CONTRACT OF SALE

VENDORS: RENEE MARASCO

PROPERTY: UNIT 5, 152 TYLER STREET, PRESTON VIC 3073

HOME CONVEYANCING RESERVOIR
288 BROADWAY, RESERVOIR 3073
PH 9460 9400
REF: 26680

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE

AUSTRALIAN INSTITUTE OF CONVEYANCERS VIC DIVISION INC

PROPERTY ADDRESS: UNIT 5, 152 TYLER STREET, PRESTON VIC 3073

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

EXCEPTIONS The 3-day cooling-off period does not apply if:
- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:
- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale , up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and **a** copy of the full terms of this contract.

The authority of a person signing:
- under power of attorney; or
- as director of a corporation; or
- as an 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 (e.g. 'director', "attorney under power of attorney") .....

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

SIGNED BY THE VENDOR .....

..... on ……../…... /20…….

Print name of person signing RENEE MARASCO.....

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

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

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PARTICULARS OF SALE

VENDOR'S ESTATE AGENT **HARCOURTS RATA & CO**
UNIT 1, 337 SETTLEMENT ROAD, THOMASTOWN VIC 3074

Tel: 9465 7766 Ref: Email: sold@rataandco.com.au;

VENDOR **RENEE MARASCO**

Tel: Ref: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

HOME CONVEYANCING RESERVOIR
Of 288 BROADWAY, RESERVOIR VIC 3073

Tel: (03) 9460 9400 Ref: 26680 Email: lydia@homeconveyancing.com.au

PURCHASER

Of

Tel: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel: Ref: Email:

PROPERTY ADDRESS **UNIT 5, 152 TYLER STREET, PRESTON VIC 3073**

LAND (General Conditions 3)
The land is described in the table below –

Certificate of Title reference	Being Lot 5	On Plan 636034L
Volume 11284 Folio 545		

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 folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND
(General Condition 2.2(f) All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

PAYMENT
(General Condition 10)
Price $

Deposit $_____ by (of which $ has been paid)

Balance $ payable at settlement
==========

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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' or 'going concern' then add the words '**farming business'** or '**going concern'** in this box:

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

GST – RESIDENTIAL WITHHOLDING PAYMENT
The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words **GST withholding applies** appear in this box in which case the Vendor will provide further details before settlement.
Unless the words **GST withholding applies** appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

SETTLEMENT
(General Condition 10)

Is due on
Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of;
The above date;
or
14 days after the vendor gives notice to the purchaser of registration of the plan.

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
(refer to general condition 14)
The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: $

Approval date:

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

SPECIAL CONDITIONS

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CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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

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

2.3 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.

2.4 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 a vendor under Section 32 of the ***Sale of Land Act 1962*** in accordance with Division 2 of Part II of that Act.

2.5 If sections 137B and 137C of the ***Building Act 1993*** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the ***Building Act 1993*** and regulations made under the ***Building Act 1993***.

2.6 Words and phrases used in general condition 2.5 which are defined in the ***Building Act 1993*** have the same meaning in general condition 2.5.

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title..

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER

The transfer purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

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7. DUTIES ONLINE SETTLEMENT STATEMENT

The vendor must promptly initiate the Duties Online or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate too complete it as soon as practicable.

8. RELEASE OF SECURITY INTEREST

8.1 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.

8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, 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.

8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –

(a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and

(b) Keep the date of birth of the vendor secure and confidential.

8.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the ***Personal Property Securities Act 2009*** **(Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the ***Personal Property Securities Act 2009*** **(Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that -

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the ***Personal Property Securities Act 2009*** **(Cth),** not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

8.6 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 8.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

8.7 A release for the purposes of general condition 8.4(a) must be in writing.

8.8 A release for the purposes of general condition 8.4(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.

8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

8.10 In addition to ensuring that a release is received under general condition 8.4(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.

8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

8.12 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 8.11.

8.13 If settlement is delayed under general condition 8.12 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.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the ***Personal Property Securities Act 2009*** **(Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

9. 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.

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

10.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11. DEPOSIT

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

11.4 At settlement, payments may be made or tendered:
- (a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to the recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:
- (d.) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e.) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

11.5 Payment by electronic funds transfer is made when cleared funds are received in the reciipient's bank account;

11.6 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

11.7 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transacation number or reference details.

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with foreign resident capital gains withholding and GST Withholding 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.

12.4 Where the purchser is deemed by section 27(7) of the ***Sale of Land Act 1962*** to have given the deposit release authorisation referred to in section 27(1) the purchaser is also deemed to have accepted title in the absence of any prior expess objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specifiy that the price includes GST (if any).

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

13.2 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any);.

13.3 The purchaser is not obliged to pay any GST under this Contract until a tax invoice has been given to the purchaser,

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unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

13.8 In this general condition:
(a) 'GST Act' means ***A New Tax System (Goods and Services Tax) Act 1999*** **(Cth)**; and
(b) 'GST' includes penalties and interest.

14. LOAN

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

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

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; and
(b) the land is treated as the only land of which the vendor is owner (as defined in the ***Land Tax Act 2005***); and
(c) the vendor is taken to own the land as a resident Australian beneficial owner; and
(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

TRANSACTIONAL

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business days.

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

16.4 Any unfulfilled obligation will not merge on settlement.

17. SERVICE

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

17.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14 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.

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

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

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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 a 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

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

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

21.3 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 seven (7) days preceding and including the settlement day.

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the ***Sale of Land Act 1962***; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

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26. DEFAULT INTEREST

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

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.

INFORMATION ONLY

SPECIAL CONDITIONS

1. **Electronic Conveyancing**

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked "**EC**" **EC**

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

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

1.3 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.

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

1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date 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.

1.6 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 insitutions 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.

1.7 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 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.

1.8 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.

1.9 The purchaser must before settlement:

(a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,

(b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;

(c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;

(d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.

(e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

INFORMATION ONLY

2. **Compliance with Sale of Land Act**
The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.

3. **Jointly and Severally**
(a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
(b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4. **Whole Agreement**
The Purchaser acknowledges that no information, representation, comment, marketing material, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

5. **Acceptance of Title**
General Condition 12.4 is added:
12.4 Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

6. **Adjustments**
General Condition 15 is amended by the inclusion of the following clauses;
6.1 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, five (5) business days prior to settlement.
6.2 The Statement of Adjustments will be provided to the Vendors Conveyancer via email and does not entitle the Purchasers representative to load into the PEXA workspace. The Purchasers representative will be liable for any breach of this Special Condition.

7. **Notices**
General Condition 21 is replaced with the following:
21.NOTICES
7.a The Vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
7.b The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
7.c The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8. **Transfer of Land and Duties On Line**
The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**
9.a The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).
9.b General Condition 3 of Form 2 shall not apply to this Contract of Sale.

INFORMATION ONLY

10. **Representation and Warranty**
The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

11. **Planning**
The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

12. **Default**
(a). The provisions of General Condition 26 are amended to include should the Purchaser default in payment of any money due under this Contract, then interest be charged at the rate for the time being fixed by the Penalty Interest Rates Act and paid on demand by the Purchaser to the Vendor upon the money overdue.
(b). The interest specified in Special Condition 12(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
(c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

13. **Cancellation and or Re-Scheduling**
(a). The Purchaser, if in default of the Contract, will be liable for payment of the Vendors reasonable costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be advised and disclosed to the Purchaser, if applicable, and deemed as foreseeable losses;
(b). The Purchaser, if in default of the Contract, will be liable for administrative fees of $220.00 per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and or alter settlement date and or time.
(c). The Purchaser acknowledges, if in default of the Contract, requires a paper settlement after being agreed to be effected electronically, the Purchaser will be liable for the Vendors reasonable costs for converting to a paper settlement including re-attendance and re-scheduling fees.

14. **Director's Guarantee and Warranty**
In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

15. **Foreign Acquisition**
The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

16. **Auction**
When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

17. **Release of Security – General Condition 8**
Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

INFORMATION ONLY

Foreign Resident Capital Gains Withholding;

18. 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;

18.1 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 Commission 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.

18.2 This special condition only applies if the purchaser is required to pay the Commission 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 is or will have a market value of $750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

18.3 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.

18.4 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 in this special condition; and

(b) Ensure that the representative does so.

18.5 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 m manner required by the Commissioner and as soon as reasonably and practicably possible, from monies 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.

18.6 The representative is taken to have complied with the obligations if;

(a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and

(b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;

18.7 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 date of settlement.

18.8 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 of 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.

18.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

19. **GST Withholding Payments and Notifications**

19.1 In this Special Condition 19.1 terms have the following meanings;

(a) **Commencement Date** means 1 July 2018

(b) **Commissioner** has the meaning given to that term in the TA Act;

(c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;

(d) **Operative Date** means 1 July 2020.

(e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;

(f) **TA Act** means the Taxation Administration Act 1953 (Cth); and

(g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

INFORMATION ONLY

19.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

19.3 Subject to Special condition 19.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

19.4 Subject to Special Condition 19.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 19.4 the Vendor effects settlement after the date settlement is due under the Contract.

19.5 This special condition will not merge on settlement.

20. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for reasonable costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed, dated and agreed to.

21. **Purchaser's Acknowledgement**

21.1 The Purchaser acknowledges that they are purchasing the property as described herein as a result of their own enquiries and inspections and do not rely upon any representations or warranties made by the Vendor, the Vendor's representative, the Vendor's agent or any other person on the Vendor's behalf or otherwise associated with the Vendor.

21.2 The Purchaser also acknowledges that they are purchasing the property;

a. In its present condition and state of repair;
b. Subject to any and all defects latent or patent;
c. Subject to any and all infestations; and;

21.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation arising out of any of the matters covered by this Special Condition and not limited to any part or parts of the Particulars of Sale altering, changing or amending the Vendors position from signing of the Contract to settlement date.

21.4 The Purchaser agrees the Vendor is under no obligation to enhance the property by adding so as to benefit the Purchaser and/or the value of the property.

21.5 General Conditions 24.4, 24.5 and 24.6 shall not apply.

22. **Industry Christmas Holiday Period**

If the due date for settlement stipulated in the Particulars of Sale has not taken place before 19th December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be postponed and changed to a date that is 16th January of the following calendar year. In the event that a date within this period is stipulated as the due date for settlement, this Special Condition will prevail and have the effect of altering the due date for settlement to read 16th January. It is also agreed between the parties that neither party be entitled to issue a Default and / or Rescission Notice on the other between the period of 19 December in the calendar year in which settlement is agreed to occur and 16 January of the following calendar year, or otherwise exercise any Excluded Rights in relation thereto. Neither party will be held in default under the terms of the Contract if settlement is due during these given dates.

INFORMATION ONLY

GUARANTEE

I/We …….

Both of: ……

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

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

IN WITNESS WHEREOF we have hereunto set out hands and seals
This day of 202

SIGNED SEALED AND DELIVERED)
by the said)
)
……)
(print name))
)
In the presence of:) ……..
Director (sign)

Witness:

SIGNED SEALED AND DELIVERED)
by the said)
)
…….)
(print name))
)
In the presence of:) …….
Director (sign)

Witness:

INFORMATION ONLY

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

The Vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962.*
This Statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the contract.
The Vendor may sign by electronic signature.
The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the purchaser signed any Contract.

Vendor: **RENEE MARASCO**

Property: **UNIT 5, 152 TYLER STREET, PRESTON VIC 3073**

1. FINANCIAL MATTERS IN RESPECT OF THE LAND

Particulars of any Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

1.1 Are contained in the attached certificate/s.

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

NONE TO THE VENDORS KNOWLEDGE.

1.2 **Terms Contract**
This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

NOT APPLICABLE

1.3 **Sale Subject to Mortgage**
This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered) is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

NOT APPLICABLE

1.4 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

a. The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate.

b. Is the land tax reform scheme land within the meaning of the CIPT Act?

NOT TO THE VENDORS KNOWLEDGE.

c. If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of CIPT Act is set out in the attached Municipal rates notice or property clearance or is as follows:

NOT APPLICABLE.

INFORMATION ONLY

2. INSURANCE DETAILS IN RESPECT OF THE LAND

2.1 This section 2.1 only applies if this Section 32 Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipts of rents and profits:

- NOT APPLICABLE.

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

- NOT APPLICABLE

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

AS CONTAINED IN THE ATTACHED DOCUMENTS.

b. Particulars of any existing failure to comply with an easement, covenant or other similar restriction are:

NONE TO THE VENDORS KNOWLEDGE.

3.2 Road Access

There IS access to the property by road.

3.3 Designated Bushfire Prone Area

This land is NOT in a designated bushfire prone area under Section 192A of the *Building Act 1993.*

3.4 Planning Scheme

In the case of land to which a planning scheme applies a statement specifying—

a. name of the planning scheme:	Darebin City Council Planning Scheme
b. name of the responsible authority:	Darebin City Council

As contained in the attached certificate/s.

4. NOTICES, ORDER, DECLARATION, REPORT OR RECOMMENDATION

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

NONE TO THE VENDORS KNOWLEDGE

INFORMATION ONLY

4.2 Agricultural Chemicals

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

NONE TO THE VENDORS KNOWLEDGE

4.3 Compulsory Acquisition

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

NONE TO THE VENDORS KNOWLEDGE

5. BUILDING PERMITS

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

- No such Building permit has been granted to the Vendor's knowledge.

6. INFORMATION RELATING TO ANY OWNERS CORPORATION

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

The land IS affected by an Owners Corporation.

Owners Corporation Certificates & Documentation:

a. Attach a copy of the current Owners Corporation Certificate issued in respect of the land under section 151 of the ***Owners Corporations Act 2006***; and

b. Attach a copy of the documents specified in section 151(4)(b)(i) and (iii) of the ***Owners Corporations Act 2006*** that are required to accompany an Owners Corporation Certificate under the Act.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

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

7.2 GAIC recording

This section 7.2 only applies if there is a GAIC recording:
Any of the following certificates or notices must be attached if there is a GAIC recording.

The land is NOT subject to GAIC recording.

INFORMATION ONLY

8. DISCLOSURE OF NON-CONNECTED SERVICES

8.1 The services which are **NOT** connected to the land—

a. Telephone services.

9. EVIDENCE OF TITLE

9.1 Attached are copies of the following document/s concerning Title:

a. Registered Title
A Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location; OR

b. General Law Title
The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

SUBDIVISION

c. In the case of land that is subject to a subdivision—
(i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
(ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

d. Staged Subdivision
In the case of land that is part of a staged subdivision within the meaning of Section 37 of the ***Subdivision Act 1988*** –
(i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage and;
(ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
(iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
(iv) A statement of the contents of any permit under the ***Planning and Environment Act 1987*** authorising the staged subdivision.

e. Further Plan of Subdivision
In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the ***Subdivision Act 1988*** is proposed –
(i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
(ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 but may be included in this Section 32 statement for convenience) Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth).
To be a building or part of the building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and;
Which has a net lettable area of at least 1000m2 (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date); -
NONE TO THE VENDORS KNOWLEDGE.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for salle that is vacant residential land or land on which there is a residence. The due diligence checklist is ***NOT REQUIRED*** *to be provided with or attached to this Section 32 statement.*

INFORMATION ONLY

12. ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section. Additional information may be added to this section where there is insufficient space in any of the earlier sections.

The day of this Statement is the ……..day of ……20

Signed by the Vendor(s) .....

.....

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

The day of this Acknowledgement is the ……day of……20

Signed by the Purchaser(s) .....

.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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

INFORMATION ONLY

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

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

VOLUME 11284 FOLIO 545

Security no : 124125110712Y
Produced 05/06/2025 03:53 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 636034L.
PARENT TITLE Volume 04519 Folio 653
Created by instrument PS636034L 20/07/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
    RENEE MARASCO of 55 WALLACE STREET PRESTON VIC 3072
    AN085294R 08/09/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU674335K 10/08/2021
    WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS636034L 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 5 152 TYLER STREET PRESTON VIC 3072

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 10/08/2021

OWNERS CORPORATIONS

The land in this folio is affected by
    OWNERS CORPORATION 1 PLAN NO. PS636034L

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS636034L**
Number of Pages (excluding this cover sheet)	**5**
Document Assembled	**05/06/2025 15:53**

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PLAN OF SUBDIVISION

Stage No. /

LRS use only

EDITION 1

PS636034L

24/06/2011 $1549.70 PS

Location of Land

Parish: Jika Jika
Township: -----
Section: -----
Crown Allotment: -----
Crown Portion: 146 (Part)

Title References: Vol 4519 Fol 653

Last Plan Reference: LP 6290 (Lot 645)
Postal Address: 152 Tyler Street
PRESTON 3072
MGA Co-ordinates: E 325530
N 5822135 Zone 55

Council Certification and Endorsement

Council Name: City of Darebin Ref: S/239/2009

1. This Plan is certified under Section 6 of the Subdivision Act 1988.

2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 .../.../...~~

3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE
(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

~~(iii) The requirement is to be satisfied in Stage~~

Council delegate
~~Council seal~~
Date 1/2/2011

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council delegate~~
~~Council seal~~
~~Date .../.../...~~

Vesting of Roads or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Depth Limitations: DOES NOT APPLY

Staging: This ~~is~~/is not a staged subdivision
Planning permit No.

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings:
Median: Boundaries shown 'M'
Exterior face: Boundaries shown 'E'
Interior face: All other boundaries

Note: 'C.P.' Denotes Common Property No. 1

Note: 'PROJ' Denotes the projection of the underside of the ceiling above each Lot

Lots in this plan may be affected by one or more Owners Corporations. See Owners Corporation search report for details.

All columns, internal service ducts, pipe shafts and building foundations are deemed to be part of **Common Property No.1.** The positions of these columns, ducts, shafts and foundations have not necessarily been shown on the diagrams contained herein.

Survey This plan is / ~~is not~~ based on survey
(To be completed where applicable)

This survey has been connected to Permanent Marks no(s): PM 58 and PM 636
in Proclaimed Survey Area no: -----

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all lots on this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	DRAINAGE	1·52	LP 6290	LOTS IN LP 6290
E-1	SEWERAGE	1·52	THIS PLAN	YARRA VALLEY WATER LTD.
E-1	**ANY EASEMENTS**	**1.52**	**VOL 1666 FOL 162**	**UNSPECIFIED**

LRS use only

Statement of compliance/ Exemption Statement

Received ✓

Date **24/6/2011**

LRS use only

PLAN REGISTERED
TIME **10.33am**
DATE: **20/7/2011**

Mario Riggio
Assistant registrar of Titles.

Sheet 1 of **5** Sheets

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PROVIDERS OF SPATIAL DATA SOLUTIONS
122 DALTON STREET, ELTHAM 3095
Ph. (03) 9444 0170 Fax: (03) 8456 5990
www.meridiansurvey.com.au

LICENSED SURVEYOR (PRINT) OWEN MICHAEL DABELSTEIN
SIGNATURE DATE 8/11/2010
REF. E 1433 VERSION 03

DATE 1/2/2011
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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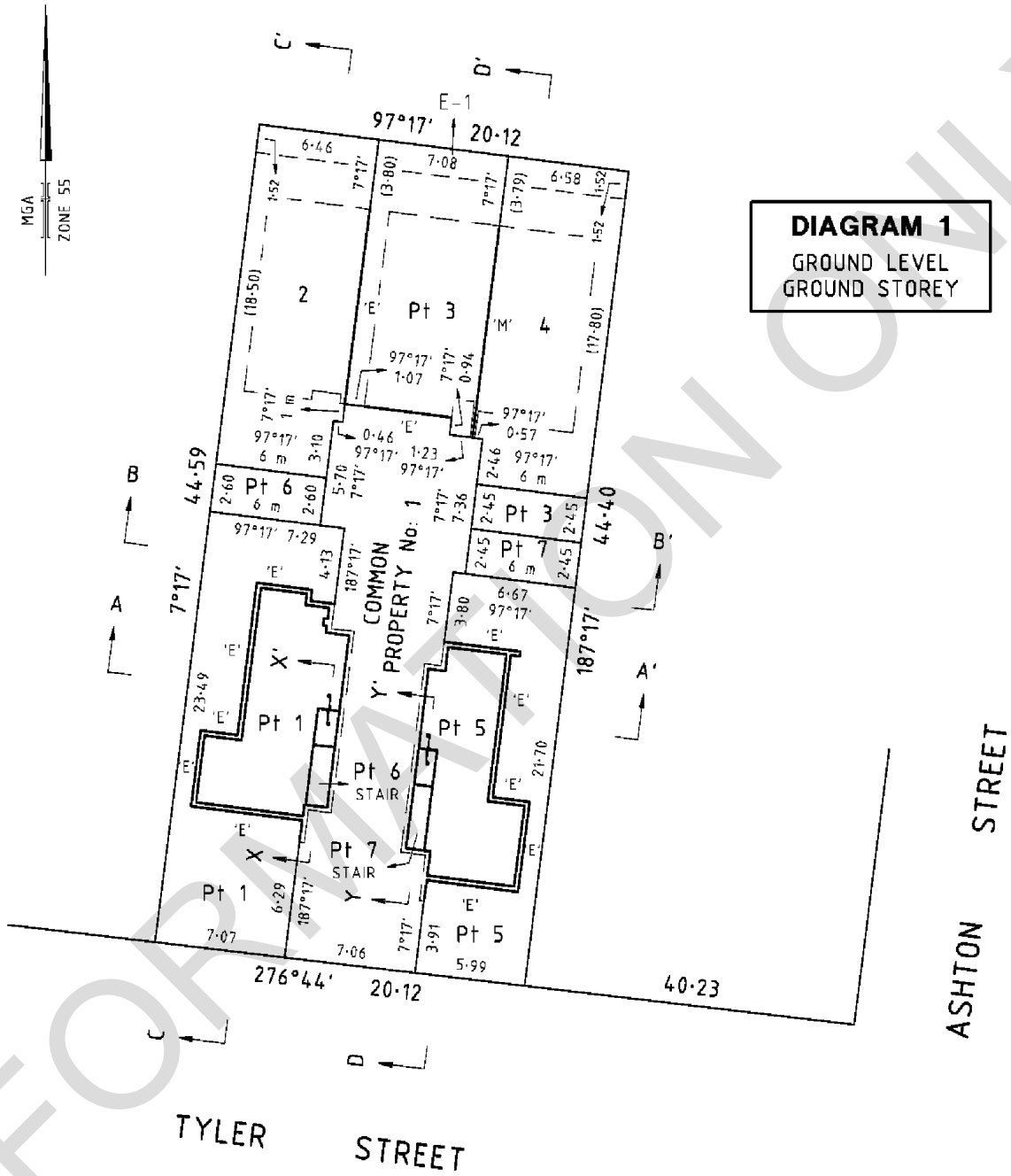
PLAN OF SUBDIVISION

Stage No.	Plan Number
/	PS 636 034 L



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Sheet 2 of 5 Sheets

SCALE 1:250

2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
	A3

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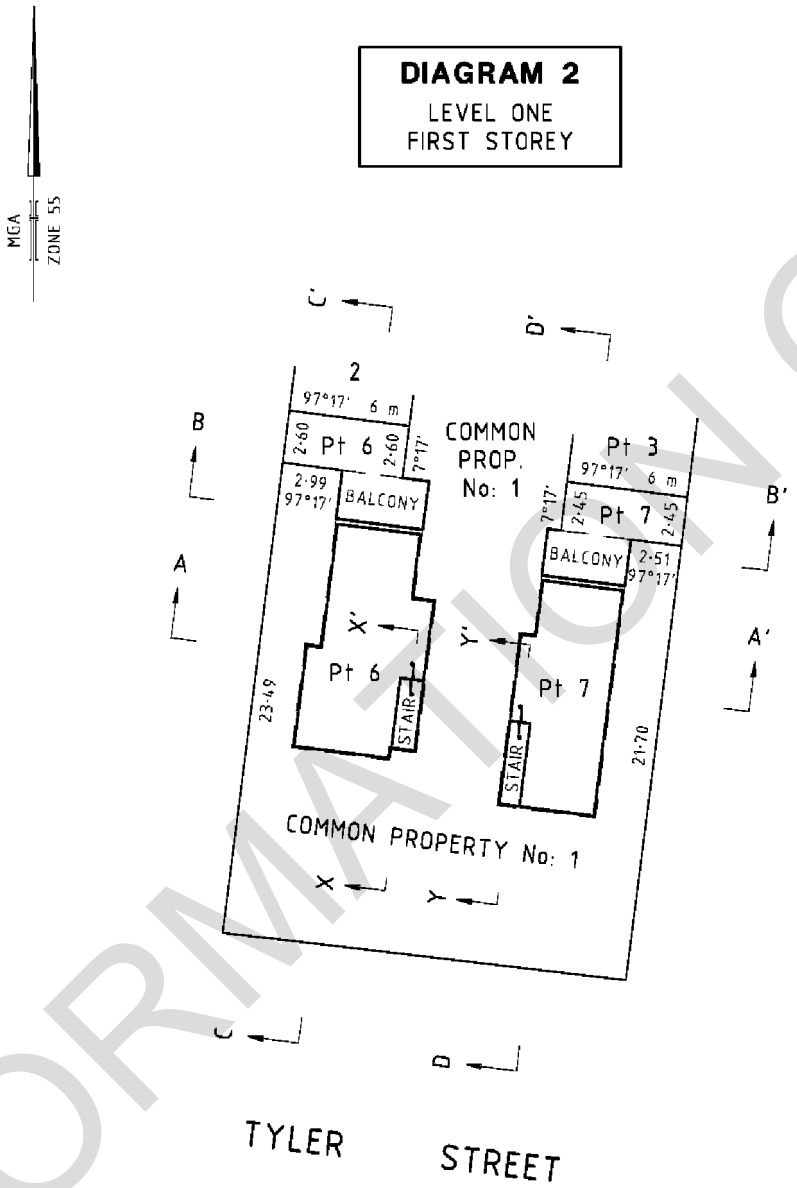
PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 636 034 L

DIAGRAM 2
LEVEL ONE
FIRST STOREY



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SCALE 1:250
2·5 0 2·5 5 7·5 10
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DATE 1/2/2011
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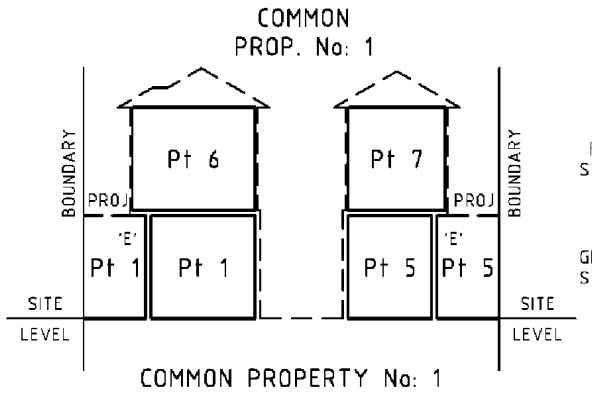
PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 636 034 L**



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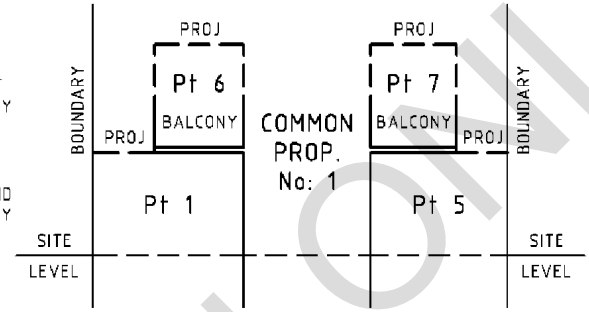

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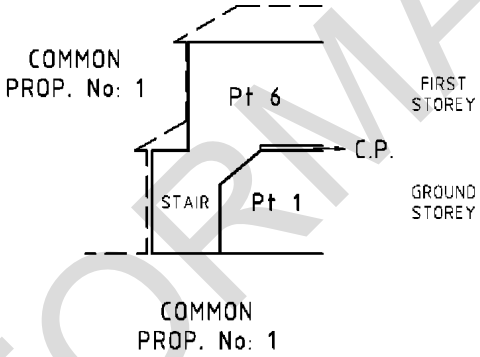

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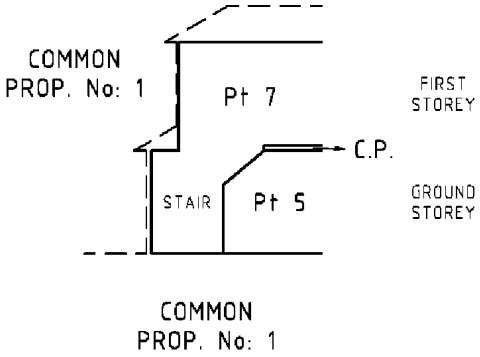

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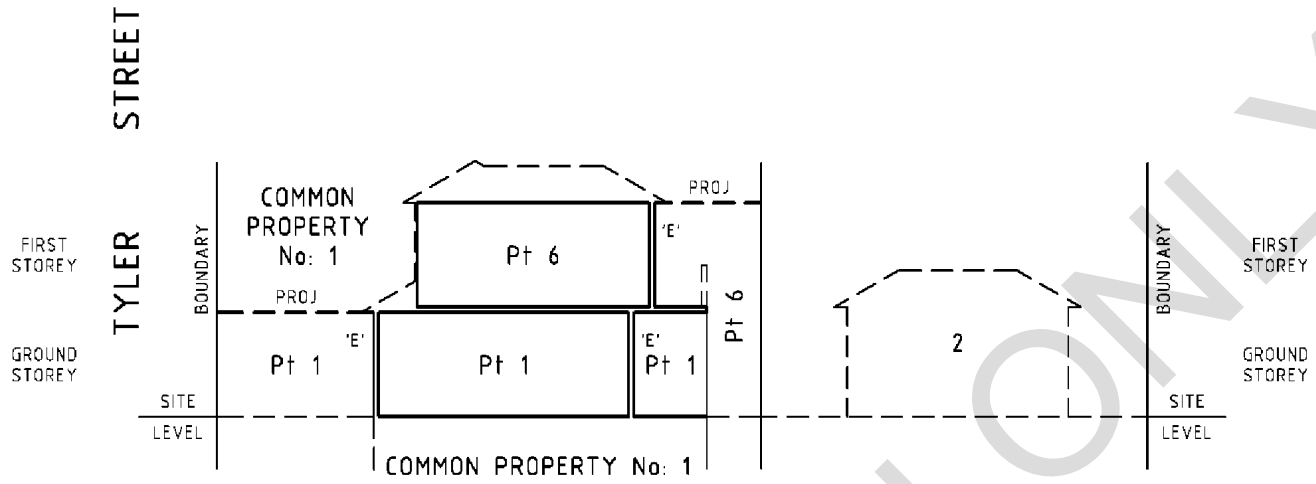
PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 636 034 L



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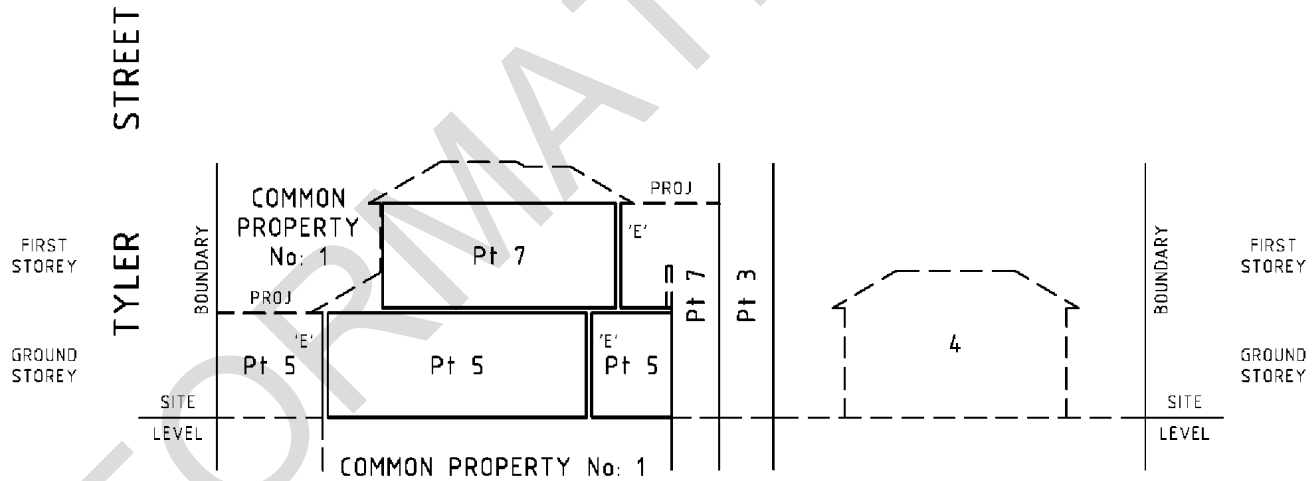
(NOT TO SCALE)



SECTION D-D'
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COUNCIL DELEGATE SIGNATURE

INFORMATION ONLY

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS636034L

The land in PS636034L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 7.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
OCV MANAGEMENT PTY LTD UNIT 6 85 BARDIA AVENUE SEAFORD VIC 3198

AX298849V 27/09/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC011219H 20/07/2011

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10

INFORMATION ONLY

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS636034L

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	10	10
Total	**70.00**	**70.00**

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

Statement End.

INFORMATION ONLY

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 05 June 2025 04:31 PM

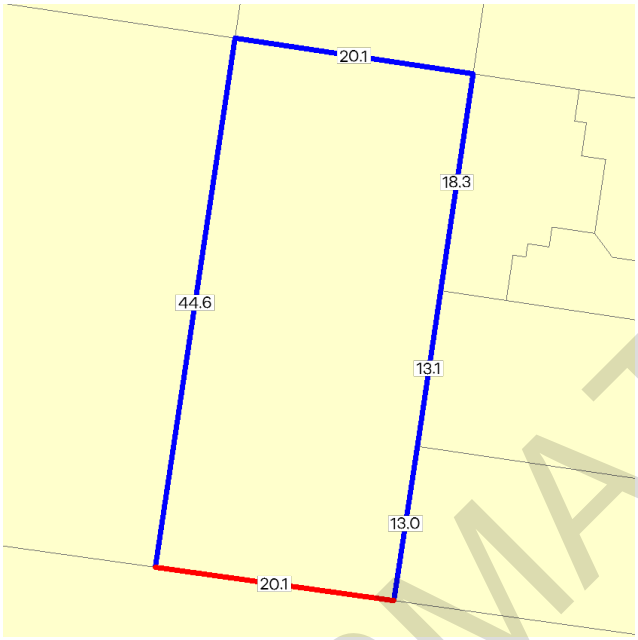
PROPERTY DETAILS

Address:	**5/152 TYLER STREET PRESTON 3072**
Lot and Plan Number:	**Lot 5 PS636034**
Standard Parcel Identifier (SPI):	**5\PS636034**
Local Government Area (Council):	**DAREBIN** www.darebin.vic.gov.au
Council Property Number:	**246391**
Directory Reference:	**Melway 19 A9**

Note: There are 8 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: 897 sq. m
Perimeter: 129 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:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**PRESTON**

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

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PROPERTY REPORT

Area Map

Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 05 June 2025 04:31 PM

PROPERTY DETAILS

Address:	**5/152 TYLER STREET PRESTON 3072**
Lot and Plan Number:	**Lot 5 PS636034**
Standard Parcel Identifier (SPI):	**5\PS636034**
Local Government Area (Council):	**DAREBIN** www.darebin.vic.gov.au
Council Property Number:	**246391**
Planning Scheme:	**Darebin** Planning Scheme - Darebin
Directory Reference:	**Melway 19 A9**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**PRESTON**

OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)

GRZ - General Residential

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DCPO - Development Contributions Plan Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

HO - Heritage Overlay

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

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Further Planning Information

Planning scheme data last updated on 05 June 2025.

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 abut 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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072

City of DAREBIN
the place to live

Certificate Number: 6623/2024
Darebin Reference Number: 71392.5

Home Conveyancing Reservoir Pty Ltd
288 Broadway
RESERVOIR VIC 3073

LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989

Date of Issue	09-Jun-2025
Assessment Number	**71392.5**
Applicant Reference	26680 MARASCO:114954
Certificate Number	6623/2024
Property Location	5/152 Tyler Street PRESTON VIC 3072
Property Description	CT-11284/545 LOT 5 PS 636034L AVPCC 125.4 - OYO Strata Flat

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.

Site Value	$150,000
Capital Improved Value	**$315,000**
Net Annual Value	$15,750

INFORMATION ONLY

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274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072

City of DAREBIN
the place to live

Certificate Number: 6623/2024
Darebin Reference Number: 71392.5

Rates and charges levied for the period 01/07/2024 - 30/06/2025

Council uses Capital Improved Value for rating purposes at the following rate in the $:

Residential	**0.00174674**	Residential Vacant Land	**0.00524022**
Business	**0.00305680**	Business Vacant Land	**0.00698696**
Vacant Retail Land	**0.00698696**	Mixed Use Land	**0.00244544**

Arrears to 30-Jun-2024	$253.00
Arrears of Legal Fees	$0.00
General Rates	$550.20
Fire Service Property Levy	$159.40
Environmental Charge	$325.20
Interest on Current Rates to Date	$21.15
Interest on Arrears to Date	$18.80
Legal Costs	$0.00
Lees State Government Pension Rebate	$0.00
Less Council Concession	$0.00
Less FSPL Rebate	$0.00
Less Payments	-$1,327.75
Rates and Charges due:	$0.00
Special Rates and Charges due:	$0.00
Total due for property: **5/152 Tyler Street PRESTON VIC 3072**	**$0.00**

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number 0**713925**
  To pay $0.00

- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
  Reference number 713925 to pay $0.00

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

INFORMATION ONLY

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072

City of DAREBIN
the place to live

Certificate Number: 6623/2024
Darebin Reference Number: 71392.5

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989.*

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

INFORMATION ONLY

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072

City of DAREBIN
the place to live

Certificate Number: 6623/2024
Darebin Reference Number: 71392.5

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of $29.70 being the fee for this certificate.

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

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

6th June 2025

Home Conveyancing Reservoir
HOME CONVEYANCING RESERVOIR

Dear Home Conveyancing Reservoir,

RE: Application for Water Information Statement

Property Address:	5/152 TYLER STREET PRESTON 3072
Applicant	Home Conveyancing Reservoir HOME CONVEYANCING RESERVOIR
Information Statement	30946391
Conveyancing Account Number	4859580000
Your Reference	26680 MARASCO

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

INFORMATION ONLY

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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	5/152 TYLER STREET PRESTON 3072

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.

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.

INFORMATION ONLY

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yvw.com.au

Melbourne Water Property Information Statement

Property Address	5/152 TYLER STREET PRESTON 3072

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

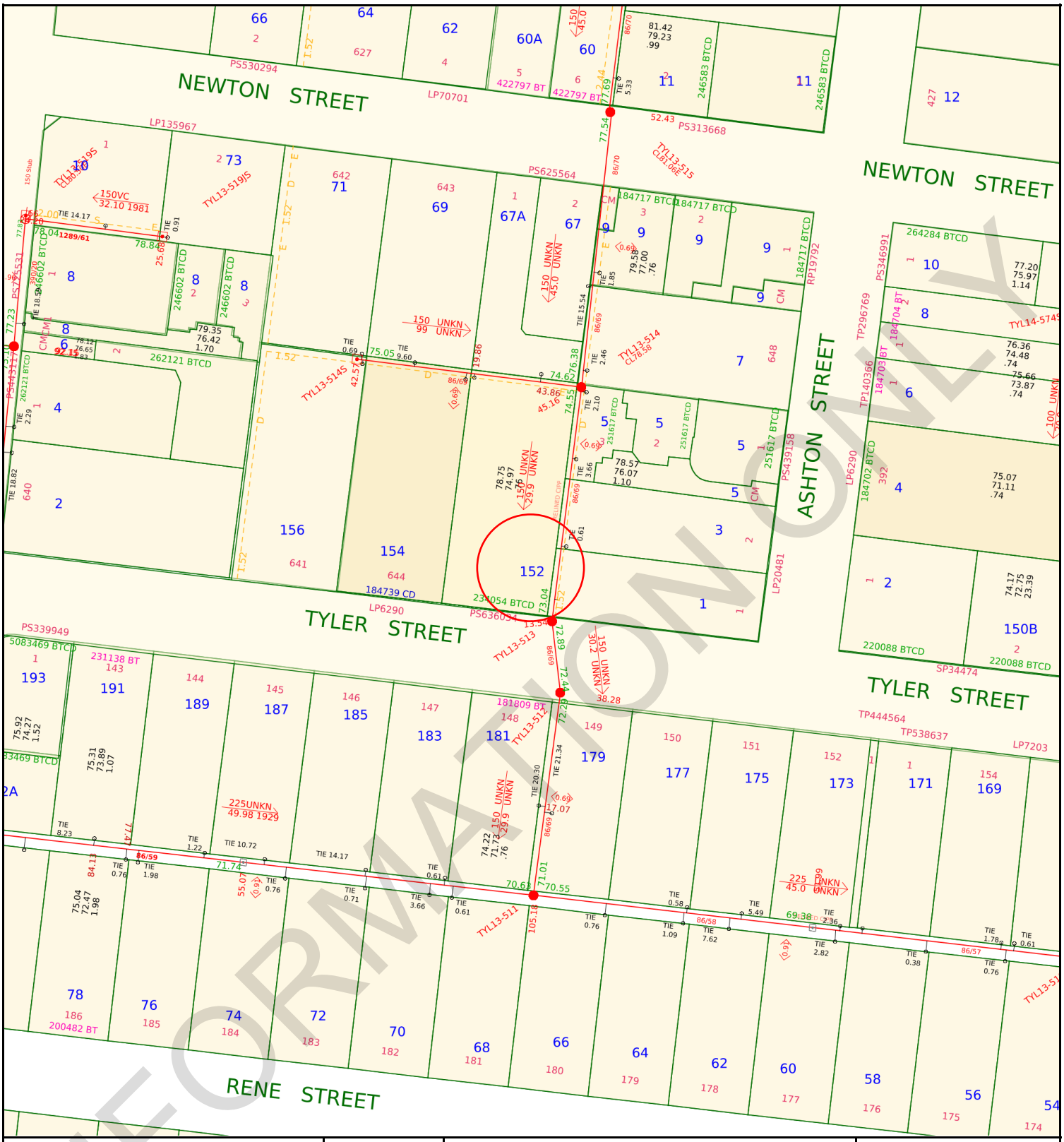
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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.

INFORMATION ONLY



INFORMATION ONLY

Yarra Valley Water

Information Statement Number: 30946391

Address	5/152 TYLER STREET PRESTON 3072
Date	06/06/2025
Scale	1:1000

N

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	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

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yvw.com.au

Home Conveyancing Reservoir
HOME CONVEYANCING RESERVOIR
office6@homeconveyancing.com.au

RATES CERTIFICATE

Account No: 5993318197
Rate Certificate No: 30946391

Date of Issue: 06/06/2025
Your Ref: 26680 MARASCO

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/152 TYLER ST, PRESTON VIC 3072	5\PS636034	5003001	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	$20.64	$20.64
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	$118.19	$118.19
Parks Fee	01-04-2025 to 30-06-2025	$21.74	$21.74
Drainage Fee	01-04-2025 to 30-06-2025	$30.44	$30.44
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$191.01

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.

INFORMATION ONLY

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.

INFORMATION ONLY

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5003001

Address: UNIT 5/152 TYLER ST, PRESTON VIC 3072

Water Information Statement Number: 30946391

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 59933181970

Amount Paid		**Date Paid**		**Receipt Number**	

INFORMATION ONLY

Australian Government
Australian Taxation Office

MISS RENEE MARASCO
C/- HOME CONVEYANCING RESERVOIR
288 BROADWAY
RESERVOIR VIC 3073

Our reference: 7159605281803
Phone: **13 28 66**

6 June 2025

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello RENEE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411072783397
Vendor name	RENEE MARASCO
Clearance Certificate Period	6 June 2025 to 9 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

INFORMATION ONLY

OCVM GROUP

Owners Corporation 636034L

Lot 5
152 Tyler Street, PRESTON

OWNERS CORPORATION CERTIFICATE

Issued on: 20/06/2025

INFORMATION ONLY

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2018
Subdivision Act 1988

Owners Corporation Number:	636034L
This certificate is issued for Lot:	5/152 Tyler Street PRESTON
Applicant for the certificate is:	Home Conveyancing Reservoir
Applicant Email:	office@homeconveyancing.com.au
Reference:	636034L / 5
This certificate is issued for Lot 5 Plan No. 636034L	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **20/06/2025**. You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

a) The present fees for the above Lot are:
Owners Corporation Admin Contribution **$1,857.10** per annum payable *Bi-Annually*.
Owners Corporation Maintenance Contribution **$150.00** per annum payable *Bi-Annually*.

Please note that this Owners Corporation's end of financial year is **30/09/2025**.

At the next Annual General Meeting the annual budget may increase or decrease pending the resolutions made by the members.

Please be aware that the contributions for this lot may change and adjustments may be made on previous levies already issued during the new financial year. We suggest an update on the certificate be sought prior to settlement.

Due Date	**01/04/2025**	**01/10/2025**
Admin	$928.55	$928.55
Maintenance	$75.00	$75.00
Total	**$1,003.55**	**$1,003.55**

b) The fees are paid up until *30/09/2025*. If settlement should occur on or after any due date the next fee instalment as outlined above will also be due and payable.

c) Unpaid fees and levies presently total *$0.00* plus penalty interest of *$0.00*.

INFORMATION ONLY

d) The following special fees or levies have been raised and are payable on the dates indicated below:

Nil.

e) The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:

There are no repairs, maintenance or other works which are not included in the above annual fees maintenance or special levies as at 20/06/2025.

f) The Owners Corporation has the following insurance cover:

Policy No	Insurer	Type	Sum	Premium
LNG-STR-20311912 07/12/2024 - 07/12/2025	Longitude Insurance Pty Ltd	Building/Common Property	$2,560,291.00	$7,128.35 Excess: $2,000.00
		Common Area Contents	$25,603.00	
		Loss of Rent/Temp Accommodation	$384,044.00	
		Public Liability	$20,000,000.00	
		Voluntary Workers	$200,000.00 ($2,000.00 per week)	
		Fidelity	$100,000.00	
		Office Bearers	$500,000.00	
		Legal Expenses	$50,000.00	
		Lot Owners Fixtures & Improvements	$300,000.00	

g) Has the owners corporation resolved that the members may arrange their own insurance under section 61A of the Act?
If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 20/06/2025.

INFORMATION ONLY

h) The total funds held by the owners corporation as at 20/06/2025:

Financial Position of the Owners Corporation Cash at Bank is $11,384.26.
Made up of:

Administrative Fund	Maintenance Fund	Total
$10,499.45	$884.81	$11,384.26

i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs/maintenance as set above?
If so, then provide details:

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies as at 20/06/2025.

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

The following leases, licences and agreements affect the common property:

Nil.

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

There are no agreements to provide services to lot owners, occupiers of the public as at 20/06/2025.

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

There are no notices or orders as at 20/06/2025.

INFORMATION ONLY

m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?
If so, then provide details:

The manager is not aware of any legal proceedings as at 20/06/2025.

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

A manager is appointed.

OCV Management
03 9417 9600

Attention: Stefanie D'Alessandro Email: stefanie.dalessandro@ocvmgroup.com.au

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

No Administrator is appointed as at 20/06/2025.

p) Other Information:
Nil

q) Documents required to be attached to the owners corporation certificate are:

a) Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners.
b) Copy of Model Rules for an Owners Corporation
c) Last AGM Minutes
d) Material Assessment Report

INFORMATION ONLY

Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
   This information is subject to change without notice.
2. **It may be prudent to obtain a written update on outstanding contributions prior to settlement of the property.**
3. **In some circumstances it may be prudent to apply for a new Owners Corporation Certificate. Charges will apply.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

20/06/2025

Prepared By:

Stefanie D'Alessandro

Ph: 03 9417 9600
stefanie.dalessandro@ocvmgroup.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

Common Seal of Plan No 636034L

THE COMMON SEAL OF OWNERS CORPORATION
PLAN NO 636034L

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

INFORMATION ONLY

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

INFORMATION ONLY

Model Rules for an Owners Corporation..

1 Health Safety and Security

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

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

(2) This rule does not apply to-

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

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

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

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

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

2 Committees & Sub-Committees

2.1 Functions, powers and reporting of committees and sub-committees
A committee may appoint members to a sub committee without reference to the owners corporation.

3 Management & Administration

3.1 Metering of services and apportionment of costs of services
(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Sub rule (2) does not apply if the concession or rebate –

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

INFORMATION ONLY

Model Rules for an Owners Corporation

4 Use of Common Property

4.1 Use of Common Property

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

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property

(3) An approval under sub-rule (2) may state a period for which the approval is granted

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.".

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

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

INFORMATION ONLY

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.

(2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

INFORMATION ONLY

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

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

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

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

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

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OCVM GROUP

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MINUTES OF THE ANNUAL GENERAL MEETING – INTERIM RESOLUTIONS

NOTE: An interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

OWNERS CORPORATION PLAN OF SUBDIVISION: 636034L
PROPERTY ADDRESS: 152 Tyler Street, PRESTON VIC 3072

Occupiable Lots: 7 Non-Occupiable Lots (Car Parks/Storage): 0
In accordance with the Amendments to the Owners Corporation Act,
636034L is a Tier 4 Owners Corporation.

Date, place and time of meeting: An Annual General Meeting of Owners Corporation Plan of Subdivision: OCPS 636034L was held on Tuesday 12th November 2024 via Zoom Video Conference. The meeting commenced at 11:02am.

Present:
Lot 3 James Nardella
Lot 7 Timothy Bathurst

Present by Proxy: Nil

Apologies: Nil

In attendance: Stefanie D'Alessandro representing the OCVM Group, the Manager of the Owners Corporation.

1. Quorum:

The Manager confirmed that as 2 attendees out of a total of 7 owners were represented either in person or by proxy that a quorum was not reached. Accordingly all decisions made at this meeting become interim resolutions of the Owners Corporation. an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Arrears: Arrears are only reported on for those lots represented at the meeting.

The Manager confirmed that all owners present were currently fully paid with their contributions and were eligible to vote.

2. Meeting Chairperson: Stefanie D'Alessandro was appointed to chair the meeting.

3. Minutes: The members resolved by Ordinary Resolution that the minutes of the last Annual General Meeting of the Owners Corporation held on 24/10/2023, as attached to the Notice of Meeting, be confirmed as a true record and account of the proceedings at that meeting.

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4. Manager's report:

Pursuant to Part 6, Section 126 of the Owners Corporations Act 2006, the manager tabled a report, which was attached to the Notice of Meeting, of their activities for the period. The members acknowledged the contents of the manager's report.

Committee Report:

There being no Committee a report was not presented.

5. Building Insurances:

The members acknowledged that the Manager is authorised under their Insurance Authority to provide factual advice only and that the members were to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters suited their individual needs.

The members resolved by Ordinary Resolution that the current insurance, as noted in the Notice of Meeting is acknowledged and accepted.

RENEWAL INSTRUCTION

The members resolved by Ordinary Resolution that when the insurance renewal becomes due, the Manager will send the quotations to the Committee for their review and instruction.

Should instruction not be provided by the renewal date, the members resolved by Ordinary Resolution to issue OCVM Group a standing authority to place insurance in accordance with the insurance broker's recommendation or in the event a broker is not appointed, with the incumbent insurer to ensure continuation of cover.

VALUATION

The members acknowledged the Owners Corporations and Other Acts Amendment Act 2021 came into effect on December 1, 2021. In accordance with s65, an Owners Corporation **must** obtain a valuation of all buildings that it is liable to insure every five (5) years or earlier as determined by the Owners Corporation.

It is important to understand that owners have an unlimited joint and several financial obligation in regard to any shortfall in terms of the actual replacement cost compared to the selected sum insured.

OCVM Group advised that due to current market conditions the cost of building materials and labour have escalated significantly. As a result, the last Valuation for Insurance purposes may not be reflective of the current market.

OCVM Group advised that a Full Valuation for Insurance Purposes should be obtained every three (3) years and a Desktop Valuation obtained in the following two (2) years to accurately assess an appropriate building sum insured amount.

The members acknowledged that the last valuation under s59 for the property for insurance purposes was conducted on 23/12/2022, for a Total Replacement Value of $2,415,000. This was a Full Valuation for insurance purposes.

The members acknowledged that it is essential they read and fully understand the contents of the valuation report and seek clarification if any aspect of the report is their view unclear. The Owners Corporation should consider any disclaimers and shortcomings contained in the report in arriving at the ultimate sum insured for insurance purposes in accordance with their legal obligations as outlined below.

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OCVM Group advised that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size and standard as when new – including architects/engineers fees, demolition, removal of debris, town planning charges, connection of utilities and reinstatement of common services such as drainage.

The members considered the last valuation date and resolved by Ordinary Resolution not to proceed with obtaining a Full Valuation for insurance purposes and to endorse the policy with the valued amount upon receipt.

DISCLOSURE

The owners acknowledged they have a legal obligation to disclose to the insurer any known defects, hazards or matters that may affect the application of the underwriter in assessing the risk associated with this policy.

INSURANCE EXCESS

The owners acknowledged that any insurance claims excess is to be paid by the lot that is deemed to be the cause of the damage. (For clarity, where an event that causes damage emanates from Common Property, the excess will be paid for by the Owners Corporation. All other excesses to be met by the owner of the lot which is deemed to have caused the resultant damage with reference to s49.2 & s49.3 of the Owners Corporations Act 2006).

In taking out the insurance referred to above, whilst the definition of "Building' in the Act includes:

- Any improvements and fixtures forming part of the building; and
- Any shared services.

IT DOES NOT INCLUDE

- Carpet and temporary floor, wall and ceiling coverings; or
- Fixtures removable by a lessee at the end of a lease; or
- Anything prescribed as not forming part of the building.
- Public Liability within your lot.

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

IMPORTANT INFORMATION TO NOTE

- Any improvements or added fixtures forming part of your lot must be disclosed to the insurer to be covered in the event of loss during the relevant policy period.
- This insurance policy **does not** cover any of the contents in your lot.
- Owners are encouraged to seek independent legal and insurance advice to ensure the strata insurance policy covers your particular circumstance.

As disclosed in our Contract of Appointment, OCVM Group is paid a commission for placing insurance cover for your Owners Corporation. The commission is paid to us by the brokers and underwriters with whom we are associated. The commission remunerates us for managing insurance on your behalf and allows us to deal directly with your insurer on your behalf.

6. Maintenance Plan:

MAINTENANCE PLAN

In accordance with s36 of the Owners Corporations Act 2006, the members resolved by Ordinary Resolution not to prepare a Maintenance Plan.

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7. Financial Statements:

The members resolved by Ordinary Resolution that the Financial Statements for the Building Financial Year ended 30/09/2024 as distributed with the Notice of Meeting be adopted. The members acknowledged that the net assets of the Owners Corporation as at the end of the property's financial year was $7,568.10.

The balance at the bank account as at the date of the meeting was $13,925.32 consisting of $13,565.51 in the Administration Fund and $359.81 in the Maintenance Fund.

FINANCIAL AUDIT

The members resolved by Ordinary Resolution not to undertake an independent audit of the financials in accordance with s35. Owners Corporations Act 2006.

8. Budget & Fees:

The members resolved by Ordinary Resolution to accept the projection of estimated receipts and payments (Annual Budget of $14,050.00 inc GST) as attached to the Notice of Meeting.

This was made up of $13,000.00 in the Administration Fund & $1,050.00 in the Maintenance Fund.

The members resolved by Ordinary Resolution to accept the Annual Budget of $14,050.00 made up of $13,000.00 in the Administration Fund & $1,050.00 in the Maintenance Fund.

Fees/Levies:

The members resolved by Ordinary Resolution:

a. that contributions be set in accordance with Part 3, Section 23 of the Owners Corporations Act 2006 as per the Annual Budget adopted and will continue at the same rate until changed by resolution by the members of the Owners Corporation.

b. that the contributions be paid in advance in biannual instalments; the first such instalment being due on 01/10/2024 and the subsequent instalment falling due on 01/04/2025.

9. Appointment of manager:

In accordance with Part 6, Section 119 of the Owners Corporations Act 2006 the members acknowledged that the Owners Corporation were in a month to month roll-over contract.

The members resolved to review a Contract of Appointment. The Manager will provide a Contract of Appointment to the Committee for review and discussion.

The members resolved by Ordinary Resolution that the Owners Corporations delegate to the Manager all of the Powers and Functions of the Owners Corporations necessary to enable the manager to perform its duties under the Contract of Appointment.

Management fee:

The management fee for the building financial year was set at $2,358.55 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.

10. Committee and/or Chairperson

The members resolved by Ordinary Resolution to appoint a Committee.
(part 5 Section 100(2) makes it compulsory to elect a Committee only if the Owners Corporation consists of 10 or more members).

Nomination for Committee were received for:

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- Lot 3 James Nardella
- Lot 6 Maria Sallas
- Lot 7 Timothy Bathurst

There being no further nominations the Chairperson of the meeting declared the Committee elected. The Committee consist of:

- Lot 3 James Nardella
- Lot 6 Maria Sallas
- Lot 7 Timothy Bathurst

DELEGATION OF AUTHORITY TO THE COMMITTEE/CHAIRPERSON

The members resolved by Ordinary Resolution to delegate to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation except:

a) a power or function requiring a special resolution or a unanimous resolution; or
b) giving notice of an annual general meeting or special general meeting; or
c) the power to remove a committee or officer of the Owners Corporation; or
d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or
e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or
f) a power delegated by instrument to the manager of the Owners Corporation; or
g) a power delegated by instrument to the secretary of the Owners Corporation; or
h) a power delegated by instrument to the grievance committee;

Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.

This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.

Chairperson The members resolved by Ordinary Resolution to appoint James Nardella as Chairperson in accordance with s98 (1) of the Owners Corporations Act 2006.

Secretary The members resolved by Ordinary Resolution to Delegate the Functions and Duties of the Owners Corporation Secretary to the Manager and to execute a Delegation of Authority in favour of the Manager upon request.

Public Officer The members resolved by Ordinary Resolution to appoint an employee of OCVM Group to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

INFORMATION ONLY

11. Penalty Interest:

The members resolved by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of $50.00 owed by a member to the Owners Corporation and where payment has not been received within Twenty Eight (28) days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983. The members noted that all interest collected is credited to the Owners Corporation bank account.

The members resolved by Ordinary Resolution to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

12. Recovery of Fees, Levies & Costs:

The members acknowledged that the Owners Corporation is empowered to initiate legal proceedings in VCAT to recover unpaid contributions which have been levied in accordance with the Owners Corporations Act 2006.

The members resolved by Ordinary Resolution to engage the Manager to implement the arrears process as outlined in the Notice of Meeting.

OCVM Group's Arrears Process:

- SMS (where we have been provided a mobile number) sent to all owners with arrears prior to 15th of each month.
- OCVM Group undertake an Arrears Run on the 15th of every month.
- If your arrears are >14 days overdue and more than $50.00 **– you will receive a Reminder Notice which is charged at $46.00**
- If the following month on the 15th your fees have not been paid, you are now 45 days overdue and **you will receive a Final Notice which is charged at $110.00.**

Please note: All arrears collection charges will be charged to the Owners Corporation, then recovered from the individual lot owner as a debt due to the Owners Corporation.

- If fees remain unpaid following issuance of a Final Notice, OCVM Group will seek instruction from the Chairperson to authorise legal proceedings to recover the debt.
- If you have entered into a formalised Payment Plan – you will not be pursued for outstanding Arrears.
- The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Chairperson of the Owners Corporation for a decision. The manager will share the information with the Chairperson in order to achieve a satisfactory outcome for the Owners Corporation.

NOTE: The Manager advised that Arrears charges are paid to OCVM Group to cover the service costs for processing Arrears on behalf of the Owners Corporation. This duty falls outside the duties of a manager as defined by the Owners Corporation Act 2006.

The members resolved by Ordinary Resolution to delegate to the Manager the authority to implement a payment plan on request of a lot owner where it considers it appropriate. The payment plan must not exceed an amount greater than $2,500.00 and must be no longer than 12 months in duration. Any payment plans which do not meet these criteria must be sent through to the Chairperson/Committee for formal approval.

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The members noted that any lot owner in a payment plan is considered non-financial for voting purposes and cannot nominate for or hold a position on Committee.

13. Essential service (fire safety):

The members resolved by Ordinary Resolution to meet their compulsory obligations to test and maintain fire and safety equipment in terms of the Owners Corporation Regulations 2018, and to the Australian Standard nominated on the Owners Corporation permit and occupancy certificate or the standards at the build date.

The mandatory annual certification known as the AESMR must be completed and signed on the anniversary of the Occupancy Permit. www.buildingcommission.com.au

The members resolved by Ordinary Resolution that a specialist Essential Services Company be appointed to act as the Agent for the Owners Corporation for the specific purpose of having authority to sign the annual fire compliance certificate (AESMR).

The last AESMR from Linkfire was dated 18/01/2024.

NOTE: All owners must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Stored items must be removed). If Fire Doors are installed they must be kept closed at all times.

14. Occupational Health & Safety

The members resolved not to undertake a formal OH&S audit. The members acknowledged that they are responsible and liable for reporting any OH&S hazards, breaches or incidents relating to the common property to the Manager immediately who will then consult with the appointed Chairperson/Committee for further action.

15. After Hours Trade Emergency Services

The members acknowledged that the after hours trade emergency contact is Tymaline Building Services contactable on 0418 362 023.

This service is for **Trade Related EMERGENCIES** only that fall outside of standard business hours**.** Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the lot owner for this service.

The minimum charges for triaging calls is $80 + GST and a minimum of $480 + GST in the event of attendance to a trade emergency.

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16. General Business:

a) **REMINDER // PRIVATE LOT MAINTENANCE**

We remind all owners regarding the maintenance of garden areas outside individual lots. These areas are classified as private property and are the responsibility of the lot owners to maintain.

The Owners Corporation does not oversee the upkeep of these areas. This responsibility also includes boundary fences, which are designated as private property according to the Plan of Subdivision.

For your reference, please see the relevant section of the Owners Corporation Act regarding the responsibilities of lot owners related to the care of private property, including gardens:

129 Care of lots A lot owner must –
(a) properly maintain in a state of good and serviceable repair any part of the lot that affects the outward appearance of the lot or the use or enjoyment of other lots or the common property; and
(b) maintain any service that serves that lot exclusively.

Please note that further action will be taken by the Owners Corporation if lot owners do not adhere to the Owners Corporation Act

17. Owners Portal: Owners can now have 24-hour access to building and lot information, reports, documents and more via an online Owners Portal. This service is offered to our valued clients at no additional cost. To gain access, simply notify your manager of your interest and a registration invitation will be issued to you.

18. Closure: The Chairperson of the meeting thanked the members present and declared the meeting closed at 11:36pm.

INFORMATION ONLY

ROSCON

ROSCON GROUP OF COMPANIES

Materials Assessment Report

152 Tyler Street, Preston VIC, 3072
Plan of Subdivision: PS 636034L

- ✓ 30+ years' experience in reporting services
- ✓ Our quality reports make Roscon the number #1 choice
- ✓ We conduct onsite audits including photos, not desktop audits
- ✓ ISO 9001 Accredited Systems & Procedures
- ✓ Member - MBAV Platinum Master Builder (5630)
- ✓ Member - Strata Community Australia
- ✓ Member - Australian Institute of Project Management
- ✓ Member - The Real Estate Institute of Australia

INFORMATION ONLY

Roscon Property Services

Roscon Property Services is the first property services provider to introduce central streamlined systems and quality controlled reporting services accredited by International Certifications (ISO 9001), dedicated to support the property industry.

Since 1987 we have evolved from our history of developing and constructing prestigious residential and high profile commercial / industrial landmark projects. We have extended our service capabilities through our extensive construction, strata management and professional property services experience gained over 30 years, and filled the void between three property industries.

Built on solid foundations our clients rest assured in the comfort of knowing they are supported by Registered Building Practitioners, qualified professionals, fully insured and committed in protecting their responsibility to valued clients.

Mission Statement

"It is the policy of Roscon Property Services to deliver services to its clients in the most efficient and timely manner while respecting legal and statutory requirements. Roscon Property Services operates under ISO 9001-2000 in the completion of its services. All staff and sub-contractors are expected to work according to our policies and procedures. The system employed by Roscon Property Services is reviewed annually in order to ensure its consistency".

Instructed by

Name	Manish Teji
Company	OCVM – OCV Management Pty Ltd
Address	PO Box 302, Carlton South, VIC 3053

Instructed and Compiled by

Action	Name	Date
Inspected By	Parham Shahbazi & Floyd Paul	22/11/2022
Prepared By	Parham Shahbazi	25/11/2022
Reviewed By	Chris Cabrera	25/11/2022
Approved By	Paul Cummaudo	25/11/2022
On Behalf Of	Roscon Property Services	

INFORMATION ONLY

ROSCON
ROSCON GROUP OF COMPANIES

25 November 2022

Dear Manish,

Thank you for using Roscon Property Services Pty Ltd for your Materials Assessment Report. I have attached a copy of the report that has been compiled by our experienced team.

Should you require further assistance or need clarification of anything that is contained within the report then please do not hesitate to contact us.

The attached report includes the following:

Part 1	Executive Summary
Part 2	Background
Part 3	Cladding Material Requirements
Part 4	Assessment Overview
Part 5	Material Assessment
Part 6	Limitation
Part 7	Rooftop Construction
Part 8	Property Photos
Part 9	Appendix
Part 10	Terms and Conditions

The team at Roscon Property Services are available to assist you with any concern that may eventuate. Thank you for your continued business.

Yours Sincerely
Roscon Property Services Pty Ltd

Paul Cummaudo
Director
Vic, Registered Building Practitioner VBA - DB-U 13329, CB-U 4272
NSW, Builders Contractor Licence 294038C
Qld, Builder Open - No: 15116625
CRE, Licensed Estate Agent
Member AREI, REIV, MBAV, AIPM, SCA

INFORMATION ONLY

Part 1: Executive Summary

The following data has been filled based on the site inspection (which may include onsite material testing) and review of the relevant documentation.

Property Address		152 Tyler Street, Preston VIC 3072			
Predominant BCA Class		Class 1a (Townhouse) / Class 10a (Garage)/ Class 2 (residential)			
Number of Floors (above Ground)		2 Floors			
Type of Construction		☐ A	☒ B	☐ C	☒ N/A
Type of Roof Construction		Concrete ☐	Metal Sheeting ☐	Single Ply membrane ☐	Tiles ☒
Sprinklers	**Ground Level**	☐ Yes		☒ No	
	Balconies	☐ Yes		☒ No	
	Common Area	☐ Yes		☒ No	
Aluminium Composite Panels (ACP)					
ACP Coverage – m² and %	☐	0 m²		0 %	
ACP Core Material Colour		☐ Black	☐ Light Grey	☐ White	☐ Other
ACP Type		☐ Polyethylene		☐ Fire Retardant	
ACP Specific Location		☐ Balconies	☐ Ground Level	☐ Exit Path	
ACP Configuration		☐ External Wall	☐ Attachment	☐ Both	
ACP Fixing Method		☐ Mechanical		☐ Other / Unclear	
Expanded Polystyrene (EPS)					
EPS Coverage – m² and %	☑	154.5 m²		22.3 %	
EPS Specific Location		☒ Balconies	☐ Ground Level	☐ Exit Path	
EPS Configuration		☒ External Wall	☐ Attachment	☐ Both	
EPS Fixing Method		☒ Mechanical		☐ Other / Unclear	

PLEASE NOTE: EPS was only found on Unit 6 and Unit 7. The external walls of the other units were made from non-combustible construction.

INFORMATION ONLY

The following table has been filled based on the documents provided.

Building Permit	☒ Yes	**Date of Issue:**	19/04/2010		
	☐ Not Provided	**Building Permit Number:**	20459/10/0737		
Builder Details	☒ Yes	**Company:**	Gravina Construction		
		Address:	1/5 Railway Road, Epping VIC 3076		
	☐ Not Provided	**Phone:**	N/A		
Occupancy Permit	☒ Yes	**Date:**	08/12/2010		
	☐ Not Provided	**Permit Number:**	20459/10/0737		
Fire Engineering Report	☐ Yes (attached)	**Date:**			
	☒ Not Provided	**Report Number:**			
Metropolitan Fire Bridge (MFB) 1	☐ Yes (attached)	**Date:**			
	☒ Not Provided	**Number:**			
Drawings	☒ Yes (attached)	**Drawing Type:**	☒ Architectural	☐ Structural	☒ Elevation
	☐ Not Provided				
Plan of Subdivision	☒ Yes (attached	**Date:**	N/A		
	☐ Not Provided	**POS Number:**	PS 636034L		

Assessment Details	
Time of Assessment:	9:30 am
Weather Conditions:	Fine
NOTES: 1* Report of the chief officer pursuant to Regulation 309 of the Building Regulation.	1. Conditions at the site may have changed or further information/damages become apparent subsequent to Roscon Property Services attendance at the site. Roscon Property Services reserves the right to re-inspect the site and amend this Report accordingly. 2. The view's expressed in this report are Roscon Property Services professional opinion only, at the time of this report's creation and based upon the information and documentation available to us at the time of drafting the report. 3. Any revisions or additional information to be added in this report upon receiving any further documentation or information will incur additional fees.

INFORMATION ONLY

4. The assessments and outcomes contained within this report may not satisfy future changes in legislation, regulation, guidance, or industry practice and may not satisfy the expectations of all relevant stakeholders.

5. This report has been prepared solely for the engaging party, who alone may rely on this report, and who may rely on it only (i) in connection with the specific building to which it relates and (ii) subject to the limitations set out above and elsewhere in this document.

6. This report generally looks at cladding elements deemed combustible by the VBA, specifically Aluminium Composite Panelling (ACP) and Expanded Polystyrene (EPS). This report does not consider other combustible elements of the building specifically the external wall makeup including the framing, sarking, insulation and other fire rated linings as required by the National Construction Code.

7. Roscon Property Services recommends that the Owner/Owners Corporation manager engage their strata/building's insurer as the external wall materials/attachments may impact the building's cover if a claim was to be made after a fire event. (as applicable)

INFORMATION ONLY

Part 2: Background

2.1 Report Scope

Roscon Property Services have been engaged by Manish Teji on behalf of the Owners Corporation, to prepare a Materials Assessment Report of the property located at 152 Tyler Street, Preston VIC 3072.

The report comprises a site inspection and review of documentation to determine different types of materials used on the façade of the building.

2.2 Site Address

152 Tyler Street, Preston VIC 3072

Figure 1: Aerial View of Site

2.3 Brief Building Characteristics

- The site comprises a mixture of units, including
  - Three BCA Class 1a Units with garages (BCA Class 10a)
  - Four BCA Class 2 Units.
- The type of construction has not been confirmed as a Fire Engineering Report (FER) was not provided, however, Type B Construction is based on the use and height of the properties.
- No fire sprinkler systems are available at the property.
- Expanded Polystyrene (EPS) cladding identified on site installed to form part of the external walls of Unit 6 and Unit 7 only. The majority of building's exterior cladding was constructed from brickwork and EPS.

INFORMATION ONLY

Part 3: Cladding Material Requirements

3.1 Class 2 Buildings

For Class 2 Buildings of Type A and Type B construction, in order for façade panels to comply with the Building Code of Australia (BCA, or now known as the National Construction Code (NCC)), the product must either meet the Deemed-to-Satisfy *(DtS)* Provisions of the NCC or be subject to an Alternative Solution. An Alternative Solution must have been made prior to Building Permit which needs to be approved by the relevant Building Surveyor.

3.1.1 Wall Forming Part of the Structure

The term 'external wall' is defined in the NCC Volume One as ''an outer wall of a building which is not a common wall'. A 'common wall' is defined in NCC Volume One as 'a wall that is common to adjoining buildings'. A building element is considered to be part of an external wall if it is integral (i.e. is not ancillary) to the construction of the wall. For example, the following elements are considered to be part of an external wall:

- Facade covering (e.g. external cladding)
- Framing
- Insulation
- Sarking
- Spandrels
- Internal lining (e.g. plasterboard) of an external wall.

NCC Volume One Section C Specification C1.1, Clause 4.1(b). This states:

"In a building required to be of Type B construction-

a) ...
b) the external walls, common walls and the flooring and floor framing in any lift pt, must be non-combustible."

Also;

NCC Volume One Section C Specification C1.1, Clause 4.3 Concession. This states:

*a) A Class 2 building having a rise in storeys of not more than 2 need not comply with **Clause 4.1(b)**, **(e)**, **(f)** and **(h)** of Specification C1.1 if it is constructed using—*

(i) timber framing throughout; or

(ii) non-combustible material throughout; or
*(iii) a combination of **(i)** and **(ii)**, provided—*
*(iv) *****

(v) any insulation installed in the cavity of a wall required to have an FRL is non-combustible; and

*(vi) the building is fitted with an automatic smoke alarm system complying with **Specification E2.2a**.*

3.1.2 Combustibility

Clause A1.1 Definitions of the NCC defines 'combustible' as:

(a) applied to a material–combustible as determined by AS 1530.1; and
(b) applied to construction or part of a building — constructed wholly or in part of combustible materials.

The VBA has produced a fact sheet with regard to Expanded Polystyrene **(Appendix A)** which states the following:

*"**Expanded polystyrene is a type of cladding that is combustible** and increases the likelihood of fire spreading more quickly. It may shrink, melt or ignite when exposed to elevated temperatures."*

INFORMATION ONLY

Part 4: Assessment Overview

As discussed in Section 3 of this report, the installed EPS **may not/may** meet the Deemed-to-Satisfy provisions of the NCC Volume 1.

The following documentation was provided at the time of compiling the report:

- Plan of Subdivision
- Occupancy Permit
- Building Permit
- Architectural plans (Appendix B)

As noted in previous section (Part 3), the use of Expanded Polystyrene (EPS) may be permitted based on the criteria listed in Specification C1.1, Clause 4.3 of the NCC. However, Roscon was not unable to confirm these items due to inspection limitation discussed in Part 6 of this report and is also out of scope for the purposes of this Material Assessment Report. Hence, further investigation is required by suitable contractor to confirm that all criteria stated in Specification C1.1, Clause 4.3 is satisfied.

Based on this, it is our expert opinion that the installed combustible cladding may be compliant with the relevant Building code/NCC and Building Regulations based on the discussion above.

If it is found that the criteria listed in Specification C1.1, Clause 4.3 has not been met, then the installed combustible cladding is considered non-compliant under the DtS provisions of the NCC.

Further works with regards to non-compliant cladding can be conducted through the following means:

1) 'Cladding Fire Risk Assessment Report' on the building which provides recommendations for removal or retainment, as well as determine if the building is a low, medium or high fire risk.
2) This will compile all necessary information that will enable to develop a Scope for replacement works at a later stage.
3) This information can then be supplied to VBA, Local Council or CSV (Cladding Safe Victoria) for further assessment by the relevant authorities.
4) Owners corporation can tender – 2 to 3 Quotes from various builders.
5) and then project manage entire works depending on outcome of CSV.
6) All occupants and owners re to be made aware of risk of having combustible cladding.
7) Few sections of cladding, insulation and sarking can be tested in a NATA lab for further analysis of building fabric if required.
8) All Essential Safety Measures onsite are to be maintained to the relevant nominated levels on the Occupancy Permit.

INFORMATION ONLY

Part 5: Material Assessment

5.1. The façade of the property consists of a number of different materials including brickwork/concrete, openings/doors/windows, cement sheet, expanded polystyrene (EPS) and Louvred Panel in varying amounts on each façade. Please note EPS installed only in external facade of Units 6 and 7.

5.2. Approximate coverage of each material is outlined below. The estimation was completed using an elevation drawing (Approved working drawing dated 03/05/2010 by Architectural Plans & Permits) provided by OC. The estimation did not include concealed locations unable to be identified at the inspection time and any material wastage documented at the construction stage.

Table 1: Total Approximate Material Quantities

Material	Quantity (sqm)	Percentage (%)	Colour
Brickwork/Concrete	397.7	57.4%	
Expanded Polystyrene (EPS) – Only Unit 6 & 7	154.5	22.3%	
Cement Sheet	8.1	1.2%	
Windows/Openings/Doors	93.1	13.4%	
Louvred Panels	39.6	5.7%	

5.3. The expanded polystyrene (EPS) was noted to have been installed to form part of the external walls throughout units 6 and 7 above the ground level. The EPS was rendered in a cream colour finish as shown in Figures 2-7.

Figure 2&3: Townhouse 6 – Level 2 external walls constructed from EPS

INFORMATION ONLY

Figure 4&5: Unit 7 – Level 2 external walls constructed from EPS

Figure 6&7: EPS Cladding

5.4. Cement sheet cladding was noted to be installed above the main entrance of all units as shown in Figures 8&9.

Figure 8&9: Cement sheet cladding

INFORMATION ONLY

5.5. Louvred metal cladding also noted to be installed on balconies as shown in Figures 10&11.

Figure 10&11: Louvered Metal Panels.

5.6. The majority of the units' external cladding is constructed brickwork as shown in Figures 12&13. Please note the level 1 floors of the double story units are constructed from the concrete slab as shown in Figure 13 below

Figure 12&13: Brickwork and Concrete slab.

5.7. The following sections *(over page)* provide the percentage breakdown of the material quantities on each elevation.

5.8. Part 8 of this report contains the elevation views with their installed materials.

INFORMATION ONLY

5A. North Elevation

Figure 14: Marked Up North Elevation Drawing

Figure 15: Marked up North Elevation - Units 1&6

INFORMATION ONLY

Figure 16: Marked up North Elevation - Units 5&7

Table 2: North Facade Material Quantities

Material	Quantity (sqm)	Percentage (%)	Colour
Brickwork/Concrete	64.9	48.2%	
Expanded Polystyrene (EPS) - Only Unit 6 & 7	15	11.1%	
Cement Sheet	0	0%	
Windows/Openings/Doors	31.8	23.6%	
Louvred Panels	23	17.1%	

INFORMATION ONLY

5B. East Elevation

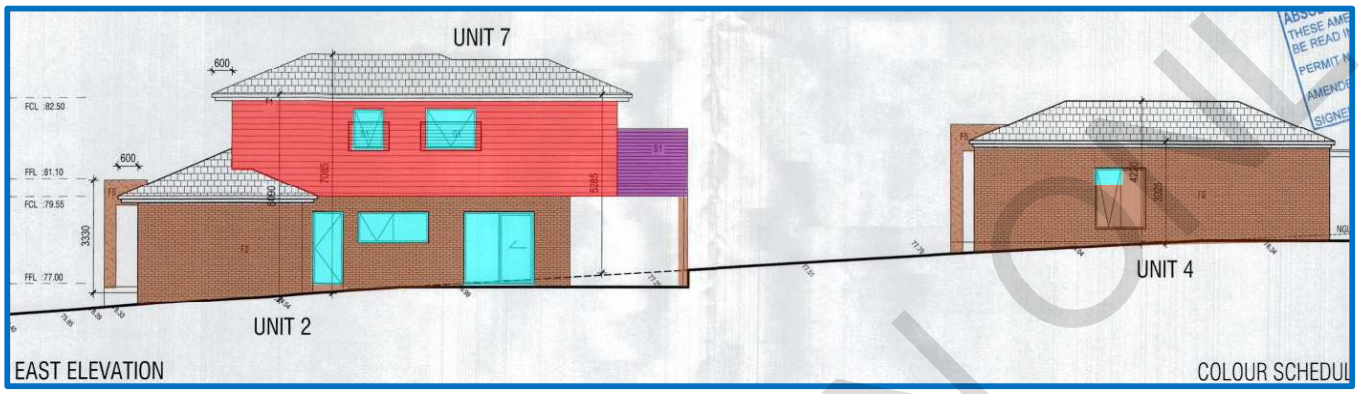

Figure 17: Marked Up East Elevation Drawing

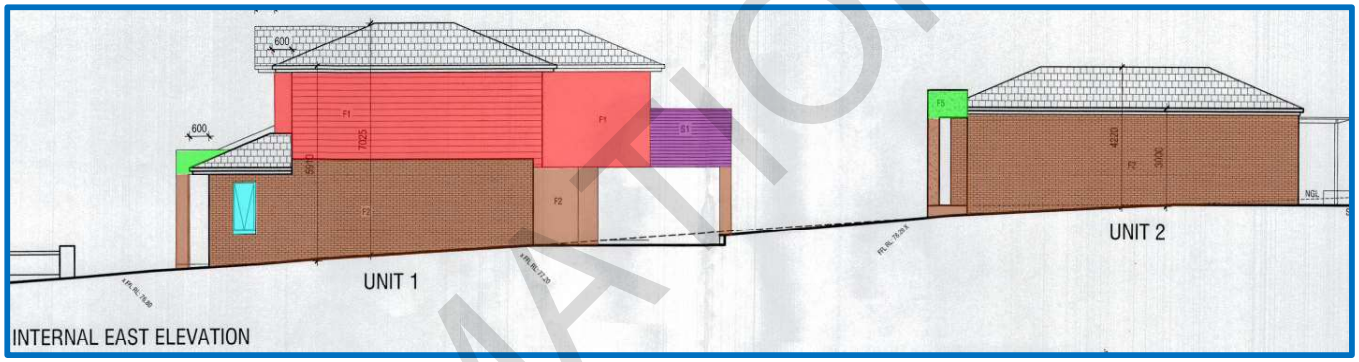

Figure 18: Marked Up East Elevation Drawing

Table 3: East Facade Material Quantities

Material	Quantity (sqm)	Percentage (%)	Colour
Brickwork/Concrete	141.8	62.9%	
Expanded Polystyrene (EPS) - Only Unit 6 & 7	60.3	26.7%	
Cement Sheet	2	0.9%	
Windows/Openings/Doors	12.8	5.7%	
Louvred Panels	8.6	3.8%	

INFORMATION ONLY

5C. South Elevation

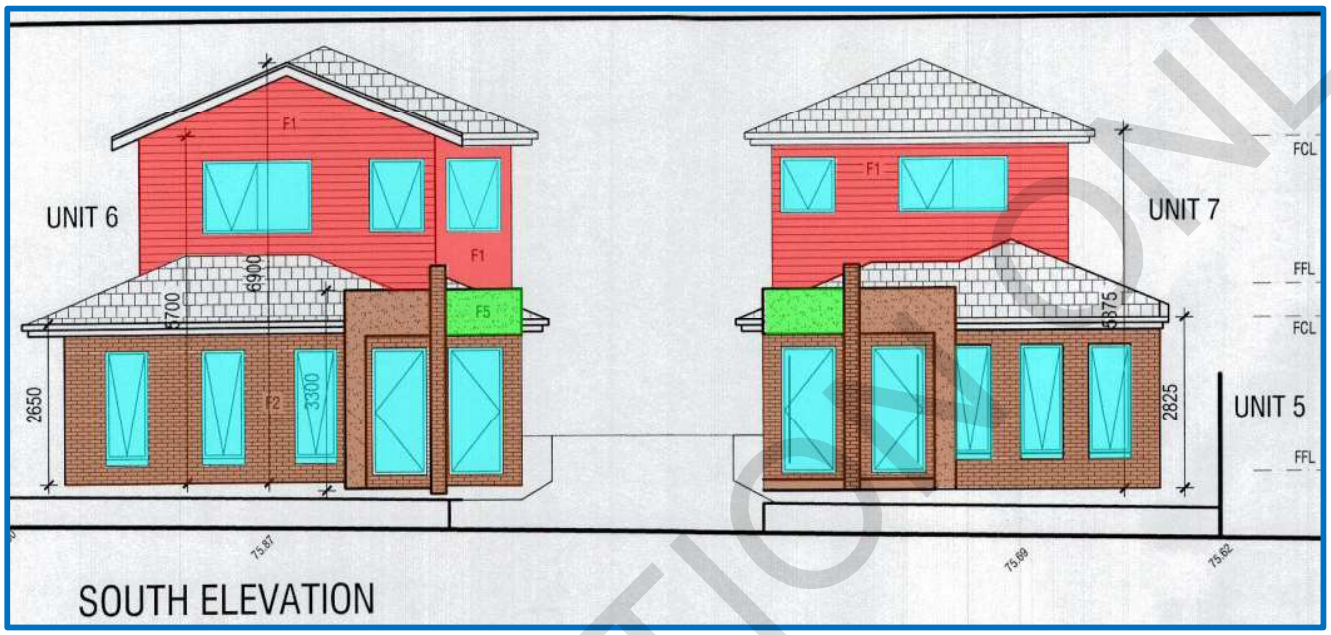

Figure 19: Marked Up South Elevation Drawing

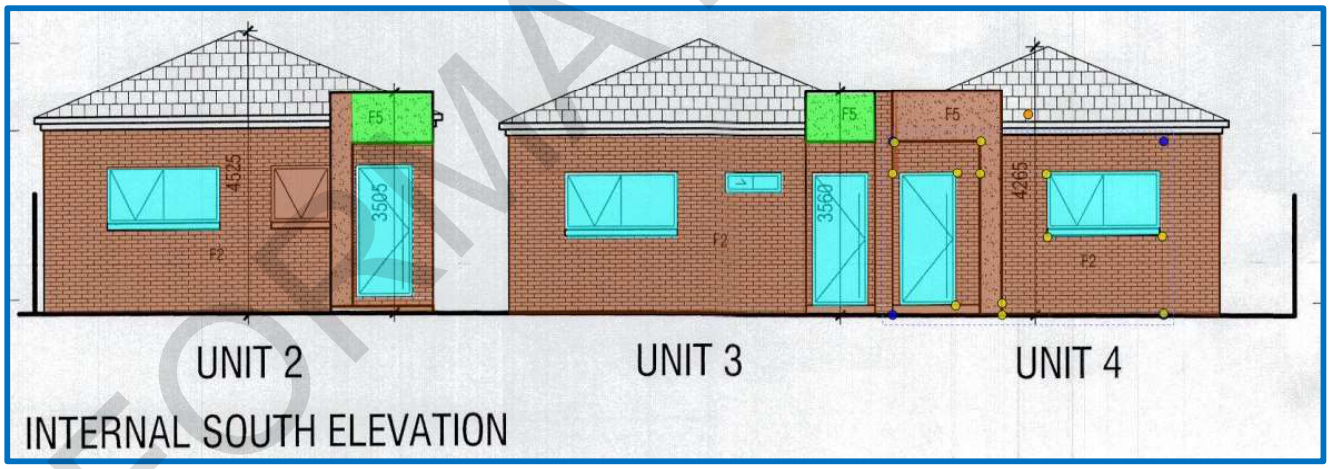

Figure 20: Marked Up South Elevation Drawing

INFORMATION ONLY

Table 4: South Facade Material Quantities

Material	Quantity (sqm)	Percentage (%)	Colour
Brickwork/Concrete	69.9	53.6%	
Expanded Polystyrene (EPS) - Only Unit 6 & 7	22.9	17.6%	
Cement Sheet	4.1	3.1%	
Windows/Openings/Doors	33.5	25.7%	
Louvred Panels	0	0%	

INFORMATION ONLY

5D. West Elevation

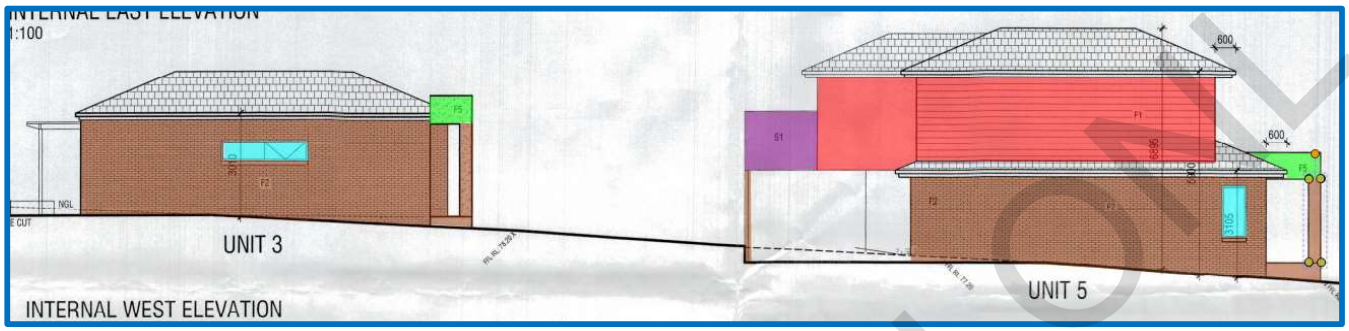

Figure 21: Marked Up West Elevation Drawing

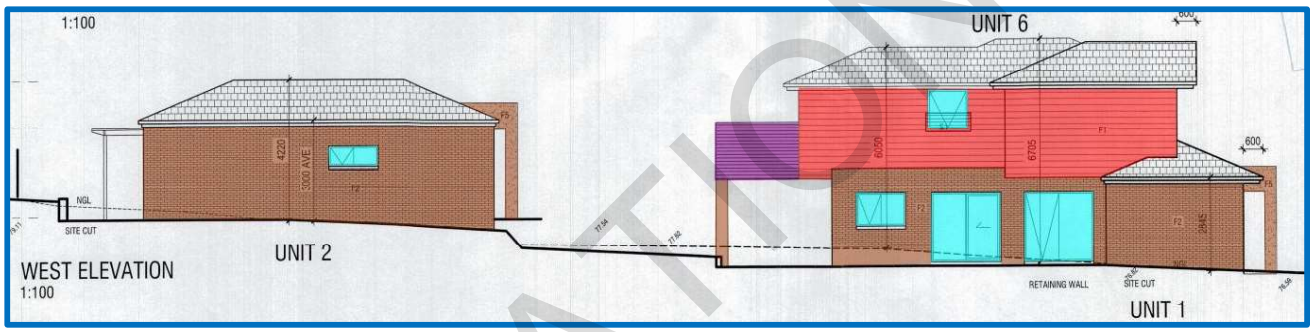

Figure 22: Marked Up West Elevation Drawing

Table 5: West Facade Material Quantities

Material	Quantity (sqm)	Percentage (%)	Colour
Brickwork/Concrete	121.1	59.8%	
Expanded Polystyrene (EPS) - Only Unit 6 & 7	56.3	27.8%	
Cement Sheet	2	1%	
Windows/Openings/Doors	15	7.4%	
Louvred Panels	8	4%	

INFORMATION ONLY

Part 6: Limitation

- Roscon only had access to the Unit 1 at the time of the inspection.
- Roscon had no access to the Northern elevation of Units 2 and 3 and Western elevation of units 2,3&4.
- No North elevation plans found in the provided drawings for Units 1,5,6 and 7. (Refer to Appendix B for more information).
- Please note the architectural plan provided was not a true reflection of the as built condition of the existing structure and some variations were noted at the time of the inspection. Figures 23 and 24 show the variation in location of the windows of Unit 3. Also note the Unit numbers are specified incorrect for units 5 and 2 as shows in Figure 25 and 26.
- The construction of the external wall (insulation type, frame construction, etc) was not inspected as this is considered out of scope for a materials assessment.

Figure 23&24: The variation in number of windows in Southern elevation of Unit 2.

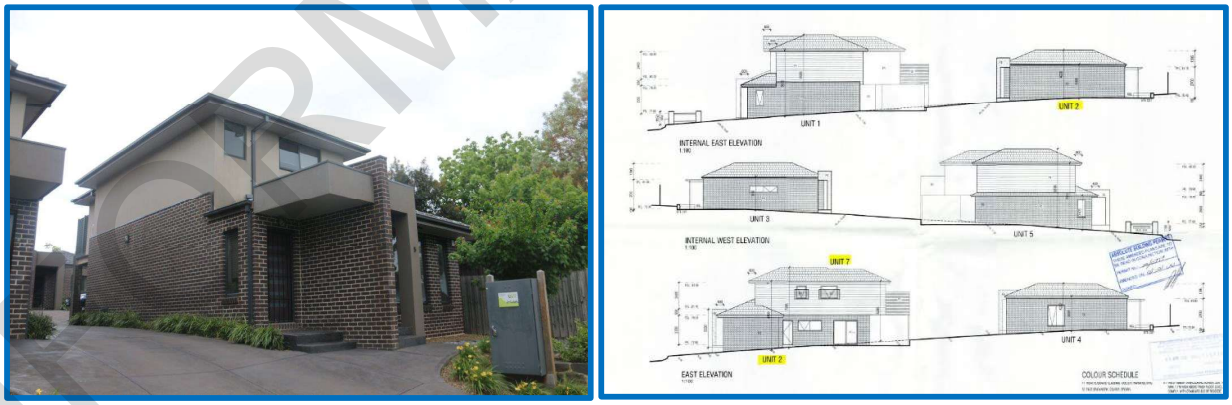

Figure 25&26. Not correct units number

INFORMATION ONLY

Part 7: Roof Type Construction

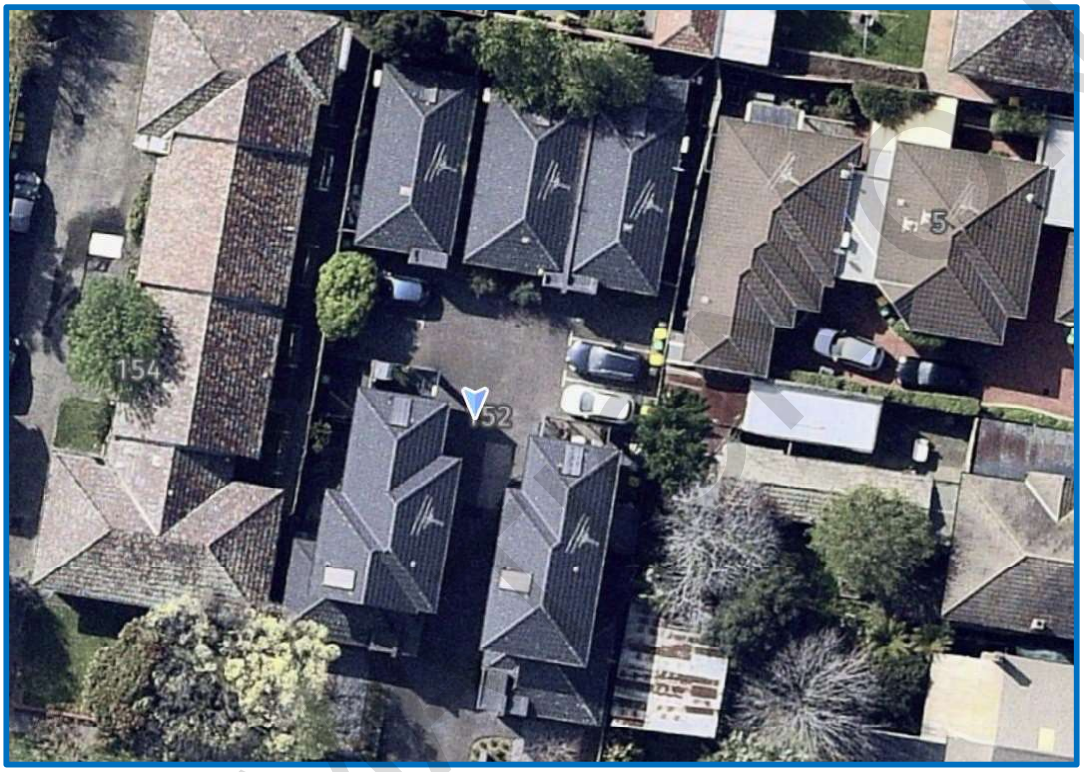

Figure 27: Roof top Areas

Table 6. Roof material quantities.

Roof type	Quantity (sqm)	Percentage (%)
Tiles	400	100%

INFORMATION ONLY

Part 8: Property Photos

The photos of each façade of the property are shown below.

Figure 28: North Elevation – Unit 4

Figure 29: North Elevation – Ground level

INFORMATION ONLY

Figure 30: East Elevation – Units 5&7

Figure 31: East Elevation – Unit 4

INFORMATION ONLY

Figure 32: South Elevation – Units 1,5,6 and 7.

Figure 33: South Elevation – Units 3&4

INFORMATIONAL ONLY

Figure 34: West Elevation – Units 1 and 6.

Figure 35: West Elevation – Units 5 and 7.

INFORMATIONAL ONLY

Part 9: Appendix

Appendix A: Victorian Building Authority (VBA) notice on Expanded Polystyrene (EPS)

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INFORMATION ONLY

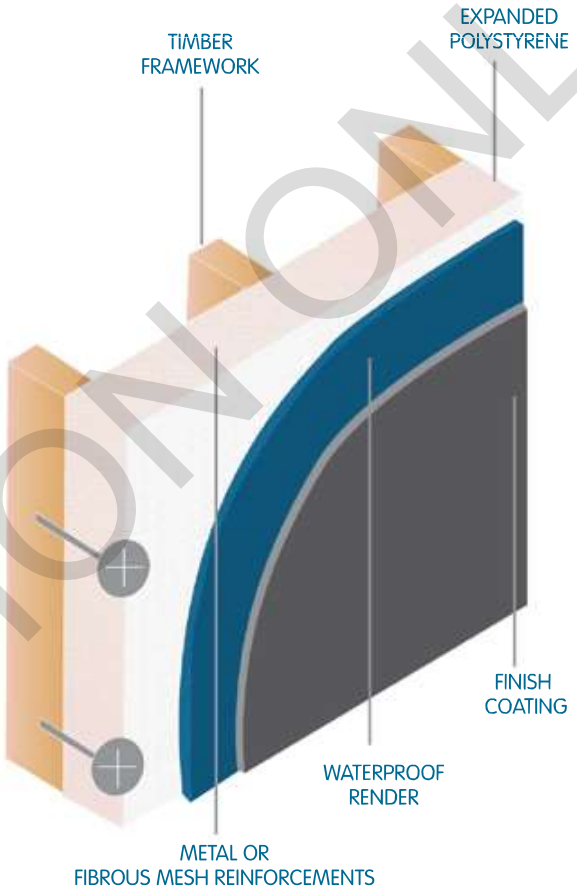
Expanded polystyrene

VICTORIAN BUILDING AUTHORITY

Expanded polystyrene is a type of cladding that is combustible and increases the likelihood of fire spreading more quickly.

It may shrink, melt or ignite when exposed to elevated temperatures.

Expanded polystyrene has been used widely in the building industry in Victoria over the past 20 years because of its low cost, light weight and insulating properties.



When used on a building, it is typically covered with render and looks like rendered concrete.

If you tap a rendered surface on a building and hear a hollow sound, it may indicate a lightweight building material is covered by the render.

This may be **expanded polystyrene**; however, it may also be a suitable product, such as fibre cement sheets.

INFORMATION ONLY

Key characteristics of **expanded polystyrene** include its ease of installation and thermal-insulating properties.

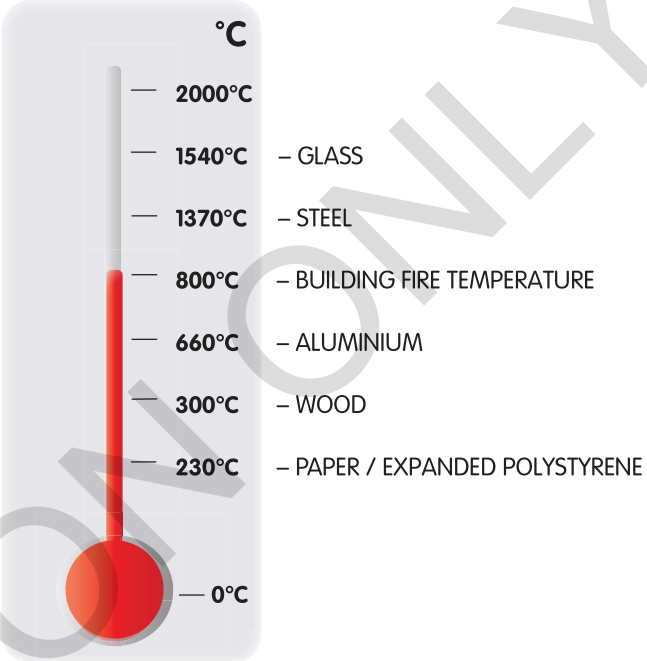
Polystyrene is also a thermoplastic and has a very poor reaction to fire.

When it burns, a kilogram of polystyrene will release more energy than a litre of petrol.

Chemical fire retardants may be added to expanded polystyrene, but these do not prevent combustion from large fire sources.

Furthermore, these retardants may leach over time.

MELTING AND IGNITION POINTS



Generally, **expanded polystyrene** cannot be used as external wall cladding on apartment buildings without independent approval from the Building Appeals Board.

The non-compliant use of expanded polystyrene as external wall cladding presents an increased risk of fire spread, particularly in multi-storey buildings.

The National Construction Code allows the use of expanded polystyrene on townhouses and houses (class 1 buildings).

Expanded polystyrene

- High risk of rapid fire spread.
- Typically, not considered safe for use on multi-storey buildings.
- Increased usage over the past 20 years.
- Covered in render, and looks like rendered concrete.
- Usually white, but could be available in a variety of colours.

INFORMATION ONLY

Appendix B: Architectural Plans

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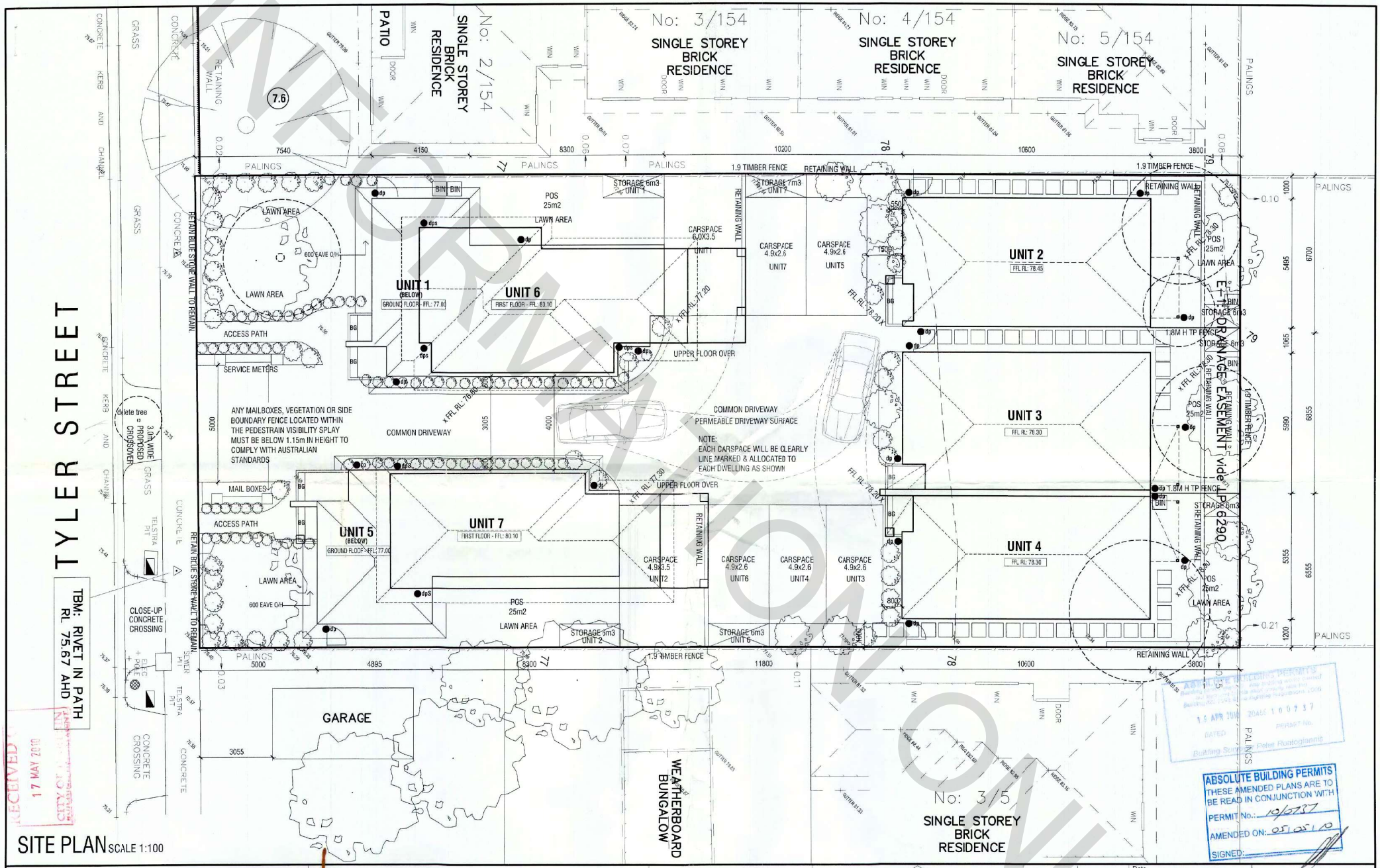
INFORMATION ONLY



SITE PLAN SCALE 1:100

Project	MULTI UNIT DEVELOPMENT
At	152 TYLER STREET PRESTON
For	GRAVINA CONSTRUCTIONS

LEGEND

dp	DOWN PIPE	A.J.	ARTICULATION JOINTS
dpS	DOWN PIPE & SPREADER	FB.	TIMBER FLOOR BOARDS
FW	FLOOR WASTE	TILE	SELECTED TILE FLOORING
X	EXHAUST FAN TO EXTERNAL AIR 10m/ H²	CP.	SELECTED CARPET FLOOR COVERING
T.F.			SELECTED TIMBER STUD FRAMING
S.A.	SMOKE ALARM		BRICKWORK

*DO NOT SCALE THIS DRAWING
*FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE. BUILDERS DIMENSIONS ON SITE PRIOR TO COMMENCMENT OF WORKS

NOTE:
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Sheet No. A1

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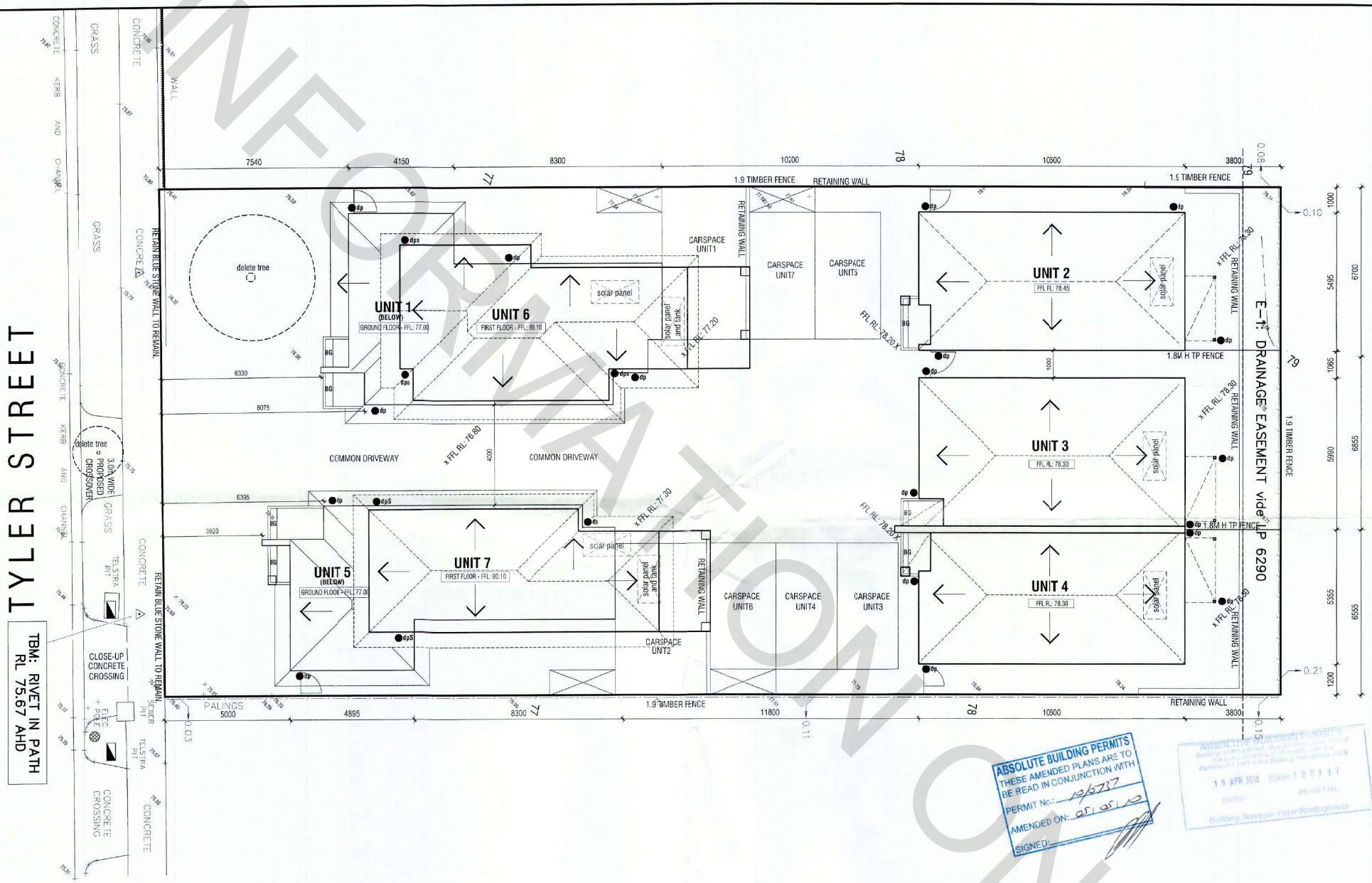

ABSOLUTE BUILDING PERMITS
THESE AMENDED PLANS ARE TO BE READ IN CONJUNCTION WITH PERMIT No.: 19/5737
AMENDED ON: 07/05/10
SIGNED:

ABSOLUTE BUILDING PERMITS
Building Control Regulations 2006
Building Act 1993 & the Building Regulations 2006
19 APR 2010 20490 100937
DATED: PERMIT No.:
Building Surveyor Peter Rontegiannis

ROOF & SET-OUT PLAN

SCALE 1:100

Project	MULTI UNIT DEVELOPMENT
At	152 TYLER STREET PRESTON
For	GRAVINA CONSTRUCTIONS

LEGEND

dp	DOWN PIPE	A.J.	ARTICULATION JOINTS
dpS	DOWN PIPE & SPREADER	FB.	TIMBER FLOOR BOARDS
FW	FLOOR WASTE	TILE	SELECTED TILE FLOORING
E.F.	EXHAUST FAN TO EXTERNAL AIR 10ℓ / H²	CP.	SELECTED CARPET FLOOR COVERING
S.A.	SMOKE ALARM		SELECTED TIMBER STUD FRAMING
			BRICKWORK

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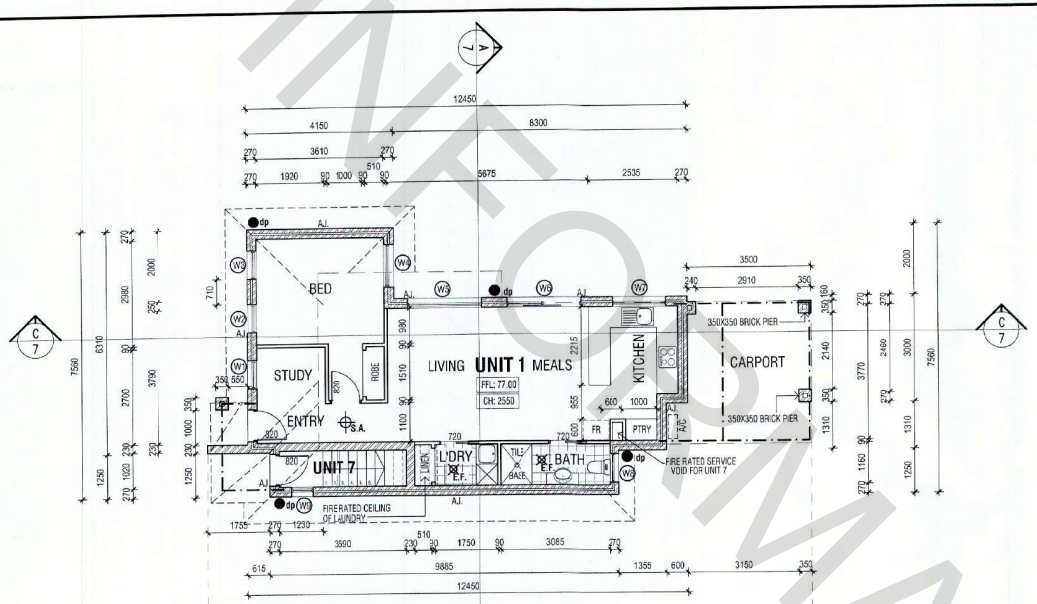

UNIT 1 - FLOOR PLAN

(BELOW UNIT 6)
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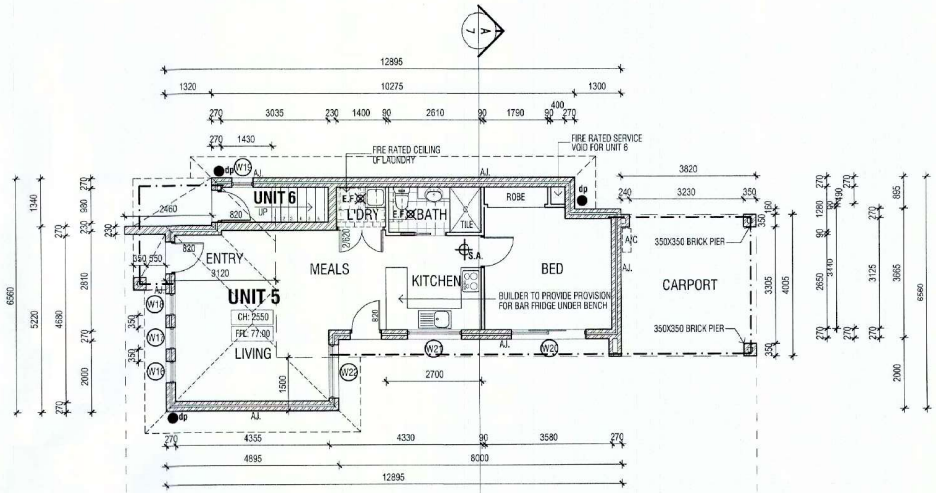
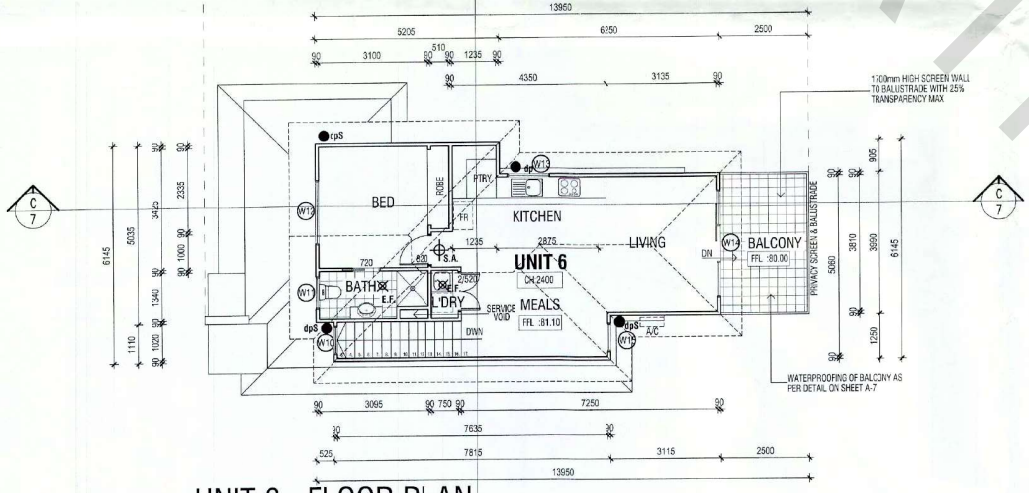


UNIT 5 - FLOOR PLAN

(BELOW UNIT 7)
SCALE 1:100

ABSOLUTE BUILDING PERMITS
Building Permit granted under Building Act 1993 and Building Regulations 1995
Building Permit No. 1003 2 Pre Building Requirements 1995
19 APR 2010 2010/ 10 0737
DATED PERMIT No.
Building Surveyor Peter Rontogiannis



UNIT 6 - FLOOR PLAN

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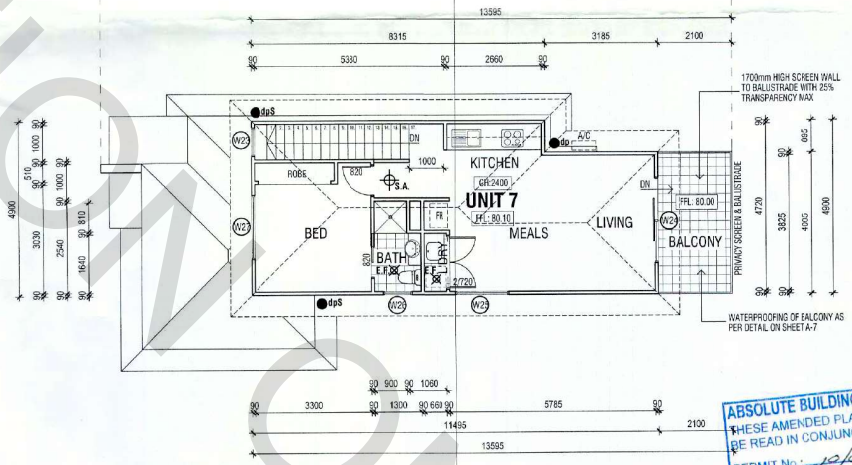

UNIT 7 - FLOOR PLAN

(ABOVE UNIT 5)
SCALE 1:100

ABSOLUTE BUILDING PERMITS
THESE AMENDED PLANS ARE TO BE READ IN CONJUNCTION WITH
PERMIT No.: 10/0737
AMENDED ON: 05/05/10
SIGNED:

FLOOR PLANS

SCALE 1:100

Project	MULTI UNIT DEVELOPMENT
At	152 TYLER STREET PRESTON
For	GRAVINA CONSTRUCTIONS

LEGEND

dp	DOWN PIPE	A.J.	ARTICULATION JOINTS
dpS	DOWN PIPE & SPREADER	FB.	TIMBER FLOOR BOARDS
FW	FLOOR WASTE	TILE	SELECTED TILE FLOORING
E.F.	EXHAUST FAN TO EXTERNAL AIR 10m / H²	CP.	SELECTED CARPET FLOOR COVERING
S.A.	SMOKE ALARM		SELECTED TIMBER STUD FRAMING
			BRICKWORK

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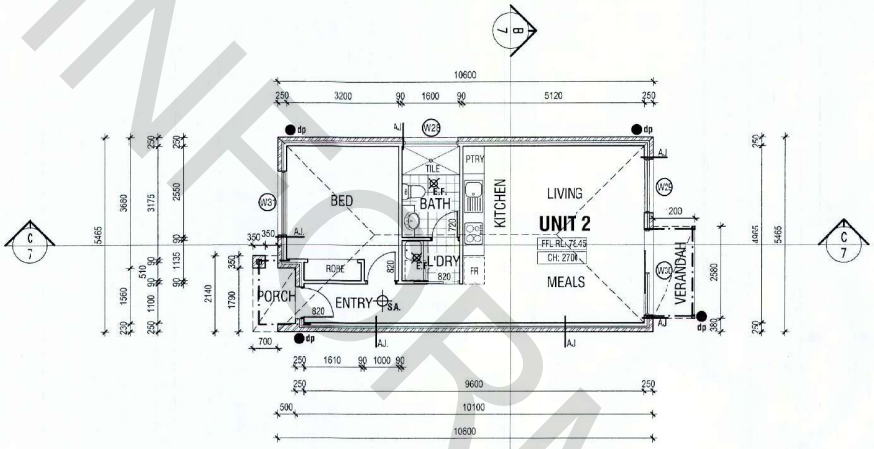

UNIT 2 - FLOOR PLAN

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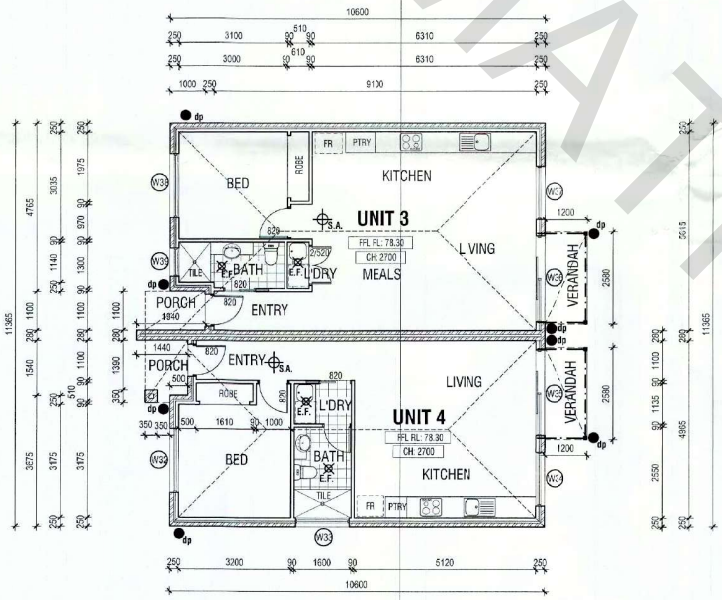

UNIT 3&4 - FLOOR PLAN

SCALE 1:100

REF	SIZE (HxW)	DESCRIPTION
UNIT 1		
W1	1800x800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W2	1800x800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W3	1800x800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W4	1800x1200	SELECTED BLACK ALUMINUM FRAMED WINDOW
W5	2100x2100	SELECTED BLACK ALUMINUM FRAMED WINDOW
W6	2100x2100	SELECTED BLACK ALUMINUM FRAMED SLIDING DOOR
W7	1000x1500	SELECTED BLACK ALUMINUM FRAMED WINDOW
W8	1000x800	SELECTED BLACK ALUMINUM FRAMED OBSCURE WINDOW
UNIT 6		
W9	1500x600	SELECTED BLACK ALUMINUM FRAMED WINDOW
W10	1200x800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W11	1200x800	SELECTED BLACK ALUMINUM FRAMED OBSCURE WINDOW
W12	1200x1800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W13	1200x1200	SELECTED BLACK ALUMINUM FRAMED WINDOW WITH PRIVACY SCREEN
W14	2100x3000	SELECTED BLACK ALUMINUM FRAMED SLIDING DOOR
W15	1500x800	SELECTED BLACK ALUMINUM FRAMED WINDOW WITH PRIVACY SCREEN
UNIT 5		
W16	1800x600	SELECTED BLACK ALUMINUM FRAMED WINDOW
W17	1800x600	SELECTED BLACK ALUMINUM FRAMED WINDOW
W18	1800x600	SELECTED BLACK ALUMINUM FRAMED WINDOW
W19	1500x600	SELECTED BLACK ALUMINUM FRAMED WINDOW
W20	2100x2100	SELECTED BLACK ALUMINUM FRAMED SLIDING DOOR
W21	1000x1500	SELECTED BLACK ALUMINUM FRAMED WINDOW
W22	1800x1500	SELECTED BLACK ALUMINUM FRAMED WINDOW
UNIT 7		
W23	1000x800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W24	2100x2400	SELECTED BLACK ALUMINUM FRAMED SLIDING DOOR
W25	1200x1500	SELECTED BLACK ALUMINUM FRAMED WINDOW WITH PRIVACY SCREEN
W26	1200x800	SELECTED BLACK ALUMINUM FRAMED WINDOW WITH PRIVACY SCREEN
W27	1000x1800	SELECTED BLACK ALUMINUM FRAMED WINDOW
UNIT 5		
W28	600x1500	SELECTED BLACK ALUMINUM FRAMED OBSCURE HIGH-LITE WINDOW
W29	1000x1500	SELECTED BLACK ALUMINUM FRAMED WINDOW
W30	2100x2400	SELECTED BLACK ALUMINUM FRAMED SLIDING DOOR
W31	1000x1800	SELECTED BLACK ALUMINUM FRAMED WINDOW
UNIT 4		
W32	1000x1800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W33	600x1500	SELECTED BLACK ALUMINUM FRAMED OBSCURE HIGH-LITE WINDOW
W34	1000x1500	SELECTED BLACK ALUMINUM FRAMED WINDOW
W35	2100x2400	SELECTED BLACK ALUMINUM FRAMED SLIDING DOOR
UNIT 3		
W36	2100x2400	SELECTED BLACK ALUMINUM FRAMED SLIDING DOOR
W37	1000x1500	SELECTED BLACK ALUMINUM FRAMED WINDOW
W38	1000x1800	SELECTED BLACK ALUMINUM FRAMED WINDOW
W39	600x800	SELECTED BLACK ALUMINUM FRAMED OBSCURE HIGH-LITE WINDOW

NOTE:
WINDOW MEASUREMENTS INDICATED MAY VARY FROM WINDOW MANUFACTURER SIZES.
BUILDER TO PLACE ORDER WITH WINDOW MANUFACTURER WITH STANDARD SIZES THAT MATCH THE ABOVE MEASUREMENTS WITHIN CLOSE PROXIMITY

WINDOW SIZES TO BE VERIFIED ON SITE PRIOR TO PLACING ORDER WITH MANUFACTURER
ANY DISCREPANCIES PLEASE CONTACT OFFICE IMMEDIATELY

NOTE:
ALL GLAZING MUST COMPLY WITH AS.1288

ABSOLUTE BUILDING PERMITS
THESE AMENDED PLANS ARE TO BE READ IN CONJUNCTION WITH PERMIT No.: 10/5737
AMENDED ON: 05.05.10
SIGNED:

ABSOLUTE BUILDING PERMITS
19 APR 2010 PERMIT No. 100737
DATED
Building Surveyor Peter Pontoplanis

FLOOR PLANS SCALE 1:100

Project: MULTI UNIT DEVELOPMENT
At: 152 TYLER STREET PRESTON
For: GRAVINA CONSTRUCTIONS

LEGEND

dp	DOWN PIPE	A.J.	ARTICULATION JOINTS
dpS	DOWN PIPE & SPREADER	FB.	TIMBER FLOOR BOARDS
FW	FLOOR WASTE	TILE	SELECTED TILE FLOORING
E.F.	EXHAUST FAN TO EXTERNAL AIR 10m / h²	CP.	SELECTED CARPET FLOOR COVERING
			SELECTED TIMBER STUD FRAMING
S.A.	SMOKE ALARM		BRICKWORK

*DO NOT SCALE THIS DRAWING
*FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE. BUILDERS DIMENSIONS ON SITE PRIOR TO COMMENCMENT OF WORKS

NOTE:
SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS
IF ANY DISCREPANCIES ARE FOUND CONTACT OFFICE IMMEDIATELY

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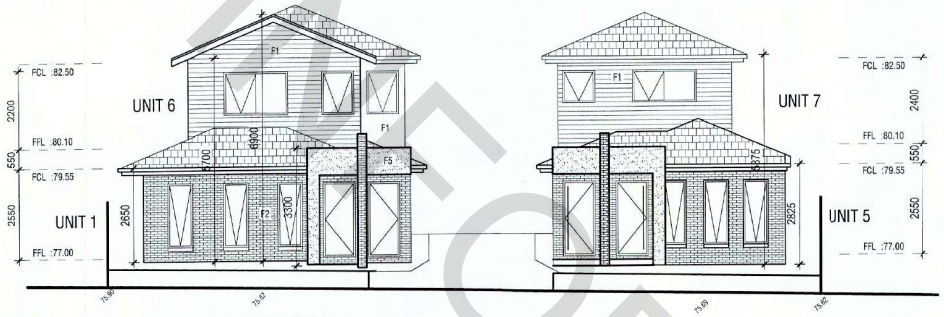
email: archpp@optusnet.com.au

Date	03.05.2010	WORKING DRAWINGS	
Scale	1:100 @ A2	Dwg. No.	A/1377
Drawn	VG	Sheet No.	A4
Checked	PR		

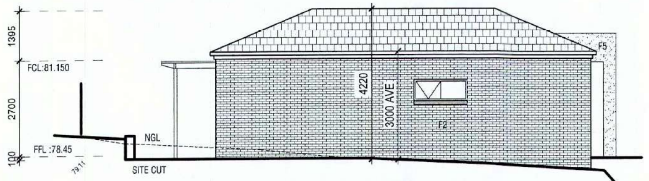
INFORMATION ONLY



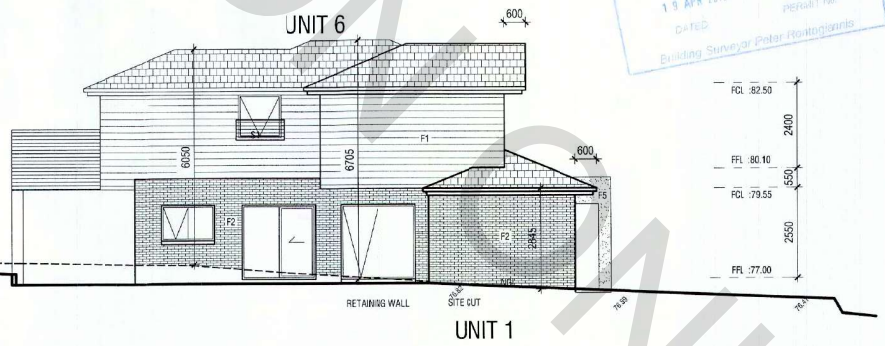
SOUTH ELEVATION
1:100

INTERNAL SOUTH ELEVATION
1:100

NORTH ELEVATION
1:100



WEST ELEVATION
1:100



ELEVATIONS SCALE 1:100

AREAS

UNIT 1
GROUND FLOOR: 68.5 m2
OPEN SPACE: 85.0 m2

UNIT 2
GROUND FLOOR: 63.4 m2
OPEN SPACE: 58.4 m2

UNIT 3
GROUND FLOOR: 56.0 m2
OPEN SPACE: 25.0 m2

UNIT 4
GROUND FLOOR: 62.5 m2
OPEN SPACE: 25.0 m2

UNIT 5
GROUND FLOOR: 57.3 m2
OPEN SPACE: 25.0 m2

UNIT 6
GROUND FLOOR: 62.3 m2

UNIT 7
GROUND FLOOR: 72.0 m2

SITE
TOTAL SITE AREA: 893.1 m2

COLOUR SCHEDULE

F1 WEATHERBOARD CLADDING. COLOUR: WARM NEUTRAL
F2 FACE BRICKWORK. COLOUR: BROWN.
F3 TIMBER PALING FENCE. NATURAL FINISH
F4 OPAQUE GLASS BALUSTRADES
F5 SMOOTH CEMENT RENDER. DULUX 'MOCHA MAGIC'
S1 FIXED TIMBER OVERLOOKING SCREEN. 25% TRANSPARENCY MAX. 1.7M HIGH ABOVE FINISH FLOOR LEVEL. SCREEN TO COMPLY WITH STANDARD B22 OF RESCODE.

CONCRETE ROOF TILES. (COLOUR-CHARCOAL)

WINDOWS:
BLACK ALU. FRAMES IN CLEAR GLASS.

GENERAL NOTES

*DOUBLE STUDS TO OPENINGS GREATER THAN 1500mm
*PROVIDE SPEED BRACING TO INTERNAL & EXTERNAL WALLS AS PER A.S.1684
*PROVIDE LIFT-OFF HINGES TO WC DOOR
*DO NOT SCALE THIS DRAWING
*FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE. BUILDERS& CONTRACTORS TO VERIFY ALL DIMENSIONS ON SITE PRIOR TO COMMENCMENT OF WORKS
*WORKING DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEERS DRAWINGS & COMPUTATIONS & WITH ALL DOCUMENTATION PROVIDED
*ALL CONCRETE FOOTINGS & FOUNDATION WORK MUST BE IN ACCORDANCE WITH A.S.2870 & MUST BE READ STRICTLY IN CONJUNCTION WITH THE RELEVANT SOIL REPORT &/OR ENGINEERING DOCUMENTATION PROVIDED
*ALL MASONRY WORK MUST BE IN ACCORDANCE WITH A.S.3700
*DAMP PROOF COURSES & FLASHINGS MUST BE BE IN ACCORDANCE WITH A.S.2904
*STRUCTURAL STEEL WORK MUST BE IN ACCORDANCE WITH A.S.4100
*TIMBER FRAMING MUST BE IN ACCORDANCE WITH A.S.1684 THE "TIMBER FRAMING MANUAL"
*CONCRETE WORKS MUST BE READ IN ACCORDANCE A.S.3600 AND OTHER RELEVANT SA.A CODES & MUST COMPLY WITH ENGINEERING REQUIREMENTS

EXHAUST FANS: 140/S MIN TO BE DISCHARGED INTO VENTILATED ROOF SPACE WITH MIN. 1.0m HORIZONTAL DUCT OR TO EXTERNAL AIR IN ACCORDANCE WITH AS 1668 FITTED WITH SELF CLOSERS.
EXTERNAL DISCHARGE RATE MIN 25 l/S

S.W.D's NOTES:

STORM WATER DRAINAGE SYSTEM AS PER ENGINEERS DESIGN & SPECIFICATIONS
REFER TO ENGINEERS DRAWINGS & COMPUTATIONS

ABSOLUTE BUILDING PERMITS
THESE AMENDED PLANS ARE TO BE READ IN CONJUNCTION WITH
PERMIT No.: 10/377
AMENDED ON: 25/05/10
SIGNED:

ABSOLUTE BUILDING PERMITS
19 APR 2010 20450 10 0 9 37
PERMIT No.
DATED
Building Surveyor Peter Hontogiannis

SPECIFICATIONS

SUB FLOOR:
CONCRETE SLAB CONSTRUCTION AS PER ENGINEERS DESIGN & SPECIFICATIONS
REFER TO ENGINEERS DRAWINGS & COMPUTATIONS

FLOORING
SELECTED TILED FLOORING TO CLIENTS SPECIFICATIONS
SELECTED CARPET FLOORING TO CLIENTS SPECIFICATIONS

WALL FRAMING:
BOTTOM PLATE: 90X45 F5 PINE
STUDS: 90X45 F5 PINE AT 450mm CRS
JAMB STUDS: 90X90 F5 PINE
NOGGINGS:70X35 F5 PINE AT 1350mm CRS MAX
TOP PLATE: 90X45 F5 PINE
LINTELS TO ENGINEERS DESIGN

ROOF FRAMING:
ROOF TRUSSES AS PER MANUFACTURERS DESIGN & SPECIFICATIONS. MANUFACTURERS COMPS. TO BE PROVIDED PRIOR TO FRAME INSPECTION

ROOF BATTENS: 38X75 F8 H.W AT 330mm CRS

ROOFING
SELECTED TILE ROOFING
ROOF PITCH 22.5° MIN

EXTERNAL FINISHES
SEE EXTERNAL FINISHES SCHEDULE ON SHEET A5

INTERNAL WALL FINISHES:
10mm PLASTERBOARD TO BE PAINTED (ALL INTERNAL WALLS)
10mm PLASTERBOARD TO BE PAINTED (ALL INTERNAL CEILINGS)
CLIENT TO SELECT SQUARE OR CORNICE FINISHES TO EACH ROOM

WET AREAS:
ALL WET AREAS TO HAVE IMPERVIOUS FINISH TO FLOOR & WALLS (TILES) IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA & AS3740-2004
SHOWER:2100mm MIN
OF AUSTRALIA
HAND BASIN, SINK, TROUGH: 300mm MIN

STAIRS:
STEPS SIZES (EXCEPT SPIRAL STAIRS) TO BE:
-RISERS: 190mm MAX AND 115 MIN
- TREADS: 355mm MAX AND 240mm MIN
-125mm MAXIMUM GAP BETWEEN OPEN TREADS

TREADS & LANDINGS TO HAVE A NON-SLIP SURFACE FINISH OR NON-SLIP STRIP ALONG FRONT EDGE OF NOSING

BUILDER TO PROVIDE BALUSTRADES WHERE CHANGE IN FLOOR LEVELS EXCEEDS 1000mm

HANDRAILS & BALUSTRADES:
- 1000mm MIN ABOVE FINISHED FLOOR LEVEL
-865mm ABOVE STAIR NOSING OR A RAMP
- 125mm MAX SPACING BETWEEN BALUSTRADES (VERTICAL ONLY)
HORIZONTAL BALUSTRADES BETWEEN 150mm & 760mm ABOVE FLOOR LEVEL MUST NOT FACILITATE CLIMBING WHERE CHANGES IN FLOOR LEVEL EXCEED 400mm ABOVE SURFACE LEVEL

WIRE TENSIONED BALUSTRADES AS PER PART 3.9.2.3 OF THE (BCA) FOR CLASS 1 & 10 BUILDINGS
ALL OTHER CLASSES OF BUILDINGS REFER TO PART D2.16 OF THE (BCA)

SMOKE ALARM NOTES
*SMOKE ALARMS COMPLYING WITH A.S 3786 AND TO BE INSTALLED IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA
*SMOKE ALARM TO BE ELECTRICALY CONNECTED WITH BATTERY BACK-UP.
*SMOKE ALARMS TO BE WITHIN 1500mm OF BEDROOMS

WINDOWS
WINDOW MEASUREMENTS INDICATED MAY VARY FROM WINDOW MANUFACTUFER SIZES.
BUILDER TO PLACE ORDER WITH WINDOW MANIFACTURER WITH STANDARD SIZES THAT MATCH THE ABOVE MEASUREMENTS WITHIN CLOSE PROXIMITY

WINDOW SIZES TO BE VERIFIED ON SITE PRIOR TO PLACING ORDER WITH MANUFACTURER
ANY DISCREPANCIES PLEASE CONTACT OFFICE IMMEDIATELY

GLAZING
ALL GLAZING SHALL COMPLY WITH PART 3.6 FOR CLASS 1 & 10 BUILDINGS WITHIN A DESIGN WIND SPEED OF NOT MORE THAN N3
CLASS 2-9 BUILDINGS (REFER TO PART B1.4 OF THE BUILDING CODE OF AUSTRALIA)
REFER TO AS1288 AND AS 2047

INSULATION NOTES:
REFER TO ENERGY RATING REPORT PREPARED FOR ALL INSULATION/SARKING REQUIREMENTS PRIOR TO PLACING OFDER WITH MANUFACTURER

Project: MULTI UNIT DEVELOPMENT
At: 152 TYLER STREET
PRESTON
For: GRAVINA CONSTRUCTIONS

LEGEND

dp	DOWN PIPE	A.J.	ARTICULATION JOINTS
dpS	DOWN PIPE & SPREADER	FB.	TIMBER FLOOR BOARDS
FW	FLOOR WASTE	TILE	SELECTED TILE FLOORING
E.F.	EXHAUST FAN TO EXTERNAL AIR 10m / H²	CP.	SELECTED CARPET FLOOR COVERING
S.A.	SMOKE ALARM		SELECTED TIMBER STUD FRAMING
			BRICKWORK

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NOTE:
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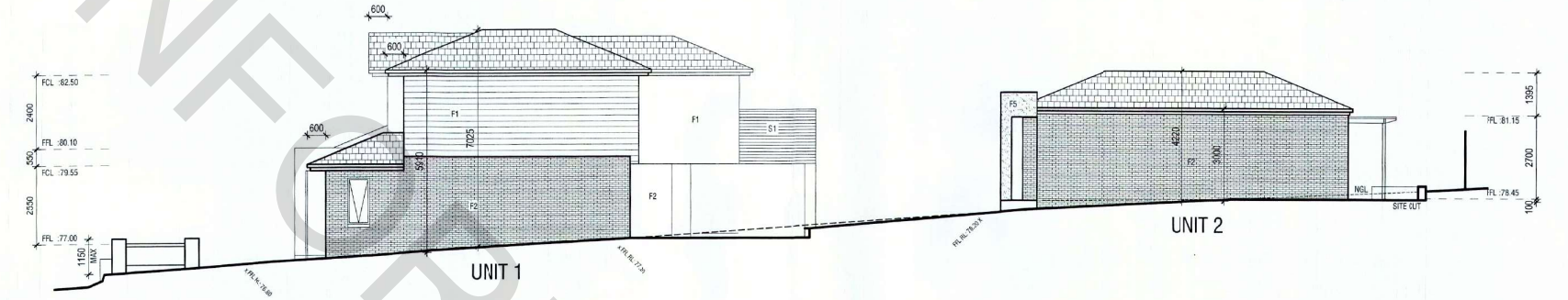
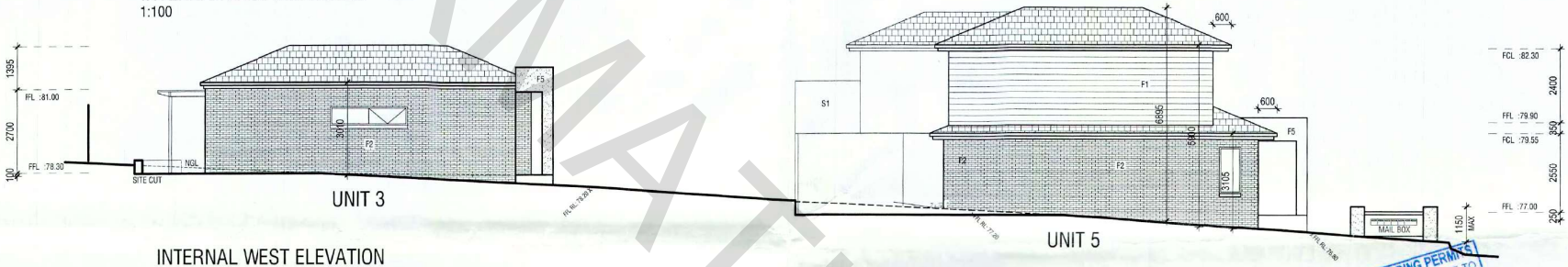
Date.	03.05.2010	WORKING DRAWINGS	
Scale.	1:100 @ A2	Dwg. No.	A/1377
Drawn.	VG	Sheet No.	A5
Checked.	PR		

INFORMATION ONLY

INFORMATION ONLY



INTERNAL EAST ELEVATION
1:100



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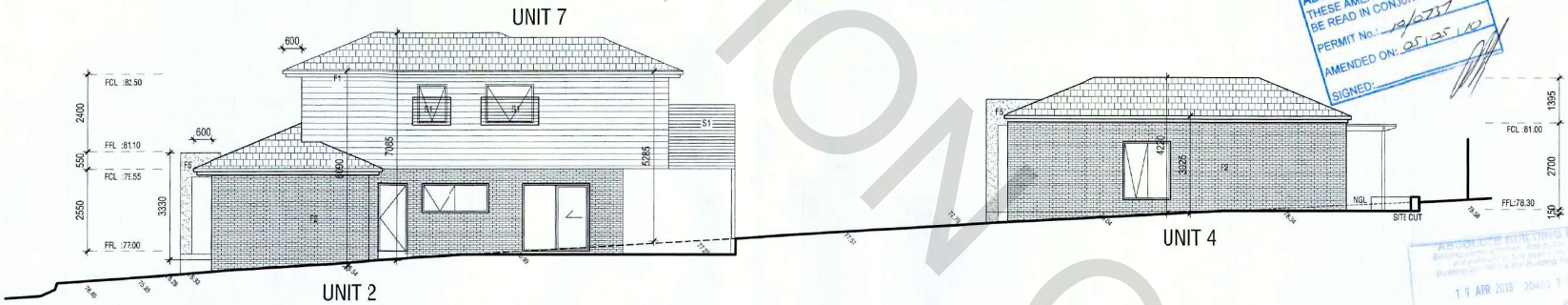

EAST ELEVATION
1:100

ABSOLUTE BUILDING PERMITS
THESE AMENDED PLANS ARE TO BE READ IN CONJUNCTION WITH
PERMIT No.: 19/0737
AMENDED ON: 25/05/10
SIGNED:

ABSOLUTE BUILDING PERMITS
19 APR 2010
DATED
PERMIT NO.
Building Surveyor Peter Rantodiando

COLOUR SCHEDULE

F1 WEATHERBOARD CLADDING. COLOUR; WARM NEUTRAL

F2 FACE BRICKWORK. COLOUR; BROWN.

F3 TIMBER PALING FENCE. NATURAL FINISH

F4 OPAQUE GLASS BALUSTRADES

F5 SMOOTH CEMENT RENDER. DULUX 'MOCHA MAGIC'

S1 FIXED TIMBER OVERLOOKING SCREEN. 25% TRANSPAFENCY MAX. 1.7M HIGH ABOVE FINISH FLOOR LEVEL. SCREENTO COMPLY WITH STANDARD B22 OF RESCODE.

CONCRETE ROOF TILES. (COLOUR-CHARCOAL)

WINDOWS:
BLACK ALU. FRAMES IN CLEAR GLASS.

ELEVATIONS SCALE 1:100

Project	MULTI UNIT DEVELOPMENT
At	152 TYLER STREET PRESTON
For	GRAVINA CONSTRUCTIONS

LEGEND

dp	DOWN PIPE	A.J.	ARTICULATION JOINTS
dpS	DOWN PIPE & SPREADER	FB.	TIMBER FLOOR BOARDS
FW	FLOOR WASTE	TILE	SELECTED TILE FLOORING
E.F.	EXHAUST FAN TO EXTERNAL AIR 10m / H²	CP.	SELECTED CARPET FLOOR COVERING
			SELECTED TIMBER STUD FRAMING
S.A.	SMOKE ALARM		BRICKWORK

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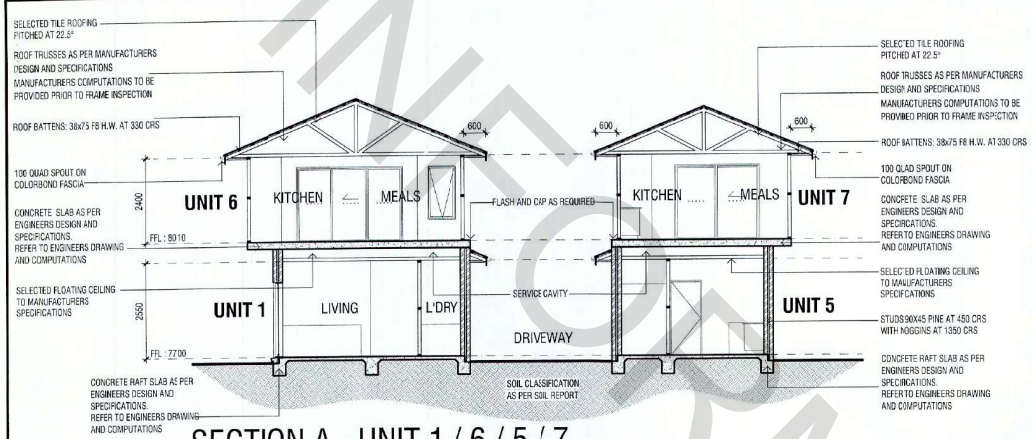
email: archpp@optusnet.com.au

Date.	03.05.2010	WORKING DRAWINGS	
Scale.	1:100 @ A2	Dwg. No.	A/1377
Drawn.	VG	Sheet No.	A6
Checked.	PR		



SECTION A - UNIT 1 / 6 / 5 / 7

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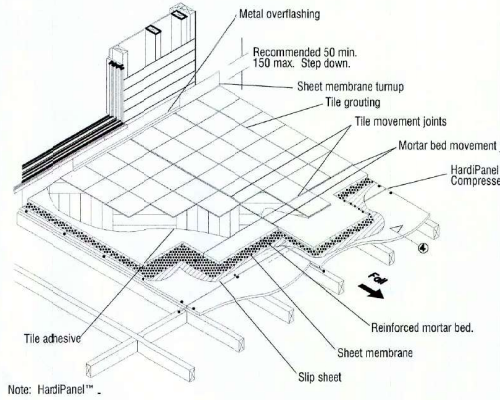
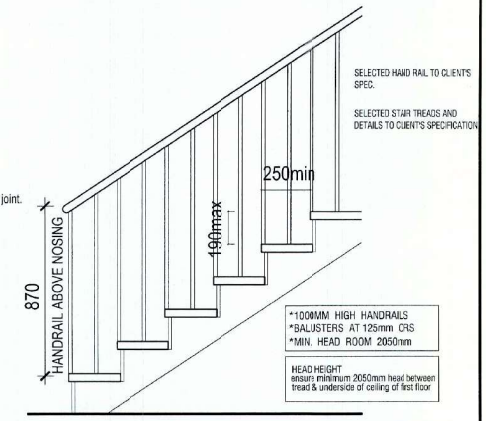


Note: HardiPanel™ -

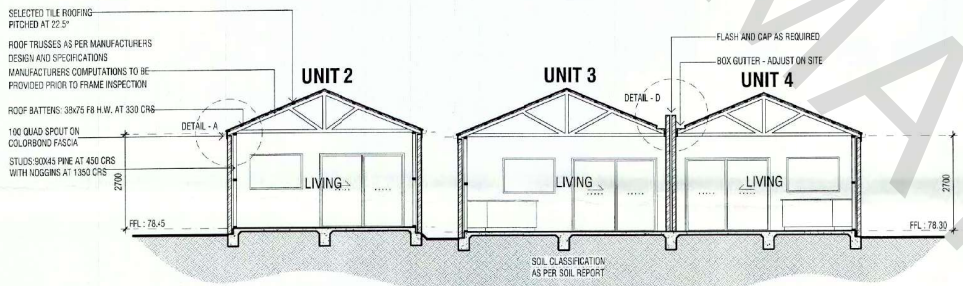
WATERPROOFING DETAIL

SCALE: 1:20



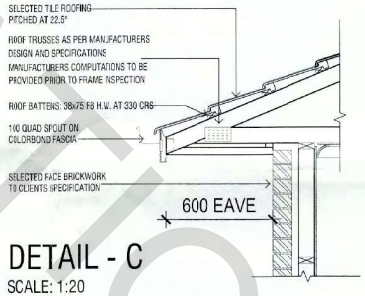
TYPICAL STAIR ELEVATION DETAIL

SCALE 1:10



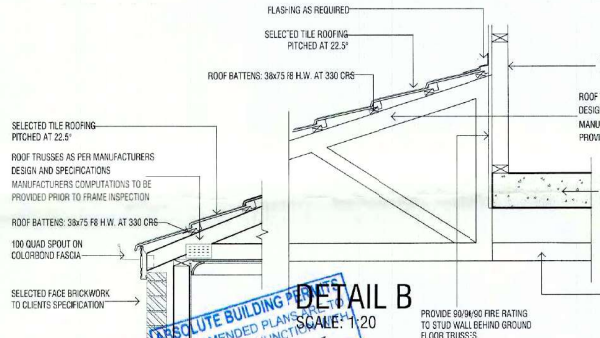
SECTION B - UNIT 2 / 3 / 4

SCALE 1:100



DETAIL - C

SCALE: 1:20



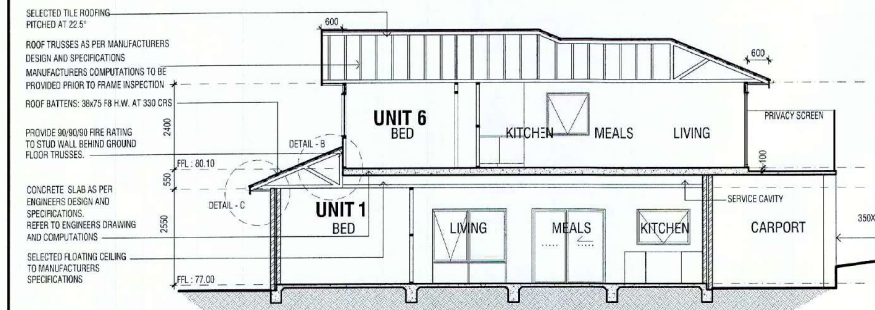
DETAIL B

SCALE: 1:20

DETAIL - A

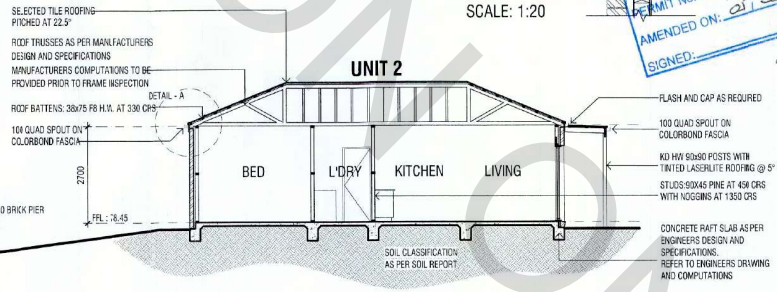
SCALE: 1:20

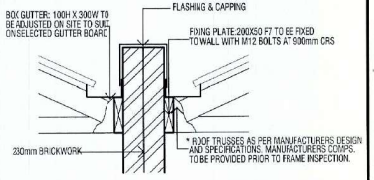
ABSOLUTE BUILDING PERMITS
THESE AMENDED PLANS TO BE READ IN CONJUNCTION WITH
PERMIT No.: 10/0717
AMENDED ON: 05/05/10
SIGNED:



SECTION C - UNIT 1 / 6 / 2

SCALE 1:100





DETAIL D

SCALE: 1:20

ABSOLUTE BUILDING PERMITS
19 APR 2010
PERMIT No.
DATED
Building Surveyor Peter Rontogianis

Project	MULTI UNIT DEVELOPMENT	Date.	03.05.2010
At	152 TYLER STREET PRESTON	Scale.	1:100 @ A2
For	GRAVINA CONSTRUCTIONS	Drawn.	VG
		Checked.	PR

WORKING DRAWINGS

Dwg. No. A/1377

Sheet No. A7

Page 36 of 43

LEGEND

- dp DOWN PIPE
- dpS DOWN PIPE & SPREADER
- FW FLOOR WASTE
- E.F. EXHALST FAN TO EXTERNAL AIR 10m / H²
- S.A. SMOKE ALARM
- A.J. ARTICULATION JOINTS
- FB. TIMBER FLOOR BOARDS
- TILE SELECTED TILE FLOORING
- CP. SELECTED CARPET FLOOR COVERING
- SELECTED TIMBER STUD FRAMING
- BRICKWORK

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NOTE:
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email: archpp@optusnet.com.au

INFORMATION ONLY

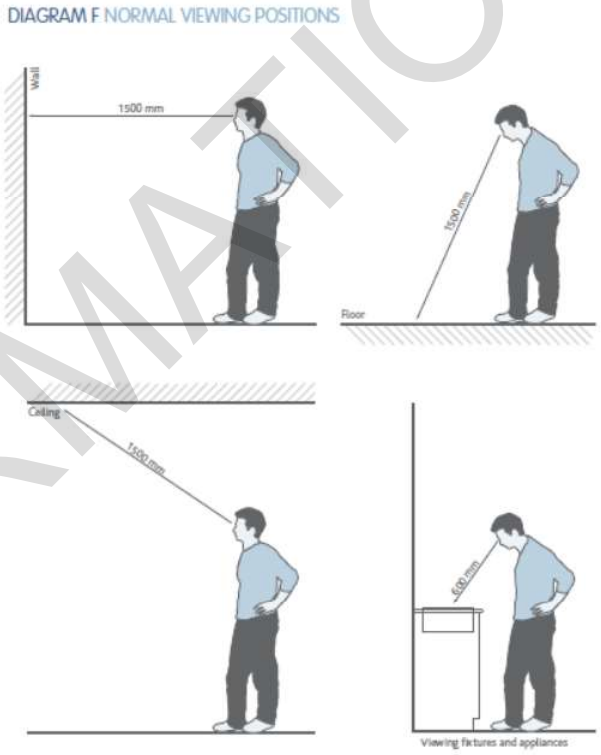
Part 10: Terms and Conditions

The following information is very important and forms an integral part of this report.

1. This is a Visual Inspection only and in Accordance with AS4349.

This visual inspection is limited to those areas and sections of the property fully accessible and visible to the Inspector at the time and on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions unless stated in the report. The Inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or other areas that are concealed or obstructed. In an occupied property it must be understood that furnishings or household items may conceal defects which may only be revealed when the items are removed.

Generally, variations in the surface colour, texture and finish of walls, ceilings, floors and roofs, and variations in glass and similar transparent materials are only noted as a defect where they can be viewed from a normal viewing position, in accordance with Section F of the Guide to Standards and Tolerances 2015. Normal viewing positions can be identified in Diagram F, of this guide, seen below.



Slight variations in the colour and finish of materials do not always constitute a defect.

2. Scope of Report

This Report is not intended as a certificate of compliance of the property within the requirements of any Act, regulation, ordinance or by-law, or, as a warranty or an insurance policy against problems developing with the building in the future.

INFORMATION ONLY

3. Limitations

Nothing contained in the Report implies that any inaccessible or partly inaccessible area(s) or section(s) of the property being inspected by the Inspector on the date of the inspection were free from defects latent or otherwise.

No responsibility can be accepted for defects which are latent or otherwise not reasonably detected on a visual inspection without interference with or removal of any of the structure including fixtures or fittings within the building.

This Report does not contain any assessment or opinion in relation to any item, which is the subject of a Special Purpose PropertyReport(asdefinedinAS4349.1),oranymatterwheretheinspectionor assessmentofwhichissolelyregulatedby Statute. Special Purpose Property Reports include comment on the following: Common property areas, environmental concerns such as sunlight, privacy, streetscape and views. Proximity of property to flight paths, railways and busy traffic or other neighbourhood issues. Noise levels, health and safety issues including the presence of asbestos or lead. Heritage concerns. Security or fire protection. Analysis of site drainage apart from surface water drainage. Swimming pools and spas. Detection and identification of illegal and unauthorised building and plumbing work. Durability of exposed finishes.

If a defect or other matter in this report is outside of our area of expertise it will be stated within the report, or we will seek comment from someone suitably qualified in the matter.

4. Important Information

Any person who relies upon the contents of this Report does so acknowledging that the above clauses, definitions and disclaimers that follow define the Scope and Limitations of the inspection and form an integral part of the report.

5. Disclaimer of Liability

No liability shall be accepted on account of failure of the Report to notify any problems in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to any area(s) or section(s) so specified by the Report.

6. Disclaimer of Liability to Third Parties

This report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this Report, in whole or in part does so at their own risk.

7. Expert Witness

The signatory ‘the author’ of this report and the nominated assistant/s (if any) who also inspected the property under my supervision are capable of giving evidence in relation to all matters contained in this report in the event that I am not available for whatever reason to provide verbal evidence to the court. I authorise any of the nominated assistants named in this report to provide verbal evidence if required in my absence and on my behalf.

8. Contractual Limitation of Liability

- We will use reasonable endeavours to maintain professional indemnity insurance for an amount not less than A$5 million while providing the services and for three (3) years after completion of the services ("Period of Liability").

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- To the extent permitted by law, our liability to you in any way in connection with this matter (whether in negligence or otherwise) is limited to $5 million. To the extent permitted by law, if a court holds that we are liable to pay damages to you and if you or any other person have contributed to the loss you suffered, the damages payable by us will be reduced to the amount which would ultimately be payable by us if: (a) the legislation providing for a defence of contributory negligence applied to a claim based on breach of contract; (b) you had not agreed to exempt or limit the liability of any entity or person; and (c) you joined every entity or person who was liable to pay damages in respect of your loss and we obtained an order for contribution against each of them and they paid you the full amount of their contribution.
- Subject to a maximum aggregate liability for all claims in connection with the services being provided the consultant will pay the lesser of A$5 million or five (5) times our total Fees charged to you (excluding GST).
- Our liability is limited to liability for direct loss or damage suffered by the Client. The Consultant shall not be liable for indirect, consequential or special loss, or for loss of profits or business opportunity, or liquidated damages.
- To the maximum extent permitted by law, the Consultant shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, on the expiry of the 'Period of Liability'.
- If and to the extent that any part of clauses 8 is void as a result of any section of the Competition and Consumer Act 2010 (Cth) or any other Act, then the Consultant's liability for a breach of its obligations under this Agreement is limited to supplying the relevant Services again or paying the reasonable costs of having a third party supply the same Services again.
- We accept no responsibility for any loss suffered as a result of any reliance upon such assessment or report other than as being accurate at the date the property was inspected for the purpose of the assessment or report.
- Our findings are valid for 90 days from the date of issue of our assessment or report.

9. Lighting Installations

Unless expressly stated in any section of this report, it should be noted that this inspection was done during daylight hours and therefore the adequacy of lighting in darkness could not be directly assessed.

10. Electrical Installations

We have carried out a thorough visual inspection of the property and assets visible from the common property areas. If there were any visible electrical installation issues they have been included in the relevant sections of this report. We have not carried outathoroughinspectionofelectricalinstallationandthemainswitchboard,aswearenotqualifiedtodoso,please ensurethat a suitably qualified electrical contractor carries out a thorough visual inspection at least every 2 years, this inspection can be incorporated with the testing of the Residual Current Device if Community Circuits are present.

11. Plumbing, Gutters & Downpipes and Roofs

We have carried out a thorough visual inspection of the property and assets visible from the common property areas. If there were any visible plumbing, gutters, downpipe or roof issues they have been included in the relevant sections of this report. We have not carried out any static pressure testing or hydraulic calculations, please ensure that a suitably qualified plumbing contractor carries out a thorough regular inspection. We will recommend a qualified plumber to inspect if an issue is found.

12. Lifts

Please ensure that if lifts are in the building(s) that regular maintenance programs are in place. This report does not cover lifts.

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13. Air Conditioning

Only a general external inspection of air conditioning units is carried out where installed, therefore please ensure that if the Owners Corporation has air conditioner(s) in the building(s) they have regular maintenance programs in place. This report does not cover air conditioning units and air condition cooling towers.

14. Plant and Equipment

Please ensure that if the Owners Corporation has plant and equipment in the building(s) that regular maintenance programs are in place for each piece of plant and equipment. This report does not cover plant and equipment unless specifically stated.

15. Balcony Balustrades

Wherever balcony balustrades are installed, please be advised that a comprehensive inspection of balcony railings was not carried out as part of this report. Also this report is only a visual inspection of areas accessible. Therefore all balcony balustrades arenotviewed.Iftheareanyvisiblesignsofcorrosiononthebalustradeincludingfixings and/orifthebalustradesareover10 years old a detailed inspection and testing of balustrades should be undertaken.

16. Pest Reports

If there are any visible signs of termite damage it is included in this report. We have not carried out a pest inspection of the site; as we are not qualified to do so, please ensure that a suitably qualified pest inspection contractor carries out thorough regular inspections.

17. Fire Fighting Equipment and Statutory Requirements

It has been assumed that any building needing fire fighting equipment to meet legislative requirements such as the National Construction Code formally known as the Building Code of Australia, did meet those requirements at the time of construction. We have not examined the fire safety requirements for the building and make no comment as to the adequacy of the measures found in the complex. If the Bodies Corporate wishes to ascertain its position with respect to fire safety compliance it may carry out its own assessment. These guidelines should be placed on the Owners Corporation notice board. We have visually inspected the fire fighting equipment but have not carried out any testing and therefore cannot determine if the equipment has been tampered with or will be effective in case of fire.

Rooms below ground level: If there are any rooms under the house or below ground level (whether they be habitable or non- habitable rooms), these may be subject to dampness and water penetration. Drains are not always installed correctly or could be blocked. It is common to have damp problems and water entry into these types of rooms, especially during periods of heavy rainfall and this may not be evident upon initial inspection. These rooms may not have council approval. The purchaser should make their own enquiries with the Council to ascertain if approval was given. Where the property is covered by an Owners Corporation (Strata Title), we strongly recommend that an Owners Corporation search be conducted to ascertain the financial position, the level of maintenance and any other relevant information available through the conduct of such an inspection.

18. Safe and Reasonable Access

The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access to specific areas of the property.

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The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. Reasonable access shall be determined in accordance with the following. An access hole shall be a minimum of 400 x 500 mm to provide safe and reasonable access. A crawl space shall be a minimum of 600 x 600 mm to provide safe and reasonable access.

The inspector shall inspect an elevated area only when; it is at a height at which safe reasonable access is available or an unobstructed line of sight is present from safe use of a 3.6 metre ladder and the building elements present are close enough to allow appraisal.

19. Cost Estimates

The Client acknowledges that any cost estimates provided as part of the Services are not a statement of absolute cost, and rather will have an accuracy range commensurate with, amongst other things, all relevant information provided by the Client, the certainty of data and the level of detail available at the time of preparation. When cost estimates are to be used in critical financial planning decisions or are of material commercial significance, the Client should consider a third-party peer review to confirm the accuracy of the estimates prepared by the Consultant.

All construction costs estimates referred to in this report can only be an indication as at the date of the report, therefore the estimate costings we provide are indicative and hypothetical only, despite us using our construction industry experience and best up to date construction cost guides available.

Construction costs can only be accurately determined by a fixed price contract from a registered Builder or a qualified contractor in an arm's length transaction between two independent parties in which both parties are acting in their own self-interest.

Other factors that may influence construction costs at any given time are, but not limited to the following:

a. Changes in - interest rates, zoning and planning, government policies and legislation, the general state of the economy, local market fluctuations, amenities in the area, changes to the property itself and neighboring properties, supply & demand for building work at the time.
b. The number of builders who are asked to tender and market exposure of the tender may also influence the final costs of the works.
c. The terms and conditions offered in any tender.

It is therefore important to note that our cost estimates are general in nature and should not be relied upon if a financial objective is to be achieved.

20. Equipment Utilized

A visual inspection of the property has been aided by the use of the following technical pieces of equipment where appropriate.

FLIR E6-3900 – A FLIR E6-3900 thermal imaging camera has been utilized in appropriate locations to detect thermal anomalies across the surface of different areas of the inspected property. It is especially useful in the identification of water ingress as water is usually cooler than the surrounding building elements and aided the inspector in tracking and identified water ingress that is not easily identifiable.

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Protometer Mini 2000 – A Protometer Mini 2000 moisture meter has been used to identify high moisture content in various materials affected by moisture ingress. The meter has been calibrated to detect moisture anomalies in a wide range of building materials including timber, plaster, masonry and concrete.

RIDGID micro CA-300 – A RIDGID micro CA-300 inspection camera is utilized to provide imagery of hard to reach or concealed spaces, when required. It aids the user in inspecting ceiling/wall cavities, or any other hard to access area, to provide as much detail as possible in the identification and location of problem areas.

Merlin lazer glass analysis tools – The Merlin lazer glass analysis suite provides an array of instruments for the exact inspection and identification of all glazed elements within a building. Any deviation from the Construction Issue building drawings can easily be identified as the glazing installed throughout a building can be precisely compared to what has been specified in these documents.

21. Our Accounts and Payment of our Costs

We may request a deposit before we commence any works on your behalf of which will be utilised in reduction of the IQS we may also send you a bill from time to time for services already rendered or for services to be rendered which may be at the end of each month or at suitable breaks in the matter and at the end of this matter. We may also ask you to pay an amount in advance to cover past or future disbursements. Our bill is payable when you receive it. Our payment terms are 14 days from date of our invoice. If you do not pay our bill, we may stop working on your matter until our account is up to date. Forensic Building Defects and VCAT Expert Witness reports or any other report which our fee for the said report exceeds $5,000 the client undertakes to make our payment on presentation of our Tax Invoice before the report is released by us to you

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