Contract of Sale of Land

Property address:	Unit 1502 135 ABECKETT Street MELBOURNE VIC 3000

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962*

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

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

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

Signing of this contract

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962: and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser	
on dd/mm/yyyy	
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

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

Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	FERDY MARENTEK
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

The **day of sale** is the date by which both parties have signed this contract.

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Particulars of sale

Vendor's estate agent

Name:	XYNERGY
Address:	19 STATION STREET OAKLEIGH VIC 3166
Telephone:	+61(0)450 540 168
Fax:	
Email:	lisa.s@xynergy.com.au

Vendor

Name(s):	FERDY MARENTEK
Address:	
Telephone:	W: H:
Email:	

Vendor's legal practitioner or conveyancer

Name:	LINK WEST CONVEYANCING
Address:	45 JUPITER DRIVE TRUGANINA VIC 3029
Telephone:	
Fax:	
Email:	JEFF@LINKWESTCONVEYANCING.COM.AU

Purchaser

Name(s):	
Address:	
Telephone:	W: H:
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11833	Folio	970	1502	PS724927D
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	Unit 1502 135 ABECKETT Street MELBOURNE VIC 3000
Goods sold with the land General condition 6.3(f). List or attach schedule.	****All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (or attach Schedule)

Payment

Price	
Deposit	
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	$0.00

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:	
If this is a sale of a 'farming business' or 'going concern" then add the words '**farming business**' or '**going concern**' in this box:	
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	

Settlement (general condition 17 and 26.2)

Is due on: dd/mm/yyyy	

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 of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:	

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:
(only complete the one that applies. Check tenancy agreement/lease before completing details.
****Residential tenancy agreement for a fixed term ending
****Periodic residential tenancy agreement determinable by notice
****Lease for a term ending…….with…….option to renew, each of…… years

Terms contract (general condition 30)

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 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The 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.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient’s authorised deposit-taking institution, must be paid by the remitter.

14.5 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.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient’s bank account.

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

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

14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

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

Special condition 2 – Acceptance of title

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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

27.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

6.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 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.

6.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

6.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

(a) in their 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.

(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; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 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.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek

to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will liable for Vendor's losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

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

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

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

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

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

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

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

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

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

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party

to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

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

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

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign

resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions

first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

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

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We _____ **of** _____

And _____ **of** _____

being the **Sole Director / Directors of** _____ **ACN** _____

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This _____ Day of _____ 20 _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

2. The auctioneer may refuse any bid.

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

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

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

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

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the

vendor will first negotiate with the highest bidder for the purchase of the property.

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	FERDY MARENTEK
Property:	Unit 1502 135 ABECKETT Street MELBOURNE VIC 3000

VENDORS REPRESENTATIVE
LINK WEST CONVEYANCING

45 JUPITER DRIVE
TRUGANINA VIC 3029

Tel:
Fax:
Email: JEFF@LINKWESTCONVEYANCING.COM.AU

Ref: JL-22/3500

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed $5,000 + OWNERS CORPORATION FEE

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: None to the Vendors knowledge.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Melbourne
Responsible Authority: Melbourne City Council
Zoning: CCZ - Capital City Zone
Planning Overlay/s: OR See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the Owners Corporations Act 2006.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	**Status**
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected

Telephone services

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

DATE OF THIS STATEMENT ____ / ____ /20 ____

Name of the Vendor

FERDY MARENTEK

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT ____ / ____ /20 ____

Name of the Purchaser

Signature/s of the Purchaser

x

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

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

VOLUME 11833 FOLIO 970

Security no : 124096261899E
Produced 21/03/2022 08:34 AM

LAND DESCRIPTION

Lot 1502 on Plan of Subdivision 724927D.
PARENT TITLE Volume 11373 Folio 046
Created by instrument PS724927D 17/11/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FERDY MARENTEK of 1502/135 A'BECKETT STREET MELBOURNE 3000
AN348865K 07/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS634069X 21/10/2019
HSBC BANK AUSTRALIA LTD

COVENANT AK290568L 15/04/2013

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ819894N 26/07/2012

DIAGRAM LOCATION

SEE PS724927D 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 1502 LEVEL 15 135 ABECKETT STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 21/10/2019

OWNERS CORPORATIONS

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The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS724927D
OWNERS CORPORATION 2 PLAN NO. PS724927D

DOCUMENT END

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Document Identification	**PS724927D**
Number of Pages (excluding this cover sheet)	**84**
Document Assembled	**21/03/2022 08:38**

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PLAN OF SUBDIVISION

LV use only	Plan Number
EDITION 5	PS 724927D

Location of Land

Parish: MELBOURNE NORTH

Township: –

Section: –

Crown Allotment: 39 (PART)

Crown Portion: –

Title Reference: VOL 11373 FOL 046

Last Plan Reference: LOT 3 ON PS642741Y

Postal Address: 127–141 A'BECKETT STREET,
(at time of subdivision) MELBOURNE. 3000

MGA 94 Co-ordinates (of approx centre of land in plan) E 320 400 N 5813 320 Zone: 55

Council Name: CITY OF MELBOURNE

Council Ref:

Vesting of Roads and/or Reserves

Identifier	Council /Body/Person
NIL	NIL

Staging This is/is not a staged subdivision
Planning Permit No.

Depth Limitation DOES NOT APPLY

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY & ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND APPLICABLE OWNERS CORPORATION RULES

SECTIONS B-B & C-C HAVE BEEN OMITTED FROM THIS PLAN

B - BALCONY
CP No.1 - COMMON PROPERTY No. 1
CP No.2 - COMMON PROPERTY No. 2
CP No.3 - COMMON PROPERTY No. 3
P - PROJECTION OF UNDERSIDE OF CEILING
PT - PART
– – DENOTES STRUCTURE WITHIN BOUNDARY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
EXTERIOR FACE BOUNDARIES MARKED 'E'
MEDIAN (PARTY) WALL BOUNDARIES MARKED 'M'
INTERIOR FACE ALL OTHER BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No. 2 & No. 3 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES EXCEPT THOSE MARKED AS 'E' OR 'M'.

ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 1 UNLESS SHOWN OTHERWISE

Easement Information

Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance; A - Appurtenant Easement; R - Encumbering Easement (Road)

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

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	FOOTWAY (LIMITED IN DEPTH & HEIGHT TO BETWEEN THE UPPER FACE OF THE GROUND LEVEL SLAB AND 2.1m ABOVE THE UPPER FACE OF THE GROUND LEVEL SLAB - SEE SECTIONS A-A' & D-D')	1.0m	STAGE 1 OF THIS PLAN	LOTS ON PS644319H

15 Essam Road South Melbourne
Victoria 3205 PO Box 5075
Australia (03) 9699 1400
www.spire.com.au
DEVELOP WITH SPIRE

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ...DIGITALLY SIGNED... DATE / /

REF 29667013 VERSION

DWG

Sheet 1 of 83 sheets

Original sheet size A3

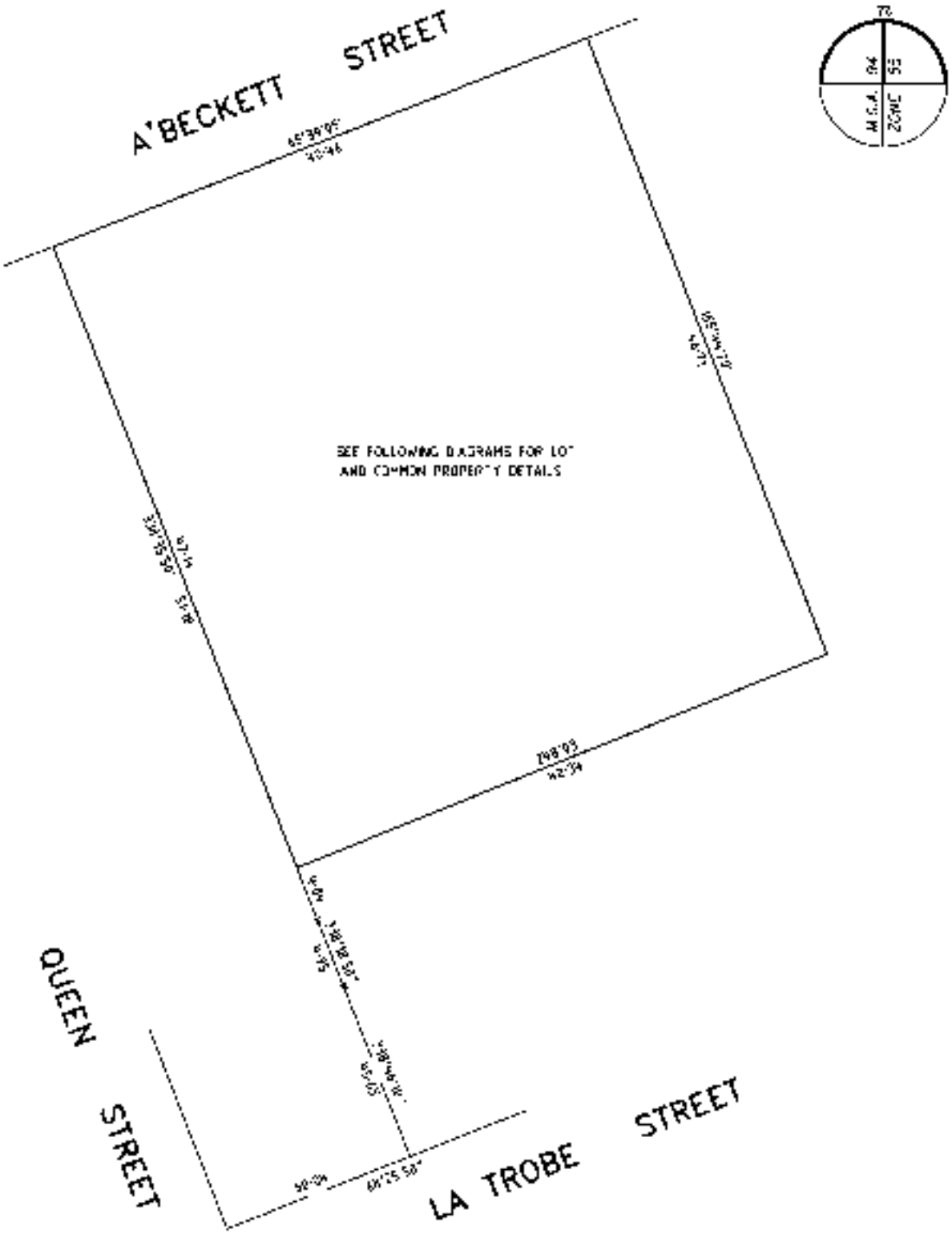
THIS IS A LAND USE VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

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PLAN OF SUBDIVISION

Plan Number

PS 724927D



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DESIGN WITH CARE SINCE

Bojana Jovanovic

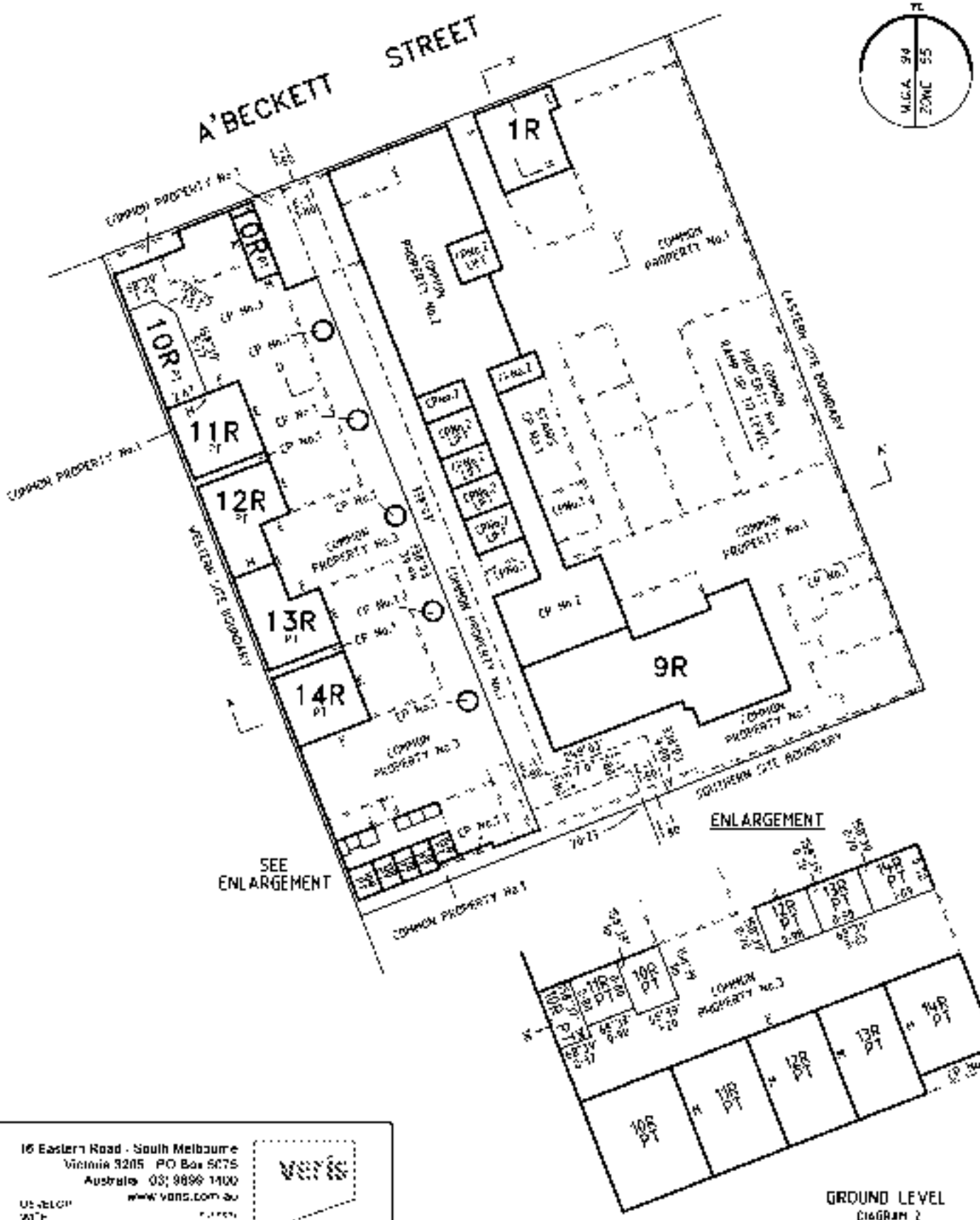
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DIAGRAM 1

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GROUND LEVEL
DIAGRAM 2

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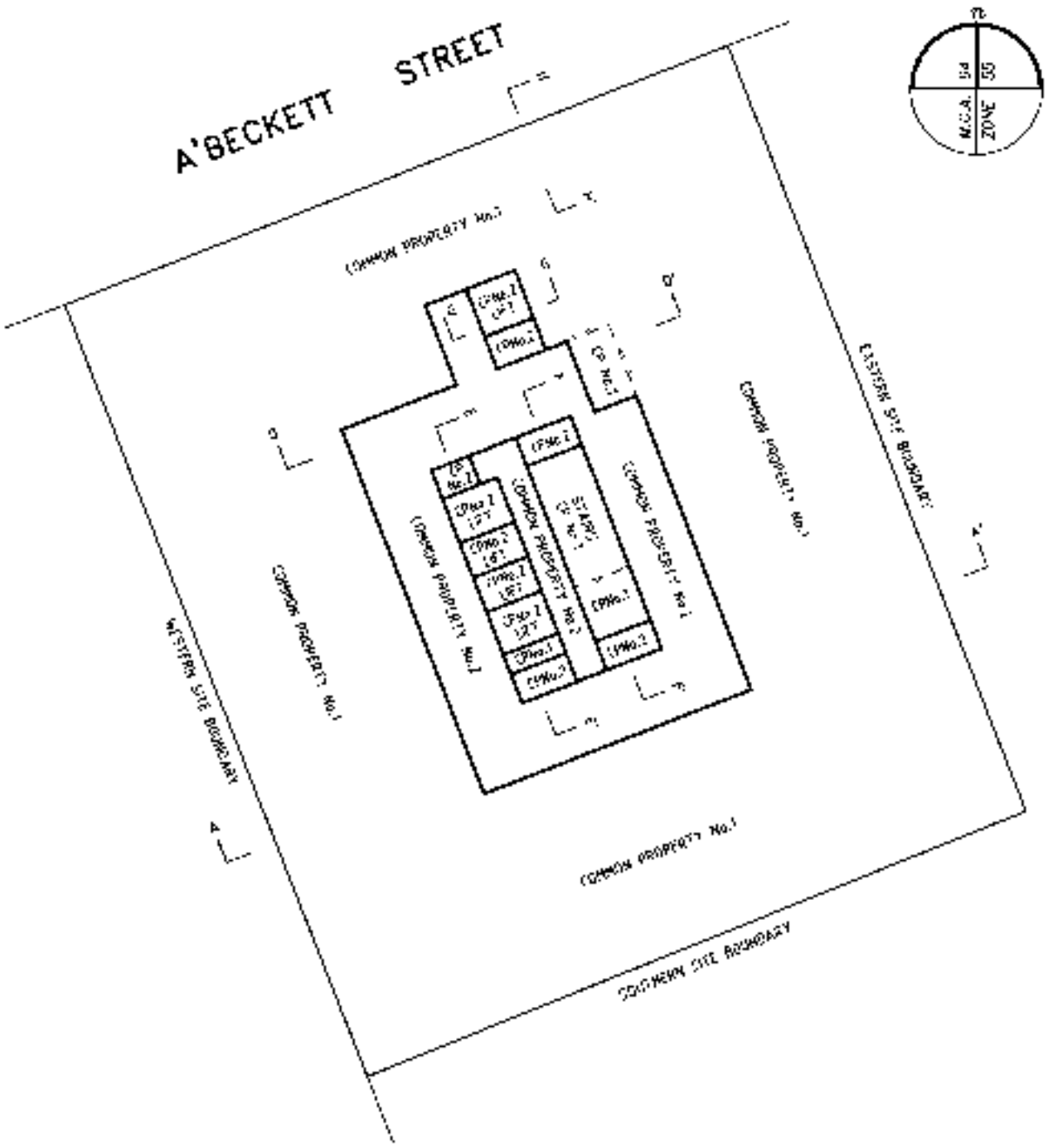
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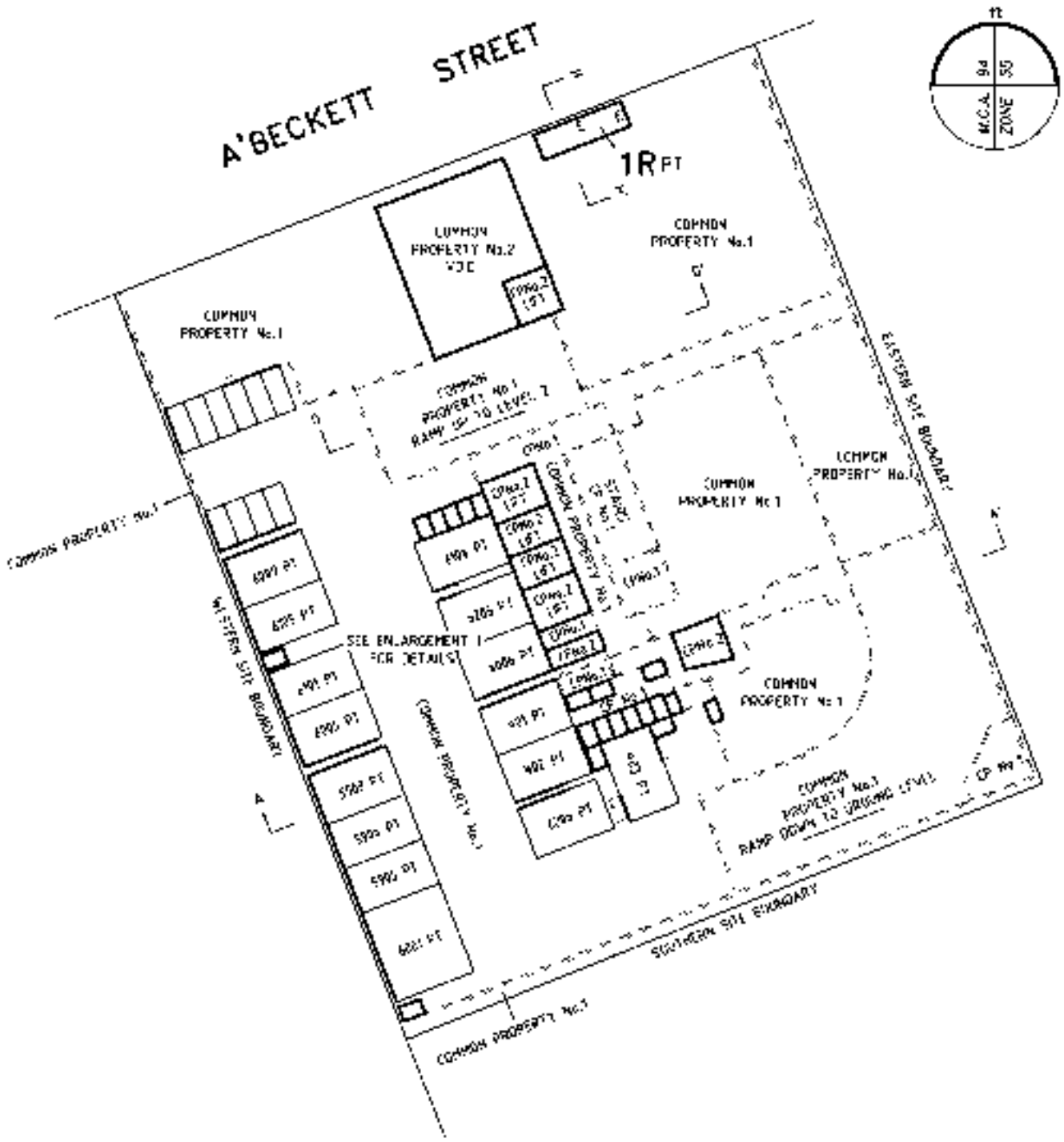
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BASEMENT LEVEL
DIAGRAM 3

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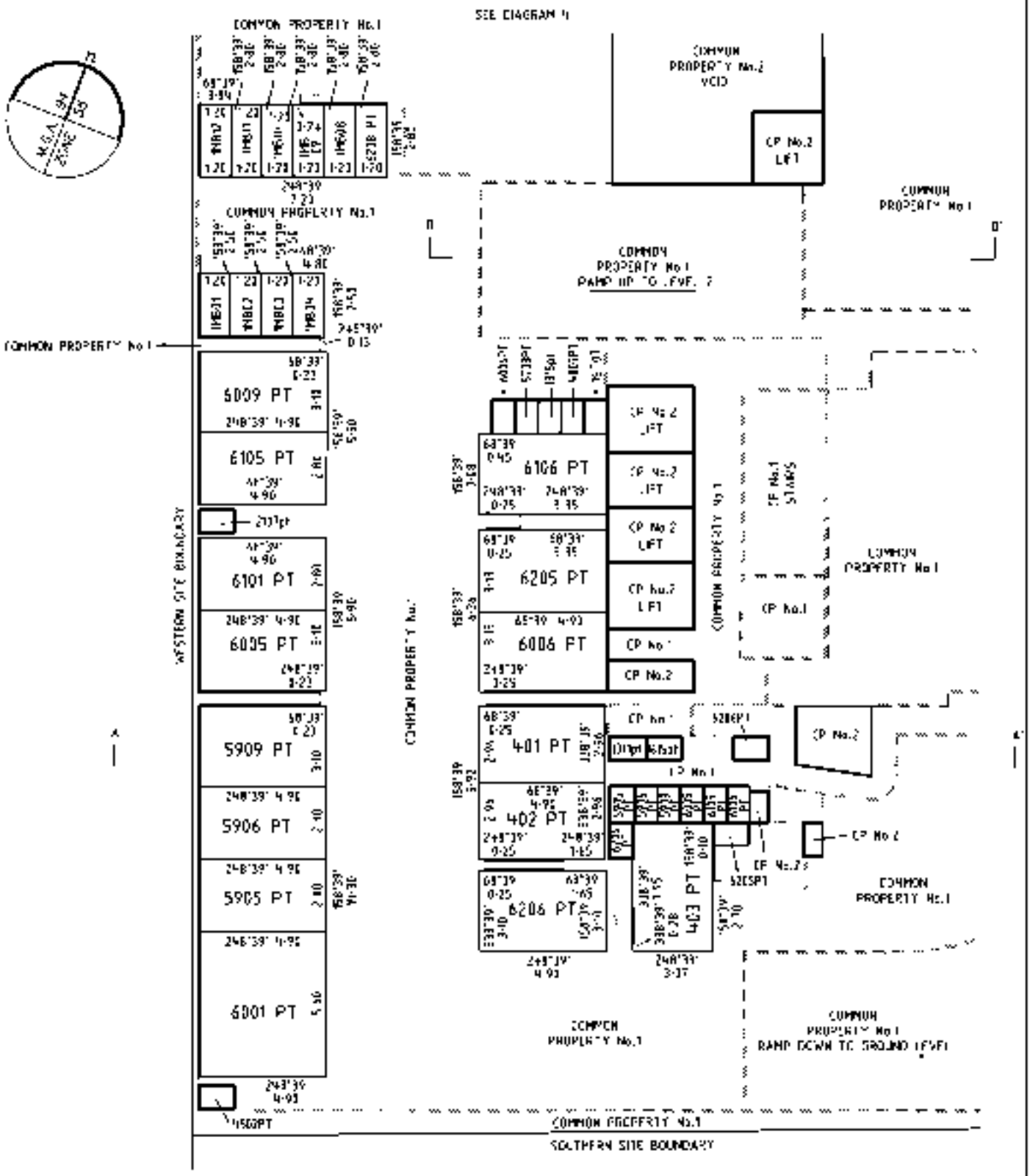
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DIAGRAM 4

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Boyce Jansen

LEVEL 1 (PART)
ENLARGEMENT 1

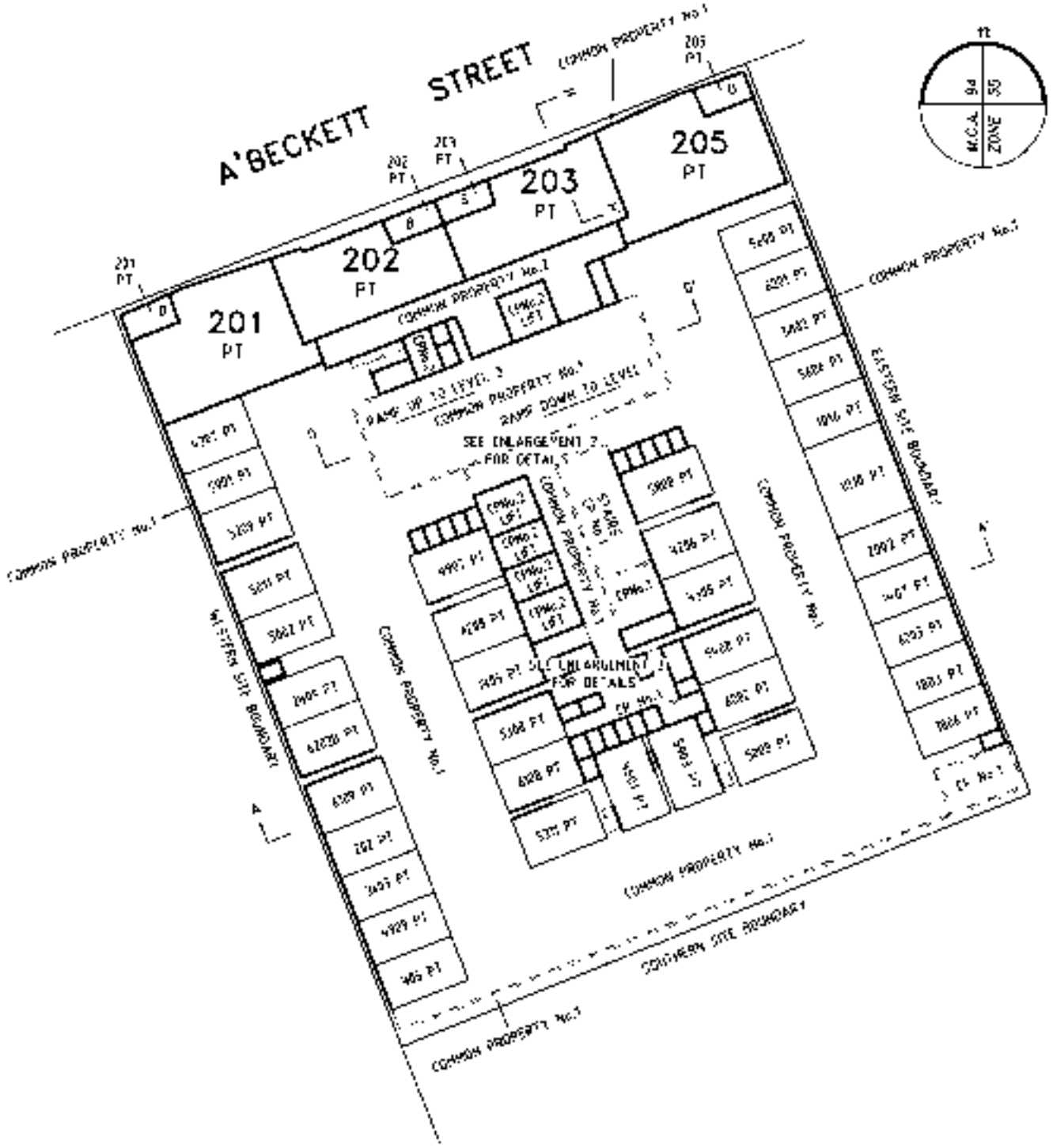
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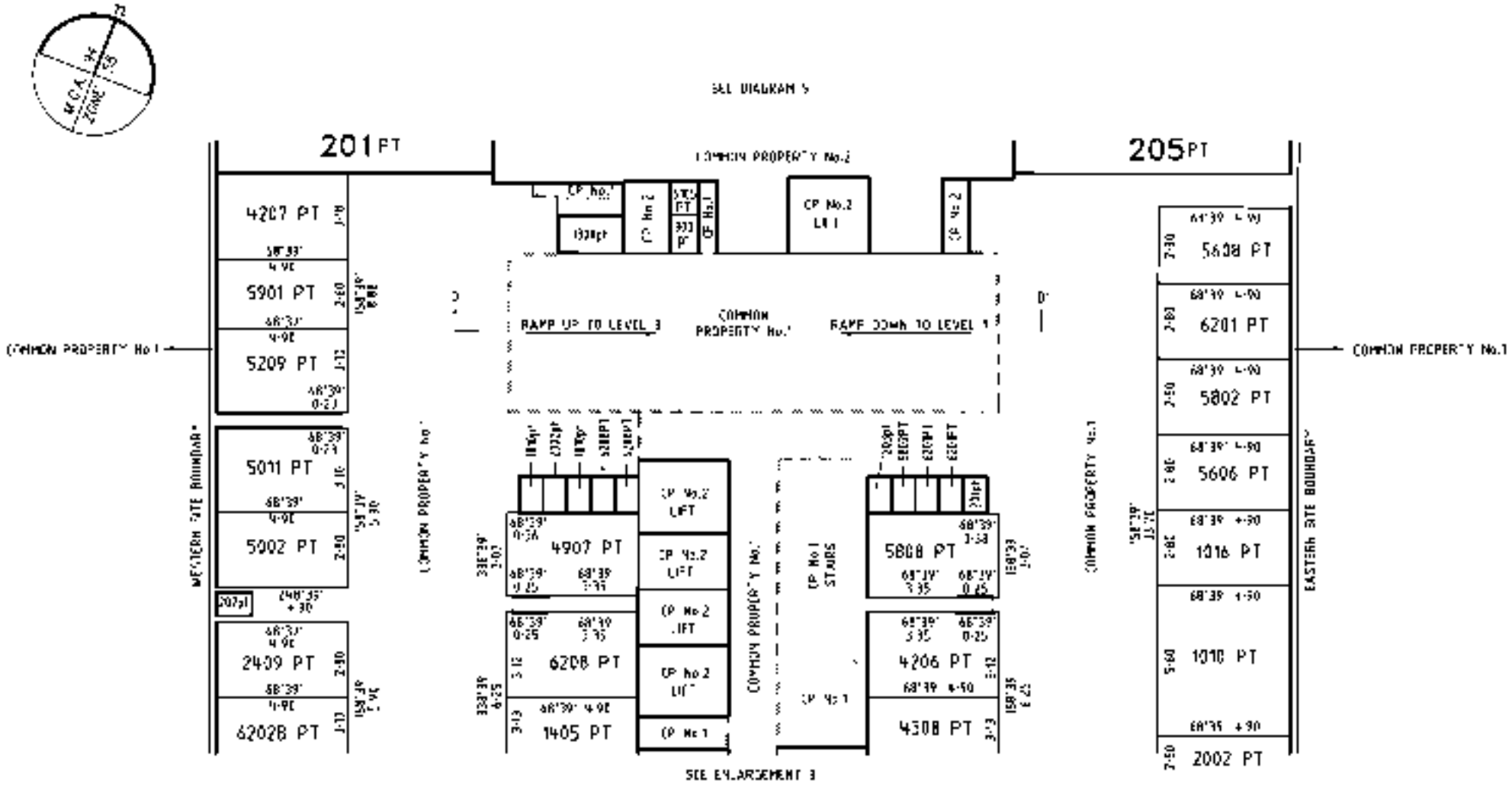
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LEVEL 2
DIAGRAM 5

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LEVEL 2 (PART)
ENLARGEMENT 2

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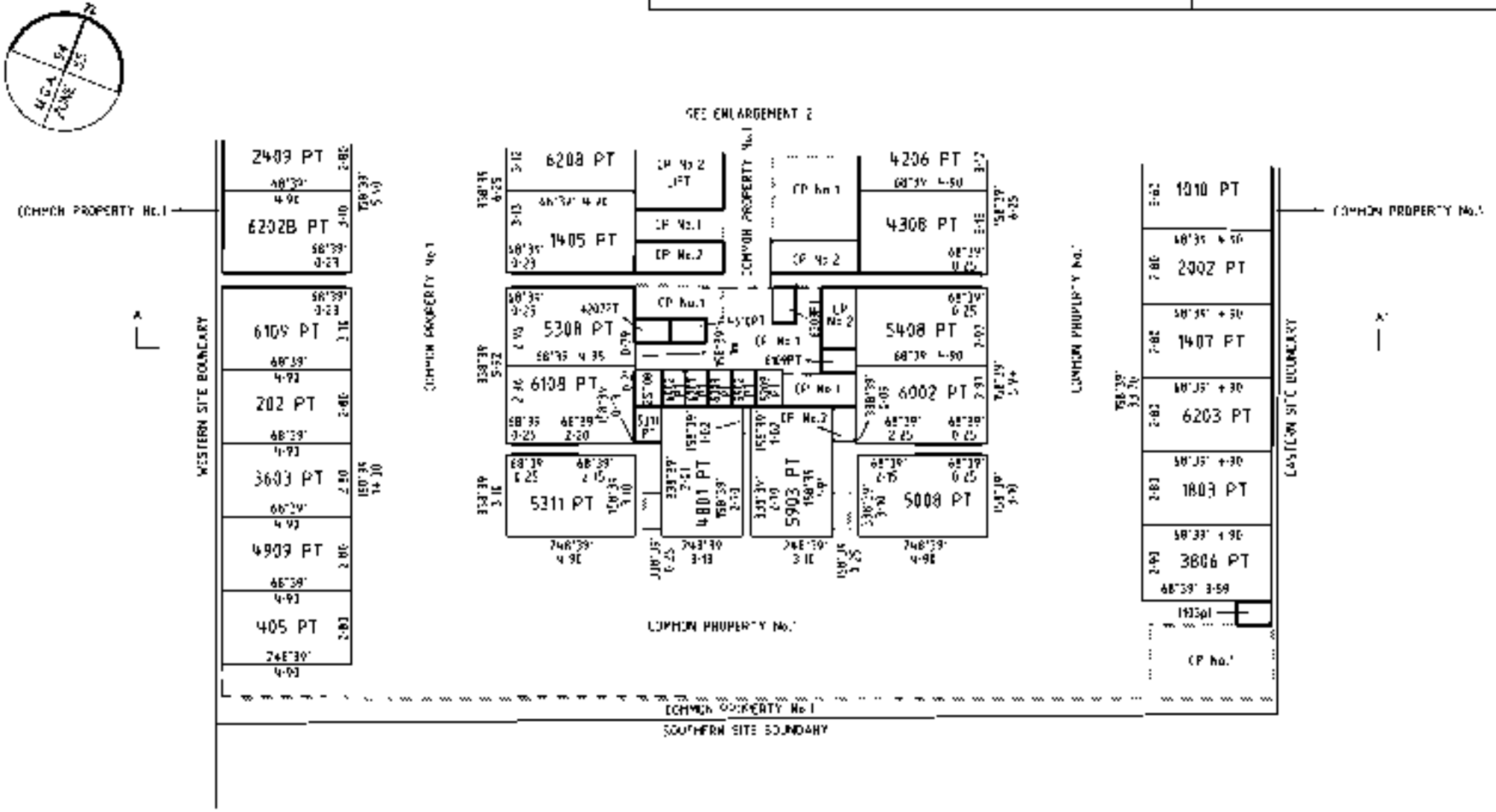
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Sheet 8

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LEVEL 2 (PART)
ENLARGEMENT 1

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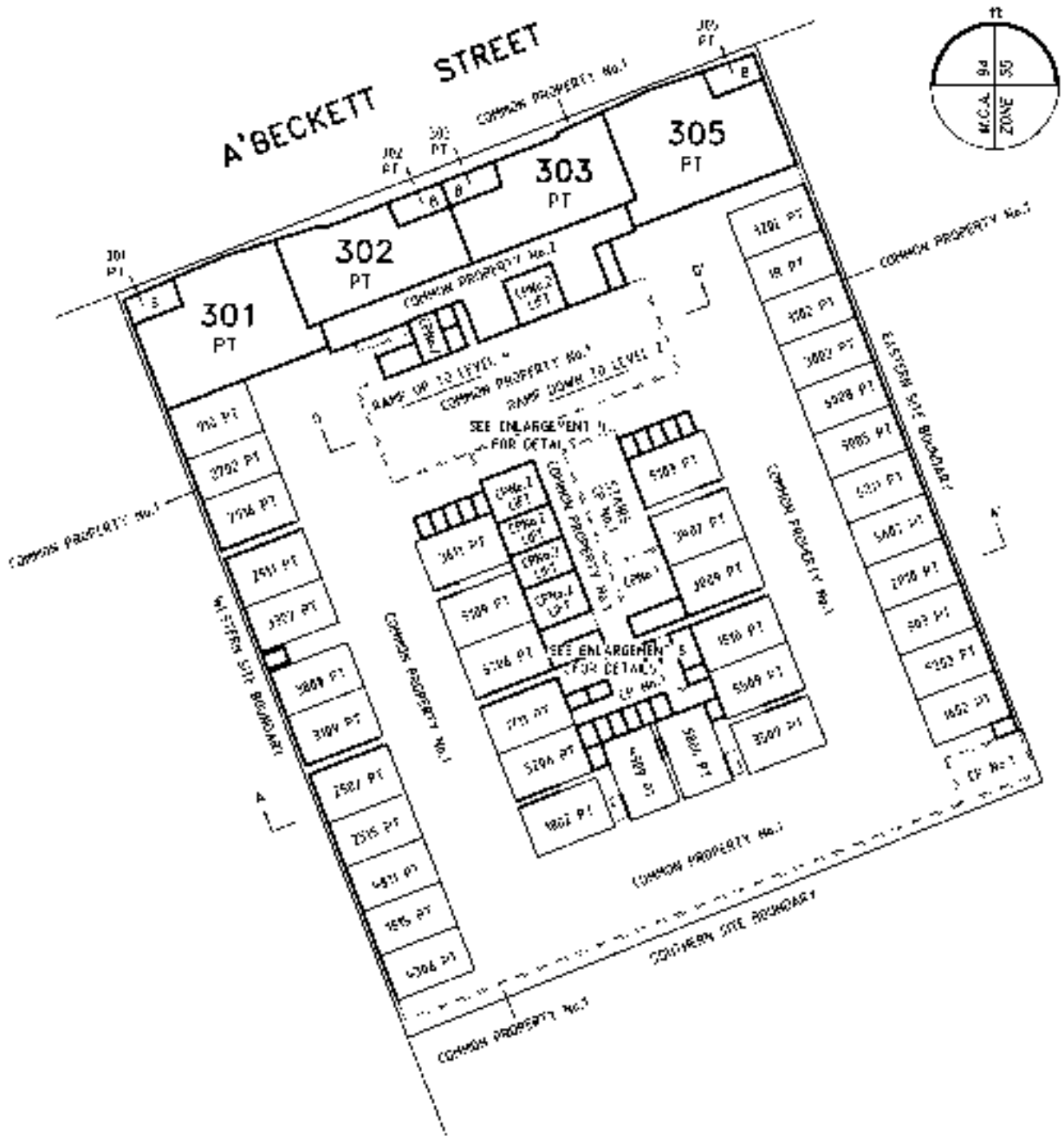
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SIGNATURE DIGITALLY SIGNED
DATE / /
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Sheet 2

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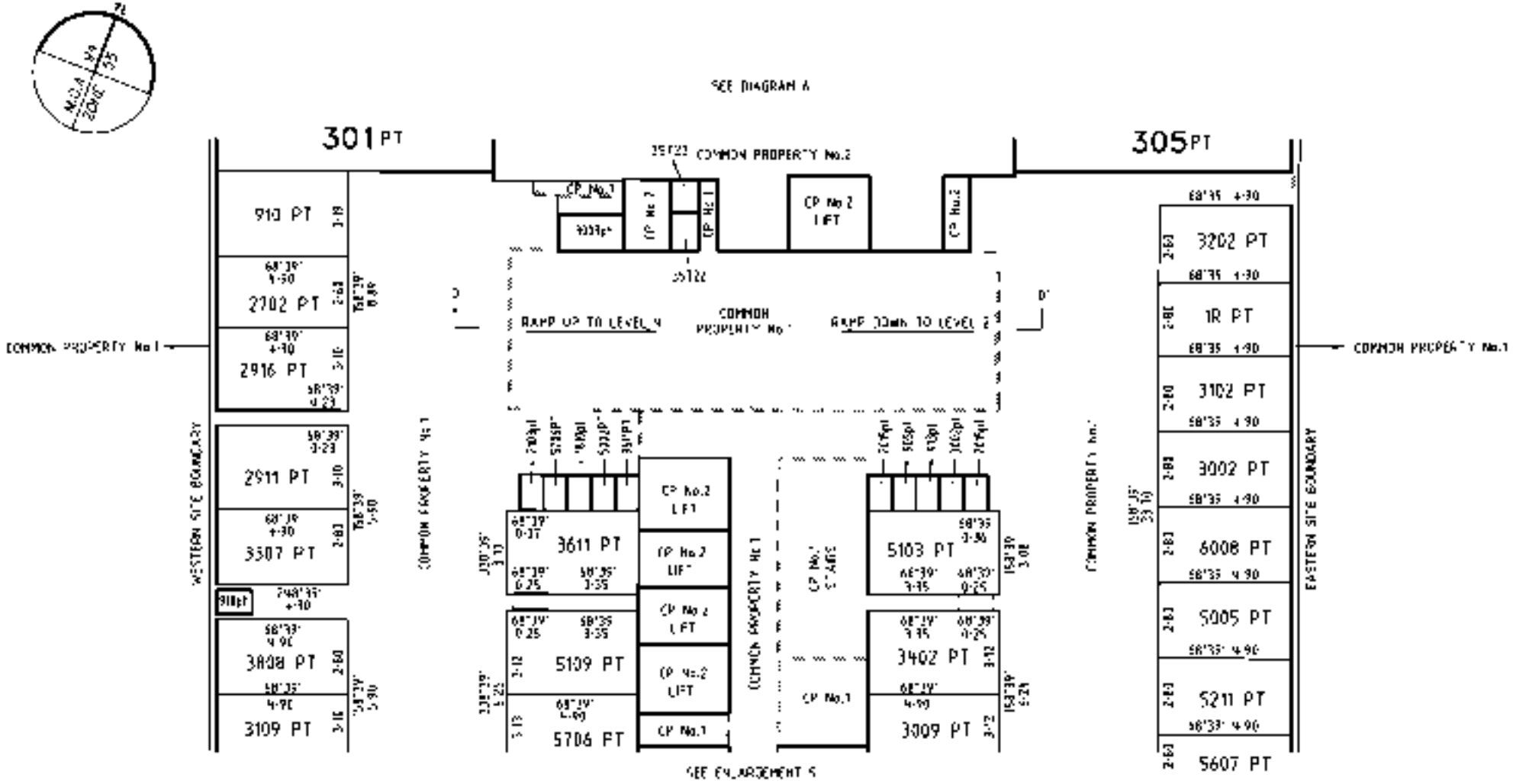
Bosco Jonson

LEVEL 3
DIAGRAM 6

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		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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PLAN OF SUBDIVISION

Plan Number
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LEVEL 3 (PART)
ENLARGEMENT 4

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Australia (03) 9699 1400
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Beard Jordan

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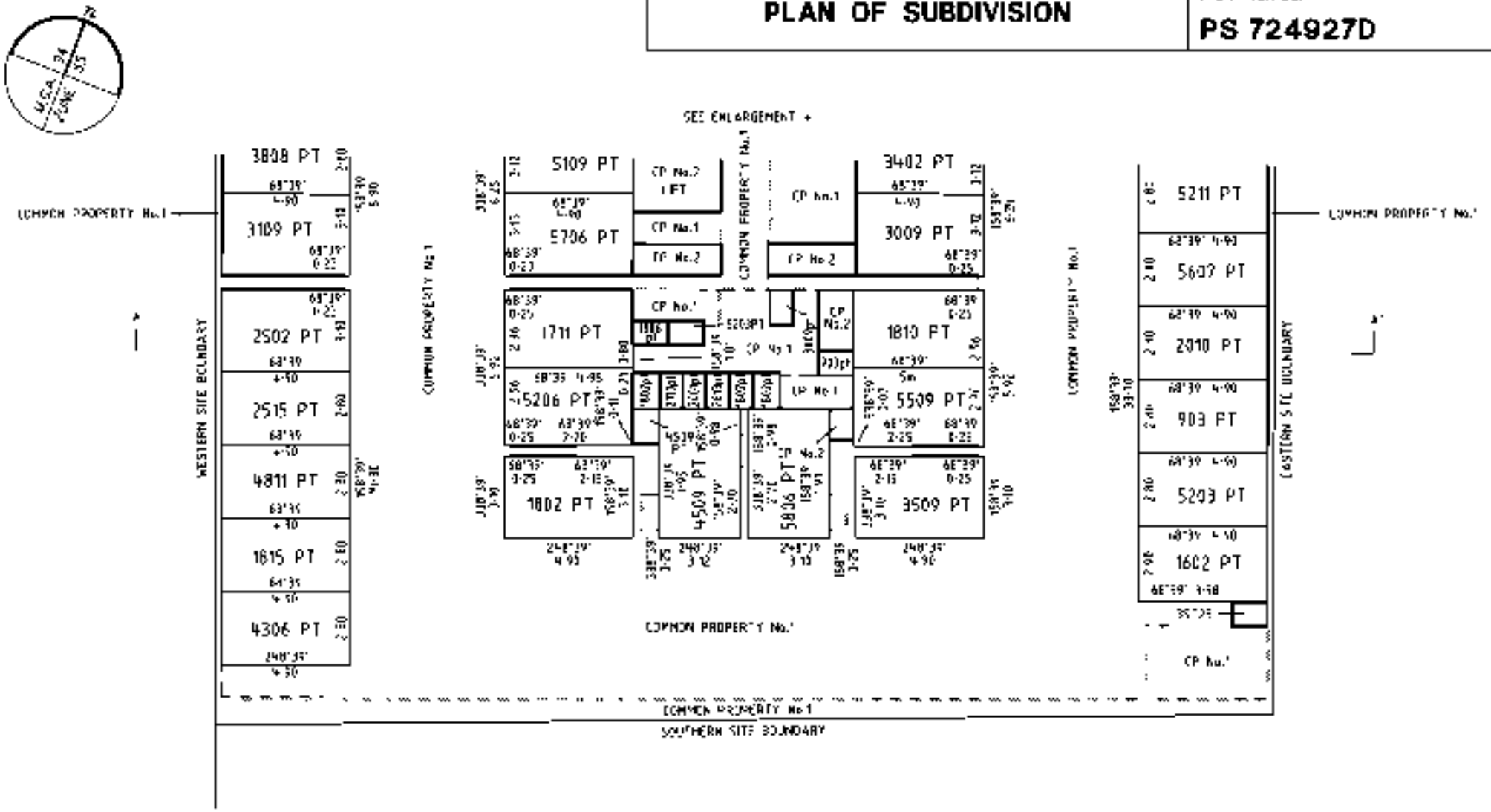
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PLAN OF SUBDIVISION

Plan Number
PS 724927D



LEVEL 3 (PART)
ENLARGEMENT 5

16 Eastern Road South Melbourne
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ORIGINAL

SCALE	SHEET SIZE
1:150	A3

SCALE

0 1 2 6

LENGTHS ARE IN METRES

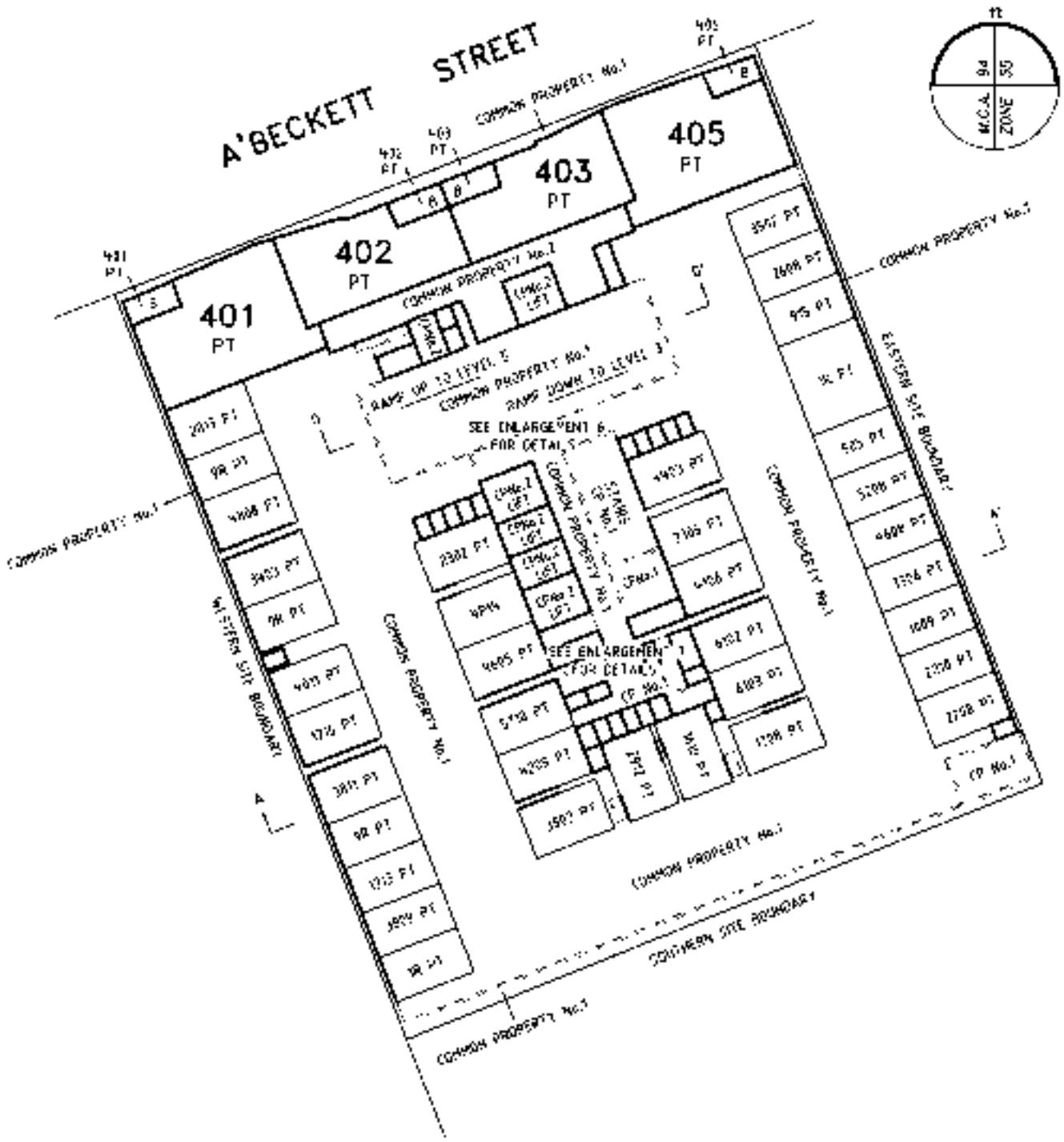
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED
DATE / /
REF 29667013
VERSION

Sheet 12

Produced by LANDATA, [illegible] 21/05/2021 10:17 Page 1 of 4

PLAN OF SUBDIVISION

Plan Number
PS 724927D



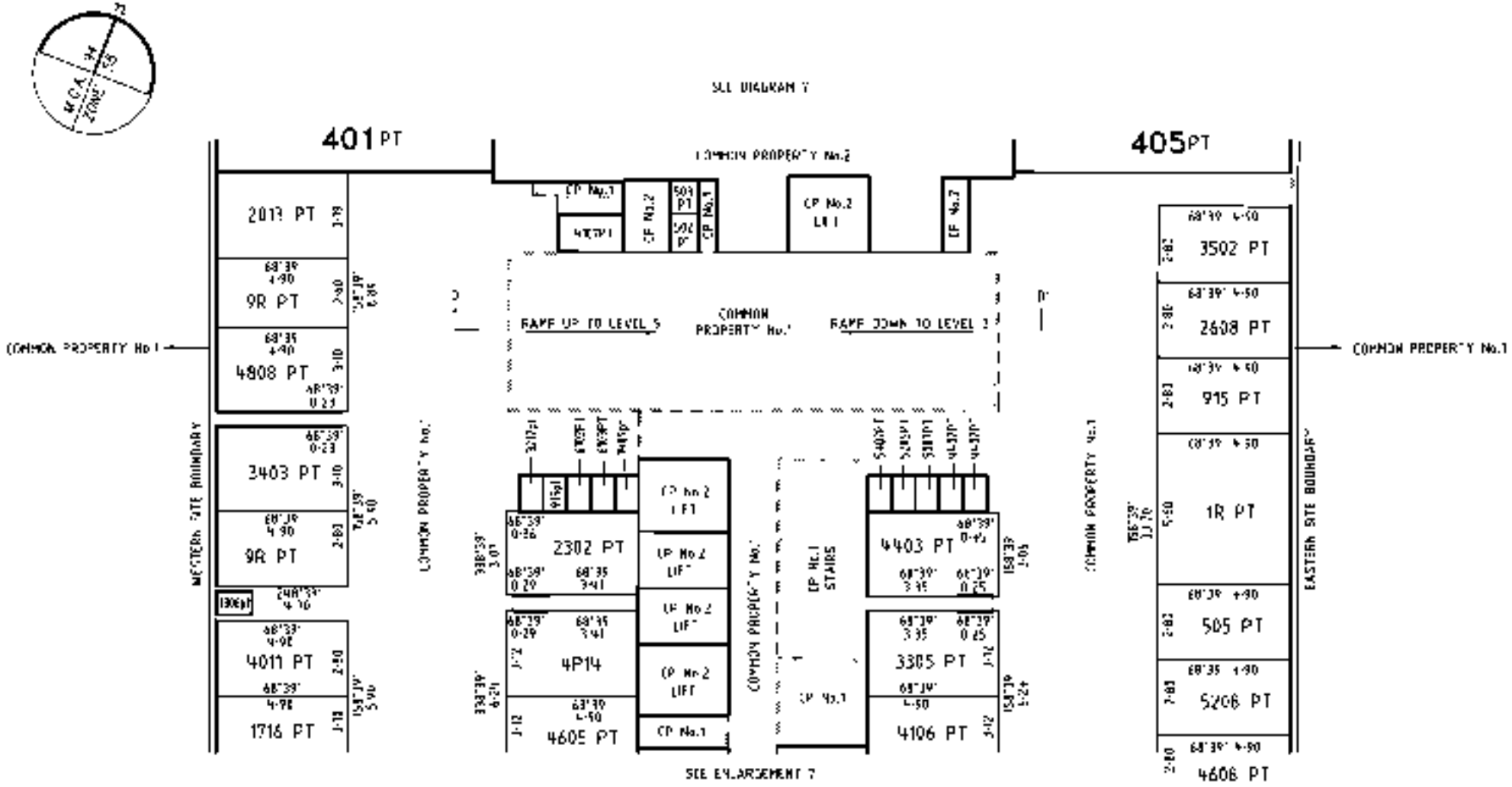
16 Eastern Road - South Melbourne
Victoria 3205 PO Box 5075
Australia 03 9686 1400
www.veris.com.au
Bosco Jonson

LEVEL 4
DIAGRAM 1

ORIGINAL		SCALE		Sheet 1 of
SCALE 1:250	SHEET SIZE A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
PS 724927D

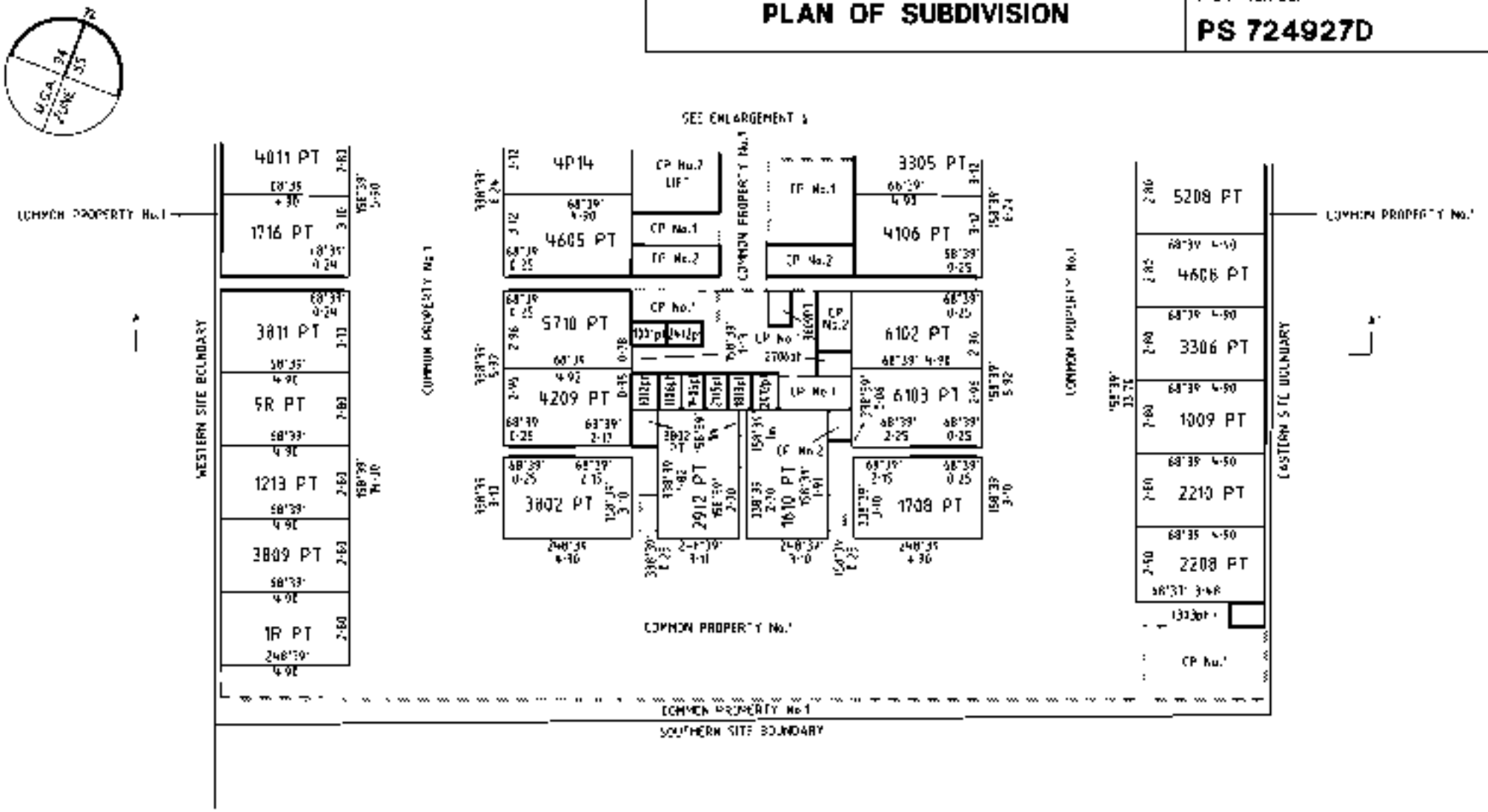


LEVEL 4 (PART)
ENLARGEMENT 6

16 Eastern Road South Melbourne Victoria 3205 - PO Box 5075 Australia 03 9699 1400 www.vdm.com.au Beveridge Williams	ORIGINAL SCALE 1:150	SHEET SIZE A3	SCALE 1 0 2 6 LENGTHS ARE IN METRES	Sheet 16
			LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



LEVEL 4 (PART)
ENLARGEMENT 2

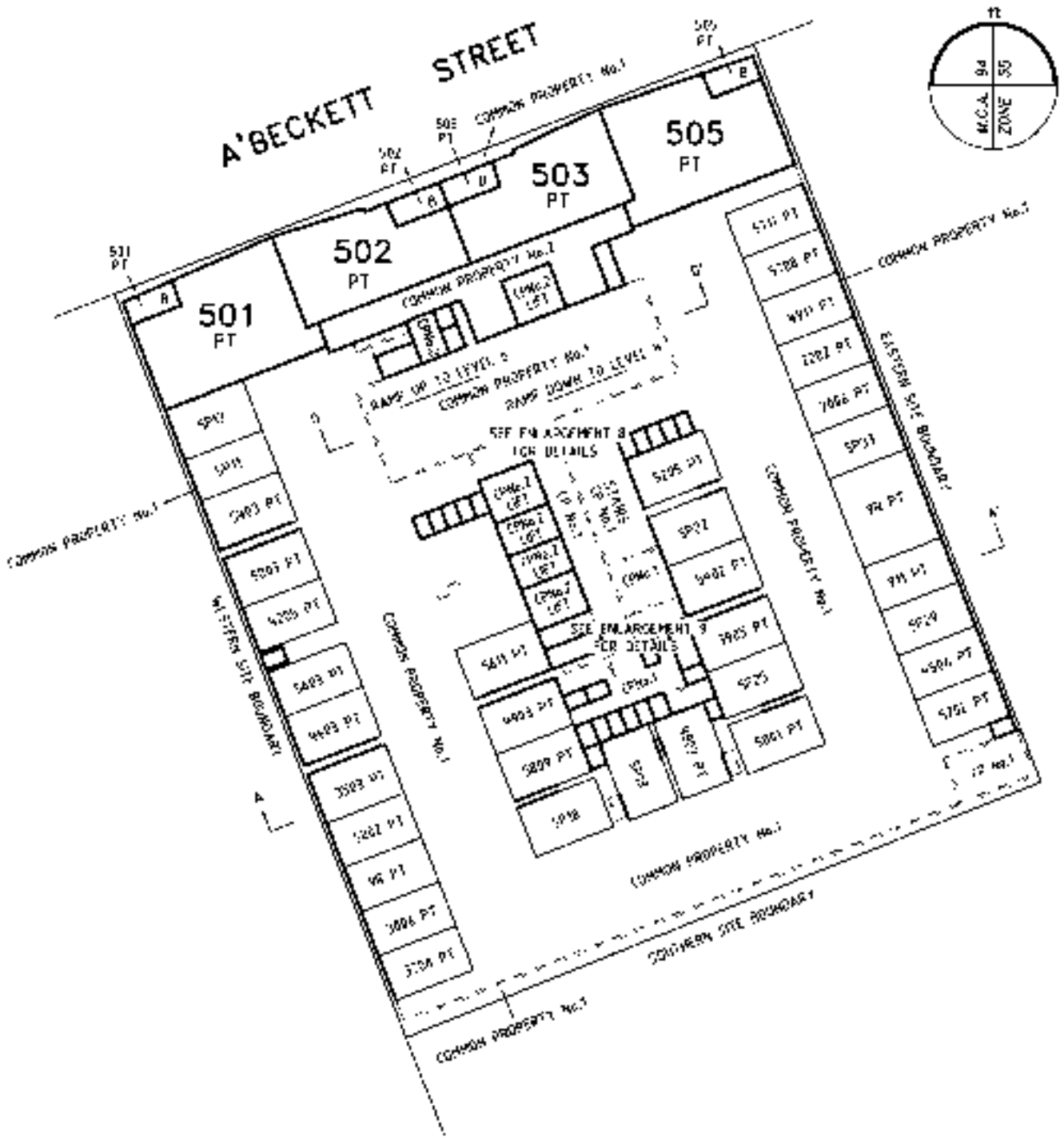
16 Eastern Road South Melbourne Victoria 3205 · PO Box 5075 Australia 03 9699 1400 www.veris.com.au Beard Jordon	ORIGINAL SCALE 1:150	SHEET SIZE A3	SCALE 0 2 6 LENGTHS ARE IN METRES	Sheet 15
			LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION	

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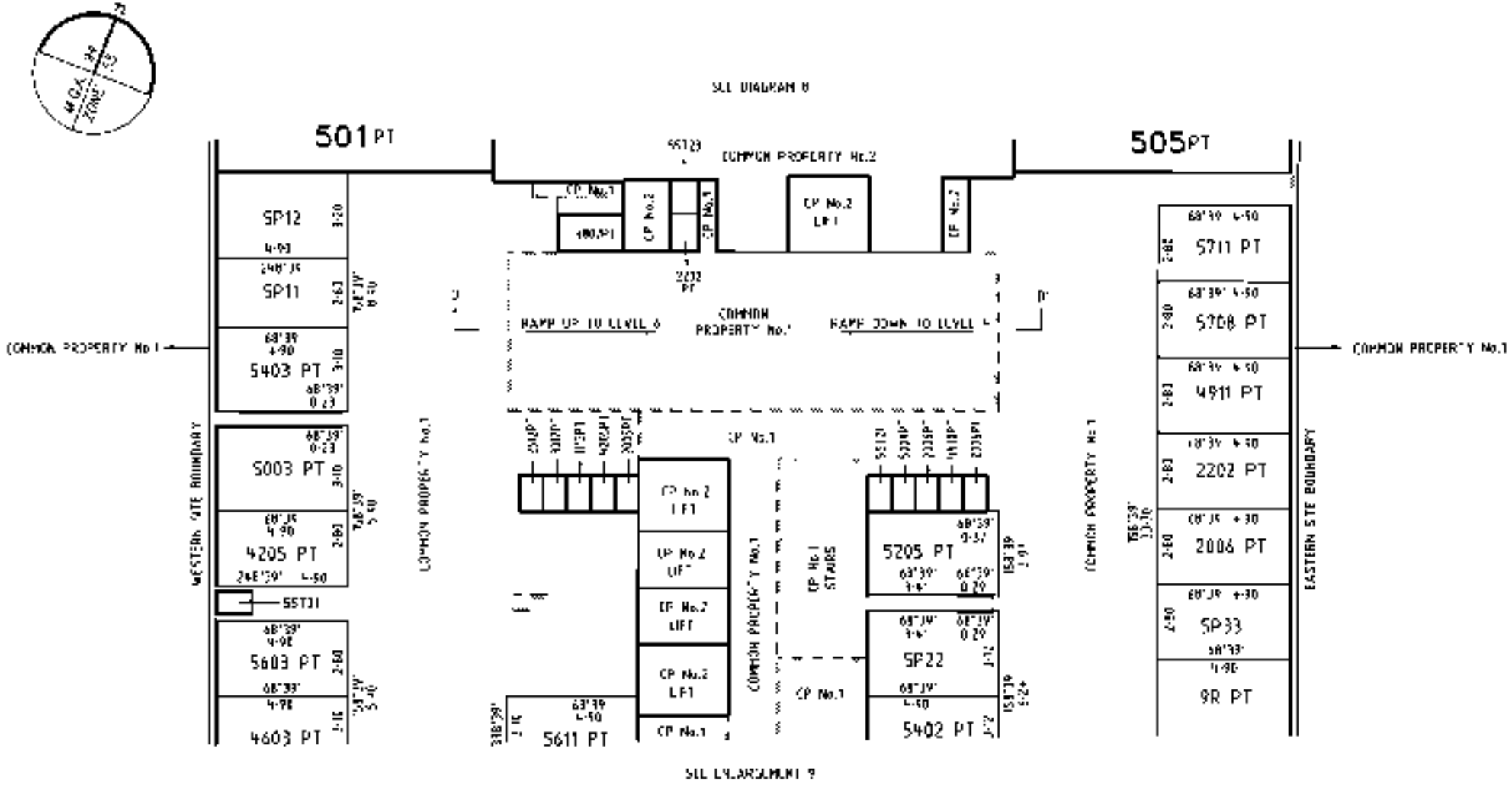
Bosco Jansen

LEVEL 5
DIAGRAM B

ORIGINAL		SCALE		Sheet 15
SCALE: 1:250	SHEET SIZE: A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
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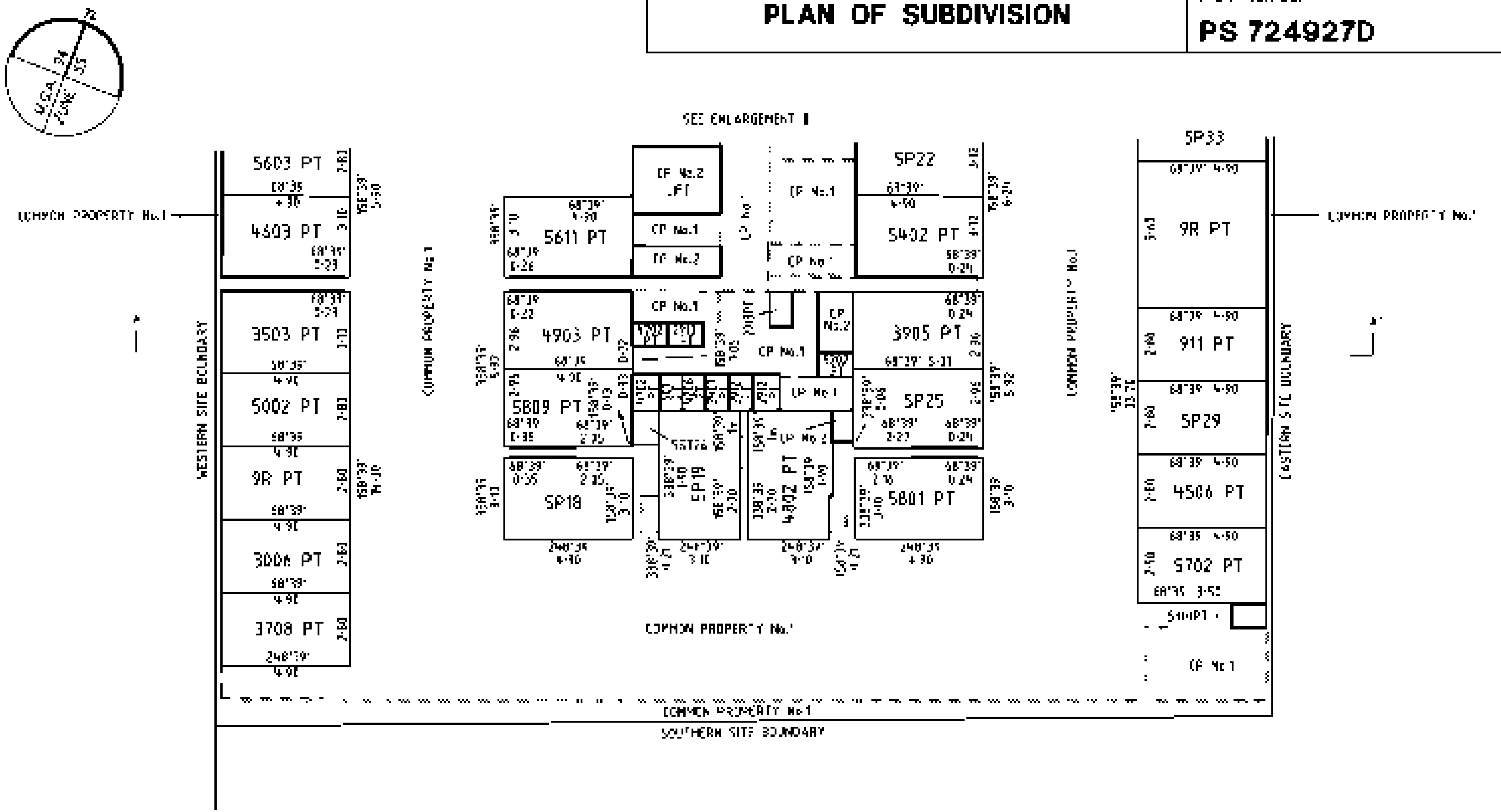
16 Eastern Road South Melbourne
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ORIGINAL SCALE	SHEET SIZE	SCALE	Sheet 17
1:150	A3	15 0 3 6 LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
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LEVEL 5 (PART)
ENLARGEMENT 9

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ORIGINAL	
SCALE	SHEET SIZE
1:150	A3

SCALE
LENGTHS ARE IN METRES

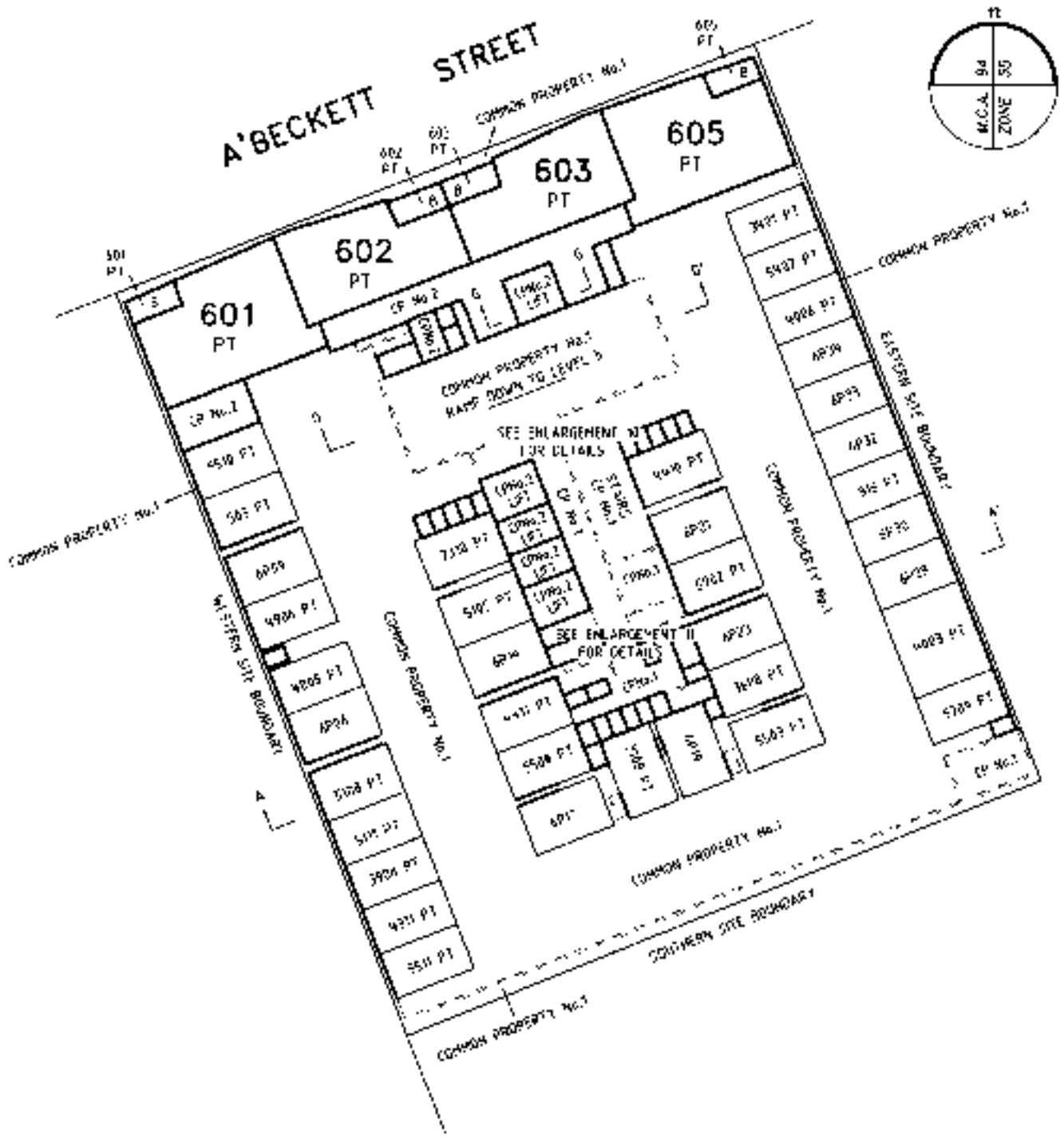
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SIGNATURE DIGITALLY SIGNED
DATE / /
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VERSION

Sheet 18

PLAN OF SUBDIVISION

Plan Number

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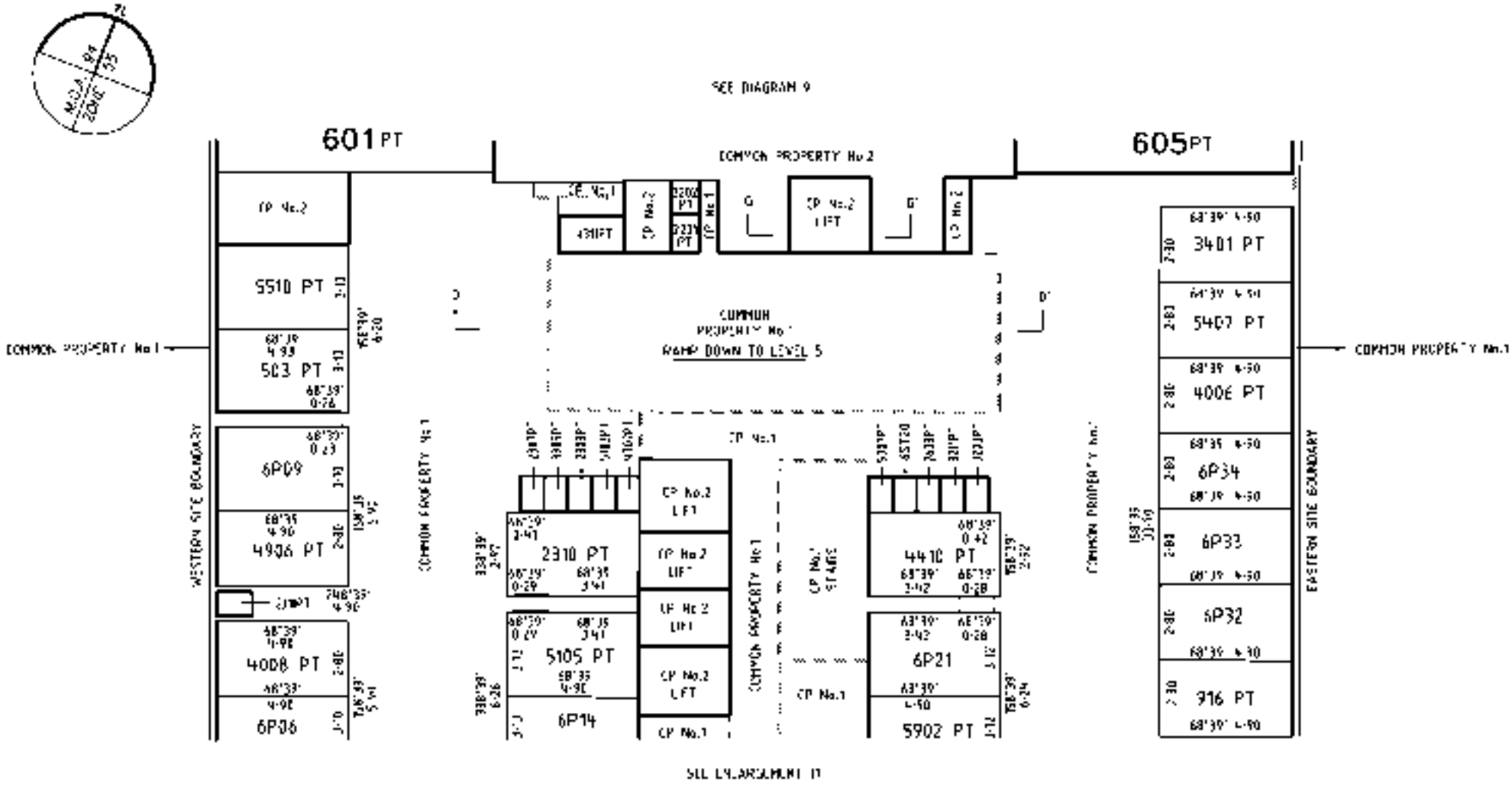
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Bosco Jonson

LEVEL 6
DIAGRAM 9

ORIGINAL		SCALE		Sheet 19
SCALE: 1:250	SHEET SIZE: A3	0 5 5 10	LICENSED SURVEYOR (PRINT) BOSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
PS 724927D

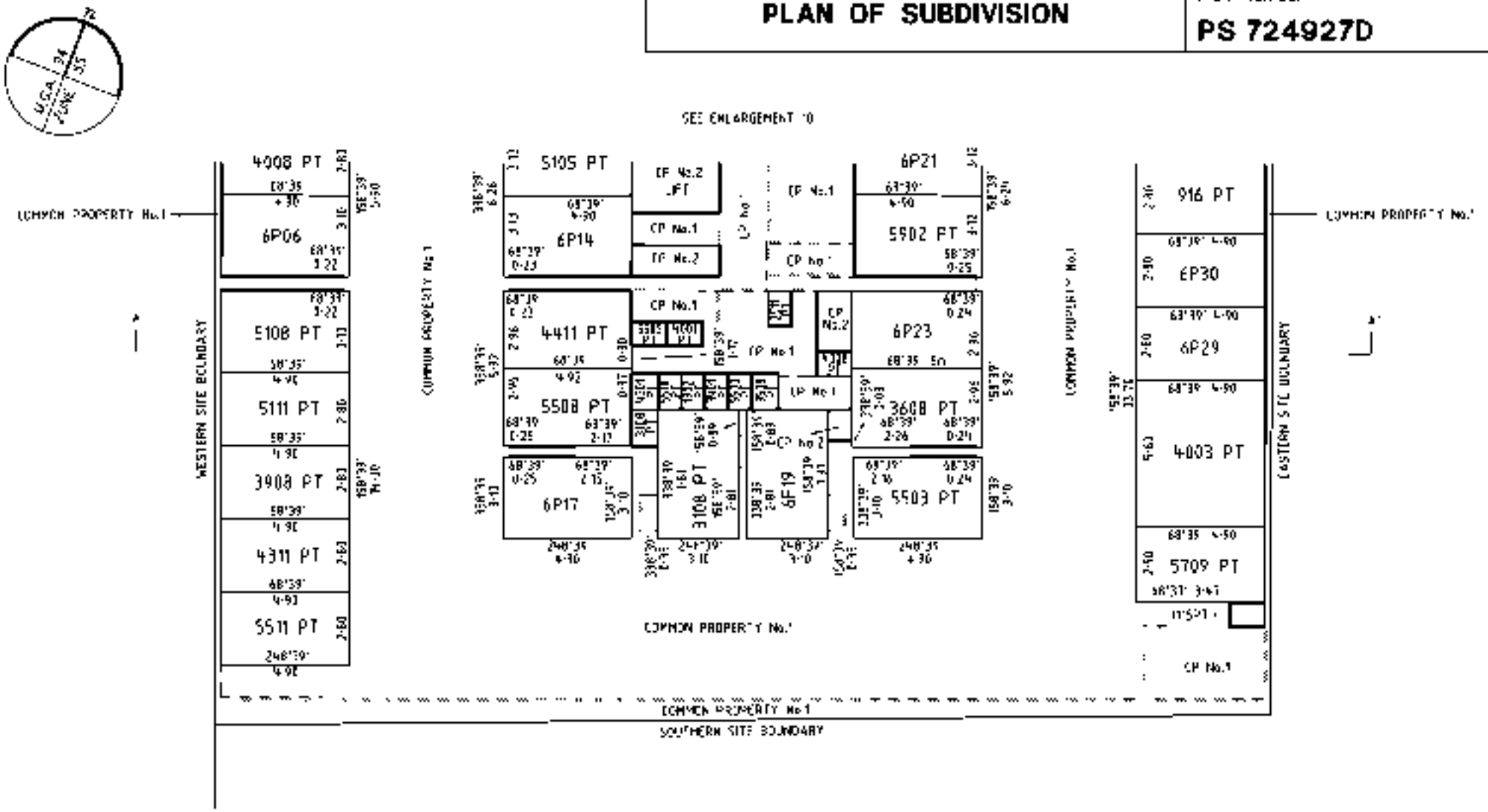


LEVEL 6 (PART)
ENLARGEMENT 'D'

16 Eastern Road South Melbourne Victoria 3205 - PO Box 5075 Australia 03 9699 1400 www.vdm.com.au Beard Jordan	ORIGINAL SCALE 1:150 SHEET SIZE A3	SCALE 0 2 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION	Sheet 2D

PLAN OF SUBDIVISION

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LEVEL 6 (PART)
ENLARGEMENT 'A'

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ORIGINAL

SCALE	SHEET SIZE
1:150	A3

SCALE

0 1 2 6

LENGTHS ARE IN METRES

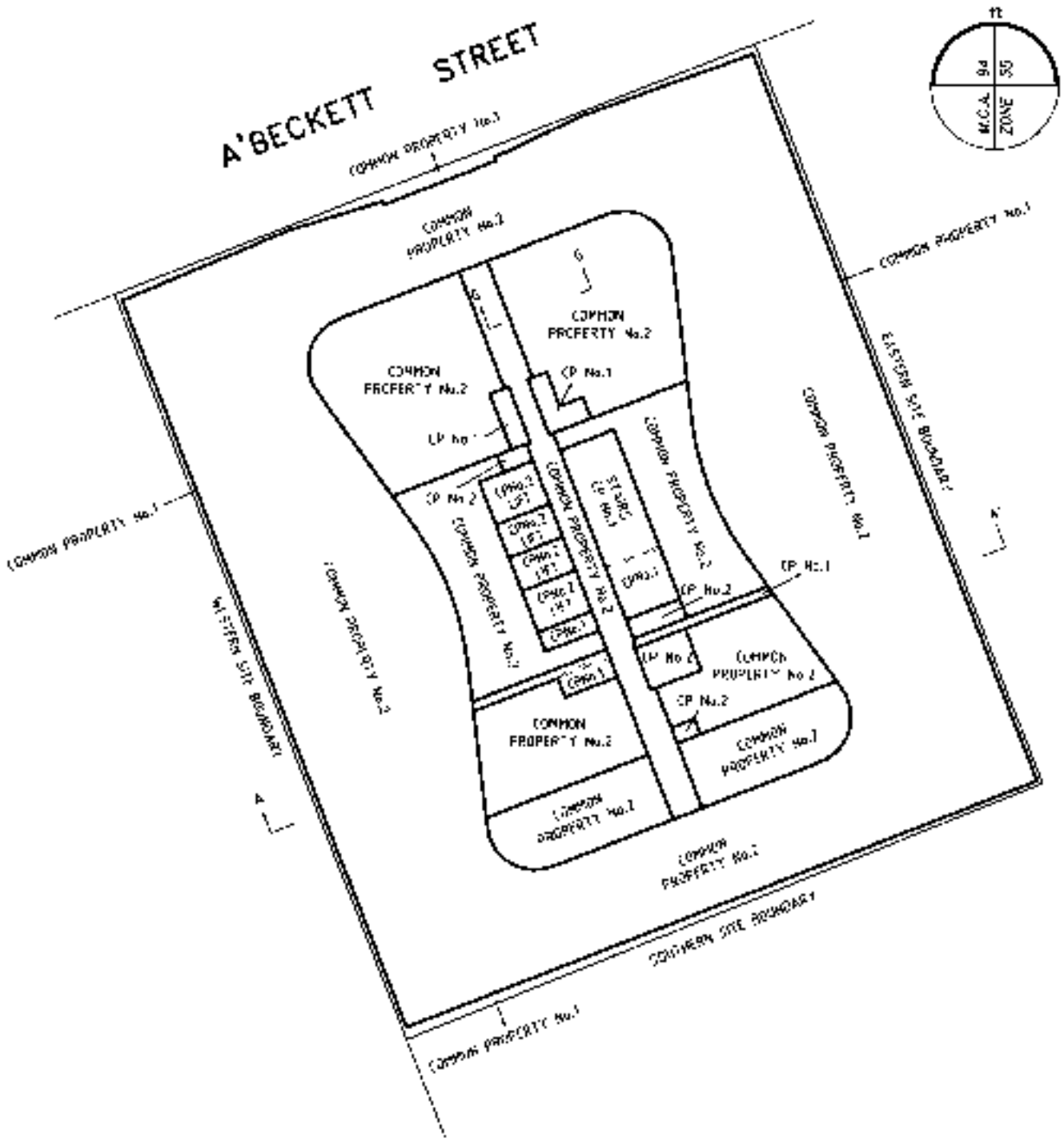
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED
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Sheet 21

PLAN OF SUBDIVISION

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LEVEL 7
DIAGRAM ID

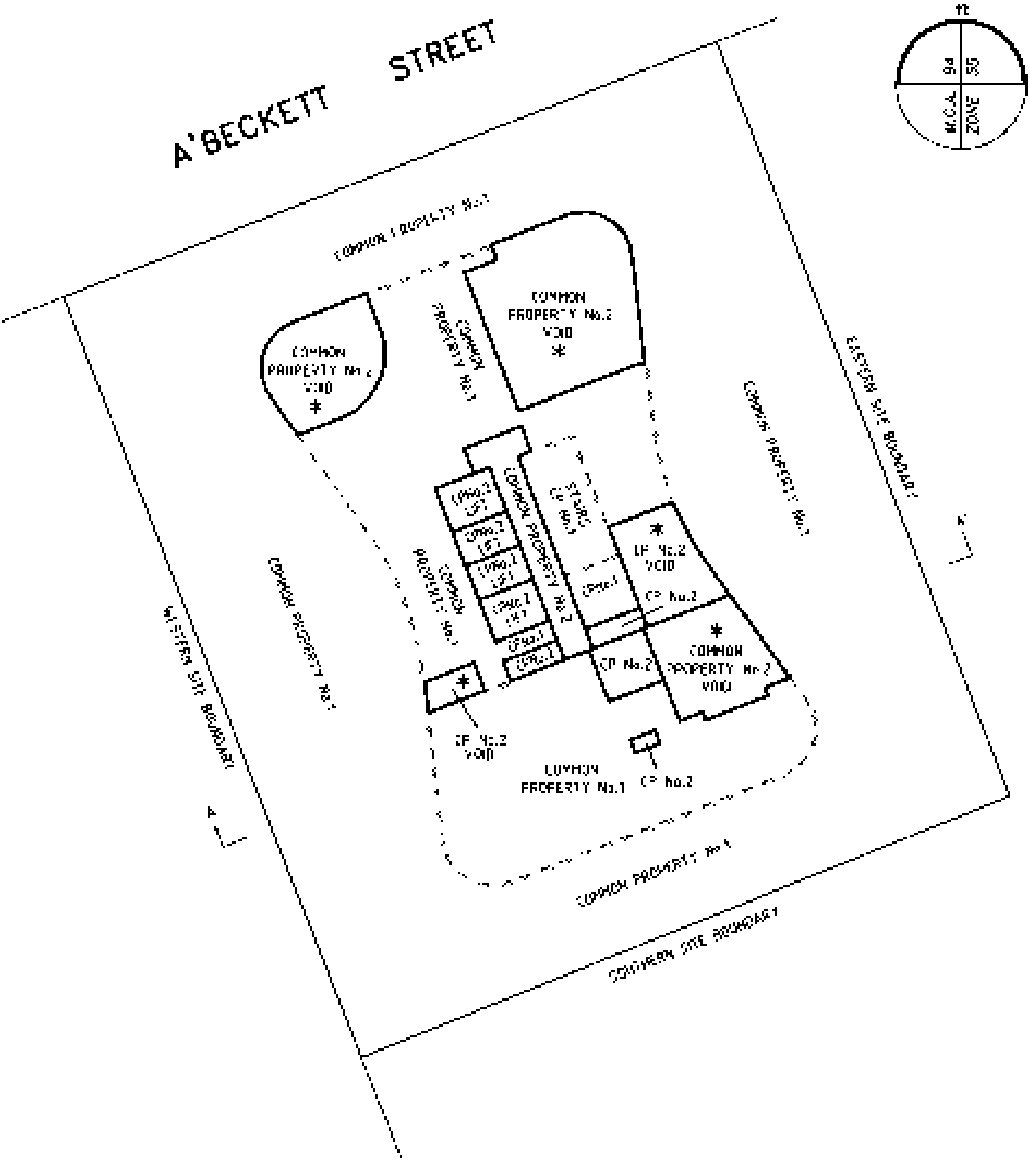
ORIGINAL		SCALE		Sheet 22
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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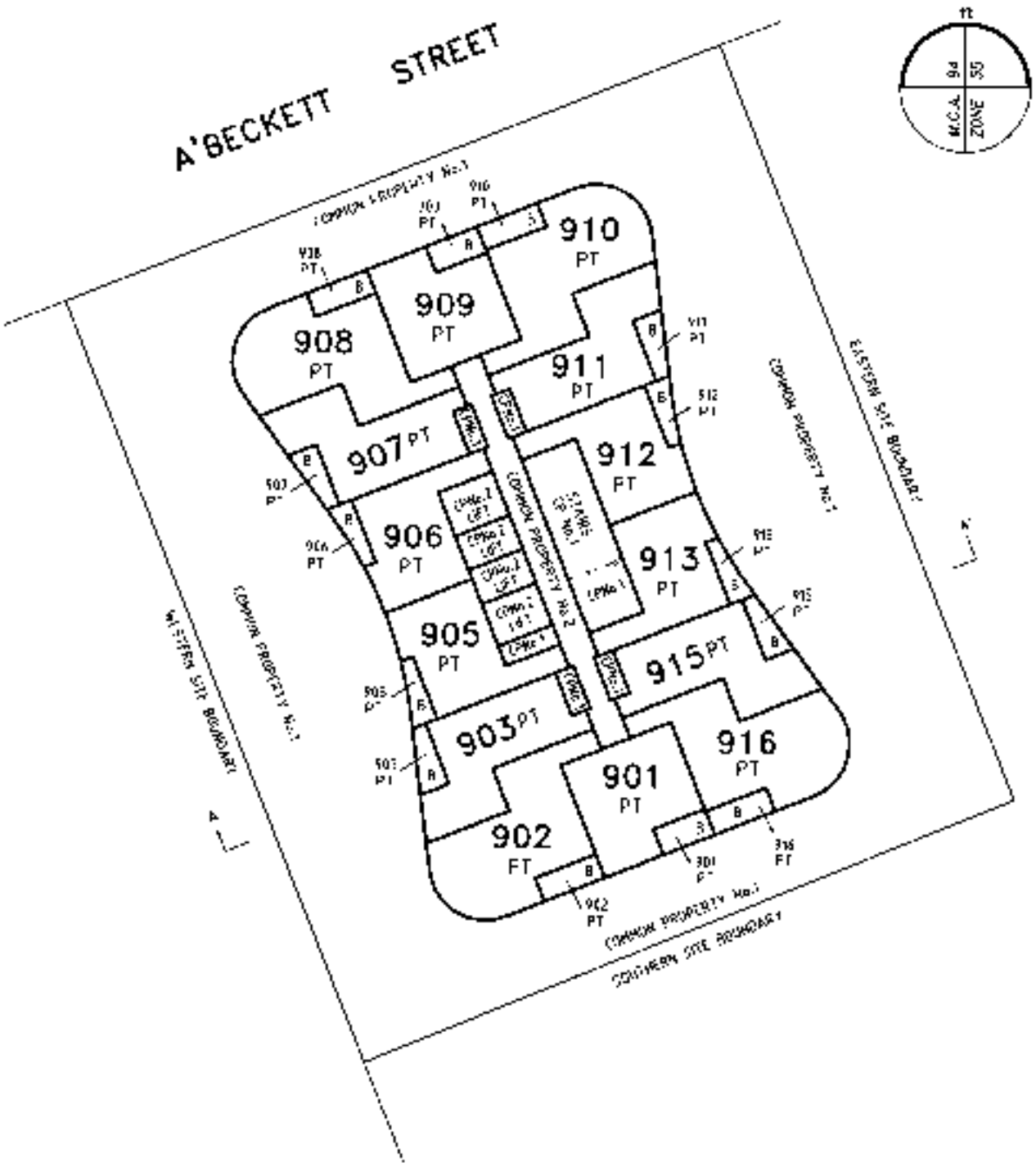
NOTE: REFER TO SECTION A-A' FOR DEFINITION OF CP No.2 LABELLED '*'

LEVEL 8
DIAGRAM 11

ORIGINAL SCALE	SHEET SIZE	SCALE		Sheet 23
1:250	A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

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Plan Number
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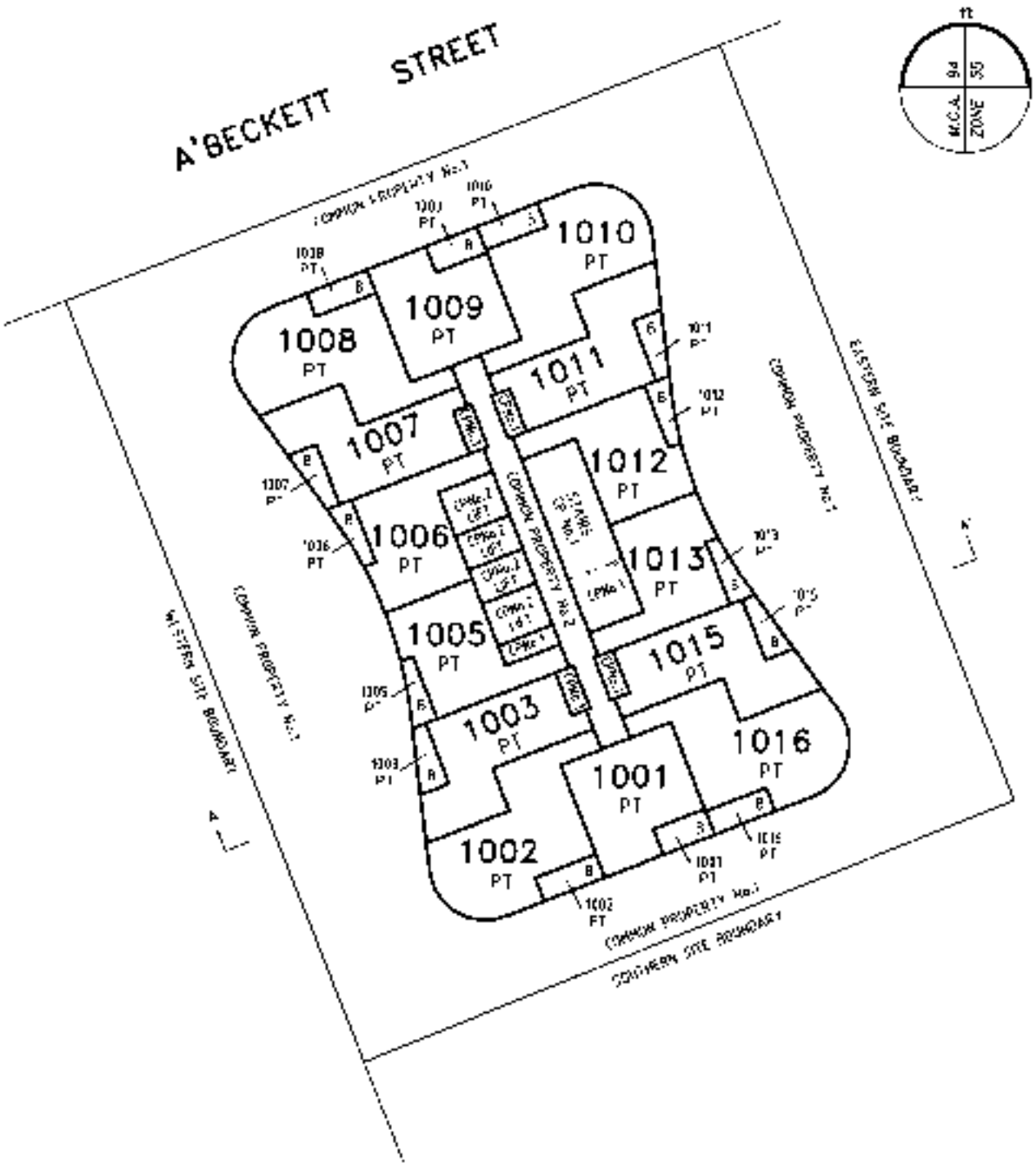
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LEVEL 9
DIAGRAM 12

ORIGINAL		SCALE		Sheet 2L
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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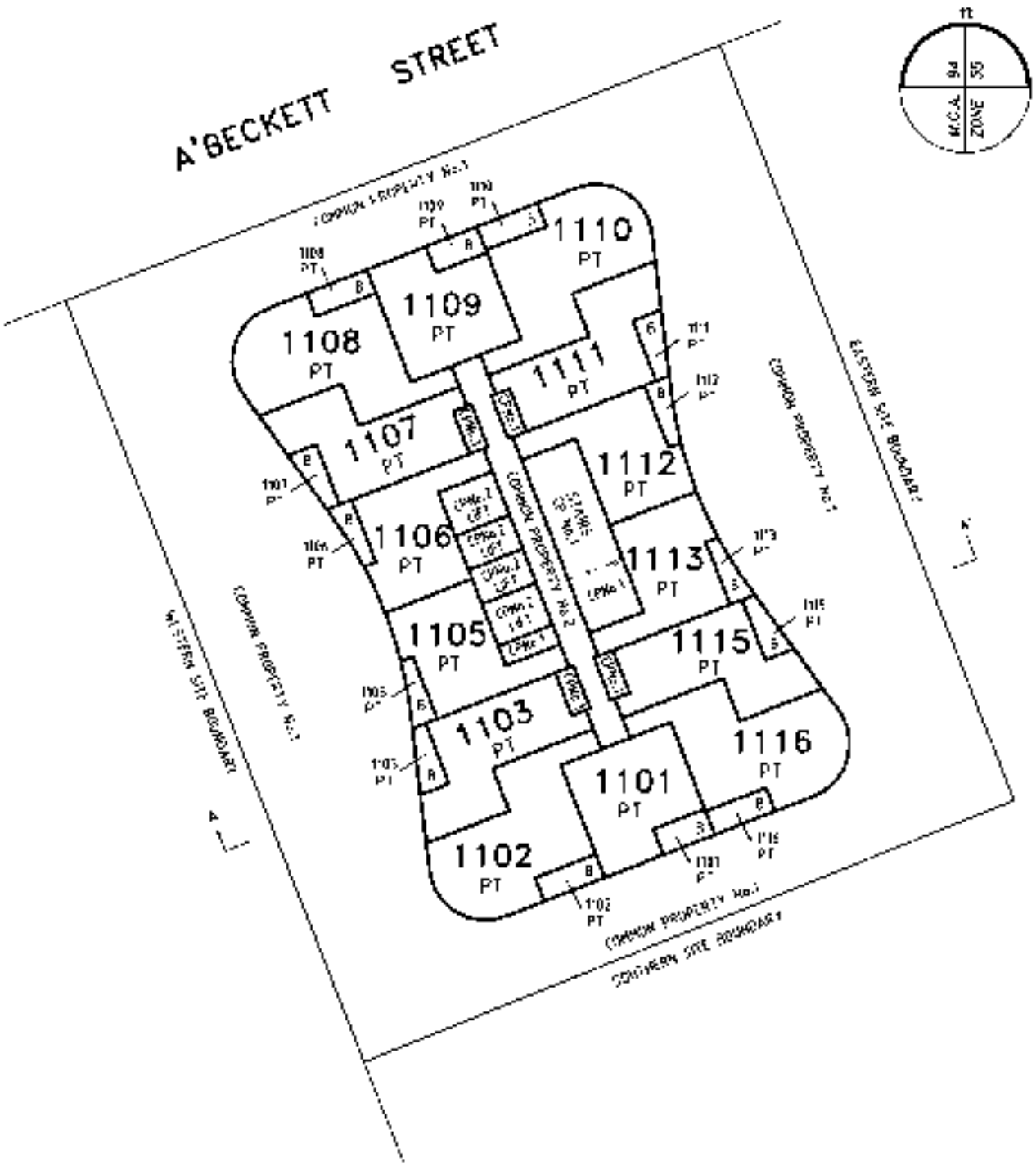
LEVEL 10
DIAGRAM 10

ORIGINAL		SCALE		Sheet 25
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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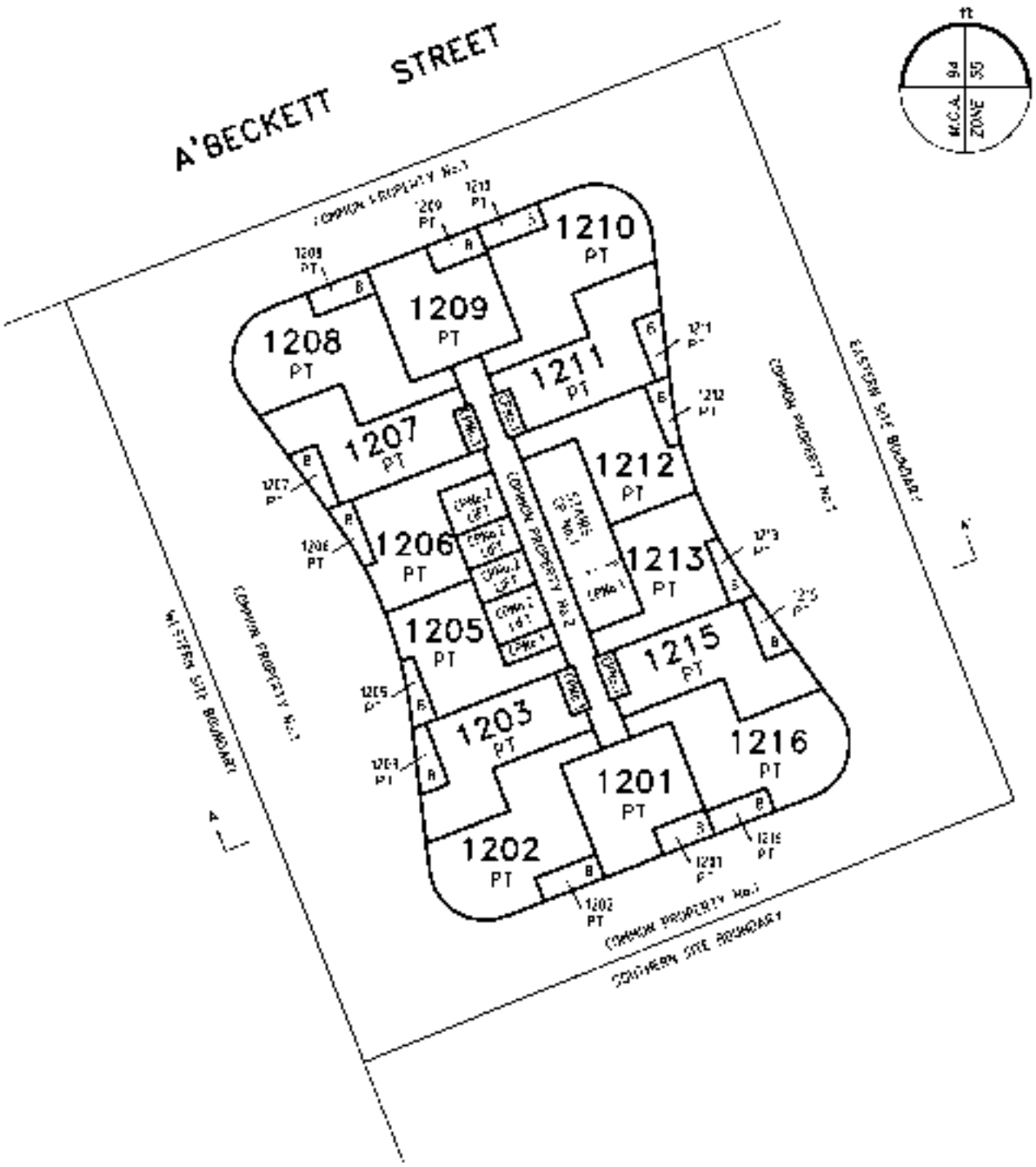
Bosco Jonson

LEVEL 11
DIAGRAM 1

ORIGINAL		SCALE		Sheet 25
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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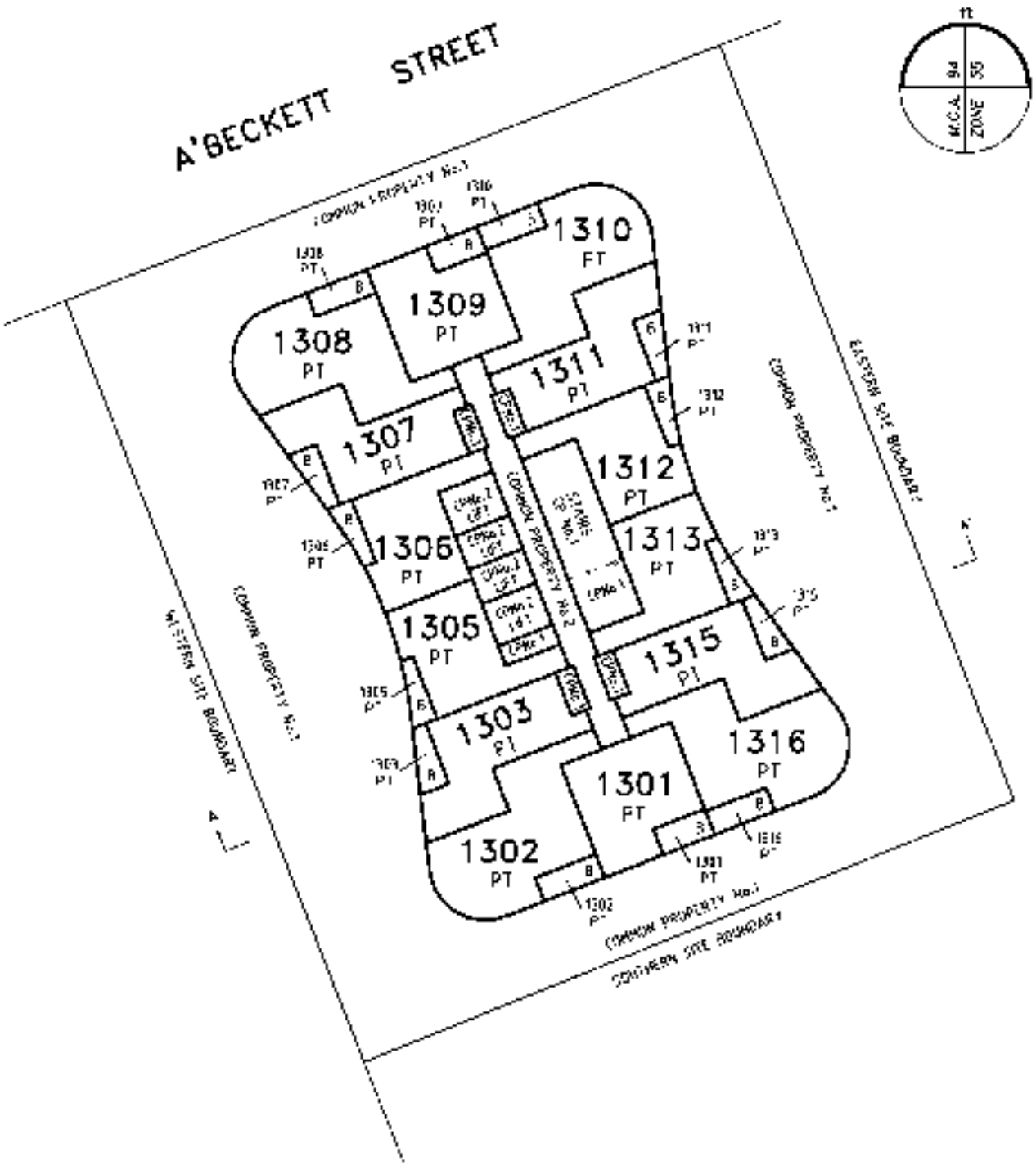
LEVEL 12
DIAGRAM 15

ORIGINAL		SCALE		Sheet 27
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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PLAN OF SUBDIVISION

Plan Number
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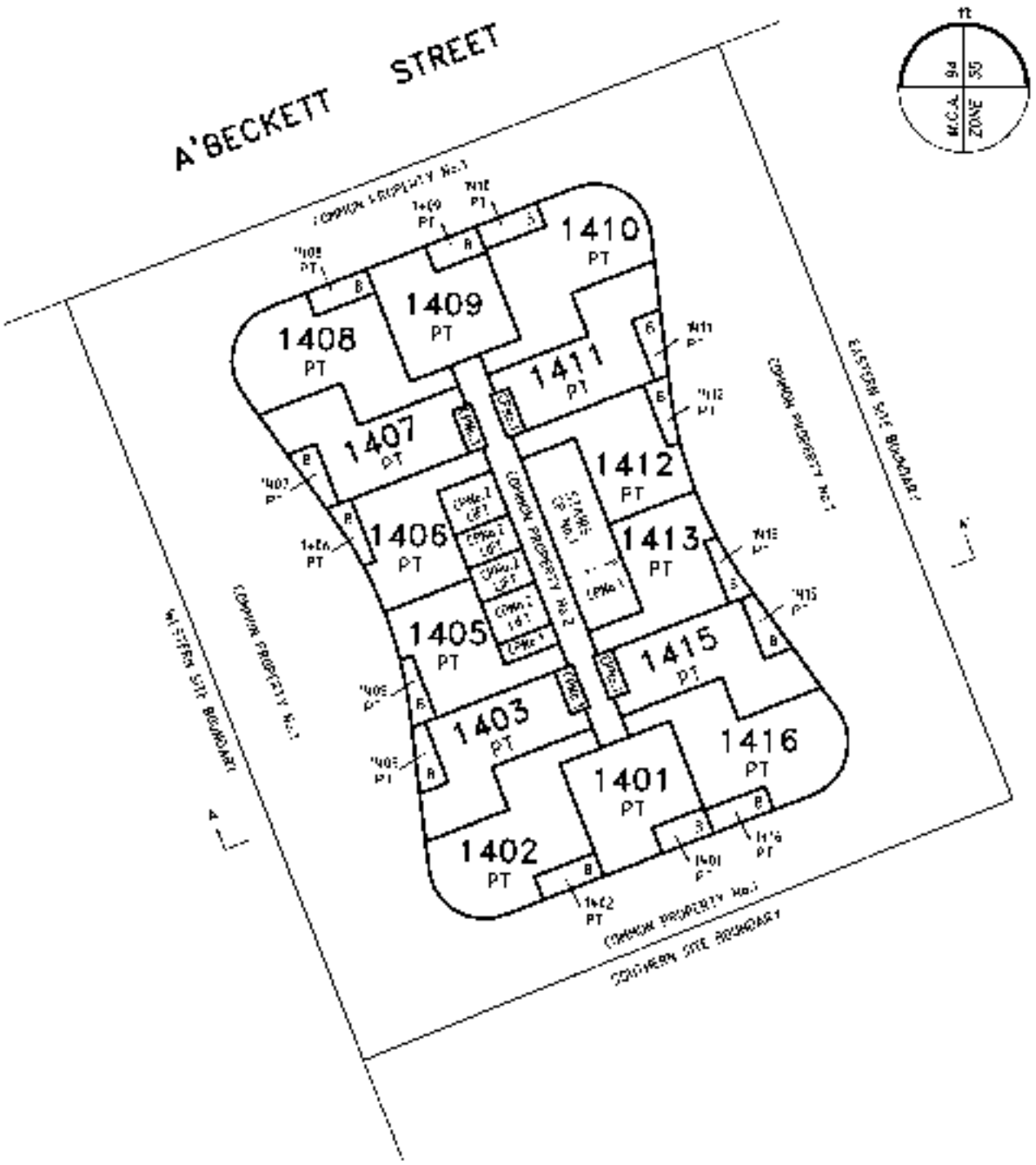
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LEVEL 13
DIAGRAM 16

ORIGINAL		SCALE		Sheet 28
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



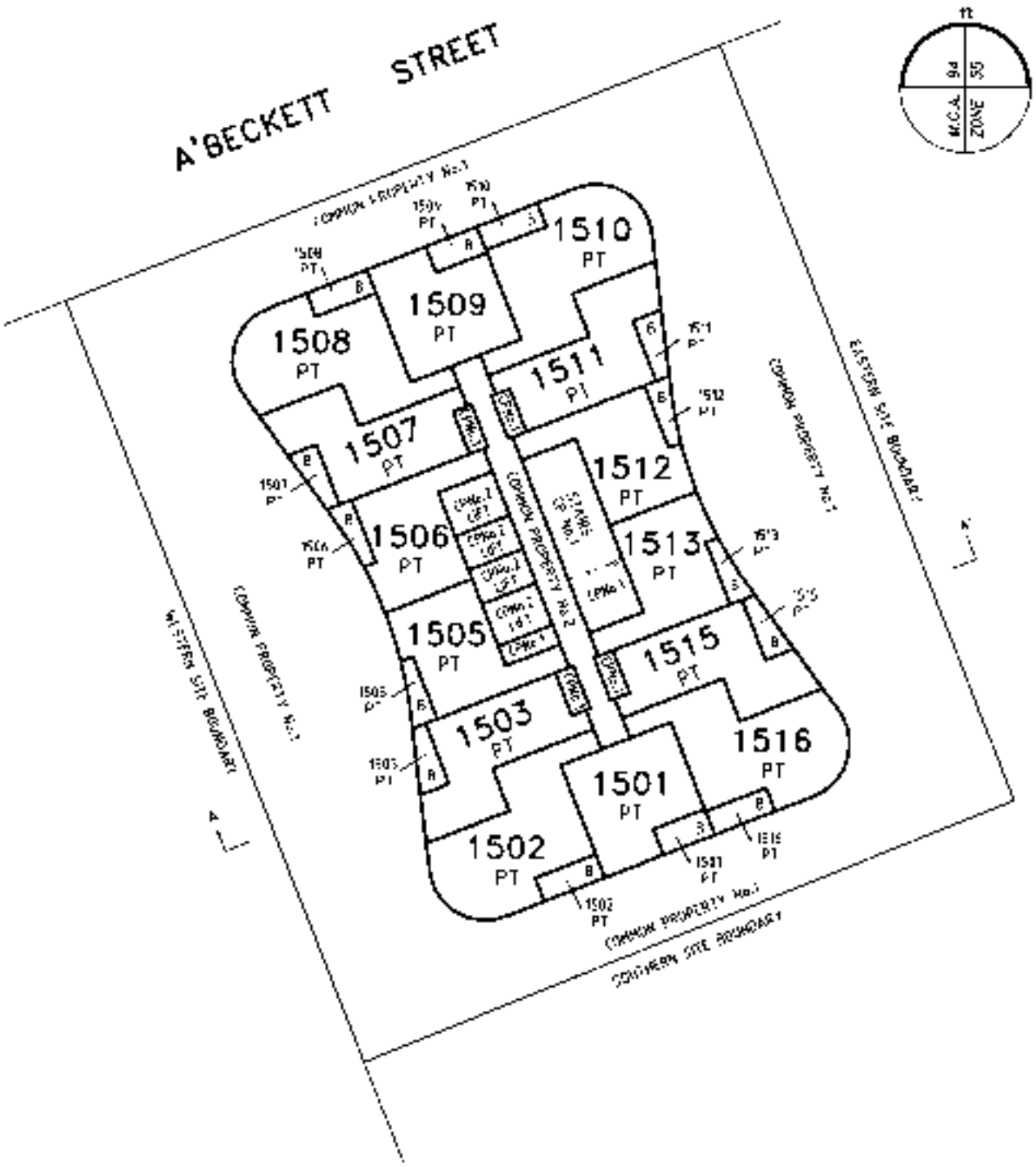
16 Eastern Road - South Melbourne
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Bosco Jonson

LEVEL 14
DIAGRAM 17

ORIGINAL		SCALE		Sheet 2?
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

PLAN OF SUBDIVISION

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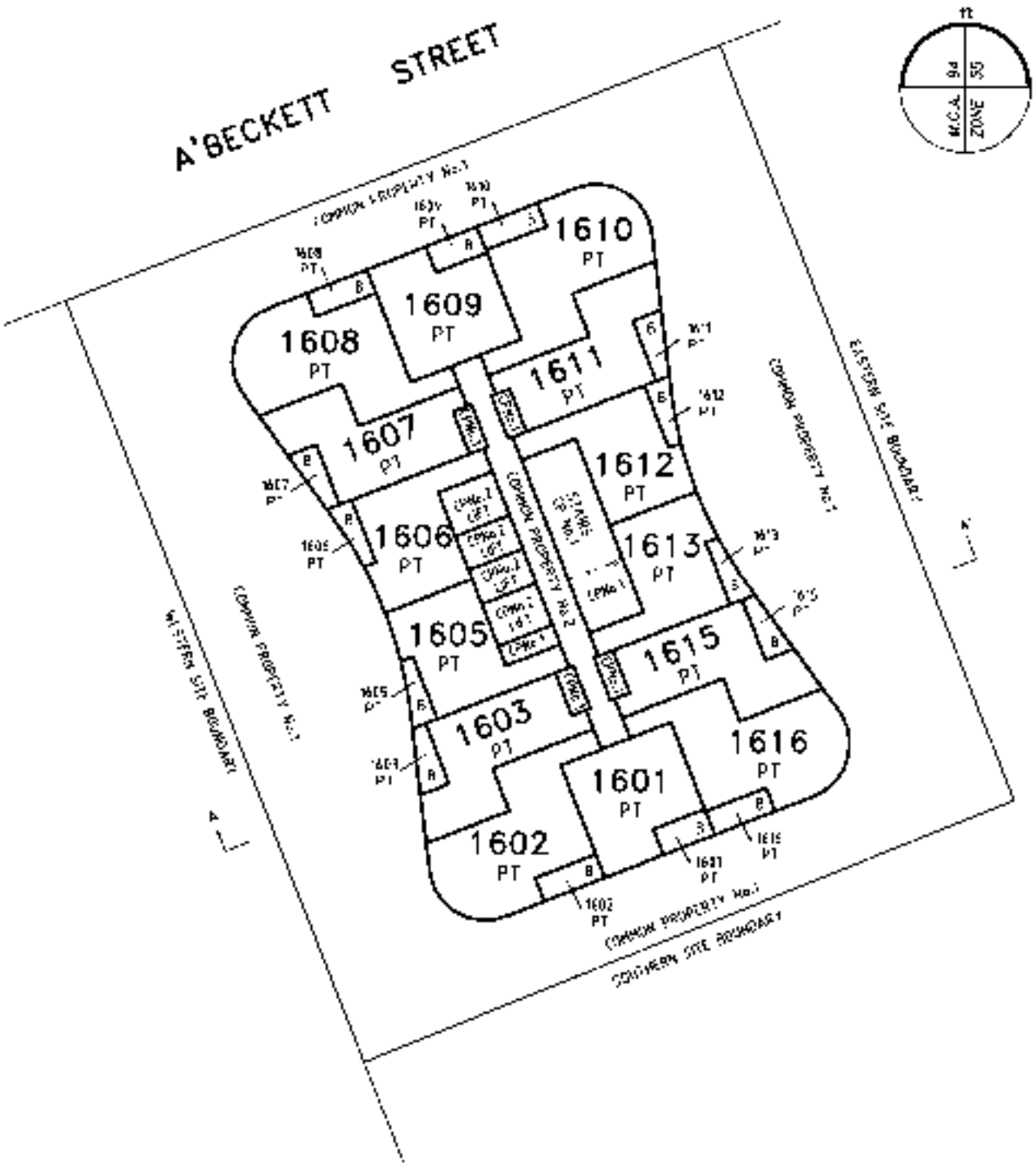
16 Eastern Road - South Melbourne
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LEVEL 15
DIAGRAM 18

ORIGINAL		SCALE		Sheet 30
SCALE 1:250	SHEET SIZE A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
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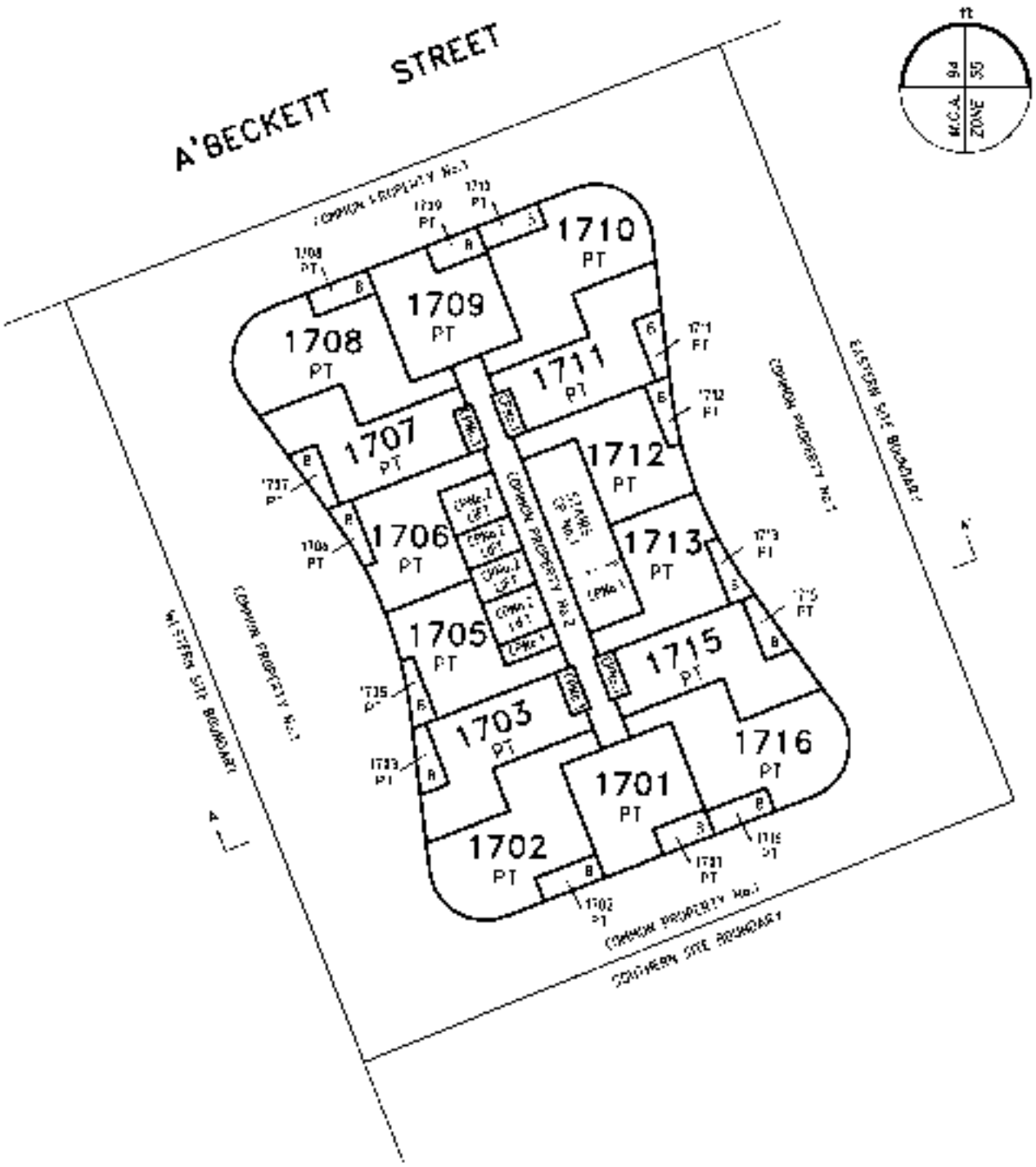
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Bosco Jonson

LEVEL 16
DIAGRAM 19

ORIGINAL		SCALE		Sheet 31
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

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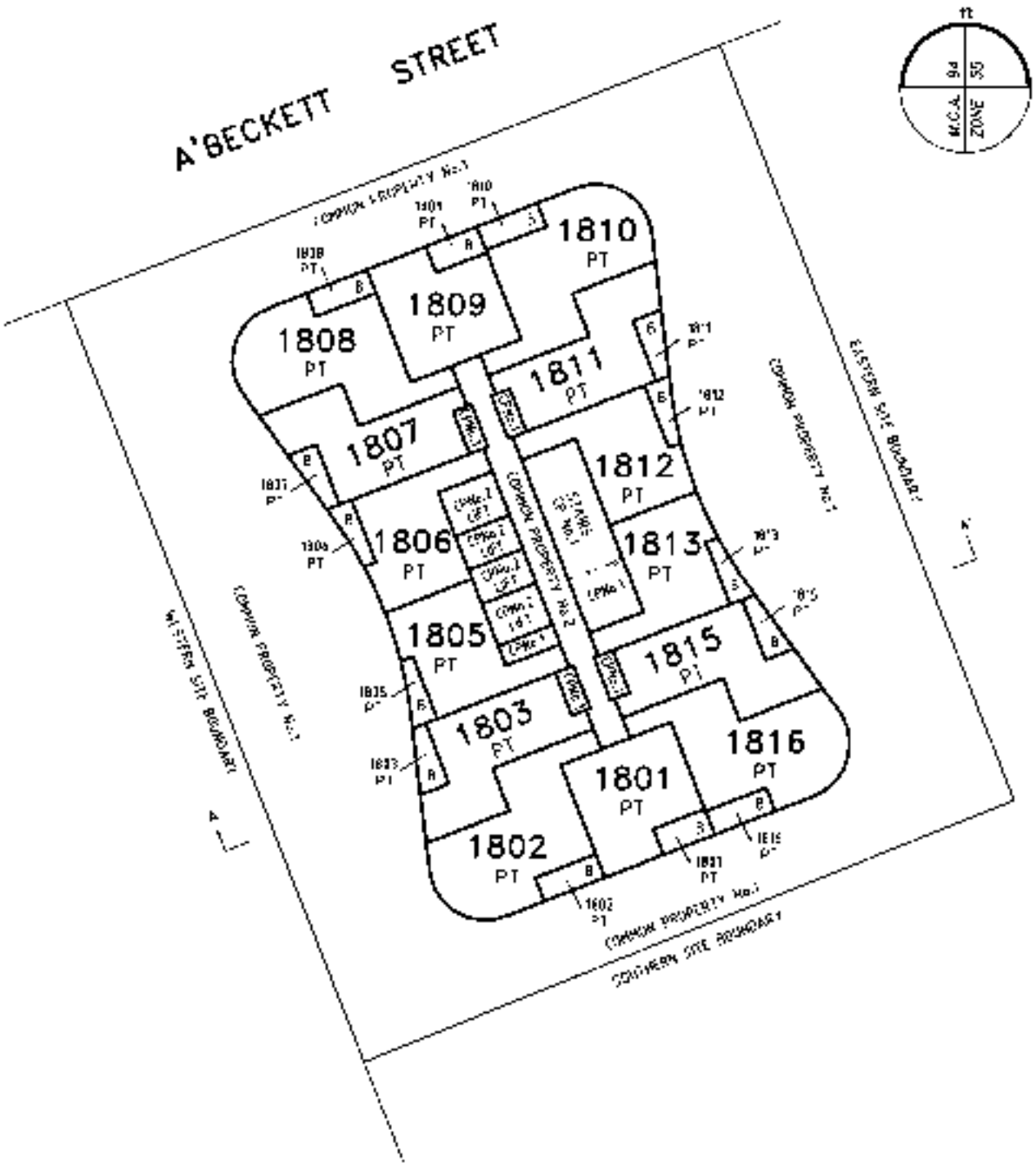
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LEVEL 17
DIAGRAM 20

ORIGINAL		SCALE		Sheet 32
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
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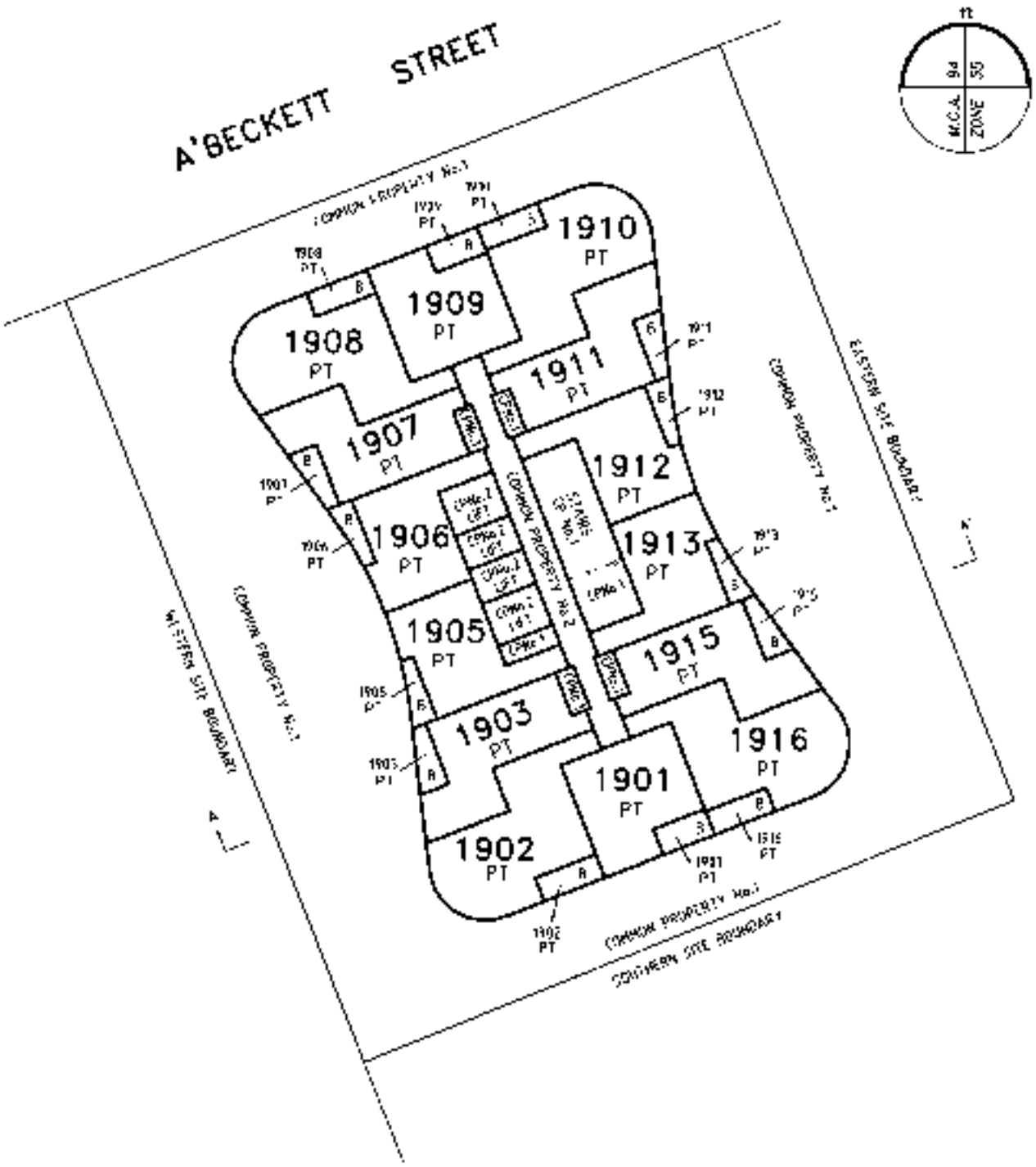
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LEVEL 18
DIAGRAM 21

ORIGINAL		SCALE		Sheet 33
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

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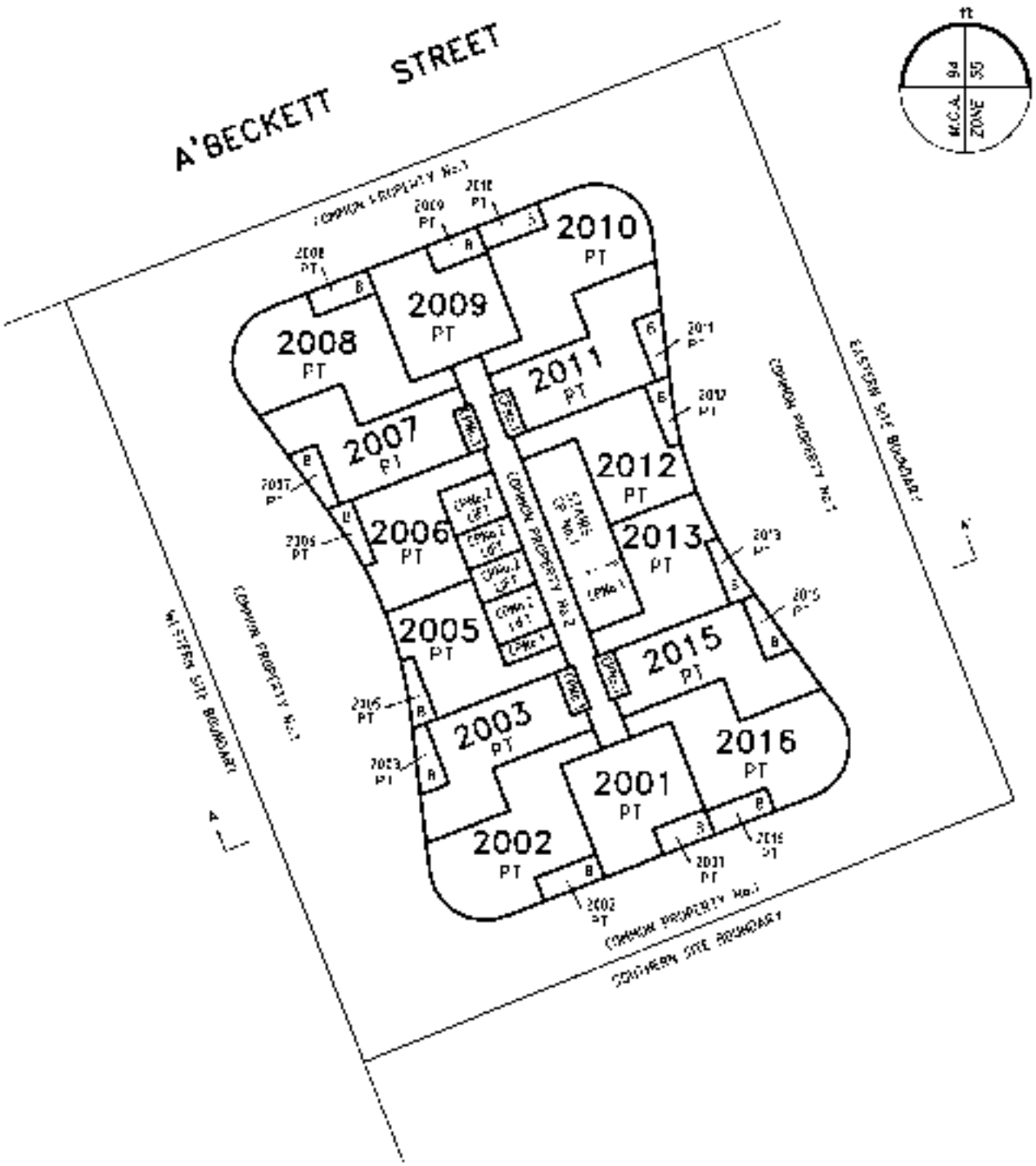
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LEVEL 19
DIAGRAM 22

ORIGINAL		SCALE		Sheet 3L
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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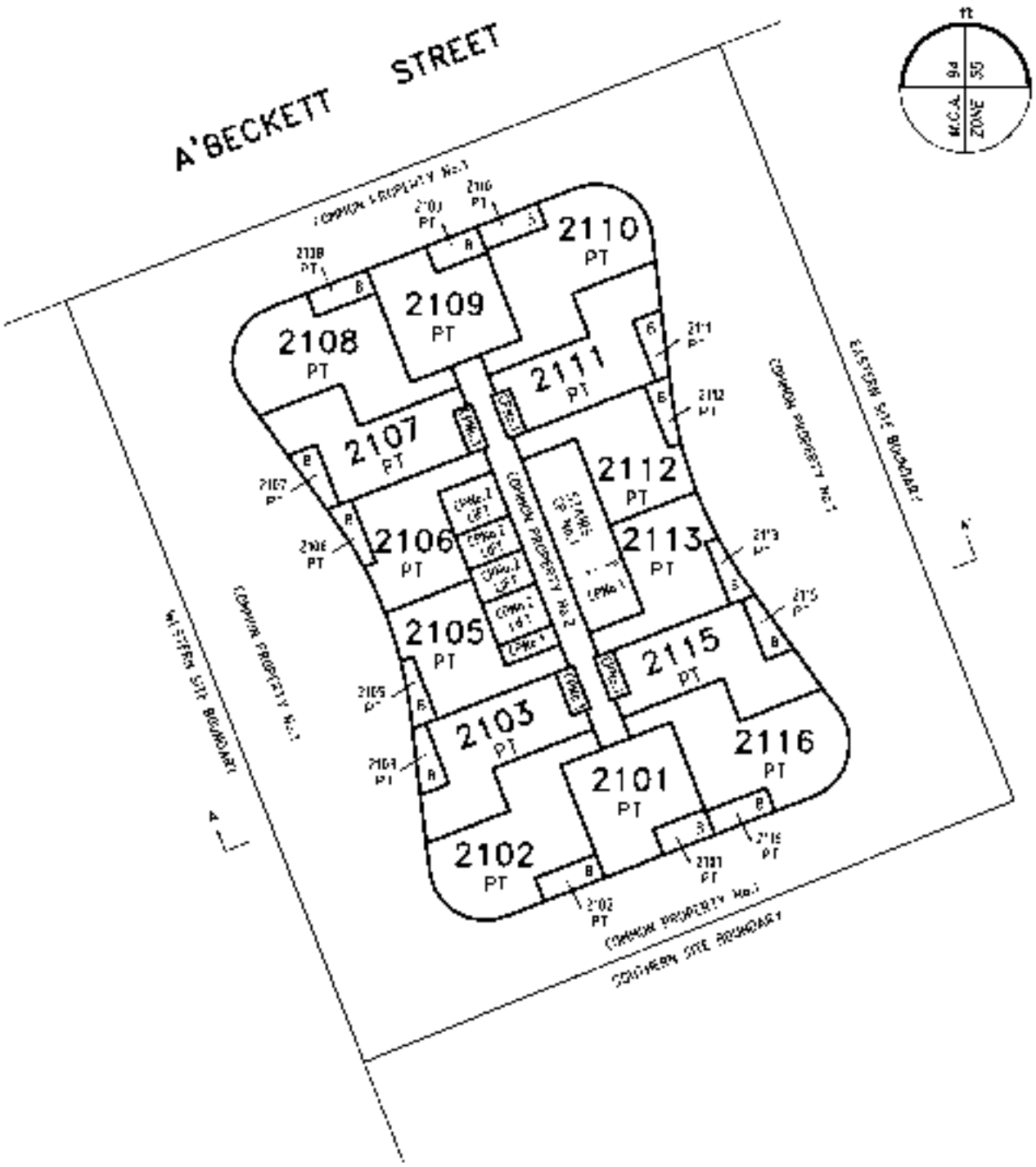
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LEVEL 20
DIAGRAM 23

ORIGINAL		SCALE		Sheet 35
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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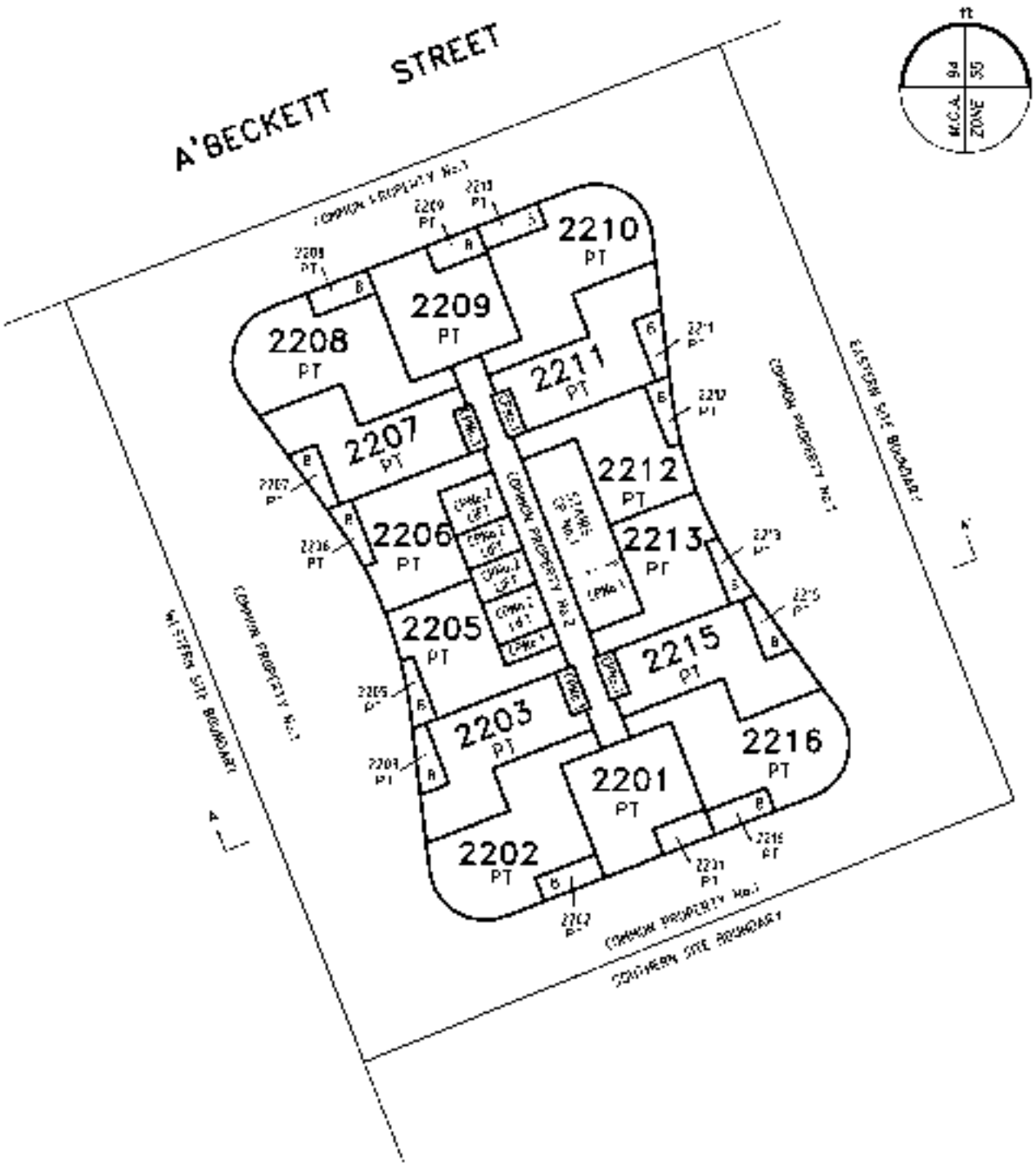
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LEVEL 21
DIAGRAM 24

ORIGINAL		SCALE		Sheet 35
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

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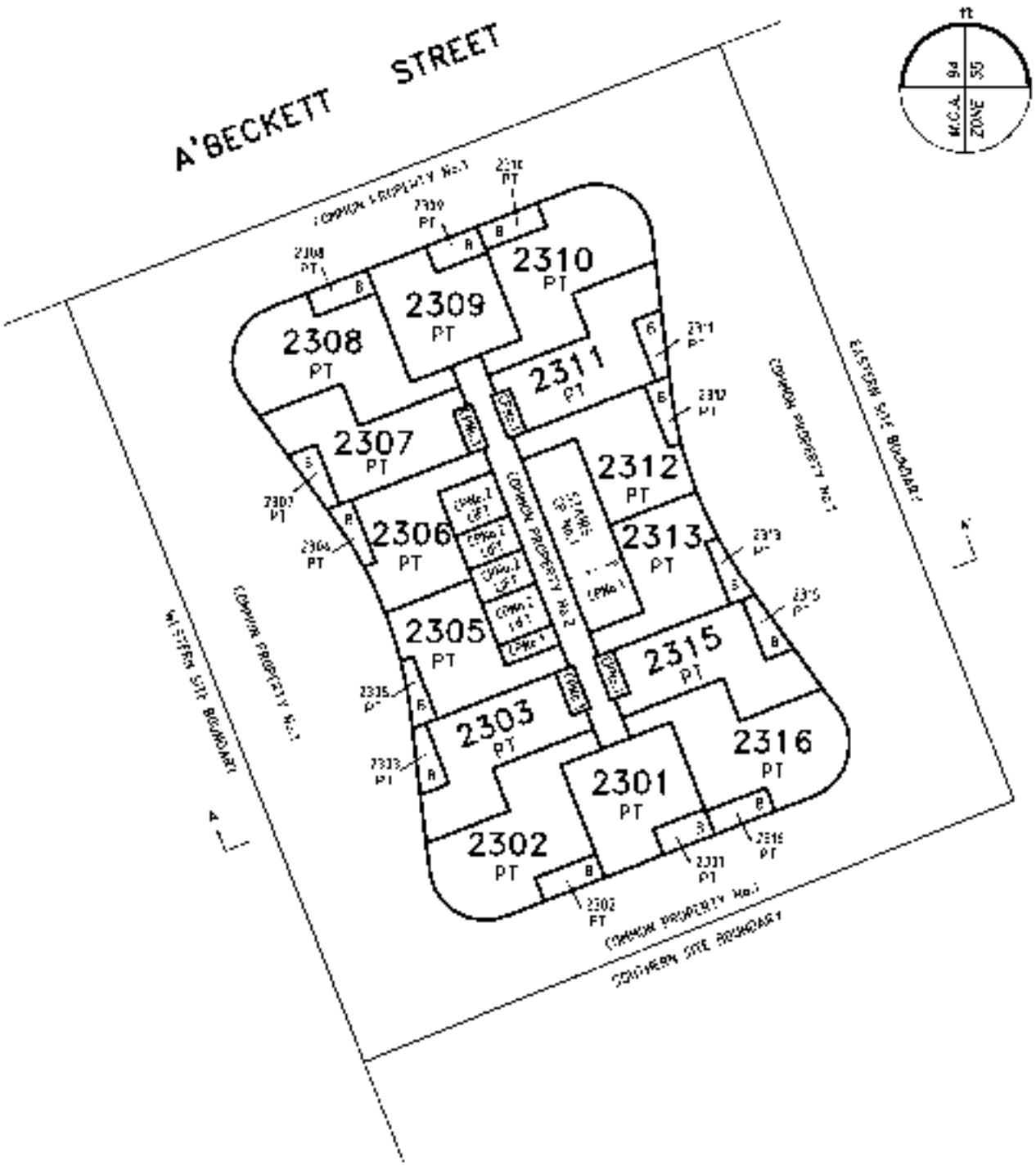
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LEVEL 22
DIAGRAM 25

ORIGINAL		SCALE		Sheet 3
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
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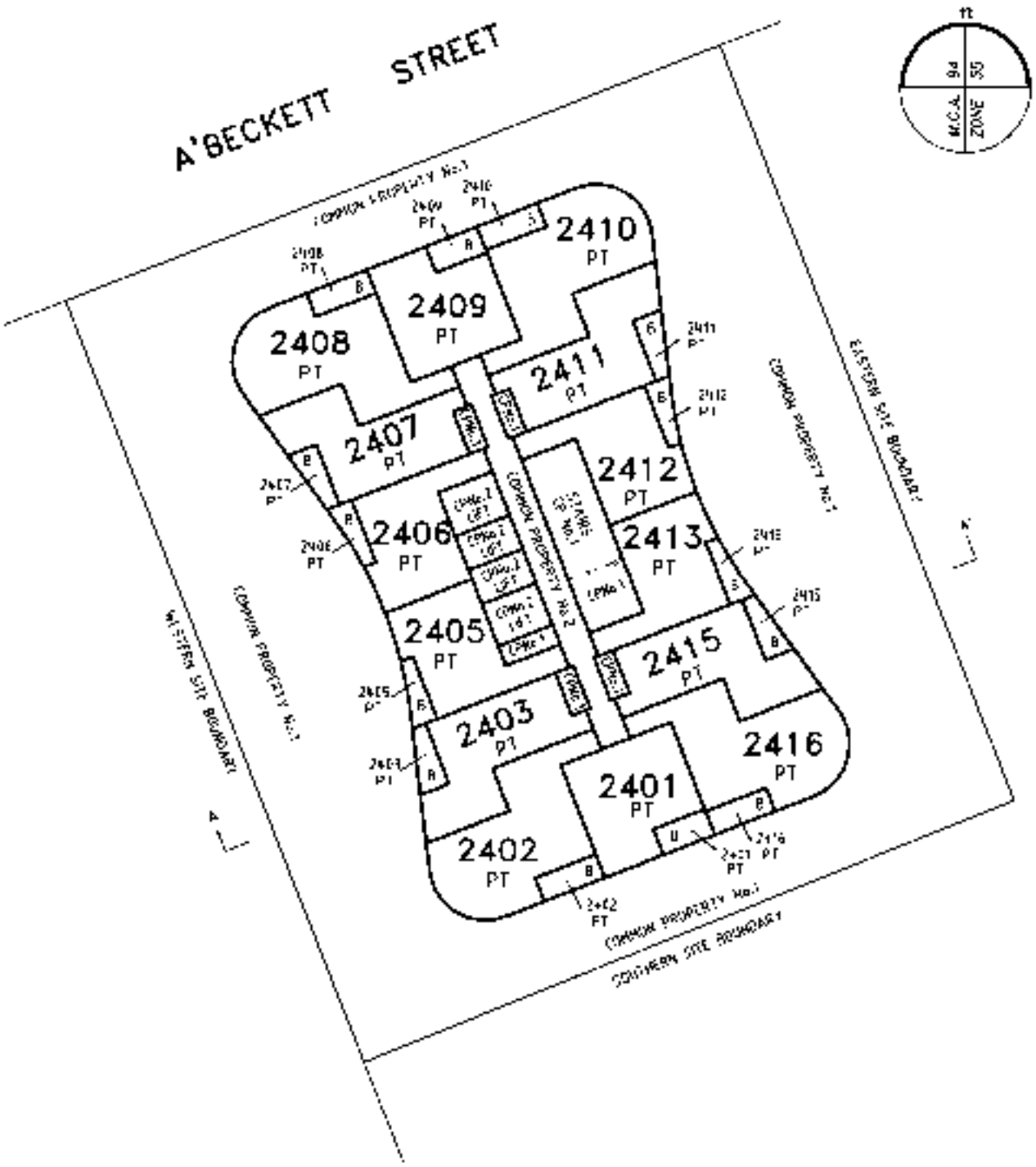
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LEVEL 23
DIAGRAM 26

ORIGINAL		SCALE		Sheet 38
SCALE: 1:250	SHEET SIZE: A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

PLAN OF SUBDIVISION

Plan Number
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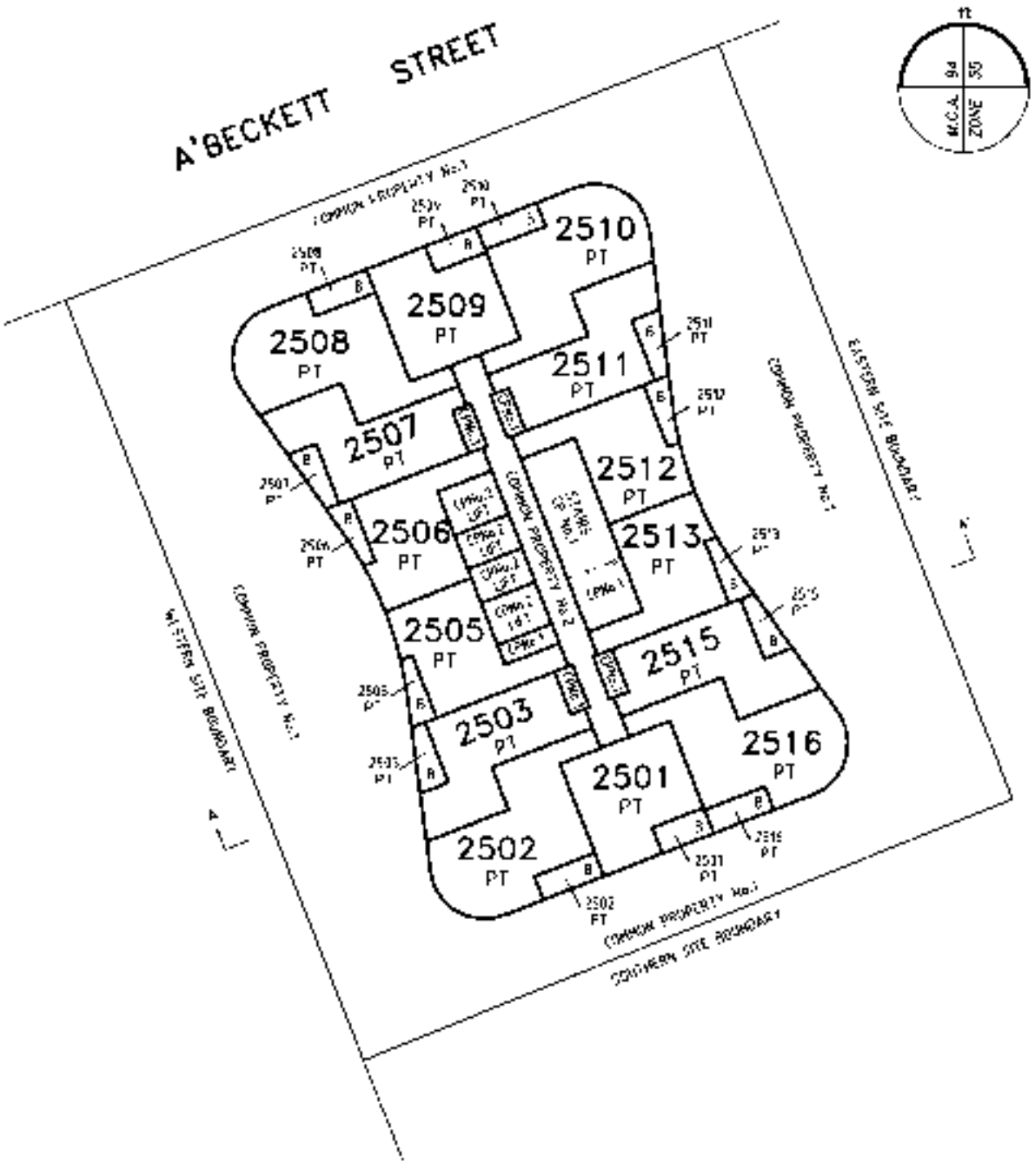
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LEVEL 24
DIAGRAM 27

ORIGINAL		SCALE		Sheet 39
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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Plan Number
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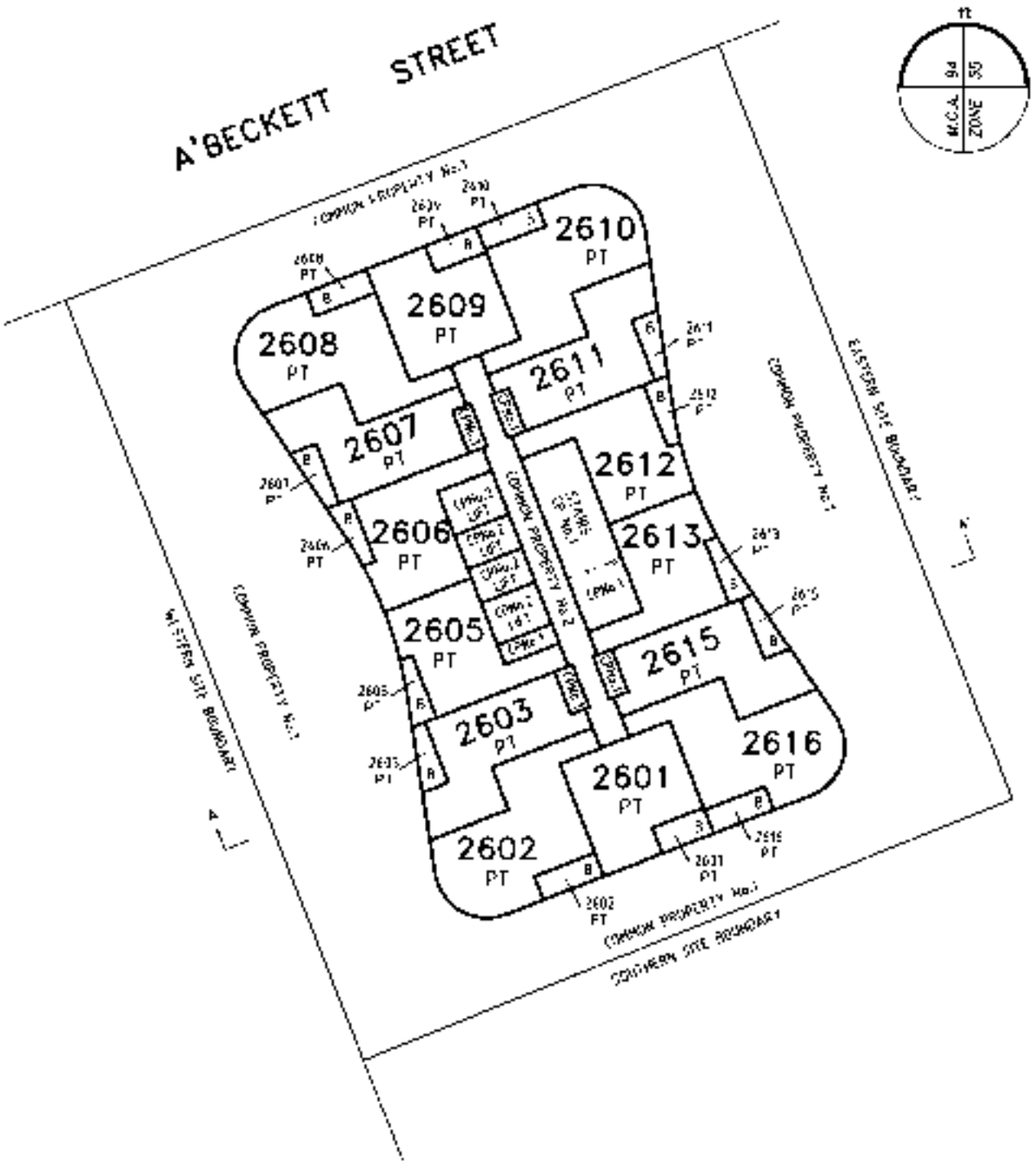
16 Eastern Road - South Melbourne
Victoria 3205 PO Box 5075
Australia 03) 9868 1400
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Bosco Jonson

LEVEL 25
DIAGRAM 28

ORIGINAL		SCALE		Sheet 00
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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Plan Number
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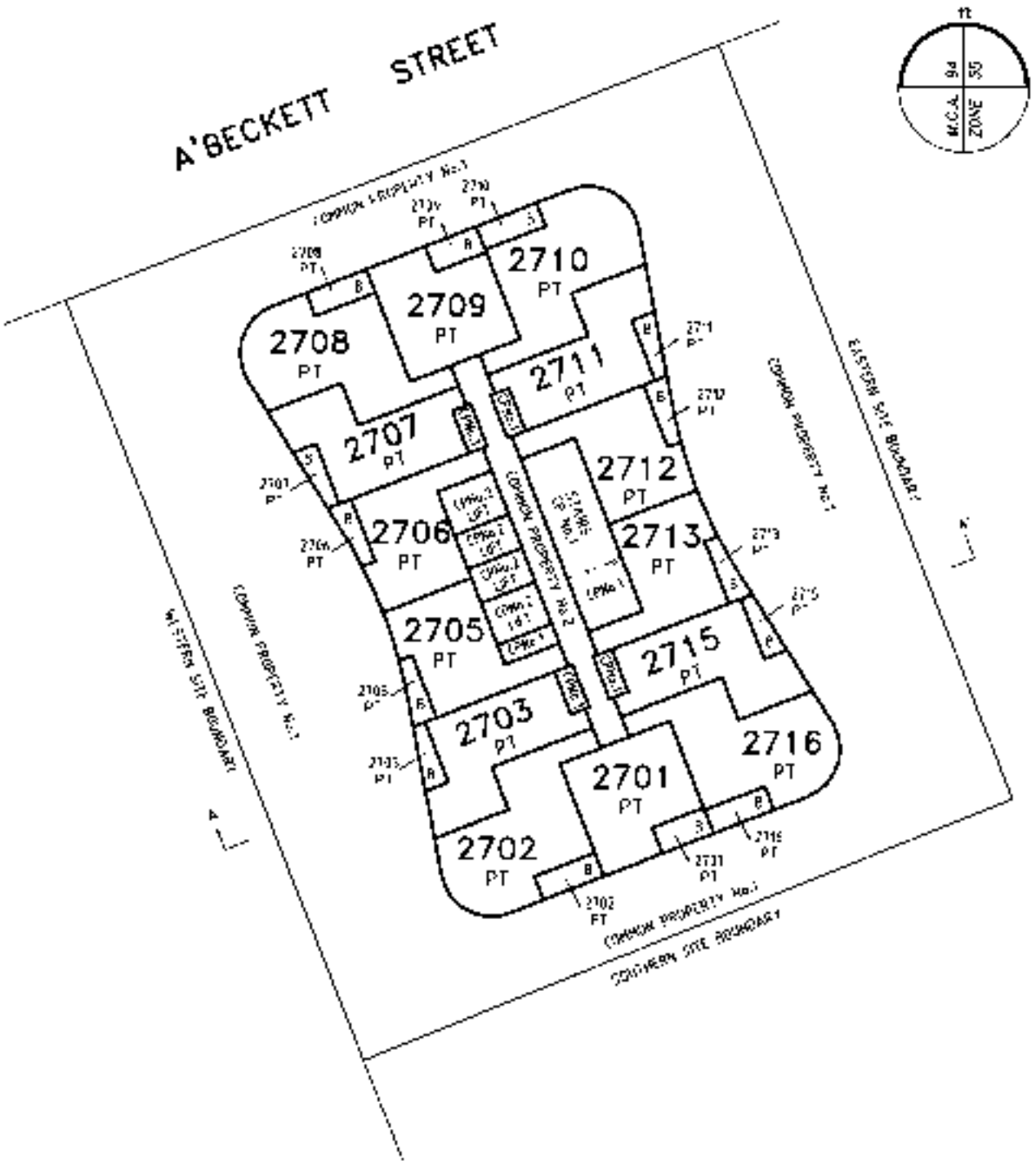
16 Eastern Road - South Melbourne
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Australia (03) 9868 1400
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LEVEL 26
DIAGRAM 29

ORIGINAL		SCALE		Sheet 01
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



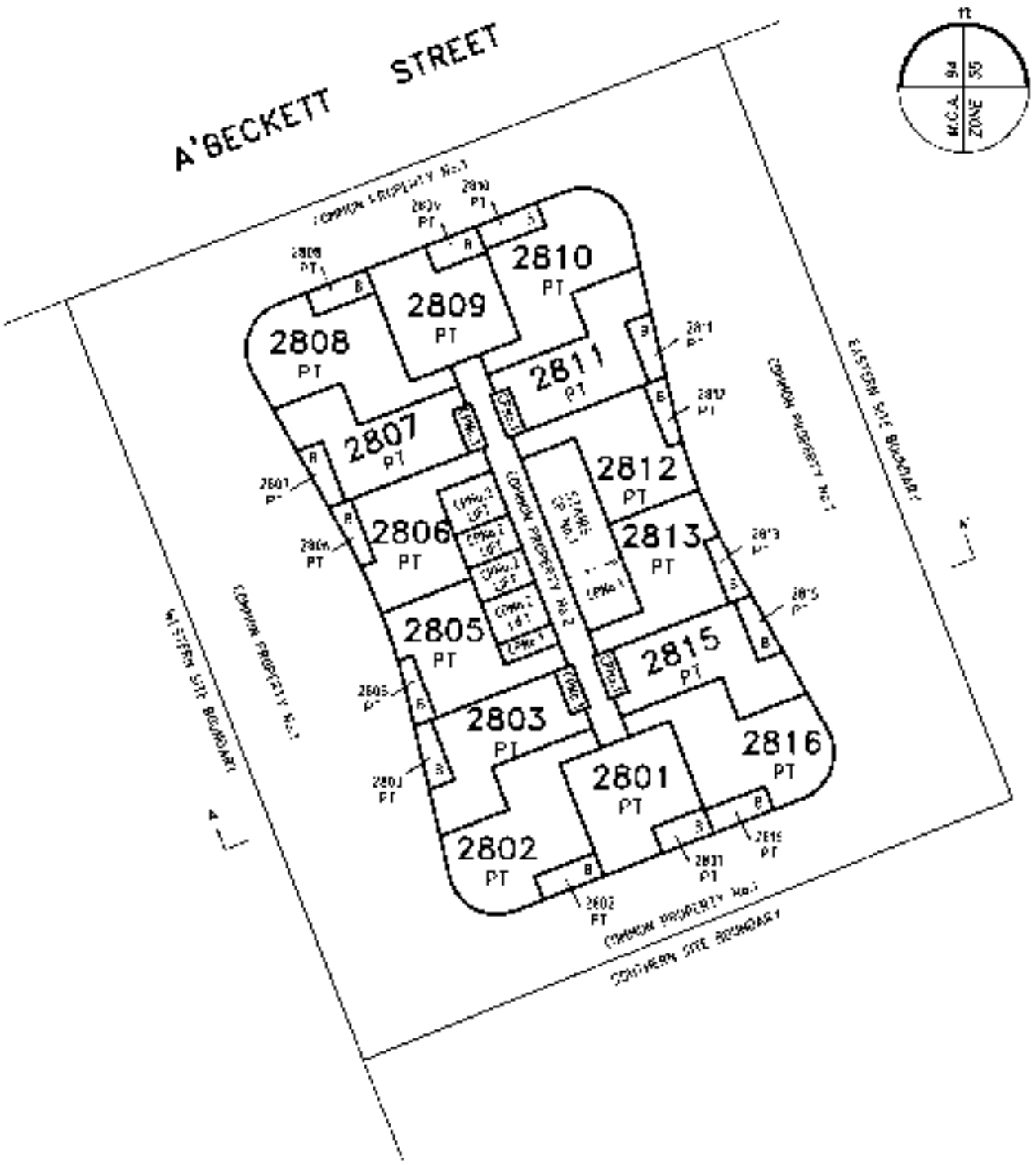
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LEVEL 27
DIAGRAM 30

ORIGINAL		SCALE		Sheet 02
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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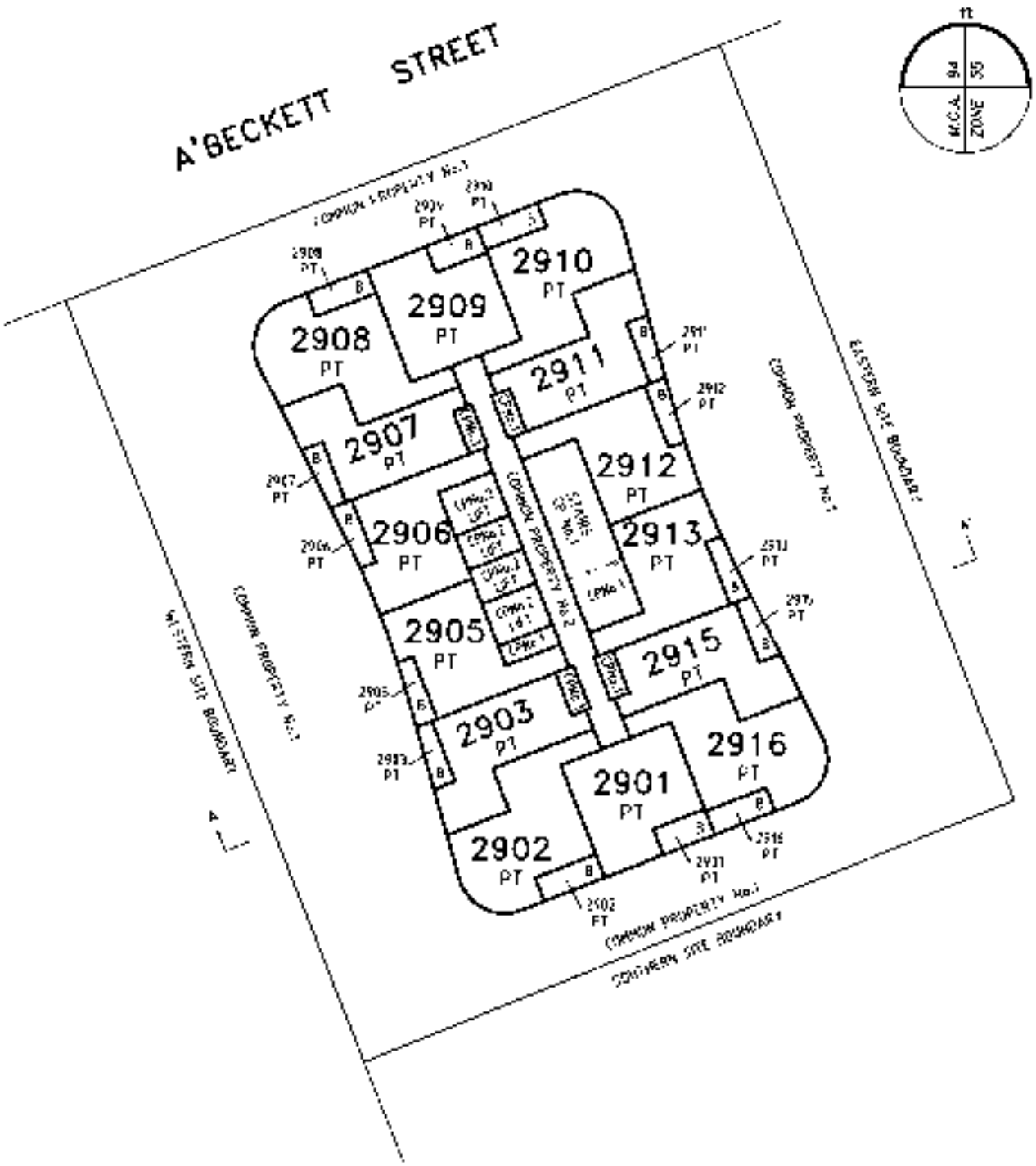
16 Eastern Road - South Melbourne
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Australia 03) 9868 1400
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LEVEL 28
DIAGRAM 31

ORIGINAL		SCALE		Sheet 03
SCALE 1:250	SHEET SIZE A3	2.5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
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			REF 29667013 DWG VERSION	

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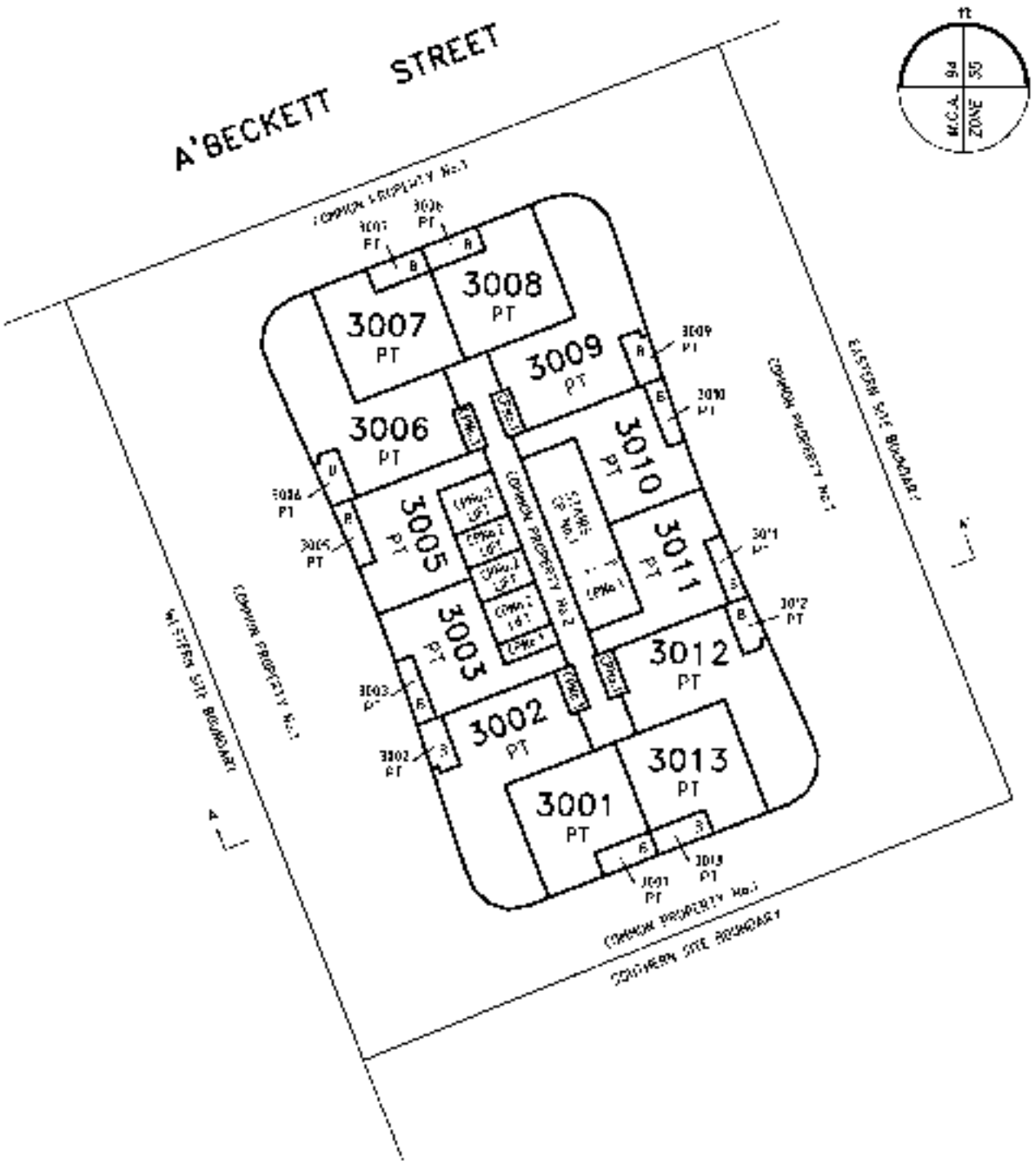
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LEVEL 29
DIAGRAM 32

ORIGINAL		SCALE		Sheet 01
SCALE: 1:250	SHEET SIZE: A3	2.5 0 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
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			REF 29667013 DWG VERSION	

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Plan Number
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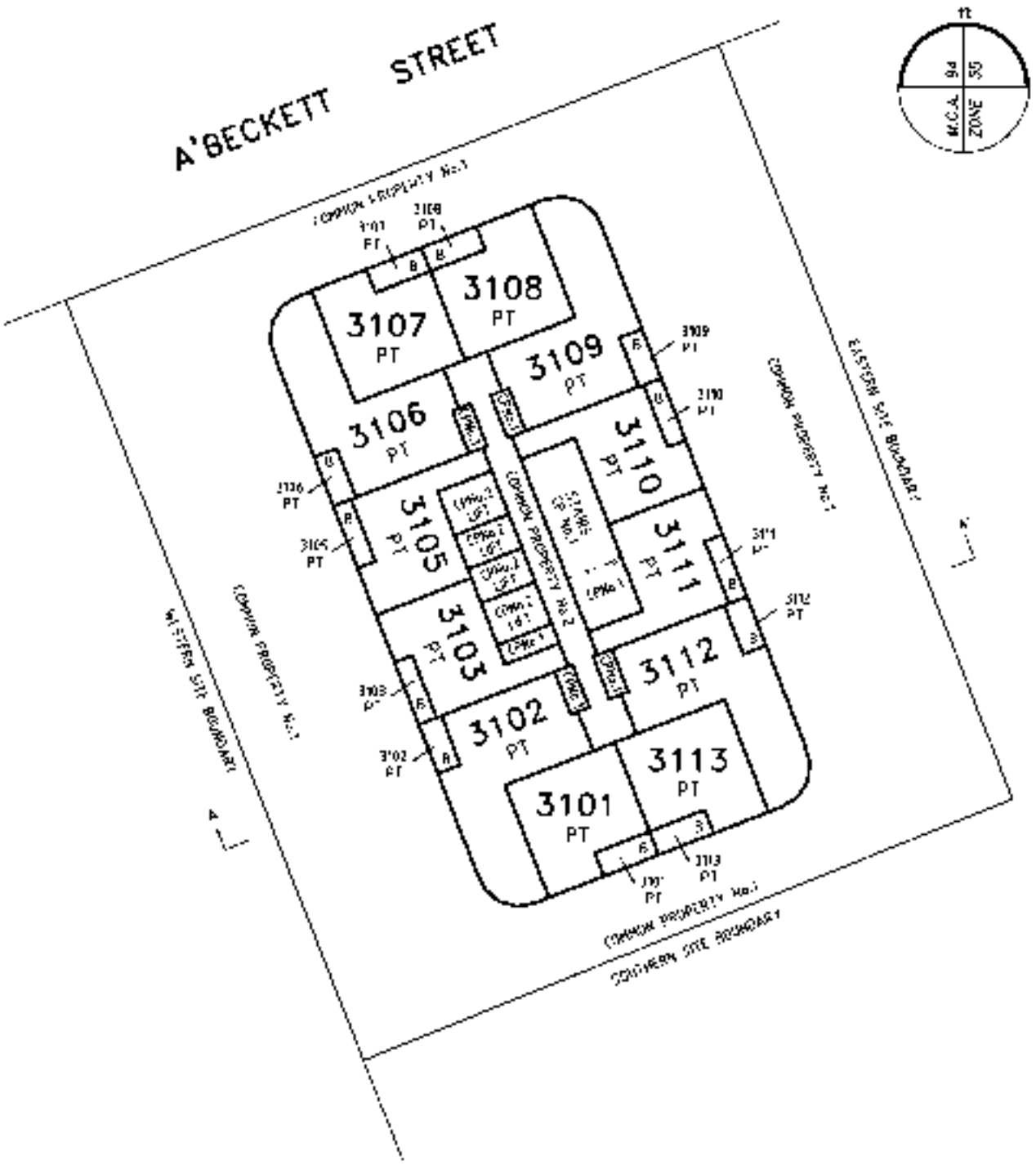
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Australia 03) 9555 1400
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LEVEL 30
DIAGRAM 33

ORIGINAL		SCALE	Sheet 05
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG

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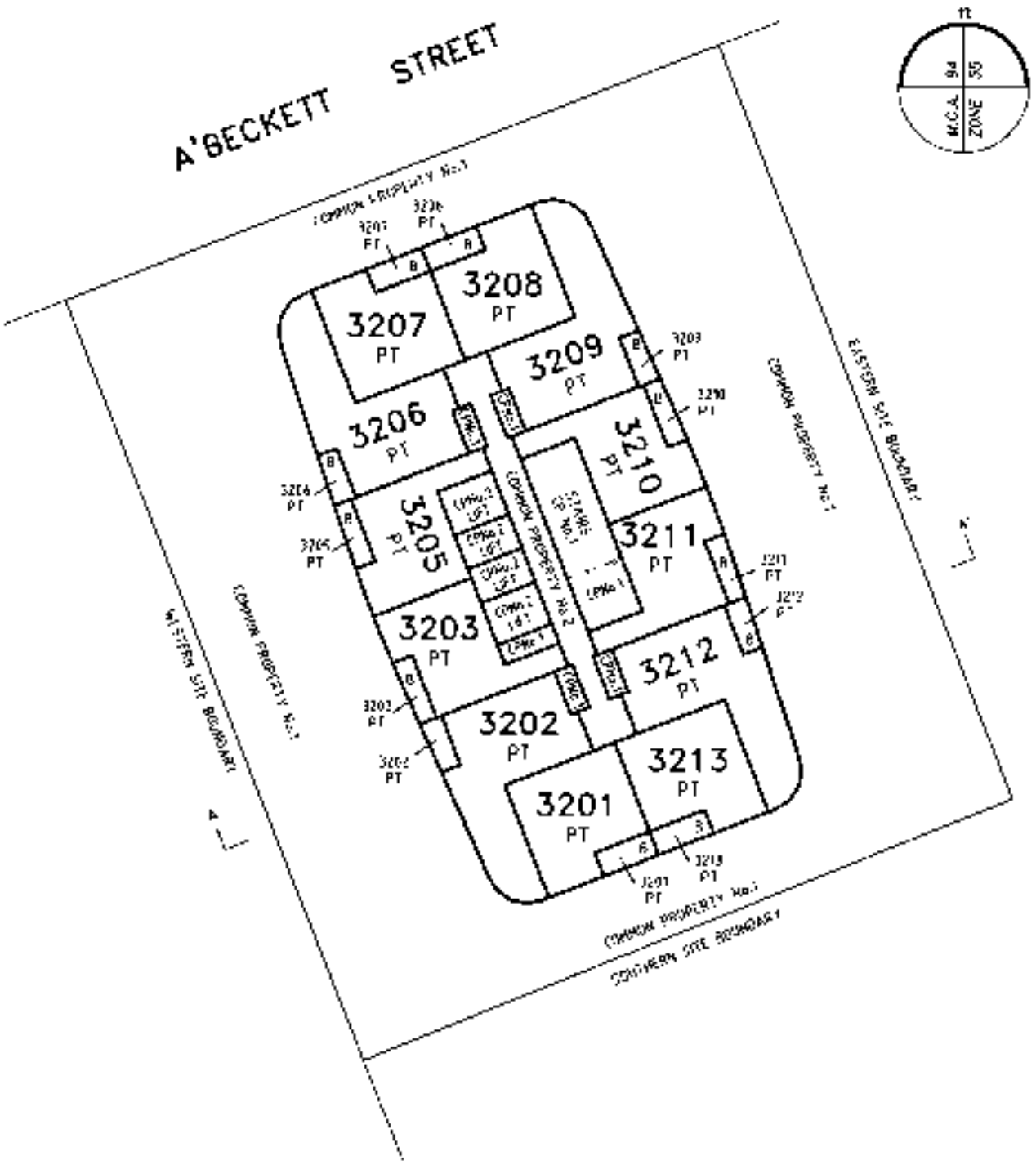
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LEVEL 31
DIAGRAM 34

ORIGINAL		SCALE		Sheet 06
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
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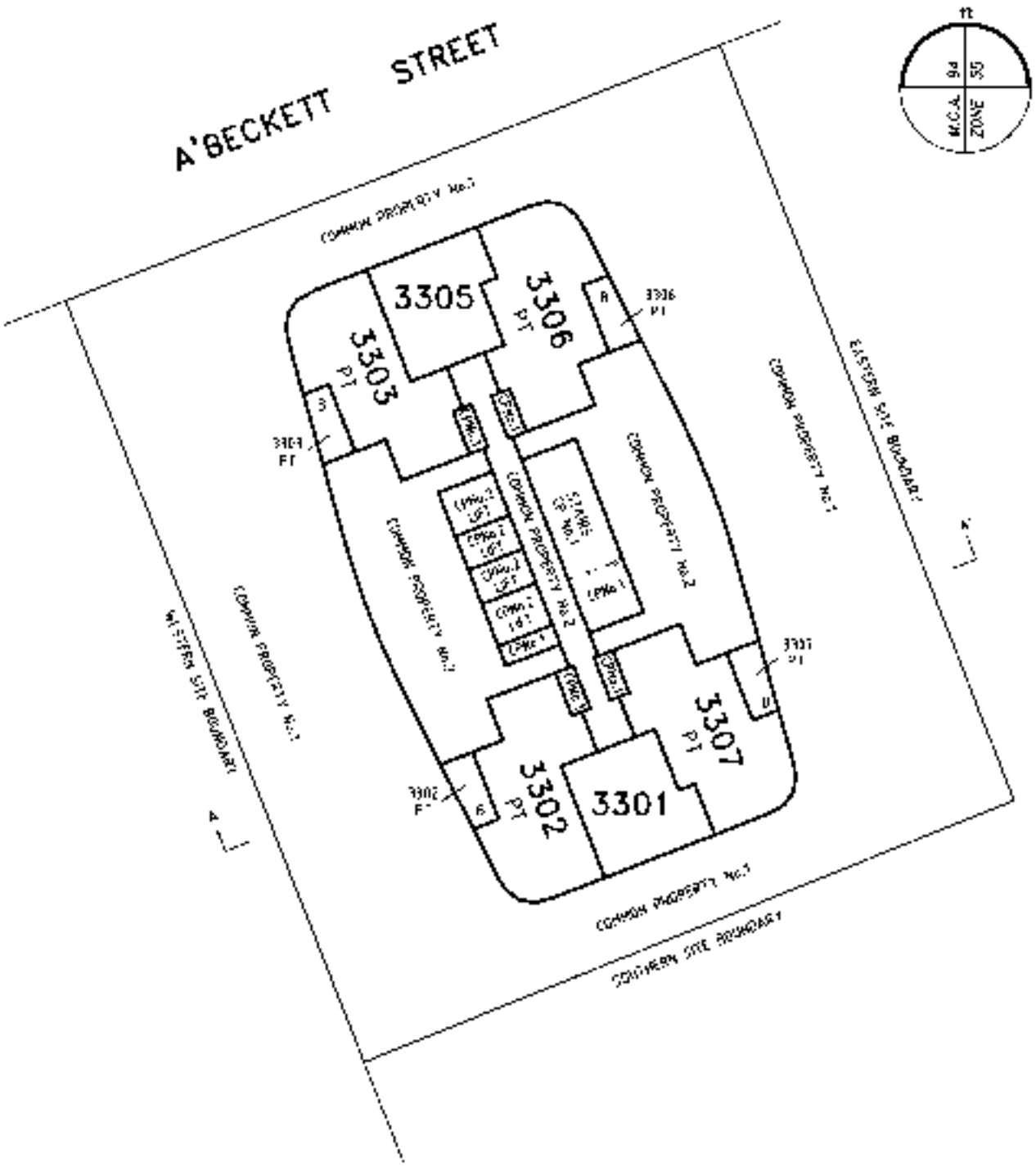
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LEVEL 32
DIAGRAM 35

ORIGINAL		SCALE		Sheet 07
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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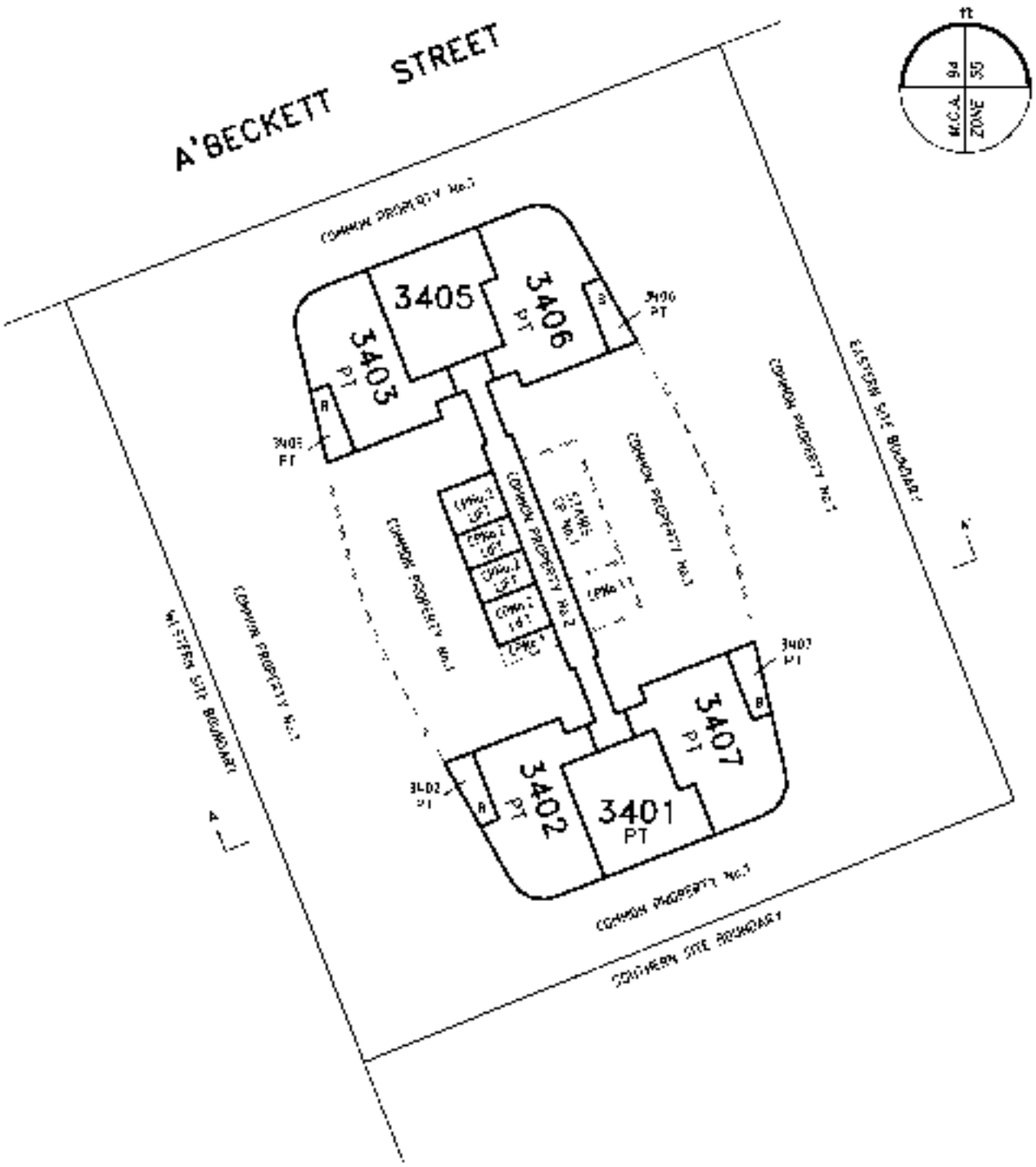
LEVEL 33
DIAGRAM 36

ORIGINAL		SCALE		Sheet 08
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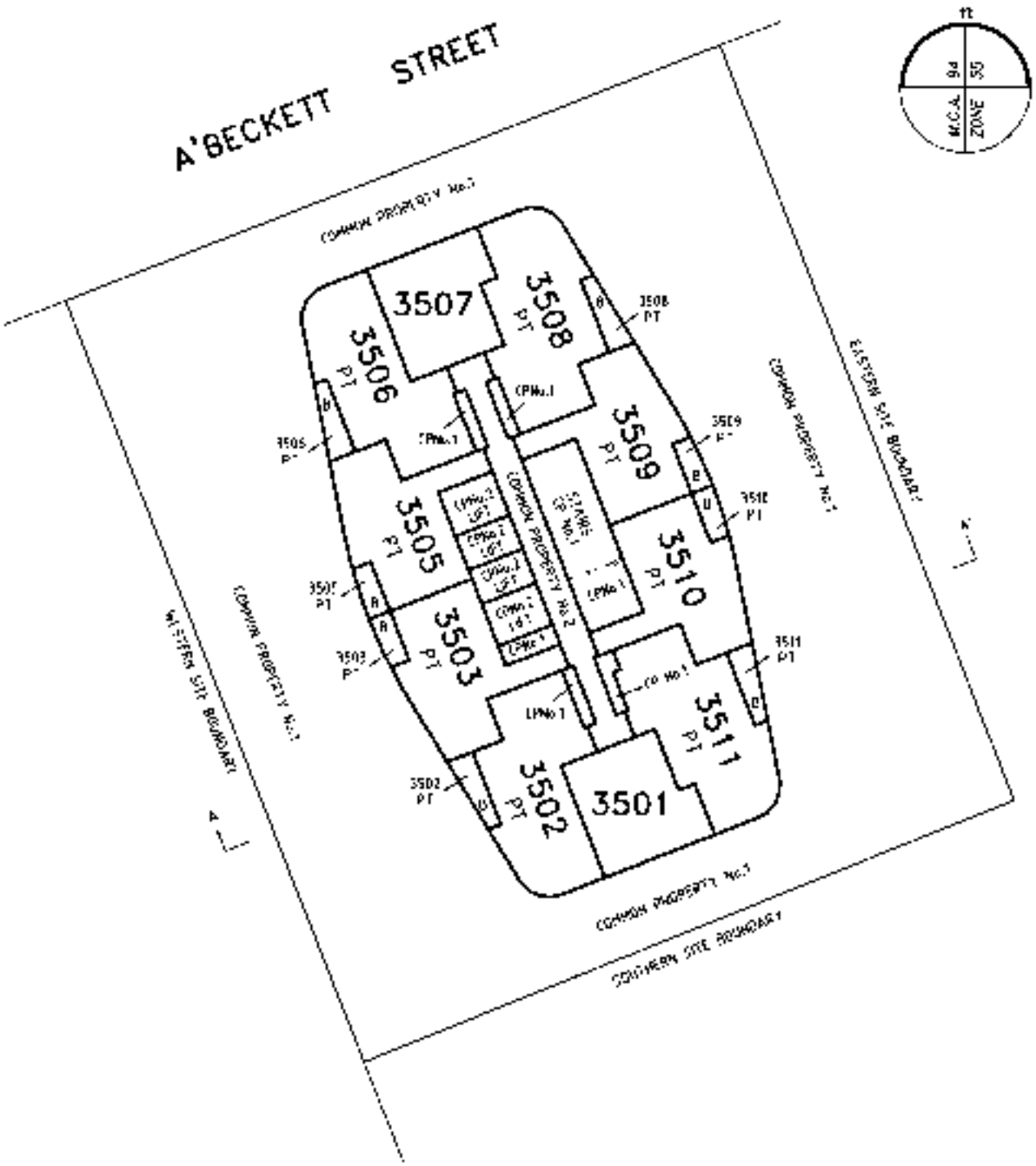
Bosco Jonson

LEVEL 34
DIAGRAM 37

ORIGINAL		SCALE		Sheet 01
SCALE: 1:250	SHEET SIZE: A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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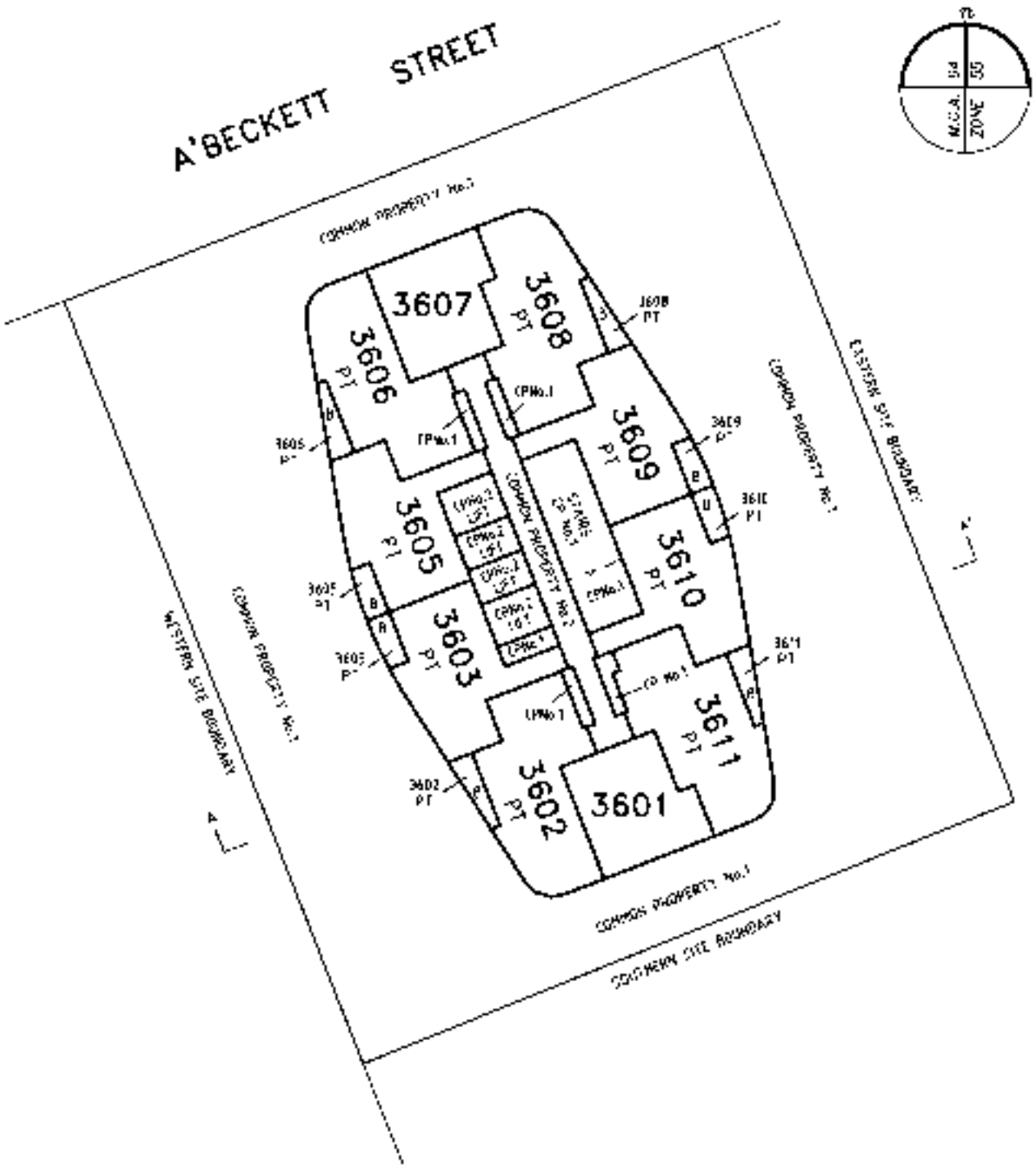
Bosco Jonson

LEVEL 35
DIAGRAM 38

ORIGINAL		SCALE		Sheet 50
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		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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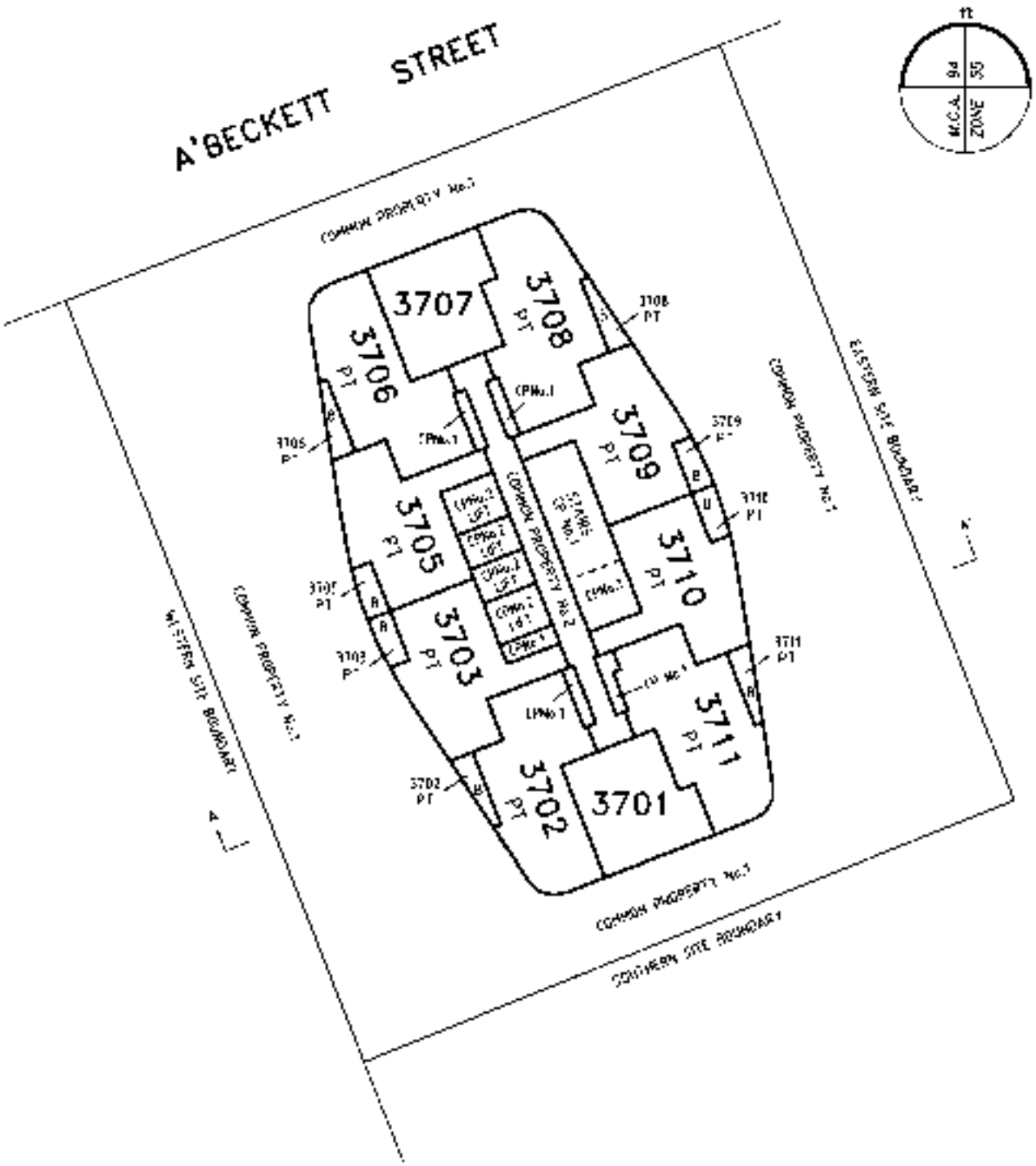
DESIGN BY Bosco Jonkari

LEVEL 36
DIAGRAM 39

ORIGINAL		SCALE		Sheet 51
SCALE 1:250	SHEET SIZE A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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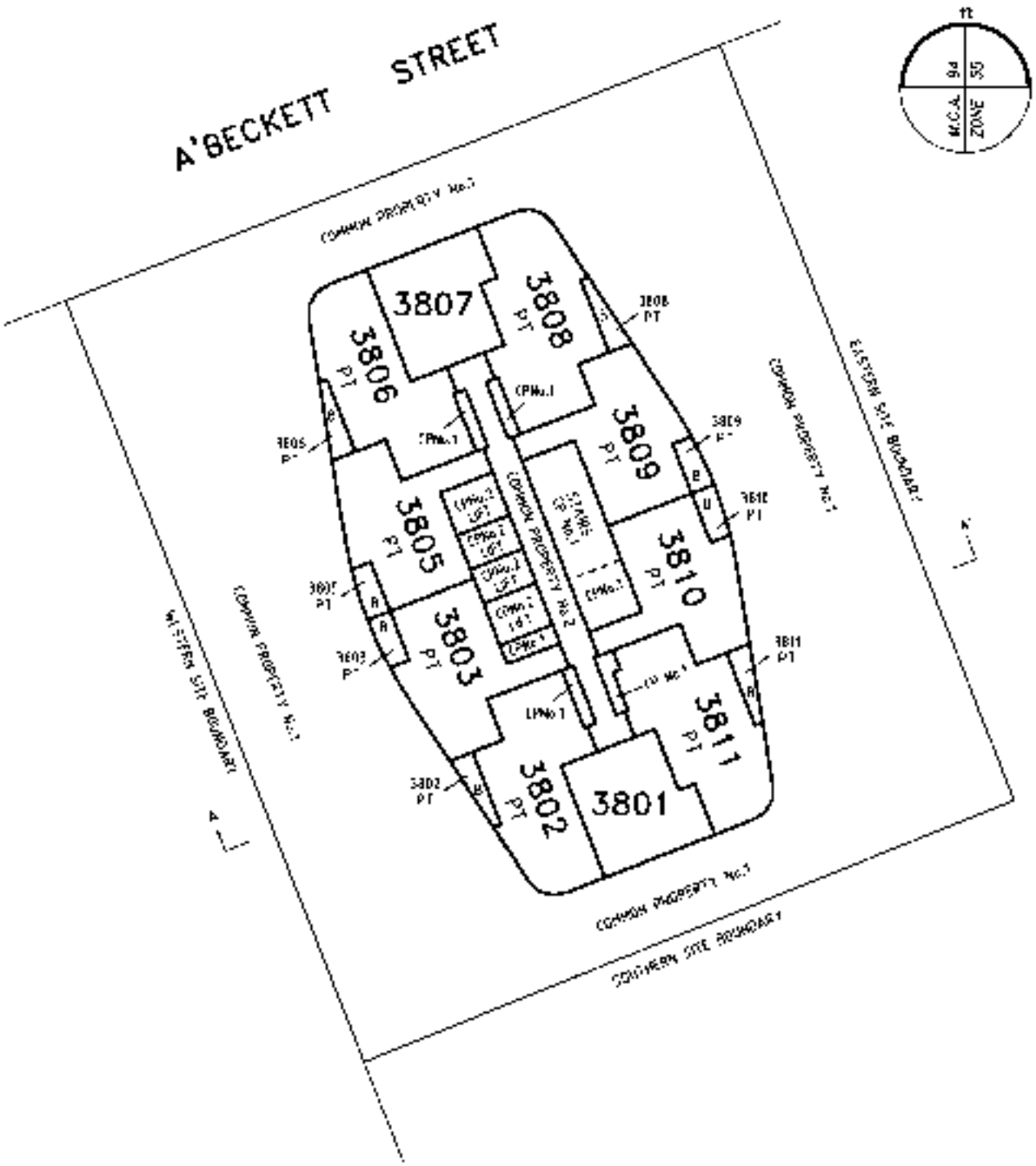
LEVEL 37
DIAGRAM 9E

ORIGINAL		SCALE		Sheet 52
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			REF 29667013 DWG VERSION	

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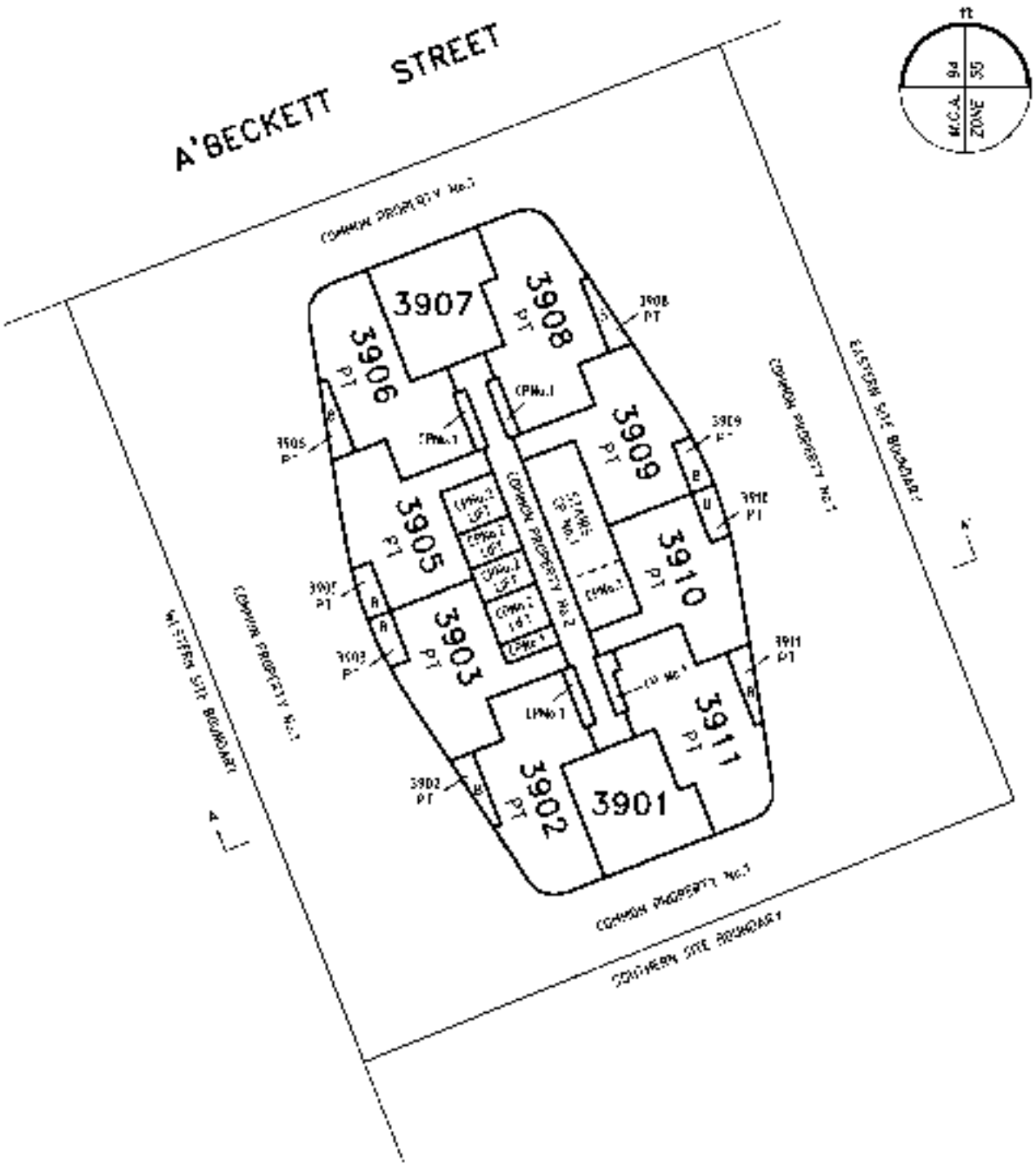
Bosco Jonson

LEVEL 38
DIAGRAM No.

ORIGINAL		SCALE		Sheet 53
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PLAN OF SUBDIVISION

Plan Number
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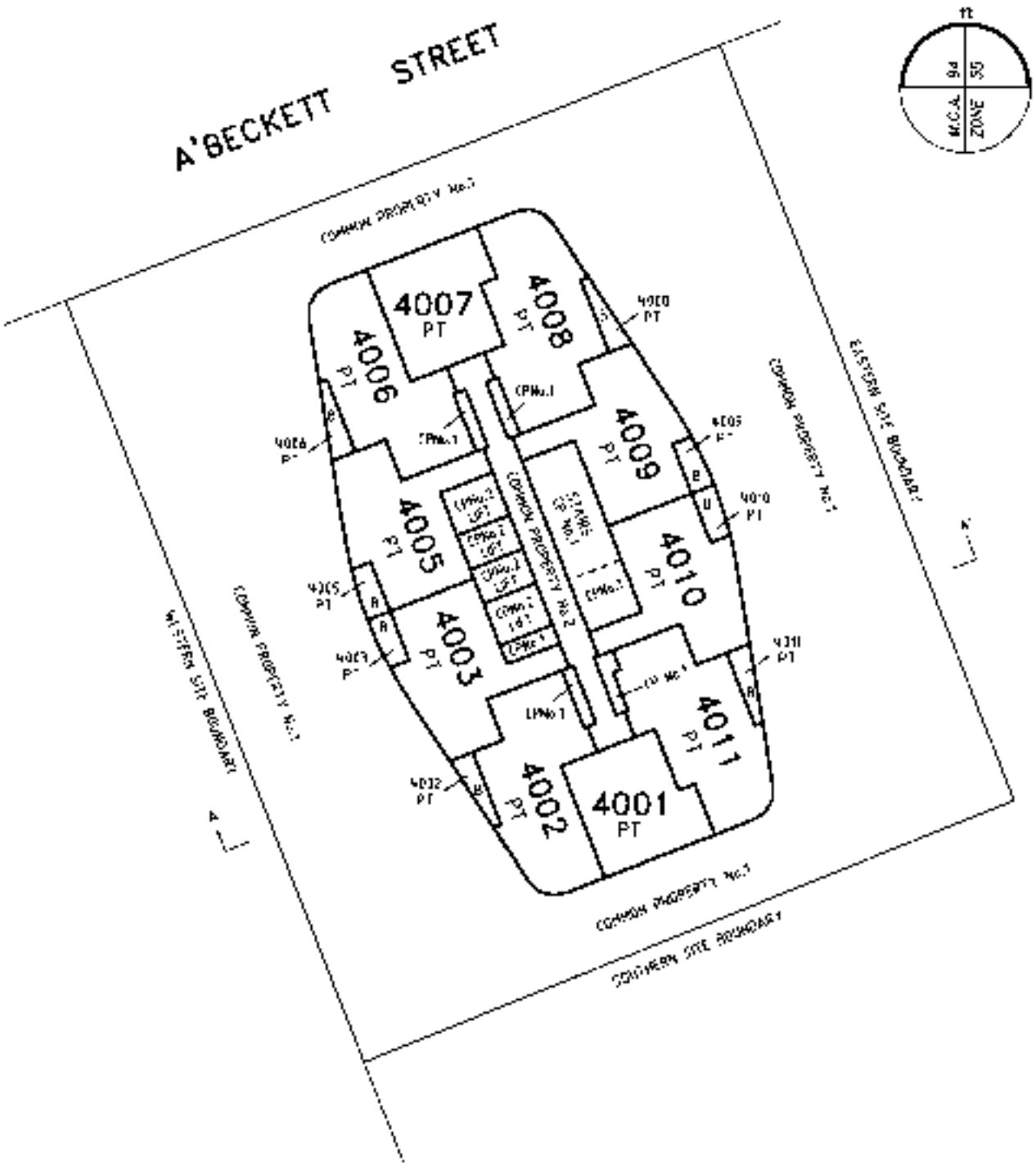
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LEVEL 39
DIAGRAM 42

ORIGINAL		SCALE		Sheet SL
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

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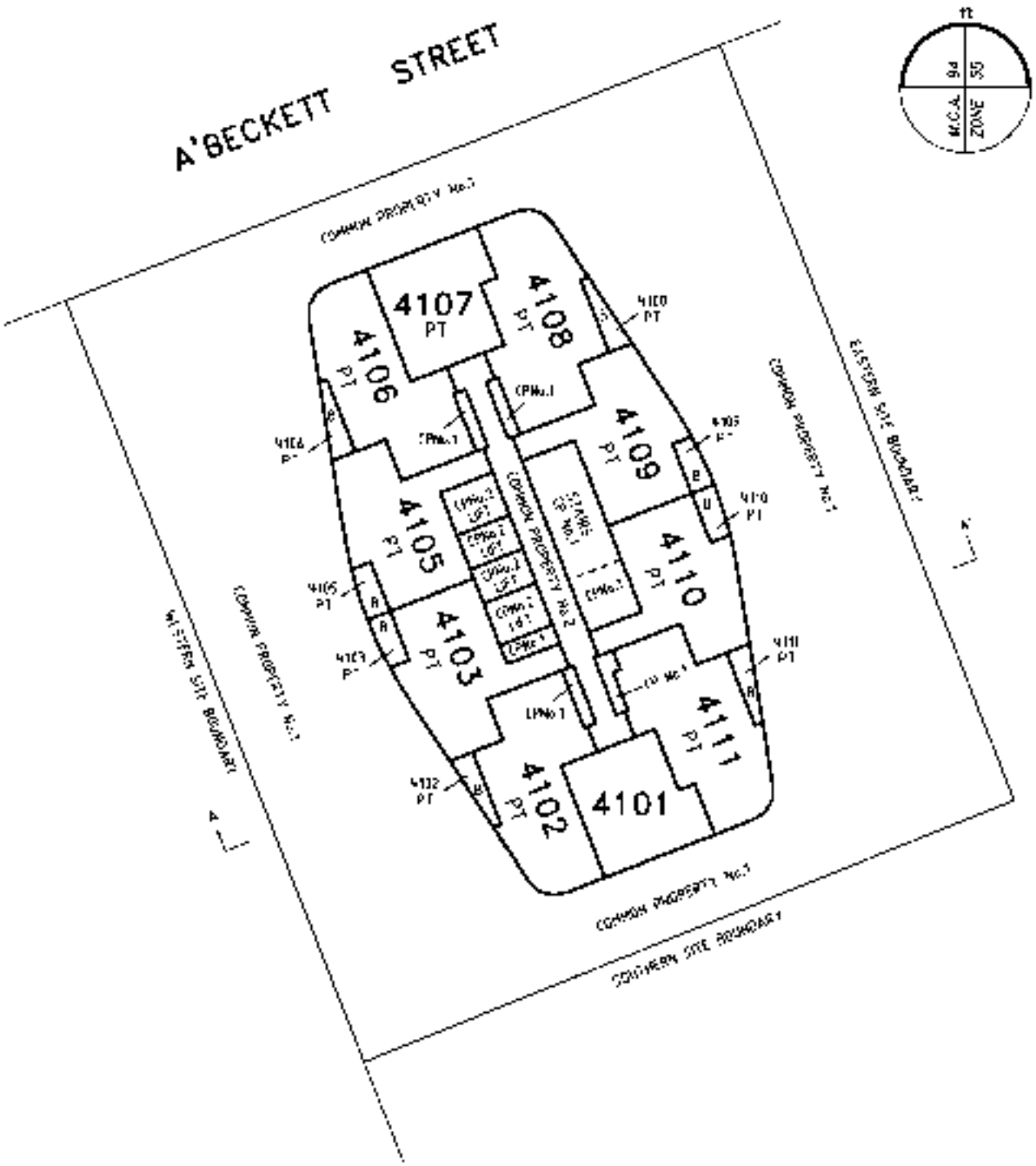
LEVEL 40
DIAGRAM 42

ORIGINAL		SCALE		Sheet 55
SCALE: 1:250	SHEET SIZE: A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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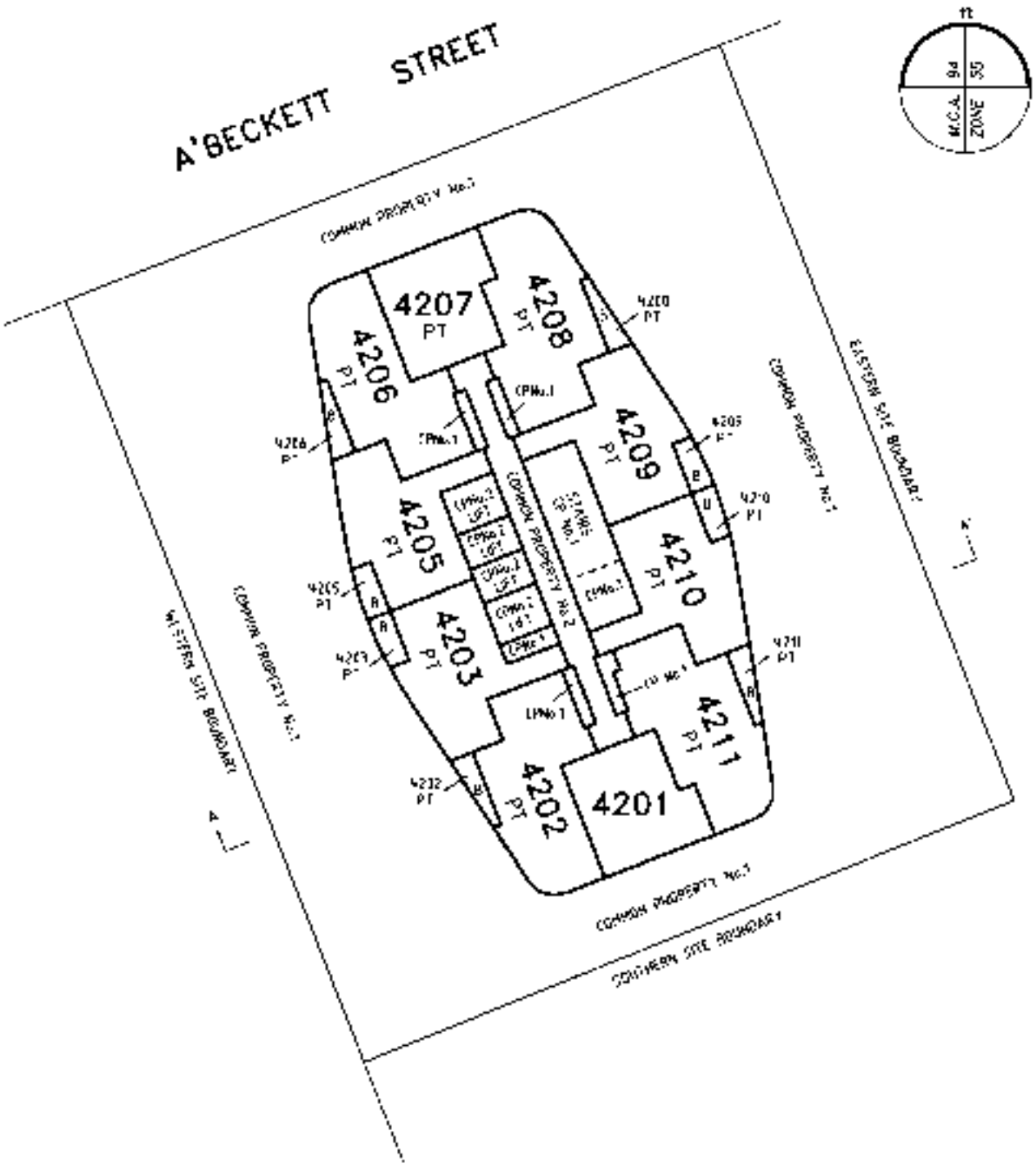
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LEVEL 41
DIAGRAM 44

ORIGINAL		SCALE		Sheet 55
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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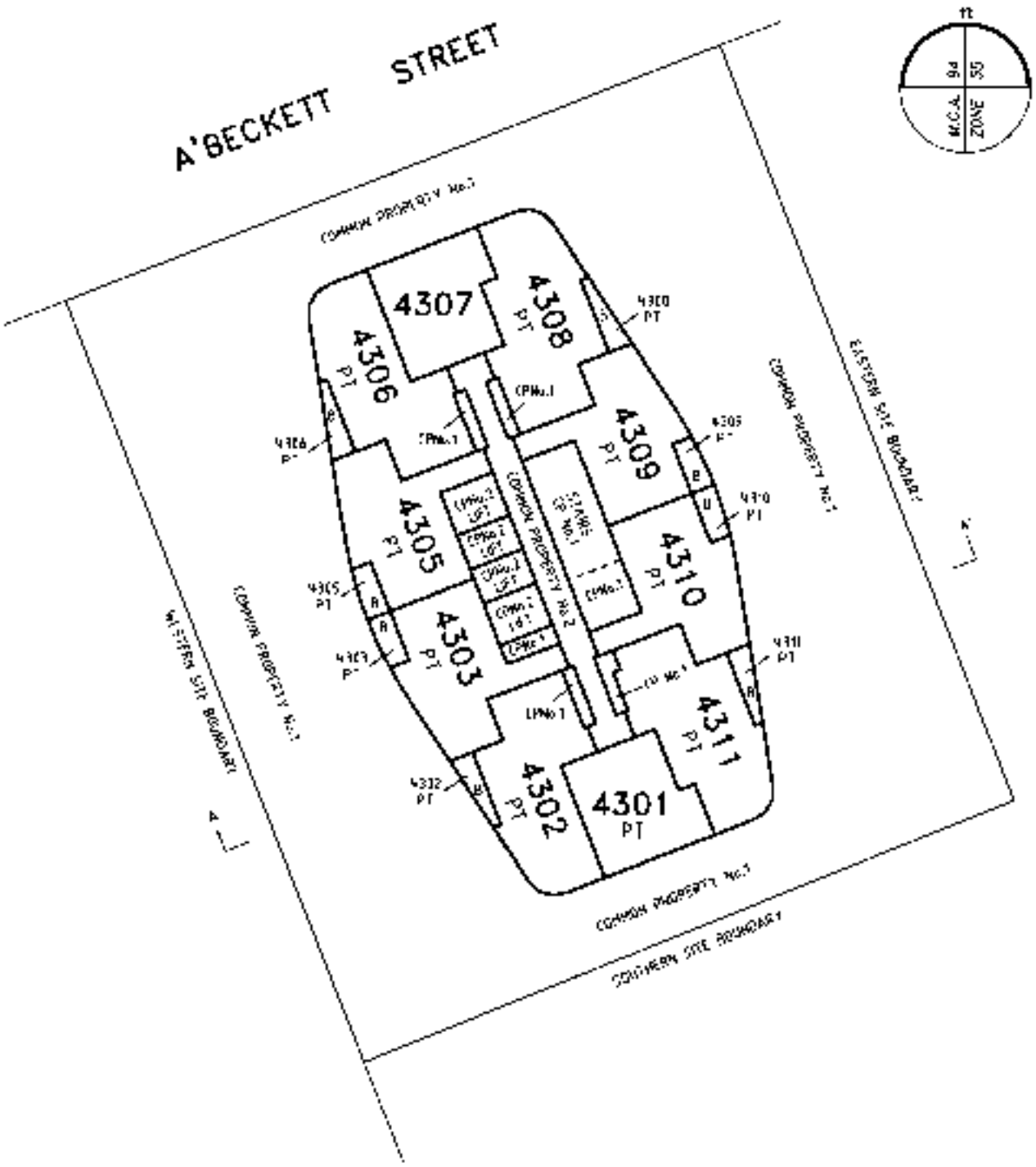
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LEVEL 42
DIAGRAM 45

ORIGINAL		SCALE		Sheet 57
SCALE: 1:250	SHEET SIZE: A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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Plan Number
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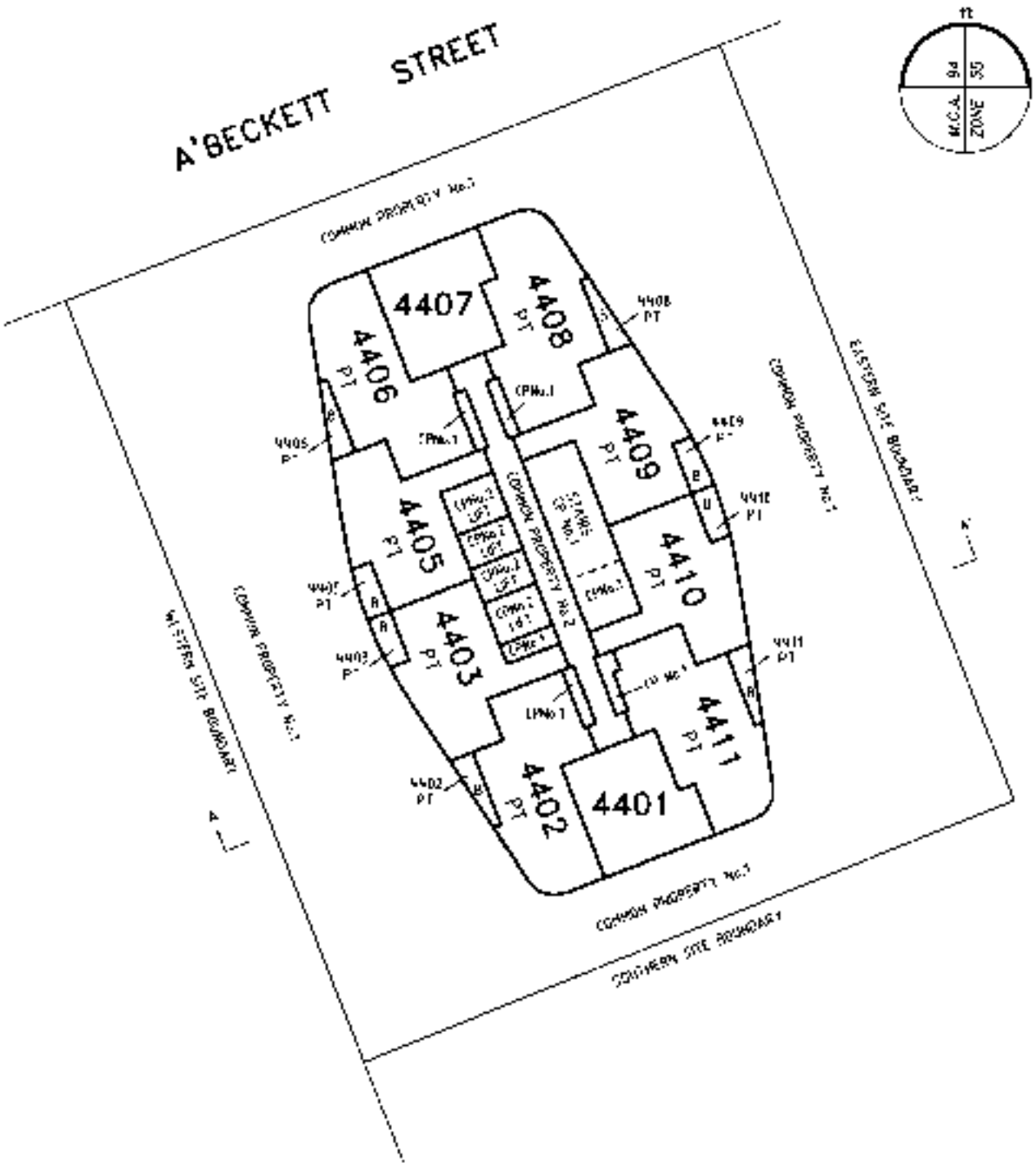
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LEVEL 43
DIAGRAM 4E

ORIGINAL		SCALE		Sheet 58
SCALE: 1:250	SHEET SIZE: A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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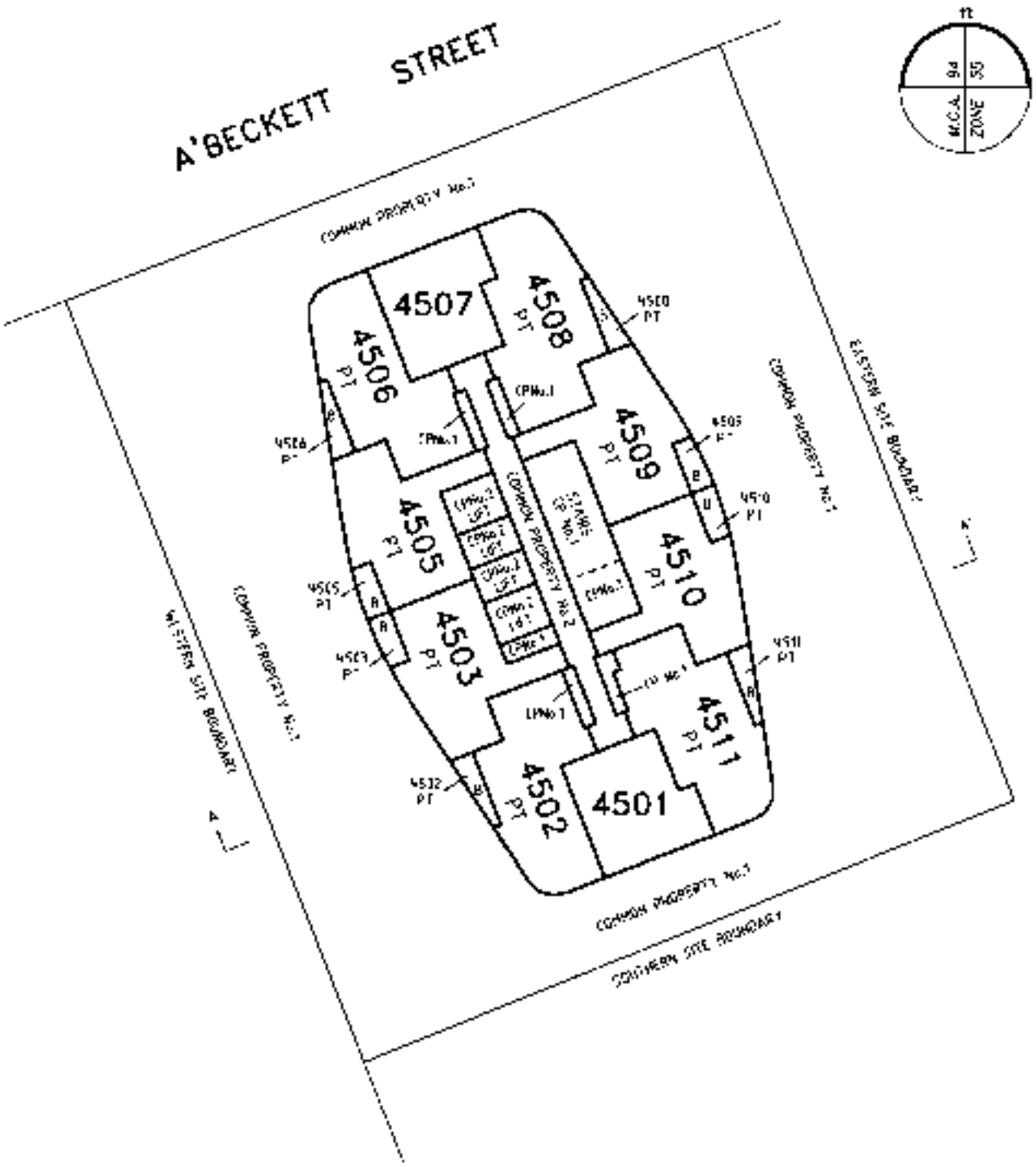
LEVEL 44
DIAGRAM 47

ORIGINAL		SCALE		Sheet 59
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		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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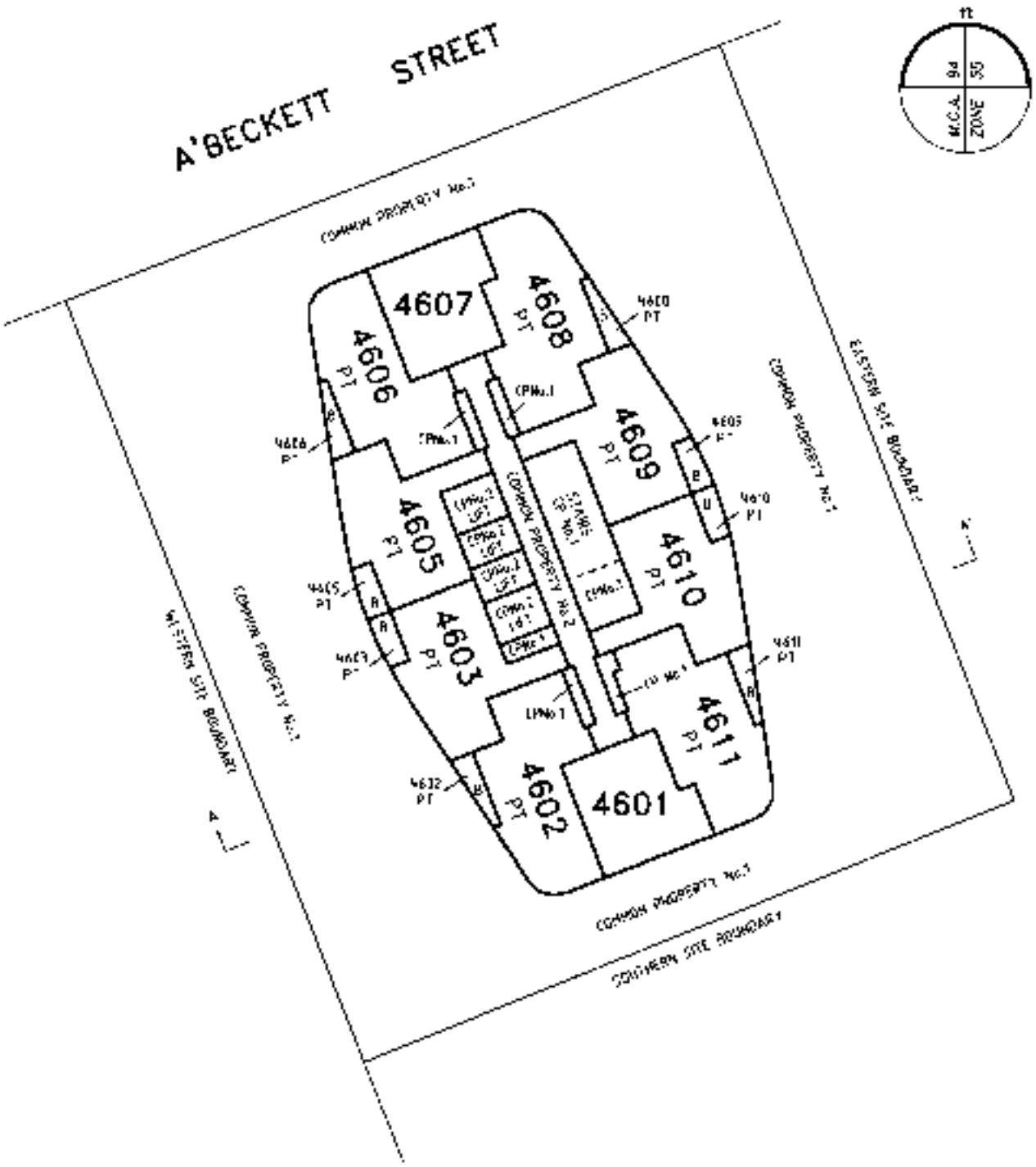
LEVEL 45
DIAGRAM 48

ORIGINAL		SCALE		Sheet 50
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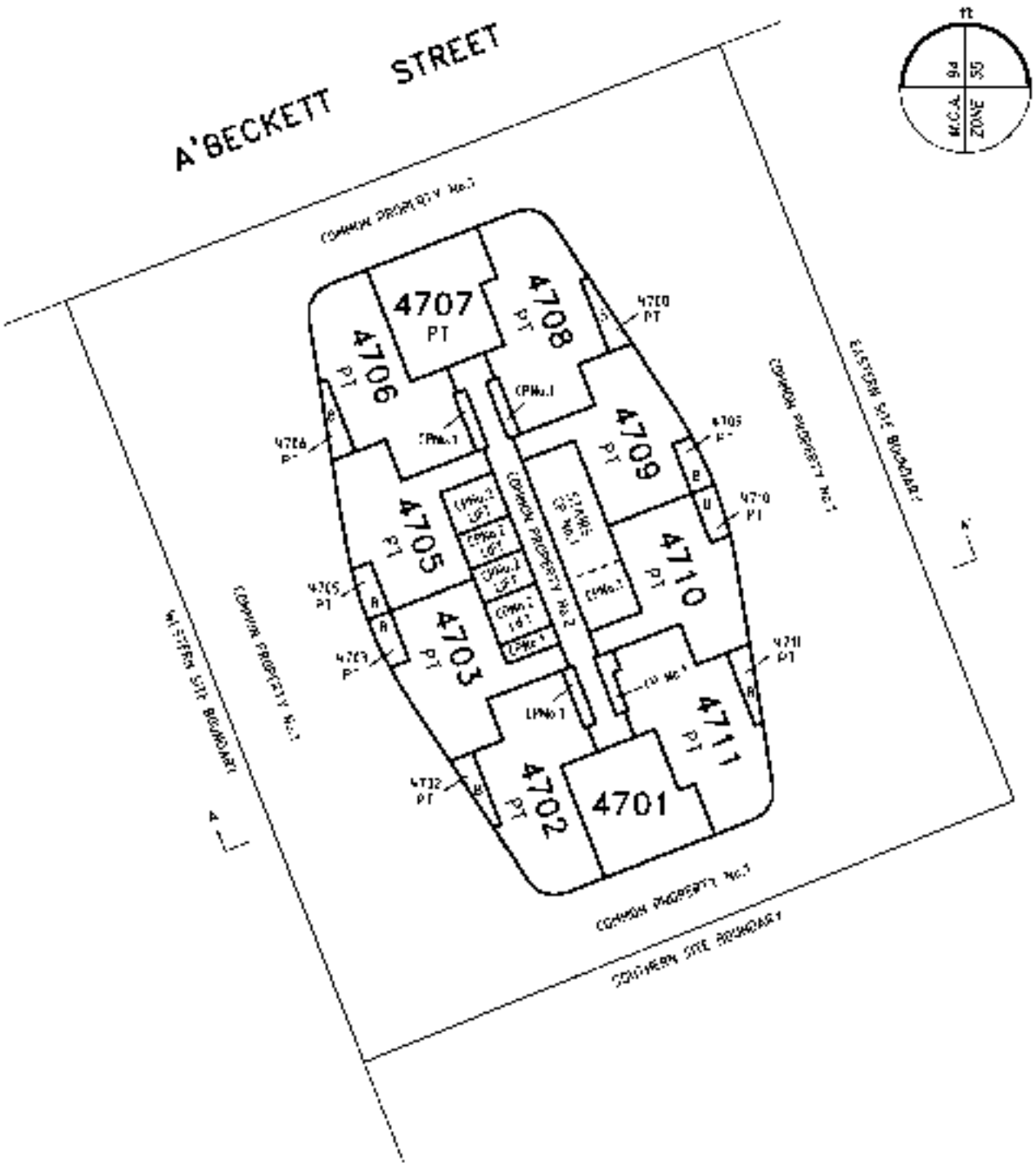
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LEVEL 46
DIAGRAM 45

ORIGINAL		SCALE		Sheet 01
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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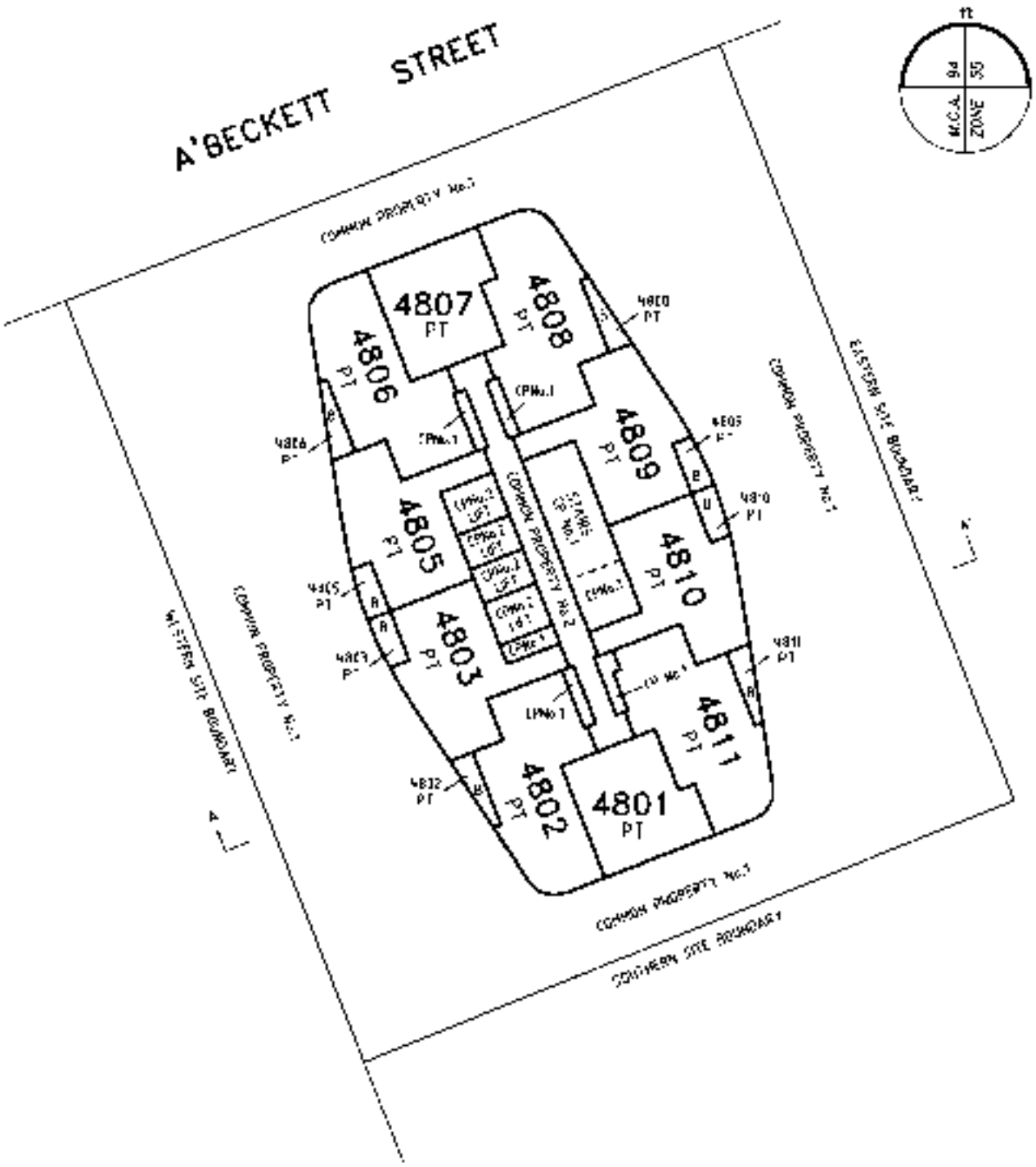
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LEVEL 47
DIAGRAM 50

ORIGINAL		SCALE		Sheet 02
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

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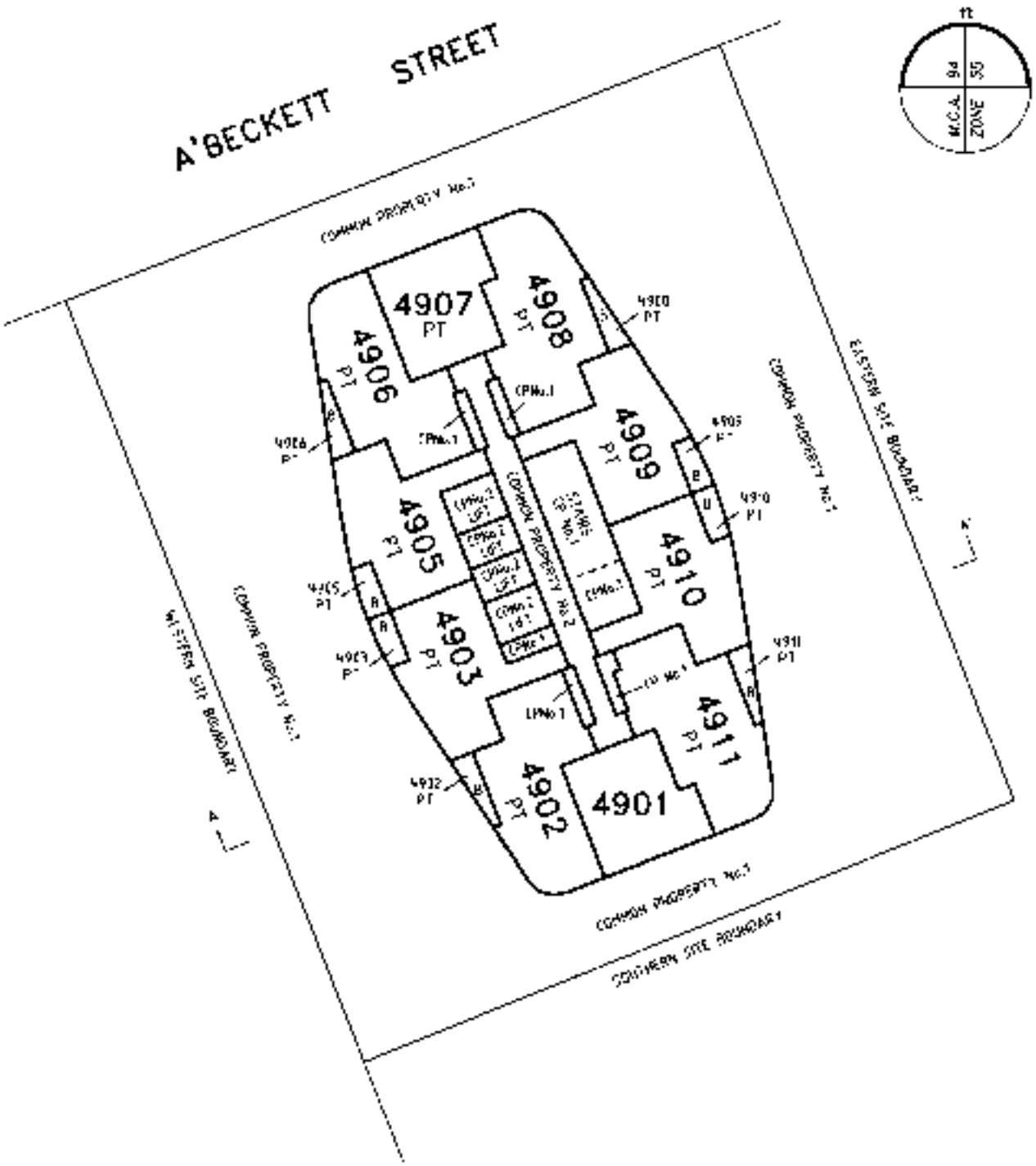
LEVEL 48
DIAGRAM 51

ORIGINAL		SCALE		Sheet 53
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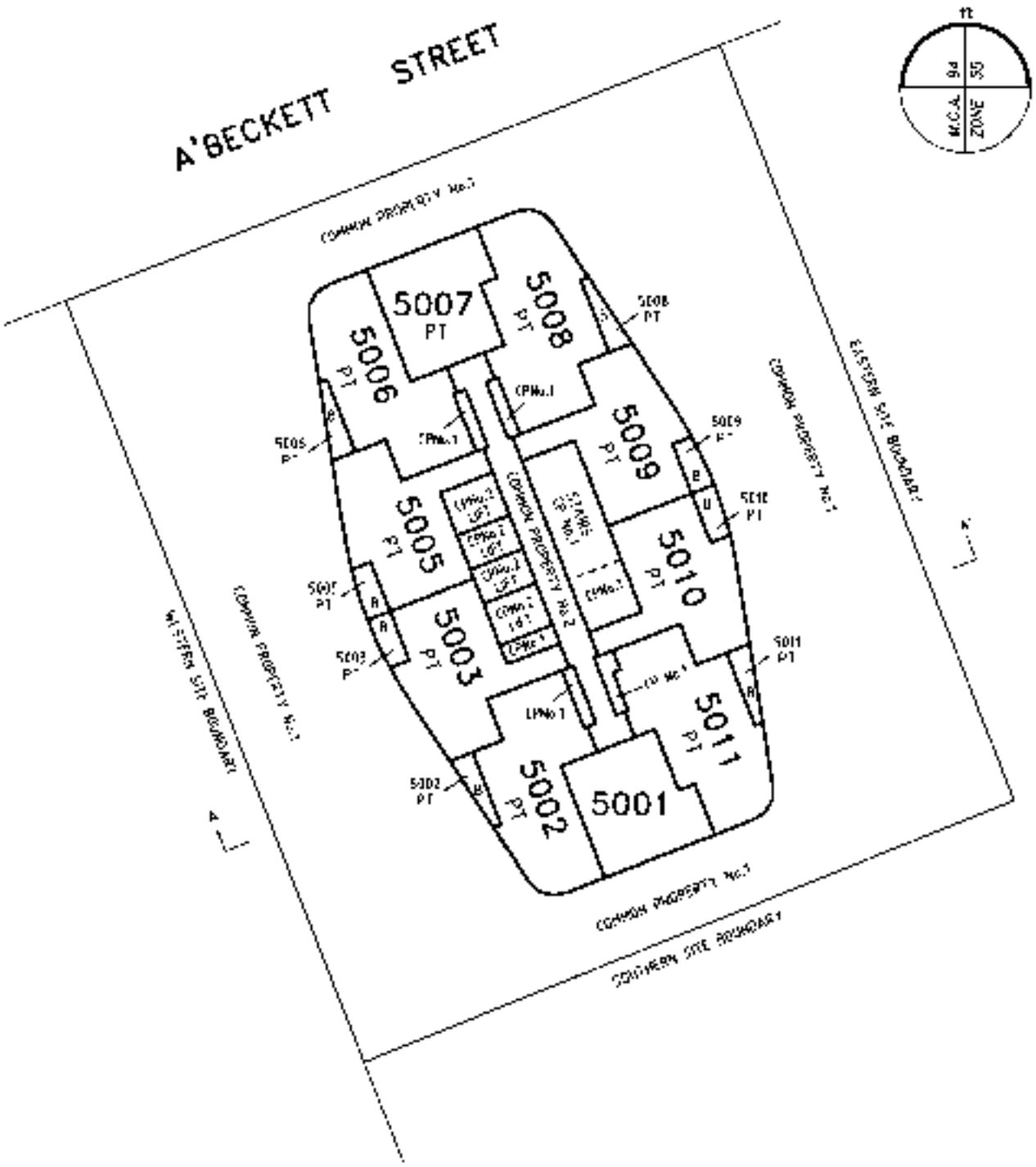
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Australia 03) 9868 1400
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LEVEL 49
DIAGRAM 52

ORIGINAL		SCALE		Sheet SL
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

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LEVEL 50
DIAGRAM 53

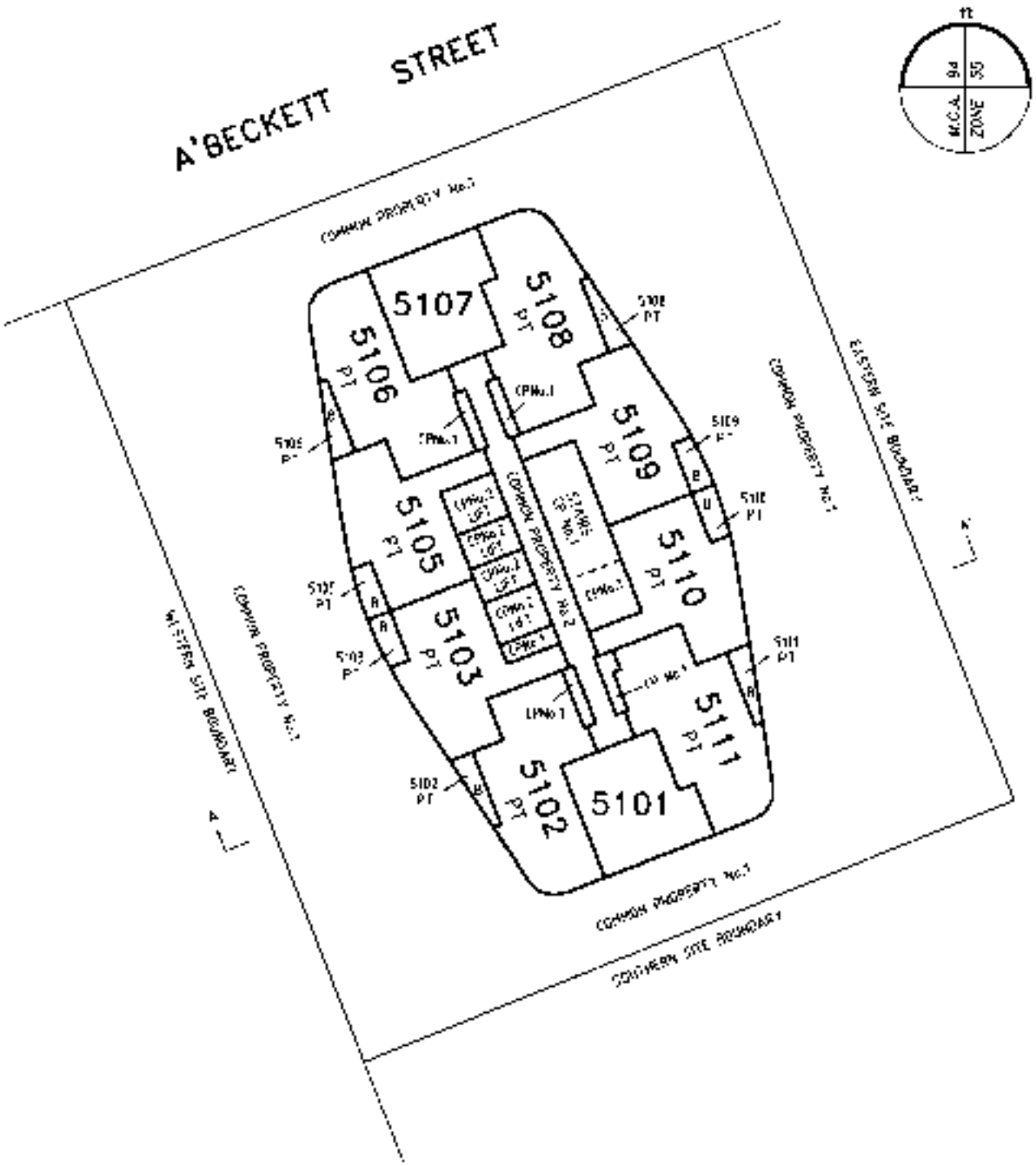
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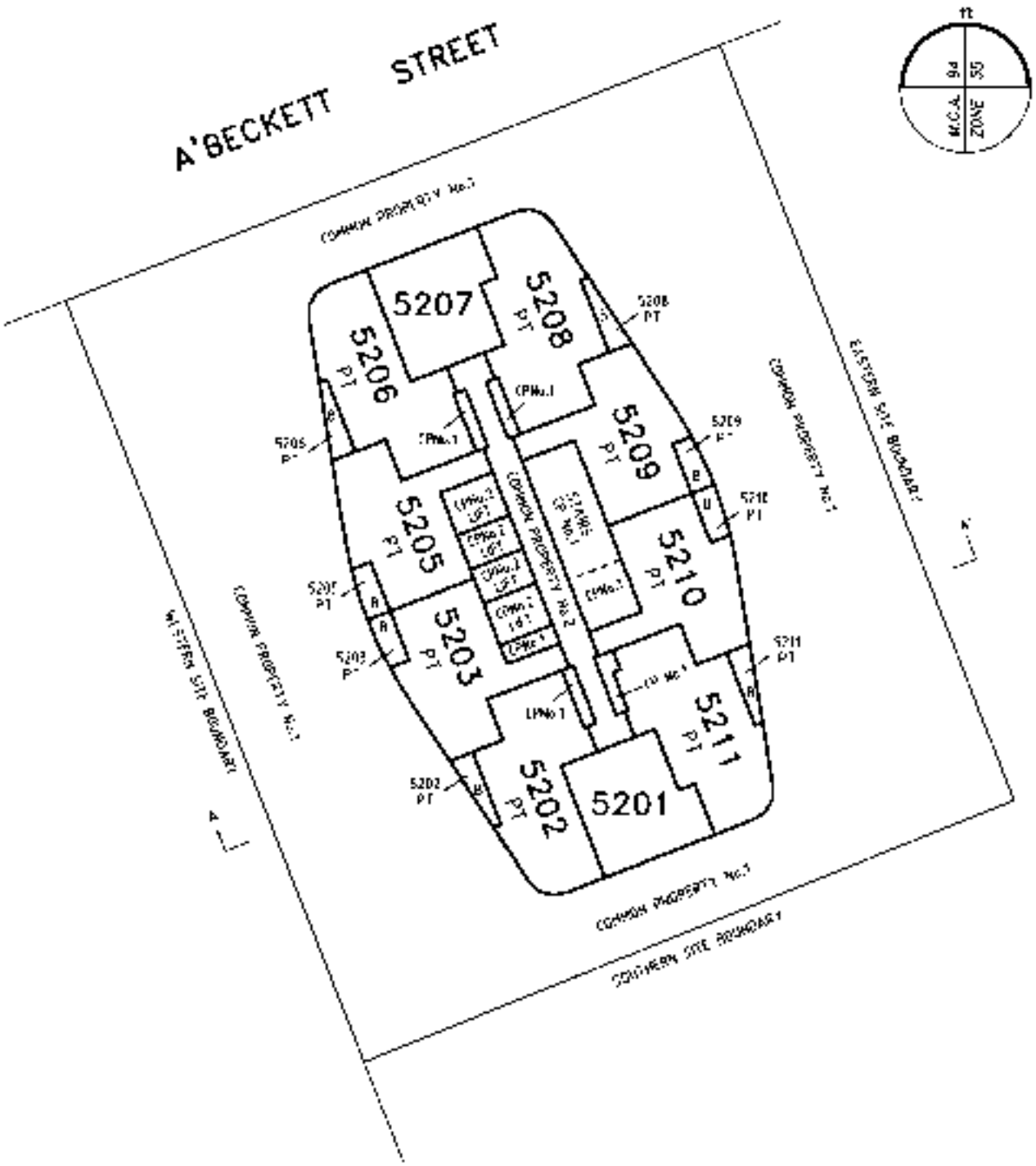
LEVEL 51
DIAGRAM 54

ORIGINAL		SCALE		Sheet 55
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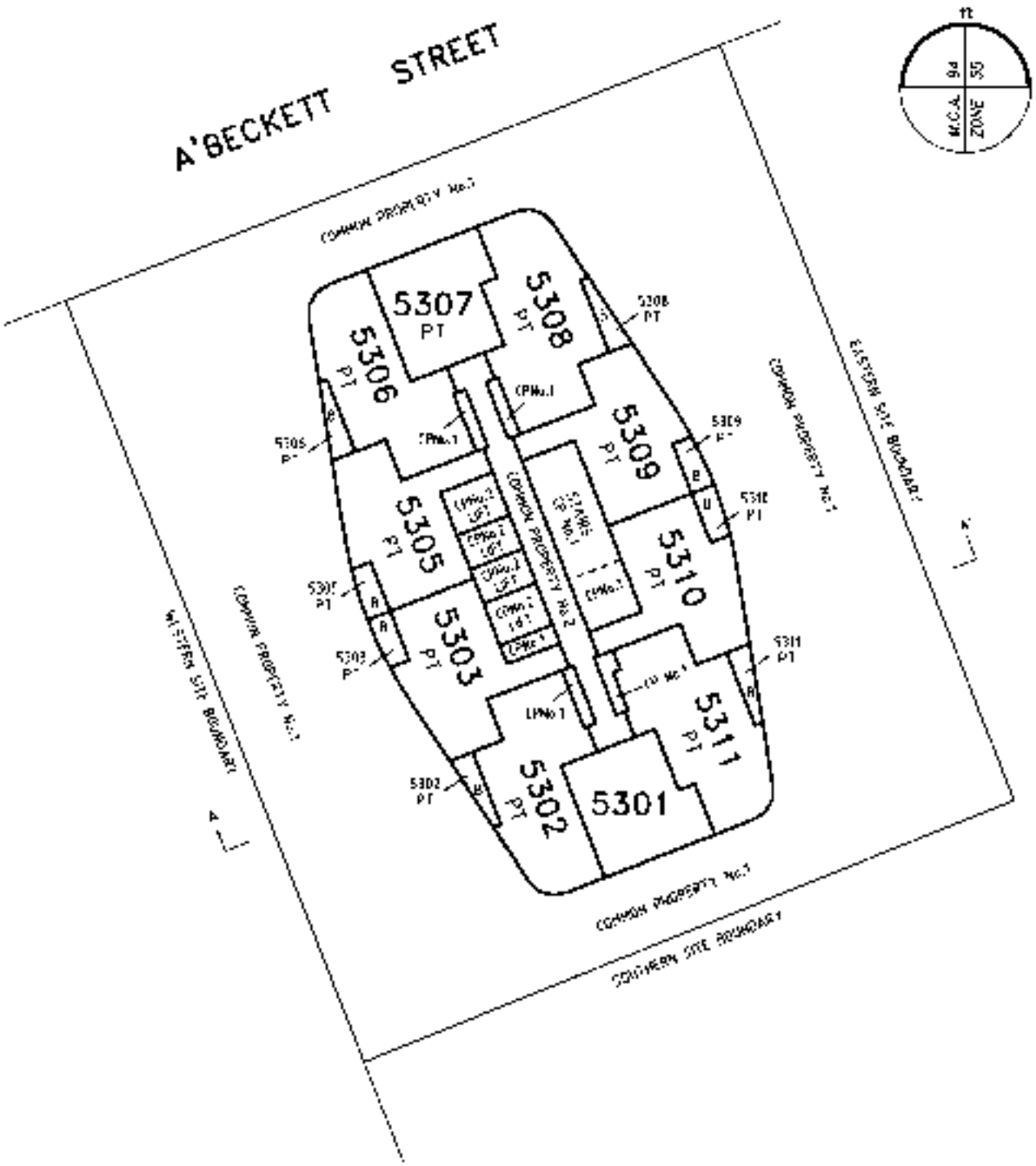
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LEVEL 52
DIAGRAM 55

ORIGINAL		SCALE		Sheet 57
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



16 Eastern Road - South Melbourne
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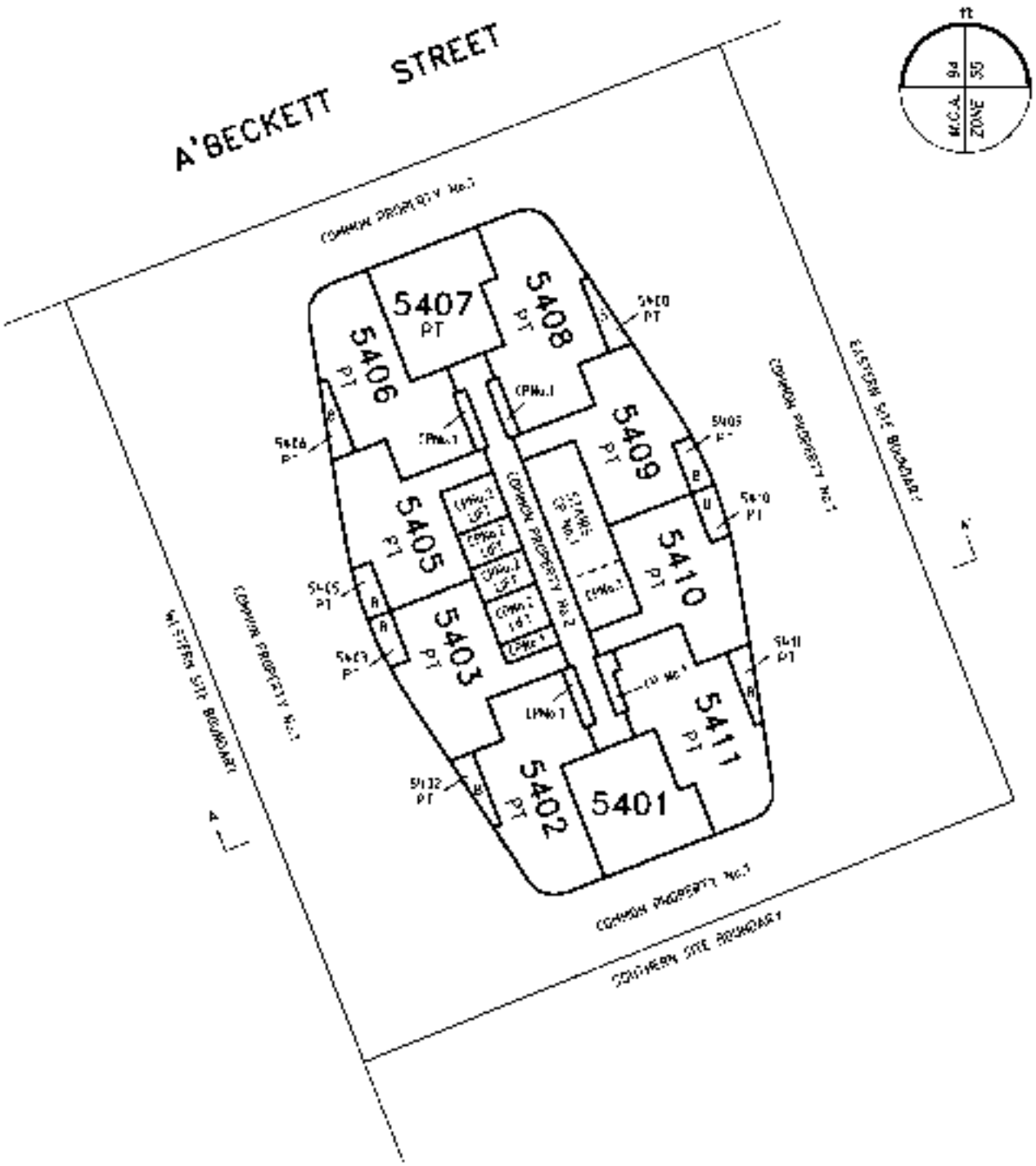
LEVEL 53
DIAGRAM 56

ORIGINAL		SCALE		Sheet 53
SCALE 1:250	SHEET SIZE A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 VERSION	
			DWG	

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PLAN OF SUBDIVISION

Plan Number
PS 724927D



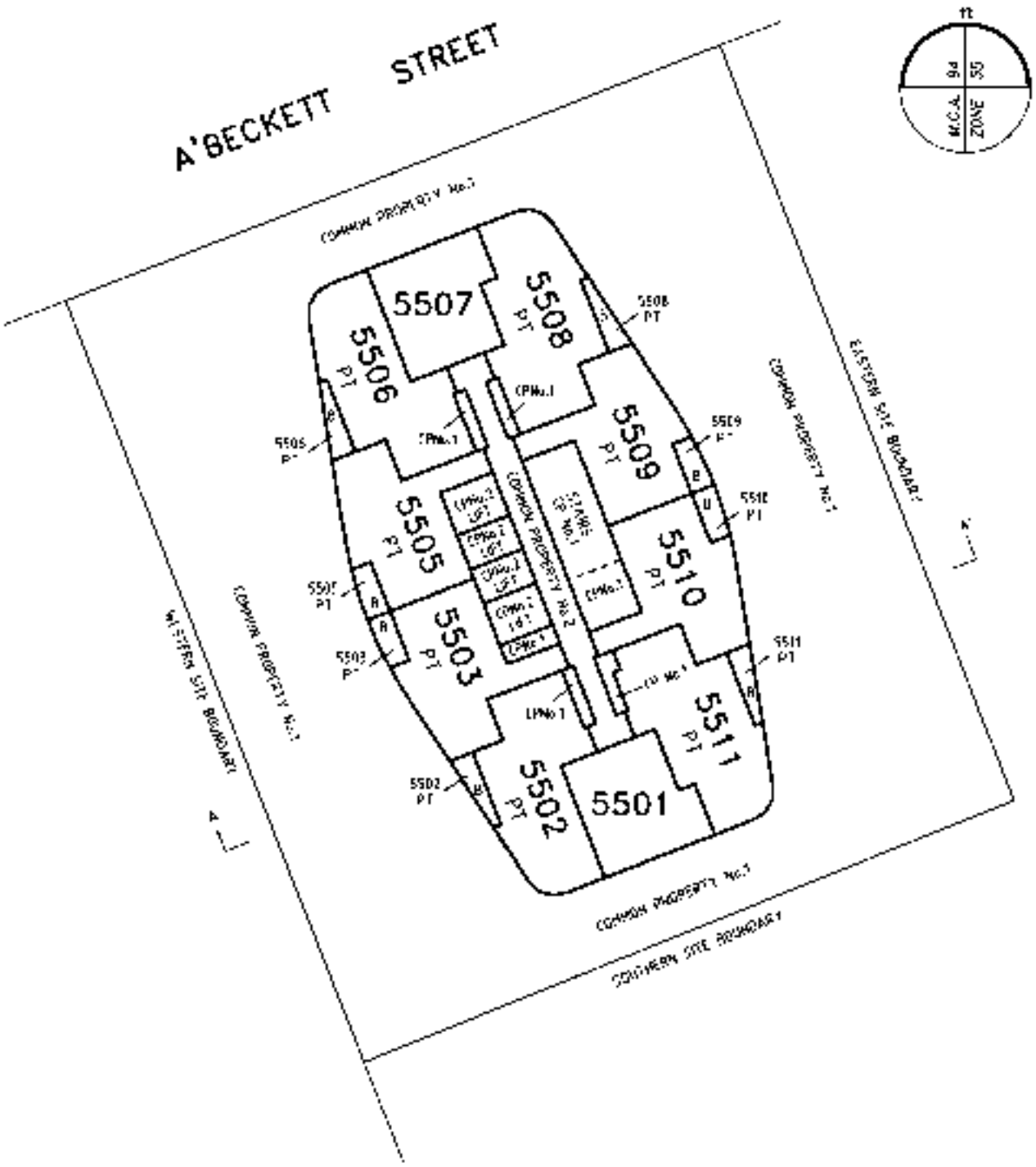
16 Eastern Road - South Melbourne
Victoria 3205 PO Box 5075
Australia (03) 9868 1400
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Bosco Jonson

LEVEL 54
DIAGRAM 57

ORIGINAL		SCALE		Sheet 57
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



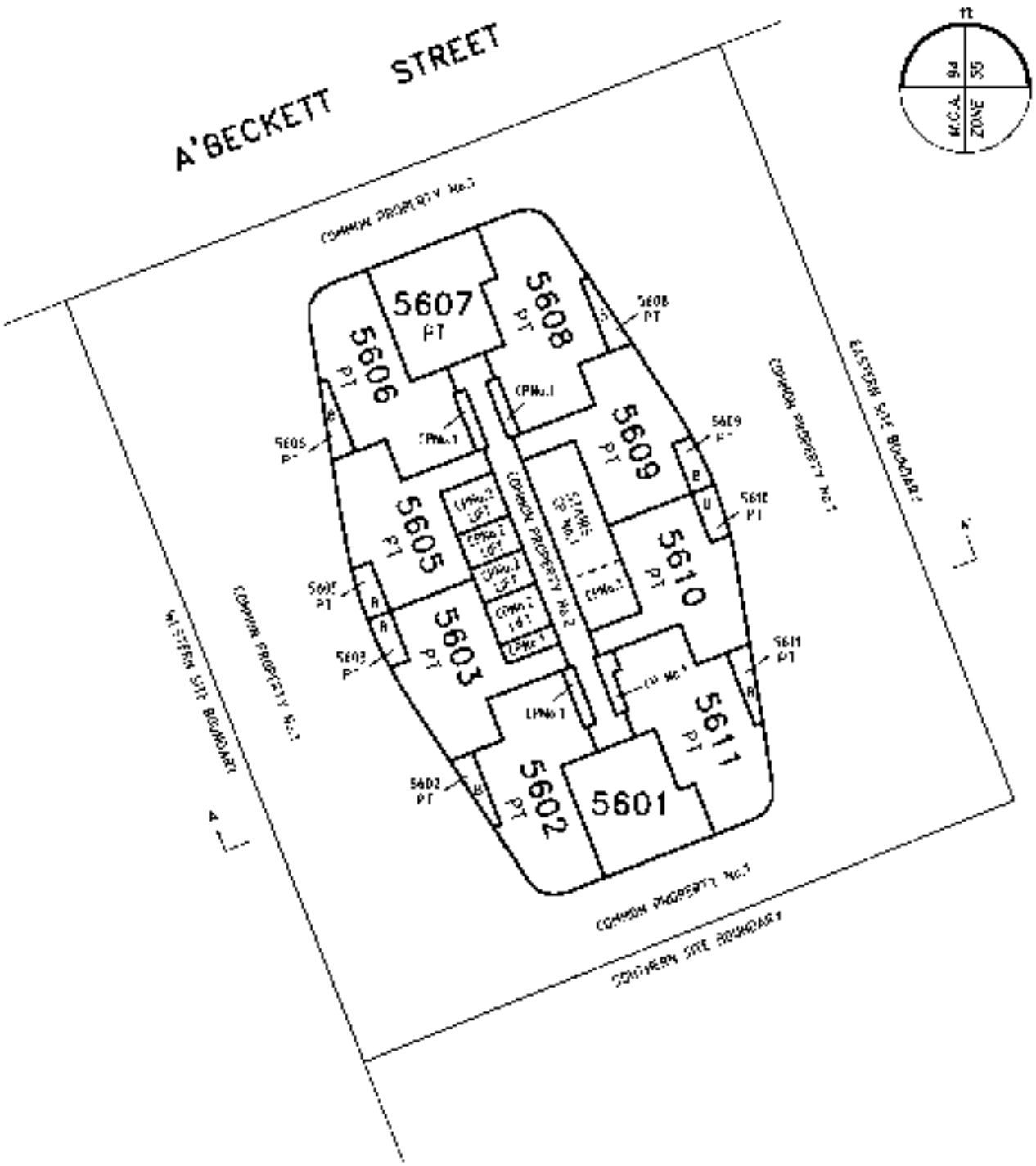
16 Eastern Road - South Melbourne
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Australia 03) 9868 1400
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LEVEL 55
DIAGRAM 58

ORIGINAL		SCALE		Sheet 10
SCALE: 1:250	SHEET SIZE: A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



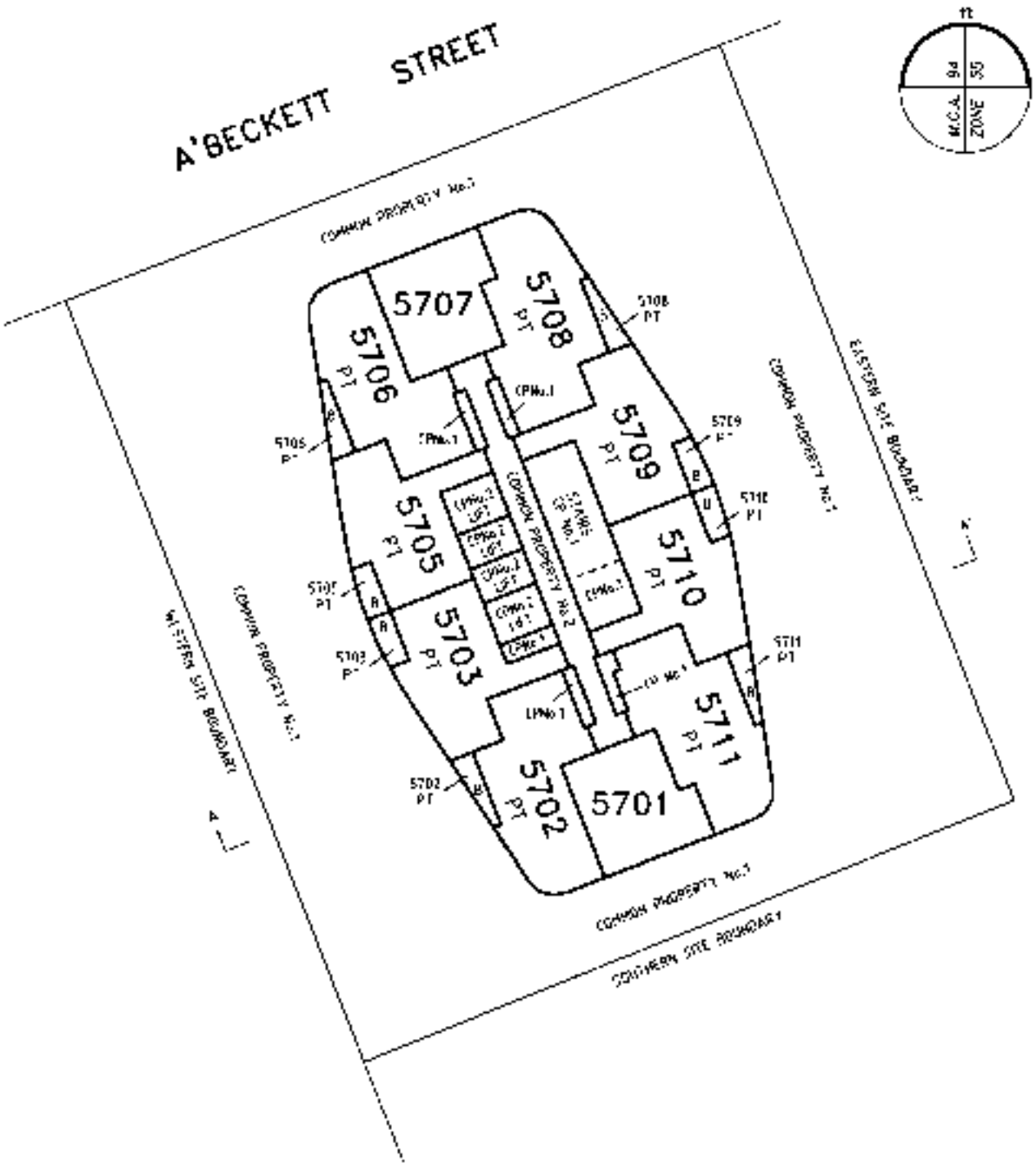
16 Eastern Road - South Melbourne
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LEVEL 56
DIAGRAM 59

ORIGINAL		SCALE		Sheet 1 1
SCALE	SHEET SIZE	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
1:250	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 VERSION	
			DWG	

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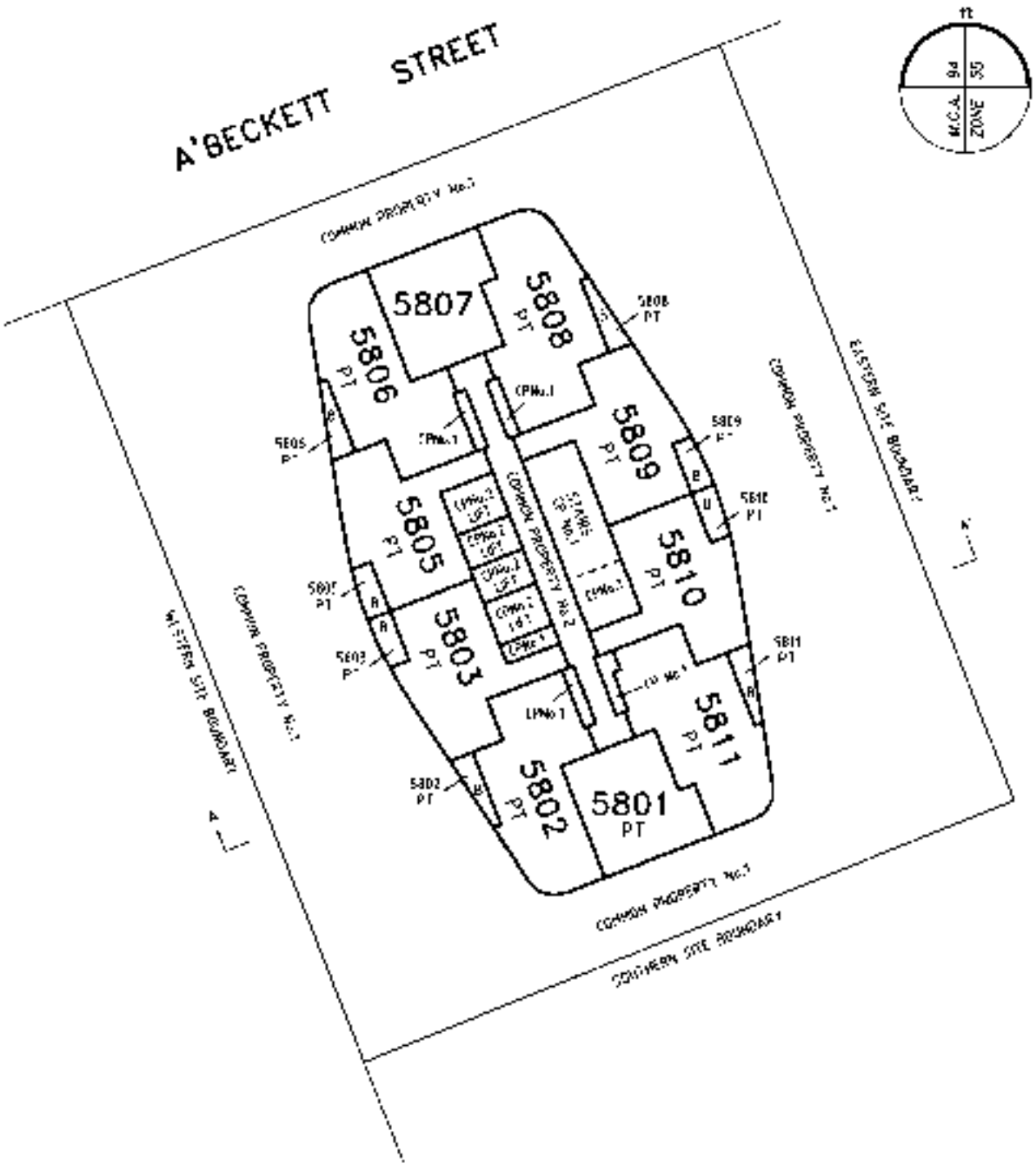
LEVEL 57
DIAGRAM 60

ORIGINAL		SCALE		Sheet 12
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

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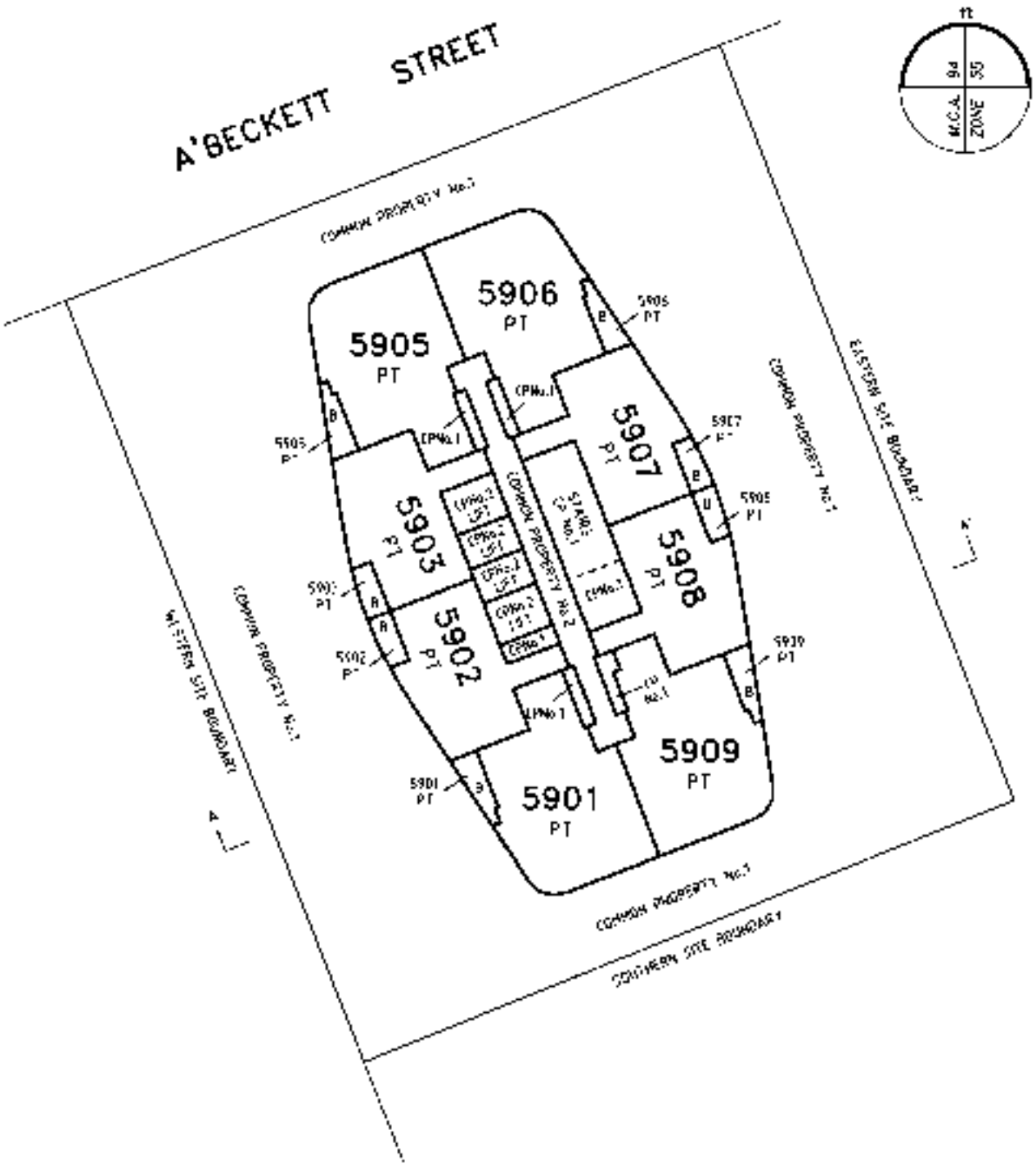
Bosco Jonson

LEVEL 58
DIAGRAM 61

ORIGINAL		SCALE		Sheet 13
SCALE 1:250	SHEET SIZE A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



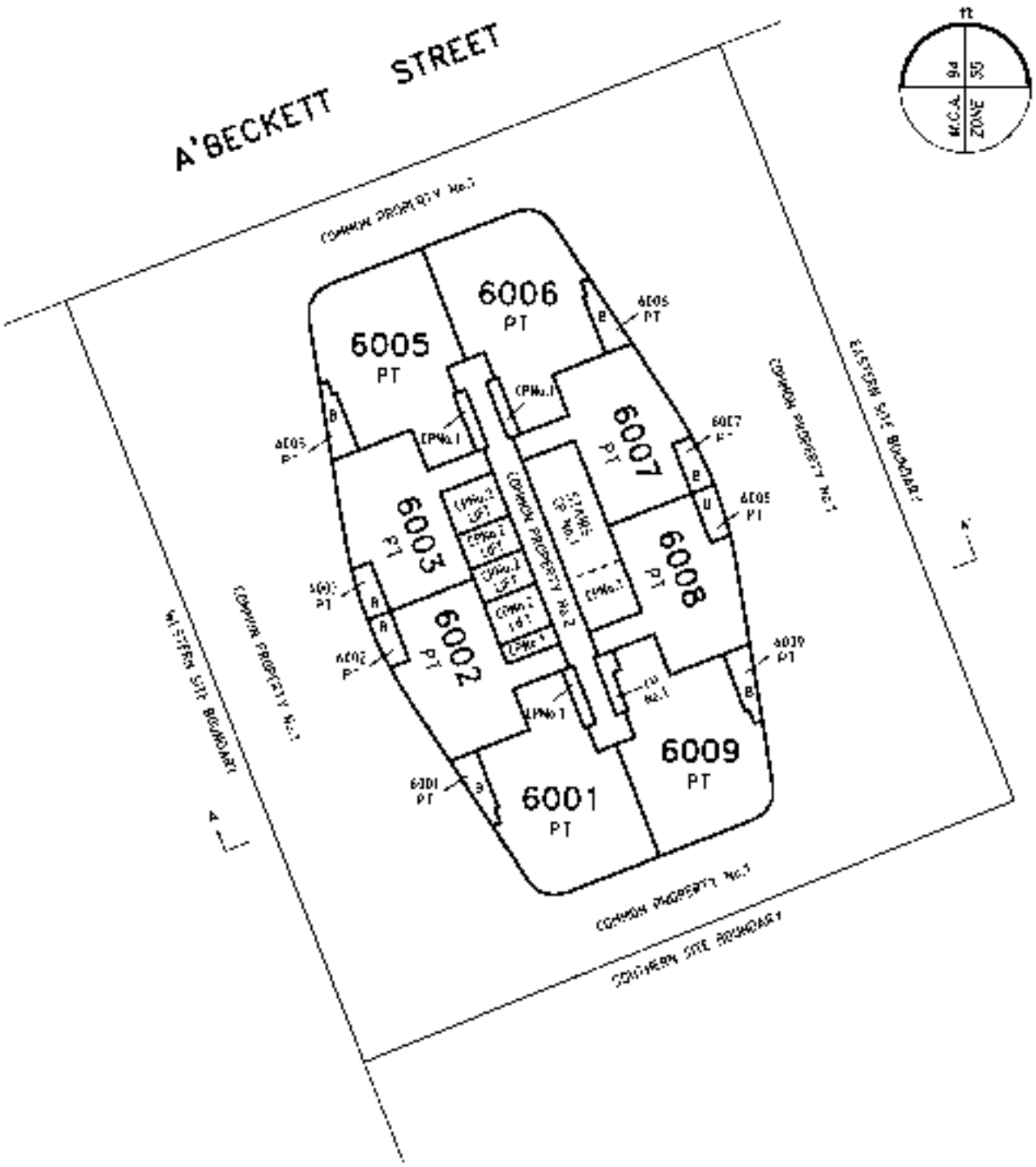
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Australia 03 9868 1400
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Bosco Jonson

LEVEL 59
DIAGRAM 62

ORIGINAL		SCALE		Sheet TL
SCALE: 1:250	SHEET SIZE: A3	2.5 0 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
PS 724927D



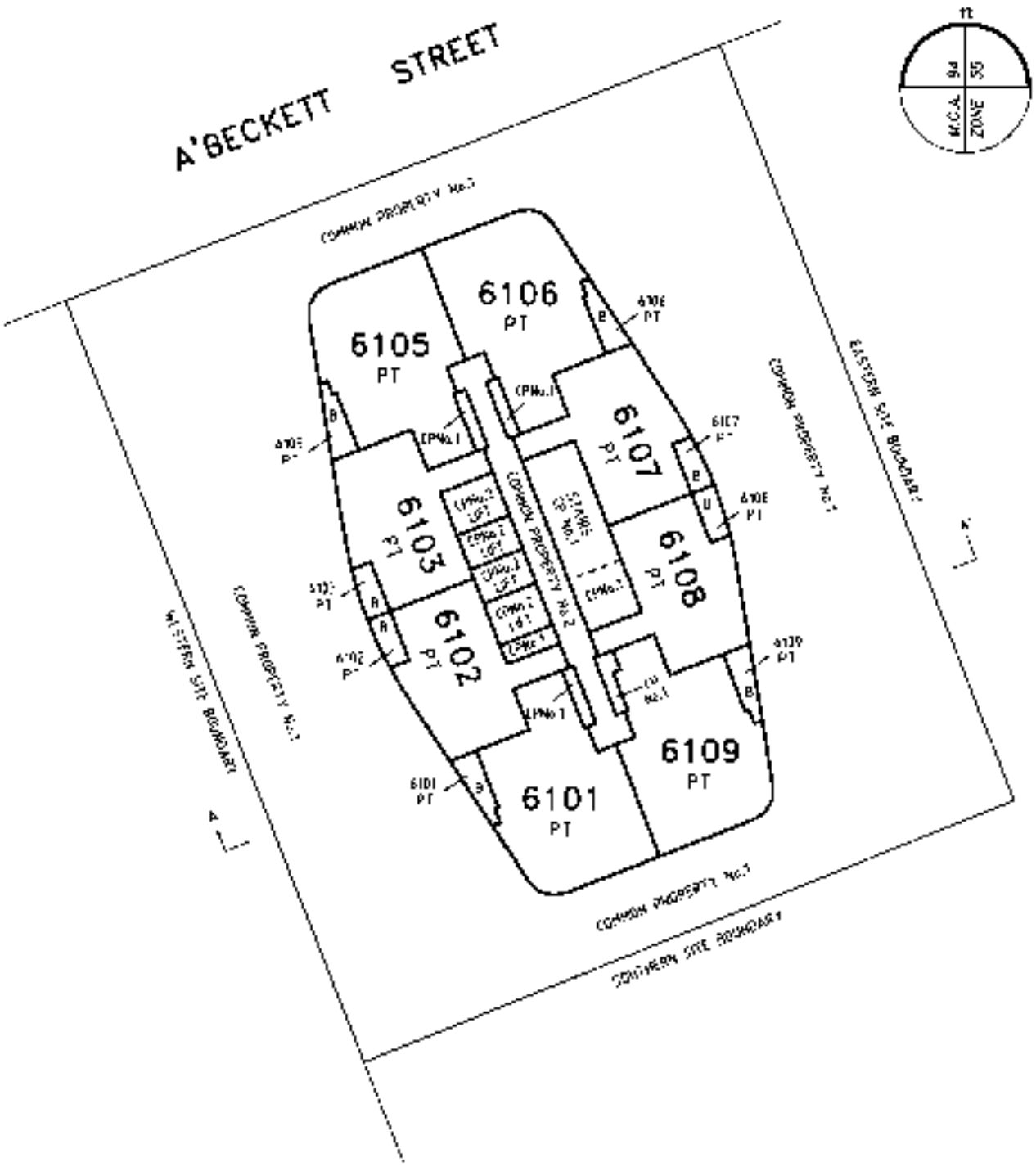
16 Eastern Road - South Melbourne
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Australia 03) 8855 1400
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Bosco Jonson

LEVEL 60
DIAGRAM 63

ORIGINAL		SCALE		Sheet 15
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

PLAN OF SUBDIVISION

Plan Number
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LEVEL 61
DIAGRAM 64

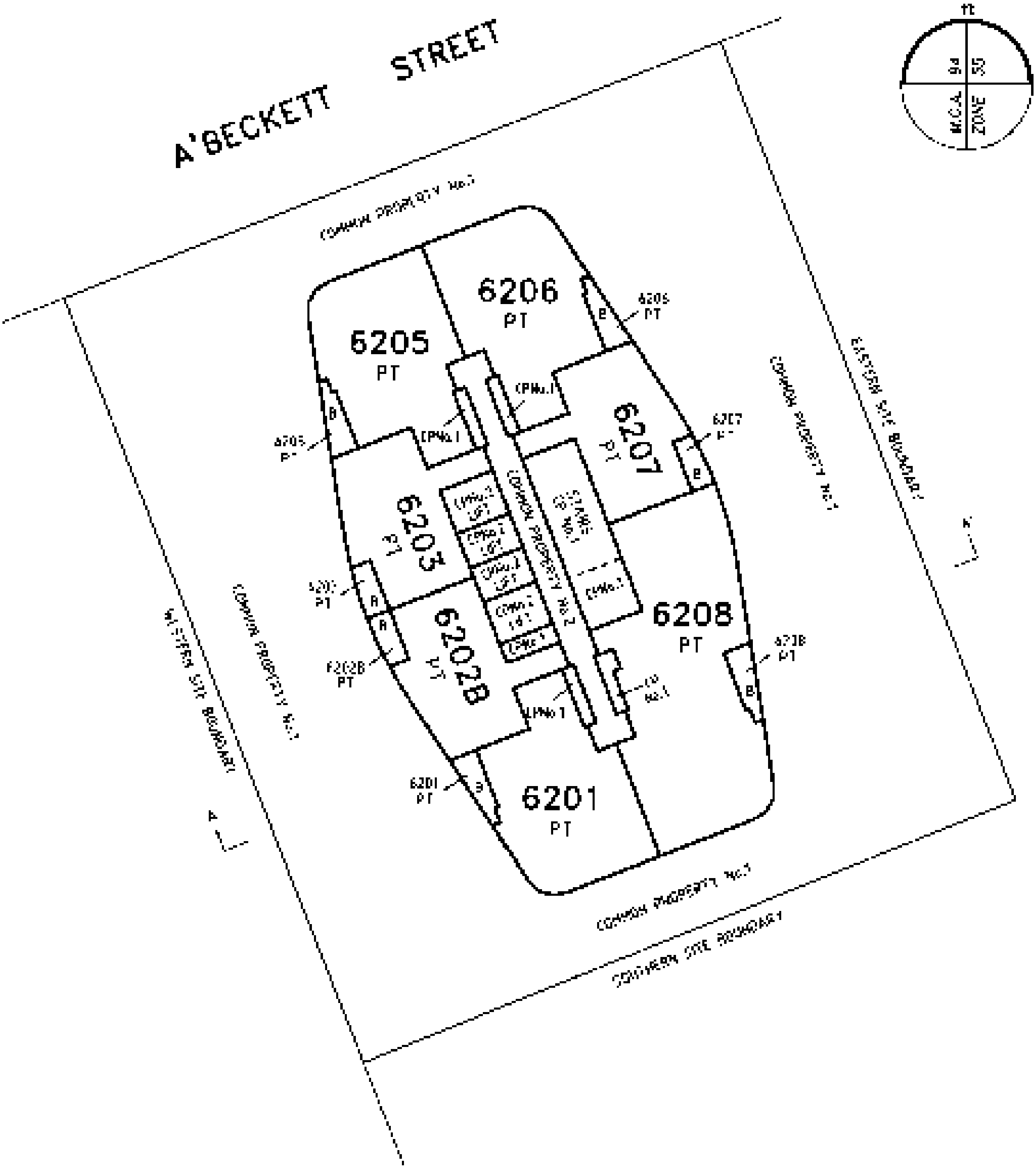
ORIGINAL		SCALE		Sheet 15
SCALE 1:250	SHEET SIZE A3	2.5 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 DWG VERSION	

Delivered by LANDATA, timestamp 21/05/2022 [illegible] Page 77 of 84

PLAN OF SUBDIVISION

Plan Number

PS 724927D



LEVEL 62
DIAGRAM 65

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veris

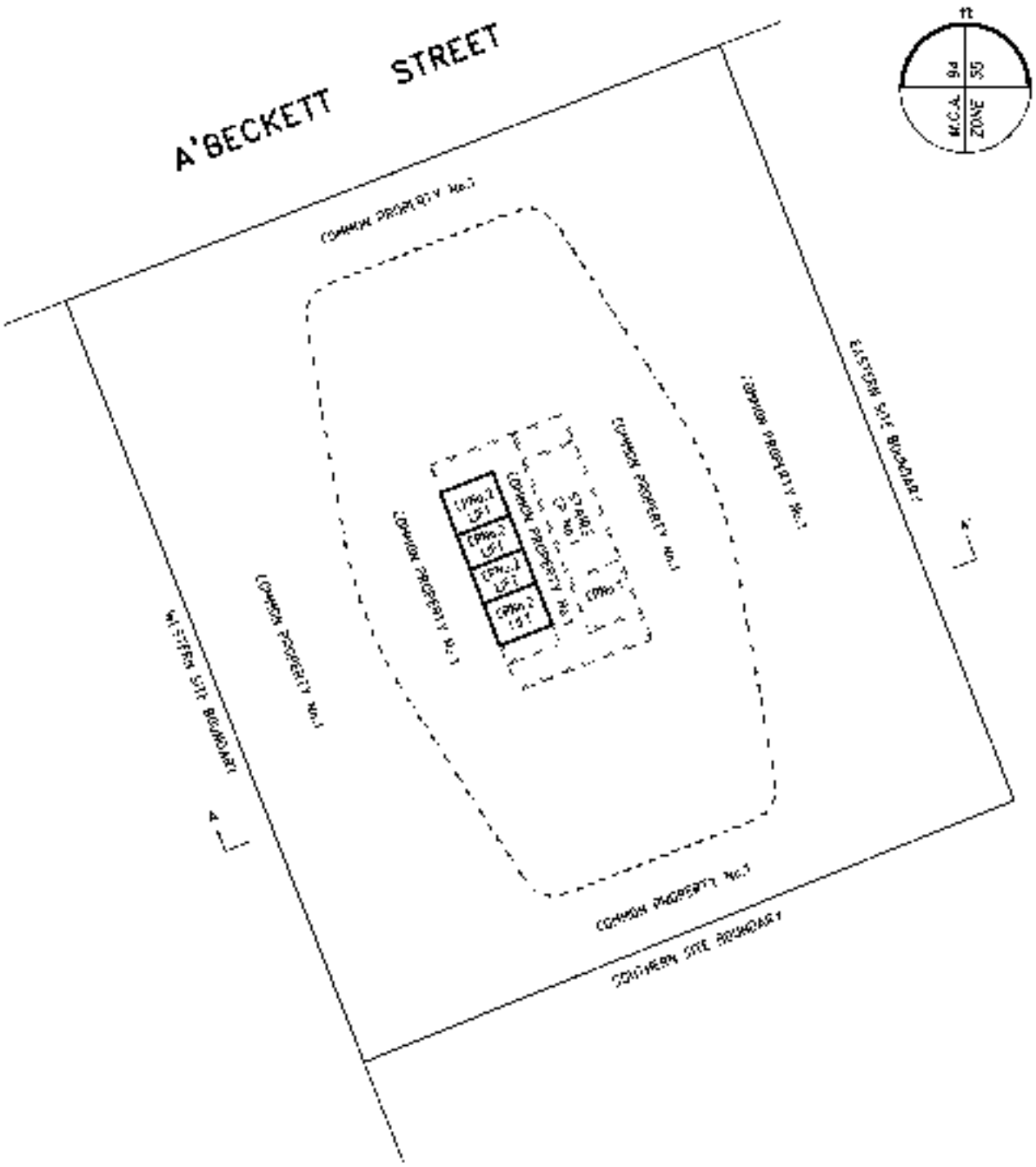
Bosco Jonson

ORIGINAL		SCALE		Sheet 77
SCALE 1:250	SHEET SIZE A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

PLAN OF SUBDIVISION

Plan Number

PS 724927D



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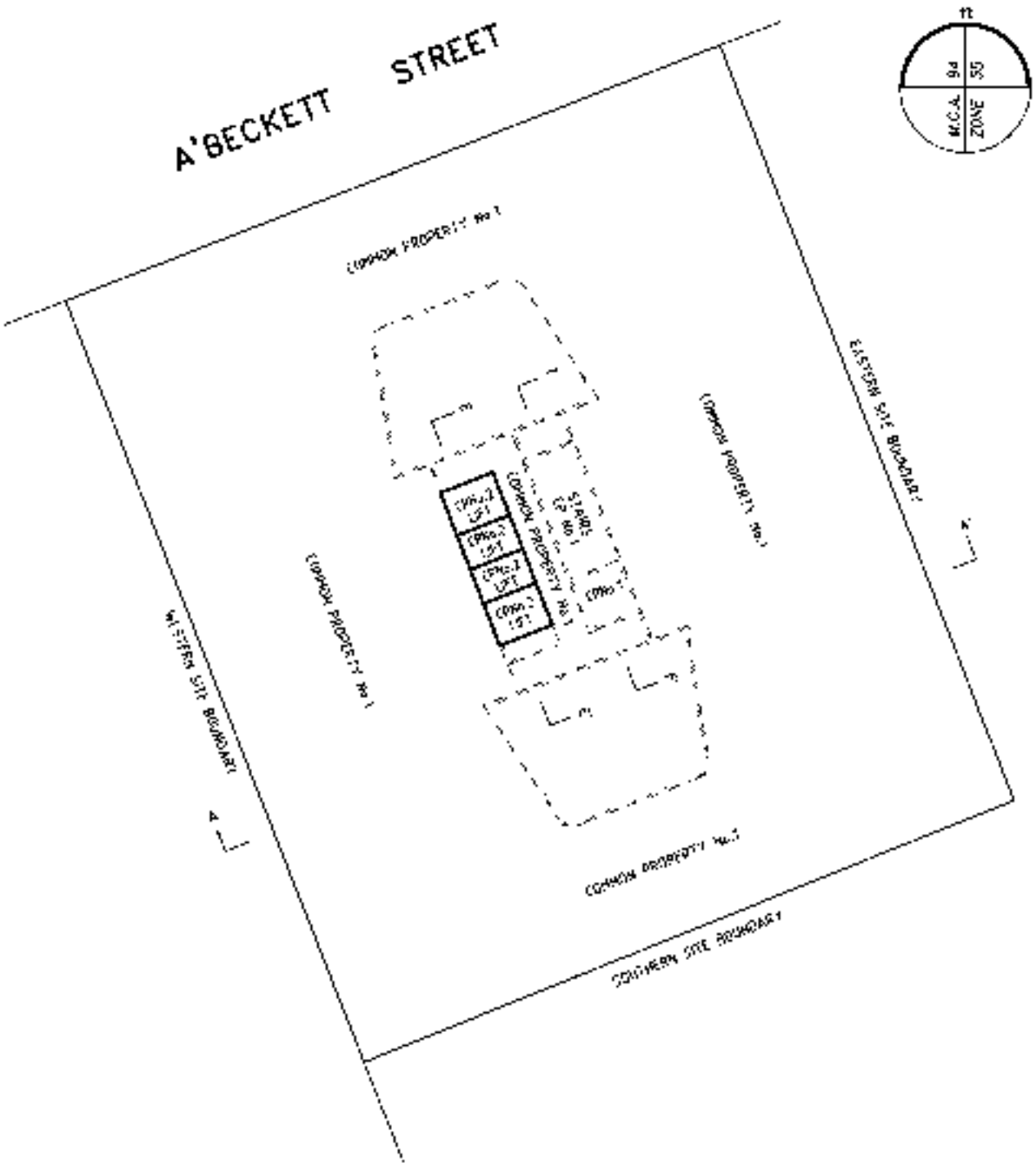
LEVEL 63
DIAGRAM 66

ORIGINAL		SCALE		Sheet 1 of 3
SCALE: 1:250	SHEET SIZE: A3	0 5 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG	

PLAN OF SUBDIVISION

Plan Number

PS 724927D



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LEVEL 64
DIAGRAM 67

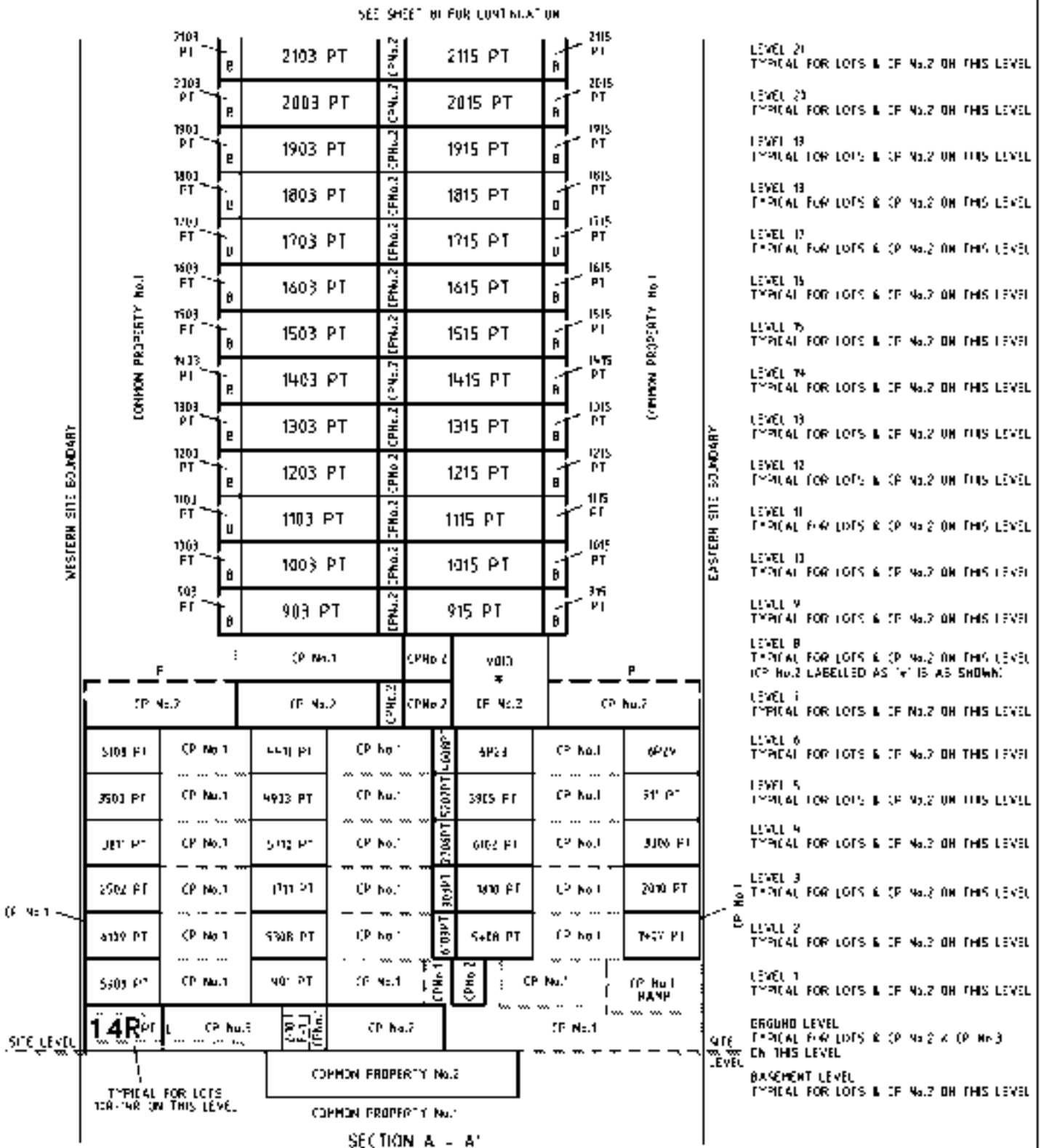
ORIGINAL		SCALE		Sheet 1 of
SCALE: 1:250	SHEET SIZE: A3	0 5 5 10	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 DWG VERSION	

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PLAN OF SUBDIVISION

Plan Number

PS 724927D



SECTION A - A'

NOT TO SCALE

REFER TO ADDITIONAL SECTIONS FOR RAMPS & LIFTS

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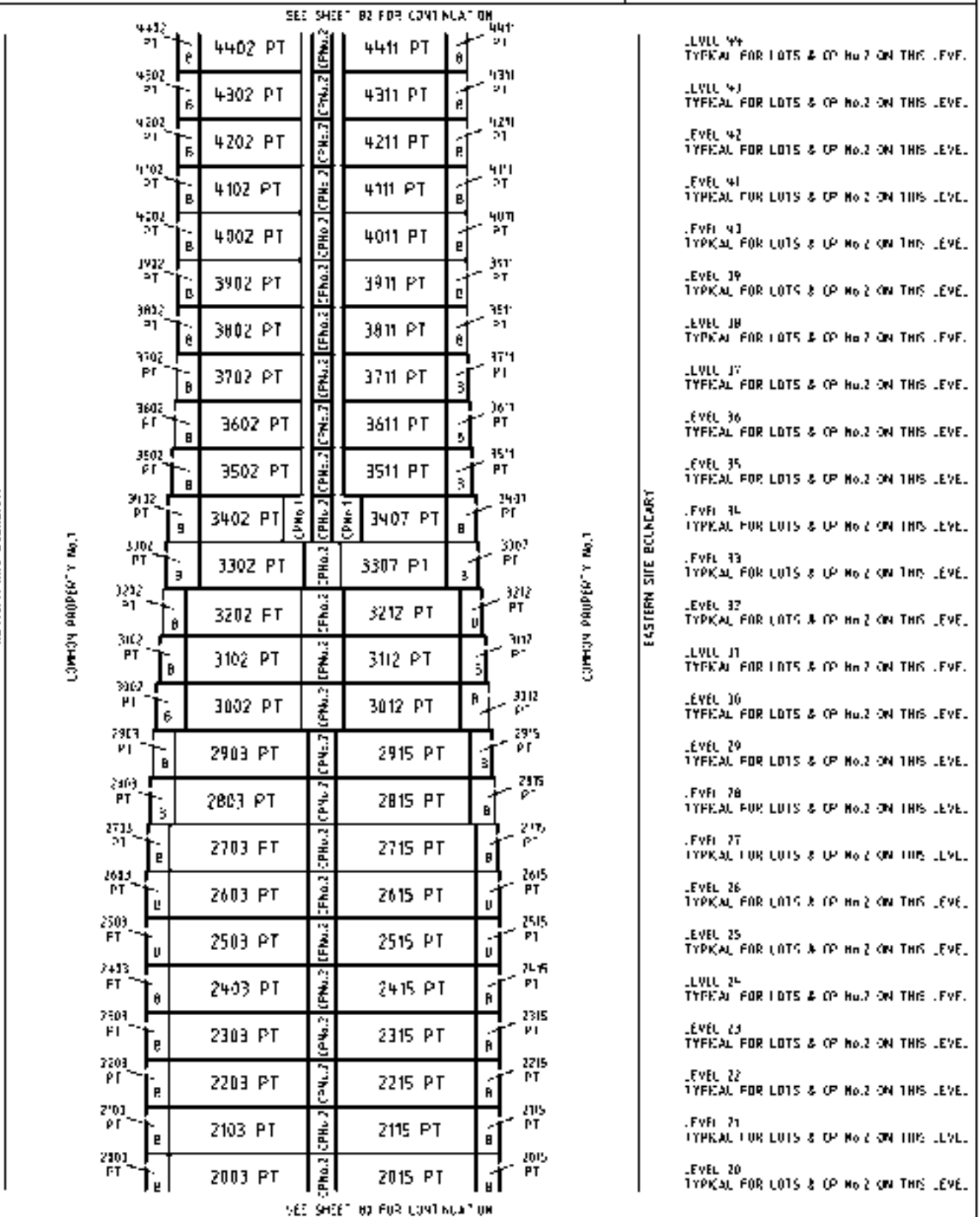
Bosco Jonson

ORIGINAL		SCALE		Sheet 30
SCALE: N/A	SHEET SIZE: A3	1	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
		LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29667013 VERSION	
			DWG	

PLAN OF SUBDIVISION

Plan Number

PS 724927D



LEVEL 44
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 43
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 42
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 41
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 40
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 39
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 38
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 37
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 36
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 35
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 34
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 33
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 32
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 31
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 30
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 29
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 28
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 27
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 26
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 25
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 24
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 23
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 21
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

LEVEL 20
TYPICAL FOR LOTS & CP No.2 ON THIS LEVEL

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Bosco Jonson

ORIGINAL		SCALE		Sheet 81
SCALE	SHEET SIZE	1		
N/A	A3	LENGTHS ARE IN METRES		

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

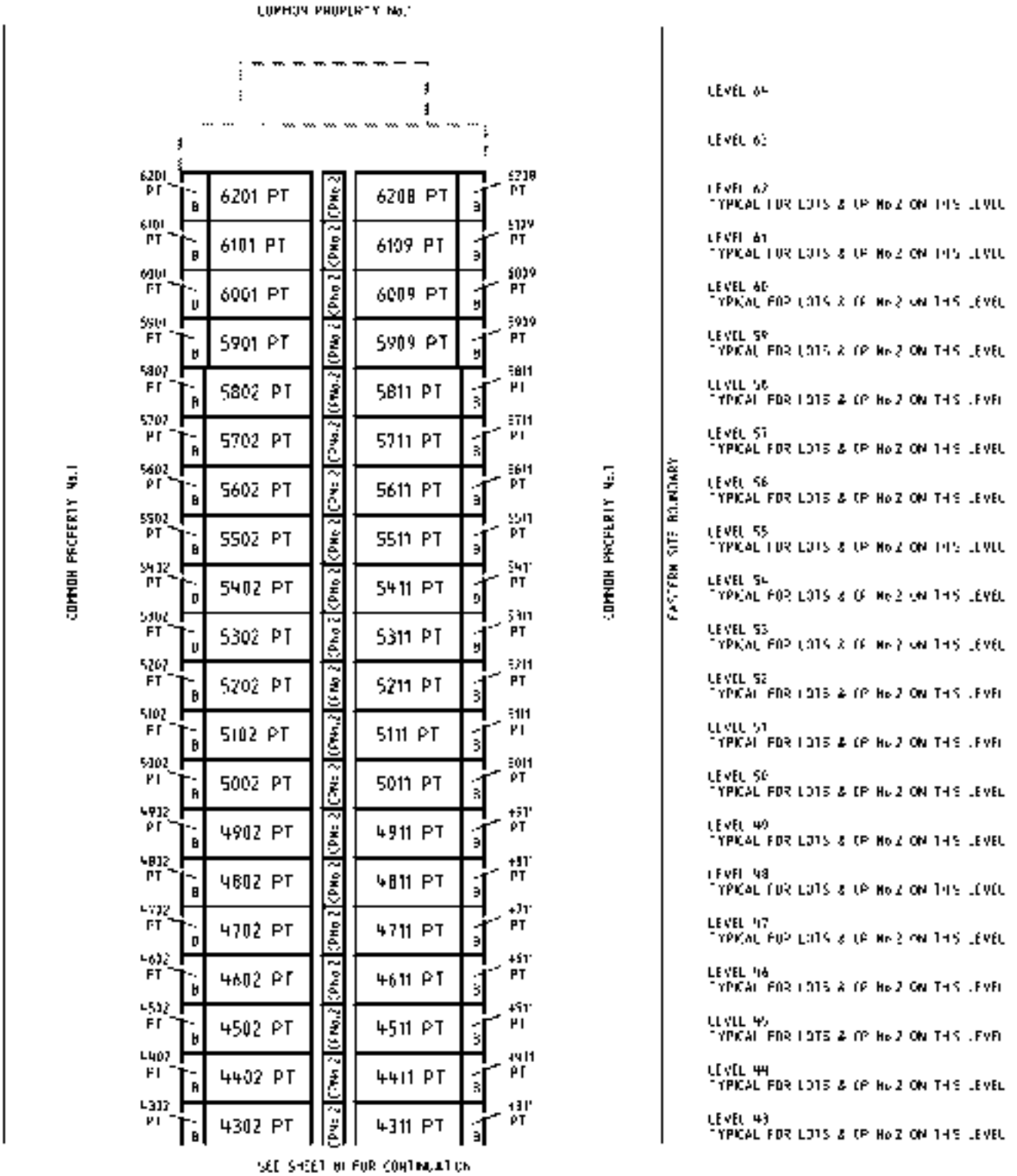
REF 29667013

DWG VERSION

PLAN OF SUBDIVISION

Plan Number

PS 724927D



SEE SHEET 81 FOR CONTINUATION

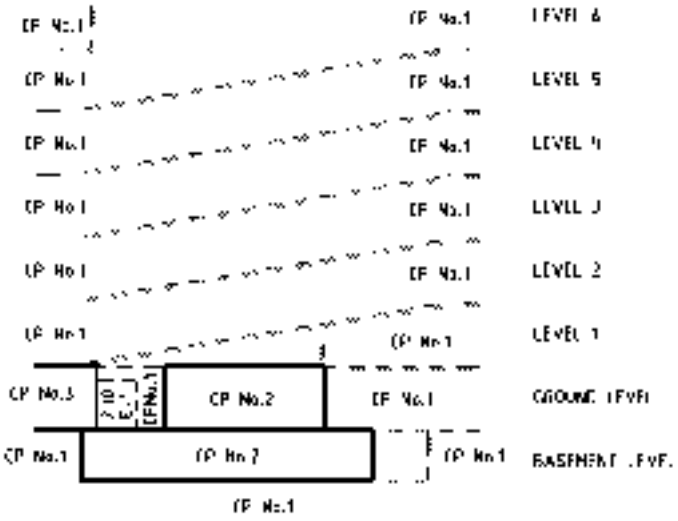
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Bosco Jonson

ORIGINAL		SCALE		Sheet 82
SCALE	SHEET SIZE	1	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
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			REF 29667013 VERSION	
			DWG	

PLAN OF SUBDIVISION

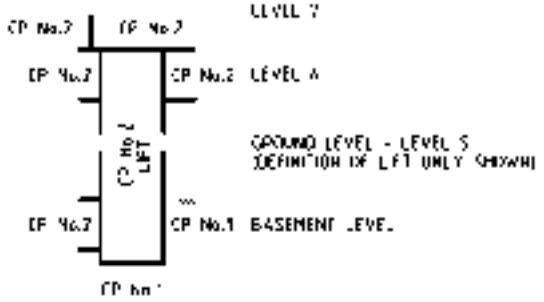
Plan Number

PS 724927D



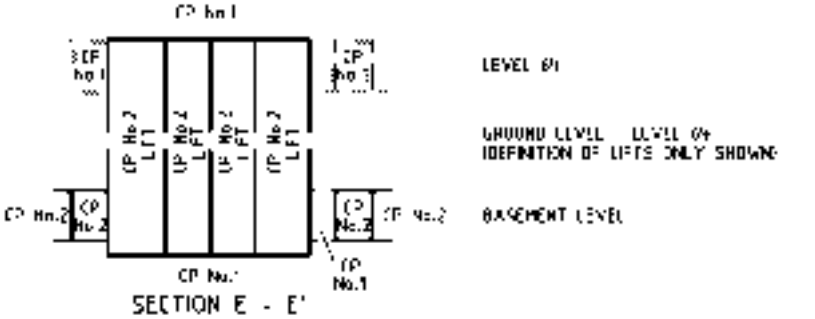
SECTION D - D'

NOT TO SCALE



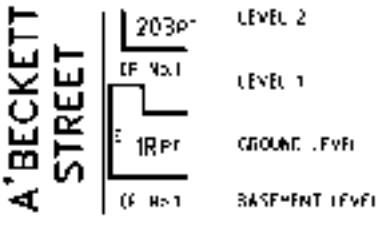
SECTION G - G'

NOT TO SCALE



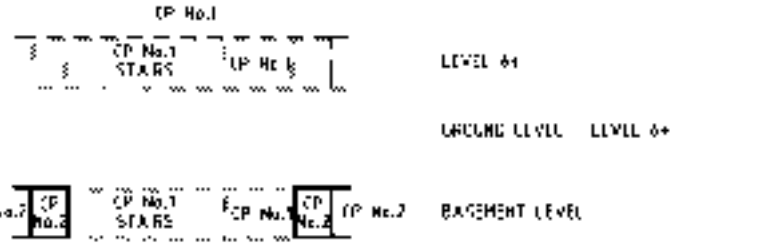
SECTION E - E'

NOT TO SCALE



SECTION H - H'

NOT TO SCALE



SECTION F - F'

NOT TO SCALE

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ORIGINAL SHEET SIZE	SCALE	Sheet 33
N/A A3	1 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 29667013 VERSION DWG

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS724927D

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS S3 9R 501 503, 911,916,1112,1116, 1902,2006 2008 2202, 2307,2310 2401 2911, 2909,2912 29043,2912, 2913,3016 3012 3108 3203,3211 3401 3501-3503,3505-3511, 3601 3603,3605 3611, 3701 3703,3705 3711, 3801 3803,3805 3811 3901-3903,3905-3911, 4201-4203,4205-4211 4101-4103,4105-4111, 4201-4203,4205-4211, 4301-4303,4305-4311, 4401-4403,4405-4411, 4501-4503,4505-4511, 4601-4603,4605-4611, 4701-4703,4705-4711, 4901-4903,4905-4911, 4801-4803,4805-4811, 5001-5003,5005-5011, 5101-5103,5105-5111, 5201-5203,5205-5211 5301-5303,5305-5311 5401-5403,5405-5411, 5501-5503,5505-5511, 5601 5603,5605 5611 5701 5703,5705 5711 5801-5803,5805-5809, 5901-5903,5905-5909, 6201-6203,6205-6209, 6101-6103,6105-6109, 6201-6203,6205-6208,	STAGE PLAN	PS724927D/S2	23/03/17	2	LJW
LOTS 6202 & 8R	LOTS 6202A & 9R(PT)	AMENDMENT SECTION 32	PS724927D/D1	31/07/17	3	RD
LOT S3	LOTS 10R, 11R, 12R,13R 14R & C PROP No 3	STAGE PLAN	PS724927D/S3	8/06/2018	4	RH
LOT 6202A	LOTS 6202B,1MB01-1MB04, 1MB08-1MB12, 1ST07,2ST08,3ST22, 2ST23,3ST29,3ST25, 5ST01,5ST21,5ST23, 5ST26,6ST20 4F14, 5P11 5P12 5P16 5P19 5P22 5P22 5P25 5P29 5P33,6P04 6P09 6P14 6P17 6P19 6P21 6P23 6P29,6P30 & 6P32-6P34	AMENDMENT SECTION 32	PS724927D/D2	15/06/18	5	H.L.

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Application to record covenant
Section 88(1) Transfer of Land Act 1958

AK290568L

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15/04/2013 $47 88E

Lodged by

Name Donaldson Thwaites

Phone: 9672 5900

Address: 3/94 William Street Melbourne

Reference: DJT:0487

Customer Code: 12157

The applicant applies for the recording in the Register of the covenant in relation to the burdened land.

Burdened land:	Certificate of title volume 11373 folio 046
Registered Proprietor of Burdened Land:	Welsh Calvinistic Methodist Connexion Pty Ltd ACN 082 041 220
Applicant:	Urbanest La Trobe Street Pty Ltd ACN 146 722 465 of Suite 102, Level 1, 95 Pitt Street, Sydney NSW 2000
Benefited land:	Certificate of title volume 11373 folio 045
Registered Proprietor of Benefited Land.	Urbanest La Trobe Street Pty Ltd ACN 146 722 465 of Suite 102, Level 1, 95 Pitt Street, Sydney NSW 2000
Covenant:	Welsh Calvinistic Methodist Connexion Pty Ltd ACN 082 041220 covenants with the Applicant with the intention that this covenant shall be registered against the title to lot 3 on plan of subdivision PS642741Y and each and every part thereof, and shall run at law and in equity for the benefit of the Applicant and its successors in title, the proprietors of lot 2 on plan of subdivision PS642741Y, and the burden of this covenant shall be annexed to and run at law and in equity with lot 3 on plan of subdivision PS642741Y for Welsh Calvinistic Methodist Connexion Pty Ltd ACN 082 041220 and its successors in title to lot 3 on plan of subdivision PS642741Y that Welsh Calvinistic Methodist Connexion Pty Ltd ACN 082 041220 and its successors in title to lot 3 on plan of subdivision PS642741Y shall not, nor knowingly permit the use of lot 3 on plan of subdivision PS642741Y or any part thereof for the purpose of, or in any way related to, a commercial student accommodation operation.

Date: 7 January 2013

Signature of applicant

SEE ANNEXURE PAGES

ME_[illegible]

Annexure Page
Transfer of Land Act 1958

AK290568L
15/04/2013 $147 BIE

This is page 2 of the application to record covenant form dated 7/11/2013 between Welsh Calvinist Methodist Connexion Pty Ltd ACN 082 041 220 and Urbanest La Trobe Street Pty Ltd ACN 146 722 465

Signature of the Parties

Executed by **Urbanest La Trobe Street Pty Ltd** by being signed by those persons who are authorised to sign for the company

Signature of director

Signature of director/company secretary
(Please delete as applicable)

BRIAN NICHOL
Full name (print)

EDWARD HAWKINS
Full name (print)

95 PITT STREET
Usual address (print)

SYDNEY NSW 2000

95 PITT STREET
Usual address (print)

SYDNEY NSW 2000

Approval No. 4761202A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Page must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

AK290568L

15/04/2013 $147 38E

Annexure Page

Transfer of Land Act 1958

This is page 3 of the application to record covenant form dated 7/11/2013 between Welsh Calvinist Methodist Connexion Pty Ltd ACN 062 041 220 and Urbanest La Trobe Street Pty Ltd ACN 146 722 465

Signature of the Parties

Executed by **Welsh Calvinistic Methodist Connexion Pty** Ltd by being signed by those persons who are authorised to sign for the company

Signature of director ← Signature of director ~~company secretary~~ ←
(Please delete as applicable)

CHRISTINE BOOMSMA
Full name (print)
15 OLIVEBANK ROAD
FERNTREE GULLY VIC 3156
Usual address (print)

DARREN JOHN GARDINER
Full name (print)
29 NORMANBY ROAD
~~GARDEN~~ BENTLEIGH EAST VIC. 3165
Usual address (print)

Approval No. 4761202A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

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Section 181

Form 18

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged by: Hunt & Hunt

Name:

Phone:

Address: 26/385 Bourke St

Ref: Melbourne 3000 Customer Code: 1188V

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land

Land: *The land identified as Lot 2 and Lot 3 on the attached plan being part of the land described in Certificate of Title Volume 10353 Folio 453.*

Authority:

Melbourne City Council
Town Hall
90 Swanston Street
Melbourne, Victoria, 3000

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: Kim Wood

Title of Officer: Chief Legal Counsel

Date: 25 July 2012

SUBDIVISION ACT 1988	STAGE No.	LRS USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION		**EDITION**	**PS**

LOCATION OF LAND

PARISH: MELBOURNE NORTH

TOWNSHIP: ------

SECTION: ------

CROWN SECTION: 59 (PART)

CROWN PORTION: ------

TITLE REFERENCES: VOL. 9353 FOL. 453

LAST PLAN REFERENCE: LOT 1 ON TP504826E

POSTAL ADDRESS: 312 - 318 LATROBE STREET AND 127- 141 A'BECKETT STREET, MELBOURNE VIC 3000
(at time of subdivision)

MGA CO-ORDINATES: E 320 420 ZONE: 55
(of approximate centre of land in plan) N 5 813 280

COUNCIL NAME : MELBOURNE CITY COUNCIL REF : SA-2010-117

SPEAR REF : S013643P

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

DEPTH LIMITATION: DOES NOT APPLY

THIS IS A SPEAR PLAN

STAGING: THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. TP-2010-988

SURVEY: THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ------

IN PROCLAIMED SURVEY AREA No. ------

312 LATROBE STREET, MELBOURNE

NUMBER OF LOTS IN THIS PLAN: 3

TOTAL AREA OF LAND IN THIS PLAN: <1.0648ha

NOTATIONS

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

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EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF

LRS USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☐

DATE / /

LRS USE ONLY

PLAN REGISTERED

TIME

DATE / /

.....

ASSISTANT REGISTRAR OF TITLES

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

SHEET 1 OF 7 SHEETS

ORIGINAL SHEET SIZE A3

REEDS CONSULTING

Reeds Consulting Pty. Ltd. ACN 005 139 547
Level 4, 440 Collins Street
Melbourne VIC 3000
Phone (03) 9600 1000 Fax (03) 9600 1099
email@reedsconsulting.com.au

LICENSED SURVEYOR (PRINT) CLARE ELIZABETH FOOTE

SIGNATURE DIGITALLY SIGNED DATE / /

REF: 21680/PS VERSION: F DATE: 27/03/12 TPS:F DON

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

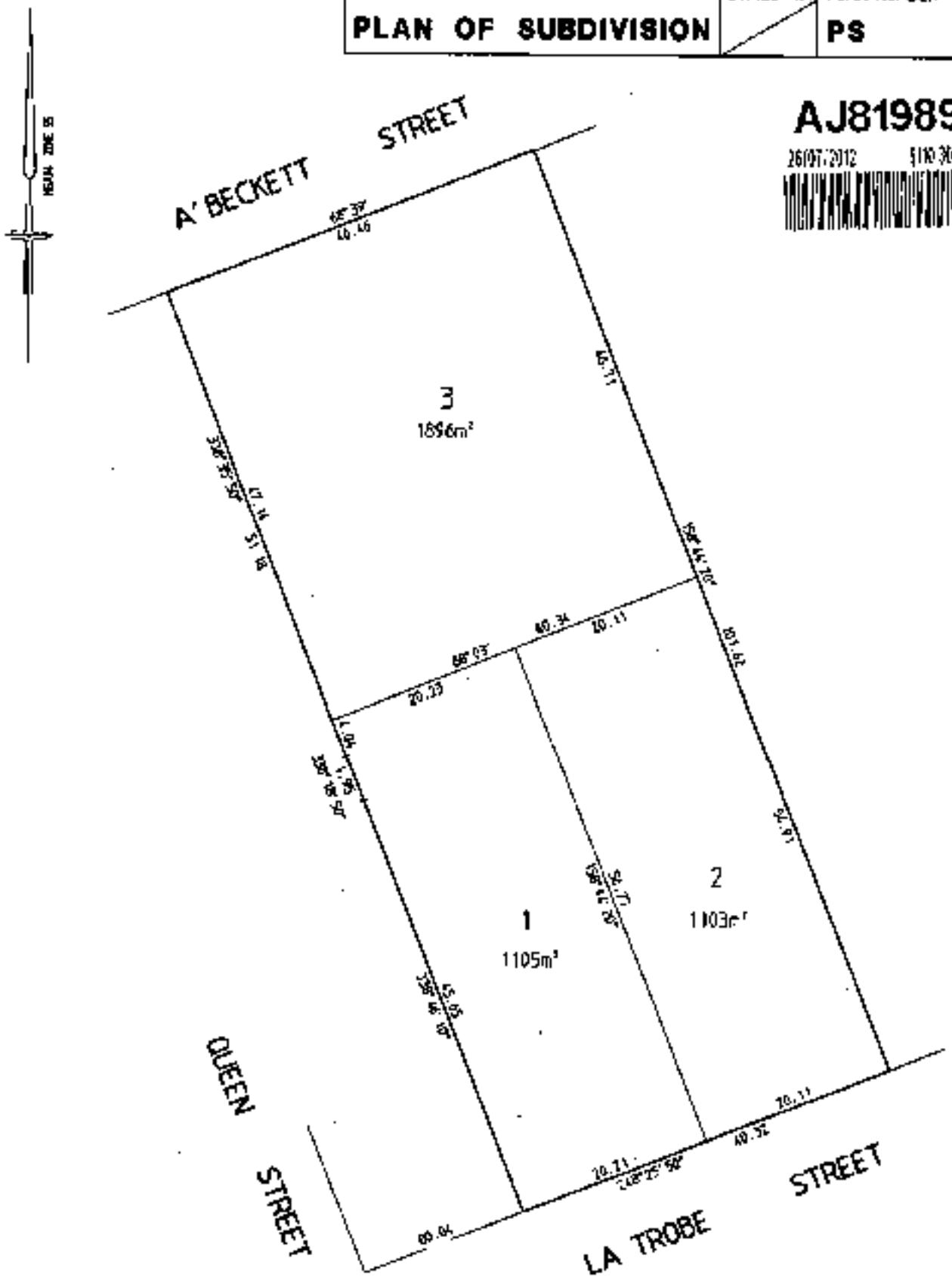
STAGE No.

PLAN NUMBER

PS

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REEDS CONSULTING

SCALE

5 0 5 10 15

LENGTHS ARE IN METRES

ORIGINAL SCALE 1:400 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....

SIGNATURE ..... DATE / /

REF: 21680/PS VERSION: F DATE 27/03/12 1PS2F.DGN

SHEET 2

DATE / /

COUNCIL DELEGATE SIGNATURE

SECTION 173 AGREEMENT

AJ819894N

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Dated the 24th day of July , 2012

MELBOURNE CITY COUNCIL

and

WELSH CALVINISTIC METHODIST CONNEXION PTY LTD
(ACN 082 014 220)

URBANEST LA TROBE STREET PTY LTD
(ACN 146 722 465)

Agreement under Section 173 of the *Planning and Environment Act 1987*

Land Parts of the land contained in Certificate of Title Volume 10353 Folio 453 known as 312-318 La Trobe Street and 127-141 A'Beckett Street, Melbourne

This agreement only applies to those parts of the Land shown as Lot 2 and Lot 3 on the Plan attached in Appendix A and defined by the agreement.

MELBOURNE CITY COUNCIL
Legal & Governance Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

Delivered by LANDATA®, timestamp 21/12/2022 09:55 Page 3 of 15

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SECTION 173 AGREEMENT

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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987
is made 24 July 2012

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26/07/2012 $110.30 173

BETWEEN: **MELBOURNE CITY COUNCIL** of Town Hall, Swanston Street, Melbourne, Victoria 3000 ("Council")

AND **WELSH CALVINISTIC METHODIST CONNEXION PTY LTD ACN 082 014 220 of 320 La Trobe Street, Melbourne, 3000 ("Owner")**

AND **URBANEST LA TROBE STREET PTY LTD ACN 146 722 455 of Suite 102, Level 1, Australia Square Plaza Building, 95 Pitt Street, Sydney, 2000 ("Anticipated Owner")**

The Parties referred to in Clause 1 as the "Owner" and Clause 1A as the Anticipated owner

RECITALS:

A. Council is the Responsible Authority for the administration of the Melbourne Planning Scheme.

B. The Owner is the registered proprietor of Lot 2 and Lots 3.

C. The Anticipated owner intends to become the registered proprietor of Lot 2.

D. The Council has issued the planning permit referred to in Item 3 of the schedule. A copy of the permit is available for inspection at the Council's Offices during normal business hours upon giving the Council reasonable notice

E. The permit allows for the use or development referred to in Item 4 of the schedule.

F. The permit is conditional on the owner's of the Land entering into an Agreement under Section 173 of the *Planning and Environment Act 1987* with the responsible authority. The agreement must provide for the matters referred to in Item 5 of the schedule.

G. The Land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

1.1. **"Act"** means the *Planning and Environment Act 1987*.

1.2. **"Anticipated owner"** means the person or persons referred to in Item 1A of the Schedule

1.3. **"Commencement Date"** means the date on which this Agreement commences and referred to in Item 7 of the Schedule.

1.4. **"Council's Representative"** means the person referred to in Item 8 of the Schedule

1.5 **"Land"** means the land described in Item 2 of the Schedule.

1.6. "Lot" means a lot on the Plan

1.7. **"Owner"** means the person or persons referred to in Item 1 of the Schedule.

1.8. **"Permit"** means the Planning Permit referred to in Item 3 of the Schedule.

1.9. **"Plan"** means the plan of the Land attached in Appendix A.

1.10. **"Planning Approval"** shall mean and include any planning permit issued in accordance with the Act.

1.11 **"Scheme"** means the Melbourne Planning Scheme.

1.12 **"Termination Date"** means the date or specified event referred to in Item 9 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

1.13. **"Works"** means the demolition works affecting Lots 2 and 3 as approved under City of Melbourne Planning Permit TP-2010-888, together with structural re-instatement works for Lot 3 and those necessary to cause the boundary between Lots 2 and 3 and adjacent buildings to become compliant with the *Building Act 1993* and the Building Regulations 2006.

2. INTERPRETATION

2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.

2.2. A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body.

2.4. If either the Owner or the Anticipated owner is more than one person this Agreement binds them jointly and each of them severally.

2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it and a regulation or statutory instrument issued under it.

2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.7 The recitals to this Agreement are and will be deemed to form part of this Agreement.

2.8 Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council, the Owner and the Anticipated owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. EFFECT OF AGREEMENT

4.1. Agreement runs with the Land

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This Agreement shall be deemed to come into force and effect as from the date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land until this Agreement ends under clause 18.

4.2. **Planning Objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

4.3 **Binding Covenants**

The obligations of the Owner and the Anticipated owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and the Anticipated owner (as the case may be) and each successor, assign or transferee of the Owner and the Anticipated owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. **SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner and the Anticipated owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's and the Anticipated owner's successors in title

5.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

5.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner or the Anticipated owner appears and in addition to the name of the Owner or the Anticipated owner.

6. **DISCLOSURE BY OWNER**

For the purposes of this Agreement, the Owner discloses the interests of the Anticipated owner in Lot 2 under a Conditional Contract.

7. **COVENANTS OF OWNER**

In respect to Lot 3, the Owner covenants and agrees that:

7.1. the Works will be carried out in accordance with all necessary permits and approvals that are to be first obtained to the satisfaction of the Council; and

7.2. with the exception of Clause 6, there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council; and

7.3. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to on Section 42 of the Transfer of Land Act; and

7.4. it will do all things reasonably necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings; and

7.5. it consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section, and

7.6. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from the Owner's breach of this Agreement.

8. COVENANTS OF ANTICIPATED OWNER

In respect to Lot 2, the Anticipated owner covenants and agrees that:

8.1 the Works will be carried out in accordance with all necessary permits and approvals that are to be first obtained to the satisfaction of the Council; and

8.2 with the exception of Clause 6, there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner and the Anticipated owner affecting the Land not disclosed by the usual searches or notified to the Council; and

8.3. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to on Section 42 of the Transfer of Land Act; and

8.4. it will do all things reasonably necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Anticipated owner carries out the Anticipated owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Anticipated owner of such covenants and undertakings; and

8.5. it consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section; and

8.6. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from the Anticipated owner's breach of this Agreement.

9. EFFECT OF SALE OF LOT 2 NOT PROCEEDING

If the sale of Lot 2 to the Anticipated Owner does not proceed by 1 February 2015, subject to the limitation in Clause 10 the Owner shall become responsible for the obligations of the Anticipated owner contained in this Agreement and, without limiting the preceding, the covenants in clause 8.

10 LIMITATION OF LIABILITY OF OWNER

A liability of the Owner arising under or in connection with this Agreement is limited to and can

be enforced against the Owner only to the extent to which it can be satisfied out of the portion of the Land the liability relates to

11. COSTS

11.1. The Owner and the Anticipated owner shall forthwith pay on demand to the Council the Council's costs and expenses including legal expenses of and incidental to:

11.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's or Anticipated owner's part (as the case may be) to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained,

11.1.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties, and

11.1.3. any request by the Owner or the Anticipated owner (as the case may be) for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

12. DEFAULT

In the event of the Owner or the Anticipated owner defaulting or failing to perform any of the Owner's or Anticipated owner's obligations under this Agreement, the Council, may without prejudice to any other remedies, rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner or the Anticipated owner (as the case may be) and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

13. INTEREST AND CHARGE

13.1 If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.

13.2 Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

14. NOTICES

14.1. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties are set out in the Schedule,

14.1.1. by delivering it personally to that party;

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14.1.2 by sending it by prepaid post, or

14.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

14.2. and notice or other communication is deemed served:

14.2.1. if delivered, on the next following business day;

14.2.2. if posted, on the expiration of two business days after the date of posting; or

14.2.3. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

15. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

16. OWNER'S AND ANTICIPATED OWNER'S ACKNOWLEDGMENT

The Owner and the Anticipated owner expressly acknowledge and agree that nothing in this Agreement nor the performance by the Owner or the Anticipated owner (as the case may be) of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

17. NO WAIVER

Any time or other indulgence granted by the Council to the Owner or the Anticipated owner (as the case may be) or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner or the Anticipated owner (as the case may be) will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement

18. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

19. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any of the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negatived and excluded from this Agreement.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

21. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

22. ENDING OF AGREEMENT

22.1. This Agreement shall cease to operate on the termination date or otherwise as contemplated in Item 9 of the Schedule.

22.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner or the Anticipated owner (as the case may be) make application to the Registrar of Titles under Section 183 (2) of the Act to cancel the recording of this Agreement on the Register.

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26/07/2012 $110.30 T3

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by **CHRIS BLACKWOOD, TEAM LEADER LAND SURVEY** pursuant to an Instrument of Delegation authorised by Resolution of Council)

.....

.....
Witness

EXECUTED by WELSH CALVINISTIC METHODIST CONNEXION PTY LTD ACN 052 014 710 in accordance with section 127(1) of the *Corporations Act* 2001 (Cth) in the presence of:)

.....

Director .....

Full Name CHRISTINE SOOMSMA

Usual Address 15 DELCHARK ROAD FERNTREE GULLY VIC. 3156

Director/Secretary .....

Full Name DARREN JOHN GARDINER

Usual Address 31 ROSEMARY ROAD BENTLEIGH EAST VIC 3165

EXECUTED by URBANEST LA TROBE STREET PTY LTD ACN 146 722 465 in accordance with section 127(1) of the *Corporations Act* 2001 (Cth) in the presence of:)

Director .....

Full Name DAVID MUNRO

Usual Address 95 PITT STREET SYDNEY NSW 2000

Director/Secretary .....

Full Name EDWARD JOHN MANNENS

Usual Address 95 PITT STREET SYDNEY NSW 2000

Lodged by [illegible]

SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1	Owner	WELSH CALVINSTIC METHODIST CONNEXION PTY LTD ACN 082 014 220 of 320 La Trobe Street, Melbourne and the transferees or successors in title to Lot 1 and 3 on the Plan.
1A.	Anticipated owner	URBANEST LA TROBE STREET PTY LTD ACN 145 722 465 of Suite 102, Level 1, Australia Square Plaza Building, 95 Pitt Street, Sydney and the transferees or successors in title to Lot 2 on the Plan
2	Land description by address and Certificate of Title details	Lot 2 and Lot 3 on the Plan being parts of the land contained in Certificate of Title Volume 10353 Folio 453 known as 312-318 La Trobe Street and 127-141 A'Becket Street Melbourne
3.	Permit Number and date issued	TP-2010-988 dated 1 March 2011
4.	What the Permit allows	Subdivision in accordance with PS642741Y
5.	What the condition requiring the Agreement provides for	Unless the demolition works affecting Lots 2 and 3 as approved under City of Melbourne Planning Permit TP-2010-988 and structural re-instatement works for Lot 3 occur to the satisfaction of the Responsible Authority prior to issuing a statement of compliance for the subdivision, a legally binding agreement under Section 173 of the Planning and Environment Act 1987 shall be entered into between the land owner and the Responsible Authority concerning those works. The agreement must ensure the boundary between Lots 2 and 3 and adjacent buildings are caused to become compliant with the Building Regulations. Furthermore the agreement must indemnify Council against any claims and contain such other conditions as may be required by Council's solicitors.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	Not Applicable
7.	Commencement date	The date of execution of this agreement.
8.	Council's Representative is:	Chris Blackwood, Team Leader Land Survey

9.	Termination date or specified event	Compliance with the Covenants of the Owner and the Anticipated owner or otherwise by agreement of the parties
10.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne VIC 3000 Ph: 9658 9658 Facsimile: 9654 4854
12	Address, phone and facsimile of Owner	320 La Trobe Street, Melbourne **Tel** – (03) 9329 5139
13.	Address, phone and facsimile of Anticipated owner	Suite 102, Level 1, Australia Square Plaza Building, 95 Pitt Street, Sydney 2000. Tel – (02) 8415 6400 Fax – (02) 8415 6401

APPENDIX A - PLAN

SUBDIVISION ACT 1988	STAGE No.	LRS USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION		**EDITION**	**PS**

LOCATION OF LAND

PARISH: MELBOURNE NORTH

TOWNSHIP: ------

SECTION: ------

CROWN SECTION: 39 (PART)

CROWN PORTION: ------

TITLE REFERENCES: VOL 10353 FOL 453

LAST PLAN REFERENCE: LOT 1 ON TP804582E

POSTAL ADDRESS: 312 - 318 LATROBE STREET AND
(at time of subdivision) 127- 141 A'BECKETT STREET,
MELBOURNE VIC 3000

MGA CO-ORDINATES: E 320 420 ZONE: 55
(of approx centre of land in plan) N 5 813 280

COUNCIL NAME : MELBOURNE CITY COUNCIL REF : SA-2010-113

SPEAR REF : S010463P

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

DEPTH LIMITATION: DOES NOT APPLY

THIS IS A SPEAR PLAN

STAGING: THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. TP-2010-988

SURVEY: THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ---------
IN PROCLAIMED SURVEY AREA No. ---------

312 LATROBE STREET, MELBOURNE

NUMBER OF LOTS IN THIS PLAN: 3
TOTAL AREA OF LAND IN THIS PLAN: 4104m²

NOTATIONS

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

AJ819894N

26/07/2012 $110.30 173

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF

LRS USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED ☐

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PLAN REGISTERED

TIME

DATE / /

.....
ASSISTANT REGISTRAR OF TITLES

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 1 OF 2 SHEETS

ORIGINAL SHEET SIZE A3

REEDS CONSULTING

Reeds Consulting Pty. Ltd. ACN 005 [illegible]
Level 4, 140 Gilbertson Street
Melbourne VIC 3000
phone (03) 9600 9000 fax (03) 9600 9001
email [illegible]

LICENSED SURVEYOR (PRINT) ....CLARE ELIZABETH FOOTE....

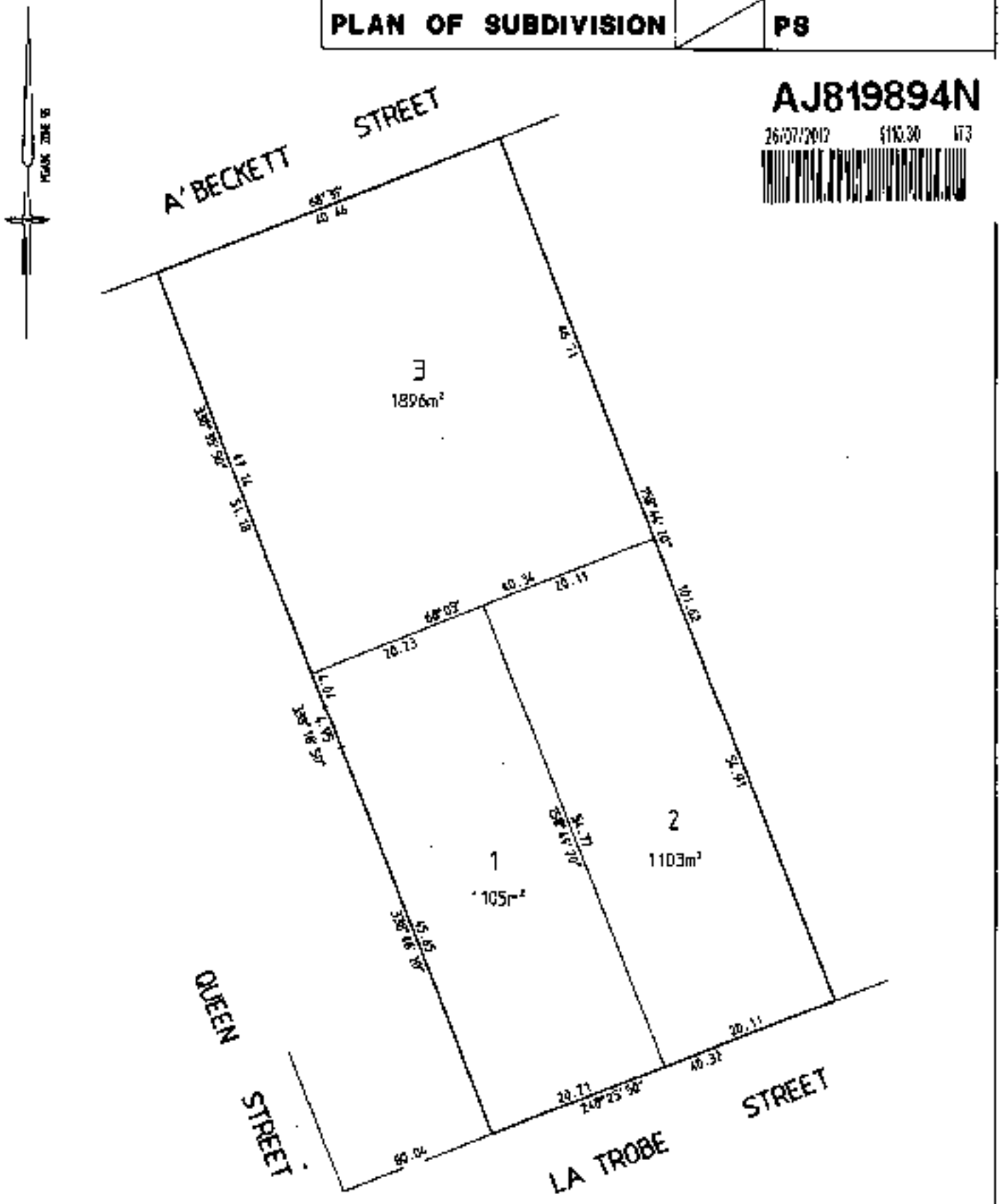
SIGNATURE ....DIGITALLY SIGNED.... DATE / /

REF: 21680/PS VERSION: F DATE: 27/02/12 PS1F.DGN

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS**

AJ819894N

26/07/2012 $130.30 673



REEDS CONSULTING

Reeds Consulting Pty Ltd
Level 9, 440 Elizabeth Street
Melbourne VIC 3000
phone (03) 8668 3000 fax (03) 8668 3000

SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 2
5 0 5 10 15 LENGTHS ARE IN METRES	1:400	A3	SIGNATURE DATE / /	DATE / / COUNCIL DELEGATE SIGNATURE
			REF: 21680/PS VERSION: F DATE: 27/03/12	PS2F.DGN

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724927D

The land in PS724927D is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1MB01, 1MB02, 1MB03, 1MB04, 1MB08, 1MB09, 1MB10, 1MB11, 1MB12, 1R, 1ST07, 2ST08, 3ST22, 3ST23, 3ST25, 4P14, 5P11, 5P12, 5P18, 5P19, 5P22, 5P25, 5P29, 5P33, 5ST01, 5ST21, 5ST23, 5ST26, 6P06, 6P09, 6P14, 6P17, 6P19, 6P21, 6P23, 6P29, 6P30, 6P32, 6P33, 6P34, 6ST20, 9R, 10R, 11R, 12R, 13R, 14R, 201 - 203, 205, 301 - 303, 305, 401 - 403, 405, 501 - 503, 505, 601 - 603, 605, 901 - 903, 905 - 913, 915, 916, 1001 - 1003, 1005 - 1013, 1015, 1016, 1101 - 1103, 1105 - 1113, 1115, 1116, 1201 - 1203, 1205 - 1213, 1215, 1216, 1301 - 1303, 1305 - 1313, 1315, 1316, 1401 - 1403, 1405 - 1413, 1415, 1416, 1501 - 1503, 1505 - 1513, 1515, 1516, 1601 - 1603, 1605 - 1613, 1615, 1616, 1701 - 1703, 1705 - 1713, 1715, 1716, 1801 - 1803, 1805 - 1813, 1815, 1816, 1901 - 1903, 1905 - 1913, 1915, 1916, 2001 - 2003, 2005 - 2013, 2015, 2016, 2101 - 2103, 2105 - 2113, 2115, 2116, 2201 - 2203, 2205 - 2213, 2215, 2216, 2301 - 2303, 2305 - 2313, 2315, 2316, 2401 - 2403, 2405 - 2413, 2415, 2416, 2501 - 2503, 2505 - 2513, 2515, 2516, 2601 - 2603, 2605 - 2613, 2615, 2616, 2701 - 2703, 2705 - 2713, 2715, 2716, 2801 - 2803, 2805 - 2813, 2815, 2816, 2901 - 2903, 2905 - 2913, 2915, 2916, 3001 - 3003, 3005 - 3013, 3101 - 3103, 3105 - 3113, 3201 - 3203, 3205 - 3213, 3301 - 3303, 3305 - 3307, 3401 - 3403, 3405 - 3407, 3501 - 3503, 3505 - 3511, 3601 - 3603, 3605 - 3611, 3701 - 3703, 3705 - 3711, 3801 - 3803, 3805 - 3811, 3901 - 3903, 3905 - 3911, 4001 - 4003, 4005 - 4011, 4101 - 4103, 4105 - 4111, 4201 - 4203, 4205 - 4211, 4301 - 4303, 4305 - 4311, 4401 - 4403, 4405 - 4411, 4501 - 4503, 4505 - 4511, 4601 - 4603, 4605 - 4611, 4701 - 4703, 4705 - 4711, 4801 - 4803, 4805 - 4811, 4901 - 4903, 4905 - 4911, 5001 - 5003, 5005 - 5011, 5101 - 5103, 5105 - 5111, 5201 - 5203, 5205 - 5211, 5301 - 5303, 5305 - 5311, 5401 - 5403, 5405 - 5411, 5501 - 5503, 5505 - 5511, 5601 - 5603, 5605 - 5611, 5701 - 5703, 5705 - 5711, 5801 - 5803, 5805 - 5811, 5901 - 5903, 5905 - 5909, 6001 - 6003, 6005 - 6009, 6101 - 6103, 6105 - 6109, 6201, 6202B, 6203, 6205 - 6208.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 2 2 GLENFERRIE ROAD MALVERN VIC 3144

OC032774J 17/11/2016

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. OC032776E 17/11/2016

Additional Owners Corporation Information:

OC032774J 17/11/2016

Notations:

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

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1MB01	0.02	0.02
Lot 1MB02	0.02	0.02
Lot 1MB03	0.02	0.02
Lot 1MB04	0.02	0.02
Lot 1MB08	0.02	0.02
Lot 1MB09	0.02	0.02
Lot 1MB10	0.02	0.02
Lot 1MB11	0.02	0.02
Lot 1MB12	0.02	0.02
Lot 1R	45	45
Lot 1ST07	0.02	0.02
Lot 2ST08	0.02	0.02
Lot 3ST22	0.02	0.02
Lot 3ST23	0.02	0.02
Lot 3ST25	0.02	0.02
Lot 4P14	0.03	0.03
Lot 5P11	0.03	0.03
Lot 5P12	0.03	0.03
Lot 5P18	0.03	0.03
Lot 5P19	0.03	0.03
Lot 5P22	0.03	0.03
Lot 5P25	0.03	0.03
Lot 5P29	0.03	0.03
Lot 5P33	0.03	0.03
Lot 5ST01	0.02	0.02
Lot 5ST21	0.02	0.02

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Land Parcel	Entitlement	Liability
Lot 5ST23	0.02	0.02
Lot 5ST26	0.02	0.02
Lot 6P06	0.03	0.03
Lot 6P09	0.03	0.03
Lot 6P14	0.03	0.03
Lot 6P17	0.03	0.03
Lot 6P19	0.03	0.03
Lot 6P21	0.03	0.03
Lot 6P23	0.03	0.03
Lot 6P29	0.03	0.03
Lot 6P30	0.03	0.03
Lot 6P32	0.03	0.03
Lot 6P33	0.03	0.03
Lot 6P34	0.03	0.03
Lot 6ST20	0.01	0.01
Lot 9R	128	128
Lot 10R	171	171
Lot 11R	100	100
Lot 12R	100	100
Lot 13R	100	100
Lot 14R	100	100
Lot 201	53	53
Lot 202	49	49
Lot 203	49	49
Lot 205	53	53
Lot 301	53	53
Lot 302	49	49
Lot 303	49	49
Lot 305	53	53

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Land Parcel	Entitlement	Liability
Lot 401	54	54
Lot 402	49	49
Lot 403	49	49
Lot 405	54	54
Lot 501	54	54
Lot 502	50	50
Lot 503	50	50
Lot 505	54	54
Lot 601	54	54
Lot 602	50	50
Lot 603	50	50
Lot 605	54	54
Lot 901	37	37
Lot 902	51	51
Lot 903	42	42
Lot 905	36	36
Lot 906	36	36
Lot 907	42	42
Lot 908	53	53
Lot 909	38	38
Lot 910	52	52
Lot 911	43	43
Lot 912	36	36
Lot 913	36	36
Lot 915	43	43
Lot 916	51	51
Lot 1001	38	38
Lot 1002	52	52
Lot 1003	42	42

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Land Parcel	Entitlement	Liability
Lot 1005	36	36
Lot 1006	36	36
Lot 1007	42	42
Lot 1008	53	53
Lot 1009	39	39
Lot 1010	52	52
Lot 1011	43	43
Lot 1012	37	37
Lot 1013	37	37
Lot 1015	43	43
Lot 1016	51	51
Lot 1101	38	38
Lot 1102	52	52
Lot 1103	42	42
Lot 1105	36	36
Lot 1106	36	36
Lot 1107	42	42
Lot 1108	53	53
Lot 1109	39	39
Lot 1110	52	52
Lot 1111	43	43
Lot 1112	37	37
Lot 1113	37	37
Lot 1115	43	43
Lot 1116	51	51
Lot 1201	38	38
Lot 1202	52	52
Lot 1203	42	42
Lot 1205	36	36

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Land Parcel	Entitlement	Liability
Lot 1206	36	36
Lot 1207	42	42
Lot 1208	53	53
Lot 1209	39	39
Lot 1210	52	52
Lot 1211	43	43
Lot 1212	37	37
Lot 1213	37	37
Lot 1215	43	43
Lot 1216	51	51
Lot 1301	38	38
Lot 1302	52	52
Lot 1303	42	42
Lot 1305	36	36
Lot 1306	36	36
Lot 1307	42	42
Lot 1308	53	53
Lot 1309	39	39
Lot 1310	53	53
Lot 1311	43	43
Lot 1312	37	37
Lot 1313	37	37
Lot 1315	43	43
Lot 1316	52	52
Lot 1401	38	38
Lot 1402	52	52
Lot 1403	42	42
Lot 1405	36	36
Lot 1406	36	36

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Land Parcel	Entitlement	Liability
Lot 1407	42	42
Lot 1408	53	53
Lot 1409	39	39
Lot 1410	53	53
Lot 1411	43	43
Lot 1412	37	37
Lot 1413	37	37
Lot 1415	43	43
Lot 1416	52	52
Lot 1501	38	38
Lot 1502	52	52
Lot 1503	42	42
Lot 1505	36	36
Lot 1506	36	36
Lot 1507	42	42
Lot 1508	53	53
Lot 1509	39	39
Lot 1510	53	53
Lot 1511	43	43
Lot 1512	37	37
Lot 1513	37	37
Lot 1515	43	43
Lot 1516	52	52
Lot 1601	38	38
Lot 1602	52	52
Lot 1603	42	42
Lot 1605	36	36
Lot 1606	36	36
Lot 1607	42	42

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Land Parcel	Entitlement	Liability
Lot 1608	53	53
Lot 1609	39	39
Lot 1610	53	53
Lot 1611	43	43
Lot 1612	37	37
Lot 1613	37	37
Lot 1615	43	43
Lot 1616	52	52
Lot 1701	38	38
Lot 1702	52	52
Lot 1703	43	43
Lot 1705	36	36
Lot 1706	36	36
Lot 1707	43	43
Lot 1708	53	53
Lot 1709	39	39
Lot 1710	53	53
Lot 1711	43	43
Lot 1712	37	37
Lot 1713	37	37
Lot 1715	43	43
Lot 1716	52	52
Lot 1801	38	38
Lot 1802	53	53
Lot 1803	43	43
Lot 1805	36	36
Lot 1806	36	36
Lot 1807	43	43
Lot 1808	54	54

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Land Parcel	Entitlement	Liability
Lot 1809	39	39
Lot 1810	53	53
Lot 1811	43	43
Lot 1812	37	37
Lot 1813	37	37
Lot 1815	43	43
Lot 1816	52	52
Lot 1901	38	38
Lot 1902	53	53
Lot 1903	43	43
Lot 1905	36	36
Lot 1906	36	36
Lot 1907	43	43
Lot 1908	54	54
Lot 1909	39	39
Lot 1910	53	53
Lot 1911	43	43
Lot 1912	37	37
Lot 1913	37	37
Lot 1915	43	43
Lot 1916	52	52
Lot 2001	38	38
Lot 2002	53	53
Lot 2003	43	43
Lot 2005	37	37
Lot 2006	37	37
Lot 2007	43	43
Lot 2008	54	54
Lot 2009	39	39

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Land Parcel	Entitlement	Liability
Lot 2010	53	53
Lot 2011	43	43
Lot 2012	37	37
Lot 2013	37	37
Lot 2015	43	43
Lot 2016	52	52
Lot 2101	38	38
Lot 2102	53	53
Lot 2103	43	43
Lot 2105	37	37
Lot 2106	37	37
Lot 2107	43	43
Lot 2108	54	54
Lot 2109	39	39
Lot 2110	53	53
Lot 2111	43	43
Lot 2112	37	37
Lot 2113	37	37
Lot 2115	43	43
Lot 2116	52	52
Lot 2201	38	38
Lot 2202	53	53
Lot 2203	43	43
Lot 2205	37	37
Lot 2206	37	37
Lot 2207	43	43
Lot 2208	54	54
Lot 2209	39	39
Lot 2210	53	53

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Land Parcel	Entitlement	Liability
Lot 2211	43	43
Lot 2212	37	37
Lot 2213	37	37
Lot 2215	43	43
Lot 2216	52	52
Lot 2301	38	38
Lot 2302	54	54
Lot 2303	43	43
Lot 2305	37	37
Lot 2306	37	37
Lot 2307	43	43
Lot 2308	54	54
Lot 2309	39	39
Lot 2310	54	54
Lot 2311	43	43
Lot 2312	37	37
Lot 2313	37	37
Lot 2315	43	43
Lot 2316	53	53
Lot 2401	38	38
Lot 2402	54	54
Lot 2403	43	43
Lot 2405	37	37
Lot 2406	37	37
Lot 2407	43	43
Lot 2408	54	54
Lot 2409	39	39
Lot 2410	54	54
Lot 2411	43	43

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Land Parcel	Entitlement	Liability
Lot 2412	37	37
Lot 2413	37	37
Lot 2415	43	43
Lot 2416	53	53
Lot 2501	38	38
Lot 2502	54	54
Lot 2503	43	43
Lot 2505	37	37
Lot 2506	37	37
Lot 2507	43	43
Lot 2508	54	54
Lot 2509	39	39
Lot 2510	54	54
Lot 2511	43	43
Lot 2512	37	37
Lot 2513	37	37
Lot 2515	43	43
Lot 2516	53	53
Lot 2601	38	38
Lot 2602	54	54
Lot 2603	42	42
Lot 2605	37	37
Lot 2606	37	37
Lot 2607	42	42
Lot 2608	54	54
Lot 2609	39	39
Lot 2610	54	54
Lot 2611	42	42
Lot 2612	37	37

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Land Parcel	Entitlement	Liability
Lot 2613	37	37
Lot 2615	42	42
Lot 2616	53	53
Lot 2701	38	38
Lot 2702	54	54
Lot 2703	38	38
Lot 2705	37	37
Lot 2706	37	37
Lot 2707	38	38
Lot 2708	54	54
Lot 2709	39	39
Lot 2710	54	54
Lot 2711	38	38
Lot 2712	37	37
Lot 2713	37	37
Lot 2715	38	38
Lot 2716	53	53
Lot 2801	38	38
Lot 2802	44	44
Lot 2803	38	38
Lot 2805	37	37
Lot 2806	37	37
Lot 2807	38	38
Lot 2808	44	44
Lot 2809	39	39
Lot 2810	44	44
Lot 2811	38	38
Lot 2812	37	37
Lot 2813	37	37

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Land Parcel	Entitlement	Liability
Lot 2815	38	38
Lot 2816	44	44
Lot 2901	38	38
Lot 2902	43	43
Lot 2903	38	38
Lot 2905	37	37
Lot 2906	37	37
Lot 2907	38	38
Lot 2908	44	44
Lot 2909	39	39
Lot 2910	43	43
Lot 2911	38	38
Lot 2912	37	37
Lot 2913	37	37
Lot 2915	38	38
Lot 2916	43	43
Lot 3001	39	39
Lot 3002	56	56
Lot 3003	37	37
Lot 3005	37	37
Lot 3006	57	57
Lot 3007	40	40
Lot 3008	40	40
Lot 3009	56	56
Lot 3010	38	38
Lot 3011	38	38
Lot 3012	55	55
Lot 3013	39	39
Lot 3101	39	39

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Land Parcel	Entitlement	Liability
Lot 3102	56	56
Lot 3103	38	38
Lot 3105	38	38
Lot 3106	57	57
Lot 3107	40	40
Lot 3108	40	40
Lot 3109	56	56
Lot 3110	38	38
Lot 3111	38	38
Lot 3112	55	55
Lot 3113	39	39
Lot 3201	39	39
Lot 3202	54	54
Lot 3203	38	38
Lot 3205	38	38
Lot 3206	55	55
Lot 3207	40	40
Lot 3208	40	40
Lot 3209	54	54
Lot 3210	38	38
Lot 3211	38	38
Lot 3212	53	53
Lot 3213	39	39
Lot 3301	39	39
Lot 3302	60	60
Lot 3303	60	60
Lot 3305	40	40
Lot 3306	62	62
Lot 3307	61	61

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3401	39	39
Lot 3402	58	58
Lot 3403	59	59
Lot 3405	40	40
Lot 3406	61	61
Lot 3407	60	60
Lot 3501	39	39
Lot 3502	55	55
Lot 3503	54	54
Lot 3505	54	54
Lot 3506	56	56
Lot 3507	40	40
Lot 3508	58	58
Lot 3509	54	54
Lot 3510	54	54
Lot 3511	57	57
Lot 3601	39	39
Lot 3602	55	55
Lot 3603	54	54
Lot 3605	54	54
Lot 3606	56	56
Lot 3607	40	40
Lot 3608	59	59
Lot 3609	55	55
Lot 3610	55	55
Lot 3611	58	58
Lot 3701	39	39
Lot 3702	55	55
Lot 3703	54	54

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3705	54	54
Lot 3706	56	56
Lot 3707	40	40
Lot 3708	59	59
Lot 3709	55	55
Lot 3710	55	55
Lot 3711	58	58
Lot 3801	39	39
Lot 3802	55	55
Lot 3803	54	54
Lot 3805	54	54
Lot 3806	56	56
Lot 3807	40	40
Lot 3808	59	59
Lot 3809	55	55
Lot 3810	55	55
Lot 3811	58	58
Lot 3901	39	39
Lot 3902	56	56
Lot 3903	54	54
Lot 3905	54	54
Lot 3906	56	56
Lot 3907	40	40
Lot 3908	59	59
Lot 3909	55	55
Lot 3910	55	55
Lot 3911	58	58
Lot 4001	39	39
Lot 4002	56	56

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4003	55	55
Lot 4005	55	55
Lot 4006	56	56
Lot 4007	40	40
Lot 4008	59	59
Lot 4009	55	55
Lot 4010	55	55
Lot 4011	59	59
Lot 4101	40	40
Lot 4102	56	56
Lot 4103	55	55
Lot 4105	55	55
Lot 4106	56	56
Lot 4107	41	41
Lot 4108	59	59
Lot 4109	55	55
Lot 4110	55	55
Lot 4111	59	59
Lot 4201	40	40
Lot 4202	56	56
Lot 4203	55	55
Lot 4205	55	55
Lot 4206	56	56
Lot 4207	41	41
Lot 4208	59	59
Lot 4209	55	55
Lot 4210	55	55
Lot 4211	59	59
Lot 4301	40	40

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4302	56	56
Lot 4303	55	55
Lot 4305	55	55
Lot 4306	56	56
Lot 4307	41	41
Lot 4308	59	59
Lot 4309	55	55
Lot 4310	55	55
Lot 4311	59	59
Lot 4401	40	40
Lot 4402	57	57
Lot 4403	55	55
Lot 4405	55	55
Lot 4406	57	57
Lot 4407	41	41
Lot 4408	59	59
Lot 4409	55	55
Lot 4410	55	55
Lot 4411	59	59
Lot 4501	40	40
Lot 4502	57	57
Lot 4503	56	56
Lot 4505	56	56
Lot 4506	57	57
Lot 4507	41	41
Lot 4508	59	59
Lot 4509	55	55
Lot 4510	55	55
Lot 4511	59	59

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4601	40	40
Lot 4602	57	57
Lot 4603	56	56
Lot 4605	56	56
Lot 4606	57	57
Lot 4607	41	41
Lot 4608	60	60
Lot 4609	56	56
Lot 4610	56	56
Lot 4611	60	60
Lot 4701	40	40
Lot 4702	57	57
Lot 4703	56	56
Lot 4705	56	56
Lot 4706	57	57
Lot 4707	41	41
Lot 4708	60	60
Lot 4709	56	56
Lot 4710	56	56
Lot 4711	60	60
Lot 4801	40	40
Lot 4802	57	57
Lot 4803	56	56
Lot 4805	56	56
Lot 4806	57	57
Lot 4807	41	41
Lot 4808	60	60
Lot 4809	56	56
Lot 4810	56	56

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4811	60	60
Lot 4901	40	40
Lot 4902	57	57
Lot 4903	56	56
Lot 4905	56	56
Lot 4906	57	57
Lot 4907	41	41
Lot 4908	60	60
Lot 4909	56	56
Lot 4910	56	56
Lot 4911	60	60
Lot 5001	40	40
Lot 5002	57	57
Lot 5003	56	56
Lot 5005	56	56
Lot 5006	57	57
Lot 5007	41	41
Lot 5008	60	60
Lot 5009	56	56
Lot 5010	56	56
Lot 5011	60	60
Lot 5101	40	40
Lot 5102	57	57
Lot 5103	57	57
Lot 5105	57	57
Lot 5106	57	57
Lot 5107	41	41
Lot 5108	60	60
Lot 5109	56	56

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5110	56	56
Lot 5111	60	60
Lot 5201	40	40
Lot 5202	57	57
Lot 5203	57	57
Lot 5205	57	57
Lot 5206	57	57
Lot 5207	41	41
Lot 5208	60	60
Lot 5209	56	56
Lot 5210	56	56
Lot 5211	60	60
Lot 5301	40	40
Lot 5302	57	57
Lot 5303	57	57
Lot 5305	57	57
Lot 5306	57	57
Lot 5307	41	41
Lot 5308	60	60
Lot 5309	56	56
Lot 5310	56	56
Lot 5311	60	60
Lot 5401	40	40
Lot 5402	58	58
Lot 5403	57	57
Lot 5405	57	57
Lot 5406	58	58
Lot 5407	41	41
Lot 5408	60	60

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5409	56	56
Lot 5410	56	56
Lot 5411	60	60
Lot 5501	40	40
Lot 5502	58	58
Lot 5503	57	57
Lot 5505	57	57
Lot 5506	58	58
Lot 5507	41	41
Lot 5508	60	60
Lot 5509	56	56
Lot 5510	56	56
Lot 5511	60	60
Lot 5601	40	40
Lot 5602	58	58
Lot 5603	57	57
Lot 5605	57	57
Lot 5606	58	58
Lot 5607	41	41
Lot 5608	61	61
Lot 5609	57	57
Lot 5610	57	57
Lot 5611	61	61
Lot 5701	40	40
Lot 5702	58	58
Lot 5703	57	57
Lot 5705	57	57
Lot 5706	58	58
Lot 5707	41	41

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5708	61	61
Lot 5709	57	57
Lot 5710	57	57
Lot 5711	61	61
Lot 5801	40	40
Lot 5802	58	58
Lot 5803	57	57
Lot 5805	57	57
Lot 5806	58	58
Lot 5807	41	41
Lot 5808	61	61
Lot 5809	57	57
Lot 5810	57	57
Lot 5811	61	61
Lot 5901	85	85
Lot 5902	60	60
Lot 5903	60	60
Lot 5905	85	85
Lot 5906	84	84
Lot 5907	60	60
Lot 5908	60	60
Lot 5909	84	84
Lot 6001	85	85
Lot 6002	60	60
Lot 6003	60	60
Lot 6005	85	85
Lot 6006	85	85
Lot 6007	60	60
Lot 6008	60	60

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OWNERS CORPORATION 1
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6009	85	85
Lot 6101	86	86
Lot 6102	60	60
Lot 6103	60	60
Lot 6105	86	86
Lot 6106	85	85
Lot 6107	60	60
Lot 6108	60	60
Lot 6109	85	85
Lot 6201	86	86
Lot 6202B	60	60
Lot 6203	61	61
Lot 6205	86	86
Lot 6206	86	86
Lot 6207	60	60
Lot 6208	146	146
Total	**31784.00**	**31784.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS724927D

The land in PS724927D is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1MB01, 1MB02, 1MB03, 1MB04, 1MB08, 1MB09, 1MB10, 1MB11, 1MB12, 1ST07, 2ST08, 3ST22, 3ST23, 3ST25, 4P14, 5P11, 5P12, 5P18, 5P19, 5P22, 5P25, 5P29, 5P33, 5ST01, 5ST21, 5ST23, 5ST26, 6P06, 6P09, 6P14, 6P17, 6P19, 6P21, 6P23, 6P29, 6P30, 6P32, 6P33, 6P34, 6ST20, 201 - 203, 205, 301 - 303, 305, 401 - 403, 405, 501 - 503, 505, 601 - 603, 605, 901 - 903, 905 - 913, 915, 916, 1001 - 1003, 1005 - 1013, 1015, 1016, 1101 - 1103, 1105 - 1113, 1115, 1116, 1201 - 1203, 1205 - 1213, 1215, 1216, 1301 - 1303, 1305 - 1313, 1315, 1316, 1401 - 1403, 1405 - 1413, 1415, 1416, 1501 - 1503, 1505 - 1513, 1515, 1516, 1601 - 1603, 1605 - 1613, 1615, 1616, 1701 - 1703, 1705 - 1713, 1715, 1716, 1801 - 1803, 1805 - 1813, 1815, 1816, 1901 - 1903, 1905 - 1913, 1915, 1916, 2001 - 2003, 2005 - 2013, 2015, 2016, 2101 - 2103, 2105 - 2113, 2115, 2116, 2201 - 2203, 2205 - 2213, 2215, 2216, 2301 - 2303, 2305 - 2313, 2315, 2316, 2401 - 2403, 2405 - 2413, 2415, 2416, 2501 - 2503, 2505 - 2513, 2515, 2516, 2601 - 2603, 2605 - 2613, 2615, 2616, 2701 - 2703, 2705 - 2713, 2715, 2716, 2801 - 2803, 2805 - 2813, 2815, 2816, 2901 - 2903, 2905 - 2913, 2915, 2916, 3001 - 3003, 3005 - 3013, 3101 - 3103, 3105 - 3113, 3201 - 3203, 3205 - 3213, 3301 - 3303, 3305 - 3307, 3401 - 3403, 3405 - 3407, 3501 - 3503, 3505 - 3511, 3601 - 3603, 3605 - 3611, 3701 - 3703, 3705 - 3711, 3801 - 3803, 3805 - 3811, 3901 - 3903, 3905 - 3911, 4001 - 4003, 4005 - 4011, 4101 - 4103, 4105 - 4111, 4201 - 4203, 4205 - 4211, 4301 - 4303, 4305 - 4311, 4401 - 4403, 4405 - 4411, 4501 - 4503, 4505 - 4511, 4601 - 4603, 4605 - 4611, 4701 - 4703, 4705 - 4711, 4801 - 4803, 4805 - 4811, 4901 - 4903, 4905 - 4911, 5001 - 5003, 5005 - 5011, 5101 - 5103, 5105 - 5111, 5201 - 5203, 5205 - 5211, 5301 - 5303, 5305 - 5311, 5401 - 5403, 5405 - 5411, 5501 - 5503, 5505 - 5511, 5601 - 5603, 5605 - 5611, 5701 - 5703, 5705 - 5711, 5801 - 5803, 5805 - 5811, 5901 - 5903, 5905 - 5909, 6001 - 6003, 6005 - 6009, 6101 - 6103, 6105 - 6109, 6201, 6202B, 6203, 6205 - 6208.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

LEVEL 2 2 GLENFERRIE ROAD MALVERN VIC 3144

OC032775G 17/11/2016

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. OC032777C 17/11/2016

Additional Owners Corporation Information:

OC032775G 17/11/2016

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1MB01	0.02	0.02
Lot 1MB02	0.02	0.02
Lot 1MB03	0.02	0.02
Lot 1MB04	0.02	0.02
Lot 1MB08	0.02	0.02
Lot 1MB09	0.02	0.02
Lot 1MB10	0.02	0.02
Lot 1MB11	0.02	0.02
Lot 1MB12	0.02	0.02
Lot 1ST07	0.02	0.02
Lot 2ST08	0.02	0.02
Lot 3ST22	0.02	0.02
Lot 3ST23	0.02	0.02
Lot 3ST25	0.02	0.02
Lot 4P14	0.03	0.03
Lot 5P11	0.03	0.03
Lot 5P12	0.03	0.03
Lot 5P18	0.03	0.03
Lot 5P19	0.03	0.03
Lot 5P22	0.03	0.03
Lot 5P25	0.03	0.03
Lot 5P29	0.03	0.03
Lot 5P33	0.03	0.03
Lot 5ST01	0.02	0.02
Lot 5ST21	0.02	0.02
Lot 5ST23	0.02	0.02
Lot 5ST26	0.02	0.02
Lot 6P06	0.03	0.03

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6P09	0.03	0.03
Lot 6P14	0.03	0.03
Lot 6P17	0.03	0.03
Lot 6P19	0.03	0.03
Lot 6P21	0.03	0.03
Lot 6P23	0.03	0.03
Lot 6P29	0.03	0.03
Lot 6P30	0.03	0.03
Lot 6P32	0.03	0.03
Lot 6P33	0.03	0.03
Lot 6P34	0.03	0.03
Lot 6ST20	0.01	0.01
Lot 201	53	53
Lot 202	49	49
Lot 203	49	49
Lot 205	53	53
Lot 301	53	53
Lot 302	49	49
Lot 303	49	49
Lot 305	53	53
Lot 401	54	54
Lot 402	49	49
Lot 403	49	49
Lot 405	54	54
Lot 501	54	54
Lot 502	50	50
Lot 503	50	50
Lot 505	54	54
Lot 601	54	54

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 602	50	50
Lot 603	50	50
Lot 605	54	54
Lot 901	37	37
Lot 902	51	51
Lot 903	42	42
Lot 905	36	36
Lot 906	36	36
Lot 907	42	42
Lot 908	53	53
Lot 909	38	38
Lot 910	52	52
Lot 911	43	43
Lot 912	36	36
Lot 913	36	36
Lot 915	43	43
Lot 916	51	51
Lot 1001	38	38
Lot 1002	52	52
Lot 1003	42	42
Lot 1005	36	36
Lot 1006	36	36
Lot 1007	42	42
Lot 1008	53	53
Lot 1009	39	39
Lot 1010	52	52
Lot 1011	43	43
Lot 1012	37	37
Lot 1013	37	37

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1015	43	43
Lot 1016	51	51
Lot 1101	38	38
Lot 1102	52	52
Lot 1103	42	42
Lot 1105	36	36
Lot 1106	36	36
Lot 1107	42	42
Lot 1108	53	53
Lot 1109	39	39
Lot 1110	52	52
Lot 1111	43	43
Lot 1112	37	37
Lot 1113	37	37
Lot 1115	43	43
Lot 1116	51	51
Lot 1201	38	38
Lot 1202	52	52
Lot 1203	42	42
Lot 1205	36	36
Lot 1206	36	36
Lot 1207	42	42
Lot 1208	53	53
Lot 1209	39	39
Lot 1210	52	52
Lot 1211	43	43
Lot 1212	37	37
Lot 1213	37	37
Lot 1215	43	43

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1216	51	51
Lot 1301	38	38
Lot 1302	52	52
Lot 1303	42	42
Lot 1305	36	36
Lot 1306	36	36
Lot 1307	42	42
Lot 1308	53	53
Lot 1309	39	39
Lot 1310	53	53
Lot 1311	43	43
Lot 1312	37	37
Lot 1313	37	37
Lot 1315	43	43
Lot 1316	52	52
Lot 1401	38	38
Lot 1402	52	52
Lot 1403	42	42
Lot 1405	36	36
Lot 1406	36	36
Lot 1407	42	42
Lot 1408	53	53
Lot 1409	39	39
Lot 1410	53	53
Lot 1411	43	43
Lot 1412	37	37
Lot 1413	37	37
Lot 1415	43	43
Lot 1416	52	52

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PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1501	38	38
Lot 1502	52	52
Lot 1503	42	42
Lot 1505	36	36
Lot 1506	36	36
Lot 1507	42	42
Lot 1508	53	53
Lot 1509	39	39
Lot 1510	53	53
Lot 1511	43	43
Lot 1512	37	37
Lot 1513	37	37
Lot 1515	43	43
Lot 1516	52	52
Lot 1601	38	38
Lot 1602	52	52
Lot 1603	42	42
Lot 1605	36	36
Lot 1606	36	36
Lot 1607	42	42
Lot 1608	53	53
Lot 1609	39	39
Lot 1610	53	53
Lot 1611	43	43
Lot 1612	37	37
Lot 1613	37	37
Lot 1615	43	43
Lot 1616	52	52
Lot 1701	38	38

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/03/2022 08:36:28 AM

OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1702	52	52
Lot 1703	43	43
Lot 1705	36	36
Lot 1706	36	36
Lot 1707	43	43
Lot 1708	53	53
Lot 1709	39	39
Lot 1710	53	53
Lot 1711	43	43
Lot 1712	37	37
Lot 1713	37	37
Lot 1715	43	43
Lot 1716	52	52
Lot 1801	38	38
Lot 1802	53	53
Lot 1803	43	43
Lot 1805	36	36
Lot 1806	36	36
Lot 1807	43	43
Lot 1808	54	54
Lot 1809	39	39
Lot 1810	53	53
Lot 1811	43	43
Lot 1812	37	37
Lot 1813	37	37
Lot 1815	43	43
Lot 1816	52	52
Lot 1901	38	38
Lot 1902	53	53

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1903	43	43
Lot 1905	36	36
Lot 1906	36	36
Lot 1907	43	43
Lot 1908	54	54
Lot 1909	39	39
Lot 1910	53	53
Lot 1911	43	43
Lot 1912	37	37
Lot 1913	37	37
Lot 1915	43	43
Lot 1916	52	52
Lot 2001	38	38
Lot 2002	53	53
Lot 2003	43	43
Lot 2005	37	37
Lot 2006	37	37
Lot 2007	43	43
Lot 2008	54	54
Lot 2009	39	39
Lot 2010	53	53
Lot 2011	43	43
Lot 2012	37	37
Lot 2013	37	37
Lot 2015	43	43
Lot 2016	52	52
Lot 2101	38	38
Lot 2102	53	53
Lot 2103	43	43

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2105	37	37
Lot 2106	37	37
Lot 2107	43	43
Lot 2108	54	54
Lot 2109	39	39
Lot 2110	53	53
Lot 2111	43	43
Lot 2112	37	37
Lot 2113	37	37
Lot 2115	43	43
Lot 2116	52	52
Lot 2201	38	38
Lot 2202	53	53
Lot 2203	43	43
Lot 2205	37	37
Lot 2206	37	37
Lot 2207	43	43
Lot 2208	54	54
Lot 2209	39	39
Lot 2210	53	53
Lot 2211	43	43
Lot 2212	37	37
Lot 2213	37	37
Lot 2215	43	43
Lot 2216	52	52
Lot 2301	38	38
Lot 2302	54	54
Lot 2303	43	43
Lot 2305	37	37

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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2306	37	37
Lot 2307	43	43
Lot 2308	54	54
Lot 2309	39	39
Lot 2310	54	54
Lot 2311	43	43
Lot 2312	37	37
Lot 2313	37	37
Lot 2315	43	43
Lot 2316	53	53
Lot 2401	38	38
Lot 2402	54	54
Lot 2403	43	43
Lot 2405	37	37
Lot 2406	37	37
Lot 2407	43	43
Lot 2408	54	54
Lot 2409	39	39
Lot 2410	54	54
Lot 2411	43	43
Lot 2412	37	37
Lot 2413	37	37
Lot 2415	43	43
Lot 2416	53	53
Lot 2501	38	38
Lot 2502	54	54
Lot 2503	43	43
Lot 2505	37	37
Lot 2506	37	37

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2507	43	43
Lot 2508	54	54
Lot 2509	39	39
Lot 2510	54	54
Lot 2511	43	43
Lot 2512	37	37
Lot 2513	37	37
Lot 2515	43	43
Lot 2516	53	53
Lot 2601	38	38
Lot 2602	54	54
Lot 2603	42	42
Lot 2605	37	37
Lot 2606	37	37
Lot 2607	42	42
Lot 2608	54	54
Lot 2609	39	39
Lot 2610	54	54
Lot 2611	42	42
Lot 2612	37	37
Lot 2613	37	37
Lot 2615	42	42
Lot 2616	53	53
Lot 2701	38	38
Lot 2702	54	54
Lot 2703	38	38
Lot 2705	37	37
Lot 2706	37	37
Lot 2707	38	38

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2708	54	54
Lot 2709	39	39
Lot 2710	54	54
Lot 2711	38	38
Lot 2712	37	37
Lot 2713	37	37
Lot 2715	38	38
Lot 2716	53	53
Lot 2801	38	38
Lot 2802	44	44
Lot 2803	38	38
Lot 2805	37	37
Lot 2806	37	37
Lot 2807	38	38
Lot 2808	44	44
Lot 2809	39	39
Lot 2810	44	44
Lot 2811	38	38
Lot 2812	37	37
Lot 2813	37	37
Lot 2815	38	38
Lot 2816	44	44
Lot 2901	38	38
Lot 2902	43	43
Lot 2903	38	38
Lot 2905	37	37
Lot 2906	37	37
Lot 2907	38	38
Lot 2908	44	44

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2909	39	39
Lot 2910	43	43
Lot 2911	38	38
Lot 2912	37	37
Lot 2913	37	37
Lot 2915	38	38
Lot 2916	43	43
Lot 3001	39	39
Lot 3002	56	56
Lot 3003	37	37
Lot 3005	37	37
Lot 3006	57	57
Lot 3007	40	40
Lot 3008	40	40
Lot 3009	56	56
Lot 3010	38	38
Lot 3011	38	38
Lot 3012	55	55
Lot 3013	39	39
Lot 3101	39	39
Lot 3102	56	56
Lot 3103	38	38
Lot 3105	38	38
Lot 3106	57	57
Lot 3107	40	40
Lot 3108	40	40
Lot 3109	56	56
Lot 3110	38	38
Lot 3111	38	38

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3112	55	55
Lot 3113	39	39
Lot 3201	39	39
Lot 3202	54	54
Lot 3203	38	38
Lot 3205	38	38
Lot 3206	55	55
Lot 3207	40	40
Lot 3208	40	40
Lot 3209	54	54
Lot 3210	38	38
Lot 3211	38	38
Lot 3212	53	53
Lot 3213	39	39
Lot 3301	39	39
Lot 3302	60	60
Lot 3303	60	60
Lot 3305	40	40
Lot 3306	62	62
Lot 3307	61	61
Lot 3401	39	39
Lot 3402	58	58
Lot 3403	59	59
Lot 3405	40	40
Lot 3406	61	61
Lot 3407	60	60
Lot 3501	39	39
Lot 3502	55	55
Lot 3503	54	54

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3505	54	54
Lot 3506	56	56
Lot 3507	40	40
Lot 3508	58	58
Lot 3509	54	54
Lot 3510	54	54
Lot 3511	57	57
Lot 3601	39	39
Lot 3602	55	55
Lot 3603	54	54
Lot 3605	54	54
Lot 3606	56	56
Lot 3607	40	40
Lot 3608	59	59
Lot 3609	55	55
Lot 3610	55	55
Lot 3611	58	58
Lot 3701	39	39
Lot 3702	55	55
Lot 3703	54	54
Lot 3705	54	54
Lot 3706	56	56
Lot 3707	40	40
Lot 3708	59	59
Lot 3709	55	55
Lot 3710	55	55
Lot 3711	58	58
Lot 3801	39	39
Lot 3802	55	55

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3803	54	54
Lot 3805	54	54
Lot 3806	56	56
Lot 3807	40	40
Lot 3808	59	59
Lot 3809	55	55
Lot 3810	55	55
Lot 3811	58	58
Lot 3901	39	39
Lot 3902	56	56
Lot 3903	54	54
Lot 3905	54	54
Lot 3906	56	56
Lot 3907	40	40
Lot 3908	59	59
Lot 3909	55	55
Lot 3910	55	55
Lot 3911	58	58
Lot 4001	39	39
Lot 4002	56	56
Lot 4003	55	55
Lot 4005	55	55
Lot 4006	56	56
Lot 4007	40	40
Lot 4008	59	59
Lot 4009	55	55
Lot 4010	55	55
Lot 4011	59	59
Lot 4101	40	40

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4102	56	56
Lot 4103	55	55
Lot 4105	55	55
Lot 4106	56	56
Lot 4107	41	41
Lot 4108	59	59
Lot 4109	55	55
Lot 4110	55	55
Lot 4111	59	59
Lot 4201	40	40
Lot 4202	56	56
Lot 4203	55	55
Lot 4205	55	55
Lot 4206	56	56
Lot 4207	41	41
Lot 4208	59	59
Lot 4209	55	55
Lot 4210	55	55
Lot 4211	59	59
Lot 4301	40	40
Lot 4302	56	56
Lot 4303	55	55
Lot 4305	55	55
Lot 4306	56	56
Lot 4307	41	41
Lot 4308	59	59
Lot 4309	55	55
Lot 4310	55	55
Lot 4311	59	59

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4401	40	40
Lot 4402	57	57
Lot 4403	55	55
Lot 4405	55	55
Lot 4406	57	57
Lot 4407	41	41
Lot 4408	59	59
Lot 4409	55	55
Lot 4410	55	55
Lot 4411	59	59
Lot 4501	40	40
Lot 4502	57	57
Lot 4503	56	56
Lot 4505	56	56
Lot 4506	57	57
Lot 4507	41	41
Lot 4508	59	59
Lot 4509	55	55
Lot 4510	55	55
Lot 4511	59	59
Lot 4601	40	40
Lot 4602	57	57
Lot 4603	56	56
Lot 4605	56	56
Lot 4606	57	57
Lot 4607	41	41
Lot 4608	60	60
Lot 4609	56	56
Lot 4610	56	56

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4611	60	60
Lot 4701	40	40
Lot 4702	57	57
Lot 4703	56	56
Lot 4705	56	56
Lot 4706	57	57
Lot 4707	41	41
Lot 4708	60	60
Lot 4709	56	56
Lot 4710	56	56
Lot 4711	60	60
Lot 4801	40	40
Lot 4802	57	57
Lot 4803	56	56
Lot 4805	56	56
Lot 4806	57	57
Lot 4807	41	41
Lot 4808	60	60
Lot 4809	56	56
Lot 4810	56	56
Lot 4811	60	60
Lot 4901	40	40
Lot 4902	57	57
Lot 4903	56	56
Lot 4905	56	56
Lot 4906	57	57
Lot 4907	41	41
Lot 4908	60	60
Lot 4909	56	56

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4910	56	56
Lot 4911	60	60
Lot 5001	40	40
Lot 5002	57	57
Lot 5003	56	56
Lot 5005	56	56
Lot 5006	57	57
Lot 5007	41	41
Lot 5008	60	60
Lot 5009	56	56
Lot 5010	56	56
Lot 5011	60	60
Lot 5101	40	40
Lot 5102	57	57
Lot 5103	57	57
Lot 5105	57	57
Lot 5106	57	57
Lot 5107	41	41
Lot 5108	60	60
Lot 5109	56	56
Lot 5110	56	56
Lot 5111	60	60
Lot 5201	40	40
Lot 5202	57	57
Lot 5203	57	57
Lot 5205	57	57
Lot 5206	57	57
Lot 5207	41	41
Lot 5208	60	60

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5209	56	56
Lot 5210	56	56
Lot 5211	60	60
Lot 5301	40	40
Lot 5302	57	57
Lot 5303	57	57
Lot 5305	57	57
Lot 5306	57	57
Lot 5307	41	41
Lot 5308	60	60
Lot 5309	56	56
Lot 5310	56	56
Lot 5311	60	60
Lot 5401	40	40
Lot 5402	58	58
Lot 5403	57	57
Lot 5405	57	57
Lot 5406	58	58
Lot 5407	41	41
Lot 5408	60	60
Lot 5409	56	56
Lot 5410	56	56
Lot 5411	60	60
Lot 5501	40	40
Lot 5502	58	58
Lot 5503	57	57
Lot 5505	57	57
Lot 5506	58	58
Lot 5507	41	41

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5508	60	60
Lot 5509	56	56
Lot 5510	56	56
Lot 5511	60	60
Lot 5601	40	40
Lot 5602	58	58
Lot 5603	57	57
Lot 5605	57	57
Lot 5606	58	58
Lot 5607	41	41
Lot 5608	61	61
Lot 5609	57	57
Lot 5610	57	57
Lot 5611	61	61
Lot 5701	40	40
Lot 5702	58	58
Lot 5703	57	57
Lot 5705	57	57
Lot 5706	58	58
Lot 5707	41	41
Lot 5708	61	61
Lot 5709	57	57
Lot 5710	57	57
Lot 5711	61	61
Lot 5801	40	40
Lot 5802	58	58
Lot 5803	57	57
Lot 5805	57	57
Lot 5806	58	58

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5807	41	41
Lot 5808	61	61
Lot 5809	57	57
Lot 5810	57	57
Lot 5811	61	61
Lot 5901	85	85
Lot 5902	60	60
Lot 5903	60	60
Lot 5905	85	85
Lot 5906	84	84
Lot 5907	60	60
Lot 5908	60	60
Lot 5909	84	84
Lot 6001	85	85
Lot 6002	60	60
Lot 6003	60	60
Lot 6005	85	85
Lot 6006	85	85
Lot 6007	60	60
Lot 6008	60	60
Lot 6009	85	85
Lot 6101	86	86
Lot 6102	60	60
Lot 6103	60	60
Lot 6105	86	86
Lot 6106	85	85
Lot 6107	60	60
Lot 6108	60	60
Lot 6109	85	85

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OWNERS CORPORATION 2
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6201	86	86
Lot 6202B	60	60
Lot 6203	61	61
Lot 6205	86	86
Lot 6206	86	86
Lot 6207	60	60
Lot 6208	146	146
Total	**31040.00**	**31040.00**

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.

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OWNERS CORPORATION 3
PLAN NO. PS724927D

The land in PS724927D is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 3, Lots 10R, 11R, 12R, 13R, 14R.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
LEVEL 2 2 GLENFERRIE ROAD MALVERN VIC 3144

OC039626M 08/06/2018

Owners Corporation Manager:
PS724927D/S3 08/06/2018

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. AR667506A 19/11/2018

Additional Owners Corporation Information:
OC039626M 08/06/2018

Notations:
Members of Owners Corporation 3 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1.

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 10R	171	171
Lot 11R	100	100
Lot 12R	100	100
Lot 13R	100	100
Lot 14R	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/03/2022 08:36:29 AM

OWNERS CORPORATION 3
PLAN NO. PS724927D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	**571.00**	**571.00**

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

Statement End.

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

PROPERTY REPORT

From www.planning.vic.gov.au at 21 March 2022 08:39 AM

PROPERTY DETAILS

Address:	**1502/135 ABECKETT STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 1502 PS724927**
Standard Parcel Identifier (SPI):	**1502\PS724927**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**678682**
Directory Reference:	**Melway 2F C1**

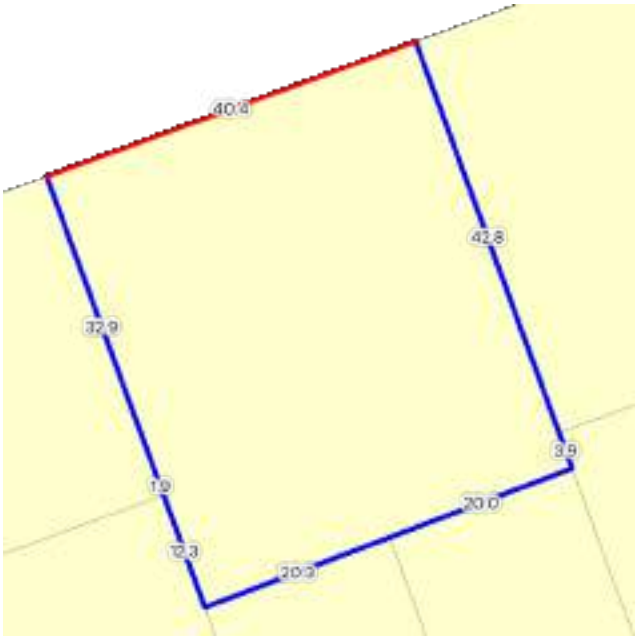
Note: There are 680 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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 on the Victorian Building Authority website https://www.vba.vic.gov.au

SITE DIMENSIONS

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



Area: 1894 sq. m
Perimeter: 175 m
For this property:
Site boundaries
Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**City West Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**MELBOURNE**

PLANNING INFORMATION

Planning Zone: CAPITAL CITY ZONE (CCZ)
CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)

Planning Overlay: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)
PARKING OVERLAY (PO)
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)

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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).

PROPERTY REPORT

Planning scheme data last updated on 17 March 2022.

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

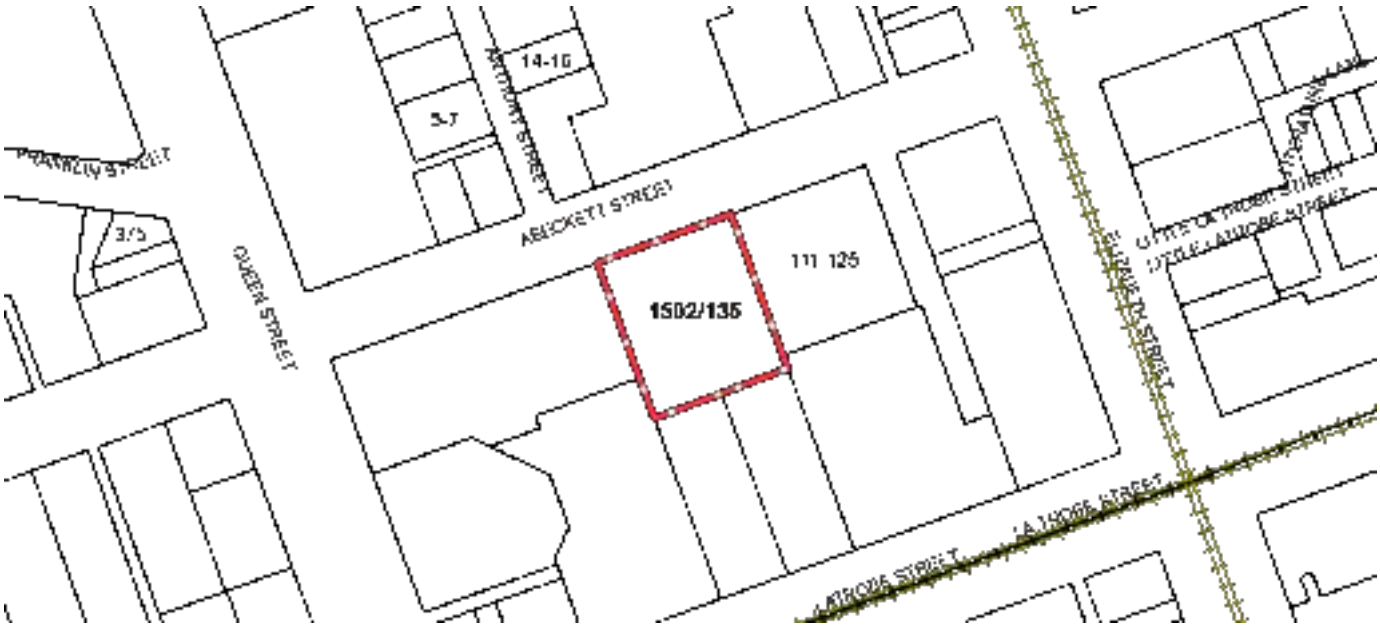
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 21 March 2022 08:39 AM

PROPERTY DETAILS

Address:	**1502/135 ABECKETT STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 1502 PS724927**
Standard Parcel Identifier (SPI):	**1502\PS724927**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**678682**
Planning Scheme:	**Melbourne** Planning Scheme - Melbourne
Directory Reference:	**Melway 2F C1**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**City West Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**MELBOURNE**

OTHER

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

View location in VicPlan

Planning Zones

CAPITAL CITY ZONE (CCZ)
CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)



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

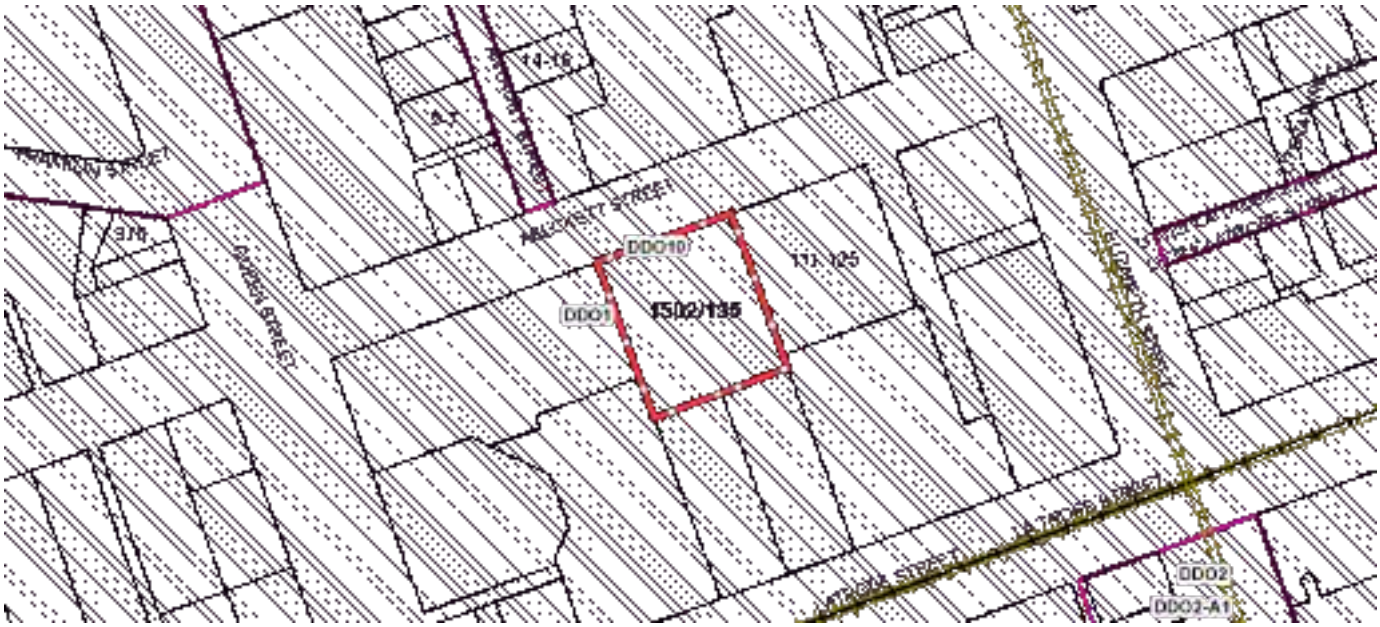
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PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



0 60 m

DDO - Design and Development **Railway line** **Tram line**

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

PARKING OVERLAY (PO)
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



0 60 m

PO - Parking **Railway line** **Tram line**

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

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PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)
HERITAGE OVERLAY (HO)
SPECIAL BUILDING OVERLAY (SBO)
SPECIFIC CONTROLS OVERLAY (SCO)



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

Further Planning Information

Planning scheme data last updated on 17 March 2022.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
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For other information about planning in Victoria visit https://www.planning.vic.gov.au

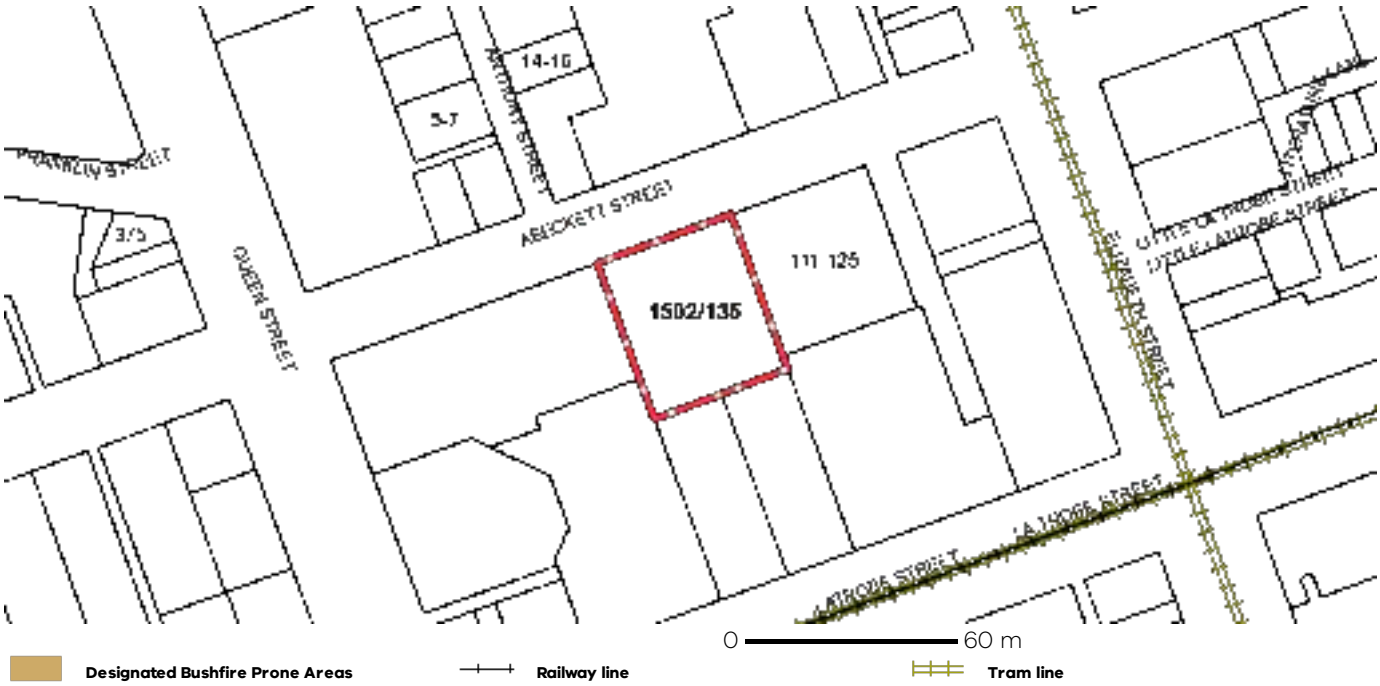
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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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



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 https://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 https://www.vba.vic.gov.au

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

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

Native Vegetation

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

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

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

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City of Melbourne
GPO Box 2158 Melbourne 3001
ABN 55 370 219 287

Valuation and rate notice 2021-2022

For the period 1 July 2021 - 30 June 2022

CITY OF MELBOURNE

F Marentek
Unit 1502
135 A'Beckett St
MELBOURNE VIC 3000

022 03324

Tax invoice

No GST has been charged

Assessment no. 236510 4

Date of issue 2 Sep 2021

QUESTIONS?
Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

Property Unit 1502, Level 15, 135 A'Beckett Street, MELBOURNE VIC 3000

Legal description Lot 1502 PS724927D

Valuations		Effective date	1 Jul 2021
NAV	22,000	Valued as at	1 Jan 2021
Site value	43,000	Interest rate	10%
CIV	440,000	Land use	Residential

AVPCC 120 -Single Strata Unit/Villa Unit/Townhouse

Details of account
(important, please read overleaf)

	Amount
Residential Rates @ 4.2187 cents in the $ of NAV.	$928.11
Rates Discount	-$13.92
FSPL @ $114 plus 5.9 cents per $1,000 of CIV	$139.96

FSPL - Fire Services Property Levy (State Government Charge)

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by 15 February 2022 **$1,054.15**

Late payments will attract interest (see over page)
***Any unpaid arrears, interest and legal costs are overdue and must be paid immediately**

OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

Instalment 1 30 September 2021 **$263.53**
If paying by instalments, you must pay first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2022.

Instalment 2 30 November 2021 **$263.53**

Instalment 3 28 February 2022 **$263.53**

Instalment 4 31 May 2022 **$263.56**

OPTION 3 (DIRECT DEBIT ONLY)

Pay in 10 instalments by direct debit only. See overleaf for details.

Payment methods

Assessment no. 236510 4 **Property** Unit 1502, Level 15, 135 A'Beckett Street, MELBOURNE VIC 3000

BPAY Biller code: **79616** Ref: 102365104

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 102365104
Credit cards not accepted.

Post Billpay Credit cards not accepted. Pay in store at Australia Post.

*875 0891 0000000102365104 23

Direct debit Credit cards not accepted. To apply call 03 9658 9658 or visit melbourne.vic.gov.au/rates

MasterCard or Visa
Credit card payments will attract an additional fee being the recovery of financial institution charges.

Please tick the amount you are paying in the box below.

☐ Option 1 $1,054.15
☐ Option 2 $263.53

Telephone 1300 130 453

Internet melbourne.vic.gov.au/rates

By mail
City of Melbourne
GPO Box 1839 Melbourne 3001
Council will not be responsible for late postal deliveries.

In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
Business hours, Monday to Friday.
Visa, Mastercard or EFTPOS available.
Cash payments not accepted.

+10236510400000> +000891+ <0000000000> <0000105415> +444+

City of Melbourne
GPO Box 2538 Melbourne 3001
ABN 55 370 219 287

Rate reminder notice 2021 - 2022

CITY OF MELBOURNE

022 61292

F Marentek
Unit 1502
135 A'Beckett St
MELBOURNE VIC 3000

Assessment no. 236510 4
Date of issue 28 Jan 2022

QUESTIONS?
Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

DUE DATE
15 Feb 2022
AMOUNT DUE
$1,054.15

Property Unit 1502, Level 15, 135 A'Beckett Street, MELBOURNE VIC 3000

Council Rates 2021-22	$928.11
Rates Discount	-$13.92
Fire Services Property Levy	$139.96

Payments after 19 January 2022 are not included on this notice.

Interest will be charged at 10% on late payments.

Payment methods

Assessment no. 236510 4 **Property** Unit 1502, Level 15, 135 A'Beckett Street, MELBOURNE VIC 3000

BPAY
Biller code: **79616**
Ref: 102365104

Bpay® this payment via internet or phone banking.
Bpay View® - View and pay this bill using internet banking.
Bpay View Registration No.: 102365104
Credit cards not accepted.

Post Billpay Credit cards not accepted. Pay in store at Australia Post.

*875 0891 0000000102365104 23

Direct debit Credit cards not accepted
To apply call 03 9658 9658 or visit melbourne.vic.gov.au/rates

MasterCard or Visa
Credit card payments will attract an additional fee being the recovery of financial institution charges.

Please tick the amount you are paying in the box below.

Due Date 15 Feb 2022
Amount Due $1,054.15

Telephone 1300 130 453
Internet melbourne.vic.gov.au/rates

By mail
City of Melbourne
GPO Box 1839 Melbourne 3001
Council will not be responsible for late postal deliveries.

In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
Business hours, Monday to Friday.
Visa, Mastercard or EFTPOS available.
Cash payments not accepted.

+10236510400000> +000891+ <0000000000> <0000105415> +444+

Greater Western Water

450731-001 000423(1733) 0022

MR F MARENTEK
UN 1502/135 A'BECKETT STREET
MELBOURNE VIC 3000

My account number is

1253 3920 0116

Invoice No.	T593664953
Service Address	Un 1502/135 A'beckett Street Melbourne Lot 1502 Plan 724927
Issue Date	22 Feb 2022
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
Mail Cheques	GPO Box 1152, Melbourne Vic 3001
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au



Account summary

PREVIOUS BILL	$181.83
RECEIVED	$181.83
BALANCE	$0.00
YOUR USAGE	$49.86
NETWORK CHARGES	$107.53
OTHER CHARGES	$26.39
PLEASE PAY	$183.78

Receive your bills by email.

Instead of receiving your bills in the post, you can choose to get your water bill direct to your inbox.

Sign up today at **gww.com.au/transactions**

Visit our website today

Plan Number: 724927D/1

Lot Number: 1502

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

BPAY	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au **Biller Code:** 96503 **Reference Number:** 2219 8005 5102 5391 6	

DEFT PAYMENT SYSTEMS	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number **Reference Number:** 2219 8005 5102 5391 6 *Register at deft.com.au or by calling 1800 672 162. VISA MasterCard Diners Club International American Express Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

POST billpay	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to $9,999.99), Cheque or EFTPOS. *496 221980055 10253916	

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Vendor: F Marentek

This certificate is issued for Lot 1502 on Plan Number 724927D/1 the postal address of which is:

135 A'Beckett Street MELBOURNE 3000 VIC

The current fees for Lot 1502 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
Operating Levy					
01/10/2021	**31/12/2021**	**16/09/2021**	**01/10/2021**	**44.41**	**488.53**
01/01/2022	**31/03/2022**	**13/12/2021**	**01/01/2022**	**44.41**	**488.53**
01/04/2022	**30/06/2022**	**16/03/2022**	**01/04/2022**	**44.41**	**488.53**
01/07/2022	**30/09/2022**	**Not Issued**	**01/07/2022**	**44.41**	**488.53**
Maintenance Plan					
01/10/2021	**31/12/2021**	**16/09/2021**	**01/10/2021**	**4.68**	**51.52**
01/01/2022	**31/03/2022**	**13/12/2021**	**01/01/2022**	**4.68**	**51.52**
01/04/2022	**30/06/2022**	**16/03/2022**	**01/04/2022**	**4.68**	**51.52**
01/07/2022	**30/09/2022**	**Not Issued**	**01/07/2022**	**4.68**	**51.52**

The current fees have been levied up until the:

30/06/2022

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

$540.05

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	*Levy*	*Amount Levied $*	*Amount Outstanding $*
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property. **At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.**
NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	**Chubb Insurance Australia Limited**
Policy Type	**Chubb Residential Resolute**
Policy Number	**93213245**
Notes	**Refer policy for details**
Refer to Policy	**Refer to attached Policy for details**

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/09/2021: $593,091

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts, Leases, Licences: **Art Work Licence with Innovative Construction and Development Pty Ltd** **Bulk Hot Water Agreement with Origin Energy Retail Limited** **Cleaning Agreement with Stone Safety & Cleaning Services** **Electrical Embedded Network Licence with WINenergy Pty Ltd** **Events and Access Licence with Innovative Construction and Development Pty Ltd** **Facilities Management Agreement with Melbourne Building Management Pty Ltd** **Fire Monitoring with Tyco Australia Group Pty Limited** **Foxtel Installation Agreement with Foxtel Management Pty Ltd** **Owners Corporation Management Agreement with The Knight Alliance** **Signage Rights Licence with Innovative Construction and Development Pty Ltd** **Subscription Agreement with BuildingLinkInternational Pty Ltd** **Substation Lease with Citipower Pty** **Private Waste Collection Agreement with Waste Wise Environment Pty Ltd** **Wireless Internet Services Agreement with Ocean Technologies Pty Ltd**

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

Nil to my knowledge

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.
Name of Manager: The Knight Malvern
Address of Manager: Level 2, 2 Glenferrie Road, MALVERN VIC 3144
Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant. **Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.**

The common seal of Owners Corporation Plan (VIC) (Tier 1) 724927D/1 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006





Signature of Registered Manager
Dated: 23rd, March 2022
Full name: Tom Hood **On Behalf of** Owners Corporation Plan (VIC) (Tier 1) 724927D/1

c/- The Knight
Address: P.O. Box 678 MALVERN 3144
Ph: 9509 3144
Email: theknight@theknight.com.au
Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:
1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation.

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an Owners Corporation.

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

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

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 724927D/1
135 A'Beckett Street MELBOURNE 3000 VIC
Lot Number: 1502

Owner Details

Full Name of owner/s:_____

Address of owners/s:_____

Email Address: _____

Owner Telephone Details:

AH: _____ **BH:** _____**Mob:**_____ **Fax:** _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ **BH:** _____ **Mob:** _____ **Fax:** _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	**Owner**	**or**	**Agent (Please circle one)**
Notices/Correspondence to:	**Owner**	**or**	**Agent (Please circle one)**

Date:_____ **Signature of Owner/s:** _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD) as proof of settlement.
Mail: PO Box 678, Malvern Vic 3144
Email: ownerupdates@theknight.com.au

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*"(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*
(2) If an address in Australia has not been nominated under subsection (1), service may be effected-
(a) By posting the notice to the last known address of the lot owner in Australia; or
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

Plan Number: 724927D/2

Lot Number: 1502

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

BPAY	BPay

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au

Biller Code: 96503

Reference Number: 2219 8005 5102 5009 5

DEFT PAYMENT SYSTEMS	Macquarie DEFT

To pay by DEFT go https://www.deft.com.au and use the following reference number

Reference Number: 2219 8005 5102 5009 5

*Register at deft.com.au or by calling 1800 672 162.

Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.

POST billpay	Aust Post Billpay

Please present page intact at any post office. Payments may be made by cash (up to $9,999.99), Cheque or EFTPOS.

*496 221980055 10250095

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Vendor: F Marentek

This certificate is issued for Lot 1502 on Plan Number 724927D/2 the postal address of which is:

135 A'Beckett Street MELBOURNE 3000 VIC

The current fees for Lot 1502 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
Operating Levy					
01/10/2021	**31/12/2021**	**16/09/2021**	**01/10/2021**	**49.59**	**545.51**
01/01/2022	**31/03/2022**	**13/12/2021**	**01/01/2022**	**49.59**	**545.51**
01/04/2022	**30/06/2022**	**16/03/2022**	**01/04/2022**	**49.59**	**545.51**
01/07/2022	**30/09/2022**	**Not Issued**	**01/07/2022**	**49.59**	**545.51**
Maintenance Plan					
01/10/2021	**31/12/2021**	**16/09/2021**	**01/10/2021**	**4.96**	**54.53**
01/01/2022	**31/03/2022**	**13/12/2021**	**01/01/2022**	**4.96**	**54.53**
01/04/2022	**30/06/2022**	**16/03/2022**	**01/04/2022**	**4.96**	**54.53**
01/07/2022	**30/09/2022**	**Not Issued**	**01/07/2022**	**4.96**	**54.53**

The current fees have been levied up until the:

30/06/2022

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

$600.04

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	*Levy*	*Amount Levied $*	*Amount Outstanding $*
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property. **At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.**
NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	**Chubb Insurance Australia Limited**
Policy Type	**Chubb Residential Resolute**
Policy Number	**93213245**
Notes	**Refer policy for details**
Refer to Policy	**Refer to attached Policy for details**

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/09/2021: $329,515

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts, Leases, Licences: **Art Work Licence with Innovative Construction and Development Pty Ltd** **Bulk Hot Water Agreement with Origin Energy Retail Limited** **Cleaning Agreement with Stone Safety & Cleaning Services** **Electrical Embedded Network Licence with WINenergy Pty Ltd** **Equipment Lease Agreement with Fitness Equipment Finance Pty Ltd** **Events and Access Licence with Innovative Construction and Development Pty Ltd** **Facilities Management Agreement with Melbourne Building Management Pty Ltd** **Fire Monitoring with Tyco Australia Group Pty Limited** **Foxtel Installation Agreement with Foxtel Management Pty Ltd** **Owners Corporation Management Agreement with The Knight Alliance** **Signage Rights Licence with Innovative Construction and Development Pty Ltd** **Subscription Agreement with BuildingLinkInternational Pty Ltd** **Substation Lease with Citipower Pty** **Private Waste Collection Agreement with Waste Wise Environment Pty Ltd** **Wireless Internet Services Agreement with Ocean Technologies Pty Ltd**

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

A Notice of Directions Hearing was served upon OCPS 724927D/1 on Monday the 12th of November 2018. The Insurer of the Owners Corporation has engaged, to defend against the application, Richard Johnson of 'Wotton Kearney'. The matter is scheduled to be heard in VCAT (Victorian Civil and Administrative Tribunal) on the 19th of December 2018.

Update: This matter was settled without Orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.
Name of Manager: The Knight Malvern
Address of Manager: Level 2, 2 Glenferrie Road, MALVERN VIC 3144
Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant.

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

The common seal of Owners Corporation Plan (VIC) (Tier 1) 724927D/2 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006





Signature of Registered Manager
Dated: 23rd, March 2022
Full name: Tom Hood **On Behalf of** Owners Corporation Plan (VIC) (Tier 1) 724927D/2

c/- The Knight
Address: P.O. Box 678 MALVERN 3144
Ph: 9509 3144
Email: theknight@theknight.com.au
Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:
1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation.

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.

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Section.134 Owners Corporation Act 2006.

Owners Corporation No 724927D/2
135 A'Beckett Street MELBOURNE 3000 VIC
Lot Number: 1502

Owner Details

Full Name of owner/s:_____

Address of owners/s:_____

Email Address: _____

Owner Telephone Details:

AH: _____ **BH:** _____**Mob:**_____ **Fax:** _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ **BH:** _____ **Mob:** _____ **Fax:** _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	**Owner**	**or**	**Agent (Please circle one)**
Notices/Correspondence to:	**Owner**	**or**	**Agent (Please circle one)**

Date:_____ **Signature of Owner/s:** _____

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It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

10 March 2022

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan of Subdivision No. 724927D/1

141 A'Beckett Street MELBOURNE VIC 3000

Minutes of the Annual General Meeting held at
EQ Tower Level 7 Common 141 A'Beckett St, Melbourne VIC 3000
on Monday, 28 February 2022

Commencement of Meeting

The meeting commenced at 6:00 PM. Tom Hood welcomed everyone in attendance to the meeting.

2.1 Lot Owners Present

Mr A J & Mrs T Anderson

2.2 Proxy Holders Present*

124 Degrees International Pty Ltd

Mo Yiu Leung Jerry	Debraj Bandyopadhyay & Christina Tao Ironfish Real Estate
	Debraj Bandyopadhyay & Christina Tao Ironfish Real Estate
	Debraj Bandyopadhyay & Christina Tao Ironfish Real Estate
William Wan Ho Lim	Christina Tao and Debraj Ironfish Real Estate
Amy Wong Siau Wee	
	Debraj Bandyopadhyay & Christina Tao Ironfish Real Estate
	Ironfish Real Estate

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

the meeting minutes being forwarded to Lot owners within 14 days of the meeting

no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

Fat Turtle Investments Pty Ltd

Mr G C & Mrs S R Sleeman

Melbourne Building Management

Operations Manager Melbourne Building Management

Owners Corporation Manager

'It was resolved that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

Appointment of Meeting Chairperson* (s79 of the Act)

'It was resolved that Tom Hood be appointed as Chairperson for the meeting.'

Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

'It was resolved that minutes of the previous General Meeting held on 22/03/2021 be confirmed as a true and accurate record of that meeting.'

Presentation of the Committee of Management Report (s115 of the Act)

Committee of Management report will be attached as an addendum to the Meeting Minutes.

Presentation of the Owners Corporation Manager's Report (s126 of the Act)

Tom Hood on behalf of The Knight presented the Owners Corporation Manager's report to the meeting.

Financial Statements for the Period* 01/10/2020 30/09/2021 (s34 of the Act)

'It was resolved that the financial statements for the period 01/10/2020 30/09/2021 be approved.'

8.1 Independent Auditor Report

It is noted that the financial statements have been audited by an independent auditor. The can be viewed on the 'Property Log In' section on The Knight's website (www.theknight.com.au).

Annual Budget and Levies for the Period* 01/10/2021 30/09/2022 (s23 of the Act)

'It was resolved that the annual budget and levies for the period 01/10/2021 circulated with the meeting documentation, be approved.'

9.1 Annual Operating Levy

For the period 01/10/2021 30/09/2022 the approved levy is $1,085,838 (ex. GST).

9.2 Long Term Maintenance Levy

For the period 01/10/2021 30/09/2022 the approved levy is $114,523 (ex. GST).

9.3 Annual Operating Levy (OC 2)

For the period 01/10/2021 30/09/2022 the approved levy is $1,184,112 (ex. GST).

9.4 Long Term Maintenance Levy (

For the period 01/10/2021 30/09/2022 the approved levy is

Maintenance Plan* (s36 of

It is noted that the Owners Corporation has a Maintenance Plan. A copy of the approved Maintenance Plan can be downloaded from the 'Member Section' on The Knight website www.theknight.com.au

'It was resolved that the Owners Corporation (OC) initiate debt recovery proceedings against a Lot if fees or charges are owed to the OC 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the OC account of the relevant Lot and further that the OC Manager be authorised to take any action necessary to facilitate the recovery of the

Charging of Penalty Interest

'Lot owners are reminded that as per a previous resolution of the Owners Corporation, penalty interest is charged on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules. The current penalty interest rate is 10.00% p.a which is calculated daily.'

Insurance (s59 of the Act)

13.1 Insurance Policy Details*

The details of the insurance policy taken out by the Owners Corporation were circulated with the meeting

13.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)

'It was resolved that the Owners Corporation obtained a valuation of the reinstatement and replacement cost of the building(s) in 2019 and that this matter be reviewed at the 2023 Annual General

13.3 Standing Direction Order for Future Insurance Renewals

'It was resolved that the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, The Knight will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.'

Committee of Management* (s100 of the Act)

It was resolved that the following named nominees be elected to the Committee of Management for

14.1 Election of Committee

'It was resolved that the Owners Corporation elect the following named nominees onto the Committee of Management; Brian Kitney, Simon Pleunik, Gautam Sameer Blue, Ben McKinnon, Xueying Chen, Christina Tao and Jamie Ong.

Committee of Management Meeting

The meeting was informed that a Committee of Management meeting is to take place for the sole purpose of electing a Chairperson and Secretary for the Owners Corporation.

Corporation Common Seal (s20(2) of the Act)

The meeting resolved that the common seal is no longer required and can be destroyed.

It is noted that there has not been a resolution to authorise the use of the Owners Corporation since the last AGM.

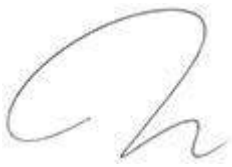
Receiving Fee Notices and Correspondence by E

Lot owners were reminded that they can receive Owners Corporation fee notices and correspondence by e if they notify The Knight in writing. In order to do so please update your preferences in the 'Property Log In' section on The Knight's website (www.theknight.com.au) or email theknight@theknight.com.au.

Next Annual General Meeting

'It was resolved that the next Annual General Meeting will be held at the discretion of the incoming Committee of Management.

The meeting closed at 6:15 PM



Corporation Manager

For and on behalf of Plan 724927D/1

E: tom@theknight.com.au



OCPS; 724927D/1

‘Eq Tower’

Committee of Management Report 2021

The outbreak of the global COVID-19 pandemic was an unfortunate, and unforeseeable, experience for us all. While for many of us experienced undue strain on both our health, wellbeing, and financial circumstances, many were in much worse positions, in addition, losing either their lives or the lives of loved ones.

To those who lost their lives, and to those who suffered the untimely loss of someone close, we offer you our sincere condolences, our heartfelt thoughts, and our prayers.

The Committee of Management at ‘Eq Tower’ worked hard over the past year, supported by our Building and Owners Corporation Managers, to ensure the property was kept in as clean and safe condition as was possible.

It was unfortunately necessary to close common facilities and amenities for an extended period, in attempt to preserve the health and safety of residents, and also to ensure compliance with guidelines set out by the Government or its Departments.

Services allocated to the upkeep and operation of those areas were redirected to perform regular cleaning and disinfecting of high traffic, and high touch, areas such as door handles, touch pads, walls, handrails and lift buttons. Additional funds were expended, when required, to perform deep, steam, cleans and attend to the disposal of biohazard waste.

We were happy however to authorise the reopening of those areas, subject of course to the implementation of ‘COVIDsafe’ measures, prior to Christmas. While, due to a ‘snap’ 5-day lockdown recently imposed, it was again necessary to close those areas, we advise they are, again, reopen and being well utilised by residents.

We take this opportunity to thank each and every resident for their support and assistance throughout this period. Your ongoing mindful, caring, and conscientious behaviour has helped prevent community spread of COVID-19 within ‘Eq Tower’, helped to protect its 1,200+ residents, and is deserving of recognition.

In addition to our focus on the above, over the previous year, the Committee have continued to review maintenance service contracts including those directly related to provision of Fire and Safety Services and also those of the largest expense, including Insurance placement, provision of utility and waste collection services to ensure the Owners Corporation continues to maintain compliance and its legislated obligations.

Fire Service and Safety providers continue to be monitored by an independent third party.

The Committee has also commenced a transfer of common lighting to more energy efficient LED globes and transformers and has reinvigorated its renewable energy supply. This has reduced the overall common carbon footprint of Eq Tower and will hopefully reduce energy consumption by approximately 60% resulting in lower overall costs for years to come.

Through the diligent, ongoing, review of invoices received and paid our management team has again saved the Owners Corporation substantial costs (in excess of $30,000 initially charged for gas consumption).

The Committee intends to continue its endeavour to uphold 'Eq Tower' as Melbourne's primary residential Apartment complex.

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Owners Corporation Notification of Making Rules

OC032776E

25/10/2016 $0.00 OC9

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)

Lodged by
Name: Mills Oakley
Phone: 03 9670 9111
Address: Level 6, 530 Collins Street, Melbourne, 3000
Reference: SJP/AJB/5277584
Customer Code: 13223E

Applicant: *(full name and address including postcode)*

PO006 A'Beckett Pty Ltd of Level 18, 303 Collins Street, Melbourne, 3000

Plan No.: PS724927D Owners Corporation No : 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 25 October 2016

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

ANTHONY JOSEPH BREARLEY
Level 6, 530 Collins Street
Melbourne, Victoria, 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

30BDB12A

OC5

THE BACK OF THIS FORM MUST NOT BE USED

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OC032776E
26/10/2016 $46.30 OCR

Owners Corporation Rules

Owners Corporation 1 Plan of Subdivision 724927D

'EQ Tower'
127-141 A'Beckett Street,
Melbourne 3000

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OC032776E
25/10/2016 148.30 OCR

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A. *RECITAL*

The following Rules have been prepared and are registered with the Plan of Subdivision for the purpose of the control, management, administration and use of a Lot or the Common Property by all owners, occupiers, visitors, guests, contractors and others who may enter upon the Plan of Subdivision so as to ensure that residents have quiet enjoyment of their Lot and/or Common Property at 127-141 A'Beckett Street, Melbourne.

Your Owners Corporation (s) is responsible for ensuring that appropriate rules, measures and procedures are adhered to in order to govern matters common to owners and occupiers who reside at Building Name.

The following rules are binding on Owners (Members), Occupiers and the Owners Corporation and are able to be amended by the Owners Corporation in accordance with the Act.

Occupiers must comply with these Rules and the relevant laws and,

(a) take all reasonable actions to ensure Invitees comply with the following Rules
(b) make their Invitees leave the Building if they do not comply with the following Rules
(c) take reasonable care about who is invited into the Building
(d) accompany Invitees at all times, except when they are entering or leaving the Building, and
(e) not allow another person to do anything which an Occupier cannot do under the following Rules

Owners are responsible for any act, negligence, breach or failure to comply with the following Rules or laws by all of their Invitees (including the occupier(s) of their Lot and their Invitees).

The Owners Corporation exercises such responsibilities through enforcing the Rules and by appointing a Committee of Management in order to give direction to the Manager and to assist with the resolution of matters which are not the responsibility of that Manager.

The Owners Corporation must abide by the Rules, Act and Regulations and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.

These Rules may be added to, amended or revoked by the passing of a Special Resolution (refer Section 96 of the Owners Corporations Act 2006).

B. *DEFINITIONS*

In these rules:

Act means the *Owners Corporations Act 2006* as amended from time to time.

EQ Tower means the land and improvements contained in the Plan and include all the Lots and the Common Property.

Building Works means all design, building and construction works including the construction, erection, fixing, installation or otherwise of any items not originally included with or part of a Lot or Common Property.

Common Property means the land and any improvements erected at building address designated as Common Property on the Plan.

Developer means P0006 A'Beckett Pty Ltd ACN 164 008 557 or Related Body Corporate responsible for the development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

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Development means the development of EQ Tower as a residential community.

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

(a) the operation of the Owners Corporation;

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or

(c) the exercise of a function by a Manager in respect of the Owners Corporation.

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act* 1995 (Vic) entered into by the Initial Owner.

Land means the whole of the land described in the Plan.

Lot means a Lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Owner means an owner of a Lot on the Plan of Subdivision and a member of the Owners Corporation and where the context requires includes the Owner's invitees.

Occupier means the person or entity authorised by the Owner to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

Owners Corporation means Owners Corporation No. PS 7249270 and its representatives who have been provided with delegated powers to act on behalf of the Owners Corporation and will include the Committee of Management, Owners Corporation Manager, Building Manager includes any Manager who, or committee established under section 100 of the Owners Corporation Act 2006 that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.

Plan of Subdivision means Plan of Subdivision 7249270.

Recreational Facilities means the as Common Property on Plan of Subdivision 7249270 and comprising a 25m swimming pool, plant and equipment, change rooms, gymnasium, kitchen, lounge area, media room and/or a multipurpose room, karaoke room, sauna, steam room, cinema, games room and outdoor BBQ areas for use by Occupiers.

Regulations means the *Owners Corporations Regulations* 2007 (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act* 2001 (Cth).

Rule or Rules means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Special Resolution has the same meaning as it has in the Act.

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C. MODEL RULES

These Rules may not provide for a matter which is provided for in the Model Rules prescribed from time to time pursuant to Section 139 (3) of the Owners Corporation Act 2006 and Schedule 2 of the Regulations 2007. If this is the case then these Rules will be deemed to include the provisions of the Model Rules relating to that matter.

1. Health, Safety and Security

1.1 General

1.1.1 An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.

1.1.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.

1.1.3 An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.

1.1.4 An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.

1.1.5 If an owner or occupier of a Lot fails to comply with rule 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.

1.1.6 An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.

1.1.7 An owner or occupier of a Lot must install smoke detectors if applicable on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.

1.1.8 If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Lot, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Lot must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks and providing new security devices for all lots.

1.1.9 The amount of the security deposit as referred to in rule 1.1.8 will be determined, from time to time, by the Owners Corporation.

1.1.10 The Owners Corporation may restrict access by an owner or occupier of a Lot to all or part thereof of Common Property:

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(a) where the name and contact details of the current resident/s are not provided to building management and/or the owners corporation or;

(b) where an owner or occupier of a lot is in breach of an owners corporation rule relating to that part of the Common Property (for example pool, gym, function area and/or car park

1.1.11 An owner or occupier must not:

(a) leave or prop open or permit to remain open any external doors or gates providing access to the Common Property.

(b) compromise the security of the Common Property and keep informed the Owners Corporation Manager of any damage, forced entry or other act that might compromise the security of the Common Property,

(c) permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the Common Property or to allow such leakages within a Lot to spread to another Lot or the Common Property (e.g by pedestrian or vehicular traffic)

1.1.12 (a) In the event of the breach of rule 1.1.11 (c) the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but only after giving 7 days notice requiring the oil leakage to be removed

(b) The owners corporation reserves the right to restrict vehicles from parking in the car park in the event that the owner of the vehicle has been given written notice to rectify the leak but has failed to do so

1.1.13 An owner of a Lot must ensure that all maintenance items as referred to in the maintenance schedule contained in the (buildings) occupancy permit and which are within the Lot or which the Lot owner or occupier has sole use of are checked by the owner or their representative according to the requirements as stated in the above maintenance schedule.

1.2 Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.

1.2.1 An owner or occupier of a Lot must not permit any child under the age of 14 years, and over which the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas or function room or any recreational areas including the pool, where there is a hazard or possible danger

1.3 Security

1.3.1 For security and safety reasons, the Owners Corporation may take measures to protect and secure the Common Property including recreational facilities against fire and other hazards and without limitation may

(a) Close off or restrict access to all or part of the Recreational Facilities on either a permanent or temporary basis;

(b) Permit, to the exclusion of others, any designated part of the Recreational Facilities to be used by the Owners Corporation or any security personnel to operate or monitor security and general safety of the Recreational Facilities,

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(c) Install and operate on the Recreational Facilities audio visual security cameras and other audio visual surveillance equipment for the security of the Recreational Facilities;

(d) Implement a restricted access system to the Recreational Facilities by means of key or other security devices, and

(e) All owners and occupiers of a Lot must take reasonable care to make sure that fire and security doors are locked and closed when they are not being used.

1.4 *Storage and use of flammable liquids and dangerous substances and materials*

1.4.1 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, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.5 *Waste disposal*

1.5.1 An owner or occupier of a Lot 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. Management and Administration

2.1 *Metering of services and apportionment of costs of services*

2.1.1 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, except in the case where a manager is appointed and that manager is entitled pursuant to their contract of appointment with the Owners Corporation, to charge a fee in relation to seeking such reimbursement.

2.1.2 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.

2.1.3 Rule 2.1.2 does not apply if the concession or rebate 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 cut off date for the rebate or concession set by the relevant supplier, or a concession or rebate that is paid directly to the Lot owner or occupier.

2.2 *Common Property and Services*

2.2.1 An owner or occupier of a Lot must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such window.

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2.2.2 An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

(a) the structural integrity of any part of the Common Property is impaired;

(b) the provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or

(c) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.

2.2.3 An owner or occupier of a Lot must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be determined by the Owners Corporation and recovered from the owner or occupier who caused the false alarm.

2.2.4 Any consent given by the Owners Corporation may be qualified or conditional.

2.2.5 An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.

2.2.6 These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.

2.2.7 An owner or occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

NB Fees are outstanding as from the 'due date' if not paid within 28 days from the designated 'due date'

2.2.8 To ensure that the Common Property is respectfully occupied the Owners Corporation or its Committee of Management will from time to time:

(a) Determine the amount ($) of the surety required to be paid by an owner or occupier when moving in or out. Such surety to be retained by the Owners Corporation in the event of damage caused as a result of the move in /move out;

(b) Determine the amount ($) of the surety required to be paid by an owner or occupier to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation, and

(c) Determine the amount ($) of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the Common Property in the course of renovations, building works or similar to the owner's Lot.

2.2.9 The Owners Corporation and/or the Committee of Management will from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owners and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at Building Name.

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2.3 Rights of the Developer

2.3.1 Nothing in these rules shall prevent or hinder the Developer or the Developer's contractors from completing construction of improvements and development of the land affected by the Owners Corporation which is owned by the Developer, or from otherwise complying with the Developer's obligations under section 68(2) of the Owners Corporations Act. Without limitation, the Developer may:

(a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;

(b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;

(c) exclude all and any Members or Occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;

(d) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;

(e) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works;

(f) use any Lot as a display Lot to assist in the marketing and sale of other Lots;

(g) place anywhere on the Common Property signs and other materials relating to the sale of Lots;

(h) conduct in a Lot or on Common Property an auction sale of a Lot;

(i) use in any way it considers necessary any part of the Common Property for the purpose of selling Lots;

(j) use in any way it considers necessary any part of the Common Property to facilitate completion of the subdivision and construction of works;

subject to the Developer's obligations under the Act

2.3.2 The Owners Corporation must sign all necessary consents to permits and/or applications required by the Developer and must close off from access by the public and Lot owners and occupiers any part of the Common Property when it is necessary to do so to facilitate the construction and subdivision by the Developer.

2.3.3 The Owners Corporation authorises and appoints the Developer or agent to sign whatever consents authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.

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2.4 Retail Tenancy Lots

2.4.1 Without limiting any other rule, the owner or occupier of a Lot used for retail purposes must,

(a) comply with all health, noise and other regulations in carrying on the business from the Lot,

(b) not carry on the business (nor allow access to the Lot for cleaning) outside the hours of 6.00am and 1.00am unless otherwise entitled to as a matter of law,

(c) properly filter all vapour to ensure all oil particles are removed prior to exhausting so that the filtered air contains no residual burnt or cooked oil smell to the surrounding Lots or Common Property, and

(d) make an application to the City of Maribyrnong to affix signage externally to the glass windows of the Lot and no unreasonable request for such signage will be refused by the Owners Corporation

2.4.2 Nothing herein shall prevent or prohibit the owner or occupier of a retail Lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit provided that at times the owner or occupier of such retail Lot,

(a) operates lawfully

(b) obtains each and every permit, liquor licence or other consent required;

(c) operates within the terms of any such liquor licence, permit or consent,

(d) stores its garbage and waste in receptacles approved by the Manager in such part of the Common Property as is approved by the Manager from time to time;

(e) arrange for all garbage and waste to be collected and removed from the Building as reasonably necessary and in any event at least once each week. The tenancy will be responsible for choosing a waste provider, negotiating a service agreement and paying for those services,

(f) avoid unnecessary noise when filling bins,

(g) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

(h) Ensure garbage is drained and securely wrapped,

(i) Ensure all cardboard and paper waste is cut up or folded so as to fit in bins,

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(j) Store all bins within the Lot or any area designated for the storage of bins and must not store bins or leave garbage on Common Property;

The Owners Corporation agrees not to do any such act which may hinder or prevent the owner or occupier of a retail tenancy Lot from conducting its business.

3. Use of Common Property

3.1 General

3.1.1 An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property

3.1.2 An owner or occupier of a Lot must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property.

3.1.3 An approval under 3.1.2 may state a period for which the approval is granted.

3.1.4 An owner or occupier of a Lot must not use the Common Property for the making of any public announcement.

3.1.5 An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.

3.1.6 An owner or occupier of a lot or a person who is a guest of the owner or occupier of a Lot must not smoke on the Common Property including car park.

3.1.7 An owner or occupier of a lot must not, and must ensure that the guests, visitors or similar do not, consume alcohol on the Common Property

3.1.8 An owner or occupier of a lot must not store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation

3.1.9 Use of Common Property power outlets is not permitted for personal use.

3.2 Animals

3.2.1 An owner or occupier of a lot must not permit any animal to enter upon the Common Property unless that animal is on a leash or is being carried

3.2.2 If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Common Property, or is causing damage to the Common Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.

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3.2.3 An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 3.2.2 must remove that animal immediately from the Common Property after having been given written notice of such resolution.

3.2.4 Rule 3.2.3 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.

3.3 Damages to Common Property

3.3.1 An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

3.3.2 An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.

3.3.3 Any approval or direction under 3.3.1 and/or 3.3.2 may state a period for which the approval is granted and specify the works and conditions to which the approval is subject.

3.3.4 An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage or defect to the Common Property.

3.3.5 Without limiting the operation of any other rule of the Owners Corporation, an owner or occupier must make good, repair and/or reinstate any damage or alteration to the Common Property caused by the owner or occupier within seven days or such longer time as the Manager deems appropriate having regard to the nature and extent of the damage. If the owner or occupier fails to make good, repair and/or reinstate the Common Property in accordance with this rule 3.3.5 within seven (7) days or such other time as determined by the Manager, the Owners Corporation may take all necessary steps to make good, repair or reinstate the Common Property at the cost of the relevant owner or occupier, who must reimburse the Owners Corporation all of its costs of doing so within seven (7) days of the Owners Corporation's demand, and the Owners Corporation shall be entitled to recover such costs from the owner or occupier as a debt due.

3.4 Deposit of rubbish and other material on Common Property

3.4.1 All general waste must be bagged in water tight bags and tied and be disposed of in such areas or receptacles as the Owners Corporation may designate from time to time.

3.4.2 All recycling items to be disposed of in such areas or receptacles as the Owners Corporation may designate from time to time.

3.4.3 All cardboard boxes are to be flattened and disposed neatly of in such areas or receptacles as the Owners Corporation may designate from time to time.

3.4.4 No hard rubbish is to be left on the Common Property and any resident found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the resident responsible for the dumping of the rubbish.

3.4.5 No rubbish or waste shall be placed on Common Property without the written approval of the Owners Corporation.

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3.4.6 An owner or occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the owner or occupier concerned.

3.4.7 An owner or occupier who is found responsible for dumping general waste and/or recycling items onto Common Property which is not a designated area will be charged for the cost of relocating the waste and cleaning the area

3.5 Moving of certain articles

3.5.1 An owner or occupier of a Lot must comply at all times with any directions of the Manager in relation to the moving of the furniture

3.5.2 An owner or occupier of a Lot must give at least seventy-two (72) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot to enable a representative of the Owners Corporation to be present and to supervise the moving at the owner or occupier's cost. If less than 72 hours' notice is given an alternate delivery time may need to be arranged.

3.5.3 The moving of furniture, fittings or equipment must be done in a manner and at the time directed by the representative of the Owners Corporation provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the owner or occupier of any other Lot

3.5.4 An owner or occupier of a Lot without the consent of the Owners Corporation must not use the lift for delivery or removal of goods except between the hours of 9.00 a.m. and 5.00 p.m. on business days and then only when the lift covers have been installed.

3.5.5 An owner or occupier or a guest of an owner or occupier of a Lot must not use the lift/s or foyer for the carriage of bicycles.

3.5.6 An owner or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or occupiers use of the lifts.

3.5.7 An owner or occupier of a Lot must not damage, obstruct or interfere with the lift stairways, corridors or any other Common Property when moving any items in or out of any Lot

3.5.8 An owner or occupier of a Lot must pay compensation to the Owners Corporation in respect of such damage to the extent that the damage has not or cannot be made good pursuant to Rule 3.3.4 within 7 days of demand by the Owners Corporation.

3.5.9 An owner or occupier of a Lot will be required to pay for the cost of cleaning any part of the Common Property which may be necessary (as determined by the Owners Corporation at its sole discretion) as a result of the movement of furniture through the Common Property

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3.6 *Recreational Facilities*

3.6.1 *BBQ Outdoor Area*

The following rules apply to the use of the BBQ outdoor area which must be observed by owner or occupier of a Lot:

(a) Hours of use of the BBQ outdoor area is between 8.00am to 10.00pm Monday to Sunday or unless otherwise determined by the Owners Corporation,

(b) All users will be responsible for any damage, cleaning, reinstatement costs included by the Owners Corporation as a result of the use of the BBQ outdoor area.

(c) Making any undue noise in the BBQ outdoor area is prohibited,

(d) The BBQ outdoor area must not be used for any commercial purposes;

(e) The responsible consumption of alcohol by an owner or occupier of a Lot is permitted within the BBQ outdoor area. This rule is to be regarded as a privilege and not a right and the quiet enjoyment of other users must be of the first priority, and

(f) All users are required to use common sense and fairness in the use of the BBQ facilities. All users should respect the fact that they must share the facilities in an equitable manner and that some owners or occupiers may be sleeping whilst the facilities are being used. Failure to comply with the reasonableness approach may result in the user being refused access

3.6.2 *Cinema, Games and Karaoke Rooms*

The following rules apply to the use of the cinema, games and karaoke rooms which must be observed by an owner or occupier of a Lot.

(a) The hours of use of the cinema, games and karaoke rooms are between 9.00am to 12.00 midnight Monday to Sunday unless otherwise determined by the Owners Corporation;

(b) Depending upon the level of use the Owners Corporation may require that these rooms are booked in advance and a bond paid;

(c) The cinema, games and karaoke rooms are for use by an owner or occupier of a Lot and no more than 2 guests at any one time and such guests are to be accompanied by an owner or occupier of a Lot at all times

(d) Alcohol and food are not permitted in the cinema, games and karaoke rooms.

(e) Smoking is not permitted in the cinema, games and karaoke rooms;

(f) All users are required to use common sense and fairness in the use of these rooms and all users should respect the fact that they must share the facilities in an equitable manner and that some owners or occupiers may be sleeping whilst the facilities are being used. Failure to comply with the reasonableness approach may result in the user being refused access by the Owners Corporation or its representative, and

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(g) All users will be responsible for any damage, cleaning, reinstatement costs included by the Owners Corporation as a result of use of the cinema, games and karaoke rooms.

3.6.3 *Change Room*

The following rules apply to the use of the change room area which must be observed by an owner or occupier of a Lot:

(a) Children under the age of fourteen (14) are not permitted to in the change rooms unless accompanied by an adult;

(b) Glass objects, drinking glasses and sharp objects are not permitted in the change rooms;

(c) Alcohol and food are not permitted in the change rooms;

(d) The change rooms are for use by an owner or occupier of a Lot and no more than 2 guests at any one time and such guests are to be accompanied by an owner or occupier of a Lot at all times;

(e) Smoking is not permitted in the change rooms.

(f) Hours of use for the change rooms are 6.00am to 10.00pm or unless otherwise determined by the Owners Corporation;

(g) Footwear must be worn to and from the change rooms;

(h) Showers should be kept to no longer than three (3) minutes to ensure other users are not kept waiting too long and for water conservation;

(i) All users of the change rooms do so at their own risk; and

(j) Mobile phones or any camera operated devices are not permitted in the change rooms at any time

3.6.4 *Gymnasium*

The following rules apply to the use of the gymnasium area which must be observed by an owner or occupier of a lot:

(a) Children under the age of sixteen (16) are not permitted to use the gymnasium;

(b) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;

(c) The gymnasium is for use by an owners or occupier of a Lot only;

(d) Alcohol and food are not allowed in the gymnasium;

(e) Smoking is not permitted in the gymnasium.

(f) All users of the gymnasium must carry a towel at all times and wipe down equipment after use;

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(g) Hours of use are from 6.00am to 10.00pm between Monday to Sunday or unless otherwise determined by the Owners Corporation;

(h) Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium, socks and gym shoes are to be worn at all times;

(i) Suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium;

(j) All users of the gymnasium must not kick the walls or columns, mishandle or misuse equipment in the gymnasium;

(k) All users of the gymnasium must be professional inducted as to the use of the equipment prior to the Owners Corporation granting access to the gymnasium area

(l) All users must turn off all lights and air-conditioning when leaving and shall show courtesy to other users;

(m) All users of the gymnasium do so at their own risk;

(n) No music, other than that provided by the Owners Corporation is allowed in the gymnasium; and

(o) Mobile phones, cameras or any recording devices are not permitted in the gymnasium at any time without the consent of the Owners Corporation.

3.6.5 *Kitchen, Dining and Lounge Area (if applicable)*

The following rules apply to the use of the kitchen/dining/lounge areas which must be observed by an owner or occupier of a Lot:

(a) The hours of use of the kitchen/dining/lounge area are between 9.00am to 12.00 midnight Monday to Sunday or unless otherwise determined by the Owners Corporation;

(b) The kitchen and dining must be booked in advance in writing to the Owners Corporation or building manager / caretaker,

(c) A bond may be required to be paid when using the kitchen/dining/lounge area facilities;

(d) All users will be responsible for any damage, cleaning, reinstatement costs included by the Owners Corporation as a result of use of the kitchen/dining/lounge area,

(e) Smoking or making any undue noise in the kitchen/dining/lounge area is prohibited;

(f) The kitchen/dining/lounge areas must not be used for any commercial purposes,

(g) The responsible consumption of alcohol by an owner or occupier of a Lot is permitted within the kitchen/dining/lounge areas. This rules is to be regarded as a privilege and not a right and the quiet enjoyment of other users must be of the first priority.

(h) All users are to ensure that glasses, dishes, cutlery are stacked in the dishwasher and the area kept clean and tidy during and after their use; and

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(i) All users are required to use common sense and fairness in the use of the kitchen/dining/lounge area facilities. All users should respect the fact that they must share the facilities in an equitable manner and that some owners or occupiers may be sleeping whilst the facilities are being used. Failure to comply with the reasonableness approach may result in the user being refused access.

3.6.6 *Media Room and/or Multipurpose Room*

The following rules apply to the use of the Media Room and/or Multipurpose Room which must be observed by an owner or occupier of a Lot:

(a) Hours of use of the Media Room and/or Multipurpose Room are between 9.00am and 12.00 midnight Monday to Sunday, with the first movie able to commence at 9.00am and the last movie to be completed by 12.00 midnight or unless otherwise determined by the Owners Corporation;

(b) The Media Room and/or Multipurpose Room must be booked by an owner or occupier of a Lot in advance, in writing to the Owners Corporation except for certain special days of the year when the use of the Media Room and/or Multipurpose Room will be restricted such as;

(i) Melbourne Cup

(ii) AFL Grand Final

(iii) FIFA World Cup

(iv) Melbourne F-1 Grand Prix

(v) Any other event that the Owners Corporation deems appropriate;

(c) The owner or occupier of a Lot responsible for the booking must at all times be in attendance during any reserved use;

(d) The owner or occupier responsible for the booking will be responsible for any damage, clearing or reinstatement costs included by the Owners Corporation as a result of the use of the Media Room and/or Multipurpose Room;

(e) Smoking or making any undue noise or consuming any food or alcohol in the Media Room and/or Multipurpose Room is prohibited unless approved in writing by the Owners Corporation;

(f) Users must touch or interfere with any of the equipment in the Media Room and/or Multipurpose Room;

(g) Only the Owners Corporation is permitted to operate the Media Room and/or Multipurpose Room equipment;

(h) All users must leave the Media Room in the same condition in which it was found;

(i) The Media Room and/or Multipurpose Room must not be used for any commercial purposes;

(j) Only a maximum of twelve (12) people can use the Media Room at a time.

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3.6.7 *Swimming Pool (including Spa and Sauna)*

The following rules apply to the use of the swimming pool area which must be observed by an owner or occupier of a Lot:

(a) Children under the age of fourteen (14) may only use the swimming pool area if supervised by an adult at all times;

(b) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool areas;

(c) Alcohol and food are not permitted in the swimming pool area;

(d) The swimming pool areas are for use by an owner or occupier of a Lot only and no more than two (2) guests per the owner or occupier at any time and such guests are to be accompanied by an owner or occupier

(e) Smoking is not permitted in the swimming pool areas;

(f) For hygiene reasons, all users must shower prior to entering the swimming pool area;

(g) Jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;

(h) Spitting is not permitted in the swimming pool or swimming pool area;

(i) Hours of use are 6.00am to 10.00pm between Monday to Sunday or unless otherwise determined by the Owners Corporation;

(j) All users of the swimming pool area must dry off before leaving this area;

(k) Non-slip footwear must be worn to and from swimming pool area;

(l) Appropriate attire must be worn at all times when in the swimming pool area;

(m) Nude bathing is prohibited and females must wear a bathing top in the swimming pool and adjoining areas; and

(n) All users of the swimming pool area do so at their own risk.

3.7 Signage

3.7.1 An owner or occupier of a Lot must not place any signage or hoarding on the Common Property without the written approval of the Owners Corporation.

3.7.2 An owner or occupier of a lot must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property or within a Lot where it is visible from outside of a Lot

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3.8 Vehicles and parking on Common Property

3.8.1 An owner or occupier of a Lot must not, except in the case of emergency, permit a motor vehicle, motorcycle or trailer 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 situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or

(d) in any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose

3.8.2 An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven in any direction other than as specified by signage or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation

3.8.3 An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any Common Property whatsoever unless an area has been specifically designated by the Owners Corporation

3.8.4 (a) An owner or occupier of a Lot must not park in the visitors' parking spaces

(b) An owner or occupier must not permit a motor vehicle, motorcycle, trailer or similar

(i) to be parked or left in allocated visitors' parking spaces for more than the posted limits unless a written permit is obtained from the Owners Corporation.

(ii) to be parked or left in allocated visitors' parking spaces where the purpose of the visit is to attend a property other than the Development.

3.8.5 The Owners Corporation and/or the Committee of Management may change the posted limits for the allocated visitors' parking spaces from time to time to meet the changing needs of owners and occupiers.

4. Lots

4.1 Change of use of Lots

4.1.1 An owner or occupier of a Lot is prohibited from changing the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation or which would constitute a breach of any permit or planning instrument.

4.1.2 No business or commercial activity including serviced apartments, Airbnb or similar is to be operated from the Lot except from time to time in a "home office" within a Lot and provided always that no signage for such business or commercial activity is permitted which is visible from outside the Lot.

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4.1.3 An owner or occupier of a Lot must not use or permit a lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

4.1.4 To preserve the amenity of the Development for all residents, an owner or occupier of a Lot must not and must not permit any lease, sub-lease, licence or sub-licence or permit any arrangement of their Lot for a period of less than twenty-eight (28) days without the prior written consent of the Owners Corporation

4.2 External Appearance of Lots

4.2.1 *General*

(a) An owner or occupier must keep their Lot and their balcony/s clean and in good repair at all times – refer Section 129 of the Owners Corporations Act 2006.

(b) An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish, or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation.

(c) An owner or occupier of a Lot must not construct or erect any outside wireless television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation.

(d) An owner or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.

(e) An owner or occupier must not store, place, retain or similar any personal contents, furniture or similar in a car space forming part of the lot

4.2.2 *Balconies, Private Gardens, Terraces*

(a) An owner or occupier must not place, display or hang any chattel item (including any wind chimes) on or from a balcony or similar or a window forming part of the Lot or Common Property.

(b) An owner or occupier must not store bicycles or other articles on the balconies or exteriors of the Lots

(c) An owner or occupier of a Lot must not construct, erect or keep any sheds, kennels, bird cages or structures of any nature or description on any terrace, patio or balcony or any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace, patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities.

(d) An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure

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minimal disturbance to other lots.

(e) An owner or occupier of a Lot must grant to the Owners Corporation it servants and agents upon the owner or occupier being given 7 days prior written notice, the right of access to any balcony, private garden and/or terrace forming part of the Lot for the purpose of maintenance of:

(i) the external walls of the Common Property;

(ii) the cleaning of the outside of the windows;

(iii) the cleaning of the external façade of the Common Property, and the cleaning of the balcony, private garden and/or terrace within the Lot and visible from the external of the building.

(f) An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet, blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the lot including the balcony or such as to be visible from outside the lot except as provided by the Owners Corporation.

4.2.3 *Awnings, Flywire Screens, Window Furnishings*

(a) An Owner or occupier of a lot must not install any awning, flywire screen, security door, or any other exterior fixture or fitting without first having obtained written approval to do so by the Owners Corporation

(b) Subject to rule 4.2.3(a), an owner or occupier of a Lot may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects, if the device, screen or barrier is soundly built, is consistent with the colour, style and materials of the building, and does not interfere with the use by other owners and occupiers of their Lots and/or the Common Property. The owner of any such device, screen or barrier must keep it in good repair.

(c) An owner or occupier of a Lot must not install any curtains, blinds or other window furnishings on the interior or exterior of any windows forming part of the Lot without first having obtained written approval to do so by the Owners Corporation and/or other than specified by the Owners Corporation Specification which is as follows

Owners Corporation Specifications
Fabric: Hunter Douglas Per Blockout
Colour: Yen
Type: Roller Blind (Block out and blind together or one as preferred by owner)
Supplier: Lovelight (Phone: 1300 763 171) - http://www.lovelight.com.au/eq-tower

Alternative

Fabric: Hunter Douglas Neotech Sunscreens
Colour: Midnight
Type: Roller Blind (Block out and blind together or one as preferred by owner)
Supplier: Lovelight (Phone: 1300 763 171) - http://www.lovelight.com.au/eq-tower

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4.3 ***Renovations***

4.3.1 *Requiring notice to Owners Corporation of any renovations to Lots*

An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated

4.3.2 *Time within work on Lots can be carried out*

(a) An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.00am to 4.00pm.

(b) The works as referred to in 4.3.2(a) above are not to be undertaken on weekends and/or public holidays.

(c) Subject to Rules 4.3.1 and 4.3.2, Rule 5 is also applicable.

5. Design Construction and Landscaping

5.1 ***Building Works***

An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the owner or occupier:

5.1.1 submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier which affect the external appearance of the building, or any of the Common Property or which affect the building structure or services or the fire or acoustic ratings of any component of the building, and

5.1.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation requests and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and

5.1.3 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid.

5.1.4 pays such reasonable costs to the Owners Corporation, and

5.1.5 has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.

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5.2 Requiring Notice to Owners Corporation of any Building Works to Lots

An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all lots abutting the said Lot

5.3 Time within work on Lots can be carried out

5.3.1 An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.00am to 4.00pm on weekdays or at all on weekends and public holidays.

5.3.2 Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.

5.3.3 An owner or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners and occupiers.

5.3.4 An owner or occupier of a Lot must ensure that the owner or occupier and the their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.

5.3.5 Before any of the owner or occupier's works commence the owner or occupier must

(a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation, and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

5.3.6 Access shall not be available to other Lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of Common Property.

5.3.7 An owner or occupier of a Lot must ensure that the owner or occupier and the their servants, agents and contractors undertaking such works must provide protection to Common Property at all times.

5.3.8 An owner or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.3.9 An owner or occupier must pay the designated surety (refer 3.2.8[c]) prior to starting any building

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6. Behaviour of Persons

6.1 *Behaviour of owners, occupiers and invitees on Common Property*

6.1.1 An owner or occupier of a Lot must not, and 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*

6.2.1 An owner or occupier of a Lot must not make or permit to be made any noise from machinery which may be heard outside the Lot between the hours of 4pm and 8am.

6.2.2 An owner or occupier of a Lot must not make or permit to be made any noise from music which may be heard outside the Lot between the hours of 10pm and 8am.

6.2.3 An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.

6.2.4 Rule 6.2.1 and/or 6.2.2 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

7.1 *Grievance Procedure*

7.1.1 The grievance procedure set out in this rule applies to disputes involving more than one of any Lot owner, occupier of a Lot, the Manager or the Owners Corporation.

7.1.2 A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.

7.1.3 The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

7.1.4 The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

7.1.5 The respondent may, at the time of receiving the complaint, request that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

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within 7 days and the parties to the complaint must act in good faith to attempt to resolve the complaint within a further 7 days

7.1.6 If the grievance committee of the Owners Corporation or the Owners Corporation determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation or the Owners Corporation may determine what action to take upon the information which they are given, in accordance with the Act.

7.1.7 A party to the dispute may appoint a person to assist them at any meeting organised pursuant to rule 7.1.8.

7.1.8 If the complaint cannot be resolved within the period referred to in rule 7.1.5, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.

7.1.9 The process outlined in this rule 7 is separate from and does not limit any further action under Part 10 of the Act.

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Owners Corporation Notification of Making Rules

OC032777C
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Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by
Name: Mills Oakley
Phone: 03 9670 9111
Address: Level 6, 530 Collins Street, Melbourne
Reference: SJP/AJB/5277584
Customer Code: 13223E

Applicant: *(full name and address including postcode)*

PODOS A'Beckett Pty Ltd of Level 18, 303 Collins Street, Melbourne, 3000

Plan No. PS724627D Owners Corporation No.: 2

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 25 October 2016

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

ANTHONY JOSEPH BREARLEY
Level 6, 530 Collins Street
Melbourne, Victoria, 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

308038124

OC5

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Owners Corporation Rules

Owners Corporation 2 Plan of Subdivision 724927D

'EQ Tower'
127-141 A'Beckett Street,
Melbourne 3000

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A. RECITAL

The following Rules have been prepared and are registered with the Plan of Subdivision for the purpose of the control, management, administration and use of a Lot or the Common Property by all owners, occupiers, visitors, guests, contractors and others who may enter upon the Plan of Subdivision so as to ensure that residents have quiet enjoyment of their Lot and/or Common Property at 127-141 A'Beckett Street, Melbourne

Your Owners Corporation (s) is responsible for ensuring that appropriate rules, measures and procedures are adhered to in order to govern matters common to owners and occupiers who reside at Building Name

The following rules are binding on Owners (Members), Occupiers and the Owners Corporation and are able to be amended by the Owners Corporation in accordance with the Act.

Occupiers must comply with these Rules and the relevant laws and;

(a) take all reasonable actions to ensure Invitees comply with the following Rules
(b) make their Invitees leave the Building if they do not comply with the following Rules
(c) take reasonable care about who is invited into the Building
(d) accompany Invitees at all times, except when they are entering or leaving the Building, and
(e) not allow another person to do anything which an Occupier cannot do under the following Rules

Owners are responsible for any act, negligence, breach or failure to comply with the following Rules or laws by all of their Invitees (including the occupier(s) of their Lot and their Invitees).

The Owners Corporation exercises such responsibilities through enforcing the Rules and by appointing a Committee of Management in order to give direction to the Manager and to assist with the resolution of matters which are not the responsibility of that Manager.

The Owners Corporation must abide by the Rules, Act and Regulations and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence

These Rules may be added to, amended or revoked by the passing of a Special Resolution (refer Section 96 of the Owners Corporations Act 2006)

B. DEFINITIONS

In these rules:

Act means the *Owners Corporations Act 2006* as amended from time to time

EQ Tower means the land and improvements contained in the Plan and include all the Lots and the Common Property

Building Works means all design, building and construction works including the construction, erection, fixing, installation or otherwise of any item not originally included with or part of a Lot or Common Property.

Common Property means the land and any improvements erected at building address designated as Common Property on the Plan.

Developer means PDDOG A'Beckett Pty Ltd ACN 164 608 557 or Related Body Corporate responsible for the development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees

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Development means the development of EQ Tower as a residential community.

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

(a) the operation of the Owners Corporation,

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules, or

(c) the exercise of a function by a Manager in respect of the Owners Corporation

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner

Land means the whole of the land described in the Plan.

Lot means a Lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees

Owner means an owner of a Lot on the Plan of Subdivision and a member of the Owners Corporation and where the context requires includes their invitees.

Occupier means the person or entity authorised by the Owner to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees

Owners Corporation means Owners Corporation No PS 724927D and its representatives who have been provided with delegated powers to act on behalf of the Owners Corporation and will include the Committee of Management, Owners Corporation Manager, Building Manager includes any Manager who, or committee established under section 100 of the Owners Corporation Act 2006 that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.

Plan of Subdivision means Plan of Subdivision 724927D

Recreational Facilities means the as Common Property on Plan of Subdivision 724927D and comprising a 25m swimming pool, plant and equipment, change rooms, gymnasium, kitchen, lounge area, media room and/or a multi purpose room, karaoke room, sauna, steam room, cinema, games room and outdoor BBQ areas for use by Occupiers

Regulations means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth)

Rule or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time

Special Resolution has the same meaning as it has in the Act.

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C. MODEL RULES

These Rules may not provide for a matter which is provided for in the Model Rules prescribed from time to time pursuant to Section 139 (3) of the Owners Corporation Act 2006 and Schedule 2 of the Regulations 2007. If this is the case then these Rules will be deemed to include the provisions of the Model Rules relating to that matter.

1. Health, Safety and Security

1.1 General

1.1.1 An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.

1.1.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.

1.1.3 An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.

1.1.4 An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.

1.1.5 If an owner or occupier of a Lot fails to comply with rule 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.

1.1.6 An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.

1.1.7 An owner or occupier of a Lot must install smoke detectors if applicable on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.

1.1.8 If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Lot is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Lot must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks and providing new security devices for all Lots.

1.1.9 The amount of the security deposit as referred to in rule 1.1.8 will be determined, from time to time, by the Owners Corporation.

1.1.10 The Owners Corporation may restrict access by an owner or occupier of a Lot to all or part thereof of Common Property.

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(a) where the name and contact details of the current resident/s are not provided to building management and/or the owners corporation or;

(b) where an owner or occupier of a lot is in breach of an owners corporation rule relating to that part of the Common Property. For example pool, gym, function area and/or car park

1.1.11 An owner or occupier must not:

(a) leave or prop open or permit to remain open any external doors or gates providing access to the Common Property;

(b) compromise the security of the Common Property and keep informed the Owners Corporation Manager of any damage, forced entry or other act that might compromise the security of the Common Property.

(c) permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the Common Property or to allow such leakages within a Lot to spread to another lot or the Common Property (e.g by pedestrian or vehicular traffic)

1.1.12 (a) In the event of the breach of rule 1.1.11 (c) the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but only after giving 7 days notice requiring the oil leakage to be removed.

(b) The owners corporation reserves the right to restrict vehicles from parking in the car park in the event that the owner of the vehicle has been given written notice to rectify the leak but has failed to do so.

1.1.13 An owner of a Lot must ensure that all maintenance items as referred to in the maintenance schedule contained in the (building) occupancy permit and which are within the Lot or which the Lot owner or occupier has sole use of are checked by the owner or their representative according to the requirements as stated in the above maintenance schedule.

1.2 Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.

1.2.1 An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas or function room or any recreational areas including the pool, where there is a hazard or possible danger.

1.3 Security

1.3.1 For security and safety reasons, the Owners Corporation may take measures to protect and secure the Common Property including recreational facilities against fire and other hazards and without limitation may:

(a) Close off or restrict access to all or part of the Recreational Facilities on either a permanent or temporary basis;

(b) Permit, to the exclusion of others, any designated part of the Recreational Facilities to be used by the Owners Corporation or any security personnel to operate or monitor security and general safety of the Recreational Facilities;

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(c) Install and operate on the Recreational Facilities audio visual security cameras and other audio visual surveillance equipment for the security of the Recreational Facilities;

(d) Implement a restricted access system to the Recreational Facilities by means of key or other security devices; and

(e) All owners and occupiers of a Lot must take reasonable care to make sure that fire and security doors are locked and closed when they are not being used

1.4 Storage and use of flammable liquids and dangerous substances and materials

1.4.1 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, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.5 Waste disposal

1.5.1 An owner or occupier of a Lot 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. Management and Administration

2.1 Metering or services and apportionment of costs of services

2.1.1 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, except in the case where a manager is appointed and that manager is entitled pursuant to their contract of appointment with the Owners Corporation, to charge a fee in relation to seeking such reimbursement.

2.1.2 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.

2.1.3 Rule 2.1.2 does not apply if the concession or rebate 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 cutoff date for the rebate or concession set by the relevant supplier, or a concession or rebate that is paid directly to the Lot owner or occupier

2.2 Common Property and Services

2.2.1 An owner or occupier of a Lot must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such window

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2.2.2 An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that

(a) the structural integrity of any part of the Common Property is impaired;

(b) the provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or

(c) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.

2.2.3 An owner or occupier of a Lot must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be determined by the Owners Corporation and recovered from the owner or occupier who caused the false alarm.

2.2.4 Any consent given by the Owners Corporation may be qualified or conditional.

2.2.5 An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.

2.2.6 These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.

2.2.7 An owner or occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

NB Fees are outstanding as from the 'due date' if not paid within 28 days from the designated 'due date'

2.2.8 To ensure that the Common Property is respectfully occupied the Owners Corporation or its Committee of Management will from time to time:

(a) Determine the amount [$] of the surety required to be paid by an owner or occupier when moving in or out. Such surety to be retained by the Owners Corporation in the event of damage caused as a result of the move in /move out.

(b) Determine the amount [$] of the surety required to be paid by an owner or occupier to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation, and

(c) Determine the amount [$] of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the Common Property in the course of renovations, building works or similar to the owner's Lot.

2.2.9 The Owners Corporation and/or the Committee of Management will from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owners and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at Building Name.

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2.3 Rights of the Developer

2.3.1 Nothing in these rules shall prevent or hinder the Developer or the Developer's contractors from completing construction of improvements and development of the land affected by the Owners Corporation which is owned by the Developer, or from otherwise complying with the Developer's obligations under section 68(2) of the Owners Corporations Act. Without limitation, the Developer may:

(a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;

(b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;

(c) exclude all and any Members or Occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;

(d) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit.

(e) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

(f) use any Lot as a display Lot to assist in the marketing and sale of other Lots;

(g) place anywhere on the Common Property signs and other materials relating to the sale of Lots;

(h) conduct in a Lot or on Common Property an auction sale of a Lot

(i) use in any way it considers necessary any part of the Common Property for the purpose of selling Lots

(j) use in any way it considers necessary any part of the Common Property to facilitate completion of the subdivision and construction of works;

subject to the Developer's obligations under the Act.

2.3.2 The Owners Corporation must sign all necessary consents to permits and/or applications required by the Developer and must close off from access by the public and Lot owners and occupiers any part of the Common Property when it is necessary to do so to facilitate the construction and subdivision by the Developer.

2.3.3 The Owners Corporation authorises and appoints the Developer or agent to sign whatever consents authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.

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2.4 Retail Tenancy Lots

2.4.1 Without limiting any other rule, the owner or occupier of a Lot used for retail purposes must,

(a) comply with all health, noise and other regulations in carrying on the business from the Lot;

(b) not carry on the business (nor allow access to the Lot for cleaning) outside the hours of 6.00am and 1.00am unless otherwise entitled to as a matter of law;

(c) properly filter all vapour to ensure all oil particles are removed prior to exhausting so that the filtered air contains no residual burnt or cooked oil smell to the surrounding Lots or Common Property; and

(c) make an application to the City of Maribyrnong to affix signage externally to the glass windows of the Lot and no unreasonable request for such signage will be refused by the Owners Corporation

2.4.2 Nothing herein shall prevent or prohibit the owner or occupier of a retail Lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit provided that all times the owner or occupier of such retail Lot;

(a) operates lawfully

(b) obtains each and every permit, liquor licence or other consent required;

(c) operates within the terms of any such liquor licence, permit or consent,

(d) stores its garbage and waste in receptacles approved by the Manager in such part of the Common Property as is approved by the Manager from time to time;

(e) arrange for all garbage and waste to be collected and removed from the Building as reasonably necessary and in any event at least once each week. The tenancy will be responsible for choosing a waste provider, negotiating a service agreement and paying for those services;

(f) avoid unnecessary noise when filling bins;

(g) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

(h) Ensure garbage is drained and securely wrapped;

(i) Ensure all cardboard and paper waste is cut up or folded so as to fit in bins;

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(j) Store all bins within the Lot or any area designated for the storage of bins and must not store bins or leave garbage on Common Property;

The Owners Corporation agrees not to do any such act which may hinder or prevent the owner or occupier of a retail tenancy Lot from conducting its business

3. Use of Common Property

3.1 *General*

3.1.1 An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property

3.1.2 An owner or occupier of a lot must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property

3.1.3 An approval under 3.1.2 may state a period for which the approval is granted

3.1.4 An owner or occupier of a lot must not use the Common Property for the making of any public announcement

3.1.5 An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.

3.1.6 An owner or occupier of a Lot or a person who is a guest of the owner or occupier of a Lot must not smoke on the Common Property including car park

3.1.7 An owner or occupier of a Lot must not, and must ensure that their guests, visitors or similar do not, consume alcohol on the Common Property.

3.1.8 An owner or occupier of a Lot must not store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation

3.1.9 Use of Common Property power outlets is not permitted for personal use.

3.2 *Animals*

3.2.1 An owner or occupier of a Lot must not permit any animal to enter upon the Common Property unless that animal is on a leash or is being carried.

3.2.2 If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Common Property, or is causing damage to the Common Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.

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3.2.3 An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 3.2.2 must remove that animal immediately from the Common Property after having been given written notice of such resolution.

3.2.4 Rule 3.2.3 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.

3.3 Damages to Common Property

3.3.1 An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

3.3.2 An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.

3.3.3 Any approval or direction under 3.3.1 and/or 3.3.2 may state a period for which the approval is granted and specify the works and conditions to which the approval is subject.

3.3.4 An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage or defect to the Common Property.

3.3.5 Without limiting the operation of any other rule of the Owners Corporation, an owner or occupier must make good, repair and/or reinstate any damage or alteration to the Common Property caused by the owner or occupier within seven days or such longer time as the Manager deems appropriate having regard to the nature and extent of the damage. If the owner or occupier fails to make good, repair and/or reinstate the Common Property in accordance with this rule 3.3.5 within seven (7) days or such other time as determined by the Manager, the Owners Corporation may take all necessary steps to make good, repair or reinstate the Common Property at the cost of the relevant owner or occupier, who must reimburse the Owners Corporation all of its costs of doing so within seven (7) days of the Owners Corporation's demand, and the Owners Corporation shall be entitled to recover such costs from the owner or occupier as a debt due.

3.4 Deposit of rubbish and other material on Common Property

3.4.1 All general waste must be bagged in water tight bags and tied and be disposed of in such areas or receptacles as the Owners Corporation may designate from time to time.

3.4.2 All recycling items to be disposed of in such areas or receptacles as the Owners Corporation may designate from time to time.

3.4.3 All cardboard boxes are to be flattened and disposed neatly of in such areas or receptacles as the Owners Corporation may designate from time to time.

3.4.4 No hard rubbish is to be left on the Common Property and any resident found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the resident responsible for the dumping of the rubbish.

3.4.5 No rubbish or waste shall be placed on Common Property without the written approval of the Owners Corporation.

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3.4.6 An owner or occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the owner or occupier concerned.

3.4.7 An owner or occupier who is found responsible for dumping general waste and/or recycling items onto Common Property which is not a designated area will be charged for the cost of relocating the waste and cleaning the area.

3.5 Moving of certain articles

3.5.1 An owner or occupier of a Lot must comply at all times with any directions of the Manager in relation to the moving of the furniture.

3.5.2 An owner or occupier of a Lot must give at least seventy-two (72) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot to enable a representative of the Owners Corporation to be present and to supervise the moving at the owner or occupier's cost. If less than 72 hours' notice is given an alternate delivery time may need to be arranged.

3.5.3 The moving of furniture, fittings or equipment must be done in a manner and at the time directed by the representative of the Owners Corporation provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the owner or occupier of any other Lot.

3.5.4 An owner or occupier of a Lot without the consent of the Owners Corporation must not use the lift for delivery or removal of goods except between the hours of 9.00 a.m. and 5.00 p.m. on business days and then only when the lift covers have been installed.

3.5.5 An owner or occupier or a guest of an owner or occupier of a Lot must not use the lift/s or foyer for the carriage of bicycles.

3.5.6 An owner or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or occupiers use of the lifts.

3.5.7 An owner or occupier of a Lot must not damage, obstruct or interfere with the lifts, stairways, corridors or any other Common Property when moving any items in or out of any Lot.

3.5.8 An owner or occupier of a Lot must pay compensation to the Owners Corporation in respect of such damage to the extent that the damage has not or cannot be made good pursuant to Rule 3.3.4 within 7 days of demand by the Owners Corporation.

3.5.9 An owner or occupier of a Lot will be required to pay for the cost of cleaning any part of the Common Property which may be necessary (as determined by the Owners Corporation at its sole discretion) as a result of the movement of furniture through the Common Property.

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3.6 Recreational Facilities

3.6.1 *BBQ Outdoor Area*

The following rules apply to the use of the BBQ outdoor area which must be observed by owner or occupier of a Lot.

(a) Hours of use of the BBQ outdoor area is between 8.00am to 10.00pm Monday to Sunday or unless otherwise determined by the Owners Corporation;

(b) All users will be responsible for any damage, cleaning, reinstatement costs included by the Owners Corporation as a result of the use of the BBQ outdoor area;

(c) Making any undue noise in the BBQ outdoor area is prohibited.

(d) The BBQ outdoor area must not be used for any commercial purposes;

(e) The responsible consumption of alcohol by an owner or occupier of a Lot is permitted within the BBQ outdoor area. This rule is to be regarded as a privilege and not a right; and the quiet enjoyment of other users must be of the first priority; and

(f) All users are required to use common sense and fairness in the use of the BBQ facilities. All users should respect the fact that they must share the facilities in an equitable manner and that some owners or occupiers may be sleeping whilst the facilities are being used. Failure to comply with the reasonableness approach may result in the user being refused access.

3.6.2 *Cinema, Games and Karaoke Rooms*

The following rules apply to the use of the cinema, games and karaoke rooms which must be observed by an owner or occupier of a lot:

(a) The hours of use of the cinema, games and karaoke rooms are between 9.00am to 12.00 midnight Monday to Sunday unless otherwise determined by the Owners Corporation;

(b) Depending upon the level of use, the Owners Corporation may require that these rooms are booked in advance and a bond paid;

(c) The cinema, games and karaoke rooms are for use by an owner or occupier of a Lot and no more than 2 guests at any one time and such guests are to be accompanied by an owner or occupier of a Lot at all times;

(d) Alcohol and food are not permitted in the cinema, games and karaoke rooms;

(e) Smoking is not permitted in the cinema, games and karaoke rooms.

(f) All users are required to use common sense and fairness in the use of these rooms and all users should respect the fact that they must share the facilities in an equitable manner and that some owners or occupiers may be sleeping whilst the facilities are being used. Failure to comply with the reasonableness approach may result in the user being refused access by the Owners Corporation or its representative; and

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(g) All users will be responsible for any damage, cleaning, reinstatement costs included by the Owners Corporation as a result of use of the cinema, games and karaoke rooms

3.5.3 *Change Room*

The following rules apply to the use of the change room area which must be observed by an owner or occupier of a Lot:

(a) Children under the age of fourteen (14) are not permitted to in the change rooms unless accompanied by an adult;

(b) Glass objects, drinking glasses and sharp objects are not permitted in the change rooms;

(c) Alcohol and food are not permitted in the change rooms;

(d) The change rooms are for use by an owner or occupier of a Lot and no more than 2 guests at any one time are such guests are to be accompanied by an owner or occupier of a Lot at all times;

(e) Smoking is not permitted in the change rooms;

(f) Hours of use for the change rooms are 6.00am to 10.00pm or unless otherwise determined by the Owners Corporation;

(g) Footwear must be worn to and from the change rooms

(h) Showers should be kept to no longer than three (3) minutes to ensure other users are not kept waiting too long and for water conservation;

(i) All users of the change rooms do so at their own risk, and

(j) Mobile phones or any camera operated devices are not permitted in the change rooms at any time.

3.5.4 *Gymnasium*

The following rules apply to the use of the gymnasium area which must be observed by an owner or occupier of a Lot:

(a) Children under the age of sixteen (16) are not permitted to use the gymnasium;

(b) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium,

(c) The gymnasium is for use by an owners or occupier of a Lot only;

(d) Alcohol and food are not allowed in the gymnasium.

(e) Smoking is not permitted in the gymnasium.

(f) All users of the gymnasium must carry a towel at all times and wipe down equipment after use;

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(g) Hours of use are from 6.00am to 10.00pm between Monday to Sunday or unless otherwise determined by the Owners Corporation;

(h) Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium, socks and gym shoes are to be worn at all times;

(i) Suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium;

(j) All users of the gymnasium must not kick the walls or columns, mishandle or misuse equipment in the gymnasium;

(k) All users of the gymnasium must be professional inducted as to the use of the equipment prior to the Owners Corporation granting access to the gymnasium area;

(l) All users must turn of all lights and air-conditioning when leaving and shall show courtesy to other users;

(m) All users of the gymnasium do so at their own risk;

(n) No music, other than that provided by the Owners Corporation is allowed in the gymnasium; and

(o) Mobile phones, cameras or any recording devices are not permitted in the gymnasium at any time without the consent of the Owners Corporation

3.5.5 *Kitchen, Dining and Lounge Area (if applicable)*

The following rules apply to the use of the kitchen/dining/lounge areas which must be observed by an owner or occupier of a Lot:

(a) The hours of use of the kitchen/dining/lounge area are between 9.00am to 12.00 midnight Monday to Sunday or unless otherwise determined by the Owners Corporation;

(b) The kitchen and dining must be booked in advance in writing to the Owners Corporation or building manager / caretaker;

(c) A bond may be required to be paid when using the kitchen/dining/ lounge area facilities;

(d) All users will be responsible for any damage, cleaning, reinstatement costs included by the Owners Corporation as a result of use of the kitchen/dining/lounge area.

(e) Smoking or making any undue noise in the kitchen/dining/lounge area is prohibited;

(f) The kitchen/dining/ lounge areas must not be used for any commercial purposes;

(g) The responsible consumption of alcohol by an owner or occupier of a Lot is permitted within the kitchen/dining/lounge areas. This rules is to be regarded as a privilege and not a right and the quiet enjoyment of other users must be of the first priority;

(h) All users are to ensure that glasses, dishes, cutlery are stacked in the dishwasher and the area kept clean and tidy during and after their use; and

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(i) All users are required to use common sense and fairness in the use of the kitchen/dining/lounge area facilities. All users show respect the fact that they must share the facilities in an equitable manner and that some owners or occupiers may be sleeping whilst the facilities are being used. Failure to comply with the reasonableness approach may result in the user being refused access.

3.6.6 *Media Room and/or Multipurpose Room*

The following rules apply to the use of the Media Room and/or Multipurpose Room which must be observed by an owner or occupier of a Lot:

(a) Hours of use of the Media Room and/or Multipurpose Room are between 9.00am and 12.00 midnight Monday to Sunday, with the first movie able to commence at 9.00am and the last movie to be completed by 12.00 midnight or unless otherwise determined by the Owners Corporation;

(b) The Media Room and/or Multipurpose Room must be booked by an owner or occupier of a Lot in advance, in writing to the Owners Corporation except for certain special days of the year when the use of the Media Room and/or Multipurpose Room will be restricted such as:

(i) Melbourne Cup

(ii) AFL Grand Final

(iii) FIFA World Cup

(iv) Melbourne F-1 Grand Prix

(v) Any other event that the Owners Corporation deems appropriate;

(c) The owner or occupier of a Lot responsible for the booking must at all times be in attendance during any reserved use.

(d) The owner or occupier responsible for the booking will be responsible for any damage, cleaning or reinstatement costs included by the Owners Corporation as a result of the use of the Media Room and/or Multipurpose Room;

(e) Smoking or making any undue noise or consuming any food or alcohol in the Media Room and/or Multipurpose Room is prohibited unless approved in writing by the Owners Corporation.

(f) Users must touch or interfere with any of the equipment in the Media Room and/or Multipurpose Room;

(g) Only the Owners Corporation is permitted to operate the Media Room and/or Multipurpose Room equipment;

(h) All users must leave the Media Room in the same condition in which it was found;

(i) The Media Room and/or Multipurpose Room must not be used for any commercial purposes;

(j) Only a maximum of twelve (12) people can use the Media Room at a time.

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3.6.7 *Swimming Pool (including Spa and Sauna)*

The following rules apply to the use of the swimming pool area which must be observed by an owner or occupier of a Lot:

(a) Children under the age of fourteen (14) may only use the swimming pool area if supervised by an adult at all times;

(b) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool areas;

(c) Alcohol and food are not permitted in the swimming pool area;

(d) The swimming pool areas are for use by an owner or occupier of a Lot only and no more than two (2) guests per the owner or occupier at any time and such guests are to be accompanied by an owner or occupier;

(e) Smoking is not permitted in the swimming pool areas;

(f) For hygiene reasons, all users must shower prior to entering the swimming pool area;

(g) Jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;

(h) Spitting is not permitted in the swimming pool or swimming pool area;

(i) Hours of use are 6.00am to 10.00pm between Monday to Sunday or unless otherwise determined by the Owners Corporation;

(j) All users of the swimming pool area must dry off before leaving this area;

(k) Non-slip footwear must be worn to and from swimming pool area;

(l) Appropriate attire must be worn at all times when in the swimming pool area;

(m) Nude bathing is prohibited and females must wear a bathing top in the swimming pool and adjoining areas, and

(n) All users of the swimming pool area do so at their own risk.

3.7 *Signage*

3.7.1 An owner or occupier of a Lot must not place any signage or hoarding on the Common Property without the written approval of the Owners Corporation.

3.7.2 An owner or occupier of a lot must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property or within a lot where it is visible from outside of a Lot.

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3.8 *Vehicles and parking on Common Property*

3.8.1 An owner or occupier of a Lot must not, except in the case of emergency, permit a motor vehicle, motorcycle or trailer 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 situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or

(d) in any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose

3.8.2 An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven in any direction other than as specified by signage or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation.

3.8.3 An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any Common Property whatsoever unless an area has been specifically designated by the Owners Corporation.

3.8.4 (a) An owner or occupier of a Lot must not park in the visitors' parking spaces

(b) An owner or occupier must not permit a motor vehicle, motorcycle, trailer or similar:

(i) to be parked or left in allocated visitors' parking spaces for more than the posted limits unless a written permit is obtained from the Owners Corporation

(ii) to be parked or left in allocated visitors' parking spaces where the purpose of the visit is to attend a property other than the Development.

3.8.5 The Owners Corporation and/or the Committee of Management may change the posted limits for the allocated visitors' parking spaces from time to time to meet the changing needs of owners and occupiers.

4. Lots

4.1 *Change of use of Lots*

4.1.1 An owner or occupier of a Lot is prohibited from changing the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation or which would constitute a breach of any permit or planning instrument.

4.1.2 No business or commercial activity including serviced apartments, Airbnb or similar is to be operated from the Lot except from time to time in a "home office" within a Lot and provided always that no signage for such business or commercial activity is permitted which is visible from outside the Lot.

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4.1.3 An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

4.1.4 To preserve the amenity of the Development for all residents, an owner or occupier of a Lot must not, and must not permit any, lease, sub-lease, licence or sub-licence or permit any arrangement of their Lot for a period of less than twenty-eight (28) days without the prior written consent of the Owners Corporation.

4.2 External Appearance of Lots

4.2.1 *General*

(a) An owner or occupier must keep their Lot and their balcony/s clean and in good repair at all times – refer Section 129 of the Owners Corporations Act 2006.

(b) An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation.

(c) An owner or occupier of a Lot must not construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation.

(d) An owner or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.

(e) An owner or occupier must not store, place, retain or similar any personal contents, furniture or similar in a car space forming part of the Lot.

4.2.2 *Balconies, Private Gardens, Terraces*

(a) An owner or occupier must not place, display or hang any chattel item (including any wind chimes) on or from a balcony or similar or a window forming part of the Lot or Common Property.

(b) An owner or occupier must not store bicycles or other articles on the balconies or exteriors of the Lots.

(c) An owner or occupier of a Lot must not construct, erect or keep any sheds, kennels, bird cages or structures of any nature or description on any terrace, patio or balcony or any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities.

(d) An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure

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minimal disturbance to other lots.

(e) An owner or occupier of a Lot must grant to the Owners Corporation it servants and agents upon the owner or occupier being given 7 days prior written notice, the right of access to any balcony, private garden and/or terrace forming part of the Lot for the purpose of maintenance of:

(i) the external walls of the Common Property.

(ii) the cleaning of the outside of the windows;

(iii) the cleaning of the external façade of the Common Property, and the cleaning of the balcony, private garden and/or terrace within the lot and visible from the external of the building

(f) An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the lot including the balcony or such as to be visible from outside the lot except as provided by the Owners Corporation.

4.2.3 *Awnings, Flywire Screens, Window Furnishings*

(a) An Owner or occupier of a lot must not install any awning, flywire screen, security door, or any other exterior fixture or fitting without first having obtained written approval to do so by the Owners Corporation.

(b) Subject to rule 4.2.3(a), an owner or occupier of a Lot may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects. If the device, screen or barrier is soundly built, is consistent with the colour, style and materials of the building, and does not interfere with the use by other owners and occupiers of their Lots and/or the Common Property. The owner of any such device, screen or barrier must keep it in good repair.

(c) An owner or occupier of a Lot must not install any curtains, blinds or other window furnishings on the interior or exterior of any windows forming part of the Lot without first having obtained written approval to do so by the Owners Corporation and/or other than specified by the Owners Corporation Specification which is as follows

Owners Corporation Specifications
Fabric: Hunter Douglas Zen Blackout
Colour: Yen
Type: Roller Blind (Block out and blind together or one as preferred by owner)
Supplier: Lovelight (Phone: 1300 763 171) - http://www.lovelight.com.au/eq-tower

Alternative

Fabric: Hunter Douglas Neotech Sunscreens
Colour: Midnight
Type: Roller Blind (Block out and blind together or one as preferred by owner)
Supplier: Lovelight (Phone: 1300 763 171) - http://www.lovelight.com.au/eq-tower

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4.3 Renovations

4.3.1 *Requiring notice to Owners Corporation of any renovations to Lots*

An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated

4.3.2 *Time within work on Lots can be carried out*

(a) An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.00am to 4.00pm.

(b) The works as referred to in 4.3.2(a) above are not to be undertaken on weekends and/or public holidays

(c) Subject to Rules 4.3.1 and 4.3.2, Rule 5 is also applicable.

5. Design Construction and Landscaping

5.1 Building Works

An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the owner or occupier:

5.1.1 submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier which affect the external appearance of the building, or any of the Common Property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

5.1.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and

5.1.3 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

5.1.4 pays such reasonable costs to the Owners Corporation; and

5.1.5 has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation

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5.2 ***Requiring Notice to Owners Corporation of any Building Works to Lots***

An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the said Lot

5.3 ***Time within work on Lots can be carried out***

5.3.1 An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.00am to 4.00pm on weekdays or at all on weekends and public holidays

5.3.2 Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.

5.3.3 An owner or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners and occupiers

5.3.4 An owner or occupier of a Lot must ensure that the owner or occupier and the their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, the hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.

5.3.5 Before any of the owner or occupier's works commence the owner or occupier must:

(a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation, and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation

5.3.6 Access shall not be available to other Lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of Common Property.

5.3.7 An owner or occupier of a Lot must ensure that the owner or occupier and the their servants, agents and contractors undertaking such works must provide protection to Common Property at all times

5.3.8 An owner or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying

5.3.9 An owner or occupier must pay the designated surety (refer 3.2.8(c)) prior to starting any building

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6. Behaviour of Persons

6.1 *Behaviour of owners, occupiers and invitees on Common Property*

6.1.1 An owner or occupier of a Lot must not, and 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*

6.2.1 An owner or occupier of a Lot must not make or permit to be made any noise from machinery which may be heard outside the Lot between the hours of 4pm and 8am.

6.2.2 An owner or occupier of a Lot must not make or permit to be made any noise from music which may be heard outside the Lot between the hours of 10pm and 8am.

6.2.3 An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.

6.2.4 Rule 6.2.1 and/or 6.2.2 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

7.1 *Grievance Procedure*

7.1.1 The grievance procedure set out in this rule applies to disputes involving more than one of any Lot owner, occupier of a Lot, the Manager or the Owners Corporation

7.1.2 A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days

7.1.3 The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

7.1.4 The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

7.1.5 The respondent may, at the time of receiving the complaint, request that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation or the Owners Corporation if there is no grievance committee,

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within 7 days and the parties to the complaint must act in good faith to attempt to resolve the complaint within a further 7 days.

7.1.6 If the grievance committee of the Owners Corporation or the Owners Corporation determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation or the Owners Corporation may determine what action to take upon the information which they are given, in accordance with the Act.

7.1.7 A party to the dispute may appoint a person to assist them at any meeting organised pursuant to rule 7.1.6.

7.1.8 If the complaint cannot be resolved within the period referred to in rule 7.1.5, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.

7.1.9 The process outlined in this rule 7 is separate from and does not limit any further act or under Part 10 of the Act.

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Effective 1 December 2021
Owners Corporation Regulations 2018
Schedule 2
Regulation 8

Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity & results.

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

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

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

Malvern
Level 2/2 Glenferrie Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

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

2 Committees & Sub-Committees

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

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

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of Common Property

4.1 Use of Common Property

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

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

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

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

7 Dispute resolution

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

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

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

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

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

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

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

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

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

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

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

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SCHEDULE
FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

Insight, integrity
& results.

STANDARD RULES

Use of common property and lots

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 visitors;

(b) Park or leave a vehicle or permit a vehicle to be parked or left 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 purpose by the body corporate;

(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;

(d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;

(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 8.00am;

(f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

_____

Malvern
Level 2/2 Glenferrie Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

Resolute. PROPERTY PROTECT

A NEW BENCHMARK IN STRATA.
ABN 53 157 850 827
AFSL 425966

Client:
OC No. 724927D
C/ - The Knight Alliance
PO BOX 678
MALVERN VIC 3144

Contact Details:
Account Manager: Alina Lucaciu
Email: alina@resolutepropertyprotect.com.au
Phone: 03 8646 0264

Policy Type:	Residential Strata	**Period of Insurance:**	From:	17/11/2021
Policy Number:	93213245		To:	17/11/2022
Client Reference:	VIC - 4143			

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

Insured: OC No. 724927D

Situation Address: 127-141 A'Beckett Street, Melbourne, VIC 3000

No. of Units / Lots:

Policy Details:

POLICY 1:	Section 1: Property Insurance - Limits of Insurance - Building and Contents:	$267,650,000
	Section 1 sub- limits: Loss of Land Value	$1,000,000
	Flood Limit:	Not Insured
	Special Limit of Insurance (Special Property Basket)	$100,000 per itme, except trace and acccess $25,000 and arson or theft, rewards $25,000 and $250,000 in the aggregate.
	Apartment Owners Floating Floors	Not Insured
	Section 2: Temporary Accommodation and Loss of Rent Total:	$39,750,000
	Section 2 Sub- Limits: Emergency Accommodation – per Apartment.	$3,500
	Public Utilities for indemnity period.	30 Days
	Restrictions on the use of the Insured's Premises:	$500,000 in the aggregate of all apartment owners in any one policy period.
	Claims Preparation Expenses	$100,000
	Section 3: Declared Catastrophe Extension	Not Insured
	Section 4: Money	$10,000

	Section 5: Machinery Breakdown	< 5kW $25,000 excluding boilers, cooling towers, air conditioning chiller sets, diesel generators and lift motor equipment (see Policy 4)
	Section 6: First Loss Terrorism	Not Insured
	DECLARED VALUES: Building	$265,000,000
	General Contents	$2,650,000
	Temporary Accommodation and Loss of Rent	$39,750,000
	TOTAL	$307,400,000
POLICY 2:	General Liability - Limit of Insurance -Each Occurrence Limit	$50,000,000
	Each Act (Personal Injury) Limited	$50,000,000
	Pollution Aggregate Limit	$50,000,000
	Territorial Limit	Anywhere in Australia
POLICY 3:	Crime Insurance - Limit of Insurance in the aggregate any one period of insurance	$100,000
POLICY 4:	Machinery Breakdown - Limit of Insurance	$100,000
POLICY 5:	Management Committee Liability - Limit of Insurance In the aggregate any one period of insurance	$5,000,000
	Prior and Pending Date excluding known claims circumstances, wrongful acts and specified offences:	01/01/2016
POLICY 6:	Volunteer Workers - Limit of Insurance -Each Occurrence Limit	$200,000
	Limit of Insurance - Aggregate Limit of Liability	$500,000
POLICY 7:	Professional Expenses - In the aggregate any one period of insurance	$30,000
	Prior and Pending Date excluding known claims circumstances, wrongful acts and specified offences:	01/01/2016
POLICY 8:	Appeal Expenses -In the aggregate any one period of insurance	$150,000

Excesses:

POLICY 1: Earthquake, subterranean fire or volcanic eruption: $20,000 or any amount equal to 1% of the total declared values at the situation damage occurs, whichever is the lesser.	0
POLICY 1: Public Utilities and Restriction on the use:	24 Hours
POLICY 1: All Other:	$2,500

POLICY 2: General Liability - Deductible	$2,500
POLICY 3: Crime Insurance - Deductible	$2,500
POLICY 4: Machinery Breakdown - Deductible	$2,500
POLICY 5: Management Committee Liability - Deductible	$2,500
POLICY 6: Volunteer Workers - Deductible:	7 days
POLICY 7: Professional Expenses - Deductible:	$1,000
POLICY 8: Appeal Expense - Deductible:	$1,000
Burst, leaking or overflowing pipes each and every claim	$10,000
Any physical loss, destruction or damage directly or indirectly caused by, or arising out of or relating to Contract Works Activities each and every claim	$25,000

Insurer Details:

Policy Wording:	Chubb16-275-0721
Insurer:	Chubb Insurance Australia Limited
Proportion:	100%
Commission:	$0.00

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

Very Important Notice

Your Duty of Disclosure

Before you enter into a contact of general insurance with an insurer, you have duty, under the Insurance Contacts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contract are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This may clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.

CHUBB®

Certificate of Currency

Insured:	OC 724927D
Policy Number:	93213245
Policy Period:	From: 4PM on 17/11/2021 To: 4PM on 17/11/2022
Particulars Of Insurance:	Residential Strata Insurance
Location:	127-141 A'Beckett Street, Melbourne VIC 3000
Sum Insured:	
Building & Common property	$267,650,000
Temporary Accommodation and Loss of Rent	$39,750,000
General Liability	$50,000,000
Crime Insurance	$100,000
Machinery Breakdown	$100,000
Management Committee Liability	$5,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$30,000
Appeal Expenses (in the aggregate any one period)	$150,000
Chubb Proportion:	100%

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All the values on this Certificate of Currency are correct as at 18 November 2021 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.



Fiona Lam | **Chubb Insurance Australia Limited**
Deputy Property Manager VIC

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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