

VENDOR STATEMENT

PARTIES

RACHEL LOUISE CROSS (formerly MOLLISON)

Vendor

-and-

Purchaser

PREMISES:

208/1 QUEEN STREET, BLACKBURN VIC 3130



MACKINNON JACOBS LAWYERS

Level 1, 151 Boronia Road, Boronia VIC 3155

PO Box 340, Boronia VIC 3155

DX: 15501 Boronia

Tel: 1300 424 452

Fax: 03 9762 1634

Ref: 22001892:BAI:CB

Email: cbetts@mjhi.com.au

The Vendor makes this vendor statement (**Statement**) concerning the Property pursuant to section 32 of the Sale of Land Act 1962 (**Act**).

This Statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs a contract.

The Vendor may sign this Statement electronically.

The Purchaser acknowledges being given a copy of this Statement signed by the Vendor with attached documents before the Purchaser signed any contract.

Land use

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered):

(a) Description:

As set out in the attached copies of title documents.

(b) Particulars of any existing failure to comply with their terms are as follows:

None to the Vendor's knowledge

(c) There is access to the Property by road.

Planning

Information concerning any planning instrument is contained in the attached certificate.

Financial matters

Information concerning any rates, taxes, charges or other similar outgoings and any interest payable on any part of them:

(d) The total amount does not exceed \$4,500.00 (approx.) p.a.

(a) Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may become liable in consequence of the purchase of the Property are:

(i) an apportionment of outgoings at settlement and any additional amounts assessed as a rate, tax or charge upon the Property after the day of sale.

(b) The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is: none to the Vendor's knowledge.

Services

The following services (marked "X") are not connected to the Property:

Electricity	
Gas	

Water	
Sewerage	
Telephone	

Building approvals

Particulars of any building approval granted in the past seven years under the Building Control Act 1981 (Vic) or the Building Act 1993 (Vic) are contained on the attached Occupancy Permit.

Notices

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any Notice of intention to acquire under section 6 of the Land Acquisition and Compensation Act 1986 (Vic):

None to the Vendor's knowledge.

- (b) Particulars of any notices, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes:

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.

Bushfire prone

The Property is not in a bushfire prone area within the meaning of regulations made under the Building Act 1993 (Vic).

Owners corporation

- (a) The Property is affected by an owners corporation within the meaning of the Owners Corporations Act 2006 (Vic).
- (b) A copy of the Owners Corporation Certificate issued in respect of the Property in accordance with section 151 of Owners Corporation Act 2006 (Vic) is attached.

Growth areas infrastructure contribution (GAIC)

The property is not affected by GAIC.

Disclosure of energy efficiency information

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

- (a) used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) having a net lettable area of at least 1000 sqm, (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.

Title

- (a) Registered title

Attached are copies of the following documents concerning the title to the Property:

- (i) register search statement for Certificate of Title Volume 11977 Folio 808;
- (ii) plan of subdivision or proposed plan of subdivision for 724915L;

Due diligence checklist

The due diligence checklist is attached.

Signing

Signed by the Vendor

Rachel Louise Cross

/ / 20

Date of this Statement

Signed by the Purchaser

Print full name

/ / 20

Date of the Purchaser's acknowledgement

Signed by the Purchaser

Print full name

/ / 20

Date of the Purchaser's
acknowledgement

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 \(consumer.vic.gov.au/duediligencechecklist\)](http://consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time. The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11977 FOLIO 808

Security no : 124081804935V
Produced 24/02/2020 12:45 PM

LAND DESCRIPTION

Lot 208 on Plan of Subdivision 724915L.

PARENT TITLES :

Volume 06922 Folio 385 Volume 07934 Folio 065 Volume 10462 Folio 298
Volume 10950 Folio 683 Volume 10950 Folio 687 Volume 10950 Folio 692
Created by instrument PS724915L 02/05/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RACHEL LOUISE MOLLISON of 10 UNICORN STREET PAKENHAM VIC 3810
AR062852C 28/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR062853A 28/05/2018
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE PS724915L 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: 1 QUEEN STREET BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 17914D NAB BROKER
Effective from 28/05/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS724915L

DOCUMENT END

PLAN OF SUBDIVISION	EDITION 1	PS 724915L
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<p>PARISH: NUNAWADING</p> <p>TOWNSHIP: ----</p> <p>SECTION: ----</p> <p>CROWN ALLOTMENT: ----</p> <p>CROWN PORTION: 83 (PART)</p> <p>TITLE REFERENCE: VOL:10462 FOL:298, VOL:10950 FOL:683, VOL:10950 FOL:687, VOL:10950 FOL:692, VOL:6922 FOL:385, VOL:7934 FOL:065</p> <p>LAST PLAN REFERENCE: LP3131 (LOTS 63 & 65), TP864343K</p> <p>POSTAL ADDRESS: (at time of subdivision) 1 QUEEN STREET, BLACKBURN 3130</p> <p>MGA 94 CO-ORDINATES: (approx. centre of land in plan) E 337330 N 5812770 ZONE: 55</p>	<p>Council Name: Whitehorse City Council</p> <p>Council Reference Number: CRT/6710 Planning Permit Reference: WH/2017/559 SPEAR Reference Number: S107363V</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Aileen Lam for Whitehorse City Council on 11/04/2018</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING	This is/is not a staged subdivision Planning Permit No.
NIL	NIL		
<p>----- DENOTES STRUCTURE (NON BOUNDARY)</p> <p>B - BALCONY</p> <p>P - PROJECTION OF CEILING</p> <p>CPNo.1 - COMMON PROPERTY No.1</p> <p>T - TERRACE</p>		<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS INTERIOR FACE: ALL BOUNDARIES</p> <p>COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.</p> <p>ALL PILLARS, SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 1 UNLESS SHOWN OTHERWISE.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.</p> <p>THE CAR STACKER MECHANISM IS CONTAINED WITHIN COMMON PROPERTY No.1</p>	

EASEMENT INFORMATION

Easements & Rights Implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement				
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	AS PROVIDED FOR IN SECTION 207(C) OF THE L.G.A. 1989	3.66	SECTION 207(C) OF THE L.G.A. 1989	YARRA VALLEY WATER LTD.
E-2	CARRIAGEWAY FOR THE PURPOSE OF INGRESS AND EGRESS OF THE VEHICLE STACKING MECHANISM ONLY (LIMITED IN HEIGHT AND DEPTH) SEE SECTIONS A-A' AND B-B'	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN

<p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	LICENSED SURVEYOR ROSS NICHOLSON	
	DATE 01/05/18 REFERENCE 29899003	ORIGINAL SHEET SIZE A3
	VERSION G DRAWING 2989900AG	SHEET 1 OF 18 SHEETS
Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 27/03/2018, SPEAR Ref: S107363V		PLAN REGISTERED TIME: 1.22 Pm DATE: 2/05/18 M.Holloway Assistant Registrar of Titles

PLAN OF SUBDIVISION

PS 724915L

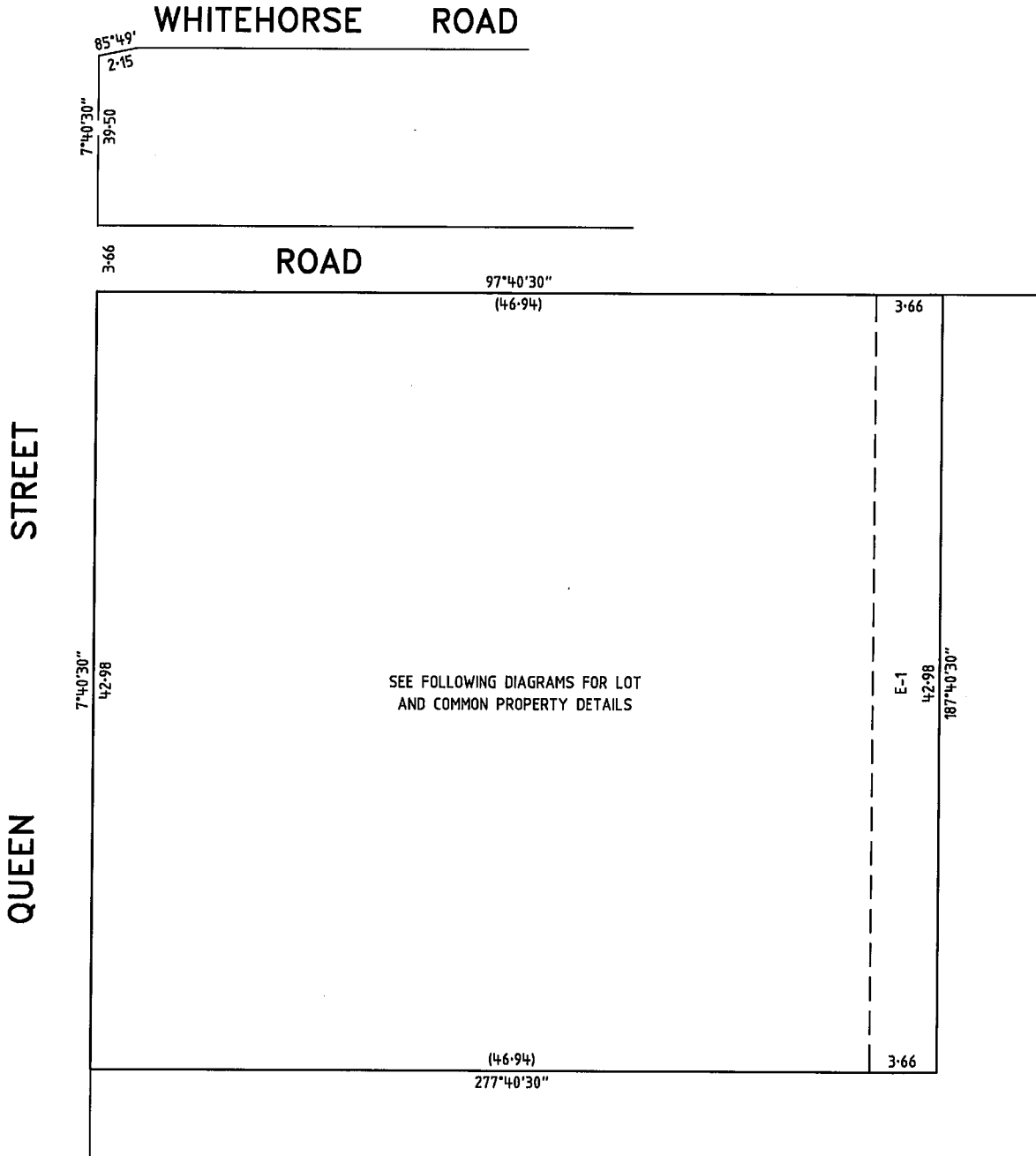
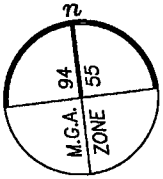

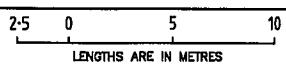
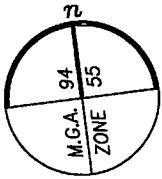


DIAGRAM 1
SITE PLAN

<p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	 <p>LENGTHS ARE IN METRES</p>
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	VERSION G	DRAWING 2989900AG	SHEET 2
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PLAN OF SUBDIVISION

PS 724915L



QUEEN STREET

ROAD

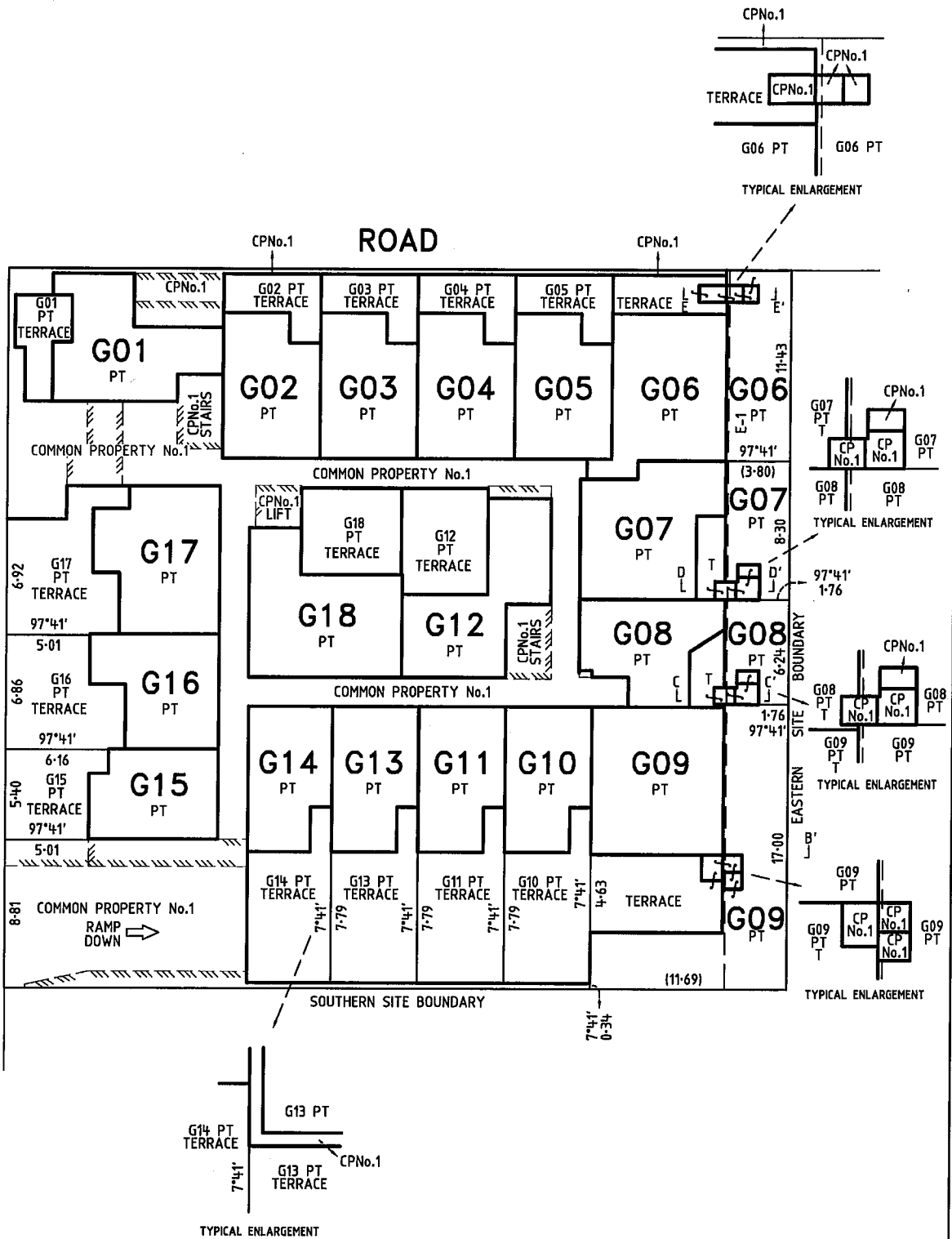
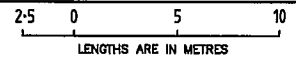


DIAGRAM 2
GROUND STOREY

LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250



DATE 01/05/18
VERSION G

REFERENCE 29899003
DRAWING 2989900AG

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SHEET 3

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Vic 3205 Australia
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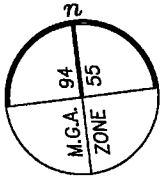


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PLAN OF SUBDIVISION

PS 724915L



ROAD

STREET

QUEEN

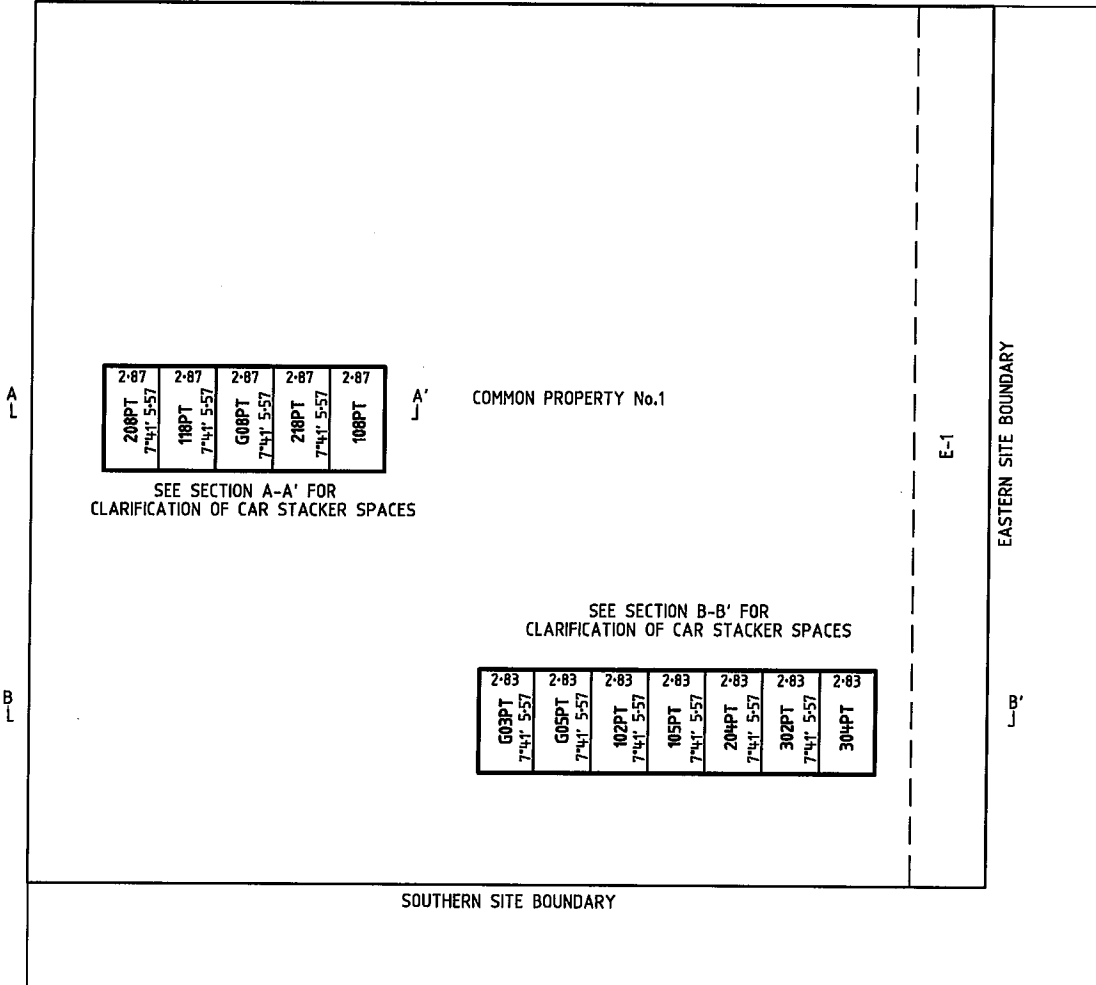


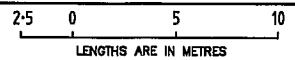
DIAGRAM 3
BELOW LOWER BASEMENT LEVEL

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 16 Eastern Road South Melbourne
 Vic 3205 Australia
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LICENSED SURVEYOR ROSS NICHOLSON

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1:250



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VERSION G

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SHEET 4

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 SPEAR Ref: S107363V

PLAN OF SUBDIVISION

PS 724915L

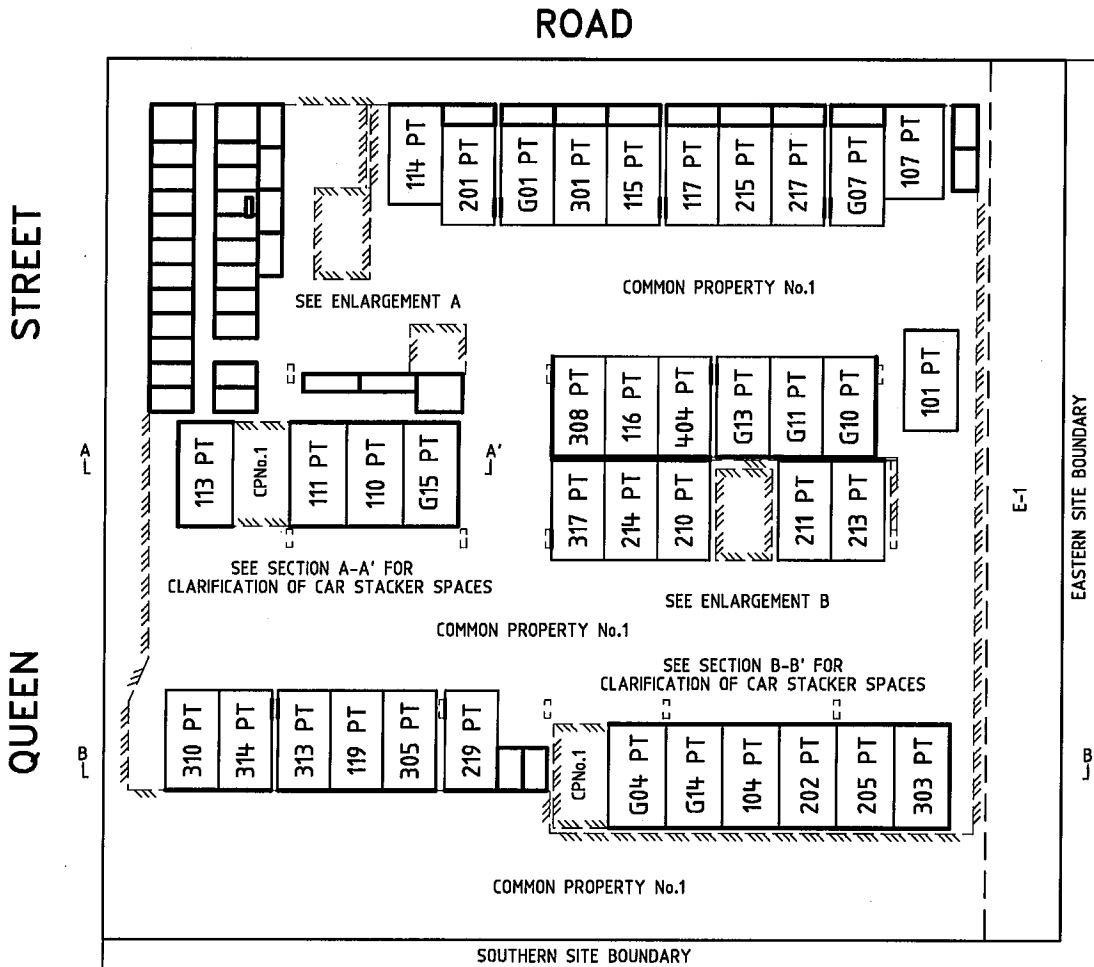
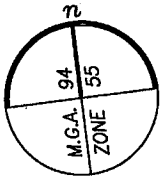

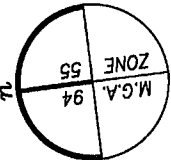


DIAGRAM 4
LOWER BASEMENT LEVEL

<p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES	
	DATE 01/05/18	REFERENCE 29899003	ORIGINAL SHEET SIZE A3	
	VERSION G	DRAWING 2989900AG	SHEET 5	
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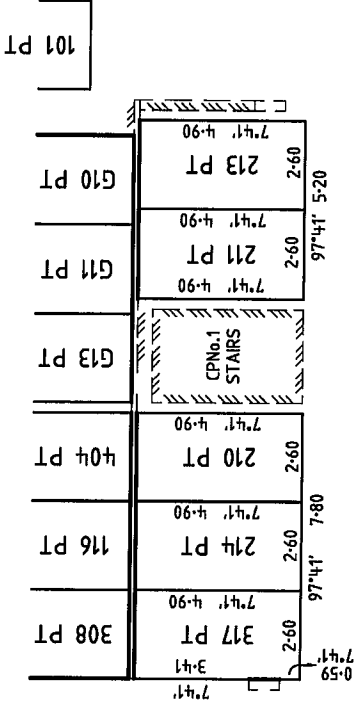
Amended by: Ross Andrew Nicholson, 02/05/2018.



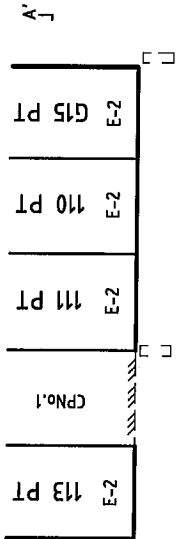
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PS 724915L

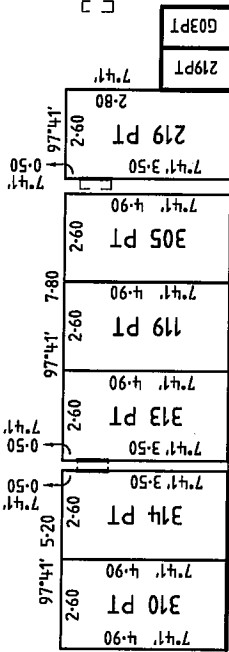
SEE ENLARGEMENT A



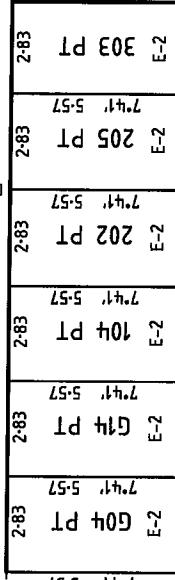
SEE SECTION A-A' FOR CLARIFICATION OF CAR STACKER SPACES



COMMON PROPERTY No.1



SEE SECTION B-B' FOR CLARIFICATION OF CAR STACKER SPACES



COMMON PROPERTY No.1

QUEEN STREET

EASTERN SITE BOUNDARY

SOUTHERN SITE BOUNDARY

LOWER BASEMENT LEVEL (PART)
ENLARGEMENT B



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LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18 REFERENCE 29899003

VERSION G DRAWING 2989900AG

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LENGTHS ARE IN METRES

SCALE 1:150

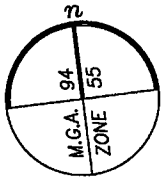
ORIGINAL SHEET SIZE A3
SHEET 7

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11/04/2018,
SPEAR Ref: S107363V

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27/03/2018, SPEAR Ref: S107363V

PLAN OF SUBDIVISION

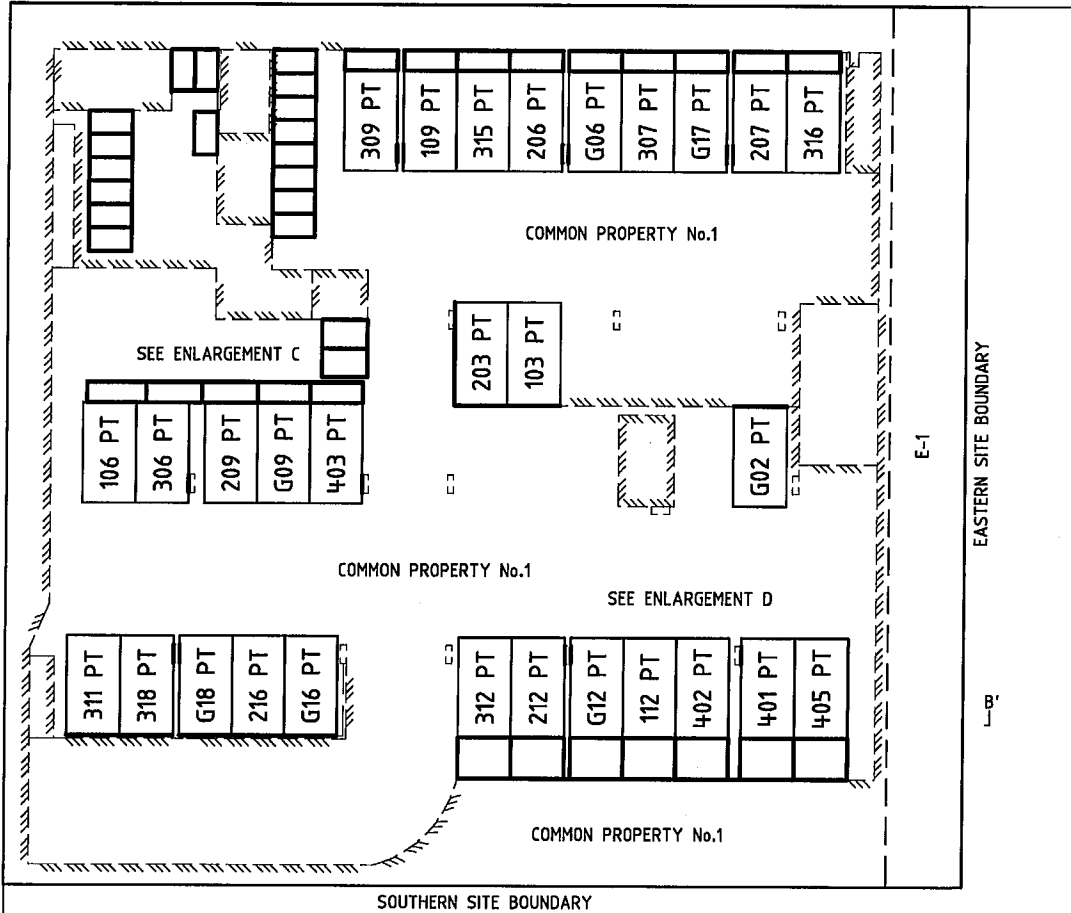
PS 724915L



STREET

ROAD

QUEEN



**DIAGRAM 5
UPPER BASEMENT LEVEL**

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 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR ROSS NICHOLSON

SCALE
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VERSION G

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DRAWING 2989900AG

ORIGINAL SHEET SIZE A3
SHEET 8

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 27/03/2018, SPEAR Ref: S107363V

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 11/04/2018,
 SPEAR Ref: S107363V

PS 724915L

PLAN OF SUBDIVISION

ROAD

STREET

QUEEN

EASTERN SITE BOUNDARY

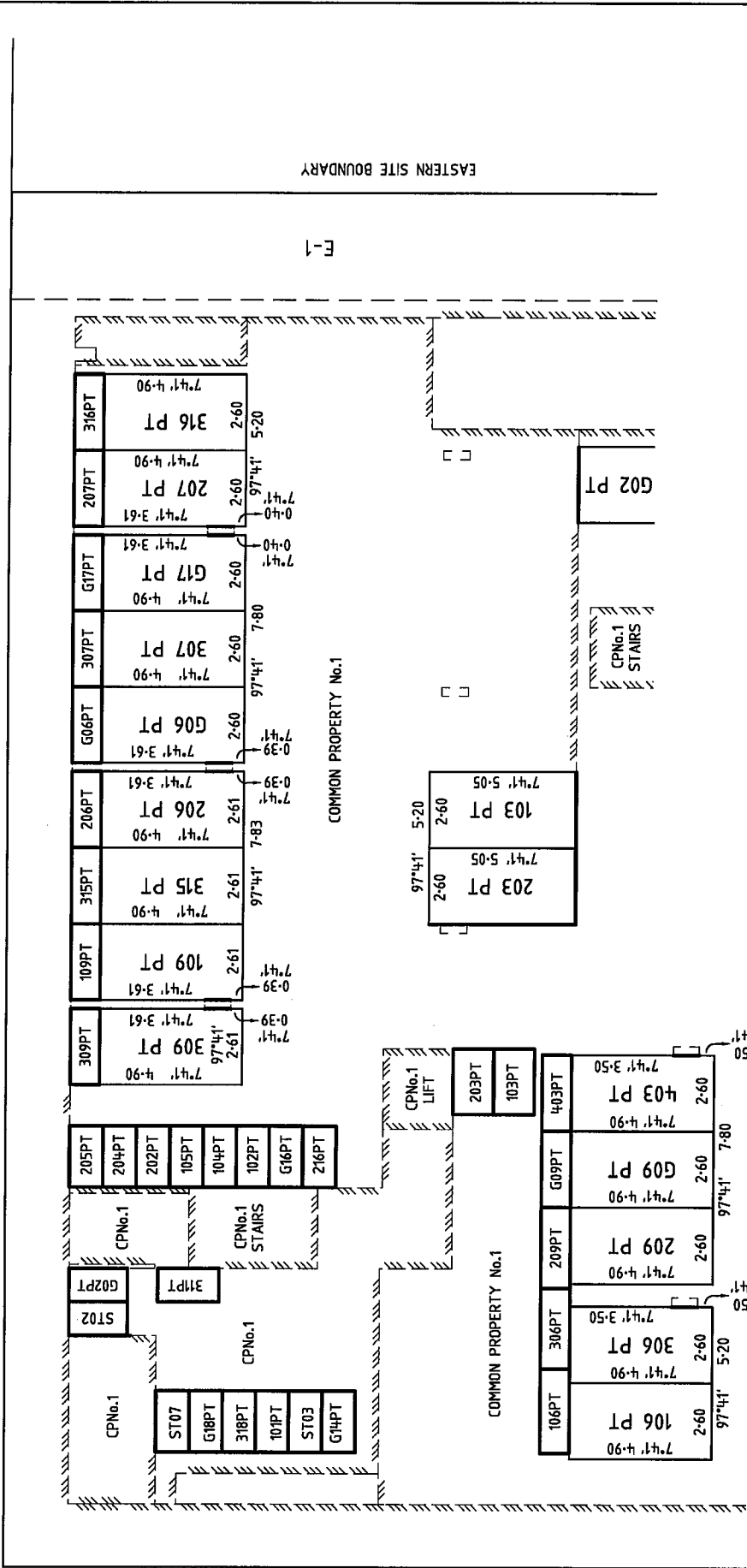
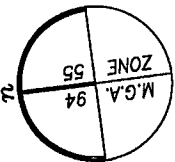
F-1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE ENLARGEMENT D

UPPER BASEMENT LEVEL (PART)
ENLARGEMENT C



Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 5992

Amended by: Ross Andrew Nicholson, 02/05/2018.

LICENSED SURVEYOR ROSS NICHOLSON
 DATE 01/05/18 REFERENCE 29899003
 VERSION G DRAWING 2989900AG

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
 27/03/2018, SPEAR Ref: S107963V

Digitally signed by: Whitehorse City Council,
 11/04/2018, SPEAR Ref: S107963V

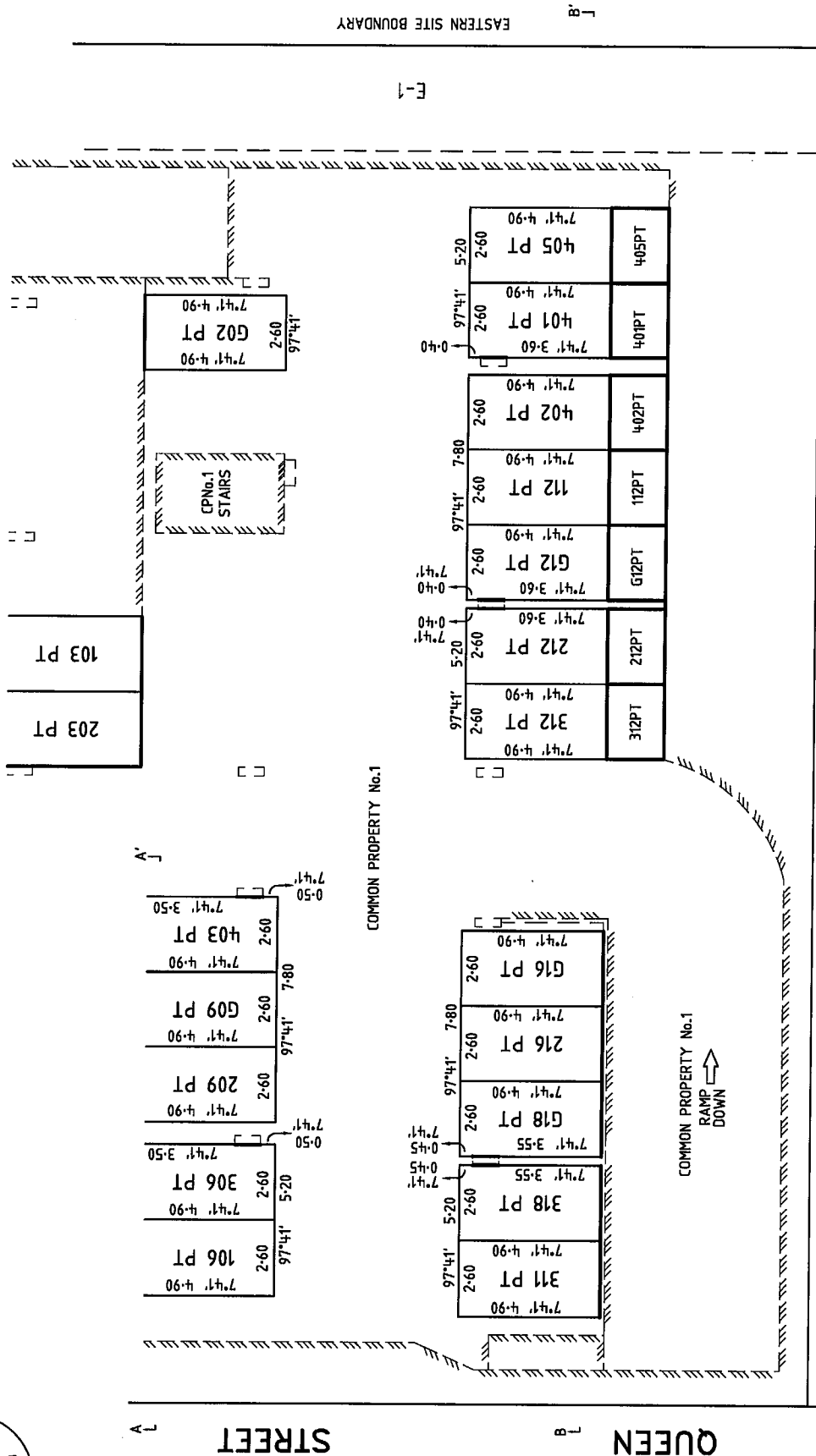
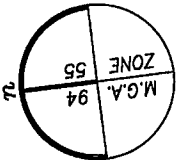
SCALE 1:150 ORIGINAL SHEET SIZE A3 SHEET 9

1:5 0 3 6 LENGTHS ARE IN METRES

PS 724915L

PLAN OF SUBDIVISION

SEE ENLARGEMENT C



UPPER BASEMENT LEVEL (PART)
ENLARGEMENT D

SOUTHERN SITE BOUNDARY

SCALE
1:150

15 0 3 6
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SHEET 10

Digitally signed by:
Whitehorse City Council,
11/04/2018,
SPEAR Ref: S107363V

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Surveyor's Plan Version (G),
27/03/2018, SPEAR Ref: S107363V



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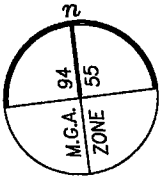
Amended by: Ross Andrew Nicholson, 02/05/2018.

LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18
VERSION G
REFERENCE 29899003
DRAWING 2989900AG

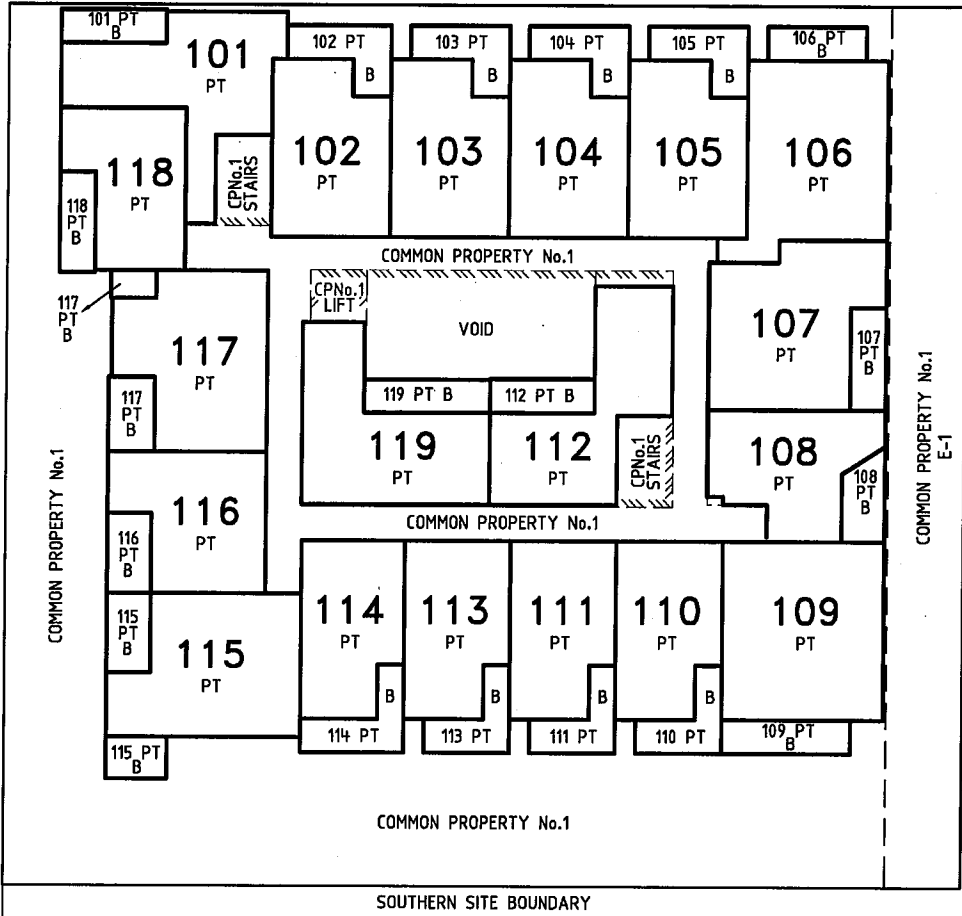
PLAN OF SUBDIVISION

PS 724915L



QUEEN STREET

ROAD



COMMON PROPERTY No.1
EASTERN SITE BOUNDARY

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

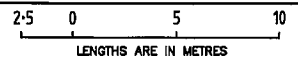
DIAGRAM 6
FIRST STOREY

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LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250



DATE 01/05/18
VERSION G

REFERENCE 29899003
DRAWING 2989900AG

ORIGINAL SHEET SIZE A3
SHEET 11

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PLAN OF SUBDIVISION

PS 724915L

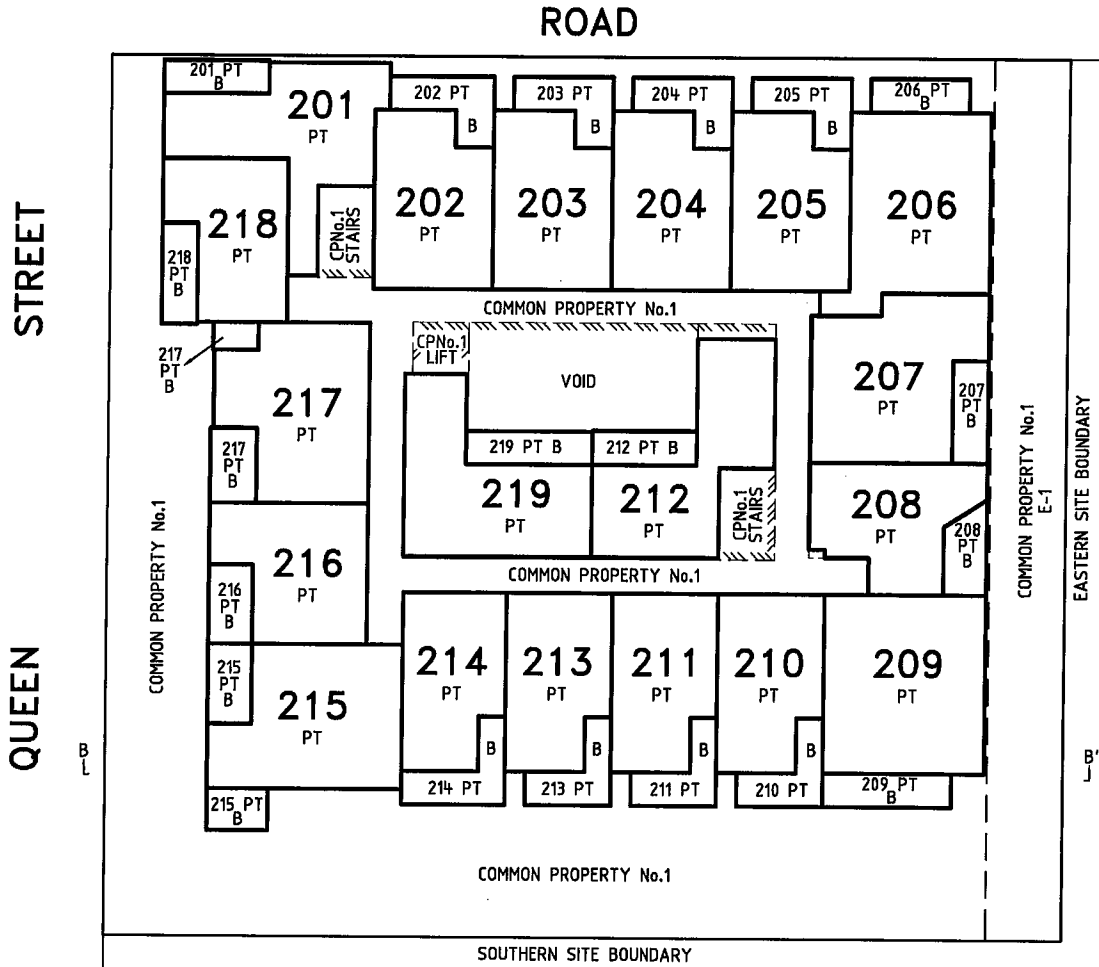
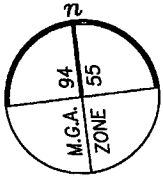


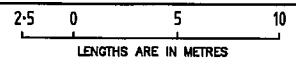
DIAGRAM 7
SECOND STOREY

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LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250



DATE 01/05/18
VERSION G

REFERENCE 29899003
DRAWING 2989900AG

ORIGINAL SHEET SIZE A3
SHEET 12

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PLAN OF SUBDIVISION

PS 724915L

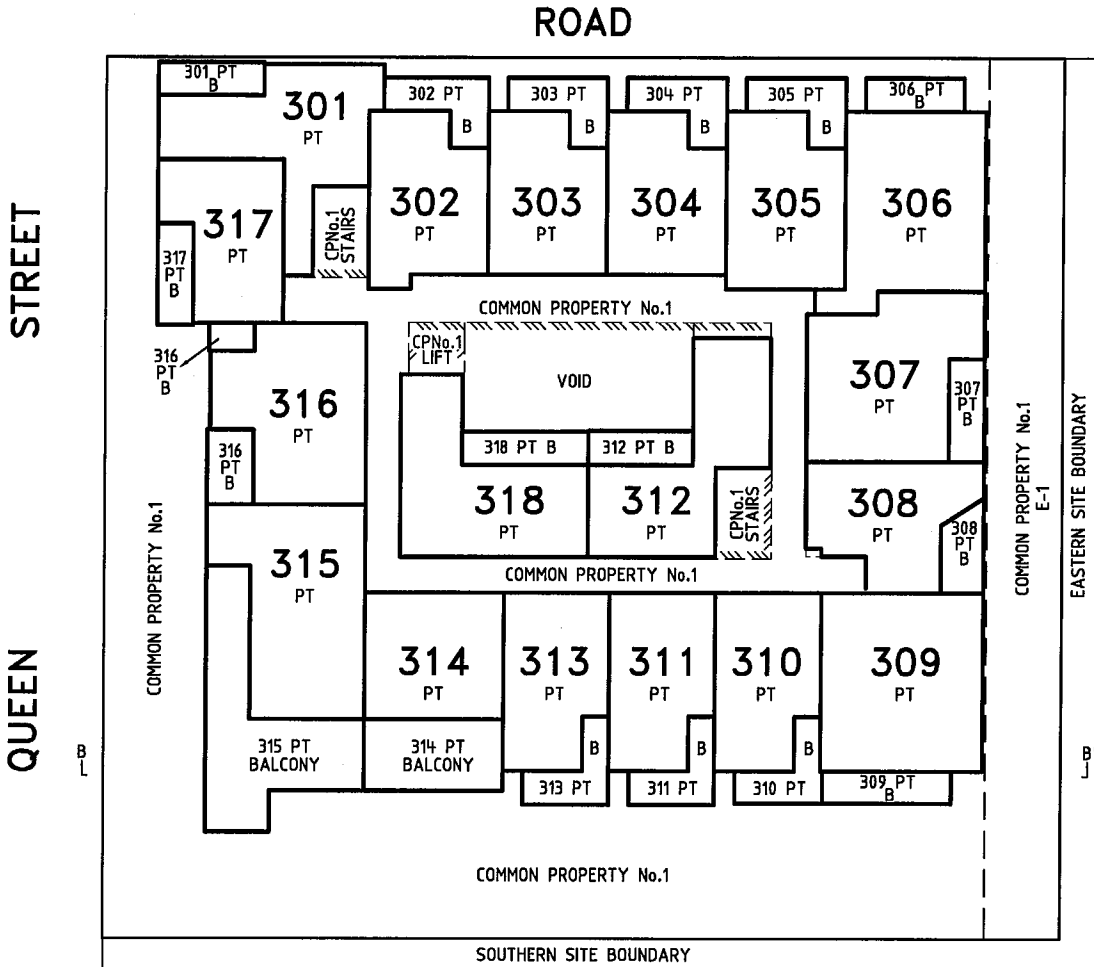
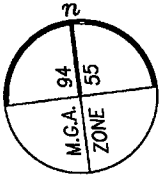


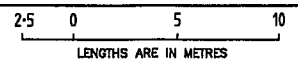
DIAGRAM 8
THIRD STOREY

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LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250



DATE 01/05/18
VERSION G

REFERENCE 29899003
DRAWING 2989900AG

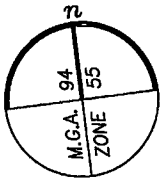
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SHEET 13

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PLAN OF SUBDIVISION

PS 724915L



QUEEN STREET

ROAD

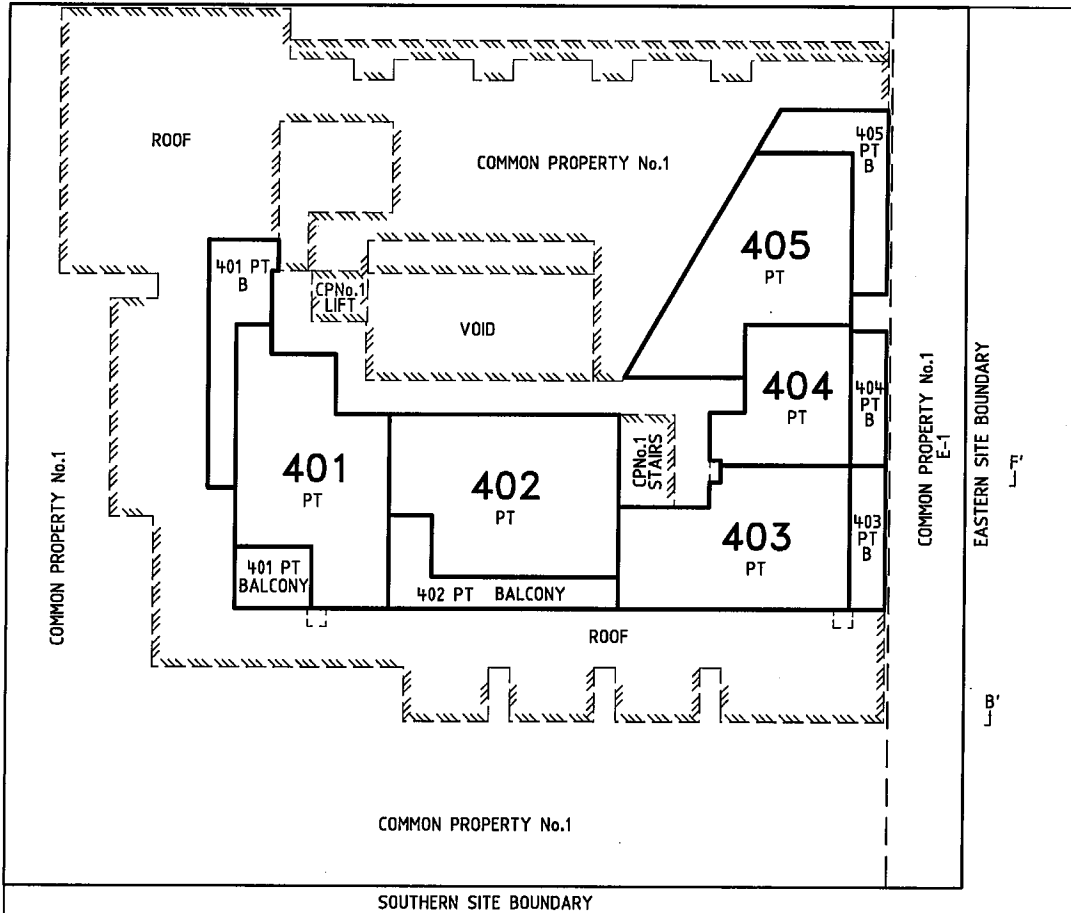


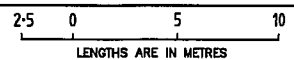
DIAGRAM 9
FOURTH STOREY

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LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250



DATE 01/05/18
VERSION G

REFERENCE 29899003
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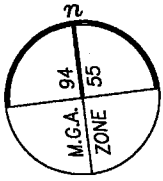
ORIGINAL SHEET SIZE A3
SHEET 14

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
 Surveyor's Plan Version (G),
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 SPEAR Ref: S107363V

PLAN OF SUBDIVISION

PS 724915L



ROAD

STREET

QUEEN

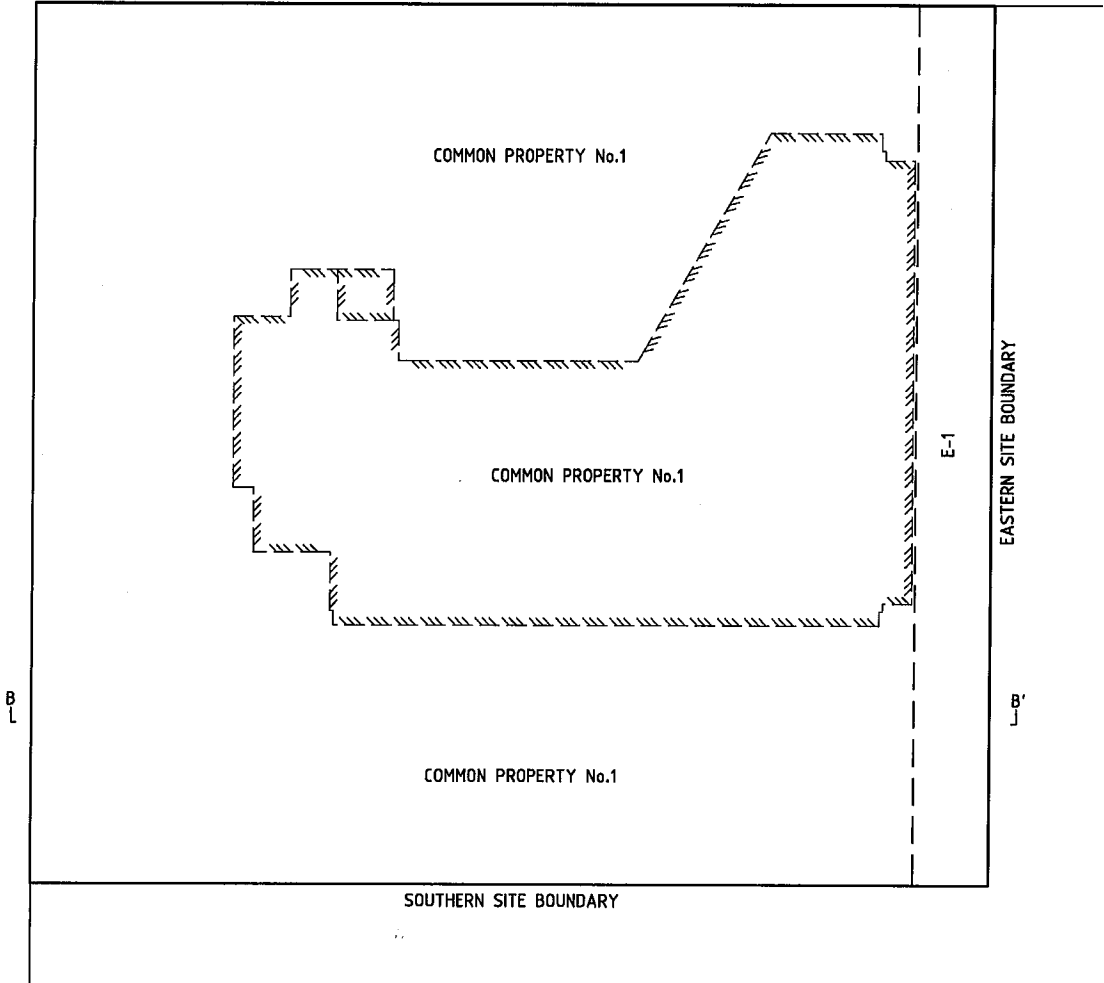


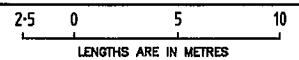
DIAGRAM 10
TOPMOST STOREY

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LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250



DATE 01/05/18
VERSION G

REFERENCE 29899003
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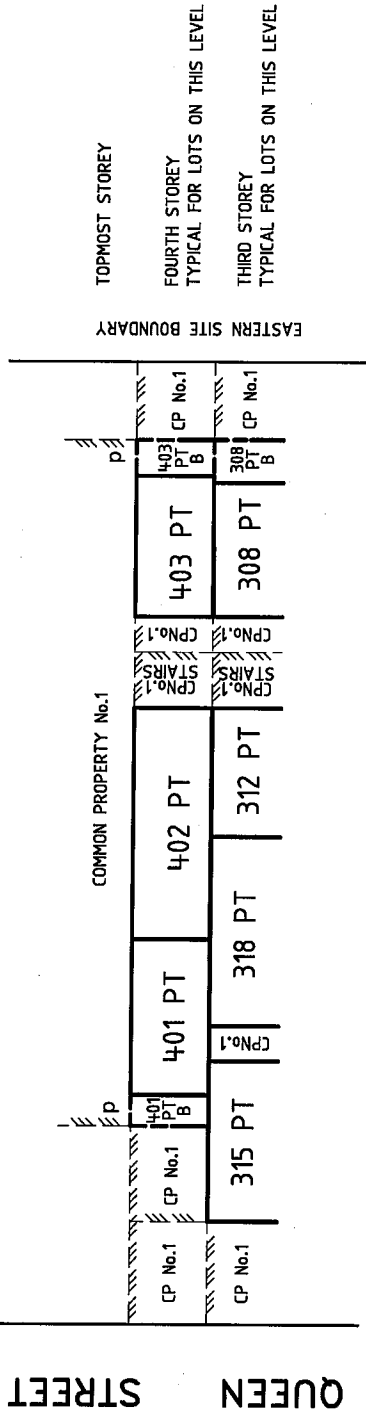
ORIGINAL SHEET SIZE A3
SHEET 15

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
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 27/03/2018, SPEAR Ref: S107363V

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PLAN OF SUBDIVISION

PS 724915L



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LICENSED SURVEYOR ROSS NICHOLSON
 DATE 01/05/18 REFERENCE 29899003
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SCALE
1:250

ORIGINAL SHEET SIZE A3
 SHEET 17

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

643699

APPLICANT'S NAME & ADDRESS

CHERYL BETTS C/- GXS
MELBOURNE

VENDOR

CROSS, RACHEL LOUISE

PURCHASER

REFERENCE

22001892

This certificate is issued for:

LOT 208 PLAN PS724915, LOT CM1 PLAN PS724915 ALSO KNOWN AS 208/1 QUEEN STREET BLACKBURN
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 3
and a COMMERCIAL 1 ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8

A Proposed Amending Planning Scheme C219 has been placed on public exhibition which shows this property :

- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 - C219

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

24 February 2020

Hon. Richard Wynne MP
Minister for Planning

OP Number: BS-U1455/2014/0114/2F

Job Number: 13-201656

Building Act 1993
 BUILDING INTERIM REGULATIONS 2017
 Regulation 1005

OCCUPANCY PERMIT
FINAL

Special Conditions: None
Project Name: Queens Residential Apartments Blackburn
Property Details: 1 - 3 & 5A Queen Street, Blackburn
Municipality: Whitehorse City Council

Lot No. -Lots 63, 65, Lot 1, Lots 1, 2, 3 **LP/PS:** -LP003131, TP 621386X, TP 864343K **Volume** -05226, 02279, 07934 **Folio:** -046, 632, 065
Section: - **Parish:** - **County:** - **Crown Allotment:**

Issued to Agent of Owner: Minicon Construction (VIC) Pty Ltd
 Tenancy 1, Level 2
 6 Palmer Parade
 CREMORNE VIC 3121
Attention: Khairun Saib
Owner: Queens Apartments Pty Ltd
 St Kilda Rd Towers
 Level 5, 492 St Kilda Road
 MELBOURNE VIC 3004
Attention: Susan Chen

Builder: Minicon Construction (VIC) Pty Ltd
 Tenancy 1, Level 2
 6 Palmer Parade
 CREMORNE VIC 3121

Building Permit Number: BS-U1455/2014/0114/1 to 5

Approved Location for Display of Occupancy Permit

The approved location for display of this permit for the purposes of Regulation 1007 is the Main Entrance / Foyer

Suitability for Occupation

The building or part of a building to which this certificate applies is suitable for occupation.

Description of building work: New building

Part of Building	Use of Building	BCA Classification	Allowable Floor Loading	No. of People Accommodated
Lower Basement B2	Carpark, Storage	7a	2.5 kPa	46
Upper Basement B1	Carpark, Storage	7a	2.5 kPa	40
Ground to Level 4	Residential	2	2.0 kPa	N/A

BUILDING CODE ACCESS CONSULTING ESSENTIAL SERVICES



Reporting Authorities / Alternative Solutions / Building Appeals Board Determinations / Building Surveyor Consents

The following matters have been approved as part of this project

Reporting Authority / Approval Method	Matter Reported on / Description of Alternative Solution	Regulation / BCA Clause	Performance Requirement
Building Surveyor	Combined Allotment Statement determination pursuant to Regulation 502 of the Building Regulations 2006 dated 16 th October 2015.	Regulation 502	n/a
Council	Report and Consent of Reporting Authority – s29A Consent to Demolish issued by Whitehorse City Council dated 31/12/2013 (Ref: PIR/1190/2013)	S29A of Building Act	n/a
Council	Report and Consent of Reporting Authority – Stormwater Point of Discharge issued by City of Whitehorse & dated 15/08/2013; and accompanying civil drawing endorsed 11 Nov 2015.	Regulation 610	n/a
Council	Report and Consent of Reporting Authority – Land Liable to Flooding issued by City of Whitehorse & dated 16/11/2015 (Ref:15/168869).	Regulation 802	n/a
Yarra Valley Water	Report and Consent of Reporting Authority – Building Over Easement issued by Yarra Valley Water & dated 05/05/2015 (Ref: 165931).	Regulation 310	n/a
Chief Officer	Report and Consent of Reporting Authority - MFB Report No:1603033 issued 23 November 2016	Regulation 309	n/a
Alternative Solution	Alternative Solution issued 29/06/2017 by the relevant building surveyor in relation to non-complying issues outlined in the Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	D1.4 C3.2 D2.4 C2.14 D1.7 Spec C1.1 E1.5 C3.9	DP4 CP2 DP4 DP4 DP4, EP2.2 CP1, CP2 EP1.4 CP2, CP8, DP5, EP2.2
Alternative Solution	Alternative Solution issued 19/06/2017 to vary the provision of a sanitary facility for employees, where the building contains more than Class 2 sole occupancy units.	F2.1	FP2.1



Inspection Dates:

In accordance with Regulation 1012 the inspection approval dates for mandatory notification stages for the building work are as follows:

Footing: 15/4/16, 18/4/16, 20/4/16, 15/7/16, 25/7/16, 3/8/16, 11/8/16, 23/9/16

Insitu Elements: 6/5/16, 17/5/16, 31/5/16, 12/10/16, 20/10/16, 28/10/16, 2/11/16, 9/11/16, 15/11/16, 22/11/16, 28/11/16, 8/12/16, 17/1/17, 21/1/17, 7/2/17, 15/2/17, 17/7/17, 19/7/17

Frame: 27/9/17, 19/10/17

Final: 9/4/18

Date of inspection: 9/4/18

Relevant Building Surveyor

Michael B Herbertson
BS-U1455

OP Number: BS-U1455/2014/0114/2F

Date of Issue: 12 April 2018

Signature

General Permit Conditions

1. This occupancy permit is evidence that the building or part of a building to which it applies is suitable for occupation.
2. This occupancy permit is not evidence that the building or part of a building to which it applies complies with the Building Act, Regulations or Building Code of Australia (BCA).
3. This occupancy permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other warranty scheme, contractual agreement, or otherwise relative to quality, workmanship, product adequacy, reliability or functionality of the building work.

It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise of compliance with the DBC Act and other associated and relevant legislation.

4. The occupancy permit is not evidence of compliance with any requirements or conditions of any relevant planning scheme or planning permit.
5. Pursuant to Part 12 of the Building Interim Regulations 2017, the owner of the property is required to:
 - a) maintain records of maintenance check;
 - b) complete an annual essential safety measures report before each anniversary of the date of occupancy permit or determination under this Division; and
 - c) keep all essential service reports and records of maintenance checks on the premises for inspection by the municipal building surveyor or chief officer at any time on request.



Essential Safety Measure Conditions

The following essential safety measures must be maintained in accordance with the relevant requirements of the BCA 2012 and the Australian Standards contained within, in force at the time of approval and/or installation as appropriate.

Essential Safety Measure	NCC or other performance provision to which Essential Safety Measure has been installed and is to operate	Maintenance standard/s or maintenance type	Maintenance frequency
Part 1 - Building Fire Integrity			
Building elements required to satisfy prescribed fire resistance levels	NCC Section C Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	AS 1851 - 2012 Section 12	Yearly
Materials and assemblies required to satisfy prescribed fire hazard properties	NCC C1.10	Inspection for damage, deterioration or unauthorised alteration.	Yearly
Elements required to be non-combustible, provide fire protection, compartmentation or separation	NCC C2.9, C2.10, C2.11, C2.12, C2.14, C3.11, D1.7, E1.3 Refer to Report and Consent of Reporting Authority - MFB Report No:1603033 issued 23 November 2016	Inspection for damage, deterioration or unauthorised alteration.	Yearly
Fire doors and associated self-closing, automatic closing and latching mechanisms	NCC C2.12, C3.4, C3.5, C3.8, C3.10, C3.11, D1.7 AS 1905.1 Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	AS 1851 - 2012 Section 12 Ensure Medium temperature smoke seals to each of the SOU entrance fire doors	6 Monthly
Fire dampers	NCC C3.15	AS 1851 - 2012 Section 13	Yearly, 25 Yearly
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	NCC C3.12, C3.13, C3.15 AS 4072.1 Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	AS 1851 - 2012 Section 12	Yearly
Fire protection associated with construction joints, spaces and the like in and between buildings elements required to be fire-resisting with respect to integrity or insulation	NCC C3.16 AS 4072.1	AS 1851 - 2012 Section 12	Yearly
Smoke doors and associated self-closing, automatic closing and latching mechanisms	NCC 2.14, Spec Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	AS 1851 - 2012 Section 12	6 Monthly



Essential Safety Measure	NCC or other performance provision to which Essential Safety Measure has been installed and is to operate	Maintenance standard/s or maintenance type	Maintenance frequency
Smoke dampers	NCC C2.14	AS 1851 - 2012 Section 13	Yearly
Part 2 - Means of Egress			
Paths of travel to exits.	NCC D1.6 Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	Inspection to ensure that there is no obstructions and no alterations.	Quarterly
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	NCC D1.7, D1.10 Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	Inspection to ensure that there is no obstructions and no alterations.	Quarterly
Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits)	NCC D2.2, D2.8, D2.9, D2.10, D2.13, D2.16, D2.17	Inspection to ensure that there is no obstructions and no alterations.	Quarterly
Doors (other than fire or smoke doors) in a required exit or in a path of travel to a required exit and associated self-closing, automatic closing and latching mechanisms	NCC D1.6, D2.19, D2.20, D2.21, D2.23	Inspection to ensure the doors are intact, operational and fitted with conforming hardware.	Quarterly
Power operated automatic doors in a required exit or in a path of travel to a required exit	NCC D1.6, D2.19, D2.20, D2.21	Inspection to ensure the doors are intact, operational and fitted with conforming hardware (including fail-safe operation).	Quarterly
Part 3 - Signs			
Exit signs (including direction signs)	NCC D1.12, E4.5, E4.6, E4.8 AS 2293.1	AS/NZS 2293.2 - 1995	6 Monthly, Yearly
Signage on doors Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	Signage directing occupants to opposing stair as a means of an alternative exit. Signage shall be provided within the fire-isolated stairs on the ground level, informing occupants to discharge via the ground level to Queen Street. The sign shall read "EXIT HERE VIA GROUND FLOOR". Glazed vision panels to the stair doors at ground level.	Inspection to ensure the sign is in place and legible.	Yearly



Essential Safety Measure	NCC or other performance provision to which Essential Safety Measure has been installed and is to operate	Maintenance standard/s or maintenance type	Maintenance frequency
Signage on doors Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	In addition, an illuminated sign shall be installed in the upper basement within the fire-isolated stair which reads "FIRE ALARM DO NOT ENTER" prior to occupants discharging into the level.	Inspection to ensure the sign is in place and legible. The sign is to illuminate upon the activation of any of the sprinklers within both basement levels. The signs are to be designed and installed as per AS 1603.11:2010 for visual warning devices.	Yearly
Signage on doors Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	Each of the doors leading from the fire-isolated stair is required to have a sign (on the internal side) indicating its current level. The doors shall read "L1" "G" "B2" etc.	Inspection to ensure the sign is in place and legible.	Yearly
Signage at the FIP, Hydrant Outlets & Booster Assembly	Refer to Report and Consent of Reporting Authority - MFB Report No:1603033 issued 23 November 2016	Inspection to ensure the signage required at the FIP, hydrant outlets and the booster cabinet stating that "TWO LENGTHS OF HOSE WILL BE REQUIRED TO ACHIEVE FULL COVERAGE". The sign is to comply with Signage requirements found in the 'Appendix' section of the MFB report.	6 Monthly, Yearly
Signage to direct MFB from the FIP to the location of the Fire Pump Room and Sprinkler Control Valves.	BCA E1.3 Refer to Report and Consent of Reporting Authority - MFB Report No:1603033 issued 23 November 2016	Inspection to ensure the way-finding signage to the fire pump room and sprinkler control valves is in place and legible. A permanent clear large scale plan is to be installed at the FIP. This plan is to clearly show the location of the Fire Pump Room and Sprinkler Control Valves, and best access routes.	6 Monthly, Yearly
Signs warning against the use of lifts in the event of a fire	NCC E3.3	Inspection to ensure the warning sign is in place and legible.	Yearly
Signs alerting persons that the operation of doors must not be impaired	NCC D2.23	Inspection to ensure the warning sign is in place and legible.	Yearly
Part 4 - Lighting			
Emergency Lighting	NCC E4.2, E4.4 AS 2293.1	AS/NZS 2293.2 - 1995	6 Monthly, Yearly



Essential Safety Measure	NCC or other performance provision to which Essential Safety Measure has been installed and is to operate	Maintenance standard/s or maintenance type	Maintenance frequency
Part 5 - Fire Fighting Services and Equipment			
Fire hydrants system (including on-site pump set and fire service booster connection)	NCC E1.3 AS 2419.1 Refer to Report and Consent of Reporting Authority - MFB Report No:1603033 issued 23 November 2016	AS 1851 -2012 Section 3&4 <i>(pumps are installed)</i>	Monthly, 6 Monthly, Yearly, 2 Yearly, 5 Yearly, 10 Yearly
Fire hose reel system	NCC E1.4 AS 2441 Refer to Report and Consent of Reporting Authority - MFB Report No:1603033 issued 23 November 2016	AS 1851 - 2012 Section 9	6 Monthly & Yearly
Sprinkler system (including additional sprinkler heads to be installed to protect the booster assembly)	NCC E1.5 AS 2118.1 The car stackers sprinkler protection is to comply with the Metropolitan Fire Brigade Guideline 32 and AS 2118.1. Refer to Report and Consent of Reporting Authority - MFB Report No:1603033 issued 23 November 2016 Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	AS 1851-2012 Section 2&3 <i>(pumps are installed)</i>	Monthly, 6 Monthly, Yearly, 2 Yearly, 5 Yearly, 10 25 Yearly, 30 Yearly
Portable fire extinguishers	NCC E1.6 AS 2444	AS 1851 - 2012 Section 10	6 Monthly, Yearly, 5 Yearly & After use
Part 6 - Air Handling Systems			
Smoke Hazard Management: Air-handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke (Including Shutdown)	NCC E2.2 AS/NZS 1668.1	AS 1851 - 2012 Section 13	Quarterly, 6 Monthly, Yearly
Carpark mechanical ventilation system	NCC F4.11 AS/NZS 1668.1 AS/NZS 1668.2	AS 1851 - 2012 Section 13	Quarterly, 6 Monthly, Yearly



Essential Safety Measure	NCC or other performance provision to which Essential Safety Measure has been installed and is to operate	Maintenance standard/s or maintenance type	Maintenance frequency
Part 7 - Automatic Fire Detection and Alarm Systems			
Smoke and heat alarm system	NCC E2.2 AS 3786 AS 1670.1 AS 1670.3	AS 1851 - 2012 Section 6	6 Monthly, Yearly For residential occupancies, the 6 monthly inspection & 'Alarm/ battery' test may be carried out by the occupant and not be recorded.
Part 8 - Occupant Warning Systems			
Building occupant warning systems	NCC E1.5, E2.2 AS 1670.1 AS 1670.3 Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	AS 1851 - 2012 Section 6 Note: ensure speakers linked to the occupant warning system located in each of the bedrooms are required to achieve 75dB at the pillow	Monthly, Yearly, 5 Yearly
Part 9 - Lifts			
Stretcher facilities in lifts	NCC E3.2	Inspection to ensure maintenance of facilities with BCA.	Yearly
Passenger lift fire service controls	NCC E3.7	Periodic inspections as per manufacturer's specification.	Yearly
Part 10 - Standby Power Supply Systems			
Not Applicable			
Part 11 - Building Clearance and Fire Appliances			
Not Applicable			
Part 12 - Mechanical Ventilation and Water Systems			
Mechanical ventilation systems incorporating hot and warm water 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)	NCC F2.7 AS/NZS 3666.1	AS/NZS 3666.2 Health (Legionella) Regulations 2001	Monthly, Quarterly, Yearly
Part 13 - Building Use and Application			
Classification and use of building	NCC A3.2, A3.3, A3.4	Inspection to ensure that classification or use has not changed.	Yearly



Essential Safety Measure	NCC or other performance provision to which Essential Safety Measure has been installed and is to operate	Maintenance standard/s or maintenance type	Maintenance frequency
Occupancy Hazard Refer to Fire Engineering Report by Affinity Fire Engineering (Report Number 163177, Rev5, dated 21 June 2017)	All parts of the emergency egress paths, including the egress stairs, corridors, lift lobbies and entry areas, are to be kept free of combustibles No smoking policy shall be adopted throughout public areas.	Inspection to ensure that occupancy hazard has not increased.	Yearly

Note: Pursuant to Part 12 of the Building Regulations 2006, the owner of the property is required to:

- a) maintain records of maintenance check;
- b) complete an annual essential safety measures report before each anniversary of the date of occupancy permit or determination under this Division; and
- c) keep all essential service reports and records of maintenance checks on the premises for inspection by the municipal building surveyor or chief officer at any time on request.

Special Occupancy Permit Conditions

Not Applicable

Copy to:

Whitehorse City Council
Locked Bag 2
NUNAWADING DELIVERY CENTRE VIC 3131

Attention: Municipal Building Surveyor



YARRA VALLEY WATER
ABN 83 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

24th February 2020

Cheryl Betts C/- GXS
LANDATA

Dear Cheryl Betts C/- GXS,

RE: Application for Water Information Statement

Property Address:	1 QUEEN STREET BLACKBURN 3130
Applicant	Cheryl Betts C/- GXS LANDATA
Information Statement	30520545
Conveyancing Account Number	7959580000
Your Reference	22001892

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 53 068 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9972 1353

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

Yarra Valley Water Encumbrance

Property Address	208/1 QUEEN STREET BLACKBURN 3130
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	208/1 QUEEN STREET BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

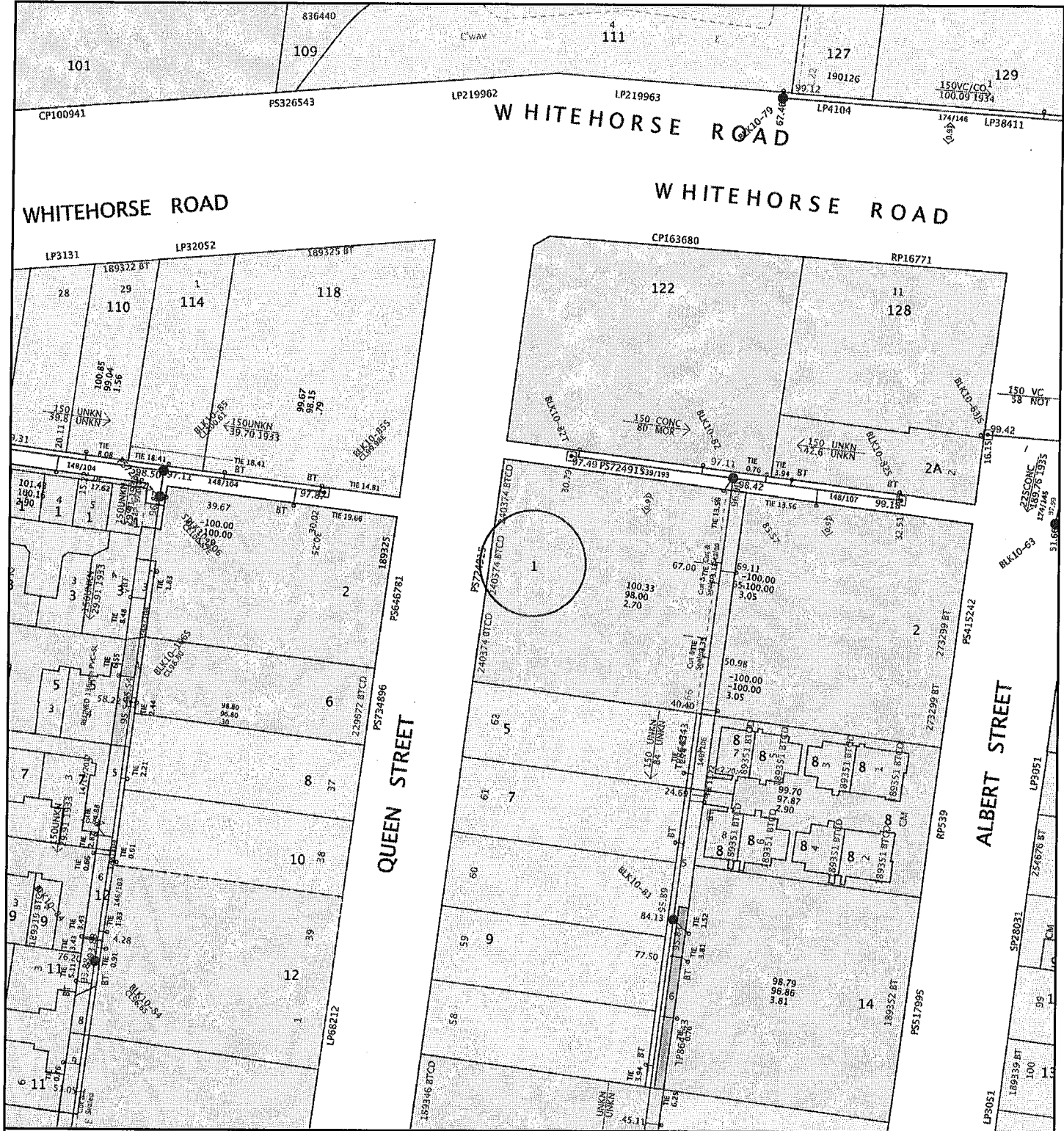
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

















**Yarra Valley Water
Information Statement
Number: 30520545**

Address	1 QUEEN STREET BLACKBURN 3130
Date	24/02/2020
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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



YARRA VALLEY WATER
ABN 93 068 902 501

Lucknow Street
Mitham Victoria 3132

Private Bag 1
Mitham Victoria 3132

DX 13204

F (03) 9872 1353

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

Cheryl Betts C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6499302432
Rate Certificate No: 30520545

Date of Issue: 24/02/2020
Your Ref: 22001892

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 208/1 QUEEN ST, BLACKBURN VIC 3130	208\PS724915	5049744	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2020 to 31-03-2020	\$19.42	\$0.00
Residential Water Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2020 to 31-03-2020	\$113.94	\$0.00
Residential Sewer Usage Charge		\$0.00	\$0.00
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$0.00
Drainage Fee	01-01-2020 to 31-03-2020	\$25.38	\$0.00

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00

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

Property Address	Lot & Plan	Property Number	Property Type
5A QUEEN ST, BLACKBURN VIC 3130	63\LP3131	1249025	Superseded

Agreement Type	Period	Charges	Outstanding
----------------	--------	---------	-------------

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00

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

Property Address	Lot & Plan	Property Number	Property Type
3 QUEEN ST, BLACKBURN VIC 3130	1\TP621386	1249026	Superseded

Agreement Type	Period	Charges	Outstanding
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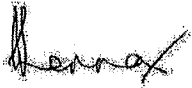
Other Charges:

Interest	No interest applicable at this time		
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No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$0.00
Total Due \$0.00	

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 83 086 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5049744

Address: UNIT 208/1 QUEEN ST, BLACKBURN VIC 3130

Water Information Statement Number: 30520545

HOW TO PAY



Billor Code: 314567
Ref: 64993024324



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5049744

Address: UNIT 208/1 QUEEN ST, BLACKBURN VIC 3130

Water Information Statement Number: 30520545

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

OWNERS CORPORATION CERTIFICATE

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

**Owners Corporation 1 on Plan of Subdivision No. 724915L
'Sovereign Blackburn' – 1 Queen Street, Blackburn, VIC 3130**

This certificate is issued for: Owners Corporation 1 Plan No. PS724915L
Lot 208/1 Queen Street
Blackburn VIC 3130

The postal address is: 208/1 Queen Street
Blackburn VIC 3130

Applicant for certificate: Cheryl Betts c/o LANDATA
GPO BOX 527
Melbourne VIC 3001

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

IMPORTANT:

The information in this certificate is issued on 26/02/2020. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/05/19 to 30/04/20 for the above lot are **\$1,786.80** payable quarterly in advance.

Levy Description	TOTAL DUE	Due Date	STATUS
Quarterly Levy 01/05/19 to 31/07/19	\$446.70	01/05/19	PAID
Quarterly Levy 01/08/19 to 31/10/19	\$446.70	01/08/19	PAID
Quarterly Levy 01/11/19 to 31/01/20	\$446.70	01/11/19	PAID
Quarterly Levy 01/02/20 to 30/04/20	\$446.70	01/02/20	PAID

- (b) The date up to which the fees for the lot have been paid:
30/04/20.
- (c) The total of any unpaid fees or charges for the lot is:
Nil.
- (d) The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:
Additional Security Cameras - \$139.75 due 01/07/19 has been paid.
Bi-Annual Car Stacker Maintenance - \$218.90 due 01/08/19 has been paid.
Bi-Annual Car Stacker Maintenance - \$218.90 due 01/02/20 has been paid.
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
None known to the Manager as at the date of this certificate.
- (f) The Owners Corporation presently has the following insurance cover:
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) The total funds held by the Owners Corporation as at 26/02/2020 are:
Please refer to attached Balance Sheet as at 26/02/2020.
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
None known to the Manager as at the date of this certificate.
- (j) Are there any current contracts, leases, licenses or agreements affecting the common property?
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd.
- Fire Indicator Panel Monitoring Agreement with ADT Fire Monitoring for the provision of fire alarm monitoring services for a term of three (3) years commencing 02/05/18.
- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.
- Hot Water Plant, Hot Water Metering and Cooktop Services Deed with OC Energy Pty Ltd (ACN 144 655 514) for the metering and billing of hot water and the supply and billing of cooker gas for the building and provision of services to Lot Owners or Occupiers of lots in accordance with the terms and conditions as set out in the Hot Water Plant, Hot Water Metering and Cooktop Services Deed.

- Embedded Network Deed with OC Energy Pty Ltd (ACN 144 655 514) for the establishment and operation of an electrical embedded network at the property and provision of services to Lot Owners or Occupiers of lots by way of providing electricity supply to the lots in accordance with the terms and conditions as set out in the Embedded Network Management Agreement.
- A service and maintenance agreement with Klaus Multiparking for a term of two (2) years effective 16/05/18 in respect of the car stacker equipment provided for the exclusive use of Lots G03, G04, G05, G08, G14, G15, 102, 104, 105, 108, 110, 111, 113, 118, 202, 204, 205, 208, 218, 302, 303 and 304 with all costs associated with the servicing, inductions, and/or additional callout charges to be borne by the Lot Owner whom wholly or substantially benefits from being provided with the service pursuant to Section 28(3) of the *Owners Corporations Act 2006*.

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

- A service and maintenance agreement with Klaus Multiparking for a term of two (2) years effective 16/05/18 in respect of the car stacker equipment provided for the exclusive use of Lots G03, G04, G05, G08, G14, G15, 102, 104, 105, 108, 110, 111, 113, 118, 202, 204, 205, 208, 218, 302, 303 and 304 with all costs associated with the servicing, inductions, and/or additional callout charges to be borne by the Lot Owner whom wholly or substantially benefits from being provided with the service pursuant to Section 28(3) of the *Owners Corporations Act 2006*.

(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?

None known to the Manager as at the date of this certificate.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

None known to the Manager as at the date of this certificate.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)
PO Box 2228, Hawthorn, VIC 3122
Phone: 03 9818 2488
Email: info@mocs.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Minutes of the Annual General Meeting held on 18/07/19;
- A copy of the OC Balance Sheet;
- A copy of the Certificate of Currency;
- A copy of the Special Rules of the Owners Corporation.

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.
3. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Date: 26/02/2020

This Owners Corporation Certificate was prepared by:



On behalf of Owners Corporation 1 on Plan of Subdivision No. 724915L
Shawn Lu
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228, HAWTHORN, VIC 3122



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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

26th July 2019

To the Owners Corporation Members
Owners Corporation 1 on Plan No. 724915L
Sovereign Blackburn – 1-3 Queen Street, Blackburn VIC 3130

Dear Lot Owner,

**RE: OWNERS CORPORATION 1 ON PLAN NO. PS724915L – 1-3 Queen Street, Blackburn VIC 3130
NOTICE OF INTERIM ORDINARY RESOLUTIONS - ANNUAL GENERAL MEETING ON 18-07-2019**

Please find attached the Minutes of the Annual General Meeting for Owners Corporation 1 on Plan No. PS724915L held on 18-07-2019 at St John's Anglican Church Hall, 7-11 Queen Street, Blackburn VIC 3130.

As there was no quorum, all decisions made at the meeting are deemed interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision.

If you disagree with the interim decisions, you must petition the Manager to call another meeting within 28 days of the meeting.

The contact details for the Manager are as follows:

Melbourne Owners Corporation Services Pty Ltd
PO BOX 2228
Hawthorn VIC 3122

E: info@mocs.com.au

Should you require any further information or wish to discuss the attached documents, please don't hesitate to contact the undersigned via the details provided above.

Thank you.

Yours sincerely,



Shawn Lu
Owners Corporation Manager
For and on behalf of OC1 PS724915L

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION No. 1 ON PLAN NO. 724915L
1 QUEEN STREET, BLACKBURN, VIC 3130

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of the Owners Corporation was held on:
Date: Thursday, 18TH July 2019
Time: 4:00 PM
Venue: St John's Anglican Church Hall, 7-11 Queen Street, Blackburn

PRESENT:

- Lot G3 Ivy Hajduk
- Lot G15 Rebecca Mary Grey
- Lot G17 Amarkaur Shikh
- Lot 105 John Abel
- Lot 108 Hang Ming Michelle Ngan
- Lot 112 Weng Nie Peng
- Lot 301 Terrence Noonan
- Lot 303 Luke Buchanan
- Lot 304 Jason Bates
- Lot 314 Aditya & Chitra Sudarshan
- Lot 401 Kok Pie Cheng

PRESENT BY PROXY:

- Lot G5 Melinda De Haan in favour of Weng Nie Peng
- Lot 118 Graeme Brown in favour of Rebecca Grey
- Lot 215 Lockway Pty Ltd in favour of Ed Fabian
- Lot 218 Tai Kwan Russell Ngan & Fung Wah Elet Yuen in favour of Hang Ming Michele Ngan
- Lot 307 Mian Zhao in favour of Kwok Hing Chow

APOLOGIES: Shawn Lu of Melbourne Owners Corporation Services (MOCS)

IN ATTENDANCE:

- Sandeep Singh accompanying Lot G17
- Ross Jacques accompanying Lot 401
- Benjamin Quirk of Melbourne Owners Corporation Services (MOCS)
- Veronica Yuanita of Melbourne Owners Corporation Services (MOCS)
- Michelle Sheils of Melbourne Owners Corporation Services (MOCS)
- Michelle Stefanetti of Melbourne Owners Corporation Services (MOCS)

1. QUORUM

As only 16 of the 82 lots forming Owners Corporation 1 on Plan No. PS724915L were represented either in person or by proxy, a quorum was not declared.

Interim resolutions become resolutions of the Owners Corporation 29 days from the date of the interim resolution if not more than 25% of financial lot owners give notice of a special general meeting by the 28th day following the meeting.

2. CHAIRPERSON:

It was resolved:

To appoint Benjamin Quirk to chair the meeting.

3. MINUTES:

It was resolved:

That the minutes of the Special General Meeting held on 08/02/2019 as attached to the Notice of Meeting be accepted. The acceptance is subject to the following amendment regarding debt collection processes (under General Business item d).

d) Debt collection processes

It was agreed that the Manager to arrange for the services of a lawyer, debt collection agency and/or apply to VCAT to recover debt from Members as required if the arrears are more than 90 days in arrears. Members are liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation. This is effective from 1st July 2019.

Moved: Ed Fabian

Seconded: Weng Nie Peng

4. INSURANCE:

It was resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.

Note:

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings

(such as carpets, light fittings, window furnishings) and contents.
We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.

Moved: Ed Fabian
Seconded: Jason Bates

5. REPORTS:

It was resolved:

To accept the following reports:

- a) Manager's Report as attached to the Notice of Meeting
- b) Committee Report as presented (by Weng Nie Peng) at the meeting

Moved: Ed Fabian
Seconded: Weng Nie Peng

6. AUDITOR:

It was resolved:

Not to undertake an annual financial audit for the period ending 30/04/2020.

7. FINANCIAL REPORTS:

It was resolved:

That the financial statements for the period 17/05/2018 to 30/04/2019 as attached to the Notice of Meeting be accepted.

8. BUDGET & CONTRIBUTIONS:

It was resolved:

- a) That the proposed Administration Fund Budget for the period 01/05/2019 to 30/04/2020, as attached to the Notice of Meeting be accepted.
- b) That the Administration Fund contribution be set at \$161,575.00 plus GST per annum to commence on the 01/05/2019.
- c) That the Administration Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st February, 1st May, 1st August and 1st November of each year.

Note: MOCS recommends that the Owners Corporation considers the establishment of a Maintenance Fund for long term capital replacement of the building. This can commence in the 2020/21 financial year. Members expressed support in commencing the Maintenance Fund for Owners Corporation 1 on Plan No. 724915L. MOCS to obtain three (3)

quotes for a Maintenance Plan Report and present it to Committee for their consideration.

Moved: Ed Fabian
Seconded: Weng Nie Peng

Post Meeting Note: The budget for the CCTV installation (\$23,736.36) was split into two budget line items; \$11,100.00 to be paid using the surplus in the Administration Fund and the remaining \$12,636.36 to be paid by Special Levy raised on 27/05/2019. This expenditure is in the proposed budget for the period 01/05/2019 to 30/06/2020 (there was no budget set for CCTV in the previous financial year). There was no increase proposed in the annual contribution to reflect the \$11,100.00 amount to be paid from the Administration Fund.

9. ARREARS & PENALTY INTERESTS:

It was resolved:

- a) That Owners Corporation 1 on Plan No. 724915L continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 1 on Plan No. 724915L authorises Melbourne Owners Corporation Services Pty Ltd to arrange for the services of a lawyer, debt collection agency and/or apply to VCAT to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.

Note:

- Members are reminded that if their arrears are more than 90 days the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing and email address for all correspondence.

10. APPOINTMENT OF COMMITTEE:

It was resolved:

- a) That the following persons be elected to the Committee for Owners Corporation 1 on Plan No. PS724915L
Lot G03 Ivy Hajduk
Lot 112 Weng Nie Peng (Winnie)
Lot 215 Ed Fabian
Lot 303 Luke Buchanan
Lot 304 Jason Bates
Lot 314 Aditya Sudarshan
- b) That the Chairperson of Owners Corporation be elected at the first Committee Meeting.
- c) That the secretary of the Owners Corporation be elected at the first Committee Meeting.

Members thank the outgoing committee for their dedication and hard work over the past year.

11. INSTRUMENT OF DELEGATION:

It was resolved:

That in accordance to Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the termination of the Manager's appointment, power or function that requires a unanimous resolution or a special resolution.

12. ESSENTIAL SAFETY:

It was noted that each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements within their lot if non-compliant to the appropriate Australian Standards.

13. GENERAL BUSINESS:

Building Works

Members were reminded to submit a formal request for renovation/work to the Owners Corporation for any proposed building works i.e. renovation, installation and modification works to their lot to the Owners Corporation. A written consent from the Owners Corporation must be obtained before proceeding with the work.

Any member who proceed with any building work without written approval from the Owners Corporation may be requested to reinstate the Lot to its original state.

Mechanical Ventilation – B2 Storage

MOCS are currently liaising with the Builder and Developer to have a mechanical ventilation installed into Basement 2 storage area without any cost to the Owners Corporation.

Common Area Defects

Committee to consider in engaging Buildspect to re-visit the property and confirm the rectification works of the outstanding common property defects. **Action: MOCS to circulate quote to Committee and request for instruction and approval to proceed.**

Policy to address problematic tenants/residents

It was agreed that the Manager to take the offending Lot to VCAT after three (3) serious Breach Notices on the same issue.

14. **CLOSE OF MEETING** There being no further business, the meeting closed at 5:48PM

Encl.

Proposed Budget for the period from 01/05/2019 to 30/04/2020.

Proposed Budget to apply from 01/05/2019

Owners Corporation 1 PS724915L

Sovereign Blackburn, 1 Queen Street, Blackburn VIC
 3130

Administrative Fund

	Proposed budget	Actual 01/05/2018-30/04/2019	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	58.82	0.00
Interest on Investments--Admin	0.00	123.58	0.00
Levies Due--Admin	161,575.00	161,579.52	161,575.00
Recovery--Car Lift/Car Stacker Servicing	8,755.00	8,580.00	8,580.00
Total revenue	170,155.00	170,341.92	170,155.00
Less expenses			
Admin--Accounting--BAS	800.00	800.00	800.00
Admin--Agent Disbursements	4,300.00	4,288.51	4,300.00
Admin--Bank Charges--Account Fees	100.00	61.09	100.00
Admin--Consultant--Defect Report	0.00	5,450.00	0.00
Admin--Consultant--Maintenance Plan	0.00	0.00	1,550.00
Admin--Consultant--Other	1,500.00	0.00	0.00
Admin--Management Fee--Additional Services	1,210.00	0.00	1,210.00
Admin--Management Fees--Standard	23,375.00	23,312.20	23,375.00
Admin--Meeting Expenses	700.00	731.79	0.00
Admin--OC Set Up Cost	0.00	1,500.00	1,500.00
Admin--Subscriptions (APPS)	300.00	308.18	0.00
ESM--Anchor Point/Fall Arrest System	600.00	0.00	600.00
ESM--Essential Safety Measures Inspections	7,700.00	0.00	6,600.00
ESM--Essential Safety Measures Rectification	1,000.00	380.00	1,000.00
ESM--Fire Indicator Panel Monitoring	1,500.00	1,464.50	1,500.00
ESM--Mechanical Ventilation Agreement (CP)	2,800.00	632.00	2,500.00
ESM--Mechanical Ventilation Rectification (CP)	1,000.00	0.00	1,000.00
Insurance--Excesses	500.00	0.00	500.00
Insurance--Premiums	17,000.00	787.60	18,000.00
Maint Bldg--Automatic Doors	880.00	0.00	1,200.00
Maint Bldg--Car Lift/Car Stacker Servicing	8,755.00	8,580.00	8,580.00
Maint Bldg--Carpet	1,500.00	0.00	1,000.00
Maint Bldg--Cleaning--Bin Rooms	0.00	155.00	1,000.00
Maint Bldg--Cleaning--Car Park Cleaning	2,000.00	0.00	2,000.00
Maint Bldg--Cleaning--Contracts	32,000.00	30,475.00	32,000.00
Maint Bldg--Cleaning--Initial Clean	0.00	0.00	1,000.00
Maint Bldg--Cleaning--Rubbish Bins	0.00	0.00	1,000.00
Maint Bldg--Cleaning--Scenting/Deodorising	0.00	0.00	1,600.00
Maint Bldg--Cleaning--Windows/Glass	3,000.00	0.00	3,000.00
Maint Bldg--Electrical Repairs	1,000.00	1,333.78	1,000.00
Maint Bldg--Garage Doors	1,000.00	210.00	1,500.00

Maint Bldg--General Repairs/Expenses	6,000.00	13,020.83	3,000.00
Maint Bldg--Initial Move In	0.00	5,740.00	5,740.00
Maint Bldg--Intercom System	0.00	0.00	500.00
Maint Bldg--Lift Cover	0.00	1,250.00	1,500.00
Maint Bldg--Lift--Maintenance Contract	4,200.00	0.00	5,000.00
Maint Bldg--Locksmith Expenses	500.00	1,136.42	500.00
Maint Bldg--Plumbing Services	3,500.00	3,330.00	2,500.00
Maint Bldg--Security Surveillance Equipment	11,100.00	0.00	0.00
Maint Grounds--Lawns & Gardening	1,200.00	1,200.00	0.00
Special Levy --Security Surveillance Equipment	12,636.36	0.00	0.00
Utility--Electricity	12,500.00	12,349.13	11,000.00
Utility--Gas	0.00	0.00	500.00
Utility--Telephone--Lift	1,500.00	312.70	2,500.00
Utility--Waste Management	16,200.00	12,402.00	12,000.00
Utility--Water & Sewerage	7,500.00	7,420.86	6,000.00
Total expenses	191,356.36	138,631.59	170,155.00
Surplus/Deficit	(21,201.36)	31,710.33	0.00
Opening balance	31,710.33	0.00	0.00
Closing balance	\$10,508.97	\$31,710.33	\$0.00
Total units of entitlement	3382		3382
Levy contribution per unit entitlement	\$52.55		\$52.55
Budgeted standard levy revenue	161,575.00		161,575.00
Add GST	16,157.50		16,157.50
Amount to raise in levies including GST	\$177,732.50		\$177,732.50



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC18001451
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCIA-007_RSC-08/2014
THE INSURED	Owners Corporation Plan No. PS 724915L
SITUATION	1-5 Queen Street Blackburn VIC 3130
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 12/04/19 Expiry Date: 4.00pm on 12/04/20
INTERMEDIARY	Melbourne Owners Corporation Services Pty Ltd
ADDRESS	G07/12 Cato Street Hawthorn East VIC 3123
DATE OF ISSUE	30 September, 2019

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building Common Area Contents	\$27,080,000 \$270,800
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$4,062,000
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Balance Sheet

As at 26/02/2020

Owners Corporation 1 PS724915L

Sovereign Blackburn, 1 Queen Street, Blackburn VIC
3130

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	27,653.85
Owners Equity--Admin	31,710.33
	59,364.18

Maintenance Fund

Operating Surplus/Deficit--Sinking	0.00
	0.00

Net owners' funds

\$59,364.18

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	19,396.74
Macquarie At Call Account	30,152.19
Receivable--Levies--Admin	10,830.18
Receivable--Owners--Admin	114.00
	60,493.11

Maintenance Fund

0.00

Unallocated Money

0.00

Total assets

60,493.11

Less liabilities

Administrative Fund

Creditor--GST--Admin	1,091.06
Prepaid Levies--Admin	37.87
	1,128.93

Maintenance Fund

0.00

Unallocated Money

0.00

Total liabilities

1,128.93

Net assets

\$59,364.18



Maddocks

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140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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DX 259 Melbourne

Date / /20

**Owners Corporation Rules
Sovereign Apartments
All Lots**

Owners Corporation No. 1 on Plan of Subdivision PS724915L

- 2.1.4 a reference to a thing includes part of that thing.
- 2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.
- 2.3 In these Rules:
 - 2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - 2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.
- 2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

3. Relationship with model rules

If there is any conflict between these Rules and the model rules prescribed under the Regulations, these Rules prevail.

4. Rules Subject to Rights of the Vendor

- 4.1 These Rules do not apply to and, are not enforceable against the Vendor or its mortgagees or chargees, for so long as any of the following apply:
 - 4.1.1 the Vendor and/or or its equity partners (if any) is a Member or Occupier;
 - 4.1.2 any mortgagee or chargee of the Vendor has an interest in any Lot; or
 - 4.1.3 the Vendor and/or its equity partners (if any) are engaged in any action required to complete the Development,where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.
- 4.2 The Vendor and its equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
 - 4.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
 - 4.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and



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- 4.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- 4.2.4 erect for sale promotional advertising or other signs as the Vendor may require on any part of the Common Property; and
- 4.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or its mortgagees or chargees think fit; and
- 4.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 4.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 4.3 The Owners Corporation must, within 7 days of being requested by the Vendor or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor or its mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor under this Rule 4.
- 4.4 Every Member hereby consents to and agrees to the Vendor undertaking any or all of the rights of the Vendor set out in this Rule without any prevention or hindrance of such Member.
- 4.5 In exercising its rights under this Rule, the Vendor must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor must only exercise its rights to the extent necessary for the genuine Development. The Vendor must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

5. Use of a Lot

- 5.1 A Member must not:
 - 5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;
 - 5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
 - 5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any

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washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;

- 5.1.4 obstruct or block any car parking spaces forming part of the Common Property;
 - 5.1.5 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view; and
 - 5.1.6 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot.
 - 5.1.7 allow uninvited persons to follow them through any security doors to the Development.
 - 5.1.8 anything which may prejudice the security or safety of the Common Property.
- 5.2** Each Member must:
- 5.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and
 - 5.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

6. Pets and Animals

- 6.1 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 6.2 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property including internal court yards.
- 6.3 A Member must ensure that any animal belonging to them must be on a lead at all times when on the Common Property.
- 6.4 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property or to the other members of a Lot, it must give reasonable notice of this resolution to the Member who is keeping the animal.
- 6.5 If a Member fails to comply with Rules 6.2 the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member of the Lot is liable to pay those costs on behalf of the Owners Corporation.

7. Cleaning and maintenance of a Lot

- 7.1 A Member or Occupier must keep its Lot (including any garage or car park utilised by the Member or Occupier) clean and in good repair.

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- 9.1.2 supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic appearance of the façade of the Development;
 - 9.1.3 received written approval from the Owners Corporation to proceed with those specified Building Works;
 - 9.1.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
 - 9.1.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;
 - 9.1.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;
 - 9.1.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.
- 9.2** A Member or Occupier acknowledges that the space above the Lot and the space below the Lot is Common Property and the Member or Occupier must not carry out any Building Works on that part of the Common Property without the prior written consent of the Owners Corporation.
- 9.3** A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
- 9.3.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
 - 9.3.2 building materials are not stacked or stored in Common Property;
 - 9.3.3 scaffolding is not erected on the Common Property;
 - 9.3.4 construction work complies with all Laws of the relevant Authorities;
 - 9.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
 - 9.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;
 - 9.3.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and
 - 9.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 9.4** Where a Member or Occupier commissions Building Work in accordance with Rule 9.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part



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of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.

- 9.5** A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

10. Garbage disposal

A Member of a Lot must:

- 10.1** except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
- 10.2** comply with all requirements of Governmental Agencies relating to the disposal of garbage;
- 10.3** ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and
- 10.4** ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate watertight receptacle.
- 10.5** throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircases or from the balconies of any Lot. Any damage or cost of the cleaning or repair caused by any breach of this rule shall be borne by the Proprietor or occupier concerned.

11. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

- 11.1** the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and
- 11.2** any other service or facility provided by the Owners Corporation for the benefit of the Members.

12. Use of Common Property

A Member must not:

- 13.1.4 ensuring that any part of the Common Property is damaged during the moving process.
- 13.2** When moving any furniture or goods through the Common Property a Member, Occupier or Invitee must:
- 13.2.1 comply with any directions of the relevant owners corporation; and
- 13.2.2 not move furniture or goods through the front entrance to the Development.
- 13.3** A Member, Occupier or Invitee must promptly notify the Owners Corporation of any damage caused to the Common Property as a result of the moving process and must promptly reimburse the owners corporation for any repairs undertaken as a result of damage caused during the moving process, on presentation of a copy of any relevant tax invoice to the Member, Owner or Occupier by the owners corporation.

14. Restrictions – Trade or Business

- 14.1** The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express written consent of the Owners Corporation.
- 14.2** If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- 14.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
- 14.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
- 14.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

15. Behaviour of Invitees

- 15.1** The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).
- 15.2** A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- 15.3** A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 15.1 and 15.2.
- 15.4** Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

16. Owners Corporation Fees

- 16.1** The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations (including the cost of maintenance of any car park lifts within the Common Property) quarterly in advance according to their lot entitlement.
- 16.2** The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 16.3** Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

17. Consent of Owners Corporation

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

18. Complaints and Disputes

- 18.1** Any Dispute must be dealt with at first instance in accordance with this Rule 18.
- 18.2** A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 18.
- 18.3** The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 18.3.1 arrange a meeting between the parties to resolve the Dispute; or
 - 18.3.2 waive the requirement for the parties to meet.
- 18.4** Notwithstanding the course of action elected by the Committee under Rule 18.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 18.5** Without limiting the generality of this Rule 18.5, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 18.5.1 arrange a meeting between the parties to resolve the Dispute; or
 - 18.5.2 waive the requirement for the parties to meet.

- 18.6** If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 18.3 or 18.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

19. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

20. Charges imposed on Members and Occupiers

- 20.1** Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 20.2** The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 20.3** The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 20.4** Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

21. Rules Subject to Rights of the Vendor and the Developer

- 21.1** These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

- 21.1.1 the Vendor and/or the Developer and/or their equity partners (if any) is a Member or Occupier;
- 21.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
- 21.1.3 the Vendor and/or the Developer and/or their equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.



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- 21.2** The Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
- 21.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
 - 21.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
 - 21.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
 - 21.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
 - 21.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagees or chargees think fit; and
 - 21.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - 21.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor, the Developer and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 21.3** The Owners Corporation must, within 7 days of being requested by the Vendor or the Developer or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor, the Developer or their mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor and the Developer under this Rule 4.
- 21.4** Every Member hereby consents to and agrees to the Vendor and the Developer undertaking any or all of the rights of the Vendor and the Developer set out in this Rule without any prevention or hindrance of such Member.
- 21.5** In exercising its rights under this Rule, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

22. Warranties & Novation or assignment of contracts

- 22.1** The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 22.2** The Developer must and the Owners Corporation must accept, assignment or novation of the contracts referred to in Rule 22.1 at the first meeting of the Owners Corporation.
- 22.3** The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 22.4** The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 22.5** The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.
- 22.6** All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 22 relative to the lot liability on the Plan.

23. Development Lease, Signage & Other Licences

- 23.1** The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor:
- 23.1.1 a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the common areas within the Development;
- 23.1.2 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
- 23.1.3 permission to the Vendor's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,
- provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
- 23.2** A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule.
- 23.3** The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 23.

- 23.4** A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would impede the powers of the Owners Corporation under this Rule 23.

24. Car Park Stackers

24.1 Stacker Lots

A Member or Occupier must not:

- 24.1.1 use a Stacker Lot or any car stacker for any purpose other than is designed, without the prior written consent of the Owners Corporation;
- 24.1.2 assign, sub-let or grant any licence to any person for a Stacker Lot without the prior written consent of the Owners Corporation;
- 24.1.3 obstruct or block any Stacker Lot or the use or operation of any car stacker forming part of the Common Property.

24.2 Car Stackers

24.2.1 Owners Corporation Obligations

- (a) The Members acknowledge that the Owners Corporation owns the car stackers in the Development.
- (b) The Owners Corporation will:
 - (i) procure the maintenance, repair and replacement of all car stackers for all Members that own a Stacker Lot and ensure there is suitable insurance for the car stackers including insuring the car stackers against damage and destruction;
 - (ii) do all things reasonably required to ensure that all car stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement; and
 - (iii) replace a car stacker when the Owners Corporation decides the car stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.

24.2.2 Member Obligations

- (a) A Member that owns a Stacker Lot must:
 - (i) ensure that any vehicle is removed from the car stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the car stacker;
 - (ii) not use a Stacker Lot when the Owners Corporation determines that the car stacker must be maintained, repaired or replaced; and
 - (iii) permit access to the Stacker Lot for such works to be carried out.
- (b) A Member must not make any claim against the Owners Corporation for:



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- (i) any loss or cost due to the Member's failure to observe rule 24.2.2(a);
or
 - (ii) the failure of the car stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- (c) Each Member must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a car stacker caused by the Member, the Occupier and any third party to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.
- (d) Each Member that owns a Stacker Lot must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by either the number of Stacker Lots, or all lots in the Owners Corporation, as determined by the Manager from time to time:
- (i) costs incurred by the Owners Corporation under Rules 24.2.1(b)(i), 24.2.1(b)(ii) and 24.2.1(b)(iii) inclusive;
 - (ii) all operational costs required to operate the car stackers;
 - (iii) a contribution to a sinking fund for the eventual replacement of the car stackers at the end of their economic or practical life;
 - (iv) a management fee as determined by the Owners Corporation (but not to exceed 15% of the amounts in Rules 24.2.2(d)(i), 24.2.2(d)(ii) and 24.2.2(d)(iii) above; and
 - (v) any goods and services tax on the above amounts.
- (e) Each Member that owns a Stacker Lot must pay the amount in Rule 24.2.2(d) even if the Member does not use the Stacker Lot.
- (f) The Members acknowledge and agree that the Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable and must not challenge such calculation.
- (g) Each Member that owns a Stacker Lot must not and ensure that each Occupier does not:
- (i) use the Stacker Lot for the parking of vehicles which do not meet the car stacker manufacturer's specifications, the requirements of the Owners Corporation and any rules of use imposed by the Owners Corporation from time to time;
 - (ii) allow or permit any person to use the car stacker who is not an owner or Occupier of the Member's Lot;
 - (iii) allow or permit any person to use the car stacker if they have not undertaken an induction and training course on the car stacker's use, if so required by the Owners Corporation;
 - (iv) fail to provide particulars to the Owners Corporation of the Member's or Occupier's vehicle and contact details using the car stacker including registration number and advise the Owners Corporation of any change;

- (v) damage or misuse the car stacker;
- (vi) use, or allow a car stacker to be used for parking of a vehicle unless it is owned or used by the Member or an Occupier of a Stacker Lot;
- (vii) fail to comply with any rules, requirements or directions about any security device which activates or operates the car stacker;
- (viii) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the car stacker to operate; nor
- (ix) delegate, assign or sublet any of its rights under this Rule to anyone other than the Member or Occupier of a Stacker Lot.

24.3 Liability for Car Stacker Costs/Fees/Levies

A Member that owns a Stacker Lot will be liable to pay any amounts in connection with the car stackers as set out in Rules 24.2.2.

For the avoidance of doubt, the Owners Corporation not require a Member that does not own a Stacker Lot to pay any amounts contained in 24.2.2 unless that Member uses or accesses the Stacker Lot.

24.4 Security keys and access to Lots and Common Property

- 24.4.1 If the Owners Corporation restricts the access of the Members to a Lot or to the Common Property through the use of a security locking device, then the Owners Corporation may:
- (a) make such number of security keys as it deems appropriate to access the restricted area; and
 - (b) using its sole, unfettered discretion, make these security keys available to certain Members to access the restricted area of the Common Property or the Lot to where access has been restricted.
- 24.4.2 The Owners Corporation may charge a fee for any additional or replacement security key required by a Member.
- 24.4.3 A Member must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a Lot or third person and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return and proper use of the security key to the Member or the Owners Corporation.
- 24.4.4 A Member in possession of a security key must not without the written consent of 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 other person and is not disposed of other than by returning it to the Member or the Owners Corporation.
- 24.4.5 A Member of a Lot must promptly notify the Manager if a security key issued to them is lost or destroyed.
- 24.4.6 The security of a Lot is the responsibility of the Member of that Lot and the Owners Corporation will not be liable for any breach of the security of a Lot or for any loss of property from a Lot or the Common Property.

24.5 Storage of Flammable Liquids

A Member must not:

- 24.5.1 except with the written consent of the Owners Corporation, 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 intended to be used for domestic purposes or in the fuel tank of a motor vehicle;
- 24.5.2 do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation; and
- 24.5.3 must not store anything outside a storage cage

24.6 Storage of Bicycles

A Member must not:

- 24.6.1 permit any bicycle to be stored other than in the areas of the Common Property designated by the Manager for such purpose and fitted with bicycle racks;
- 24.6.2 permit any bicycle to be brought into a Lot (except for any Lot or part of a Lot specifically intended for storage purposes) or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Manager from time to time.

24.7 Restricted Use of Common Property

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:

- 24.7.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or occupiers of any part of the Common Property;
- 24.7.2 permit, to the exclusion of Members, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- 24.7.3 restrict by means of security key the access of the Member to any part of the Common Property;
- 24.7.4 restrict by means of security key the access of the Members of one level of the Lots to any other level of the Lots, and
- 24.7.5 cancel any security card issued where Member is in arrears in payment of Owners Corporation levies.

24.8 Vehicles On Common Property

- 24.8.1 A Member must not park or permit to be parked a vehicle, trailer or motorcycle on Common Property so as to obstruct any driveway entrance to a Lot or the Common Property, or in any place other than in a parking area specified for such purpose by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicle, trailer or motorcycle.



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- (b) ensure compliance with all laws and regulations relating to fire safety in respect of the Lot and the Common Property and must follow the directions of the Owners Corporation and Manager;
- (c) must participate in any fire drills organised by the Owners Corporation;
- (d) ensure that all smoke detectors installed in the Lot are properly maintained and tested as required and that back up batteries relating to the smoke detectors are replaced whenever necessary;
- (e) not breach the fire regulations by installing deadlocks or peepholes that would void the Owners Corporation insurance policy;
- (f) ensure that they are aware of all safety and emergency procedures;
- (g) if the Member causes a false fire alarm to be set off, cover the costs incurred by the Owners Corporation in relation to the attendance of the metropolitan fire brigade and other related costs will be recoverable from the Proprietor or occupier of the Lot;
- (h) if there is any imminent danger or threat concerning a Member's Lot or the Common Property, immediately:
 - (i) notify the Owners Corporation of the danger or threat;
 - (ii) obey the Owners Corporation's instructions, including evacuating the Lot or the Common Property; and
 - (iii) obey the instructions of the police, fire brigade, ambulance or any other relevant authority.

24.10.2 The Owners Corporation may secure and keep the Common Property and any Lots safe from fire or other hazards. This includes:

- (a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a Lot; and
- (b) allowing a part of the Common Property to be used for security purposes, including monitoring the security and safety of Lots, even if this means excluding Proprietors or occupiers from using that part of the Common Property.

24.11 Recovery of Owners Corporation Contribution Fees and Legal Costs

The Member must pay on demand by the Owners Corporation all costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach of these Rules or under any legislation by a member, including all legal costs on a solicitor-own client basis, or relating to the recovery of arrears of any Owners Corporation contribution fees or levies.

24.12 Penalty Interest

The Owners Corporation will charge penalty interest on any outstanding amounts owing to the Owners Corporation by a Member of no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) (as amended).

24.13 Use of Appurtenances

A Member must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances must not be deposited therein. Any costs or expenses resulting from any damage or blockage must be borne by the Member found to be responsible for the damage or blockage.

Land Tax Clearance Certificate

Land Tax Act 2005



CHERYL BETTS

Your Reference: LD:35561763-010-3.22001892

Certificate No: 35556478

Issue Date: 02 MAR 2020

Enquiries: MXH10

Land Address: UNIT 208, 1 QUEEN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44900692	208	724915	11977	808	\$0.00

Vendor: RACHEL MOLLISON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
RACHEL LOUISE MOLLISON	2020	\$62,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$315,000

SITE VALUE: \$62,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 35556478

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only


LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$0.00

Taxable Value = \$62,000

Calculated as \$0 plus (\$62,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY  Biller Code: 5249 Ref: 35556478
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: 35556478
Visa or Mastercard. Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax