

DATED:

**RAJA BHADURY
AND
RACHAEL LOUISE BHADURY**

to

CONTRACT OF SALE OF REAL ESTATE

Property: UNIT 4, 94-98 HAMPSHIRE ROAD, SUNSHINE VIC 3020

Altona Bay Conveyancing
P.O. Box 1165
Altona Meadows VIC 3028

Tel: 0458 060054
Email: altonabayconvey@bigpond.com

Ref: JE:RRB:180358

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

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: Unit 4, 94-98 Hampshire Road, SUNSHINE VIC 3020

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../2021

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2021

Print name(s) of person(s) signing: RAJA BHADURY AND RACHAEL LOUISE BHADURY

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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

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

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

Bells Real Estate
14 Devonshire Road, SUNSHINE VIC 3020
Email: tan@bellsrealestate.com.au
Tel: 03 9300 9005 Mob: 0403 214933

Vendors

Raja Bhadury & Rachael Louise Bhadury
Unit 4, 94-98 Hampshire Road, SUNSHINE VIC 3020

Vendor's legal practitioner or conveyancer

Altona Bay Conveyancing
P.O. Box 1165, Altona Meadows VIC 3028
Email: altonabayconvey@bigpond.com
Mob: 0458 060054 Ref: JE:RRB:180358

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below --

Certificate of Title reference	being lot	on plan
Volume 10315 Folio 468	4	PS348371W

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **UNIT 4, 94-98 HAMPSHIRE ROAD, SUNSHINE VIC 3020**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment (general condition 11)

Price

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

Balance _____ payable at settlement

GST (general condition 13)

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

-

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

-

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

-

Settlement (general condition 10)

is due on

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1. The particulars of the lease are in the attached copy of lease.
- now periodic – month to month lease

-

Terms contract (general condition 23)

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

-

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

**Special
conditions**

Special Conditions

1. Acceptance of title

General condition 12.4 is added:

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

2. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- a. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- b. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- c. Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- d. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- e. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- f. Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- g. The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- h. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- i. The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- j. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Stamp Duty: Purchasers buying unequal interests

- 3.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 3.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 3.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 3.4 This Special Condition will not merge on completion.

4. Foreign Acquisitions

- 4.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cwlth) do not require the purchaser to obtain consent to enter this contract.

5. Statement of Adjustments

- 5.1 The purchasers representative must provide the statement of financial adjustments together with all supporting certificates no later than 5 business days prior to the settlement.

6. Smoke Alarms

- 6.1 The property may include a building to which Regulation 5.14 of the Building Regulations 1994 applies that requires the installation of a self contained smoke alarm. It is agreed that the Purchaser shall comply with the said Regulation and the Purchaser shall indemnify and keep the Vendor indemnified against any non-compliance with the said Regulation.

7. Swimming Pools & Spas:

- 7.1 In the event that an unfenced swimming pool, spa or other body of water is on the land, that is required to be fenced or otherwise protected, it is agreed that the Purchaser will be required at their expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict access by young children to the body of water. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water. It is agreed that the Purchaser shall comply with the said Regulation and the Purchaser shall indemnify and keep the Vendor indemnified against any non-compliance with the said Regulation.

8. Condition of Property

- 8.1 The property and any goods and improvements are sold in their present condition and subject to any defects and subject to any notices or orders affecting the property as disclosed in the vendors statement or otherwise.

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

9. Purchaser Acknowledgements

- 9.1 The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

- 9.2 The Vendor makes no warranty or representation:

- (i) That the land is identical with the land described in the Particulars of Sale; or
- (ii) That the property and improvements comply with all laws applicable to land and the requirements of any authority;
 - or
 - a. That the improvements are erected within the boundaries of the land, or
 - b. That the improvements owners by other persons do not encroach onto the land, or
 - c. As to the condition of the property

- 9.3 The Purchaser may not call upon the Vendor to:

- (a) Amend title; or
- (b) Rectify any failure to comply with a law applicable to land or a requirement of any authority; or
- (c) Relocate any improvements not erected within the boundaries of the land; or
- (d) Remove or relocate any improvements owned by other persons which encroach onto the land; or
- (e) Do any work to the property; or
- (f) Bear the cost of doing so.

10. The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the Property by the due date under this Contract; the following shall be "reasonably foreseeable loss" within the General Condition 25(a):
- 10.1 The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
 - 10.2 Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.
 - 10.3 Accommodation expenses necessarily incurred by the Vendor.
 - 10.4 Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
 - 10.5 Legal costs and expenses incurred by the Vendor
11. **Auction Sale:**
The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

General Conditions

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

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

10. SETTLEMENT

10.1 At settlement:

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

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

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

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

13. GST

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

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

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

13.8 In this general condition:

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

14. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

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

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

RAJA BHADURY
AND
RACHAEL LOUISE BHADURY

VENDOR STATEMENT

Property: UNIT 4, 94-98 HAMPSHIRE ROAD, SUNSHINE VIC 3020

Altona Bay Conveyancing
P.O. Box 1165
Altona Meadows VIC 3028

Tel: 0458 060054
Email: altonabayconvey@bigpond.com

Ref: JE:RRB:180358

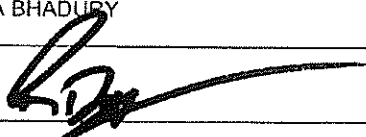
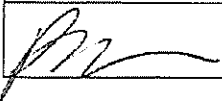
Vendor Statement

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

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

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

Land	UNIT 4, 94-98 HAMPSHIRE ROAD, SUNSHINE VIC 3020 (Volume 10315, Folio 468)
------	---

Vendor's name	RAJA BHADURY	Date	23 / 1 / 2021
Vendor's signature			
Vendor's name	RACHAEL LOUISE BHADURY	Date	22 / 1 / 2021
Vendor's signature			

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$ 4,000.00

Includes: council rates, water rates and land tax.

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

None to vendors knowledge.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

None to vendors knowledge.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an "X"

3.4 Planning Scheme

- (a) Name of Planning Scheme: **Brimbank Planning Scheme**
- (b) Name of responsible Authority: **Brimbank City Council**
- (c) Zoning of land: **Activity Centre Zone (ACZ)**
Activity Centre Zone – Schedule 1 (ACZ1)
- (d) Name of planning overlays: **Development Contributions Plan Overlay (DCPO)**
Development Contributions Plan Overlay – Schedule 1 (DCPO1)

Refer attached with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to vendors knowledge.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are as follows:

Nil.

6. OWNERS CORPORATION

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

Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

Not Applicable.

10. SUBDIVISION

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

1. Due diligence checklist
2. Register Search Statement – Volume 10315, Folio 468
3. Plan of Subdivision 348371W
4. Property Report
5. Planning Property Report
6. Brimbank City Council Rates Notice
7. City West Water Rates Notice
8. Owners Corporation Information

Due Diligence Checklist



What you need to know before buying a residential property

Before buying 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 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 on or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

Page 1 of 2

VOLUME 10315 FOLIO 468

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LAND DESCRIPTION

Lot 4 on Plan of Subdivision 348371W.

PARENT TITLES :

Volume 05356 Folio 017 Volume 05684 Folio 658 Volume 05819 Folio 769

Created by instrument PS348371W 31/01/1997

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

RAJA BHADURY

RACHAEL LOUISE BHADURY both of UNIT 4 94-98 HAMPSHIRE ROAD SUNSHINE VIC 3020

AM979622B 01/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS029398C 22/03/2019

AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 PS348371W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 94-98 HAMPSHIRE ROAD SUNSHINE VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS

Effective from 22/03/2019

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION PLAN NO. PS348371W


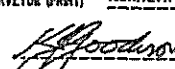


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**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 2 of 2

DOCUMENT END

PLAN OF SUBDIVISION	Stage No. <hr/>	LTO use only EDITION 3	Plan Number P.S. 348371W				
Location of Land Parish: CUT PAW PAW Township: Section: Crown Allotment: Crown Portion: 18 (PART) LTO base record: CHART No.129 (2478) Title References: Vol. 5356 Fol. 017 Vol. 5819 Fol. 769 Vol. 5684 Fol. 658 Last Plan Reference: L.P.10249 LOTS 1, 2 & 3 Postal Address: 94-98 HAMPSHIRE ROAD SUNSHINE 3020 AMG Co-ordinates: N 5 815 090 (Of approx. centre of plac) E 308 950 Zone 55	Council Certification and Endorsement Council Name: CITY OF BRIMBANK Ref: 96/346 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(1) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (U) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (O) The requirement has been satisfied. (M) The requirement is to be satisfied in Stage Council Delegate Council seal Date 16 / 9 / 96 Re-certified under section 11(1) of the Subdivision Act 1988 Council Delegate Council seal Date / /						
Vesting of Roads or Reserves							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Identifier</th> <th style="width:50%;">Council/Body/Person</th> </tr> <tr> <td style="text-align: center;">NR</td> <td style="text-align: center;">NR</td> </tr> </table>	Identifier	Council/Body/Person	NR	NR			
Identifier	Council/Body/Person						
NR	NR						
Notations							
Depth Limitation: Does not apply	Staging This is/ is not a staged subdivision Planning Permit No.						
Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.							
Easement Information							
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Section 12(2) of the Subdivision Act 1988 applies to all the land on this plan			LTO use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 29 / 1 / 97				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-1 E-2	PARTY WALL SEWERAGE	0.12 2	THIS PLAN THIS PLAN	RELEVANT ADJUTING LOTS ON THIS PLAN CITY WEST WATER LIMITED			
			LTO use only PLAN REGISTERED TIME 8-45AM. DATE 31 / 1 / 97  Assistant Registrar of Titles Sheet 1 of 3 Sheets				
K.J.GOODISON AND ASSOCIATES LICENSED SURVEYORS 305 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015		LICENSED SURVEYOR (PRINT) <u>Kenneth John GOODISON</u> SIGNATURE  DATE 26 / 7 / 96 REF 8300 VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3			

PLAN OF SUBDIVISION

Stage No.

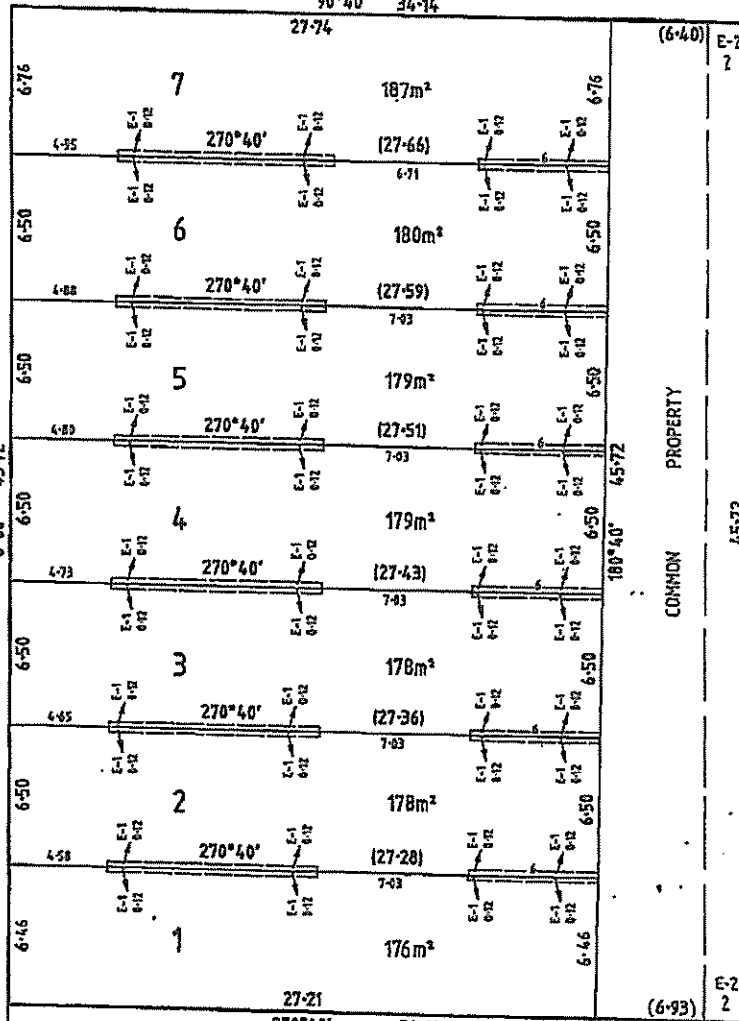
Plan Number

P.S.348371W

DERBY ROAD

90°40' 34-14

27-74



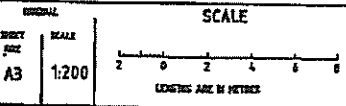
APPROX TRUE NORTH

ROAD

HAMPSHIRE

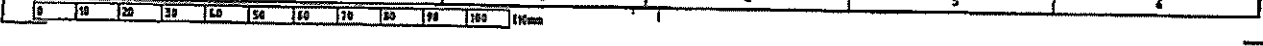
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4-58
6-46
180°40' 45-72
COMMON PROPERTY
45-72
180°00'
(6-93) E-2
2

K-J GOODISON AND ASSOCIATES
LICENSED SURVEYORS
305 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015



LICENSED SURVEYOR (PRINT) Kenneth John GOODISON
SIGNATURE *[Signature]* DATE 26.1.7.96
REF 8300 VERSION 2

SHEET 2 OF 3 SHEETS
DATE
COUNCIL DELEGATE SIGNATURE



PS348371W

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

Sheet 3

Property Report from www.land.vic.gov.au on 05 January 2021 06:53 PM

Address: UNIT 4/94-98 HAMPSHIRE ROAD SUNSHINE 3020

Lot and Plan Number: Lot 4 PS348371

Standard Parcel Identifier (SPI): 4\PS348371

Local Government (Council): BRIMBANK Council Property Number: 815068

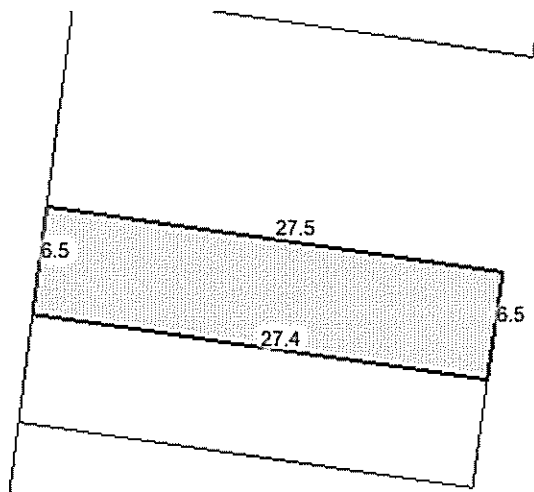
Directory Reference: Melway 40 H2

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 178 sq. m

Perimeter: 68 m

For this property:

— Site boundaries

- - - Road frontages

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

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

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State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: FOOTSCRAY

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: ACTIVITY CENTRE ZONE (ACZ)
ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

Planning scheme data last updated on 22 December 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

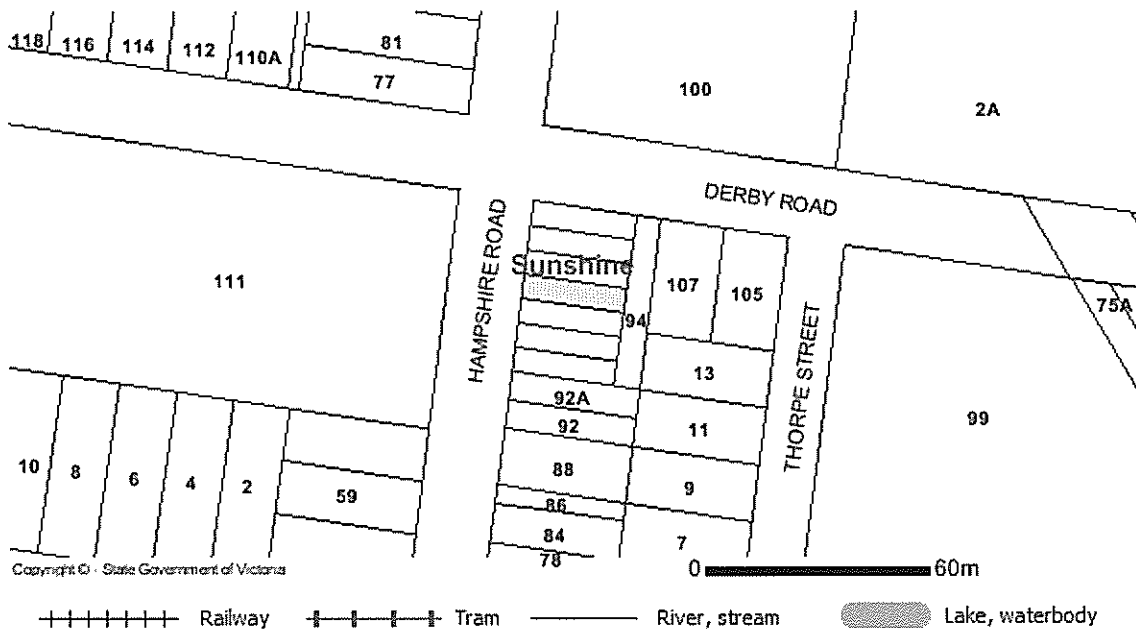
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 05 January 2021 08:36 PM

PROPERTY DETAILS

Address: UNIT 4/94-98 HAMPSHIRE ROAD SUNSHINE 3020
Lot and Plan Number: Lot 4 PS348371
Standard Parcel Identifier (SPI): 4\PS348371
Local Government Area (Council): BRIMBANK www.brimbank.vic.gov.au
Council Property Number: 815068
Planning Scheme: Brimbank planning-schemes.delwp.vic.gov.au/schemes/brimbank
Directory Reference: Melway 40 H2

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: City West Water
Melbourne Water: inside drainage boundary
Power Distributor: POWERCOR

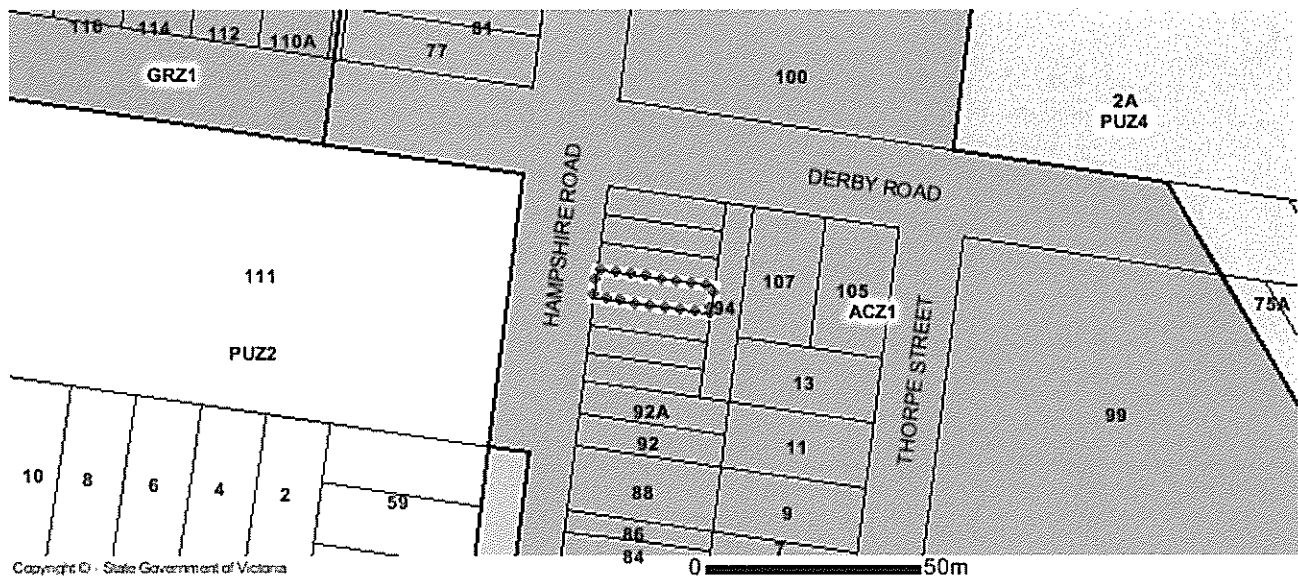
STATE ELECTORATES

Legislative Council: WESTERN METROPOLITAN
Legislative Assembly: FOOTSCRAY

Planning Zones

ACTIVITY CENTRE ZONE (ACZ)

ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)



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- | | | |
|-------------------------------|-------------------------------|---------------------------------|
| ACZ - Activity Centre | GRZ - General Residential | NRZ - Neighbourhood Residential |
| PUZ2 - Public Use - Education | PUZ4 - Public Use - Transport | |

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

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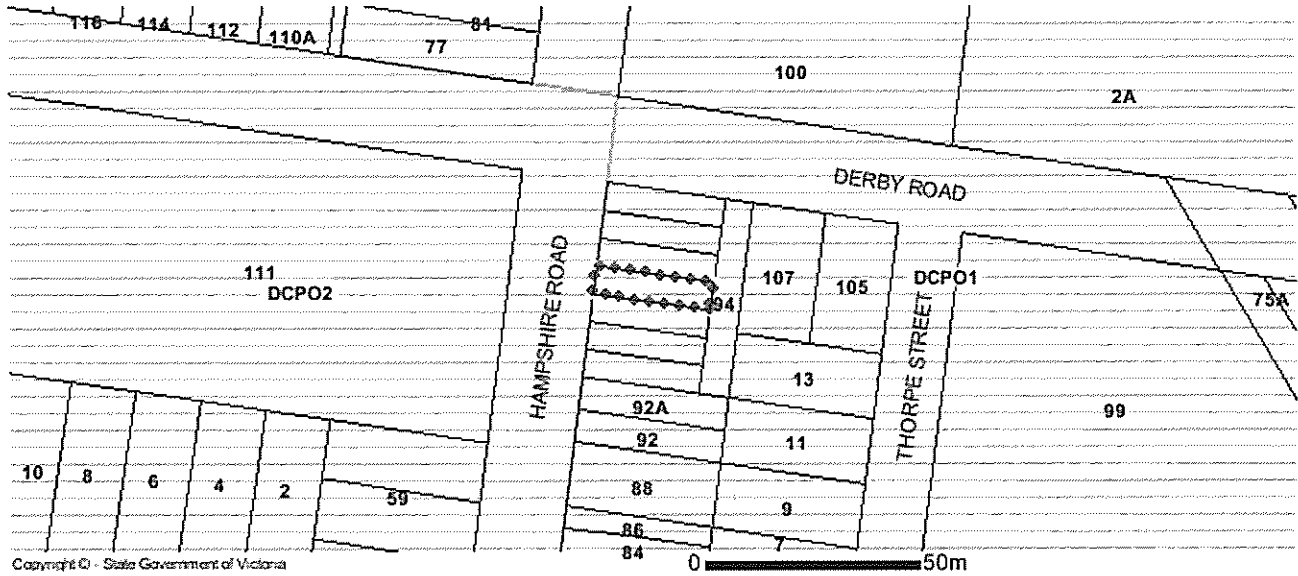
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan

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

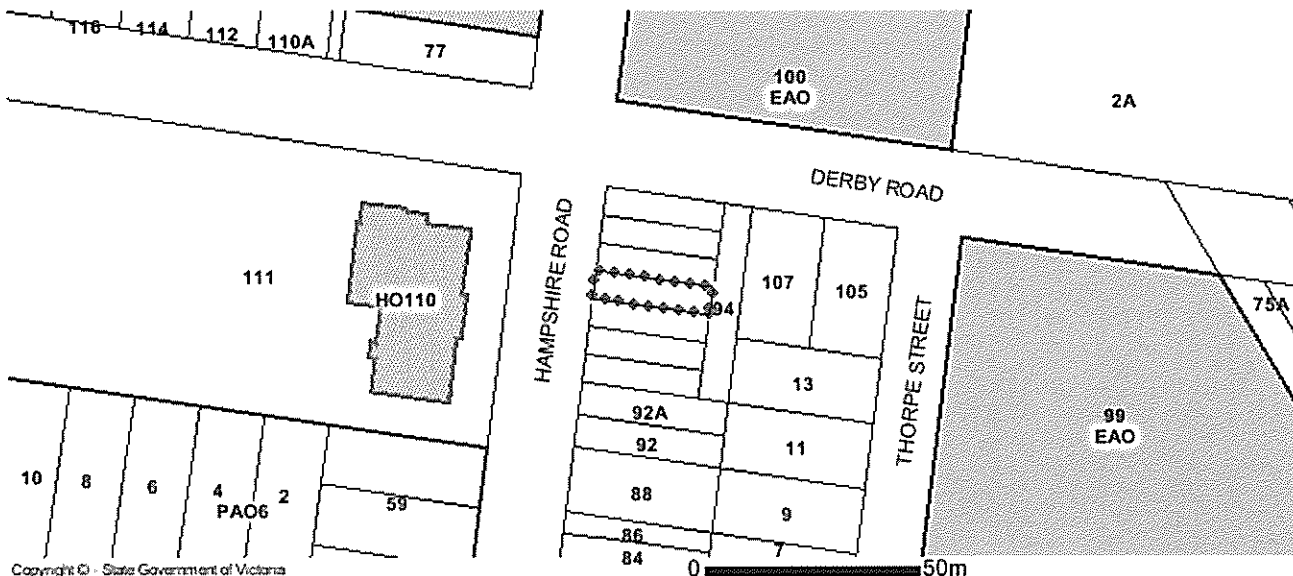
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)



EAO - Environmental Audit

HO - Heritage

PAO - Public Acquisition

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

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Further Planning Information

Planning scheme data last updated on 22 December 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

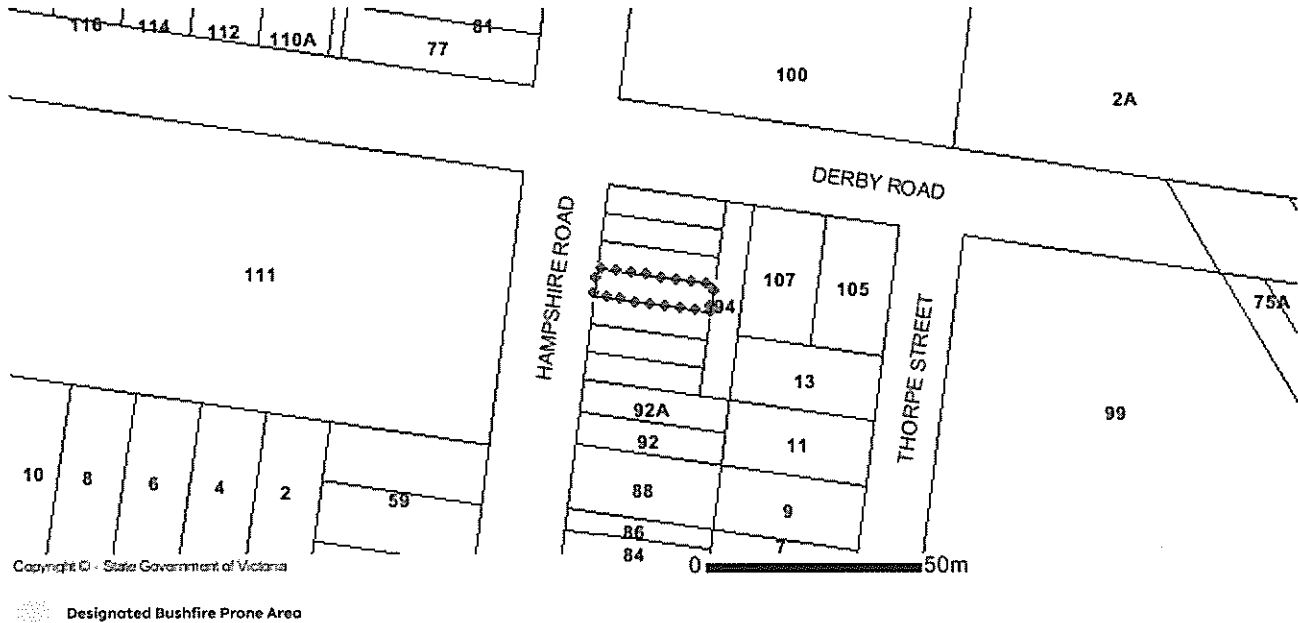
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

37.08
31/07/2018
VC148

ACTIVITY CENTRE ZONE

Shown on the planning scheme map as **ACZ** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage a mixture of uses and the intensive development of the activity centre:

- As a focus for business, shopping, working, housing, leisure, transport and community facilities.
- To support sustainable urban outcomes that maximise the use of infrastructure and public transport.

To deliver a diversity of housing at higher densities to make optimum use of the facilities and services.

To create through good urban design an attractive, pleasant, walkable, safe and stimulating environment.

To facilitate use and development of land in accordance with the Development Framework for the activity centre.

37.08-1
17/09/2009
VC59

Operation

A schedule to this zone comprises the Development Framework for the activity centre.

A schedule to this zone must contain:

- A framework plan for the activity centre.
- A statement of the activity centre land use and development objectives to be achieved.

A schedule to this zone may contain:

- Centre-wide provisions.
- Precinct provisions.

37.08-2
17/09/2009
VC59

Table of uses

Section 1 - Permit not required

Use	Condition
Any use in Section 1 of the schedule to this zone	Must comply with any condition in Section 1 of the schedule to this zone.

Section 2 - Permit required

Use	Condition
Any use in Section 2 of the schedule to this zone	Must comply with any condition in Section 2 of the schedule to this zone.

Section 3 - Prohibited

Use
Any use in Section 3 of the schedule to this zone

37.08-3
17/09/2009
VC59

Use of land

Any requirement in the schedule to this zone must be met.

37.08-4
31/07/2018
VC148

Subdivision

A permit is required to subdivide land.

Any requirement in the schedule to this zone must be met.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none">▪ The area of either lot is reduced by less than 15 percent.▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none">▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none">▪ The construction of a building or the construction or carrying out of works on the land:<ul style="list-style-type: none">- Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.- Has started lawfully.▪ The subdivision does not create a vacant lot.	Clause 59.02

37.08-5
31/07/2018
VC148

Buildings and works

A permit is required to construct a building or construct or carry out works unless the schedule to this zone specifies otherwise.

An apartment development must meet the requirements of Clause 58.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application**Information requirements and decision guidelines**

Construct a building or construct or carry out works with an estimated cost of up to \$500,000 and the land is not:

- Within 30 metres of land (not a road) which is in a residential zone.
- Used for a purpose listed in the table to Clause 53.10.

Transitional provisions

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

37.08-6

17/09/2009
VC59

Design and development

A schedule to this zone may include requirements relating to:

- Building setbacks.
- Building height.
- Building materials.
- Access.
- Landscaping.
- Public realm.
- Any other requirements or guidelines relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which is not in accordance with any design and development requirement in the schedule to this zone unless the schedule to this zone specifies otherwise.

37.08-7

16/01/2018
VC142

Application requirements**Use**

An application to use land must be accompanied by the following information, as appropriate:

- A description of the proposed use and the types of activities which will be carried out and any proposed staging of use and activities on the land.
- Plans drawn to scale and dimensioned which show:
 - The siting and use of buildings.
 - Areas not required for immediate use.
 - Adjacent buildings and uses.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of goods and materials, hours of operation and light spill, solar access, glare, air-borne emissions and emissions to land and water.
- If an industry or warehouse:
 - The type and quantity of goods to be stored, processed or produced.

- Whether a Works Approval or Waste Discharge Licence is required from the Environment Protection Authority.
- Whether a notification under the Occupational Health and Safety Regulations 2017 is required, a licence under the *Dangerous Goods Act 1995* is required, or a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2012 is exceeded.
- Any other information specified in the schedule to this zone.

Subdivision

An application to subdivide land must be accompanied by the following information, as appropriate:

- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The pattern of subdivision of the surrounding area.
 - Easements.
 - Location of drainage and other utilities.
 - Street frontage features such as poles, street trees and kerb crossovers.
 - Access points.
 - Any natural features.
- Any other information specified in the schedule to this zone.

Buildings and works

An application to construct a building or construct or carry out works must be accompanied by the following information, as appropriate:

- Plans drawn to scale and dimensioned which show:
 - The boundaries and dimensions of the site.
 - Adjoining roads.
 - The location, height and use of buildings and works on adjoining land.
 - Levels of the site and the difference in levels between the site and surrounding properties to a defined point at the site boundaries or to Australian Height Datum (AHD).
 - Any contaminated soils and filled areas, where known.
 - The layout of existing and proposed buildings and works.
 - The internal layout and use of the proposed development.
 - All access and pedestrian areas.
 - All driveway, car parking and loading areas.
 - Existing vegetation and proposed landscape areas.
 - All external storage and waste treatment areas.
 - The location of easements and services.
- Elevation plans drawn to scale and dimensioned which show:
 - The building form and scale.
 - Setbacks to property boundaries.

- Finished floor levels and building heights to a defined point at the site boundaries or to Australian Height Datum (AHD).
- Shadow diagrams based on the equinox shown for existing conditions and the proposed development.
- A schedule of finishes for the proposed development detailing materials and colours of external surfaces including walls, roofs and fences.
- A written statement providing an assessment of the proposal against the relevant sections of the Planning Policy Framework, Activity Centre Zone and any relevant overlays.
- An assessment of the characteristics of the area including:
 - Any environmental features such as vegetation, topography and significant views.
 - Street design and landscape.
 - The pattern of development.
 - Building form, scale and rhythm.
 - Architectural style, building details and materials.
 - Connection to the public realm.
 - Any significant noise, odour, fume and vibration sources to and/or from the development.
- A landscape plan which includes the description of vegetation to be planted, the surfaces to be constructed, site works specification and method of preparing, draining, watering and maintaining the landscape area.
- Construction details of all drainage works, driveways, vehicle parking and loading areas.
- An urban context report and design response as required in Clause 58.01 for an application to construct or extend an apartment development, or to construct or extend a dwelling in or forming part of an apartment development.
- Any other information specified in the schedule to this zone.

37.08-8

31/07/2018
VC148

Exemption from notice and review

An application under Clauses 37.08-2, 37.08-4, 37.08-5 or 37.08-6 is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act unless the schedule to this zone specifies otherwise.

A schedule to this zone may specify an application in respect of land in an Activity Centre Zone under any other specified provision of this scheme is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

37.08-9

31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The development framework plan set out in the schedule to this zone.
- The land use and development objectives set out in the schedule to this zone.

- The extent that the layout and design of the new use or development minimises the potential for off-site impacts, including from noise, fumes, odour or vibrations, ensuring that:
 - existing uses are not compromised by a new development, or
 - a new development is designed to address amenity impacts from existing uses.
- Any requirements set out in the schedule to this zone.
- Any other decision guidelines specified in the schedule to this zone.

Access

- Movements systems through and around the site including the movement of pedestrians and cyclists, and vehicles providing for supplies, waste removal, emergency services and public transport.
- The provision of car parking, loading of vehicles and access to parking spaces and loading bays.

Use

- The interim use of those parts of the land not required for the proposed use.
- Whether the use is compatible with adjoining and nearby land uses.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Design and built form

- The design, scale, height, setback, appearance and material of the proposed buildings and works.
- The provision for solar access to the building and on the public realm.
- The design of the public realm.
- The relationship between the proposed building and the public realm.
- The streetscape, including the conservation of buildings, the design of verandas, access from the street front, provision of active frontages to pedestrian areas, the treatment of the fronts and backs of buildings and their appurtenances, illumination of buildings or their immediate spaces and the landscaping of land adjoining a road.
- The interface with adjoining zones, especially the relationship with residential zones.
- The objectives, standards and decision guidelines of Clause 54 and Clause 55. This does not apply to an apartment development.
- For an apartment development, the objectives, standards and decision guidelines of Clause 58.
- The storage of rubbish and materials for recycling.

Transitional provisions

The objectives, standards and decision guidelines of Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC 136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

37.08-10

31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05. This zone is in Category I unless a schedule to this zone specifies a different category.

37.08-11

17/09/2009
VC59

Other provisions of the scheme

The schedule to this zone may specify that other provisions of the scheme do not apply.

29/11/2018
C188P11

SCHEDULE 1 TO CLAUSE 37.08 ACTIVITY CENTRE ZONE

Shown on the planning scheme map as ACZ1.

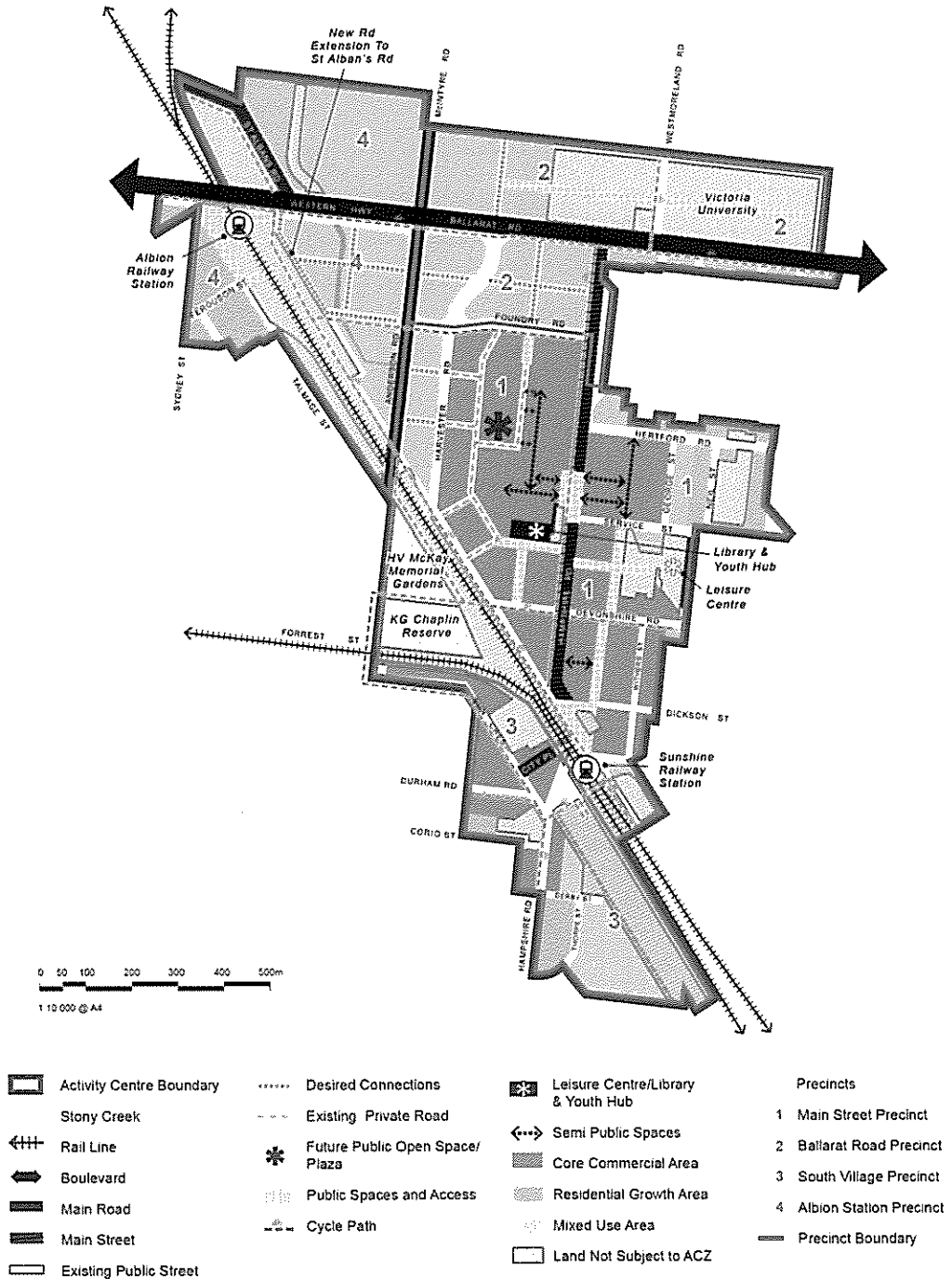
SUNSHINE TOWN CENTRE

1.0

29/11/2018
C188P11

Sunshine Town Centre Framework Plan

Diagram 1: Sunshine Town Centre Structure Plan



2.010/11/2016
C185**Land use and development objectives to be achieved****General**

- To develop the Sunshine Town Centre as the primary Activity Centre within the Brimbank municipality.
- To support Sunshine's role as an emerging National Employment Cluster.
- To develop the Sunshine Town Centre as a vibrant hub for the local community and an important regional hub for metropolitan Melbourne's west and western Victoria.
- To encourage development that provides an economically vibrant, socially and environmentally sustainable Sunshine Town Centre, with a sense of community and place.

Activities and land use

- To establish higher-density mixed-use development along Ballarat Road, around the Sunshine Railway Station and in the Albion Station precinct.
- To consolidate large-format, restricted retail premises in the Ballarat Road Precinct.
- To concentrate retail, community and entertainment uses within the Main Street Precinct, particularly around the Sunshine Railway Station.
- To support the rehabilitation and redevelopment of former industrial land.
- To establish higher-density housing above ground floor commercial uses.

Subdivision

- To provide or otherwise not compromise the future provision of new streets and accessways, including pedestrian and bicycle paths, identified in the Sunshine Town Centre Framework Plan at clause 1.0.
- To discourage the subdivision of land with an existing low rise or low intensity use or development to prevent the further fragmentation of land ownership.
- To encourage the consolidation of lots to facilitate the creation of viable development sites that support the objectives of this schedule.

Built form and heritage

- To maintain a human scale built form at street level through the use of podiums.
- To ensure that new development supports Sunshine's distinctive sense of place through a legible and high quality built form and public realm.
- To focus more intensive built form around the Sunshine Railway Station.
- To reinforce the 'main street' character of Hampshire Road between the Sunshine Railway Station and Ballarat Road.
- To use built form design to indicate the major entries to the Sunshine Town Centre located on the corner of Ballarat Road and Hampshire Road and at the Sunshine Railway Station (including the bus interchange).
- To manage the built form transition between areas of change and established residential areas.
- To facilitate the redevelopment and reuse of heritage buildings.
- To enhance the heritage character of traditional (early 20th Century) shopping strips and historic pedestrian connections between the Sunshine Railway Station, the former Sunshine Harvester Site, McKay Gardens, Sun Crescent and City Place.
- To ensure new buildings connect to and provide opportunities for surveillance over streets, accessways and public spaces.

BRIMBANK PLANNING SCHEME

- To encourage the creation of boulevards of large canopy trees along main roads.

Movement and transport

- To improve the priority of pedestrians and cyclists in the public realm.
- To encourage the creation of a new public realm network including streets, accessways and public open spaces as part of the development of larger sites.
- To promote walking and cycling to and through the Sunshine Town Centre.
- To physically and visually connect the Sunshine Railway Station, including the bus interchange area, to Hampshire Road.
- To encourage activation of public transport nodes to improve amenity, safety and passive surveillance.
- To better manage traffic flow throughout the Sunshine Town Centre.
- To consolidate car parking throughout the Sunshine Town Centre to encourage the use of more sustainable forms of transport.

3.0

10/12/2015
C105

Table of uses

Section 1 - Permit not required

Use	Condition
Accommodation (other than Corrective institution)	Any frontage at ground floor level within the Core Commercial Area or Mixed Use Area must not exceed 2 metres (other than a Bed and breakfast and Caretaker's house).
Animal keeping	Must be no more than 5 animals.
Bottle shop	Must be located in a Core Commercial Area.
Child care centre	
Cinema based entertainment facility	Must be located in a Core Commercial area.
Education centre	Must be located in a Core Commercial Area or Mixed Use Area.
Exhibition centre	Must be located in a Core Commercial Area or Mixed Use Area.
Food and drink premises (other than Hotel and Tavern)	Must be located in a Core Commercial Area or Mixed Use Area.
Home occupation	
Hotel	Must be located in the Core Commercial Area.
Informal outdoor recreation	
Office	Must be located in the Core Commercial Area or Mixed Use Area or on the land identified as the Darling Flour Mill site in clause 5.4 of this schedule.
Postal agency	
Railway	

BRIMBANK PLANNING SCHEME

Use	Condition
Restricted retail premises	Must be located in a Mixed Use Area.
Shop (other than Adult sex bookshop, Bottle shop, Restricted retail premises and Supermarket)	Must be located in a Core Commercial Area or Mixed Use Area.
Supermarket	Must be located in a Core Commercial Area. If in a Mixed Use Area must be no greater than 1800 square metres in area.
Tavern	Must be located in the Core Commercial Area.
Tramway	
Any use listed in Clause 62.01	Must meet requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Adult sex bookshop	Must be located in a Core Commercial Area. Must be at least 200 metres measured by the shortest route reasonably accessible on foot from a residential zone or Residential Growth Area, or land used for a Hospital, Primary school or Secondary school, or land in a Public Acquisition Overlay to be acquired for a Hospital, Primary school or Secondary school.
Amusement parlour	Must be located in a Core Commercial or Mixed Use Area.
Bottle shop – if Section 1 condition is not met	Must be located in a Mixed Use Area.
Brothel	Must be located in a Core Commercial Area.
Car park	In a Residential Growth Area: <ul style="list-style-type: none"> ▪ must be used in conjunction with another use in Section 1 or 2.
Car wash	In a Residential Growth Area: <ul style="list-style-type: none"> ▪ the site must adjoin, or have access to, a road in a Road Zone.
Community market	
Convenience restaurant	In a Residential Growth Area: <ul style="list-style-type: none"> ▪ the site must adjoin, or have access to, a road in a Road Zone.
Food and drink premises (other than Convenience restaurant) – if Section 1 condition not met	

BRIMBANK PLANNING SCHEME

Use	Condition
Industry (other than Car wash, Materials recycling, Refuse disposal, Rural industry and Transfer station)	<p>Must be located in a Core Commercial Area or Mixed Use Area.</p> <p>Must not be a purpose listed in the table to Clause 52.10.</p>
Leisure and recreation (other than Informal outdoor recreation, Motor racing track)	
Nightclub	Must be located in a Core Commercial Area.
Office (other than Medical centre) – if Section 1 condition is not met	<p>In a Residential Growth Area:</p> <ul style="list-style-type: none"> ▪ must be located within 100 metres of a Core Commercial Area or Commercial Zone ▪ must have the same street frontage as the land in the Mixed Use Area or Mixed Use Zone ▪ the leasable floor area must not exceed 250 square metres.
Place of assembly (other than Amusement parlour and Nightclub)	
Plant nursery	
Retail premises (other than Convenience restaurant, Community market, Food and drink premises, Plant nursery and Postal agency)	Must be located in a Core Commercial Area or Mixed Use Area.
Service station	Must be located in a Core Commercial Area or Mixed Use Area.
Supermarket	Must not be located in Residential Growth Area.
Transport terminal	Must be located in a Core Commercial Area.
Warehouse	<p>Must be located in a Core Commercial Area or Mixed Use Area.</p> <p>Must not be a purpose listed in the table to Clause 52.10.</p>
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Agriculture (other than Animal keeping and Apiculture)
Corrective institution
Materials recycling
Motor racing track
Refuse disposal
Rural industry

Use

Saleyard

Transfer station

4.010/12/2015
C105**Centre-wide provisions****4.1**10/12/2015
C105**Use of land**

For the purposes of clause 3.0 to this schedule, the land use areas referred to in the Table of uses are those land use areas identified in clause 1.0 to this schedule as Core Commercial Area, Residential Growth Area and Mixed Use Area.

4.210/12/2015
C105**Buildings and works**

No permit is required to:

- Install an automatic teller machine provided that at least 80 per cent of the building facade of the building at ground floor level is maintained as an entry or window with clear glazing, excluding a building within a Heritage Overlay.

4.310/12/2015
C105**Design and development**

All buildings and works must be generally in accordance with the following design and development requirements.

The scale, bulk and quality of new development should support Sunshine's distinctive sense of place through legible and high quality built form.

Development should:

- Adopt an architectural form that is contemporary and innovative.
- Integrate with sites of heritage significance.
- Complement the existing character of the residential edges of the centre.
- Adopt environmentally sustainable design principles.

Maximum building height

Buildings and works should not exceed the relevant preferred maximum building height specified in the relevant precinct map in clause 5.0 to this schedule.

The preferred maximum building height does not apply to plant and service equipment, including plant rooms, lift overruns, solar collectors and other such equipment, provided the equipment is located, designed and screened to the satisfaction of the responsible authority.

Where a building or works exceeds the relevant preferred maximum building height, an assessment of the proposal against the relevant precinct objectives must be provided and the decision guidelines at clause 8.0 of the schedule will apply.

Street wall height

The preferred maximum street wall height is specified in the relevant precinct map in clause 5.0 to this schedule.

Where a building or works does not meet the preferred maximum street wall height the building or works must achieve the relevant precinct objectives and provide consistency and continuity in the streetscape.

Setbacks from a street

The setback of a building from a boundary with a street should be in accordance with the applicable setback specified in the relevant precinct map in clause 5.0 to this schedule. This does not apply to land within a Heritage Overlay.

Where the precinct map specifies a street wall along a boundary with a street, a building should be located with a zero setback from that boundary where non-residential uses are proposed at ground level.

In order to maintain a clearly defined street wall edge, balconies, terraces, decks or other forms of private open space should not project forward of a street wall.

Minor buildings or works such as porches, verandahs, balconies, pergolas sunshades, screens, architectural features, artworks and street furniture may be constructed within the setback area provided the following criteria are met:

- The building or works integrate with the design of the building.
- The building or works will not have an inappropriate visual impact when viewed from the street, public realm and adjoining properties.
- The building or works will not have an inappropriate impact on the amenity of the street, public realm and adjoining properties.

Upper level setback

Where a building is higher than the maximum street wall height, the higher section of the building should be setback a minimum of six metres from the line of the street wall. This setback may be reduced on the northern street frontage of a building.

Setbacks from side and rear boundaries

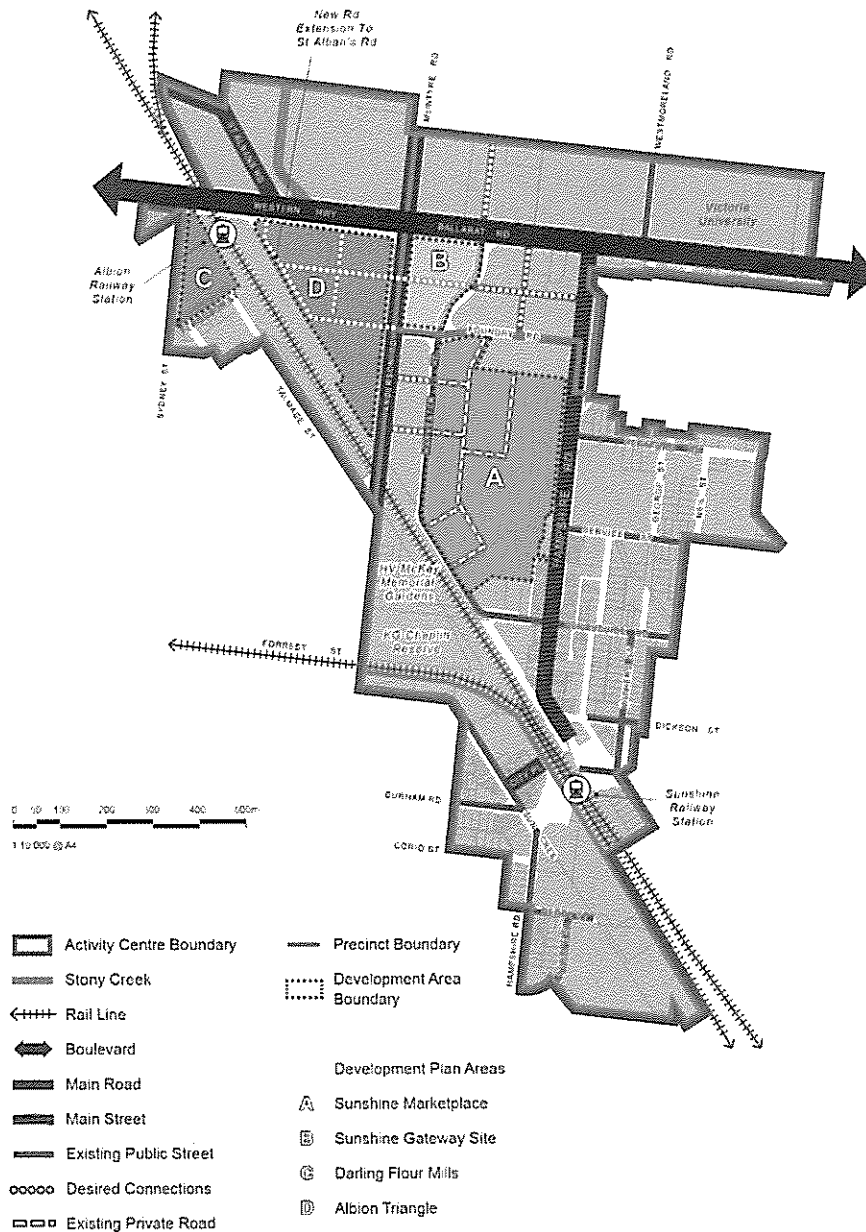
A building or works may be built to a side or rear boundary at podium level. On upper floors, consideration should be given to daylight access, privacy, built form and the extent of overshadowing of the public realm.

This does not apply to a side or rear boundary that is a boundary with a street and / or where the relevant precinct map in clause 5.0 to this schedule specifies a setback from that street boundary.

Objectives for Development Plan Areas

- To provide an integrated approach to the future use and development of strategic redevelopment sites and precincts.
- To identify areas that require the form and conditions of future use and development to be shown on a development plan before a permit may be granted to use or develop the land.
- To ensure use and development is generally in accordance with a development plan and the land use and development objectives for the activity centre.

Diagram 2: Development Plan Areas



Development plan requirements

A development plan must be prepared for each area identified in this schedule, to the satisfaction of the responsible authority.

The development plan may be prepared and approved in stages provided that the future subdivision, use and development of the land in an integrated manner will not be prejudiced. This is to be demonstrated to the satisfaction of the responsible authority.

A development plan must include:

- Location and site context.
- Site layout.
- Access and circulation plan.
- Staging of development.

BRIMBANK PLANNING SCHEME

- Indicative land uses.
- A record sheet that documents and summarises changes to the plan by document number, version number and approval date.
- A sunset clause specifying the trigger at which point the plan ceases to have effect.

A development plan should provide detail on the following matters, as applicable:

- Urban structure, including:
 - location and hierarchy of the movement and access network including future roads and accessways
 - pedestrian circulation
 - vehicular circulation
 - activity nodes
 - parking and loading arrangements.
- Public realm, including:
 - location and details of open spaces, squares, plazas and parks
 - works, services, facilities or other infrastructure to be provided.
- Built form, including:
 - location of buildings
 - building heights, including street wall and podium heights
 - building setbacks, from the street and between buildings
 - active edges.
- Solar access and overshadowing.

A development plan may require:

- A traffic assessment report that addresses the impact of the future use and development of the land on the surrounding road network and identifying any works required to mitigate the impact.
- A landscape master plan setting out the landscape design for the development plan area.

If in the opinion of the responsible authority a requirement of this clause is not relevant, the responsible authority may waive or reduce the requirement.

An approved development plan may be amended to the satisfaction of the responsible authority.

Requirements before a permit is granted

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works on land identified until a development plan has been prepared to the satisfaction of the responsible authority.

Where a development plan is being prepared and approved in stages a permit may be issued within any approved stage prior to the approval of any subsequent stage of the development plan.

This does not apply to the following, for which a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority:

- Any building or works associated with the remediation of the land in accordance with or for the purpose of obtaining a Certificate or Statement of Environmental Audit under the *Environment Protection Act 1970*.

BRIMBANK PLANNING SCHEME

- Any building or works associated with an existing use being carried out on the site provided that the building or works will not prejudice the preparation and approval of the development plan or the future use or development of the land in accordance with this schedule.
- Consolidation of land.
- Removal or creation of easements or restrictions provided that this will not prejudice the preparation and approval of the development plan or the future use or development of the land in accordance with this schedule.
- A change in the hours of operation or conditions of use of an existing use of the land.

Where a development plan has been prepared and approved under this schedule to the satisfaction of the responsible authority a permit:

- Must be consistent with the objectives and provisions of this schedule.
- Must be generally in accordance with the development plan.
- Must not impose conditions or requirements that are inconsistent with the development plan.
- May allow buildings and works that are not in general accordance with the development plan provided they are associated with an existing use and do not prejudice the future implementation of the development plan.

Where there is an inconsistency between a provision of this schedule and the development plan, the provisions of the development plan prevail.

5.0

10/12/2015
C105

Precinct provisions

5.1

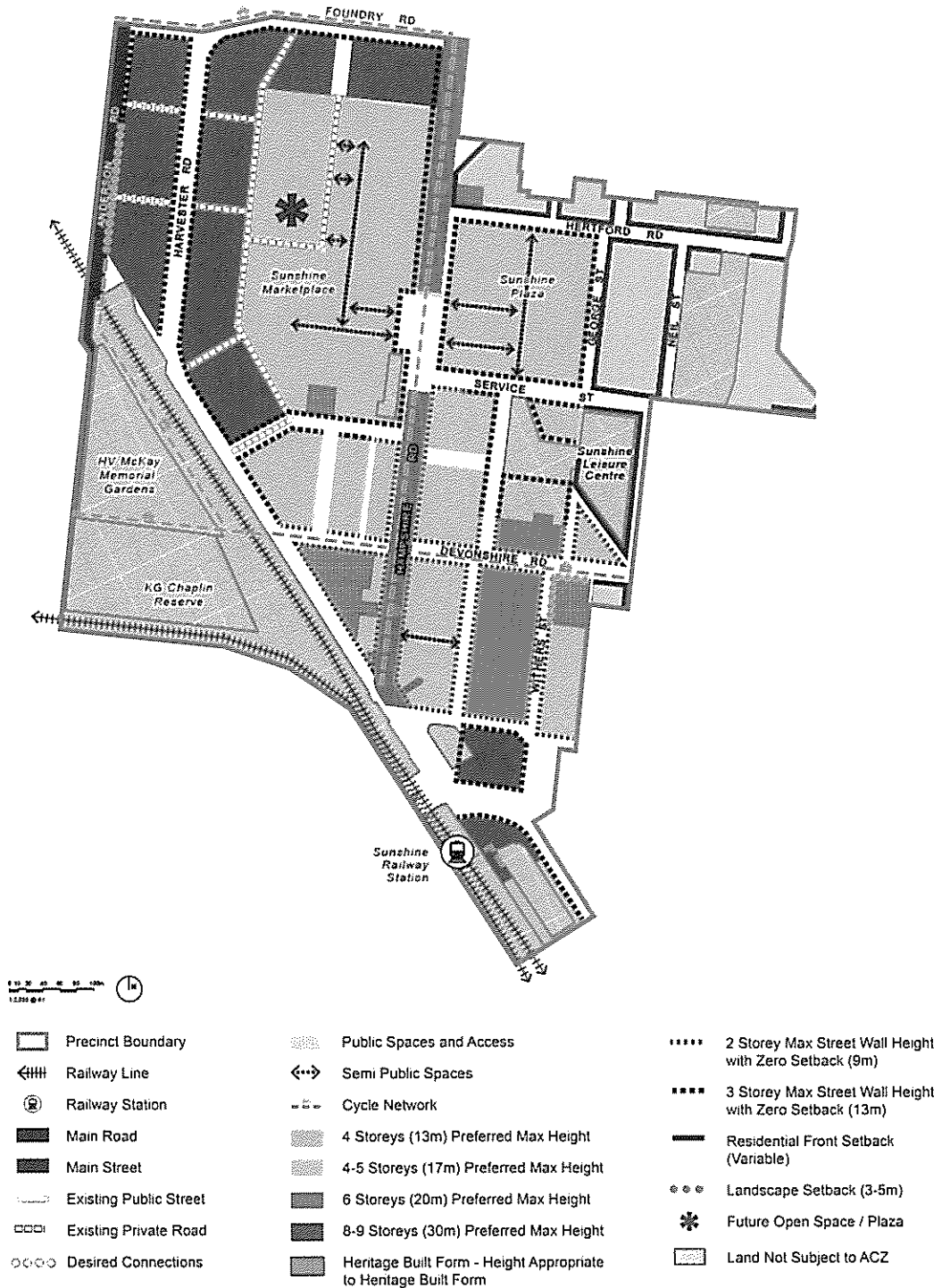
10/12/2015
C105

Precinct 1 – Main Street

5.1-1

Precinct map

Diagram 3: Precinct 1 – Main Street precinct map



5.1-2 Precinct objectives

Use

- To develop and maintain the Main Street precinct as a focal point for retail, as well as civic, business and community activities.
- To develop Hampshire Road, between Service Street and Dickson Street, as the retail promenade within the Sunshine Town Centre.

Development

- To protect, enhance and extend the traditional two-storey 'main street' built form along and adjacent to Hampshire Road, between the Sunshine Railway Station and Service Street.
- To facilitate the redevelopment of the Sunshine Marketplace shopping centre.
- To create a distinctive town square at the junction of the Sunshine Marketplace and Sunshine Plaza shopping centres and Hampshire Road.
- To strengthen pedestrian and cycling connections between the Sunshine Marketplace shopping centre and the surrounding street network.
- To retain and integrate the heritage garden character of the east side of Hampshire Road between Hertford Road and Ballarat Road within the Main Street public realm.
- To improve the physical and visual connections between Hampshire Road and Clarke Street and the Sunshine Railway Station and bus interchange.
- To provide high quality active street walls to the surrounding street network and to create mid-block open spaces between Dawson and Kennedy Streets.

5.1-3 Precinct requirements

Land in a Development Plan Area is subject to clause 4.4 to this schedule, as applicable.

5.1-4 Precinct guidelines

Use

Proposals that support the consolidation of retail, commercial, community and entertainment uses within the Main Street Precinct, particularly around Hampshire Road between the railway corridor to the south and Foundry and Hertford Roads to the north are encouraged.

The provision of residential uses above ground floor level is encouraged.

Mixed-use development located along the railway corridor, southeast of the Sunshine Railway Station is encouraged; this may include residential uses located at ground floor level.

Uses that promote or support pedestrian activity, particularly along Hampshire Road and in locations close to the Sunshine Railway Station, are encouraged. This may include:

- Outdoor restaurants and cafes.
- Uses that operate in the evening and late night.

Uses, including facilities and services, that can draw students and staff from the Victoria University into the Main Street precinct are encouraged.

Development

Large format buildings with a frontage to Hampshire Road should provide high quality landmark built form frontages and entrances to Hampshire Road.

5.1-5 Any other requirements

Development Plan Area A: Sunshine Marketplace

In addition to any other requirements for a development plan specified in clause 4.4 to this schedule, the development plan for the Sunshine Marketplace must:

- Include arrangements for the integration of the Sunshine Marketplace shopping centre with Hampshire Road through the provision of an active interface and streetscape setback as shown in the relevant precinct map at clause 5.1.
- Include an expanded pedestrian and public realm network between Hampshire Road and Harvester Road, and north to Foundry Road.
- Allow for reinstatement of the pedestrian connection between the gates of the former McKay Harvester factory on Devonshire Road and the former bulk store (Visy Cares Hub).
- Show the location of and arrangements for car parking areas, including opportunities for the relocation or consolidation of car parking.
- Include new east/west and north/south connecting streets and pedestrian pathways or provide for the formalisation of the existing private road network in the precinct.
- Include a new area of functional public open space of a minimum value of five per cent of the Sunshine Marketplace site.

5.2

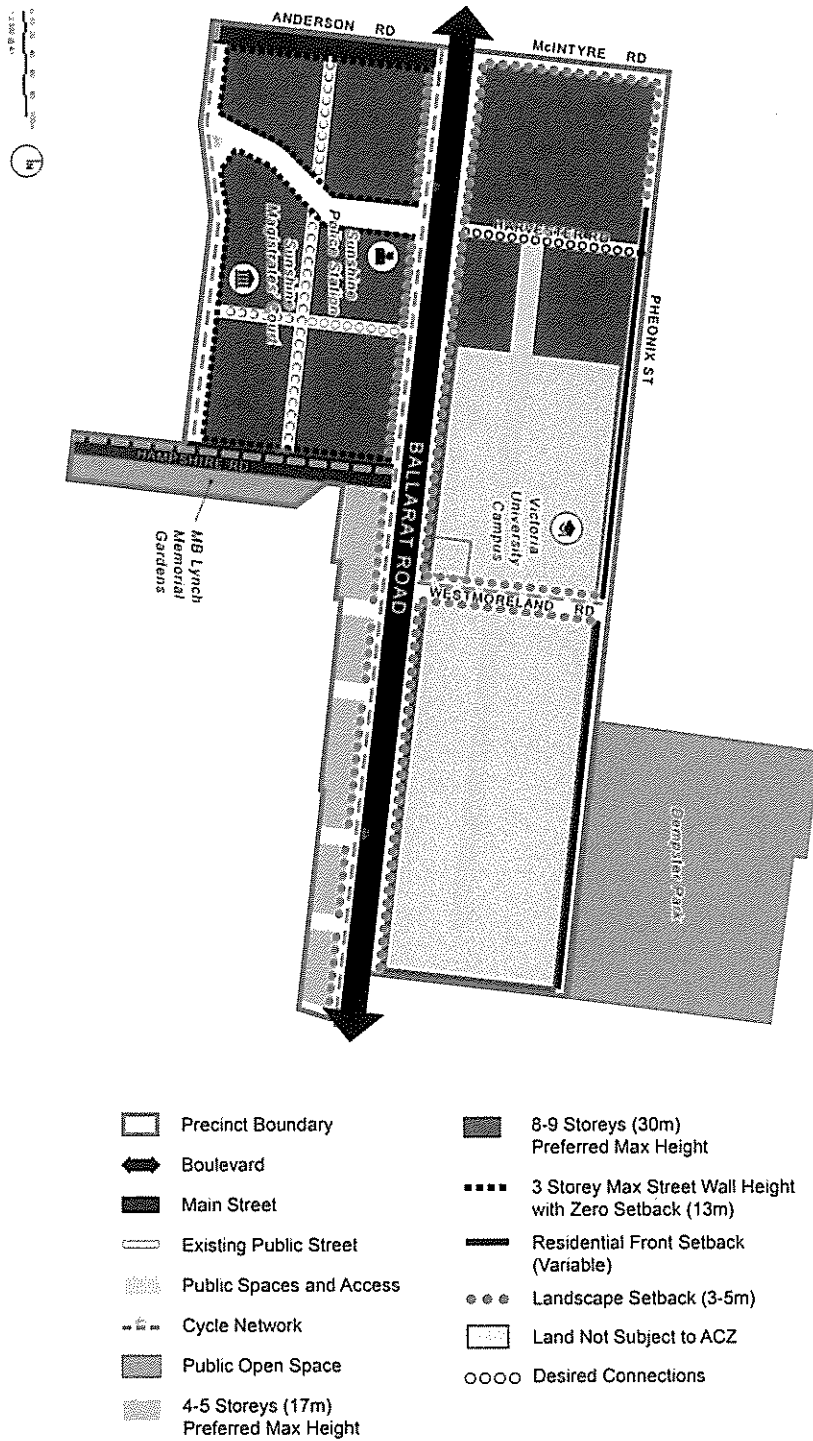
Precinct 2 – Ballarat Road

10/12/2015
C105

5.2-1

Precinct map

Diagram 4: Precinct 2 – Ballarat Road precinct map



5.2-2 Precinct objectives

Use

- To integrate the Ballarat Road frontages of the precinct with the Main Street precinct.
- To encourage a mix of land uses complementary to existing education and legal uses within the precinct.

Development

- To create a gateway to the Sunshine Town Centre through built form and public realm enhancements at the northern end of Hampshire Road.
- To ensure that new development incorporates links and a gateway to the Sunshine Town Centre.
- To ensure future development has an active frontage to McIntyre Road and Anderson Road.
- To encourage the provision of street tree planting along McIntyre Road.

5.2-3 Precinct requirements

Development

Land in a Development Plan Area is subject to clause 4.4 to this schedule, as applicable.

On lots adjoining Ballarat Road, the setback area between a building and the boundary with Ballarat Road should be five metres except for land on the south side of Ballarat Road between Hampshire Road and Stonemark Street where the setback may be reduced to three metres. The setback area between a building and the boundary with Ballarat Road is to be landscaped to reinforce a boulevard theme.

Where possible, vehicle access is to be provided to streets other than McIntyre Road or Anderson Road, to minimise vehicle conflict along these Roads.

5.2-4 Precinct guidelines

Use

Proposals that support the core functions of the Main Street precinct and provision of a mix of uses to draw people between Ballarat Road and Sunshine railway station are encouraged.

Proposals that support a mix of education, civic, residential and bulky goods retail land uses at ground floor level are encouraged.

The provision of higher density housing, primarily through residential uses above ground floor level, is encouraged.

Development

Encourage the development of taller buildings with significant landscaping along Ballarat Road, reinforcing its broad street proportions.

The development of high quality, visually prominent built forms on Ballarat Road at key intersections at Hampshire, Harvester and Anderson Roads, that create a distinctive address and gateway to the Sunshine Town Centre are encouraged.

Development that supports street oriented activity in key locations within the pedestrian movement network, with an emphasis on Foundry Road, is encouraged.

5.2-5 Any other requirements

Development Plan Area B: Sunshine Gateway site

In addition to any other requirements for a development plan specified in clause 4.4 to this schedule, the development plan for the Sunshine Gateway site must:

- Provide for intensive mixed-use development.
- Incorporate landmark buildings that mark the gateway to the Sunshine Town Centre.
- Provide a site layout and internal road configuration that has regard to the existing subdivision pattern and capacity to stage the development across individual lots. Internal roads are to be to Council standards.
- Provide the primary road access from Harvester Road.
- Support the establishment of a strong pedestrian connection to Albion railway station along Ballarat Road and the extension of St Albans Road. Pedestrian pathways are to be to Council standards.
- Locate buildings to have a minimum setback of three metres from Foundry Road.
- Include the creation of a boulevard frontage along Ballarat Road.
- Provide for separation distances between building towers to enable adequate solar penetration to the centralised public plaza or open space area between the hours of 11am and 1pm at the equinox.
- Include active frontages along a substantial proportion of all streets at ground level.
- Include a new area of functional public open space of a minimum value of five per cent of the Sunshine Gateway site.

5.3

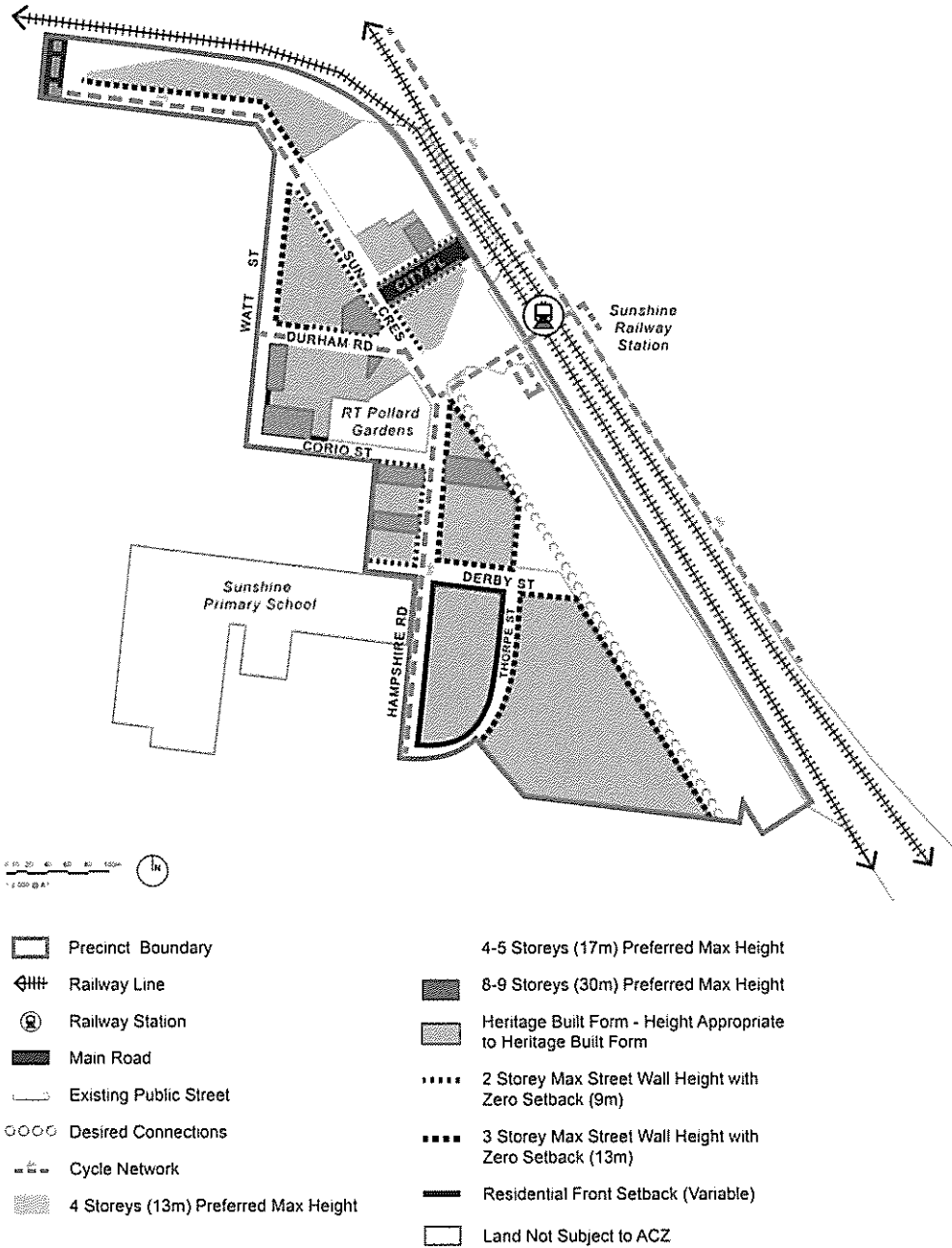
10/12/2015
C105

5.3-1

Precinct 3 – South Village

Precinct map

Diagram 5: Precinct 3 – South Village precinct map



5.3-2

Precinct objectives

Use

- To reinforce Sun Crescent and City Place as the Village centre.
- To provide for a range of residential and commercial uses that capitalise on the proximity to Sunshine Railway Station.
- To extend the street network within the precinct.

Development

- To enhance the existing traditional (early 20th Century) retail character of Sun Crescent and City Place.
- To encourage the conservation and enhancement of the heritage character of Sun Crescent and City Place.
- To enhance the southern entry to the Sunshine Town Centre along Hampshire Road.

5.3-3 Precinct requirements

Use

Residential uses should be located above ground floor level.

Development

The development of the former industrial and rail corridor land declared surplus to the east of Hampshire Road, and south-west of the railway corridor, should include:

- An extension of Sun Crescent from the intersection with Hampshire Road through to Stanford Street.
- The creation of a fine-grain movement and access network and block pattern.

5.3-4 Precinct guidelines

Use

The extension of the Village commercial area through increased local retail, service and entertainment uses along Hampshire Road to Derby Road is encouraged.

Uses that promote or support pedestrian activity, activate street frontages and promote a village feel are encouraged, particularly in locations close to the Sunshine Railway Station. This may include:

- Local convenience retail uses.
- Restaurants and cafes.
- Uses that operate in the evening.

Community and cultural uses, such as art studios, theatres and galleries, are encouraged.

The transition of existing industrial areas to commercial or residential uses is encouraged.

Development

Development that enhances the existing character of the precinct through well-articulated, human-scaled, built form is encouraged.

5.4

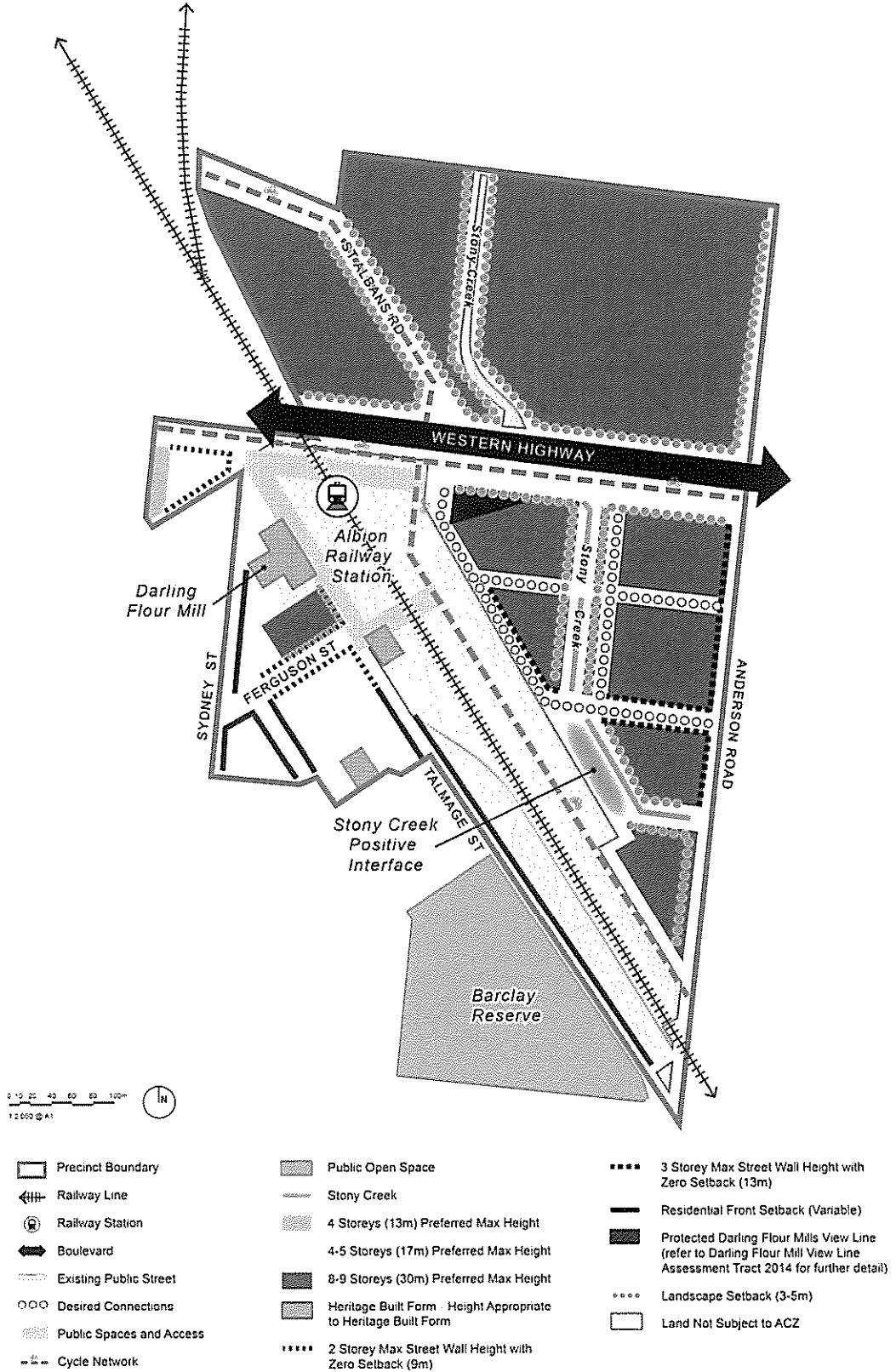
29/11/2018
C188Pt1

5.4-1

Precinct 4 – Albion Station

Precinct map

Diagram 6: Precinct 4 – Albion Station precinct map



5.4-2 Precinct objectives

Use

- To provide for a range of residential and commercial uses that will capitalise on the proximity to the Albion Railway Station.
- To encourage the conservation and adaptive reuse of the Darling Flour Mill site, the Albion substation and other heritage buildings.
- To encourage land uses that promote after-hours activity adjacent to the Albion Railway Station to support a safer and more vibrant transport hub.

Development

- To facilitate the longer term integration of large scale strategically important sites between Hampshire Road and Albion Railway Station along an extension of St Albans Road to the intersection of Anderson Road and Foundry Road and the introduction of a finer grain street and block pattern.
- To facilitate the extension of St Albans Road as a high quality, cycling and pedestrian-friendly street supported by quality built form frontages between Albion Station and Foundry Road.
- To ensure new development interfaces well with the extension of St Albans Road.
- To ensure that the significant heritage elements of the Darling Flour Mill are maintained.
- To preserve existing view corridors to the Darling Flour Mill from Ballarat Road in accordance with the Darling Flour Mill View Line Assessment, Tract, June 2014.
- To retain significant trees and landscape character, and provide high quality buildings with active interfaces in Talmage Street.
- To improve the amenity, safety and connectivity around the Albion Railway Station.
- To create a recreation and pedestrian link along the Stony Creek corridor.
- To ensure future development has an active frontage to McIntyre and Anderson Roads.
- To encourage the provision of street tree planting along McIntyre Road.

5.4-3 Precinct requirements

Use

Land in a Development Plan Area is subject to clause 4.4 to this schedule, as applicable.

The leasable floor area of retail premises should be less than 1000 square metres per occupancy.

The adaptive reuse of the Darling Flour Mill buildings should include active uses at ground floor level fronting Albion Railway Station.

Development

On lots adjoining Ballarat Road to which a landscape setback applies, the setback area between a building and the boundary with Ballarat Road should be five metres and landscaped to reinforce a boulevard theme.

Where possible, vehicle access is to be provided to streets other than McIntyre Road or Anderson Road, to minimise vehicle conflict along these roads.

Development on lots adjoining the Stony Creek corridor should be setback from the corridor to enable the provision of a substantial open space and recreation corridor along the alignment of Stony Creek.

Buildings located between Talmage Street and the railway corridor should:

- Be similar in form and massing to the Albion substation.

- Face Talmage Street.

5.4-4 Precinct guidelines

Use

Small-scaled industrial uses may be permitted on the Darling Flour Mill site where it can be demonstrated that the industrial use is compatible with and will not have inappropriate amenity impacts on adjacent or nearby residential uses.

The provision of higher density housing within and adjacent to Ferguson Street and along the rail corridor is encouraged.

Local convenience retailers, such as cafes and other uses that service the surrounding residential community, and activate street frontages and promote a village feel are encouraged.

Community and cultural uses, such as art studios, theatres and galleries, are encouraged.

Development

The setback of buildings located on the east side of Talmage Street should have regard to the location of the existing trees and the setback of the Albion substation.

5.4-5 Any other requirements

Development Plan Area C: Darling Flour Mill site

In addition to any other requirements for a development plan specified in clause 4.4 to this schedule, the development plan for the Darling Flour Mill site must:

- Be consistent with the relevant permits or exemptions issued by Heritage Victoria or any Conservation Management Plan endorsed by the Executive Director, Heritage Victoria, for heritage places on the land.
- Show the retention and re-use of the heritage buildings in the precinct.
- Include the provision of public access in the form of a pedestrian pathway along the northeast boundary of the precinct, adjacent to the railway corridor, and connections through to the Albion Railway Station.
- Include the provision of a new street along the north-eastern boundary of the precinct connecting Sydney Road with Ferguson Street.
- Ensure the development maintains views to the Darling Flour Mills.

Development Plan Area D: Albion Triangle site

In addition to any other requirements for a development plan specified in clause 4.4 to this schedule, the development plan for the Albion Triangle site must:

- Show the location of and arrangements for the extension of St Albans Road through to Anderson Road at its intersection with Foundry Road (in alignment with PAO5).
- Design the site layout and internal road configuration having regard to the existing subdivision pattern and capacity to stage the development across independent lots. Internal roads are to be Council standards.
- Include the provision of public access along the south-west boundary of the precinct, adjacent to the railway corridor, and the proposed connections through to the Albion Railway Station.
- Ensure development has an address to and includes the provision of a pedestrian and bicycle path along the Stony Creek Corridor.
- Provide for a new north/south road connection located to the east of Stony Creek.

6.010/12/2015
C105**Application requirements**

In addition to the requirements at clause 37.08-7, an application must be accompanied by the following information, as appropriate:

- For an application to construct a building or to construct or carry out works on land adjacent to the southern side of Ballarat Road and within the existing view corridors to the Darling Flour Mill as viewed from Ballarat Road:
 - a plan, diagram or other technique, drawn to scale and dimensioned, showing the proposed building or works within the context of the view corridors of the Darling Flour Mill.
- For an application to construct a building or construct or carry out works:
 - an environmental site assessment and report prepared by an appropriately qualified person demonstrating that the environmental conditions are suitable for the construction and use of a basement or setting out conditions to be met to ensure that the environmental conditions are suitable for construction and use of a basement.
- For an application to use or develop land for a sensitive use (residential use, child care centre, pre-school centre or primary school):
 - the location and details of uses with adverse amenity potential to which a threshold distance applies under clause 52.10 of this scheme where the land to which the application applies is within the specified threshold distance.
- For an application for subdivision associated with an existing or proposed use or development that will create a lot that does not contain any part of that use or development:
 - demonstration that a building may be constructed on that lot in accordance with the relevant objectives and provisions of this schedule.
- For an application for subdivision of land located in an area designated as a Residential Growth Area in clause 1.0 to this schedule for residential purposes:
 - an assessment detailing how the proposal meets the objectives and/or standards of Clause 56, as relevant.

If in the opinion of the responsible authority an application requirement specified in this clause is not relevant to the assessment of an application, the responsible authority may waive or reduce the requirement.

7.010/12/2015
C105**Notice and review**

An application that exceeds the preferred building height as specified in clause 5 of this schedule is not exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act. This does not apply to an application for land to which a development plan approved in accordance with this schedule applies.

Notice of plans

Before deciding to approve a development plan, the responsible authority must seek the views of:

- The owners and occupiers of land located within the relevant development plan area.
- The owners and occupiers of land adjoining and opposite the relevant development plan area.
- Where the precinct adjoins a Road Zone, the relevant road authority.
- Where the precinct adjoins a Public Use Zone, the relevant public land manager.
- Where the precinct includes a heritage place that is included on the Victorian Heritage Register, the Secretary to the department administering the *Heritage Act 1995*.

8.010/12/2015
C105**Decision guidelines**

Before deciding on an application or approval of a development plan, in addition to the decision guidelines in clause 37.08-9 and clause 65 of this scheme, the responsible authority must consider, as appropriate:

General

- The precinct objectives set out in this schedule.
- The site context and how the proposal responds to its context.
- Whether the proposal will be an under-utilisation or under-development of the site having regard to the objectives and provisions of this schedule.
- Whether the proposal will prevent or limit the development or use of the land in accordance with this schedule.
- The views of the relevant road authority, as applicable.

Use of land

- The extent to which the proposal supports the consolidation of retail, commercial, community and entertainment uses within the Main Street Precinct.
- The impacts of uses with adverse amenity potential on a proposed use or development for a sensitive use (residential use, child care centre, pre-school centre or primary school) where the land to which the application applies is within the threshold distance specified under clause 52.10 of this scheme.

Subdivision

- Whether the subdivision will result in a lot layout or lot sizes that limit the potential for the intensification of and development within the activity centre in accordance with the objectives and provisions of this schedule.

Design and development

- Whether the building heights and setbacks provide for a consistent/continuous street edge at ground level where commercial uses are proposed.
- The extent to which the proposal maintains the significance or visual prominence of known heritage places, including view lines to the Darling Flour Mill.
- The extent to which the design, including the building setbacks, provides for privacy where residential uses are located at ground and upper levels.
- Whether the design of a building provides flexible floor spaces that can be adapted for a range of potential future uses.

Building height

Where a building or works exceeds the preferred maximum building height specified in clause 5.0 to this schedule the responsible authority must consider, as appropriate:

- The extent to which the building or works have regard to the transition of building heights from one precinct to another and/or land outside of the Activity Centre Zone.
- The extent to which the buildings or works avoid detrimental impacts on the street, public realm, adjoining properties and the surrounding area through visual appearance, overshadowing or wind effects.
- Whether a net community benefit results from the building and works having regard to:
 - the environmentally sustainable design performance of the building and works
 - the extent of community space provided within the development

BRIMBANK PLANNING SCHEME

- the extent of public open space provided within the development
- the extent to which 'business incubator' spaces or similarly subsidised spaces for start-up business, not-for-profit organisations, artists, education facilities and health facilities are provided within the development.

9.0

10/12/2015
C105

Advertising signs

Advertising sign requirements are at clause 52.05. All land located in a Mixed Use Area or Residential Growth Area, as identified in clause 1.0 to this schedule is in Category 2. All other land is in Category 1.

10.0

10/12/2015
C105

Other provisions of the scheme

An application under an overlay in clause 42.01, 43.01, 44.01 or 45.01 of this scheme is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

11.0

10/12/2015
C105

Reference documents

Sunshine Town Centre Structure Plan (Brimbank City Council 2014)

Darling Flour Mill View Line Assessment (Tract 2014)

45.06
31/07/2018
VC148

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

45.06-1
19/01/2006
VC37

Development contributions plan

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

45.06-2
19/01/2006
VC37

Preparation of a development contributions plan

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

BRIMBANK PLANNING SCHEME

10/12/2015
C105

SCHEDULE 1 TO THE DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as DCPO1.

SUNSHINE DEVELOPMENT CONTRIBUTIONS PLAN

1.0

10/12/2015
C105

Area covered by this development contributions plan

This development contributions plan applies to all new development within the Sunshine Town Centre Structure Plan area as shown on the planning scheme maps as DCPO1.

2.0

10/12/2015
C105

Summary of costs

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Open space	1,183,564	2019	1,082,249	91.4
Kindergarten	3,762,800	2016	607,041	16.1
Road	3,009,499	2015-2034	1,686,743	56.1
Urban design	29,316,778	2015-2034	18,710,378	63.8
TOTAL	37,272,641		22,086,412	59.3

3.0

10/12/2015
C105

Summary of contributions

FACILITY	LEVIES PAYABLE BY THE DEVELOPMENT				
	Development infrastructure		Community infrastructure	All infrastructure	
	residential per dwelling	non-residential per sqm		residential per dwelling	non-residential per sqm
Open space	370	Retail 0 Commercial 0	-	370	Retail 0 Commercial 0
Kindergarten	207	Retail 0 Commercial 0	-	207	Retail 0 Commercial 0
Road	159	Retail 8 Commercial 1	-	159	Retail 8 Commercial 1
Urban design	1831	Retail 26 Commercial 26	-	1831	Retail 26 Commercial 26
TOTAL	2567	Retail 35 Commercial 27	-	2567	Retail 35 Commercial 27

BRIMBANK PLANNING SCHEME

- Notes:*
- Square metres of floorspace (sqm) refers to leaseable floorspace.*
 - The above listed contribution amounts are current as at 30 June 2013. They will be adjusted on 1 July each year to cover inflation, by applying the Consumer Price Index for Melbourne (All Groups) as published by the Australian Bureau of Statistics.*
 - Payment of development contributions is to be made in cash. Council, at its discretion, may consider accepting works in lieu of cash contributions, provided the value of the works / land in question does not exceed the cash liability of the proponent under this development contributions plan (unless the proponent agrees).*
 - Generally the permit condition will state that the contribution must be paid before any buildings or works authorised by the planning permit can commence. This accommodates situations whereby a planning permit might be issued but is not acted upon.*
 - Where no planning permit is required for a development, the contribution must be made on the date of issue of a building permit under the Building Act 1993.*
 - Payment of a development contribution required under this development contributions plan must be made for all development of the land that results in net additional demand units. New development is taken to include construction of a new building or an extension to an existing building.*
 - For land uses not included within the planning scheme definition of the above uses, the development contribution that is required for 'commercial' will be applied unless council agrees to vary that rate, on submission by a permit applicant on the basis of information provided that justifies the application of an alternative rate.*
 - Brimbank City Council is Collection Agency and Development Agency for this development contributions plan.*

4.0

10/12/2015
C105

Land or development excluded from development contributions plan

No land is exempt from this development contributions plan unless exempt by legislation or Ministerial Direction or legal agreement with Brimbank City Council.

Developments excluded from contributions under this plan are:

- Development of social housing undertaken by a registered housing association or government agency.
- Construction of a building or construction or carrying out of works or subdivision by or on behalf of Brimbank City Council on council land.
- Construction of a building or construction or carrying out of works or subdivision by or on behalf of VicTrack on VicTrack land where the purpose of the works is for transport in accordance with clause 36.01 Public Use Zone.
- Construction of a building or construction or carrying out of works or a subdivision that does not result in the creation of net additional demand units, such as:
 - construction or display of an advertising sign
 - construction of outbuilding, car port or garage associated with an existing dwelling
 - construction of an awning
 - installation of automatic teller machine, flue, grease trap or other similar equipment
 - external alterations, additions and restorations requiring approval under the Heritage Overlay
 - building and works associated with the refurbishment of an existing property that does not increase the number of dwellings or net leasable floor area of the premises
 - construction of a building or construction or carrying out of works to reinstate the pre-existing standard of buildings damaged or destroyed.

Note: This schedule sets out a summary of the costs, timing of provision and contributions prescribed in the development contributions plan. Refer to the incorporated development contributions plan for full details.



City West Water™

R & R L BHADURY
UNIT 4/94-98 HAMPSHIRE ROAD
SUNSHINE VIC 3020



My account number is

1250 0094 9173

Invoice No. T555367965

Service Address Unit 4/94-98 Hampshire Road
Sunshine
Lot 4 Plan 348371

Issue Date 20 Nov 2020

Water Faults & Emergencies (24 hours) 132 642

Enquiries & Support
(8.30am-5.00pm Mon-Fri)
Credit Card Payments &
Balances (24 hours) 131 691

Interpreter Service 9313 8989

Mail Cheques GPO Box 1152, Melbourne Vic 3001

General Mail Locked Bag 350, Sunshine Vic 3020

City West Water Corporation

ABN 70 066 902 467

citywestwater.com.au

Account summary

	PREVIOUS BILL	\$315.54
	RECEIVED	\$315.54
	BALANCE FORWARD	\$0.00
	YOUR USAGE	\$77.33
	NETWORK CHARGES	\$115.85
	OTHER CHARGES	\$26.08
	PLEASE PAY	\$219.26

Having trouble paying your bill?

We're here to help and have a range of payment options to support you at this time.

Visit citywestwater.com.au/assist to find out more.

Visit our
website
today



Details of charges - Residential

Previous Bill	
Previous Bill	\$315.54
Payments Received	
16/09/2020	-\$315.54

BALANCE FORWARD \$0.00

Usage Charges Meter Number	Bill Days	Previous Reading	Current Reading	Consumption in Kilolitres	Rate \$	Total \$
MAF281327	96	4215	4237	22.00	(meter read date: 18/11/2020)	
Total Water Consumed						
Usage Step 1 (15/08/2020 to 18/11/2020)				22.00	2.7748	\$61.05
Total				22.00		\$61.05
Sewage Disposal				18.83	0.8644	\$16.28
Total						\$16.28

TOTAL USAGE CHARGES \$77.33

Network Charges	Charge Period	Charge \$
Water Network Charge	(01/10/2020 to 31/12/2020)	\$52.70
Sewerage Network Charge	(01/10/2020 to 31/12/2020)	\$63.15

TOTAL NETWORK CHARGES \$115.85

Other Charges	
Waterways & Drainage Charge (01/10/2020 to 31/12/2020)	\$26.08

TOTAL OTHER AUTHORITIES' CHARGES \$26.08

FINAL TOTAL, PLEASE PAY THIS AMOUNT \$219.26

MyAccount, your residential water account online

MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. To register visit citywestwater.com.au/myaccount

Waterways & Drainage Charge

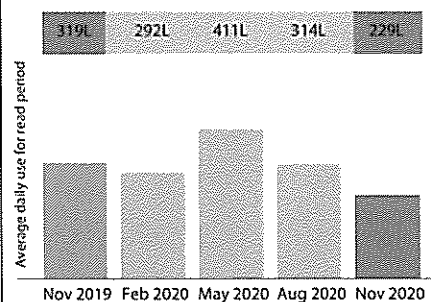
We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at MelbourneWater.com.au/wwdc

Need help paying your bill?

We understand that sometimes you may be facing difficulties. Our hardship and water efficiency programs offer support and can give you access to concessions and utility relief grants. Where appropriate, we can also refer you to financial counselling services. Learn more at citywestwater.com.au/assist

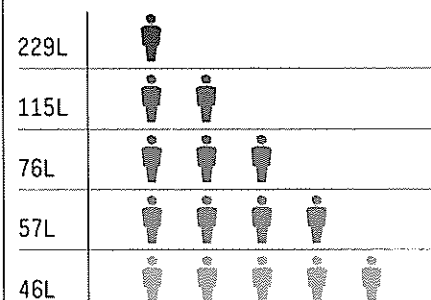
Is your household on Target 155?

Your average daily water cost for this bill is \$0.64



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



Visit citywestwater.com.au/charges or call 131 691 for more details about these charges.

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Service Address: Unit 4/94-98 Hampshire Road Sunshine

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is 1250 0094 9173
-----------	-------------	------------	---

Direct Debit: Visit citywestwater.com.au/paymentoptions or call 131 691

Mail cheque: Post this slip with your cheque payable to: City West Water, GPO Box 1152, Melbourne Vic 3001

Credit Card: Visit citywestwater.com.au/pay or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

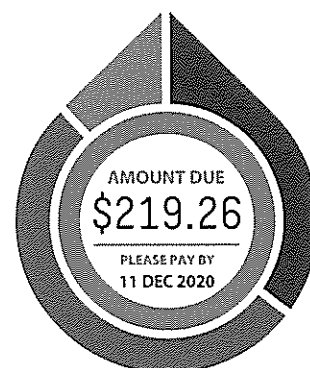
If you're finding it hard to pay your bill call our team on **131 691** to discuss your circumstances or visit citywestwater.com.au/assist to view our support options.

B PAY	Biller Code: 8789
	Ref: 1250 0094 9173

Telephone and Internet Banking - **BPAY**: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au

POST billpay	Billpay Code: 0362
	Ref: 1250 0094 9173

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



*362 125000949173

+00125000949173>

+009201+

<0555367965>

<0000021926>

+444+

2020-21 Annual Rates and Charges Second Instalment Reminder Notice

For the Period 1 July 2020 to 30 June 2021

Brimbank City Council
PO Box 70
SUNSHINE VIC 3020
ABN 35 915 117 478



MR R & MRS R L BHADURY
UNIT 4
94-98 HAMPSHIRE ROAD
SUNSHINE VIC 3020

023
R0_676920

Tax Invoice

Assessment No. 0815068

Date of Issue 2 Nov 2020

Rate Enquiries

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000

Fax: 03 9249 4351

TTY: 03 9249 4999

Web: www.brimbank.vic.gov.au

Email: info@brimbank.vic.gov.au

Property Unit 4 94-98 HAMPSHIRE ROAD SUNSHINE VIC 3020
LOT 4 PLN 348371W

Payments made on or after 16 October 2020
may not have been deducted from this account.

Council are currently processing a number of Financial Hardship applications as a priority. Please be aware that COVID-19 Financial Hardship Applications are still being accepted.

Particulars of Rates and Charges:

2nd Instalment 2020/2021 due 30 Nov 2020	\$369.94
Balance of 2020/2021 Rates and Charges	\$804.00

Total Balance Rates and Charges 2020/2021 **\$1,173.94**

Instalment 2

Due 30 Nov 2020 \$369.94

Remaining Instalments

Instalment 3
Due 28 Feb 2021 \$402.00

Instalment 4
Due 31 May 2021 \$402.00

Instalment Notices will be issued for the 3rd and 4th instalment prior to the due date.


Late payments will attract interest at 10%
Any arrears, interest and legal costs are overdue and must be paid immediately.

Postal delays will not be accepted as an excuse for late payment.

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship as a result of the coronavirus (COVID-19) pandemic, Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship Policies to determine which one applies to your circumstances, or call contact Council to obtain copies of the policies and application forms.

Payment options (More payment options overleaf). **Please return this section if paying by mail.**

 **Online**
Visit the Brimbank City Council website
www.brimbank.vic.gov.au

 For emailed notices
brimbank.enotices.com.au
Reference No: 554A133FFO



Assessment No: 0815068



Billers Code: **93948**
Ref: 0000 0815 068

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account

More info: bpay.com.au



Billpay Code: **0355**
Ref: 8150 68

Pay in-store at Australia Post, by phone 13 18 16 or online at auspost.com.au/postbillpay



*355 815068

Amount Payable
\$369.94

Payment Due by
30 Nov 2020



eNotices

GO TO BRIMBANK.ENOTICES.COM.AU

Register now at
brimbank.enotices.com.au



Reprinted Notices

To view and reprint your notices register at brimbank.enotices.com.au. You can extract a PDF copy at any time.



OC No 348371

94-98 Hampshire Road SUNSHINE NORTH VIC 3020

Lot 4 (Unit 4)

OWNERS CORPORATION CERTIFICATE

03 9331 5022

ISSUED: 12 January 2021

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

Owners Corporation Certificate

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

Owners Corporation No. 1 Strata Plan No. 348371
Registered Address: 94-98 Hampshire Road SUNSHINE NORTH VIC 3020
Lot Address: As above

Vendor Name: Raja & Rachael Louise Bhadury
Reference: Not Available

Purchaser Name:
Contact Details:

This certificate is issued for Lot 4 / Unit 4 on Plan No. 348371

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 12 January 2021. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$1188.20 per annum for the year commencing 01 April 2020 paid Quarterly. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 April 2020	\$297.05
01 July 2020	\$297.05
01 October 2020	\$297.05
01 January 2021	\$297.05

NOTE: The contribution amounts shown may vary slightly due to rounding.

2. The fees are paid up until 31 March 2021. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$0.00. The total of any Unpaid Special Levy fees is \$0.00.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:
Nil

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:
Nil

7. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP Property Group
Last Valuation Date:	06 May 2020
Amount At Last Valuation Date:	\$2,800,000.00
Next Insurance Valuation Due Date:	06 May 2023
Insurance Underwriter:	Strata Insurance - CHU
Policy Number:	38399
Sum Insured:	\$2,814,000.00
Premium:	\$4,288.65
Policy Renewal Date:	01 May 2021

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: Residential Strata Insurance
Insured: OC No. 348371
Situation: 94-98 Hampshire Road, Sunshine VIC 3020

Covering:

Cover Selected	Sum Insured
POLICY 1	
INSURED PROPERTY (Building)	2,814,000
Loss of Rent/Temp Accommodation (15%)	422,100
INSURED PROPERTY (Common Area Contents)	Not selected
FLOOD	Selected
Excess 5 Any event of any kind. \$500	
Excess Flood excess \$500	
POLICY 2	
LIABILITY TO OTHERS	20,000,000
POLICY 3	
VOLUNTARY WORKERS	200,000/2,000
POLICY 4	
WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5	
FIDELITY GUARANTEE	250,000
POLICY 6	
OFFICE BEARER'S LEGAL LIABILITY	5,000,000
POLICY 7	
MACHINERY BREAKDOWN	Not selected
Loss of Rent/Temp Accommodation (20%)	Not selected
POLICY 8	
CATASTROPHE INSURANCE (Insured Property)	Not selected
Extended cover – Rent/Temp Accommodation	Not selected
Escalation in Cost of Temp Accommodation	Not selected
Cost of Storage and Evacuation	Not selected
POLICY 9	
Government Audit Costs	25,000
Appeal expenses - common property health & safety breaches	100,000
Legal Defence Expenses	50,000
Excess Legal Defence Expenses \$1,000	
POLICY 10	
LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

EXCESSES As per policy wording

**Special Conditions/
Endorsements**

Nil

Insurer: Strata Insurance - CHU
Level 21/150 Lonsdale Street
MELBOURNE VIC 3000

Support Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
AFSL LICENCE No: 239545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722

Suite 4 232-236 Bluff Road Sandringham VIC 3191 Tel: 03 9597 0357

Email: contacts@stratainsurance.net

Web: www.stratainsurance.net

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:
Nil

9. The total funds held by the Owners Corporation as at 12 January 2021 are:

Admin Fund: \$3,034.27

Maintenance Fund: \$0.00

Total Fund Held: \$3034.27

10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.

11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Nil

12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

Nil

13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:

Nil

14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

Nil

15. The Owners Corporation has resolved to appoint a manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other Information:

1. This Certificate is valid for sixty (60) days from the date of this Certificate.

2. Please find the attached Special rules which apply to this Owners Corporation.

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

18. The following documents are attached:

1. OC Certificate Pack Front Cover

2. Minutes Of Most Recent Meeting

3. Model Rules

4. Statement of Advice and Information

5. Special Rules

Signed on behalf of the Owners Corporation 348371 by

Jacqueline Sant



Jacqui Sant
Body Corporate Strata Group
PO Box 7078 Hawthorn Vic 3122

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

Minutes of the Annual General Meeting

Owners Corporation	348371
Property Address	94-98 Hampshire Road SUNSHINE NORTH VIC 3020
Meeting Date	Tuesday, 5 May 2020
Meeting Location	Tele-Conference Phone: (03) 7020 6310 Pin: 65454
Meeting Commenced	8:30 AM
Rep by	StephanieCanaqali
Members Present	Raja & Rachael Louise Bhadury (4)
Proxies	Mr George & Mrs Efstathia Kakkasis (5) - represented by Helen and Stan Kakkasis
Apologies	Nil
Non Attendance	NHUT VAN THACH (1), Phan Thanh Tuyen Nguyen (2), Mr Yu Pheao Duong (3), Mr Dung Luong (6), Mr & Mrs Van D Quin (7)
Non Financial Attendee	Nil

1. Election Of A Chairperson For The Meeting

StephanieCanaqali is elected Chairperson for the Annual General Meeting.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot	Attendance by UOL
Total Eligible Attendees: 2	Total Eligible Attendee UOL: 200
Total Units: 7	Total UOL: 700
Attendance Percentage: 28.57 %	Attendance Percentage: 28.57%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 16-May-2019

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's

Report as presented by the Manager.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

P:2

Notes: The Manager has not entered the repairs to the burst pipe, the works were arranged by lot 4 and refunded back in December 2019.

5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

6. Financial Reports

Year ending: 31-Mar-2020

Bank balance (Administration): \$5,509.25

Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

7. Building Insurance

General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at www.bodycorporatestrata.com.au. The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP Property Group
Last Valuation Date:	06-Mar-2018
Last Valuation Amount:	\$2,680,000.00
Next Insurance Valuation Due Date:	06-Mar-2021
Insurer:	Strata Insurance - CHU
Policy Number:	38399
Sum Insured:	\$2,814,000.00
Premium:	\$4,288.65
Insurance Policy Expiry Date:	01-May-2021

A copy of the full Insurance policy is available on StrataPort at <https://bcsg.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to request for an insurance valuation to be obtained and to obtain quotations upon renewal for insurance. Building insurance to be adjusted to level of cover in line with this valuation. Cover will be inclusive of office bearers liability insurance.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

Notes: The Owners Corporation have furthermore resolved that where the repairs of an insurance claim are for the

sole benefit of one Lot only, the Lot in benefit of the repairs of an insurance claim will be responsible for the policy excess relevant to the insurable event. Where an insurance claim is relevant to the common property services as registered to the Owners Corporation, the Owners Corporation will absorb the excess applicable to an insurance claim.

P:3

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

8.1 CCTV inspection of the storm water drains

Works Category:
Plumbing

Works Description:
The Owner Corporation would like to have quotes to inspect the storm water drains at the complex. There is uneven concrete in the front area and seems to have subsided.

Pre Authorised Approval Amount:
\$0.00

Preferred Number Of Quotes:
2

Preferred Basis To Proceed With Quotes:
Send to Chairperson for approval

Nominated Representative Name / Contact Information:

Works Managed By:
OC Manager

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

8.2 Even out the concrete towards the footpath

Works Category:
Concreting

Works Description:
The owners corporation would like a quote to even out the concrete drive way. These works will need to be completed once the storm water pipes have been assessed and/or repaired should they need.

Pre Authorised Approval Amount:
\$0.00

Preferred Number Of Quotes:
2

Preferred Basis To Proceed With Quotes:
N/A

Nominated Representative Name / Contact Information:

Works Managed By:
OC Manager

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

8.3 Trees in the front unit 1 to be removed

Works Category:
General repairs & maintenance

Works Description:
The owners corporation would like to have the trees in the front of unit 1 removed as they are effecting some common areas with overhanging branches.

Pre Authorised Approval Amount:
\$0.00

Preferred Number Of Quotes:
2

Preferred Basis To Proceed With Quotes:
Send to Chairperson for approval

Nominated Representative Name / Contact Information:

Works Managed By:
OC Manager

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

9. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200.000 in annual fees in a financial year. This fee total includes fees collected from separate owners corporations for storage lots, car parking lots and accessory lots and for general administration and maintenance and contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

The Members of the Owners Corporation resolved by ordinary resolution not to prepare a maintenance plan as the owners corporation is not a prescribed owners corporation.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

Notes: The Owners Corporation would like to keep an eye on the works moving forward, they were not happy with the works conducted over Summer, such as; catcher not being used and cutting the grass in the rain.

11. OHS Requirements

17-Aug-2016

Last OHS Report is more than 3 years: Yes

It was noted that an OH&S inspection has been undertaken within the past 3 years.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

Notes: The Owners Corporation would like to have obtaining an Occupational Health and Safety report a part of the Agenda at the next Annual General Meeting (2021) and included as an item of the proposed budget.

12. Essential Safety Measures

Last ESM Report Date: N/A

Notwithstanding the Manager's recommendation to undertake an Essential Safety Measures Report, the Members of the Owners Corporation resolved by ordinary resolution that an Annual Essential Safety Measures Report is not to be undertaken this year.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Description	Proposed Amount	Amended Amount	Subtotal	Amended Amount GST	Amended Amount Total
Caretaking	\$1,016.40		\$924.00	\$92.40	\$1,016.40
Disbursement charge	\$511.00		\$464.55	\$46.45	\$511.00
Insurance	\$4,539.30		\$4,126.64	\$412.66	\$4,539.30
Legislative & Compliance fee	\$420.00		\$381.82	\$38.18	\$420.00
Management fees	\$1,675.09		\$1,522.81	\$152.28	\$1,675.09
Professional Services - accounting legal other	\$55.00		\$50.00	\$5.00	\$55.00
Schedule 2.2 charges	\$220.00		\$90.91	\$9.09	\$100.00
Sub Total	\$10,067.64		\$7,560.72	\$756.07	\$8,316.79

Maintenance Fund

Description	Proposed Amount	Amended Amount	Subtotal	Amended Amount GST	Amended Amount Total
Nil Maintenance Fund items					
Sub Total	\$157.08		\$0.00	\$0.00	\$0.00
Grand Total	\$10,224.72		\$7,560.72	\$756.07	\$8,316.79

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved by ordinary

resolution to amend the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

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The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

Notes: The owners corporation would like to amend the proposed budget from \$10,224.72 to \$8,316.79, the following line items have been amended or removed;

*Common Water costs have been removed \$258.85

*OH&S Report and Maintenance have been removed totalling \$1372.00

*Schedule 2.2 charges have been reduced to \$100.

15. Owners Corporation Contributions

Total UOL: 700

Fee Frequency: Quarterly

Fee Year Start Date: 01-Apr-2020

Instalment Number	Date
1	01-Apr-2020
2	01-Jul-2020
3	01-Oct-2020
4	01-Jan-2021

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	NHUT VAN THACH (UOL: 100)	\$1,460.67	\$1,188.11	\$365.17	\$297.03
2	Phan Thanh Tuyen Nguyen (UOL: 100)	\$1,460.67	\$1,188.11	\$365.17	\$297.03
3	Mr Yu Pheao Duong (UOL: 100)	\$1,460.67	\$1,188.11	\$365.17	\$297.03
4	Raja & Rachael Louise Bhadury (UOL: 100)	\$1,460.67	\$1,188.11	\$365.17	\$297.03
5	Mr George & Mrs Efsthia Kakkasis (UOL: 100)	\$1,460.67	\$1,188.11	\$365.17	\$297.03
6	Mr Dung Luong (UOL: 100)	\$1,460.67	\$1,188.11	\$365.17	\$297.03
7	Mr & Mrs Van D Quin (UOL: 100)	\$1,460.67	\$1,188.11	\$365.17	\$297.03
Grand Total:		\$10,224.72	\$8,316.79		

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

16. Election Of The Committee

Lot	Owner Name	Committee
1	NHUT VAN THACH	--
2	Phan Thanh Tuyen Nguyen	--
3	Mr Yu Pheao Duong	--
4	Raja & Rachael Louise Bhadury	Chairperson
5	Mr George & Mrs Efsthia Kakkasis	--
6	Mr Dung Luong	--
7	Mr & Mrs Van D Quin	--

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Committee.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

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17. Election Of The Chairperson

Chairperson: Raja & Rachael Louise Bhadury

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

19. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer and the Authorised Contact Person shall be David Leece.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

20. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

21. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$42 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$142 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

No resolution required for this agenda item.

24. Appointment Of The Manager

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation. The fees will be charged as per the resolved budget. The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 05-May-2021

Location: On-Site

Address:

Lot: 4

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 4, Seconded: Lot 5, Votes For: 2, Against: 0, Abstain: 0

Meeting Closed: 05-May-2020 9:32 AM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.



Strata Solutions International Pty Ltd trading as Strata Insurance

ABN 58 080 071 307
Suite 4
232-236 Bluff Road
Sandringham VIC 3191

AFS Licence no 234722
Tel: 03 9597 0357
Email: contacts@stratainsurance.net
Web: www.stratainsurance.net

The policy mentioned below is due for renewal on and payable by 1/05/2020.

TAX INVOICE
This document will be a tax invoice for GST when you make payment

348371
c/- Body Corporate Strata Group
PO Box 7078
Hawthorn VIC 3122

Invoice Date: 14/04/2020
Invoice No: 32529
Our Reference: 348371

Should you have any queries in relation to this account, please contact your Account Manager Nav Dua

Class of Policy: Strata Pack Residential
Insurer: QBE Insurance (Australia) Limited
The Insured: 348371
ABN: 78 003 191 035

RENEWAL
Policy No: 38399
Period of Cover:
From 1/05/2020
to 1/05/2021 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Rnw1 - 94-98 Hampshire Road, Sunshine VIC 3020
01.05.2020 to 01.05.2021

Your Premium:

PLEASE READ IMPORTANT INFORMATION AT www.stratainsurance.net

Premium	Insurer Fee	Fire Levy	GST	Stamp Duty	Broker Fee
\$3,094.02	\$105.00	\$0.00	\$358.93	\$340.35	\$390.35

Commission earned on this policy \$680.69

TOTAL \$4,288.65

(A processing fee applies for Credit Card payments)



Please see attached for further payment methods & instructions



Bill Code: 20362
Ref: 4042858191231524



Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au or Call 1300 78 11 45. A surcharge may apply.
DEFT Reference Number: 4042858191231524



*498 404285 08191231524

Strata Solutions International Pty Ltd

Our Reference: 348371
Invoice No: 32529
Due Date: 1/05/2020

Premium	\$3,094.02
U'writer Levy	\$105.00
Fire Levy	\$0.00
GST	\$358.93
Stamp Duty	\$340.35
Broker Fee	\$390.35

AMOUNT DUE \$4,288.65

Schedule of Insurance

Class of Policy: Strata Pack Residential
The Insured: 348371

Policy No: 38399
Invoice No: 32529
Our Ref: 348371

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This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: Residential Strata Insurance
Insured: OC No. 348371
Situation: 94-98 Hampshire Road, Sunshine VIC 3020
Covering:

Cover Selected	Sum Insured
POLICY 1	
INSURED PROPERTY (Building)	2,814,000
Loss of Rent/Temp Accommodation (15%)	422,100
INSURED PROPERTY (Common Area Contents)	Not selected
FLOOD	Selected
Excess 5 Any event of any kind. \$500	
Excess Flood excess \$500	
POLICY 2	20,000,000
LIABILITY TO OTHERS	
POLICY 3	200,000/2,000
VOLUNTARY WORKERS	
POLICY 4	Not selected
WORKERS COMPENSATION (ACT, TAS & WA ONLY)	
POLICY 5	250,000
FIDELITY GUARANTEE	
POLICY 6	5,000,000
OFFICE BEARER'S LEGAL LIABILITY	
POLICY 7	Not selected
MACHINERY BREAKDOWN	
Loss of Rent/Temp Accommodation (20%)	Not selected
POLICY 8	Not selected
CATASTROPHE INSURANCE (Insured Property)	
Extended cover – Rent/Temp Accommodation	Not selected
Escalation in Cost of Temp Accommodation	Not selected
Cost of Storage and Evacuation	Not selected
POLICY 9	25,000
Government Audit Costs	
Appeal expenses - common property health & safety breaches	100,000
Legal Defence Expenses	50,000
Excess Legal Defence Expenses \$1,000	
POLICY 10	250,000
LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	

Schedule of Insurance

Page 3 of 3

Class of Policy: Strata Pack Residential
The Insured: 348371

Policy No: 38399
Invoice No: 32529
Our Ref: 348371

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EXCESSES As per policy wording

**Special Conditions/
Endorsements** Nil

Insurer: Strata Insurance - CHU
Level 21/150 Lonsdale Street
MELBOURNE VIC 3000

Support Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
AFSL LICENCE No: 239545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722
Suite 4 232-236 Bluff Road Sandringham VIC 3191 Tel: 03 9597 0357
Email: contacts@stratainsurance.net Web: www.stratainsurance.net

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

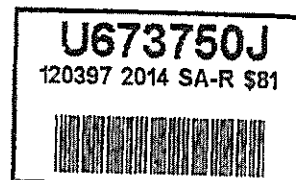
If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

U673750J

Form 2

Reg 407, 906 Subdivision (Body Corporate) Regulations 1989

SUBDIVISION ACT 1988



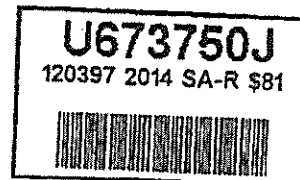
SPECIAL RULES

Use of common property and lots

1. A member must not, and must ensure that the occupier of a member's lot does not -
 - (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or
 - (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purposes by the Body Corporate; or
 - (c) use or permit a lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
 - (d) make or permit to be made any undue noise in or about the common property or any lot affected by the Body Corporate; or
 - (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.; or
 - (f) keep any animal on a lot affected by the Body Corporate or the common property after being given notice by the Body Corporate to remove such animal after the Body Corporate has resolved that the animal is causing a nuisance; or
 - (g) do in the member's unit and/or accessory unit, carspace or carport any act or thing which may be or become an annoyance or nuisance to the Body Corporate or to any occupier of any other unit; or
 - (h) unless the Body Corporate first grants consent in writing to such use and then only in accordance with the terms and conditions specified in such consent -
 - (1) Store any goods on the common property.
 - (2) Use or occupy the member's unit and/or accessory unit or suffer the same to be used or occupied as a shop or other place for carrying on any trade or business or otherwise than as a private home; or
 - (i) make any alterations or additions to the exterior of the unit and/or accessory unit without the written consent of the Body Corporate or the painting or decorating otherwise of the same or the erection (without the like consent) of any television or radio antenna or any canvas blind or other awning on the outside of any window nor make any structural alterations or additions to the interior of the unit or any part thereof and which may diminish the support and shelter of any unit on the subdivision without the written consent of the Body Corporate having the right to appoint an architect, structural engineer or building contractor at the expense of the member requiring the consent to approve such alterations which consent shall not be unreasonably refused; or

- 2 -

- (j) damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or the use of the same for any purpose other than the purpose for which they are provided or properly available; or
- (k) hang any garment or article of clothing, sheet, blanket, towel or other article from the outside of a unit and/or accessory unit, balcony, landing, or stairway forming part of a unit or on the common property except in places expressly provided for the purpose; or
- (l) display any placard, advertisement or sign in or upon the member's unit and/or accessory unit or in or upon the common property unless the Body Corporate first grants consent in writing thereto and then only in accordance with the terms and conditions specified in such consent; or
- (m) breach the regulations from time to time made by the Body Corporate relating to the disposal of garbage; or
- (n) use any accessory unit being a garage carport or carspace otherwise than for the purpose of parking a vehicle thereon and then only in such a manner as may be fair and reasonable and to maintain the area in a clean and tidy condition; or
- (o) breach the regulations from time to time made by the Body Corporate relating to the use of any part of the common property; or
- (p) breach the regulations from time to time made by the Body Corporate relating to the parking of motor cars or other vehicles on the common property; or
- (q) fail to keep the floors of the unit carpeted or otherwise covered insofar as it may be necessary to avoid annoyance to the occupiers of any other unit; or
- (r) fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all and any other objects whatsoever whether solicited or unsolicited or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever and therefore be unable so to do for any period which shall include one night notwithstanding that this requirement may be waived entirely or otherwise amended by the Body Corporate provided that any such waiver or amendment is obtained from the Body Corporate in writing not less than seven days prior to the date or dates for which such waiver is required.





Department of Sustainability and Environment

To Dennis

Owners Corporation Search Report

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Produced: 14/03/2008 11:23:01 AM

**OWNERS CORPORATION
PLAN NO. PS348371W**

The land in PS348371W is affected by 1 Owners Corporation(s)

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

Limitations on Owners Corporation:
Unlimited

Postal Address for Service of Notices:
CLIFFORD BODY CORPORATE MANAGERS P.O. BOX 77 MOONEE PONDS VIC 3039
X817137A

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

Owners Corporation Rules:
1. U673750J 17/03/1997

Notations:
NIL

Entitlement and Liability:

Land Parcel	Folio References (Provided only in a Premium Report)	Entitlement	Liability
Common Property		0	0
Lot 1		100	100
Lot 2		100	100
Lot 3		100	100
Lot 4		100	100
Lot 5		100	100
Lot 6		100	100
Lot 7		100	100
	Total	700	700

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

Statement End.

PS348371W

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

03 9857 5352,

Sheet 3

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PLAN OF SUBDIVISION		Stage No. <hr/>	LTO use only EDITION 3	Plan Number P.S. 348371W				
Location of Land Parish: CUT PAW PAW Township: Section: Crown Allotment: Crown Portion: 10 (PART)		Council Certification and Endorsement Council Name: CITY OF BRIMBANK Ref: 96/340						
LTO base record: CHART No. J29 (2478) Title References: Vol. 5354 Fol. 077 Vol. 5819 Fol. 769 Vol. 5604 Fol. 658 Last Plan Reference: L.P. 10249 LOTS 1, 2 & 3 Postal Address: 94-98 HAMPSHIRE ROAD SUNSHINE 3020 AMG Co-ordinates: N 5 815 030 (of approx. centre of plan) E 308 950 Zone 55		1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 6(1) of the Subdivision Act 1988. Date of original certification under section 6: / / 3. This is a statement of compliance issued under section 22 of the Subdivision Act 1988.						
Vesting of Roads or Reserves		Open Space (A) A requirement for public open space under section 10 Subdivision Act 1988 has / has not been made. (B) The requirement has been satisfied. (C) The requirement is to be satisfied in Stage						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Identifier</th> <th style="width:50%;">Council/Body/Person</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>		Identifier	Council/Body/Person	NIL	NIL	Council Delegate: Council seal: Date: 16 / 5 / 96 Re-certified under section 10(1) of the Subdivision Act 1988 Council Delegate: Council seal: Date: / /		
Identifier	Council/Body/Person							
NIL	NIL							
Notations								
Depth Limitation: Does not apply		Staging: This is/ is not a staged subdivision Planning Permit No.						
Survey: This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks (nots). In proclaimed Survey Area no.								
Easement Information				LTO use only				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Section 12(2) of the Subdivision Act 1988 applies to all the land on this plan				Statement of Compliance / Exception Statement Retained <input checked="" type="checkbox"/> Date: 23 / 1 / 97				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/in Favour Of				
E-1 E-2	PARTY WALL SEWERAGE	0-12 2	THIS PLAN THIS PLAN	RELEVANT ADJUTING LOTS ON THIS PLAN CITY WEST WATER LIMITED				
K.J.GOODISON AND ASSOCIATES LICENSED SURVEYORS 305 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015				LTO use only PLAN REGISTERED TIME 8-4.5AM. DATE 31 / 1 / 97 Assistant Registrar of Titles Sheet 1 of 3 Sheets				
LICENSED SURVEYOR (PRINT) Kenneth John GOODISON SIGNATURE <i>K.J. Goodison</i> DATE 26 / 7 / 96 REF 8300 VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE: Original sheet size A3						

MODIFICATION TABLE
 RECORD OF ALL ADDITIONS OR CHANGES
 TO THE PLAN

PLAN NUMBER
PS348371W

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
THIS PLAN	CHANGE OF ADDRESS	U673749J	17 3 97	3.10	2	
THIS PLAN	SPECIAL RULES RECORDED	U673750J	17 3 97	3.10	2	
THIS PLAN	CHANGE OF ADDRESS	X817137A			3	



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS348371W**

The land in PS348371W is affected by 1 Owners Corporation(s)

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

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
123 CHURCH STREET HAWTHORN VIC 3122

AL270551J 04/08/2014

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. U673750J 17/03/1997

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/01/2021 12:34:25 PM

OWNERS CORPORATION
PLAN NO. PS348371W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Total	700.00	700.00

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

Statement End.