

DATED

2025



PETER FLOROS AND KATHERINE FLOROS

CONTRACT OF SALE OF REAL ESTATE

Property: 1301/828 Whitehorse Road, Box Hill VIC

Muse Conveyancing
1 Archer Close
MOUNT ELIZA VIC 3930
Tel: 0477 009 207
Ref: MS:23/2274

Contract of sale of land

Property: 1301/828 Whitehorse Road, Box Hill VIC 3128



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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**WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Peter Floros and Katherine Floros

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Agents
Address: 98 South Parade, Blackburn VIC 3130
Email: anthony.molinaro@obrienrealestate.com.au
Tel: 03 9894 2044 Mob: 0411 061 796 Fax: Ref: AM

Vendor

Name: Peter Floros and Katherine Floros

Vendor's legal practitioner or conveyancer

Name: Muse Conveyancing
Address: 1 Archer Close, Mount Eliza VIC 3930
Email: michelle@museconveyancing.com.au
Tel: 0477 009 207 Ref: 23/2274

Purchaser's estate agent

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

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12357 Folio 428	1301	PS 810969G

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 1301/828 Whitehorse Road, Box Hill VIC 3128

Goods sold with the land (general condition 6.3(f)) All fixed floor coverings, light fittings, window furnishings, and all items of a fixed or permanent nature.

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

GC 23 – special condition

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

GC 28 – special condition

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

1. LAND DESCRIPTION AND ENCROACHMENTS

- 1.1. The purchaser admits that the land as offered for sale and inspected by the purchaser is identical with that described in the particulars of sale.
- 1.2. The purchaser shall not make any claim, or delay settlement for or in relation to any alleged or actual misdescription of the land, or inaccuracy in its area or measurements, or excess or deficiency of land or title, or call upon the vendor to amend title or to bear all or any part of the cost of doing so.
- 1.3. The vendor does not warrant that the improvements purporting to be on the land are wholly on the land or that improvements of adjoining owners do not encroach on the land.
- 1.4. The sale is subject to each encroachment (if any) which exists and the purchaser is not entitled to make any objection, or claim for compensation or delay settlement in relation to it.

2. RESTRICTIONS ON USE

- 2.1. The land is sold subject to all applicable restrictions as to use and subject to the provisions of each applicable order, planning scheme, regulation and by-law made by any authority or body empowered by legislation to control the use of the land. Restrictions as to use do not constitute a defect in the vendor's title or affect the validity of this Contract and the purchaser shall not make any objection or claim any compensation from the vendor or delay settlement in respect of such restrictions and the purchaser is not entitled to rely upon any representation or statement made by the vendor or the vendor's estate agent in respect of the use to which the land may be put unless the representation or statement is included in this Contract.
- 2.2. The purchaser assumes full responsibility for compliance with each applicable planning control and permit and agrees to hold the vendor indemnified at all times against all liability arising out of each such control and permit.

3. SALE OF LAND ACT

- 3.1. The purchaser acknowledges that, prior to signing this Contract or any other document relating to it, the purchaser has been given by the vendor's estate agent a statement in writing containing the particulars required by section 32 of the Sale of Land Act 1962 and a copy of this Contract.

4. GUARANTEE

- 4.1. If the purchaser is a corporation, the purchaser shall within 7 days of the day of sale procure the execution by a person signing this Contract, the guarantee and indemnity annexed to this Contract.
- 4.2. If the nominee is a corporation, the purchaser shall within 7 days of the day of sale procure the execution by the directors of such nominee, the guarantee and indemnity annexed to this Contract.

5. DEFAULT BY PURCHASER

- 5.1. Without limitation to any other provision of this Contract, the purchaser shall, on demand by the vendor, pay any costs and expenses (including legal costs on a solicitor-own client basis) incurred by the vendor by reason of any default by the purchaser in the observance or performance of any of the terms or conditions of this Contract and no such default shall be deemed to have been remedied while any such costs or expenses remain unpaid.
- 5.2. Each sum due for payment by the purchaser under this Contract but unpaid shall be a separate debt due

to the vendor and the vendor may at his option sue for and recover the same in any Court of competent jurisdiction.

6. ENTIRE AGREEMENT

6.1. The purchaser acknowledges and agrees that there are no conditions, warranties or other terms affecting the sale of the property other than those embodied in this Contract and that no representations or statements have been made by the vendor or the vendor's estate agent or vendor's estate agent or their respective servants or employees which have not been included in this Contract. This special condition shall enure for the benefit of the vendor and the vendor's estate agent.

7. JOINT AND SEVERAL OBLIGATIONS

7.1. If there are more purchasers than one, the obligations of the purchaser under this Contract bind them jointly and severally.

8. DUTY (PURCHASERS BUYING UNEQUAL SHARES)

- 8.1. If there is more than one purchaser, it is each and every purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 8.2. If the proportions recorded in the transfer differ from those recorded in the Contract, it is each and every purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 8.3. Each and every purchaser fully indemnifies the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims for demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

9. IMPROVEMENTS

9.1. The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon, and the purchaser shall not make any claim:

- 9.2. For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws, or otherwise; or
- 9.3. In relation to the issue or non-issue of building permits in respect of the said improvements; or
- 9.4. In relation to the completion of inspections by relevant authorities in respect of the said improvements.

10. AMENDMENTS TO GENERAL CONDITIONS

10.1. General conditions 31.4, 31.5 and 31.6 do not apply to this Contract.

10.2. General condition 32 is amended by adding the following new paragraph at the end of the general condition:

10.2.1.1. 'The purchaser acknowledges that without limitation the following items constitute 'a reasonably foreseeable loss':

- (a) interest, charges and other expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
- (b) the cost of obtaining bridging finance or other credit accommodation to complete the vendor's purchase of another property, and interest, charges, fees, commissions and other expenses (including without limitation legal fees) charged on the bridging finance or other credit accommodation;
- (c) penalties and any other expenses payable by the vendor through any delay in settlement of the vendor's purchase of another property;
- (d) any commission or other expenses claimed by the vendor's estate agent or other representatives relating to sale of the property;
- (e) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year; and
- (f) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST.'

11. GENERAL CONDITION 20

- 11.1. Any right the purchaser may have to end this Contract pursuant to general condition 20.2 is subject to, in addition to the other requirements of general condition 20, the purchaser first providing the vendor with:
- 11.2. evidence to the reasonable satisfaction of the vendor that the purchaser has complied with its obligations under general conditions 20.2(a) and 20.2(b); and
- 11.3. written notice from the lender that the purchaser's application for finance has been refused.

12. NON-MERGER

- 12.1. Any provision of this Contract, which is capable of taking effect after settlement of this Contract, does not merge on settlement but rather continues in full force and effect.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

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

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of
 and of
 being the **Sole Director / Directors** of
 ACN

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

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

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

this day of 20.....

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

in the presence of:) **Director (Sign)**
)

Witness.....)

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

in the presence of:) **Director (Sign)**
)

Witness.....)

DATED

2025



VENDOR STATEMENT

Property: 1301/828 Whitehorse Road, Box Hill

Muse Conveyancing
1 Archer Close
MOUNT ELIZA VIC 3930
Tel: 0477 009 207
Ref: MS:23/2274

Vendor Statement

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

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

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

Land	1301/828 WHITEHORSE ROAD, BOX HILL 3128
-------------	---

Vendor's name	Peter Floros	Date
----------------------	--------------	-------------

Vendor's signature		
---------------------------	--	--

Vendor's name	Katherine Floros	Date
----------------------	------------------	-------------

Vendor's signature		
---------------------------	--	--

Purchaser's name		Date
-------------------------	--	-------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date
-------------------------	--	-------------

Purchaser's signature		
------------------------------	--	--

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner-Builder

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

Not applicable.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

*Is in the attached copies of title document/s.

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:
Not applicable.

4.2 Agricultural Chemicals

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

Nil

4.3 Compulsory Acquisition

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

Nil

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

sections)

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

828 WHITEHORSE ROAD, BOX HILL 3128

Registered Title

Copy of Plan

OC Basic Report

Planning Certificate

Land Information Certificate

Water Information Certificate

Land Tax

Owners Corporation Certificate

Vic Roads

Building Certificate

Planning Report

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12357 FOLIO 428

Security no : 124121930014E
Produced 11/02/2025 04:27 PM

LAND DESCRIPTION

Lot 1301 on Plan of Subdivision 810969G.

PARENT TITLES :

Volume 09723 Folio 403 Volume 10324 Folio 890

Created by instrument PS810969G 14/02/2022

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

PETER FLOROS

KATHERINE FLOROS both of 55 KENT STREET DROMANA VIC 3936

AW288568U 21/11/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS810969G 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 828 WHITEHORSE ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 20735K JMC LAWYERS

Effective from 21/11/2022

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS810969G

OWNERS CORPORATION 2 PLAN NO. PS810969G



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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

Page 2 of 2

DOCUMENT END



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Document Identification	PS810969G
Number of Pages (excluding this cover sheet)	65
Document Assembled	11/02/2025 16:27

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PLAN OF SUBDIVISION	EDITION 3	PS 810969G
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LOCATION OF LAND	
PARISH:	NUNAWADING AT BOX HILL
TOWNSHIP:	-
SECTION:	-
CROWN ALLOTMENT:	-
CROWN PORTION:	5 (PART)
TITLE REFERENCE:	VOL.9723 FOL.403 & VOL.10324 FOL.890
LAST PLAN REFERENCE:	LOTS 3 & 4 ON PS434842D
POSTAL ADDRESS: (at time of subdivision)	826-834 WHITEHORSE ROAD, BOX HILL, 3128
MGA 2020 CO-ORDINATES: (approx. centre of land in plan)	E 334280 ZONE: 55 N 5812950

VESTING OF ROADS AND/OR RESERVES	NOTATIONS
---	------------------

IDENTIFIER	COUNCIL/BODY/PERSON	STAGING
NIL	NIL	<p>THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO.</p> <p>SURVEY THIS PLAN IS / IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) 887 & 926 IN PROCLAIMED SURVEY AREA NO. N/A</p> <p>DEPTH LIMITATION DOES NOT APPLY</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS. EXTERIOR FACE : BOUNDARIES MARKED AS 'E' MEDIAN : BOUNDARIES MARKED AS 'M' INTERIOR FACE : ALL OTHER BOUNDARIES</p> <p>COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTIES No. 2, No. 3 AND No. 4 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES (EXCEPT THOSE MARKED AS 'E' AND 'M').</p> <p>ALL COLUMNS, BEAMS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.1.</p> <p>STAGED LOTS ARE IN MULTIPLE PARTS</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>

B - BALCONY
 PT - PART
 CP No.1 - COMMON PROPERTY No.1
 CP No.2 - COMMON PROPERTY No.2
 CP No.3 - COMMON PROPERTY No.3
 CP No.4 - COMMON PROPERTY No.4
 - - DENOTES STRUCTURE (NON BOUNDARY)

EASEMENT INFORMATION

EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.

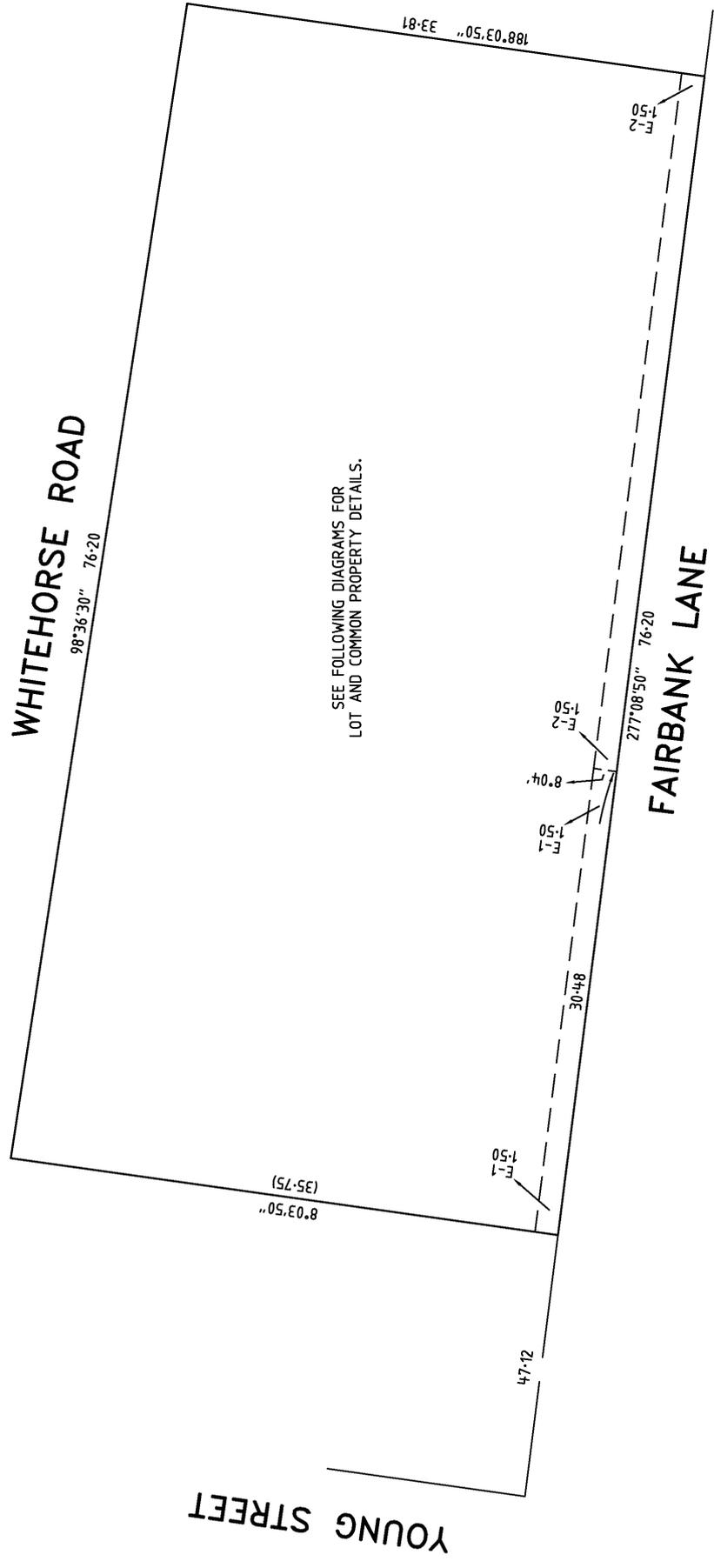
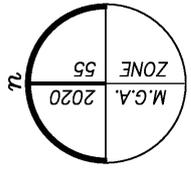
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT

SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	CARRIAGEWAY	SEE DIAG	INSTRUMENT M500866P	CITY OF BOX HILL
E-2	CARRIAGEWAY	SEE DIAG	INSTRUMENT M67902A	CITY OF BOX HILL
E-3	FIRE EGRESS (LIMITED IN DEPTH AND HEIGHT TO THE INTERIOR FACE OF THE FLOOR AND CEILING OF THE RELEVANT LEVEL)	SEE DIAG	THIS PLAN	LOTS IN THIS PLAN

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™	LICENSED SURVEYOR ROSS NICHOLSON	
	DATE REFERENCE 31393 VERSION - DRAWING -	ORIGINAL SHEET SIZE A3 SHEET 1 OF 64 SHEETS
	THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN	

PLAN OF SUBDIVISION

PS 810969G

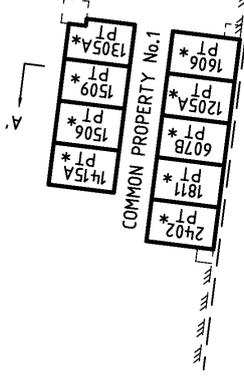
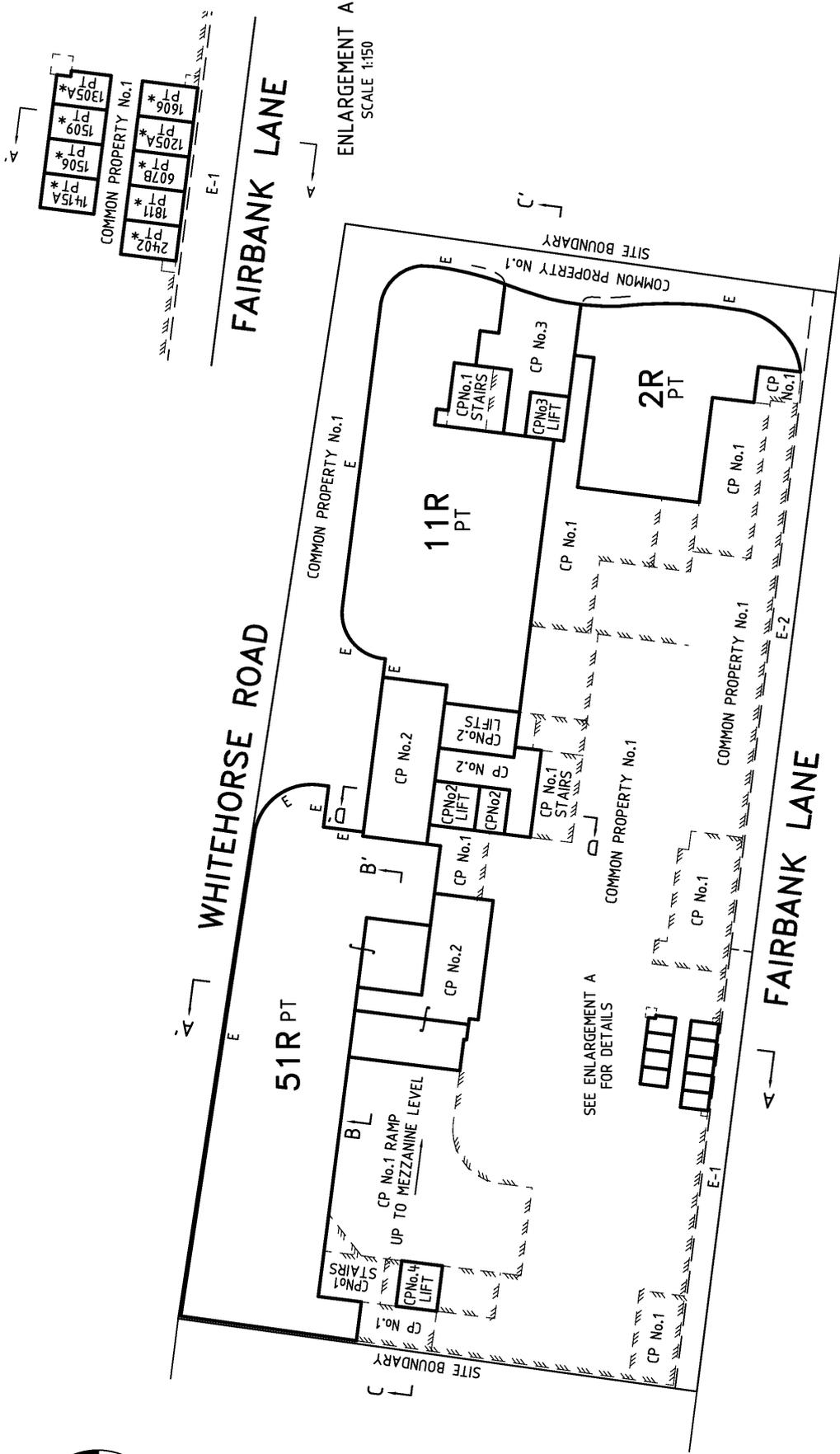
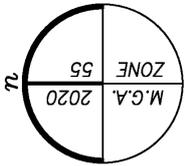


SITE DIAGRAM
DIAGRAM 1

LICENSED SURVEYOR ROSS NICHOLSON DATE - VERSION - REFERENCE 31393 DRAWING -	SCALE 1:300	ORIGINAL SHEET SIZE A3 SHEET 2
	LENGTHS ARE IN METRES 3 0 6 12	DEVELOP WITH CONFIDENCE™ Veris <small>Formerly Basco Johnson</small> Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au

PLAN OF SUBDIVISION

PS 810969G



ENLARGEMENT A
SCALE 1:150

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION A-A' FOR PART LOTS DENOTED BY '*'

GROUND LEVEL
DIAGRAM 2

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

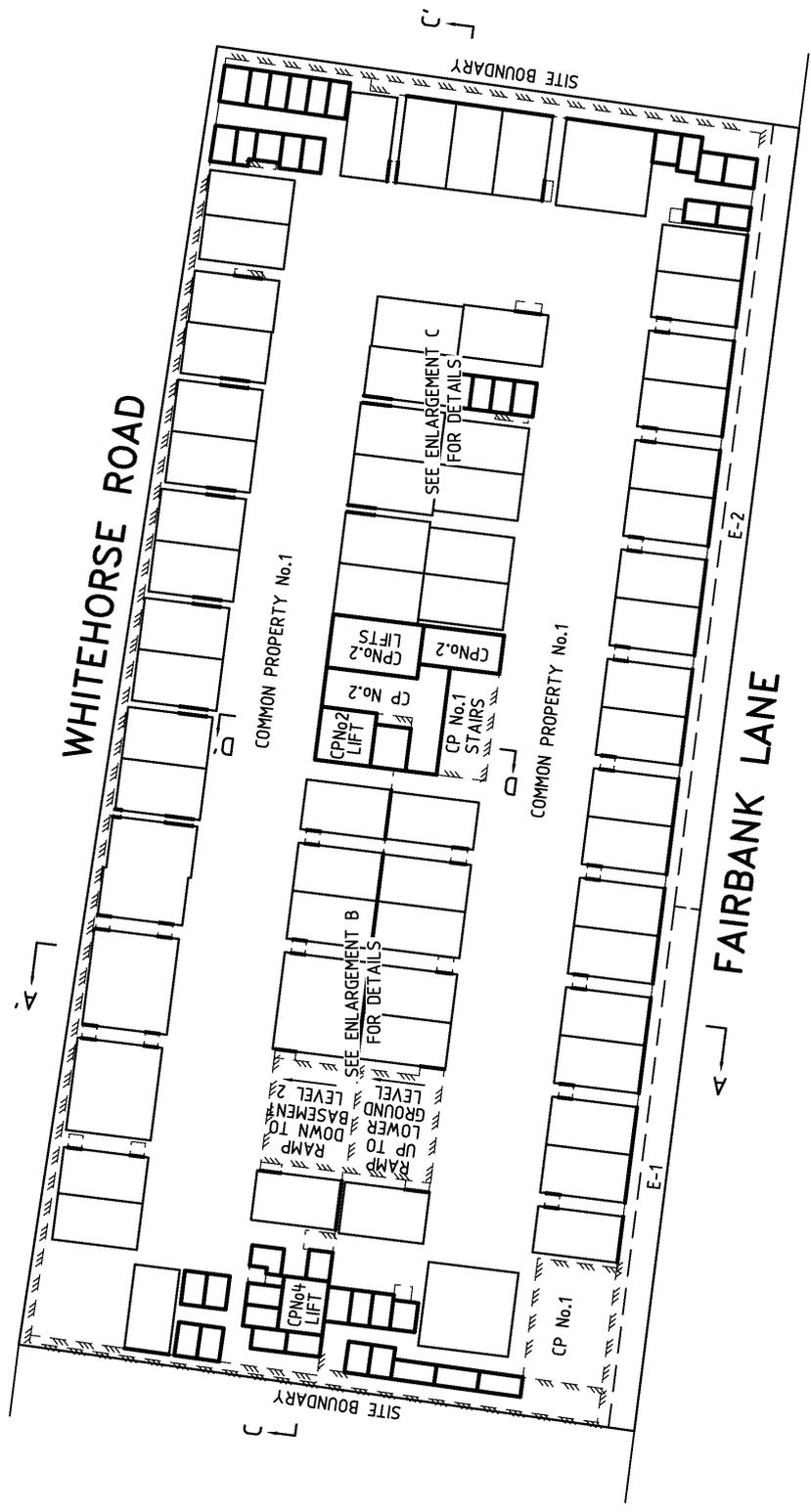
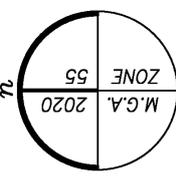
DEVELOP WITH CONFIDENCE™

LICENSED SURVEYOR	CHRISTOPHER POWELL
DATE	REFERENCE 31393003
VERSION	DRAWING

3	0	6	12
LENGTHS ARE IN METRES			
SCALE	1:300	ORIGINAL SHEET SIZE A3	SHEET 3

PS 810969G

PLAN OF SUBDIVISION



BASEMENT LEVEL 1
DIAGRAM 3

REFER TO SHEET 2 FOR EASEMENT DETAILS

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Southbank, Victoria 3006
03) 7019 8400
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LICENSED SURVEYOR **CHRISTOPHER POWELL**

DATE -
VERSION -

REFERENCE 31393003
DRAWING -

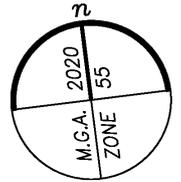
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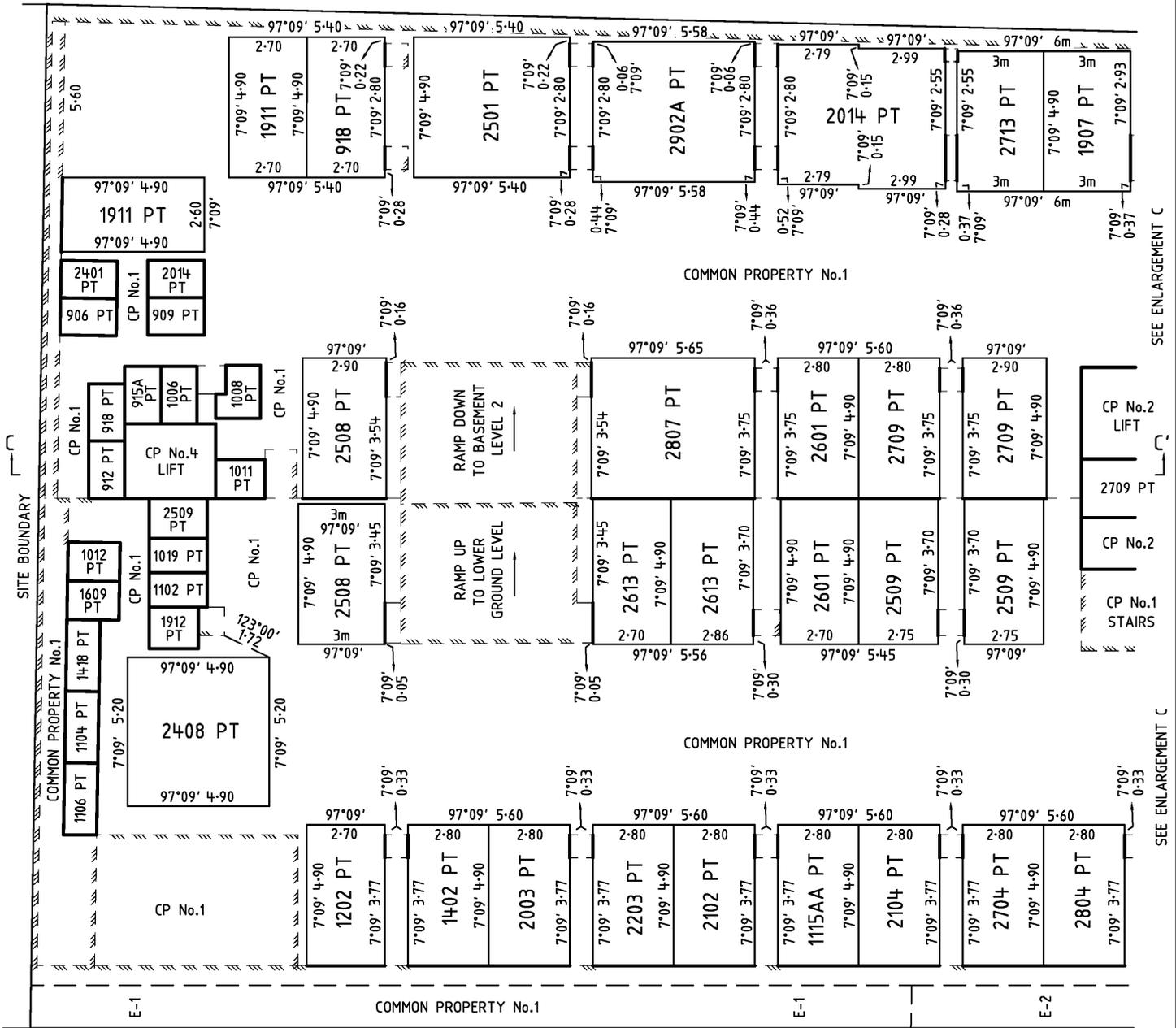
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SHEET 4

PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD



SEE ENLARGEMENT C

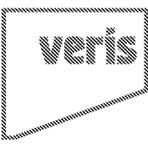
SEE ENLARGEMENT C

FAIRBANK LANE

BASEMENT LEVEL 1 (PART)
ENLARGEMENT B

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400

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www.veris.com.au
Formerly BOSCO Jonson



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE
1:150



DATE REFERENCE 31393003

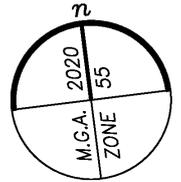
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 5

PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD

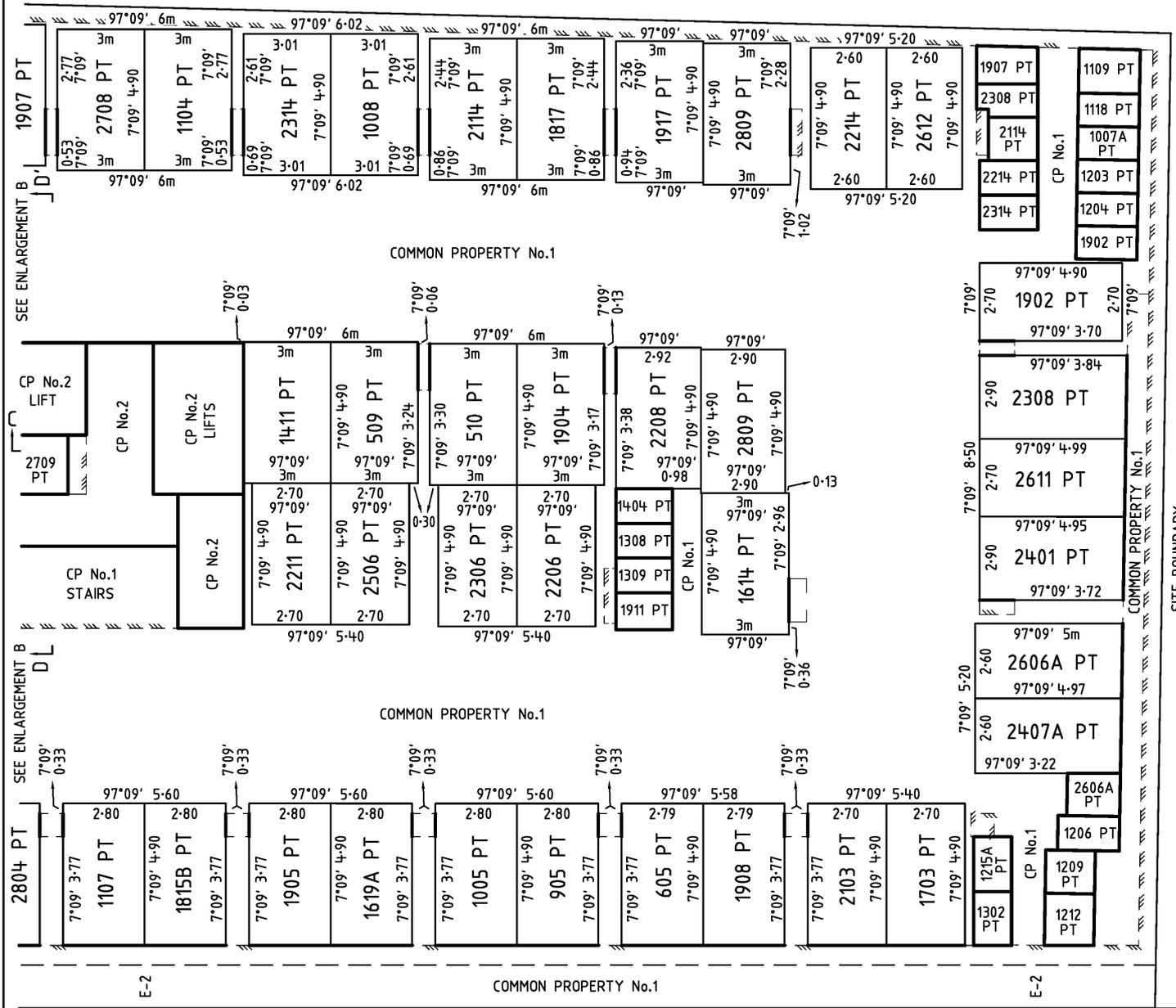
COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

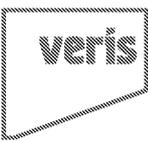
FAIRBANK LANE

BASEMENT LEVEL 1 (PART)
ENLARGEMENT C



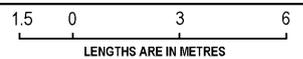
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LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE
1:150



DATE REFERENCE 31393003

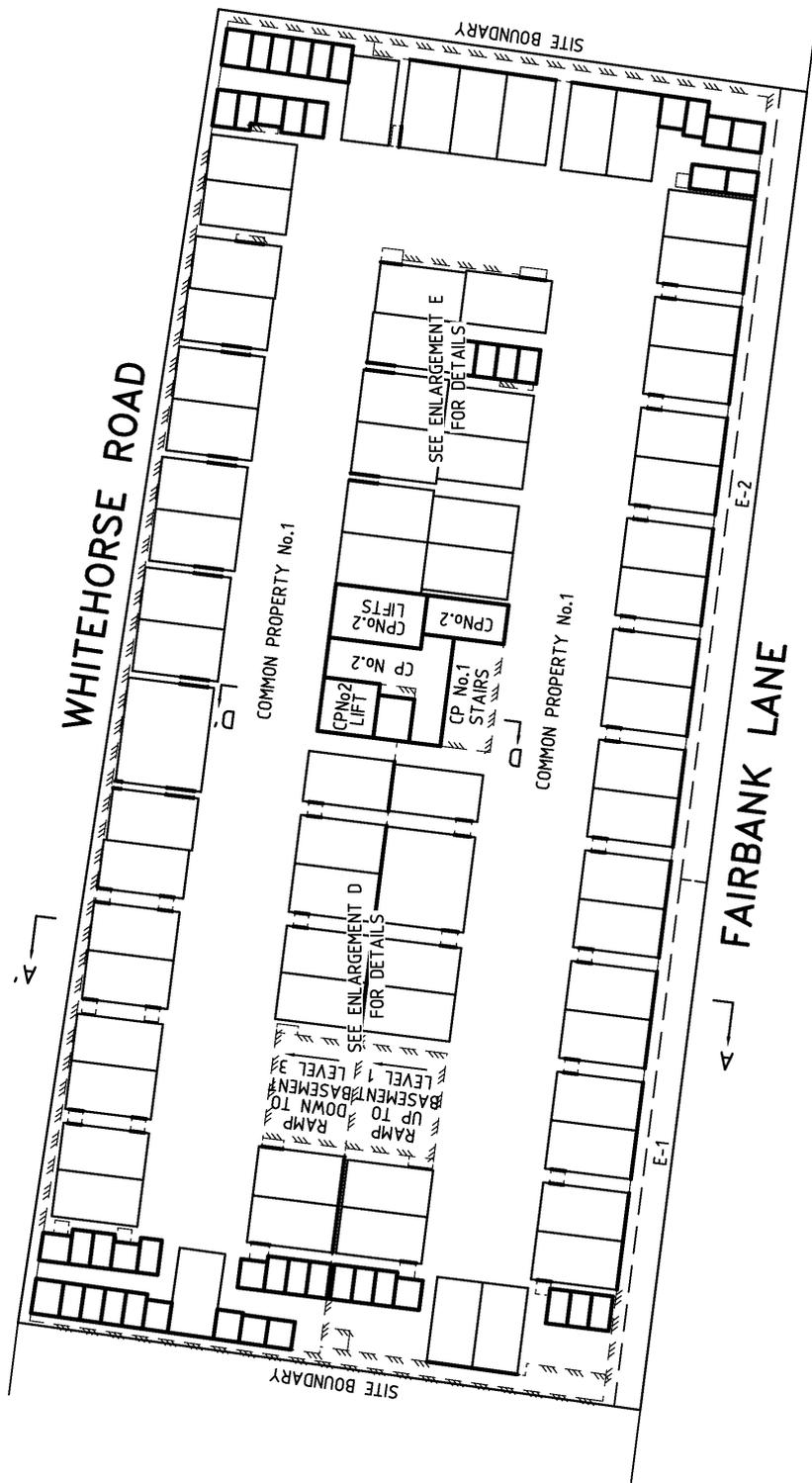
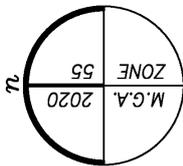
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 6

PS 810969G

PLAN OF SUBDIVISION



BASEMENT LEVEL 2
DIAGRAM 4

REFER TO SHEET 2 FOR EASEMENT DETAILS

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VERSION -
REFERENCE 31393003
DRAWING -

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LENGTHS ARE IN METRES

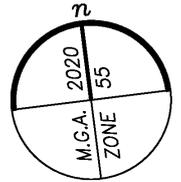
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SHEET 7

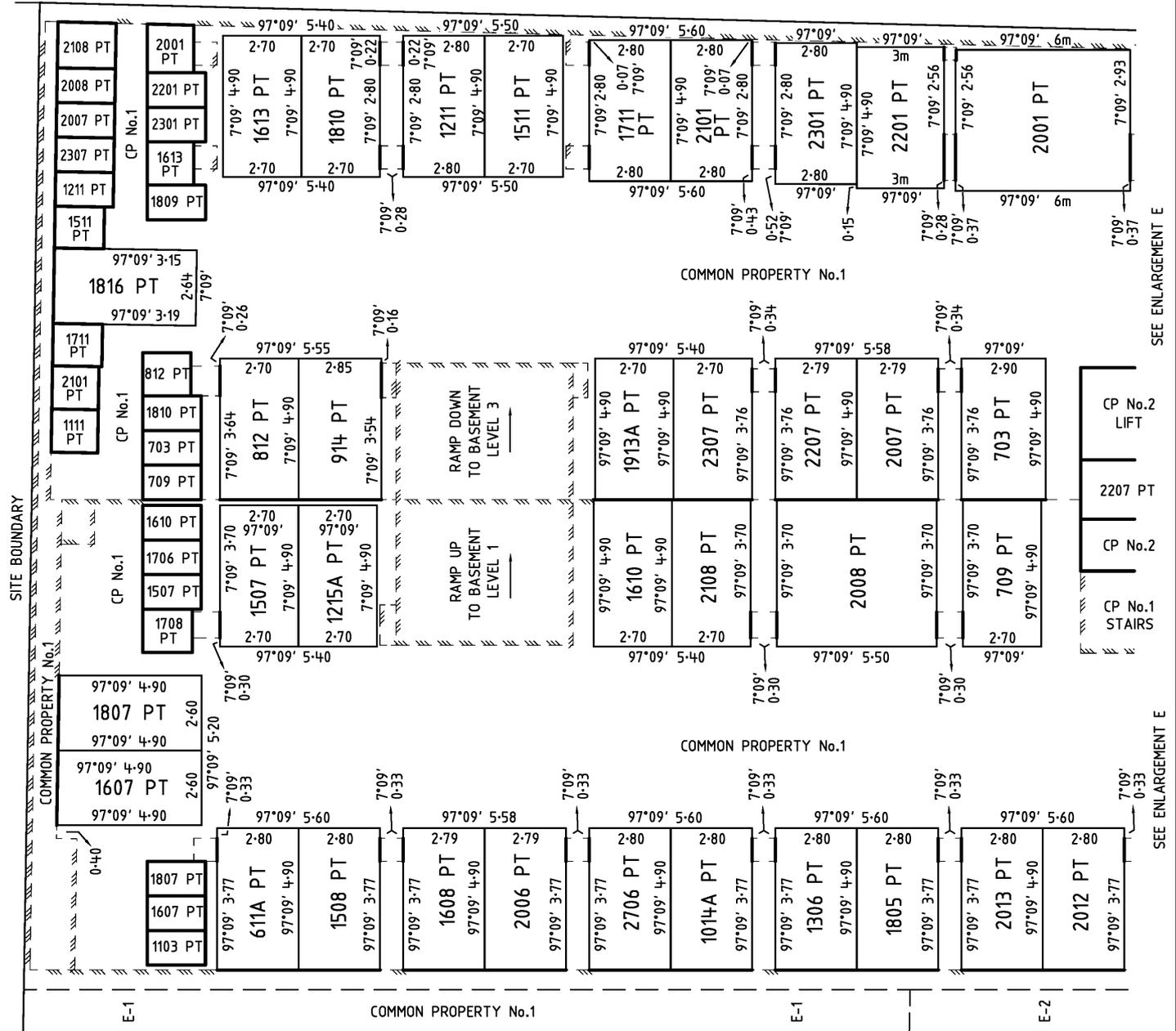
PLAN OF SUBDIVISION

PS 810969G

WHITEHORSE ROAD



A' ↓



SEE ENLARGEMENT E

SEE ENLARGEMENT E

A' ↓

FAIRBANK LANE

BASEMENT LEVEL 2 (PART)
ENLARGEMENT D

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SCALE
1:150



DATE REFERENCE 31393003

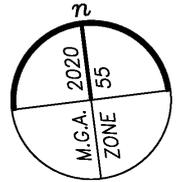
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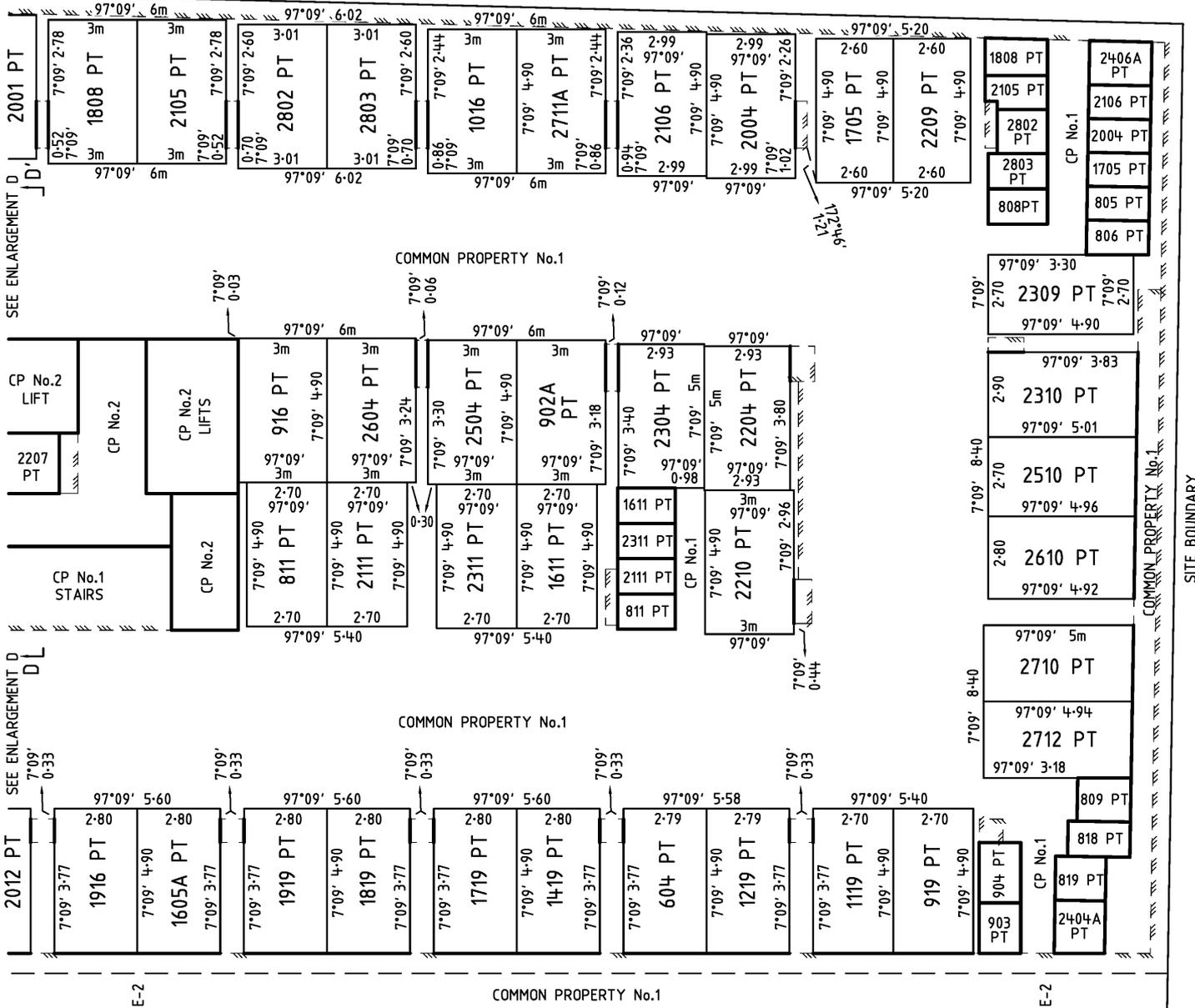
SHEET 8

PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD



FAIRBANK LANE

BASEMENT LEVEL 2 (PART)
ENLARGEMENT E

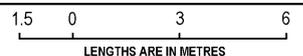
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SCALE
1:150



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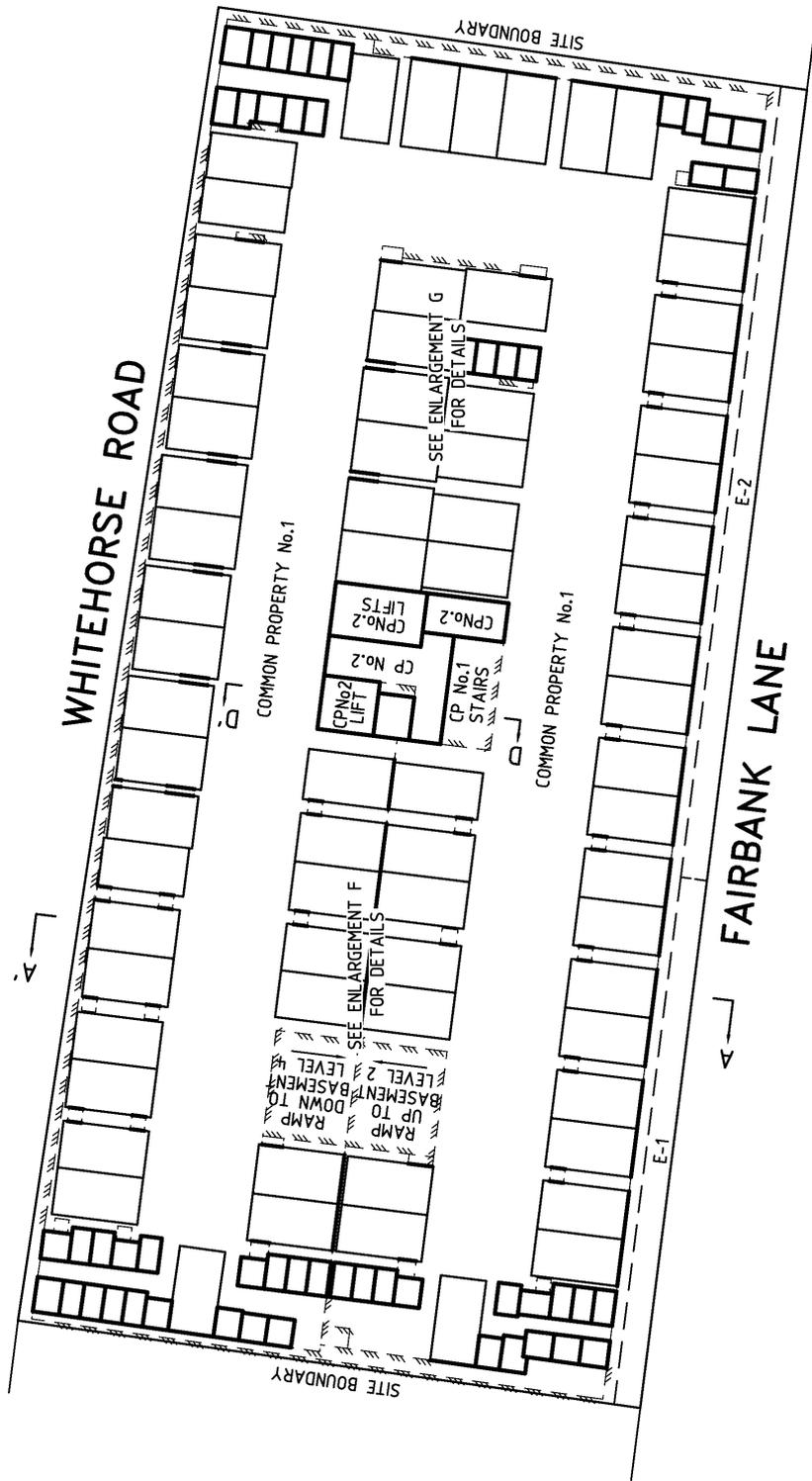
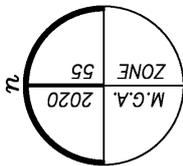
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 9

PS 810969G

PLAN OF SUBDIVISION



BASEMENT LEVEL 3
DIAGRAM 5

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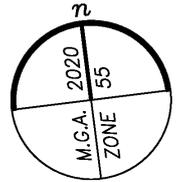
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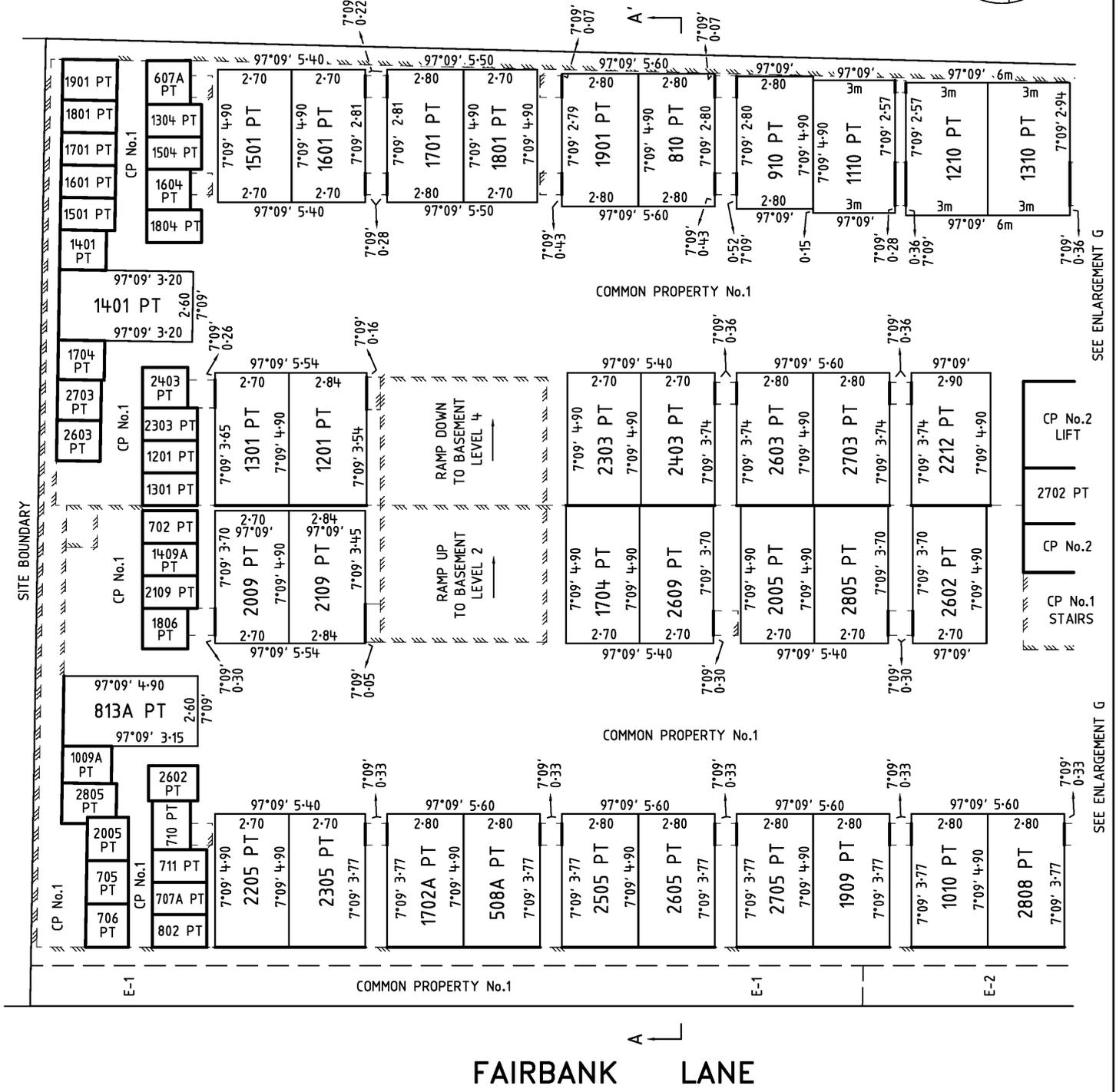
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SHEET 10

PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD

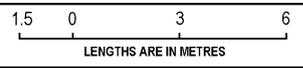


BASEMENT LEVEL 3 (PART)
ENLARGEMENT F

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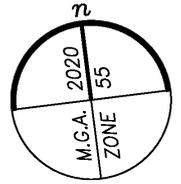
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DATE	REFERENCE 31393003
VERSION -	DRAWING -

SCALE	1:150
ORIGINAL SHEET SIZE	A3
SHEET	11

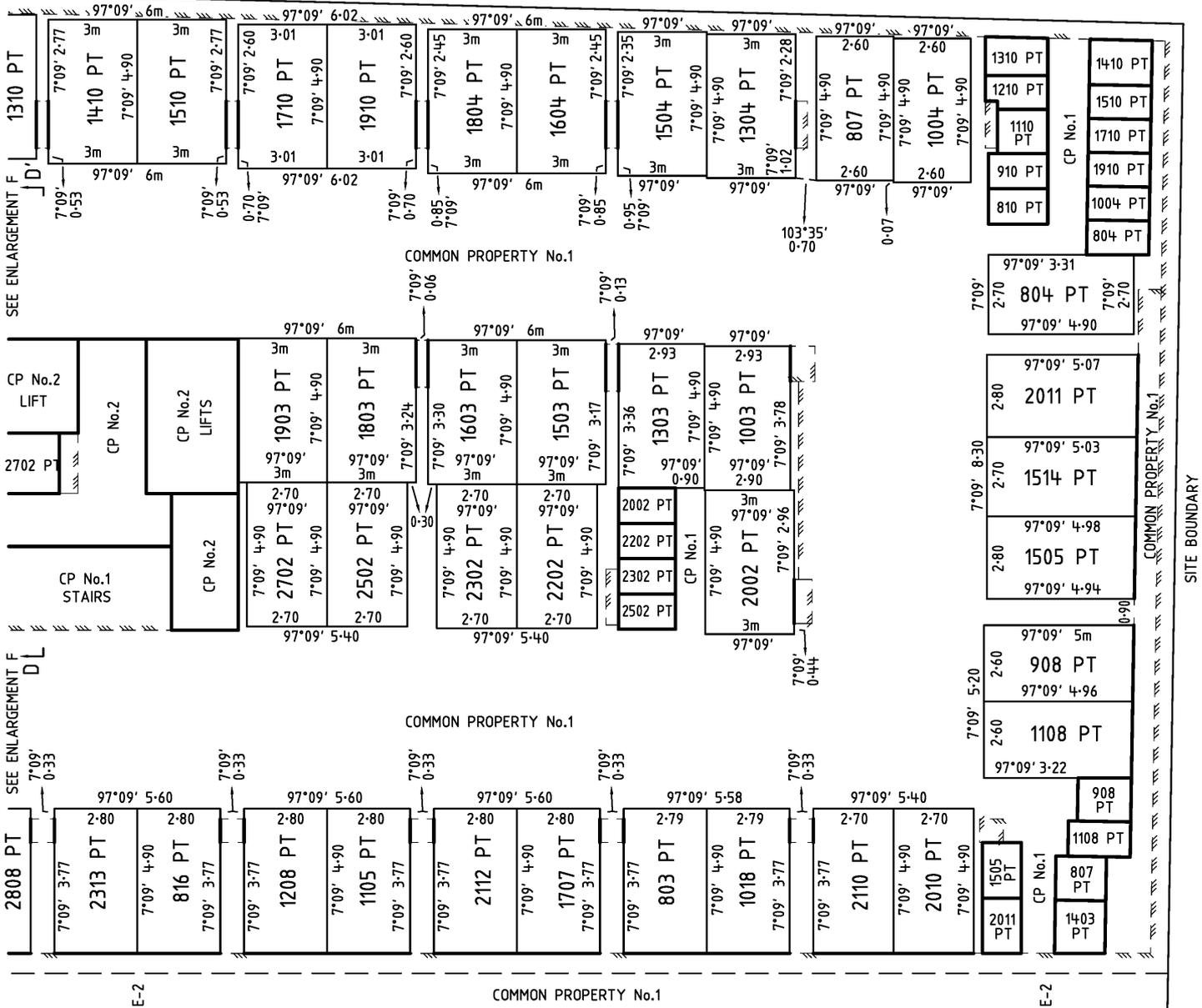


PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD



FAIRBANK LANE

BASEMENT LEVEL 3 (PART)
ENLARGEMENT G

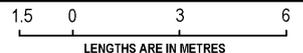
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SCALE
1:150



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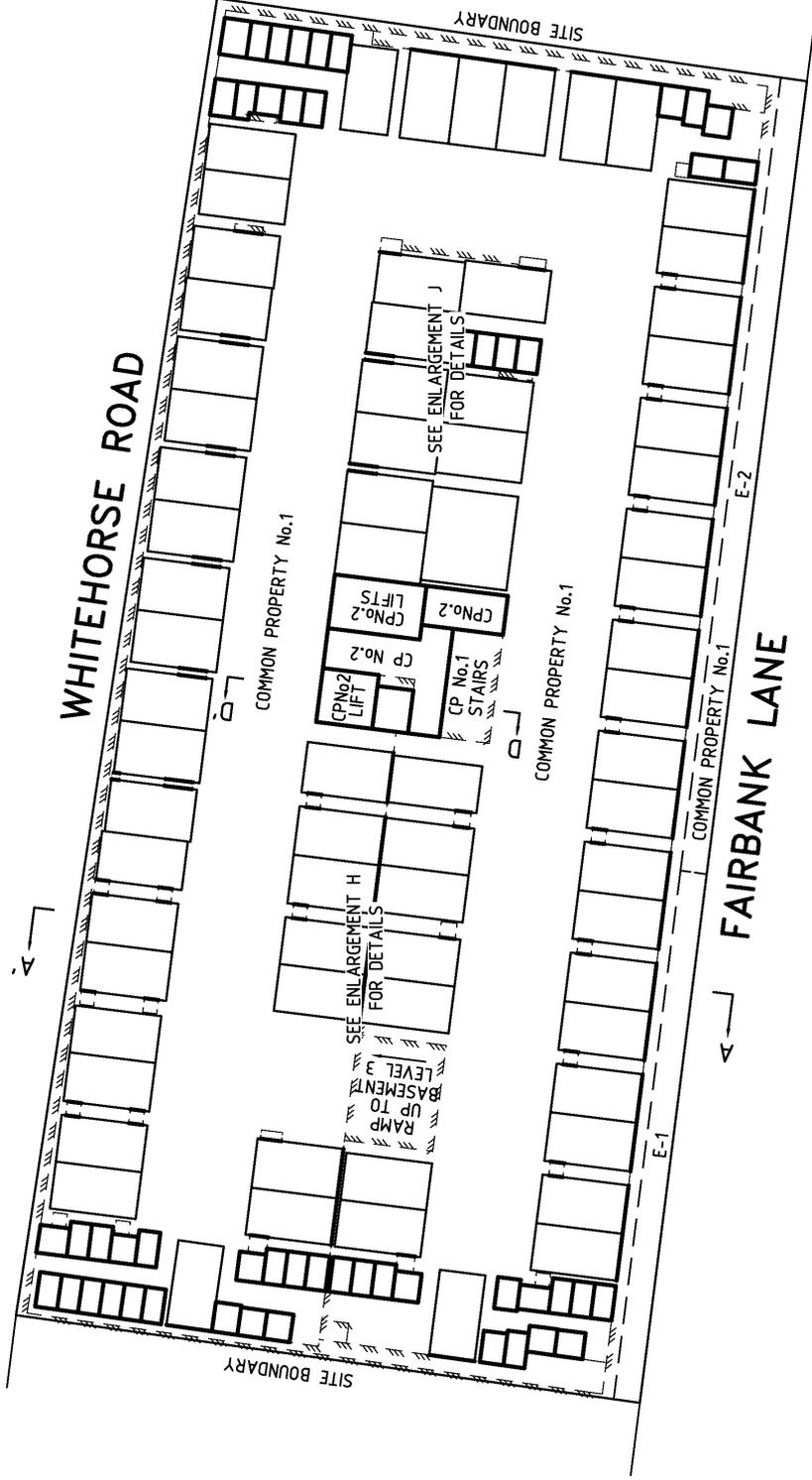
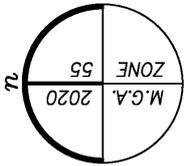
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 12

PS 810969G

PLAN OF SUBDIVISION



BASEMENT LEVEL 4
DIAGRAM 6

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LENGTHS ARE IN METRES

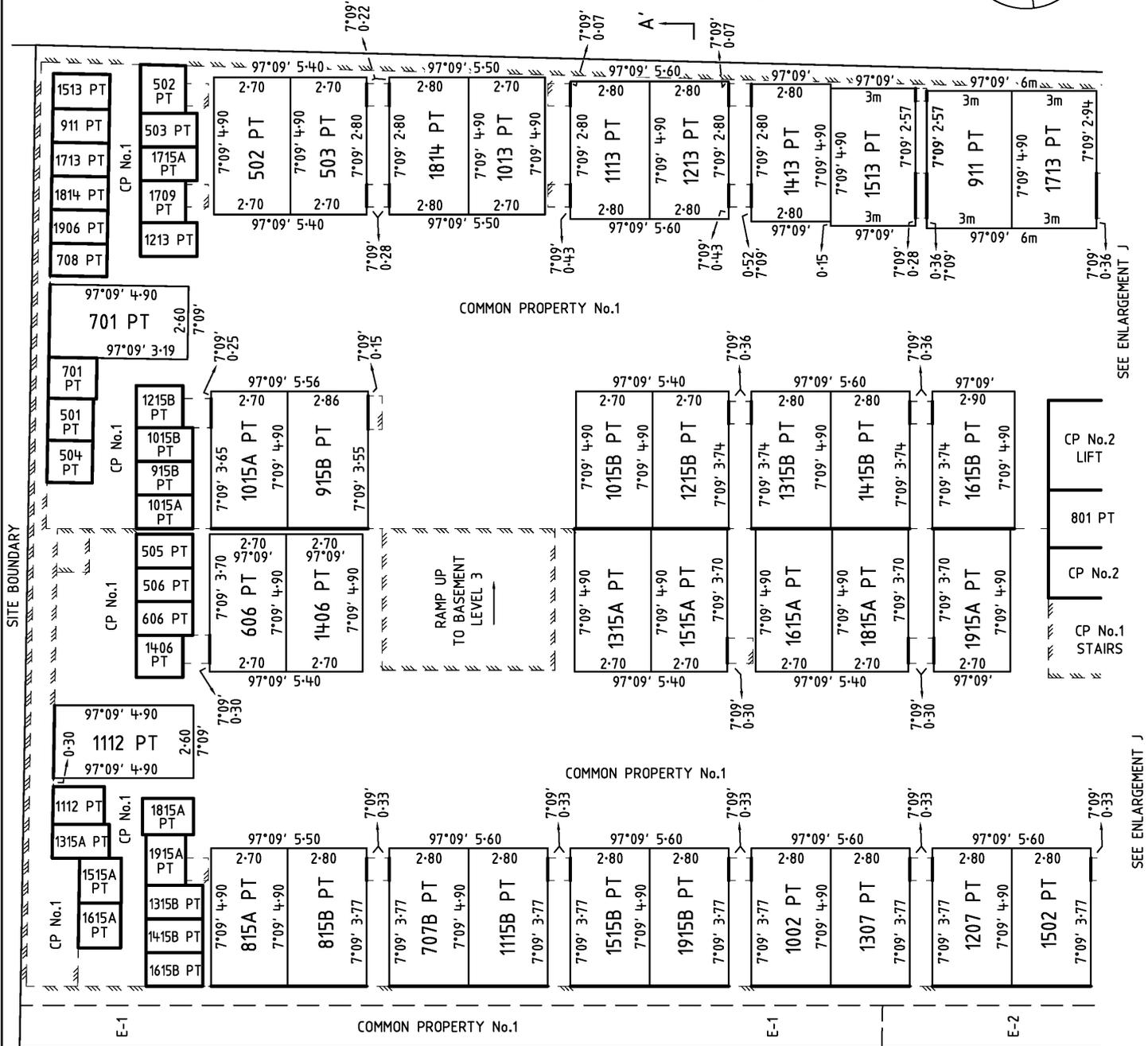
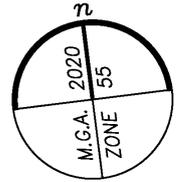
SCALE 1:300

ORIGINAL SHEET SIZE A3
SHEET 13

PLAN OF SUBDIVISION

PS 810969G

WHITEHORSE ROAD



FAIRBANK LANE

BASEMENT LEVEL 4 (PART)
ENLARGEMENT H

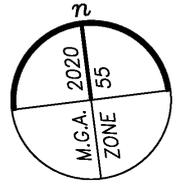
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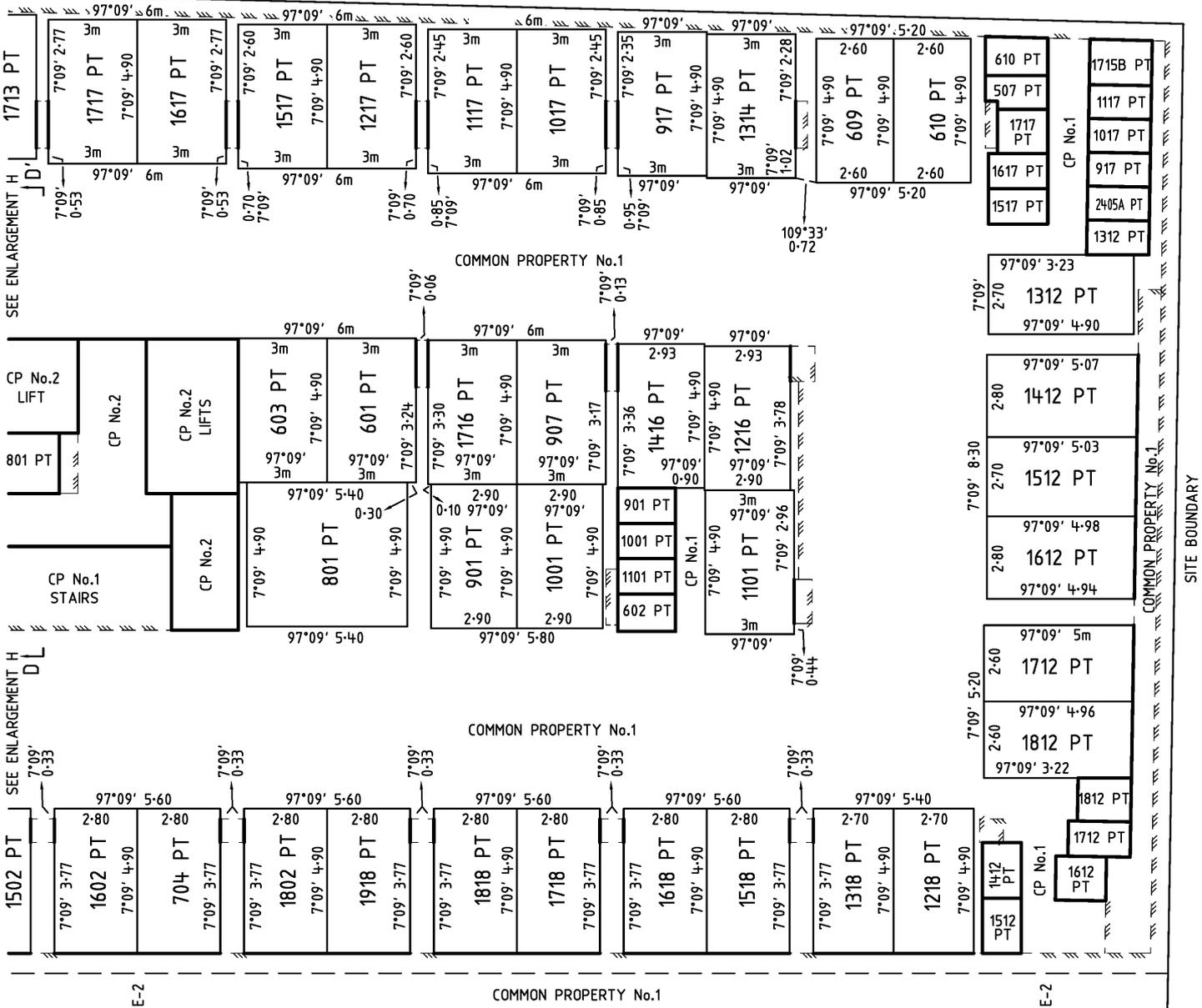
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LENGTHS ARE IN METRES
ORIGINAL SHEET SIZE A3
SHEET 14

PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD

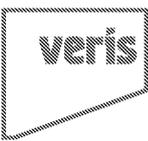


FAIRBANK LANE

BASEMENT LEVEL 4 (PART)
ENLARGEMENT J

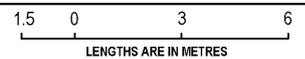
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SCALE
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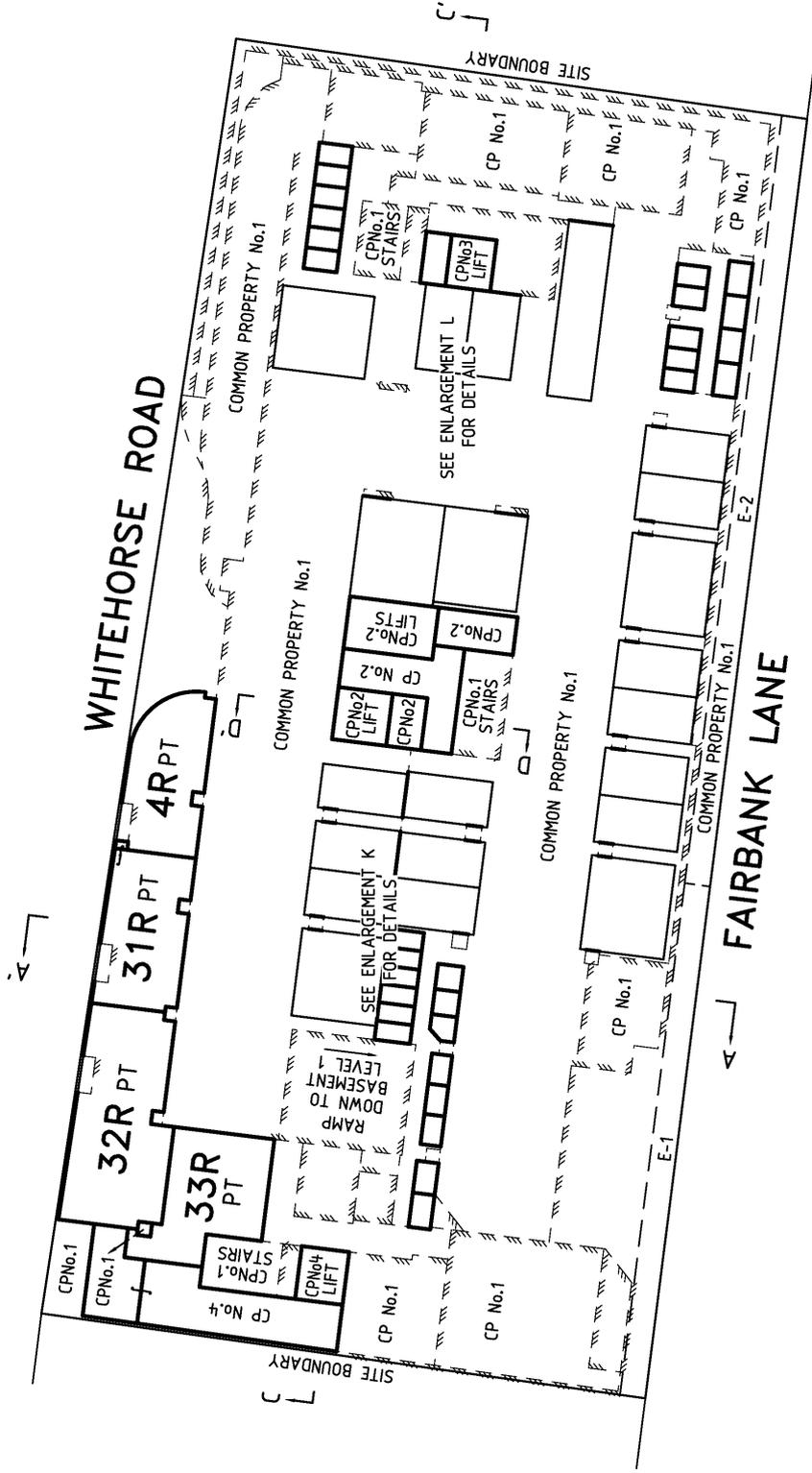
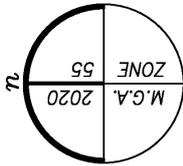
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 15

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PLAN OF SUBDIVISION



LOWER GROUND LEVEL
DIAGRAM 7

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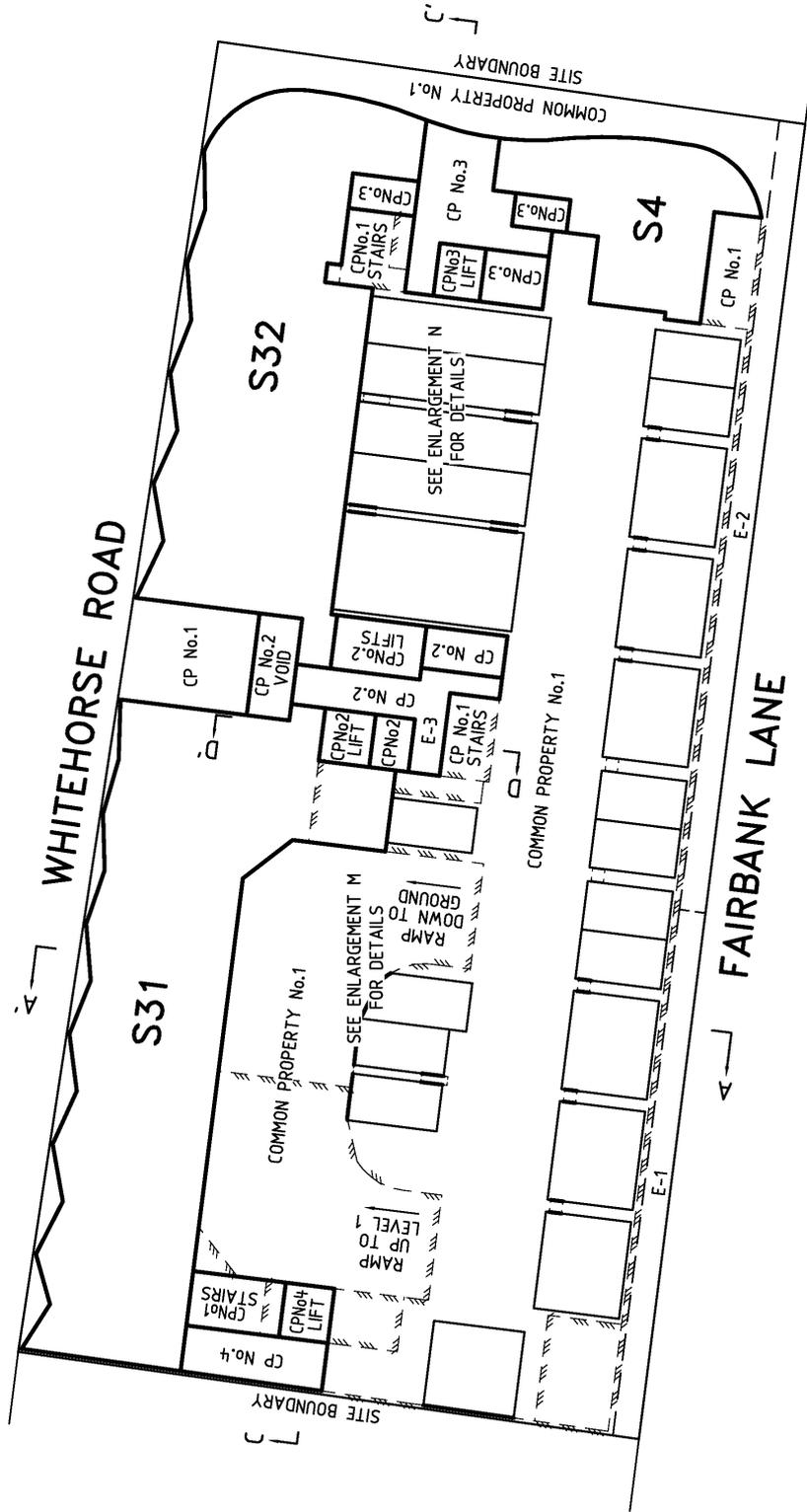
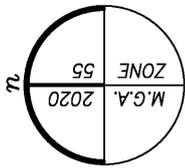
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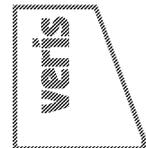
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MEZZANINE LEVEL
DIAGRAM 8

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LENGTHS ARE IN METRES

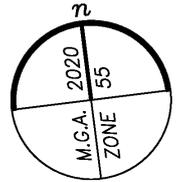
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SHEET 19

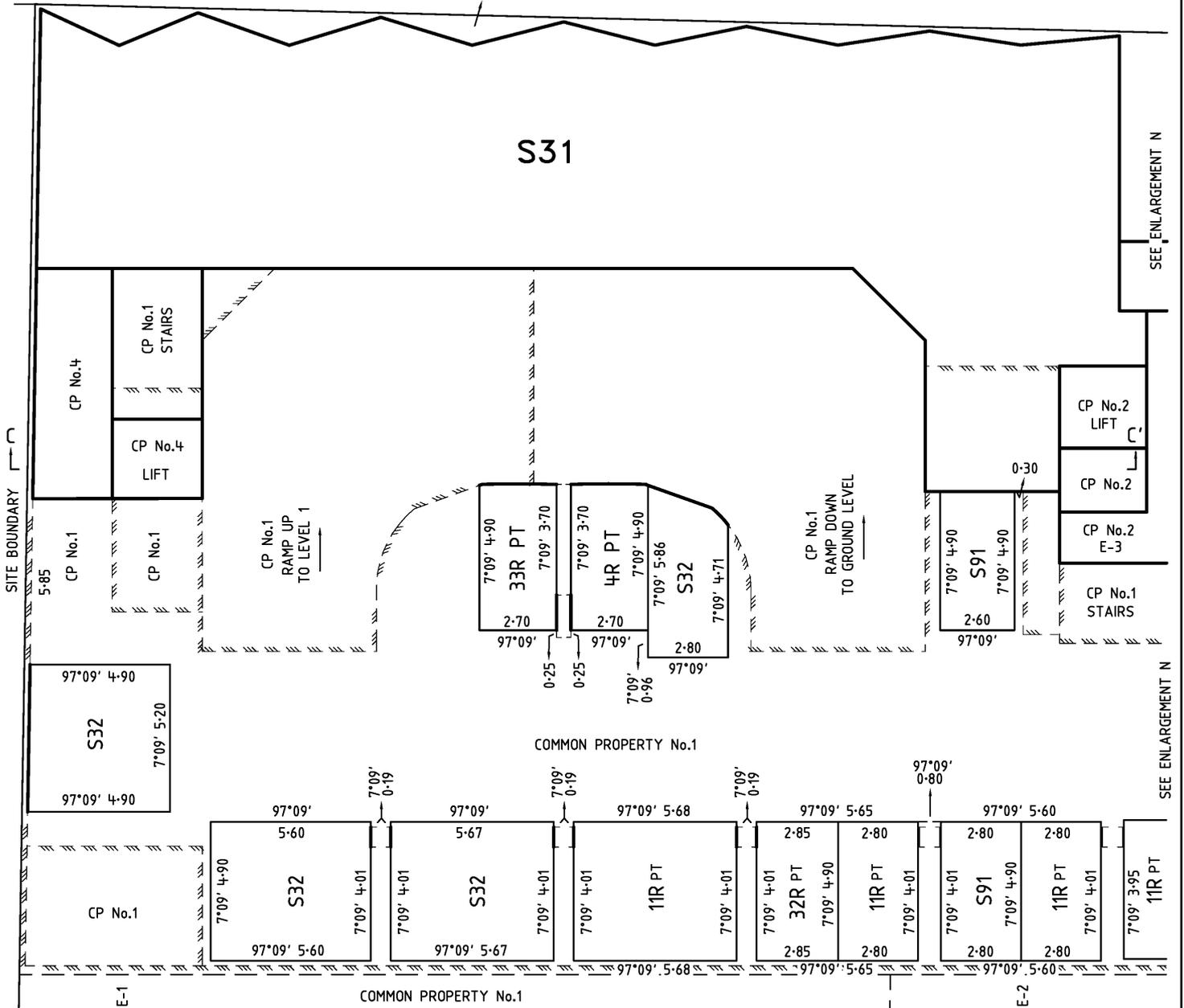
PLAN OF SUBDIVISION

PS 810969G

WHITEHORSE ROAD



S31



FAIRBANK LANE

MEZZANINE LEVEL (PART)
ENLARGEMENT M

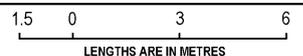
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SCALE
1:150

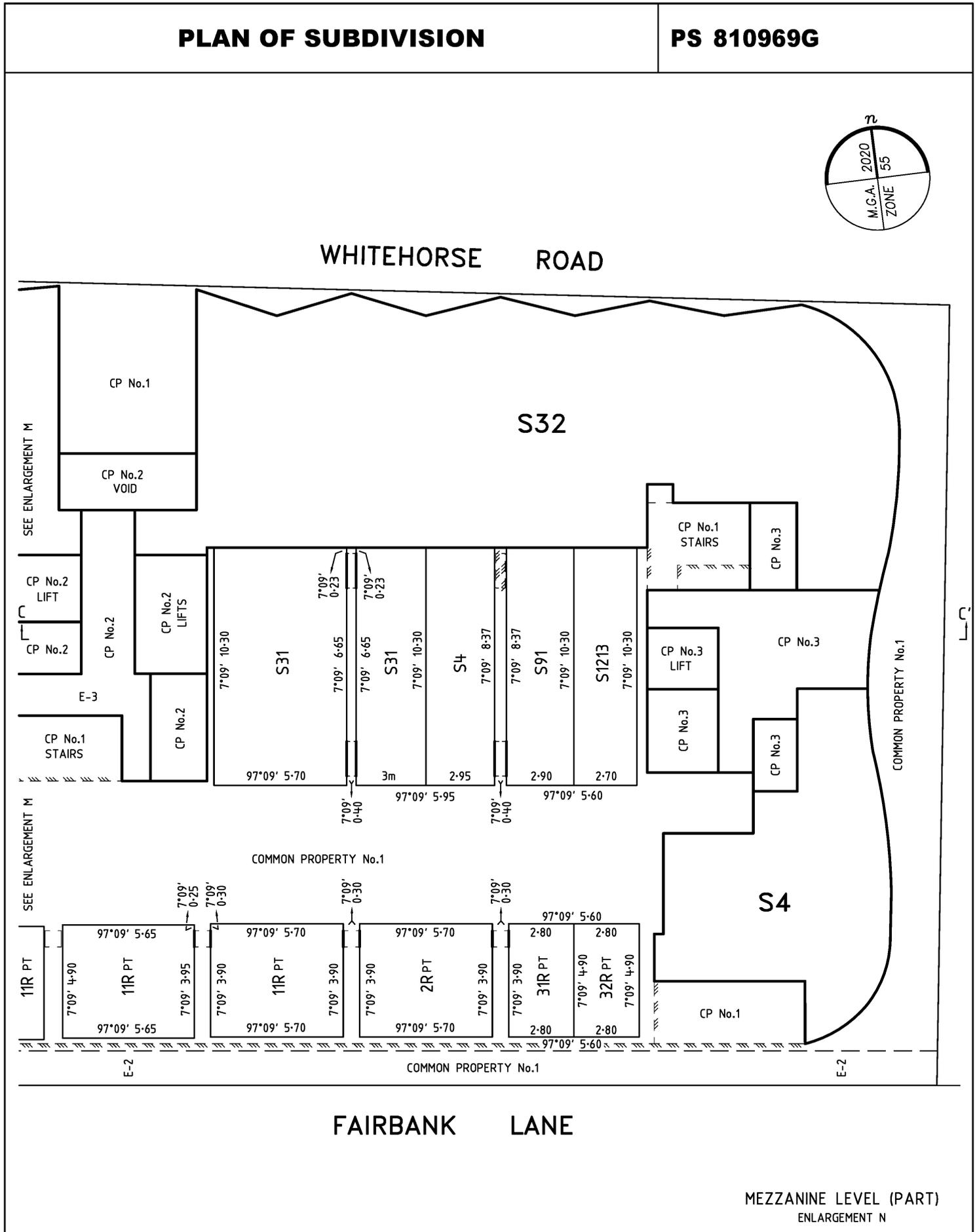


DATE REFERENCE 31393003

VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

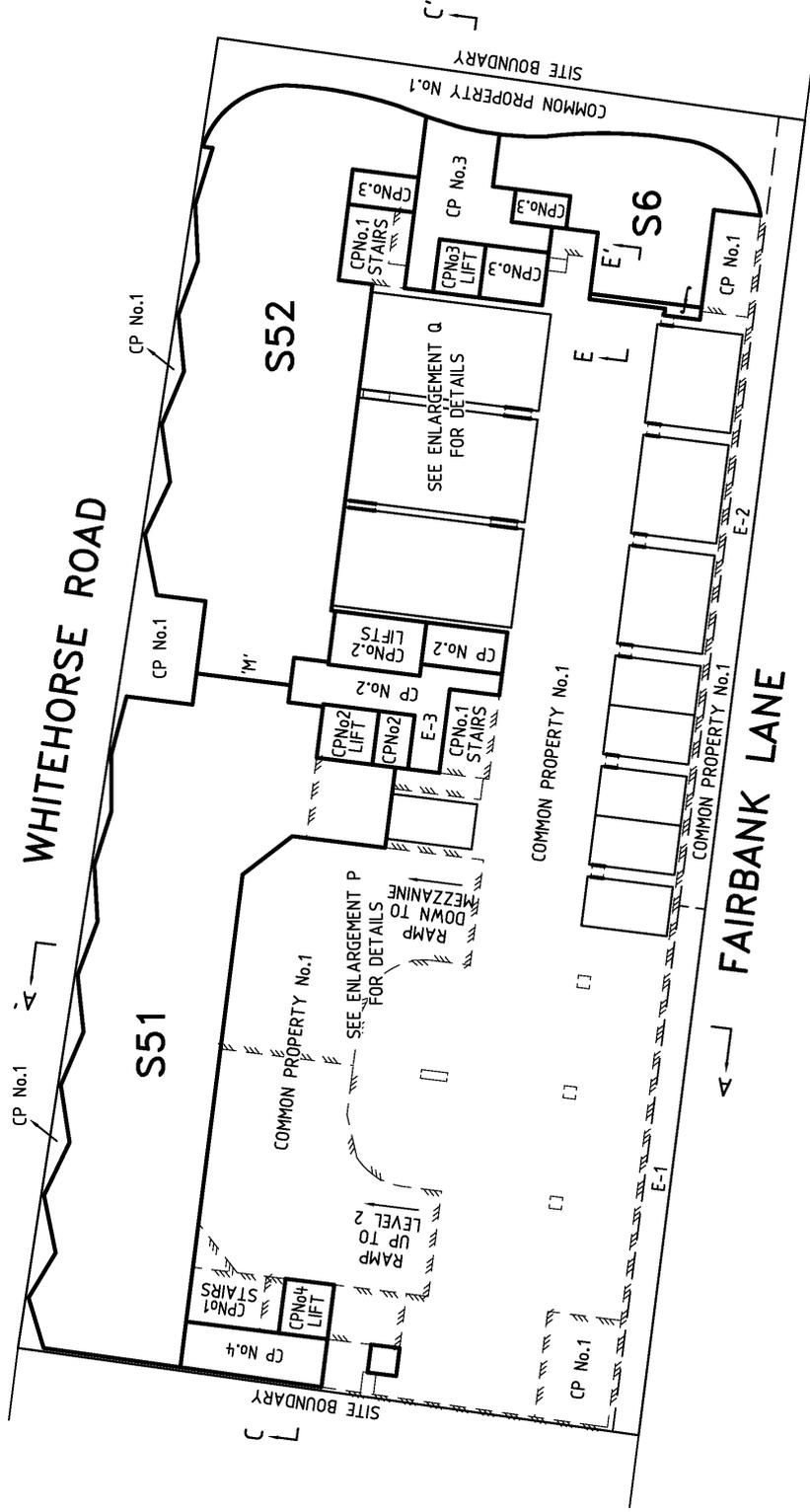
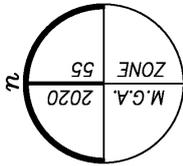
SHEET 20



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	DATE REFERENCE 31393003	ORIGINAL SHEET SIZE A3		
	VERSION - DRAWING -	SHEET 21		

PLAN OF SUBDIVISION

PS 810969G



LEVEL 1
DIAGRAM 9

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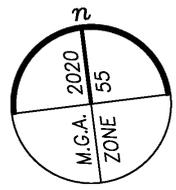
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SCALE 1:300

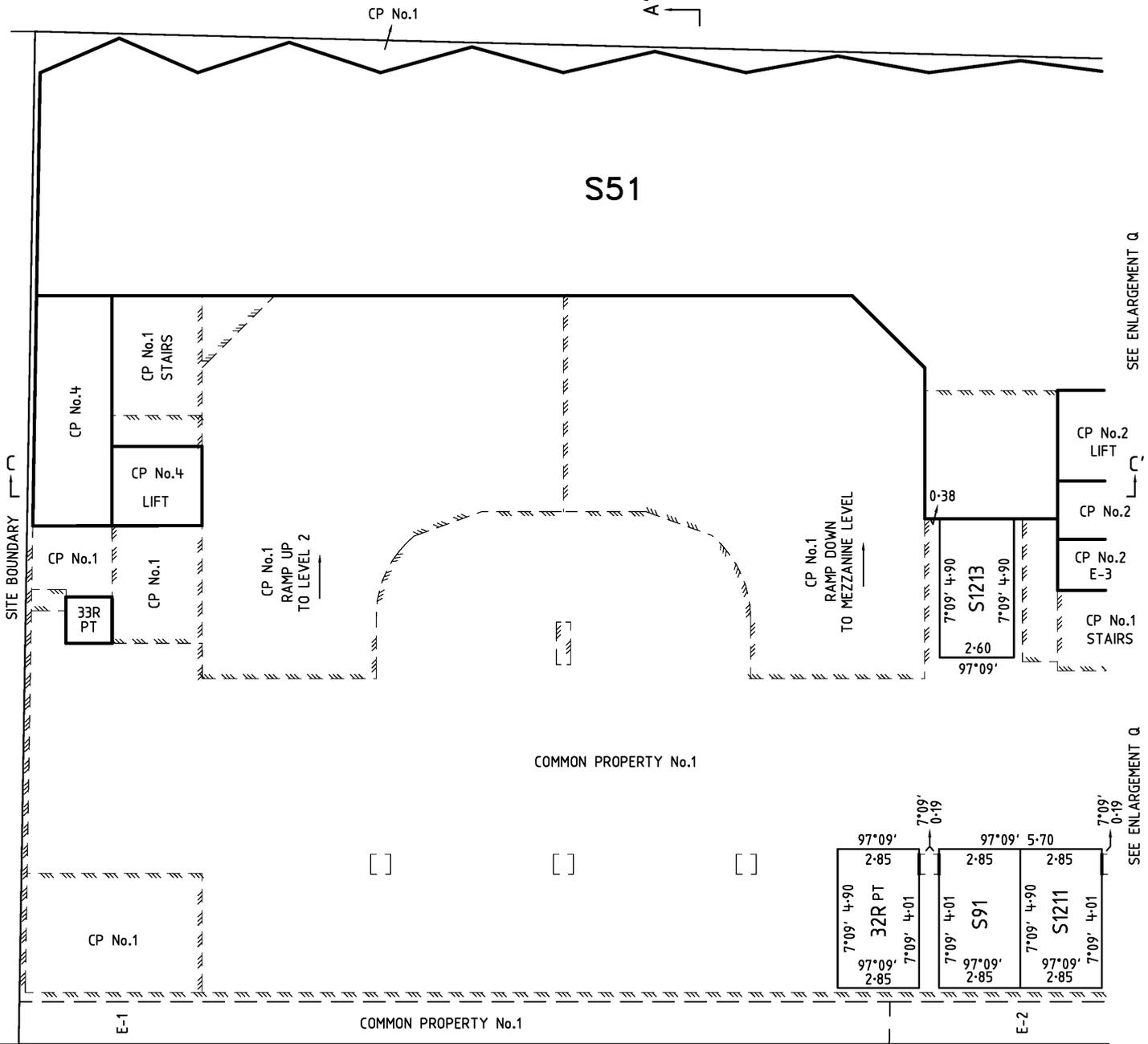
ORIGINAL SHEET SIZE A3
SHEET 22

PLAN OF SUBDIVISION **PS 810969G**



WHITEHORSE ROAD

S51



SEE ENLARGEMENT Q

SEE ENLARGEMENT Q

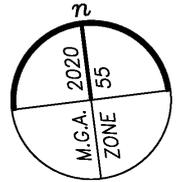
FAIRBANK LANE

LEVEL 1 (PART)
ENLARGEMENT P

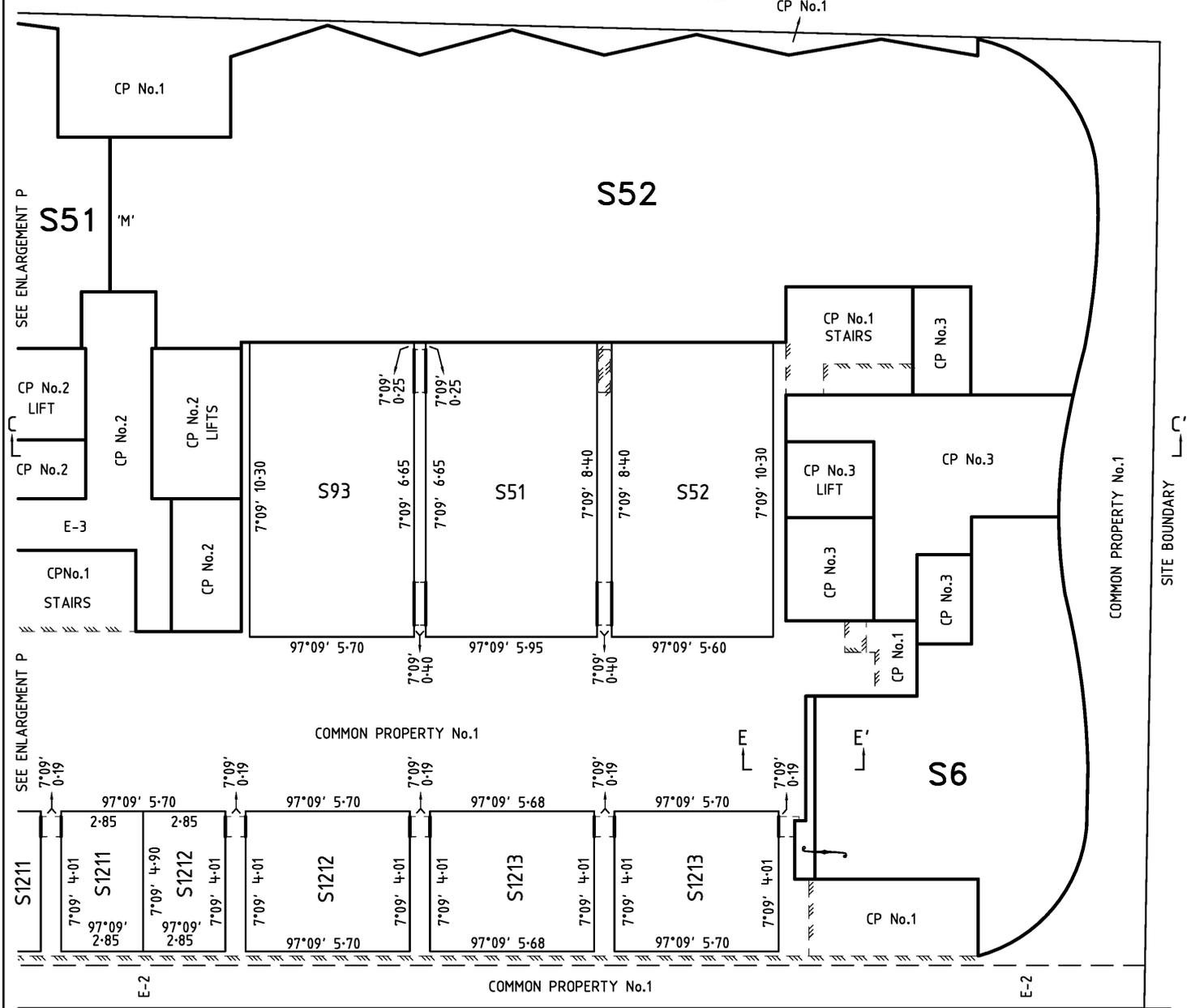
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	DATE REFERENCE 31393003	ORIGINAL SHEET SIZE A3		
	VERSION - DRAWING -	SHEET 23		

PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD



FAIRBANK LANE

LEVEL 1 (PART)
ENLARGEMENT Q

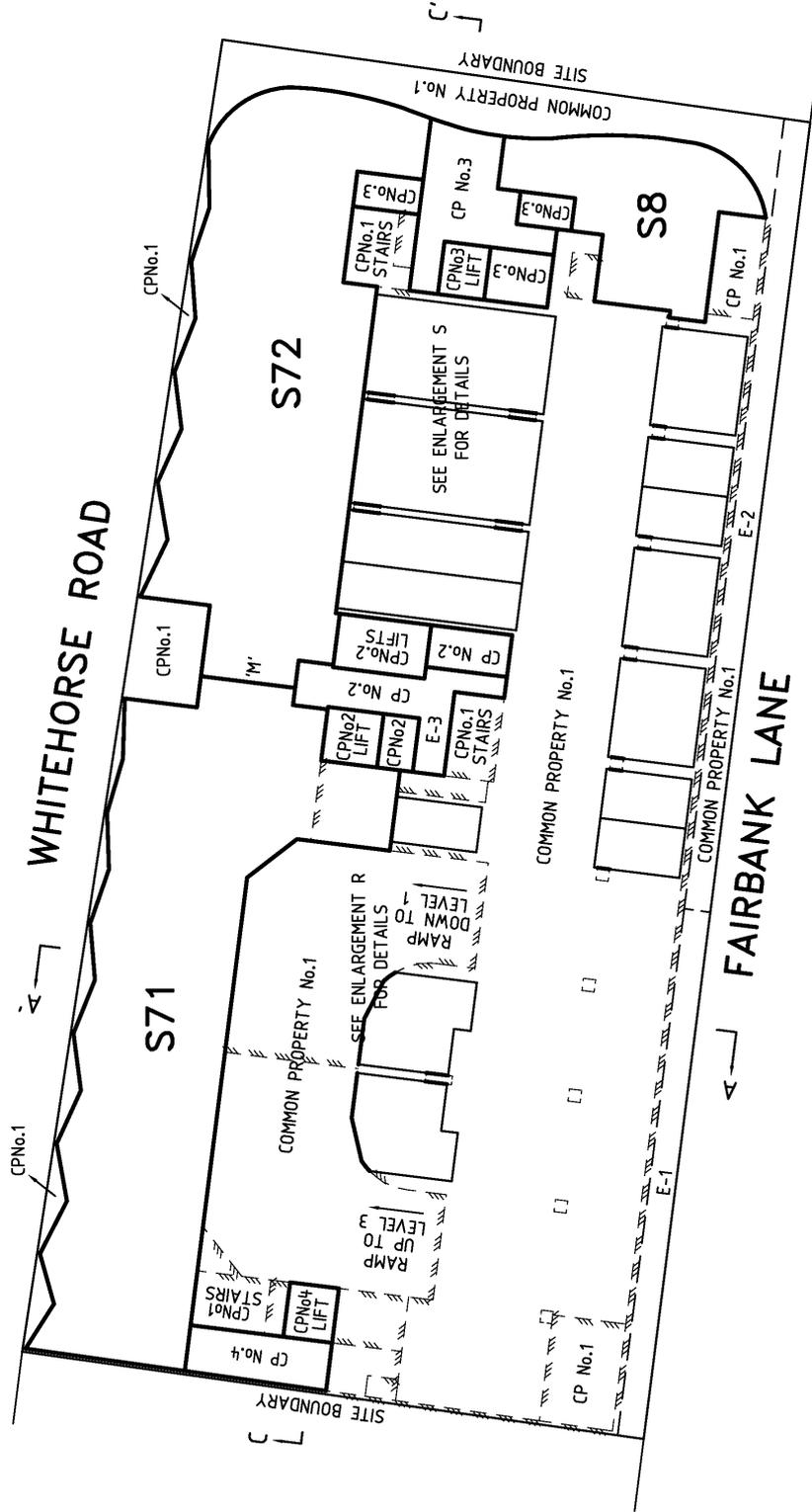
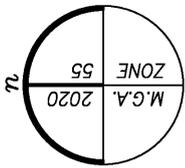
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DATE	REFERENCE 31393003
VERSION -	DRAWING -

SCALE	1:150
<p>LENGTHS ARE IN METRES</p>	
ORIGINAL SHEET SIZE A3	
SHEET 24	

PS 810969G

PLAN OF SUBDIVISION



LEVEL 2
DIAGRAM 10

SCALE
1:300

LENGTHS ARE IN METRES
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ORIGINAL SHEET SIZE A3
SHEET 25

REFER TO SHEET 2 FOR EASEMENT DETAILS



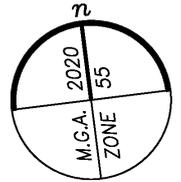
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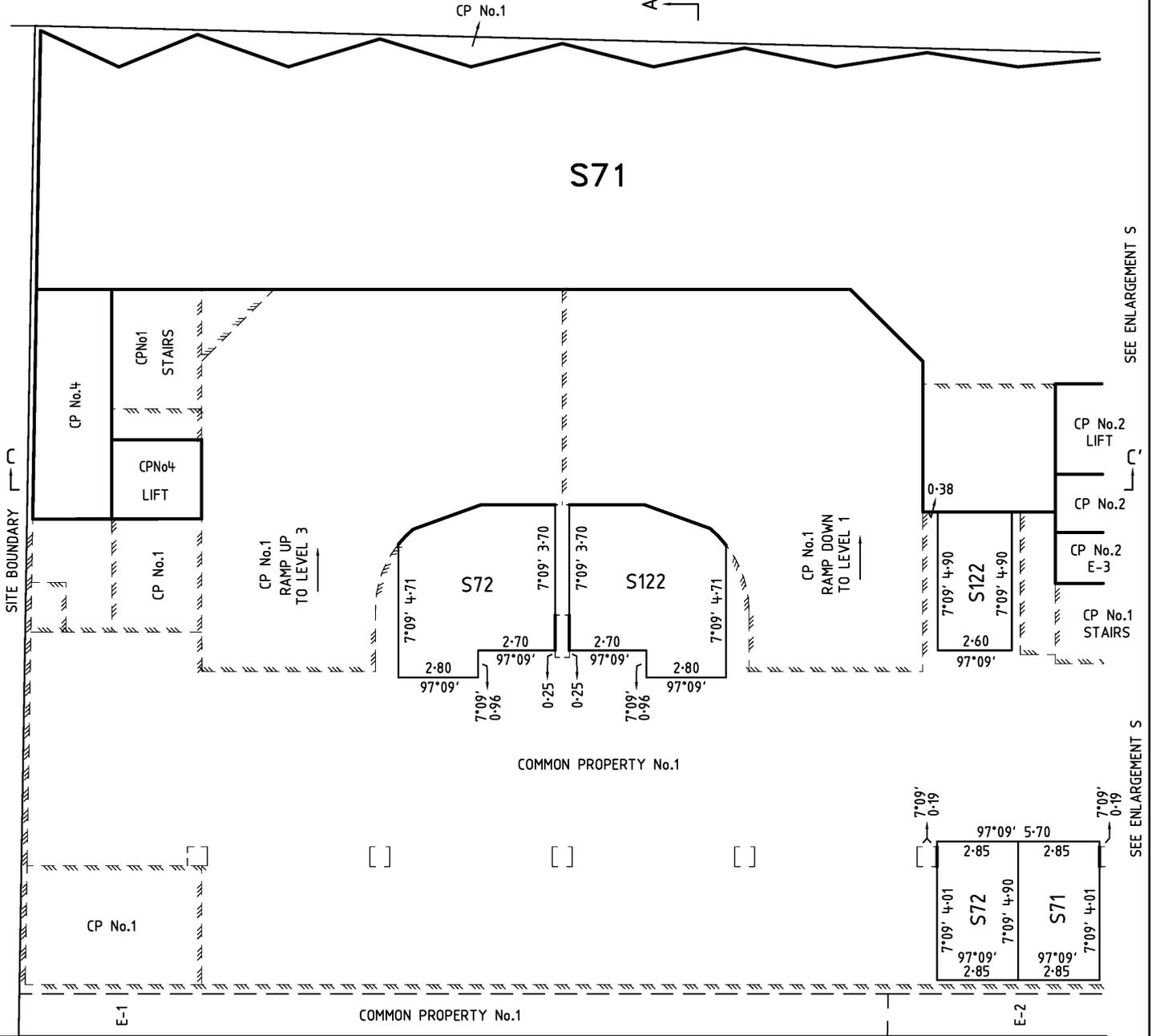
PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD

S71



SEE ENLARGEMENT S

SEE ENLARGEMENT S

FAIRBANK LANE

**LEVEL 2 (PART)
ENLARGEMENT R**

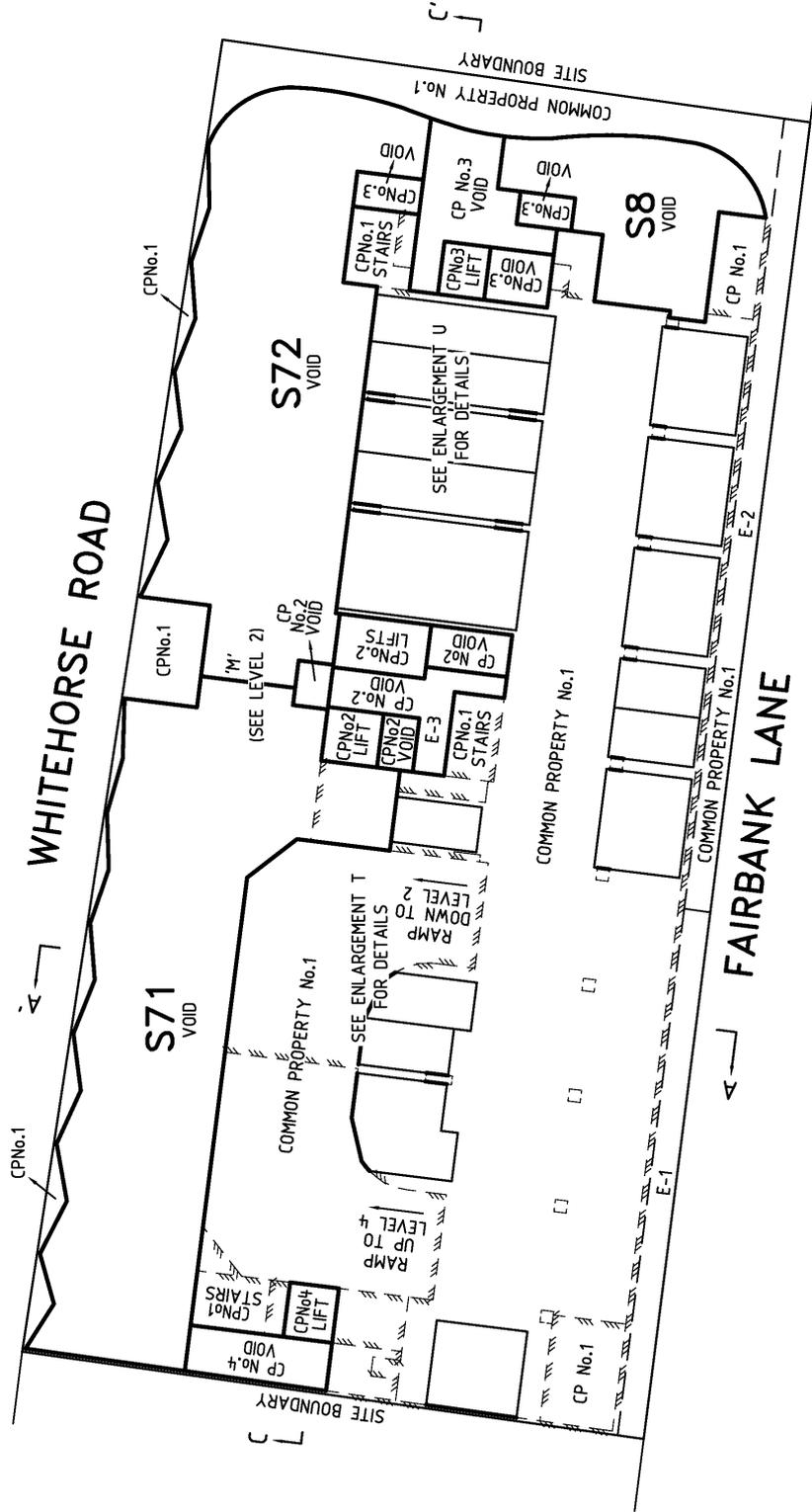
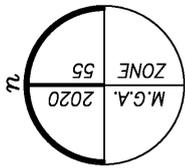
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DATE	REFERENCE 31393003	ORIGINAL SHEET SIZE A3
VERSION -	DRAWING -	SHEET 26

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LEVEL 3
DIAGRAM 11

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VERSION DRAWING -

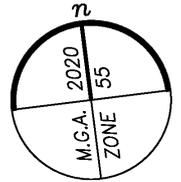
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SCALE 1:300

ORIGINAL SHEET SIZE A3
SHEET 28

PLAN OF SUBDIVISION

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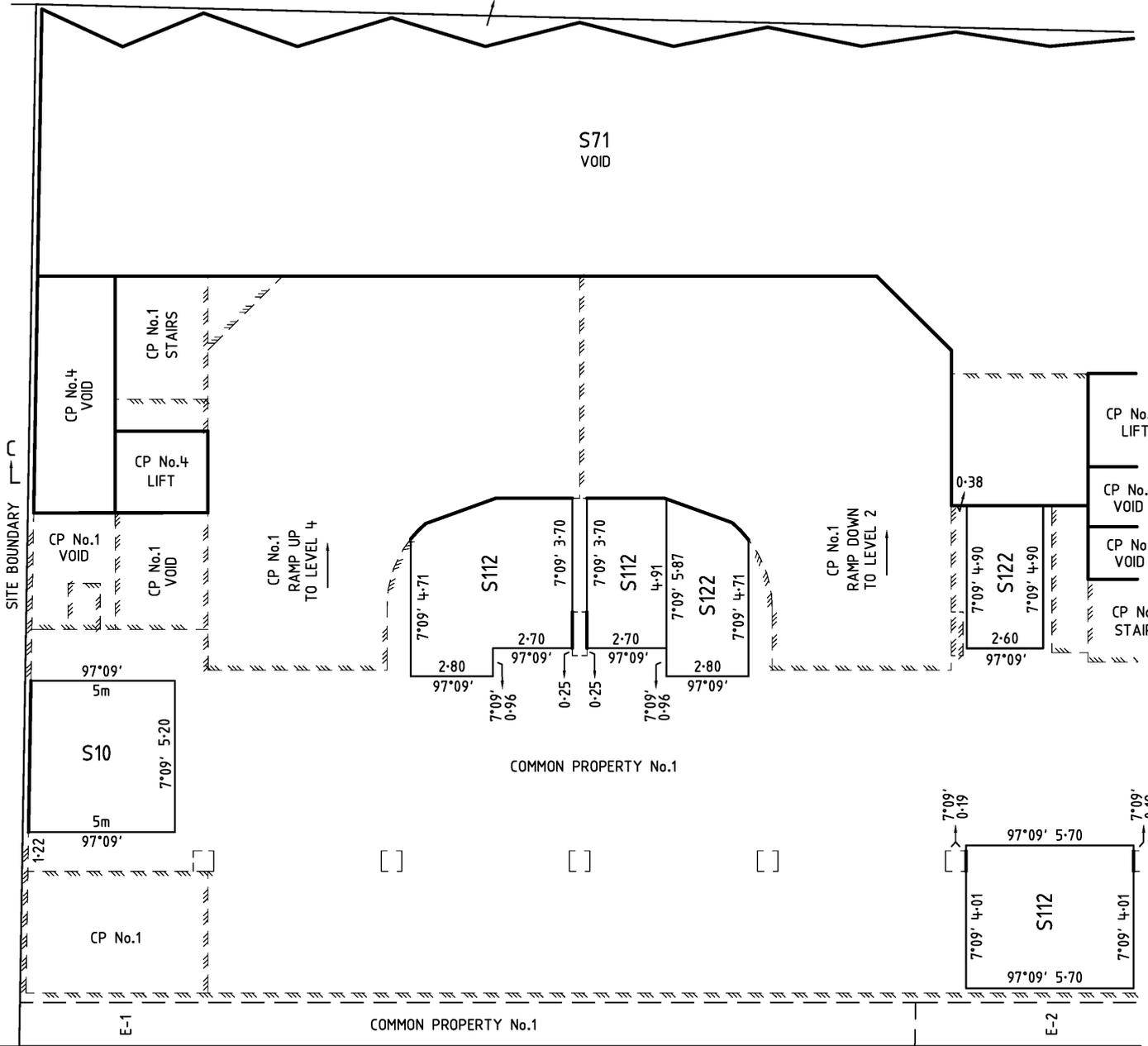


WHITEHORSE ROAD

CP No.1



S71
VOID



SEE ENLARGEMENT U

SEE ENLARGEMENT U

FAIRBANK LANE

**LEVEL 3 (PART)
ENLARGEMENT T**

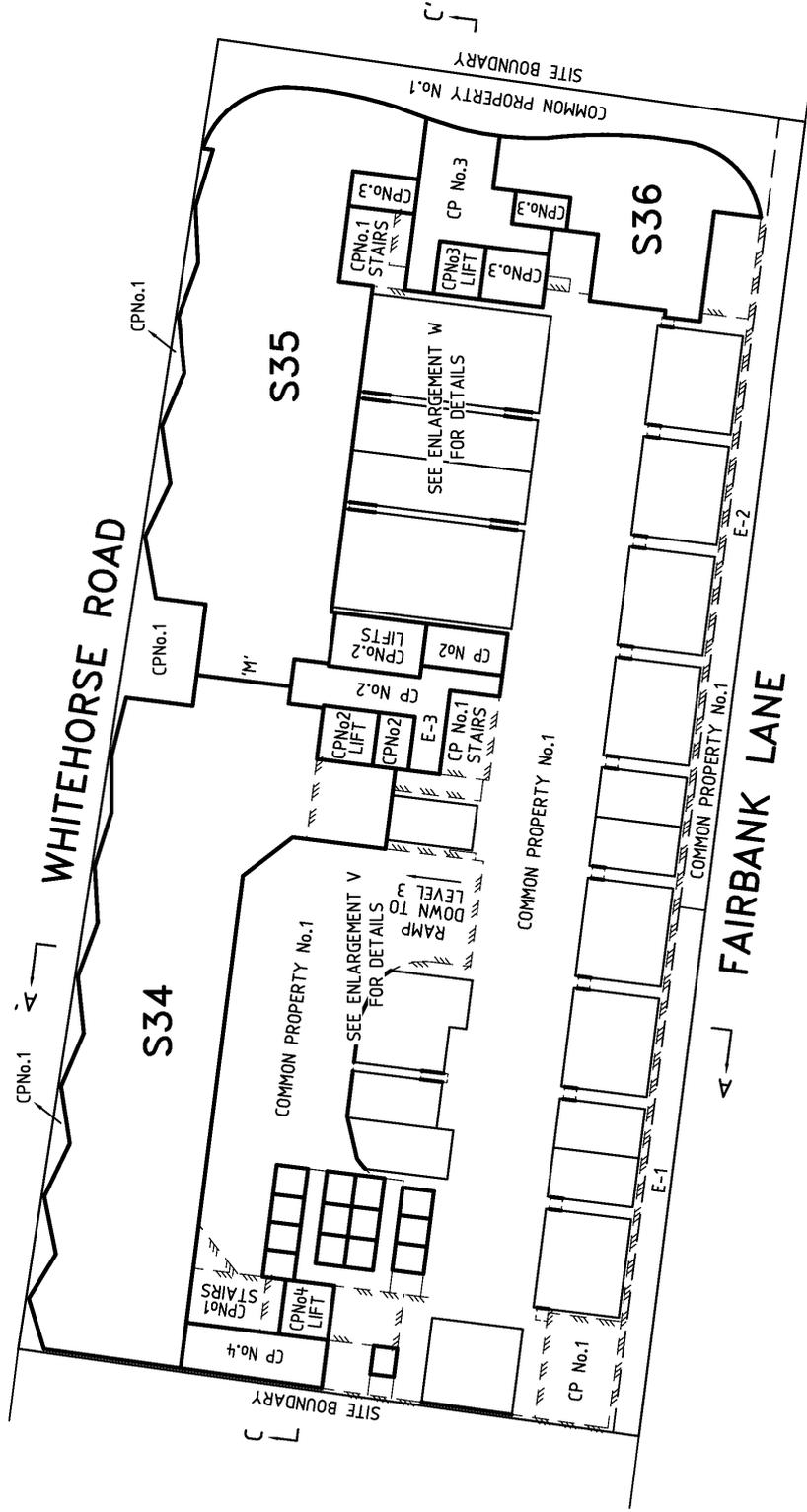
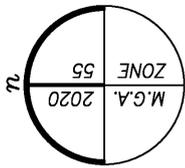
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DATE	VERSION	REFERENCE	DRAWING
		31393003	-

<p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE A3
	SHEET 29

PS 810969G

PLAN OF SUBDIVISION



LEVEL 4
DIAGRAM 12

REFER TO SHEET 2 FOR EASEMENT DETAILS

SCALE
1:300

ORIGINAL SHEET SIZE A3
SHEET 31

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LENGTHS ARE IN METRES



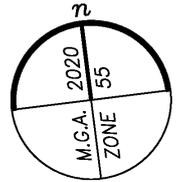
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VERSION -
REFERENCE 31393003
DRAWING -

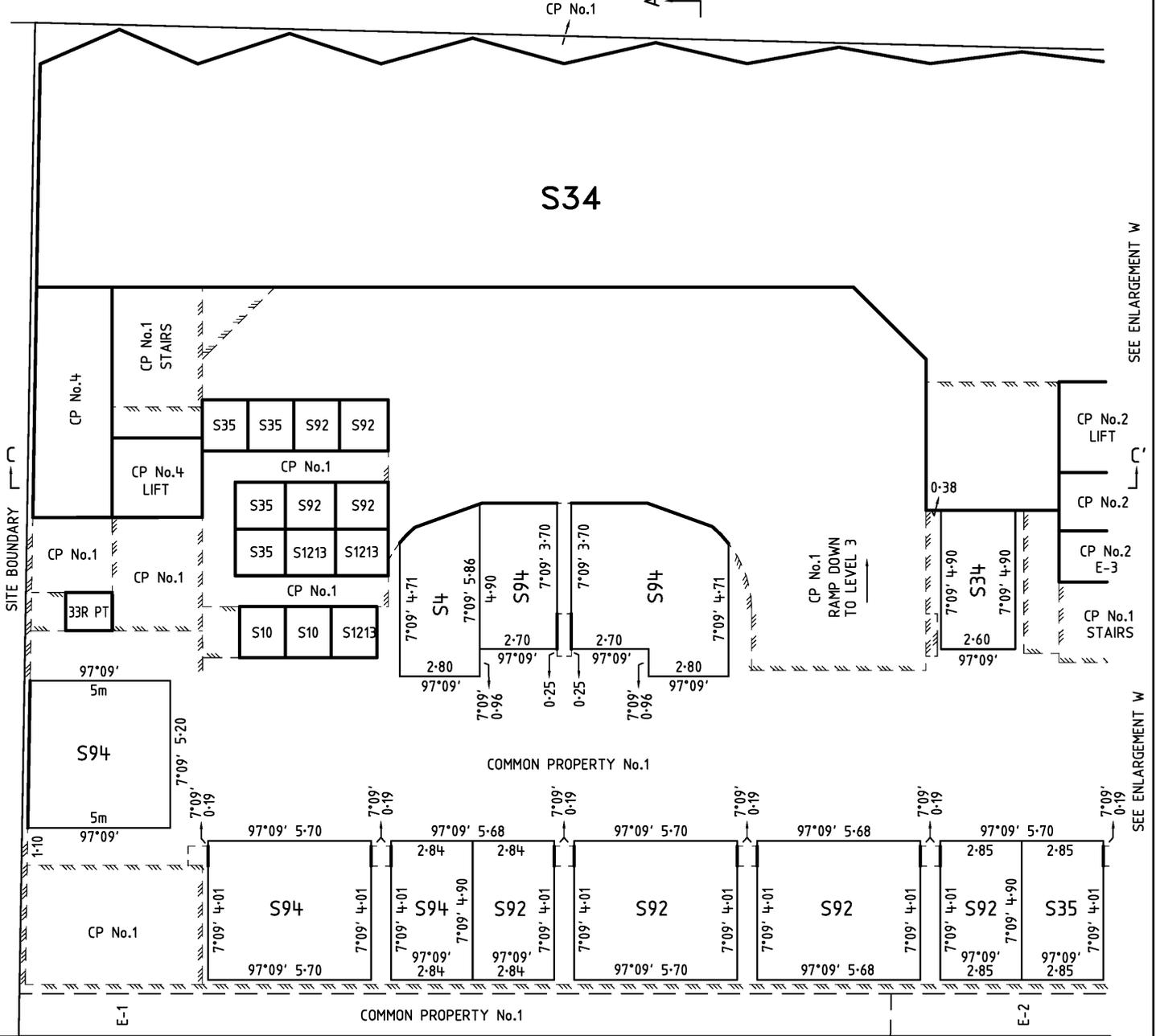
PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD

S34



FAIRBANK LANE

LEVEL 4 (PART)
ENLARGEMENT V

LICENSED SURVEYOR	ROSS NICHOLSON	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	REFERENCE 31393			
VERSION -	DRAWING -			ORIGINAL SHEET SIZE A3
				SHEET 32

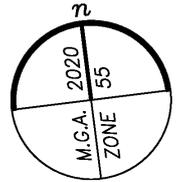
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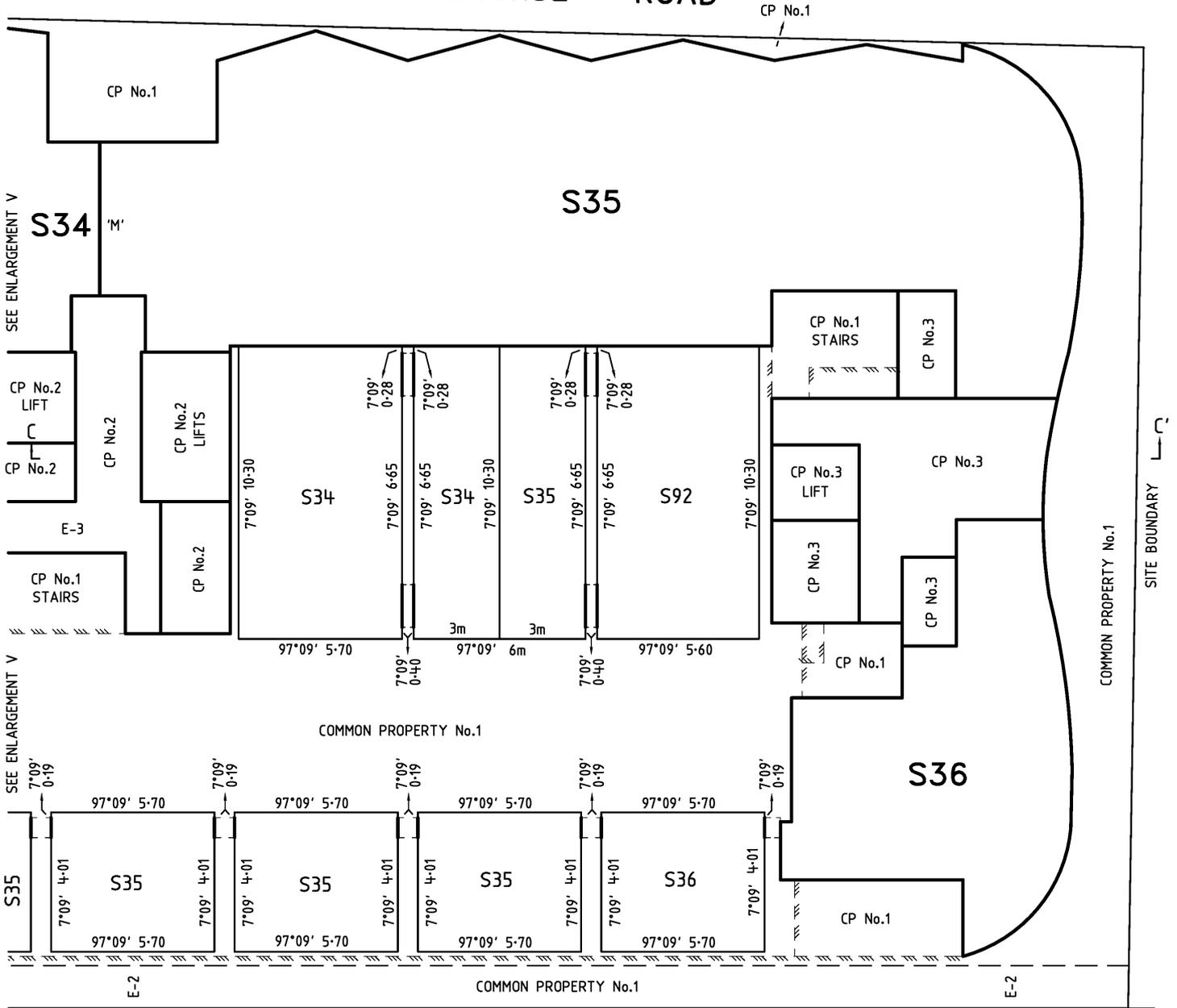
PLAN OF SUBDIVISION

PS 810969G



WHITEHORSE ROAD

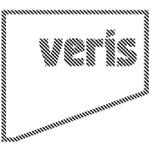
FAIRBANK LANE



**LEVEL 4 (PART)
ENLARGEMENT W**

LICENSED SURVEYOR CHRISTOPHER POWELL	SCALE 1:150	1.5 0 3 6 LENGTHS ARE IN METRES
DATE	REFERENCE 31393003	ORIGINAL SHEET SIZE A3
VERSION -	DRAWING -	SHEET 33

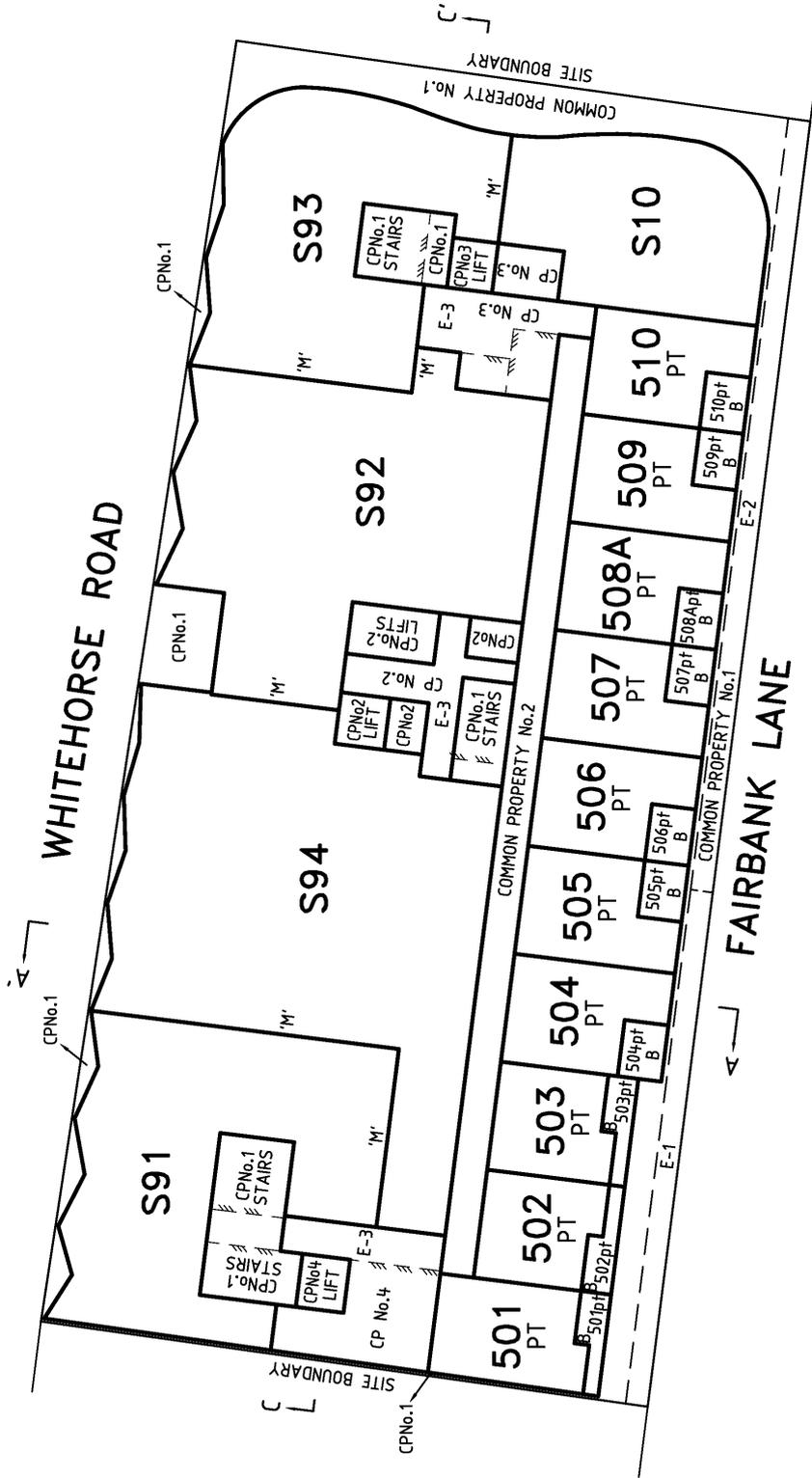
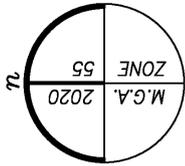
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LEVEL 5
DIAGRAM 13

REFER TO SHEET 2 FOR EASEMENT DETAILS



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DATE REFERENCE 31393003
VERSION - DRAWING -

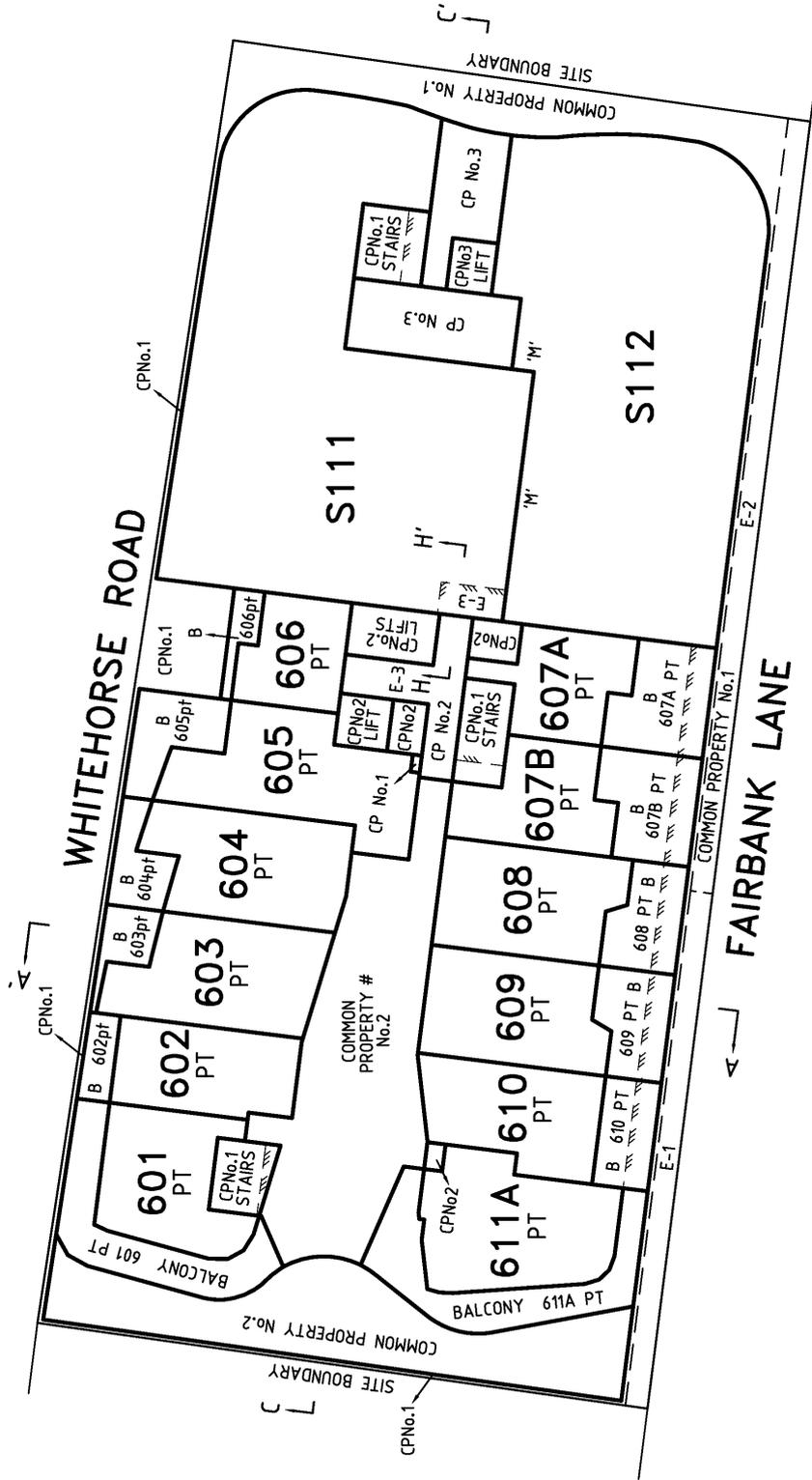
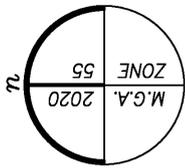
3 0 6 12
LENGTHS ARE IN METRES

SCALE 1:300

ORIGINAL SHEET SIZE A3
SHEET 34

PS 810969G

PLAN OF SUBDIVISION



LEVEL 6
DIAGRAM 14

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 35

LENGTHS ARE IN METRES
3 0 6 12

LICENSED SURVEYOR **CHRISTOPHER POWELL**
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VERSION DRAWING

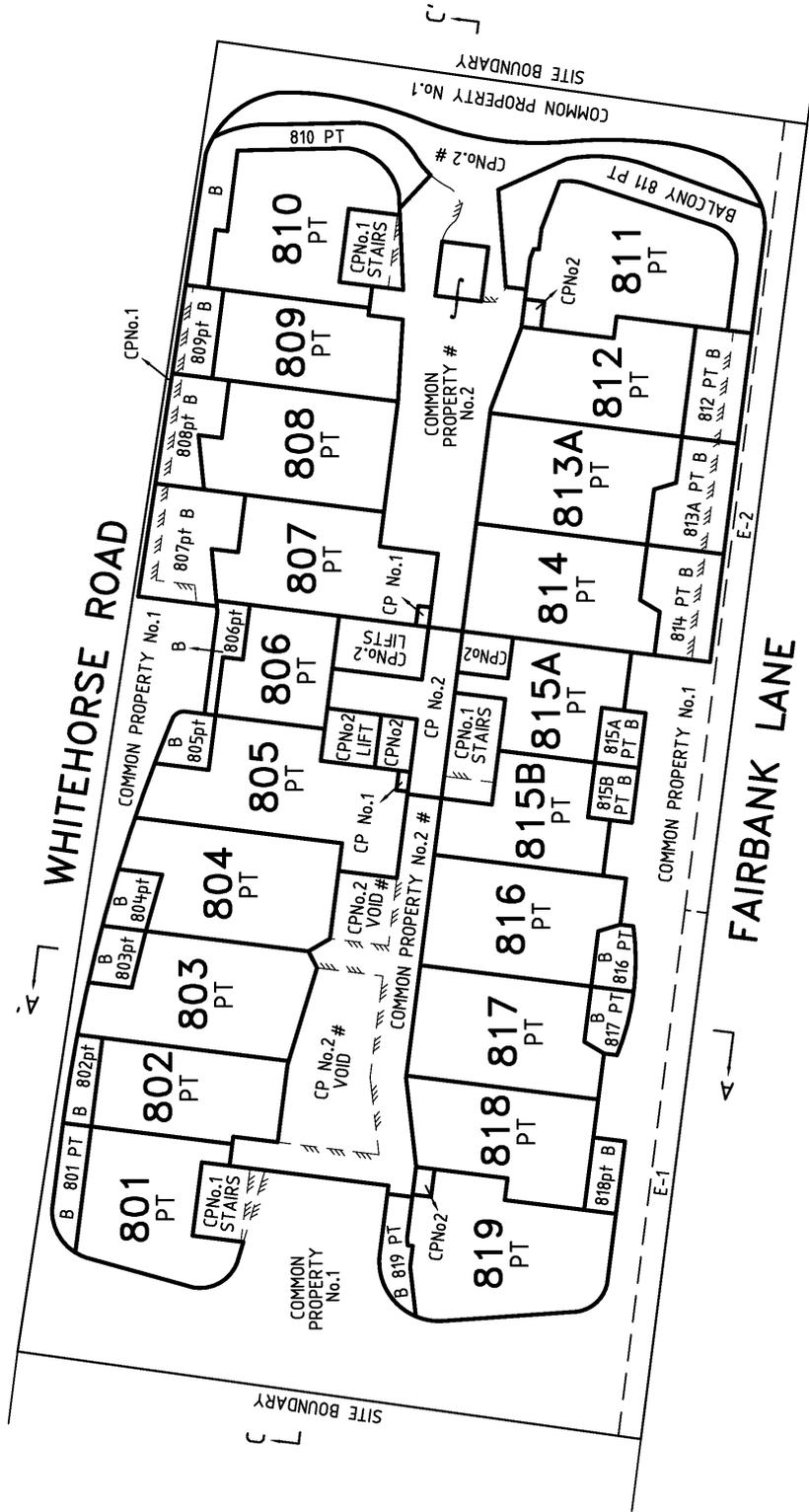
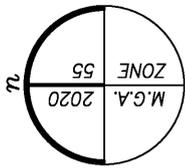
REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 8
DIAGRAM 16



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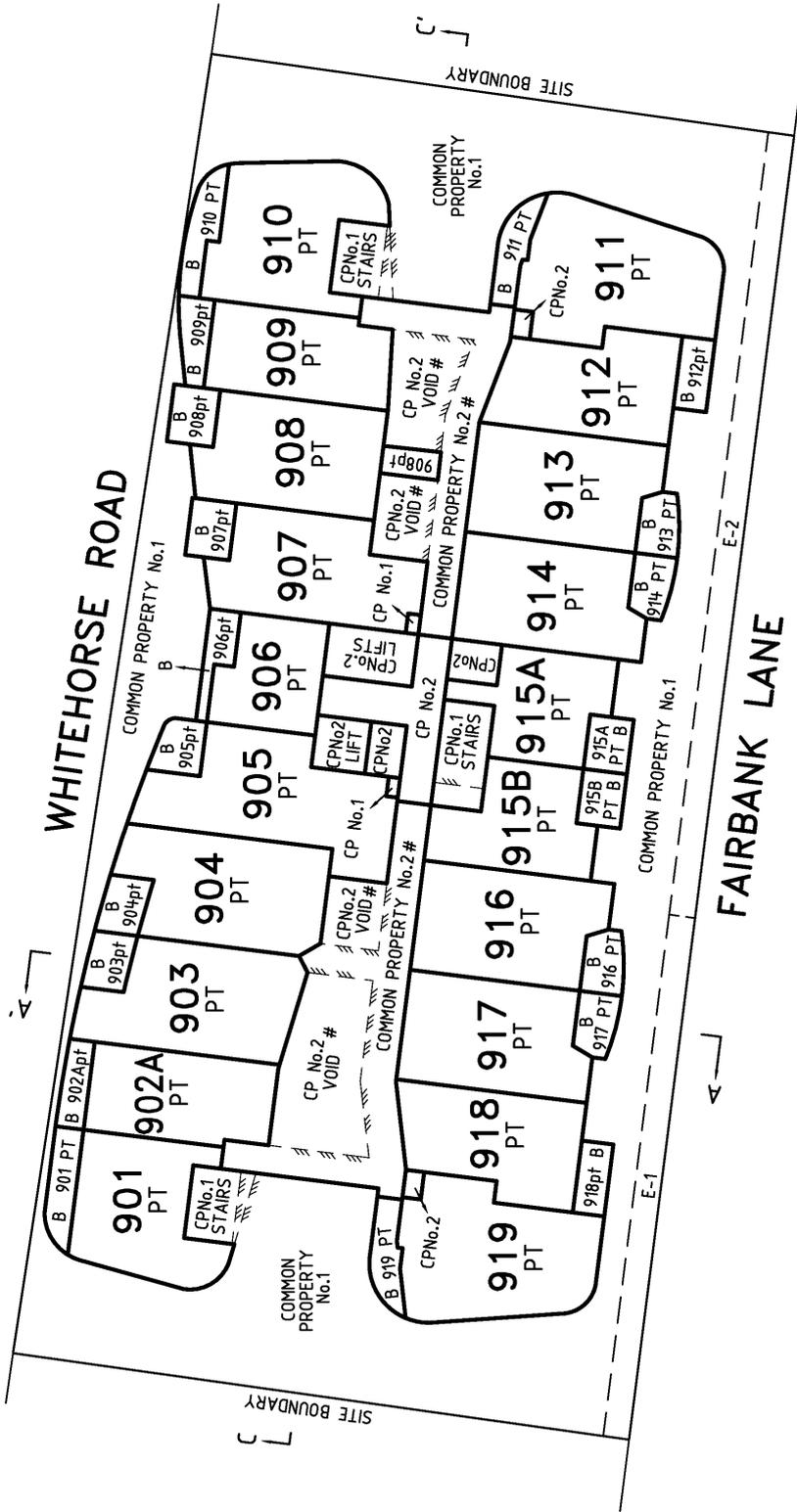
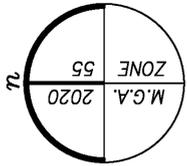
LENGTHS ARE IN METRES
3 0 6 12

SCALE 1:300

ORIGINAL SHEET SIZE A3
SHEET 37

PS 810969G

PLAN OF SUBDIVISION



LEVEL 9
DIAGRAM 17

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 38

3 0 6 12
LENGTHS ARE IN METRES



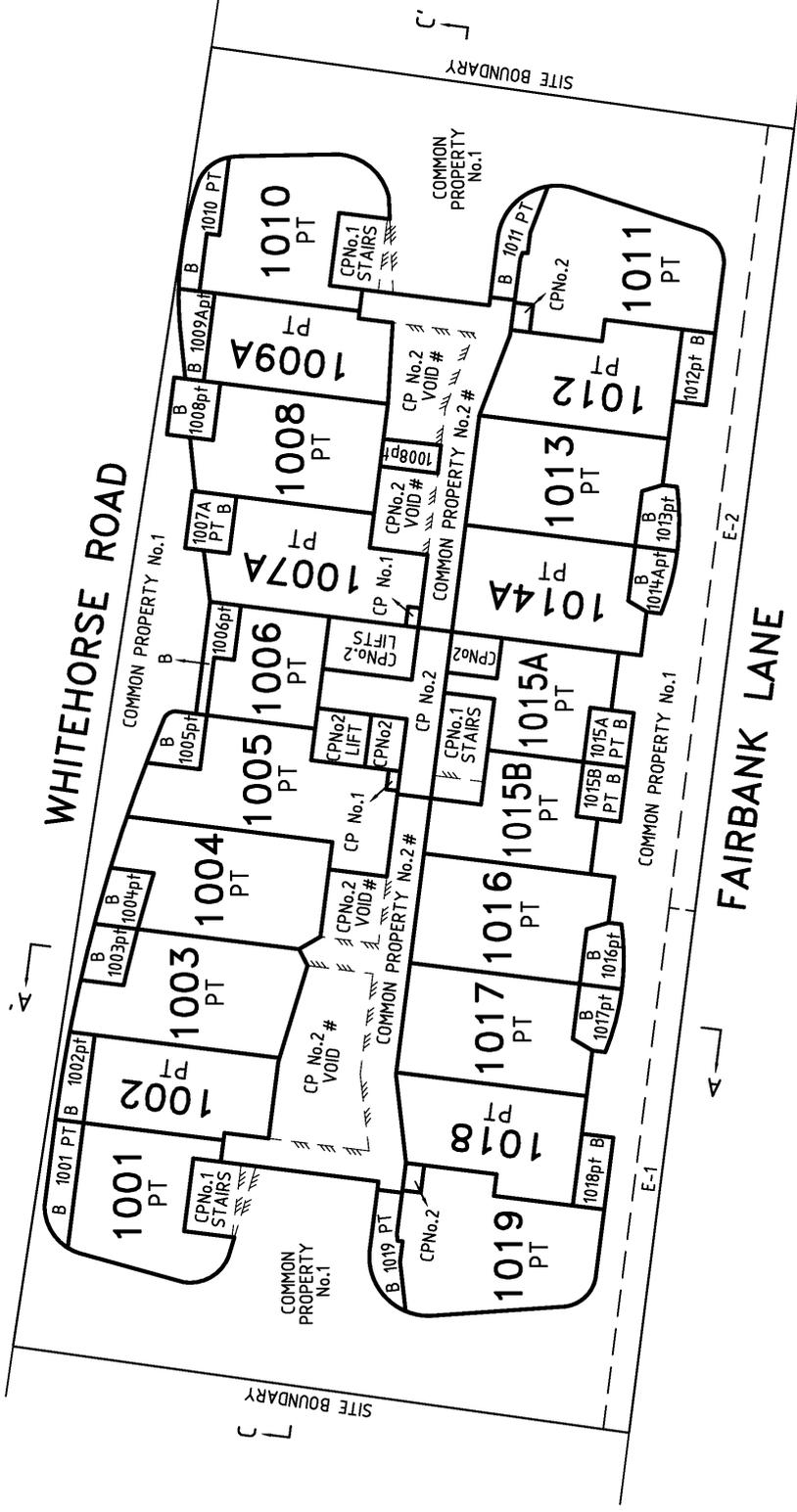
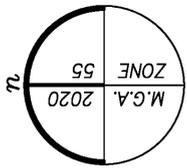
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LEVEL 10
DIAGRAM 18

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 39

LENGTHS ARE IN METRES
3 0 6 12



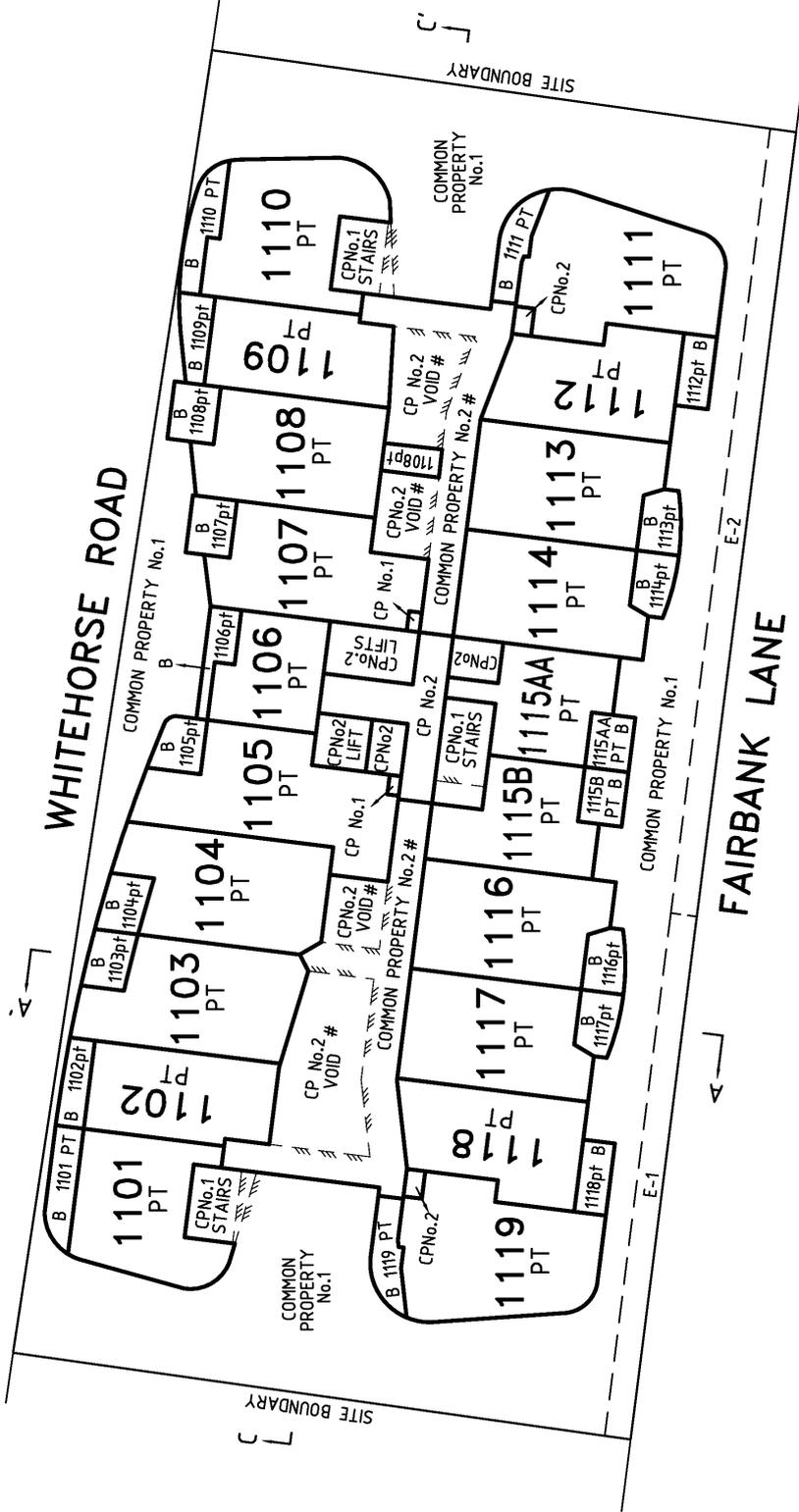
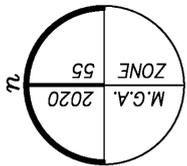
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LEVEL 11
DIAGRAM 19

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

SCALE
1:300

ORIGINAL SHEET SIZE A3
SHEET 40

3 0 6 12
LENGTHS ARE IN METRES

LICENSED SURVEYOR CHRISTOPHER POWELL

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VERSION DRAWING -

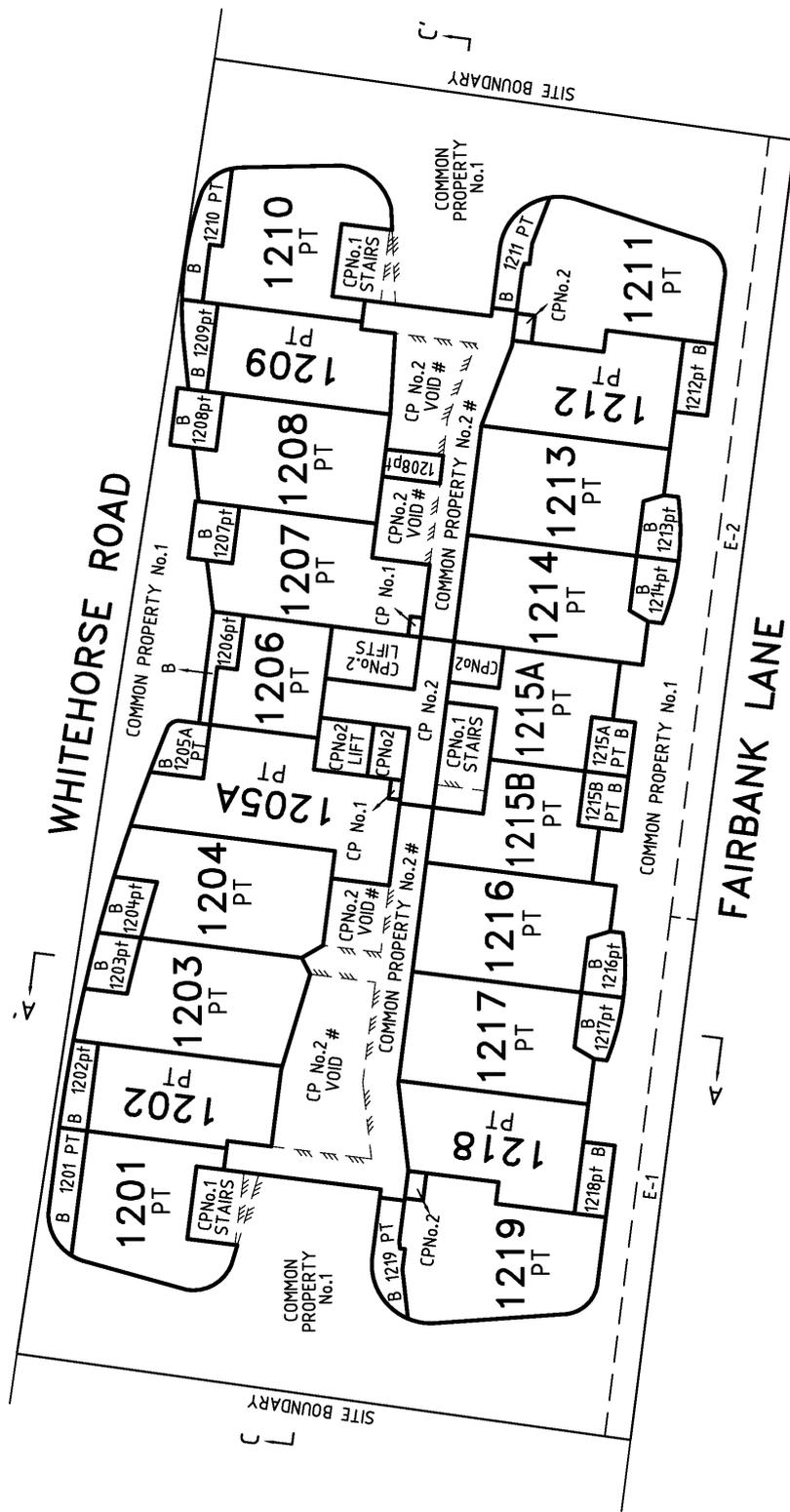
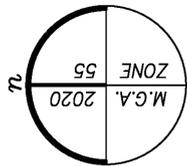


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LEVEL 12
DIAGRAM 20

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 41

3 0 6 12
LENGTHS ARE IN METRES

LICENSED SURVEYOR	CHRISTOPHER POWELL
DATE	REFERENCE 31393003
VERSION	DRAWING

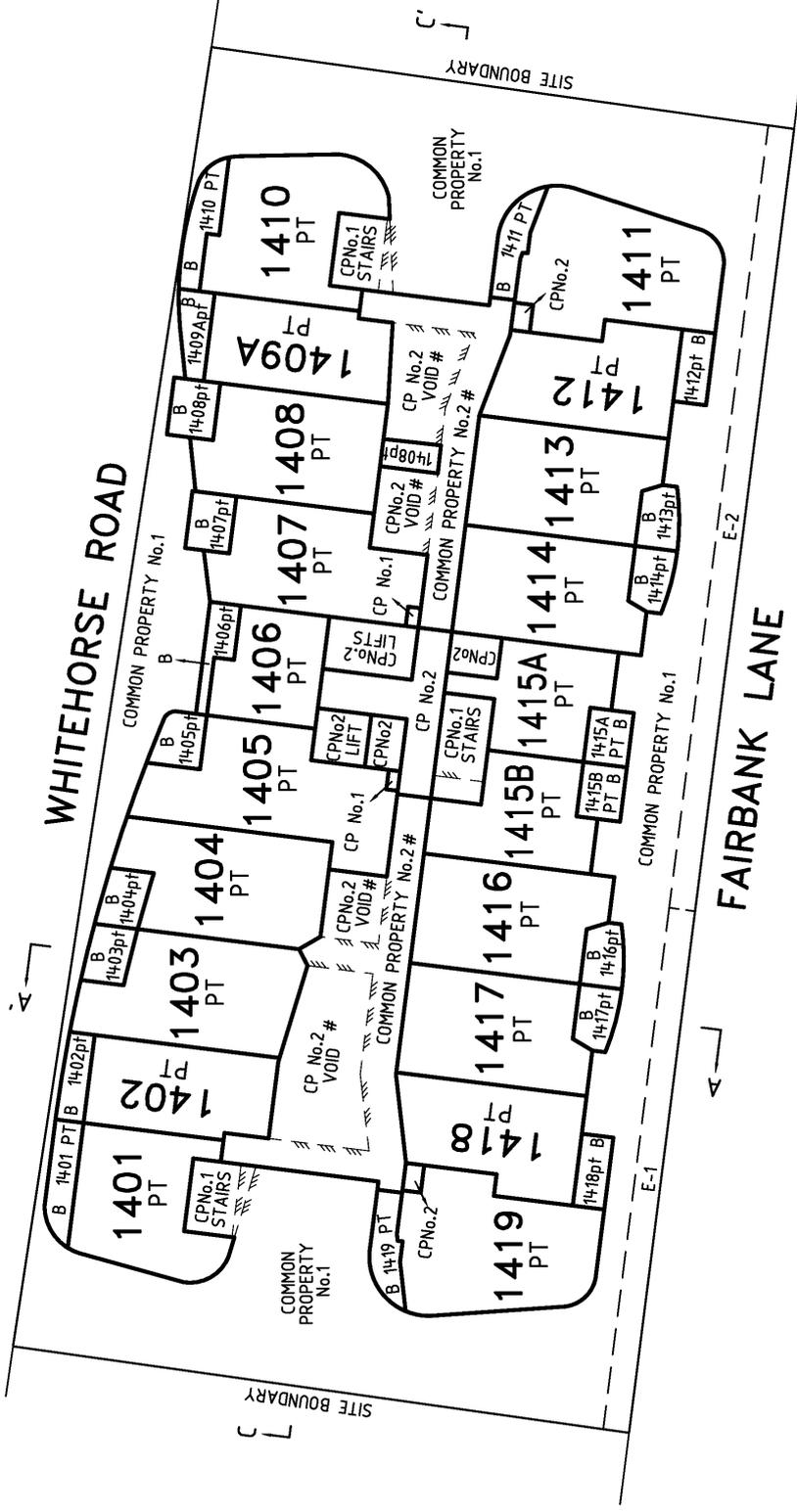
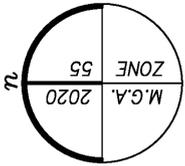


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LEVEL 14
DIAGRAM 22

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 43

3 0 6 12
LENGTHS ARE IN METRES

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'



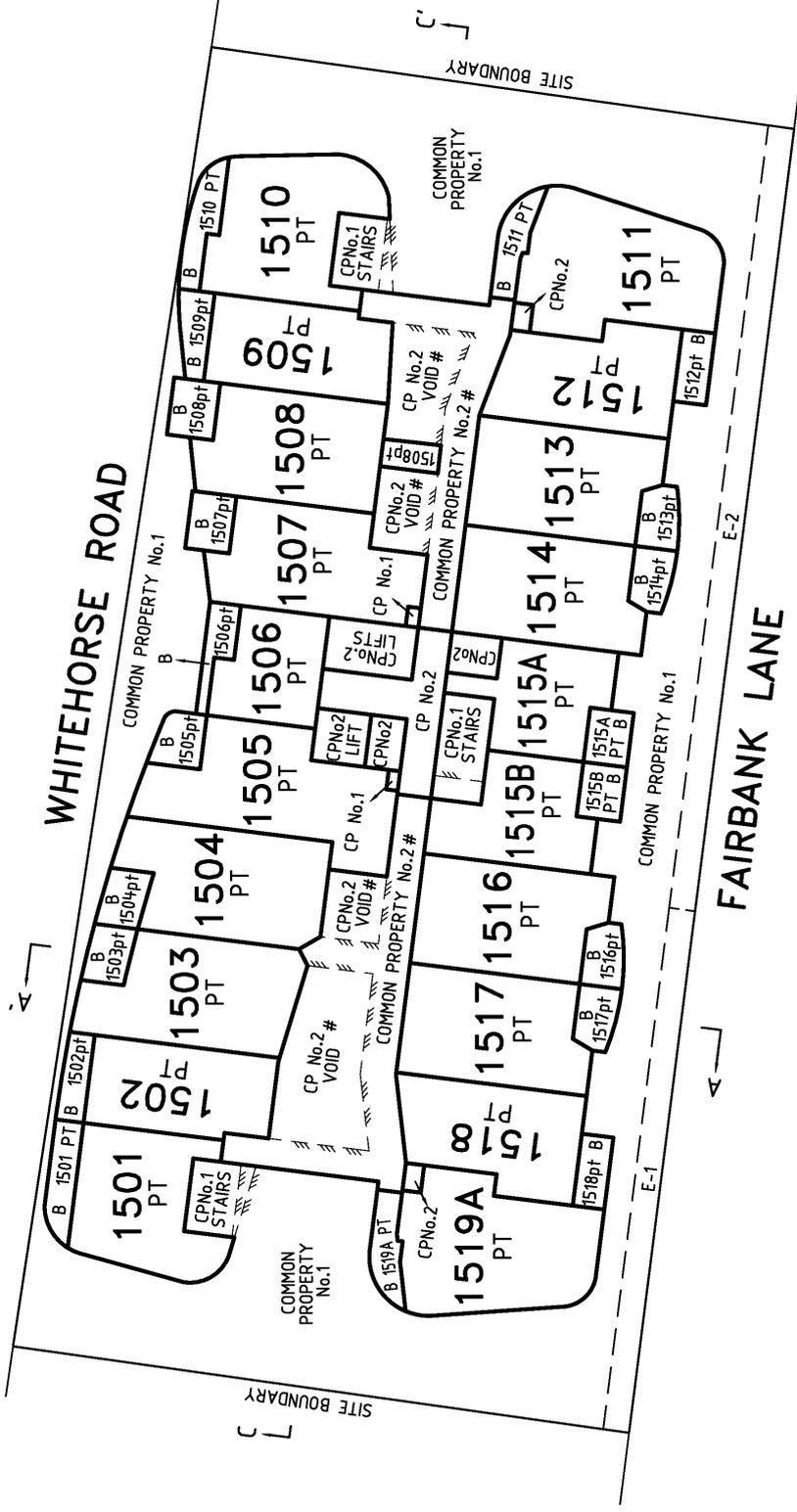
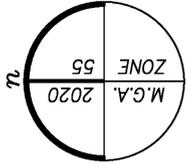
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LEVEL 15
DIAGRAM 23

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 44

3 0 6 12
LENGTHS ARE IN METRES

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'



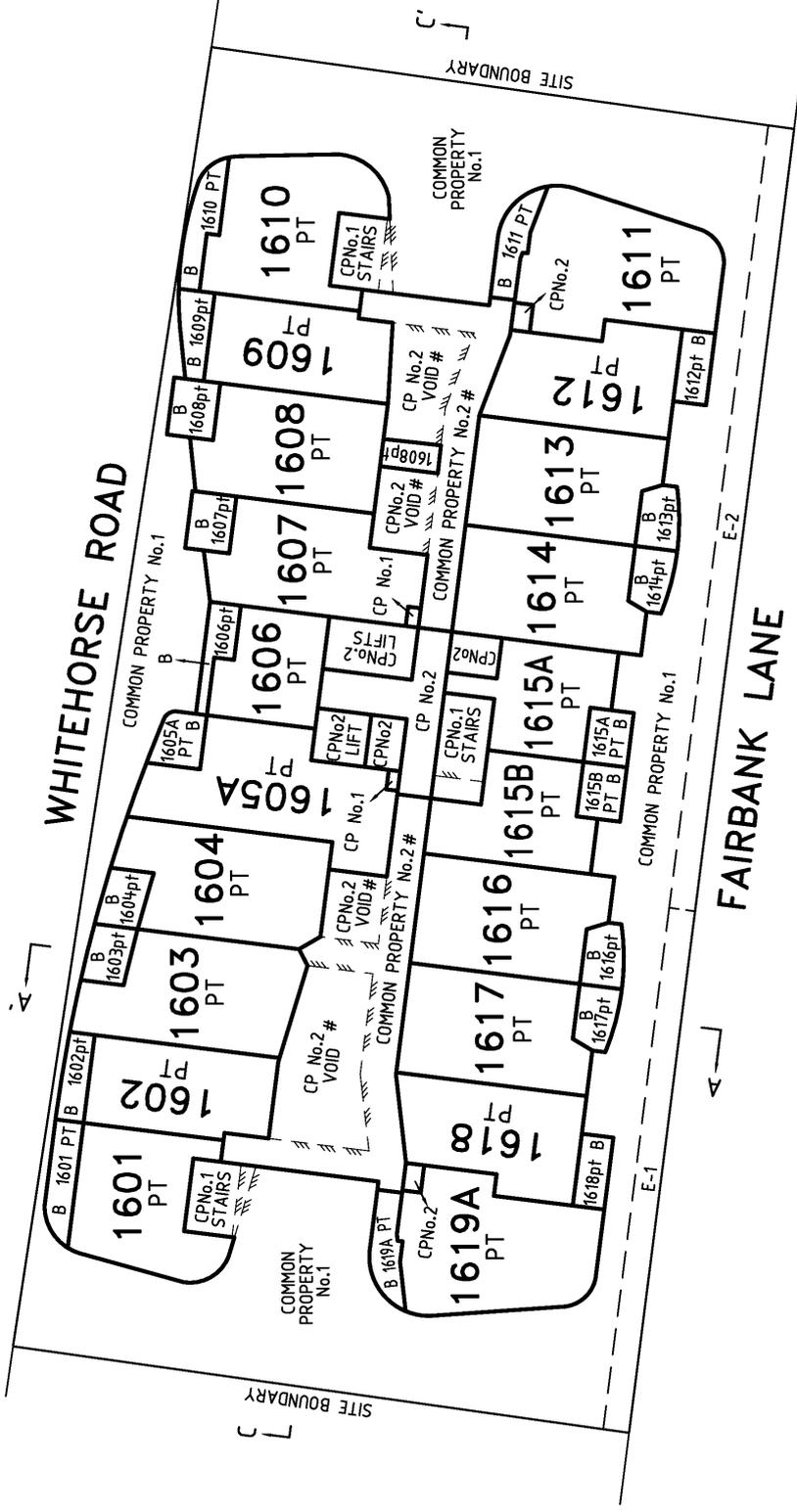
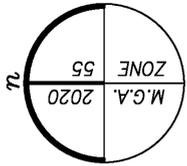
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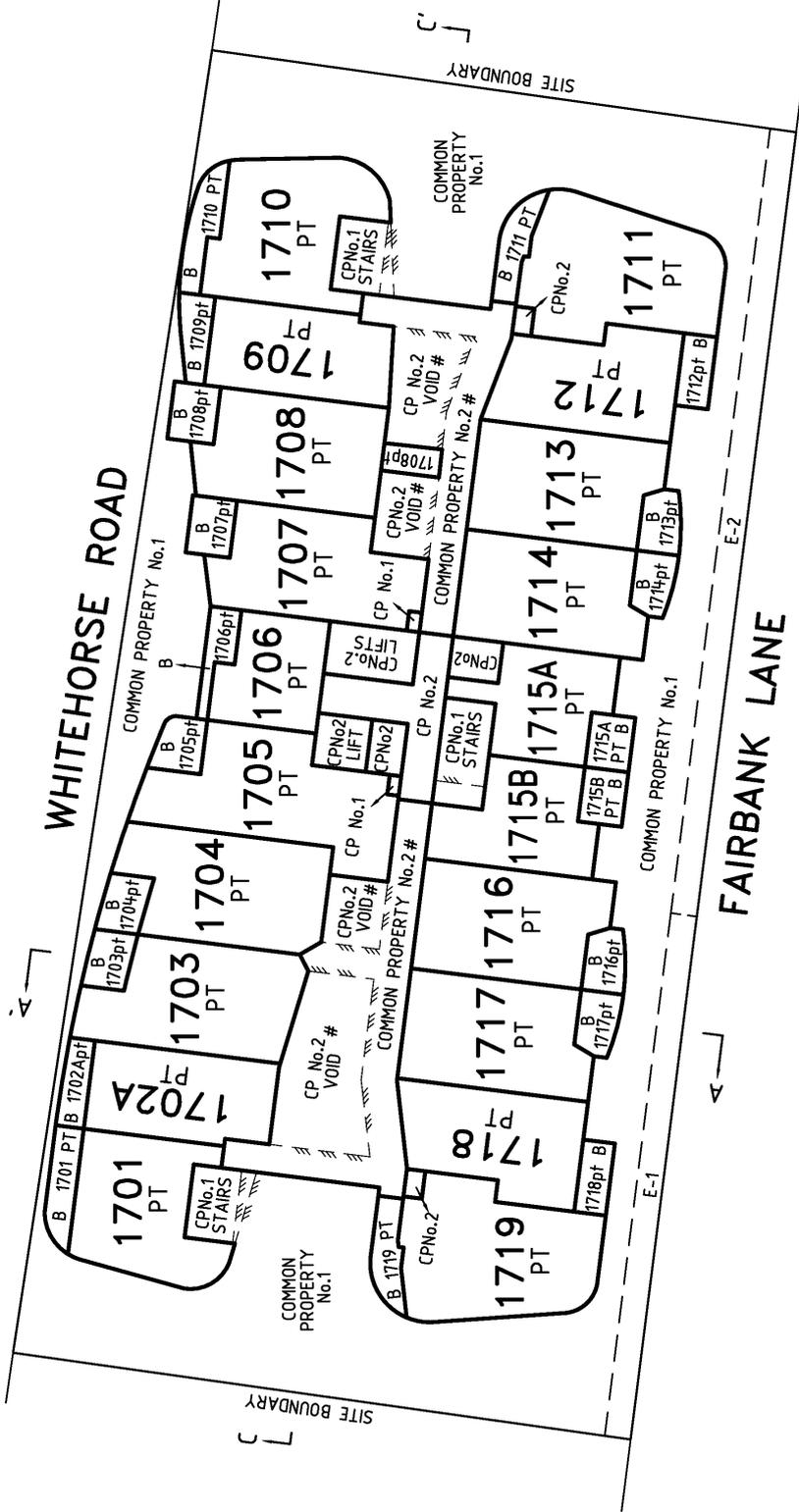
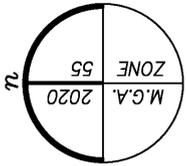
LEVEL 16
DIAGRAM 24

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

	LICENSED SURVEYOR CHRISTOPHER POWELL		SCALE 1:300	ORIGINAL SHEET SIZE A3
	DATE - VERSION -	REFERENCE 31393003 DRAWING -	LENGTHS ARE IN METRES 3 0 6 12	SHEET 45
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LEVEL 17
DIAGRAM 25

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 46

3 0 6 12
LENGTHS ARE IN METRES

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'



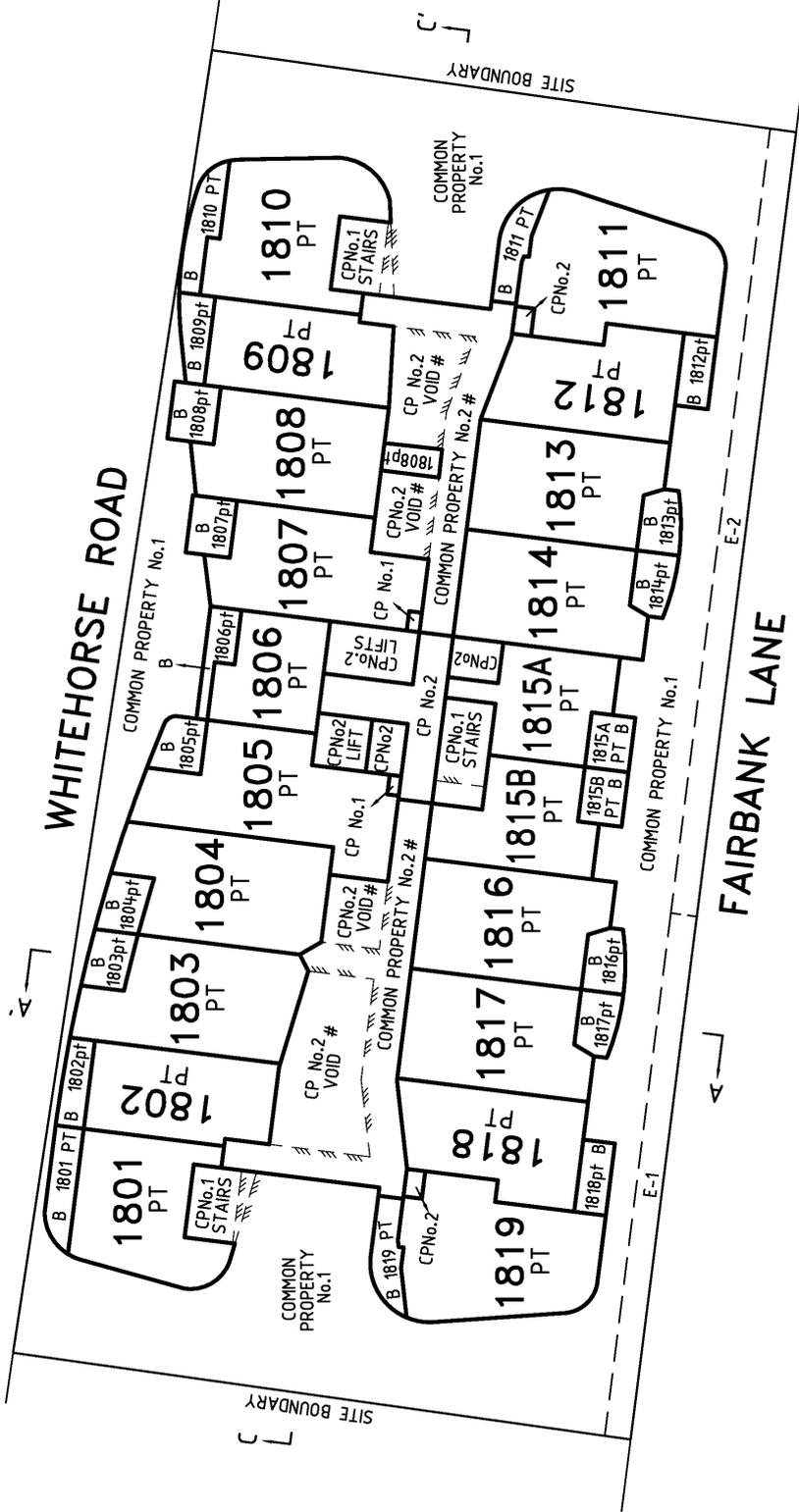
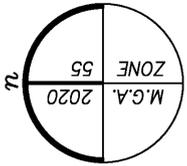
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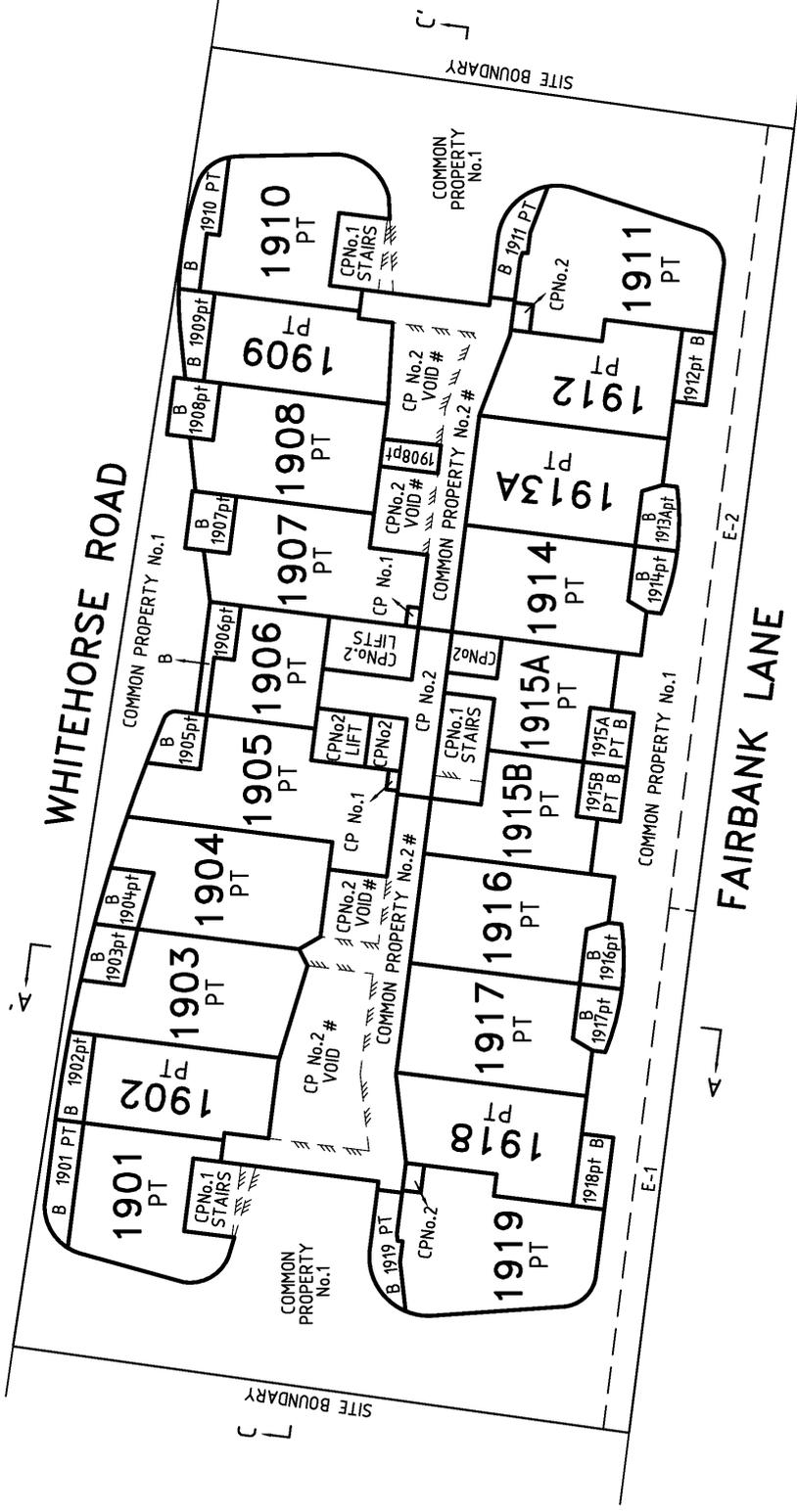
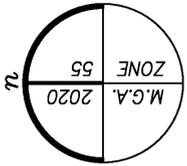
LEVEL 18
DIAGRAM 26

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

LICENSED SURVEYOR CHRISTOPHER POWELL	SCALE 1:300	ORIGINAL SHEET SIZE A3 SHEET 47
LICENSED SURVEYOR CHRISTOPHER POWELL	DATE REFERENCE 31393003 VERSION - DRAWING	DEVELOP WITH CONFIDENCE™ Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly Basco Johnson

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LEVEL 19
DIAGRAM 27

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 48

LENGTHS ARE IN METRES
3 0 6 12



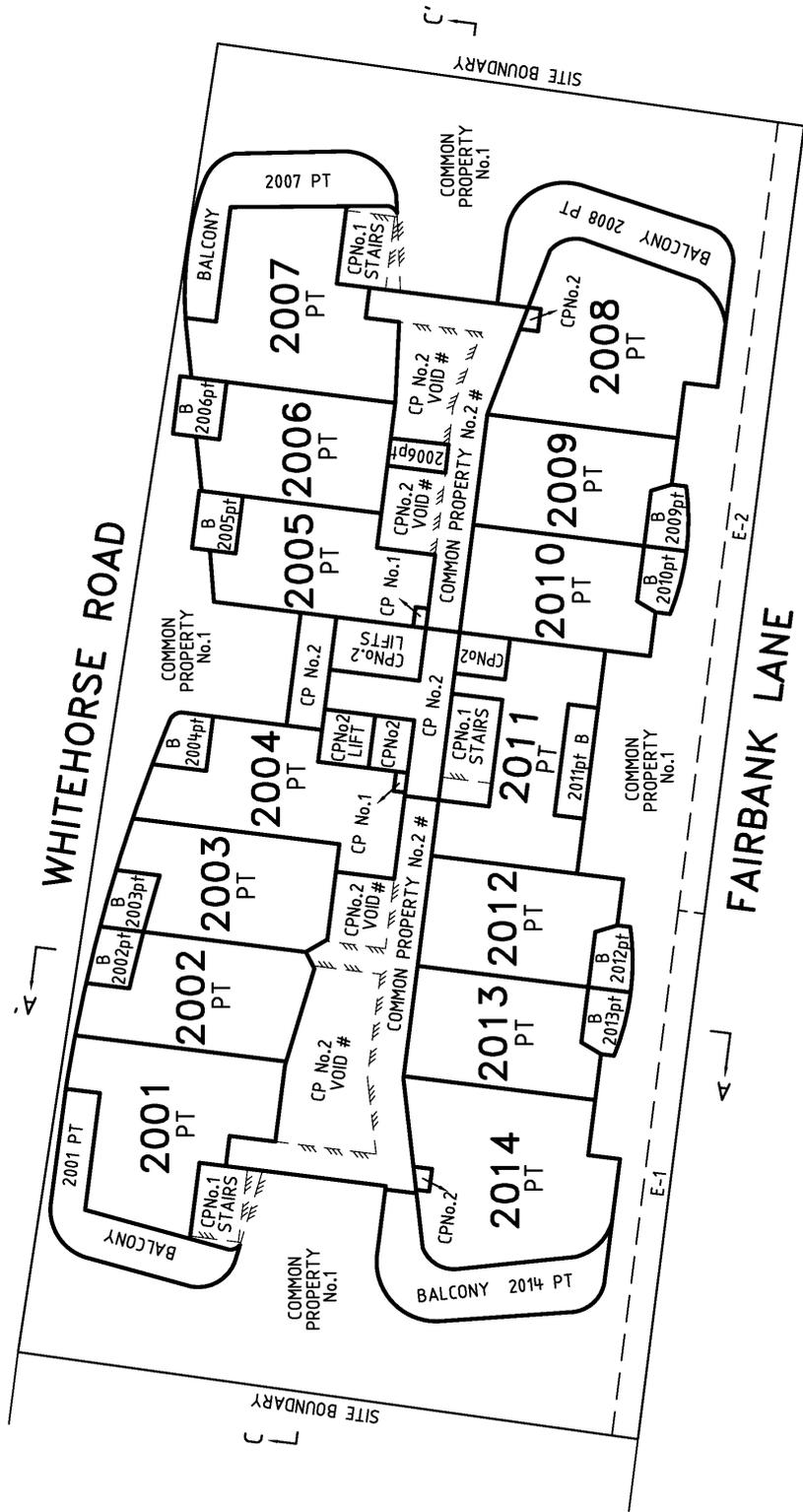
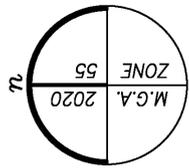
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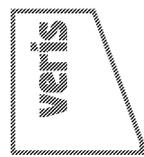


LEVEL 20
DIAGRAM 28

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 49

3 0 6 12
LENGTHS ARE IN METRES

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'



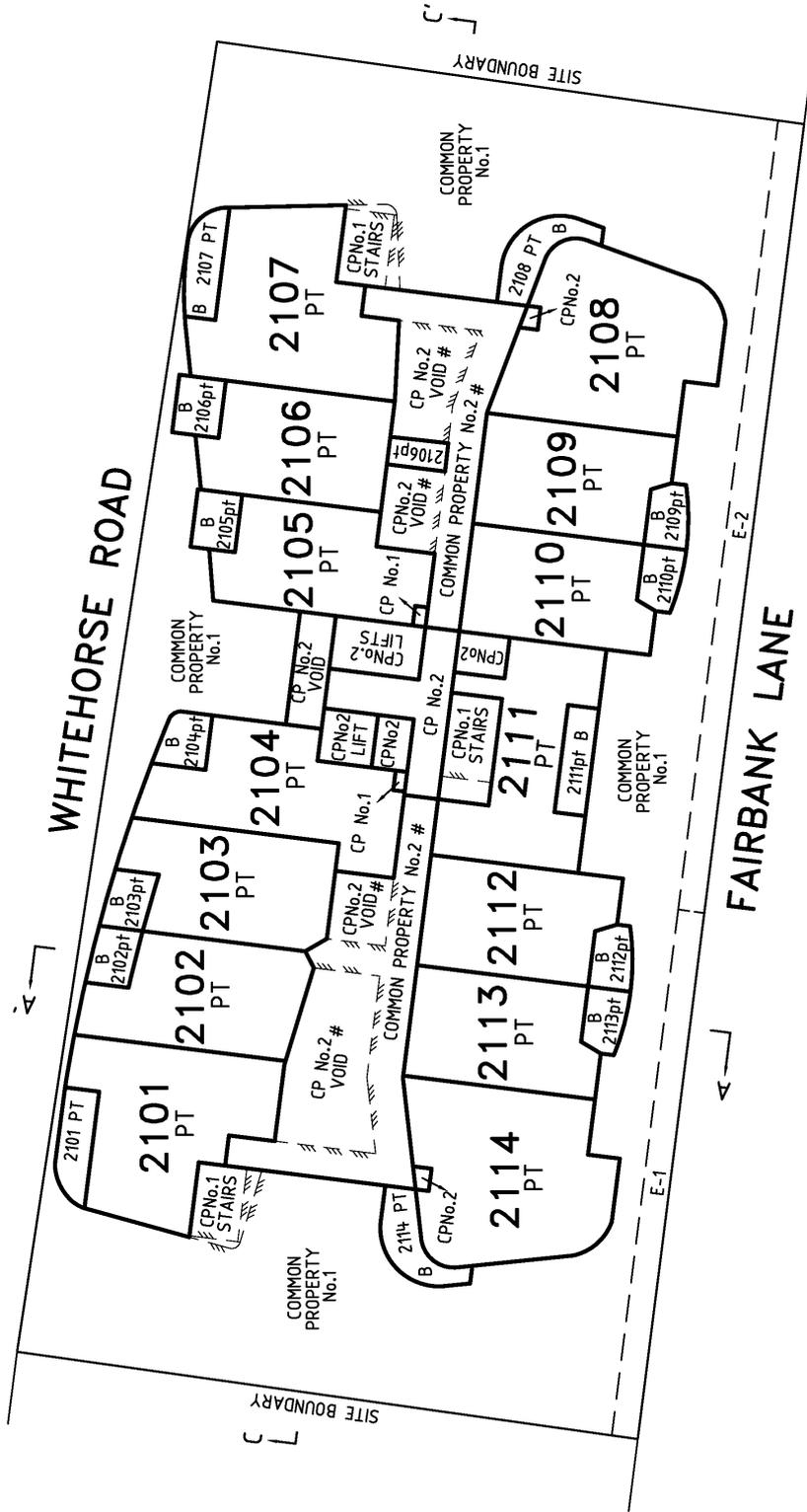
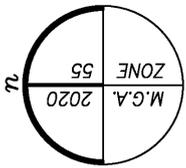
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LEVEL 21
DIAGRAM 29

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 50

3 0 6 12
LENGTHS ARE IN METRES

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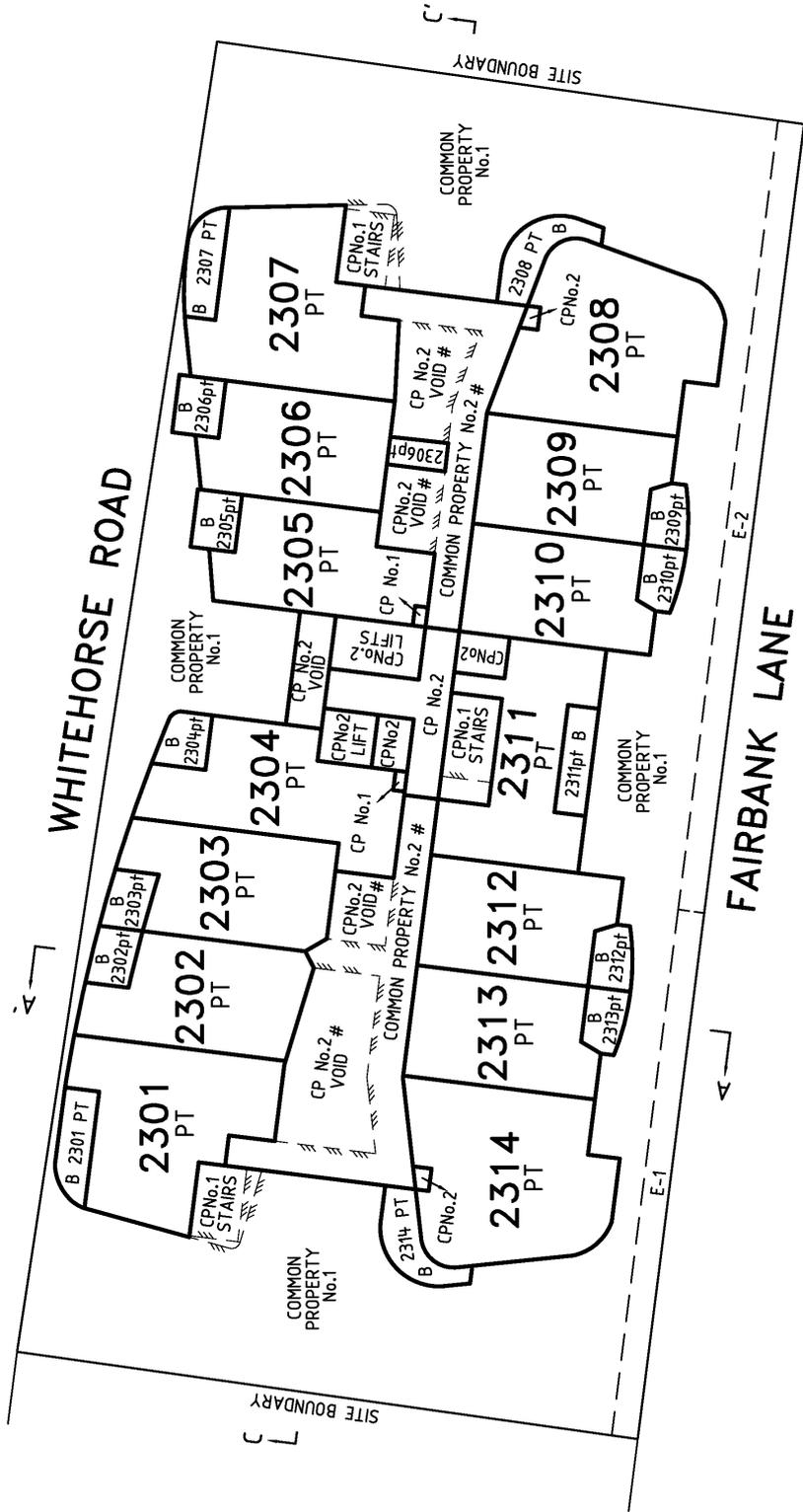
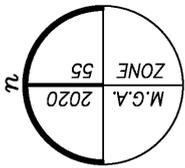


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LEVEL 23
DIAGRAM 31

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 52

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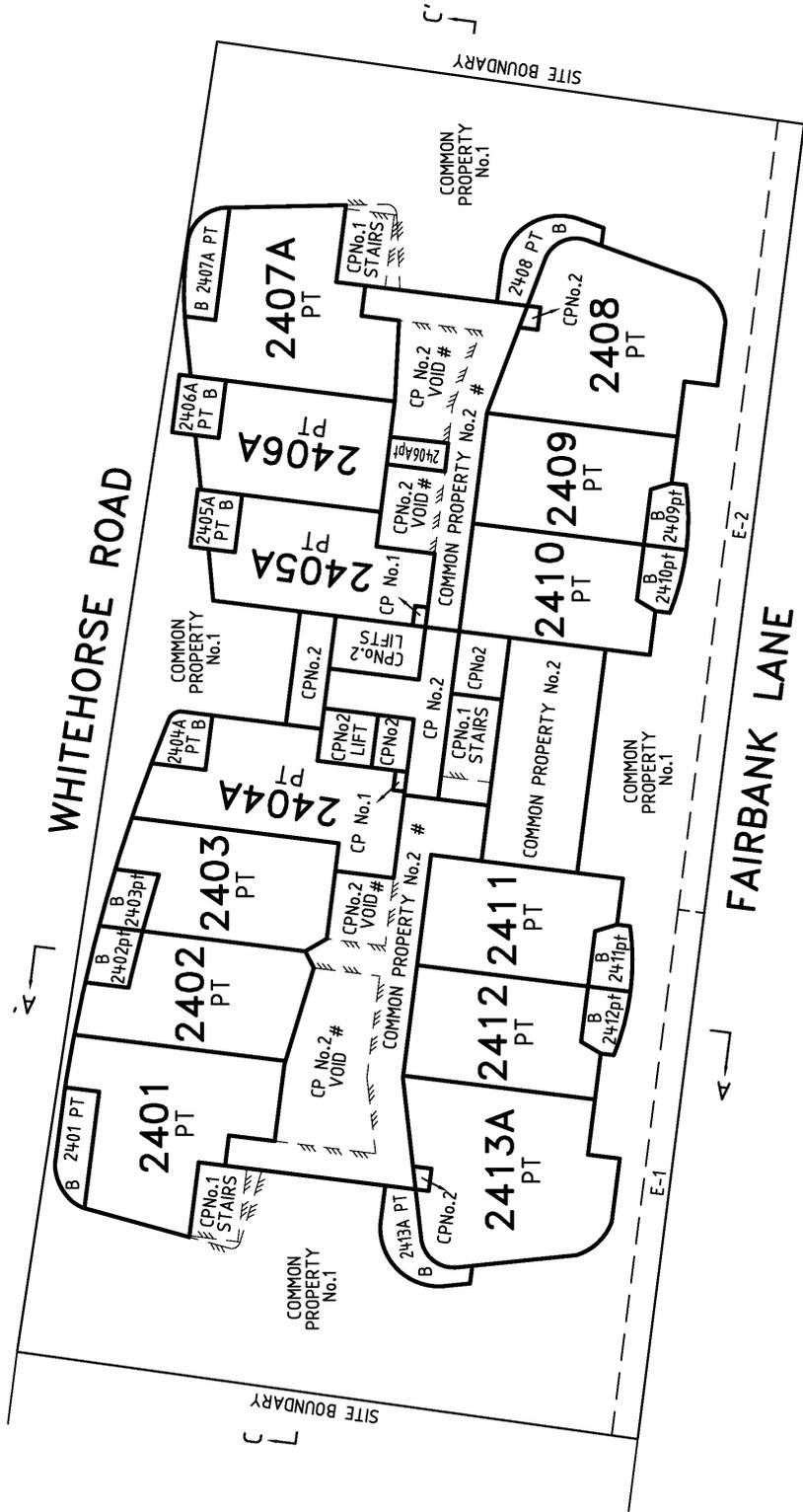
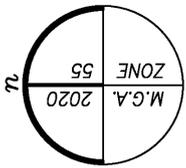
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VERSION DRAWING -

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LEVEL 24
DIAGRAM 32

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 53

3 0 6 12
LENGTHS ARE IN METRES

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'



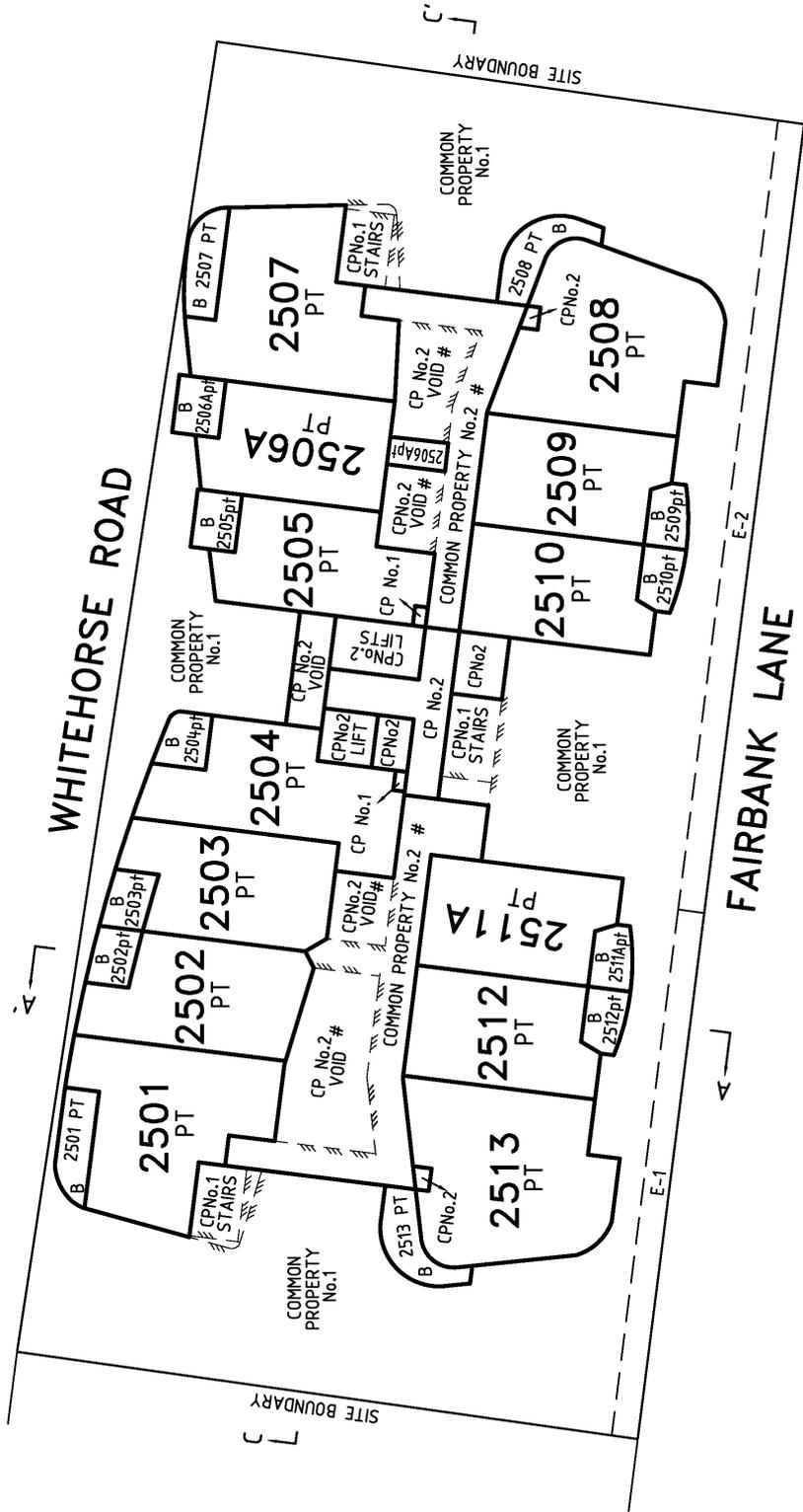
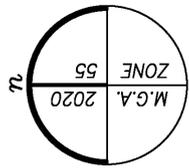
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LEVEL 25
DIAGRAM 33

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 54

3 0 6 12
LENGTHS ARE IN METRES

REFER TO SHEET 2 FOR EASEMENT DETAILS
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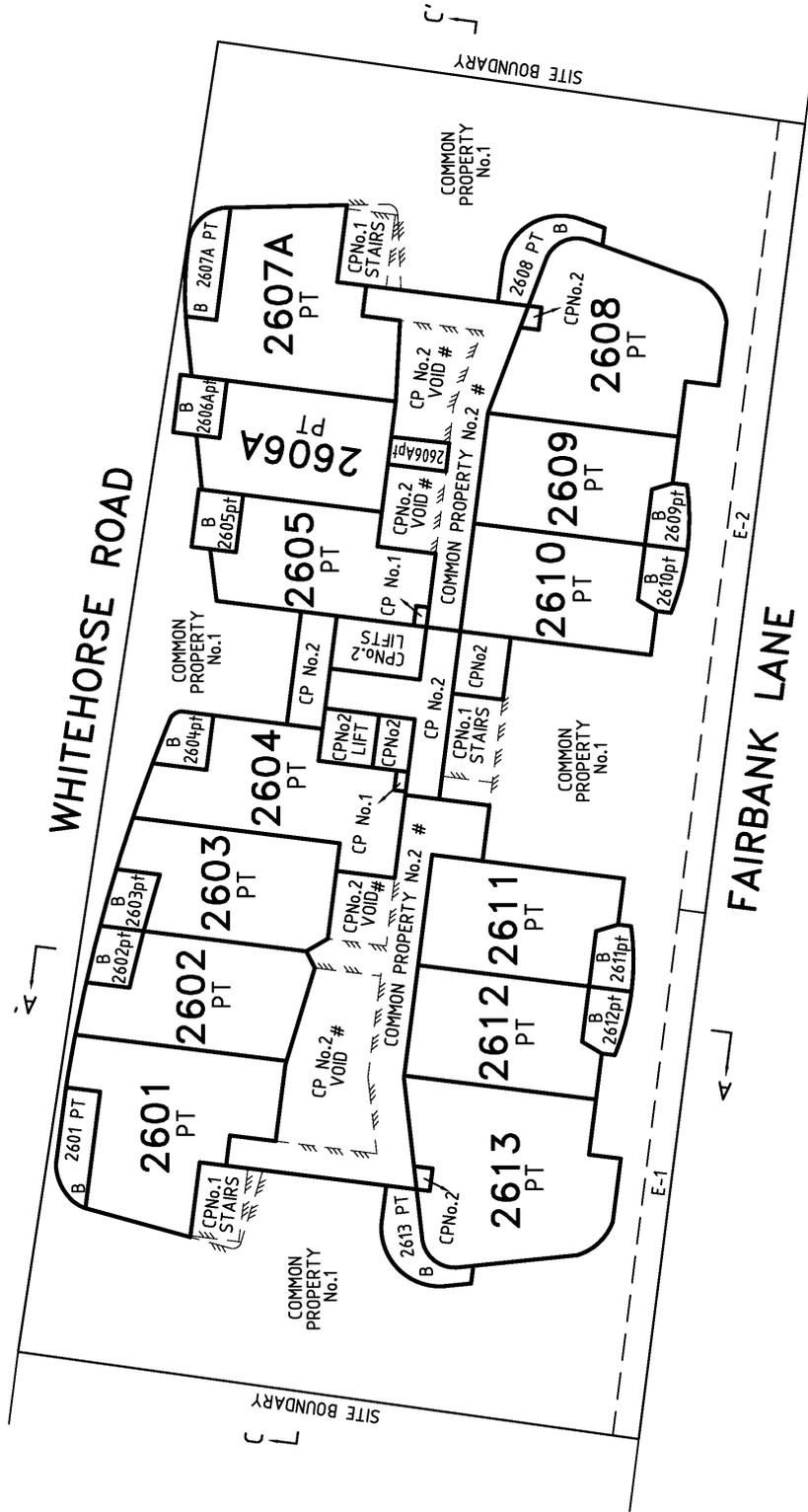
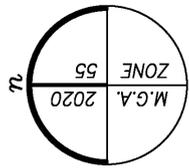
LICENSED SURVEYOR ROSS NICHOLSON

DATE -
VERSION -
REFERENCE 31393
DRAWING -

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PLAN OF SUBDIVISION



LEVEL 26
DIAGRAM 34

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 55

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

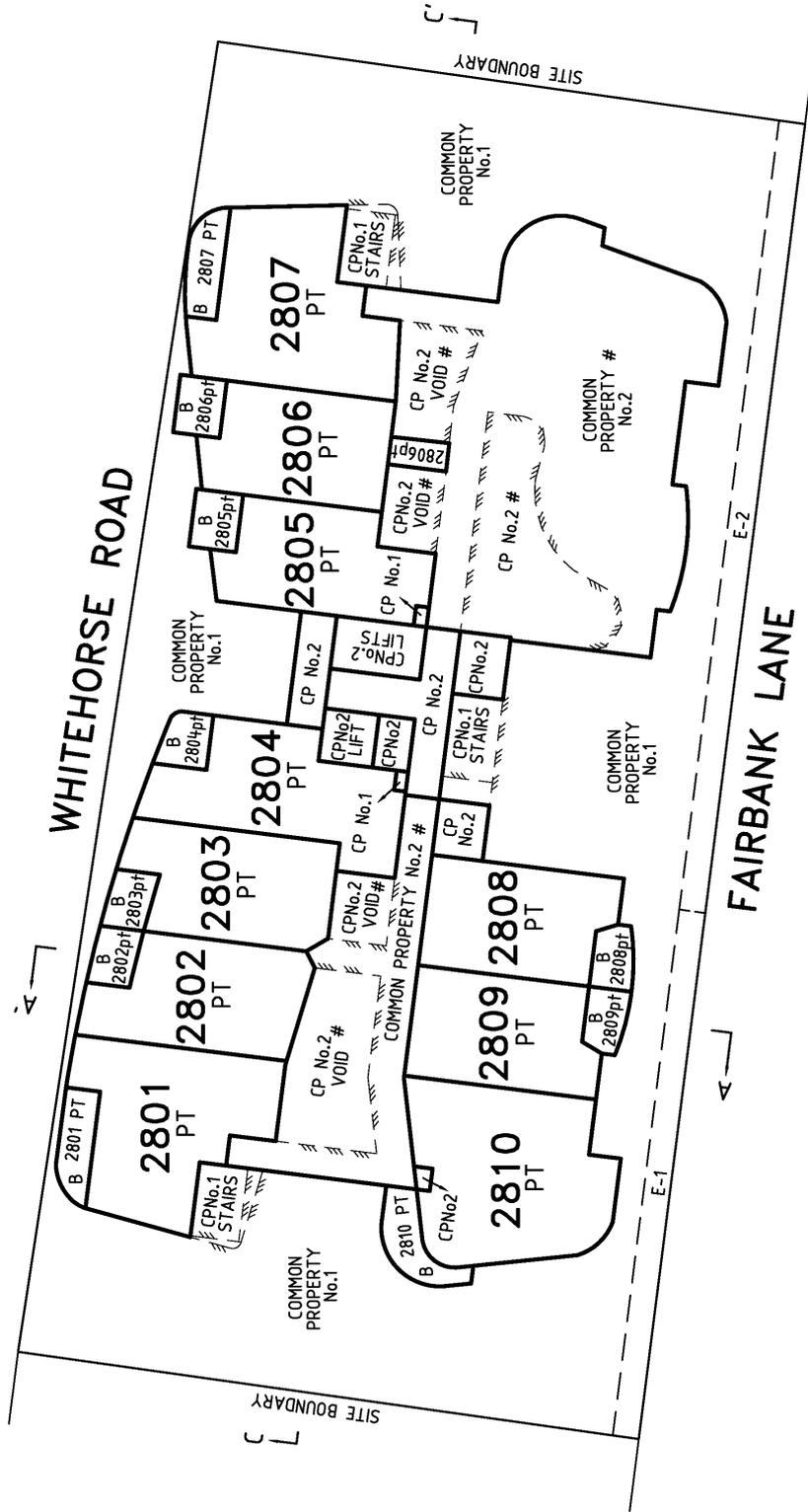
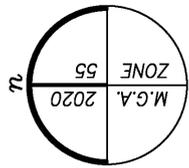


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LEVEL 28
DIAGRAM 36

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 57

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'



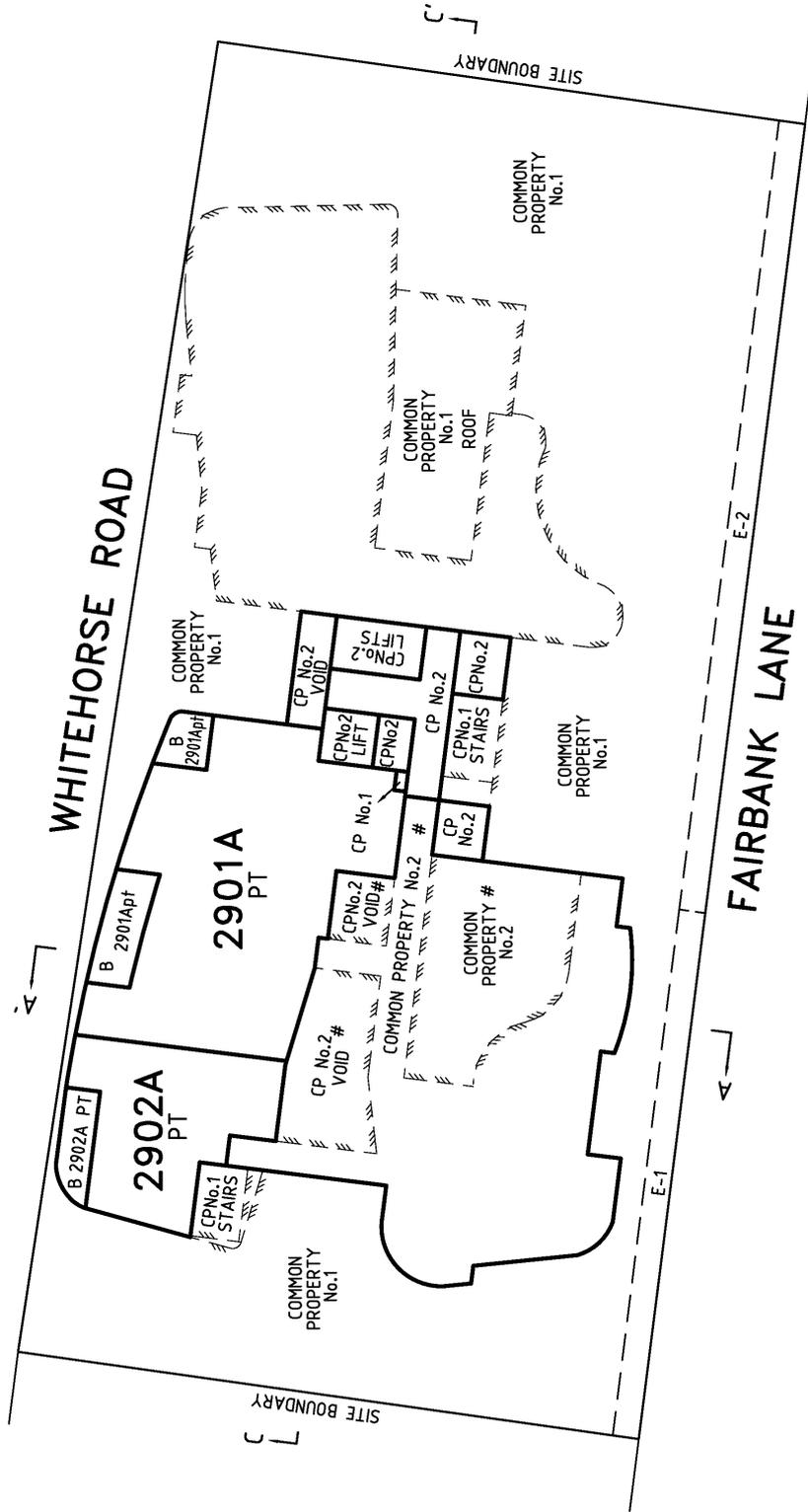
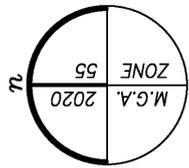
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PLAN OF SUBDIVISION



LEVEL 29
DIAGRAM 37

SCALE 1:300
ORIGINAL SHEET SIZE A3
SHEET 58

3 0 6 12
LENGTHS ARE IN METRES

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTION C-C' FOR COMMON PROPERTY No.2 DENOTED BY '#'

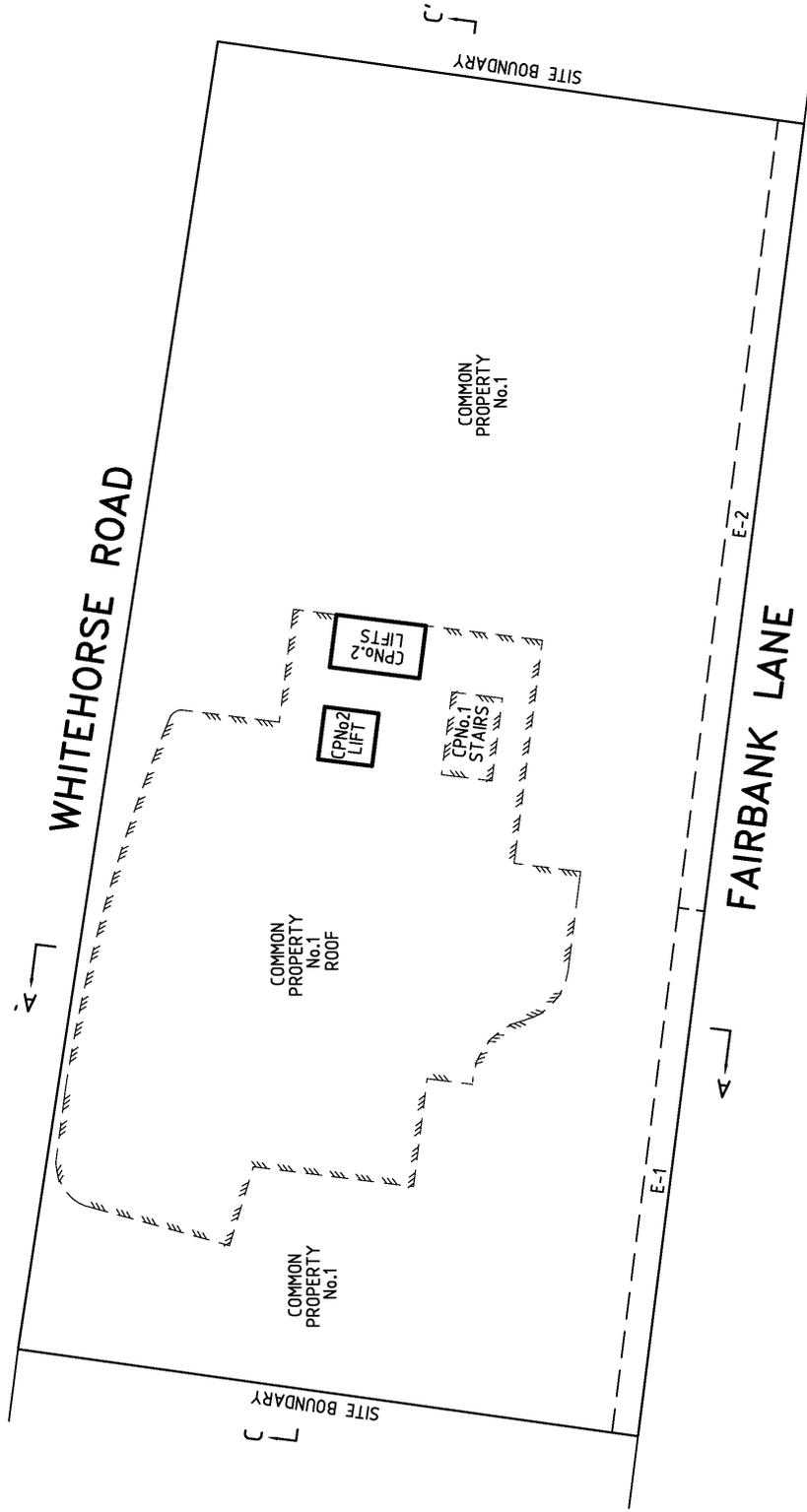
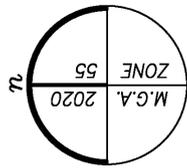


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LICENSED SURVEYOR CHRISTOPHER POWELL
DATE REFERENCE 31393003
VERSION - DRAWING -

PLAN OF SUBDIVISION

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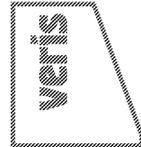


ROOF LEVEL
DIAGRAM 38

SCALE
1:300

ORIGINAL SHEET SIZE A3
SHEET 59

REFER TO SHEET 2 FOR EASEMENT DETAILS



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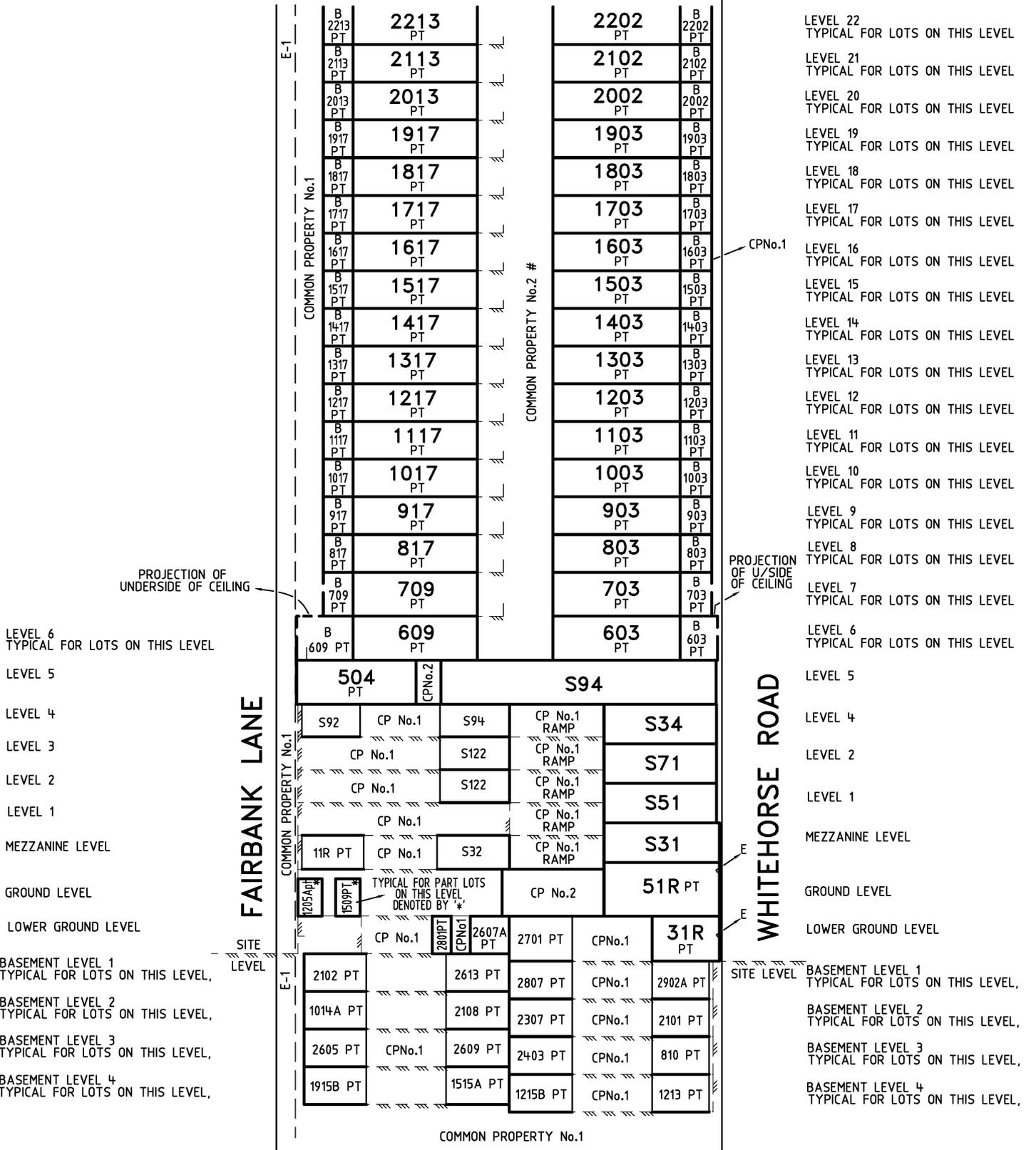
LICENSED SURVEYOR CHRISTOPHER POWELL

DATE -
VERSION -
REFERENCE 31393003
DRAWING -

PLAN OF SUBDIVISION

PS 810969G

SEE SHEET 61 FOR CONTINUATION

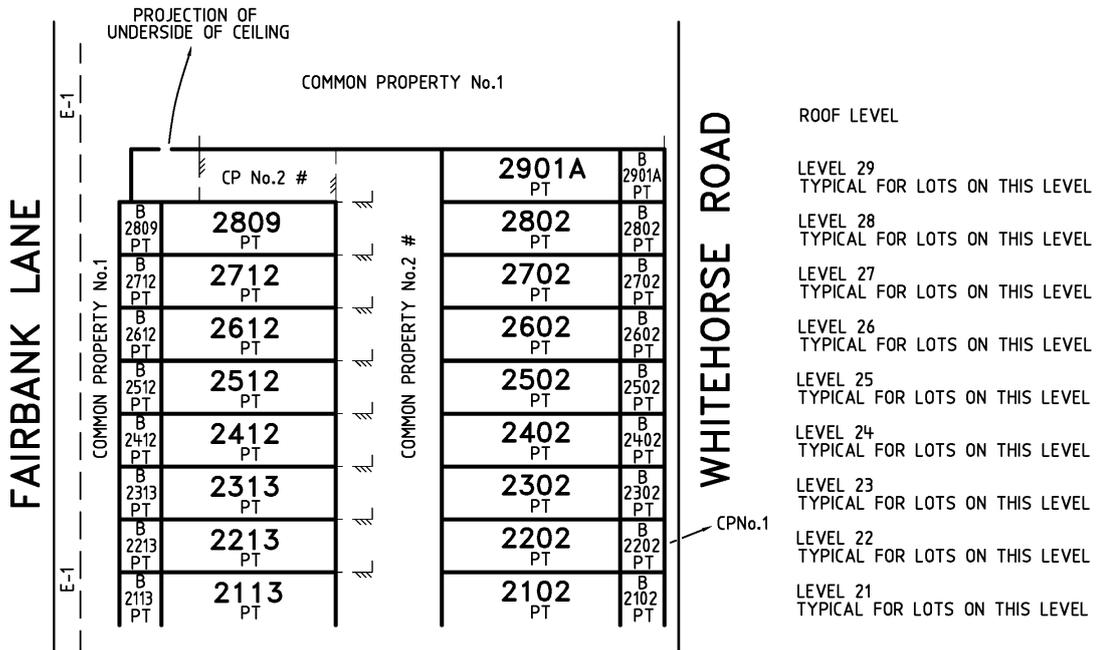


SECTION A-A' (PART)
NOT TO SCALE

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	DATE VERSION -	REFERENCE 31393003 DRAWING -	
			SHEET 60

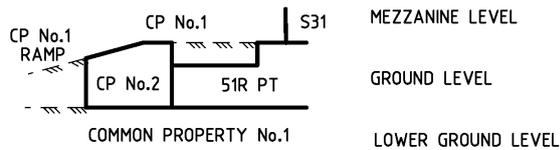
PLAN OF SUBDIVISION

PS 810969G



SEE SHEET 60 FOR CONTINUATION

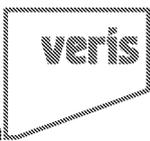
SECTION A-A' (PART)
NOT TO SCALE



SECTION B-B'
NOT TO SCALE

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LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE
N/A



DATE REFERENCE 31393003

VERSION - DRAWING -

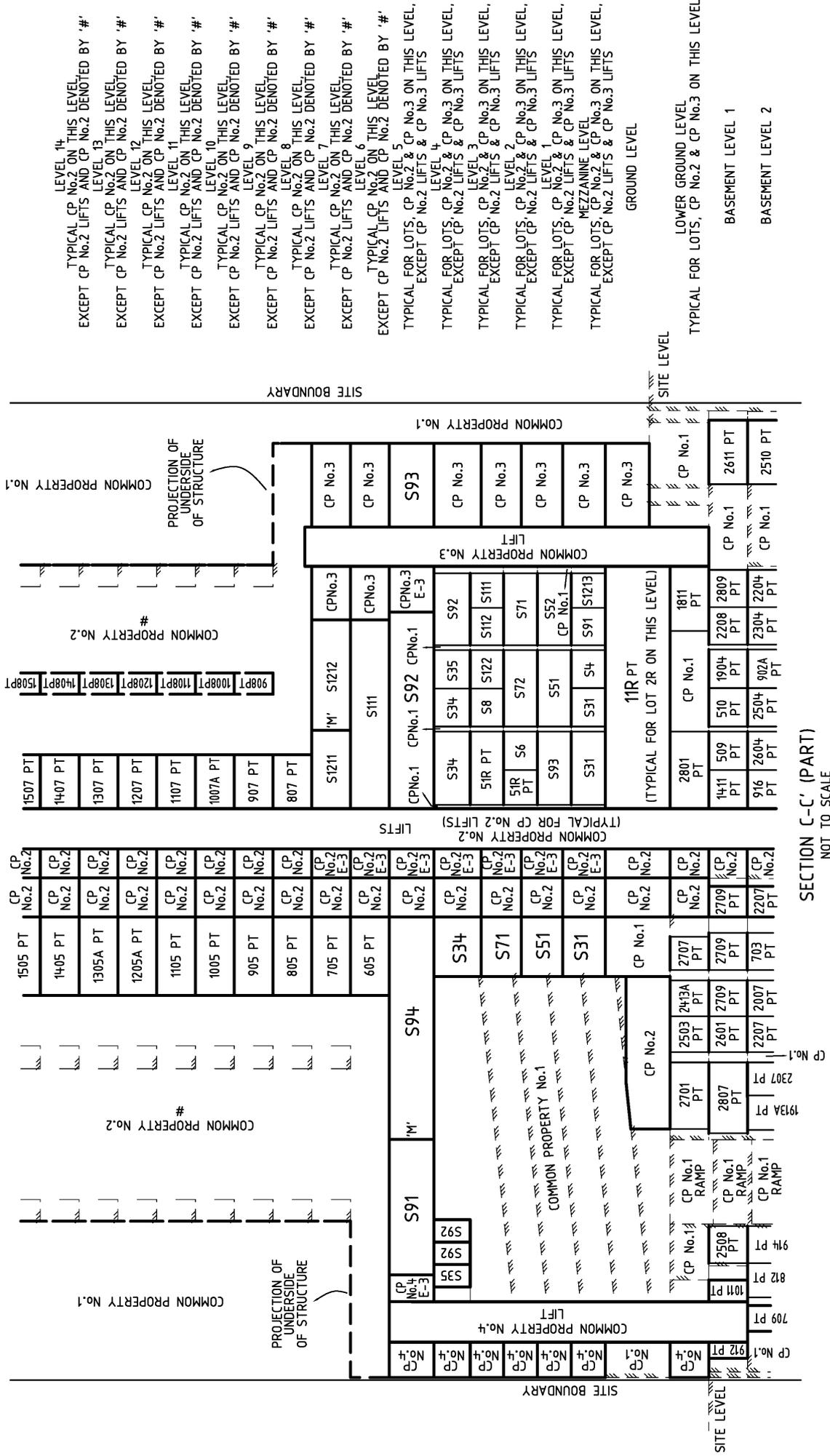
ORIGINAL SHEET SIZE A3

SHEET 61

PLAN OF SUBDIVISION

PS 810969G

SEE SHEET 63 FOR CONTINUATION



LEVEL 14
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 13
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 12
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 11
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 10
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 9
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 8
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 7
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 6
TYPICAL CP No.2 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS AND CP No.2 DENOTED BY '#'

LEVEL 5
TYPICAL FOR LOTS CP No.2 & CP No.3 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS & CP No.3 LIFTS

LEVEL 4
TYPICAL FOR LOTS CP No.2 & CP No.3 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS & CP No.3 LIFTS

LEVEL 3
TYPICAL FOR LOTS CP No.2 & CP No.3 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS & CP No.3 LIFTS

LEVEL 2
TYPICAL FOR LOTS CP No.2 & CP No.3 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS & CP No.3 LIFTS

LEVEL 1
TYPICAL FOR LOTS CP No.2 & CP No.3 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS & CP No.3 LIFTS

MEZZANINE LEVEL
TYPICAL FOR LOTS CP No.2 & CP No.3 ON THIS LEVEL,
EXCEPT CP No.2 LIFTS & CP No.3 LIFTS

GROUND LEVEL

LOWER GROUND LEVEL
TYPICAL FOR LOTS CP No.2 & CP No.3 ON THIS LEVEL

BASEMENT LEVEL 1

BASEMENT LEVEL 2

SECTION C-C' (PART)
NOT TO SCALE

	LICENSED SURVEYOR CHRISTOPHER POWELL	SCALE 1:300	ORIGINAL SHEET SIZE A3
	DATE 31/03/2023 VERSION -	REFERENCE 31393003 DRAWING -	SHEET 62

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS810969G

The land in PS810969G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 2R, 4R, 11R, 31R, 32R, 33R, 51R, 501 - 507, 508A, 509, 510, 601 - 606, 607A, 607B, 608 - 610, 611A, 701 - 706, 707A, 707B, 708 - 711, 801 - 812, 813A, 814, 815A, 815B, 816 - 819, 901, 902A, 903 - 912, 913A, 914, 915A, 915B, 916 - 919, 1001 - 1006, 1007A, 1008, 1009A, 1010 - 1013, 1014A, 1015A, 1015B, 1016 - 1019, 1101 - 1103, 1105 - 1113, 1114A, 1115AA, 1115B, 1116 - 1119, 1201 - 1204, 1205A, 1206, 1207, 1208A, 1209 - 1214, 1215A, 1215B, 1216 - 1219, 1301 - 1304, 1305A, 1306, 1307A, 1308 - 1312, 1313A, 1314, 1315A, 1315B, 1316 - 1319, 1401 - 1408, 1409A, 1410 - 1414, 1415A, 1415B, 1416 - 1419, 1501 - 1506, 1507A, 1508 - 1514, 1515A, 1515B, 1516 - 1518, 1519A, 1601 - 1604, 1605A, 1606 - 1614, 1615A, 1615B, 1616 - 1618, 1619A, 1701, 1702A, 1703 - 1714, 1715A, 1715B, 1716 - 1719, 1801 - 1814, 1815A, 1815B, 1816 - 1819, 1901 - 1906, 1907A, 1908 - 1912, 1913A, 1914, 1915A, 1915B, 1916 - 1919, 2001 - 2014, 2101 - 2114, 2201 - 2205, 2206A, 2207 - 2214, 2301 - 2311, 2312A, 2313, 2314, 2401 - 2403, 2404A, 2405A, 2406A, 2407A, 2408, 2409, 2410A, 2411, 2412, 2413A, 2501 - 2505, 2506A, 2507 - 2510, 2511A, 2512, 2513, 2601 - 2605, 2606A, 2607A, 2608 - 2613, 2701 - 2710, 2711A, 2712, 2713, 2801 - 2810, 2901A, 2902A, S4, S6, S8, S10, S31, S32, S34, S35, S36, S51, S52, S71, S72, S91, S92, S93, S94, S111, S112, S122, S1211, S1212, S1213.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

G2/101 TRAM ROAD DONCASTER VIC 3108

OC054582U 14/02/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC054589E 14/02/2022

Additional Owners Corporation Information:

OC054582U 14/02/2022

Notations:

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



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OWNERS CORPORATION 1
PLAN NO. PS810969G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 2R	202	137
Lot 4R	63	37
Lot 11R	424	308
Lot 31R	69	40
Lot 32R	113	69
Lot 33R	54	41
Lot 51R	350	322
Lot 501	44	50
Lot 502	42	46
Lot 503	42	46
Lot 504	45	50
Lot 505	45	50
Lot 506	45	50
Lot 507	45	50
Lot 508A	49	54
Lot 509	49	54
Lot 510	49	54
Lot 601	72	62
Lot 602	47	51
Lot 603	67	72
Lot 604	65	72
Lot 605	79	78
Lot 606	35	38
Lot 607A	51	42



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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 607B	56	48
Lot 608	56	63
Lot 609	60	67
Lot 610	58	61
Lot 611A	86	81
Lot 701	67	62
Lot 702	47	51
Lot 703	67	72
Lot 704	65	72
Lot 705	68	74
Lot 706	31	34
Lot 707A	41	42
Lot 707B	56	52
Lot 708	54	63
Lot 709	58	67
Lot 710	49	57
Lot 711	74	76
Lot 801	72	66
Lot 802	48	51
Lot 803	67	72
Lot 804	65	72
Lot 805	68	74
Lot 806	32	34
Lot 807	74	69
Lot 808	65	62
Lot 809	49	50
Lot 810	80	71
Lot 811	87	81
Lot 812	59	61



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OWNERS CORPORATION 1
PLAN NO. PS810969G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 813A	61	67
Lot 814	57	62
Lot 815A	51	46
Lot 815B	50	52
Lot 816	58	67
Lot 817	54	63
Lot 818	49	57
Lot 819	74	77
Lot 901	68	62
Lot 902A	52	55
Lot 903	63	68
Lot 904	61	68
Lot 905	72	78
Lot 906	32	34
Lot 907	66	69
Lot 908	66	66
Lot 909	48	50
Lot 910	76	71
Lot 911	79	81
Lot 912	50	57
Lot 913A	59	67
Lot 914	59	67
Lot 915A	48	42
Lot 915B	50	52
Lot 916	59	67
Lot 917	59	67
Lot 918	54	61
Lot 919	78	81
Lot 1001	69	62



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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

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Land Parcel	Entitlement	Liability
Lot 1002	53	55
Lot 1003	67	72
Lot 1004	65	72
Lot 1005	72	78
Lot 1006	32	34
Lot 1007A	62	65
Lot 1008	66	66
Lot 1009A	48	50
Lot 1010	77	71
Lot 1011	76	77
Lot 1012	50	57
Lot 1013	59	67
Lot 1014A	59	67
Lot 1015A	52	46
Lot 1015B	51	52
Lot 1016	59	67
Lot 1017	59	67
Lot 1018	54	61
Lot 1019	75	77
Lot 1101	69	62
Lot 1102	49	51
Lot 1103	73	72
Lot 1105	72	78
Lot 1106	33	34
Lot 1107	66	69
Lot 1108	66	66
Lot 1109	49	50
Lot 1110	77	71
Lot 1111	76	77



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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1112	54	61
Lot 1113	59	67
Lot 1114A	59	67
Lot 1115AA	46	46
Lot 1115B	51	52
Lot 1116	55	63
Lot 1117	59	67
Lot 1118	50	57
Lot 1119	79	81
Lot 1201	69	62
Lot 1202	54	55
Lot 1203	64	68
Lot 1204	68	68
Lot 1205A	69	74
Lot 1206	33	34
Lot 1207	67	69
Lot 1208A	63	62
Lot 1209	49	50
Lot 1210	78	71
Lot 1211	81	81
Lot 1212	51	57
Lot 1213	60	67
Lot 1214	56	63
Lot 1215A	46	46
Lot 1215B	51	52
Lot 1216	60	67
Lot 1217	60	67
Lot 1218	55	61
Lot 1219	80	81



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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1301	70	62
Lot 1302	50	51
Lot 1303	74	72
Lot 1304	66	72
Lot 1305A	69	74
Lot 1306	37	38
Lot 1307A	63	65
Lot 1308	63	62
Lot 1309	49	50
Lot 1310	78	71
Lot 1311	77	77
Lot 1312	55	61
Lot 1313A	60	67
Lot 1314	60	67
Lot 1315A	47	46
Lot 1315B	52	52
Lot 1316	56	63
Lot 1317	56	63
Lot 1318	55	61
Lot 1319	76	77
Lot 1401	70	62
Lot 1402	54	55
Lot 1403	64	68
Lot 1404	62	68
Lot 1405	69	74
Lot 1406	38	38
Lot 1407	63	65
Lot 1408	63	62
Lot 1409A	50	50



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1410	79	71
Lot 1411	82	81
Lot 1412	55	61
Lot 1413	60	67
Lot 1414	56	63
Lot 1415A	43	42
Lot 1415B	52	52
Lot 1416	60	67
Lot 1417	56	63
Lot 1418	51	57
Lot 1419	81	81
Lot 1501	71	62
Lot 1502	60	55
Lot 1503	74	72
Lot 1504	72	72
Lot 1505	73	78
Lot 1506	34	34
Lot 1507A	63	65
Lot 1508	74	66
Lot 1509	56	50
Lot 1510	79	71
Lot 1511	82	81
Lot 1512	61	61
Lot 1513	66	67
Lot 1514	66	67
Lot 1515A	47	46
Lot 1515B	52	52
Lot 1516	62	63
Lot 1517	66	67



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1518	61	61
Lot 1519A	82	81
Lot 1601	71	62
Lot 1602	60	55
Lot 1603	74	72
Lot 1604	72	72
Lot 1605A	73	78
Lot 1606	34	34
Lot 1607	67	69
Lot 1608	74	66
Lot 1609	57	50
Lot 1610	80	71
Lot 1611	82	81
Lot 1612	62	61
Lot 1613	61	67
Lot 1614	61	67
Lot 1615A	47	46
Lot 1615B	52	52
Lot 1616	63	63
Lot 1617	67	67
Lot 1618	62	61
Lot 1619A	82	81
Lot 1701	71	62
Lot 1702A	61	55
Lot 1703	69	72
Lot 1704	67	72
Lot 1705	74	78
Lot 1706	34	34
Lot 1707	68	69



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PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1708	64	62
Lot 1709	57	50
Lot 1710	80	71
Lot 1711	82	81
Lot 1712	62	61
Lot 1713	61	67
Lot 1714	57	63
Lot 1715A	44	42
Lot 1715B	49	48
Lot 1716	67	67
Lot 1717	67	67
Lot 1718	62	61
Lot 1719	82	81
Lot 1801	72	62
Lot 1802	62	55
Lot 1803	75	72
Lot 1804	73	72
Lot 1805	74	78
Lot 1806	35	34
Lot 1807	68	69
Lot 1808	74	66
Lot 1809	57	50
Lot 1810	81	71
Lot 1811	83	81
Lot 1812	62	61
Lot 1813	57	63
Lot 1814	67	67
Lot 1815A	48	46
Lot 1815B	59	52



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PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1816	61	67
Lot 1817	61	67
Lot 1818	62	61
Lot 1819	83	81
Lot 1901	72	62
Lot 1902	62	55
Lot 1903	69	72
Lot 1904	67	72
Lot 1905	74	78
Lot 1906	35	34
Lot 1907A	64	65
Lot 1908	69	66
Lot 1909	62	54
Lot 1910	81	71
Lot 1911	87	85
Lot 1912	53	57
Lot 1913A	68	67
Lot 1914	58	63
Lot 1915A	48	46
Lot 1915B	59	52
Lot 1916	68	67
Lot 1917	62	67
Lot 1918	63	61
Lot 1919	83	81
Lot 2001	116	96
Lot 2002	75	72
Lot 2003	73	72
Lot 2004	80	80
Lot 2005	74	70



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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2006	75	66
Lot 2007	125	96
Lot 2008	113	110
Lot 2009	69	67
Lot 2010	69	67
Lot 2011	67	75
Lot 2012	69	67
Lot 2013	69	67
Lot 2014	113	110
Lot 2101	104	92
Lot 2102	75	72
Lot 2103	73	72
Lot 2104	80	80
Lot 2105	74	71
Lot 2106	76	66
Lot 2107	116	96
Lot 2108	104	106
Lot 2109	69	67
Lot 2110	69	67
Lot 2111	68	75
Lot 2112	69	67
Lot 2113	65	63
Lot 2114	104	106
Lot 2201	105	92
Lot 2202	76	72
Lot 2203	74	72
Lot 2204	80	80
Lot 2205	74	71
Lot 2206A	72	62



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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2207	117	96
Lot 2208	104	106
Lot 2209	69	67
Lot 2210	69	67
Lot 2211	68	75
Lot 2212	69	67
Lot 2213	65	63
Lot 2214	104	106
Lot 2301	106	92
Lot 2302	76	72
Lot 2303	74	72
Lot 2304	80	80
Lot 2305	74	71
Lot 2306	76	66
Lot 2307	118	96
Lot 2308	104	106
Lot 2309	70	67
Lot 2310	70	67
Lot 2311	68	75
Lot 2312A	70	67
Lot 2313	70	67
Lot 2314	104	106
Lot 2401	107	92
Lot 2402	76	72
Lot 2403	74	72
Lot 2404A	76	76
Lot 2405A	71	67
Lot 2406A	72	62
Lot 2407A	119	96



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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2408	108	110
Lot 2409	66	63
Lot 2410A	70	67
Lot 2411	66	63
Lot 2412	66	63
Lot 2413A	104	106
Lot 2501	112	96
Lot 2502	76	72
Lot 2503	74	72
Lot 2504	81	80
Lot 2505	75	71
Lot 2506A	73	62
Lot 2507	124	100
Lot 2508	109	110
Lot 2509	74	71
Lot 2510	70	67
Lot 2511A	70	67
Lot 2512	66	63
Lot 2513	105	106
Lot 2601	113	96
Lot 2602	76	72
Lot 2603	74	72
Lot 2604	81	80
Lot 2605	75	71
Lot 2606A	77	66
Lot 2607A	125	100
Lot 2608	105	106
Lot 2609	70	67
Lot 2610	70	67



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS810969G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2611	70	67
Lot 2612	70	67
Lot 2613	109	110
Lot 2701	114	96
Lot 2702	77	72
Lot 2703	75	72
Lot 2704	81	80
Lot 2705	75	71
Lot 2706	77	66
Lot 2707	126	100
Lot 2708	105	106
Lot 2709	75	71
Lot 2710	71	67
Lot 2711A	71	67
Lot 2712	71	67
Lot 2713	105	106
Lot 2801	115	96
Lot 2802	77	72
Lot 2803	75	72
Lot 2804	81	80
Lot 2805	75	71
Lot 2806	78	66
Lot 2807	127	100
Lot 2808	71	67
Lot 2809	75	71
Lot 2810	110	110
Lot 2901A	245	236
Lot 2902A	116	96
Lot S4	74	104



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/02/2025 04:27:48 PM

OWNERS CORPORATION 1
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot S6	70	100
Lot S8	67	100
Lot S10	58	141
Lot S31	263	340
Lot S32	262	315
Lot S34	308	353
Lot S35	296	342
Lot S36	88	100
Lot S51	267	353
Lot S52	262	333
Lot S71	267	354
Lot S72	262	339
Lot S91	146	221
Lot S92	191	452
Lot S93	236	248
Lot S94	207	331
Lot S111	301	452
Lot S112	207	397
Lot S122	219	407
Lot S1211	80	122
Lot S1212	107	161
Lot S1213	126	182
Total	32708.00	33925.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS810969G

The land in PS810969G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 501 - 507, 508A, 509, 510, 601 - 606, 607A, 607B, 608 - 610, 611A, 701 - 706, 707A, 707B, 708 - 711, 801 - 812, 813A, 814, 815A, 815B, 816 - 819, 901, 902A, 903 - 912, 913A, 914, 915A, 915B, 916 - 919, 1001 - 1006, 1007A, 1008, 1009A, 1010 - 1013, 1014A, 1015A, 1015B, 1016 - 1019, 1101 - 1113, 1114A, 1115AA, 1115B, 1116 - 1119, 1201 - 1204, 1205A, 1206, 1207, 1208A, 1209 - 1214, 1215A, 1215B, 1216 - 1219, 1301 - 1304, 1305A, 1306, 1307A, 1308 - 1312, 1313A, 1314, 1315A, 1315B, 1316 - 1319, 1401 - 1408, 1409A, 1410 - 1414, 1415A, 1415B, 1416 - 1419, 1501 - 1506, 1507A, 1508 - 1514, 1515A, 1515B, 1516 - 1518, 1519A, 1601 - 1604, 1605A, 1606 - 1614, 1615A, 1615B, 1616 - 1618, 1619A, 1701, 1702A, 1703 - 1714, 1715A, 1715B, 1716 - 1719, 1801 - 1814, 1815A, 1815B, 1816 - 1819, 1901 - 1906, 1907A, 1908 - 1912, 1913A, 1914, 1915A, 1915B, 1916 - 1919, 2001 - 2014, 2101 - 2114, 2201 - 2205, 2206A, 2207 - 2214, 2301 - 2311, 2312A, 2313, 2314, 2401 - 2403, 2404A, 2405A, 2406A, 2407A, 2408, 2409, 2410A, 2411, 2412, 2413A, 2501 - 2505, 2506A, 2507 - 2510, 2511A, 2512, 2513, 2601 - 2605, 2606A, 2607A, 2608 - 2613, 2701 - 2710, 2711A, 2712, 2713, 2801 - 2810, 2901A, 2902A.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

G2/101 TRAM ROAD DONCASTER VIC 3108

OC054583S 14/02/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC054586L 14/02/2022

Additional Owners Corporation Information:

OC054583S 14/02/2022

Notations:

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 501	44	50
Lot 502	38	42
Lot 503	38	42
Lot 504	45	50
Lot 505	45	50
Lot 506	45	50
Lot 507	45	50
Lot 508A	45	50
Lot 509	45	50
Lot 510	45	50
Lot 601	68	58
Lot 602	47	51
Lot 603	63	68
Lot 604	61	68
Lot 605	75	74
Lot 606	31	34
Lot 607A	51	42
Lot 607B	56	48
Lot 608	56	63
Lot 609	56	63
Lot 610	54	57
Lot 611A	82	77
Lot 701	63	58
Lot 702	47	51
Lot 703	63	68
Lot 704	61	68
Lot 705	68	74
Lot 706	31	34



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 707A	41	42
Lot 707B	52	48
Lot 708	54	63
Lot 709	54	63
Lot 710	49	57
Lot 711	74	76
Lot 801	64	58
Lot 802	48	51
Lot 803	63	68
Lot 804	61	68
Lot 805	68	74
Lot 806	32	34
Lot 807	70	65
Lot 808	65	62
Lot 809	49	50
Lot 810	76	67
Lot 811	83	77
Lot 812	55	57
Lot 813A	57	63
Lot 814	57	62
Lot 815A	47	42
Lot 815B	46	48
Lot 816	54	63
Lot 817	54	63
Lot 818	49	57
Lot 819	74	77
Lot 901	64	58
Lot 902A	48	51
Lot 903	63	68



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 904	61	68
Lot 905	68	74
Lot 906	32	34
Lot 907	62	65
Lot 908	62	62
Lot 909	48	50
Lot 910	72	67
Lot 911	75	77
Lot 912	50	57
Lot 913A	59	67
Lot 914	55	63
Lot 915A	48	42
Lot 915B	46	48
Lot 916	55	63
Lot 917	55	63
Lot 918	50	57
Lot 919	74	77
Lot 1001	65	58
Lot 1002	49	51
Lot 1003	63	68
Lot 1004	61	68
Lot 1005	68	74
Lot 1006	32	34
Lot 1007A	62	65
Lot 1008	62	62
Lot 1009A	48	50
Lot 1010	73	67
Lot 1011	76	77
Lot 1012	50	57



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1013	55	63
Lot 1014A	55	63
Lot 1015A	48	42
Lot 1015B	47	48
Lot 1016	55	63
Lot 1017	55	63
Lot 1018	50	57
Lot 1019	75	77
Lot 1101	65	58
Lot 1102	49	51
Lot 1103	69	68
Lot 1104	61	68
Lot 1105	68	74
Lot 1106	33	34
Lot 1107	62	65
Lot 1108	62	62
Lot 1109	49	50
Lot 1110	73	67
Lot 1111	76	77
Lot 1112	50	57
Lot 1113	55	63
Lot 1114A	59	67
Lot 1115AA	42	42
Lot 1115B	47	48
Lot 1116	55	63
Lot 1117	55	63
Lot 1118	50	57
Lot 1119	75	77
Lot 1201	65	58



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 2
PLAN NO. PS810969G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1202	50	51
Lot 1203	64	68
Lot 1204	68	68
Lot 1205A	69	74
Lot 1206	33	34
Lot 1207	63	65
Lot 1208A	59	58
Lot 1209	49	50
Lot 1210	74	67
Lot 1211	77	77
Lot 1212	51	57
Lot 1213	56	63
Lot 1214	56	63
Lot 1215A	42	42
Lot 1215B	47	48
Lot 1216	56	63
Lot 1217	56	63
Lot 1218	51	57
Lot 1219	76	77
Lot 1301	66	58
Lot 1302	50	51
Lot 1303	70	68
Lot 1304	62	68
Lot 1305A	69	74
Lot 1306	33	34
Lot 1307A	59	61
Lot 1308	63	62
Lot 1309	49	50
Lot 1310	74	67



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1311	77	77
Lot 1312	51	57
Lot 1313A	60	67
Lot 1314	56	63
Lot 1315A	43	42
Lot 1315B	48	48
Lot 1316	56	63
Lot 1317	56	63
Lot 1318	51	57
Lot 1319	76	77
Lot 1401	66	58
Lot 1402	50	51
Lot 1403	64	68
Lot 1404	62	68
Lot 1405	69	74
Lot 1406	34	34
Lot 1407	63	65
Lot 1408	63	62
Lot 1409A	50	50
Lot 1410	75	67
Lot 1411	78	77
Lot 1412	51	57
Lot 1413	56	63
Lot 1414	56	63
Lot 1415A	43	42
Lot 1415B	48	48
Lot 1416	56	63
Lot 1417	56	63
Lot 1418	51	57



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1419	77	77
Lot 1501	67	58
Lot 1502	56	51
Lot 1503	70	68
Lot 1504	68	68
Lot 1505	69	74
Lot 1506	34	34
Lot 1507A	59	61
Lot 1508	70	62
Lot 1509	56	50
Lot 1510	75	67
Lot 1511	78	77
Lot 1512	57	57
Lot 1513	62	63
Lot 1514	62	63
Lot 1515A	43	42
Lot 1515B	48	48
Lot 1516	62	63
Lot 1517	62	63
Lot 1518	57	57
Lot 1519A	78	77
Lot 1601	67	58
Lot 1602	56	51
Lot 1603	70	68
Lot 1604	68	68
Lot 1605A	69	74
Lot 1606	34	34
Lot 1607	63	65
Lot 1608	70	62



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1609	57	50
Lot 1610	76	67
Lot 1611	78	77
Lot 1612	58	57
Lot 1613	57	63
Lot 1614	57	63
Lot 1615A	43	42
Lot 1615B	48	48
Lot 1616	63	63
Lot 1617	63	63
Lot 1618	58	57
Lot 1619A	78	77
Lot 1701	67	58
Lot 1702A	57	51
Lot 1703	65	68
Lot 1704	63	68
Lot 1705	70	74
Lot 1706	34	34
Lot 1707	64	65
Lot 1708	64	62
Lot 1709	57	50
Lot 1710	76	67
Lot 1711	78	77
Lot 1712	58	57
Lot 1713	57	63
Lot 1714	57	63
Lot 1715A	44	42
Lot 1715B	49	48
Lot 1716	63	63



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 2
PLAN NO. PS810969G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1717	63	63
Lot 1718	58	57
Lot 1719	78	77
Lot 1801	68	58
Lot 1802	58	51
Lot 1803	71	68
Lot 1804	69	68
Lot 1805	70	74
Lot 1806	35	34
Lot 1807	64	65
Lot 1808	70	62
Lot 1809	57	50
Lot 1810	77	67
Lot 1811	79	77
Lot 1812	58	57
Lot 1813	57	63
Lot 1814	63	63
Lot 1815A	44	42
Lot 1815B	55	48
Lot 1816	57	63
Lot 1817	57	63
Lot 1818	58	57
Lot 1819	79	77
Lot 1901	68	58
Lot 1902	58	51
Lot 1903	65	68
Lot 1904	63	68
Lot 1905	70	74
Lot 1906	35	34



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 2
PLAN NO. PS810969G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1907A	60	61
Lot 1908	65	62
Lot 1909	58	50
Lot 1910	77	67
Lot 1911	79	77
Lot 1912	53	57
Lot 1913A	64	63
Lot 1914	58	63
Lot 1915A	44	42
Lot 1915B	55	48
Lot 1916	64	63
Lot 1917	58	63
Lot 1918	59	57
Lot 1919	79	77
Lot 2001	108	88
Lot 2002	71	68
Lot 2003	69	68
Lot 2004	76	76
Lot 2005	70	66
Lot 2006	71	62
Lot 2007	121	92
Lot 2008	105	102
Lot 2009	65	63
Lot 2010	65	63
Lot 2011	63	71
Lot 2012	65	63
Lot 2013	65	63
Lot 2014	105	102
Lot 2101	100	88



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2102	71	68
Lot 2103	69	68
Lot 2104	76	76
Lot 2105	70	67
Lot 2106	72	62
Lot 2107	112	92
Lot 2108	100	102
Lot 2109	65	63
Lot 2110	65	63
Lot 2111	64	71
Lot 2112	65	63
Lot 2113	65	63
Lot 2114	100	102
Lot 2201	101	88
Lot 2202	72	68
Lot 2203	70	68
Lot 2204	76	76
Lot 2205	70	67
Lot 2206A	68	58
Lot 2207	113	92
Lot 2208	100	102
Lot 2209	65	63
Lot 2210	65	63
Lot 2211	64	71
Lot 2212	65	63
Lot 2213	65	63
Lot 2214	100	102
Lot 2301	102	88
Lot 2302	72	68



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 2
PLAN NO. PS810969G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2303	70	68
Lot 2304	76	76
Lot 2305	70	67
Lot 2306	72	62
Lot 2307	114	92
Lot 2308	100	102
Lot 2309	66	63
Lot 2310	66	63
Lot 2311	64	71
Lot 2312A	70	67
Lot 2313	66	63
Lot 2314	100	102
Lot 2401	103	88
Lot 2402	72	68
Lot 2403	70	68
Lot 2404A	76	76
Lot 2405A	71	67
Lot 2406A	72	62
Lot 2407A	115	92
Lot 2408	100	102
Lot 2409	66	63
Lot 2410A	70	67
Lot 2411	66	63
Lot 2412	66	63
Lot 2413A	100	102
Lot 2501	104	88
Lot 2502	72	68
Lot 2503	70	68
Lot 2504	77	76



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS810969G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2505	71	67
Lot 2506A	69	58
Lot 2507	116	92
Lot 2508	101	102
Lot 2509	66	63
Lot 2510	66	63
Lot 2511A	70	67
Lot 2512	66	63
Lot 2513	101	102
Lot 2601	105	88
Lot 2602	72	68
Lot 2603	70	68
Lot 2604	77	76
Lot 2605	71	67
Lot 2606A	73	62
Lot 2607A	117	92
Lot 2608	101	102
Lot 2609	66	63
Lot 2610	66	63
Lot 2611	66	63
Lot 2612	66	63
Lot 2613	101	102
Lot 2701	106	88
Lot 2702	73	68
Lot 2703	71	68
Lot 2704	77	76
Lot 2705	71	67
Lot 2706	73	62
Lot 2707	118	92



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 2
PLAN NO. PS810969G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2708	101	102
Lot 2709	67	63
Lot 2710	67	63
Lot 2711A	67	63
Lot 2712	67	63
Lot 2713	101	102
Lot 2801	107	88
Lot 2802	73	68
Lot 2803	71	68
Lot 2804	77	76
Lot 2805	71	67
Lot 2806	74	62
Lot 2807	119	92
Lot 2808	67	63
Lot 2809	67	63
Lot 2810	102	102
Lot 2901A	221	212
Lot 2902A	108	88
Total	25858.00	25520.00

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

Statement End.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 4315
Date of Issue: 21 January 2025
Applicant's Reference: SALE - WHITEHORSE:71754

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number: 10096726	Check Digit: 4
Property Description: Lot 1301 PS 810969	
Property Address: 1301/828 Whitehorse Road, BOX HILL VIC 3128	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2024 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2024.

Site Value:	\$50,000
Capital Improved Value:	\$560,000
Net Annual Value:	\$28,000

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025 DECLARED BY COUNCIL 24 JUNE 2024

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

General Rates	774.25
FSPL Fixed Charge	132.00
FSPL Variable Rate	48.70
Waste Service Charges	75.10
TOTAL CURRENT LEVIED	\$1,030.05

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING \$514.00

**For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE**

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2024/2025 rating year, due dates for instalments are 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025. Due date for lump sum payment is 15 February 2025.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

For further information on the items that the waste service charges can comprise of, please see: <https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:



If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100967264
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

11th February 2025

MUSE CONVEYANCING

Dear MUSE CONVEYANCING,

RE: Application for Water Information Statement

Property Address:	828 WHITEHORSE ROAD BOX HILL 3128
Applicant	MUSE CONVEYANCING
Information Statement	30917605
Conveyancing Account Number	4360441930
Your Reference	

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1301/828 WHITEHORSE ROAD BOX HILL 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	1301/828 WHITEHORSE ROAD BOX HILL 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

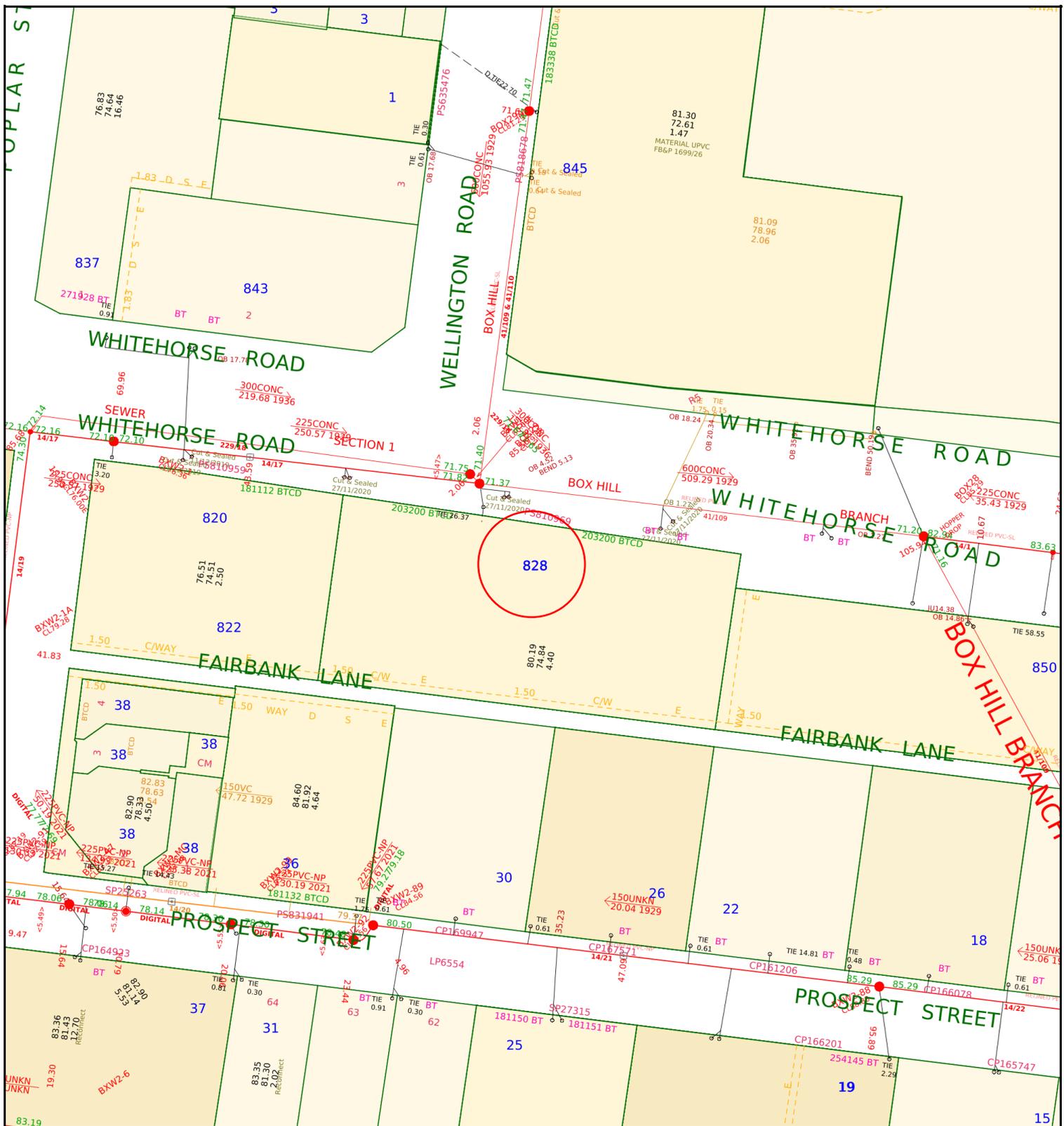
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30917605**

Address	828 WHITEHORSE ROAD BOX HILL 3128	
Date	11/02/2025	
Scale	1:1000	



Yarra Valley Water
ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<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;

MUSE CONVEYANCING
michelle@museconveyancing.com.au

RATES CERTIFICATE

Account No: 1898295209
Rate Certificate No: 30917605

Date of Issue: 11/02/2025
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1301/828 WHITEHORSE RD, BOX HILL VIC 3128	1301\PS810969	5199314	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
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			\$188.91



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

Property No: 5199314

Address: UNIT 1301/828 WHITEHORSE RD, BOX HILL VIC 3128

Water Information Statement Number: 30917605

HOW TO PAY



Biller Code: 314567
Ref: 18982952099

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



MUSE CONVEYANCING

Your Reference: SALE - 1301

Certificate No: 84088757

Issue Date: 11 FEB 2025

Enquiries: ESYSPROD

Land Address: UNIT 1301, 828 WHITEHORSE ROAD BOX HILL VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48920521			12357	428	\$500.00

Vendor: KATHERINE FLOROS & PETER FLOROS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR PETER PANAGIOTIS FLOROS	2025	\$50,000	\$500.00	\$0.00	\$500.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$560,000
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SITE VALUE (SV):	\$50,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$500.00
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Notes to Certificate - Land Tax

Certificate No: 84088757

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$50,000

Calculated as \$500 plus (\$50,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,600.00

Taxable Value = \$560,000

Calculated as \$560,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 84088757

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 84088757

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MUSE CONVEYANCING

Your Reference: Sale - 1301

Certificate No: 84088757

Issue Date: 11 FEB 2025

Enquires: ESYSPROD

Land Address: UNIT 1301, 828 WHITEHORSE ROAD BOX HILL VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48920521			12357	428	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$560,000

SITE VALUE: \$50,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 84088757

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



MUSE CONVEYANCING

Your Reference: SALE - 1301

Certificate No: 84088757

Issue Date: 11 FEB 2025

Land Address: UNIT 1301, 828 WHITEHORSE ROAD BOX HILL VIC 3128

Lot	Plan	Volume	Folio
		12357	428

Vendor: KATHERINE FLOROS & PETER FLOROS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 84088757

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 84088756

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 84088756

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE

s.151 (4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No: PS 810969G Owners Corporation 1
Address: 826-830 Whitehorse Road, Box Hill, Victoria, 3128
Vendor: MR PETER FLOROS & MRS KATHERINE FLOROS

This certificate is issued for **Lot 1301** on Plan of Subdivision No: PS 810969G – Owners Corporation 1.

Postal address of which is Unit **1301**/828 Whitehorse Road, Box Hill, Victoria, 3128.

Applicant for the certificate is: Michelle Sandys@Muse Conveyancing

IMPORTANT:

The information in this certificate is issued on **11 February 2025**

1. The fees for Financial Year 1st Mar. 2024 – 28th Feb. 2025 commenced from **1st Mar. 2024** payable quarterly in advance.

Levy Period	Admin Fund	Maintenance Fund	Due Date	Paid
1 st Mar 2024 – 31 st May 2024	\$388.95	\$0.00	1 st Mar 2024	YES
1 st June 2024 – 31 st Aug 2024	\$388.95	\$0.00	1 st June 2024	YES
1 st Sep 2024 – 30 th Nov 2024	\$445.55	\$40.65	1 st Sep 2024	YES
1 st Dec 2024 – 28 th Feb 2025	\$445.55	\$40.65	1 st Dec 2024	YES
1 st Mar 2025 – 31 st May 2025	\$417.24**	\$20.31**	1 st Mar 2025	No

****NOTE:** These fees interim levy and are subject to change (an adjustment levy could be applied) in the new financial year depending on the budget to be approved at the next AGM.

2. Fees for the lot have been paid to is 28th Feb 2025.
3. The total of any unpaid fees for the lot is **\$0.00**
4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are **\$0.00**
5. Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (1) to (4) above? If so, then provide details: **None scheduled at this date.**
6. The Owners Corporation has the following insurance cover: **The Certificate of Currency will be attached to the Owners Corporation Certificate.**
7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: **No.**

8. The total funds held by the Owners Corporation are:

Administration Fund	\$102,069.80
Maintenance Fund	\$20,080.07
Total Funds	\$122,149.87

9. Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (1) to (5) above? If so, then provide the date of that resolution: **Nil.**

10. Are there any current contracts, leases, licences, or agreements affecting the common property? If so, then provide details: **Yes.**

- **An agreement has been entered into with O3 Networks Pty Ltd to own and operate an electrical embedded network at the property for the supply of electricity to residents and the common property.**
- **An agreement has been entered into with O3 Networks Pty Ltd to provide and operate a water heating system and associated billing and the supply of gas to all residents and/or the common property.**
- **An agreement has been entered into with Bottle Communications Pty Ltd to provide and operate a telecommunication network to the building and associated billing and the supply of telecommunication to all residents and/or the common property.**
- **A Contract of Appointment has been entered into with Maxa Owners Corporation Management Pty Ltd for the provision of Owners Corporation Management services.**
- **A Waste Management Agreement has been entered into with iDump Environmental Waste Management for the provision of waste management services.**
- **A Building Management Agreement (including cleaning) has been entered into with Prosperous Facilities Management Pty Ltd for the provision of building management and cleaning services.**
- **A Signage Lease 1 Agreement has been entered into with Hexa Pacific Pty Ltd for the erection and display of signs for advertising purposes or other purposes ancillary to the Development or the business of the tenant and relevant related entities.**
- **A Signage Lease 2 Agreement has been entered into with Panorama Investment (Box Hill) Pty Ltd for the erection and display of signs for advertising purposes or other purposes ancillary to the Development or the business of the tenant and relevant related entities.**
- **A Developer Access Licence has been entered into with Panorama Investment (Box Hill) Pty Ltd which grants the right to use parts of the common property as may be required to conduct usual real estate business and marketing activities.**
- **A Storage Lease Agreement 1 has been entered into with Hexa Pacific Pty Ltd for part of common property no. 1 to use for retail food provision, storage and collection purposes.**
- **A Storage Lease Agreement 2 has been entered into with Hexa Pacific Pty Ltd for part of common property no. 1 and common property no. 4 to use for storage purposes.**
- **A non-exclusive licence has been entered with Hexa Pacific Pty Ltd for part of common property no. 1 and part of common property no. 2 which grants the licensee an access right to the Common Areas.**
- **A Condensers Location Licence has been entered with the relevant retail/commercial lot owners for part of common property no. 1 to use for installation of condenser units.**

- **A towing service agreement has been entered into with Anytime Towing Service for the violation of the Owners Corporation Rules.**
 - **A lift maintenance contract has been entered into with Schindler Lifts Australia Pty Ltd for the lift maintenance in the property.**
11. Are there any current agreements to provide services to lot owners, occupiers, or the public? If so, then provide details: **Yes.**
- **An agreement has been entered into with O3 Networks Pty Ltd to own and operate an electrical embedded network at the property for the supply of electricity to residents and the common property.**
 - **An agreement has been entered into with O3 Networks Pty Ltd) to provide and operate a water heating system and associated billing and the supply of gas to all residents and/or the common property.**
 - **An agreement has been entered into with Bottle Communications Pty Ltd to provide and operate a telecommunication network to the building and associated billing and the supply of telecommunication to all residents and/or the common property.**
12. 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: **No.**
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: **No.**
14. Has the Owners Corporation appointed, or resolved to appoint, a manager? **Yes.**
If so, then provide details:
- The manager is: **MAXA Owners Corporation Management Pty Ltd**
 274A Whitehorse Road Balwyn VIC 3103
 info@maxaoc.com.au
15. Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **No.**
16. Documents required to be attached to the owners corporation certificate are:
- I. A copy of the minute of the Annual General Meeting of the owners corporation
 - II. A copy of the consolidated rules registered at Land Victoria
 - III. A copy of the Certificate of Currency Policy
 - IV. A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled *“Statement of Advice and Information for Prospective Purchasers and Lot Owners”*

IMPORTANT:

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. It may be prudent to obtain an update prior to settlement of the property.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

Date: 11 February 2025

This owners corporation certificate was prepared by:



Jun Chen

On behalf of the Owners Corporation Plan of Subdivision No. 810969G-1

MAXA Owners Corporation Management Pty Ltd

274A Whitehorse Road Balwyn VIC 3103

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

OWNERS CORPORATION CERTIFICATE

s.151 (4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No: PS 810969G Owners Corporation 2
Address: 828 Whitehorse Road, Box Hill, Victoria, 3128
Vendor: MR PETER FLOROS & MRS KATHERINE FLOROS

This certificate is issued for **Lot 1301** on Plan of Subdivision No: PS 810969G – Owners Corporation 2.

Postal address of which is Unit 1308 / 828 Whitehorse Road, Box Hill, Victoria, 3128.

Applicant for the certificate is: Michelle Sandys@Muse Conveyancing

IMPORTANT:

The information in this certificate is issued on **11 February 2025**.

1. The fees for Financial Year 1st Mar. 2024 – 28th Feb. 2025 commenced from **1st Mar. 2024** payable quarterly in advance.

Levy Period	Admin Fund	Maintenance Fund	Due Date	Paid
1 st Mar 2024 – 31 st May 2024	\$192.40	\$0.00	1 st Mar 2024	YES
1 st June 2024 – 31 st Aug 2024	\$192.40	\$0.00	1 st June 2024	YES
1 st Sep 2024 – 30 th Nov 2024	\$216.60	\$53.00	1 st Sep 2024	YES
1 st Dec 2024 – 28 th Feb 2025	\$216.60	\$53.00	1 st Dec 2024	YES
1 st Mar 2025 – 31 st May 2025	\$204.48**	\$26.49**	1 st Mar 2025	No

****NOTE:** These fees interim levy and are subject to change (an adjustment levy could be applied) in the new financial year depending on the budget to be approved at the next AGM.

2. Fees for the lot have been paid to is 28th Feb 2025.
3. The total of any unpaid fees for the lot is: **\$0.00**
4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are **\$0.00**
5. Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (1) to (4) above? If so, then provide details: **None scheduled at this date.**
6. The Owners Corporation has the following insurance cover:
Please refer to the attached details of Insurance.
7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: **No.**

8. The total funds held by the Owners Corporation are:

Administration Fund	\$102,767.34
Maintenance Fund	\$44,840.44
Total Funds	\$147,607.78

9. Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (1) to (5) above?

If so, then provide the date of that resolution: **Nil.**

10. Are there any current contracts, leases, licences, or agreements affecting the common property?

If so, then provide details: **Yes.**

- **An agreement has been entered into with O3 Networks Pty Ltd to own and operate an electrical embedded network at the property for the supply of electricity to residents and the common property.**
- **An agreement has been entered into with O3 Networks Pty Ltd to provide and operate a water heating system and associated billing and the supply of gas to all residents and/or the common property.**
- **An agreement has been entered into with Bottle Communications Pty Ltd to provide and operate a telecommunication network to the building and associated billing and the supply of telecommunication to all residents and/or the common property.**
- **A Contract of Appointment has been entered into with Maxa Owners Corporation Management Pty Ltd for the provision of Owners Corporation Management services.**
- **A Building Management Agreement (including cleaning) has been entered into with Prosperous Facilities Management Pty Ltd for the provision of building management and cleaning services.**
- **A Signage Lease 1 Agreement has been entered into with Hexa Pacific Pty Ltd for the erection and display of signs for advertising purposes or other purposes ancillary to the Development or the business of the tenant and relevant related entities.**
- **A Signage Lease 2 Agreement has been entered into with Panorama Investment (Box Hill) Pty Ltd for the erection and display of signs for advertising purposes or other purposes ancillary to the Development or the business of the tenant and relevant related entities.**
- **A Developer Access Licence has been entered into with Panorama Investment (Box Hill) Pty Ltd which grants the right to use parts of the common property as may be required to conduct usual real estate business and marketing activities.**
- **A non-exclusive licence has been entered with Hexa Pacific Pty Ltd for part of common property no. 1 and part of common property no. 2 which grants the licensee an access right to the Common Areas.**
- **A towing service agreement has been entered into with Anytime Towing Service for the violation of the Owners Corporation Rules.**
- **A food locker service agreement has been entered into with Foodifox to ensure that food orders be collected by the authorise user.**

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **Yes.**
- **An agreement has been entered into with O3 Networks Pty Ltd to own and operate an electrical embedded network at the property for the supply of electricity to residents and the common property.**
 - **An agreement has been entered into with O3 Networks Pty Ltd to provide and operate a water heating system and associated billing and the supply of gas to all residents and/or the common property.**
 - **An agreement has been entered into with Bottle Communications Pty Ltd to provide and operate a telecommunication network to the building and associated billing and the supply of telecommunication to all residents and/or the common property.**
12. 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: **No.**
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: **No.**
14. Has the Owners Corporation appointed, or resolved to appoint, a manager? **Yes.**
If so, then provide details:

The manager is: **MAXA Owners Corporation Management Pty Ltd**
274A Whitehorse Road Balwyn VIC 3103
info@maxaoc.com.au

15. Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **No.**
16. Documents required to be attached to the owners corporation certificate are:
- I. A copy of the minute of the Annual General Meeting of the owners corporation
 - II. A copy of the consolidated rules registered at Land Victoria
 - III. A copy of the Certificate of Currency
 - IV. A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled *“Statement of Advice and Information for Prospective Purchasers and Lot Owners”*

IMPORTANT:

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. It may be prudent to obtain an update prior to settlement of the property.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

Date: 11 February 2025

This owners corporation certificate was prepared by:



.....
Jun Chen

On behalf of the Owners Corporation Plan of Subdivision No. 810969G-2
MAXA Owners Corporation Management Pty Ltd
274A Whitehorse Road Balwyn VIC 3103

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

OWNERS CORPORATION RULES
OWNERS CORPORATION NO. 1 PS810969G

1. DEFINITIONS & INTERPRETATION

1.1 Definitions:

In these rules unless the context indicates a contrary intention:

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

"**BBQ**" means the BBQ located on the roof top level forming part of the common property;

"**Building**" means the building constructed on the Land;

"**Development**" means the development located at 826-834 Whitehorse Road, Box Hill constructed on the land comprised in the Plan of Subdivision;

"**Developer**" means Panorama Investment (Box Hill) Pty Ltd ACN 613 495 882 and its successor in title;

"**Developer's Representative**" means the Developer's employees, agents, solicitors, contractors and subcontractors;

"**Function Room**" means the function room located on the roof top level forming part of the common property;

"**Governmental Agency**" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

"**Gym**" means the proposed gymnasium facility to be erected by the Developer;

"**Land**" means the whole of the land described in the Plan;

"**Manager**" means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

"**Member**" means a member of the Owners Corporation;

"**Occupier**" means an occupier of a lot on the Plan;

"**Owners Corporation**" means owners corporation No. 1 PS810969G;

"**Plan**" means Plan of Subdivision No. PS810969G;

"**Related Entity**" has the meaning given in the *Corporations Act 2001* (Cth); and

"**Security Key or Security Card**" means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property.

1.2 Interpretation:

In these rules unless the context indicates a contrary intention:

1.2.1 headings are for convenience only and shall not affect interpretation,

1.2.2 words denoting any gender shall include all genders,

1.2.3 an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,

- 1.2.4 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - 1.2.5 a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
 - 1.2.6 a reference to a Owners Corporation includes any elected committee of the Owners Corporation, and
 - 1.2.7 a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.
- 1.3 The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. INCORPORATION OF ACT

- 2.1 To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Members must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

3. BEHAVIOUR

- 3.1 A Member or Occupier when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed, and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another lot or to any person lawfully using common property.
- 3.2 A Member or Occupier must not:
- 3.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another lot or of any person lawfully using common property; or
 - 3.2.2 obstruct the lawful use of common property by any person;
 - 3.2.3 without limiting the generality of the foregoing, use, or permit the use of, hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays;
 - 3.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware onto the common property;
 - 3.2.5 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials or liquids over balconies or in common property;
 - 3.2.6 permit any persons under the control of that Member or Occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children; or
 - 3.2.7 permit any persons under the control of that person to use on the common property any skateboards, roller skates or roller blades.

4. SMOKING

- 4.1 A Member or Occupier must not;
 - 4.1.1 smoke, nor allow anyone else to smoke, on or in the balcony of their lot or the common property (including without limitation passageways, lifts, foyers, gym and car park). Smoking in lifts is prohibited by law; or
 - 4.1.2 cause or permit smoke to drift into common property (including without limitation passageways, lifts, foyers, gym and car park) or any other lots in the Building.

5. SERVICES

- 5.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or Occupier must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - 5.1.1 the structural integrity of any part of the common property is impaired;
 - 5.1.2 the provision of services through the lot or the common property is interfered with in any way; or
 - 5.1.3 any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

6. MOVING

- 6.1 A Member or Occupier must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first providing three (3) days notice to the Manager.
- 6.2 A Member or Occupier may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 The driveways must be kept clear at all times.
- 6.4 No moving of furniture or goods can be undertaken without the protective covers installed on the walls of the lift and covers placed on the lift floor to protect the surface.
- 6.5 Without limiting the generality of the foregoing rules, the moving in or out of furniture or goods is usually only permitted between the hours of 9:00am and 4:00pm on weekdays Only, excluding public holidays unless a special arrangement has been made with the Manager. A move without the knowledge of the Manager will result in a levy against the offending lot for the provision of additional cleaning and facility management.
- 6.6 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Member or Occupier will inspect the common property through which such article is to be moved to establish its state of repair. The Member or Occupier will be liable for any damage caused to the common property arising from the movement of the article.
- 6.7 A Member or Occupier is responsible for the cost of any cleaning required to be undertaken for the common property and the cost of repairing any damage caused to the common property as a result of the move in or out.
- 6.8 On completion of the move the Member or Occupier is responsible to ensure all rubbish is cleared from the common areas. The Member or Occupier must ensure that all cartons and packing crates are removed from the Building, under no circumstances are they to be left in the rubbish room.

7. INTERFERENCE

- 7.1 A Member or Occupier must not:
- 7.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation. installed on the common property;
 - 7.1.2 without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;
 - 7.1.3 modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation;
 - 7.1.4 modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation;
 - 7.1.5 install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation;
 - 7.1.6 not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time; or
 - 7.1.7 interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.
- 7.2 A Member or Occupier must ensure the closers on the front doors are correctly adjusted to avoid the door slamming.

8. DAMAGE AND DEFECTS

- 8.1 A Member or Occupier (or their guests) must not:
- 8.1.1 mark, paint, drive a nail through or into, screw into or otherwise penetrate, damage or deface any part of the common property;
 - 8.1.2 breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy; or
 - 8.1.3 damage any lawn, garden, tree, shrub, plant, flower or any other landscaping on the common property.
- 8.2 A Member or Occupier must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

9. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 9.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
- 9.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or Occupiers of any part of the common property;

- 9.1.2 permit, to the exclusion of Members and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
 - 9.1.3 restrict by means of key or other security device the access of the Members or Occupiers of one level of the lots to any other level of the lots
 - 9.1.4 restrict by means of key or other security device the access of the Members or Occupiers of one level of the lots to any other level of the lots;
- 9.2 A Member or Occupier must abide by any actions taken by the Owners Corporation in accordance with these rules.

10. FIRE

- 10.1 A Member or Occupier must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.
- 10.2 A Member or Occupier must not place any door mats, personal belongings, pot plants or any thing on the passageways, corridors and hallways forming part of the common property.
- 10.3 A Member or Occupier must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 10.4 A Member or Occupier must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 10.5 A Member or Occupier must ensure all occupiers are aware of the fire alarm warning system. There is an alert tone which may be followed by an evacuation tone. All Members and Occupiers must vacate the Building on the evacuation tone. Anyone remaining in the Building does so at their own risk.
- 10.6 A contract nominated by the Owners Corporation will maintain the Building's smoke detection and sprinkler system and all essential safety services and devices. Members and Occupiers must, upon receiving 7 days notice, provide any such contractor with access to their lot for the purpose of performing these maintenance activities.
- 10.7 To avoid any false alarm callout by the Metropolitan Fire Brigade, a Member or Occupier and/or a Member's or Occupier's guests must not:
 - 10.7.1 cause or allow to be caused, whether negligently or otherwise, any circumstances where fire, smoke, fumes or vapour from within the lot activates the smoke detector system, fire alarm system or sprinkler system;
 - 10.7.2 open any door from the lot leading to the common property in circumstances where fire, smoke, fumes or vapour from the lot might enter the common property. In circumstances where there is no danger to life, only can windows be opened to allow smoke, fumes or vapour to escape from the lot;
 - 10.7.3 open any door from the lot leading to the common property whilst having steam cleaning or dry cleaning of carpeting or other soft furnishings undertaken; or
 - 10.7.4 leave open any door from the lot leading to the common property whilst building works or refurbishment works are being undertaken to the lot.

11. STORAGE

- 11.1 Subject to Rule 11.2, a Member or Occupier must not, except with the prior written consent of the Owners Corporation and at their own risk, use or store on their lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.
- 11.2 A Member or Occupier must store any chemicals, liquids, gases or other material used or intended to be used for normal and lawful domestic purposes, or in the fuel tank of a motor vehicle, in its dwelling lot and must not store any such items in its storage cage or lot.
- 11.3 A Member or Occupier must not install or place a storage cage or cabinet or the like on or above a car space which exceeds six cubic metres without first obtaining the written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.
- 11.4 A Member or Occupier must not place any goods, furniture, electrical appliances and the like on a car space without the written consent of the Owners Corporation. The Owners Corporation reserves the right to remove and dispose of any items left in a parking lot or on common property without consent.

12. INSURANCE

- 12.1 A Member or Occupier must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation;
- 12.2 The Owners Corporation insurance policy covers all common areas controlled by the Owners Corporation but, regardless of how the damage occurs, does not extend to cover any damage to privately owned fittings including carpets, curtains, blinds, light and electrical fittings and appliances which are not built into the apartment and can be removed;
- 12.3 The Public Liability policy does not extend to cover the interior of any apartment and/or the balcony.
- 12.4 A Member or Occupier must arrange a Contents Insurance policy to include the items noted in Rule 12.2.
- 12.5 Non-resident Members should arrange a Landlord's Insurance policy, which includes public liability to cover their investment.
- 12.6 A Member or Occupier must forward the details of any potential insurance claim against the Owners Corporation insurance policy to the Manager immediately.
- 12.7 A Member or Occupier where damage (including water damage) affects another lot, other than or in addition to their own will be responsible for the cost of reinstatement.

13. SECURITY, SECURITY KEYS & SECURITY CARDS

- 13.1 A Member or Occupier or persons thereon from time to time must not do or permit anything that may prejudice the security or safety of the common property or any person in or about the Building.
- 13.2 A Member or Occupier must contact the Manager to obtain a new or replacement Security Key or Security Card, apartment key or other common entry key or device.
- 13.3 A Member or Occupier must not change the barrel of the apartment door lock to any other system than the restricted lock system for the property.

- 13.4 The Owners Corporation may charge a reasonable fee for any additional Security Key or Security Card required by a Member or Occupier.
- 13.5 A Member must exercise a high degree of caution and responsibility in making a Security Key or Security Card available for use by any Occupier and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the Occupier to ensure the return of the Security Key or Security Card to the Member or the Owners Corporation.
- 13.6 A Member or Occupier in possession of a Security Key or Security Card must not without written consent from the Owners Corporation duplicate the Security Key or Security Card or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key or Security Card is not lost or handed to any person other than another Member or Occupier and is not disposed of otherwise than by returning it to the Member or Occupier or the Owners Corporation.
- 13.7 A Member or Occupier must promptly notify the Owners Corporation if a Security Key or Security Card issued to him is lost or destroyed.
- 13.8 A Member or Occupier should under no circumstances allow entry to the Building by an unknown person no matter how plausible their explanation might be.
- 13.9 A Member or Occupier should ensure that no one has access to the Building or car park without normal security procedures.
- 13.10 A Member or Occupier must not deliberately leave open any external door to any part of the Building. This includes roller doors and sliding doors to the car parks and rubbish room.

14. CLEANING

- 14.1 A Member or Occupier must:
- 14.1.1 keep that lot clean and in good repair; and
- 14.1.2 ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that Member or Occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.

15. BALCONIES

- 15.1 A Member or Occupier must:
- 15.1.1 ensure balconies are cleaned with a mop or similar to ensure no liquid run off;
- 15.1.2 ensure pot plants must be placed in a saucer and only watered to the extent that no water overflows the saucer;
- 15.1.3 ensure no running water is used to clean balconies
- 15.1.4 clean balcony and balcony glass regularly to ensure no dirt build up;
- 15.1.5 ensure a receptacle captures all condensate from balcony mounted air conditioners. These receptacles are to be emptied frequently to ensure no water escapes the balcony;
- 15.1.6 subject to Rule 15.1.7, ensure that any furniture, equipment, pot plant, personal belonging, thing or item placed on the balcony is properly secured;

- 15.1.7 not place or install any pot plant or other similar items on or along the balustrade of the balcony; and
 - 15.1.8 not, and must take all reasonable steps to ensure that their guests do not, hang any clothes, thing or item from or on the outside of their lot (including the balcony) or the common property.
- 15.2 A Member or Occupier may only use the following on a balcony:
- 15.2.1 furniture designed for balcony use;
 - 15.2.2 pot plants with saucers; and
 - 15.2.3 an electric or gas barbeque.

16. SIGNS, BLINDS AND AWNINGS

- 16.1 A Member or Occupier must not:
- 16.1.1 erect or affix any sign or notice to any part of the common property unless approved by the Owners Corporation;
 - 16.1.2 install or permit the installation of any awnings, blinds, curtains or other coverings unless the surface of the awnings, blinds, curtains or other coverings is off white in colour without approval by the Owners Corporation;
 - 16.1.3 allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the common property; or
 - 16.1.4 allow, request or authorise, the erection of any for sale or for lease or licence or sub-lease boards or signs of any description to be installed on areas adjacent to the common property or within the vicinity of the common property, which may infer reference to the Building (including the common property) or a private lot, Member or Occupier.

17. APPEARANCE

- 17.1 Without limiting any other of these rules, a Member or Occupier must not:
- 17.1.1 without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building (be it internal or external of the Building);
 - 17.1.2 install bars, screens, peep holes, smart locks or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
 - 17.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
 - 17.1.4 install or operate any intruder alarm which emits an audible signal;
 - 17.1.5 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
 - 17.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;

- 17.1.7 without the prior written consent of the Owners Corporation install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus;
- 17.1.8 Without prior written consent of the Owners Corporation replace any soft floor coverings with hard surfaces or leave any floor surface bare of floor covering, which may affect the acoustic rating of the floor level and create undue noise to adjoining Members or Occupiers.
- 17.1.9 install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation;
- 17.1.10 install any pipes, wiring, cables or the like to the external face of the Building;
- 17.1.11 place any washing, towel, clothesline, clotheshorse, clothes airer or other article so as to be visible from the common property or outside the Building;
- 17.1.12 hang curtains or blinds visible from outside a lot unless the back of the curtains or blinds is one solid colour, preferably white, grey or cream in colour; or
- 17.1.13 construct or erect any sheds, kennels, spas or hot tubs, synthetic grass, screen or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony.

18. PAINTING AND FINISHINGS

- 18.1 A Member or Occupier must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property,
- 18.2 Commercial lots upon submitting all architectural drawings, plans, colour schedules and any council required permits to the committee of the Owners Corporation, may be granted approval, subject to the requirements of Planning Permit Number WH/2016/1149 issued by City of Whitehorse and any other permit affecting the property, paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property, only after the committee resolved by ordinary resolution that they may do so.

19. RUBBISH

- 19.1 A Member or Occupier must not:
 - 19.1.1 deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the common property except in the receptacles as designated by Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
 - 19.1.2 throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, down the staircase or from the terraces or balconies;
 - 19.1.3 refuse to bear the cost of cleaning and repair cause by a breach of this rule 19; or
 - 19.1.4 leave or fail to clean up any refuse which is dropped or spilled on the common property or fail to notify the Owners Corporation if refuse is spilled or dropped.
- 19.2 A Member or Occupier must ensure that an occupier of the lot disposes of garbage or waste in a manner that does not adversely affect the health, hygiene or comfort of other Members or Occupiers.
- 19.3 Guidelines regarding rubbish, chute and bin use may be determined and varied at any time by the Owners Corporation or the Manager.

- 19.4 All waste disposed of via the rubbish chutes, other than the items referred to rule 19.5 should be contained in tied plastic bags.
- 19.5 Glass, paper, cans and bottles are to be disposed directly into the recycling chute and are not to be placed into any bags.
- 19.6 Cardboard boxes or cartons are to be flattened and disposed directly in the garbage room.
- 19.7 If the rubbish chute(s) become blocked and the Owners Corporation is able to identify the responsible Member or Occupier, then the cost to reinstate the chute(s) may be recovered from the relevant Member or Occupier.
- 19.8 Items that must not be disposed of via either the rubbish chute include cigarette butts, ignition sources or fluids, items weighing over 3 kg, items which may block the chute, and items with a volume greater than 35cm³ and any other items which the Owners Corporation or Manager may prescribe from time to time pursuant to the guidelines.
- 19.9 All items which cannot be disposed of via the rubbish chute (subject to observing these rules and guidelines) may be disposed of in the bins within any garbage room.
- 19.10 Flammable items or any other hazardous materials or hard rubbish (for example, glass, brick, crockery, appliances or similar) are not to be disposed of through the rubbish chutes or in any garbage room. A Member or Occupier is responsible for the disposal of flammable items, hazardous materials, hard rubbish or large items, and must make private arrangements for disposal of these items at their own cost.

20. OWNERS CORPORATION CONSENT

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

21. COMPLAINTS AND COMMUNICATIONS

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

22. VEHICLES AND BICYCLES

- 22.1 A Member or Occupier must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 22.2 A Member or Occupier must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that Member or Occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.
- 22.3 A Member or Occupier must not park or permit to be parked any vehicle, trailer or motor cycle other than within additional units (parking spaces) attached to their lot and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles (such as those vehicles, trailers or motor cycles parked in the visitor parking lots or on another Member or Occupier's lot).
- 22.4 A Member or Occupier may allow visitors or guests to occupy their car space.

- 22.5 A Member or Occupier must ensure all drivers comply with all directional signs and the speed limit of 10km/h while on common property.
- 22.6 A Member or Occupier must ensure all drivers exercise due care while driving in or about the car park so as not to cause danger or concern to any person or property.
- 22.7 A Member or Occupier shall not permit any vehicle to be commercially cleaned, serviced or repaired in the car park other than when the RACV or similar is required. In this case the Member or Occupier must be present at all times.
- 22.8 The Owners Corporation shall not be responsible for:
 - 22.8.1 any damage sustained by the driver's vehicle while upon or entering or leaving the car park;
 - 22.8.2 the theft of any vehicle parked in the car park; or
 - 22.8.3 the theft of any contents from a vehicle parked in the car park.
- 22.9 The driver's vehicle whether parked or mobile in the car park shall be at the sole risk of the driver.
- 22.10 A Member or Occupier must not:
 - 22.10.1 ride a pedal bicycle on common property except for the purpose of arriving or departing from the Building. (All liability rests with the rider);
 - 22.10.2 permit any bicycle to be stored (including in a lot) other than in the areas (if any) of the common property fitted with bicycle racks that may be designated by the Owners Corporation or its Manager for such purpose from time to time; or
 - 22.10.3 bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property designated by the Owners corporation or its Manager from time to time.
- 22.11 A Member who lets their car space independently of their apartment to a non-resident must provide the Owners Corporation Manager with the lessee's details including name, address, car registration, day, evening phone numbers, and another contact person in case of emergency.

23. COMPLIANCE

- 23.1 A Member or Occupier must take all reasonable steps to ensure that invitees of the Member or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 23.2 A Member of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules (as amended from time to time), the Model Rules, together with any guidelines issued by the Manager or the Owners Corporation from time to time. This includes ensuring the lessee or licensee has read, and is bound by under the terms of their lease or licence agreement, these rules (as amended from time to time), the Model Rules and the guidelines issued by the Manager or the Owners Corporation from time to time. A Member who grants a lease or licence over its lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these rules (as amended from time to time), the Model Rules, guidelines issued by the Manager or the Owners Corporation and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

- 23.3 A Member or Occupier must at the Member's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 23.4 A Member or Occupier must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other Member or Occupier or their representative or invitees.
- 23.5 A Member or Occupier must give the Manager advance written notice of changes to the occupancy of the Member's or Occupier's lot (including the changes in the ownership or tenancy of the lot) and the expected term of the occupancy (where there is a change in a tenancy of the lot).

24. BUILDING AND CONSTRUCTION

- 24.1 A Member or Occupier must ensure that under no circumstances are perimeter walls of their lot, or any other structural wall, any floor or any ceiling to be penetrated or breached.
- 24.2 A Member or Occupier must not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with the following requirements:
 - 24.2.1 such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - 24.2.2 the Member or Occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Members and Occupiers (see also Rule 3.2.3).
- 24.3 The Member or Occupier must not proceed with any such works until the Member or Occupier:
 - 24.3.1 submits to the Owners Corporation plans and specifications of any building or renovation works proposed by the Member or Occupier which affect the internal structure or appearance of the lot or which may affect the services or the fire or acoustic ratings of any component of the Building; and
 - 24.3.2 submits to the Owners Corporation plans and specifications of any works proposed by the Member or Occupier which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building; and
 - 24.3.3 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - 24.3.4 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the reasonable costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or Occupier and such approval shall not be effective until such reasonable costs have been paid; and

- 24.3.5 if required, pays to the Owners Corporation such reasonable costs incurred by the Owners Corporation in considering the proposed works and providing approval under this Rule 24.
- 24.4 A Member or Occupier is responsible for the cost of any cleaning required to be undertaken for the common property and the cost of repairing any damage caused to the common property as a result of the works under this Rule 24.
- 24.5 The Member or Occupier must ensure that the Member or Occupier and the Member's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and Building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 24.6 Without limiting the generality of Rule 23.3 the Member or Occupier must ensure that the Member or Occupier and the Member's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 24.6.1 building materials must not be stacked or stored in the front or side of the Building unless approval has been obtained from the Manager;
- 24.6.2 scaffolding must not be erected on the common property or the exterior of the Building unless approval has been obtained from the Manager;
- 24.6.3 construction work must comply with all laws of the relevant Government Agencies;
- 24.6.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state. This may mean the hallway and lift lobbies need to be cleaned at the end of each working day;
- 24.6.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property;
- 24.6.6 no work is to be performed on weekends or public holiday; or between the hours of 4:30 p.m. to 8:30 am on any other day.;
- 24.6.7 protective covers must be placed on the walls and floor of the lifts as materials and tools are moved in or out of the Building; and
- 24.6.8 any alteration or additional fixtures having a value of \$5,000 or more should be recorded with the Manager who will ensure the Building Insurance is updated to include these alterations or additions.
- 24.7 Before any of the Member's or Occupier's works commence the Member or Occupier must cause to be affected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation. This is to include an insurance policy that covers legal liability to an amount of \$20 million in respect of any damage to property, injury to persons, consequential (related or subsequent) damage, fidelity guarantee etc, and Workcover registration details;
- 24.8 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the Owners Corporation in the case of common property;

- 24.9 The Member or Occupier shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
- 24.10 The Member or Occupier must forthwith make good any damage occasioned to the Building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) reimburse the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

25. LICENCE TO DEVELOPER

- 25.1 Notwithstanding anything to the contrary herein contained, so long as the Developer or any Related Entity, if any, is a Member and is a Member of a lot on the Plan, these Rules do not apply to the Developer, any Related Entity or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, any Related Entity or its mortgagee or chargee may be engaged in, or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.
- 25.2 The Developer, the Developer's Representatives, any Related Entity, if any, its mortgagees and charges shall be and are by this Rule, authorised by the Owners Corporation to:
- 25.2.1 conduct any marketing and sales activities on the Land;
- 25.2.2 place and maintain in, on or about the Land signs in connection with those marketing and sales activities;
- 25.2.3 place and maintain in, on or about the Land an office, suite or facility from which marketing and sales activities can be conducted; and
- 25.2.4 erect 'for sale', 'for lease', promotional advertising or other signs the Developer, the Developer's Representatives or any Related Entity may require to be erected on any part of the common property.

26. SERVICES

- 26.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Member or Occupier causing the damage or blockage.

27. ACCESS

- 27.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member of his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or Occupier as is reasonable in the circumstances.

- 27.2 The Member agrees immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the lot for the purposes of repairs and maintenance of the Building. The Member must give or cause any tenant they have to grant this access promptly.
- 27.3 The Owners Corporation Manager will provide seven (7) days notice to all lots if external windows are to be cleaned.

28. ANIMALS

- 28.1 A Member or Occupier may keep an animal or bird in his or her lot and may allow any animal access to the common property.
- 28.2 If any animal causes a nuisance the Owners Corporation may give notice to remove the animal from the lot or common property. The Member or Occupier must remove the animal immediately upon receipt of the notice from the Owners Corporation.
- 28.3 A Member or Occupier must ensure that any companion animal in his/her control is kept on a lead, carried or in a cage while on common property.
- 28.4 A Member or Occupier must ensure that any mess made by their animal is cleaned up and the area is thoroughly deodorised and disinfected.
- 28.5 A Member or Occupier must ensure their animal is not allowed to defecate in the garden area of the Building.
- 28.6 A Member or Occupier must ensure that all cat and dog litter is double bagged, securely tied and deposited in the garbage bins situated on the common property.

29. USE OF LIFTS

- 29.1 A Member or Occupier must not, and must ensure that their invitees must not:
- 29.1.1 hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation of, or the other Members' or Occupiers' or their invitees' use of the lifts;
 - 29.1.2 press any buttons other than the one for the floor or level that the lift is required to stop at;
 - 29.1.3 rock or jump inside a lift as doing so may cause the lift to stop between floors; and
 - 29.1.4 use the lifts where there is any risk of fire. The Member or Occupier must only use emergency stairs where there is a risk of fire.
- 29.2 If a lift stops between floors for any reason call the telephone number on the emergency telephone. Hold down the button for at least five (5) seconds to access the emergency call.
- 29.3 Do not hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation, or the other Member's use, of the lifts.

30. BUSINESS

- 30.1 The Member or Occupier, other than commercial lots must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:
- 30.1.1 the trade or business can be carried on and is carried on without causing undue nuisance to the Members and Occupiers; and

- 30.1.2 any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- 30.1.3 the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

31. GYM

- 31.1 Each Member must ensure that in utilising the Gym that:
 - 31.1.1 children below the age of 16 years are not in or around the Gym unless accompanied by an adult Member or Occupier exercising effective control over them;
 - 31.1.2 no food, alcohol or smoking is allowed in or around the Gym;
 - 31.1.3 no Member or Occupier or their guests behaves in a manner in the vicinity of the Gym which interferes with the use and enjoyment of the Gym by any other person; and
 - 31.1.4 each Member and Occupier obeys any lawful direction given to them by the Owners Corporation.
- 31.2 Each Member acknowledges that the Gym must only be utilised by Members residing in a lot and/or Occupiers.
- 31.3 Each Member or Occupier must not invite or allow any person who is not an residing at a lot or an Occupier to use the Gym.
- 31.4 Each Member acknowledges and agrees that each Member or Occupier will only be entitled to use the Gym after the Member or Occupier has completed an induction (organised by a person designated by the Owners Corporation) at the Gym.
- 31.5 The Owners Corporation can make rules relating to the use of the Gym on the condition that those rules are not inconsistent with these Rules and any breach of those rules will be taken to be a breach of these Rules.

32. USE OF FUNCTION ROOM AND BBQ

- 32.1 A Member or Occupier must be inducted to the Function Room and/or BBQ before booking of the room and/or BBQ is approved.
- 32.2 At commencement of any function, the Member or Occupier must ensure those in attendance are aware of any emergency evacuation plan prepared and implemented by the Owners Corporation and location of emergency exits.
- 32.3 No smoking/alcohol is allowed inside and/or around the Function Room or BBQ. The hours of use of the Function Room and BBQ are 8.00 am to 10.00 pm from Monday to Sunday which may change at the discretion of the Owners Corporation Manager.
- 32.4 The Function Room and BBQ are only for the use of Members and Occupiers and their guests. Any Member or Occupier may hire the place by making a booking with the Building Manager.
- 32.5 To use the Function Room and/or BBQ, a booking must be made via the Building Manager at least 72 hours prior.
- 32.6 A charge for use of the Function Room and/or BBQ will be determined and set by the Committee on behalf of the Owners Corporation and may change from time to time.
- 32.7 A Member or Occupier using the Function Room and/or BBQ is responsible for the Member and Occupier and their guests. The area must be cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc will be charged to the Member or Occupier responsible).

- 32.8 Persons using the Function Room and/or BBQ must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Member or Occupier or any other person lawfully using common property.
- 32.9 A Member or Occupier must provide all information about the proposed function as required by the Building Manager, including but not limited to the nature and duration of the function and the number of proposed attendees.
- 32.10 Security may need to be provided at the absolute discretion of the Owners Corporation and at the cost of the Member or Occupier organising the function.
- 32.11 All users of the Function Room and/or BBQ do so at their own risk.
- 32.12 Improper use of the Function Room and/or BBQ may result in bans/restrictions of use being imposed on the Member and/or Occupier and is at the Owners Corporation's absolute discretion.
- 32.13 Must notify the Owners Corporation promptly when becoming aware of any damage to the Function Room and/or BBQ.
- 32.14 A Member or Occupier must promptly make good all damage caused to the Function Room and/or BBQ. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage at the Member's or Occupier's expense. A Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage. The Owners Corporation may at their absolute discretion demand from a Member or Occupier a performance bond in relation to the repair of the Function Room and/or BBQ to guarantee their performance under this rule.

33. RETAIL & COMMERCIAL LOTS

- 33.1 A Member or Occupier of a retail or commercial lot in operating any business must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.
- 33.2 A Member or Occupier of a retail or commercial lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 33.3 A Member or Occupier of a retail or commercial lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - 33.3.1 recyclable items, including without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - 33.3.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
 - 33.3.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for those items by the Owners Corporation;
 - 33.3.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - 33.3.5 ensure a minimum rubbish collection frequency of 2 days so as to ensure no build-up of waste and smells and to meet the cost of the related service.
- 33.4 A Member or Occupier of retail or commercial lot must not use that lot or any part of the common property for any illegal or immoral trade or business nor permit others to do so.

- 33.5 A Member or Occupier of a lot must not use any lot or any part of the common property for any trade or business nor permit others to do so unless:
- 33.5.1 the trade or business can be carried on and is carried on without causing undue material nuisance to the Members or Occupiers;
 - 33.5.2 any requirements about the trade or business stipulated by any relevant authority from time to time are complied with; and
 - 33.5.3 the planning scheme governing the use of that retail or commercial Lot permits the trade or business to be carried on from that lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.
- 33.6 The Owners Corporation grants access to, over, from and between the common property in the Owners Corporation to the other Owners Corporations in the Plan for access purposes and for servicing any plant and equipment in any area in the Development.
- 33.7 A Member or Occupier of a retail or commercial lot when receiving a delivery must only receive it:
- 33.7.1 in a manner, in areas and during times determined by the Owners Corporation, subject to the requirements of Planning Permit Number WH/2016/1149 issued by City of Whitehorse and any other permit affecting the property, to cause the least disruption and inconvenience to other Members or Occupiers; and
 - 33.7.2 using a trolley with rubber wheels; and
 - 33.7.3 so that any trolley does not mark the floor of the lot, common property or Building and makes minimal noise.
- 33.8 A Member or Occupier of a retail or commercial lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or common property or a Building.
- 33.9 A Member or Occupier of a retail or commercial lot must appoint an employee or agent of the Member or Occupier to act as a warden of the lot and must accept safety instructions about fire and other emergencies.
- 33.10 A Member or Occupier of a retail or commercial lot must ensure that at all time the noise emanating from its lot must comply with the State Environment Protection Policy N-1 (Noise from commerce industry and trade).

34. COMPLIANCE / BREACH

- 34.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and/or impose such fine or penalty, as they deem appropriate from time to time as is advised to Members and Occupiers.
- 34.2 The Member or Occupier shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.
- 34.3 The Member or Occupier must on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation, costs and charge payable to the Manager, payments made to any other person (but such payments does not include the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or any member of the committee of the Owners Corporation) as a result of any breach of any rule.

- 34.4 The Member or Occupier must (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or Occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular lot anymore or an Occupier not occupying any lot anymore.
- 34.5 A Member or Occupier must take all reasonable steps to make sure that their guests and invitees obey these rules. If their guests and invitees do not obey these rules, the Member or Occupier must immediately make sure their guests and invitees leave their lot and the common property. The Owners Corporation may remove any person from the common property if the Owners Corporation believes that person is behaving inappropriately.

35. SURVEILLANCE CAMERAS

- 35.1 The Owners Corporation reserves all rights to view any security video or photographs taken in or around the Building and, if offenders are identified from that video or still photographs, to provide such evidence to police to aid in prosecution.
- 35.2 The Owners Corporation reserves all rights to recover from those lots responsible for damages, the costs for any repairs or replacement for damaged or stolen common property fixtures or fittings and all costs to view and retrieve such footage whereas the residents or guests of the lot have been identified on the surveillance equipment as responsible.

36. PENALTY INTEREST

Owners Corporation fees, reimbursements and the like are due and payable on the due date as specified on the fee notice. The Owners Corporation may charge interest on any amount outstanding after the due date at the penalty interest rate for the time being fixed under the *Penalty Interest Rates Act 1983 (Vic)*. Interest will be computed from the date on which the payment became due.

37. OWNERS CORPORATION ACCESS TO THE LOTS

- 37.1 Except in the case of an emergency (in which case no notice is required), upon seven (7) days' notice in writing the Owners Corporation, the Manager and its agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment therein (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member or Occupier or their guests). The Owners Corporation or Manager, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or Occupier as is reasonable in the circumstances.
- 37.2 Members and Occupiers must immediately, in the case of an emergency or otherwise on seven (7) days' notice, provide unconditional access to their lot for the purposes of repairs and maintenance of the Building.
- 37.3 Members and Occupiers are responsible for regularly cleaning the internal and external windows that form part of their lot. Despite this, the Owners Corporation or Manager may, in the interests of maintaining high standards at any time engage a window cleaner to clean all or any of the external windows of the Building (whether part of the lot or common property). Members and Occupiers agree to provide access to their lot for this purposes.
- 37.4 If access is not provided pursuant to this rule 37, on further written notice being provided, the Owners Corporation or Manager will be deemed to have been granted an irrevocable licence to access the Member's or Occupier's lot for the purposes of this rule 37.

38. GREASE TRAP

- 38.1 A Member or Occupier must not connect to or use a grease trap except in compliance with the terms and conditions contained in the rules of the Owners Corporation.
- 38.2 Before connecting to or installing a grease trap, a Member or Occupier must:
- 38.2.1 provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specification.
 - 38.2.2 obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the grease trap and how the grease trap is to be cleaned and maintained, including the frequency of cleaning and maintenance.
 - 38.2.3 enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant Water Authority and Council.
 - 38.2.4 ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the Building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the Building.
- 38.3 After connection the Member or Occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 38.4 In using a grease trap , the Member or Occupier must:
- 38.4.1 comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.
 - 38.4.2 only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 38.5 A Member or Occupier served by using a particular grease trap must be responsible to keep the grease trap and any connection to it:
- 38.5.1 properly and adequately maintained in s state of good and serviceable repair.
 - 38.5.2 adequately clean and free of vermin.
 - 38.5.3 regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, the Water Authority, the Council and any other Government or Regulatory Authority.
- 38.6 A Member or Occupier served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.
- 38.7 The Owners Corporation by its servants and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to a Member or Occupier to inspect such areas or for any other purpose permitted under rules.

39. INFECTIOUS DISEASES

- 39.1 A Member or Occupier must, if required by law, promptly notify the Owner Corporation or the Manager if they or their guests or invitees are the subject of any infectious disease and must provide to the Owners Corporation any information in relation to such disease as may be requested by the Owners Corporation (acting reasonably).
- 39.2 A Member or Occupier must pay to the Owners Corporation the cost of the Owners Corporation disinfecting their lot (if considered necessary by the Owners Corporation acting reasonably) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

40. LEASING OF A LOT

- 40.1 A Member or Occupier may lease or license their lot provided that:
 - 40.1.1 there is a written lease or licence in place between the Member or Occupier and the tenant or the licensee (as the case may be) and the terms of the lease or licence (as the case may be) are compliant with all relevant laws; and
 - 40.1.2 the lease or licence contains a condition requiring the tenant or licensee to obey these rules; and
 - 40.1.3 if required by the Owners Corporation, the tenant or licensee signs an agreement confirming their acceptance of these rules.
- 40.2 A Member or Occupier who leases or licenses their lot must take all reasonable steps, including any action available under the lease or licence, to ensure that any tenant or licensee of their lot (and their guests and invitees) complies with these rules.
- 40.3 A Member or Occupier must not lease or license, or permit their lot to be leased or licensed, for any period less than 30 calendar days.

1. DEFINITIONS & INTERPRETATION

1.1 Definitions:

In these rules unless the context indicates a contrary intention:

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

"**BBQ**" means the BBQ located on the roof top level forming part of the common property;

"**Building**" means the building constructed on the Land;

"**Development**" means the development located at 826-834 Whitehorse Road, Box Hill constructed on the land comprised in the Plan of Subdivision;

"**Developer**" means Panorama Investment (Box Hill) Pty Ltd ACN 613 495 882 and its successor in title;

"**Developer's Representative**" means the Developer's employees, agents, solicitors, contractors and subcontractors;

"**Function Room**" means the function room located on the roof top level forming part of the common property;

"**Governmental Agency**" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

"**Gym**" means the proposed gymnasium facility to be erected by the Developer;

"**Land**" means the whole of the land described in the Plan;

"**Manager**" means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

"**Member**" means a member of the Owners Corporation;

"**Occupier**" means an occupier of a lot on the Plan;

"**Owners Corporation**" means owners corporation No. 2 PS810969G;

"**Plan**" means Plan of Subdivision No. PS810969G;

"**Related Entity**" has the meaning given in the *Corporations Act 2001* (Cth); and

"**Security Key or Security Card**" means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property.

Interpretation:

1.2 In these rules unless the context indicates a contrary intention:

1.2.1 headings are for convenience only and shall not affect interpretation,

1.2.2 words denoting any gender shall include all genders,

1.2.3 an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,

- 1.2.4 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - 1.2.5 a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
 - 1.2.6 a reference to a Owners Corporation includes any elected committee of the Owners Corporation, and
 - 1.2.7 a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.
- 1.3 The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. INCORPORATION OF ACT

- 2.1 To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Members must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

3. BEHAVIOUR

- 3.1 A Member or Occupier when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed, and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another lot or to any person lawfully using common property.
- 3.2 A Member or Occupier must not:
- 3.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another lot or of any person lawfully using common property; or
 - 3.2.2 obstruct the lawful use of common property by any person;
 - 3.2.3 without limiting the generality of the foregoing, use, or permit the use of, hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays;
 - 3.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware onto the common property;
 - 3.2.5 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials or liquids over balconies or in common property;
 - 3.2.6 permit any persons under the control of that Member or Occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children; or
 - 3.2.7 permit any persons under the control of that person to use on the common property any skateboards, roller skates or roller blades.

4. SMOKING

- 4.1 A Member or Occupier must not;
 - 4.1.1 smoke, nor allow anyone else to smoke, on or in the balcony of their lot or the common property (including without limitation passageways, lifts, foyers, gym and car park). Smoking in lifts is prohibited by law; or
 - 4.1.2 cause or permit smoke to drift into common property (including without limitation passageways, lifts, foyers, gym and car park) or any other lots in the Building.

5. SERVICES

- 5.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or Occupier must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - 5.1.1 the structural integrity of any part of the common property is impaired;
 - 5.1.2 the provision of services through the lot or the common property is interfered with in any way; or
 - 5.1.3 any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

6. MOVING

- 6.1 A Member or Occupier must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first providing three (3) days notice to the Manager.
- 6.2 A Member or Occupier may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 The driveways must be kept clear at all times.
- 6.4 No moving of furniture or goods can be undertaken without the protective covers installed on the walls of the lift and covers placed on the lift floor to protect the surface.
- 6.5 Without limiting the generality of the foregoing rules, the moving in or out of furniture or goods is usually only permitted between the hours of 9:00am and 4:00pm on weekdays Only, excluding public holidays unless a special arrangement has been made with the Manager. A move without the knowledge of the Manager will result in a levy against the offending lot for the provision of additional cleaning and facility management.
- 6.6 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Member or Occupier will inspect the common property through which such article is to be moved to establish its state of repair. The Member or Occupier will be liable for any damage caused to the common property arising from the movement of the article.
- 6.7 A Member or Occupier is responsible for the cost of any cleaning required to be undertaken for the common property and the cost of repairing any damage caused to the common property as a result of the move in or out.
- 6.8 On completion of the move the Member or Occupier is responsible to ensure all rubbish is cleared from the common areas. The Member or Occupier must ensure that all cartons and packing crates are removed from the Building, under no circumstances are they to be left in the rubbish room.

7. INTERFERENCE

- 7.1 A Member or Occupier must not:
- 7.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation. installed on the common property;
 - 7.1.2 without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;
 - 7.1.3 modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation;
 - 7.1.4 modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation;
 - 7.1.5 install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation;
 - 7.1.6 not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time; or
 - 7.1.7 interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.
- 7.2 A Member or Occupier must ensure the closers on the front doors are correctly adjusted to avoid the door slamming.

8. DAMAGE AND DEFECTS

- 8.1 A Member or Occupier (or their guests) must not:
- 8.1.1 mark, paint, drive a nail through or into, screw into or otherwise penetrate, damage or deface any part of the common property;
 - 8.1.2 breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy; or
 - 8.1.3 damage any lawn, garden, tree, shrub, plant, flower or any other landscaping on the common property.
- 8.2 A Member or Occupier must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

9. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 9.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
- 9.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or Occupiers of any part of the common property;

- 9.1.2 permit, to the exclusion of Members and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
 - 9.1.3 restrict by means of key or other security device the access of the Members or Occupiers of one level of the lots to any other level of the lots
 - 9.1.4 restrict by means of key or other security device the access of the Members or Occupiers of one level of the lots to any other level of the lots;
- 9.2 A Member or Occupier must abide by any actions taken by the Owners Corporation in accordance with these rules.

10. FIRE

- 10.1 A Member or Occupier must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.
- 10.2 A Member or Occupier must not place any door mats, personal belongings, pot plants or any thing on the passageways, corridors and hallways forming part of the common property.
- 10.3 A Member or Occupier must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 10.4 A Member or Occupier must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 10.5 A Member or Occupier must ensure all occupiers are aware of the fire alarm warning system. There is an alert tone which may be followed by an evacuation tone. All Members and Occupiers must vacate the Building on the evacuation tone. Anyone remaining in the Building does so at their own risk.
- 10.6 A contract nominated by the Owners Corporation will maintain the Building's smoke detection and sprinkler system and all essential safety services and devices. Members and Occupiers must, upon receiving 7 days notice, provide any such contractor with access to their lot for the purpose of performing these maintenance activities.
- 10.7 To avoid any false alarm callout by the Metropolitan Fire Brigade, a Member or Occupier and/or a Member's or Occupier's guests must not:
 - 10.7.1 cause or allow to be caused, whether negligently or otherwise, any circumstances where fire, smoke, fumes or vapour from within the lot activates the smoke detector system, fire alarm system or sprinkler system;
 - 10.7.2 open any door from the lot leading to the common property in circumstances where fire, smoke, fumes or vapour from the lot might enter the common property. In circumstances where there is no danger to life, only can windows be opened to allow smoke, fumes or vapour to escape from the lot;
 - 10.7.3 open any door from the lot leading to the common property whilst having steam cleaning or dry cleaning of carpeting or other soft furnishings undertaken; or
 - 10.7.4 leave open any door from the lot leading to the common property whilst building works or refurbishment works are being undertaken to the lot.

11. STORAGE

- 11.1 Subject to Rule 11.2, a Member or Occupier must not, except with the prior written consent of the Owners Corporation and at their own risk, use or store on their lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.
- 11.2 A Member or Occupier must store any chemicals, liquids, gases or other material used or intended to be used for normal and lawful domestic purposes, or in the fuel tank of a motor vehicle, in its dwelling lot and must not store any such items in its storage cage or lot.
- 11.3 A Member or Occupier must not install or place a storage cage or cabinet or the like on or above a car space which exceeds six cubic metres without first obtaining the written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.
- 11.4 A Member or Occupier must not place any goods, furniture, electrical appliances and the like on a car space without the written consent of the Owners Corporation. The Owners Corporation reserves the right to remove and dispose of any items left in a parking lot or on common property without consent.

12. INSURANCE

- 12.1 A Member or Occupier must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation;
- 12.2 The Owners Corporation insurance policy covers all common areas controlled by the Owners Corporation but, regardless of how the damage occurs, does not extend to cover any damage to privately owned fittings including carpets, curtains, blinds, light and electrical fittings and appliances which are not built into the apartment and can be removed;
- 12.3 The Public Liability policy does not extend to cover the interior of any apartment and/or the balcony.
- 12.4 A Member or Occupier must arrange a Contents Insurance policy to include the items noted in Rule 12.2.
- 12.5 Non-resident Members should arrange a Landlord's Insurance policy, which includes public liability to cover their investment.
- 12.6 A Member or Occupier must forward the details of any potential insurance claim against the Owners Corporation insurance policy to the Manager immediately.
- 12.7 A Member or Occupier where damage (including water damage) affects another lot, other than or in addition to their own will be responsible for the cost of reinstatement.

13. SECURITY, SECURITY KEYS & SECURITY CARDS

- 13.1 A Member or Occupier or persons thereon from time to time must not do or permit anything that may prejudice the security or safety of the common property or any person in or about the Building.
- 13.2 A Member or Occupier must contact the Manager to obtain a new or replacement Security Key or Security Card, apartment key or other common entry key or device.
- 13.3 A Member or Occupier must not change the barrel of the apartment door lock to any other system than the restricted lock system for the property.

- 13.4 The Owners Corporation may charge a reasonable fee for any additional Security Key or Security Card required by a Member or Occupier.
- 13.5 A Member must exercise a high degree of caution and responsibility in making a Security Key or Security Card available for use by any Occupier and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the Occupier to ensure the return of the Security Key or Security Card to the Member or the Owners Corporation.
- 13.6 A Member or Occupier in possession of a Security Key or Security Card must not without written consent from the Owners Corporation duplicate the Security Key or Security Card or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key or Security Card is not lost or handed to any person other than another Member or Occupier and is not disposed of otherwise than by returning it to the Member or Occupier or the Owners Corporation.
- 13.7 A Member or Occupier must promptly notify the Owners Corporation if a Security Key or Security Card issued to him is lost or destroyed.
- 13.8 A Member or Occupier should under no circumstances allow entry to the Building by an unknown person no matter how plausible their explanation might be.
- 13.9 A Member or Occupier should ensure that no one has access to the Building or car park without normal security procedures.
- 13.10 A Member or Occupier must not deliberately leave open any external door to any part of the Building. This includes roller doors and sliding doors to the car parks and rubbish room.

14. CLEANING

- 14.1 A Member or Occupier must:
- 14.1.1 keep that lot clean and in good repair; and
- 14.1.2 ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that Member or Occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.

15. BALCONIES

- 15.1 A Member or Occupier must:
- 15.1.1 ensure balconies are cleaned with a mop or similar to ensure no liquid run off;
- 15.1.2 ensure pot plants must be placed in a saucer and only watered to the extent that no water overflows the saucer;
- 15.1.3 ensure no running water is used to clean balconies
- 15.1.4 clean balcony and balcony glass regularly to ensure no dirt build up;
- 15.1.5 ensure a receptacle captures all condensate from balcony mounted air conditioners. These receptacles are to be emptied frequently to ensure no water escapes the balcony;
- 15.1.6 subject to Rule 15.1.7, ensure that any furniture, equipment, pot plant, personal belonging, thing or item placed on the balcony is properly secured;

- 15.1.7 not place or install any pot plant or other similar items on or along the balustrade of the balcony; and
 - 15.1.8 not, and must take all reasonable steps to ensure that their guests do not, hang any clothes, thing or item from or on the outside of their lot (including the balcony) or the common property.
- 15.2 A Member or Occupier may only use the following on a balcony:
- 15.2.1 furniture designed for balcony use;
 - 15.2.2 pot plants with saucers; and
 - 15.2.3 an electric or gas barbeque.

16. SIGNS, BLINDS AND AWNINGS

- 16.1 A Member or Occupier must not:
- 16.1.1 erect or affix any sign or notice to any part of the common property unless approved by the Owners Corporation;
 - 16.1.2 install or permit the installation of any awnings, blinds, curtains or other coverings unless the surface of the awnings, blinds, curtains or other coverings is off white in colour without approval by the Owners Corporation;
 - 16.1.3 allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the common property; or
 - 16.1.4 allow, request or authorise, the erection of any for sale or for lease or licence or sub-lease boards or signs of any description to be installed on areas adjacent to the common property or within the vicinity of the common property, which may infer reference to the Building (including the common property) or a private lot, Member or Occupier.

17. APPEARANCE

- 17.1 Without limiting any other of these rules, a Member or Occupier must not:
- 17.1.1 without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building (be it internal or external of the Building);
 - 17.1.2 install bars, screens, peep holes, smart locks or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
 - 17.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
 - 17.1.4 install or operate any intruder alarm which emits an audible signal;
 - 17.1.5 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
 - 17.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;

- 17.1.7 without the prior written consent of the Owners Corporation install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus;
- 17.1.8 Without prior written consent of the Owners Corporation replace any soft floor coverings with hard surfaces or leave any floor surface bare of floor covering, which may affect the acoustic rating of the floor level and create undue noise to adjoining Members or Occupiers.
- 17.1.9 install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation;
- 17.1.10 install any pipes, wiring, cables or the like to the external face of the Building;
- 17.1.11 place any washing, towel, clothesline, clotheshorse, clothes airer or other article so as to be visible from the common property or outside the Building;
- 17.1.12 hang curtains or blinds visible from outside a lot unless the back of the curtains or blinds is one solid colour, preferably white, grey or cream in colour; or
- 17.1.13 construct or erect any sheds, kennels, spas or hot tubs, synthetic grass, screen or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony.

18. PAINTING AND FINISHINGS

- 18.1 A Member or Occupier must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property,
- 18.2 Commercial lots upon submitting all architectural drawings, plans, colour schedules and any council required permits to the committee of the Owners Corporation, may be granted approval, subject to the requirements of Planning Permit Number WH/2016/1149 issued by City of Whitehorse and any other permit affecting the property, paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property, only after the committee resolved by ordinary resolution that they may do so.

19. RUBBISH

- 19.1 A Member or Occupier must not:
 - 19.1.1 deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the common property except in the receptacles as designated by Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
 - 19.1.2 throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, down the staircase or from the terraces or balconies;
 - 19.1.3 refuse to bear the cost of cleaning and repair cause by a breach of this rule 19; or
 - 19.1.4 leave or fail to clean up any refuse which is dropped or spilled on the common property or fail to notify the Owners Corporation if refuse is spilled or dropped.
- 19.2 A Member or Occupier must ensure that an occupier of the lot disposes of garbage or waste in a manner that does not adversely affect the health, hygiene or comfort of other Members or Occupiers.
- 19.3 Guidelines regarding rubbish, chute and bin use may be determined and varied at any time by the Owners Corporation or the Manager.

- 19.4 All waste disposed of via the rubbish chutes, other than the items referred to rule 19.5 should be contained in tied plastic bags.
- 19.5 Glass, paper, cans and bottles are to be disposed directly into the recycling chute and are not to be placed into any bags.
- 19.6 Cardboard boxes or cartons are to be flattened and disposed directly in the garbage room.
- 19.7 If the rubbish chute(s) become blocked and the Owners Corporation is able to identify the responsible Member or Occupier, then the cost to reinstate the chute(s) may be recovered from the relevant Member or Occupier.
- 19.8 Items that must not be disposed of via either the rubbish chute include cigarette butts, ignition sources or fluids, items weighing over 3 kg, items which may block the chute, and items with a volume greater than 35cm³ and any other items which the Owners Corporation or Manager may prescribe from time to time pursuant to the guidelines.
- 19.9 All items which cannot be disposed of via the rubbish chute (subject to observing these rules and guidelines) may be disposed of in the bins within any garbage room.
- 19.10 Flammable items or any other hazardous materials or hard rubbish (for example, glass, brick, crockery, appliances or similar) are not to be disposed of through the rubbish chutes or in any garbage room. A Member or Occupier is responsible for the disposal of flammable items, hazardous materials, hard rubbish or large items, and must make private arrangements for disposal of these items at their own cost.

20. OWNERS CORPORATION CONSENT

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

21. COMPLAINTS AND COMMUNICATIONS

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

22. VEHICLES AND BICYCLES

- 22.1 A Member or Occupier must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 22.2 A Member or Occupier must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that Member or Occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.
- 22.3 A Member or Occupier must not park or permit to be parked any vehicle, trailer or motor cycle other than within additional units (parking spaces) attached to their lot and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles (such as those vehicles, trailers or motor cycles parked in the visitor parking lots or on another Member or Occupier's lot).
- 22.4 A Member or Occupier may allow visitors or guests to occupy their car space.

- 22.5 A Member or Occupier must ensure all drivers comply with all directional signs and the speed limit of 10km/h while on common property.
- 22.6 A Member or Occupier must ensure all drivers exercise due care while driving in or about the car park so as not to cause danger or concern to any person or property.
- 22.7 A Member or Occupier shall not permit any vehicle to be commercially cleaned, serviced or repaired in the car park other than when the RACV or similar is required. In this case the Member or Occupier must be present at all times.
- 22.8 The Owners Corporation shall not be responsible for:
 - 22.8.1 any damage sustained by the driver's vehicle while upon or entering or leaving the car park;
 - 22.8.2 the theft of any vehicle parked in the car park; or
 - 22.8.3 the theft of any contents from a vehicle parked in the car park.
- 22.9 The driver's vehicle whether parked or mobile in the car park shall be at the sole risk of the driver.
- 22.10 A Member or Occupier must not:
 - 22.10.1 ride a pedal bicycle on common property except for the purpose of arriving or departing from the Building. (All liability rests with the rider);
 - 22.10.2 permit any bicycle to be stored (including in a lot) other than in the areas (if any) of the common property fitted with bicycle racks that may be designated by the Owners Corporation or its Manager for such purpose from time to time; or
 - 22.10.3 bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property designated by the Owners corporation or its Manager from time to time.
- 22.11 A Member who lets their car space independently of their apartment to a non-resident must provide the Owners Corporation Manager with the lessee's details including name, address, car registration, day, evening phone numbers, and another contact person in case of emergency.

23. COMPLIANCE

- 23.1 A Member or Occupier must take all reasonable steps to ensure that invitees of the Member or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 23.2 A Member of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules (as amended from time to time), the Model Rules, together with any guidelines issued by the Manager or the Owners Corporation from time to time. This includes ensuring the lessee or licensee has read, and is bound by under the terms of their lease or licence agreement, these rules (as amended from time to time), the Model Rules and the guidelines issued by the Manager or the Owners Corporation from time to time. A Member who grants a lease or licence over its lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these rules (as amended from time to time), the Model Rules, guidelines issued by the Manager or the Owners Corporation and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

- 23.3 A Member or Occupier must at the Member's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 23.4 A Member or Occupier must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other Member or Occupier or their representative or invitees.
- 23.5 A Member or Occupier must give the Manager advance written notice of changes to the occupancy of the Member's or Occupier's lot (including the changes in the ownership or tenancy of the lot) and the expected term of the occupancy (where there is a change in a tenancy of the lot).

24. BUILDING AND CONSTRUCTION

- 24.1 A Member or Occupier must ensure that under no circumstances are perimeter walls of their lot, or any other structural wall, any floor or any ceiling to be penetrated or breached.
- 24.2 A Member or Occupier must not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with the following requirements:
 - 24.2.1 such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - 24.2.2 the Member or Occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Members and Occupiers (see also Rule 3.2.3).
- 24.3 The Member or Occupier must not proceed with any such works until the Member or Occupier:
 - 24.3.1 submits to the Owners Corporation plans and specifications of any building or renovation works proposed by the Member or Occupier which affect the internal structure or appearance of the lot or which may affect the services or the fire or acoustic ratings of any component of the Building; and
 - 24.3.2 submits to the Owners Corporation plans and specifications of any works proposed by the Member or Occupier which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building; and
 - 24.3.3 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - 24.3.4 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the reasonable costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or Occupier and such approval shall not be effective until such reasonable costs have been paid; and

- 24.3.5 if required, pays to the Owners Corporation such reasonable costs incurred by the Owners Corporation in considering the proposed works and providing approval under this Rule 24.
- 24.4 A Member or Occupier is responsible for the cost of any cleaning required to be undertaken for the common property and the cost of repairing any damage caused to the common property as a result of the works under this Rule 24.
- 24.5 The Member or Occupier must ensure that the Member or Occupier and the Member's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and Building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 24.6 Without limiting the generality of Rule 23.3 the Member or Occupier must ensure that the Member or Occupier and the Member's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 24.6.1 building materials must not be stacked or stored in the front or side of the Building unless approval has been obtained from the Manager;
- 24.6.2 scaffolding must not be erected on the common property or the exterior of the Building unless approval has been obtained from the Manager;
- 24.6.3 construction work must comply with all laws of the relevant Government Agencies;
- 24.6.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state. This may mean the hallway and lift lobbies need to be cleaned at the end of each working day;
- 24.6.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property;
- 24.6.6 no work is to be performed on weekends or public holiday; or between the hours of 4:30 p.m. to 8:30 am on any other day.;
- 24.6.7 protective covers must be placed on the walls and floor of the lifts as materials and tools are moved in or out of the Building; and
- 24.6.8 any alteration or additional fixtures having a value of \$5,000 or more should be recorded with the Manager who will ensure the Building Insurance is updated to include these alterations or additions.
- 24.7 Before any of the Member's or Occupier's works commence the Member or Occupier must cause to be affected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation. This is to include an insurance policy that covers legal liability to an amount of \$20 million in respect of any damage to property, injury to persons, consequential (related or subsequent) damage, fidelity guarantee etc, and Workcover registration details;
- 24.8 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the Owners Corporation in the case of common property;

- 24.9 The Member or Occupier shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
- 24.10 The Member or Occupier must forthwith make good any damage occasioned to the Building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) reimburse the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

25. LICENCE TO DEVELOPER

- 25.1 Notwithstanding anything to the contrary herein contained, so long as the Developer or any Related Entity, if any, is a Member and is a Member of a lot on the Plan, these Rules do not apply to the Developer, any Related Entity or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, any Related Entity or its mortgagee or chargee may be engaged in, or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.
- 25.2 The Developer, the Developer's Representatives, any Related Entity, if any, its mortgagees and charges shall be and are by this Rule, authorised by the Owners Corporation to:
- 25.2.1 conduct any marketing and sales activities on the Land;
- 25.2.2 place and maintain in, on or about the Land signs in connection with those marketing and sales activities;
- 25.2.3 place and maintain in, on or about the Land an office, suite or facility from which marketing and sales activities can be conducted; and
- 25.2.4 erect 'for sale', 'for lease', promotional advertising or other signs the Developer, the Developer's Representatives or any Related Entity may require to be erected on any part of the common property.

26. SERVICES

- 26.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Member or Occupier causing the damage or blockage.

27. ACCESS

- 27.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member of his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or Occupier as is reasonable in the circumstances.

- 27.2 The Member agrees immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the lot for the purposes of repairs and maintenance of the Building. The Member must give or cause any tenant they have to grant this access promptly.
- 27.3 The Owners Corporation Manager will provide seven (7) days notice to all lots if external windows are to be cleaned.

28. ANIMALS

- 28.1 A Member or Occupier may keep an animal or bird in his or her lot and may allow any animal access to the common property.
- 28.2 If any animal causes a nuisance the Owners Corporation may give notice to remove the animal from the lot or common property. The Member or Occupier must remove the animal immediately upon receipt of the notice from the Owners Corporation.
- 28.3 A Member or Occupier must ensure that any companion animal in his/her control is kept on a lead, carried or in a cage while on common property.
- 28.4 A Member or Occupier must ensure that any mess made by their animal is cleaned up and the area is thoroughly deodorised and disinfected.
- 28.5 A Member or Occupier must ensure their animal is not allowed to defecate in the garden area of the Building.
- 28.6 A Member or Occupier must ensure that all cat and dog litter is double bagged, securely tied and deposited in the garbage bins situated on the common property.

29. USE OF LIFTS

- 29.1 A Member or Occupier must not, and must ensure that their invitees must not:
- 29.1.1 hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation of, or the other Members' or Occupiers' or their invitees' use of the lifts;
 - 29.1.2 press any buttons other than the one for the floor or level that the lift is required to stop at;
 - 29.1.3 rock or jump inside a lift as doing so may cause the lift to stop between floors; and
 - 29.1.4 use the lifts where there is any risk of fire. The Member or Occupier must only use emergency stairs where there is a risk of fire.
- 29.2 If a lift stops between floors for any reason call the telephone number on the emergency telephone. Hold down the button for at least five (5) seconds to access the emergency call.
- 29.3 Do not hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation, or the other Member's use, of the lifts.

30. BUSINESS

- 30.1 The Member or Occupier, other than commercial lots must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:
- 30.1.1 the trade or business can be carried on and is carried on without causing undue nuisance to the Members and Occupiers; and

- 30.1.2 any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- 30.1.3 the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

31. GYM

- 31.1 Each Member must ensure that in utilising the Gym that:
 - 31.1.1 children below the age of 16 years are not in or around the Gym unless accompanied by an adult Member or Occupier exercising effective control over them;
 - 31.1.2 no food, alcohol or smoking is allowed in or around the Gym;
 - 31.1.3 no Member or Occupier or their guests behaves in a manner in the vicinity of the Gym which interferes with the use and enjoyment of the Gym by any other person; and
 - 31.1.4 each Member and Occupier obeys any lawful direction given to them by the Owners Corporation.
- 31.2 Each Member acknowledges that the Gym must only be utilised by Members residing in a lot and/or Occupiers.
- 31.3 Each Member or Occupier must not invite or allow any person who is not an residing at a lot or an Occupier to use the Gym.
- 31.4 Each Member acknowledges and agrees that each Member or Occupier will only be entitled to use the Gym after the Member or Occupier has completed an induction (organised by a person designated by the Owners Corporation) at the Gym.
- 31.5 The Owners Corporation can make rules relating to the use of the Gym on the condition that those rules are not inconsistent with these Rules and any breach of those rules will be taken to be a breach of these Rules.

32. USE OF FUNCTION ROOM AND BBQ

- 32.1 A Member or Occupier must be inducted to the Function Room and/or BBQ before booking of the room and/or BBQ is approved.
- 32.2 At commencement of any function, the Member or Occupier must ensure those in attendance are aware of any emergency evacuation plan prepared and implemented by the Owners Corporation and location of emergency exits.
- 32.3 No smoking/alcohol is allowed inside and/or around the Function Room or BBQ. The hours of use of the Function Room and BBQ are 8.00 am to 10.00 pm from Monday to Sunday which may change at the discretion of the Owners Corporation Manager.
- 32.4 The Function Room and BBQ are only for the use of Members and Occupiers and their guests. Any Member or Occupier may hire the place by making a booking with the Building Manager.
- 32.5 To use the Function Room and/or BBQ, a booking must be made via the Building Manager at least 72 hours prior.
- 32.6 A charge for use of the Function Room and/or BBQ will be determined and set by the Committee on behalf of the Owners Corporation and may change from time to time.
- 32.7 A Member or Occupier using the Function Room and/or BBQ is responsible for the Member and Occupier and their guests. The area must be cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc will be charged to the Member or Occupier responsible).

- 32.8 Persons using the Function Room and/or BBQ must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Member or Occupier or any other person lawfully using common property.
- 32.9 A Member or Occupier must provide all information about the proposed function as required by the Building Manager, including but not limited to the nature and duration of the function and the number of proposed attendees.
- 32.10 Security may need to be provided at the absolute discretion of the Owners Corporation and at the cost of the Member or Occupier organising the function.
- 32.11 All users of the Function Room and/or BBQ do so at their own risk.
- 32.12 Improper use of the Function Room and/or BBQ may result in bans/restrictions of use being imposed on the Member and/or Occupier and is at the Owners Corporation's absolute discretion.
- 32.13 Must notify the Owners Corporation promptly when becoming aware of any damage to the Function Room and/or BBQ.
- 32.14 A Member or Occupier must promptly make good all damage caused to the Function Room and/or BBQ. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage at the Member's or Occupier's expense. A Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage. The Owners Corporation may at their absolute discretion demand from a Member or Occupier a performance bond in relation to the repair of the Function Room and/or BBQ to guarantee their performance under this rule.

33. RETAIL & COMMERCIAL LOTS

- 33.1 A Member or Occupier of a retail or commercial lot in operating any business must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.
- 33.2 A Member or Occupier of a retail or commercial lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 33.3 A Member or Occupier of a retail or commercial lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - 33.3.1 recyclable items, including without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - 33.3.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
 - 33.3.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for those items by the Owners Corporation;
 - 33.3.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - 33.3.5 ensure a minimum rubbish collection frequency of 2 days so as to ensure no build-up of waste and smells and to meet the cost of the related service.
- 33.4 A Member or Occupier of retail or commercial lot must not use that lot or any part of the common property for any illegal or immoral trade or business nor permit others to do so.

- 33.5 A Member or Occupier of a lot must not use any lot or any part of the common property for any trade or business nor permit others to do so unless:
- 33.5.1 the trade or business can be carried on and is carried on without causing undue material nuisance to the Members or Occupiers;
 - 33.5.2 any requirements about the trade or business stipulated by any relevant authority from time to time are complied with; and
 - 33.5.3 the planning scheme governing the use of that retail or commercial Lot permits the trade or business to be carried on from that lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.
- 33.6 The Owners Corporation grants access to, over, from and between the common property in the Owners Corporation to the other Owners Corporations in the Plan for access purposes and for servicing any plant and equipment in any area in the Development.
- 33.7 A Member or Occupier of a retail or commercial lot when receiving a delivery must only receive it:
- 33.7.1 in a manner, in areas and during times determined by the Owners Corporation, subject to the requirements of Planning Permit Number WH/2016/1149 issued by City of Whitehorse and any other permit affecting the property, to cause the least disruption and inconvenience to other Members or Occupiers; and
 - 33.7.2 using a trolley with rubber wheels; and
 - 33.7.3 so that any trolley does not mark the floor of the lot, common property or Building and makes minimal noise.
- 33.8 A Member or Occupier of a retail or commercial lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or common property or a Building.
- 33.9 A Member or Occupier of a retail or commercial lot must appoint an employee or agent of the Member or Occupier to act as a warden of the lot and must accept safety instructions about fire and other emergencies.
- 33.10 A Member or Occupier of a retail or commercial lot must ensure that at all time the noise emanating from its lot must comply with the State Environment Protection Policy N-1 (Noise form commerce industry and trade).

34. COMPLIANCE / BREACH

- 34.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and/or impose such fine or penalty, as they deem appropriate from time to time as is advised to Members and Occupiers.
- 34.2 The Member or Occupier shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.
- 34.3 The Member or Occupier must on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation, costs and charge payable to the Manager, payments made to any other person (but such payments does not include the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or any member of the committee of the Owners Corporation) as a result of any breach of any rule.

- 34.4 The Member or Occupier must (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or Occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular lot anymore or an Occupier not occupying any lot anymore.
- 34.5 A Member or Occupier must take all reasonable steps to make sure that their guests and invitees obey these rules. If their guests and invitees do not obey these rules, the Member or Occupier must immediately make sure their guests and invitees leave their lot and the common property. The Owners Corporation may remove any person from the common property if the Owners Corporation believes that person is behaving inappropriately.

35. SURVEILLANCE CAMERAS

- 35.1 The Owners Corporation reserves all rights to view any security video or photographs taken in or around the Building and, if offenders are identified from that video or still photographs, to provide such evidence to police to aid in prosecution.
- 35.2 The Owners Corporation reserves all rights to recover from those lots responsible for damages, the costs for any repairs or replacement for damaged or stolen common property fixtures or fittings and all costs to view and retrieve such footage whereas the residents or guests of the lot have been identified on the surveillance equipment as responsible.

36. PENALTY INTEREST

Owners Corporation fees, reimbursements and the like are due and payable on the due date as specified on the fee notice. The Owners Corporation may charge interest on any amount outstanding after the due date at the penalty interest rate for the time being fixed under the *Penalty Interest Rates Act 1983 (Vic)*. Interest will be computed from the date on which the payment became due.

37. OWNERS CORPORATION ACCESS TO THE LOTS

- 37.1 Except in the case of an emergency (in which case no notice is required), upon seven (7) days' notice in writing the Owners Corporation, the Manager and its agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment therein (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member or Occupier or their guests). The Owners Corporation or Manager, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or Occupier as is reasonable in the circumstances.
- 37.2 Members and Occupiers must immediately, in the case of an emergency or otherwise on seven (7) days' notice, provide unconditional access to their lot for the purposes of repairs and maintenance of the Building.
- 37.3 Members and Occupiers are responsible for regularly cleaning the internal and external windows that form part of their lot. Despite this, the Owners Corporation or Manager may, in the interests of maintaining high standards at any time engage a window cleaner to clean all or any of the external windows of the Building (whether part of the lot or common property). Members and Occupiers agree to provide access to their lot for this purposes.
- 37.4 If access is not provided pursuant to this rule 37, on further written notice being provided, the Owners Corporation or Manager will be deemed to have been granted an irrevocable licence to access the Member's or Occupier's lot for the purposes of this rule 37.

38. GREASE TRAP

- 38.1 A Member or Occupier must not connect to or use a grease trap except in compliance with the terms and conditions contained in the rules of the Owners Corporation.
- 38.2 Before connecting to or installing a grease trap, a Member or Occupier must:
- 38.2.1 provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specification.
 - 38.2.2 obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the grease trap and how the grease trap is to be cleaned and maintained, including the frequency of cleaning and maintenance.
 - 38.2.3 enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant Water Authority and Council.
 - 38.2.4 ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the Building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the Building.
- 38.3 After connection the Member or Occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 38.4 In using a grease trap , the Member or Occupier must:
- 38.4.1 comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.
 - 38.4.2 only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 38.5 A Member or Occupier served by using a particular grease trap must be responsible to keep the grease trap and any connection to it:
- 38.5.1 properly and adequately maintained in s state of good and serviceable repair.
 - 38.5.2 adequately clean and free of vermin.
 - 38.5.3 regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, the Water Authority, the Council and any other Government or Regulatory Authority.
- 38.6 A Member or Occupier served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.
- 38.7 The Owners Corporation by its servants and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to a Member or Occupier to inspect such areas or for any other purpose permitted under rules.

39. INFECTIOUS DISEASES

- 39.1 A Member or Occupier must, if required by law, promptly notify the Owner Corporation or the Manager if they or their guests or invitees are the subject of any infectious disease and must provide to the Owners Corporation any information in relation to such disease as may be requested by the Owners Corporation (acting reasonably).
- 39.2 A Member or Occupier must pay to the Owners Corporation the cost of the Owners Corporation disinfecting their lot (if considered necessary by the Owners Corporation acting reasonably) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

40. LEASING OF A LOT

- 40.1 A Member or Occupier may lease or license their lot provided that:
 - 40.1.1 there is a written lease or licence in place between the Member or Occupier and the tenant or the licensee (as the case may be) and the terms of the lease or licence (as the case may be) are compliant with all relevant laws; and
 - 40.1.2 the lease or licence contains a condition requiring the tenant or licensee to obey these rules; and
 - 40.1.3 if required by the Owners Corporation, the tenant or licensee signs an agreement confirming their acceptance of these rules.
- 40.2 A Member or Occupier who leases or licenses their lot must take all reasonable steps, including any action available under the lease or licence, to ensure that any tenant or licensee of their lot (and their guests and invitees) complies with these rules.
- 40.3 A Member or Occupier must not lease or license, or permit their lot to be leased or licensed, for any period less than 30 calendar days.

To All Members
Owners Corporations 1, 2, 3 & 4
PS 810969G
826-830 Whitehorse Road Box Hill VIC 3128

Dear Members,

**MINUTES OF ANNUAL GENERAL MEETING HELD ON 17th of June 2024
OWNERS CORPORATIONS 1, 2, 3 & 4**

Please find attached for your records the Annual General Meeting Minutes of the above Owners Corporation.

We take this opportunity to thank the Members who either attended the meeting or by appointing a proxy holder to vote on their behalf.

Please note that the Minutes contain Interim Resolutions only as a quorum WAS NOT achieved at the meeting, in accordance with 78 (2) of the *Owners Corporations Act 2006*. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of the interim resolution.

The effect of subsection 4 is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim 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.

Members whose lot entitlements total at least 25% of all lot entitlements for the land affected by the Owners Corporation may convene a general meeting by sending a petition to:

The Secretary
Owners Corporation PS 810969G
c/-Maxa Owners Corporation Management
274A Whitehorse Road
Balwyn Vic 3103

Should you have any questions regarding the attached documents, please do not hesitate to contact our office via email at info@maxaoc.com.au or phone on 1300 188 188.

Yours faithfully,

Maxa OC Management Pty Ltd

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION No. PS810969G
OWNERS CORPORATIONS 1, 2, 3, AND 4
Panorama Box Hill
826-830 Whitehorse Road Box Hill VIC 3128**

An Annual General Meeting of the Owners Corporation was held on

Date: **Monday 17th of June 2024**
Time: **5.00 pm**
Held: **By Zoom video conference**

MEMBERS IN ATTENDANCE:

Lot	Owner	Represented by
509	Jereon Bencich & Rebecca Kelly	
708	Tingfei Wu & Chao Zhao	
709	Qichao Zhu	
906	Xiao Qiao	
913A	Rachel Khoo & Kalliste Khoo	
917	Ka Cheung	
1117	Yingying Jiang	
1203	Ziwei Ou & You Yu	
1404	Yingmiao Wang & Xiaolong Wang	
1414	Jonathan Rice & Rita Rice	
1508	Pong Ting	
1517	Luying Wang	
1614	Ziren Wang	
1704	Yujie Wu	
1802	Yanzhang Peng & Fengyi Hao	
2209	Kim Oi	
2305	Yin Qian	
2410A	Mei Sng and Pylp Komarov	
2611	Yinglin Chen	
2802	Guanwen Wang	
2803	Xiaolu Lin	
S35, S36	Space PBH Pty Ltd	Chino Li and William Yang
S1211, S1212, S1213	Whitehorse 830 Holding Pty Ltd	Yi Chen

NOTE: In accordance with section 89B of the Owners Corporations Act 2006 a lot owner who is in arrears for any amount owed to an owners corporation is not entitled to vote (either in person, by ballot or by proxy) on a resolution of the owners corporation unless the amount in arrears is paid in full.

NON-MEMBERS IN ATTENDANCE:

Ashley Hall Maxa Owners Corporation Management
 Khurram Mehdi Maxa Owners Corporation Management
 Jun Chen Maxa Owners Corporation Management
 Kelly Yu Maxa Owners Corporation Management
 Daniel Morrison Pro Facility Management

Eric Kuang Hexa, Lot S35 & S36 Space PBH Pty Ltd
 Josh Zheng Lot S92 LC Office Pty Ltd
 Kevin Wei Panorama Investment (Box Hill) Pty Ltd

Proxy

Lot	Owner	Proxy
602	Rongyan Wu	Jia (Josh) Zheng
611A	Rongliang Wu	Jia (Josh) Zheng
606	Zhenyi Liu	Tao Tao
901	Jie He	Cathy Long
916	Yan Lu	David Zhang
1004	Meiping Ju	Tao Tao
1013	Jialin He	Xiao Qiao
1016	Sze Tam	Holly Siwa
1017	Silin Min	Holly Siwa
1218	Han Koay & Ging Yeoh	Holly Siwa
1306	Bo Li	Cathy Long
1310	Feiyan Chen & Zhenduo Xing	Tao Tao
1403	Zhijuan Shi	Pei (Benny) Zhu
1406	Zhao Zuo	David Zhang
1503 & 1504	Jackson Cheung	William Cheung
1513	Lulu Xiao	Tao Lin
1603	Qin Ruan	William Cheung
1710	Jun Li	David Zhang
1803 & S91	Fan Family Pty Ltd	Will Pan
1818	Kwong Leong	Crystal Cheng
1911	Yannan Kong	Cheng Lu
1912	Jin Chu	Jing Wang
2208	Ping Chen & Daoxing Chen	Jia (Josh) Zheng
2402	Leo & Ni Pty Ltd	William Yang
2509	Hua Yang	Jia (Josh) Zheng
2607A	Hong Chen	Yi Chen
2608	Aili Wang	Jianquan (Gracie) Fang
2706	Yao Ye	Frank Tian
2709	Xiangwan Gao	Jia (Josh) Zheng
S34	Qiu Family Investment Pty Ltd	Jia (Josh) Zheng

Proxy Cont.

Lot	Owner	Proxy
705, 711, 804, 805, 819, 904, 1005, 1011, 1019, 1105, 1107, 1211, 1305, 1307, 1309, 1311, 1410, 1411, 1507, 1519, 1604, 1619, 1705, 1707, 1807, 1901, 1905, 1907, 1908, 2101, 2103, 2207, 2214, 2306, 2308, 2314, 1401, 2404, 2405, 2407, 2411, 2413, 2506, 2507, 2512, 2612, 2707, 2804, 2104, 2105, 2106, 2109, 2114, 2203, 2204,	Panorama Investment (Box Hill) Pty Ltd	Jia (Josh) Zheng

NOTE: Only valid proxies were entitled to vote.

1. QUORUM:

It was noted that a quorum was not established for the meeting.

2. CHAIRPERSON FOR THE AGM:

The Owners Corporation resolved that the Manager Ashley Hall of Maxa OC Management be elected to chair the meeting.

3. CONFIRMATION OF PREVIOUS AGM MINUTES:

The Owners Corporation resolved to adopt and approve that the previous Annual General Meeting held on **8 May 2023** as attached to the Notice of AGM be accepted for Owners Corporations 1, 2, 3, and 4.

4. REPORTS:

The Owners Corporation resolved to adopt and approve the following reports as per section 71 of the OwnersCorporations Act 2006: (where applicable)

- (a) Committee's Report – Not tabled
- (b) Managers' Report
- (c) Building Manager Report
- (d) Maintenance Plan Report

5. FINANCIAL STATEMENTS:

The Owners Corporation resolved to adopt and approve the audited financial statements reports for Owners Corporation 1, 2, 3, and 4 for the period **1 March 2023** to **29 February 2024**

6. ADMINISTRATION/MAINTENANCE FUND: collection amounts 2024/25 FY

6.1 Administrative Budget OC1

The Owners Corporation resolved to adopt and approve the proposed administration fund budget for the financial year starting **1 March 2024 to 28 February 2025** for Owners Corporation 1 and collect \$831,968.00 excluding GST

6.1.1 Maintenance Plan OC1

The Owners Corporation resolved to adopt and implement a maintenance plan prepared by Buildspect and collect an amount of \$40,490.00 excluding GST for the financial year **1 March 2024 to 28 February 2025**.

The Buildspect maintenance budget in the maintenance plan is \$134,968.18. excluding GST.

Note: The incoming committee will review, prior to the 2025 AGM, whether to collect the shortfall to match the suggested amount in the plan.

6.2 Administrative Budget OC2

The Owners Corporation resolved to adopt and approve the proposed administration fund budget for the financial year starting **1 March 2024 to 28 February 2025** for Owners Corporation 2 and collect \$327,173.00 excluding GST.

6.2.1 Maintenance Plan adoption and collection for OC2

The Owners Corporation resolved to adopt and implement a maintenance plan prepared by Buildspect and collect an amount of \$42,381.82 excluding GST for the financial year **1 March 2024 to 28 February 2025**.

The Buildspect maintenance budget in the maintenance plan is \$141,272.73 excluding GST.

Note: The incoming committee will review, prior to the 2025 AGM, whether to collect the shortfall to match the suggested amount in the plan.

6.3 Administrative Budget OC3

The Owners Corporation resolved to adopt and approve the proposed administration fund budget for the financial year starting **1 March 2024 to 28 February 2025** for Owners Corporation 3 and collect \$36,232.20 excluding GST.

6.3.1 Maintenance Plan for OC3

The Owners Corporation resolved to adopt and implement a maintenance plan prepared by Buildspect and collect an amount of \$20,856.27 excluding GST for the financial year **1 March 2024 to 28 February 2025**.

The Buildspect maintenance budget in the maintenance plan is \$69,520.91 excluding GST.

Note: The incoming committee will review, prior to the 2025 AGM, whether to collect the shortfall to match the suggested amount in the plan.

6.4 Administrative Budget OC4

The Owners Corporation resolved to adopt and approve the proposed administration fund budget for the financial year starting **1 March 2024 to 28 February 2025** for Owners Corporation 4 and collect \$25,128.96 excluding GST.

6.4.1 **Maintenance Plan adoption and collection for OC4**

The Owners Corporation resolved to adopt and implement a maintenance plan prepared by Buildspect and collect an amount of \$14,421.00 excluding GST for the financial year **1 March 2024 to 28 February 2025**.

The Buildspect maintenance budget in the maintenance plan is \$48,070.00 excluding GST.

Note: The incoming committee will review, prior to the 2025 AGM, whether to collect the shortfall to match the suggested amount in the plan.

7. **INVESTMENT ACCOUNTS:**

The Owners Corporation resolved to allow the Manager to open investment accounts for the Maintenance Fund in the name of the Owners Corporation for the respective Owners Corporations 1, 2, 3 & 4.

The incoming Committee will instruct the manager accordingly as to the term and the amount to be invested.

8. **INSURANCE:**

The Owners Corporation resolved in lieu of further instructions from the committee, the manager as required under Part 3 Division 6 of the Owners Corporations Act 2006, will continue the insurance cover on all the land and property in which the Owners Corporation has an insurable interest. Upon renewal the Manager has standing direction to place cover as recommended by the Insurer or Broker.

MEMBERS ARE REMINDED that.

- The Owners Corporation's Insurance policy does not cover contents or the owner's chattels including carpets and floating floors inside the units.
- Each Owner should maintain appropriate insurance cover including personal public liability.
- Landlords are also advised to have Landlords Contents Cover.

9. **INSURANCE VALUATION:**

The Owners Corporation resolved not to have an insurance valuation carried out.

The incoming Committee will review this further in advance of the insurance renewal in February 2025.

It is mandatory as per the OC Act 2006 that a valuation for insurance purposes should be obtained every 5 years or less.

10. ELECTION OF COMMITTEE:

The Owners Corporation resolved to elect the following members by poll vote to the Committee for Owners Corporation 1, 2, 3 & 4.

Lot	Name
709	Qichao Zhu
906	Xiao Qiao
1013	Jialin He
2611	Yinglin Chen
2706	Yao Ye
2802	Guangwen Wang
2803	Xiaolu Lin

The Chairperson will be elected at the first Committee Meeting.

11. COST RECOVERY:

- a) The Owners Corporation resolved that Owners Corporation PS810969G Owners Corporations 1,2,3 & 4 continues to charge penalty interest on money owed by a Member 28 days after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) The Owners Corporation resolved That Owners Corporation PS810969G Owners Corporations 1,2,3 & 4 engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) The Owners Corporation resolved that a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.

12. DELEGATIONS AND APPOINTMENTS:

The Owners Corporation resolved to delegate powers and functions to the Committee. To delegate powers and functions to the Manager and appointment as manager and secretary.

Pursuant to Section 11. Of the act that the Owners Corporation delegates powers and functions to the manager as set out in the Act and Contact of appointment.

13. ESSENTIAL SERVICES:

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

14. OWNERS CORPORATION SEAL:

The Owners Corporation resolved that in accordance with Section 18A of the Owners Corporations Act 2006 that the Owners Corporation resolves to require the use of the common seal when executing documents is no longer required. Execution of documents will be completed in accordance with section 10 of the Owners Corporations Act.

15. NETTING

The Owners Corporation resolved not to install netting to the atrium areas in OC2.

16. CCTV

Matters concerning the security of the building were discussed. The Manager reported that several quotes had been obtained for the installation of additional CCTV cameras to improve surveillance coverage.

It was decided that the incoming Committee undertake an evaluation of the provided quotes. Additionally, it was suggested conducting a comprehensive security audit of the entire site may be worthy of consideration. This audit would assess current security measures, identify potential vulnerabilities, and recommend further improvements to ensure the safety and security of the building.

17. CAR CHARGING:

It was discussed that Maxa OC Management has received several complaints about residents using common power to charge their cars. It was agreed that the incoming Committee will review options for car charging and determine the best course of action. The incoming Committee will explore and decide on the best way forward for the building, which will need to transition to a user-pays system

18. GENERAL BUSINESS:

There was no further business.

Close of meeting 7.43pm

MAXA Owners Corporation Management Pty Ltd

For and on behalf of **OCPS 810969G – OC 1, 2, 3, and 4**

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 29/01/2025

Reference No: DOC0000919843

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Owners Corporation No. 810969

Type of Insurance: Residential Strata

Policy Number: 06S3895678

Period of Insurance: From 4:00PM 24/01/2025
To 4:00PM 24/01/2026

OVERVIEW

Insured:	Owners Corporation No. 810969
Situation:	826-834 WHITEHORSE ROAD, Box Hill VIC 3128
Section 1:	Building including common contents \$147,662,000
	Loss of Rent/Temporary Accommodation (15%) \$22,149,300
	Catastrophe or Emergency (15%) \$22,149,300
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Included
	Flood Included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 20,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown \$100,000
Section 12:	Lot Owners Improvements (Per Lot) \$250,000
Section 13:	Workers Compensation Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S3895678

Insured: Owners Corporation No. 810969

EXCESSES

Section 1 - Building including Common Contents

\$5,000.00 all claims + as per policy wording

Section 2 - Glass

\$5,000.00 all claims

Section 3 - Theft

\$5,000.00 all claims

Section 11 - Machinery Breakdown

\$1,000.00 all claims

SPECIAL TERMS/CONDITIONS

Risk Survey

Cover under this policy is subject to a Risk Survey being conducted by Strata Unit Underwriters and implementation by the insured of any suggested risk improvements within 60 days of request.

Should the insured not make the reasonable suggested risk improvements within 60 days of request, and should the Risk Survey of the premises show an increased risk of loss, damage or liability in relation to the premises, Strata Unit Underwriters may charge an additional premium, change the cover of your policy and/or impose special conditions to reflect the increased risk of loss, damage or liability. Strata Unit Underwriters may also cancel the policy if permitted by the Insurance Contracts Act 1984 (Cth).

It is important for the insured to know that Strata Unit Underwriters may make changes to this Policy as a result of a change in the insured's information. When there is a change, Strata Unit Underwriters will inform you. If the insured is not satisfied with the changes, the insured may cancel the policy.

Flood

This policy is extended to include flood.

The word 'flood' is deleted from exclusion 1.e on page 36 and exclusion e on page 41.

Machinery Breakdown - Blanket Cover

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes any lifts not having in force at all times a full maintenance agreement including parts and labour.

CERTIFICATE OF CURRENCY



CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

PART ONE

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to —
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) 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.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for 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 owner's 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) Sub rules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owner's 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 to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in sub rule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

PART TWO

ADDITIONAL OWNERS CORPORATION

1. DEFINITIONS & INTERPRETATION:-

1.1 Definitions:

In these rules unless the context indicates a contrary intention:

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

"**Building**" means the building constructed on the Land;

"**Development**" means the development located at 826-834 Whitehorse Road, Box Hill constructed on the land comprised in the Plan of Subdivision;

"**Developer**" means Panorama Investment (Box Hill) Pty Ltd ACN 613 495 882 and its successor in title;

"**Developer's Representative**" means the Developer's employees, agents, solicitors, contractors and subcontractors;

"**Function Room**" means the function room located on the roof top level forming part of the common property;

"**Governmental Agency**" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

"**Gym**" means the proposed gymnasium facility to be erected by the Developer;

"**Land**" means the whole of the land described in the Plan;

"**Manager**" means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

"**Member**" means a member of the Owners Corporation;

"**Occupier**" means an occupier of a lot on the Plan;

"**Owners Corporation**" means owners corporation No. 1 – 4 PS810969G;

"**Plan**" means Plan of Subdivision No. PS810969G;

"**Related Entity**" has the meaning given in the *Corporations Act 2001* (Cth); and

"**Security Key or Security Card**" means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property.

1.2 Interpretation:

In these rules unless the context indicates a contrary intention:

1.2.1 headings are for convenience only and shall not affect interpretation,

1.2.2 words denoting any gender shall include all genders,

1.2.3 an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,

- 1.2.4 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - 1.2.5 a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
 - 1.2.6 a reference to a Owners Corporation includes any elected committee of the Owners Corporation, and
 - 1.2.7 a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.
- 1.3 The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. INCORPORATION OF ACT

- 2.1 To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Members must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

3. BEHAVIOUR

- 3.1 A Member or Occupier when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed, and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another lot or to any person lawfully using common property.
- 3.2 A Member or Occupier must not:
- 3.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another lot or of any person lawfully using common property; or
 - 3.2.2 obstruct the lawful use of common property by any person;
 - 3.2.3 without limiting the generality of the foregoing, use, or permit the use of, hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays;
 - 3.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware onto the common property;
 - 3.2.5 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials or liquids over balconies or in common property;
 - 3.2.6 permit any persons under the control of that Member or Occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children; or
 - 3.2.7 permit any persons under the control of that person to use on the common property any skateboards, roller skates or roller blades.

4. SMOKING

- 4.1 A Member or Occupier must not;
 - 4.1.1 smoke, nor allow anyone else to smoke, on or in the balcony of their lot or the common property (including without limitation passageways, lifts, foyers, gym and car park). Smoking in lifts is prohibited by law; or
 - 4.1.2 cause or permit smoke to drift into common property (including without limitation passageways, lifts, foyers, gym and car park) or any other lots in the Building.

5. SERVICES

- 5.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or Occupier must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - 5.1.1 the structural integrity of any part of the common property is impaired;
 - 5.1.2 the provision of services through the lot or the common property is interfered with in any way; or
 - 5.1.3 any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

6. MOVING

- 6.1 A Member or Occupier must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first providing three (3) days notice to the Manager.
- 6.2 A Member or Occupier may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 The driveways must be kept clear at all times.
- 6.4 No moving of furniture or goods can be undertaken without the protective covers installed on the walls of the lift and covers placed on the lift floor to protect the surface.
- 6.5 Without limiting the generality of the foregoing rules, the moving in or out of furniture or goods is usually only permitted between the hours of 9:00am and 4:00pm on weekdays Only, excluding public holidays unless a special arrangement has been made with the Manager. A move without the knowledge of the Manager will result in a levy against the offending lot for the provision of additional cleaning and facility management.
- 6.6 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Member or Occupier will inspect the common property through which such article is to be moved to establish its state of repair. The Member or Occupier will be liable for any damage caused to the common property arising from the movement of the article.
- 6.7 A Member or Occupier is responsible for the cost of any cleaning required to be undertaken for the common property and the cost of repairing any damage caused to the common property as a result of the move in or out.
- 6.8 On completion of the move the Member or Occupier is responsible to ensure all rubbish is cleared from the common areas. The Member or Occupier must ensure that all cartons and packing crates are removed from the Building, under no circumstances are they to be left in the rubbish room.

7. INTERFERENCE

- 7.1 A Member or Occupier must not:
- 7.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation. installed on the common property;
 - 7.1.2 without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;
 - 7.1.3 modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation;
 - 7.1.4 modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation;
 - 7.1.5 install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation;
 - 7.1.6 not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time; or
 - 7.1.7 interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.
- 7.2 A Member or Occupier must ensure the closers on the front doors are correctly adjusted to avoid the door slamming.

8. DAMAGE AND DEFECTS

- 8.1 A Member or Occupier (or their guests) must not:
- 8.1.1 mark, paint, drive a nail through or into, screw into or otherwise penetrate, damage or deface any part of the common property;
 - 8.1.2 breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy; or
 - 8.1.3 damage any lawn, garden, tree, shrub, plant, flower or any other landscaping on the common property.
- 8.2 A Member or Occupier must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

9. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 9.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
- 9.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or Occupiers of any part of the common property;

- 9.1.2 permit, to the exclusion of Members and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
- 9.1.3 restrict by means of key or other security device the access of the Members or Occupiers of one level of the lots to any other level of the lots
- 9.1.4 restrict by means of key or other security device the access of the Members or Occupiers of one level of the lots to any other level of the lots;
- 9.2 A Member or Occupier must abide by any actions taken by the Owners Corporation in accordance with these rules.

10. FIRE

- 10.1 A Member or Occupier must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.
- 10.2 A Member or Occupier must not place any door mats, personal belongings, pot plants or any thing on the passageways, corridors and hallways forming part of the common property.
- 10.3 A Member or Occupier must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 10.4 A Member or Occupier must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 10.5 A Member or Occupier must ensure all occupiers are aware of the fire alarm warning system. There is an alert tone which may be followed by an evacuation tone. All Members and Occupiers must vacate the Building on the evacuation tone. Anyone remaining in the Building does so at their own risk.
- 10.6 A contract nominated by the Owners Corporation will maintain the Building's smoke detection and sprinkler system and all essential safety services and devices. Members and Occupiers must, upon receiving 7 days notice, provide any such contractor with access to their lot for the purpose of performing these maintenance activities.
- 10.7 To avoid any false alarm callout by the Metropolitan Fire Brigade, a Member or Occupier and/or a Member's or Occupier's guests must not:
 - 10.7.1 cause or allow to be caused, whether negligently or otherwise, any circumstances where fire, smoke, fumes or vapour from within the lot activates the smoke detector system, fire alarm system or sprinkler system;
 - 10.7.2 open any door from the lot leading to the common property in circumstances where fire, smoke, fumes or vapour from the lot might enter the common property. In circumstances where there is no danger to life, only can windows be opened to allow smoke, fumes or vapour to escape from the lot;
 - 10.7.3 open any door from the lot leading to the common property whilst having steam cleaning or dry cleaning of carpeting or other soft furnishings undertaken; or
 - 10.7.4 leave open any door from the lot leading to the common property whilst building works or refurbishment works are being undertaken to the lot.

11. STORAGE

- 11.1 Subject to Rule 11.2, a Member or Occupier must not, except with the prior written consent of the Owners Corporation and at their own risk, use or store on their lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.
- 11.2 A Member or Occupier must store any chemicals, liquids, gases or other material used or intended to be used for normal and lawful domestic purposes, or in the fuel tank of a motor vehicle, in its dwelling lot and must not store any such items in its storage cage or lot.
- 11.3 A Member or Occupier must not install or place a storage cage or cabinet or the like on or above a car space which exceeds six cubic metres without first obtaining the written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.
- 11.4 A Member or Occupier must not place any goods, furniture, electrical appliances and the like on a car space without the written consent of the Owners Corporation. The Owners Corporation reserves the right to remove and dispose of any items left in a parking lot or on common property without consent.

12. INSURANCE

- 12.1 A Member or Occupier must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation;
- 12.2 The Owners Corporation insurance policy covers all common areas controlled by the Owners Corporation but, regardless of how the damage occurs, does not extend to cover any damage to privately owned fittings including carpets, curtains, blinds, light and electrical fittings and appliances which are not built into the apartment and can be removed;
- 12.3 The Public Liability policy does not extend to cover the interior of any apartment and/or the balcony.
- 12.4 A Member or Occupier must arrange a Contents Insurance policy to include the items noted in Rule 12.2.
- 12.5 Non-resident Members should arrange a Landlord's Insurance policy, which includes public liability to cover their investment.
- 12.6 A Member or Occupier must forward the details of any potential insurance claim against the Owners Corporation insurance policy to the Manager immediately.
- 12.7 A Member or Occupier where damage (including water damage) affects another lot, other than or in addition to their own will be responsible for the cost of reinstatement.

13. SECURITY, SECURITY KEYS & SECURITY CARDS

- 13.1 A Member or Occupier or persons thereon from time to time must not do or permit anything that may prejudice the security or safety of the common property or any person in or about the Building.
- 13.2 A Member or Occupier must contact the Manager to obtain a new or replacement Security Key or Security Card, apartment key or other common entry key or device.
- 13.3 A Member or Occupier must not change the barrel of the apartment door lock to any other system than the restricted lock system for the property.

- 13.4 The Owners Corporation may charge a reasonable fee for any additional Security Key or Security Card required by a Member or Occupier.
- 13.5 A Member must exercise a high degree of caution and responsibility in making a Security Key or Security Card available for use by any Occupier and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the Occupier to ensure the return of the Security Key or Security Card to the Member or the Owners Corporation.
- 13.6 A Member or Occupier in possession of a Security Key or Security Card must not without written consent from the Owners Corporation duplicate the Security Key or Security Card or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key or Security Card is not lost or handed to any person other than another Member or Occupier and is not disposed of otherwise than by returning it to the Member or Occupier or the Owners Corporation.
- 13.7 A Member or Occupier must promptly notify the Owners Corporation if a Security Key or Security Card issued to him is lost or destroyed.
- 13.8 A Member or Occupier should under no circumstances allow entry to the Building by an unknown person no matter how plausible their explanation might be.
- 13.9 A Member or Occupier should ensure that no one has access to the Building or car park without normal security procedures.
- 13.10 A Member or Occupier must not deliberately leave open any external door to any part of the Building. This includes roller doors and sliding doors to the car parks and rubbish room.

14. CLEANING

- 14.1 A Member or Occupier must:
- 14.1.1 keep that lot clean and in good repair; and
 - 14.1.2 ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that Member or Occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.

15. BALCONIES

- 15.1 A Member or Occupier must:
- 15.1.1 ensure balconies are cleaned with a mop or similar to ensure no liquid run off;
 - 15.1.2 ensure pot plants must be placed in a saucer and only watered to the extent that no water overflows the saucer;
 - 15.1.3 ensure no running water is used to clean balconies
 - 15.1.4 clean balcony and balcony glass regularly to ensure no dirt build up;
 - 15.1.5 ensure a receptacle captures all condensate from balcony mounted air conditioners. These receptacles are to be emptied frequently to ensure no water escapes the balcony;
 - 15.1.6 subject to Rule 15.1.7, ensure that any furniture, equipment, pot plant, personal belonging, thing or item placed on the balcony is properly secured;

- 15.1.7 not place or install any pot plant or other similar items on or along the balustrade of the balcony; and
 - 15.1.8 not, and must take all reasonable steps to ensure that their guests do not, hang any clothes, thing or item from or on the outside of their lot (including the balcony) or the common property.
- 15.2 A Member or Occupier may only use the following on a balcony:
- 15.2.1 furniture designed for balcony use;
 - 15.2.2 pot plants with saucers; and
 - 15.2.3 an electric or gas barbeque.

16. SIGNS, BLINDS AND AWNINGS

- 16.1 A Member or Occupier must not:
- 16.1.1 erect or affix any sign or notice to any part of the common property unless approved by the Owners Corporation;
 - 16.1.2 install or permit the installation of any awnings, blinds, curtains or other coverings unless the surface of the awnings, blinds, curtains or other coverings is off white in colour without approval by the Owners Corporation;
 - 16.1.3 allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the common property; or
 - 16.1.4 allow, request or authorise, the erection of any for sale or for lease or licence or sub-lease boards or signs of any description to be installed on areas adjacent to the common property or within the vicinity of the common property, which may infer reference to the Building (including the common property) or a private lot, Member or Occupier.

17. APPEARANCE

- 17.1 Without limiting any other of these rules, a Member or Occupier must not:
- 17.1.1 without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building (be it internal or external of the Building);
 - 17.1.2 install bars, screens, peep holes, smart locks or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
 - 17.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
 - 17.1.4 install or operate any intruder alarm which emits an audible signal;
 - 17.1.5 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
 - 17.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;

- 17.1.7 without the prior written consent of the Owners Corporation install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus;
- 17.1.8 Without prior written consent of the Owners Corporation replace any soft floor coverings with hard surfaces or leave any floor surface bare of floor covering, which may affect the acoustic rating of the floor level and create undue noise to adjoining Members or Occupiers.
- 17.1.9 install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation;
- 17.1.10 install any pipes, wiring, cables or the like to the external face of the Building;
- 17.1.11 place any washing, towel, clothesline, clotheshorse, clothes airer or other article so as to be visible from the common property or outside the Building;
- 17.1.12 hang curtains or blinds visible from outside a lot unless the back of the curtains or blinds is one solid colour, preferably white, grey or cream in colour; or
- 17.1.13 construct or erect any sheds, kennels, spas or hot tubs, synthetic grass, screen or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony.

18. PAINTING AND FINISHINGS

- 18.1 A Member or Occupier must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property,
- 18.2 Commercial lots upon submitting all architectural drawings, plans, colour schedules and any council required permits to the committee of the Owners Corporation, may be granted approval, subject to the requirements of Planning Permit Number WH/2016/1149 issued by City of Whitehorse and any other permit affecting the property, paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property, only after the committee resolved by ordinary resolution that they may do so.

19. RUBBISH

- 19.1 A Member or Occupier must not:
 - 19.1.1 deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the common property except in the receptacles as designated by Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
 - 19.1.2 throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, down the staircase or from the terraces or balconies;
 - 19.1.3 refuse to bear the cost of cleaning and repair cause by a breach of this rule 19; or
 - 19.1.4 leave or fail to clean up any refuse which is dropped or spilled on the common property or fail to notify the Owners Corporation if refuse is spilled or dropped.
- 19.2 A Member or Occupier must ensure that an occupier of the lot disposes of garbage or waste in a manner that does not adversely affect the health, hygiene or comfort of other Members or Occupiers.
- 19.3 Guidelines regarding rubbish, chute and bin use may be determined and varied at any time by the Owners Corporation or the Manager.

- 19.4 All waste disposed of via the rubbish chutes, other than the items referred to rule 19.5 should be contained in tied plastic bags.
- 19.5 Glass, paper, cans and bottles are to be disposed directly into the recycling chute and are not to be placed into any bags.
- 19.6 Cardboard boxes or cartons are to be flattened and disposed directly in the garbage room.
- 19.7 If the rubbish chute(s) become blocked and the Owners Corporation is able to identify the responsible Member or Occupier, then the cost to reinstate the chute(s) may be recovered from the relevant Member or Occupier.
- 19.8 Items that must not be disposed of via either the rubbish chute include cigarette butts, ignition sources or fluids, items weighing over 3 kg, items which may block the chute, and items with a volume greater than 35cm³ and any other items which the Owners Corporation or Manager may prescribe from time to time pursuant to the guidelines.
- 19.9 All items which cannot be disposed of via the rubbish chute (subject to observing these rules and guidelines) may be disposed of in the bins within any garbage room.
- 19.10 Flammable items or any other hazardous materials or hard rubbish (for example, glass, brick, crockery, appliances or similar) are not to be disposed of through the rubbish chutes or in any garbage room. A Member or Occupier is responsible for the disposal of flammable items, hazardous materials, hard rubbish or large items, and must make private arrangements for disposal of these items at their own cost.

20. OWNERS CORPORATION CONSENT

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

21. COMPLAINTS AND COMMUNICATIONS

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

22. VEHICLES AND BICYCLES

- 22.1 A Member or Occupier must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 22.2 A Member or Occupier must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that Member or Occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.
- 22.3 A Member or Occupier must not park or permit to be parked any vehicle, trailer or motor cycle other than within additional units (parking spaces) attached to their lot and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles (such as those vehicles, trailers or motor cycles parked in the visitor parking lots or on another Member or Occupier's lot).
- 22.4 A Member or Occupier may allow visitors or guests to occupy their car space.

- 22.5 A Member or Occupier must ensure all drivers comply with all directional signs and the speed limit of 10km/h while on common property.
- 22.6 A Member or Occupier must ensure all drivers exercise due care while driving in or about the car park so as not to cause danger or concern to any person or property.
- 22.7 A Member or Occupier shall not permit any vehicle to be commercially cleaned, serviced or repaired in the car park other than when the RACV or similar is required. In this case the Member or Occupier must be present at all times.
- 22.8 The Owners Corporation shall not be responsible for:
 - 22.8.1 any damage sustained by the driver's vehicle while upon or entering or leaving the car park;
 - 22.8.2 the theft of any vehicle parked in the car park; or
 - 22.8.3 the theft of any contents from a vehicle parked in the car park.
- 22.9 The driver's vehicle whether parked or mobile in the car park shall be at the sole risk of the driver.
- 22.10 A Member or Occupier must not:
 - 22.10.1 ride a pedal bicycle on common property except for the purpose of arriving or departing from the Building. (All liability rests with the rider);
 - 22.10.2 permit any bicycle to be stored (including in a lot) other than in the areas (if any) of the common property fitted with bicycle racks that may be designated by the Owners Corporation or its Manager for such purpose from time to time; or
 - 22.10.3 bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property designated by the Owners corporation or its Manager from time to time.
- 22.11 A Member who lets their car space independently of their apartment to a non-resident must provide the Owners Corporation Manager with the lessee's details including name, address, car registration, day, evening phone numbers, and another contact person in case of emergency.

23. COMPLIANCE

- 23.1 A Member or Occupier must take all reasonable steps to ensure that invitees of the Member or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 23.2 A Member of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules (as amended from time to time), the Model Rules, together with any guidelines issued by the Manager or the Owners Corporation from time to time. This includes ensuring the lessee or licensee has read, and is bound by under the terms of their lease or licence agreement, these rules (as amended from time to time), the Model Rules and the guidelines issued by the Manager or the Owners Corporation from time to time. A Member who grants a lease or licence over its lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these rules (as amended from time to time), the Model Rules, guidelines issued by the Manager or the Owners Corporation and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

- 23.3 A Member or Occupier must at the Member's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 23.4 A Member or Occupier must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other Member or Occupier or their representative or invitees.
- 23.5 A Member or Occupier must give the Manager advance written notice of changes to the occupancy of the Member's or Occupier's lot (including the changes in the ownership or tenancy of the lot) and the expected term of the occupancy (where there is a change in a tenancy of the lot).

24. BUILDING AND CONSTRUCTION

- 24.1 A Member or Occupier must ensure that under no circumstances are perimeter walls of their lot, or any other structural wall, any floor or any ceiling to be penetrated or breached.
- 24.2 A Member or Occupier must not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with the following requirements:
- 24.2.1 such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- 24.2.2 the Member or Occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Members and Occupiers (see also Rule 3.2.3).
- 24.3 The Member or Occupier must not proceed with any such works until the Member or Occupier:
- 24.3.1 submits to the Owners Corporation plans and specifications of any building or renovation works proposed by the Member or Occupier which affect the internal structure or appearance of the lot or which may affect the services or the fire or acoustic ratings of any component of the Building; and
- 24.3.2 submits to the Owners Corporation plans and specifications of any works proposed by the Member or Occupier which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building; and
- 24.3.3 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
- 24.3.4 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the reasonable costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or Occupier and such approval shall not be effective until such reasonable costs have been paid; and

- 24.3.5 if required, pays to the Owners Corporation such reasonable costs incurred by the Owners Corporation in considering the proposed works and providing approval under this Rule 24.
- 24.4 A Member or Occupier is responsible for the cost of any cleaning required to be undertaken for the common property and the cost of repairing any damage caused to the common property as a result of the works under this Rule 24.
- 24.5 The Member or Occupier must ensure that the Member or Occupier and the Member's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and Building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 24.6 Without limiting the generality of Rule 23.3 the Member or Occupier must ensure that the Member or Occupier and the Member's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 24.6.1 building materials must not be stacked or stored in the front or side of the Building unless approval has been obtained from the Manager;
- 24.6.2 scaffolding must not be erected on the common property or the exterior of the Building unless approval has been obtained from the Manager;
- 24.6.3 construction work must comply with all laws of the relevant Government Agencies;
- 24.6.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state. This may mean the hallway and lift lobbies need to be cleaned at the end of each working day;
- 24.6.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property;
- 24.6.6 no work is to be performed on weekends or public holiday; or between the hours of 4:30 p.m. to 8:30 am on any other day.;
- 24.6.7 protective covers must be placed on the walls and floor of the lifts as materials and tools are moved in or out of the Building; and
- 24.6.8 any alteration or additional fixtures having a value of \$5,000 or more should be recorded with the Manager who will ensure the Building Insurance is updated to include these alterations or additions.
- 24.7 Before any of the Member's or Occupier's works commence the Member or Occupier must cause to be affected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation. This is to include an insurance policy that covers legal liability to an amount of \$20 million in respect of any damage to property, injury to persons, consequential (related or subsequent) damage, fidelity guarantee etc, and Workcover registration details;
- 24.8 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the Owners Corporation in the case of common property;

- 24.9 The Member or Occupier shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
- 24.10 The Member or Occupier must forthwith make good any damage occasioned to the Building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) reimburse the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

25. LICENCE TO DEVELOPER

- 25.1 Notwithstanding anything to the contrary herein contained, so long as the Developer or any Related Entity, if any, is a Member and is a Member of a lot on the Plan, these Rules do not apply to the Developer, any Related Entity or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, any Related Entity or its mortgagee or chargee may be engaged in, or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.
- 25.2 The Developer, the Developer's Representatives, any Related Entity, if any, its mortgagees and charges shall be and are by this Rule, authorised by the Owners Corporation to:
- 25.2.1 conduct any marketing and sales activities on the Land;
- 25.2.2 place and maintain in, on or about the Land signs in connection with those marketing and sales activities;
- 25.2.3 place and maintain in, on or about the Land an office, suite or facility from which marketing and sales activities can be conducted; and
- 25.2.4 erect 'for sale', 'for lease', promotional advertising or other signs the Developer, the Developer's Representatives or any Related Entity may require to be erected on any part of the common property.

26. SERVICES

- 26.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Member or Occupier causing the damage or blockage.

27. ACCESS

- 27.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member of his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or Occupier as is reasonable in the circumstances.

- 27.2 The Member agrees immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the lot for the purposes of repairs and maintenance of the Building. The Member must give or cause any tenant they have to grant this access promptly.
- 27.3 The Owners Corporation Manager will provide seven (7) days notice to all lots if external windows are to be cleaned.

28. ANIMALS

- 28.1 A Member or Occupier may keep an animal or bird in his or her lot and may allow any animal access to the common property.
- 28.2 If any animal causes a nuisance the Owners Corporation may give notice to remove the animal from the lot or common property. The Member or Occupier must remove the animal immediately upon receipt of the notice from the Owners Corporation.
- 28.3 A Member or Occupier must ensure that any companion animal in his/her control is kept on a lead, carried or in a cage while on common property.
- 28.4 A Member or Occupier must ensure that any mess made by their animal is cleaned up and the area is thoroughly deodorised and disinfected.
- 28.5 A Member or Occupier must ensure their animal is not allowed to defecate in the garden area of the Building.
- 28.6 A Member or Occupier must ensure that all cat and dog litter is double bagged, securely tied and deposited in the garbage bins situated on the common property.

29. USE OF LIFTS

- 29.1 A Member or Occupier must not, and must ensure that their invitees must not:
- 29.1.1 hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation of, or the other Members' or Occupiers' or their invitees' use of the lifts;
 - 29.1.2 press any buttons other than the one for the floor or level that the lift is required to stop at;
 - 29.1.3 rock or jump inside a lift as doing so may cause the lift to stop between floors; and
 - 29.1.4 use the lifts where there is any risk of fire. The Member or Occupier must only use emergency stairs where there is a risk of fire.
- 29.2 If a lift stops between floors for any reason call the telephone number on the emergency telephone. Hold down the button for at least five (5) seconds to access the emergency call.
- 29.3 Do not hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation, or the other Member's use, of the lifts.

30. BUSINESS

- 30.1 The Member or Occupier, other than commercial lots must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:
- 30.1.1 the trade or business can be carried on and is carried on without causing undue nuisance to the Members and Occupiers; and

- 30.1.2 any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- 30.1.3 the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

31. GYM

- 31.1 Each Member must ensure that in utilising the Gym that:
 - 31.1.1 children below the age of 16 years are not in or around the Gym unless accompanied by an adult Member or Occupier exercising effective control over them;
 - 31.1.2 no food, alcohol or smoking is allowed in or around the Gym;
 - 31.1.3 no Member or Occupier or their guests behaves in a manner in the vicinity of the Gym which interferes with the use and enjoyment of the Gym by any other person; and
 - 31.1.4 each Member and Occupier obeys any lawful direction given to them by the Owners Corporation.
- 31.2 Each Member acknowledges that the Gym must only be utilised by Members residing in a lot and/or Occupiers.
- 31.3 Each Member or Occupier must not invite or allow any person who is not an residing at a lot or an Occupier to use the Gym.
- 31.4 Each Member acknowledges and agrees that each Member or Occupier will only be entitled to use the Gym after the Member or Occupier has completed an induction (organised by a person designated by the Owners Corporation) at the Gym.
- 31.5 The Owners Corporation can make rules relating to the use of the Gym on the condition that those rules are not inconsistent with these Rules and any breach of those rules will be taken to be a breach of these Rules.

32. USE OF FUNCTION ROOM

- 32.1 A Member or Occupier must be inducted to the Function Room before booking of the room is approved.
- 32.2 At commencement of any function, the Member or Occupier must ensure those in attendance are aware of any emergency evacuation plan prepared and implemented by the Owners Corporation and location of emergency exits.
- 32.3 No smoking/alcohol is allowed inside of the Function Room. The hours of use of the Function Room are 8.00 am to 10.00 pm from Monday to Sunday which may change at the discretion of the Owners Corporation Manager.
- 32.4 The Function Room is only for the use of Members and Occupiers and their guests. Any Member or Occupier may hire the place by making a booking with the Building Manager.
- 32.5 To use the Function Room , a booking must be made via the Building Manager at least 72 hours prior.
- 32.6 A charge for use of the Function Room will be determined and set by the Committee on behalf of the Owners Corporation and may change from time to time.
- 32.7 A Member or Occupier using the Function Room is responsible for the Member and Occupier and their guests. The area must be cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc will be charged to the Member or Occupier responsible).

- 32.8 Persons using the Function Room must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Member or Occupier or any other person lawfully using common property.
- 32.9 A Member or Occupier must provide all information about the proposed function as required by the Building Manager, including but not limited to the nature and duration of the function and the number of proposed attendees.
- 32.10 Security may need to be provided at the absolute discretion of the Owners Corporation and at the cost of the Member or Occupier organising the function.
- 32.11 All users of the Function Room do so at their own risk.
- 32.12 Improper use of the Function Room may result in bans/restrictions of use being imposed on the Member and/or Occupier and is at the Owners Corporation's absolute discretion.
- 32.13 Must notify the Owners Corporation promptly when becoming aware of any damage to the Function Room.
- 32.14 A Member or Occupier must promptly make good all damage caused to the Function Room. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage at the Member's or Occupier's expense. A Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage. The Owners Corporation may at their absolute discretion demand from a Member or Occupier a performance bond in relation to the repair of the Function Room to guarantee their performance under this rule.

33. RETAIL & COMMERCIAL LOTS

- 33.1 A Member or Occupier of a retail or commercial lot in operating any business must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.
- 33.2 A Member or Occupier of a retail or commercial lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 33.3 A Member or Occupier of a retail or commercial lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - 33.3.1 recyclable items, including without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - 33.3.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
 - 33.3.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for those items by the Owners Corporation;
 - 33.3.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - 33.3.5 ensure a minimum rubbish collection frequency of 2 days so as to ensure no build-up of waste and smells and to meet the cost of the related service.
- 33.4 A Member or Occupier of retail or commercial lot must not use that lot or any part of the common property for any illegal or immoral trade or business nor permit others to do so.

- 33.5 A Member or Occupier of a lot must not use any lot or any part of the common property for any trade or business nor permit others to do so unless:
- 33.5.1 the trade or business can be carried on and is carried on without causing undue material nuisance to the Members or Occupiers;
 - 33.5.2 any requirements about the trade or business stipulated by any relevant authority from time to time are complied with; and
 - 33.5.3 the planning scheme governing the use of that retail or commercial Lot permits the trade or business to be carried on from that lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.
- 33.6 The Owners Corporation grants access to, over, from and between the common property in the Owners Corporation to the other Owners Corporations in the Plan for access purposes and for servicing any plant and equipment in any area in the Development.
- 33.7 A Member or Occupier of a retail or commercial lot when receiving a delivery must only receive it:
- 33.7.1 in a manner, in areas and during times determined by the Owners Corporation, subject to the requirements of Planning Permit Number WH/2016/1149 issued by City of Whitehorse and any other permit affecting the property, to cause the least disruption and inconvenience to other Members or Occupiers; and
 - 33.7.2 using a trolley with rubber wheels; and
 - 33.7.3 so that any trolley does not mark the floor of the lot, common property or Building and makes minimal noise.
- 33.8 A Member or Occupier of a retail or commercial lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or common property or a Building.
- 33.9 A Member or Occupier of a retail or commercial lot must appoint an employee or agent of the Member or Occupier to act as a warden of the lot and must accept safety instructions about fire and other emergencies.
- 33.10 A Member or Occupier of a retail or commercial lot must ensure that at all time the noise emanating from its lot must comply with the State Environment Protection Policy N-1 (Noise from commerce industry and trade).

34. COMPLIANCE / BREACH

- 34.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and/or impose such fine or penalty, as they deem appropriate from time to time as is advised to Members and Occupiers.
- 34.2 The Member or Occupier shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.
- 34.3 The Member or Occupier must on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation, costs and charge payable to the Manager, payments made to any other person (but such payments does not include the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or any member of the committee of the Owners Corporation) as a result of any breach of any rule.

- 34.4 The Member or Occupier must (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or Occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular lot anymore or an Occupier not occupying any lot anymore.
- 34.5 A Member or Occupier must take all reasonable steps to make sure that their guests and invitees obey these rules. If their guests and invitees do not obey these rules, the Member or Occupier must immediately make sure their guests and invitees leave their lot and the common property. The Owners Corporation may remove any person from the common property if the Owners Corporation believes that person is behaving inappropriately.

35. SURVEILLANCE CAMERAS

- 35.1 The Owners Corporation reserves all rights to view any security video or photographs taken in or around the Building and, if offenders are identified from that video or still photographs, to provide such evidence to police to aid in prosecution.
- 35.2 The Owners Corporation reserves all rights to recover from those lots responsible for damages, the costs for any repairs or replacement for damaged or stolen common property fixtures or fittings and all costs to view and retrieve such footage whereas the residents or guests of the lot have been identified on the surveillance equipment as responsible.

36. PENALTY INTEREST

Owners Corporation fees, reimbursements and the like are due and payable on the due date as specified on the fee notice. The Owners Corporation may charge interest on any amount outstanding after the due date at the penalty interest rate for the time being fixed under the *Penalty Interest Rates Act 1983 (Vic)*. Interest will be computed from the date on which the payment became due.

37. OWNERS CORPORATION ACCESS TO THE LOTS

- 37.1 Except in the case of an emergency (in which case no notice is required), upon seven (7) days' notice in writing the Owners Corporation, the Manager and its agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment therein (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member or Occupier or their guests). The Owners Corporation or Manager, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or Occupier as is reasonable in the circumstances.
- 37.2 Members and Occupiers must immediately, in the case of an emergency or otherwise on seven (7) days' notice, provide unconditional access to their lot for the purposes of repairs and maintenance of the Building.
- 37.3 Members and Occupiers are responsible for regularly cleaning the internal and external windows that form part of their lot. Despite this, the Owners Corporation or Manager may, in the interests of maintaining high standards at any time engage a window cleaner to clean all or any of the external windows of the Building (whether part of the lot or common property). Members and Occupiers agree to provide access to their lot for this purposes.
- 37.4 If access is not provided pursuant to this rule 37, on further written notice being provided, the Owners Corporation or Manager will be deemed to have been granted an irrevocable licence to access the Member's or Occupier's lot for the purposes of this rule 37.

38. GREASE TRAP

- 38.1 A Member or Occupier must not connect to or use a grease trap except in compliance with the terms and conditions contained in the rules of the Owners Corporation.
- 38.2 Before connecting to or installing a grease trap, a Member or Occupier must:
- 38.2.1 provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specification.
 - 38.2.2 obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the grease trap and how the grease trap is to be cleaned and maintained, including the frequency of cleaning and maintenance.
 - 38.2.3 enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant Water Authority and Council.
 - 38.2.4 ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the Building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the Building.
- 38.3 After connection the Member or Occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 38.4 In using a grease trap , the Member or Occupier must:
- 38.4.1 comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.
 - 38.4.2 only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 38.5 A Member or Occupier served by using a particular grease trap must be responsible to keep the grease trap and any connection to it:
- 38.5.1 properly and adequately maintained in s state of good and serviceable repair.
 - 38.5.2 adequately clean and free of vermin.
 - 38.5.3 regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, the Water Authority, the Council and any other Government or Regulatory Authority.
- 38.6 A Member or Occupier served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.
- 38.7 The Owners Corporation by its servants and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to a Member or Occupier to inspect such areas or for any other purpose permitted under rules.

39. INFECTIOUS DISEASES

- 39.1 A Member or Occupier must, if required by law, promptly notify the Owner Corporation or the Manager if they or their guests or invitees are the subject of any infectious disease and must provide to the Owners Corporation any information in relation to such disease as may be requested by the Owners Corporation (acting reasonably).
- 39.2 A Member or Occupier must pay to the Owners Corporation the cost of the Owners Corporation disinfecting their lot (if considered necessary by the Owners Corporation acting reasonably) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

40. LEASING OF A LOT

- 40.1 A Member or Occupier may lease or license their lot provided that:
 - 40.1.1 there is a written lease or licence in place between the Member or Occupier and the tenant or the licensee (as the case may be) and the terms of the lease or licence (as the case may be) are compliant with all relevant laws; and
 - 40.1.2 the lease or licence contains a condition requiring the tenant or licensee to obey these rules; and
 - 40.1.3 if required by the Owners Corporation, the tenant or licensee signs an agreement confirming their acceptance of these rules.
- 40.2 A Member or Occupier who leases or licenses their lot must take all reasonable steps, including any action available under the lease or licence, to ensure that any tenant or licensee of their lot (and their guests and invitees) complies with these rules.
- 40.3 A Member or Occupier must not lease or license, or permit their lot to be leased or licensed, for any period less than 30 calendar days.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Michelle Sandys
1 Archer Close
MOUNT ELIZA 3930

Client Reference:

NO PROPOSALS. As at the 11th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

828 WHITEHORSE ROAD, BOX HILL 3128
CITY OF WHITEHORSE

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

Date of issue: 11th February 2025

Telephone enquiries regarding content of certificate: 13 11 71



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 5 October 2023
Applicant Reference: SALE - FLOROS:53821

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: Lot 1301 PS 810969
Property Address: 1301/828 Whitehorse Road, BOX HILL VIC 3128

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Reference Numbers	Council Reference - 1628/2018 BAMS - Not Applicable Building Surveyor Reference - BSU25334/20180265/0
Type of Works	Demolition of Four Storey Office Building Including Basement Carpark (830-834 Whitehorse Road Box Hill)
Building Permit Details	Building Permit Issued - 05-Oct-2018 Certificate of Final Inspection Issued - 02-May-2019
Building Surveyor Details	John Athanasiou Builde Pty Ltd Suite 206/22 St Kilda Road, ST KILDA VIC 3182 Phone: 9572 3111

Reference Numbers	Council Reference - 1009/2019 BAMS - Not Applicable Building Surveyor Reference - BSU25334/201800396
Type of Works	Demolition of 3 Storey Office Building including Basement (826-828 Whitehorse Road Box Hill)
Building Permit Details	Building Permit Issued - 05-Oct-2018 Certificate of Final Inspection Issued - 17-May-2019
Building Surveyor Details	John Athanasiou Builde Pty Ltd Suite 206/22 St Kilda Road, ST KILDA VIC 3182 Phone: 9572 3111



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Reference Numbers	Council Reference - 433/2018 BAMS - Not Applicable Building Surveyor Reference - BSU24818/20180033/0
Type of Works	Stage 1 - Construction of New Building - Hoarding
Building Permit Details	Building Permit Issued - 13-Feb-2018 Certificate of Final Inspection Issued - 11-Aug-2022 Occupancy Permit Issued - 31-Jan-2022 Occupancy Permit Issued - 23-Feb-2022
Building Surveyor Details	Glenn Clemente PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999

Reference Numbers	Council Reference - 423/2020 BAMS - 3303269893358 Building Surveyor Reference - BS-U24818/3303269893358/2
Type of Works	Stage 2 - Construction of New Building - Retention & Excavation
Building Permit Details	Building Permit Issued - 24-Oct-2019 Certificate of Final Inspection Issued - 11-Aug-2022 Occupancy Permit Issued - 31-Jan-2022 Occupancy Permit Issued - 23-Feb-2022
Building Surveyor Details	PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999



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Reference Numbers	Council Reference - 385/2020 BAMS - 3504354090110 Building Surveyor Reference - CBSU58176/3504354090110/3
Type of Works	Stage 3 - Construction of New Building - Concrete Structure & Services (Including Lower Ground & Ground Slab to Core Up to Level 3) Excluding Regulation 129 Items
Building Permit Details	Building Permit Issued - 05-Mar-2020 Certificate of Final Inspection Issued - 11-Aug-2022 Occupancy Permit Issued - 31-Jan-2022 Occupancy Permit Issued - 23-Feb-2022
Building Surveyor Details	Glenn Clemente PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999

Reference Numbers	Council Reference - 196/2021 BAMS - 8807725000882 Building Surveyor Reference - BS-U24818/8807725000882/4
Type of Works	Stage 4 - Construction of New Building - Architectural Including Facade Works Up to L-7 (Inclusive) & Internal Finishes to All Levels
Building Permit Details	Building Permit Issued - 27-Oct-2020 Certificate of Final Inspection Issued - 11-Aug-2022 Occupancy Permit Issued - 31-Jan-2022 Occupancy Permit Issued - 23-Feb-2022
Building Surveyor Details	Glenn Clemente PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999



Whitehorse City Council
 379–399 Whitehorse Road
 Nunawading VIC 3131
 Locked Bag 2 Nunawading VIC 3131
 ABN: 39549568822

Telephone: (03) 9262 6333
 Fax: (03) 9262 6490
 NRS: 133 677
 TIS: 131 450
 customer.service@whitehorse.vic.gov.au
 www.whitehorse.vic.gov.au

Reference Numbers	Council Reference - 2564/2021 BAMS - 5939490761763 Building Surveyor Reference - BS-U24818/5939490761763/5
Type of Works	Stage 5 - Construction of New Building - Balance of Work
Building Permit Details	Building Permit Issued - 23-Dec-2021 Certificate of Final Inspection Issued - 11-Aug-2022 Occupancy Permit Issued - 31-Jan-2022 Occupancy Permit Issued - 23-Feb-2022
Building Surveyor Details	Glenn Clemente PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999

Reference Numbers	Council Reference - 611/2021 BAMS - 7105713320176/0 Building Surveyor Reference - CBSU58176/7105713320176/0
Type of Works	Construction of External Public Stairs
Building Permit Details	Building Permit Issued - 30-Mar-2021 There is no Certificate of Final Inspection/Occupancy Permit issued per Council's record
Building Surveyor Details	Glenn Clemente PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999



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Reference Numbers	Council Reference - 406/2023 BAMS - 2738194519409 Building Surveyor Reference - CBSU58176/2738194519409/0
Type of Works	Alteration to Detection System - All Works - Smoke Detector Rectification
Building Permit Details	Building Permit Issued - 28-Apr-2023 There is no Certificate of Final Inspection/Occupancy Permit issued per Council's record
Building Surveyor Details	Socrates Capouleas Nicolas Building Surveyors 33 Lakeside Drive, BURWOOD EAST VIC 3151 Phone:

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

PROPERTY DETAILS

Address: **1301/828 WHITEHORSE ROAD BOX HILL 3128**

Lot and Plan Number: **Lot 1301 PS810969**

Standard Parcel Identifier (SPI): **1301\PS810969**

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

Council Property Number: **289330**

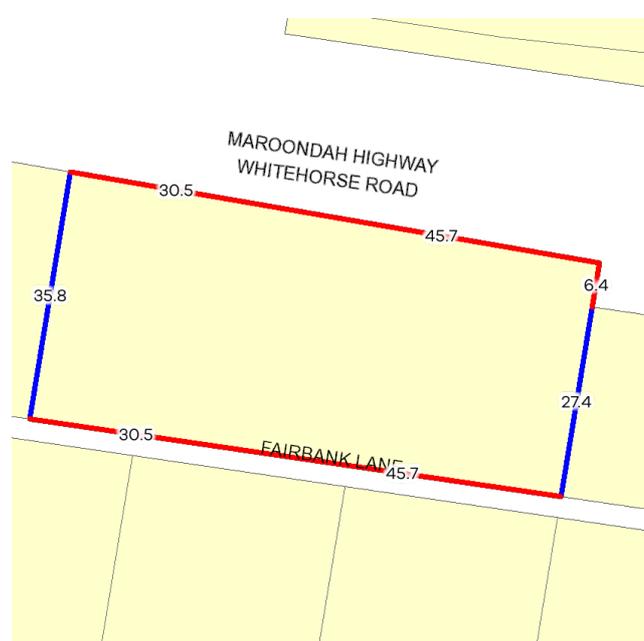
Directory Reference: **Melway 75A C3**

www.whitehorse.vic.gov.au

Note: There are 399 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: 2650 sq. m

Perimeter: 222 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: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **BOX HILL**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

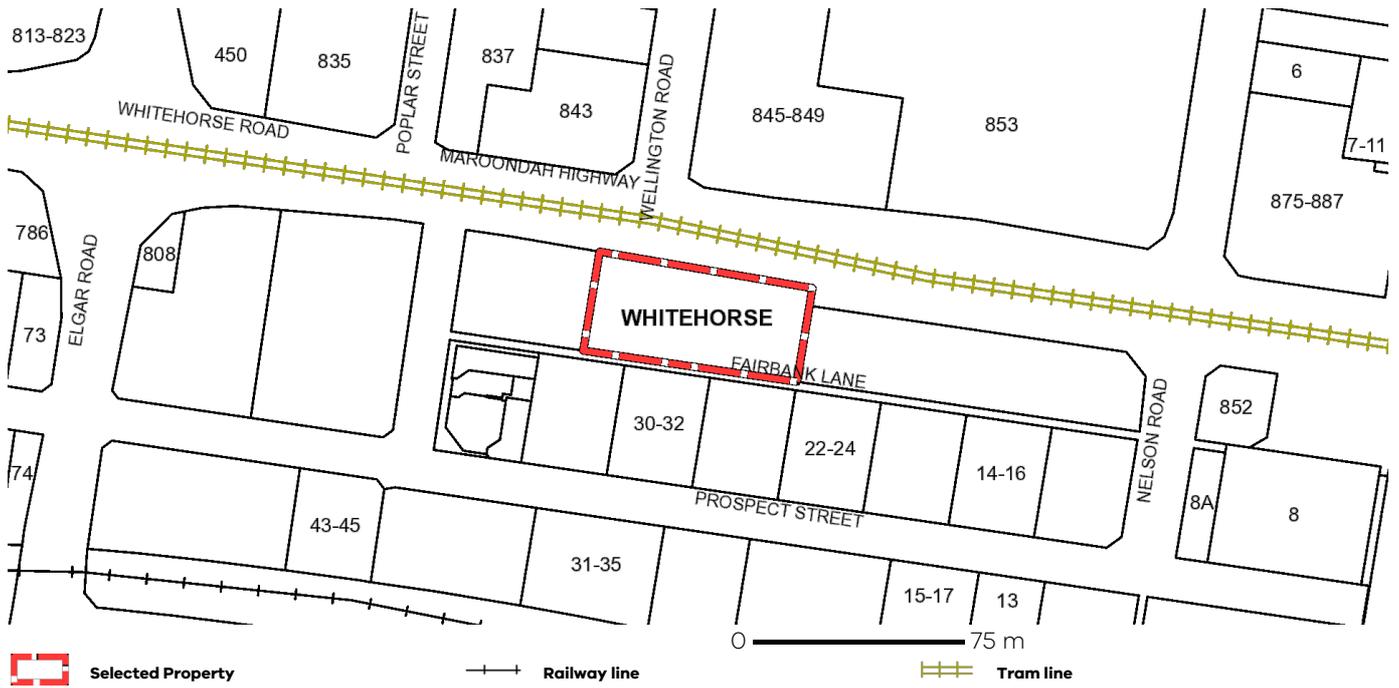
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 05 October 2023 01:51 PM

PROPERTY DETAILS

Address: **1301/828 WHITEHORSE ROAD BOX HILL 3128**
Lot and Plan Number: **Lot 1301 PS810969**
Standard Parcel Identifier (SPI): **1301\PS810969**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **289330**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 75A C3**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BOX HILL**

OTHER

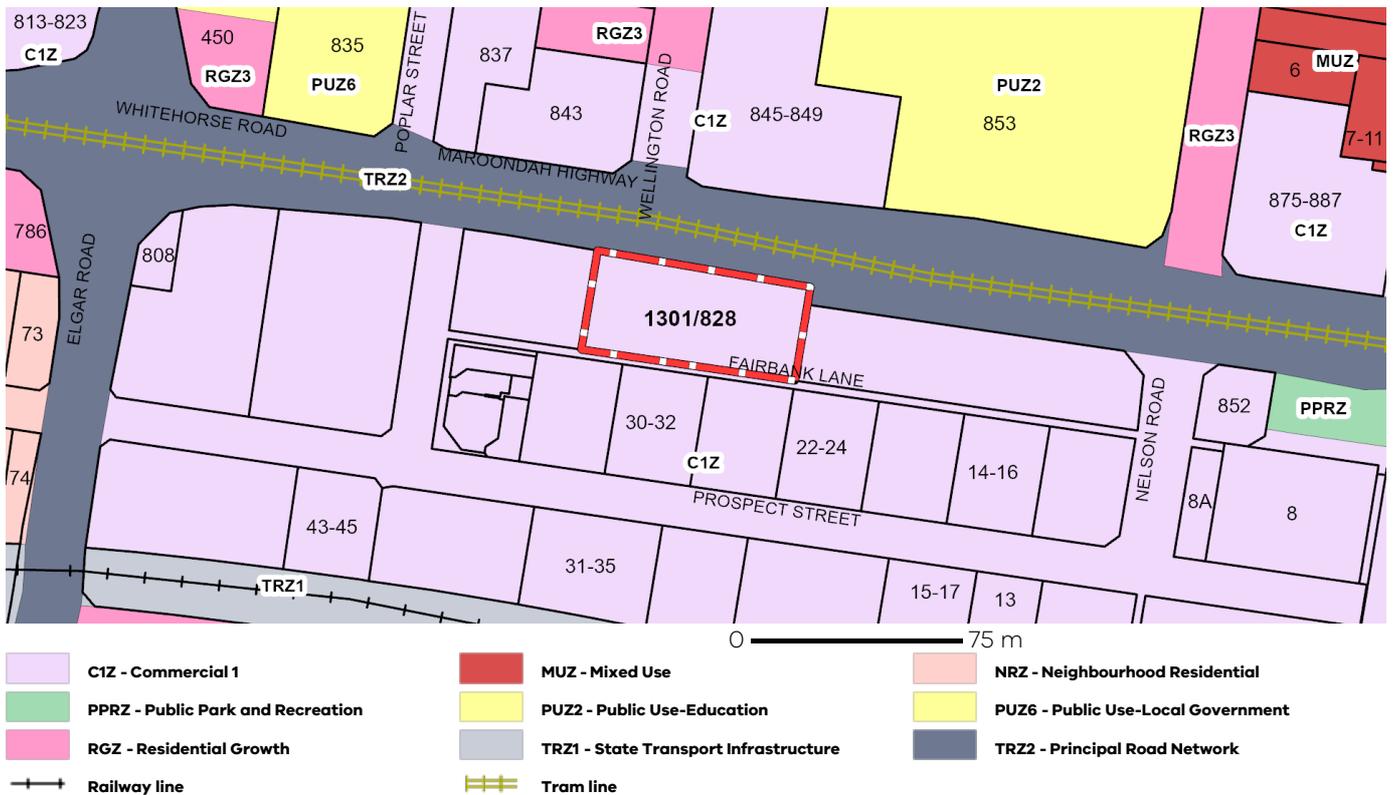
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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

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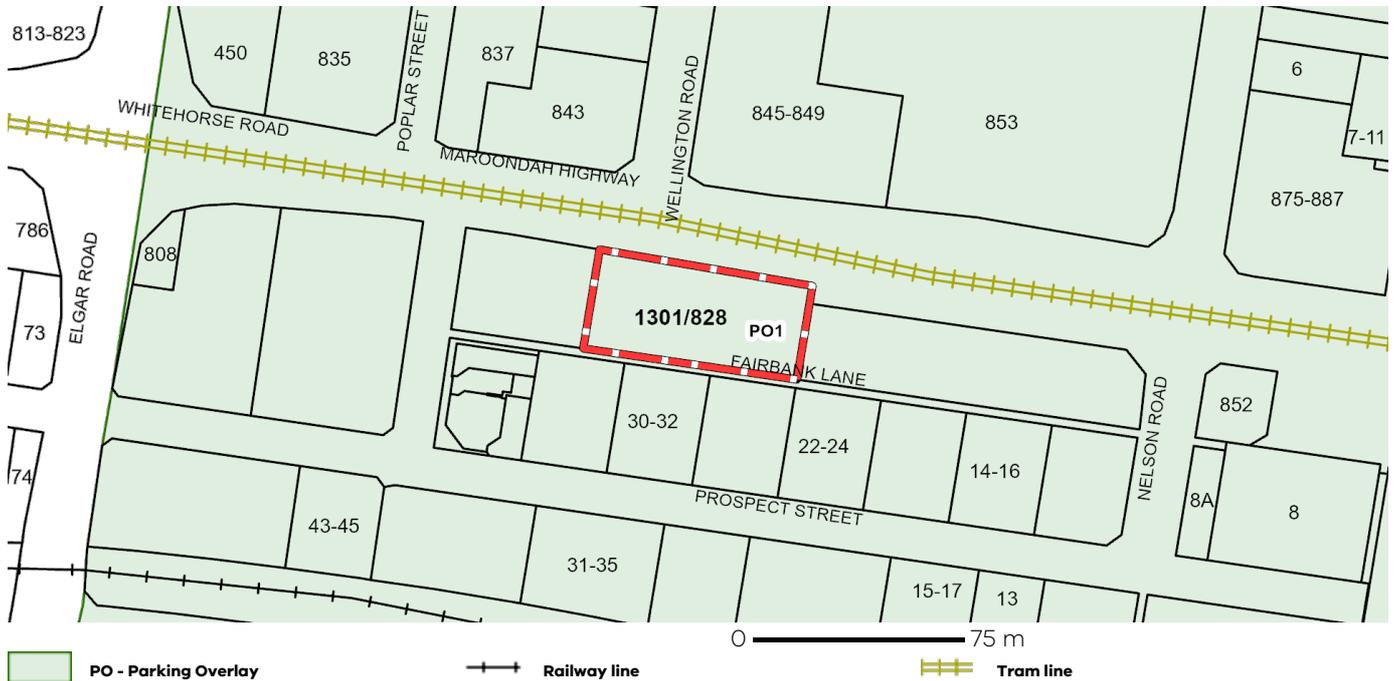
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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

OTHER OVERLAYS

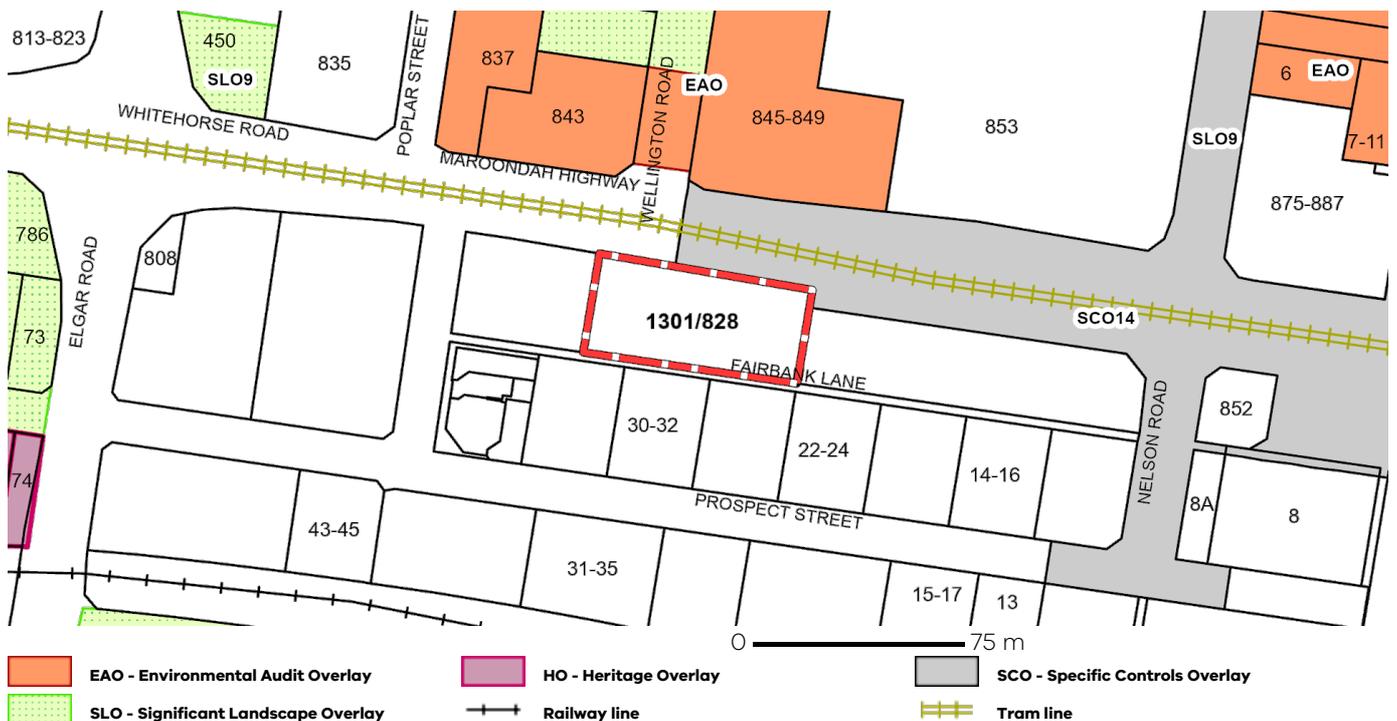
Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



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 27 September 2023.

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

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

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

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

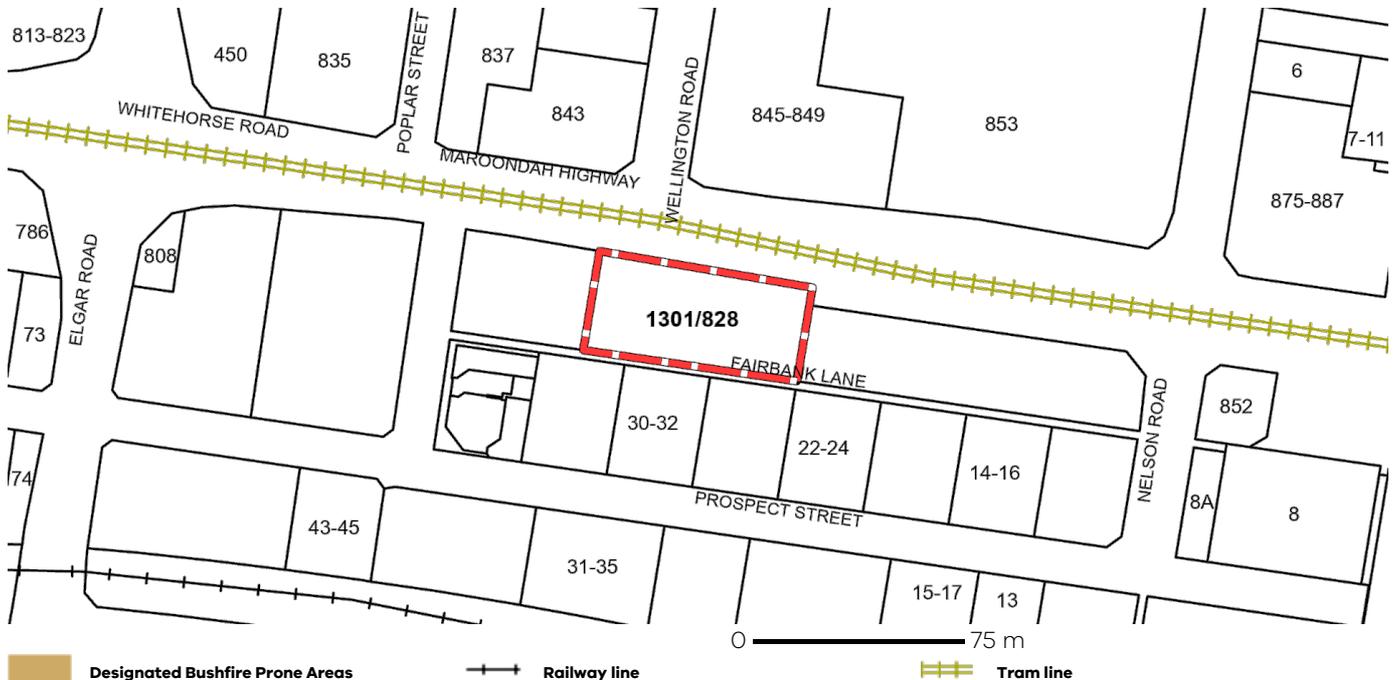
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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