MAKDESI & ASSOCIATES

Lawyers & Consultants

CONTRACT OF SALE OF REAL ESTATE AND VENDOR STATEMENT SECTION 32

PROPERTY: 213/8 Webb Road, Airport West VIC 3042

705 Sydney Road, Brunswick VIC 3056

Ph: 0450 706 100

mary@makdesilawyers.com.au

Reference: MM:CG 07-2023/20682

Contract of Sale of Land

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

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

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 ...../…..……/2023

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 ...../…..……/2023

Print names(s) of person(s) signing: **Kurt Robert Daniells**

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

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

Table of Contents

Particulars of Sale 5

Special Conditions 8

Special Conditions ..... **Error! Bookmark not defined.**

1. ELECTRONIC SIGNATURE 10

2. LIABILITY OF SIGNATORY 10

3. GUARANTEE 10

4. NOMINEE 10

5. ENCUMBRANCES 10

6. VENDOR WARRANTIES 10

7. IDENTITY OF THE LAND 11

8. SERVICES 11

9. CONSENTS 11

10. TRANSFER & DUTY 11

11. RELEASE OF SECURITY INTEREST 11

12. BUILDING WARRANTY INSURANCE 12

13. GENERAL LAW LAND 12

14. DEPOSIT 13

15. DEPOSIT BOND 13

16. BANK GUARANTEE 14

17. SETTLEMENT 14

18. ELECTRONIC SETTLEMENT 14

19. GST 15

20. LOAN 15

21. BUILDING REPORT 16

22. PEST REPORT 16

23. ADJUSTMENTS 16

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING 16

25. GST WITHHOLDING 17

26. TIME & CO OPERATION 18

27. SERVICE 18

28. NOTICES 19

29. INSPECTION 19

30. TERMS CONTRACT 19

31. LOSS OR DAMAGE BEFORE SETTLEMENT 19

32. BREACH 19

33. INTEREST 20

34. DEFAULT NOTICE 20

35. DEFAULT NOT REMEDIED 20

SCHEDULE 5.....23

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND.23

THE INFORMATION IN THIS DOCUMENT IS ONLY INTENDED AS A BRIEF SUMMARY OF THE LAW THAT APPLIES TO PUBLIC AUCTIONS OF LAND IN VICTORIA.....24

MOST OF THE LAWS REFERRED TO IN THIS DOCUMENT CAN BE FOUND IN THE SALE OF LAND ACT 1962 OR THE SALE OF LAND REGULATIONS 2005. COPIES OF THOSE LAWS CAN BE FOUND AT THE FOLLOWING WEB SITE: WWW.DMS.DPC.VIC.GOV.AU UNDER THE TITLE "LAWTODAY". 24

The Auctioneer will say.....25

The Auctioneer will say.....26

Particulars of Sale

Vendor's estate agent

Name: Jason Real Estate

Address: 201B Melrose Drive, Tullamarine VIC 3043

Email: jason@jasonrealestate.com.au

Tel: 9338 6411 Mob: 0419 332 536 Fax: Ref: Jason Sassine

Vendor

Name: Kurt Robert Daniells

Address: C/- Makdesi & Associates Lawyers

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Makdesi & Associates Lawyers

Address: 705 Sydney Road, Brunswick VIC 3056

Email: clara@makdesilawyers.com.au

Tel: 0450 706 100 Mob: Fax: Ref: MM:CG 07-2023/20682

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	12342	Folio	567	213	PS 726644F

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: Apartment 213, 8 Webb Road, Airport West VIC 3042

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

All fixtures and fittings of a permanent nature and as inspected.

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.*

Special Condition 1 - Auction

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule I to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.

Special Condition 2 - Condition of Property

(a) The property and any goods are sold in their present condition and subject to any defects and subject to any notices or orders affecting the property as disclosed in the Vendors Statement or otherwise.

(b) No failure of any buildings or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

Special Condition 3 - Admissions

(a) The Purchaser has inspected and accepts the property, improvements and the contents thereof in their present state and conditions.

(b) The purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser had received a statement signed by the Vendor which complied with Section 32 of the Sale of Land Act 1962.

(b) The Vendor makes no warranty or representation:

(i) That the land is identical with the land described in the Particulars of Sale; or

(ii) That the property and improvements comply with all laws applicable to land and the requirements of any authority;

or

(iii) That the improvements are erected within the boundaries of the land; or

(iv) That the improvements owned by other persons do not encroach onto the land; or

(v) As to the condition of the property.

Special Condition 4 - The Purchaser may not call upon the Vendor to:

(a) Amend title; or

(b) Rectify any failure to comply with a law applicable to land or a requirement of any authority; or

(c) Relocate any improvements not erected within the boundaries of the land; or

(d) Remove or relocate any improvements owned by other persons which encroach onto the land; or

(e) Do any work to the property; or

(f) Bear the cost of doing so.

Special Condition 5 – Purchaser in Default

(a) Should the Purchaser default in payment of any money due under this Contract, then interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party. The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the vendor under the Contract or otherwise. General Condition 33 shall not apply to this Contract

(b) General Condition 32 is amended by adding the following new paragraph at the end of that Condition:-

"The Purchaser acknowledges that the following items constitute a reasonably foreseeable loss':

i. All costs associated with bridging finance to complete the vendor's purchase of another property;

ii. Expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;

iii. Accommodation expenses incurred by the vendor;

iv. 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 $500.00 plus GST;

v. Any commission or other expenses claimed by the Vendor's Agents or other representatives relating to sale of the Property; and

vi. Penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another property.

~~**Special Condition 6 – Existing Tenancy**~~

~~The Purchaser acknowledges that he has purchased the property subject to the existing tenancy and agrees that prior to executing the Contract the Purchaser has carried out his own enquiries as to currency and validity of the said tenancy and shall make no claim or requisition again the Vendor in respect of the said tenancy.~~

~~The Purchaser agrees that the Vendor may, at its own cost in all things, take action against the tenant in the name of the Purchaser for recovery of any arrears of rental or in respect of any breach by the tenant and the Purchaser agrees to do all things and sign all documents necessary to give effect to this Special Condition.~~

Special Condition 7 - Chattels

Purchaser shall accept the chattels in their current state.

Special Condition 8 – Planning Scheme

The purchaser buys subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, and any other Town planning Acts or Schemes which affects the property.

Special Condition 9 – Vendor's Agent

The Purchaser acknowledges that the Vendor's agent has acted as agent of the Vendor and that no information, representation or warranty of the Vendor or the Vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that no information, representation or warranty has in fact been so relied upon and that this Contract is the sole and full repository of the agreement between the Vendor and the Vendor's Agent on the one hand and the Purchaser on the other hand.

Special Condition 10 - Whole Agreement

The Vendor and the Purchaser agree that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the Property. In particular, it is agreed as follows:

(a) No other conditions, stipulations, agreements or provisions whether in respect of the Property or otherwise are to be implied into this Contract or arise between the parties by way of a collateral or other agreement.

(b) All previous negotiations, representations, warranties, arrangements and statements (if any) whether express or implied with reference to the subject matter of this Contract or the intentions of either of the parties are hereby excluded negatived and cancelled.

(c) No employee, agent, consultant or professional adviser of the Vendor has or had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the Vendor which is not stated in this Contract.

(d) To the extent that any term or condition implied by law may be excluded such term or condition is hereby excluded and does not form part of this Contract

This Special Conditions does not merge upon completion of this Contract but continues in full force and effect.

Special Condition 11 - Environmental Condition Of Land

(a) The Purchaser buys the Land:

(i) in its condition on the date of this Contract; and

(ii) subject to any liability to carry out works or incur expenditure of any kind arising out of or in connection with the condition of the Land as at the date of settlement,

except to the extent agreed to the contrary in this Contract.

(c) The Vendor does not represent or warrant that the Land in its condition as at the date of this Contract is suitable for any particular beneficial use, including any current use of the Land by the Vendor and any intended future use of the Land by the Purchaser or its successors in title, or that the Land is free from contamination by pollutants, waste or any other substance.

(d) The Purchaser has carried out its own investigations and inquiries into the condition of the Land and relies solely on the results of those inquiries and investigations and on its own judgement in deciding to buy the Land.

(e) The Purchaser must not make any requisition, object to the Vendor's title, or claim compensation or contribution from the Vendor, or seek to defer delay or refuse settlement of this Contract, arising out of or in connection with any matter referred to in this Special Condition.

(f) Nothing in this Special Condition limits the Vendor's liability to comply with any existing notice, order, demand or levy imposing liability and without limiting anything in Part II of the Sale of Land Act 1962,

Special Condition 12 – Purchase by Company

If the Purchaser is a proprietary company the Purchaser shall arrange for its Directors immediately to sign the Guarantee attached to this Contract.

Special Condition 13 – Deletion of General Conditions

General Conditions 31.4, 31.5 and 31.6 are hereby deleted from this Contract.

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 purchase'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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the 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 be described by a serial number in the Personal Property Securities Register; or

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

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 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. BUILDING 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 is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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 lodgment 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 lodgment can no longer be conducted electronically. Special 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 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 lodgment 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 lodgment 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 lodgment 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 special 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 vendors subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

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

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's 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 authorised 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 that 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.

GST NOTICE IN ACCORDANCE WITH GENERAL CONDITION 25

1. GST withholding - Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

☐ Withholding payment is required to be made	
☒ No withholding payment for residential premises because	☐ No withholding payment for potential residential land because
☒ the premises are not new	☐ the land includes a building used for commercial purposes
☐ the premises were created by substantial renovation	☐ the purchaser is registered for GST and acquires the property for a creditable purpose
☐ the premises are commercial residential premises	

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

(a) Vendor's notice

(i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise

(ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(b) Amount to be withheld by the purchaser

(i) Where the margin scheme applies 7% of the purchase price; Otherwise

(ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

(c) Purchaser to notify Australian Taxation Office

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

(d) Purchaser to remit withheld amount

(i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise

(ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(e) Vendor to indemnify purchaser

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

SCHEDULE 1
Regulations 4, 5

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

* No bids may be made on behalf of the vendor of the land.

OR

* The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[#One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

SALE OF LAND REGULATIONS

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or

- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.

- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

THE INFORMATION IN THIS DOCUMENT IS ONLY INTENDED AS A BRIEF SUMMARY OF THE LAW THAT APPLIES TO PUBLIC AUCTIONS OF LAND IN VICTORIA.

MOST OF THE LAWS REFERRED TO IN THIS DOCUMENT CAN BE FOUND IN THE SALE OF LAND ACT 1962 OR THE SALE OF LAND REGULATIONS 2005. COPIES OF THOSE LAWS CAN BE FOUND AT THE FOLLOWING WEB SITE: WWW.DMS.DPC.VIC.GOV.AU UNDER THE TITLE "LAWTODAY".

SCHEDULE 1 AUCTION

(VENDOR BIDDING, NO CO-OWNER BIDDING)

The Auctioneer will say

The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.

The vendors have a reserve price.

As the auctioneer, I will indicate bidders on request.

The law prohibits false bids, and prohibits major disruptions by bidders, and prohibits bidders attempting to prevent others from bidding and provides fines for this conduct.

The rules permit vendor bids.

The words I will use during the auction to indicate I am making a bid on behalf of the vendor are "VENDOR BID"

By law only I as the auctioneer can make a vendor bid.

SCHEDULE 1 AUCTION ALTERNATIVE

(NO VENDOR BIDDING, NO CO-OWNER BIDDING)

The Auctioneer will say

The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.

The vendors have a reserve price.

As the auctioneer, I will indicate bidders on request.

The law prohibits false bids, and prohibits major disruptions by bidders, and prohibits bidders attempting to prevent others from bidding and provides fines for this conduct.

The rules for the conduct of the auction do not permit the making of a bid on behalf of the vendor.

REIV

Auctioneer Announcements

SALE OF LAND REGULATIONS 2005

GUARANTEE

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, of

and of

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY 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 or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, reside or 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(s). This Guarantee is 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(s) 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 us, our executors or administrators.

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

SIGNED SEALED AND DELIVERED by the said)
)
) ……...……

in the presence of:

……witness

SIGNED SEALED AND DELIVERED by the said)
)
in the presence of) ……...……..

……witness

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	APARTMENT 213, 8 WEBB ROAD, AIRPORT WEST VIC 3042

Vendor's name	Kurt Robert Daniells	Date / /
Vendor's signature _____		

Purchaser's name		Date / /
Purchaser's signature _____		
Purchaser's name		Date / /
Purchaser's signature _____		

1. FINANCIAL MATTERS

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

(a) ☒ 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

Not Applicable

1.3 **Terms 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

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):

Not Applicable

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

Not Applicable

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 within the meaning of 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):

Please see attached

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.

Please see attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

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**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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 1000m^2; (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.)

Is attached

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)

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12342 FOLIO 567

Security no : 124107801897D
Produced 21/07/2023 05:03 PM

LAND DESCRIPTION

Lot 213 on Plan of Subdivision 726644F.
PARENT TITLE Volume 11638 Folio 530
Created by instrument PS726644F 18/11/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KURT ROBERT DANIELLS of UNIT 213 8 WEBB ROAD AIRPORT WEST VIC 3042
AV087051P 02/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV087052M 02/12/2021
WESTPAC BANKING CORPORATION

COVENANT as to part 1419594

COVENANT as to part 1548136

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AU845357X 24/09/2021

DIAGRAM LOCATION

SEE PS726644F 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 213 8 WEBB ROAD AIRPORT WEST VIC 3042

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 02/12/2021

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS726644F
OWNERS CORPORATION 2 PLAN NO. PS726644F

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**1419594**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**07/08/2023 09:59**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 07/09/2023 09:59 Page 1 of 4
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

3043020

1419594

- Raynes Dickson Kiddle -

VICTORIA

TRANSFER OF [illegible] LAND.

VICTORY ESTATES PROPRIETARY LIMITED of 314 Collins Street - Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the - encumbrances notified hereunder IN CONSIDERATION of the sum of FOUR HUNDRED AND TWENTY POUNDS paid to it by Her Excellency - HELENA COUNTESS OF STRADBROKE of Henham Hall Wangford Suffolk England Married Woman - - - - - - - - - - DO HEREBY TRANSFER to the said Helena Countess of Stradbroke - ALL its estate and interest in ALL THOSE pieces of land being - Lots 791, 792, 793, 810, 811 and 812 on Plan of Subdivision Number 12958 - - - - - lodged in the Office of Titles and being part - of Crown Portion C Section Twenty Two at Keilor Parish of Doutta Galla County of Bourke and the said Helena Countess of Stradbroke DOTH HEREBY for herself her heirs executors administrators and - Transferees covenant with the said Victory Estates Proprietary - Limited and its transferees registered proprietor or proprietors for the time being of the land now comprised in Certificates of Title Volume 5118 Folio 1103492 and Volume 5118 Folio 1103493 -

(excepting the land hereby transferred) that she or they will - not excavate carry away or remove or permit to be excavated - carried away or removed from the said land hereby transferred - any earth clay stone gravel or sand except for the purpose of - excavating for the foundation of any building to be erected on - the said land or any part thereof or use or permit or allow the said land to be used for the manufacture of bricks tiles or - - pottery ware AND IT IS HEREBY REQUESTED that this Covenant shall run with the said land and shall be noted as an encumbrance on every Certificate of Title to issue therefor.

DATED the 10th day of June One thousand nine hundred and twenty-nine.

IMAGED

Delivered by LANDATA®, timestamp 07/06/2023 09:03 Page 2 of 4

THE COMMON SEAL of VICTORY ESTATES PROPRIETARY LIMITED was hereto affixed with the sanction of the Directors thereof in the presence of

VICTORY ESTATES PROPRIETARY LIMITED SEAL OF

Geo. W. Powell Solicitor

Directors.

SIGNED by the said HELENA COUNTESS OF STRADBROKE by RAYNES WAITE STANLEY DICKSON her Attorney - under Power of Attorney Number 53920 - - - - in the presence of

Helena Countess of Stradbroke
by her attorney
Raynes W. Stanley Dickson

Raynes W. Dickson
Clerk to
Raynes Dickson & Middle
Solicitors Melbourne

ENCUMBRANCES.

Special Railway Condition contained in Crown Grant to John Pascoe Fawkner.

~~As to Lots Number 810, 811, 812.~~

~~Any easements implied under Lot Number 3168.~~

John 19/7/29
A1 19/7/29

Delivered by LANDATA®, timestamp 07/08/2023 09:59 Page 3 of 4

Dated _____ 1929

Victory Agencies Pty. Ltd.

to

Helena Countess of Stradbroke

Transfer of Land

Geo. W. Vowell & Co.,
469 Little Collins St.,
Melbourne.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
TRANSFER AS TO PART	THE 1st DAY OF July 1929	TO Helena Countess of Stradbroke	1419594

S. B. Morrell

ASSISTANT REGISTRAR OF TITLES.

I HEREBY CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME AND DATE ABOVE MENTIONED IN THE REGISTER BOOK VOL. 5518. FOL. 1103492

S. B. Morrell

ASSISTANT REGISTRAR OF TITLES.

Delivered by LANDATA®, timestamp 07/08/2023 05:39 Page 4 of 4

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**1548136**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**07/08/2023 09:59**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 07/06/2023 09:58 Page 1 of 4
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

3356870

1548136

Freehold

PRICE & CHAMBERLIN Sprot
Letts & G.H. Powell & Leo

C. paid Victoria

TRANSFER OF LAND

TWO POUNDS VICTORIA STAMP DUTY

STAMP DUTY 12 MAY 1934 VICTORIA

O. O. T. 12 MAY 1934

VICTORY ESTATES PROPRIETARY LIMITED of 314 Collins Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of One hundred and forty three pounds paid to it by MARY COLLINS late of Glenferrie Road Malvern near Melbourne Housekeeper deceased in part payment for the purchase by her from it of the said land and in further consideration of the sum of Ten pounds paid to it by ANNIE ~~LOUGHADE~~ Laughade WISHART of "Shawmut" 1 Hawsleigh Avenue East St.Kilda Cashier the Executrix of the Will of the said Mary Collins deceased in completion of the said purchase and in further consideration that John Collins of Tumut in the State of New South Wales Hairdresser is entitled to the said land as devisee thereof under the said Will and has paid to the said Annie ~~Loughade~~ Laughade Wishart as such executrix as aforesaid the said sum of Ten pounds which was the amount owing on the said land by the said Mary Collins to the said Victory Estates Proprietary Limited at the date of the death of the said Mary Collins DOTH HEREBY at the request and by the direction of the said Annie ~~Loughade~~ Laughade Wishart testified by her being a party to and signing this Instrument TRANSFER to the said JOHN COLLINS All its estate and interest in All that piece of land being Lots 808 and 809 on Plan of Subdivision No.12958 lodged in the Office of Titles and being part of Crown Portion C Section Twenty two Parish of Doutta Galla County of Bourke and being part of the land comprised in Certificate of ~~Title entered~~ in the Register Book Volume 5518 Folio 1103492 AND the said John Collins doth hereby for himself his executors administrators and transferees covenant with the said Victory Estates Proprietary Limited and its transferees registered proprietor or proprietors for the time being of the land now comprised in Certificate of Title Volume 5118 Folio 1103492 (except the land hereby transferred) that he or they will not excavate carry away or remove or permit to be excavated carried away or

IMAGED

Delivered by LANDATA®, timestamp 07/08/2023 09:59 Page 2 of 4

removed from the said land hereby transferred any earth clay stone gravel or sand except for the purpose of excavating for the foundation of any buildings to be erected on the said land or any part thereof or use or permit or allow the said land to be used for the manufacture of bricks tiles or pottery ware And it is hereby requested that this covenant shall run with the said land and shall be noted as an encumbrance on every Certificate of Title to issue therefor.

DATED the first day of May One thousand nine hundred and thirty four.

THE COMMON SEAL of VICTORY ESTATES PROPRIETARY LIMITED was hereto affixed with the sanction of the Directors thereof in the presence of :

Secretary

Directors

SIGNED by the said ANNIE LOUGHADE (Loughade) WISHART in Victoria in the presence of :

Solicitor Melbourne.

SIGNED by the said JOHN COLLINS in New South Wales in the presence of :

ENCUMBRANCES REFERRED TO

Delivered by LANDATA®, timestamp 07/09/2023 09:09 Page 3 of 4

Dated the 1st day of May 1934

VICTORY ESTATES PTY. LTD.

by direction of

MISS A.L. WISHART

- to -

J. COLLINS ESQ.

TRANSFER

FRIOS & CHAMBERLIN,
Solicitors,
443 Chancery Lane,
Melbourne

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
TRANSFER AS TO PART	THE 1st DAY OF May 1934	TO John Collins	5748136

A.F. Eagose

ASSISTANT REGISTRAR OF TITLES.

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. 5518 FOL. 1103492

A.F. Eagose

ASSISTANT REGISTRAR OF TITLES.

Delivered by LANDATA®, timestamp 07/08/2023 09:59 Page 4 of 4

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 24/08/2023 03:12:13 PM

Status	Registered	Dealing Number	AU845357X
Date and Time Lodged	24/09/2021 05:13:37 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8546005

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

Privacy Collection Statement
The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest
FEE SIMPLE

Land Title Reference
11638/530

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MOONEE VALLEY CITY COUNCIL
Address	
Street Number	9
Street Name	KELLAWAY
Street Type	AVENUE
Locality	MOONEE PONDS
State	VIC
Postcode	3039

Additional Details

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MOONEE VALLEY CITY COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 SEPTEMBER 2021

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Reference :MYM:S173LC: 8546005
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**AU845357X**
Number of Pages (excluding this cover sheet)	**20**
Document Assembled	

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 1 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

AU845357X

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 2-10 Webb Road, Airport West

Moonee Valley City Council
and

Dila Pty Ltd
ACN **146 706 658**

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 2 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Contents

1. Definitions 2
2. Interpretation 3
3. Purposes of Agreement 3
4. Reasons for Agreement 4
5. Agreement required 4
6. Owner's specific obligation 4
7. Owner's further obligations 4
   - 7.1 Notice and registration 4
   - 7.2 Further actions 4
   - 7.3 Fees 4
   - 7.4 Council's costs to be paid 5
   - 7.5 Time for giving consent 5
   - 7.6 Interest for overdue money 5
8. Agreement under s 173 of the Act 5
9. Owner's warranties 5
10. Successors in title 5
11. General matters 6
    - 11.1 Notices 6
    - 11.2 Counterparts 6
    - 11.3 No waiver 6
    - 11.4 Severability 6
    - 11.5 No fettering of Council's powers 6
    - 11.6 Inspection of documents 6
    - 11.7 Governing law 6
12. Commencement of Agreement 6
13. Limitation of Liability 7

Schedule 16

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 3 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated

Parties

Name	**Moonee Valley City Council**
Address	9 Kellaway Avenue Moonee Ponds, Victoria
Short name	**Council**

Name	**Dila Pty Ltd ACN 146 706 658**
Address	270 Bay Street Brighton Victoria 3186
Short name	Owner

Background

A Council is the responsible authority for the Planning Scheme

B The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 3 of the Planning Permit and condition 15(e) of the Development Permit.

D. As at the date of this Agreement the Subject Land is encumbered by a mortgage and caveat in favour of the Mortgagee and Caveator The Mortgagee and Caveator consent to the Owner entering into this Agreement.

AU545357X

Maddocks offices
Canberra Sydney
Affiliates of Maddocks throughout the world through the
Advoc network - www.advoc.com

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 4 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Caveator means the person registered as caveator of the Subject Land

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia as determined by Council from time to time

Current Address means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(c) for Council, council@mvcc.vic.gov.au, or any other email address listed on Council's website and

(d) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement

Development Permit means planning permit no. MV/61/2013/B, as amended from time to time, issued on 2 September 2013, authorising the development of the Subject Land in accordance with plans endorsed by Council

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations

Party or **Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 5 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Planning Permit means planning permit no MV/443/2020, as amended from time to time, issued on 25 August 2020, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council

Planning Scheme means the Moonee Valley Planning Scheme and any other planning scheme that applies to the Subject Land

Schedule means a schedule to this Agreement

Statement of Environmental Audit means Statement of Environmental Audit dated 17 September 2013 issued by Sally Bonham of Prensa Pty Ltd, attached as the Schedule to this Agreement, and which forms part of the environmental audit report prepared in relation to the Subject Land under Section 53Z of the *Environment Protection Act 1970*

Subject Land means the land situated at 2-10 Webb Road, Airport West being the land referred to in certificate of title volume 11638 folio 530 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa,

2.2 a reference to a gender includes all genders

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act,

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement,

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

3.1 give effect to the Planning Permit and the Development Permit, and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 6 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement, and

4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligation

The Owner covenants and agrees that, at all times, the Owner will carry out the directions, conditions, requirements and recommendations contained in the Statement of Environmental Audit, to the satisfaction of Council

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act, and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment

AU845557X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 7 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement, and

7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3 the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

A845517X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 8 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

11. General matters

11.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served

11.1.1 personally on the other Party,

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative

11.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 9 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

13. Limitation of Liability

Notwithstanding any other provision of this document, the Mortgagee enters into this Agreement only in its capacity as trustee of, or custodian for a trust or a managed investment scheme. The parties may not sue the Mortgagee in any other capacity. The liability of the Mortgagee is limited to and can be enforced against the Mortgagee only to the extent to which it can be satisfied out of the assets of the relevant trust or managed investment scheme which are available to the Mortgagee to enable it to satisfy that liability.

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 10 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED by and on behalf, and with the authority, of the **Moonee Valley City Council** by the Manager of Planning and Building, in the exercise of a power conferred by an Instrument of Delegation dated 9 February 2021)

DocuSigned by:

35498339A3D540A...

Manager Building and Planning

DocuSigned by:

4C56781446014AF...

Witness

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 11 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Executed as a deed by Dila Pty Ltd ACN 146 706 658 in accordance with s 127(1) and s 127(3) of the *Corporations Act 2001*:

)
)

.....

Signature of Sole Director and Sole Company Secretary

GARY PASCU

Print full name

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 12 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Maddocks

Mortgagee's Consent

Perpetual Corporate Trust Ltd in its capacity as trustee of, or custodian for, a trust or managed investment scheme and as Mortgagee under instrument of mortgage no. **AS576050R** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement

.....

Signed in my presence for and on behalf of Perpetual Corporate Trust Limited (ACN 000 341 533) under the Power of Attorney dated 16/7/18, a certified copy of which is filed in Permanent Order No Bk777 Page 632 Item 1 by its Attorneys

.....Justin Arigho and

.....Kushona Ram.....

who are personally known to me and each of whom declare that they have received no notice of the revocation of their power.

Patsy Woolford — Manager

Signature of Witness — Full Name of Witness: PATSY WOOLFORD — Signature of Attorney — Title of Attorney

Mortgage Operations Officer
Level 18 Angel Place
123 Pitt Street Sydney
NSW 2000 (02) 9229 9000

Patsy Woolford — Administrator

Signature of Witness — Full Name of Witness: PATSY WOOLFORD — Signature of Attorney — Title of Attorney

AU845857X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 13 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Mortgagee's Consent

Perpetual Corporate Trust Ltd in its capacity as trustee of or custodian for, a trust or managed investment scheme and as Mortgagee under instrument of mortgage no. **AR925319N**, consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes the mortgagee- in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed, sealed and delivered by **Perpetual Corporate Trust Limited ACN 000 341 533** as custodian of the Zank Income Fund ARSN 637 888 307 by its attorney under Power of Attorney dated 18 September 2014 a certified copy of which is filed in the Permanent Order Book No 277 at Page 034 Item 3 who states that he/she has received no notice of revocation of the Power of Attorney in the presence of:

Signature of witness	Signature of Attorney
Sanay Sevgi Client Service Officer	John Nearby Head of Custody
Print name	Print name & title
L18, 123 PITT ST SYDNEY	Level 18, 123 Pitt Street, Sydney NSW 2000
Print address	Print address

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 14 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Mortgagee's/Caveator's Consent

Geoffrey Phillip **Maxwell** Luff as Mortgagee under instrument of mortgage no. **AU3056793** and Caveator under caveat **AT038942V** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement

Signed sealed and delivered by Geoffrey Phillip Maxwell Luff in the presence of.

Signature of witness

PHILLIP ROBERT WILLIAMS

Print full name of witness

613 Olive Street, Albury 2640

An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (NSW)

Signature of **Geoffrey Phillip Maxwell Luff**

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 15 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Mortgagee's/Caveator's Consent

Grant Anthony Luff as Mortgagee under instrument of mortgage no **AU3065793** and Caveator under caveat **AT038942V** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed sealed and delivered by **Grant Anthony Luff**)
in the presence of)
)

.....
Signature of **Grant Anthony Luff**

.....
Signature of witness

.....
Print full name of witness

AU845357Z

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 16 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Mortgagee's/Caveator's Consent

Michael Dempsey as Mortgagee under instrument of mortgage no. **AU3055798** and Caveator under caveat **AT038942V** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed sealed and delivered by **Michael Dempsey**)
in the presence of)
)

.....
Signature of **Michael Dempsey**

.....
Signature of witness

MARIE DEMPSEY
.....
Print full name of witness

AU845357T

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 17 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Mortgagee's/Caveator's Consent

Ross Voci as Mortgagee under instrument of mortgage no. **AU305579S** and Caveator under caveat **AT038942V** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed sealed and delivered by **Ross Voci** in the presence of:

)
)
)

.....
Signature of **Ross Voci**

.....
Signature of witness

.....
Print full name of witness

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 18 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Schedule

Statement of Environmental Audit issued by Sally Bonham of Prensa Pty Ltd, dated 17 September 2013

AU845357X

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 19 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

Environment Protection Act 1970

STATEMENT OF ENVIRONMENTAL AUDIT

I, Sally Barham of Prensa Pty Ltd, a person appointed by the Environment Protection Authority ('the Authority') under the Environment Protection Act 1970 ('the Act') as an environmental auditor for the purposes of the Act, having:

1. been requested by DILA Pty Ltd, the site owner, to issue a certificate of environmental audit in relation to the site located at 1-10 Weab Road, Airport West comprising the land defined as Lot 1, Lot 2 and Lot 3 on Plan of Subdivision 703846N, Certificates of Title Volume 11436/Folio 716, Volume 11436/Folio 717 and Volume 11440/Folio 718 ('the site') owned/occupied by DILA Pty Ltd

2. had regard to, among other things,
   i. guidelines issued by the Authority for the purposes of Part IXD of the Act
   ii. the beneficial uses that may be made of the site, and
   iii. relevant state environment protection policies/industrial waste management policies, namely
      SEPP Waters of Victoria,
      SEPP Groundwaters of Victoria
      SEPP Prevention and Management of Contamination of Land
      SEPP Ambient Air Quality
      SEPP Air Quality Management
      IWRG Environment Protection (Industrial Waste Resource) Regulations (2009)

   in making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the site by any industrial processes or activity, waste or substance (including any chemical substance), and

3. completed an environmental audit report in accordance with section 53X of the Act, a copy of which has been sent to the Authority and the relevant planning and responsible authority

HEREBY STATE that I am of the opinion that the site is suitable for the beneficial uses associated with

- Sensitive Use - High Density Residential,
- Commercial, and
- Industrial,

Subject to the following Land Uses attached thereto:

1. *The whole of the Site must remain covered with a physical barrier, such as buildings with concrete floors and/or impervious hardstand surfaces such as concrete paving or bitumen paving.*

2. *Any future proposed landscaped and garden bed areas must have at least 0.5m thickness of aesthetically suitable and chemically clean topsoil below the finished surface, which is demonstrated to be suitable for the site and consistent with IWRG 621 as 'fill'.*

AU843577A

Delivered by LANDATA®, timestamp 24/08/2023 15:12 Page 20 of 20
DocuSign Envelope ID: F8974EB2-4B95-46DD-A779-4A51D78EA06A

The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly, I have not issued a Certificate of Environmental Audit for the site in its current condition, the reasons for which are presented in the environmental audit report. The terms and conditions that need to be complied with before a Certificate of Environmental Audit may be issued are set out as follows:

> *Any remnant soil impacts and aesthetically unsuitable material located on-site would need to be remediated and removed so that all potential beneficial uses of the land are restored*

If a Certificate of Environmental Audit was required for this site, a further environmental audit of the site would be needed

Other related information:

i. Groundwater at the site contains elevated concentrations of chromium (VI), copper, manganese, nickel, selenium, zinc, nitrate, sulphate, chloride and TDS, and detectable concentrations of chlorinated hydrocarbons. The levels are considered to be typical of background and/or regional groundwater quality surrounding the site and are not considered to constitute pollution.

ii. Groundwater should not be used for uses otherwise precluded by groundwater salinity or for any extractive use without the condition of the groundwater being tested by an appropriately qualified environmental consultant prior to be being utilised for extractive use

iii. Existing groundwater monitoring well MW1 should be appropriately decommissioned in accordance with relevant guidelines

v. Asbestos containing materials (ACM) were found on the site and have been removed as far as practicable. Small quantities of ACM (i.e. bonded cement sheet fragments) may remain within the soil and may be uncovered during excavation works. The ACM is not anticipated to represent a health risk to occupiers of the development. If encountered during future development or use of the site, any ACM should be handled and disposed in accordance with the relevant regulations.

v. Scattered pieces of building debris have been reported at the site and minor occurrences may be uncovered during site development.

vi. Any soil material removed from site and disposed off-site must be classified and managed in accordance with relevant statutory regulations and Environmental Protection Authority guidelines.

vii. Not all land uses for which the land is considered suitable by this audit may be allowed under the existing zoning of the City of Moonee Valley Planning Scheme

viii. In accordance with Section 53E of the Environment Protection Act 1970, the owner/occupier of the site must provide a copy of this Statement of Environmental Audit to any person who becomes or proposes to become an occupier of the site

This Statement forms part of Environmental Audit Report (Frensa Pty Ltd, *Environmental Audit Report, 2-70 Webb Road, Airport West*: Reference D0030:12507, dated 17 September 2013). Further details regarding the condition of the site may be found in the environmental audit report.

DATED 17/09/2013

Signed:

Sally Bonham

ENVIRONMENTAL AUDITOR

(Appointed Pursuant to the Environment Protection Act 1970)

AUSTRIX

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS726644F**
Number of Pages (excluding this cover sheet)	**13**
Document Assembled	**07/08/2023 09:59**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION

EDITION 1 | PS 726644F

Location of Land

Parish: DOUTTA GALLA
Township:
Section: 22
Crown Allotment:
Crown Portion: C (PART)

Title References: VOL 11638 FOL 530

Last Plan Reference: LOT 2 ON PS724413M

Postal Address: 8 WEBB ROAD
AIRPORT WEST 3042

MGA2020 Co-ordinates: E 314 170
(Of approx. centre of plan) N 5 823 615 **Zone** 55

Council Name: Moonee Valley City Council

Council Reference Number: 9134/2020
Planning Permit Reference: MP440/2020
SPEAR Reference Number: S102506A

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made

Digitally signed by Jill Colvin for Moonee Valley City Council on 11/10/2021

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Depth Limitation: DOES NOT APPLY

Staging This is not a staged subdivision
Planning Permit No.

Survey: This plan is based on survey

To be completed where applicable

This survey has been connected to permanent marks no(s).

In proclaimed Survey Area no.

Notations

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-

EXTERIOR FACE: BOUNDARIES MARKED 'E'
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, COMMON PROPERTY No 2 AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR & BALUSTRADE WHICH DEFINE BOUNDARIES EXCLUDING BOUNDARIES MARKED 'E'

COMMON PROPERTY No 2 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS & COMMON PROPERTY No 1

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALLS IS CONTAINED IN THAT PARCEL

LOTS ON 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

CP No1= COMMON PROPERTY No 1

—·—·— INDICATES THE LOCATION OF STRUCTURE (NON BOUNDARY)

Easement Information

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP17958	LOTS ON LP17958
E-1	DRAINAGE	1.83	PS724413M	CITY OF MOONEE VALLEY
E-2	RIGHT OF ACCESS BY FOOT TO STORAGE	1m	THIS PLAN	LOT 304

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

REF: 11611 VERSION 8

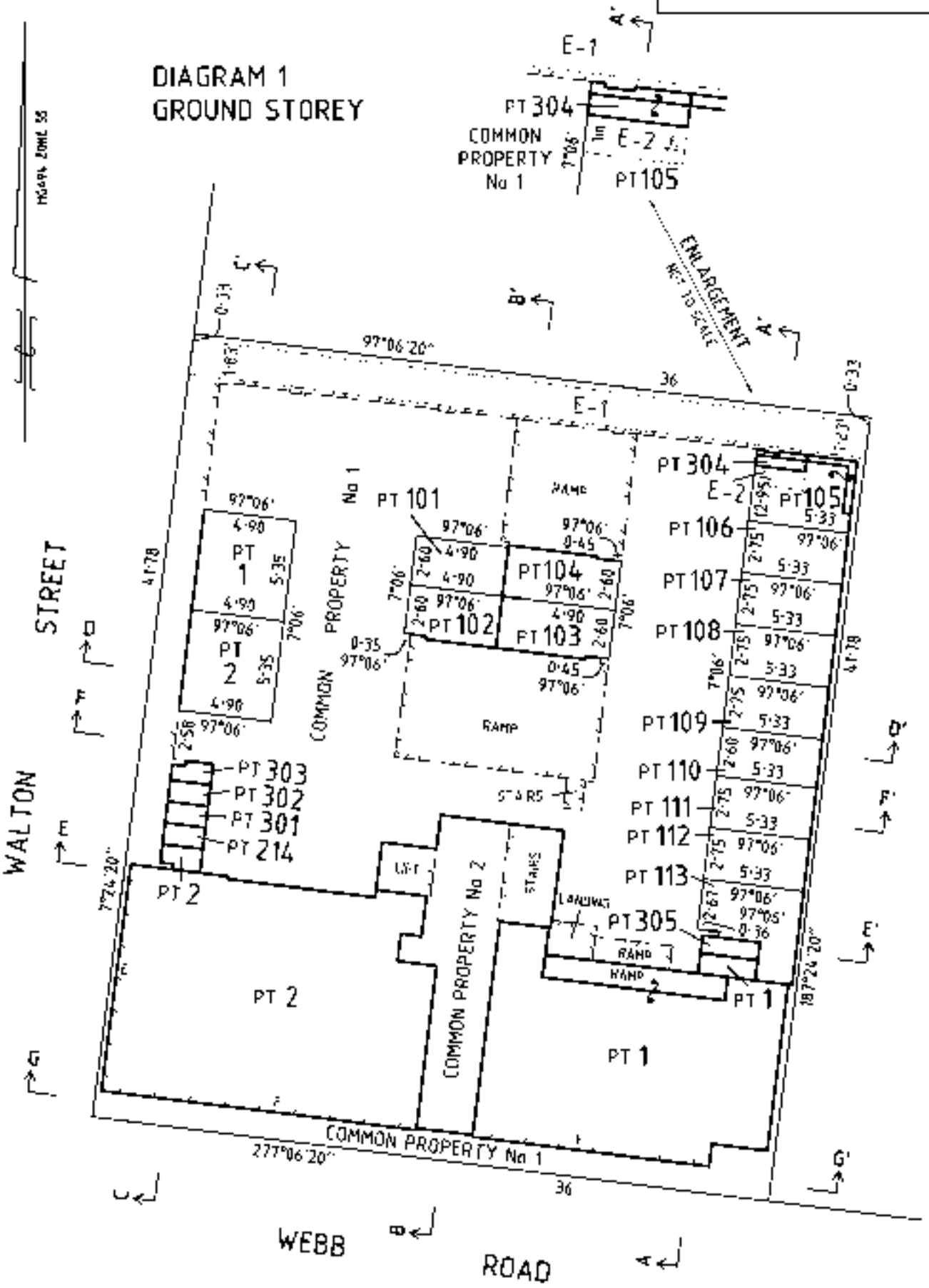
Digitally signed by Trevor John Kelly, Licensed Surveyor, Surveyor's Plan Version (8), 25/10/2021, SPEAR Ref: S102506A

ORIGINAL SHEET SIZE: A3 | SHEET 1 OF 13 SHEETS

PLAN REGISTERED
TIME: 11:11 am DATE: 18/11/2021
LT
Assistant Registrar of Titles

Plan Number
PS 726644F

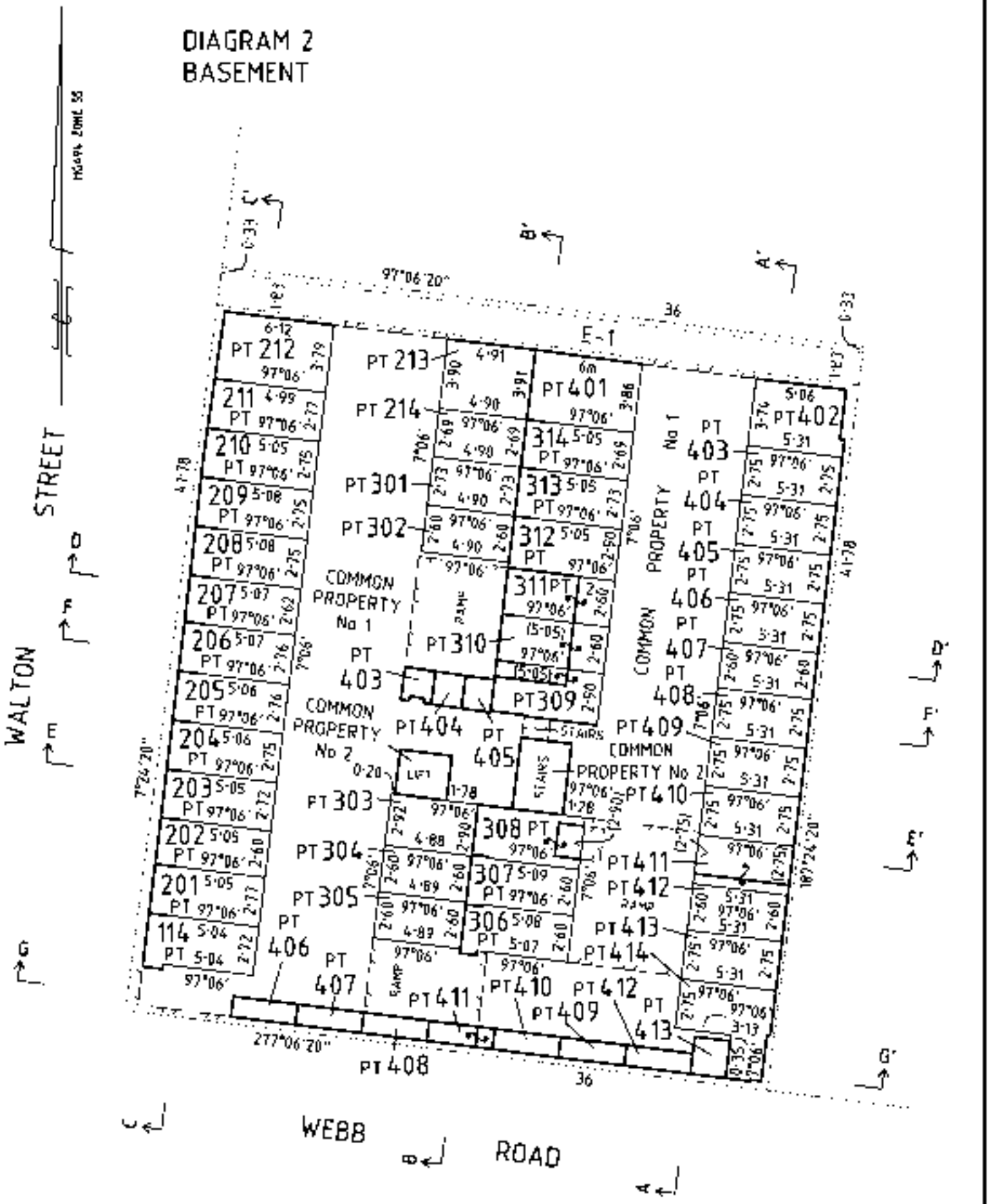
DIAGRAM 1
GROUND STOREY



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	SCALE 1:200	REF 1161C	ORIGINAL SHEET SIZE. A3	SHEET 2
	Digitally signed by Trevor John Kelly, Licensed Surveyor, Surveyor's Plan Version (3) 25/01/2021 SPEAR Ref: S162950A	Digitally signed by Manningham City Council 11/10/2021 SPEAR Ref: S162950A		

Plan Number
PS 726644F

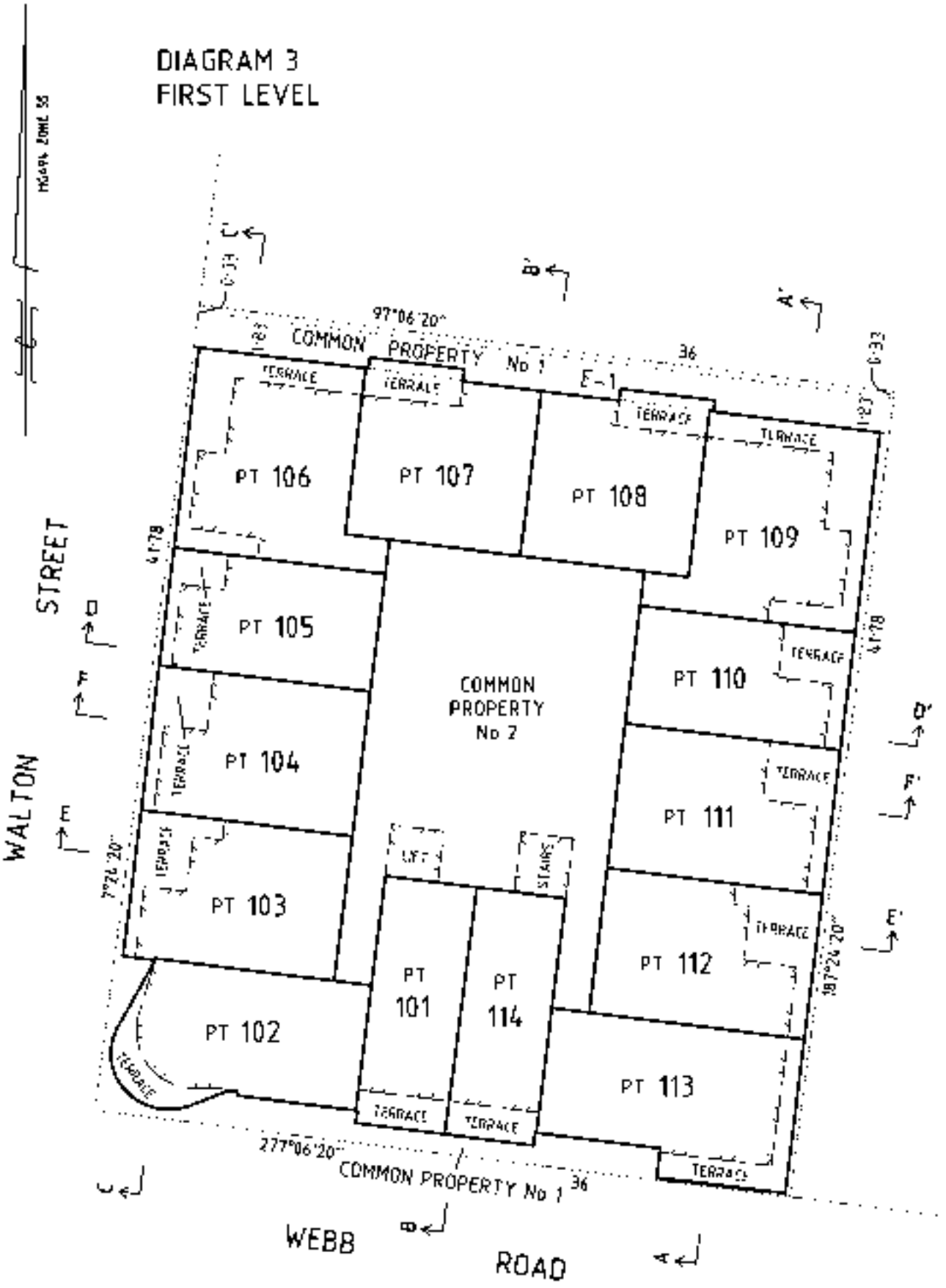
DIAGRAM 2
BASEMENT



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	SCALE 1:200		REF 11610	ORIGINAL SHEET SIZE. A3	SHEET 3
	Digitally signed by Trevor John Kelly, Licensed Surveyor, Surveyor's Plan Version (3), 25/01/2021, SPEAR Ref: S162950A		Digitally signed by Moreland City Council, 11/02/2021, SPEAR Ref: S162950A		

Plan Number
PS 726644F

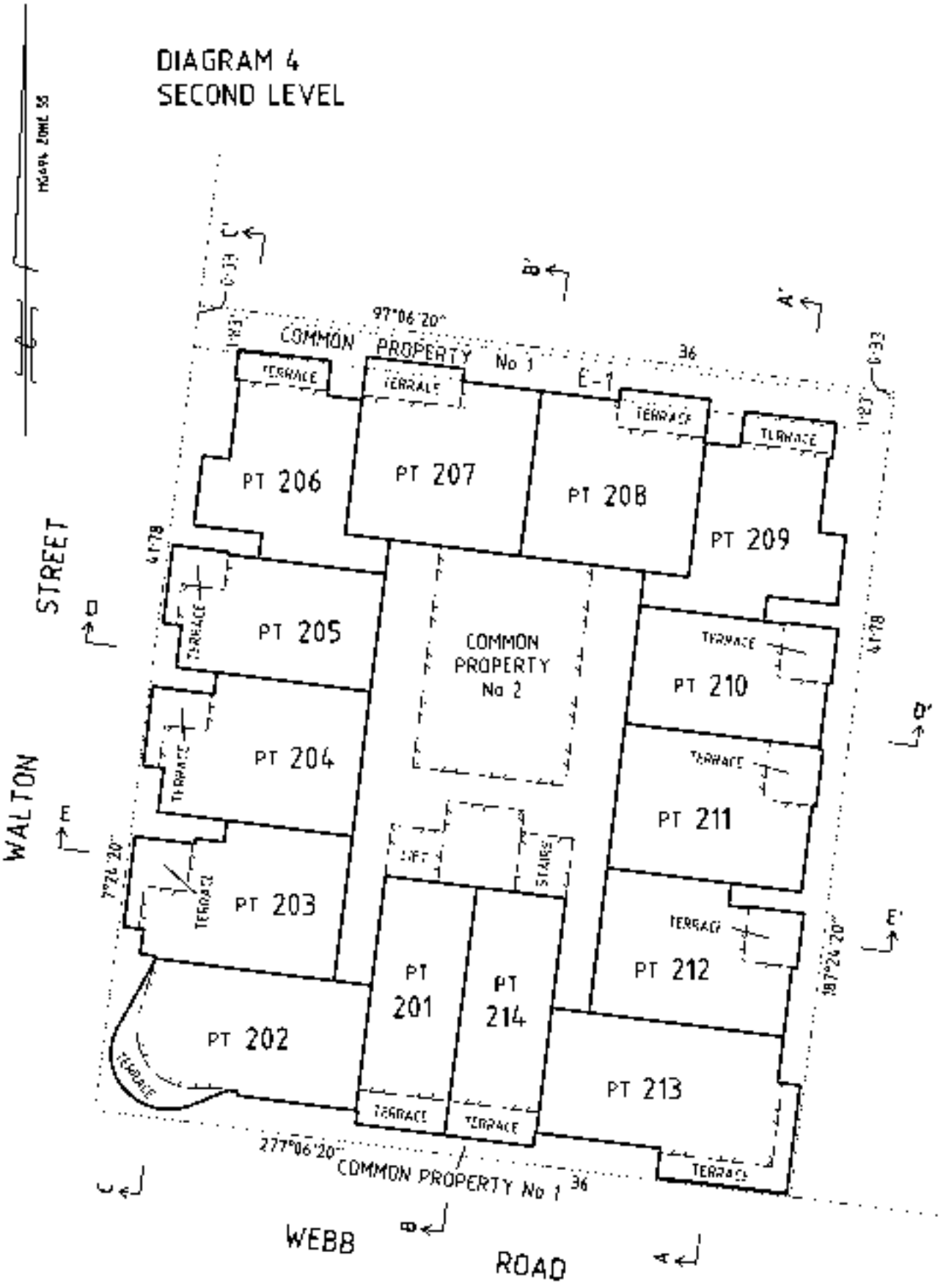
DIAGRAM 3
FIRST LEVEL



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	SCALE 1:200	REF 1161C	ORIGINAL SHEET SIZE. A3	SHEET 4
	Digitally signed by Trevor John Kelly, Licensed Surveyor, Surveyor's Plan Version (3), 25/01/2021, SPEAR Ref: S162950A	Digitally signed by Moreland City Council, 11/10/2021, SPEAR Ref: S162950A		

Plan Number
PS 726644F

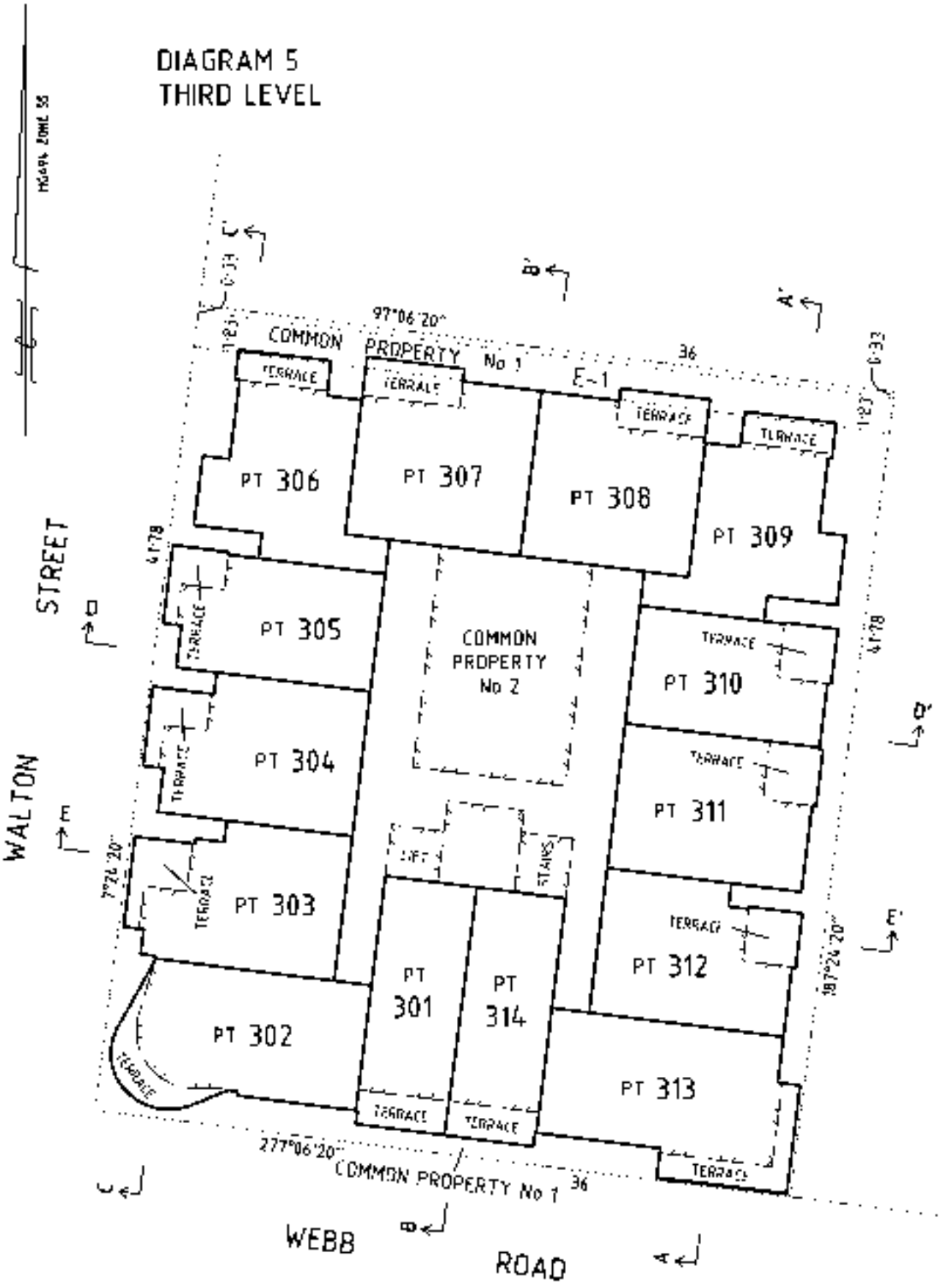
DIAGRAM 4
SECOND LEVEL



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	SCALE 1:200	REF 1161C	ORIGINAL SHEET SIZE. A3	SHEET 5
	Digitally signed by Trevor John Kelly, Licensed Surveyor, Surveyor's Plan Version (3), 25/01/2021, SPEAR Ref: S162950A	Digitally signed by Moreland City Council, 11/02/2021, SPEAR Ref: S162950A		

Plan Number
PS 726644F

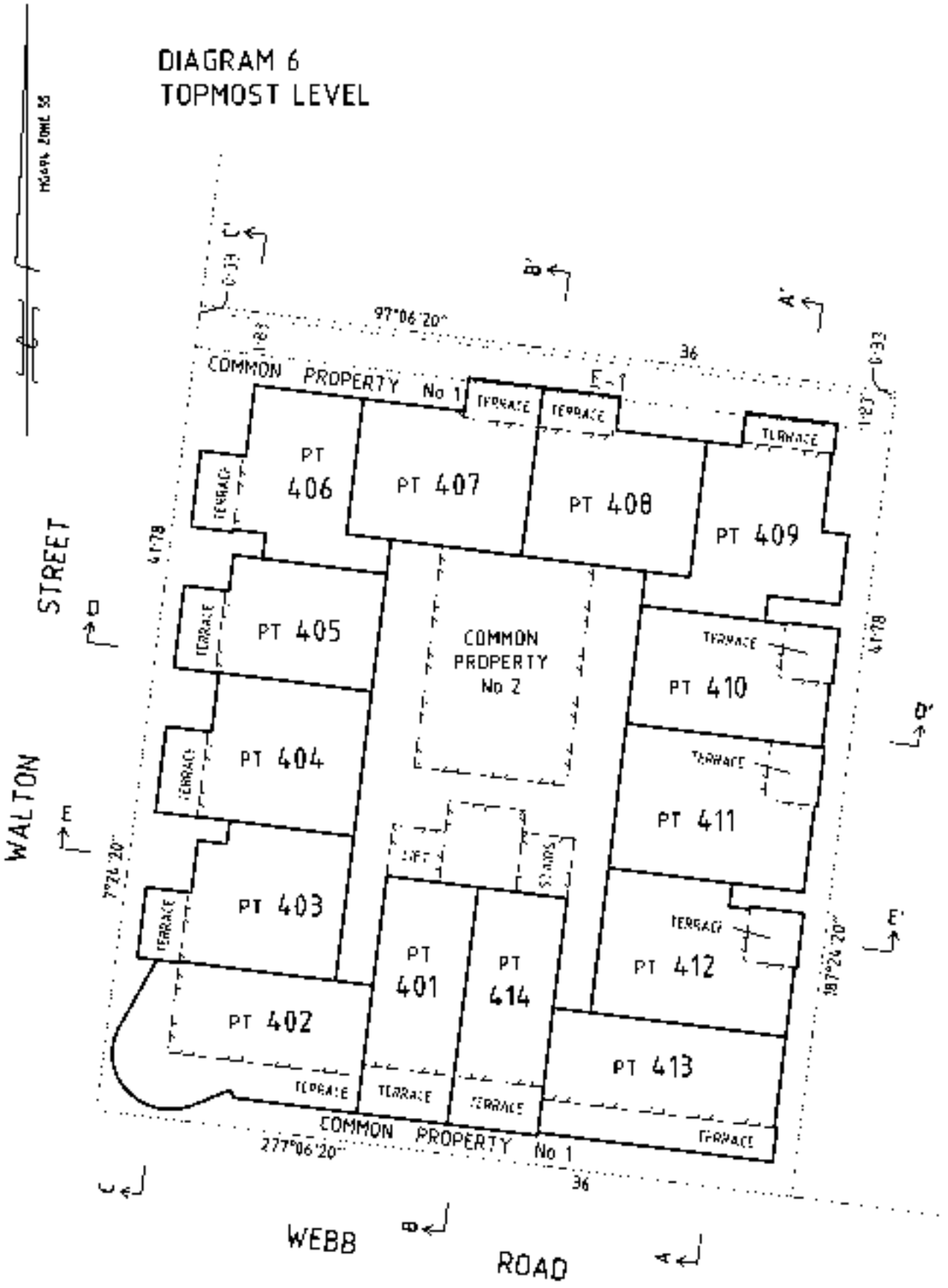
DIAGRAM 5
THIRD LEVEL



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	SCALE 1:200	REF 1161C	ORIGINAL SHEET SIZE. A3	SHEET 6
	Digitally signed by Trevor John Kelly, Licensed Surveyor, Surveyor's Plan Version (3), 25/01/2021, SPEAR Ref: S162950A	Digitally signed by Manningham City Council, 11/10/2021, SPEAR Ref: S162950A		

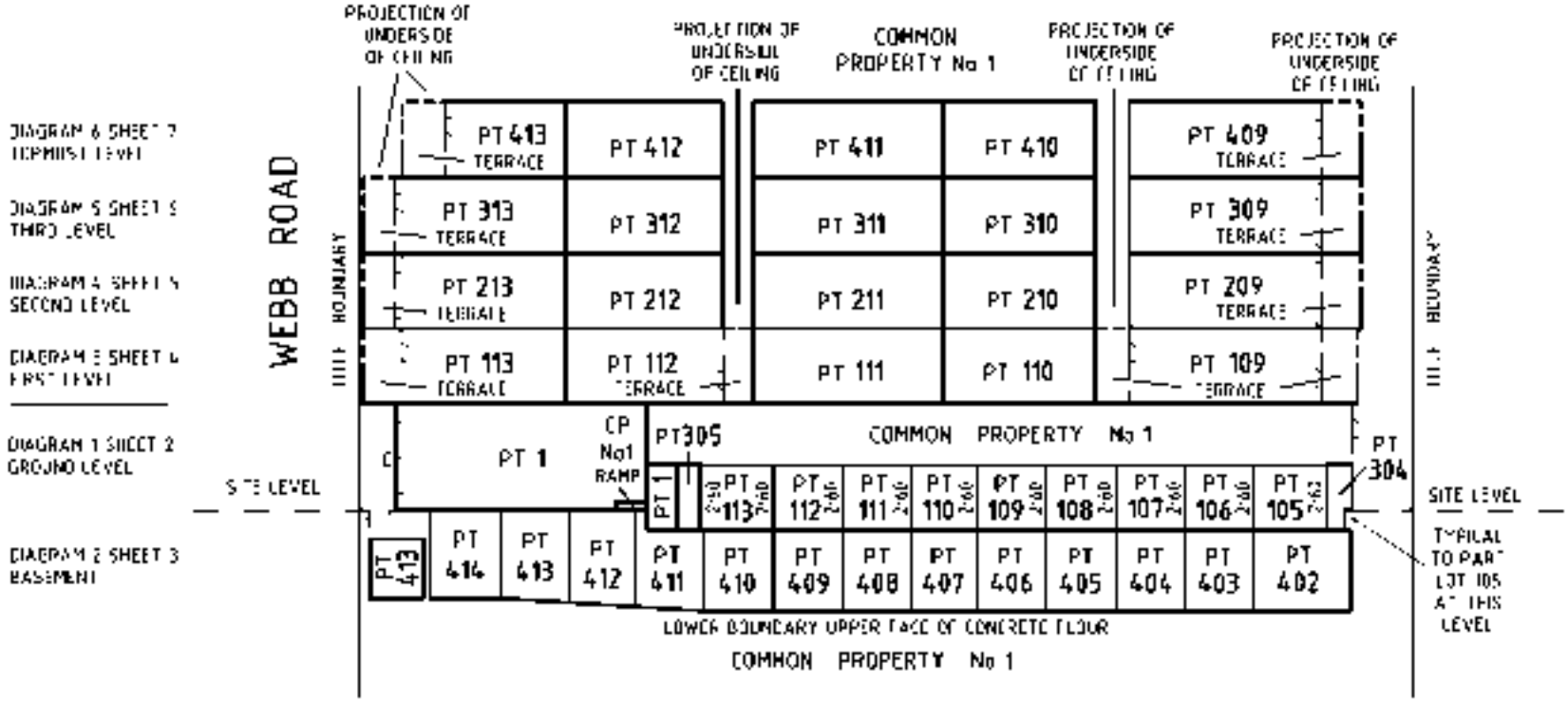
Plan Number
PS 726644F

DIAGRAM 6
TOPMOST LEVEL



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	SCALE 1:200	REF 1161C	ORIGINAL SHEET SIZE: A3	SHEET 7
Digitally signed by Trevor John Kelly, Licensed Surveyor, Surveyor's Plan Version (3), 25/01/2021, SPEAR Ref: S162950A		Digitally signed by Moreland City Council, 11/10/2021, SPEAR Ref: S162950A		

Plan Number
PS 726644F



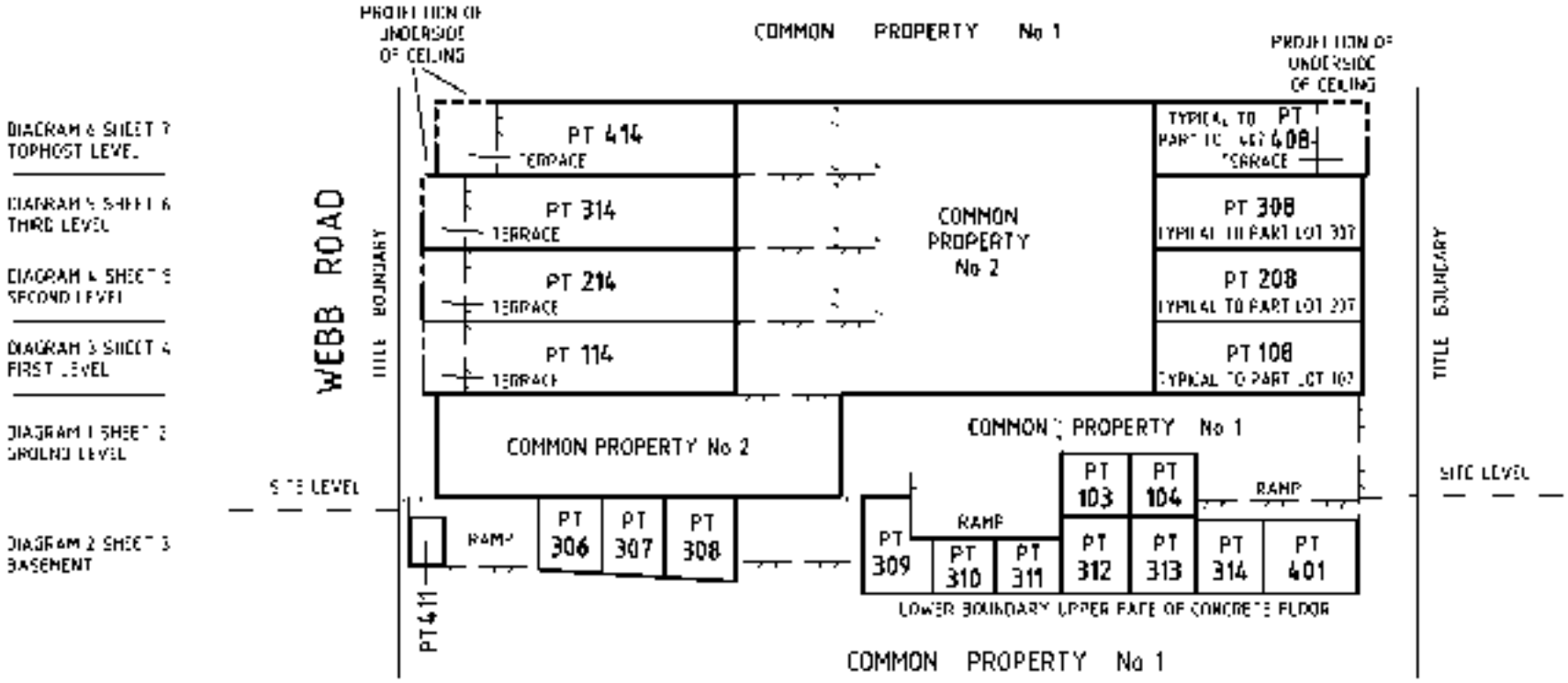
AT GROUND LEVEL, PART LOT 106 IS TYPICAL TO PART LOTS 101 AND 102

SECTION A-A'

NOT TO SCALE

PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		SCALE 0 LENGTHS ARE IN METRES	REF 11614	ORIGINAL SHEET SIZE: A3	SHEET 8
		Digitally signed by Thomas John Kelly, Licensed Surveyor, Surveyor's Plan Version 7, 25/03/2021, SPEAR Ref: S160050A		Digitally signed by Whittlesea City Council, 11/10/2021, SPEAR Ref: S160050A	

Plan Number
PS 726644F

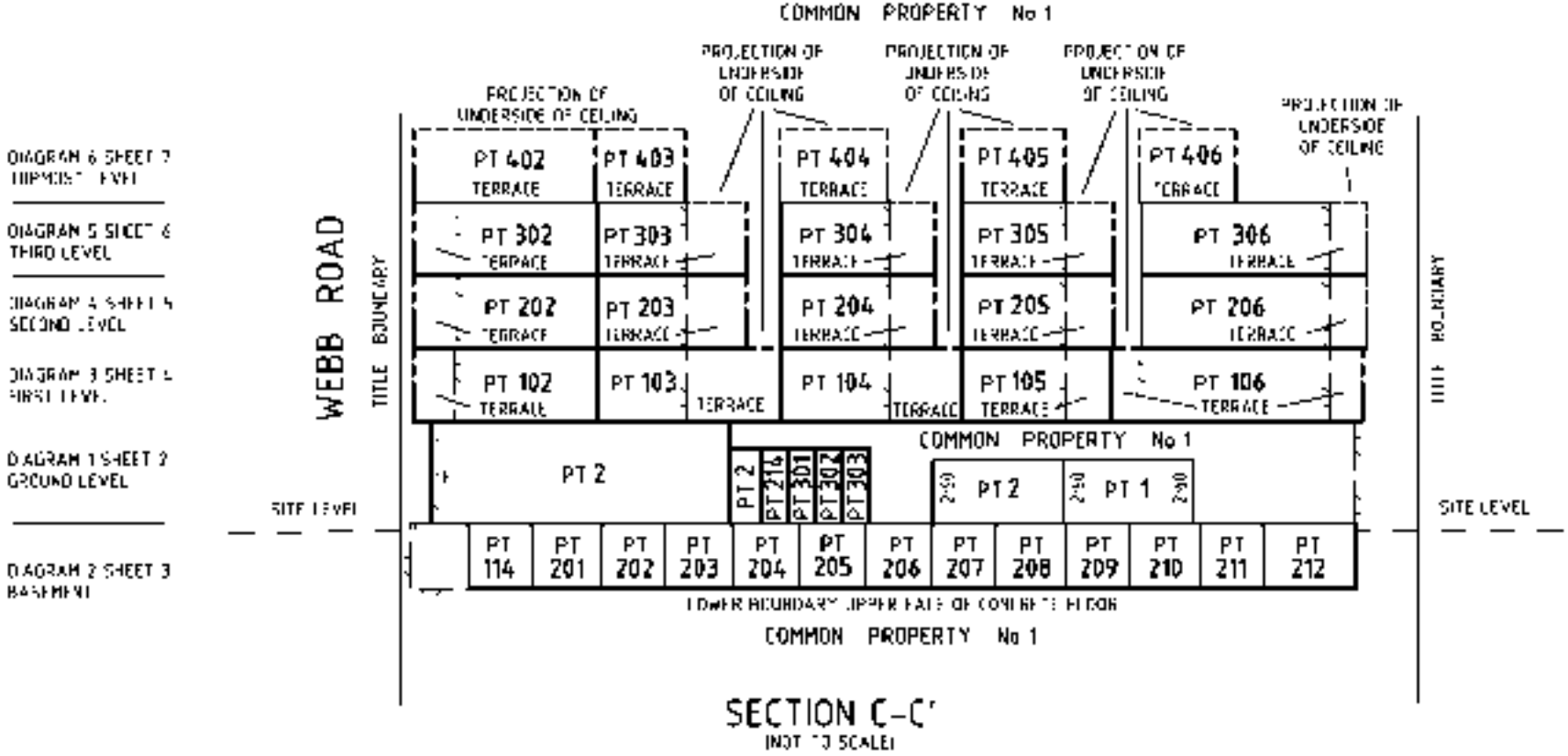


SECTION B-B'

(NOT TO SCALE)

PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 992		SCALE 0 LENGTHS ARE IN METRES	REF 11614	ORIGINAL SHEET SIZE: A3	SHEET 9
		Digitally signed by Thomas John Kelly, Licensed Surveyor Surveyor's Plan Version 1 25/03/2021 SPEAR Ref S160350A	Digitally signed by Whittlesea City Council 11/10/2021 SPEAR Ref S160350A		

Plan Number
PS 726644F



SECTION C–C'
(NOT TO SCALE)

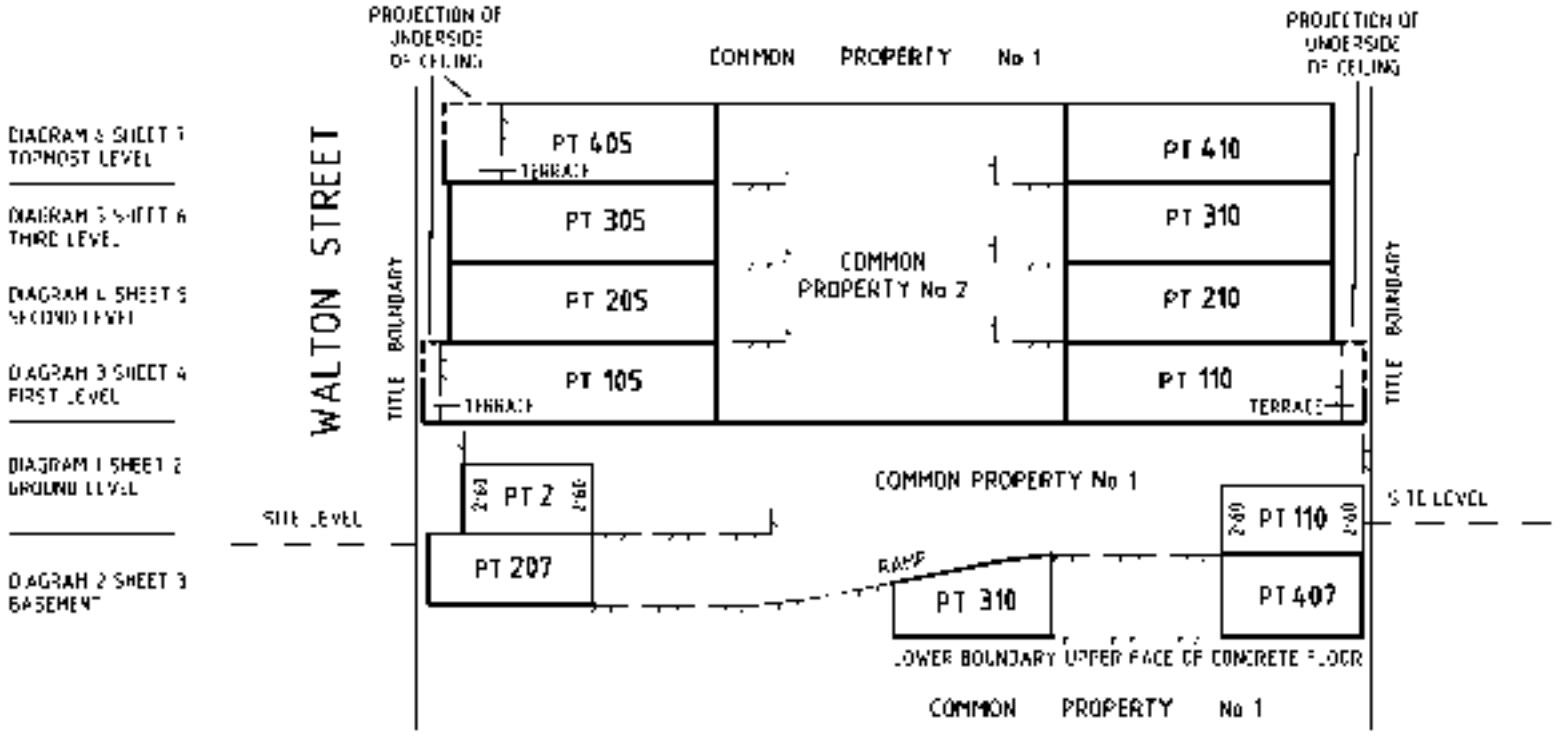
PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 992

SCALE		REF 11614	ORIGINAL SHEET SIZE: A3	SHEET 10
	Lengths are in metres			

Digitally signed by Trevor John Kelly, Licensed Surveyor
Surveyor's Plan Version 1
25/03/2021 SPEAR Ref: S160350A

Digitally signed by
Whittlesea City Council
11/10/2021
SPEAR Ref: S160350A

Plan Number
PS 726644F

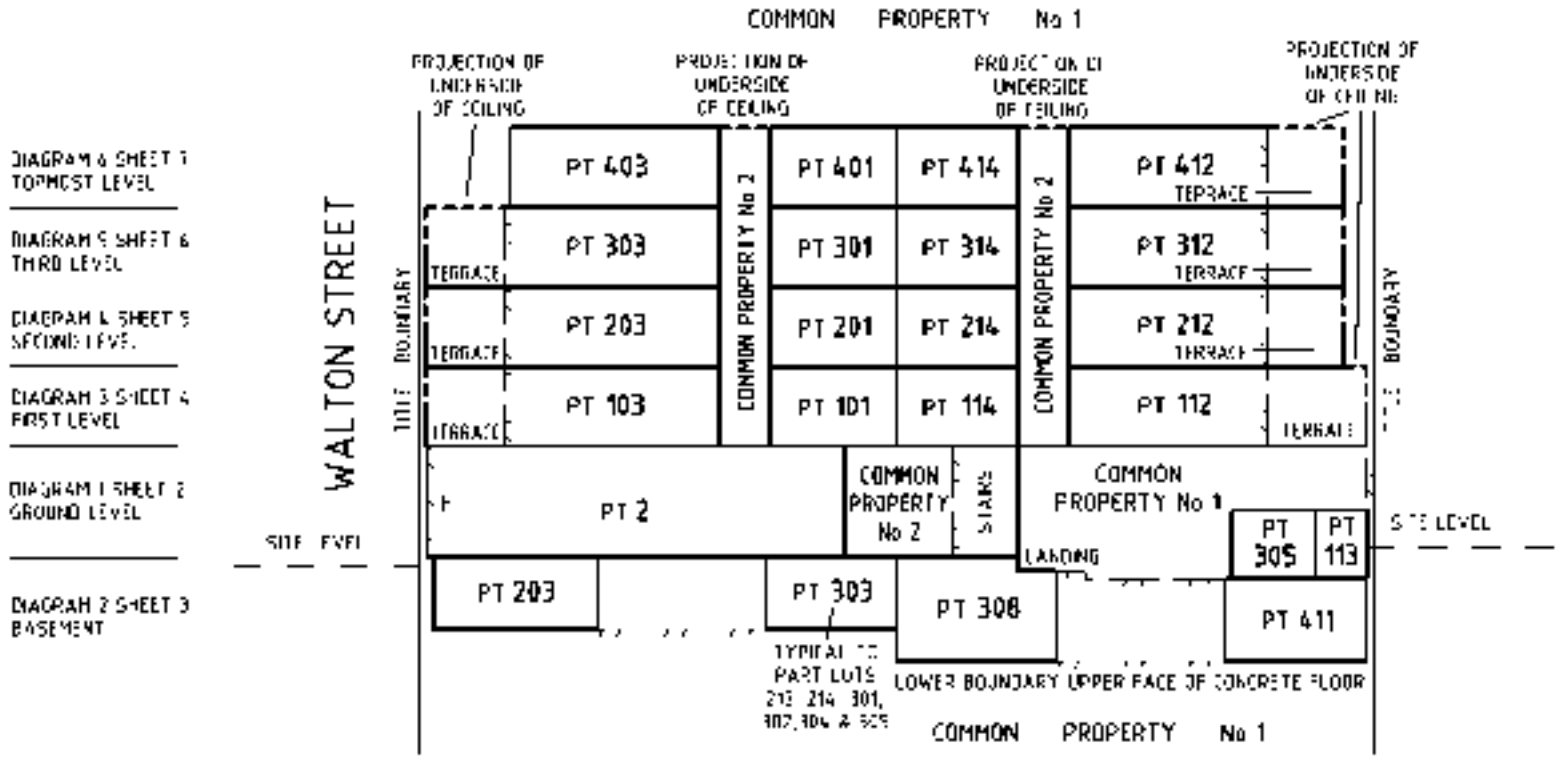


SECTION D-D'
(NOT TO SCALE)

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 992

SCALE	REF 11614	ORIGINAL SHEET SIZE: A3	SHEET 11

Plan Number
PS 726644F



SECTION E-E'
(NOT TO SCALE)

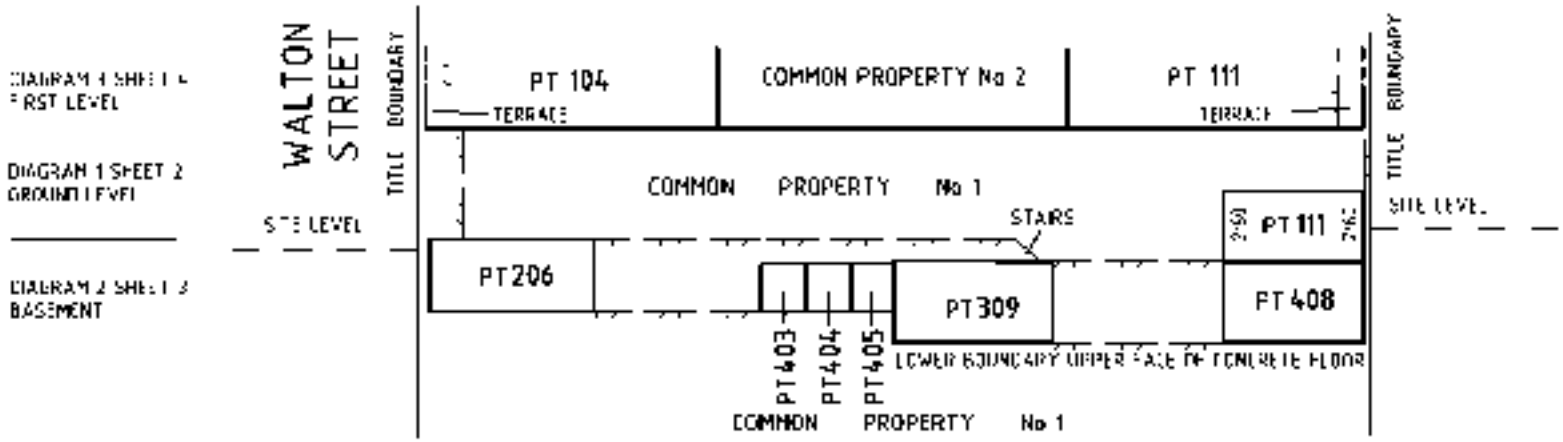
PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SCALE	0 Lengths are in metres	REF 11614	ORIGINAL SHEET SIZE: A3	SHEET 12

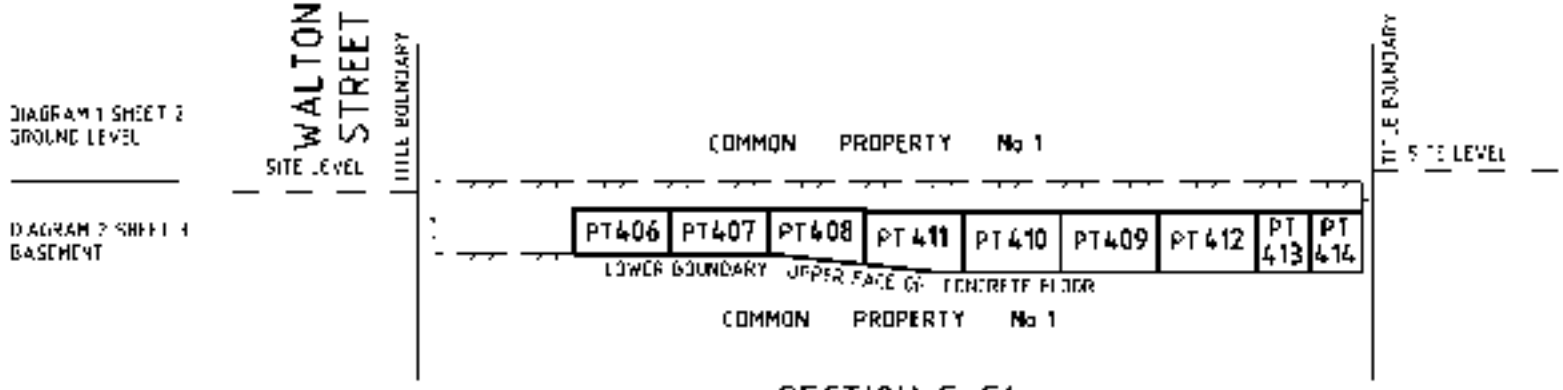
Digitally signed by Thomas John Kelly, Licensed Surveyor, Surveyor's Plan Version 2, 25/03/2021, SPEAR Ref: S160050A

Digitally signed by Whittlesea City Council, 11/10/2021, SPEAR Ref: S160050A

Plan Number
PS 726644F



SECTION F-F'
(NOT TO SCALE)



SECTION G-G'
(NOT TO SCALE)

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SCALE		REF 11614	ORIGINAL SHEET SIZE: A3	SHEET 19
	LENGTHS ARE IN METRES			

Digitally signed by Prior & Kelly Pty Ltd and Surveyor's Plan Version 1
DS 03/2021 SPEAR Ref S160850A

Digitally signed by Whittlesea City Council
11/10/2021
SPEAR Ref S160850A

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 22 July 2023 12:02 PM

PROPERTY DETAILS

Address:	**213/8 WEBB ROAD AIRPORT WEST 3042**
Lot and Plan Number:	**Lot 213 PS726644**
Standard Parcel Identifier (SPI):	**213\PS726644**
Local Government Area (Council):	**MOONEE VALLEY** www.mvcc.vic.gov.au
Council Property Number:	**251474**
Planning Scheme:	**Moonee Valley** Planning Scheme - Moonee Valley
Directory Reference:	**Melway 16 A5**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**NIDDRIE**

OTHER

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

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (B2Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (B2Z)



B2Z - Business 2 **TRZ2 - Principal Road Network** **Tram line**

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan Overlay

Tram line

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

ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit Overlay

Tram line

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 12 July 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

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) 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)

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

Extract of EPA Priority Site Register

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 213 8 WEBB ROAD
SUBURB: AIRPORT WEST
MUNICIPALITY: MOONEE VALLEY
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 16 Reference A5

DATE OF SEARCH: 7th August 2023

PRIORITY SITES REGISTER REPORT:

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

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970

- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970

- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017

- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017

- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017

- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

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

The Environment Protection Authority does not warrant the accuracy or completeness

Extract of EPA Priority Site Register

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

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

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

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

[Extract of Priority Sites Register] # 69802049 - 69802049091209 '444662'

building permit

Building Act 1993, Building Regulations 2006
Regulation 313
form 2

building permit number: BS-U1101/20160172/1

issued to

owner	DILA PTY LTD				
postal address	39 JOHNSTON STREET, PORT MELBOURNE VIC				
postcode	3207				
contact person	GARY PASCU				
telephone	9646 6669	mobile	0412 969 174	fax	
email address	gpascu@bigpond.net.au				

address for serving or giving of documents

postal address	39 JOHNSTON STREET, PORT MELBOURNE
Postcode	3207

property details

no. & street	2-10 WEBB STREET		
suburb	AIRPORT WEST		
postcode	3042	SPI	1-3\PS700846
lot/s	1,2,3	lp/ps	PS700846N
volume	11436	folio	716-718
crown allotment	K (PART)	section	22
parish	DOUTTA GALLA	county	
municipal district	MOONEE VALLEY		

builder[1]

name	STRAHAN CONSTRUCTIONS				
address	6-10, 14 ADVANTAGE ROAD, HIGHETT VIC				
postcode	3190				
contact person	DAVID STRAHAN				
telephone	9598 5860	mobile	0439 919 003	fax	
email address	david@strahanconstructions.com.au				

group ii building surveyors
Suite 3/Level 1
10 Northumberland Street
South Melbourne VIC 3205
Ph: (03) 9686 7654
Fax: (03) 9686 7665
e: info@groupii.com.au

building permit
Building Act 1993, Building Regulations 2006
Regulation 313
form 2

building permit number: BS-U1101/20160172/1

details of building practitioners and/or architect

(a) to be engaged in the building work[2]

name	cat./class	reg no
DAVID STRAHAN	DOMESTIC BUILDER MANAGER	DB-M37115
CONRAD JUNGHENN	DOMESTIC BUILDER UNLIMITED	DB-U38285

(b) who were engaged to prepare documents forming part of the application for this permit[4]

name	cat./class	Reg no
METAXAS ARCHITECT	ARCHITECTS	50514
WILLIAM BEAN	CIVIL ENG	EC-33639
BRUCE ADAMS	CIVIL ENG	EC-1140
GAVIN DONOHUE	CIVIL ENG	EC-22159
CONSTANTINOS VAYENAS	CIVIL ENG	EC-31170

details of domestic building work insurance[3]

the issuer or provider of the required insurance policy is
NA

policy number	date
NA	NA

details of relevant planning permit

planning permit no.	date of grant of planning permit
MV/61/2013 & 2013A	09/02/2013

nature of building work
PROPOSED MIXED-USE DEVELOPMENT

stage of building work permitted	cost of building work
ONE	$1500000

total floor area of new building work
Na

building permit
Building Act 1993, Building Regulations 2006
Regulation 313
form 2

building permit number: BS-U1101/20160172/1

building classification

part of building	BCA classification
EXCAVATION & RETENTION WORKS ONLY	7A

combined allotment statement

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

inspection requirements

the mandatory notification stages are

PRE-SLAB	EXCAVATIONS	
STEEL		
FINAL		

occupation or use of building

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

The required occupancy permit is for the whole of the building in respect of which the building work is carried out.

commencement and completion

this building work must be commenced by	this building work must be completed by
08/12/2016	08/12/2018

Conditions

1. **THIS STAGE ONE (1) BUILDING PERMIT INCLUDES EXCAVATIONS AND RETENTION WORKS ONLY, AND SHALL BE READ IN CONJUNCTION WITH ANY SUBSEQUENT BUILDING PERMITS.**

2. **PRIOR TO THE COMMENCEMENT OF ANY BUILDING WORK, THE BUILDER SHALL PROVIDE A SITE SIGN LOCATED IN A PROMINENT LOCATION AT THE FRONT OF THE PROPERTY DISPLAYING THE REGISTRATION NUMBERS AND CONTACT DETAILS OF THE BUILDER AND BUILDING SURVEYOR AND THE BUILDING PERMIT NUMBER AND DATE. ALL REASONABLE STEPS ARE TO BE TAKEN TO ENSURE THE INFORMATION CONTINUES TO BE DISPLAYED AND REMAINS VISIBLE AND LEGIBLE FOR THE DURATION OF THE BUILDING WORKS.**

3. **THE SITE SHALL BE ADEQUATELY FENCED OFF DURING CONSTRUCTION TO PREVENT PUBLIC ACCESS.**

building permit
Building Act 1993, Building Regulations 2006
Regulation 313
form 2

building permit number: BS-U1101/20160172/1

4. THE BUILDER SHALL ENSURE THAT NO PART OF THE BUILDING PROJECTS BEYOND THE BOUNDARY LINE.

5. IT IS THE BUILDER'S RESPONSIBILITY TO ENSURE THAT ALL BUILDING WORKS ARE CONSTRUCTED IN ACCORDANCE WITH THE TOWN PLANNING PERMIT AND ENDORSED DRAWINGS ISSUED BY THE RELEVANT AUTHORITY.

6. THE CONDITIONS OF THE RELEVANT TOWN PLANNING PERMIT SHALL BE SATISFIED PRIOR TO THE COMMENCEMENT OF THE WORKS.

7. IT IS THE BUILDER'S RESPONSIBILITY TO ENSURE THAT ALL BUILDING WORKS ARE CONSTRUCTED IN ACCORDANCE WITH THE BUILDING PERMITS AND THE ENDORSED PLANS.

8. THE PERSON WHO IS IN CHARGE OF THE CARRYING OUT OF BUILDING WORK ON THE ALLOTMENT MUST TAKE ALL REASONABLE STEPS TO ENSURE THAT A COPY OF THIS BUILDING PERMIT AND ONE SET OF THE APPROVED PLANS, SPECIFICATIONS AND DOCUMENTS ARE AVAILABLE FOR INSPECTION AT THE ALLOTMENT CONCERNED WHILE THE BUILDING WORK FOR WHICH THE BUILDING PERMIT IS ISSUED IS IN PROGRESS.

9. IT IS THE BUILDER'S RESPONSIBILITY TO ENSURE THAT THE FOOTINGS AND WALLS ARE PLACED IN THE LOCATION SHOWN ON THE APPROVED DRAWINGS.

10. THIS PERMIT DOES NOT INCLUDE THE REMOVAL OR CONSTRUCTION OF ANY BOUNDARY PALING FENCES.

11. ANY PROPOSED AMENDMENTS TO THE BUILDING DESIGN MUST BE SUBMITTED TO THE RELEVANT BUILDING SURVEYOR FOR APPROVAL PRIOR TO CONSTRUCTION.

relevant building surveyor
name PAUL RAPTOPOULOS reg no. BS-U1101



signature date 08/12/2015

job no. 20140367

building permit
Building Act 1993, Building Regulations 2006
Regulation 313
form 2

building permit number: BS-U1101/20160172/1

notes:

1. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $12,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

Certis VIC Pty Ltd
PO Box 4100 Richmond LPO VIC 3121
Suite 1a, 150 Chestnut Street Cremorne VIC 3121
Ph: 1300 702 085
ACN: 143463790 ABN: 12143463790

FORM 2

BUILDING PERMIT

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT NO.: 4341133393251

OWNER/AGENT

Applicant:	Citi-Con (VIC) Pty Ltd		
Postal Address:	105 Whitehall Street		
	Footscray		Postcode: 3011
Contact Person:	Shady Antoniou		
Email:	shadya@citicon.com.au	Tel: 0396877977	Mob:

OWNERSHIP DETAILS

Owner	Dila Pty Ltd		
Postal Address:	39 Johnston Street		
	Port Melbourne		Postcode: 3207
Contact Person:	Gary Pascu		
Email:	gpascu@bigpond.net.au	Tel:	Mob: 0412969174

PROPERTY DETAILS

No: 8	Street/Road: 8 Webb RD	Suburb & Postcode: Airport West 3042
Municipal District:	Moonee Valley City Council	
Allotment area:	1511	

BUILDER

Builder:	Citi-Con (VIC) Pty Ltd		
Postal Address:	105 Whitehall Street		
	Footscray		Postcode: 3011
Contact Person:	Shady Antoniou		
Email:	shadya@citicon.com.au	Tel:	Mob: 03 9687 7977

BUILDING PRACTITIONERS

a) to be engaged in the building work

Registration No.	Name
CDB-U 59212	Citi-Con (Vic) Pty Ltd
CCB-U 57188	Citi-Con (Vic) Pty Ltd

b) who were engaged to prepare documents forming part of the application for this permit

Registration No.	Name
EC 22521	David Marinucci
EC 22159	Gavin Donohue

DETAILS OF RELEVANT PLANNING PERMIT (if aplicable)

Permit No: MV/61/2013
Permit Date: 04-Feb-2013
Amendment date:

DESCRIPTION OF BUILDING WORK

Nature of Building Work: Mixed Use Development

Documentation is as per the following BCA/NCC revision: 2015

No. of Storeys: 6
Rise in storeys: 5
Effective height: 13
Type of construction: A
Cost of building work: $356,000.00

Floor areas (m²):	Existing	New	Proposed work area	Total
	0	7200	7200	7200

BCA Classification	Nature of Work	Part of Building
2, 6, 7a	Mixed Use Development	Domestic

Documentation is inclusive of the following plans:

Type	Plan	Plan Number	Revision
Structural	GENERAL NOTES SHEET 1	S001	B
Structural	GENERAL NOTES SHEET 2	S002	B
Structural	FOOTING AND SLAB ON GROUND DETAILS	S010	A
Structural	BASEMENT GENERAL ARRANGEMENT PLAN	S020	A
Structural	BASEMENT DETAILS	S021	A

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory notification stages are:

Description	Inspector
Prior to placing a footing	Relevant Building Surveyor

Prior to pouring an in situ reinforced concrete member nominated by the Relevant Building Surveyor	Relevant Building Surveyor
Upon completion of framework	Relevant Building Surveyor
Lightweight construction in each storey that is required to resist the spread of fire in at least one sole-occupancy unit in a class 2, 3 or 4 building and one of each stair shaft, lift shaft or service shaft that is lightweight construction and including any junctions with other building elements	Relevant Building Surveyor
One of each type of fire protection method for each type of service penetration to any building element that is required to resist the spread of fire or smoke on each storey of a class 2, 3, 4, 9a or 9c building	Relevant Building Surveyor
After building work has been completed & prior to any "Occupation Certificate" or "Certificate of Final Inspection" being issued in relation to the building	Relevant Building Surveyor

OCCUPATION/USE OF BUILDING

The following is required prior to the occupation or use of this building: Occupancy Permit

COMMENCEMENT AND COMPLETION

This building work must commence by 29-Oct-2020.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 29-Oct-2022.

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

CONDITIONS

This permit is subject to the following conditions:

This building permit is for the construction of footings, the lift base/pit structure, and basement slab and excludes all other works. All other works will be subject to a separate building approval.

BUILDING PERMIT NO.: 4341133393251



Date of Issue: 29-Oct-2019

RELEVANT BUILDING SURVEYOR Shane Molloy Registration No: BS-U 62350

NOTE 1: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2006. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - Including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > $12,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

NOTE 2: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

NOTE 3: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress.
The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

NOTE 4: Include building practitioners with continuing involvement in the building work.

NOTE 5: Include only building practitioners with no further involvements in the building work.

Certis VIC Pty Ltd
PO Box 4100 Richmond LPO VIC 3121
Suite 1a, 150 Chestnut Street Cremorne VIC 3121
Ph: 1300 702 085
ACN: 143463790 ABN: 12143463790

BUILDING PERMIT

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT NO.: 9029280762786

OWNER/AGENT

Applicant:	Citi-Con (VIC) Pty Ltd		
Postal Address:	105 Whitehall Street		
	Footscray		Postcode: 3011
Contact Person:	Shady Antoniou		
Email:	shadya@citicon.com.au	Tel: 0396877977	Mob:

OWNERSHIP DETAILS

Owner	Dila Pty Ltd		
Postal Address:	39 Johnston Street		
	Port Melbourne		Postcode: 3207
Contact Person:	Gary Pascu		
Email:	gpascu@bigpond.net.au	Tel:	Mob: 0412969174

PROPERTY DETAILS

No: 8	Street/Road: Webb RD	Suburb & Postcode:	Airport West 3042
Municipal District:	Moonee Valley City Council		
Allotment area:	1511		

BUILDER

Builder:	Citi-Con (VIC) Pty Ltd		
Postal Address:	105 Whitehall Street		
	Footscray		Postcode: 3011
Contact Person:	Shady Antoniou		
Email:	shadya@citicon.com.au	Tel:	Mob: 03 9687 7977

BUILDING PRACTITIONERS

a) to be engaged in the building work

Registration No.	Name
CDB-U 59212	Citi-Con (Vic) Pty Ltd
CCB-U 57188	Citi-Con (Vic) Pty Ltd

b) who were engaged to prepare documents forming part of the application for this permit

Registration No.	Name
EC 22521	David Marinucci
EC 22159	Gavin Donohue
EC 45520	Chuchart Sritangos
50514	Metaxas Architects Pty Ltd

DETAILS OF RELEVANT PLANNING PERMIT (if aplicable)

Permit No: MV/61/2013
Permit Date: 04-Feb-2013
Amendment date:

DESCRIPTION OF BUILDING WORK

Nature of Building Work: Mixed Use Development

Documentation is as per the following BCA/NCC revision: 2015

No. of Storeys: 6
Rise in storeys: 5
Effective height: 13
Type of construction: A
Cost of building work: $3,780,000.00

Floor areas (m²):	Existing	New	Proposed work area	Total
	0	7200	7200	7200

BCA Classification	Nature of Work	Part of Building
2, 6, 7a	Mixed Use Development	Domestic

Documentation is inclusive of the following plans:

Type	Plan	Plan Number	Revision
Structural	GROUND FLOOR GENERAL ARRANGEMENT PLAN	110	A
Structural	GROUND FLOOR POST TENSIONING PLAN	111	A
Structural	GROUND FLOOR BOTTOM REINFORCEMENT PLAN	112	A
Structural	GROUND FLOOR TOP REINFORCEMENT PLAN	113	A
Structural	GROUND FLOOR SECTION DETAILS	114	A
Structural	LEVEL 1 GENERAL ARRANGEMENT PLAN	210	A
Structural	LEVEL 1 POST TENSIONING PLAN	211	A
Structural	LEVEL 1 BOTTOM REINFORCEMENT PLAN	212	A
Structural	LEVEL 1 TOP REINFORCEMENT PLAN	213	A
Structural	LEVEL 1 SECTION DETAILS	214	A
Structural	LEVEL 2 GENERAL ARRANGEMENT PLAN	310	A
Structural	LEVEL 2 POST TENSIONING PLAN	311	A

Structural	LEVEL 2 BOTTOM REINFORCEMENT PLAN	312	A
Structural	LEVEL 2 TOP REINFORCEMENT PLAN	313	A
Structural	LEVEL 3 GENERAL ARRANGEMENT PLAN	410	A
Structural	LEVEL 3 POST TENSIONING PLAN	411	A
Structural	LEVEL 3 BOTTOM REINFORCEMENT PLAN	412	A
Structural	LEVEL 3 TOP REINFORCEMENT PLAN	413	A
Structural	LEVEL 4 GENERAL ARRANGEMENT PLAN	510	A
Structural	LEVEL 4 POST TENSIONING PLAN	511	A
Structural	LEVEL 4 BOTTOM REINFORCEMENT PLAN	512	A
Structural	LEVEL 4 TOP REINFORCEMENT PLAN	513	A
Structural	GENERAL NOTES SHEET 1	S001	B
Structural	GENERAL NOTES SHEET 2	S002	B
Structural	RETENTION SECTIONS	S004	B
Structural	FOOTING AND SLAB ON GROUND DETAILS	S010	A
Structural	BASEMENT GENERAL ARRANGEMENT PLAN	S020	A
Structural	BASEMENT DETAILS	S021	A
Structural	GROUND FLOOR GENERAL ARRANGEMENT PLAN	S030	A
Structural	LEVEL 1 GENERAL ARRANGEMENT PLAN	S040	A
Structural	LEVEL 2 GENERAL ARRANGEMENT PLAN	S050	A
Structural	LEVEL 3 GENERAL ARRANGEMENT PLAN	S060	A
Structural	LEVEL 4 GENERAL ARRANGEMENT PLAN	S070	A
Structural	ROOF FRAMING SUPPORT PLAN	S080	A
Structural	CONCRETE COLUMN DETAILS SHEET 1	S090	A
Structural	CONCRETE DETAILS SHEET 1	S092	B
Structural	CONCRETE STAIR ELEVATIONS AND DETAILS	S093	A
Structural	PRECAST PANEL DETAILS SHEET 1	S100	B
Structural	PRECAST PANEL KEY PLANS AND SCHEDULE	S102	B
Structural	PRECAST PANEL ELEVATION SHEET 1	S103	A
Structural	PRECAST PANEL ELEVATION SHEET 2	S104	A
Structural	PRECAST PANEL ELEVATION SHEET 3	S105	A
Structural	MASONRY WALL DETAILS	S110	A
Structural	STEELWORK FRAMING ELEVATIONS SHEET 1	S115	A
Structural	STEELWORK AND TIMBER DETAILS SHEET	S117	A

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory notification stages are:

Description	Inspector
Prior to placing a footing	Relevant Building Surveyor
Prior to pouring an in situ reinforced concrete member nominated by the Relevant Building Surveyor	Relevant Building Surveyor
Upon completion of framework	Relevant Building Surveyor
Lightweight construction in each storey that is required to resist the spread of fire in at least one sole-occupancy unit in a class 2, 3 or 4 building and one of each stair shaft, lift shaft or service shaft that is lightweight construction and including any junctions with other building elements	Relevant Building Surveyor
One of each type of fire protection method for each type of service penetration to any building element that is required to resist the spread of fire or smoke on each storey of a class 2, 3, 4, 9a or 9c building	Relevant Building Surveyor
After building work has been completed & prior to any "Occupation Certificate" or "Certificate of Final Inspection" being issued in relation to the building	Relevant Building Surveyor

OCCUPATION/USE OF BUILDING

The following is required prior to the occupation or use of this building: Occupancy Permit

COMMENCEMENT AND COMPLETION

This building work must commence by 28-Nov-2020.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 28-Nov-2022.

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

CONDITIONS

This permit is subject to the following conditions:

This building permit is for the construction of the balance of the structure, including PT elements, and excludes all other works. All other works will be subject to a separate building approval.

BUILDING PERMIT NO.: 9029280762786



Date of Issue: 28-Nov-2019

RELEVANT BUILDING SURVEYOR Shane Molloy Registration No: BS-U 62350

NOTE 1: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2006. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - Including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > $12,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

NOTE 2: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

NOTE 3: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress.
The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

NOTE 4: Include building practitioners with continuing involvement in the building work.

NOTE 5: Include only building practitioners with no further involvements in the building work.

Certis VIC Pty Ltd
PO Box 4100 Richmond LPO VIC 3121
Suite 1a, 150 Chestnut Street Cremorne VIC 3121
Ph: 1300 702 085
ACN: 143463790 ABN: 12143463790

BUILDING PERMIT

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT NO.: 9157496828222

OWNER/AGENT

Applicant:	Citi-Con (VIC) Pty Ltd		
Postal Address:	105 Whitehall Street		
	Footscray		Postcode: 3011
Contact Person:	Shady Antoniou		
Email:	shadya@citicon.com.au	Tel: 0396877977	Mob:

OWNERSHIP DETAILS

Owner	Dila Pty Ltd		
Postal Address:	39 Johnston Street		
	Port Melbourne		Postcode: 3207
Contact Person:	Gary Pascu		
Email:	gpascu@bigpond.net.au	Tel:	Mob: 0412969174

PROPERTY DETAILS

No: 2-10	Street/Road: Webb RD	Suburb & Postcode: Airport West 3042	
Municipal District:	Moonee Valley City Council		
Allotment area:	1511		

BUILDER

Builder:	Citi-Con (VIC) Pty Ltd		
Postal Address:	105 Whitehall Street		
	Footscray		Postcode: 3011
Contact Person:	Shady Antoniou		
Email:	shadya@citicon.com.au	Tel:	Mob: 03 9687 7977

BUILDING PRACTITIONERS

a) to be engaged in the building work

Registration No.	Name
CDB-U 59212	Citi-Con (Vic) Pty Ltd
CCB-U 57188	Citi-Con (Vic) Pty Ltd

b) who were engaged to prepare documents forming part of the application for this permit

Registration No.	Name
EC 22521	David Marinucci
EC 22159	Gavin Donohue
EC 45520	Chuchart Sritangos
50514	Metaxas Architects Pty Ltd
EE 1128	John Maroulis - NJM Design
EF 46888	Luke Curtis

DETAILS OF RELEVANT PLANNING PERMIT (if aplicable)

Permit No: MV/61/2013
Permit Date: 04-Feb-2013
Amendment date:

DESCRIPTION OF BUILDING WORK

Nature of Building Work: Mixed Use Development
Documentation is as per the following BCA/NCC revision: 2015

No. of Storeys: 6
Rise in storeys: 5
Effective height: 13
Type of construction: A
Cost of building work: $3,615,000.00

Floor areas (m²):	Existing	New	Proposed work area	Total
	0	7200	7200	7200

BCA Classification	Nature of Work	Part of Building
2	Residential	Level 2
2	Residential	Level 4
7a	Carpark	Basement
2, 5	Residential, Office	Ground
2	Residential	Level 1
2	Residential	Level 3

Documentation is inclusive of the following plans:

Type	Plan	Plan Number	Revision
Architectural	DRAWING REGISTER	A100	1
Architectural	LOCALITY PLAN	A101	0
Architectural	BASEMENT PLAN	A200	1
Architectural	GROUND FLOOR PLAN	A201	3
Architectural	LEVEL 01 PLAN	A202	4

Architectural	LEVEL 02 PLAN	A203	3
Architectural	GROUND FLOOR SETOUT PLAN	A221	1
Architectural	LEVEL 01 SETOUT PLAN	A222	1
Architectural	LEVEL 02 SETOUT PLAN	A223	1
Architectural	BASEMENT RCP	A300	0
Architectural	GROUND FLOOR RCP	A301	0
Architectural	LEVEL 01 RCP	A302	1
Architectural	LEVEL 02 RCP	A303	1
Architectural	SOUTH & EAST ELEVATIONS	A400	1
Architectural	NORTH & WEST ELEVATIONS	A401	0
Architectural	SECTION A & SECTION B	A500	0
Architectural	SECTION C & SECTION D	A501	0
Architectural	SECTION E & SECTION F	A502	0
Architectural	SECTION G	A503	0
Architectural	WALL TYPE DETAILS 01	A600	2
Architectural	WALL TYPE DETAILS 02	A601	2
Architectural	EGRESS STAIR DETAILS	A602	0
Architectural	CANOPY DETAILS	A603	0
Architectural	CONSTRUCTION DETAILS 01	A605	1
Architectural	TYPICAL WATERPROOFING DETAIL	A606	0
Architectural	BALUSTRADE DETAILS 01	A607	0
Architectural	BALUSTRADE DETAILS 02	A608	0
Architectural	DOOR SCHEDULE 01	A700	4
Architectural	DOOR SCHEDULE 02 & SIGNAGE SCHEDULE	A701	5
Architectural	WINDOW SCHEDULE 01	A702	2
Architectural	WINDOW SCHEDULE 02	A703	3
Architectural	KITCHEN DETAILS 01	A800	0
Architectural	BATHROOM DETAILS 01	A802	A
Architectural	BATHROOM DETAILS 02 & WARDROBE DETAILS	A803	1
Electrical	SCHEDULE OF DRAWINGS, LEGEND OF SYMBOLS & ROOF PLAN	E01	-
Electrical	BASEMENT FLOOR LIGHTING, POWER & COMMS LAYOUT	E02	-
Electrical	GROUND FLOOR LIGHTING, POWER & COMMS LAYOUT	E03	-
Electrical	LEVEL 1 LIGHTING LAYOUT	E04	-
Electrical	LEVEL 1 POWER & COMMS LAYOUT	E05	-
Electrical	LEVEL 2 LIGHTING LAYOUT	E06	-
Electrical	LEVEL 2 POWER & COMMS LAYOUT	E07	-
Electrical	LEVEL 3 LIGHTING LAYOUT	E08	-
Electrical	LEVEL 3 POWER & COMMS LAYOUT	E09	-
Electrical	LEVEL 4 LIGHTING LAYOUT	E10	-

Electrical	LEVEL 4 POWER & COMMS LAYOUT	E11	-
Electrical	SCHEMATICS 1	E12	-
Electrical	SCHEMATICS 2	E13	-
Fire	LEGEND OF SYMBOLS, DRAWING INDEX & FIRE SERVICES SPECIFICATION	F01	-
Fire	BASEMENT FIRE HYDRANT, HOSE REEL & SPRINKLER LAYOUT	F02	-
Fire	GROUND FLOOR FIRE HYDRANT, HOSE REEL & SPRINKLER LAYOUT	F03	-
Fire	LEVEL 1 FIRE HYDRANT, HOSE REEL & SPRINKLER LAYOUT	F04	-
Fire	LEVEL 2 FIRE HYDRANT, HOSE REEL & SPRINKLER LAYOUT	F05	-
Fire	LEVEL 3 FIRE HYDRANT, HOSE REEL & SPRINKLER LAYOUT	F06	-
Fire	LEVEL 4 FIRE HYDRANT, HOSE REEL & SPRINKLER LAYOUT	F07	-
Fire	FIRE HYDRANT, HOSE REEL & SPRINKLER SYSTEM SCHEMATIC	F08	-
Fire	DETAILS	F09	-
Hydraulic	SPECIFICATION & LEGENDS	H01	-
Hydraulic	BASEMENT SEWER, STORMWATER, WATER & GAS LAYOUT	H02	-
Hydraulic	GROUND FLOOR SEWER & STORMWATER LAYOUT	H03	A
Hydraulic	GROUND FLOOR WATER & GAS LAYOUT	H04	-
Hydraulic	LEVEL 1 SEWER & STORMWATER LAYOUT	H05	-
Hydraulic	LEVEL 1 WATER & GAS LAYOUT	H06	-
Hydraulic	LEVEL 2 SEWER & STORMWATER LAYOUT	H07	-
Hydraulic	LEVEL 2 WATER & GAS LAYOUT	H08	-
Hydraulic	LEVEL 3 SEWER & STORMWATER LAYOUT	H09	-
Hydraulic	LEVEL 3 WATER & GAS LAYOUT	H10	-
Hydraulic	LEVEL 4 SEWER & STORMWATER LAYOUT	H11	-
Hydraulic	LEVEL 4 WATER & GAS LAYOUT	H12	-
Hydraulic	ROOF SEWER & STROMWATER LAYOUT	H13	-
Hydraulic	ROOF WATER & GAS LAYOUT	H14	-
Hydraulic	SCHEMATICS	H15	-
Hydraulic	DETAILS	H16	-
Mechanical	LEGEND OF SYMBOLS, NOTES, DETAILS SCHEDULES & SPECIFICATIONS	M01	-
Mechanical	BASEMENT LEVEL DUCTWORK & EQUIPMENT LAYOUT	M02	-
Mechanical	GROUND LEVEL DUCTWORK & EQUIPMENT LAYOUT	M03	-
Mechanical	LEVEL 1 DUCTWORK & EQUIPMENT LAYOUT	M04	-
Mechanical	LEVEL 2 DUCTWORK & EQUIPMENT LAYOUT	M05	-
Mechanical	LEVEL 3 DUCTWORK & EQUIPMENT LAYOUT	M06	-
Mechanical	LEVEL 4 DUCTWORK & EQUIPMENT LAYOUT	M07	-

Mechanical	ROOF DUCTWORK & EQUIPMENT LAYOUT	M08	-
Structural	GROUND FLOOR GENERAL ARRANGEMENT PLAN	110	A
Structural	GROUND FLOOR POST TENSIONING PLAN	111	A
Structural	GROUND FLOOR BOTTOM REINFORCEMENT PLAN	112	A
Structural	GROUND FLOOR TOP REINFORCEMENT PLAN	113	A
Structural	GROUND FLOOR SECTION DETAILS	114	A
Structural	LEVEL 1 GENERAL ARRANGEMENT PLAN	210	A
Structural	LEVEL 1 POST TENSIONING PLAN	211	A
Structural	LEVEL 1 BOTTOM REINFORCEMENT PLAN	212	A
Structural	LEVEL 1 TOP REINFORCEMENT PLAN	213	A
Structural	LEVEL 1 SECTION DETAILS	214	A
Structural	LEVEL 2 GENERAL ARRANGEMENT PLAN	310	A
Structural	LEVEL 2 POST TENSIONING PLAN	311	A
Structural	LEVEL 2 BOTTOM REINFORCEMENT PLAN	312	A
Structural	LEVEL 2 TOP REINFORCEMENT PLAN	313	A
Structural	LEVEL 3 GENERAL ARRANGEMENT PLAN	410	A
Structural	LEVEL 3 POST TENSIONING PLAN	411	A
Structural	LEVEL 3 BOTTOM REINFORCEMENT PLAN	412	A
Structural	LEVEL 3 TOP REINFORCEMENT PLAN	413	A
Structural	LEVEL 4 GENERAL ARRANGEMENT PLAN	510	A
Structural	LEVEL 4 POST TENSIONING PLAN	511	A
Structural	LEVEL 4 BOTTOM REINFORCEMENT PLAN	512	A
Structural	LEVEL 4 TOP REINFORCEMENT PLAN	513	A
Structural	GENERAL NOTES SHEET 1	S001	B
Structural	GENERAL NOTES SHEET 2	S002	B
Structural	RETENTION SECTIONS	S004	B
Structural	FOOTING AND SLAB ON GROUND DETAILS	S010	A
Structural	BASEMENT GENERAL ARRANGEMENT PLAN	S020	A
Structural	BASEMENT DETAILS	S021	A
Structural	GROUND FLOOR GENERAL ARRANGEMENT PLAN	S030	A
Structural	LEVEL 1 GENERAL ARRANGEMENT PLAN	S040	A
Structural	LEVEL 2 GENERAL ARRANGEMENT PLAN	S050	A
Structural	LEVEL 3 GENERAL ARRANGEMENT PLAN	S060	A
Structural	LEVEL 4 GENERAL ARRANGEMENT PLAN	S070	A
Structural	ROOF FRAMING SUPPORT PLAN	S080	A
Structural	CONCRETE COLUMN DETAILS SHEET 1	S090	A
Structural	CONCRETE DETAILS SHEET 1	S092	B
Structural	CONCRETE STAIR ELEVATIONS AND DETAILS	S093	A
Structural	PRECAST PANEL DETAILS SHEET 1	S100	B
Structural	PRECAST PANEL KEY PLANS AND SCHEDULE	S102	B

Structural	PRECAST PANEL ELEVATION SHEET 1	S103	A
Structural	PRECAST PANEL ELEVATION SHEET 2	S104	A
Structural	PRECAST PANEL ELEVATION SHEET 3	S105	A
Structural	MASONRY WALL DETAILS	S110	A
Structural	STEELWORK FRAMING ELEVATIONS SHEET 1	S115	A
Structural	STEELWORK AND TIMBER DETAILS SHEET	S117	A

PERFORMANCE SOLUTIONS

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Clause name	Description	Perf. Clause(s)	NCC Clause(s)	FEB/FER
BCA Section F	Weatherproofing of external walls	FP1.4	F1.1	N/A
BCA Section D	The fire stair serving the building is not proposed to be separated between ground and basement	DP5	D2.4	26783
BCA Section D	Residential areas are proposed to have an extended travel distance as follows: Travel distance of up to 21 m to a point of choice in lieu of 6 m.	DP4 & EP2	D1.4	26783
BCA Section C	Residential areas are proposed to have extended corridor lengths as follows Corridor length of up to 55 m in lieu of 40 m.	DP4	C2.14	26783
BCA Section C	It is proposed to permit the single exit stair serving the residential levels (levels 1-4) to be open in	CP2	C1.1	26783
BCA Section D	It is proposed to permit the fire isolated stairs within the development to discharge internally	DP4 & EP2.2	D1.7	26783
BCA Section C	It is proposed to permit the following reduced Fire Resistance Levels (FRL's) within the proposed	CP1 & CP2	C1.1	26783
BCA Section C	Openings in external walls are proposed to be within minimum BCA setback distances from the fire source featur - 1.3 m from boundary on the eastern side in lieu of 3m. 2.0 m from the boundary on the northern side in lieu of 3m	CP2 & CP8	C3.2	26783

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory notification stages are:

Description	Inspector
Prior to placing a footing	Relevant Building Surveyor
Prior to pouring an in situ reinforced concrete member nominated by the Relevant Building Surveyor	Relevant Building Surveyor
Upon completion of framework	Relevant Building Surveyor
Lightweight construction in each storey that is required to resist the spread of fire in at least one sole-occupancy unit in a class 2, 3 or 4 building and one of each stair shaft, lift shaft or service shaft that is lightweight construction and including any junctions with other building elements	Relevant Building Surveyor

One of each type of fire protection method for each type of service penetration to any building element that is required to resist the spread of fire or smoke on each storey of a class 2, 3, 4, 9a or 9c building	Relevant Building Surveyor
After building work has been completed & prior to any "Occupation Certificate" or "Certificate of Final Inspection" being issued in relation to the building	Relevant Building Surveyor

OCCUPATION/USE OF BUILDING

The following is required prior to the occupation or use of this building: Occupancy Permit

COMMENCEMENT AND COMPLETION

This building work must commence by 08-May-2021.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 08-May-2023.

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

CONDITIONS

This permit is subject to the following conditions:

This building permit is for internal fitout works up to and including level 2 and all services works within the building. All other works will be subject to a separate building approval.

Doorways in fire walls are to achieve the FRL applicable to the wall and must comply with AS1905.1 details of the proposed fire doors are to be provided to the relevant building surveyor for review and approval.

All penetrations through fire rated building elements are to be fire sealed in accordance with specification C3.15 of the BCA. Details of the proposed method of fire sealing any such penetrations including fire test reports, installation guidelines and manufacturers specifications along with a penetrations matrix prepared in accordance with AS 4072 are to be provided to the relevant building surveyor for review and approval prior to the works commencing.

Pedestrian ramps are to achieve a slip resistance of P3/R10. Provide details of the proposed finish or an insitu slip resistance test of the ramp once installed for review.

Roof access ladders are to comply with AS 1657-2013. Details of the proposed ladders are to be provided to the relevant building surveyor for review.

Tactile ground surface indicators are to achieve a luminance contrast in accordance with AS1428.1-2009.

All full height frameless glazing is to be provided with a 75mm solid decal positioned so that the bottom of the decal is between the bottom of the decal and finished floor level.

Not less than one fire extinguisher to suit Class A, B, and C fires and electrical fires are to be provided on each storey adjacent to the required exit.

Once the building has reached an effective height of 12m the required fire hydrants and fire hose reels must be operational in at least every storey that is covered by the floor or roof structure above, except the 2 upper most storeys and any required booster connections must be installed.

BUILDING PERMIT NO.: 9157496828222



Date of Issue: 08-May-2020

RELEVANT BUILDING SURVEYOR Shane Molloy Registration No: BS-U 62350

NOTE 1: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2006. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - Including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > $12,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

NOTE 2: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

NOTE 3: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress.
The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

NOTE 4: Include building practitioners with continuing involvement in the building work.

NOTE 5: Include only building practitioners with no further involvements in the building work.

Planning Permit MV443/2020, issued on 25/08/2020 by Jeff Owen (Moonee Valley City Council). SPEAR Ref: S160250A

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from Prior & Kelly Pty Ltd who gave you access to SPEAR. This document SPEAR Ref: S160250A 27/08/2020 10:28 am

This document was printed from SPEAR on: 27/08/2020 10:28 am.

City of Moonee Valley

Form 4

Sections 63, 64, 64A and 86

PLANNING PERMIT

Permit No.:	MV/443/2020
Planning scheme:	Moonee Valley Planning Scheme
Responsible Authority:	Moonee Valley City Council
ADDRESS OF THE LAND:	8 Webb Road, AIRPORT WEST VIC 3042
THE PERMIT ALLOWS:	58 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

2. Before a Statement of Compliance is issued:

   a) A site inspection undertaken by and to the satisfaction of the Responsible Authority that confirms that the building has been completed (lock-up stage), hard surfaces (driveways and car parking) and public works (connection to Council's drainage system and works external to the site including barrel drains, crossovers, footpaths, street trees and the like) as required by Planning Permit MV/61/2013/B.

   or

   b) The owner (or other person in anticipation of becoming the owner of the land) must enter into an Agreement pursuant to Section 173 of the Planning and Environment Act 1987 with the Responsible Authority which provides that the land will be developed in accordance with Planning Permit MV/61/2013/B or any other permit issued by the Responsible Authority.

   The owner (or other person in anticipation of becoming the owner of the land) must pay all costs and expenses (including legal expenses) of, and incidental to, the agreement (including those incurred by the Responsible Authority).

   The Agreement will end upon Council confirming in writing that the development has been completed in its entirety, including all car parking and landscaping as required by Planning Permit MV/61/2013/B.

25 August 2020
Date Issued

Signature for the Responsible Authority

PERMITD

3. Before a Statement of Compliance is issued a Section 173 agreement is required to be entered into with the Responsible Authority in accordance with Condition 15 e) of Planning Permit MV/61/2013/B to link the conditions of the Statement of Environmental Audit to land to the satisfaction of the Responsible Authority.

4. Before a Statement of Compliance is issued, the Responsible Authority must be provided with written advice in accordance with Section 20A of the Subdivision Act 1988.

Start of Telecommunications Condition

5. The owner of the land must enter into an agreement with:

   - A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and

   - A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

6. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:

   - A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and

   - A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

End of Telecommunications Conditions

Start of City West Water Conditions

7. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.

8. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.

25 August 2020
Date Issued ***Signature for the Responsible Authority***

PERMITD

This document was printed from SPEAR on: 27/08/2020 10:28 am.

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from Prior & Kelly Pty Ltd who gave you access to SPEAR / this document. SPEAR Ref: S160250A 27/08/2020 10:28 am

End of City West Water Conditions

Start of Jemena Electricity Conditions

9. The applicant must:

   - Enter into an agreement with Jemena Electricity Networks (Vic) Ltd via website https://jemena.com.au/electricity/our-services and fulfil agreement obligations, for supply of electricity to each lot shown on the endorsed plan.
   - Enter into an agreement with Jemena Electricity Networks (Vic) Ltd via website https://jemena.com.au/electricity/our-services and fulfil agreement obligations, for the rearrangement of the existing electricity supply system.
   - Ensure that any private electric line in the subdivision is rearranged to the satisfaction of Jemena Electricity Networks (Vic) Ltd.
   - Provide easements satisfactory to Jemena Electricity Networks (Vic) Ltd for the purpose of "Power Line" in favour of "Jemena Electricity Networks (Vic) Ltd ", where easements have not been otherwise provided, for all existing electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
   - Obtain for the use of Jemena Electricity Networks (Vic) Ltd any other easement required to service the lots.
   - Adjust the position of any existing Jemena Electricity Networks (Vic) Ltd easement to accord with the position of the electric line(s) as determined by survey.
   - Set aside on the plan of subdivision reserves or easements, satisfactory to Jemena Electricity Networks (Vic) Ltd for electric substations.

End of Jemena Electricity Conditions

10. This permit will expire if:

    (a) The plan of subdivision is not certified within two years of the date of this permit; or

    (b) The registration of the subdivision is not completed within five years of the date of certification of the plan of subdivision.

    The Responsible Authority may extend the time to certify the plan of subdivision if a request is made in writing before the permit expires or within six (6) months afterwards.

Permit Notes

- This planning permit was issued on the condition that the land be developed in accordance with the approved development for the site.

25 August 2020
Date Issued ***Signature for the Responsible Authority***

PERMITD

This document was printed from SPEAR on 27/08/2020 10:28 am

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on if you have any questions about this document please contact the person from Prior & Kelly Pty Ltd who gave you access to SPEAR. This document SPEAR Ref: S160250A 27/08/2020 10:28 am

- The issue of a Statement of Compliance under the *Subdivision Act 1988* is not a final approval of the development. The onus remains on the permit holder to ensure the development is built and landscaped in accordance with the conditions and plans endorsed as part of the planning permit allowing the development.

Condition 2 – Completion of the Development or Section 173 Agreement

- Condition 2 of the subdivision permit requires that prior to the issue of the Statement of Compliance the permit holder either completes the majority of the development or enters into a Section 173 Agreement committing to complete the development. These two options are further expanded as follows:

Completion of the Development (to satisfy subdivision permit condition)

- Where the permit holder chooses to complete the development, then compliance with the subdivision permit condition requires the following to be completed:
    - buildings to lock-up stage;
    - all hard surfaces completed (driveways, car parking, pedestrian paths and exterior paving); and
    - all public works completed to Council's satisfaction (connection to Council's drainage system and works external to the site including crossovers, footpaths, street trees and the like).
- Once the development meets the above requirements an inspection can be requested. An inspection request must be made to Council via SPEAR or email spear@mvcc.vic.gov.au. Please note that an inspection fee is applicable and must be paid prior.

Section 173 Agreement

- Where the permit holder chooses to enter into a Section 173 Agreement this means that the land can be subdivided before completion of the development.
- All costs associated with the preparation, lodgement and enforcement of the agreement are to be met by the permit holder. It is recommended that the permit holder contact Maddocks Lawyers on 9258 3555 (Section 173 Agreement Team) and request the preparation of the agreement. Maddocks represent Council and have been briefed in relation to Council's requirements.
- Alternatively, the permit holder can arrange for the preparation of the agreement by their own lawyers. Council will require these agreements to be reviewed. There is an adopted administration fee applicable and the permit holder will need to meet the cost of peer review (where applicable) and lodgement of the agreement. These costs will need to be met prior to the issued of the Statement of Compliance.

25 August 2020
Date Issued

Signature for the Responsible Authority

PERMITD

This document was printed from SPEAR on: 27/08/2020 10:28 am

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from Prior & Kelly Pty Ltd who gave you access to SPEAR / this document. SPEAR Ref: S160250A 27/08/2020 10:28 am

- Once the agreement is registered on the title for the land, it remains the permit holder's responsibility to ensure the development will be completed in its entirety. Completion is often linked to occupation of the development, and in the event the development does not reflect the endorsed development plans then planning enforcement action may apply.

Telecommunications Conditions

- Before the issue of the Statement of Compliance the Telecommunications Condition must be satisfied. Council requires the completion of a Form 1 and Form 2 by a qualified cabler or telecommunications provider. In the case of a cabler, Council will check the cabler's details on:

  www.acma.gov.au/Citizen/Internet/Internet-services/Cabling-safety/Is-your-cabler-registered

- A telecommunications provisioning letter, or a copy of a completed agreement, from a telecommunications network or service provider must also be provided.

  For further information reference should be made to Amendment VC81 - Advisory Note 49

  https://www.planning.vic.gov.au/__data/assets/pdf_file/0035/97577/AN49-Amendment-VC81-Telecommunications-Services-and-Facilities-in-Subdivisions.pdf

Planning Enforcement

- In the event the development is found to be non-compliant, either during Council's assessment of the photographs, from a site inspection or via a query received by a third party, the development will be referred to Council's Planning Enforcement Team for further investigation. Depending on the nature of the non-compliance there are a number of possible outcomes including:

  - undertaking retrospective works to bring the development into compliance with the endorsed development plans; and/or
  - seeking an amendment to the development permit and/or plans (If Secondary Consent is applicable then the Enforcement Fee may apply); or
  - further enforcement action for example Planning Infringement Notice (fines) and/or prosecution application to the Magistrates Court.

Fees and Charges

- Fees and charges as described above can be obtained via Council's website via:

  https://mvcc.vic.gov.au/work/my-development/planning-application-and-process/#planningapplication_fees

25 August 2020
Date Issued ***Signature for the Responsible Authority***

PERMITD

This document was printed from SPEAR on: 27/08/2020 10:28 am.

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from Prior & Kelly Pty Ltd who gave you access to SPEAR. This document SPEAR Ref: S160250A 27/08/2020 10:28 am.

Certis VIC Pty Ltd
PO Box 1065 Milton BC QLD 4064
1/19 Finchley Street Milton QLD 4064
Ph: 1300 702 085
ACN: 143463790 ABN: 12143463790

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Apartment building

PROPERTY DETAILS

Address:	2-10 Webb Road		
Suburb:	Airport West	Postcode:	3042
Lot:	2	LP/PS:	724413M
Volume:	11436	Folio:	718
Crown Allotment:		Section:	
Parish:		County:	
Municipal district:	Moonee Valley City Council		

BUILDING PERMIT DETAILS

Building Permit number(s): 1922473453815
9017928057345
9157496828222
9029280762786
4341133393251

Version of BCA applicable to the building permit: 2016 Vol 1

BUILDING DETAILS

Storeys contained:	6
Effective height:	13
Rise in storeys:	5
Type of construction:	A

Level	Permitted use	BCA Class of building	Maximum floor live load	Maximum number of people accommodated
	Mixed Use Development	2, 6, 7a	1.5	n/a

PERFORMANCE SOLUTIONS

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Performance Requirement	Details of performance solution
Section C	To Permit Openings in external walls are proposed to be within BCA setback distances from the fire source feature of 1.3m in lieu of 3m on the eastern side and 2m on the northern side.

Section D	To permit Residential corridors to have lengths of up to 55m in lieu of 40m
Section C	To permit openings less than 3m to showroom 02
Section E	To permit deletion of Sprinklers from balcony's
Section D	To permit travel distance of 30 to a single exit in lieu of 20m in the carpark
Section D	To permit the fire isolated stair to discharge internally
Section E	To permit FHR to greater than 4m from an exit
Section D	To permit extended travel distances within the residential part of up to 21m in lieu of 6m.
Section D	To permit the fire isolated stair to connect with the basement fire isolated stair
Section C	To permit a single exit serving the residential levels 1-4.
Section C	Deletion of fire rating for the bin chute base within the gound floor bin room
Section F	To permit the installation of a pedestal Pod system instead 50mm set down onto the balcony or a grate the width of the opening
Section C	To permit a reduction in the FRL's
Section F	Weatherproofing of the external walls

REPORTING AUTHORITIES

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

Reporting authority	Matter reported on or consent to	Relevant Regulation no.
Chief Officer (FRV)	To permit the booster cupboard to be located less than 10m form the building without fire protection by FRL	Regulation 309
Chief Officer (FRV)	To Permit the deleteion of fire hose reels in the showroom1, Showroom 2 and main entry/lobby	Regulation 309
Chief Officer (FRV)	To permit the sprinkler control valve location not to have direct egress to a road or open space.	Regulation 309
Chief Officer (FRV)	To permit the fire hydrant coverage shortfalls in apartment 206, 306, 406, 506	Regulation 309
Chief Officer (FRV)	To permit the sue of a magflow meter ti monitor water useage of the hydrants and sprinklers	Regulation 309
Chief Officer (FRV)	To permit the fire hydrant pressure shortfalls on levels 3 & 4 when the two most remote fire hydrants are simultaneously at min 600pm each.	Regulation 309
Chief Officer (FRV)	To permit the deletion of the internal fire hydrant to the ground anf first floor tenancy.	Regulation 309
Chief Officer (FRV)	Permission to delete the requirement for internal fire hydrants in showrooms 01 & 02 on gorund floor.	Regulation 309
Chief Officer (FRV)	To permit the deletion of the sprinkler protection to the covered balconies.	Regulation 309
Chief Officer (FRV)	To Permit the deleteion of fire hose reels in the basement smoke lobby	Regulation 309

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

Occupation is subject to the following conditions:

1. Essential Safety Measures

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

Essential safety measures required to be provided for the building	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measures	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	Annual	
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual	
Elements required to be non- combustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4	Annual	
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	C3.4, C3.8, C3.11, D1.7, D1.8, G3.8	Every six months	
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	Every three months	
Roller Door (ground floor)	C3.4, C3.5, D1.7 to D1.8	Every three months	
Solid core doors and associated self-closing, automatic closing and latching mechanisms	C3.11	Annual	
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	Every six months	
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire- resisting with respect to integrity and insulation	C3.16	Every six months	
Paths of travel to exits	D1.6	Every three months	
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Every three months	
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fir- isolated passageways)	D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17	Every three months	
Exit signs (including direction signs)	Specification D1.12, E4.5, E4.6, E4.8	Every 6 months	
Signs warning against the use of lifts in the event of fire	E3.3	Every three months	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	D2.22	Annual	
Signs alerting persons that the operation of doors must not be impaired	D2.23	Annual	
Emergency lighting	E4.2, E4.4	Every 6 months	
Fire hydrant system (including on-site pump set and fire service booster connection)	E1.3	Weekly	
Fire hose reel system	E1.4	Every 6 months	
Sprinkler system	E1.5, G3.8, H1.2	Weekly	

Portable fire extinguishers	E1.6	Every six months
Fire control centres (or rooms)	E1.8	Annual
Carpark mechanical ventilation system	F4.11	As nominated by manufacturer on label of equipment
Atrium smoke control system (see above for smoke and heat vents)	Specification G3.8	As per AS1851 Section 18
Smoke and heat alarm system	Clause 3 of Specification E2.2a	Monthly
Smoke and heat detection system	Clause 4 of Specification E2.2a	Monthly
Building occupant warning system	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	Monthly
Stretcher facilities in lifts	E3.2	Annual
Emergency lifts	E3.4	Periodic
Passenger lift fire service controls	E3.7	Periodic
Mechanical ventilation systems incorporating cooling tower systems (other than a system only serving a single sole occupancy unit in a Class 2 or 3 building or Class 4 part of a building)	F4.5	Annual

SUITABILITY FOR OCCUPATION

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

RELEVANT BUILDING SURVEYOR

Name: Peter Hofstetter

Address: PO Box 1065 Milton BC QLD 4064

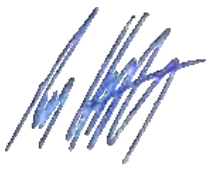
Email: vic@certis.com.au

Registration Number: BS-U 44257

Occupancy Permit No: BS-U 44257/20190170/6 Date of Issue: 23-Sep-2021

Date of Final Inspection: 06-Sep-2021

Signature:



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 07/08/2023 09:59:16 AM

OWNERS CORPORATION 1
PLAN NO. PS726644F

The land in PS726644F is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1, 2, 101 - 114, 201 - 214, 301 - 314, 401 - 414.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
270 BAY STREET BRIGHTON VIC 3186

OC053761A 18/11/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC053761A 18/11/2021

Notations:
Nil

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	200	200
Lot 2	200	200
Lot 101	75	75
Lot 102	100	100
Lot 103	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/08/2023 09:59:16 AM

OWNERS CORPORATION 1
PLAN NO. PS726644F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104	100	100
Lot 105	75	75
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	75	75
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	75	75
Lot 201	75	75
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	75	75
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	75	75
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	75	75
Lot 301	75	75
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/08/2023 09:59:16 AM

OWNERS CORPORATION 1
PLAN NO. PS726644F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	75	75
Lot 306	100	100
Lot 307	100	100
Lot 308	100	100
Lot 309	100	100
Lot 310	75	75
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	75	75
Lot 401	75	75
Lot 402	75	75
Lot 403	100	100
Lot 404	100	100
Lot 405	75	75
Lot 406	75	75
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	75	75
Lot 411	100	100
Lot 412	100	100
Lot 413	75	75
Lot 414	75	75
Total	**5525.00**	**5525.00**

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.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 2
PLAN NO. PS726644F

The land in PS726644F is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 101 - 114, 201 - 214, 301 - 314, 401 - 414.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
270 BAY STREET BRIGHTON VIC 3186

OC053762X 18/11/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC053762X 18/11/2021

Notations:
The purpose of Owners Corporation No. 2 is to maintain and upkeep Common Property No 2 Only the members of Owners Corporation No. 2 are entitled to use Common Property No. 2 Member 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

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 2
PLAN NO. PS726644F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100
Lot 305	100	100
Lot 306	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 2
PLAN NO. PS726644F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 307	100	100
Lot 308	100	100
Lot 309	100	100
Lot 310	100	100
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 411	100	100
Lot 412	100	100
Lot 413	100	100
Lot 414	100	100
Total	**5600.00**	**5600.00**

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.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 1
PLAN NO. PS726644F

The land in PS726644F is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1, 2, 101 - 114, 201 - 214, 301 - 314, 401 - 414.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
270 BAY STREET BRIGHTON VIC 3186

OC053761A 18/11/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC053761A 18/11/2021

Notations:
Nil

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	12342/581	0	0
Common Property 2	12342/582	0	0
Lot 1	12342/554	200	200
Lot 2	12342/555	200	200
Lot 101	12342/556	75	75
Lot 102	12342/557	100	100
Lot 103	12342/558	100	100

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 1
PLAN NO. PS726644F

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 104	12342/559	100	100
Lot 105	12342/560	75	75
Lot 106	12342/561	100	100
Lot 107	12342/546	100	100
Lot 108	12342/542	100	100
Lot 109	12342/523	100	100
Lot 110	12342/524	75	75
Lot 111	12342/525	100	100
Lot 112	12342/526	100	100
Lot 113	12342/527	100	100
Lot 114	12342/562	75	75
Lot 201	12342/563	75	75
Lot 202	12342/538	100	100
Lot 203	12342/539	100	100
Lot 204	12342/540	100	100
Lot 205	12342/541	75	75
Lot 206	12342/547	100	100
Lot 207	12342/548	100	100
Lot 208	12342/549	100	100
Lot 209	12342/550	100	100
Lot 210	12342/564	75	75
Lot 211	12342/565	100	100
Lot 212	12342/566	100	100
Lot 213	12342/567	100	100
Lot 214	12342/568	75	75
Lot 301	12342/569	75	75
Lot 302	12342/570	100	100
Lot 303	12342/571	100	100
Lot 304	12342/572	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 1
PLAN NO. PS726644F

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 305	12342/573	75	75
Lot 306	12342/574	100	100
Lot 307	12342/551	100	100
Lot 308	12342/543	100	100
Lot 309	12342/544	100	100
Lot 310	12342/528	75	75
Lot 311	12342/529	100	100
Lot 312	12342/530	100	100
Lot 313	12342/531	100	100
Lot 314	12342/532	75	75
Lot 401	12342/575	75	75
Lot 402	12342/576	75	75
Lot 403	12342/577	100	100
Lot 404	12342/578	100	100
Lot 405	12342/579	75	75
Lot 406	12342/580	75	75
Lot 407	12342/552	100	100
Lot 408	12342/553	100	100
Lot 409	12342/545	100	100
Lot 410	12342/533	75	75
Lot 411	12342/534	100	100
Lot 412	12342/535	100	100
Lot 413	12342/536	75	75
Lot 414	12342/537	75	75
	Total	**5525.00**	**5525.00**

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.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 2
PLAN NO. PS726644F

The land in PS726644F is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 101 - 114, 201 - 214, 301 - 314, 401 - 414.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
270 BAY STREET BRIGHTON VIC 3186

OC053762X 18/11/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC053762X 18/11/2021

Notations:
The purpose of Owners Corporation No. 2 is to maintain and upkeep Common Property No 2 Only the members of Owners Corporation No. 2 are entitled to use Common Property No. 2 Member 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

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 2	12342/582	0	0
Lot 101	12342/556	100	100
Lot 102	12342/557	100	100
Lot 103	12342/558	100	100
Lot 104	12342/559	100	100
Lot 105	12342/560	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 2
PLAN NO. PS726644F

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 106	12342/561	100	100
Lot 107	12342/546	100	100
Lot 108	12342/542	100	100
Lot 109	12342/523	100	100
Lot 110	12342/524	100	100
Lot 111	12342/525	100	100
Lot 112	12342/526	100	100
Lot 113	12342/527	100	100
Lot 114	12342/562	100	100
Lot 201	12342/563	100	100
Lot 202	12342/538	100	100
Lot 203	12342/539	100	100
Lot 204	12342/540	100	100
Lot 205	12342/541	100	100
Lot 206	12342/547	100	100
Lot 207	12342/548	100	100
Lot 208	12342/549	100	100
Lot 209	12342/550	100	100
Lot 210	12342/564	100	100
Lot 211	12342/565	100	100
Lot 212	12342/566	100	100
Lot 213	12342/567	100	100
Lot 214	12342/568	100	100
Lot 301	12342/569	100	100
Lot 302	12342/570	100	100
Lot 303	12342/571	100	100
Lot 304	12342/572	100	100
Lot 305	12342/573	100	100
Lot 306	12342/574	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 07/08/2023 09:59:17 AM

OWNERS CORPORATION 2
PLAN NO. PS726644F

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 307	12342/551	100	100
Lot 308	12342/543	100	100
Lot 309	12342/544	100	100
Lot 310	12342/528	100	100
Lot 311	12342/529	100	100
Lot 312	12342/530	100	100
Lot 313	12342/531	100	100
Lot 314	12342/532	100	100
Lot 401	12342/575	100	100
Lot 402	12342/576	100	100
Lot 403	12342/577	100	100
Lot 404	12342/578	100	100
Lot 405	12342/579	100	100
Lot 406	12342/580	100	100
Lot 407	12342/552	100	100
Lot 408	12342/553	100	100
Lot 409	12342/545	100	100
Lot 410	12342/533	100	100
Lot 411	12342/534	100	100
Lot 412	12342/535	100	100
Lot 413	12342/536	100	100
Lot 414	12342/537	100	100
	Total	**5600.00**	**5600.00**

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.

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

ABC Property Management (Vic) Pty Ltd
ACN 642 832 942
Email: admin@abcproperty.com.au

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners corporation number 1	PS 726644F		
Address	**Lot 213** 8 Webb Road Airport West Vic 3042		
This certificate is issued for lot	**Lot 213**	on plan of subdivision number	PS 726644F
Postal address	ABC Property Management (Vic) Pty Ltd 8 Webb Road Airport West Vic 3042		
Applicant for the certificate	Infotrack on behalf of Makdesi & Associates		
Address for delivery of certificate			
Date that the application was received	10 August 2023		

Important:

The information in this certificate is issued on (insert date)	10 August 2023

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot *per quarter (*strike out if not applicable) are:
	$ 647.28 per quarter
2.	The date which the fees for the lot have been paid up to is: 30 September 2023
3.	The total of any unpaid fees or charges for the lot is: Nil
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	Nil

5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:
	NIL
6.	The owners corporation has the following insurance cover: • company name: Insurance Australia Limited trading as CGU • policy number: 06S3559049 • type of policy: Residential Strata Insurance • buildings covered: 8 Webb Road Airport West • building amount: $ 13,600.00 • public liability amount: $20,000,000 • renewal date: 30 November 2023
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:
	No
8.	The total funds held by the owners corporation:
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 above? If so, provide details:
	NIL
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:
	ABC property Management(Vic) Pty Ltd For management of the Owners Corporation The Owners Corporation on 25 November resolved by special resolution to enter into a lease between Owners Corporation 1 in agreement with Dila Pty Ltd for the non exclusive use by the Owners of Lot 1 and Lot 2 of the grease trap located on Common property No 1.
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:

	The owners corporation on 25 November resolved by special resolution to enter into an agreement with Dila Pty Ltd in respect of use by members of the Owners Corporation of the gym facilities to be carried on on lot 2, 8 Webb Road Airport West to enable use of the gym by lot owners. Cleanaway for garbage collection services ADT Fire Monitoring for fire alarm monitoring
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details:
	Nil
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, provide details:
	The *manager/*secretary is not aware of any legal proceedings as at 10 August 2023
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:
	A manager is appointed. The manager is ABC property Management (Vic) Pty Ltd
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
	No administrator is appointed.
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. As attached
17.	Documents required to be attached to the owners corporation certificate are:
	• A copy of all resolutions made at the inaugural general meeting • A copy of the consolidated rules which will be registered at Land Victoria in accordance with the minutes of inaugural meeting • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled “Statement of advice and information for prospective purchasers and lot owners”

18.	Note: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: ABC Property Management (Vic) Pty Ltd admin@abcproperty.com.au of 8 Webb Road Airport West Vic 3042

This owners corporation certificate was prepared by:

(name of management company if relevant) as delegate of the owners corporation	ABC Property Management (Vic) Pty Ltd ACN 642 832 942
The common seal of Owners Corporation Plan number 726644F was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20 of the *Owners Corporations Act 2006.*	
Registered Manager	
ABC Property Management (Vic) Pty Ltd ACN 642 832 942	

Date: 10 August 2023

MINUTES OF THE INAUGURAL GENERAL MEETING OF OC NO 1 AND OC NO 2 PS726644F

PLAN OF SUBDIVISION NO PS726644F

"ALFA APARTMENTS" 8 WEBB ROAD AIRPORT WEST

MEETING TIME: 9.30am

MEETING DATE: Monday 29 November 2021

MEETING LOCATION: 8 Webb Road Airport West

1. **Present**
   Gary John Pascu – Director Dila Pty Ltd being the owner of all lots in PS726644F
   Mr Pascu presented the meeting written notification giving details in the prescribed form of his appointment as director of the owner
   Josie Toohey – ABC Property Management (Vic) Pty Ltd by invitation
   Roger Stansfield – RMS Lawyers by invitation

2. **Chairperson**
   It was resolved that Gary Pascu chair the proceedings of the meeting.

3. **Administration Compliance and Registration**

3.1 Waiver of Meeting Notice Requirements
It was resolved that the requirement to provide advance notice of this meeting and associated agenda documentation pursuant to Section 72 of the Owners Corporations Act 2006 was waived and that all decisions achieved at this meeting be deemed as valid resolutions of the Owners Corporation

3.2 Registration of Plan of Subdivision
The chairperson reported that the Plan of Subdivision was registered in Land Use Victoria on 18 November 2021

3.3 Owners Corporation Rules
It was resolved by Special Resolution that the Owners Corporation of PS726644F consents to consolidated rules of the Owners Corporations as attached to the agenda for this inaugural meeting of the Owners Corporation being recorded and lodged in accordance with the Owners Corporation Act 2006 and that these are the rules of the Owners Corporations for PS 726644F effective from 29 November 2021

The manager is to arrange lodgement of these rules on behalf of the Owners Corporation.

3.4 Registered Planning Compliance Documents
It was resolved that the Owners Corporation acknowledge its obligations as contained within the Planning Permit and associated registered operational plans, drawings and any other such applicable documentation.

3.5 Section 67 – Provision of Documentation
The Owners Corporation acknowledged receipt of the documents prescribed in section 67 of the Act which will be held by the manager.

3.6 Section 68 – Obligations of the Owner
The obligations of the original owner pursuant to section 68 of the Act were noted.

3.7 Common Seal

It was resolved that the common seal of Owners Corporation is confirmed as adopted as the seal of the Owners Corporation and that it be affixed to any deed, instrument or document only in accordance with Part 2, section 19 of the Owners Corporation Act.

3.8 ABN Registration

It was resolved to authorise the manager to register the Owners Corporation with an ABN

3.9 Registered Address of the Owners Corporation

It was resolved that the registered address of the Owners Corporation be 2/8 Webb Road Airport West and that the Registrar be notified.

It was resolved that the Manager arrange for the provision of a management sign, as required by the Owners Corporations Regulations 2007 and that this sign be installed as soon as possible.

4. Appointment of Owners Corporation Manager

In accordance with Part 6, section 119 of the Owners Corporation Act, the Owners Corporations 1 and 2 resolved that:
ABC Property (Vic) Pty Ltd be appointed for a term of 5 years as the Owners Corporations 1 and 2 Manager for Plan of Subdivision PS 726644F from the date of this meeting namely 29 November 2021 to 28 November 2026.

a.) The Owners Corporation delegates to the Manager all of the powers and functions that are necessary to enable the Manager to perform its duties under the form of appointment of Manager, a copy of which is attached to the notice of the meeting;

b.) The Owners Corporations acknowledge and accept that the delegation to the Agent is to be subject to the conditions and limitations in the Agreement and that the Vendor, being the sole owner member within the Owners Corporation, execute the contract of appointment.

c.) The common seal of the Owners Corporations are to be affixed to the Contract of Appointment.

4.1 Determination at a General Meeting

Pursuant to Section 82 of the Owners Corporation Act, the Owner Corporation resolved that revoking delegated management authority may only be determined by ordinary Resolution at a general meeting of the Owners Corporation

4.2 Management Fees

The Owners Corporation resolved to accept the management fees as payable to ABC Property Management (Vic) Pty Ltd, quarterly in advance and in accordance with the terms and conditions specified in the Contract of Appointment at $30,000 per annum subject to annual reviews including GST payable in advance.

In addition to the Management fee the Owners Corporation Manager is entitled to recover the cost of administrative disbursements in accordance with terms of the contract of appointment.

The Owners Corporation acknowledges that schedule 2.2 charges within the contract of appointment are charged on a user pays basis.

5. Financial Year and Budget

The Owners Corporation of PS726644F resolved that the financial year of the Owners Corporation will be from 29 November to 28 November in each year with the first financial year commencing 29 November 2021.

The Owners Corporation resolves to accept the projection of estimated expenses for the financial period commencing 29 November 2021 and that the proposed budget be adopted.

It was noted that during the first year for all new developments, the operation costs for the Owners Corporation are not known and budgets are estimated based on comparable sites and live data at the time the budget was prepared.

The operational costs for maintaining the common property and services become more evident following conclusion of the first financial year.

In the event of the operational costs exceeding the adopted budget a special levy will be required to fund the financial obligations of the Owners Corporation.

The budget and actual expenses for the financial year is reviewed at the annual general meeting of the Owners Corporation and adjusted in accordance with instructions of the Owners Corporation.

6. Contribution & Special Levies

6.1 Contributions

It was resolved that the fees be set in accordance with Part 3, section 23 of the Owners Corporation Act at $ 170,607.40 including GST per annum in total and the approved budget of the Owners Corporation be charged in accordance with the Lot Liability Schedule of that Owners Corporation, continuing at the same rate until changed by resolution at a general meeting of the Owners Corporation.

6.2 Payment and Due Date

The Owners Corporation resolved that:

a.) That the fees be set in accordance with Part 3 section 23 of the Owners Corporation Act at $ 170,607.40 including GST per annum with the first payment to cover fees from the date of 29 November 2021 to 28 February 2021 and shall be due and payable on that date.

b.) It was resolved that the fees be paid quarterly in advance, the first payment being due and payable on the 29 November 2021 and contributions thereafter be due and payable on the first day of each financial quarter.

c.) It was resolved that the Owners Corporation raise a special levy to the value of the initial premium plus insurance valuation in the total amount of $ 16,876.75 including GST and that this levy be charged to all Lots in accordance with the liability schedule of the Plan of Subdivision due and payable on

6.3 Penalty Interest

It was resolved that the Owners Corporation charge interest on money owed by a member to the Owners Corporation 28 days following the due date of fees and charges set under Part 3 section 29 (1) and (2) of the Owners Corporation Act at the maximum rate of interest payable under the Penalty Interest Rates Act 1983, effective from the date of this meeting and that te manager is authorised and directed to take whatever action is necessary including legal action to recover any amount owed.

7. Committee/ Owners Corporation Chairperson

It was resolved that Gary Pascu be appointed as the chairperson of the Owners Corporation until such a time that a special General Meeting is convened to appoint a committee of new Owners Corporation members.

It was resolved that the Owners Corporation delegate to the Chairperson all the powers and functions that may be delegated to a committee and as defined by the Owners Corporation Act 2006 and that the instrument of delegation be executed pursuant to this delegation.

8. Insurance

8.1 It was resolved that the Owners Corporation is to accept insurance that complies with its obligations to take out insurance under Part 3 sections 55, 56, 59, 60 and 61 and the following insurance policy are affected for the first year commencing 29 November 2021:

company name: Insurance Australia Limited trading as CGU

policy number: 06S3559049

type of policy: Residential Strata Insurance

buildings covered: 8 Webb Road Airport West

building amount: $ 13,600.00

public liability amount: $20,000,000

renewal date: 30 November 2022

8.2 It was resolved that the Owners Corporation appoints Arthur J Gallagher as the insurance broker for the Owners Corporation.

8.3 It was resolved that the Owners Corporation appoint the manager to obtain quotations and insurance valuation for the following year, and the manager accept renewal terms in accordance with the recommendations of the broker on behalf of the Owners Corporation and the manager is given standard authority to automatically renew the insurance policy.

8.4 It was resolved that a special levy be raised for the first year of insurance.

9. Agreements

9.1 It was resolved that the Owners Corporations authorise the manager to engage the services of suitably qualified contractors to conduct inspections and compliance reporting pe the requirements defined by the Occupancy Permit and Planning Permit (or as otherwise deemed necessary by the manager) in consultation with the Chairperson of the Owners Corporation.

9.2 It was resolved that the Owners Corporations authorise the manager to engage the services of suitably qualified contractors to provide scheduled maintenance as deemed necessary to enable the Owners Corporation to fulfil their obligations to maintain the common property in accordance with the Owners Corporation Act 2005.

9.3 Owners Corporation 1 resolved by special resolution pursuant to sections 10, 12(1)(b) and 14 that the Owners Corporation enter into and execute the Retail Grease Trap Lease of part of the common property 1 shown on the plan attached to the Lease and that the seal of the Owners Corporation be affixed and witnessed by the Chairperson as appointed nominee of the Original Owner.

9.4 Owners Corporation 2 resolved by special resolution pursuant to sections 12 and 14 that the Owners Corporations enter into and execute the Gym Agreement with Dila Pty Ltd pursuant to which Dila Pty Ltd will provide to the Owners Corporations and the Owners Corporations accept from Dila Pty Ltd the right for owners on the Plan to use and enjoy the services of the gym operating from Lot 2 of the Plan on the terms and conditions contained in the agreement and any rules applicable to all members of the gym for an annual fee payable of $30,000 in accordance with the agreement.

9.5 Owners Corporation 2 resolved by special resolution pursuant to sections 10, 12(1)(b) and 14 that the Owners Corporation enter into and execute the lift maintenance agreement with Kone Lift manufacturers for the maintenance and service of the lift.

Resolved by ordinary resolution and in accordance with sections 27 1, 2, and 3 that the Owners Corporation shall operate an individual bank account with Commonwealth Bank of Australia with funds to be held in trust for the Owners Corporation with signing authority to be the duly delegated staff member of ABC Property Management (Vic) Pty Ltd

Closure: There being no further business the meeting closed at 11.00am

.....

Chairperson

OWNERS CORPORATION (1) PLAN OF SUBDIVISION NO. PS 726644F
THE COMMON SEAL OF

OWNERS CORPORATION (2) PLAN OF SUBDIVISION NO. PS 726644F
THE COMMON SEAL OF

The common seals of Owners Corporation Plan number 726644F

were affixed and witnessed by and in the presence of the duly authorised representative of the owner in accordance with Section 20 of the *Owners Corporations Act 2006*.

ADDITIONAL RULES – ALFA APARTMENTS

Following is a list of additional rules that have been identified as being essential to the community living of Alfa Apartments

PS726644F

OWNERS CORPORATION **PS 726644F**
GENERAL AND SPECIAL RULES
8 WEBB ROAD AIRPORT WEST

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) Subrule (2) does not apply if the concession or rebate—

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

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

4. Use of common property

4.1 Use of common property

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

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

(3) An approval under subrule (2) may state a period for which the approval is granted.

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 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 the party's behalf at the meeting.

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

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

PART TWO

ADDITIONAL RULES

OWNERS CORPORATION RULES – UNLIMITED

Owners Corporation Rules (Including Car Park)

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In these rules unless the context indicates a contrary intention:

"Act" means the *Subdivision Act 1988*;

"Building" means the building constructed on the Land;

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

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

"Managing Agent" means the person for the time being appointed by the owners corporation as its managing agent or if no person is for the time being appointed, the secretary of the owners corporation;

"Plan" means Plan of Subdivision No. (eg: PS 736026C)

"Security Key" 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:

(a) headings are for convenience only and shall not affect interpretation,

(b) words denoting any gender shall include all genders,

(c) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency,

(d) 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,

(e) 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,

(f) a reference to an owners corporation includes any elected committee of the owners corporation, and

(g) a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

2. BEHAVIOR

2.1 A proprietor or occupier of a lot when on common property or on any pat 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 proprietor or occupier of another lot or to any person lawfully using common property.

2.2 A proprietor or occupier of a lot must not:

(a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or

(b) obstruct the lawful use of common property by any person;

(c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4.00pm to 9.00 am on weekdays.

2.3 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

2.4 A proprietor or occupier of a lot must not permit any persons under the control of that proprietor 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.

2.5 A proprietor or occupier of a lot must not interfere with the operation of any common entry/exit doors or the garage roller door. Any damages caused will be recovered against the offending resident.

3. SERVICES

Except for the purposes of maintenance and renewal and with the written consent of the owners corporation, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) the structural integrity of any part of the common property is impaired; or

(b) the provision of services through the lot or the common property is interfered with;

(c) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with.

4. INTERFERENCE

4.1 a proprietor or occupier of a lot must not, without the written authority of the owners corporation or its Managing Agent, interfere with the operation of any plant and equipment owned by the owner corporation installed on the common property.

4.2 a proprietor or occupier of a lot must not, without the written authority and consent of the owners corporation, remove any article from the common property placed there by direction and 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.

5. DAMAGE

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any part of the common property. All costs for the repairs of damaged areas will be on-charged to the member responsible.

5.2 A proprietor or occupier must not 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.

6. DEFECTS

A proprietor or occupier of a lot must immediately notify the owners corporation or its Managing Agent on becoming aware of any damage to or defect in the common property or any property of the owner corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

7.1 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:

(a) 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 proprietors or occupiers of any part of the common property.

8. FIRE

8.1 A proprietor or occupier of a lot 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.

8.2 a proprietor or occupier of a lot 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.

8.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to smoke detectors are replaced whenever necessary.

9. STORAGE

A proprietor or occupier of a lot must not:

(a) Except with the prior written consent of the owners corporation and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or

(b) Do or permit anything which may invalidate or suspend any insurance policy affected by the owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.

(c) Store any items in their allocated car space. All items must be stored in their allocated storage cage. Any items stored outside the storage cage may be removed by the owners corporation after providing the resident

with 7 days' notice. All removal and storage costs will be on-charged to the lot owner or the resident responsible.

A proprietor or occupier of a lot must not install a cage 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.

10. SECURITY AND SECURITY KEYS

10.1 a proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

10.2 the owners corporation may charge a reasonable fee for any additional Security Key required by the proprietor.

10.3 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licences of a lot to the occupier to ensure the return of the security key to the proprietor or the owner corporation.

10.4 A proprietor or occupier of a lot in possession of a security key must not without written consent from the owners corporation duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the owners corporation.

10.5 A proprietor or occupier of a lot must promptly notify the owners corporation if a security key issued to him is lost or destroyed.

11. CLEANING

11.1 a proprietor or occupier of a lot must keep that lot clean and in good repair.

11.2 a proprietor or occupier of a lot must 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 proprietor or occupier for the cost. The owners corporation will give fourteen (14) days notice of its intention to do such cleaning.

12. SIGNS BLINDS AND AWNINGS

12.1 A proprietor or occupier of a lot must not without the prior consent of the owners corporation erect or affix any sign or notice to any part of the common property unless approved by the owners corporation.

12.2 A proprietor or occupier of a lot must not install or permit the installation, any awnings other than as approved by the owners corporation.

13. APPEARANCE

Without limiting any other of these rules, a proprietor or occupier of a lot must not:

13.1 install bars, screens or grills or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the owners corporation;

13.2 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;

13.3 without the prior written consent of the owners corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;

13.4 install or operate any intruder alarm which emits an audible signal;

13.5 place, display or hang and chattel or item (including any item of clothing or any wind charms) on or from a balcony or terrace forming part of the common property;

13.6 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;

13.7 install any airconditioning unit in a lot other than place nominated by the owners corporation;

13.8 a proprietor or occupier of a lot must not place washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the owners corporation.

14. PAINTING AND FINISHINGS

A proprietor or occupier of a lot must not paint, finish or otherwise alter the external façade of the Building or any improvement forming part of the common property.

15. RUBBISH

A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose. The owners corporation has made available specific bin areas for such purpose and all rubbish (including recyclable items) must be disposed of in these bins.

16. OWNERS CORPORATION CONSENT

A consent given by the owners corporation under these rules will, if applicable be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the proprietor 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.

17. COMPLAINTS AND COMMUNICATION

Any complaint or application to the owners corporation must be addressed in writing to the Managing agent, or where there is no Managing Agent, the secretary of the owners corporation.

18. VEHICLES, PARKING LOTS AND BICYCLES

18.1 A proprietor or occupier of lot 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 Managing Agent from time to time in respect of parking;

18.2 a proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, 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.

18.3 A proprietor or occupier of a lot must not permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the owners corporation or its Managing Agent for such purpose and fitted with bicycle racks.

18.4 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motorcycle other than within parking spaces designated by the owners corporation. All vehicles must be registered and roadworthy, the owners corporation reserves the right to remove offending vehicles, trailers or motor cycles with no prior notice, should it be deemed an emergency, from common property and to re-coup all associated costs from the offending member.

18.5 A proprietor or occupier of a lot must not enclose any parking lot;

18.6 All lots have allocated storage cage installed. A proprietor or occupier of a lot must not instal any additional storage cages, cupboards in a parking lot or on common property;

18.7 A proprietor or occupier of a lot is not permitted to wash any vehicle in the Common Property or cark park lot or driveway.

19. COMPLIANCE

19.1 A proprietor or occupier of a lot which is subject to 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;

19.2 a proprietor of occupier of a lot 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 proprietor or occupier of a lot or their representative invitees.

19.3 Any breach of a rule or regulation will entitle the owners corporation to impose such fine or penalty as they deem appropriate from time to time as is advised to proprietors and occupiers.

19.4 The proprietor occupier of a lot 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 proprietor or occupier or their respective tenants, licensees or invitee.

20. INTERFERENCE

A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under the Building Management Agreement entered into from time to time.

21. BUILDING AND CONSTRUCTION

21.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to an owners corporation member's lot except in accordance with the following requirements:

(a) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor 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 min building entrance and lobby must not be used for the purposes of taking building materials or building workman 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;

21.2 without limiting the generality of sub paragraph 21.1(a) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) construction work must comply with all laws of the relevant Government Agencies;

(b) the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state.

21.3 before any of the proprietor or occupier's works commence the proprietor or occupier must:

(a) cause to effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the owners corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the owners corporation; and

21.4 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;

21.5 the proprietor or occupier of a lot 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 proprietor or occupier fails to immediately do so the owners corporation may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor 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;

21.6 The proprietor or occupier of a lot 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) to reimburse to the owners corporation the cost incurred or to be incurred by the owners corporation in making good any such damage.

22. SIGNS

A proprietor or occupier of a lot must not 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 without the prior written consent of the owners corporation (which consent will be granted in its absolute discretion)

23. SERVICES

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 lot owner or occupier causing the damage or blockage.

24. ACCESS

Except in the case of emergency (in which case no notice shall be required) upon one (1) days notice in writing the owners corporation or the committee or the owners corporation and its servants, agents and contractors shall be permitted to inspect the interior of any loot 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 lot owner in cases where such leakage or defect is due to any act or default of the said lot owner 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 lot owner or occupier as is reasonable in the circumstances.

25. ANIMALS

A proprietor or occupier of a lot may not keep an animal on common property unleashed. It must at all times be on a leash when on common property.

26. PRIVATE GARDEN BEDS

A proprietor or occupier of a lot with a private garden bed must maintain the garden bed and keep it well maintained. The owners corporation has the right to employ the services of a gardener in the event a 7 day notice to clean up the gardens is not acted on by the lot owner or occupier.

The owners corporation can recover the cost of the gardener from the lot owner or occupier.

27. MOVING OR VACATING

27.1 Residents moving furniture in or out at any time must not:

(a) permit any furniture or items to access or exit the building other than via the car park;

(b) permit any furniture or items to be transported via the lift without owners corporation consent;

(c) permit any vehicles to restrict access to car park;

(d) conduct operations so as to unduly restrict access of other residents, or restrict access to fire escapes;

(e) damage the common property.

28. BUSINESS

The proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:

(a) The trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots; and

(b) Any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and

(c) The planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

29. SPECIAL RULES FOR DEVELOPER

29.1 Special Rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and common property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

(a) Use any Lot as a display Lot to assist in the marketing and sale of other Lots;

(b) Place anywhere on the common property signs and other materials relating to sale of Lots;

(c) Conduct in a Lot or anywhere on the common an auction of a Lot;

(d) Use in any way it considers necessary any part of the common property for the purpose of selling Lots;

(e) Use in any way it considers necessary any part of the common property to facilitate completion of the construction works.

29.2 Proprietors Consent

Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hinderance of such Proprietor and agrees not to vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke or amend this Rule 29 or have the effect of adversely effecting the rights of the Developer in this Rule 29.

30. OWNERS CORPORATION OBLIGATIONS

The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and common property by the Developer and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Proprietors and Occupiers parts of the common property when it is necessary to do so.

31. Social or Affordable Housing

Nothing in these Rules:

(a) prevents or restricts a Member or Occupier from leasing or otherwise making available a Lot to a tenant who is eligible for social or affordable housing; or

(b) requires a Member or Occupier to obtain the consent of the Owners Corporation prior to leasing or otherwise making available a Lot to a tenant who is eligible for social affordable housing.

Arthur J. Gallagher

Level 3, 700 Springvale Rd, Mulgrave VIC 3170
T: (03) 9244 7777 **F**: (03) 9244 7788
E: mulgrave@ajg.com.au **W**: ajg.com.au

imar (insurance markets and rewards) is a trading name of Arthur J. Gallagher & Co (Aus) Limited, ABN 34 005 543 920, AFSL No. 238312. Part of a group of Australian and international companies owned by Arthur J. Gallagher & Co.

You are reminded that the policy mentioned below falls due for renewal on 30/11/2022. To ensure your continued protection, please forward your payment to this office by the renewal date unless otherwise specified.
THIS BECOMES A TAX INVOICE WHEN PAID IN FULL

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 24/11/2022
Invoice No: 842382
Our Reference: PS726644F

Should you have any queries in relation to this account, please contact your Account Manager
Padhraic Duffy

PS726644F
12 Andrew Crt
CLARINDA VIC 3169

Class of Policy: Strata Title Insurance
Insurer: Insurance Australia Limited (T/as CGU)
GPO Box 9902, Melbourne 3001
ABN: 11 000 016 722
The Insured: PS726644F

RENEWAL
Policy No: 06S3579706
Period of Cover:
From **30/11/2022**
to **30/11/2023** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured.
If the details below are incorrect or blank, please contact us.

Commercial Strata
8-10Webb Road, Airport West VIC 3042

Please ensure you review our Important Notices in respect to -
- Your Duty of Disclosure
- Non-Disclosure
- Financial Ombudsman Service
- Average (Co-insurance)
- Cancellation
- General Advice Notice
- Client & Third Party Provider Notice
- Complaints and dispute resolution procedures

Important notices are attached to this communication.

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
$14,521.34	$300.00	$0.00	$1,520.15	$1,597.36	$380.15

TOTAL **$18,319.00**

Biller Code: 352849
Ref: 0130709266169969
Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au

Our Reference: PS726644F
Invoice No: 842382
Acct Man: PD SBCCOM

Acct Name: Arthur J Gallagher & Co (Aus) Ltd
BSB: 033031 Account: 323620
Reference: PS726644F 842382

Mail this portion with your cheque payable to:
Arthur J Gallagher & Co (Aus) Ltd
PO Box 500
MULGRAVE VIC 3170

To pay with your
VISA or Mastercard
Call 1800 290 539 or
Visit payment.ajg.com.au
Client Ref: 0170926X Invoice Ref: 842382

AMOUNT DUE **$18,319.00**

Schedule of Insurance

Class of Policy:	Strata Title Insurance	**Policy No:**	06S3579706
The Insured:	PS726644F	**Invoice No:**	842382
		Our Ref:	PS726644F

This policy has been placed through

STRATA UNIT UNDERWRITING AGENCY PTY LTD
ABN 30 089 201 534
5/263 Alfred Street, North Sydney NSW 2060

STRATA UNIT UNDERWRITING AGENCY PTY LTD is an underwriting agency who has placed the policy with

Insurance Australia Limited (T/as CGU)
ABN 11 000 016 722
GPO Box 9902, Melbourne 3001

Policy Type: Commercial Strata Insurance

Period of Insurance: 30/11/2021 at 4pm to 30/11/2022 at 4pm

Situation: 8-10 Webb Road, Airport West VIC 3042

Insured: PS726644F

Section 1:	Building including Common Contents	$13,872,000
	Loss of Rent/Temporary Accommodation (15%)	$2,080,000
	Additional Loss of Rent/Temporary Accommodation	Not Insured
	Catastrophe	$2,080,000
Section 2:	Glass	Included
Section 3:	Theft	Included
Section 4:	Liability	$20,000,000
Section 5:	Fidelity Guarantee	$100,000
Section 6:	Office Bearers Liability	$100,000
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 & Safety Breaches	$100,000
Section 11:	Machinery Breakdown	$100,000
Section 12:	Lot Owners Improvements (Per Unit)	$250,000
Section 13:	Workers Compensation	Not Insured

Interested Party: Latrobe Financial Services Pty Ltd
Perpetual Corporate Trust Ltd

Excess:

Section 1 - $2,000 each malicious damage, vandalism & graffiti claim for each vacant lot
Section 1 - $1,000 all other claims + as per policy wording
Section 2 - $2,000 each claim for each vacant lot
Section 2 - $1,000 all other claims
Section 3 - $2,000 each claim for each vacant lot
Section 3 - $1,000 all other claims
Section 11 - $1,000 all claims

Class of Policy:	Strata Title Insurance	**Policy No:**	06S3579706
The Insured:	PS726644F	**Invoice No:**	842382
		Our Ref:	PS726644F

Total number of units: 56 Apartments and 2 Showrooms

The following special terms/conditions form part of our quotation in respect to the above named insured.

SPECIAL TERMS/CONDITIONS
The following special terms/conditions form part of our quotation in respect to the above named insured.

Construction/ Building Work Endorsement
This policy is issued on the condition that any loss arising from any construction &/or building works caused by either directly or indirectly will be excluded under this policy.
In addition cover is subject to the works being performed by licensed contractors who must hold current public liability and construction insurance for the duration of the contract.
Cover for contents excludes any unfixed items that are designed to be permanently fixed to a building which may be awaiting installation.

Machinery Breakdown - Ex Chillers & Lifts
Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:
1. Centrifugal chillers
2. Lifts not having in force at all times a full maintenance agreement including parts and labour.

Optional Benefit 1. Floating Floors
Optional Benefit 1. Floating Floors is included.

Residential - Unregistered Strata or Related Scheme Properties
Cover under this policy is subject to registration of the above property as a strata or related scheme within 60 days of the inception date of the policy. Failure to register the above property within this time frame may result in cancellation of the policy.

Sections 5,6,7,8,9,10 & 12 of the above policy do not become operative until registration of the strata or related scheme.
Immediately upon registration of the strata or related scheme the policy will cease to provide cover for current owners or parties that have an estate or interest in the property (including builders &/or developers) in respect to items considered by relevant state legislation as owners contents (ie carpets, paintwork, blinds, curtains etc) together with loss of rent and public liability as property owners of individual lots.

This Policy Schedule is to be read in conjunction with the Product Disclosure Statement. A policy booklet, setting out the terms and conditions, is in your possession. If you have any questions relating to the cover, please contact this office immediately.

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.

ABC Property Management (Vic) Pty Ltd
ACN 642 832 942
Email: admin@abcproperty.com.au

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Number 2	PS 726644F		
Address	8 Webb Road Airport West Vic 3042		
This certificate is issued for lot	**Lot 213**	on plan of subdivision number	PS 726644F
Postal address	ABC Property Management (Vic) Pty Ltd 8 Webb Road Airport West Vic 3042		
Applicant for the certificate	Infotrack on behalf of Makdesi & Associatees		
Address for delivery of certificate			
Date that the application was received	10 August 2023		

Important:

The information in this certificate is issued on (insert date) 10 August 2023

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot *per quarter (*strike out if not applicable) are:
	$ 179.28 per quarter
2.	The date which the fees for the lot have been paid up to is: 30 September 2023
3.	The total of any unpaid fees or charges for the lot is: Nil
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	NIL

5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:
	NIL
6.	The owners corporation has the following insurance cover: • company name: Insurance Australia Limited trading as CGU • policy number: 06S3559049 • type of policy: Residential Strata Insurance • buildings covered: 8 Webb Road Airport West • building amount: $ 13,600.00 • public liability amount: $20,000,000 • renewal date: 30 November 2023
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:
	No
8.	The total funds held by the owners corporation:
	Nil
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 above? If so, provide details:
	NIL
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:
	Not Applicable
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:
	Kone Lift Maintenance for lift maintenance

12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details:
	Nil
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, provide details:
	The *manager/*secretary is not aware of any legal proceedings as at 10 August 2023
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:
	A manager is appointed. The manager is ABC property Management (Vic) Pty Ltd
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
	No administrator is appointed.
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation.
17.	Documents required to be attached to the owners corporation certificate are:
	• A copy of all resolutions made at the inaugural general meeting • A copy of the consolidated rules which will be registered at Land Victoria in accordance with the minutes of the inaugural annual general meeting. • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled “Statement of advice and information for prospective purchasers and lot owners”
18.	Note: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: ABC Property Management (Vic) Pty Ltd admin@abcproperty.com.au of 8 Webb Road Airport West Vic 3042

This owners corporation certificate was prepared by:

(name of management company if relevant) as delegate of the owners corporation	ABC Property Management (Vic) Pty Ltd ACN 642 832 942

The common seal of Owners Corporation Plan number 726644F

was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20 of the *Owners Corporations Act 2006.*



Registered Manager

ABC Property Management (Vic) Pty Ltd ACN 642 832 942



Date: 10 August 2023

MINUTES OF THE INAUGURAL GENERAL MEETING OF OC NO 1 AND OC NO 2 PS726644F

PLAN OF SUBDIVISION NO PS726644F

"ALFA APARTMENTS" 8 WEBB ROAD AIRPORT WEST

MEETING TIME: 9.30am

MEETING DATE: Monday 29 November 2021

MEETING LOCATION: 8 Webb Road Airport West

1. **Present**
   Gary John Pascu – Director Dila Pty Ltd being the owner of all lots in PS726644F
   Mr Pascu presented the meeting written notification giving details in the prescribed form of his appointment as director of the owner
   Josie Toohey – ABC Property Management (Vic) Pty Ltd by invitation
   Roger Stansfield – RMS Lawyers by invitation

2. **Chairperson**
   It was resolved that Gary Pascu chair the proceedings of the meeting.

3. **Administration Compliance and Registration**

3.1 Waiver of Meeting Notice Requirements
It was resolved that the requirement to provide advance notice of this meeting and associated agenda documentation pursuant to Section 72 of the Owners Corporations Act 2006 was waived and that all decisions achieved at this meeting be deemed as valid resolutions of the Owners Corporation

3.2 Registration of Plan of Subdivision
The chairperson reported that the Plan of Subdivision was registered in Land Use Victoria on 18 November 2021

3.3 Owners Corporation Rules
It was resolved by Special Resolution that the Owners Corporation of PS726644F consents to consolidated rules of the Owners Corporations as attached to the agenda for this inaugural meeting of the Owners Corporation being recorded and lodged in accordance with the Owners Corporation Act 2006 and that these are the rules of the Owners Corporations for PS 726644F effective from 29 November 2021

The manager is to arrange lodgement of these rules on behalf of the Owners Corporation.

3.4 Registered Planning Compliance Documents
It was resolved that the Owners Corporation acknowledge its obligations as contained within the Planning Permit and associated registered operational plans, drawings and any other such applicable documentation.

3.5 Section 67 – Provision of Documentation
The Owners Corporation acknowledged receipt of the documents prescribed in section 67 of the Act which will be held by the manager.

3.6 Section 68 – Obligations of the Owner
The obligations of the original owner pursuant to section 68 of the Act were noted.

3.7 Common Seal

It was resolved that the common seal of Owners Corporation is confirmed as adopted as the seal of the Owners Corporation and that it be affixed to any deed, instrument or document only in accordance with Part 2, section 19 of the Owners Corporation Act.

3.8 ABN Registration

It was resolved to authorise the manager to register the Owners Corporation with an ABN

3.9 Registered Address of the Owners Corporation

It was resolved that the registered address of the Owners Corporation be 2/8 Webb Road Airport West and that the Registrar be notified.

It was resolved that the Manager arrange for the provision of a management sign, as required by the Owners Corporations Regulations 2007 and that this sign be installed as soon as possible.

4. Appointment of Owners Corporation Manager

In accordance with Part 6, section 119 of the Owners Corporation Act, the Owners Corporations 1 and 2 resolved that:
ABC Property (Vic) Pty Ltd be appointed for a term of 5 years as the Owners Corporations 1 and 2 Manager for Plan of Subdivision PS 726644F from the date of this meeting namely 29 November 2021 to 28 November 2026.

a.) The Owners Corporation delegates to the Manager all of the powers and functions that are necessary to enable the Manager to perform its duties under the form of appointment of Manager, a copy of which is attached to the notice of the meeting;

b.) The Owners Corporations acknowledge and accept that the delegation to the Agent is to be subject to the conditions and limitations in the Agreement and that the Vendor, being the sole owner member within the Owners Corporation, execute the contract of appointment.

c.) The common seal of the Owners Corporations are to be affixed to the Contract of Appointment.

4.1 Determination at a General Meeting

Pursuant to Section 82 of the Owners Corporation Act, the Owner Corporation resolved that revoking delegated management authority may only be determined by ordinary Resolution at a general meeting of the Owners Corporation

4.2 Management Fees

The Owners Corporation resolved to accept the management fees as payable to ABC Property Management (Vic) Pty Ltd, quarterly in advance and in accordance with the terms and conditions specified in the Contract of Appointment at $30,000 per annum subject to annual reviews including GST payable in advance.

In addition to the Management fee the Owners Corporation Manager is entitled to recover the cost of administrative disbursements in accordance with terms of the contract of appointment.

The Owners Corporation acknowledges that schedule 2.2 charges within the contract of appointment are charged on a user pays basis.

5. Financial Year and Budget

The Owners Corporation of PS726644F resolved that the financial year of the Owners Corporation will be from 29 November to 28 November in each year with the first financial year commencing 29 November 2021.

The Owners Corporation resolves to accept the projection of estimated expenses for the financial period commencing 29 November 2021 and that the proposed budget be adopted.

It was noted that during the first year for all new developments, the operation costs for the Owners Corporation are not known and budgets are estimated based on comparable sites and live data at the time the budget was prepared.

The operational costs for maintaining the common property and services become more evident following conclusion of the first financial year.

In the event of the operational costs exceeding the adopted budget a special levy will be required to fund the financial obligations of the Owners Corporation.

The budget and actual expenses for the financial year is reviewed at the annual general meeting of the Owners Corporation and adjusted in accordance with instructions of the Owners Corporation.

6. Contribution & Special Levies

6.1 Contributions

It was resolved that the fees be set in accordance with Part 3, section 23 of the Owners Corporation Act at $ 170,607.40 including GST per annum in total and the approved budget of the Owners Corporation be charged in accordance with the Lot Liability Schedule of that Owners Corporation, continuing at the same rate until changed by resolution at a general meeting of the Owners Corporation.

6.2 Payment and Due Date

The Owners Corporation resolved that:

a.) That the fees be set in accordance with Part 3 section 23 of the Owners Corporation Act at $ 170,607.40 including GST per annum with the first payment to cover fees from the date of 29 November 2021 to 28 February 2021 and shall be due and payable on that date.

b.) It was resolved that the fees be paid quarterly in advance, the first payment being due and payable on the 29 November 2021 and contributions thereafter be due and payable on the first day of each financial quarter.

c.) It was resolved that the Owners Corporation raise a special levy to the value of the initial premium plus insurance valuation in the total amount of $ 16,876.75 including GST and that this levy be charged to all Lots in accordance with the liability schedule of the Plan of Subdivision due and payable on

6.3 Penalty Interest

It was resolved that the Owners Corporation charge interest on money owed by a member to the Owners Corporation 28 days following the due date of fees and charges set under Part 3 section 29 (1) and (2) of the Owners Corporation Act at the maximum rate of interest payable under the Penalty Interest Rates Act 1983, effective from the date of this meeting and that te manager is authorised and directed to take whatever action is necessary including legal action to recover any amount owed.

7. Committee/ Owners Corporation Chairperson

It was resolved that Gary Pascu be appointed as the chairperson of the Owners Corporation until such a time that a special General Meeting is convened to appoint a committee of new Owners Corporation members.

It was resolved that the Owners Corporation delegate to the Chairperson all the powers and functions that may be delegated to a committee and as defined by the Owners Corporation Act 2006 and that the instrument of delegation be executed pursuant to this delegation.

8. Insurance

8.1 It was resolved that the Owners Corporation is to accept insurance that complies with its obligations to take out insurance under Part 3 sections 55, 56, 59, 60 and 61 and the following insurance policy are affected for the first year commencing 29 November 2021:

company name: Insurance Australia Limited trading as CGU

policy number: 06S3559049

type of policy: Residential Strata Insurance

buildings covered: 8 Webb Road Airport West

building amount: $ 13,600.00

public liability amount: $20,000,000

renewal date: 30 November 2022

8.2 It was resolved that the Owners Corporation appoints Arthur J Gallagher as the insurance broker for the Owners Corporation.

8.3 It was resolved that the Owners Corporation appoint the manager to obtain quotations and insurance valuation for the following year, and the manager accept renewal terms in accordance with the recommendations of the broker on behalf of the Owners Corporation and the manager is given standard authority to automatically renew the insurance policy.

8.4 It was resolved that a special levy be raised for the first year of insurance.

9. Agreements

9.1 It was resolved that the Owners Corporations authorise the manager to engage the services of suitably qualified contractors to conduct inspections and compliance reporting pe the requirements defined by the Occupancy Permit and Planning Permit (or as otherwise deemed necessary by the manager) in consultation with the Chairperson of the Owners Corporation.

9.2 It was resolved that the Owners Corporations authorise the manager to engage the services of suitably qualified contractors to provide scheduled maintenance as deemed necessary to enable the Owners Corporation to fulfil their obligations to maintain the common property in accordance with the Owners Corporation Act 2005.

9.3 Owners Corporation 1 resolved by special resolution pursuant to sections 10, 12(1)(b) and 14 that the Owners Corporation enter into and execute the Retail Grease Trap Lease of part of the common property 1 shown on the plan attached to the Lease and that the seal of the Owners Corporation be affixed and witnessed by the Chairperson as appointed nominee of the Original Owner.

9.4 Owners Corporation 2 resolved by special resolution pursuant to sections 12 and 14 that the Owners Corporations enter into and execute the Gym Agreement with Dila Pty Ltd pursuant to which Dila Pty Ltd will provide to the Owners Corporations and the Owners Corporations accept from Dila Pty Ltd the right for owners on the Plan to use and enjoy the services of the gym operating from Lot 2 of the Plan on the terms and conditions contained in the agreement and any rules applicable to all members of the gym for an annual fee payable of $30,000 in accordance with the agreement.

9.5 Owners Corporation 2 resolved by special resolution pursuant to sections 10, 12(1)(b) and 14 that the Owners Corporation enter into and execute the lift maintenance agreement with Kone Lift manufacturers for the maintenance and service of the lift.

Resolved by ordinary resolution and in accordance with sections 27 1, 2, and 3 that the Owners Corporation shall operate an individual bank account with Commonwealth Bank of Australia with funds to be held in trust for the Owners Corporation with signing authority to be the duly delegated staff member of ABC Property Management (Vic) Pty Ltd

Closure: There being no further business the meeting closed at 11.00am

.....

Chairperson

OWNERS CORPORATION (1) PLAN OF SUBDIVISION NO. PS 726644F
THE COMMON SEAL OF

OWNERS CORPORATION (2) PLAN OF SUBDIVISION NO. PS 726644F
THE COMMON SEAL OF

The common seals of Owners Corporation Plan number 726644F

were affixed and witnessed by and in the presence of the duly authorised representative of the owner in accordance with Section 20 of the *Owners Corporations Act 2006*.

ADDITIONAL RULES – ALFA APARTMENTS

Following is a list of additional rules that have been identified as being essential to the community living of Alfa Apartments

PS726644F

OWNERS CORPORATION **PS 726644F**
GENERAL AND SPECIAL RULES
8 WEBB ROAD AIRPORT WEST

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) Subrule (2) does not apply if the concession or rebate—

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

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

4. Use of common property

4.1 Use of common property

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

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

(3) An approval under subrule (2) may state a period for which the approval is granted.

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 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 the party's behalf at the meeting.

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

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

PART TWO

ADDITIONAL RULES

OWNERS CORPORATION RULES – UNLIMITED

Owners Corporation Rules (Including Car Park)

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In these rules unless the context indicates a contrary intention:

"Act" means the *Subdivision Act 1988*;

"Building" means the building constructed on the Land;

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

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

"Managing Agent" means the person for the time being appointed by the owners corporation as its managing agent or if no person is for the time being appointed, the secretary of the owners corporation;

"Plan" means Plan of Subdivision No. (eg: PS 736026C)

"Security Key" 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:

(a) headings are for convenience only and shall not affect interpretation,

(b) words denoting any gender shall include all genders,

(c) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency,

(d) 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,

(e) 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,

(f) a reference to an owners corporation includes any elected committee of the owners corporation, and

(g) a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

2. BEHAVIOR

2.1 A proprietor or occupier of a lot when on common property or on any pat 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 proprietor or occupier of another lot or to any person lawfully using common property.

2.2 A proprietor or occupier of a lot must not:

(a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or

(b) obstruct the lawful use of common property by any person;

(c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4.00pm to 9.00 am on weekdays.

2.3 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

2.4 A proprietor or occupier of a lot must not permit any persons under the control of that proprietor 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.

2.5 A proprietor or occupier of a lot must not interfere with the operation of any common entry/exit doors or the garage roller door. Any damages caused will be recovered against the offending resident.

3. SERVICES

Except for the purposes of maintenance and renewal and with the written consent of the owners corporation, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) the structural integrity of any part of the common property is impaired; or

(b) the provision of services through the lot or the common property is interfered with;

(c) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with.

4. INTERFERENCE

4.1 a proprietor or occupier of a lot must not, without the written authority of the owners corporation or its Managing Agent, interfere with the operation of any plant and equipment owned by the owner corporation installed on the common property.

4.2 a proprietor or occupier of a lot must not, without the written authority and consent of the owners corporation, remove any article from the common property placed there by direction and 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.

5. DAMAGE

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any part of the common property. All costs for the repairs of damaged areas will be on-charged to the member responsible.

5.2 A proprietor or occupier must not 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.

6. DEFECTS

A proprietor or occupier of a lot must immediately notify the owners corporation or its Managing Agent on becoming aware of any damage to or defect in the common property or any property of the owner corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

7.1 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:

(a) 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 proprietors or occupiers of any part of the common property.

8. FIRE

8.1 A proprietor or occupier of a lot 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.

8.2 a proprietor or occupier of a lot 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.

8.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to smoke detectors are replaced whenever necessary.

9. STORAGE

A proprietor or occupier of a lot must not:

(a) Except with the prior written consent of the owners corporation and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or

(b) Do or permit anything which may invalidate or suspend any insurance policy affected by the owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.

(c) Store any items in their allocated car space. All items must be stored in their allocated storage cage. Any items stored outside the storage cage may be removed by the owners corporation after providing the resident

with 7 days' notice. All removal and storage costs will be on-charged to the lot owner or the resident responsible.

A proprietor or occupier of a lot must not install a cage 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.

10. SECURITY AND SECURITY KEYS

10.1 a proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

10.2 the owners corporation may charge a reasonable fee for any additional Security Key required by the proprietor.

10.3 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licences of a lot to the occupier to ensure the return of the security key to the proprietor or the owner corporation.

10.4 A proprietor or occupier of a lot in possession of a security key must not without written consent from the owners corporation duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the owners corporation.

10.5 A proprietor or occupier of a lot must promptly notify the owners corporation if a security key issued to him is lost or destroyed.

11. CLEANING

11.1 a proprietor or occupier of a lot must keep that lot clean and in good repair.

11.2 a proprietor or occupier of a lot must 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 proprietor or occupier for the cost. The owners corporation will give fourteen (14) days notice of its intention to do such cleaning.

12. SIGNS BLINDS AND AWNINGS

12.1 A proprietor or occupier of a lot must not without the prior consent of the owners corporation erect or affix any sign or notice to any part of the common property unless approved by the owners corporation.

12.2 A proprietor or occupier of a lot must not install or permit the installation, any awnings other than as approved by the owners corporation.

13. APPEARANCE

Without limiting any other of these rules, a proprietor or occupier of a lot must not:

13.1 install bars, screens or grills or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the owners corporation;

13.2 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;

13.3 without the prior written consent of the owners corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;

13.4 install or operate any intruder alarm which emits an audible signal;

13.5 place, display or hang and chattel or item (including any item of clothing or any wind charms) on or from a balcony or terrace forming part of the common property;

13.6 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;

13.7 install any airconditioning unit in a lot other than place nominated by the owners corporation;

13.8 a proprietor or occupier of a lot must not place washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the owners corporation.

14. PAINTING AND FINISHINGS

A proprietor or occupier of a lot must not paint, finish or otherwise alter the external façade of the Building or any improvement forming part of the common property.

15. RUBBISH

A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose. The owners corporation has made available specific bin areas for such purpose and all rubbish (including recyclable items) must be disposed of in these bins.

16. OWNERS CORPORATION CONSENT

A consent given by the owners corporation under these rules will, if applicable be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the proprietor 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.

17. COMPLAINTS AND COMMUNICATION

Any complaint or application to the owners corporation must be addressed in writing to the Managing agent, or where there is no Managing Agent, the secretary of the owners corporation.

18. VEHICLES, PARKING LOTS AND BICYCLES

18.1 A proprietor or occupier of lot 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 Managing Agent from time to time in respect of parking;

18.2 a proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, 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.

18.3 A proprietor or occupier of a lot must not permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the owners corporation or its Managing Agent for such purpose and fitted with bicycle racks.

18.4 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motorcycle other than within parking spaces designated by the owners corporation. All vehicles must be registered and roadworthy, the owners corporation reserves the right to remove offending vehicles, trailers or motor cycles with no prior notice, should it be deemed an emergency, from common property and to re-coup all associated costs from the offending member.

18.5 A proprietor or occupier of a lot must not enclose any parking lot;

18.6 All lots have allocated storage cage installed. A proprietor or occupier of a lot must not instal any additional storage cages, cupboards in a parking lot or on common property;

18.7 A proprietor or occupier of a lot is not permitted to wash any vehicle in the Common Property or cark park lot or driveway.

19. COMPLIANCE

19.1 A proprietor or occupier of a lot which is subject to 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;

19.2 a proprietor of occupier of a lot 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 proprietor or occupier of a lot or their representative invitees.

19.3 Any breach of a rule or regulation will entitle the owners corporation to impose such fine or penalty as they deem appropriate from time to time as is advised to proprietors and occupiers.

19.4 The proprietor occupier of a lot 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 proprietor or occupier or their respective tenants, licensees or invitee.

20. INTERFERENCE

A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under the Building Management Agreement entered into from time to time.

21. BUILDING AND CONSTRUCTION

21.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to an owners corporation member's lot except in accordance with the following requirements:

(a) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor 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 min building entrance and lobby must not be used for the purposes of taking building materials or building workman 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;

21.2 without limiting the generality of sub paragraph 21.1(a) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) construction work must comply with all laws of the relevant Government Agencies;

(b) the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state.

21.3 before any of the proprietor or occupier's works commence the proprietor or occupier must:

(a) cause to effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the owners corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the owners corporation; and

21.4 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;

21.5 the proprietor or occupier of a lot 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 proprietor or occupier fails to immediately do so the owners corporation may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor 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;

21.6 The proprietor or occupier of a lot 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) to reimburse to the owners corporation the cost incurred or to be incurred by the owners corporation in making good any such damage.

22. SIGNS

A proprietor or occupier of a lot must not 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 without the prior written consent of the owners corporation (which consent will be granted in its absolute discretion)

23. SERVICES

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 lot owner or occupier causing the damage or blockage.

24. ACCESS

Except in the case of emergency (in which case no notice shall be required) upon one (1) days notice in writing the owners corporation or the committee or the owners corporation and its servants, agents and contractors shall be permitted to inspect the interior of any loot 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 lot owner in cases where such leakage or defect is due to any act or default of the said lot owner 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 lot owner or occupier as is reasonable in the circumstances.

25. ANIMALS

A proprietor or occupier of a lot may not keep an animal on common property unleashed. It must at all times be on a leash when on common property.

26. PRIVATE GARDEN BEDS

A proprietor or occupier of a lot with a private garden bed must maintain the garden bed and keep it well maintained. The owners corporation has the right to employ the services of a gardener in the event a 7 day notice to clean up the gardens is not acted on by the lot owner or occupier.

The owners corporation can recover the cost of the gardener from the lot owner or occupier.

27. MOVING OR VACATING

27.1 Residents moving furniture in or out at any time must not:

(a) permit any furniture or items to access or exit the building other than via the car park;

(b) permit any furniture or items to be transported via the lift without owners corporation consent;

(c) permit any vehicles to restrict access to car park;

(d) conduct operations so as to unduly restrict access of other residents, or restrict access to fire escapes;

(e) damage the common property.

28. BUSINESS

The proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:

(a) The trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots; and

(b) Any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and

(c) The planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

29. SPECIAL RULES FOR DEVELOPER

29.1 Special Rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and common property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

(a) Use any Lot as a display Lot to assist in the marketing and sale of other Lots;

(b) Place anywhere on the common property signs and other materials relating to sale of Lots;

(c) Conduct in a Lot or anywhere on the common an auction of a Lot;

(d) Use in any way it considers necessary any part of the common property for the purpose of selling Lots;

(e) Use in any way it considers necessary any part of the common property to facilitate completion of the construction works.

29.2 Proprietors Consent

Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hinderance of such Proprietor and agrees not to vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke or amend this Rule 29 or have the effect of adversely effecting the rights of the Developer in this Rule 29.

30. OWNERS CORPORATION OBLIGATIONS

The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and common property by the Developer and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Proprietors and Occupiers parts of the common property when it is necessary to do so.

31. Social or Affordable Housing

Nothing in these Rules:

(a) prevents or restricts a Member or Occupier from leasing or otherwise making available a Lot to a tenant who is eligible for social or affordable housing; or

(b) requires a Member or Occupier to obtain the consent of the Owners Corporation prior to leasing or otherwise making available a Lot to a tenant who is eligible for social affordable housing.

Arthur J. Gallagher

Level 3, 700 Springvale Rd, Mulgrave VIC 3170
T: (03) 9244 7777 **F**: (03) 9244 7788
E: mulgrave@ajg.com.au **W**: ajg.com.au

imar (insurance markets and rewards) is a trading name of Arthur J. Gallagher & Co (Aus) Limited, ABN 34 005 543 920, AFSL No. 238312. Part of a group of Australian and international companies owned by Arthur J. Gallagher & Co.

You are reminded that the policy mentioned below falls due for renewal on 30/11/2022. To ensure your continued protection, please forward your payment to this office by the renewal date unless otherwise specified.
THIS BECOMES A TAX INVOICE WHEN PAID IN FULL

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 24/11/2022
Invoice No: 842382
Our Reference: PS726644F

Should you have any queries in relation to this account, please contact your Account Manager
Padhraic Duffy

PS726644F
12 Andrew Crt
CLARINDA VIC 3169

Class of Policy: Strata Title Insurance
Insurer: Insurance Australia Limited (T/as CGU)
GPO Box 9902, Melbourne 3001
ABN: 11 000 016 722
The Insured: PS726644F

RENEWAL
Policy No: 06S3579706
Period of Cover:
From **30/11/2022**
to **30/11/2023** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured.
If the details below are incorrect or blank, please contact us.

Commercial Strata
8-10Webb Road, Airport West VIC 3042

Please ensure you review our Important Notices in respect to -
- Your Duty of Disclosure
- Non-Disclosure
- Financial Ombudsman Service
- Average (Co-insurance)
- Cancellation
- General Advice Notice
- Client & Third Party Provider Notice
- Complaints and dispute resolution procedures

Important notices are attached to this communication.

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
$14,521.34	$300.00	$0.00	$1,520.15	$1,597.36	$380.15

TOTAL **$18,319.00**

Biller Code: 352849
Ref: 0130709266169969
Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au

Our Reference: PS726644F
Invoice No: 842382
Acct Man: PD SBCCOM

Acct Name: Arthur J Gallagher & Co (Aus) Ltd
BSB: 033031 Account: 323620
Reference: PS726644F 842382

Mail this portion with your cheque payable to:
Arthur J Gallagher & Co (Aus) Ltd
PO Box 500
MULGRAVE VIC 3170

To pay with your
VISA or Mastercard
Call 1800 290 539 or
Visit payment.ajg.com.au
Client Ref: 0170926X Invoice Ref: 842382

AMOUNT DUE **$18,319.00**

Schedule of Insurance

Class of Policy:	Strata Title Insurance	**Policy No:**	06S3579706
The Insured:	PS726644F	**Invoice No:**	842382
		Our Ref:	PS726644F

This policy has been placed through

STRATA UNIT UNDERWRITING AGENCY PTY LTD
ABN 30 089 201 534
5/263 Alfred Street, North Sydney NSW 2060

STRATA UNIT UNDERWRITING AGENCY PTY LTD is an underwriting agency who has placed the policy with

Insurance Australia Limited (T/as CGU)
ABN 11 000 016 722
GPO Box 9902, Melbourne 3001

Policy Type: Commercial Strata Insurance

Period of Insurance: 30/11/2021 at 4pm to 30/11/2022 at 4pm

Situation: 8-10 Webb Road, Airport West VIC 3042

Insured: PS726644F

Section 1:	Building including Common Contents	$13,872,000
	Loss of Rent/Temporary Accommodation (15%)	$2,080,000
	Additional Loss of Rent/Temporary Accommodation	Not Insured
	Catastrophe	$2,080,000
Section 2:	Glass	Included
Section 3:	Theft	Included
Section 4:	Liability	$20,000,000
Section 5:	Fidelity Guarantee	$100,000
Section 6:	Office Bearers Liability	$100,000
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 & Safety Breaches	$100,000
Section 11:	Machinery Breakdown	$100,000
Section 12:	Lot Owners Improvements (Per Unit)	$250,000
Section 13:	Workers Compensation	Not Insured

Interested Party: Latrobe Financial Services Pty Ltd
Perpetual Corporate Trust Ltd

Excess:

Section 1 - $2,000 each malicious damage, vandalism & graffiti claim for each vacant lot
Section 1 - $1,000 all other claims + as per policy wording
Section 2 - $2,000 each claim for each vacant lot
Section 2 - $1,000 all other claims
Section 3 - $2,000 each claim for each vacant lot
Section 3 - $1,000 all other claims
Section 11 - $1,000 all claims

Class of Policy:	Strata Title Insurance	**Policy No:**	06S3579706
The Insured:	PS726644F	**Invoice No:**	842382
		Our Ref:	PS726644F

Total number of units: 56 Apartments and 2 Showrooms

The following special terms/conditions form part of our quotation in respect to the above named insured.

SPECIAL TERMS/CONDITIONS
The following special terms/conditions form part of our quotation in respect to the above named insured.

Construction/ Building Work Endorsement
This policy is issued on the condition that any loss arising from any construction &/or building works caused by either directly or indirectly will be excluded under this policy.
In addition cover is subject to the works being performed by licensed contractors who must hold current public liability and construction insurance for the duration of the contract.
Cover for contents excludes any unfixed items that are designed to be permanently fixed to a building which may be awaiting installation.

Machinery Breakdown - Ex Chillers & Lifts
Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:
1. Centrifugal chillers
2. Lifts not having in force at all times a full maintenance agreement including parts and labour.

Optional Benefit 1. Floating Floors
Optional Benefit 1. Floating Floors is included.

Residential - Unregistered Strata or Related Scheme Properties
Cover under this policy is subject to registration of the above property as a strata or related scheme within 60 days of the inception date of the policy. Failure to register the above property within this time frame may result in cancellation of the policy.

Sections 5,6,7,8,9,10 & 12 of the above policy do not become operative until registration of the strata or related scheme.
Immediately upon registration of the strata or related scheme the policy will cease to provide cover for current owners or parties that have an estate or interest in the property (including builders &/or developers) in respect to items considered by relevant state legislation as owners contents (ie carpets, paintwork, blinds, curtains etc) together with loss of rent and public liability as property owners of individual lots.

This Policy Schedule is to be read in conjunction with the Product Disclosure Statement. A policy booklet, setting out the terms and conditions, is in your possession. If you have any questions relating to the cover, please contact this office immediately.

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.

Date: 14-Aug-2023

Your Ref: 69802049-024-8:94684

LANDATA BY WEBSERVICE GATEWAY
PO Box 500
EAST MELBOURNE VIC 8002

Re: Land Information Certificate (Section 229 LGA 1989)
Certificate No. 114178

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under *The Local Government Act, 1958, Local Government Act 1989*, or under a Local Law or By Law of the Council. ***NB: This Certificate is valid for a period of 90 days from the date of issue.*** This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Assessment No. 292711-9 **Parish of Doutta Galla**

Property Situated : 213/8 Webb Road, AIRPORT WEST VIC 3042

Operation date of valuation is 01-Jul-2023 based on level of value as at 01-Jan-2023.

SITE VALUE: $35,000 **CIV: $440,000** **NAV: $22,000**

For Rates and Charges please see table on the following page.

Be open | Know your impact | Make it count

Moonee Valley City Council 9 Kellaway Avenue Moonee Ponds
PO Box 126 Moonee Ponds Victoria Australia 3039 | 03 9243 8888 | council@mvcc.vic.gov.au
mvcc.vic.gov.au | mooneevalleycc

City of Moonee Valley

RATES & CHARGES LEVIED FOR THE 2023/2024 FINANCIAL YEAR

Certificate Number. 114178

Rates are levied on the Capital Improved Value (CIV) at either **0.00181285** cents in the dollar on Residential assessments, OR **0.00222981** cents in the dollar on Non-Residential assessments for the **rating period 1 July 2023 to 30 June 2024**.	**BALANCE OUTSTANDING**	
	General Rates/Municipal Charge	959.55
	Fire Service Property Levy Garbage Charge	145.25
Interest charges may be applied on late instalment payments for the amount of the unpaid instalment from the due date of the instalment. **Payment in full in February is no longer a Council payment option.**	Arrears of Rates & Charges:	0.00
	Interest on Rates to Date: Arrears – Current	0.00 0.00
In accordance with Section 175(1) of the *Local Government Act 1989*, the purchaser must pay all arrears, interest and legal costs upon settlement.	Legal Costs: Current Arrears	0.00 0.00
General Notation:	Property Related Debts: Property Special Rate/Charge	0.00 0.00
_____	Less Payments Received	**0.00**
	Amount Refunded	**0.00**
	Less Rebates	**0.00**
	TOTAL RATES & CHARGES DUE:	**$1,104.80**

Assessment No. 292711-9

Property Situated : 213/8 Webb Road, AIRPORT WEST VIC 3042

Payment Options:

BPAY Biller Code: 93658
Ref: 2927119

Mail Cheques to:
Moonee Valley City Council
PO Box 126
Moonee Ponds VIC 3039

SPECIAL CIRCUMSTANCES:

PARKING PERMITS

- **The property may or may not be eligible for parking permits under the current Municipal Parking Policy. Please contact Council's Citizen Services unit on 9243 8888 for further information.**

POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT/OTHER INFORMATION

- Potential liability for rates under the *Cultural & Recreational Lands Act 1963* - **NOT APPLICABLE**

- Potential liability for land to become rateable under Section 173 or 174A of the *Local Government Act 1989* - **NOT APPLICABLE**
- Any outstanding amount or any transfer of land required for recreational purposes under Section 18 of the *Subdivision Act 1988 or Local Government Act 1958* - **NOT APPLICABLE**
- Any notice or orders under *Local Government Act 1958 or 1989*, or Local Law or By Law - **NOT APPLICABLE**

Please note:

1. After the issue of this Certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Verbal confirmation of any variation to amount will only be given for a period of 90 days after date of issue. For settlement purposes after 90 days, a new Certificate must be applied for.

2. In accordance with Section 175(1) Local Government Act 1989, the purchaser must pay any current rate or charges on the land and any arrears of rates and charges (including interest) which are due and payable.

3. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Act 1983* until such time as payment of outstanding rates and charges is made.

4. Balances shown subject to clearance of payments.

For further information, please contact Citizen Services on 9243 8888.

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

Yours sincerely

Rocky Iannello
Coordinator Revenue

Be open | Know your impact | Make it count

Moonee Valley City Council 9 Kellaway Avenue Moonee Ponds
PO Box 126 Moonee Ponds Victoria Australia 3039 | 03 9243 8888 | council@mvcc.vic.gov.au
mvcc.vic.gov.au | mooneevalleycc

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1254 4405 5116

DATE OF ISSUE - 8/08/2023

APPLICATION NO.
1141161

LANDATA COUNTER SERVICES

YOUR REF.
69820746-033-0

SOURCE NO. 99904685210

PROPERTY: 213/8 WEBB ROAD AIRPORT WEST VIC 3042

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and forty five dollars and fifty nine cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	118.16	Quarterly	30/09/2023	29.54	29.54
PARKS SERVICE CHARGES	84.86	Annually	30/06/2024	84.86	84.86
WATER NETWORK CHARGE RESIDENTIAL	206.40	Quarterly	30/09/2023	51.60	51.60
SEWERAGE NETWORK CHARGE RESIDENTIAL	269.56	Quarterly	30/09/2023	67.39	67.39
TOTAL	678.98			233.39	233.39

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	233.39
Volumetric charges owing to 26/07/2023.	45.49
Adjustments	-278.88
Current amount outstanding	0.00
Plus remainder service charges to be billed	445.59
BALANCE including unbilled service charges	445.59

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 4405 5116

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1254 4405 5116

DATE OF ISSUE - 8/08/2023

APPLICATION NO.
1141161

Please note the water meter on this property was last read on 26/07/2023.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 26/07/2023 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	$0.41 per day
Sewerage Disposal Charge	$0.10 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 26/07/2023 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1254 4405 5116

DATE OF ISSUE - 8/08/2023

APPLICATION NO.
1141161

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:



ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Encumbrance Plan

8 WEBB ROAD AIRPORT WEST 3042

Application No. 1141161



LEGEND

Circular Manhole		Recycled Water Main	MW SW	MW Sewer Main	N
Inspection Shaft	MW DR CH	MW Channel	MW ASW	MW Abandoned Sewer Main	
Sewer Main	MW DR ACH	MW Abandoned Channel	MW WS	MW Water Main	
Abandoned Sewer Main	MW DR NW	MW Natural Waterway	MW AWS	MW Abandoned Water Main	
Water Main	MW DR UG	MW Underground Drain		MW Manhole	
Abandoned Water Main	MW DR AUG	MW Abandoned Underground Drain	A	MW Abandoned Manhole	Date: 08/08/2023

Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Makdesi & Associates C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 444662

NO PROPOSALS. As at the 7th August 2023, 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®.

Unit 213 8 WEBB ROAD, AIRPORT WEST 3042
CITY OF MOONEE VALLEY

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: 7th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 69802049 - 69802049091209 '444662'

Property Clearance Certificate

Land Tax

INFOTRACK / MAKDESI & ASSOCIATES

Your Reference:	07-2023/20682
Certificate No:	66445650
Issue Date:	07 AUG 2023
Enquiries:	ESYSPROD

Land Address: UNIT 213, 8 WEBB ROAD AIRPORT WEST VIC 3042

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48694926	213	726644			$0.00

Vendor: KURT DANIELLS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR KURT ROBERT DANIELLS	2023	$35,000	$0.00	$0.00	$0.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$490,000
SITE VALUE:	$35,000
CURRENT LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 66445650

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 cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. 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.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $35,000

Calculated as $0 plus ($35,000 - $0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 66445650

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: 66445650

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

Windfall Gains Tax

INFOTRACK / MAKDESI & ASSOCIATES

Your Reference:	07-2023/20682
Certificate No:	66445650
Issue Date:	07 AUG 2023

Land Address:	UNIT 213, 8 WEBB ROAD AIRPORT WEST VIC 3042

Lot	Plan	Volume	Folio
213	726644		

Vendor: KURT DANIELLS

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: 66445650

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 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.

General information

8. 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.
9. 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.
10. 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

Biller Code: 416073
Ref: 66445651

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: 66445651

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.