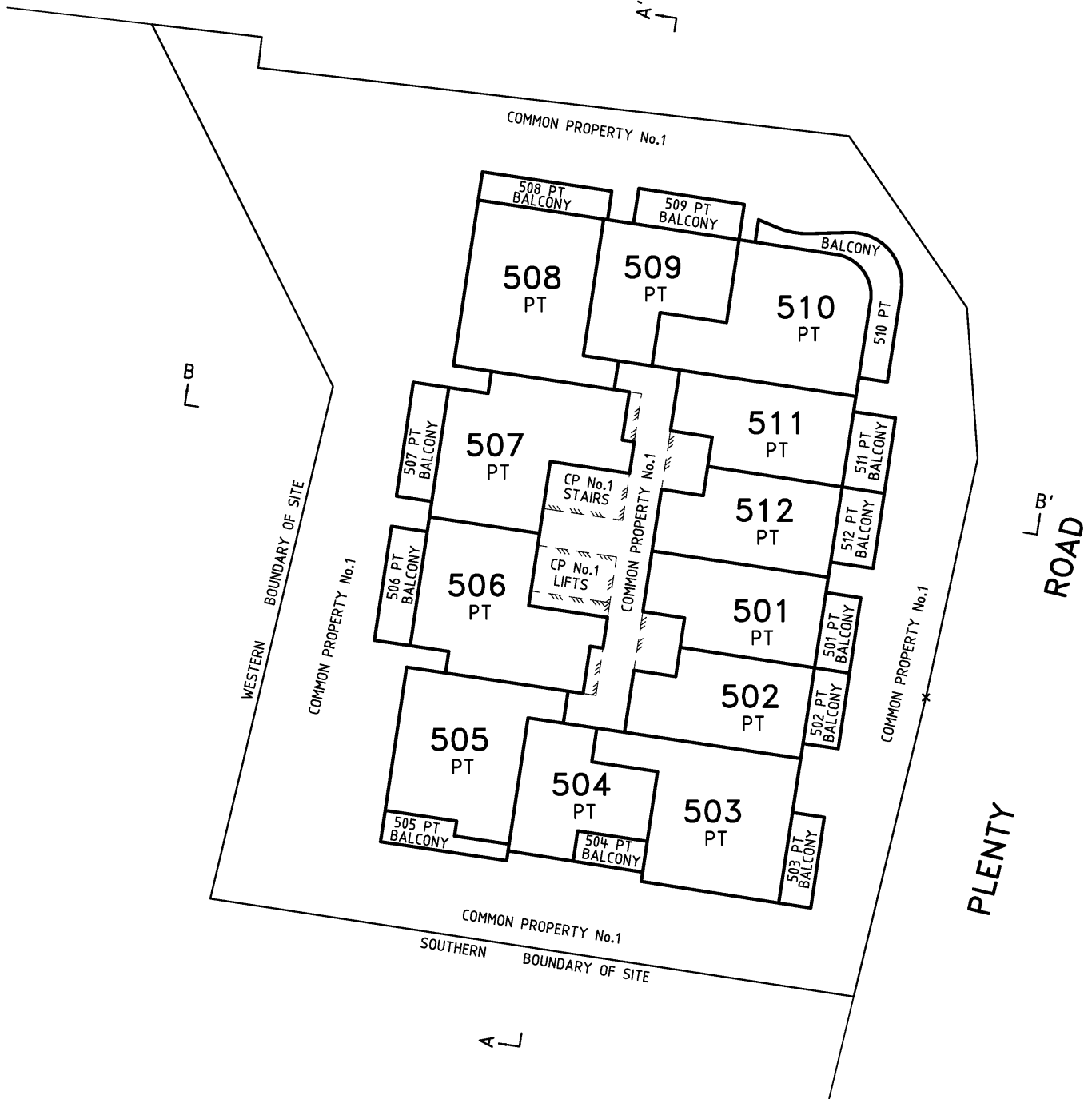
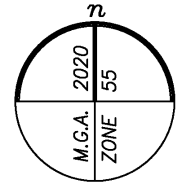
| | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------|----------------------------------------------------------------------------------------|-----------------------|
| Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly Bosco Jonson | LICENSED SURVEYOR MICHAEL BYRNE | | SCALE 1:250 | LENGTHS ARE IN METRES |
| | DATE 25/02/20 | REFERENCE 30929003 | ORIGINAL SHEET SIZE A3 | |
| | VERSION J | DRAWING 3092900AJ | SHEET 16 | |
| Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T | | | Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T | |

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

FIFTH STOREY
DIAGRAM 10

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------|
| LICENSED SURVEYOR MICHAEL BYRNE | SCALE 1:250 | 2.5 0 5 10 LENGTHS ARE IN METRES |
| DATE 25/02/20 | REFERENCE 30929003 | ORIGINAL SHEET SIZE A3 |
| VERSION J | DRAWING 3092900AJ | SHEET 17 |
| Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T | | Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T |

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™ Formerly **Bosco Jonson**

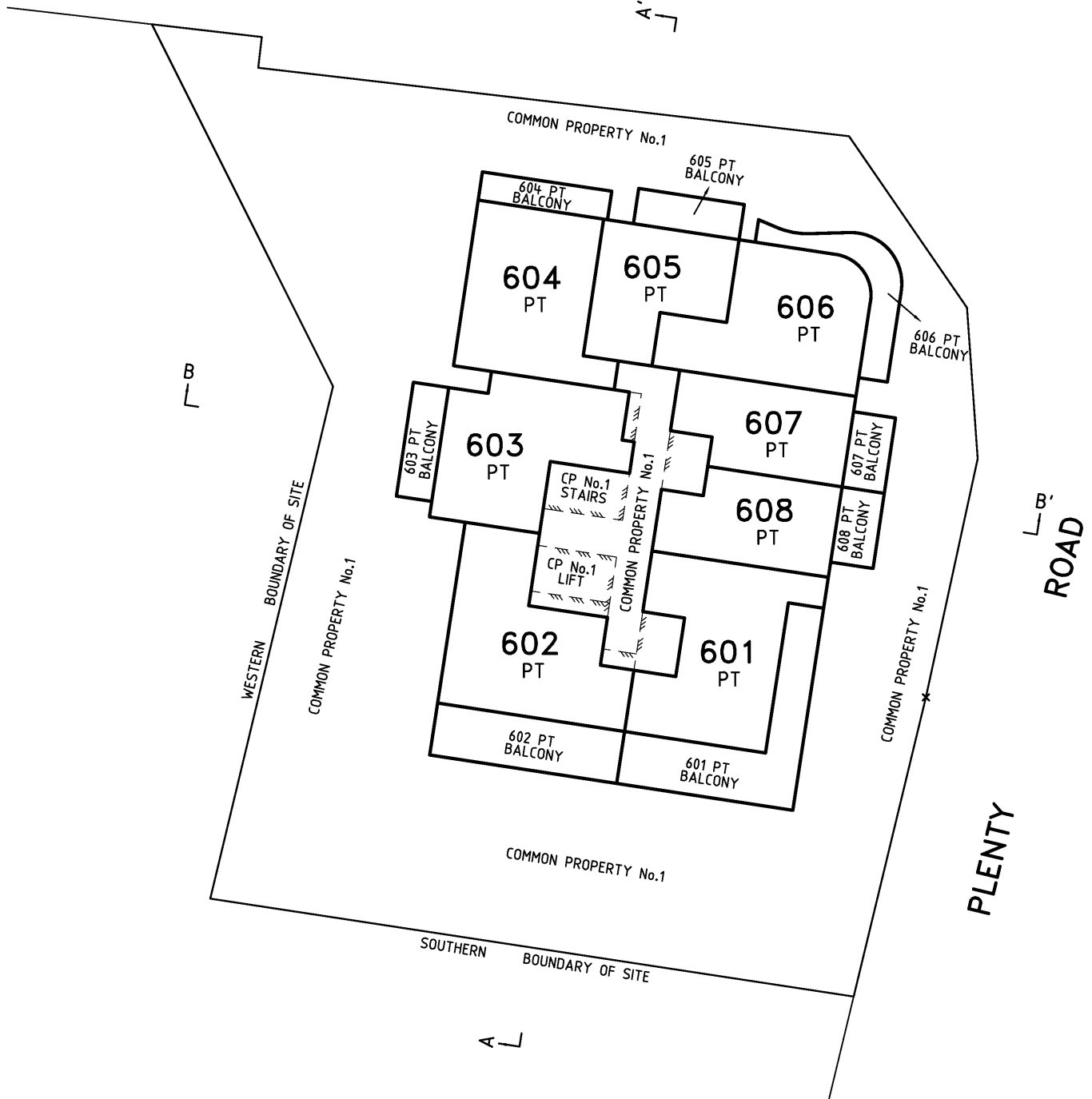
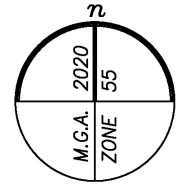


PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

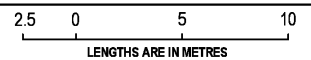
SIXTH STOREY
DIAGRAM 11

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

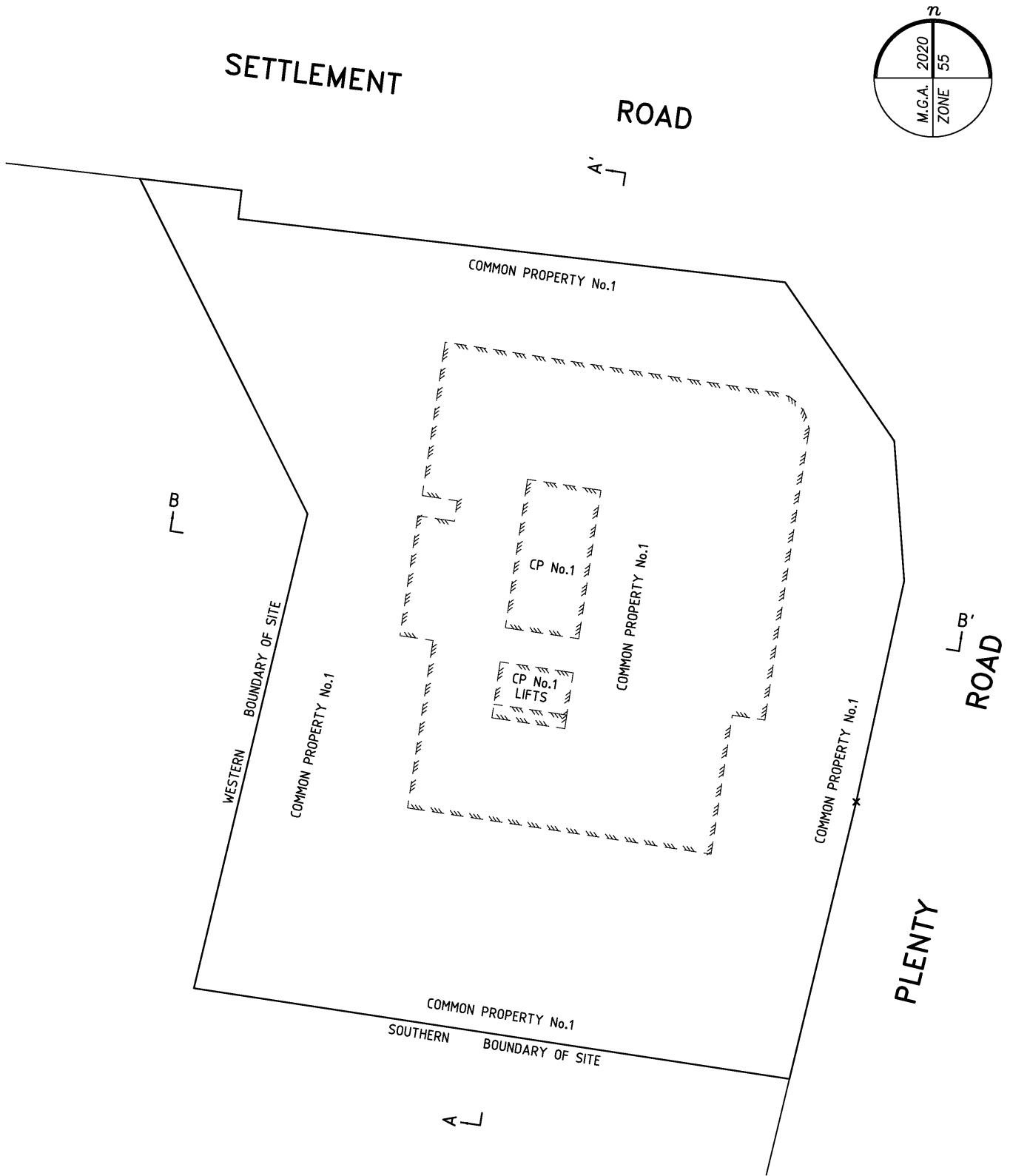
ORIGINAL SHEET SIZE A3
SHEET 18

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

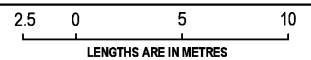
ROOF LEVEL
DIAGRAM 12

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

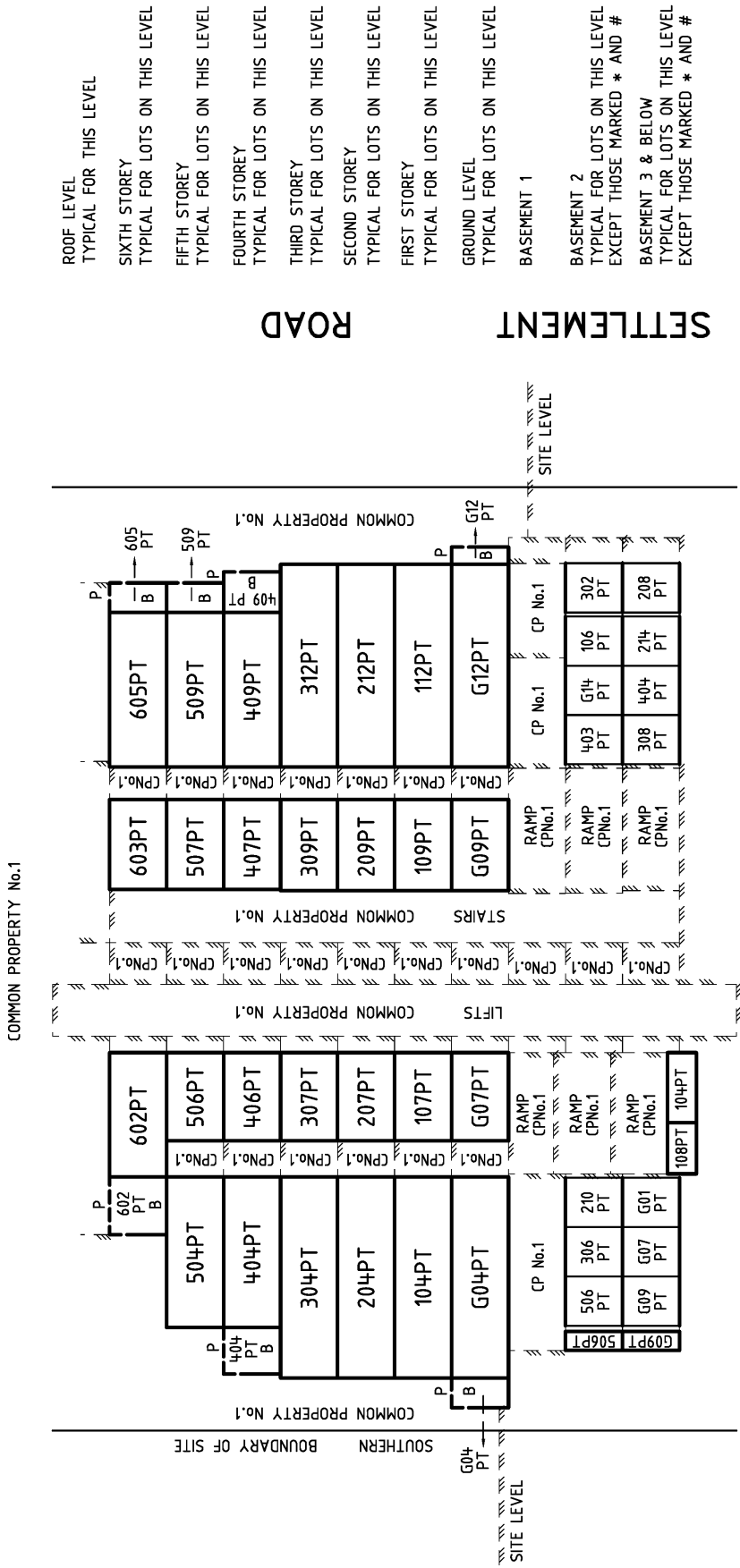
ORIGINAL SHEET SIZE A3
SHEET 19

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M

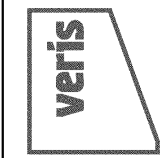


- ROOF LEVEL
TYPICAL FOR THIS LEVEL
- SIXTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FIFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- SECOND STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FIRST STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- GROUND LEVEL
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT 1
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT 2
TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT THOSE MARKED * AND #
- BASEMENT 3 & BELOW
TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT THOSE MARKED * AND #

COMMON PROPERTY No.1

SECTION A - A'

NOT TO SCALE



Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03 7019 8400
www.veris.com.au
Formerly
Bosco Johnson

Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.

LICENSED SURVEYOR **MICHAEL BYRNE**

DATE 25/02/20
VERSION J
REFERENCE 30929003
DRAWING 3092900AJ



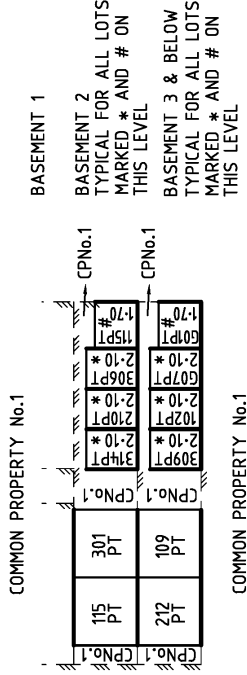
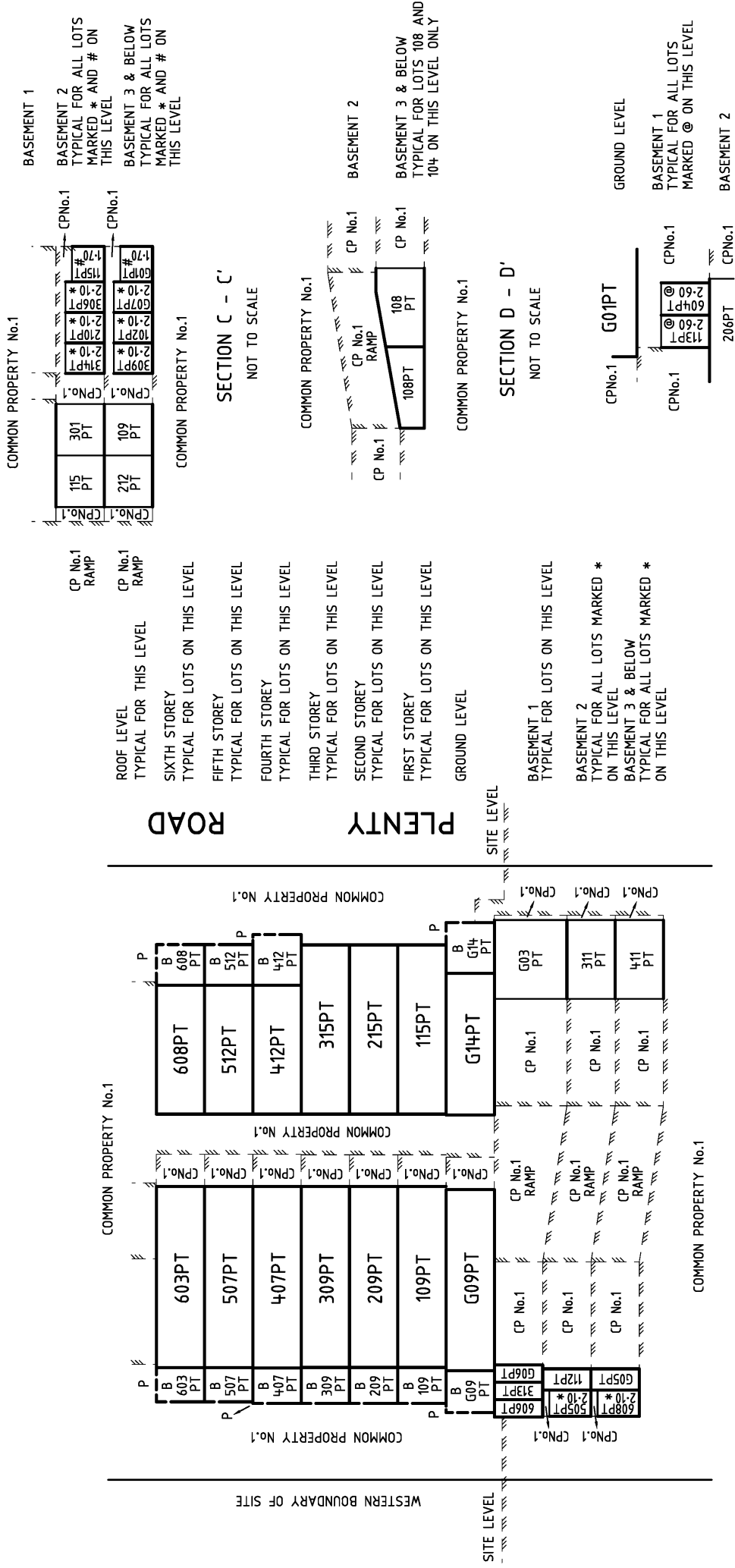
Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A Ver J),
04/12/2019, SPEAR Ref: S:140422T

SCALE N/A
ORIGINAL SHEET SIZE A3
SHEET 20

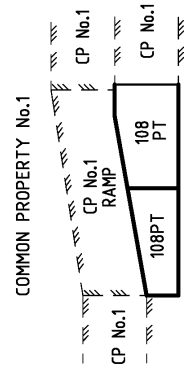
Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S:140422T

PLAN OF SUBDIVISION

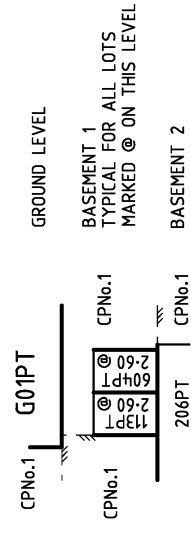
PS 742797M



SECTION C - C'
NOT TO SCALE



SECTION D - D'
NOT TO SCALE



SECTION E - E'
NOT TO SCALE



SCALE N/A
ORIGINAL SHEET SIZE A3
SHEET 21

LICENSED SURVEYOR MICHAEL BYRNE
DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03 7019 8400
www.veris.com.au
Formerly
CONFIDENCE™ Bosco Johnson



Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.

Date of issue
03/10/2024

Assessment No.
1100163

Certificate No.
165243

Your reference
74424317-017-4

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: Unit 504 Level 5 21 Plenty Road BUNDOORA 3083

Description: LOT: 504 PS: 742797M

AVPCC: 125.4 OYO Strata Flat

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2024 | 1 July 2024 | \$340,000 | \$35,000 | \$17,000 |

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

| | | |
|--------------------------------------------------|-----------|-----------------|
| General rate levied on 01/07/2024 | \$796.21 | |
| Fire services charge (Res) levied on 01/07/2024 | \$132.00 | |
| Fire services levy (Res) levied on 01/07/2024 | \$29.58 | |
| Waste Landfill Levy General levied on 01/07/2024 | \$16.65 | |
| Arrears to 30/06/2024 | \$0.00 | |
| Interest to 03/10/2024 | \$0.00 | |
| Other adjustments | \$0.00 | |
| Less Concessions | \$0.00 | |
| Sustainable land management rebate | \$0.00 | |
| Payments | -\$245.44 | |
| Balance of rates & charges due: | | \$729.00 |

Property debts

Other debtor amounts

Special rates & charges

nil

| | |
|--------------------------------------------------|-----------------|
| Total rates, charges and other monies due | \$729.00 |
|--------------------------------------------------|-----------------|

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:

Full private waste management service



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **1100163**



Phone 1300 301 185
Ref **1100163**



Billier Code **5157**
Ref **1100163**

4th October 2024

Lead Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA

Dear Lead Conveyancing C/- InfoTrack (ActionStep) C/- L,

RE: Application for Water Information Statement

| | |
|------------------------------------|---------------------------------------------------------------|
| Property Address: | 21 PLENTY ROAD BUNDOORA 3083 |
| Applicant | Lead Conveyancing C/- InfoTrack (ActionStep) C/- L LANDATA |
| Information Statement | 30888890 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 569390 |

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 | 504/21 PLENTY ROAD BUNDOORA 3083 |
|------------------|----------------------------------|

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 opening.

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 | 504/21 PLENTY ROAD BUNDOORA 3083 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

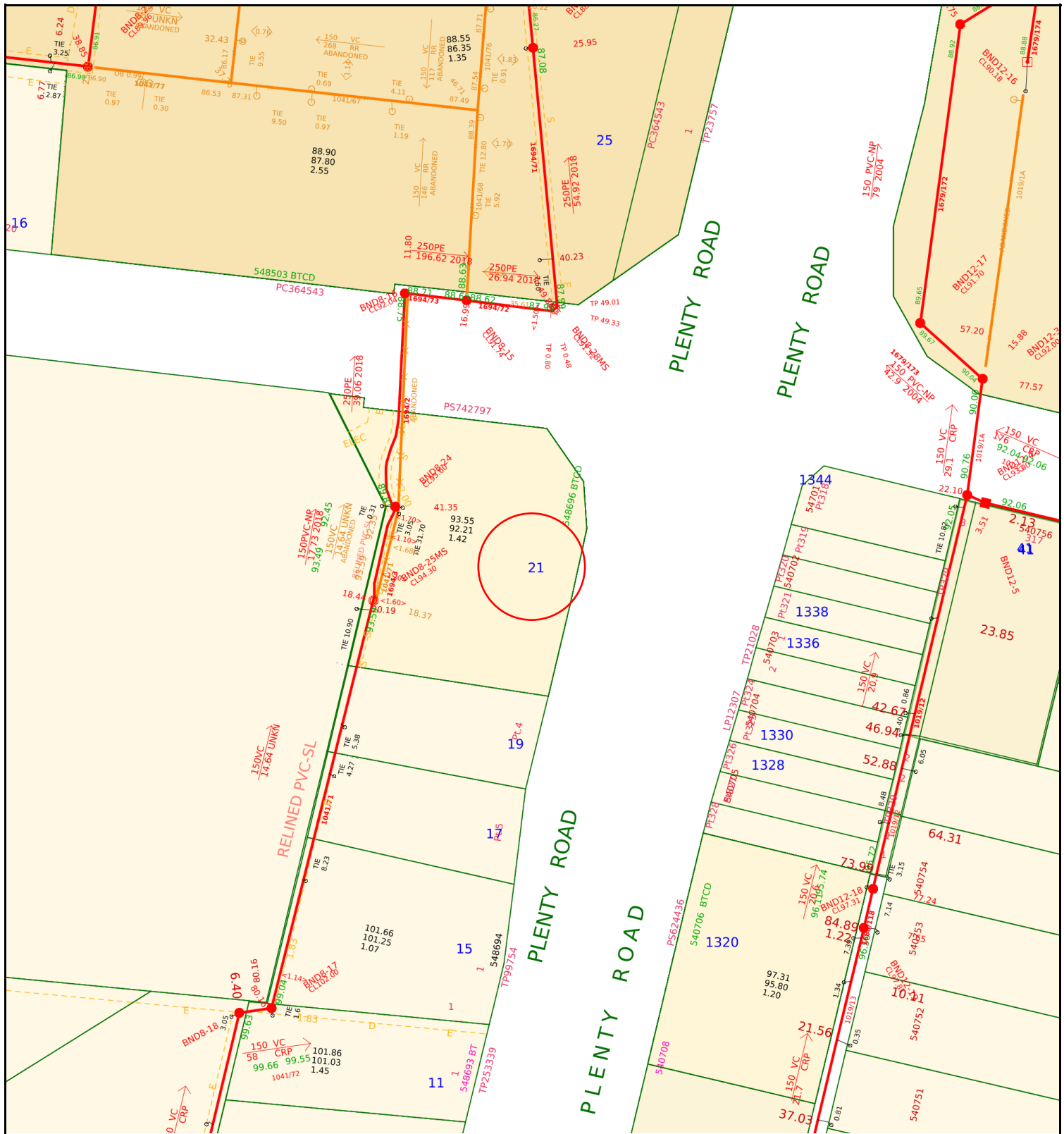
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30888890**

| | |
|----------------|------------------------------|
| Address | 21 PLENTY ROAD BUNDOORA 3083 |
| Date | 04/10/2024 |
| Scale | 1:1000 |

Yarra Valley Water
ABN 93 066 902 501

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Lead Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3016696383
Rate Certificate No: 30888890

Date of Issue: 04/10/2024
Your Ref: 569390

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|------------------------------------------|--------------|-----------------|---------------|
| UNIT 504/21 PLENTY RD, BUNDOORA VIC 3083 | 504\PS742797 | 5204569 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|-------------|
| Residential Water Service Charge | 01-10-2024 to 31-12-2024 | \$20.86 | \$20.86 |
| Residential Water and Sewer Usage Charge <i>Step 1 – 11.000000kL x \$3.34380000 = \$21.49</i> <i>Step 1 – 0.000000kL x \$3.43420000 = \$15.70</i> Estimated Average Daily Usage \$0.42 | 09-05-2024 to 06-08-2024 | \$37.19 | \$0.00 |
| Residential Sewer Service Charge | 01-10-2024 to 31-12-2024 | \$119.50 | \$119.50 |
| Parks Fee | 01-10-2024 to 31-12-2024 | \$21.98 | \$21.98 |
| Drainage Fee | 01-10-2024 to 31-12-2024 | \$30.77 | \$30.77 |
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| | No further charges applicable to this property | | |
| | Balance Brought Forward | | -\$0.91 cr |
| | Total for This Property | | \$192.20 |

The property above forms part of the property for which the charges below are applicable

| Property Address | Lot & Plan | Property Number | Property Type |
|---------------------------------|--------------|-----------------|---------------|
| 21 PLENTY RD, BUNDOORA VIC 3083 | G01\PS742797 | 1688701 | Superseded |

| Agreement Type | Period | Charges | Outstanding |
|-----------------------|------------------------------------------------|---------|-------------|
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| | No further charges applicable to this property | | |
| | Balance Brought Forward | | \$0.00 |
| | Total for This Property | | \$0.00 |



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, 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: 5204569

Address: UNIT 504/21 PLENTY RD, BUNDOORA VIC 3083

Water Information Statement Number: 30888890

HOW TO PAY



Bill Code: 314567
Ref: 30166963832

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / LEAD CONVEYANCING

| | |
|------------------------|-----------------------------|
| Your Reference: | 76211: M-LH-TRA16-76211 (LI |
| Certificate No: | 80139687 |
| Issue Date: | 02 OCT 2024 |
| Enquiries: | ESYSPROD |

Land Address: 21 PLENTY ROAD BUNDOORA VIC 3083

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 47156315 | 504 | 742797 | 12189 | 905 | \$0.00 |
| | 504 | 742797 | | | |

Vendor: NO THI XUAN TRAN

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|------------------|------|---------------|------------------|------------------|--------|
| MR NO XUAN TRAN | 2024 | \$37,500 | \$0.00 | \$0.00 | \$0.00 |

Comments: Property is exempt: LTX Principal Place of Residence.

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------------------|------|---------------|------------------|------------------|-------|
|-------------------------------------|------|---------------|------------------|------------------|-------|

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

| | |
|---------------------------------|---------------|
| CAPITAL IMPROVED VALUE: | \$370,000 |
| SITE VALUE: | \$37,500 |
| CURRENT LAND TAX CHARGE: | \$0.00 |

Notes to Certificate - Land Tax

Certificate No: 80139687

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$37,500

Calculated as \$0 plus (\$37,500 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80139687

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 80139687

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / LEAD CONVEYANCING

| | |
|------------------------|-------------------------------|
| Your Reference: | 76211: M-LH-TRA16-76211 (LEAD |
| Certificate No: | 80139687 |
| Issue Date: | 02 OCT 2024 |
| Enquires: | ESYSPROD |

Land Address: 21 PLENTY ROAD BUNDOORA VIC 3083

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 47156315 | 504 | 742797 | 12189 | 905 | \$0.00 |
| | 504 | 742797 | | | \$0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|-------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|
| 125.4 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. |

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

| | |
|--------------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$370,000 |
| SITE VALUE: | \$37,500 |
| CURRENT CIPT CHARGE: | \$0.00 |

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80139687

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LEAD CONVEYANCING

Your 76211: M-LH-TRA16-76211

Reference: (LEAD

Certificate No: 80139687

Issue Date: 02 OCT 2024

Land Address: 21 PLENTY ROAD BUNDOORA VIC 3083

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 504 | 742797 | 12189 | 905 |
| 504 | 742797 | | |

Vendor: NO THI XUAN TRAN

Purchaser: FOR INFORMATION PURPOSES

| WGT Property Id | Event ID | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total |
|-----------------|----------|--------------------|-------------------|------------------|--------|
| | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 80139687

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>BPAY</p>  <p>Billers Code: 416073 Ref: 80139686</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p> | <p>CARD</p>  <p>Ref: 80139686</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p> | <p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 02/10/2024 08:48:56 AM

**OWNERS CORPORATION 1
PLAN NO. PS742797M**

The land in PS742797M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 115, 201 - 215, 301 - 315, 401 - 412, 501 - 512, 601 - 608, G01, G10, G11, G12, G13, G14, G02, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

G07/12 CATO STREET HAWTHORN EAST VIC 3123

OC047150R 25/02/2020

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:

1. OC047151P 25/02/2020

Additional Owners Corporation Information:

OC047150R 25/02/2020

Notations:

NIL

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0 | 0 |
| Lot 101 | 42 | 42 |
| Lot 102 | 42 | 42 |
| Lot 103 | 51 | 51 |
| Lot 104 | 35 | 35 |
| Lot 105 | 47 | 47 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2024 08:48:56 AM

OWNERS CORPORATION 1
PLAN NO. PS742797M

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 106 | 50 | 50 |
| Lot 107 | 33 | 33 |
| Lot 108 | 44 | 44 |
| Lot 109 | 33 | 33 |
| Lot 110 | 50 | 50 |
| Lot 111 | 47 | 47 |
| Lot 112 | 35 | 35 |
| Lot 113 | 52 | 52 |
| Lot 114 | 42 | 42 |
| Lot 115 | 42 | 42 |
| Lot 201 | 42 | 42 |
| Lot 202 | 42 | 42 |
| Lot 203 | 51 | 51 |
| Lot 204 | 35 | 35 |
| Lot 205 | 47 | 47 |
| Lot 206 | 51 | 51 |
| Lot 207 | 33 | 33 |
| Lot 208 | 44 | 44 |
| Lot 209 | 33 | 33 |
| Lot 210 | 51 | 51 |
| Lot 211 | 47 | 47 |
| Lot 212 | 35 | 35 |
| Lot 213 | 53 | 53 |
| Lot 214 | 42 | 42 |
| Lot 215 | 42 | 42 |
| Lot 301 | 46 | 46 |
| Lot 302 | 43 | 43 |
| Lot 303 | 51 | 51 |
| Lot 304 | 36 | 36 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2024 08:48:56 AM

OWNERS CORPORATION 1
PLAN NO. PS742797M

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 305 | 48 | 48 |
| Lot 306 | 51 | 51 |
| Lot 307 | 34 | 34 |
| Lot 308 | 45 | 45 |
| Lot 309 | 34 | 34 |
| Lot 310 | 51 | 51 |
| Lot 311 | 48 | 48 |
| Lot 312 | 36 | 36 |
| Lot 313 | 53 | 53 |
| Lot 314 | 46 | 46 |
| Lot 315 | 43 | 43 |
| Lot 401 | 36 | 36 |
| Lot 402 | 36 | 36 |
| Lot 403 | 52 | 52 |
| Lot 404 | 34 | 34 |
| Lot 405 | 49 | 49 |
| Lot 406 | 49 | 49 |
| Lot 407 | 49 | 49 |
| Lot 408 | 53 | 53 |
| Lot 409 | 36 | 36 |
| Lot 410 | 52 | 52 |
| Lot 411 | 36 | 36 |
| Lot 412 | 36 | 36 |
| Lot 501 | 37 | 37 |
| Lot 502 | 37 | 37 |
| Lot 503 | 52 | 52 |
| Lot 504 | 35 | 35 |
| Lot 505 | 49 | 49 |
| Lot 506 | 50 | 50 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2024 08:48:56 AM

OWNERS CORPORATION 1
PLAN NO. PS742797M

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|--------------|----------------|----------------|
| Lot 507 | 50 | 50 |
| Lot 508 | 53 | 53 |
| Lot 509 | 37 | 37 |
| Lot 510 | 53 | 53 |
| Lot 511 | 37 | 37 |
| Lot 512 | 37 | 37 |
| Lot 601 | 59 | 59 |
| Lot 602 | 58 | 58 |
| Lot 603 | 53 | 53 |
| Lot 604 | 53 | 53 |
| Lot 605 | 38 | 38 |
| Lot 606 | 54 | 54 |
| Lot 607 | 38 | 38 |
| Lot 608 | 38 | 38 |
| Lot G01 | 34 | 34 |
| Lot G10 | 50 | 50 |
| Lot G11 | 46 | 46 |
| Lot G12 | 34 | 34 |
| Lot G13 | 53 | 53 |
| Lot G14 | 50 | 50 |
| Lot G02 | 36 | 36 |
| Lot G03 | 54 | 54 |
| Lot G04 | 34 | 34 |
| Lot G05 | 46 | 46 |
| Lot G06 | 53 | 53 |
| Lot G07 | 32 | 32 |
| Lot G08 | 43 | 43 |
| Lot G09 | 32 | 32 |
| Total | 3991.00 | 3991.00 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2024 08:48:56 AM

| |
|------------------------------------------------------------------|
| <p>OWNERS CORPORATION 1 PLAN NO. PS742797M</p> |
|------------------------------------------------------------------|

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.

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation 1 on Plan No. PS742797M

'Latrobe Place' – 21-23 Plenty Road, Bundoora, VIC 3083

This certificate is issued for: Lot 504 of Owners Corporation 1 Plan No. PS742797M
'Latrobe Place' – 21-23 Plenty Road, Bundoora, VIC 3083

This postal address for each lot is: 504/21 Plenty Road, Bundoora VIC 3083

Applicant for certificate: Infotrack on behalf of Lead Conveyancing

Delivery address for certificate: Via email: ownerscorp@infotrack.com.au

IMPORTANT:

The information in this certificate is issued on 24/04/2025. 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 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 financial year 01/03/25 to 28/02/26 are **\$3,327.08** payable quarterly in advance.

| Levy Description | Admin Fund | Maint Fund | Total Amount Due | Due Date | Status |
|-------------------------------------|------------|------------|------------------|----------|--------|
| Quarterly Levy 01/03/25 to 31/05/25 | \$716.27 | \$115.50 | \$831.77 | 01/03/25 | Paid |
| Quarterly Levy 01/06/25 to 31/08/25 | \$716.27 | \$115.50 | \$831.77 | 01/06/25 | Unpaid |
| Quarterly Levy 01/09/25 to 30/11/25 | \$716.27 | \$115.50 | \$831.77 | 01/09/25 | Unpaid |
| Quarterly Levy 01/12/25 to 28/02/26 | \$716.27 | \$115.50 | \$831.77 | 01/12/25 | Unpaid |

IMPORTANT NOTE:

The Annual General Meeting has not yet been held. The fees noted above are based on the fees levied for the previous financial period 01/03/24 to 28/02/25. These fees are subject to change depending on the budget to be approved at the next AGM for period 01/03/25 to 28/02/26.

- (b) **The date up to which the fees for the lot have been paid:**
31/05/25
- (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?**
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**
Please refer to attached Certificate of Currency.
- (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 24/04/2025 are:**
Please refer to attached Balance Sheet.
- (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, licenses or agreements affecting the common property?

The following contracts, leases, licenses and agreements were resolved and/or entered into at the Inaugural Meeting held 26/02/20. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to info@mocs.com.au.

- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd for management of Owners Corporation 1 for an initial term of five (5) years commencing 26/02/20.
- Fire Indicator Panel Monitoring Agreement with ADT Fire Monitoring for the provision of fire alarm monitoring services.
- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.
- Building Management, Cleaning & Gardening Agreement with Leon's Property Maintenance & Care Pty Ltd for the provision of building management, cleaning and gardening services in accordance with the terms and conditions as set out in the agreement for an initial term of five (5) years commencing 09/03/20.
- Service Agreement with The Bin Boys for the provision of waste management services for a term of two (2) years commencing 10/03/20.
- Service Agreement with Hamilton Elevators and Parking Systems for the provision of lift maintenance services for a term of seven (7) years commencing 06/03/21.
- Broadband Network Deed between Lynham Networks Pty Ltd (ACN 602 258 337) for the installation of equipment on common property for the provision of high-speed broadband and voice over IP (VOIP) services at the building.
- Embedded Network Services Agreement with The Embedded Networks Company Pty Ltd (ABN 32 119 677 431) for the provision of retail services within an embedded network including the maintenance and management of the metering system on the premises and the supply of electricity and hot water to the common property and lots within the scheme for an initial term of 10 years (with options to extend as per the Agreement).
- Substation Lease between 21 Plenty Road Pty Ltd (ACN 606 619 676) and AusNet Electricity Service Pty Ltd (ACN 064 651 118) 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 remainder of the term at the rental rate of \$0.10c per annum (payable on demand) in accordance with the terms and conditions as set out in the Substation Lease No. X12411.
- Courtyard Licences granted to the registered proprietors of Lots G03, G04, G05 and G06 for use of the part of common property as shown in the 'Courtyard Licence Area Plan' annexed to each of the respective Courtyard Licences for the permitted use as detailed in the licences for a term of one hundred and ninety-nine (199) years at the lease fee of \$1.00 (on demand and as the Licensor directs).

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.
- Broadband Network Deed between Lynham Networks Pty Ltd (ACN 602 258 337) for the installation of equipment on common property for the provision of high-speed broadband and voice over IP (VOIP) services at the building.
- Embedded Network Services Agreement with The Embedded Networks Company Pty Ltd (ABN 32 119 677 431) for the provision of retail services within an embedded network including the maintenance and management of the metering system on the premises and the supply of electricity and hot water to the common property and lots within the scheme for an initial term of 10 years (with options to extend as per the 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, or is 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 Certificate of Currency;
- A copy of the Owners Corporation Balance Sheet;
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Registered Rules of the Owners Corporation;
- A copy of the Long Term Maintenance Plan.

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: 24/04/2025



.....
On behalf of Owners Corporation 1 on Plan No. PS742797M
Kelly Wong - 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

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 28/02/2025

Owners Corporation 1 Plan No. PS742797M

Latrobe Place, 21 Plenty Road, Bundoora VIC 3083

| | Current period |
|----------------------------------------|----------------|
| Owners' funds | |
| Administrative Fund | |
| Operating Surplus/Deficit--Admin | 14,145.51 |
| Owners Equity--Admin | 27,851.64 |
| | 41,997.15 |
| Maintenance Fund | |
| Operating Surplus/Deficit--Maintenance | 42,144.52 |
| Owners Equity--Maintenance | 84,422.92 |
| | 126,567.44 |
| Net owners' funds | \$168,564.59 |
| Represented by: | |
| Assets | |
| Administrative Fund | |
| Cash at bank--Admin | 57,382.17 |
| Prepaid Expenses--Admin | 32,580.19 |
| Receivable--Levies--Admin | 2,457.66 |
| Receivable--Owners--Admin | 2,104.82 |
| | 94,524.84 |
| Maintenance Fund | |
| Cash at bank--Maintenance | 134,041.37 |
| Receivable--Levies--Maintenance | 423.57 |
| | 134,464.94 |
| Unallocated Money | |
| Cash at bank--Unallocated | 4.16 |
| | 4.16 |
| <i>Total assets</i> | 228,993.94 |
| Less liabilities | |
| Administrative Fund | |
| Accrued Expenses--Admin | 12,372.62 |
| Creditor--GST--Admin | (5,520.37) |
| Creditors--Other--Admin | 3,137.00 |
| Prepaid Levies--Admin | 42,538.44 |
| | 52,527.69 |
| Maintenance Fund | |
| Creditor--GST--Maintenance | (88.95) |
| Creditors--Other--Maintenance | 1,127.00 |
| Prepaid Levies--Maintenance | 6,859.45 |
| | 7,897.50 |
| Unallocated Money | |
| Prepaid Levies--Unallocated | 4.16 |
| | 4.16 |

| | |
|--------------------------|---------------------|
| | Current period |
| <i>Total liabilities</i> | 60,429.35 |
| Net assets | <u>\$168,564.59</u> |

Certificate of Currency Residential Strata Insurance Plan

| | |
|----------------------------|--------------------------------------------------|
| Policy No | HQ0006142446 |
| Policy Wording | FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN |
| Period of Insurance | 20/02/2025 to 20/02/2026 at 4:00pm |
| The Insured | OWNERS CORPORATION PLAN NO. PS 742797 |
| Situation | 21 PLENTY ROAD BUNDOORA VIC 3083 |

| Cover Selected | | Sum Insured |
|-----------------------|------------------------------------------------------------|--------------------|
| Section 1 | Insured Property | |
| | Building | \$22,924,764 |
| | Common Area Contents | \$229,428 |
| | Loss of Rent & Temporary Accommodation (total payable) | \$3,438,714 |
| | Optional Benefit Lot/Unit Wall Coverings | Selected |
| Section 2 | Liability to Others | \$20,000,000 |
| Section 3 | Voluntary Workers | |
| | Death | \$200,000 |
| | Total Disablement | \$2,000 per week |
| Section 4 | Fidelity Guarantee | \$100,000 |
| Section 5 | Office Bearers' Legal Liability | \$100,000 |
| Section 6 | Machinery Breakdown | \$100,000 |
| Section 7 | Catastrophe Insurance | |
| | Sum Insured | \$3,438,714 |
| | Extended Cover - Loss of Rent & Temporary Accommodation | \$515,807 |
| | Escalation in Cost of Temporary Accommodation | \$171,935 |
| | Cost of Removal, Storage and Evacuation | \$171,935 |
| Section 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 |
| Section 9 | Lot Owners' Fixtures and Improvements (per lot) | \$250,000 |

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

| insured event | Benefit |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1 Death | \$200,000 |
| 2 Total and irrecoverable loss of all sight in both eyes | \$200,000 |
| 3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot | \$200,000 |
| 4 Total and permanent loss of the use of one hand or of the use of one foot | \$100,000 |
| 5 Total and irrecoverable loss of all sight in one eye | \$100,000 |
| 6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement: | |
| i a weekly benefit of or if higher | \$1,000 |
| ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of | \$2,000 |
| b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement: | |
| i a weekly benefit of or if higher | \$500 |
| ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of | \$1,000 |
| 7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding | \$500 |
| 8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding | \$2,000 |

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

| | |
|-------------------------------------------------------------|----------|
| Increased exploratory costs, replacement of defective parts | Selected |
| Extended Temporary Accommodation and Loss of Rent | Selected |
| Fusion | Selected |
| Fallen Trees | Selected |
| Landscaping | Selected |
| Fire extinguishing | Selected |
| Personal Property of Others | Selected |
| Removal, storage costs | Selected |
| Temporary Accommodation/Rent/contributions/storage | Selected |
| Emergency accommodation | Selected |

| | |
|----------------------------------------------------------------|----------|
| Arson reward | Selected |
| Electricity, gas, water and similar charges - excess costs | Selected |
| Keys, lock replacement | Selected |
| Electricity, Gas, Water and Similar Charges - unauthorised use | Selected |
| Funeral Expenses | Selected |
| Modifications | Selected |
| Money | Selected |
| Mortgage Discharge | Selected |
| Pets, Security Dogs | Selected |
| Removal of Squatters | Selected |
| Court appearance | Selected |

Date Printed

18/02/2025

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 QM 8026 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. PS742797M
LATROBE PLACE, 21 PLENTY ROAD, BUNDOORA VIC 3083

| | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE, PLACE & TIME OF MEETING: | An Annual General Meeting of the Owners Corporation was held on: Date: Wednesday, 26 th June 2024 Time: 5:00 PM Venue: Zoom Conference |
| PRESENT: | Lot G5 – Jennifer Wall Lot G8 – Biljana Grbevaska Lot G11 – Patrick Scott Lot 107 – Daniela Pfaender Lot 113 – Laura Bajada-Paton Lot 213 – Lazaros Beslis Lot 303 – Verica Turk Lot 305 – Yao Wang Lot 410 – Luisa Capuana Lot 503 – Azzah Yacoub Lot 507 – Karen Reardon Lot 604 – Vincenzo La Rosa Lot 607 – Jefferson Paril |
| PROXIES: | Lot G12 – Christine Antoni <i>In favour of Patrick Scott</i> Lot 212 – Mulky Borrowing Co Pty Ltd <i>In favour of Dinesh Mulky (not attending)</i> Lot 508 – Nicholas Soklev & Christine Soklev <i>In favour of Kelly Wong</i> |
| APOLOGY: | Lot 401 – Damian Merlino |
| IN ATTENDANCE: | Kelly Wong – OC Manager, MOCS Tracy Chen – Assistant OC Manager, MOCS |
| 1. QUORUM: | As only 15 out of 91 lots forming Owners Corporation 1 (Unlimited) on Plan No. PS742797M were presented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporation Act 2006, the meeting would proceed with all decisions being interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision. |

2. CHAIRPERSON: It was resolved:

To appoint Kelly Wong to chair the meeting.

3. MINUTES: It was resolved:

That the minutes of the previous Annual General Meeting held on 01/11/2023 as attached to the Notice of Meeting be accepted.

Motion: Carried unanimously

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.

Motion: Carried unanimously

Note:

- 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) Committee Chair's Report
- b) Manager's Report

Motion: Carried unanimously

Note:

- A tier one (>100 occupiable lots) owners corporation or a tier two (51-100 occupiable lots) owners corporation must prepare and approve a maintenance plan.
- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan.

6. AUDITOR:

It was resolved:

- a) To accept the auditor's report on the financial statements for the period 01/03/2023 to 29/02/2024 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit for the period ending 28/02/2025.

Motion: Carried unanimously

7. FINANCIAL REPORTS:

It was resolved:

That the audited financial statements for the period 01/03/2023 to 29/02/2024 as attached to the Notice of Meeting be accepted.

Motion: Carried unanimously

8. BUDGET & CONTRIBUTIONS:

It was resolved:

- a) That the proposed Administration Fund Budget for the period 01/03/2024 to 28/02/2025, as attached to the Notice of Meeting be accepted.
- b) That the Administration Fund contribution be set at \$297,000.00 plus GST per annum to commence on 01/03/2024.
- c) That the proposed Maintenance Fund Budget for the period 01/03/2024 to 28/02/2025 as attached be tabled and adopted.

- d) That the Maintenance Fund contribution be set at \$47,892.00 plus GST per annum to commence on the 01/03/2024.
- 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 March, 1st June, 1st September and 1st December of each year.
- f) That an adjustment levy totaling \$11,362.37 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 01/03/2024 to 31/08/2024. The adjustment levy is due and payable in 2 equal installments on 01/09/2024 and 01/12/2024.

Motion: Carried unanimously

9. ARREARS & PENALTY INTEREST:

It was resolved:

- a) That Owners Corporation 1 on Plan No. PS742797M 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. PS742797M 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. PS742797M 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.

Motion: Carried unanimously

Note:

- 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.

10. APPOINTMENT OF COMMITTEE:

Pursuant to Section 100 and 103 of the Owners Corporations Act 2006, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 and not more than 7 Members. The Members must be Lot Owners or hold a proxy for a Lot Owner.

Members who have any amounts owing to the Owners Corporation are not eligible to be elected as a Committee Member.

It was resolved:

- a) That the following persons (7) be elected to the Committee for Owners Corporation 1 on Plan No. PS742797M.
Lot G5 - Jennifer Wall
Lot G11 – Patrick Scott
Lot 113 - Laura Bajada-Paton
Lot 213 - Lazaros Beslis
Lot 305 - Yao Wang
Lot 503 – Azzah Yacoub
Lot 507 - Karen Reardon
- b) That Laura Bajada-Paton be elected as Chairperson of Owners Corporation 1 on Plan No. PS742797M.
- c) That Melbourne Owners Corporation Services (MOCS) be elected as Secretary of Owners Corporation 1 on Plan No. PS742797M.
- d) That at least three members of the Committee be members of the Grievance Committee as needed.

Motion: Carried unanimously

11. 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.

Motion: Carried unanimously

12. **ESSENTIAL SAFETY:** Note: 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.

13. **GENERAL BUSINESS:**

Private lot defects

Azzah Yacoub raised the difficulties of contacting the builder- ARC3 for defects rectification/ investigation works. She will keep following up with the builder and may consider lodging a complaint to Victorian Building Authority if there is no response received from ARC3.

Overhanging tree branches from neighbour property at 19 Plenty Rd

Members raised the concern of overhanging trees has caused pest issue. MOCS has also sent a notification letter to the neighbouring property requesting them to cut the overhanging branches. However, it was advised by council that the Owners Corporation could cut away the branches that are overhanging onto 21 Plenty property's boundary.

The Committee would check the units that could access to cut the overhanging branches and MOCS to notify residents to liaise for access.

Garage remote control system installation

It was advised to members that it is confirmed to proceed with the garage remote control system installation and the purpose is for added security and convenience.

Parcel box/ theft

It was raised about parcel theft and possibility of having parcel drop off box. However, the parcel drop off box may create a security breach to the building.

It is suggested to issue a circular to all residents that to divert their parcel to the nearby post office for collection if they are unable to receive it on the delivery day.

14. **CLOSE OF MEETING:** There being no general business, the meeting closed at 6:02 pm.

PART A

DEFINITIONS AND INTERPRETATION

These Rules are made by Owners Corporation 1 of Plan No. PS742797M for Latrobe Place.

The Regulations provide for:

- (a) the powers of the Owners Corporation;
- (b) the general duties of Members and Occupiers;
- (c) meetings and administration of the Owners Corporation;
- (d) insurance; and
- (e) and other miscellaneous matters.

DEFINITIONS

1.1. In these Rules:

"Act" means the Owners Corporations Act 2006;

"Additional Rules" means the Rules in Part C;

"Attachment" means an attachment to these Rules;

"Authority" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency;

"Bicycle Storage Facilities" means the bicycle storage facilities located on the Common Property;

"Building" means the building and improvements located on the Land, including where applicable the Common Property;

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

"Building Services" means:

- (a) water, gas, artificially heated or cooled air, or heating oil;
- (b) sewerage and drainage;
- (c) telephone, radio and television;
- (d) security systems; and
- (e) any other facility, supply or transmission;

"Building Works" means any works, alterations, additions, repairs or replacement of:

- (a) Common Property structures including Common Property walls, floor and ceiling enclosing a Lot;
- (b) Building Facilities;
- (c) Building Services;
- (d) the structure of a Lot including dividing walls between Lots; and
- (e) a load bearing wall;

"Car Park" means that part of the Building and Land designated for entry and exit of Motor Vehicles and Motorcycles to and from the Car Spaces and the Visitor Car Spaces;

"Car Space" means that part of a Lot designated for the parking of Motor Vehicles;

"Common Property" means the common property on the Plan;

"Developer" means 21 Plenty Road Pty Ltd;

"Developer's Mortgagee" means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;

"Development" means Latrobe Place, 21-13 Plenty Road, Bundoora;

"Facade" means the exterior walls of the Building, including any glass walls or windows;

"Fire Safety Device" means any structure or device contained within a Lot or the Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Building;
- (b) provides lighting in the case of smoke, heat or fire within the Building;
- (c) controls access throughout the Building in the case of smoke, heat or fire in the Building including doors, stairs and lifts;
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Building; and
- (e) is required by Law for fire safety or that otherwise improves fire safety;

"Land" means all of the land in the Plan;

"Law" means any statute, regulation, proclamation, ordinance, order or by-laws enacted under any statute or subordinate legislation;

"Lot" means all of the Lots shown on the Plan;

"Manager" means

- (a) a manager appointed by the Owners Corporation pursuant to Section 119 of the Act; and
- (b) a building manager appointed by the Owners Corporation;

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

"Model Rules" means the rules set out in Part B;

"Motor Vehicle" means a motor vehicle:

- (a) with a tare weight of not more than 2 tonnes; and
- (b) with dimensions capable of fitting within a Car Space and gaining entry to the Car Spaces without causing damage to the Building;

"Occupier" means a person lawfully in occupation of a Lot;

"Owners Corporation" means Owners Corporation 1 on the Plan and as otherwise defined by the Act;

"Plan" means Plan of Subdivision No. PS742797M;

"Regulations" means the Owners Corporation Regulations 2007;

"Rules" means all of the:

- (a) Model Rules;
- (b) Additional Rules; and
- (c) any other rules of use as implemented or varied from time to time;

"Security Key" means an FOB key, security access card and similar security device;

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

"Storage Space" means that part of a Lot designated for storage;

"Visitor Car Spaces" means that part of the Common Property designated for the parking of Motor Vehicles by visitors to the Development; and

"Window Coverings" means any internal or external covering to a window of a Lot.

INTERPRETATION

- 1.2. These Rules must be read in conjunction with the Act and the Regulations.
- 1.3. Where there is any inconsistency between the Model Rules and the Additional Rules, the Additional Rules prevail to the extent of the inconsistency.
- 1.4. The index and headings in these Rules are not:
 - (a) part of these Rules; and
 - (b) to be taken into account in interpreting these Rules.
- 1.5. A word which is in these Rules but is not defined has the meaning set out in the Act.
- 1.6. An obligation imposed on more than 1 person is enforceable against each person separately, together or in any combination.

- 1.7. The singular includes the plural and vice-versa and a gender includes both genders.
- 1.8. Where any form of the word 'include' is used it is to be read as if followed by the words 'without limitation'.
- 1.9. A reference to any document, instrument or Law includes any variation of replacement.
- 1.10. A consent given by the Owners Corporation in accordance with these Rules, except where otherwise stated, may be:
 - (a) granted or withheld in the absolute discretion of the Owners Corporation;
 - (b) revocable; and
 - (c) given subject to conditions.

PART B
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

2.1. Metering of Services and Apportionment of Costs of Services

1. The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot Owner or Occupier that is more than the amount that the supplier would have charged the Lot Owner or Occupier for the same goods or services.

2. If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot Owner or Occupier from the relevant supplier.

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

- a. must be claimed by the Lot Owner or Occupier and the Owners Corporation has given the Lot Owner or Occupier an opportunity to claim it and the Lot Owner or Occupier has not done so by the payment date set by the relevant supplier; or
- b. is paid directly to the Lot Owner or Occupier as a refund.

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. 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

1. The grievance procedure set out in this rule applies to disputes involving a Lot Owner, manager, or an Occupier or the Owners Corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

PART C

ADDITIONAL RULES

1. USE OF LOTS

1.1 A Member or Occupier must not :

- a. use or permit its Lot to be used for any purpose which may be illegal or damaging to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the invitees of any such Member or Occupier;
- b. dispose or permit disposal of cigarette butts, cigarette ash or any other materials, including rubbish, plastic/glass bottles, glass objects, etc from its Lot onto the Common Property and other Lots;
- c. make or permit to be made any noise which may be heard outside its Lot between the hours of Monday to Friday from 10.00pm to 7.00am, Saturday from 11.00pm to 8.00am and Sunday from 10.00pm to 7.00am;
- d. do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- e. install or permit to be installed any safe on its Lot unless it obtains the prior written consent of the Manager, and pays the costs of the Owners Corporation in relation to that consent; and
- f. conduct a business out of or use its Lot for the conduct of a business including as a serviced apartment.

2. USE OF COMMON PROPERTY

2.1 A Member or Occupier must not:

- a. use or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any 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;
- d. permit any child under the age of 14 years under its control 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. use or permit persons under its control to use skateboards, roller skates, roller blades, bicycles, tricycles, motor scooters, scooters or the like in the Common Property;
- f. 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 Occupier of any other Lot;
- g. obstruct any hallways, passage ways, stairwells or lifts of the Common Property;
- h. hold or allow to be held any public auction on or near the Common Property without the Owners Corporation's prior written consent;
- i. park or leave a vehicle:
 - A. on the Common Property which obstructs any driveway or entrance to a Lot; or
 - B. within the Visitor Car Spaces; and

- C. in any place other than the Car Park;
- j. permit a visitor to its Lot to use the Visitor Car Spaces for more than 12 hours without the prior written consent of the Owners Corporation;
- k. do or permit anything which might cause structural damage to the Building without the prior written consent of the Owners Corporation;
- l. do anything to damage or deface or interfere with the Common Property or interfere with the smooth running of the Common Property by the Owners Corporation;
- m. interfere with any personal property owned by the Owners Corporation;
- n. interfere with the operation of any equipment installed in the Common Property;
- o. use or permit the Common Property to be used other than in accordance with the directions of the Manager and the Owners Corporation;
- p. open, close or adjust any louver window/s located on the Common Property;
- q. enter or permit any person to enter into any:
 - A. plant room;
 - B. machine housing;
 - C. waste disposal room;
 - D. electricity switch room; and
 - E. any other Building Facilities; and
- r. adjust or permit any person to adjust any:
 - A. thermostat;
 - B. board control;
 - C. electricity;
 - D. gas;
 - E. heating or cooling controls; and
 - F. any other Building Services.

3. MOVING IN - MOVING OUT

- 3.1 A Member or Occupier must only move in or out in accordance with the instructions given by the Owners Corporation and/or its representatives.
- 3.2 A Member or Occupier must, not less than 72 hours prior to the intended date for moving into or moving out of its Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move.
- 3.3 Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot.
- 3.4 All moves in and out of the Building will only be permitted between the hours of 9.00 am and 4.00 pm Monday to Friday and between the hours of 10.00am to 2.30pm on Saturday, with no moves permitted to be made on Sundays or Public Holidays. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation
- 3.5 A Member or Occupier must complete an indemnity form prior to and after the move.

- 3.6 A Member or Occupier must give at least 48 hours written notice prior to accepting delivery of or moving any large items or any heavy items, including but not limited to large articles, whitegoods and furniture.
- 3.7 No moving of any heavy or large items will be permitted if it has not been booked with the Manager.
- 3.8 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 of a Lot.
- 3.9 A Member or Occupier must make arrangements with the Manager as to a suitable location to leave boxes, cartons and containers used in the move in or move out process.
- 3.10 A Member or Occupier must comply with all directions made by the Manager or Owners Corporation regarding moving in or moving out of its Lot.
- 3.11 The Owners Corporation reserves the right to charge a fee for move ins/outs of the Building. This fee is to cover the cost of a suitable company to be engaged to supervise the move to ensure the building is protected.

4. DAMAGE TO COMMON PROPERTY

- 4.1 A Member or Occupier must promptly notify the Manager of any damage to the Common Property.

5. SECURITY

- 5.1 A Member or Occupier must at its cost comply with the requirements of the Manager or the Owners Corporation regarding the security of the Common Property
- 5.2 The Owners Corporation must take all reasonable steps to ensure the security of from intruders and to preserve the safety of the Development from fire or other hazards including:
 - a. closing off or restricting access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - b. permitting, to the exclusion of Members or Occupiers of a Lot, any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - c. restricting access of Members and Occupiers of Lots of one level of the Development to any other level of the Development.
- 5.3 The Owners Corporation may make rules of use to ensure the security of the Development from intruders.
- 5.4 If the Owners Corporation restricts the access of Members or Occupiers of Lots under these Rules the Owners Corporation must make 2 Security Keys available to each Member.
- 5.5 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier of a Lot.
- 5.6 A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of its Lot including without limitation, entering into an appropriate agreement under any lease or licence agreement of a Lot to ensure return of the Security Key to the Member or the Manager upon expiry of the Occupier's lease or licence.
- 5.7 A Member in possession of a Security Key must:
 - a. not duplicate or permit the Security Key to be duplicated; and

- b. take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than an Occupier of its Lot and is not disposed of otherwise than by returning it to the Member or the Manager.

5.8 A Member or Occupier must promptly notify the Manager if a Security Key is lost or destroyed.

5.9 Security Keys remain the property of the Owners Corporation.

6. OWNERS CORPORATION LEVIES

6.1 A Member or Occupier must pay:

- a. administrative levies; and
- b. special levies,

set by the Owners Corporation on the due date according to its Lot Entitlement on the Plan.

6.2 The Owners Corporation may charge interest on outstanding levies at the rate of interest payable under the Penalty Interest Rates Act 1983.

6.3 The Owners Corporation may recover all of its costs in relation to:

- a. the recovery of outstanding levies; and
- b. a breach of the Model Rules or Additional Rules by a Member or Occupier.

7. COMPLIANCE WITH LAWS

A Member or Occupier must at its cost promptly comply with all laws relating to its Lot including any requirements, notices and orders of an Authority.

8. RIGHT OF WAY

8.1 Each Member and Occupier agrees and acknowledges that:

- a. without limiting the rights of the Owners Corporation under section 12(2) of the Subdivision Act 1988, it agrees to grant an easement of way (“**Easement**”) over its Lot for the purpose of the Owners Corporation gaining access to the plant and service areas and any service pipes or ducts located in its Lot which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lots and the Common Property by Members and Occupiers;
- b. it 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 its Lot without interruption and disruption; and
- c. it must not unreasonably interfere with or prevent the use of the Easement.

9. APPEARANCE OF LOT

9.1 A Member or Occupier must not:

- a. alter the exterior walls, glass walls or windows of its Lot without the prior written consent of the Owners Corporation;
- b. maintain inside its Lot anything visible from outside its Lot which is not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;
- c. install or permit to be installed bars or grilles or other safety devices to the exterior of any windows or doors of its Lot;

- d. install or permit to be installed in any part of its Lot any bars, enclosures or grilles visible from outside its Lot not in keeping with the rest of the Building;
- e. operate or permit to be operated on its Lot any device or electronic equipment which interferes with any appliance on the Common Property, another Lot or another part of the Building;
- f. attach to or hang from the exterior of its Lot any aerial or any security device or wires;
- g. install or operate or permit to be installed or operated on its Lot any intruder alarm which emits an audible signal;
- h. change any glazed, tinted or treated portions of its Lot or the surrounding Common Property in a manner which alters the exterior appearance of its Lot;
- i. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus on its Lot that can be viewed from the exterior of the Building; and
- j. place any washing, towel, bedding, clothing or other article in its Lot visible from outside its Lot without the prior written consent of the Owners Corporation.

10. BUILDING FACILITIES AND BUILDING SERVICES

10.1 A Member or Occupier must:

- a. only use Building Facilities and Building Services in its Lot and the Common Property for their proper purpose;
- b. not allow any rubbish or foreign material or substance to be placed in any Building Facilities and Building Services; and
- c. not use the Building Facilities and Building Services for any purpose other than those for which they were constructed and not sweep or allow rubbish or other substances to be deposited in them.

10.2 Any costs or expenses resulting from damage or blockage to the Building Facilities and Building Services caused by a Member or Occupier will be its responsibility.

11. FIRE CONTROL

11.1 A Member or Occupier must:

- a. not use, interfere with or obstruct any Fire Safety Device except in an emergency; and
- b. observe and comply with all fire or emergency drills conducted in the Building.

11.2 The Owners Corporation or Manager must, in respect of the Development or a Lot, as appropriate:

- a. consult with any relevant Authority as to appropriate Fire Safety Devices for the Development or a Lot;
- b. ensure that the appropriate contractors are engaged for the provision of all adequate Fire Safety Devices in the Development or to a Lot to the satisfaction of all relevant Authorities;
- c. ensure that the appropriate contractors are engaged to take all reasonable steps to ensure compliance with all fire laws in respect of the Development or a Lot; and

- d. ensure that a Member or Occupier or any other person does not interfere with or activate any Fire Safety Device in the Common Property area or Building except in an emergency.
- 11.3 A Member or Occupier must not store on its Lot any flammable chemical, liquid, gas or other material other than a domestic gas bottle suitable for barbecues, in accordance with the following conditions:
- a. the gas bottle must not be more than 9kg;
 - b. the gas bottle must not be filled with more than 8.5kg of gas by weight; and
 - c. only 1 gas bottle may be stored on a Lot at any time.
- 11.4 A Member or Occupier will be responsible for all isolation and de-isolation of Fire Safety Device requests made by it at the cost rate set out by the authorised relevant essential services contractor plus any administration costs incurred by the Owners Corporation.
- 12. AIR CONDITIONING AND HEATING**
- 12.1 A Member or Occupier must not install any reverse cycle air-conditioning unit in its Lot:
- a. unless it meets the specifications of the original unit installed in its Lot; and
 - b. without the prior written consent of the Owners Corporation.
- 13. PLANTS**
- 13.1 A Member or Occupier who has plants on its Lot must at its cost:
- a. ensure that the plants are properly maintained and securely fixed or tethered;
 - b. not water the plants and the soil in such pots so that water may escape onto its Lot, the Common Property or other Lots; and
 - c. ensure that all pot plants have a suitable saucer/dish for the collection of excess water.
- 14. COMPLIANCE WITH RULES AND RULES OF USE**
- 14.1 A Member or Occupier must at its cost comply with:
- a. the Rules; and
 - b. all directions and rules of use set by the Manager or the Owners Corporation.
- 14.2 A Member or Occupier must at its cost ensure that its agents, licensees, invitees, contractors and visitors comply with:
- a. the Rules; and
 - b. all directions and rules of use set by the Manager or the Owners Corporation from time to time.
- 14.3 A breach of any directions or rules of use is a breach of the Rules.
- 14.4 A Member or Occupier uses the Common Property at its own risk.
- 14.5 A Member or Occupier must pay, within 7 days of notice from the Owners Corporation, the costs of the Owners Corporation in relation to:
- a. remedying any breach by it of the Rules; and

- b. any damage caused by any breach by it of the Rules.

15. PETS AND ANIMALS

- 15.1 A Member or Occupier may keep a maximum of two (2) domestic animals or pets on its Lot if it has:
- a. obtained the prior written consent of the Owners Corporation;
 - b. registered the domestic animal or pet with the City of Melbourne Council;
 - c. registered the domestic animal or pet with the Owners Corporation and/or the Manager; and
 - d. provided a photograph of the domestic animal or pet to the Owners Corporation and/or the Manager.
- 15.2 A Member or Occupier must at its cost ensure that any domestic animal or pet belonging to it:
- a. does not vomit, urinate or defecate on the Common Property;
 - b. does not access the front of the Building;
 - c. is kept within its Lot;
 - d. is kept on a lead and/or carried in a cage whilst on the Common Property;
 - e. is not left or tied up on the Common Property for longer than is reasonably necessary; and
 - f. does not unreasonably interfere with a Member or Occupier of any other Lot.
- 15.3 A Member or Occupier:
- a. must at its cost immediately clean any vomit, urine, faeces and any other mess or untidiness caused by the domestic animal or pet, including footprints; and
 - b. is liable to the Members or Occupiers of any other Lot for any damage to any person, a Lot or the Common Property caused by its domestic pet or animal.

16. CLEANING OF LOT AND RANGEHOOD

- 16.1 A Member or Occupier must at its cost:
- a. keep its Lot in a clean and tidy condition;
 - b. keep its Lot free of pests and vermin; and
 - c. clean the filters of any rangehood installed in its Lot at least once every 3 months.

17. GARBAGE/RUBBISH

- 17.1 A Member or Occupier must at its cost
- a. not dispose of garbage/rubbish onto the Common Property; and
 - b. deposit all garbage and rubbish in the allocated recyclable bins specifically provided for that purpose and/or garbage bins for general waste.
- 17.2 A Member or Occupier must dispose of garbage in the manner specified by the Owners Corporation or the Manager from time to time but otherwise:
- a. rubbish or refuse from a vacuum cleaner must be placed in a rubbish bag and securely closed before disposing of it in the garbage/rubbish chute;

- b. glass items must be completely drained, cleaned and deposited in the recycling bin for glass items;
- c. recyclable items, such as paper, cardboard and plastic are to be placed in the recycling bin for these items;
- d. all other garbage must be drained and securely wrapped in small parcels and deposited in the rubbish chute; and
- e. all cardboard boxes and packaging must be broken down and neatly placed in an area designated by the Manager.
- f. A Member or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots, and any improper disposal of garbage or waste that requires cleaning or repairs to the Common Property will be chargeable to the offending Member or Occupier.
- g. A Member or Occupier must ensure that any oversized waste such as construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the bins or any area of Common Property. Costs of removal caused by disposal of oversized waste in the garbage bins and/or removal of such items from Common Property will be charged to the offending Member or Occupier.

18. STORAGE OF BICYCLES

18.1 A Member or Occupier must:

- a. not permit any bicycle to be stored in any place other than the Bicycle Storage Facilities;
- b. not use the lifts in the Building for taking bicycles to and from its Lot;
- c. not enter any part of the Building with a bicycle except by Back of House; and
- d. comply with the rules of use for bicycles set by the Owners Corporation or Manager.

19. SIGNS, BLINDS, UMBRELLAS AND AWNINGS

19.1 A Member or Occupier 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 its Lot which is visible from outside its Lot.

19.2 A Member or Occupier must only install the Window Coverings which have been approved by the Owners Corporation.

19.3 A Member or Occupier must not install:

- a. any type of awnings, external umbrella or other shade coverings to the terrace or balcony; and
- b. venetian or vertical blinds to the windows,

of its Lot.

19.4 The backing colour of any curtains, blinds or other Window Coverings which are visible from outside the Lot must be white or off white and no other colour whatsoever.

20. FLY SCREENS AND SECURITY DOORS

- 20.1 A Member or Occupier must not install any fly screen or security door on the outside of:
- a. the entrance door; and
 - b. the sliding door on the balcony,
- of its Lot.
- 20.2 A Member or Occupier may install a fly screen or security door on the inside of any door on its Lot if it:
- a. provides the Owners Corporation with:
 - i. an engineer's report; and
 - ii. scope of works; and
 - b. obtains the prior written consent of the Owners Corporation.

21. MAIL

- 21.1 A Member or Occupier must at its cost:
- a. clear its mail box every day; and
 - b. arrange for its mail box to be cleared by another person if it is absent for more than one night.

22. SPECIAL RIGHTS FOR THE DEVELOPER AND THE DEVELOPER'S MORTGAGEE

- 22.1 For a period of 10 years from the date of the first meeting of the Owners Corporation these Additional Rules will not prevent or hinder the Developer or the Developer's Mortgagee from:
- a. completing construction and/or improvements on the Land; and
 - b. selling or leasing any Lot;
 - c. using any Lot as a display Lot to assist in the marketing and sale of the other Lots;
 - d. placing signs and other materials relating to the sale and/or lease of Lots on the Common Property;
 - e. conducting an auction sale in a Lot or on the Common Property; and
 - f. using the Common Property to assist in the completion of construction works and the sale of any Lot.
- 22.2 Each Member consents to:
- a. this Additional Rule 22;
 - b. the entitlements of the Developer granted by this Additional Rule 22; and
 - c. the Developer or the Developer's Mortgagee carrying out the activities set out in this Additional Rule 22.

22.3 A Member or Occupier must not:

- a. prevent;
- b. interfere with;
- c. object to; or
- d. make any claim against,

the Developer or the Developer's Mortgagee carrying out the activities set out in this Additional Rule 22.

22.4 The Owners Corporation must do all things reasonably required by the Developer or the Developer's Mortgagee to facilitate the:

- a. efficient and economic completion of the construction of the Development; and
- b. sale of the Lots,

including:

- c. signing all necessary consents; and
- d. restricting access to any part of the Common Property.

23. BUILDING WORKS

23.1 A Member or Occupier must not undertake any Building Works without a professional acoustic report.

23.2 A Member or Occupier must not undertake any Building Works in relation to its Lot except in accordance with the following requirements:

- a. all requisite permits, approvals and consent under all relevant laws ('Approvals') must be obtained from any relevant Authority;
- b. the Building Works must be carried out:
 - i. in accordance with the Approvals;
 - ii. in a reasonable manner to minimise any nuisance, annoyance, disturbance and inconvenience to Members and Occupiers of other Lots;
 - iii. using high quality finishes and materials; and
 - iv. in a proper and workmanlike manner by qualified and licensed building contractors;
- c. Building Works which include the use of heavy machinery, or jack hammer or the like 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), or at any time during weekends or public holidays; and
- d. the Building Works must not affect:
 - i. the external appearance of the Building or the Common Property;
 - ii. the structure of the Building;

- iii. the Building Facilities and Building Services;
- iv. the Fire Safety Devices and fire rating of the Building; and
- v. the acoustic ratings of the Building.

- 23.3 A Member or Occupier must not proceed with any Building Works until it:
- a. gives the Owners Corporation plans and specifications of the Building Works;
 - b. gives the Owners Corporation any further information in relation to the Building Works requested by the Owners Corporation;
 - c. receives written consent for the Building Works from the Owners Corporation; and
 - d. pays the Owners Corporation's reasonable costs in relation to the Building Works before the commencement of the Building Works.
- 23.4 A Member or Occupier must when undertaking the Building Works:
- a. comply with the proper and reasonable directions of the Owners Corporation in relation to:
 - i. Building operations;
 - ii. means of access;
 - iii. use of Common Property;
 - iv. on-site management;
 - v. Building protection; and
 - vi. hours of work;
 - b. comply with:
 - i. all the requirements of any relevant Authority; and
 - ii. any other relevant Model Rules and Additional Rules;
 - c. ensure that its building contractors:
 - i. are supervised in the carrying out of the Building Works; and
 - ii. effect and maintain, a contractor's all risk insurance policy, noting the interest of the Owners Corporation; and
 - d. ensure that:
 - i. building materials are not stacked or stored in the front side or rear of the Common Property or the Building;
 - ii. scaffolding is not erected on the Common Property or the exterior of the Building; and
 - iii. construction vehicles and construction workers' vehicles are not brought into, or parked in, the Common Property.

- 23.5 A Member or Occupier must at its cost repair any damage to:

- a. the Common Property;
- b. any other Lot;
- c. Building Facilities; and
- d. Building Services,

caused by the Building Works.

23.6 The Manager may, in its absolute discretion require a Member or Occupier to pay a security deposit or bond (Bond) in relation to its obligations under this Rule.

23.7 The Owners Corporation may, in its absolute discretion, use the Bond to repair any damage to the items set out in Additional Rule 23.5 if a Member or Occupier does not comply with its obligations under Additional Rule 23.5.

23.8 The Owners Corporation may stop all Building Works if the Member or Occupier has not complied with this Additional Rule 23.

24. CLEANING OF BUILDING

24.1 A Member or Occupier must allow the Owners Corporation cleaners access to the balconies and terraces on its Lot to clean the Façade of the Building.

24.2 A Member or Occupier of a Lot where anchor points are located must provide access with or without notice should notice not be able to be given in an emergency.

24.3 A Member or Occupier must at its cost clean:

- a. balconies and terraces;
- b. windows;
- c. glass doors/areas, and
- d. external and internal facing,

of its Lot at least once per calendar month or within 7 days of a written notice from the Owners Corporation.

25. LEASING A LOT

25.1 If a Member grants a lease or licence (Lease) its Lot to an Occupier it must at its cost:

- a. ensure that Lease is not less than 6 months;
- b. give the Occupier a current copy of the Rules;
- c. ensure that the Rules are incorporated in the Lease as an essential term;
- d. ensure that the Occupier and its visitors and invitees comply at all times with the Rules;
- e. take all action available to remedy a breach of the Rules by the Occupier and its visitors; and
- f. give to the Manager:
 - i. contact details of the real estate agent managing the Lease;

- ii. written details of the Occupier; and
- iii. a copy of the Lease.

26. PERSONAL INFORMATION OF MEMBERS AND OCCUPIERS

- 26.1 The Owners Corporation may collect personal information about Members and Occupiers of Lots, including but not limited to their name and address.
- 26.2 Personal information collected by the Owners Corporation regarding Members and Occupiers may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

27. USE OF CAR SPACES

- 27.1 A Member or Occupier must not:
- a. use or permit a Car Space to be used for any purpose other than the parking of a Motor Vehicle including but not limited to:
 - i. storage;
 - ii. residence;
 - iii. the repair, maintenance, servicing, disassembly or assembly of a Motor Vehicle; and
 - iv. the cleaning or washing of a Motor Vehicle;
 - b. leave any Motor Vehicle in any part of the Car Park other than in a Car Space;
 - c. bring into a Car Space or the Car Park any Motor Vehicle which is:
 - i. heavily soiled;
 - ii. un-roadworthy;
 - iii. excessively noisy;
 - iv. dangerous; or
 - v. leaking fuel, gas, oil or water;
 - d. enclose a Car Space; and
 - e. affix any door, cage, storage cupboards or bicycle rack to a Car Space without the prior written consent of the Owners Corporation.

28. USE OF CAR PARK

- 28.1 A Member or Occupier must at its cost comply with:
- a. every traffic sign in or at the entrance or exit of the Car Park;
 - b. any conditions of entry imposed by the Owners Corporation in relation to the Car Park including but not limited to speed restrictions;
 - c. any traffic management plan imposed by the Owners Corporation; and
 - d. any enforcement measures imposed by the Owners Corporation in relation to the misuse of the Car Spaces and the Car Park.

- 28.2 The Owners Corporation may:
- a. remove any Motor Vehicle which:
 - i. is not parked wholly within a marked Car Space;
 - ii. is not parked on the Car Space designated for that Motor Vehicle;
or
 - iii. does not comply with the Rules;
 - b. install traffic signs in the Car Park and the entrances and exit to the Car Park;
 - c. install speed humps and other traffic control devices in the Car Park;
 - d. impose conditions of use in relation to the Car Park including maximum speed restrictions; and
 - e. designate Car Spaces by numbering, line marking or other means.

29. USE OF STORAGE SPACE

- 29.1 A Member or Occupier must not:
- a. use or permit a Storage space to be used for any purpose other than storage including but not limited to:
 - i. a residence; and
 - ii. the parking of a Motor Vehicle; and
 - b. store anything on a Storage space which:
 - i. emits odours;
 - ii. emits noise;
 - iii. is not dry or clean;
 - iv. is rubbish or waste materials including but not limited to any refuse or food or food waste or other putrescible matter; and
 - v. is not in conjunction with the use of its Lot.

Ref No. 16844

Owners Corporation Maintenance Survey 21 Plenty Road, Bundoora



This maintenance survey only relates to the common property and outward appearance of the property

| | |
|---------------------|--------------------------------------------------------------------------|
| Owners corporation | PS742797M |
| Plan of subdivision | 30929003 |
| Date of report | 5 May 2021 |
| Prepared by | Buildspect Consulting Pty Ltd Mr Nicholas Warton, Building Consultant |

© COPYRIGHT 2021 BUILDSPECT CONSULTING PTY LTD

Table of Contents

| | |
|---------------------------------------------------------------|----|
| Table of Contents | 2 |
| Introduction | 3 |
| Documents | 3 |
| The Property | 3 |
| Maintenance Surveys and Inspections | 3 |
| Maintenance Plan | 4 |
| Establishing a Maintenance Fund | 4 |
| Payments from a Maintenance Fund..... | 5 |
| Assumptions and Rates..... | 5 |
| Observations / Summary | 6 |
| Capital Expenditure..... | 7 |
| Maintenance Fund | 7 |
| 15 Year Cash Flow Graph | 8 |
| Legislative Requirements..... | 9 |
| 1. Section 36 of the Owners Corporations Act 2006 | 9 |
| 2. Section 37 of the Owners Corporations Act 2006 | 9 |
| 3. Section 38 of the Owners Corporations Act 2006 | 9 |
| 4. Section 5 of the Owners Corporation Regulations 2007 | 10 |
| Qualification..... | 10 |

Introduction

This maintenance plan budget has been calculated under the directions of the strata manager. As per the instruction of the strata manager we have calculated the maintenance plan based on the following.

- The property consists of one owners corporation as per the plan of subdivision provided.
- Common area consists of those walls, floors and ceilings which define boundaries and all columns, internal service ducts, service rooms and risers, pipe shafts contained within the building.
- The building is in good condition having only been recently constructed.
- The maintenance plan has been calculated for anticipated future maintenance works in order to maintain the building in a good state of repair. No allowance has been made for building defect repairs or major renovations.
- It is recommended to review the maintenance plan after five years to summarize the contribution amounts, actual expenditure and general condition of maintainable items within the plan.

Documents

The plan of subdivision was provided to assist in the preparation of the maintenance plan.

The Property

The site is an irregular shaped corner block facing east and falls to the north east. There is constructed on the site a multi-level apartment complex with 3 levels of basement carpark.

The external walls are concrete with feature cladding to all levels. The building features aluminium windows and a flat waterproofed roof. The front door faces east.

Maintenance Surveys and Inspections

Every year your owners corporation or its delegate should inspect the common property and must review the maintenance plan. The results will help you determine the next work program and budget to be presented at the annual general meeting for approval.

At its annual general meeting, an owners corporation must report on the:

- maintenance plan;
- budget; and
- proposed contributions to the maintenance fund.

Your owners corporation may need specialised professional help to carry out certain aspects of the maintenance plan, such as the:

- Inspections;
- risk assessment;
- maintenance fund forecast;

- capital works; and
- Budgeting.

The cost of this specialist advice should be factored in your owners corporation budget.

Before the inspection, it is a good idea to survey residents about maintenance issues. This maintenance survey:

- identifies problems affecting residents;
- provides extra information about the building;
- shows that the owners corporation, committee and delegates are exercising due diligence in carrying out duties, functions and powers;
- encourages communication between the owners corporation, its committee, occupiers and managers; and
- builds awareness of issues and legal responsibilities.

Maintenance Plan

Your building will need maintenance as it ages. Good maintenance helps retain the value of the building and makes the property more enjoyable to live in. Poor maintenance or neglect can lead to serious damage and safety hazards.

An owners corporation maintenance plan must cover:

- major capital items for repair and replacement over the next 15 years;
- the present condition of those items;
- when the items or components will need to be repaired or replaced;
- the estimated cost of the repair and replacement of those items or components; and
- the expected life of those items or components once repaired or replaced.

If an owners corporation has a maintenance plan, then it must have a maintenance fund to cover the cost of works in the plan.

Establishing a Maintenance Fund

Any owners corporation with a maintenance plan must establish a maintenance fund.

The fund must contain any:

- part of the annual fees designated for the maintenance plan;
- amounts received under an insurance policy for any item in the maintenance plan;
- interest earned by investing fund money;
- amounts of a prescribed kind (there are no prescribed amounts at this time); and
- amounts of a kind determined by the owners corporation.

Payments from a Maintenance Fund

An ordinary resolution at a general meeting is required for money to be paid out of the maintenance fund for items listed in the maintenance plan.

A special resolution is required for payments from the maintenance fund for an urgent matter not listed in the maintenance plan.

Assumptions and Rates

The following assumptions and rates have been made in the preparation of this report.

| | |
|----------------|-----|
| Inflation Rate | 3% |
| Interest Rate | 4% |
| Taxation Rate | 30% |
| Fee Escalator | 4% |
| Contingency | 10% |
| GST | 10% |

Observations / Summary

| Item Description | Condition | Comment | Year | Life | Cost (\$) Inc |
|-------------------------|-----------|----------------------------------------------------------------------------------------------------|------|------|---------------|
| Plumbing | | | | | |
| Leaks | Good | Estimated maintenance works required for plumbing | 2022 | 2 | 2,000 |
| Rust stains | Good | Estimated maintenance works required for sewer maintenance | 2021 | 1 | 1,000 |
| Stormwater drainage | Good | Cleaning and replacement of the stormwater system | 2021 | 1 | 1,000 |
| Access and paths | | | | | |
| Carpark access | Good | Estimated maintenance works required minor repairs to carpark access | 2022 | 2 | 1,000 |
| Walkway | Good | Estimated maintenance works required minor repairs to walkways | 2021 | 1 | 1,000 |
| Emergency exits | Good | Estimated maintenance works required for exit lighting | 2021 | 1 | 250 |
| Fire doors | Good | Estimated maintenance works required for fire doors | 2021 | 1 | 1,200 |
| Safety harness points | Good | Estimated maintenance works for harness point inspections | 2021 | 1 | 800 |
| Fencing | | | | | |
| External | Fair | Estimated maintenance works required for external fences | 2022 | 10 | 4,600 |
| Fencing to roof | Good | Estimated maintenance works required for fencing to the roof | 2035 | 15 | 5,000 |
| Windows | | | | | |
| Foyer doors | Good | Estimated maintenance works required for general | 2025 | 5 | 2,000 |
| Window sills | Good | Estimated maintenance works required for general | 2025 | 5 | 1,500 |
| Glass | Good | Estimated maintenance works required for replacement glass or hardware | 2021 | 1 | 3,000 |
| Doors | | | | | |
| Seals and frame | Good | Estimated maintenance works required to service the seals | 2025 | 5 | 1,500 |
| Broken panes | Good | Estimated maintenance works required for replacement glass | 2022 | 2 | 1,500 |
| Roof | | | | | |
| Water proofing | Good | Estimated maintenance works required and re waterproofing | 2025 | 5 | 20,000 |
| Flashings | Good | Estimated maintenance works required for flashings | 2025 | 5 | 5,000 |
| Walls | | | | | |
| Internal paintwork | Good | Estimated maintenance work for paintwork (painting programme recommended) | 2022 | 2 | 2,370 |
| External paintwork | Good | Estimated maintenance work for paintwork (painting programme recommended) | 2025 | 5 | 8,000 |
| External render | Good | Estimated maintenance work for rendering | 2022 | 2 | 1,500 |
| Parking areas | | | | | |
| Ventilation | Good | Estimated maintenance including service and cleaning filters | 2025 | 5 | 5,000 |
| Pumps | Good | Estimated maintenance including repairs to pumps | 2022 | 2 | 1,500 |
| Sprinkler system | Good | Estimated maintenance work required to inspect, report and | 2021 | 1 | 3,000 |
| Floor | Good | Estimated maintenance to line marking, bollards and concrete | 2025 | 5 | 2,000 |
| Steelwork | Good | Estimated maintenance to steel cages and handrails | 2025 | 5 | 2,500 |
| Automatic door | Good | Estimated maintenance to repair and service automatic garage | 2022 | 2 | 750 |
| Other | | | | | |
| Electrical | Good | Estimated maintenance works required annual inspection | 2021 | 1 | 4,000 |
| Fire alarms | Good | Estimated maintenance works required annual inspection | 2021 | 1 | 2,000 |
| Fire hoses | Good | Estimated maintenance works required annual inspection | 2021 | 1 | 1,500 |
| Post boxes | Good | Estimated maintenance required for post boxes | 2025 | 5 | 1,000 |
| Carpet | Good | Estimated maintenance and replacement | 2035 | 15 | 15,830 |
| Security | Good | Estimated maintenance required for security system | 2021 | 1 | 750 |
| Security update | Good | Upgrade to security | 2030 | 5 | 7,500 |
| Landscaping | Good | Estimated maintenance required for landscaping | 2021 | 1 | 4,000 |
| Tiling | Good | Estimated maintenance and replacement | 2030 | 5 | 20,250 |
| Timber panelling | Good | Maintenance and painting of feature timber panelling lift lobby's (painting programme recommended) | 2022 | 2 | 7,000 |
| | | | | | |

Capital Expenditure

| Item Description | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|-------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|---------------|---------------|----------------|
| Plumbing | | | | | | | | | | | | | | | |
| Leaks | | 2,122 | | 2,251 | | 2,388 | | 2,534 | | 2,688 | | 2,852 | | 3,025 | |
| Rust stains | 1,030 | 1,061 | 1,093 | 1,126 | 1,159 | 1,194 | 1,230 | 1,267 | 1,305 | 1,344 | 1,384 | 1,426 | 1,469 | 1,513 | 1,558 |
| Stormwater drainage | 1,030 | 1,061 | 1,093 | 1,126 | 1,159 | 1,194 | 1,230 | 1,267 | 1,305 | 1,344 | 1,384 | 1,426 | 1,469 | 1,513 | 1,558 |
| Access and paths | | | | | | | | | | | | | | | |
| Carpark access | | 1,061 | | 1,126 | | 1,194 | | 1,267 | | 1,344 | | 1,426 | | 1,513 | |
| Walkway | 1,030 | 1,061 | 1,093 | 1,126 | 1,159 | 1,194 | 1,230 | 1,267 | 1,305 | 1,344 | 1,384 | 1,426 | 1,469 | 1,513 | 1,558 |
| Emergency exits | 258 | 265 | 273 | 281 | 290 | 299 | 307 | 317 | 326 | 336 | 346 | 356 | 367 | 378 | 389 |
| Fire doors | 1,236 | 1,273 | 1,311 | 1,351 | 1,391 | 1,433 | 1,476 | 1,520 | 1,566 | 1,613 | 1,661 | 1,711 | 1,762 | 1,815 | 1,870 |
| Safety harness points | 824 | 849 | 874 | 900 | 927 | 955 | 984 | 1,013 | 1,044 | 1,075 | 1,107 | 1,141 | 1,175 | 1,210 | 1,246 |
| Fencing | | | | | | | | | | | | | | | |
| External | | 4,880 | | | | | | | | | | 6,559 | | | |
| Fencing to roof | | | | | | | | | | | | | | | 7,790 |
| Windows | | | | | | | | | | | | | | | |
| Foyer doors | | | | | 2,319 | | | | | 2,688 | | | | | 3,116 |
| Window sills | | | | | 1,739 | | | | | 2,016 | | | | | 2,337 |
| Glass | 3,090 | 3,183 | 3,278 | 3,377 | 3,478 | 3,582 | 3,690 | 3,800 | 3,914 | 4,032 | 4,153 | 4,277 | 4,406 | 4,538 | 4,674 |
| Doors | | | | | | | | | | | | | | | |
| Seals and frame | | | | | 1,739 | | | | | 2,016 | | | | | 2,337 |
| Broken panes | | 1,591 | | 1,688 | | 1,791 | | 1,900 | | 2,016 | | 2,139 | | 2,269 | |
| Roof | | | | | | | | | | | | | | | |
| Water proofing | | | | | 23,185 | | | | | 26,878 | | | | | 31,159 |
| Flashings | | | | | 5,796 | | | | | 6,720 | | | | | 7,790 |
| Walls | | | | | | | | | | | | | | | |
| Internal paintwork | | 2,514 | | 2,667 | | 2,830 | | 3,002 | | 3,185 | | 3,379 | | 3,585 | |
| External paintwork | | | | | 9,274 | | | | | 10,751 | | | | | 12,464 |
| External render | | 1,591 | | 1,688 | | 1,791 | | 1,900 | | 2,016 | | 2,139 | | 2,269 | |
| Parking areas | | | | | | | | | | | | | | | |
| Ventilation | | | | | 5,796 | | | | | 6,720 | | | | | 7,790 |
| Pumps | | 1,591 | | 1,688 | | 1,791 | | 1,900 | | 2,016 | | 2,139 | | 2,269 | |
| Sprinkler system | 3,090 | 3,183 | 3,278 | 3,377 | 3,478 | 3,582 | 3,690 | 3,800 | 3,914 | 4,032 | 4,153 | 4,277 | 4,406 | 4,538 | 4,674 |
| Floor | | | | | 2,319 | | | | | 2,688 | | | | | 3,116 |
| Steelwork | | | | | 2,898 | | | | | 3,360 | | | | | 3,895 |
| Automatic door | | 796 | | 844 | | 896 | | 950 | | 1,008 | | 1,069 | | 1,134 | |
| Other | | | | | | | | | | | | | | | |
| Electrical | 4,120 | 4,244 | 4,371 | 4,502 | 4,637 | 4,776 | 4,919 | 5,067 | 5,219 | 5,376 | 5,537 | 5,703 | 5,874 | 6,050 | 6,232 |
| Fire alarms | 2,060 | 2,122 | 2,185 | 2,251 | 2,319 | 2,388 | 2,460 | 2,534 | 2,610 | 2,688 | 2,768 | 2,852 | 2,937 | 3,025 | 3,116 |
| Fire hoses | 1,545 | 1,591 | 1,639 | 1,688 | 1,739 | 1,791 | 1,845 | 1,900 | 1,957 | 2,016 | 2,076 | 2,139 | 2,203 | 2,269 | 2,337 |
| Post boxes | | | | | 1,159 | | | | | 1,344 | | | | | 1,558 |
| Carpet | | | | | | | | | | | | | | | 24,663 |
| Security | 773 | 796 | 820 | 844 | 869 | 896 | 922 | 950 | 979 | 1,008 | 1,038 | 1,069 | 1,101 | 1,134 | 1,168 |
| Security update | | | | | | | | | | 10,079 | | | | | 11,685 |
| Landscaping | 4,120 | 4,244 | 4,371 | 4,502 | 4,637 | 4,776 | 4,919 | 5,067 | 5,219 | 5,376 | 5,537 | 5,703 | 5,874 | 6,050 | 6,232 |
| Tiling | | | | | | | | | | 27,214 | | | | | 31,549 |
| Timber panelling | | 7,426 | | 7,879 | | 8,358 | | 8,867 | | 9,407 | | 9,980 | | 10,588 | |
| Total | 24,205 | 48,504 | 25,679 | 46,281 | 83,468 | 49,099 | 28,902 | 52,090 | 30,662 | 157,735 | 32,529 | 65,186 | 34,511 | 62,198 | 187,860 |

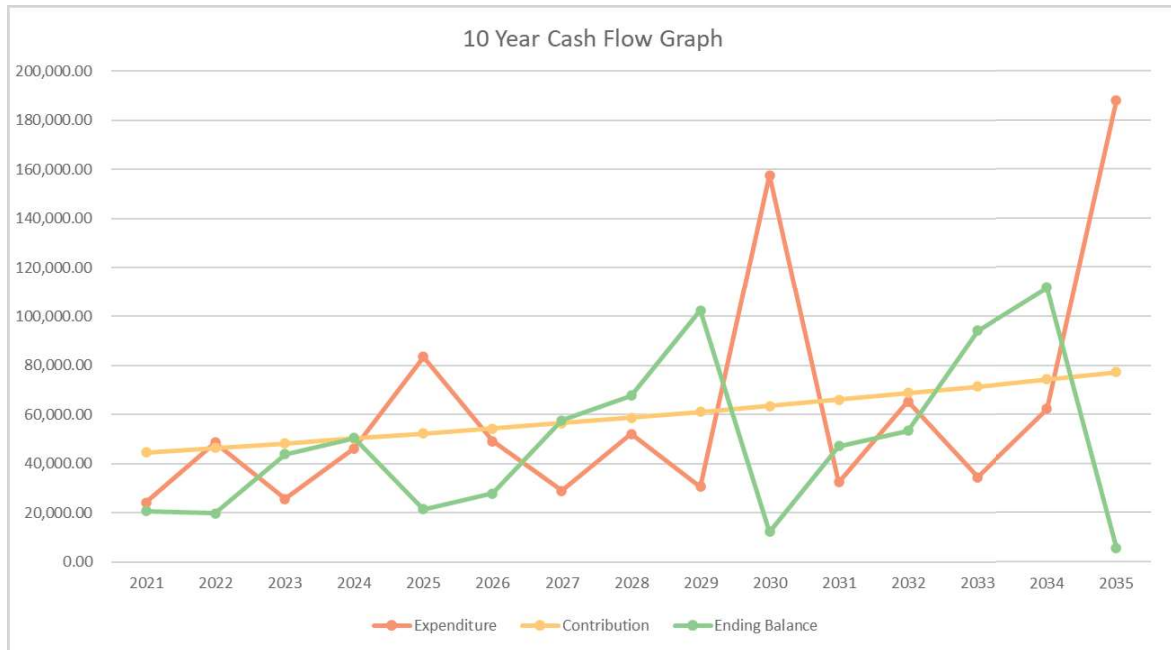
Maintenance Fund

The table below shows the cash flow for the owners corporation, starting with the opening balance at the start of the first financial year which has been provided to us. We then add the contribution for the year and any interest on funds in the sinking fund account. Any anticipated expenses are then allowed for arriving at a closing balance for the year which in turn becomes the opening balance for the following year.

| Year | Financial | Opening Balance | Expenditure | Contribution | Surplus / Deficit | Interest | Ending Balance |
|------|-----------|-----------------|-------------|--------------|-------------------|----------|----------------|
| 1 | 2021 | 0.00 | 24,205.00 | 44,600.00 | 20,395.00 | 358.34 | 20,753.34 |
| 2 | 2022 | 20,753.34 | 48,504.35 | 46,384.00 | 18,632.99 | 1,157.52 | 19,790.51 |
| 3 | 2023 | 19,790.51 | 25,679.08 | 48,239.36 | 42,350.78 | 1,535.72 | 43,886.51 |
| 4 | 2024 | 43,886.51 | 46,280.92 | 50,168.93 | 47,774.52 | 2,594.86 | 50,369.38 |
| 5 | 2025 | 50,369.38 | 83,467.73 | 52,175.69 | 19,077.34 | 2,349.96 | 21,427.30 |
| 6 | 2026 | 21,427.30 | 49,099.43 | 54,262.72 | 26,590.59 | 1,324.29 | 27,914.88 |
| 7 | 2027 | 27,914.88 | 28,902.04 | 56,433.23 | 55,446.07 | 2,090.78 | 57,536.85 |
| 8 | 2028 | 57,536.85 | 52,089.59 | 58,690.56 | 64,137.82 | 3,428.38 | 67,566.20 |
| 9 | 2029 | 67,566.20 | 30,662.17 | 61,038.18 | 97,942.21 | 4,423.49 | 102,365.70 |
| 10 | 2030 | 102,365.70 | 157,735.47 | 63,479.71 | 8,109.94 | 4,237.12 | 12,347.06 |
| 11 | 2031 | 12,347.06 | 32,529.50 | 66,018.90 | 45,836.46 | 1,299.23 | 47,135.69 |
| 12 | 2032 | 47,135.69 | 65,185.79 | 68,659.65 | 50,609.55 | 2,774.64 | 53,384.19 |
| 13 | 2033 | 53,384.19 | 34,510.54 | 71,406.04 | 90,279.69 | 3,721.58 | 94,001.27 |
| 14 | 2034 | 94,001.27 | 62,197.69 | 74,262.28 | 106,065.86 | 5,623.63 | 111,689.49 |
| 15 | 2035 | 111,689.49 | 187,859.71 | 77,232.77 | 1,062.54 | 4,486.25 | 5,548.79 |

15 Year Cash Flow Graph

The graph below tracks the contribution amounts collected in the levies each year, the projected maintenance fund account year end closing balance and the likely expenses each year.



Legislative Requirements

This maintenance plan is provided pursuant to Division 3 of the Owners Corporations Act 2006 Sections 36 & 37 as required for a Prescribed Owners Corporation under Section 5 of the Owners Corporation Regulations 2007.

1. Section 36 of the Owners Corporations Act 2006

Section 36 of the Owners Corporation Act 2006 states:

Maintenance plan

- (1) *A prescribed owners corporation must prepare a maintenance plan for the property for which it is responsible.*
- (2) *An owners corporation (other than a prescribed owners corporation) may prepare a maintenance plan for the property for which it is responsible."*

2. Section 37 of the Owners Corporations Act 2006

Section 37 of the Owners Corporations Act 2006 sets out what a maintenance plan must contain:

"What must a maintenance plan contain?"

(1) *The maintenance plan must set out—*

- (a) *the major capital items anticipated to require repair and replacement within the next 15 years; and*
- (b) *the present condition or state of repair of those items; and*
- (c) *when those items or components of those items will need to be repaired or replaced; and*
- (d) *the estimated cost of the repair and replacement of those items or components; and*
- (e) *the expected life of those items or components once repaired or replaced; and*
- (f) *any other prescribed information.*

(2) *In this section—*

"major capital item" includes—

- (a) *a lift; or*
- (b) *an air conditioning plant; or*
- (c) *a heating plant; or*
- (d) *an item of a prescribed class."*

3. Section 38 of the Owners Corporations Act 2006

Section 38 of the Owners Corporations Act 2006 states:

"When does a maintenance plan have effect?"

- (1) *A maintenance plan does not have effect unless it is approved by the owners corporation.*

(2) *In approving a maintenance plan, an owners corporation may set conditions for the payment of money out of the maintenance fund.*

4. Section 5 of the Owners Corporation Regulations 2007

Section 5 of the Owners Corporation Regulations 2007 states:

“Prescribed owners corporations

For the purposes of the definition of prescribed owners corporation in section 3 of the Act, the following classes are prescribed—

- (a) an owners corporation that levies annual fees in excess of \$200 000 in a financial year;*
- (b) an owners corporation that consists of more than 100 lots.”*

Qualification

This report is based on a visual site inspection. Unless otherwise stated:

- no soil or other material has been excavated or removed;
- no plants or trees have been removed;
- no samples have been taken or tested;
- no fixtures, fittings, cladding or lining materials have been removed;
- building services have not been tested;
- no items of furniture or chattels have been moved;
- the roof has not been water tested;
- no enquiries of Drainage, Sewerage or Water Authorities have been made;
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the building and providing this report;
- no special investigations of insect attack (e.g. borer, termite, etc.) has been made. Any reference to insect attack has been based on observation only and does not imply any expertise in these matters. Such a reference should be referred to appropriate experts and we recommend that a pest infestation inspection and report be undertaken;
- we have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect; and
- we have not carried out an inspection to identify any occupational health and safety risks.

This report prepared and signed by



Nick Warton
Consultant
Cert IV BldConst

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lead Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 569390

NO PROPOSALS. As at the 2th October 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

21 PLENTY ROAD, BUNDOORA 3083
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 2th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74424317 - 74424317084639 '569390'

PROPERTY DETAILS

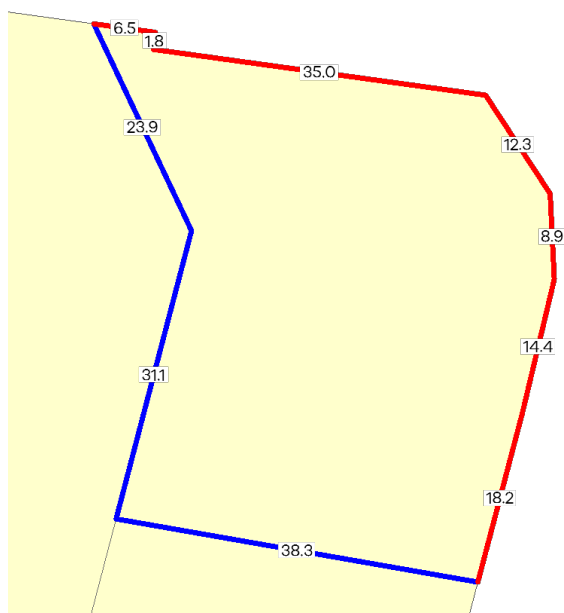
Address: **504/21 PLENTY ROAD BUNDOORA 3083**
Lot and Plan Number: **Lot 504 PS742797**
Standard Parcel Identifier (SPI): **504\PS742797**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1100163**
Directory Reference: **Melway 9 J12**

www.whittlesea.vic.gov.au

Note: There are 92 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 1966 sq. m

Perimeter: 190 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BUNDOORA**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

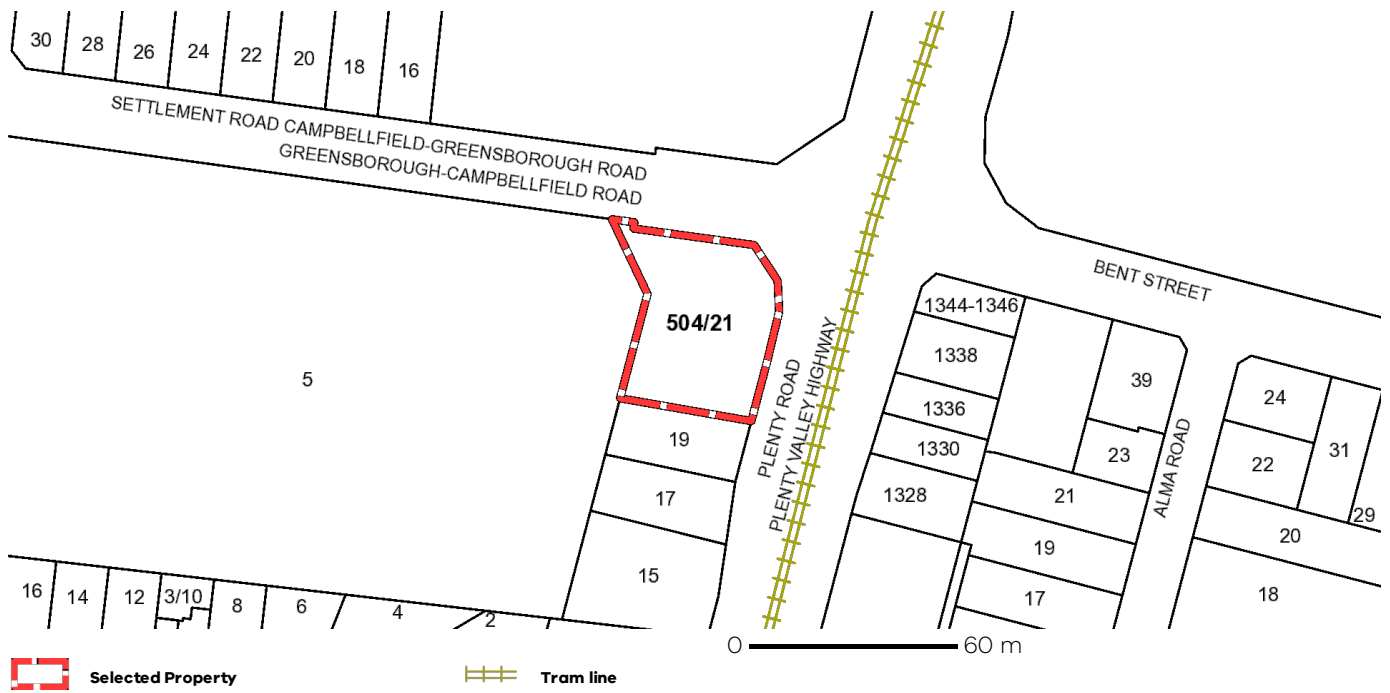
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 01 October 2024 04:18 PM

PROPERTY DETAILS

Address: **504/21 PLENTY ROAD BUNDOORA 3083**
 Lot and Plan Number: **Lot 504 PS742797**
 Standard Parcel Identifier (SPI): **504\PS742797**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1100163**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 9 J12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **BUNDOORA**

OTHER

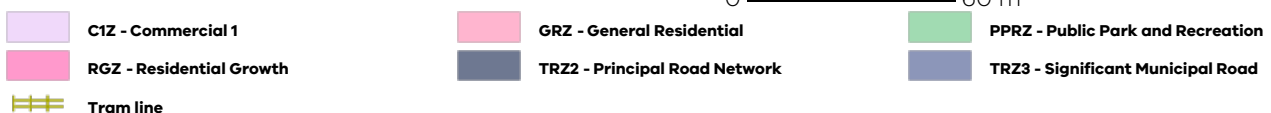
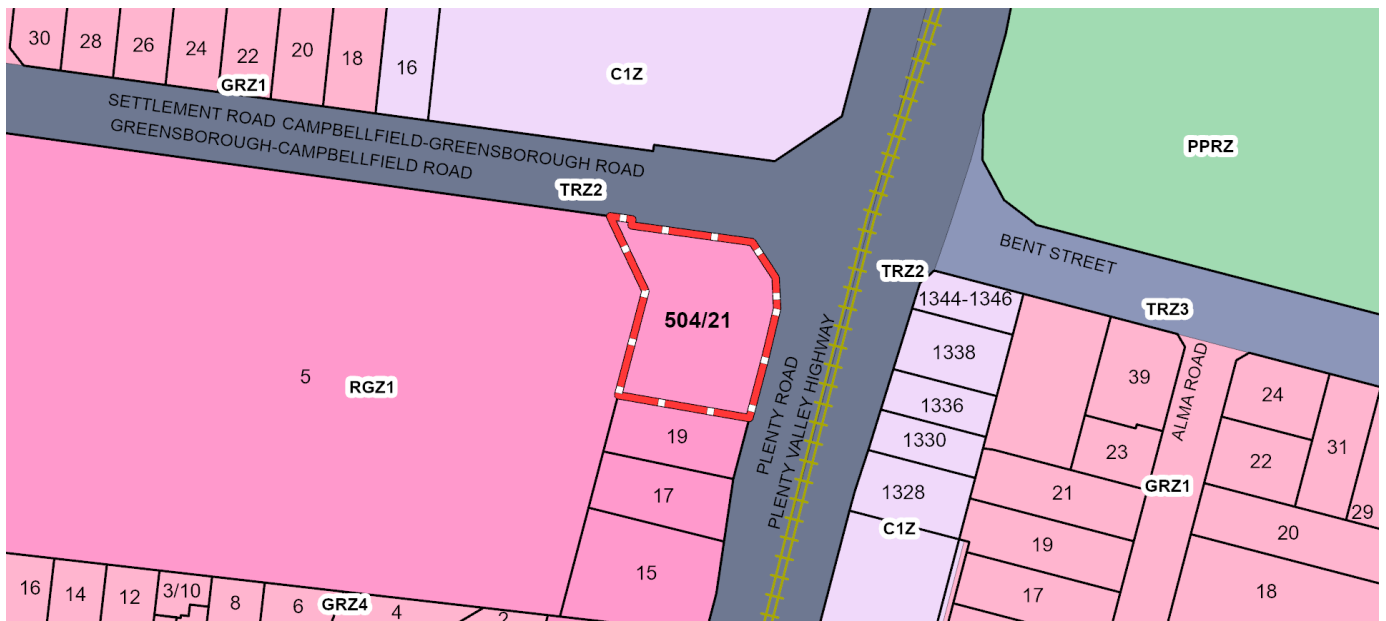
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\) \(WHITTLESEA\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\) \(WHITTLESEA\)](#)

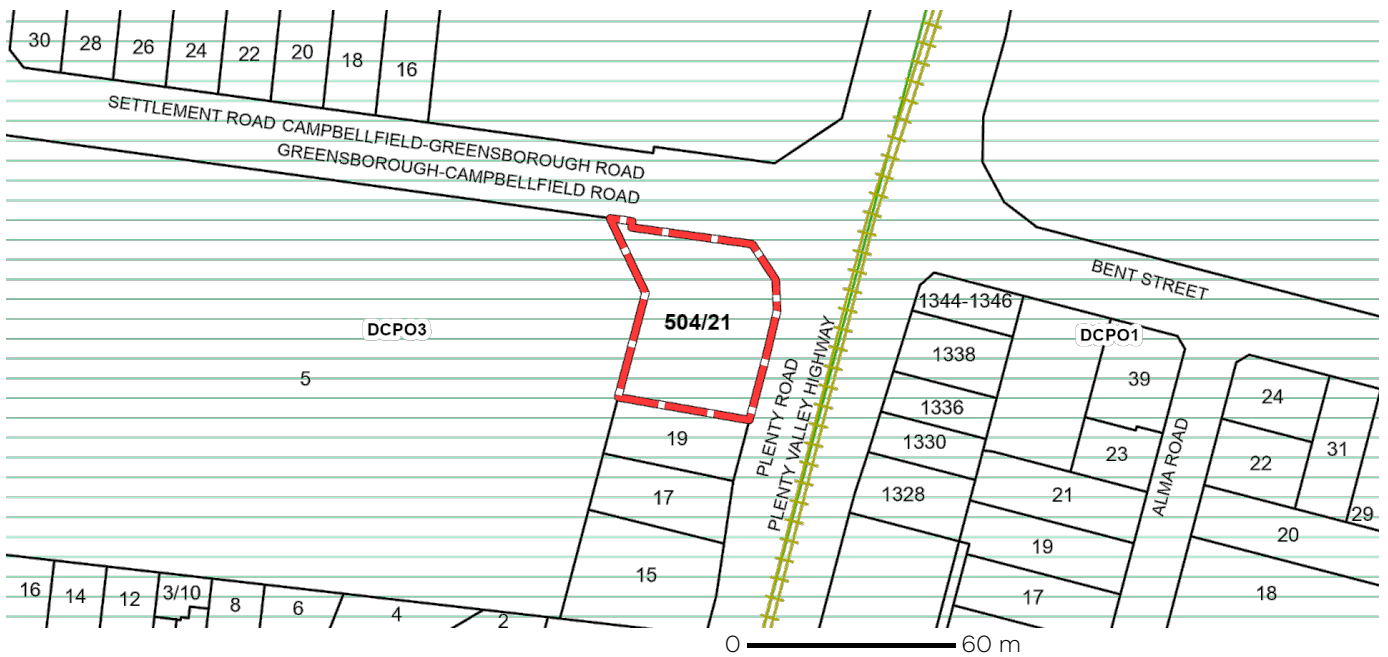


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\) \(WHITTLESEA\)](#)



 **DCPO - Development Contributions Plan Overlay**

 **Tram line**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIFIC CONTROLS OVERLAY \(SCO\) \(BANYULE\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\) \(BANYULE\)](#)



 **SCO - Specific Controls Overlay**

 **VPO - Vegetation Protection Overlay**

 **Tram line**

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 19 September 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

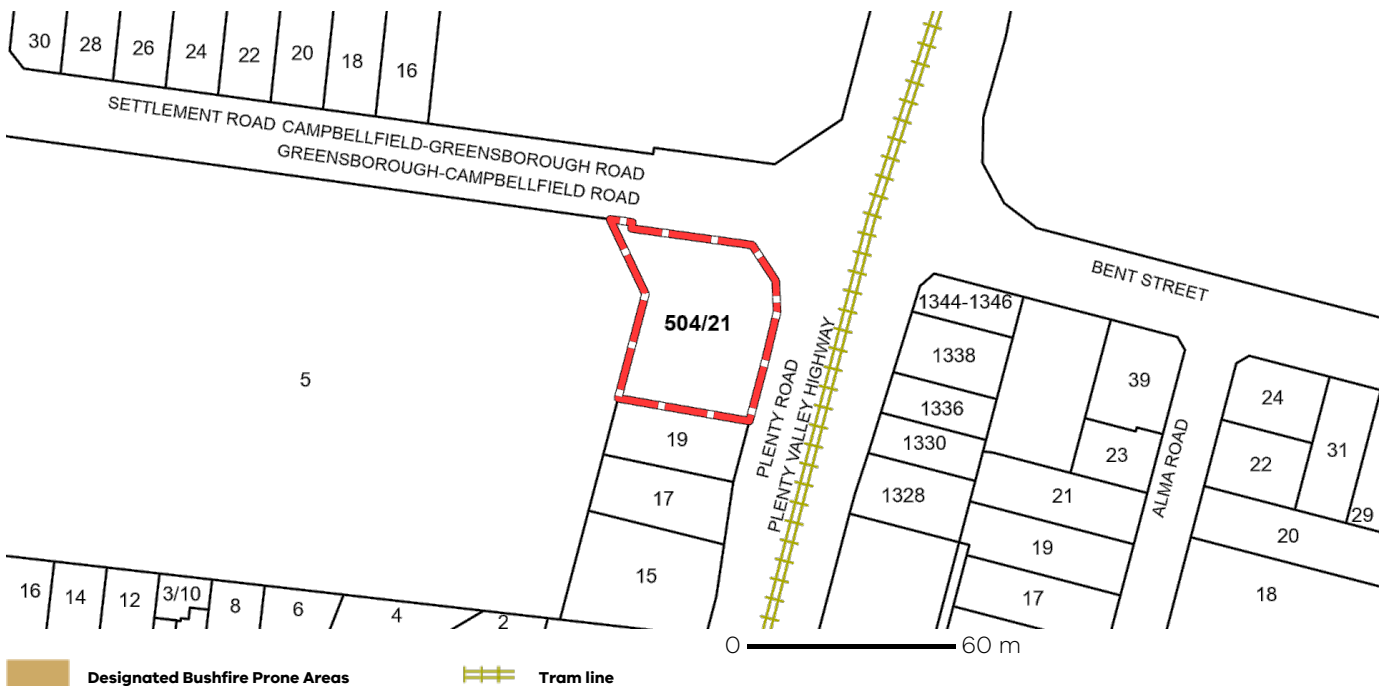
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Extract of EPA Priority Site Register

Page 1 of 2



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 21 PLENTY ROAD
SUBURB: BUNDOORA
MUNICIPALITY: WHITTLESEA
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 9 Reference J12
DATE OF SEARCH: 2nd October 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 74424317 - 74424317084639
'569390'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 76459394-018-0

6 May 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 Unit 504, 21 (Lot 504) Plenty Road, Bundoora**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

| Building Permit No | Permit Date | Brief Description of Works | Final / Occupancy Permit Date Issued |
|--------------------|-------------|----------------------------|--------------------------------------|
|--------------------|-------------|----------------------------|--------------------------------------|

In the last 10 years no building permits were issued.

Permit issued for related parcel at **21 Plenty Road, Bundoora** with the following permit details:

| Building Permit No | Permit Date | Brief Description of Works | Final / Occupancy Permit Date Issued |
|-------------------------|-------------|-----------------------------------------------------------------------------------|--------------------------------------|
| BS-1587/8233223141143/5 | 11/9/2019 | Apartments Commercial Carpark – Remainder of Works | Yes – 18/2/2020 |
| BS-1587/8233223141143/4 | 7/6/2019 | Apartments Commercial Carpark – Partitions only | - |
| BS-1587/8233223141143/3 | 13/5/2019 | Apartments Commercial Carpark – remaining Level 4 to roof inclusive and services | - |
| BS-1587/8233223141143/2 | 15/11/2018 | Apartments/Commercial Carpark – Structural to Level 4 underside | - |
| BS-1587/8233223141143/1 | 13/7/2018 | Apartments/Commercial Carpark – Basement structure piles excavation, temp anchors | - |
| BS-19422/20171213/0 | 17/1/2018 | Shop demolition | Yes – 25/10/2019 |

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

| | | | |
|------------|-----------|----------|-----------|
| عربي | 9679 9871 | Hrvatski | 9679 9872 |
| 廣東話 | 9679 9857 | Ελληνικά | 9679 9873 |
| Italiano | 9679 9874 | Türkçe | 9679 9877 |
| Македонски | 9679 9875 | Việt-ngữ | 9679 9878 |
| 普通话 | 9679 9876 | Other | 9679 9879 |

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**
Details of any current notice or order issued by the relevant building surveyor under the Act **No**
(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT 013629/01

approved location

This occupancy permit must be displayed in the following approved location:
Main entry lobby to the building

property details

LA TROBE PLACE

21-23 Plenty Road, BUNDOORA VIC 3083

| | | | |
|---------------------------------------------|--------------|----------------------|----------------------------|
| Lot(s): | LP/PS: 33477 | Volume: 10065 | Folio: 970 |
| Crown allotment: 2 | Section: A | Parish: Keelbundoora | County: |
| Municipal district: Whittlesea City Council | | | Allotment area (m2): 1,966 |

building permit details

Building Permit number: 1587/8233223141143/5

Approved works: **LA TROBE PLACE**

Version of BCA applicable to Building Permit: Volume 1 - 2016

Planning Permit number: 713302

building details

| | |
|----------------------------------------|--------------------------------------------------|
| Part of building: Basement 3 | |
| Permitted use: Car park | BCA class: 7a |
| Maximum permissible floor load: 2.5kPa | Maximum number of people to be accommodated: n/a |

building details

| | |
|----------------------------------------|--------------------------------------------------|
| Part of building: Basement 2 | |
| Permitted use: Car park | BCA class: 7a |
| Maximum permissible floor load: 2.5kPa | Maximum number of people to be accommodated: n/a |

building details

| | |
|----------------------------------------|--------------------------------------------------|
| Part of building: Basement 1 | |
| Permitted use: Car park | BCA class: 7a |
| Maximum permissible floor load: 2.5kPa | Maximum number of people to be accommodated: n/a |

building details

| | |
|----------------------------------------|--------------------------------------------------|
| Part of building: Ground Floor | |
| Permitted use: Apartments | BCA class: 2 |
| Maximum permissible floor load: 1.5kPa | Maximum number of people to be accommodated: n/a |

building details

| | |
|----------------------------------------|--------------------------------------------------|
| Part of building: Level 1 | |
| Permitted use: Apartments | BCA class: 2 |
| Maximum permissible floor load: 1.5kPa | Maximum number of people to be accommodated: n/a |

OCCUPANCY PERMIT 013629/01 *(continued)*

| | | | |
|-------------------------|----------------------------------------|---------------------------|--------------------------------------------------|
| building details | Part of building: Level 2 | Permitted use: Apartments | BCA class: 2 |
| | Maximum permissible floor load: 1.5kpa | | Maximum number of people to be accommodated: n/a |
| building details | Part of building: Level 3 | Permitted use: Apartments | BCA class: 2 |
| | Maximum permissible floor load: 1.5kpa | | Maximum number of people to be accommodated: n/a |
| building details | Part of building: Level 4 | Permitted use: Apartments | BCA class: 2 |
| | Maximum permissible floor load: 1.5kpa | | Maximum number of people to be accommodated: n/a |
| building details | Part of building: Level 5 | Permitted use: Apartments | BCA class: 2 |
| | Maximum permissible floor load: 1.5kPa | | Maximum number of people to be accommodated: n/a |
| building details | Part of building: Level 6 | Permitted use: Apartments | BCA class: 2 |
| | Maximum permissible floor load: 1.5kPa | | Maximum number of people to be accommodated: n/a |

performance solution A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to this project:

| <u>Relevant performance requirement</u> | <u>Details of performance solution</u> |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CP1 & CP2 | The building design is proposed to incorporate a rationalized FRL of 60 minutes to the Class 2 portion. The following maximum FRL's are proposed: <ul style="list-style-type: none"> • Load bearing elements: 60/60/60 in lieu of 90/90/90. • Non-loadbearing elements: -/60/60 in lieu of -/90/90. • The building design is proposed to incorporate the use of steel columns in lieu of concrete/masonry on balconies and in the external glazed wall design. • The subject building design shall incorporate combustible timber construction to the upper most level of the building |
| CP2 & CP8 | Openings (without protection as per BCA Clause C3.4) are located at within 3m of the title boundary (western and southern elevation). |
| CP8 | To allow the test drain pipe to penetrate the fire-isolated stairs. |
| DP4 & EP2.2 | The three basement levels each incorporate a single exit in lieu of the BCA DtS required two exits |
| DP4 & EP2.2 | The subject design of the basement levels incorporates travel distances of up to 27.5 metres in lieu of the BCA DtS maximum of 20 metres. |

- The subject design of the ground floor incorporates travel distances of up to 27.5 metres in lieu of the BCA DtS maximum of 20 metres.
 - The subject design of levels 1-5 incorporates a travel distance of up to 17 metres in lieu of the BCA DtS maximum of 6 metres.
- DP4 The subject design incorporates the direct connection of rising and descending stair flights to the fire isolated exit stair
- DP4 & DP5 The fire-isolated stair discharges internally at the ground level in lieu of discharging directly outside.
- EP2.2 The design proposes to omit the BCA DtS required air pressurization system from the fire-isolated scissor stair serving the three basement levels.
- EP1.4 The design proposes to omit sprinklers to the top of the lift shafts and provide thermal detection in lieu
The design proposes to omit sprinklers within slim line cupboards housing water meters, gas meters and the like and provide smoke detection in lieu
- FP2.1 To permit the omission of a designated caretaker's facility (facility for employees) from the building containing more than 10 sole occupancy units.

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:

| <u>Prescribed reporting authority</u> | <u>Matter reported on</u> | <u>Regulation</u> |
|---------------------------------------|------------------------------------------------------------------------|-------------------|
| Whittlesea City Council | LPoD | 133 |
| MFB | Assembly booster, Water meter, Hydrant shortfalls, SCV, Fire pump room | 129 & 187 |

conditions to which this permit is subject

Occupation is subject to the following conditions:

1. Essential safety measures

The essential safety measures listed Appendix A of this permit must be inspected, tested and maintained in accordance with the maintenance requirements set out in the table shown in Appendix A of this permit.

2. Other conditions

- No smoking policy throughout all public areas of the building.
- Non-combustible furniture in public areas, fuel load controlled via regular housekeeping and inspection by building management; including the removal of random storage and accumulated debris.
- Periodic inspection, testing and maintenance of all fire safety systems, emergency lighting, exit signage, doors, fire resistance, portable fire extinguishers, etc. should be implemented. Bi-annual inspections of the lift shafts and cupboards where sprinklers have been omitted are required and as such shall be part of the building Essential Services Plan.

OCCUPANCY PERMIT 013629/01 *(continued)*

**suitability for
occupation**

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

**relevant building
surveyor**



Glenn Driscoll

Registration #: 1587

Occupancy Permit no: 013629/01

Date: 18/02/2020

Date of final inspection: 17/02/2020

Appendix A **ESSENTIAL SAFETY MEASURES MAINTENANCE REQUIREMENTS** in accordance with Regulation 194

property details 21-23 Plenty Road, BUNDOORA VIC 3083

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 – as prescribed in Schedule 8 of the Regulations where applicable | Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure | The level of performance that each essential safety measure must achieve to fulfil its purpose | The frequency and type of maintenance required for each essential safety measure | The frequency and type of testing and inspections required for each essential safety measure |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| PART 1 – BUILDING FIRE INTEGRITY | | | | |
| Item 1. Building elements required to satisfy prescribed fire-resistance levels | BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, , FER* | BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6 | Yearly | As per AS1851-2012 |
| Item 2. Materials and assemblies required to have fire hazard properties | BCA C1.10, FER* | BCA CP2, CP4 | Yearly | Annual Inspection for damage, deterioration, or unauthorised alteration |
| Item 3. Elements required to be non-combustible, provide fire protection, compartmentation or separation | BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER* | BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6 | Yearly | Annual Inspection for damage, deterioration, or unauthorised alteration |
| Item 4. Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers) | BCA C1.1, C3.2, C3.3, C3.4, C3.8, C3.11, D1.7, D1.8 & FER*, MFB | BCA CP1, CP2, EP1.5 | Yearly | AS1851-2012 Section 2 if Sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability. |
| Item 5. Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms | BCA Section C, D1.7, D1.12, D2.8, D2.11, D2.19, D2.20, D2.21, D2.22, FER* | BCA CP2, CP4, DP5, DP6 | Six Monthly | As per AS1851-2012 |
| Item 8. Solid core doors and associated self-closing, automatic closing and latching mechanisms | BCA C1.1, C3.11, D1.4, D2.19, D2.20, D2.21 | BCA CP2, CP8, DP2, DP5 | Yearly | Annual Inspection for damage, deterioration, or unauthorised alteration |
| Item 9. 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 | BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER* | BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6 | Yearly | As per AS1851-2012 |

OCCUPANCY PERMIT 013629/01 *(continued)*

| | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------|---------------|----------------------------------------------------------------------------------------------|
| Item 10. 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 | BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER* | BCA CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, DP5 | Yearly | As per AS1851-2012 |
| Item 11. Smoke doors and associated self-closing, automatic closing and latching mechanisms | BCA C1.1, C2.5, C2.14, D2.6, D2.19, D2.20, D2.21 | BCA CP2, CP3, CP8, DP2, DP5 | Six Monthly | As per AS1851-2012 |
| PART 2 – MEANS OF EGRESS | | | | |
| Item 1. Paths of travel to exits | BCA Section D1, Section D2 | BCA DP1, DP2, DP3, DP4, DP6 | Three Monthly | Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration |
| Item 2. Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected) | BCA Section D1, Section D2, FER* | BCA DP1, DP2, DP3, DP4, DP5, DP6 | Three Monthly | Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration |
| Item 3. 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) | BCA Section D1, Section D2, FER* | BCA DP1, DP2, DP3, DP4, DP5, DP6 | Three Monthly | Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration |
| Item 4. Smoke lobbies to fire-isolated exits | BCA Section D1, Section D2 | BCA DP1, DP2, DP4, DP5, DP6 | Three Monthly | As per AS1851-2012 |
| Item 6. 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 | BCA Section D1, Section D2, FER* | BCA DP1, DP2, DP4, DP5, DP6 | Three Monthly | Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration |
| PART 3 – SIGNS | | | | |
| Item 1. Exit signs (including direction signs) | BCA E4.2, E4.3, E4.5, E4.6, E4.8 | BCA EP4.1, EP4.2 | Six monthly | As per AS2293.2-1995 |
| Item 2. Signs warning against the use of lifts in the event of fire | BCA E3.3 | BCA EP3.3 | Yearly | Annual Inspection to ensure the warning signs are in place and legible. |
| Item 3. Warning signs on sliding fire doors and doors to non-required stairways, ramps and escalators | BCA C3.6, D1.12 | BCA CP2, CP8, DP4, DP5 | Yearly | Annual Inspection to ensure the warning signs are in place and legible. |
| Item 5. Signs alerting persons that the operation of doors must not be impaired | BCA D2.23 | BCA DP4, DP5 | Yearly | Annual Inspection to ensure the warning signs are in place and legible. |
| PART 4 – LIGHTING | | | | |
| Item 1. Emergency lighting | BCA E4.2, E4.4 | BCA EP4.1, EP4.2 | Six Monthly | As per AS2293.2-1995 |
| PART 5 – FIRE FIGHTING SERVICES & EQUIPMENT | | | | |

OCCUPANCY PERMIT 013629/01 *(continued)*

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1. Fire hydrant system (including on-site pump set and fire-service booster connection) | BCA E1.3, FER*, MFB* | BCA EP1.3, EP1.6 | Monthly (pump-related inspection and test items only) , Six Monthly | As per AS1851-2012 |
| Item 2. Fire hose reel system | BCA E1.4 | BCA EP1.1 | Six Monthly | As per AS1851-2012 |
| Item 3. Sprinkler system | BCA E1.5, FER* | BCA EP1.4, EP2.1, EP2.2 | Monthly | As per AS1851-2012 |
| Item 4. Portable fire extinguishers | BCA E1.6 | BCA EP1.2 | Six monthly | As per AS1851-2012 |
| Item 5. Fire control centres (or rooms) | BCA E1.8, MFB* | BCA EP1.6 | Yearly | Annual Inspection for damage, deterioration, or unauthorised alteration |
| PART 6 – AIR HANDLING SYSTEMS | | | | |
| Item 2. Car park mechanical ventilation system | BCA E2.2, F4.11 | BCA EP2.2 | Three Monthly | As per AS1851-2012 |
| PART 7 – AUTOMATIC FIRE DETECTION & ALARM SYSTEMS | | | | |
| Item 1. Smoke and heat alarm system | BCA E2.2 | BCA EP2.1, EP2.2 | Monthly | As per AS1851-2012 |
| Item 2. Smoke and heat detection system | BCA E2.2, FER* | BCA EP2.1, EP2.2 | Monthly | As per AS1851-2012 |
| PART 8 – OCCUPANT WARNING SYSTEMS | | | | |
| Item 1. Sound system and intercom system for emergency purposes | BCA E2.2, E4.9, FER* | BCA EP2.1, EP2.2, EP4.3 | Monthly | As per AS1851-2012 |
| Item 2. Building occupant warning system | BCA E1.5, E2.2, FER* | BCA EP2.1, EP2.2, EP4.3 | Monthly | As per AS1851-2012 |
| PART 9 – LIFTS | | | | |
| Item 1. Stretcher facilities in lifts | BCA E3.2, E3.8 | BCA EP3.1 | Yearly | Annual inspection to confirm a clear horizontal space not less than 600mm wide x 2000mm long x 1400mm high above the lift car floor level is available |
| Item 2. Emergency lifts | BCA E3.4 | BCA EP3, EP3.2 | Yearly | As per manufacturers specification, however no less than annual inspection |
| Item 3. Passenger lift fire service controls | BCA E3.7, E3.9, E3.10 | BCA EP3.2 | Yearly | As per manufacturers specification, however no less than annual inspection. |
| PART 12 – MECHANICAL VENTILATION AND HOT, WARM & COOLING WATER SYSTEMS | | | | |
| Item 1. Mechanical ventilation systems incorporating cooling tower systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building) | BCA E2.2 F4.5, F4.11 | BCA | Monthly | As per AS 3666.2-2011 |
| Item 2. Mechanical ventilation systems incorporating hot and warm water systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building) | BCA F2.7 | BCA | Monthly | As per AS 3666.2-2011 |

OCCUPANCY PERMIT 013629/01 *(continued)*

FER denotes Fire Engineering Report 163264 Rev 03 dated 30/11/2018 prepared by AFFINITY Fire Engineering.*

MFB denotes the MFB Reg 309 (now 129) consents issued for this building – see MFB Report no. 1801539 & 1901642.*