

Contract of Sale of Land

Property:

**Unit 1101, 87 FRANKLIN Street, Melbourne VIC
3000**

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:022600

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2025

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: YUEN ZHUANG GOH

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan
Address:
Email: lisa.s@xynergy.com.au
Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: YUEN ZHUANG GOH
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing
Address: 45/JUPITER DRIVE, Truganina VIC 3029
Email: jeff@linkwestconveyancing.com.au
Tel: 0490 118 948 Mob: Fax: Ref: 022600

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10609 Folio 483	1101	PS 411688Q

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

Property address

The address of the land is: Unit 1101, 87 FRANKLIN Street, Melbourne VIC 3000

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

Payment

Price \$ _____

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

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – 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 20.2 (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 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. 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 lodgment 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 lodgment.

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 of 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 be 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 able to 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.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

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 behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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 in 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 lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic 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	<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>
------------	--	--

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name	<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>
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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.

Vendor Statement

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

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

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

Land	UNIT 1101, 87 FRANKLIN STREET, MELBOURNE VIC 3000
-------------	---

Vendor's name	YUEN ZHUANG GOH	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed \$5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

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

registered against certificate of title.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme:

See attached planning Property report

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

No such Building Permit has been granted to the vendor's knowledge

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services X
---	-------------------------------------	---------------------------------------	-----------------------------------	----------------------

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

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

VOLUME 10609 FOLIO 483

Security no : 124122230202N
Produced 21/02/2025 09:54 AM

LAND DESCRIPTION

Lot 1101 on Plan of Subdivision 411688Q.
PARENT TITLES :
Volume 06339 Folio 768 Volume 09895 Folio 739
Created by instrument PS411688Q 26/10/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
YUEN ZHUANG GOH of 1101/87 FRANKLIN STREET MELBOURNE VIC 3000
AG723435H 31/08/2009

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
X769586S 26/09/2001

DIAGRAM LOCATION

SEE PS411688Q 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 1101 LEVEL 11 87 FRANKLIN STREET MELBOURNE VIC 3000

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS411688Q
OWNERS CORPORATION 2 PLAN NO. PS411688Q

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS411688Q
Number of Pages (excluding this cover sheet)	17
Document Assembled	21/02/2025 09:54

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PLAN OF SUBDIVISION	Stage No. <hr/>	LTO use only EDITION 1	PS411688Q
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Location of Land
 Parish: MELBOURNE NORTH
 CITY OF MELBOURNE
 Township:
 Section: 38
 Crown Allotment: 14 & 15 (PART)
 Crown Portion:
 LTO base record: D.C.M.B.
 Title References: Vol. 6339 Fol. 768
 Vol. 9895 Fol. 739
 Last Plan Reference: AP55984
 Postal Address: 83-93 FRANKLIN STREET
 MELBOURNE 3000
 AMG Co-ordinates: E 320 460
 (Of approx. centre of plan) N 5 813 330 Zone 55

Council Certification and Endorsement
 Council Name: MELBOURNE CITY COUNCIL
 Ref: TP 00/702 (2151)
 1. This plan is certified under section 6 of the Subdivision Act 1988.
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / /~~
 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.
Open Space
 (i) A requirement for public open space under section 18 Subdivision Act 1988 has ~~not~~ been made.
 (ii) The requirement has been satisfied.
~~(iii) The requirement is to be satisfied in Stage~~
 Council Delegate
~~Council seal~~
 Date 7 / 9 / 01
 Re-certified under section 11(7) of the Subdivision Act 1988.
 Council Delegate
 Council seal
 Date / /

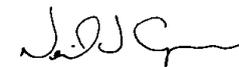
Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil.	Nil.

Notations

Depth Limitation: Does not apply	Staging This is is not a staged subdivision. Planning Permit No. TP 00/782
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES COMMON PROPERTY No.1 IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS, COMMON PROPERTY No.2 AND COMMON PROPERTY No.3. THE LOWER LIMIT OF EASEMENTS E-4 & E-5 ARE DEFINED BY THE LOWER LEVEL OF THAT PART OF LOT 1. THE UPPER LIMIT OF EASEMENTS E-4 & E-5 ARE 2m ABOVE THE LOWER LIMIT.	ALL STRUCTURAL WALLS & COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE WALLS, COLUMNS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. Survey:- This plan is is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s): PM54, PCMI10390367 & PCMI10390368. In proclaimed Survey Area no.

Easement Information

Legend:	LTO use only _____				
E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement	Statement of Compliance / Exemption Statement				
A - Appurtenant Easement					
R - Encumbering Easement (Road)					
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received <input checked="" type="checkbox"/> Date 21 / 9 / 01
E-1	ANY EASEMENTS	SEE SHEET 3	SEE V.6339 F.768	UNSPECIFIED	LTO use only _____ PLAN REGISTERED TIME 9.45 DATE 26 / 10 / 01  Assistant Registrar of Titles
E-2	LIGHT AND AIR	SEE SHEET 3	C/E 1760468	V.3099 F.751	
E-3	LIGHT AND AIR	SEE SHEET 3	C/E 1760467	V.2692 F.312	
E-4	WAY	SEE SHEET 2	THIS PLAN	LOTS ON THIS PLAN	
E-5	WAY	SEE SHEET 2	THIS PLAN	LOT 4 ON THIS PLAN	
					SHEET 1 OF 23 SHEETS

FRANCIS O'HALLORAN & CO. Consulting Surveyors and Property Planners 32 Peel Street Collingwood Victoria 3066 Telephone (03) 9419 8422 Fax (03) 9415 1370	LICENSED SURVEYOR (PRINT) <u>KENNETH J. ROBERTS</u> SIGNATURE _____ DATE / / REF 7322 VERSION D	_____ DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS411688Q

FRANKLIN STREET

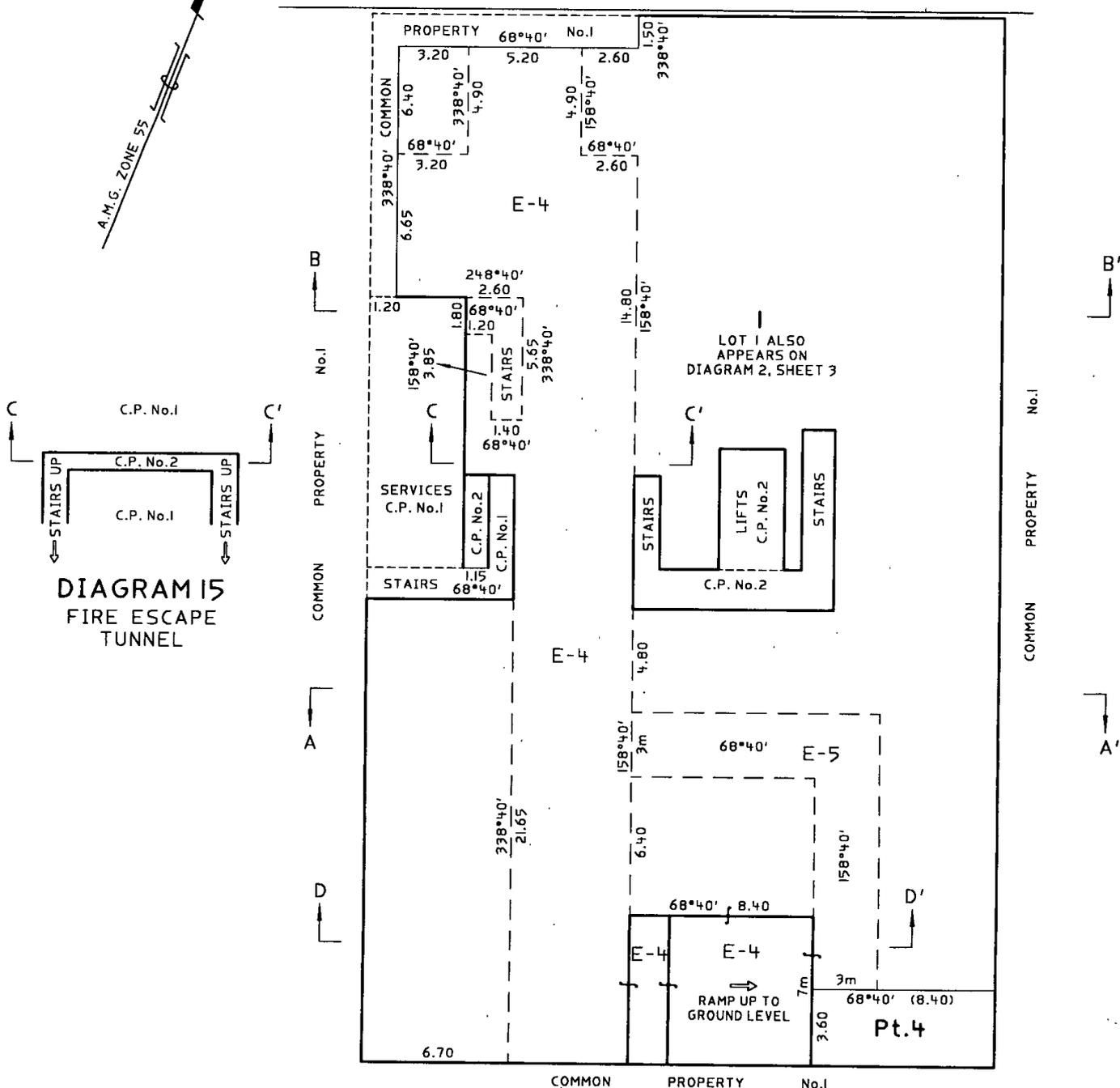
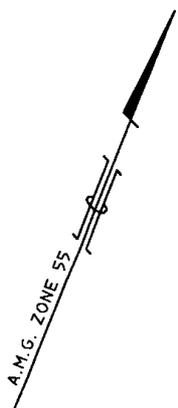


DIAGRAM 15
FIRE ESCAPE
TUNNEL

DIAGRAM 1
BASEMENT

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32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 2 OF 23 SHEETS

ORIGINAL	SCALE
SHEET SIZE	SCALE 1:200
A3	
	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)	KENNETH J. ROBERTS
SIGNATURE	DATE
REF 7322	VERSION D

DATE	____/____/____
COUNCIL DELEGATE SIGNATURE	_____

FRANKLIN STREET

(38.405) 68°40'

ELIZABETH STREET

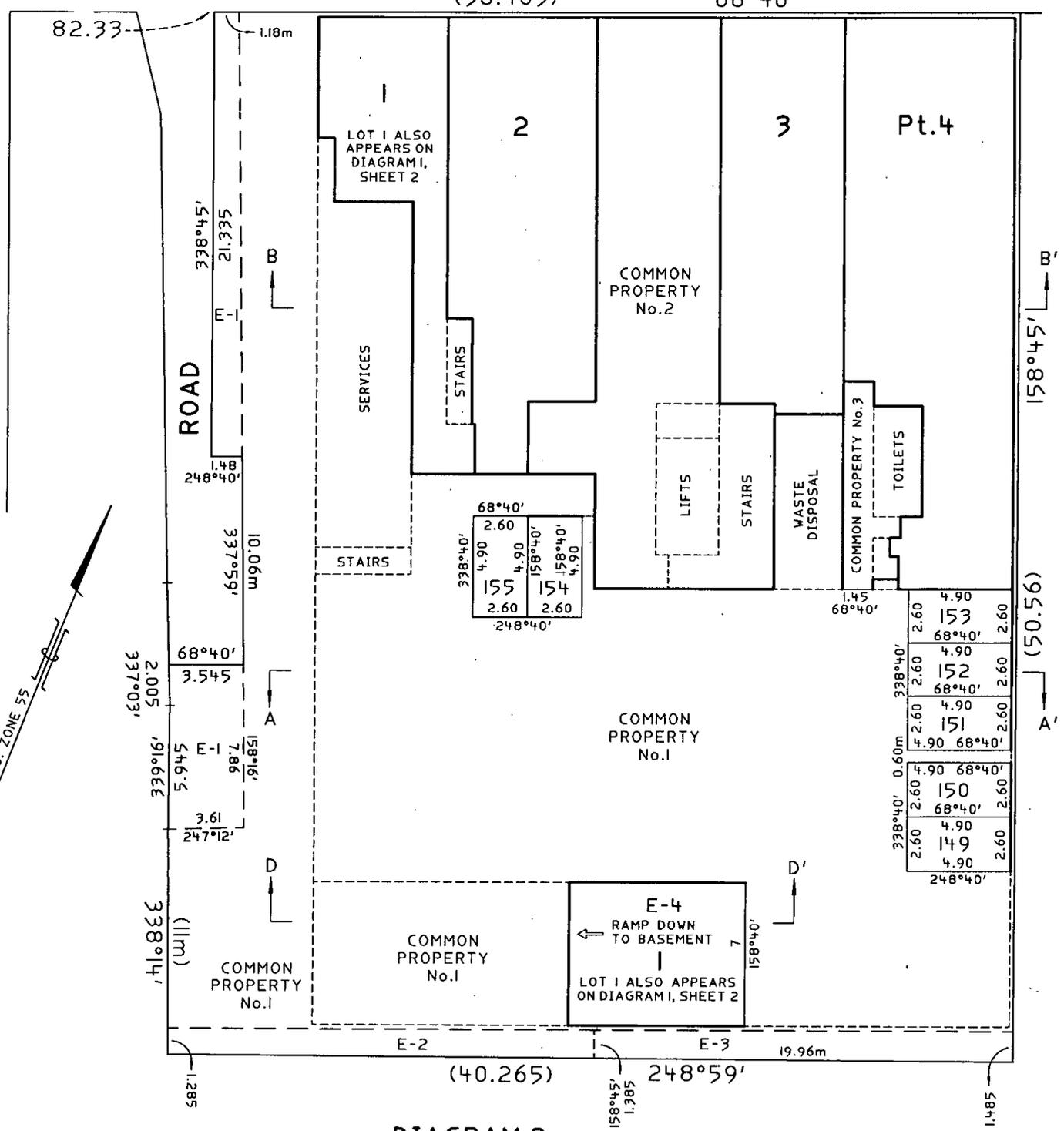
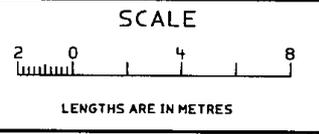


DIAGRAM 2
GROUND STOREY AND
GROUND LEVEL

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SHEET 3 OF 23 SHEETS

ORIGINAL SHEET SIZE
A3



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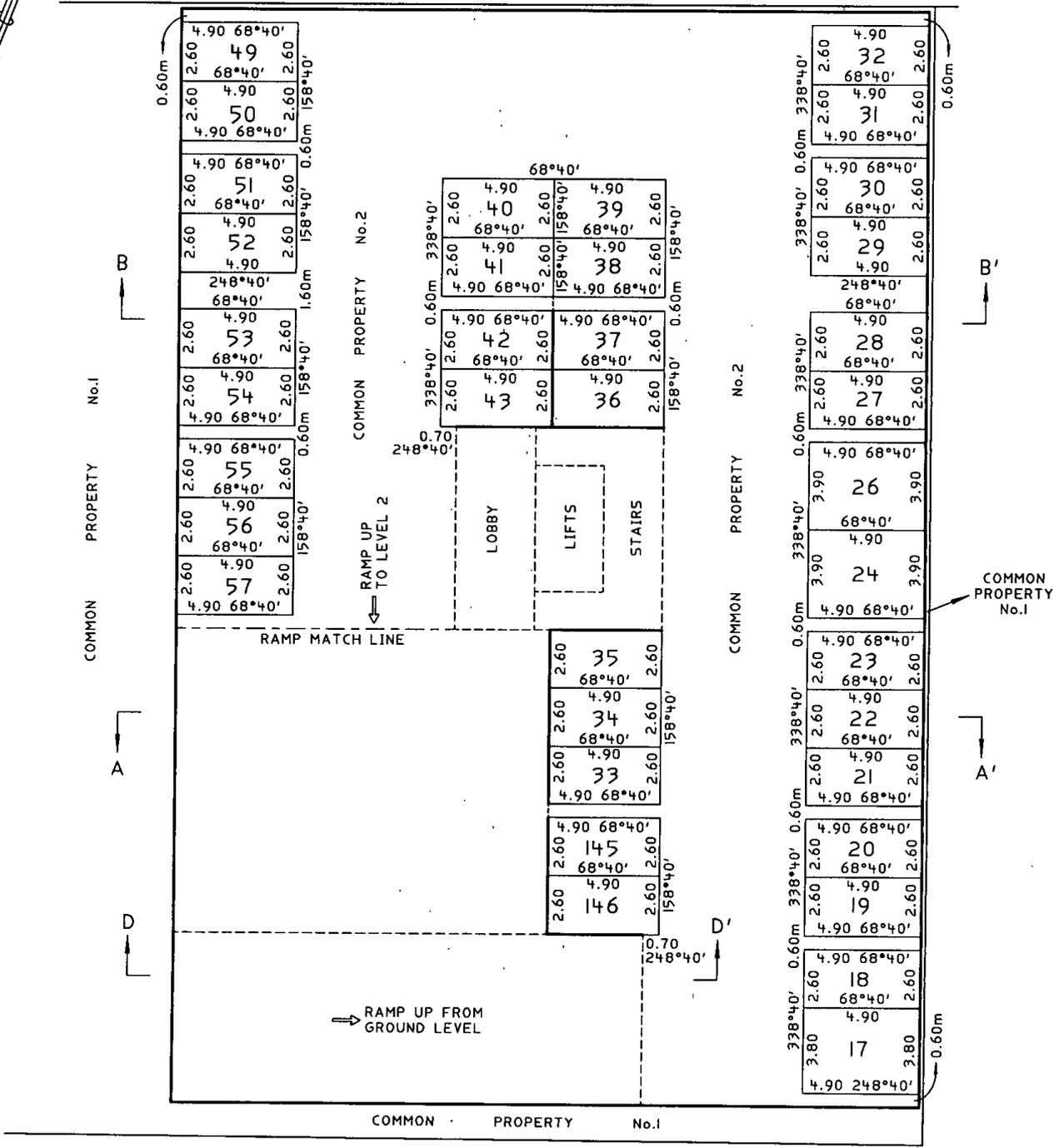
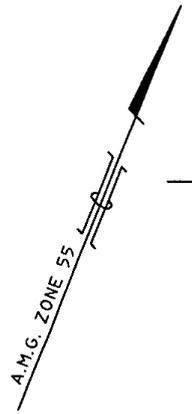
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REF 7322 VERSION D

DATE ____/____/____

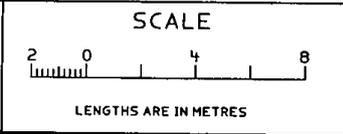
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ORIGINAL
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A3



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 REF 7322 VERSION D

SHEET 4 OF 23 SHEETS

DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS411688Q
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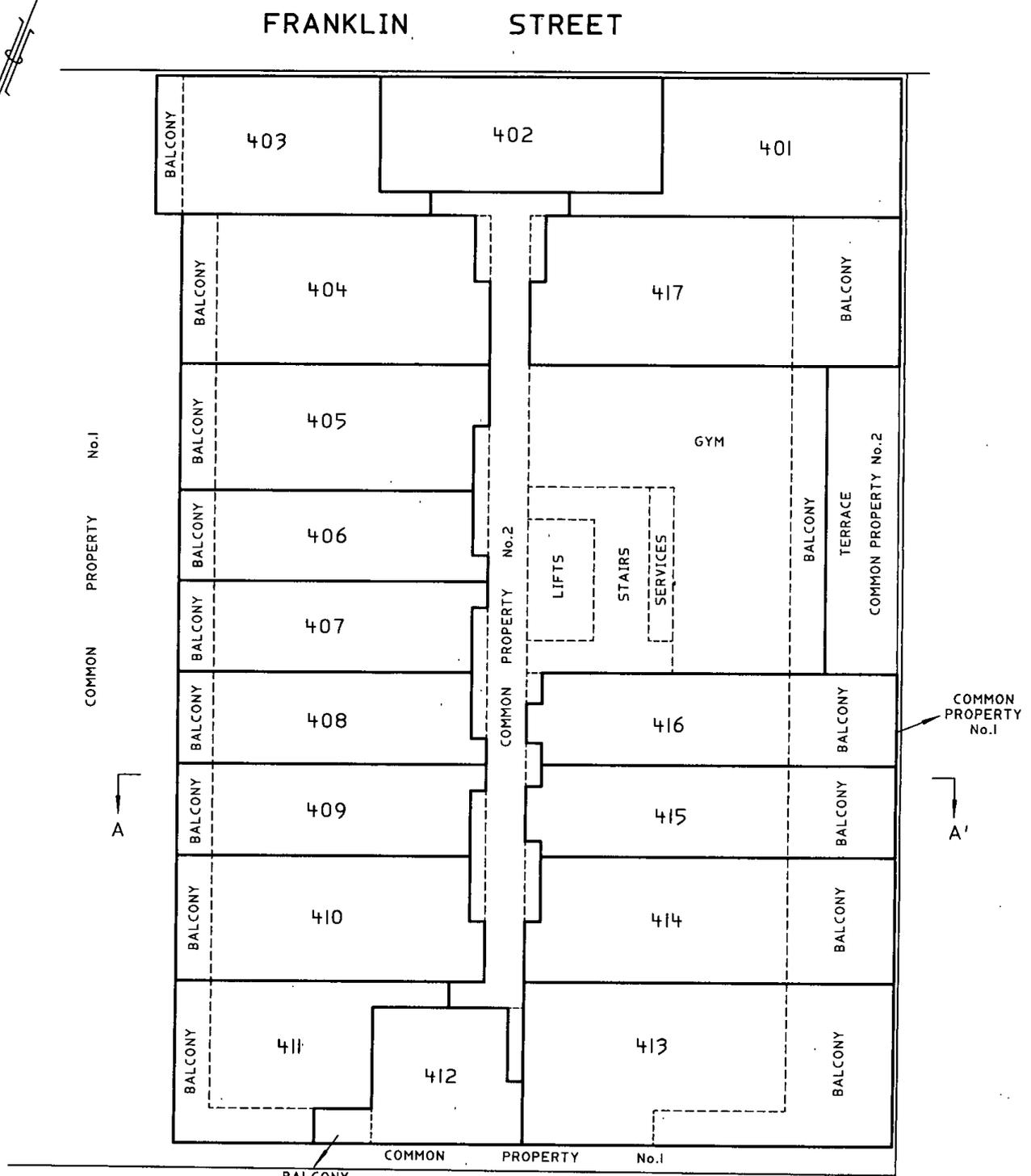
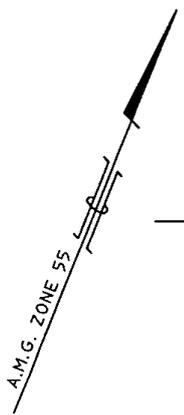


DIAGRAM 6
LEVEL 4

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SHEET 7 OF 23 SHEETS

ORIGINAL	SCALE
SHEET SIZE A3	SCALE 1:200
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR (PRINT) **KENNETH J. ROBERTS**

SIGNATURE _____ DATE ____/____/____

REF 7322 VERSION D

DATE ____/____/____

COUNCIL DELEGATE SIGNATURE _____

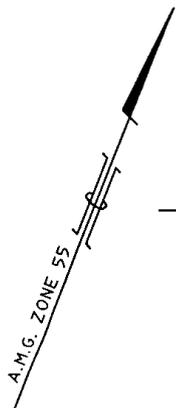
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS411688Q

FRANKLIN STREET



LOTS ON THIS DIAGRAM ALSO APPEAR ON DIAGRAM 8

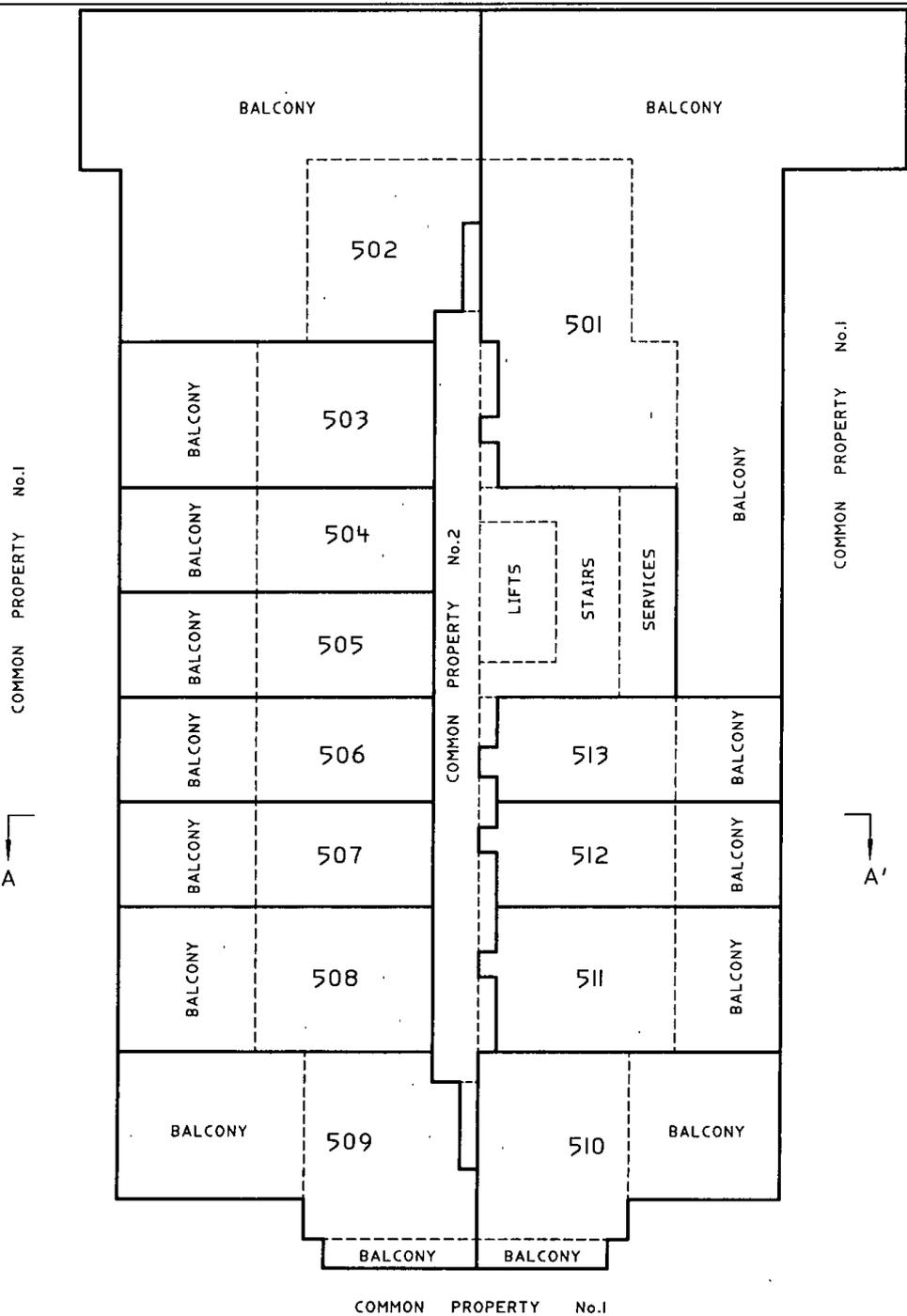


DIAGRAM 7
LEVEL 5

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SHEET 8 OF 23 SHEETS

ORIGINAL	SCALE
SHEET SIZE	SCALE 1:200
A3	<p>LENGTHS ARE IN METRES</p>

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SIGNATURE _____ DATE / /
REF 7322 VERSION D

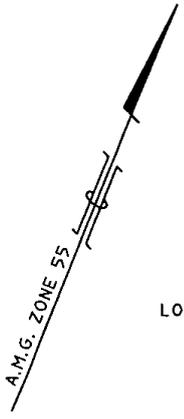
DATE / /
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS411688Q



LOTS ON THIS DIAGRAM
ALSO APPEAR ON
DIAGRAM 10

COMMON PROPERTY No.1

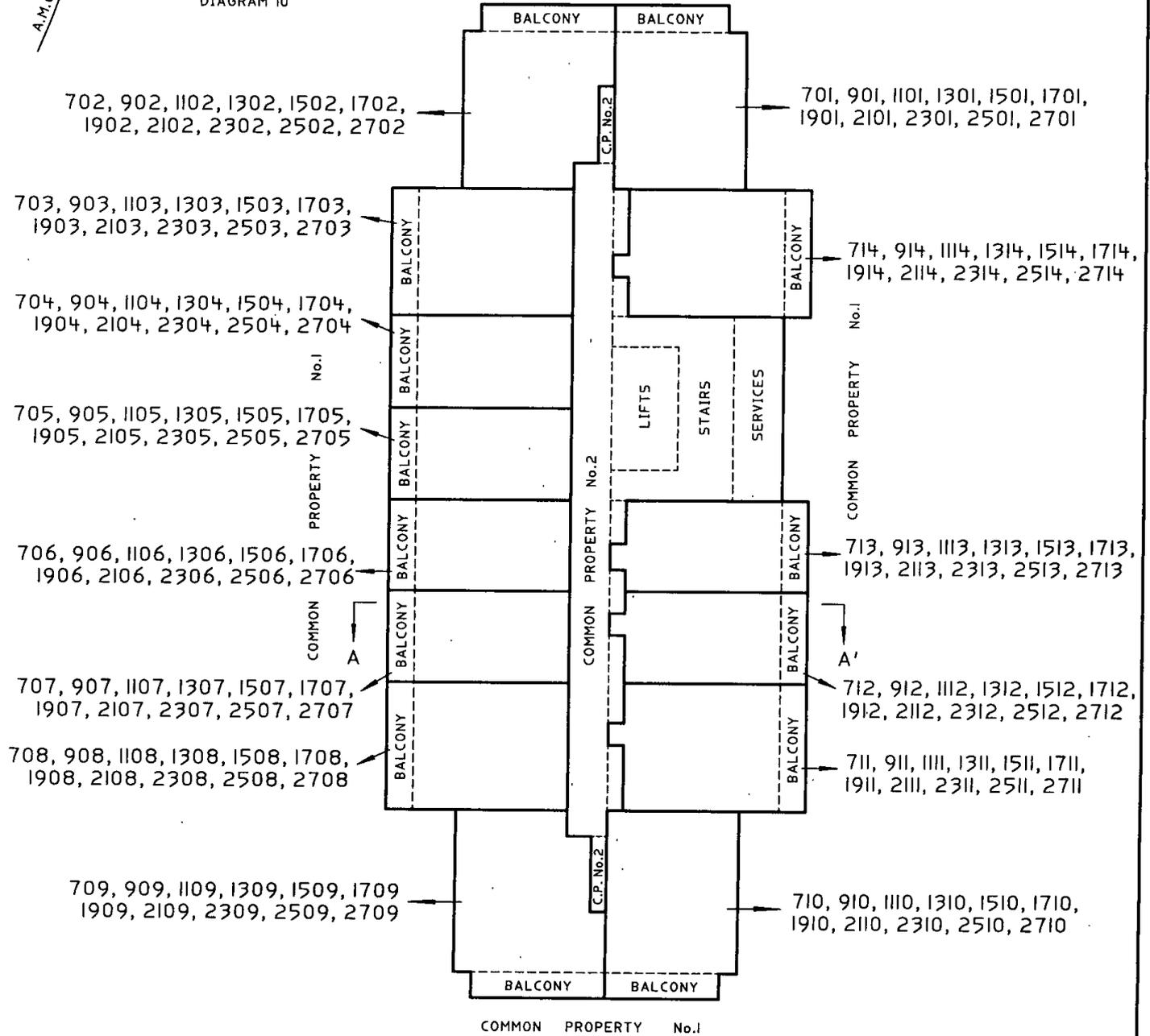


DIAGRAM 9

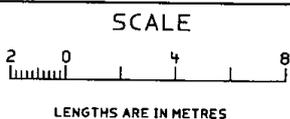
LEVELS 7, 9, 11, 13, 15,
17, 19, 21, 23, 25 & 27

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SHEET 10 OF 23 SHEETS

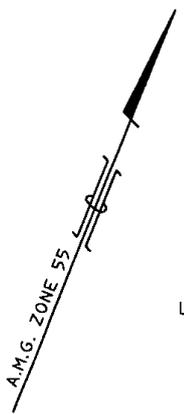
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SHEET SIZE A3
SCALE 1:200



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SIGNATURE _____ DATE ____/____/____
REF 7322 VERSION D

DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS411688Q
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LOTS ON THIS DIAGRAM
ALSO APPEAR ON
DIAGRAM 9

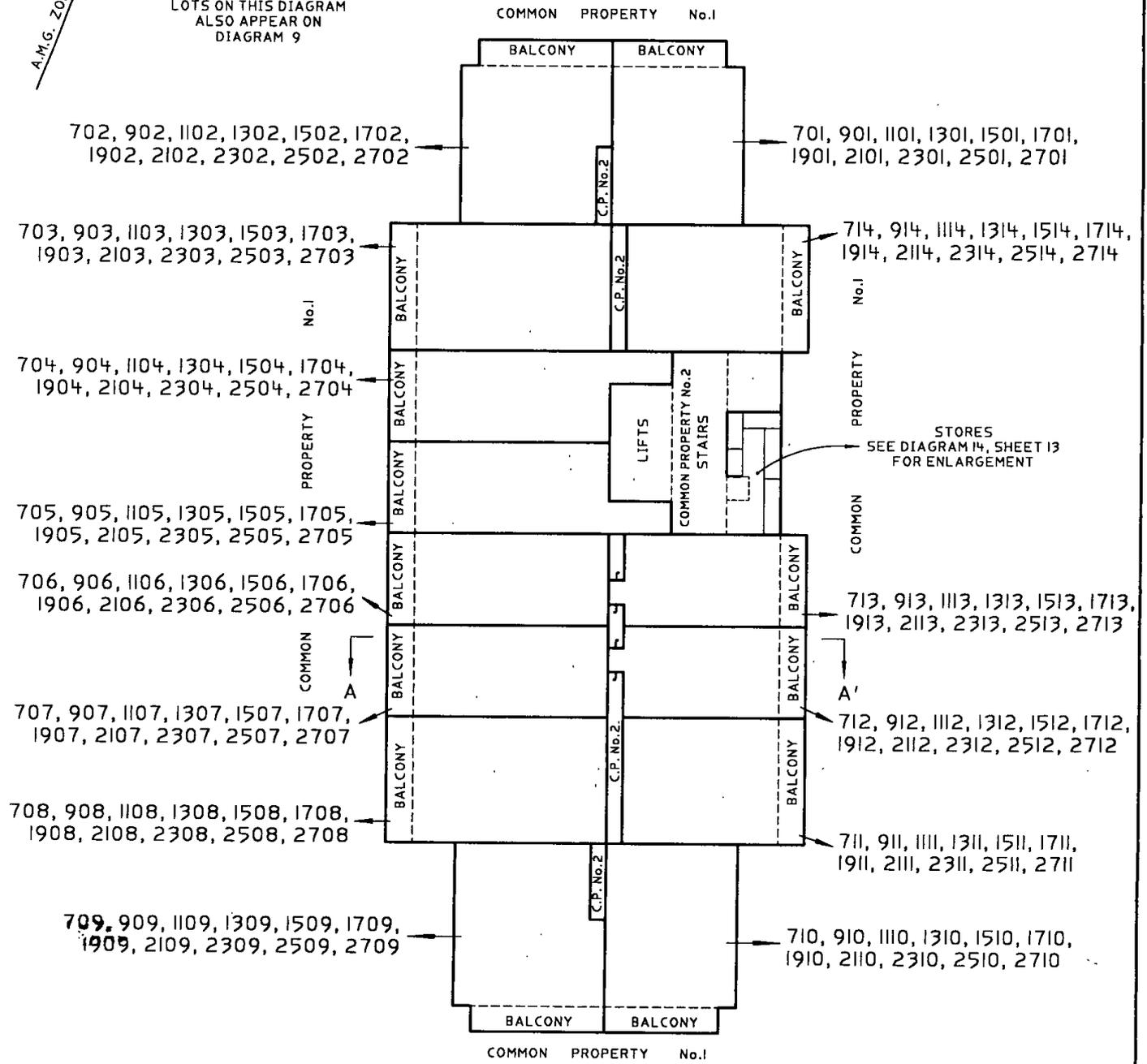


DIAGRAM 10
LEVELS 8, 10, 12, 14, 16,
18, 20, 22, 24, 26 & 28

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SHEET 11 OF 23 SHEETS

ORIGINAL	SCALE	
SHEET SIZE A3	SCALE 1:200	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KENNETH J. ROBERTS	
SIGNATURE _____	DATE ____/____/____
REF 7322	VERSION D

DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS411688Q

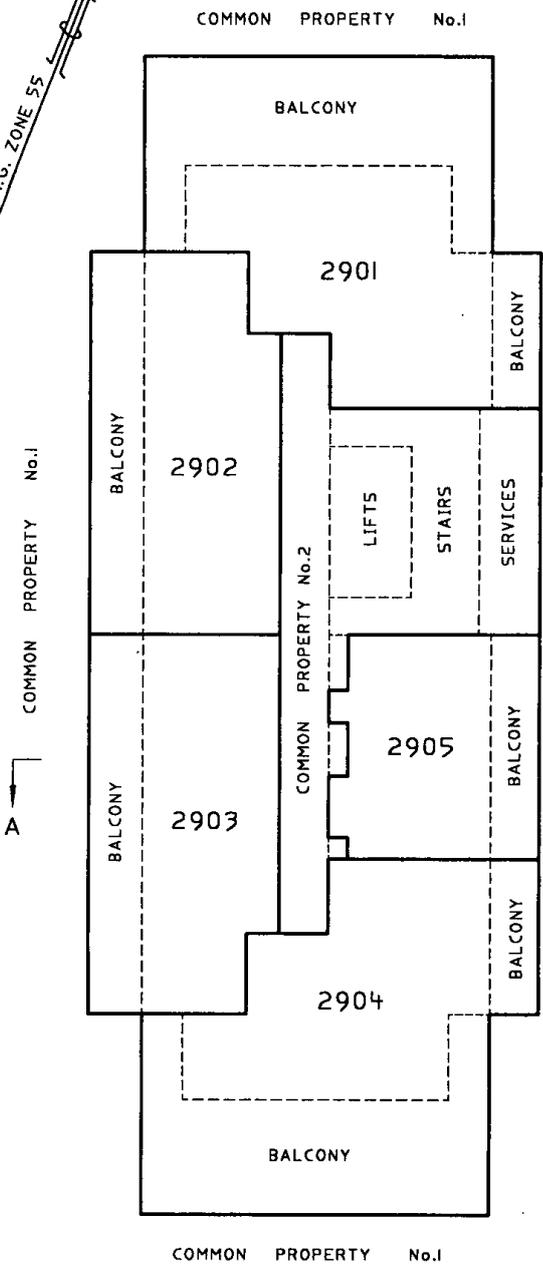
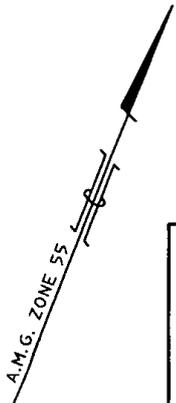


DIAGRAM II
LEVEL 29

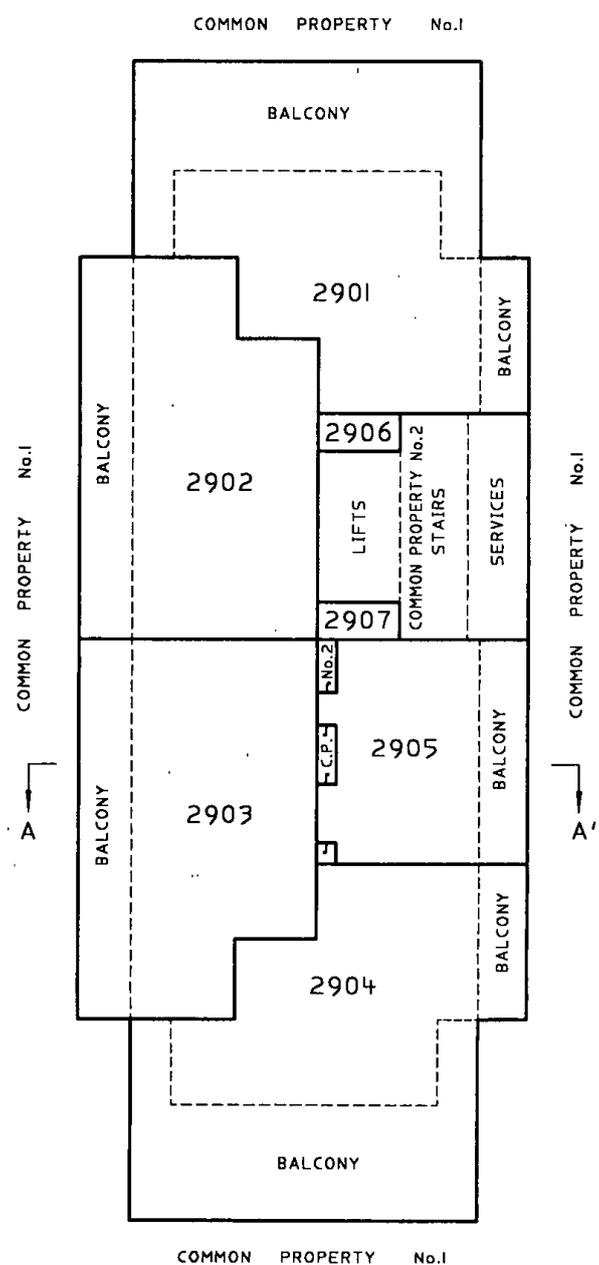


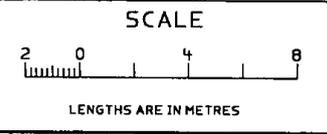
DIAGRAM I2
LEVEL 30

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SHEET 12 OF 23 SHEETS

ORIGINAL	SCALE
SHEET SIZE	1:200
A3	



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SIGNATURE _____ DATE / /
REF 7322 VERSION D

DATE / /
COUNCIL DELEGATE SIGNATURE _____

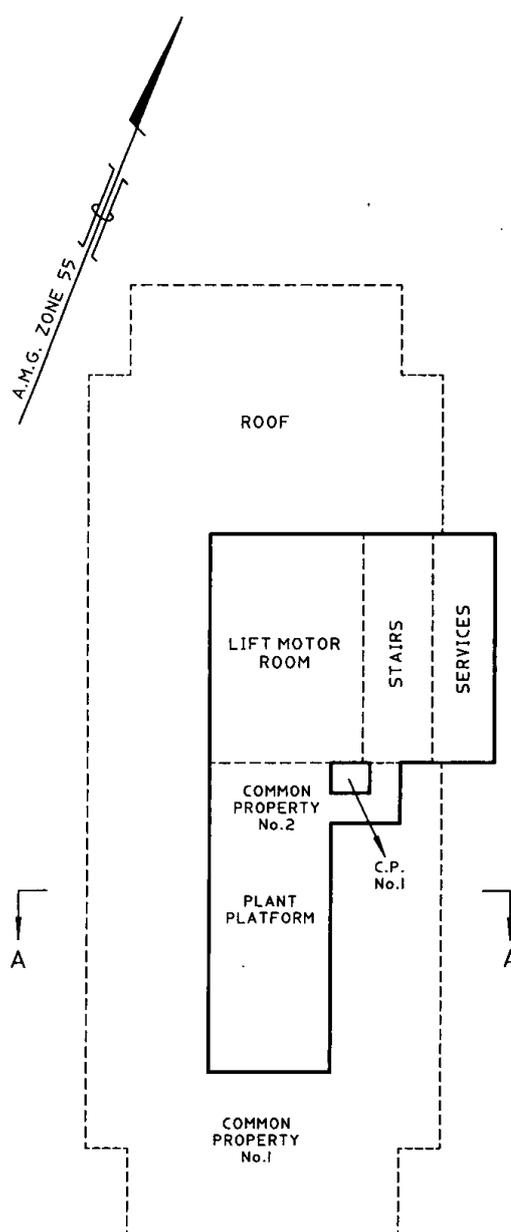
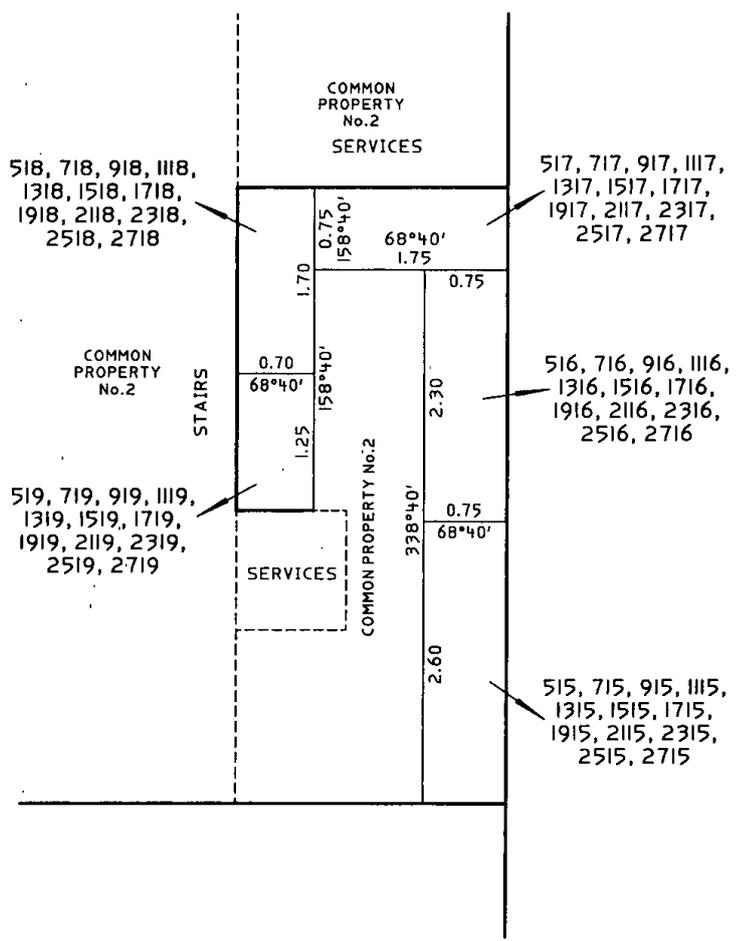
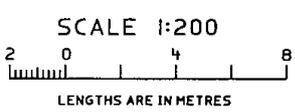
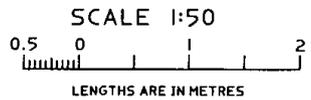


DIAGRAM 13
LEVEL 31



STORES ENLARGEMENT
DIAGRAM 14
SEE SHEETS 9 & 11
PART LEVELS 6, 8, 10, 12, 14,
16, 18, 20, 22, 24, 26 & 28



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A3

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SIGNATURE _____ DATE ____/____/____
REF 7322 VERSION D

SHEET 13 OF 23 SHEETS
DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS411688Q

CONTINUED ON SHEET 15

LOTS 1501 to 1519 AND
COMMON PROPERTY No.2

LOTS 1501 to 1514 AND
COMMON PROPERTY No.2

LOTS 1301 to 1319 AND
COMMON PROPERTY No.2

LOTS 1301 to 1314 AND
COMMON PROPERTY No.2

LOTS 1101 to 1119 AND
COMMON PROPERTY No.2

LOTS 1101 to 1114 AND
COMMON PROPERTY No.2

LOTS 901 to 919 AND
COMMON PROPERTY No.2

LOTS 901 to 914 AND
COMMON PROPERTY No.2

LOTS 701 to 719 AND
COMMON PROPERTY No.2

LOTS 701 to 714 AND
COMMON PROPERTY No.2

LOTS 501 to 513, 515 to 519
AND COMMON PROPERTY No.2

LOTS 501 to 513 AND
COMMON PROPERTY No.2

LOTS 401 TO 417 AND
COMMON PROPERTY No.2

COMMON PROPERTY No.1

LOTS 94 TO 98, 108 TO 144,
AND COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.1

LOTS 44 TO 48, 58 TO 72, 74 TO 93,
99 TO 107 AND COMMON PROPERTY No.2

COMMON PROPERTY No.1

LOTS 17 TO 23, 33 TO 35,
145, 146 AND
COMMON PROPERTY No.2

LOTS 1 TO 4, 149 TO 155, COMMON PROPERTY No.1,
COMMON PROPERTY No.2 AND COMMON PROPERTY No.3

COMMON PROPERTY No.1

LOTS 1 & 4, COMMON PROPERTY No.1
AND COMMON PROPERTY No.2

COMMON PROPERTY No.1

LEVEL 17
SEE DIAGRAM 9
SHEET 10

LEVEL 16
SEE DIAGRAM 10
SHEET 11

LEVEL 15
SEE DIAGRAM 9
SHEET 10

LEVEL 14
SEE DIAGRAM 10
SHEET 11

LEVEL 13
SEE DIAGRAM 9
SHEET 10

LEVEL 12
SEE DIAGRAM 10
SHEET 11

LEVEL 11
SEE DIAGRAM 9
SHEET 10

LEVEL 10
SEE DIAGRAM 10
SHEET 11

LEVEL 9
SEE DIAGRAM 9
SHEET 10

LEVEL 8
SEE DIAGRAM 10
SHEET 11

LEVEL 7
SEE DIAGRAM 9
SHEET 10

LEVEL 6
SEE DIAGRAM 8
SHEET 9

LEVEL 5
SEE DIAGRAM 7
SHEET 8

LEVEL 4
SEE DIAGRAM 6
SHEET 7

CARPARK LEVEL 3
SEE DIAGRAM 5
SHEET 6

CARPARK LEVEL 2
SEE DIAGRAM 4
SHEET 5

CARPARK LEVEL 1
SEE DIAGRAM 3
SHEET 4

GROUND STOREY
SEE DIAGRAM 2
SHEET 3

BASEMENT
SEE DIAGRAM 1
SHEET 2

TITLE BOUNDARY

SITE

BALCONY

LEVEL

TYPICAL CROSS SECTION A'-A

NOT TO SCALE

SHEET 14 OF 23 SHEETS

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ORIGINAL SHEET SIZE

A3

LICENSED SURVEYOR (PRINT)

KENNETH J. ROBERTS

SIGNATURE

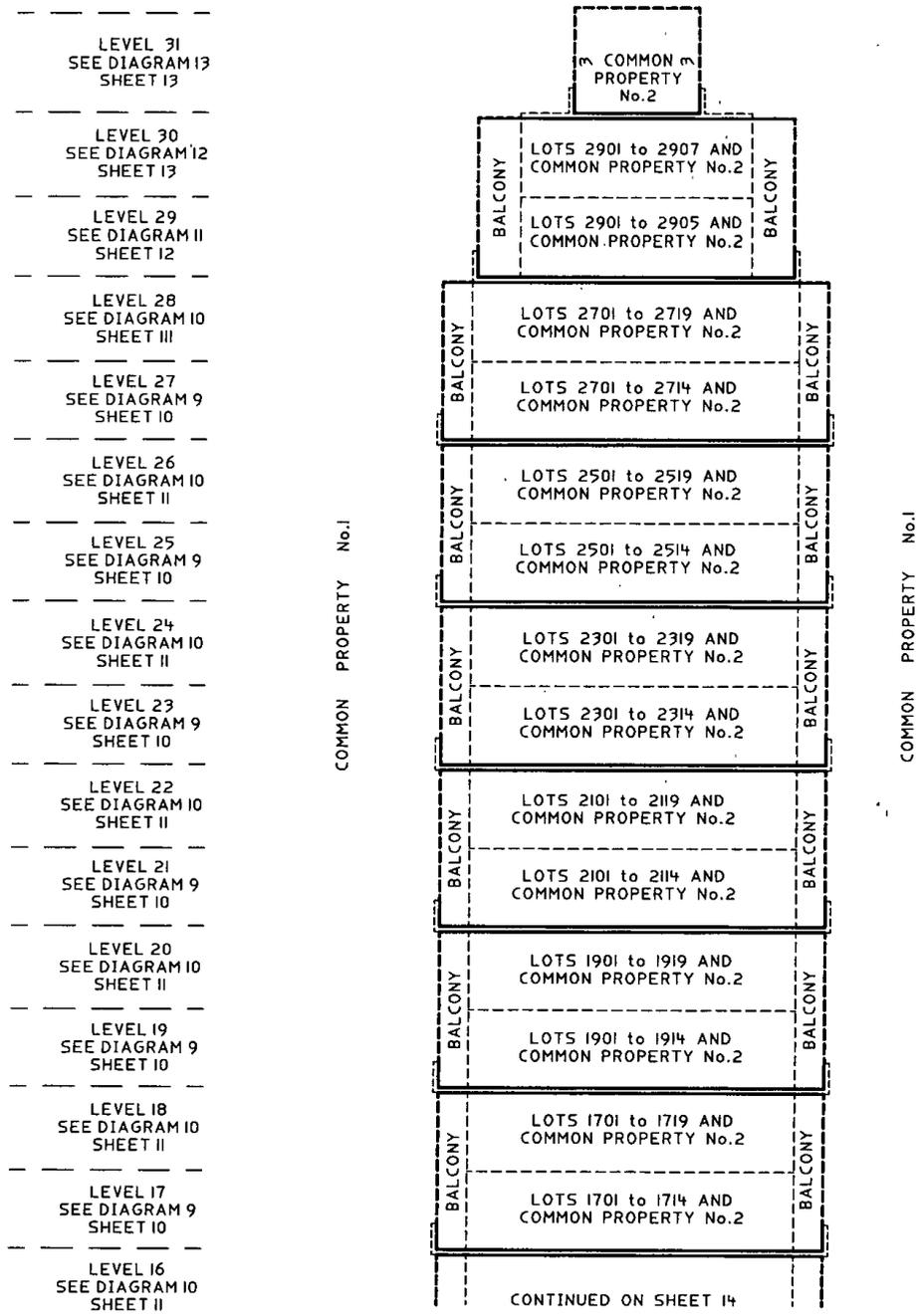
DATE

REF 7322

VERSION D

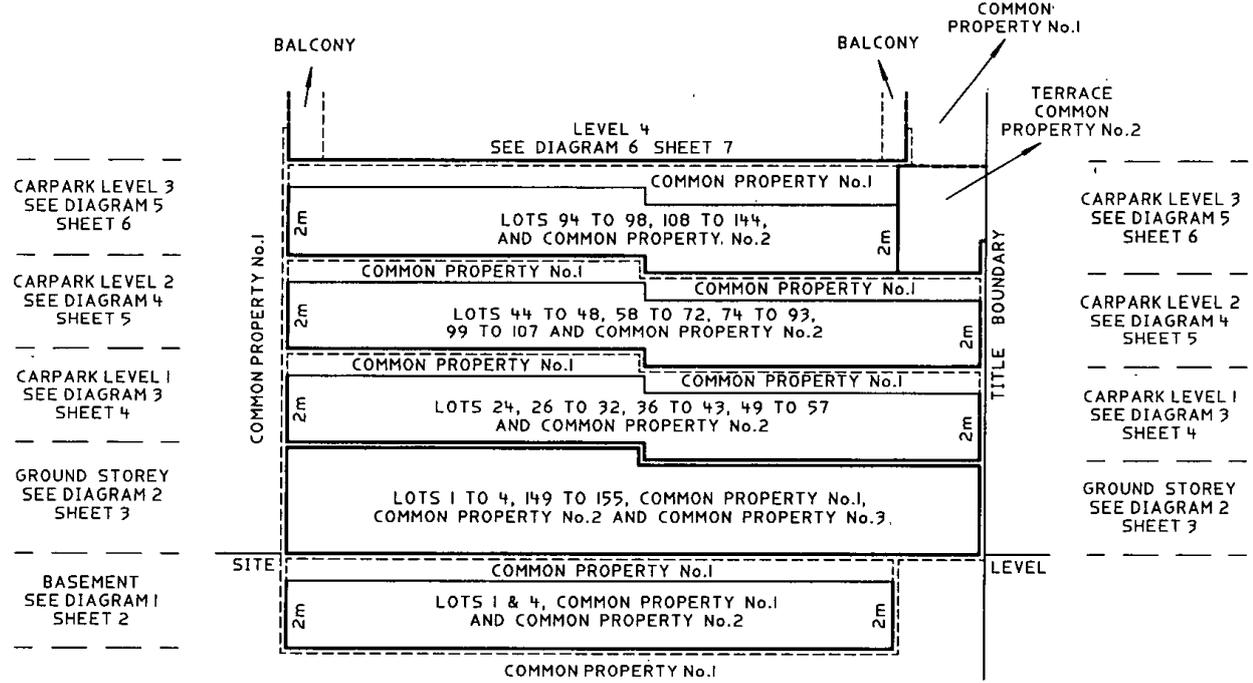
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COUNCIL DELEGATE SIGNATURE

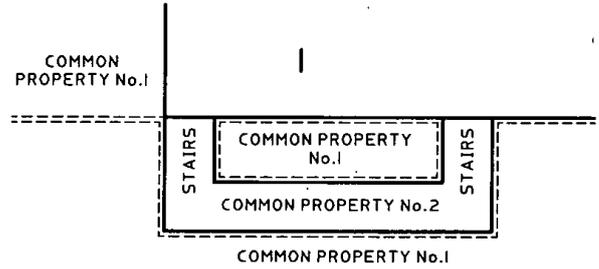


TYPICAL CROSS SECTION A'-A
CONTINUATION
NOT TO SCALE

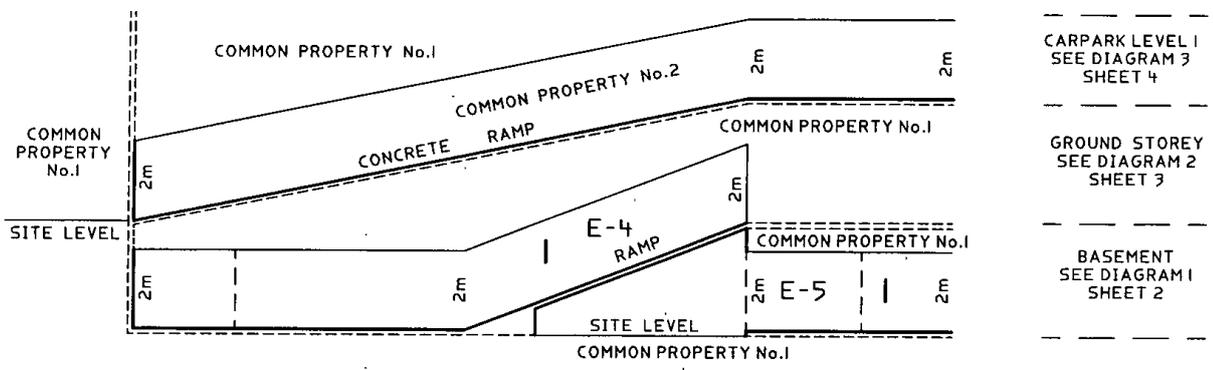
PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS411688Q
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TYPICAL CROSS SECTION B-B'
NOT TO SCALE



CROSS SECTION C-C'
NOT TO SCALE



CROSS SECTION D-D'
NOT TO SCALE

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A3

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REF 7322 VERSION D

SHEET 16 OF 23 SHEETS
DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____

PS411688Q

**Owners corporation information
formerly contained on Sheets**

17, 18, 19, 20, 21, 22, 23

**of this plan is now available in the Owners
Corporation Search Report**

Sheets

18, 19, 20, 21, 22, 23

have been removed from this plan



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Form 13

X769586S

260901 1211 173



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name:

MALLESONS STEPHEN JAGUES

Phone:

(03) 9643 4000

L 28 Rialto 525 Collins St Melbourne 3000

Address:

1177B

Ref:

Customer Code: ~~3383~~

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 of the land.

Land: *Certificates of Title Volume 6339 Folio 768 and Volume 9895 Folio 739*

Authority:

**Melbourne City Council
Town Hall, 90 Swanston Street
Melbourne Vic 3000**



DX769586S-1-1

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:

Peter Norris

Title of Officer:

Executive Corporate Solicitor
Governance Services

Date:

13/09/01

Dated the 12th day of September, 2001

MELBOURNE CITY COUNCIL

and

Pearce Valley Pty Ltd

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

Land 83-93 Franklin Street, Melbourne



DX769586S-2-8

X769586S
260901 1211 173



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

SECTION 173 AGREEMENT CONTENTS

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DX769586S-3-5

X769586S

260901 1211 173



DATE: 12 September 2001



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

and

The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS:

- A. The Council is the responsible authority for the administration of the Melbourne Planning Scheme pursuant to the provisions of the Planning and Environment Act 1987.
- B. The Owner is or is entitled to be the registered proprietor of the land referred to in Item 2 of the Schedule.
- C. The Council issued the permit referred to in Item 3 of the Schedule.
- D. The permit allows the use or development referred to in Item 4 of the Schedule.
- E. The permit is conditional on the Owner 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.

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. "Car Park Lots" means lots 149 to 155 (both inclusive) and all lots shown on sheets 4, 5 and 6 of the Plan.
- 1.3. "Commencement Date" means the date on which this Agreement commences and referred to in Item 6 of the Schedule.
- 1.4. "Council's Representative" means the person referred to in Item 7 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 entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the subject land or any part of it.
- 1.8. "Permit" means the Planning Permit referred to in Item 3 of the Schedule.

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- 1.9. "Plan" means the Plan of Subdivision referred to in Item 8 of the Schedule, a copy of which is annexed to this Agreement.
- 1.10. "Planning Approval" shall mean and include any planning permit issued in accordance with the Act.
- 1.11. "Prime Lots" means all lots in the Plan, including any future lots caused by resubdivision of those lots, other than the Car Park Lots.
- 1.12. "Scheme" means the Melbourne Planning Scheme.
- 1.13. "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.
- 1.14. "Works" means the works referred to in Item 10 of the Schedule to be carried out pursuant to the Permit.



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 the 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 and the 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

This Agreement shall be deemed to come into force and effect as from the Commencement Date and the benefit and burden of this Agreement shall run with and be annexed to the Land.

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260901 1211 173



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 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 each successor, assign or transferee of the 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 shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the 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 appears and in addition to the name of the Owner.

6. COVENANTS OF OWNER

6.1. The Owner covenants and agrees that:



6.1.1. the Car Park Lots can only be owned by a registered proprietor of one of the Prime Lots and can only be used by a registered proprietor or occupier or guest of an occupier of one of the Prime Lots.

6.1.2. the Car Park Lots and the car park spaces in Lot 1 on the Plan are not to be operated as a public car parking facility.

6.2. 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

6.3. 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

6.4. it will do all things 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

6.5. consent to the Council making application to the Registrar of the Land Titles Office 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

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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

6.6. the Owner 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 or referable to the matters referred to in this Agreement or any breach of this Agreement.

6.7. **Costs**

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

6.7.1. 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 part 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;

6.7.2. 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

6.7.3. any request by the Owner 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.

7. **DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of the 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 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.

8. **COUNCIL'S POWERS**



8.1. **Default Notice**

8.1.1. Should the Owner fail or neglect to carry out or complete the works described in Item 11 of the Schedule and referred to in the Permit the Council's Representative may cause to be served on the Owner a notice in writing ("the notice") specifying the works in respect of which the Owner is in default.

8.1.2. Should the default continue for a period of 14 days after the service of the notice the Council may enter upon the land and cause the works to be constructed or completed and made good or cause any faults defects or failures in the works which have developed appeared or occurred within a period of six months from the date of completion of construction of the works to be maintained repaired or made good and for any such purpose the Council may employ a contractor or contractors and professional advisers.

8.1.3. The notice may set out the cost as estimated by the Council's Representative of constructing or completing the construction of the works. If the Owner does not comply with the notice to remedy the default the Council's Representative may cause to be

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served on the Owner a demand in writing ("the demand") for the amount of the costs specified in the notice.

8.1.4. The costs specified in the demand shall be paid forthwith by the Owner to the Council and the Council may exercise its rights under any Bank Guarantees provided by the Owner to the Council in order to recover the costs.

8.2. Completion of Works

8.2.1. As soon as practicable after the completion of the work the Council's Representative shall certify the actual costs of the work to the Council. The certificate of the Council's Representative shall be final, binding and conclusive as between the parties to this Agreement. The difference between the actual cost and the estimated cost paid to the Council pursuant to this Clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.

8.2.2. If the notice does not require the Owner to pay the estimated costs, the actual costs of any works carried out by or on behalf of the Council pursuant to this Clause of this Agreement shall be paid on demand by the Owner to the Council.

8.2.3. If any Bank Guarantee referred to above is insufficient to recover the actual cost of the work carried out by or on behalf of the Council pursuant to this Clause such cost shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

8.2.4. The Owner covenants and agrees that the Owner will indemnify and keep indemnified the Council from and against all costs, expenses, losses or damages whatsoever which they may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the carrying out of works referred to in this Clause.

9. INTEREST AND CHARGE



9.1. 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.

9.2. 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.

10. NOTICES

10.1. 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 Item 11 of the Schedule,

- 10.1.1. by delivering it personally to that party;
- 10.1.2. by sending it by prepaid post; or
- 10.1.3. 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,

10.2. and notice or other communication is deemed served:

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

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- 10.2.2. if posted, on the expiration of two business days after the date of posting; or
- 10.2.3. 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.

11. 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.



12. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligation 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.

13. NO WAIVER

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner 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.

14. 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.

15. 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 to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

16. 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.

17. 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.

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18. ENDING OF AGREEMENT

18.1. This Agreement shall cease to operate on the Termination Date or otherwise as contemplated in Item 9 of the Schedule.

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

EXECUTED as a DEED



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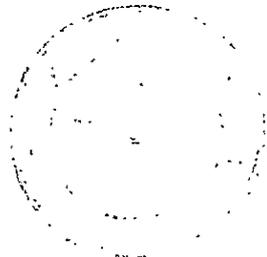
SIGNED SEALED AND DELIVERED by John Noonan, Group Manager Development and Statutory Services pursuant to an Instrument of Delegation authorised by Resolution of Council.)
)
)
)

John Noonan

[Signature]

Witness

THE COMMON SEAL of PEARCE VALLEY PTY LTD (ACN 065 449 041) was hereunto affixed in accordance with its Articles of Association in the presence of:)
)
)
)



Christine Sal

Director

Dobly

Director/Secretary

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SCHEDULE



ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Pearce Valley Pty Ltd (ACN 065 449 041)
2.	Land description by address and Certificate of Title details	83-93 Franklin Street, Melbourne Volume 6339 Folio 768 and Volume 9895 Folio 739
3.	Permit Number and date issued	TP00/782 issued 8 August 2001
4.	What the Permit allows	Subdivision
5.	What the condition requiring the Agreement provides for	Refer to clauses 6.1.1 and 6.1.2 of this Agreement
6.	Commencement Date	The date of this Agreement
7.	Council's Representative is:	Chris Blackwood Team Leader – Land Survey
8.	Plan of Subdivision Reference Number	PS 411688Q
9.	Termination date or specified event	On agreement with Council
10.	Works to be carried out under the Permit	Not applicable
11.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658 8581 Facsimile: 9658 9179
12.	Address, phone and facsimile of Owner	131 Franklin Street, Melbourne, Vic 3000 Phone: 9329 7775 Facsimile: 9329 7772

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PLAN OF SUBDIVISION		Stage No. / /	LTO use only EDITION	PS411688Q
Location of Land Parish: MELBOURNE NORTH CITY OF MELBOURNE Township: Section: 38 Crown Allotment: 14 & 15 (PART) Crown Portion: LTO base record: D.C.M.B. Title References: Vol. 6339 Fol. 768 Vol. 9895 Fol. 739 Last Plan Reference: AP55984 Postal Address: 83-93 FRANKLIN STREET MELBOURNE 3000 AMG Co-ordinates: E 320 460 (Of approx. centre of plan) N 5 813 330 Zone 55		Council Certification and Endorsement Council Name: MELBOURNE CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council seal Date / /		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
Nil.	Nil.			
Notations				
Depth Limitation:	Does not apply		Staging	This is/is not a staged subdivision. Planning Permit No. TP 00/782
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. <u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</u> INTERIOR FACE: ALL BOUNDARIES COMMON PROPERTY No.1 IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS, COMMON PROPERTY No.2 AND COMMON PROPERTY No.3. THE LOWER LIMIT OF EASEMENTS E-4 & E-5 ARE DEFINED BY THE LOWER LEVEL OF THAT PART OF LOT 1. THE UPPER LIMIT OF EASEMENTS E-4 & E-5 ARE 2m ABOVE THE LOWER LIMIT.		ALL STRUCTURAL WALLS & COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE WALLS, COLUMNS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s): PM54, PCM110390367 & PCM110390368. In proclaimed Survey Area no.		
Easement Information				LTO use only
Legend:	E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)			Statement of Compliance / Exemption Statement
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.				Received <input type="checkbox"/>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	ANY EASEMENTS	SEE SHEET 3	SEE V.6339 F.768	UNSPECIFIED
E-2	LIGHT AND AIR	SEE SHEET 3	C/E 1760468	V.3099 F.751
E-3	LIGHT AND AIR	SEE SHEET 3	C/E 1760467	V.2692 F.312
E-4	WAY	SEE SHEET 2	THIS PLAN	LOTS ON THIS PLAN
E-5	WAY	SEE SHEET 2	THIS PLAN	LOT 4 ON THIS PLAN
X769586S				LTO use only
260901 1211 173				PLAN REGISTERED TIME DATE / /
				Assistant Registrar of Titles
DX769586S-12-3				SHEET 1 OF 23 SHEETS
FRANCIS O'HALLORAN & CO. <i>Consulting Surveyors and Property Planners</i> 32 Peel Street Collingwood Victoria 3066 Telephone (03) 9419 8422 Fax (03) 9415 1370		LICENSED SURVEYOR (PRINT) <u>KENNETH J. ROBERTS</u>		DATE / /
SIGNATURE -----		DATE / /		COUNCIL DELEGATE SIGNATURE
REF 7322		VERSION D		Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS411688Q

FRANKLIN STREET

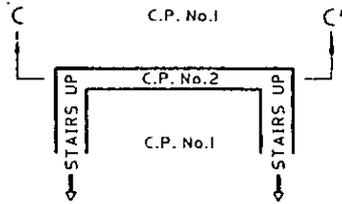
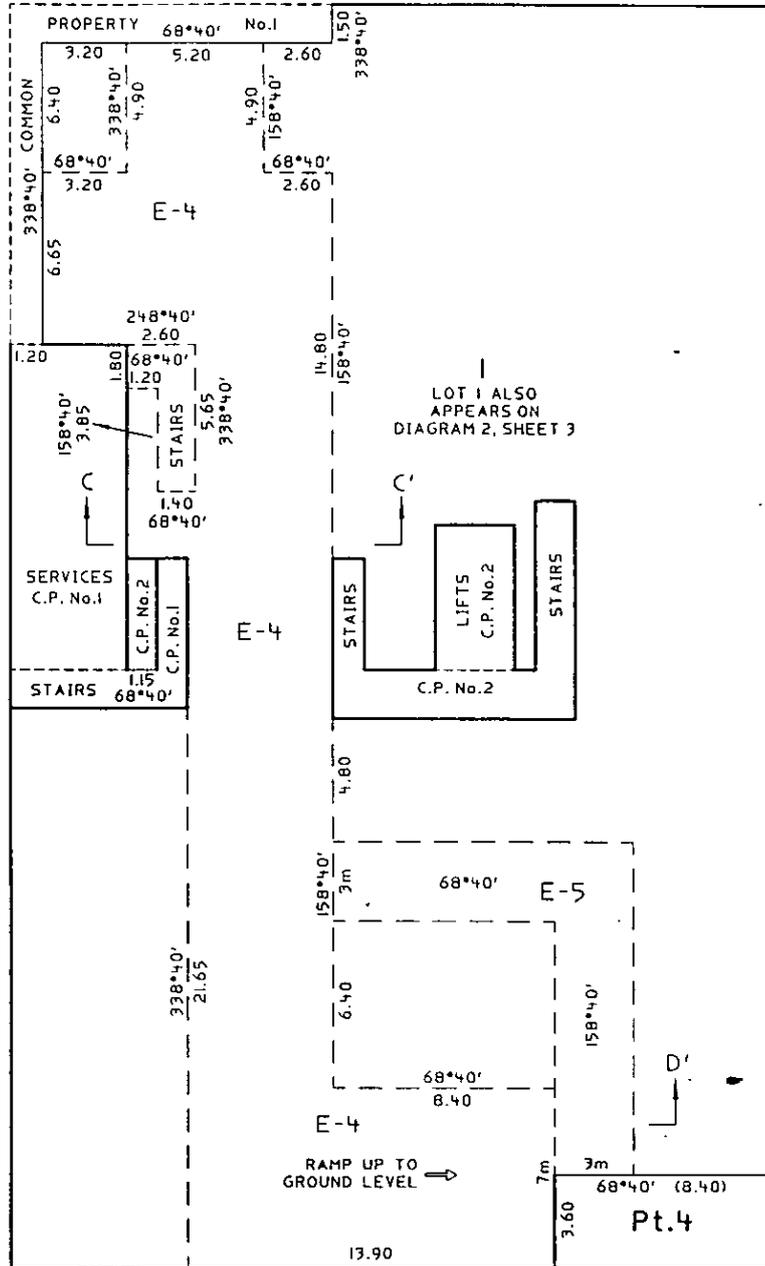
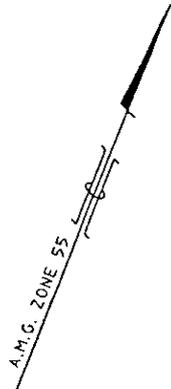


DIAGRAM 15
FIRE ESCAPE
TUNNEL

DIAGRAM I
BASEMENT

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SHEET 2 OF 23 SHEETS

ORIGINAL	SCALE
SHEET SIZE	1:200
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	LENGTHS ARE IN METRES

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REF 7322 VERSION D

DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS411688Q

FRANKLIN STREET

(38.405)

68°40'

ELIZABETH STREET

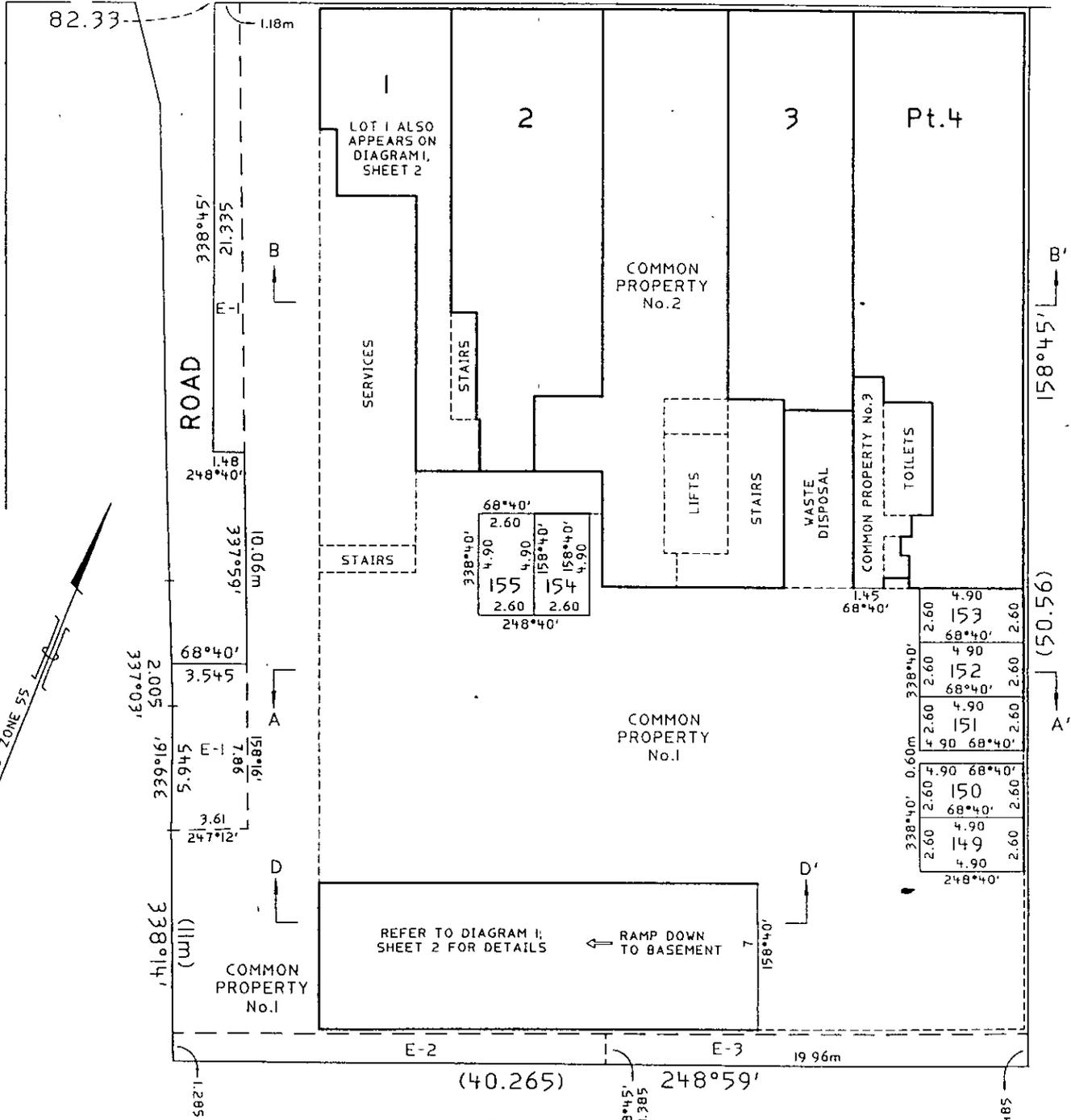


DIAGRAM 2
GROUND STOREY AND
GROUND LEVEL

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SHEET 3 OF 23 SHEETS

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PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS411688Q

FRANKLIN STREET

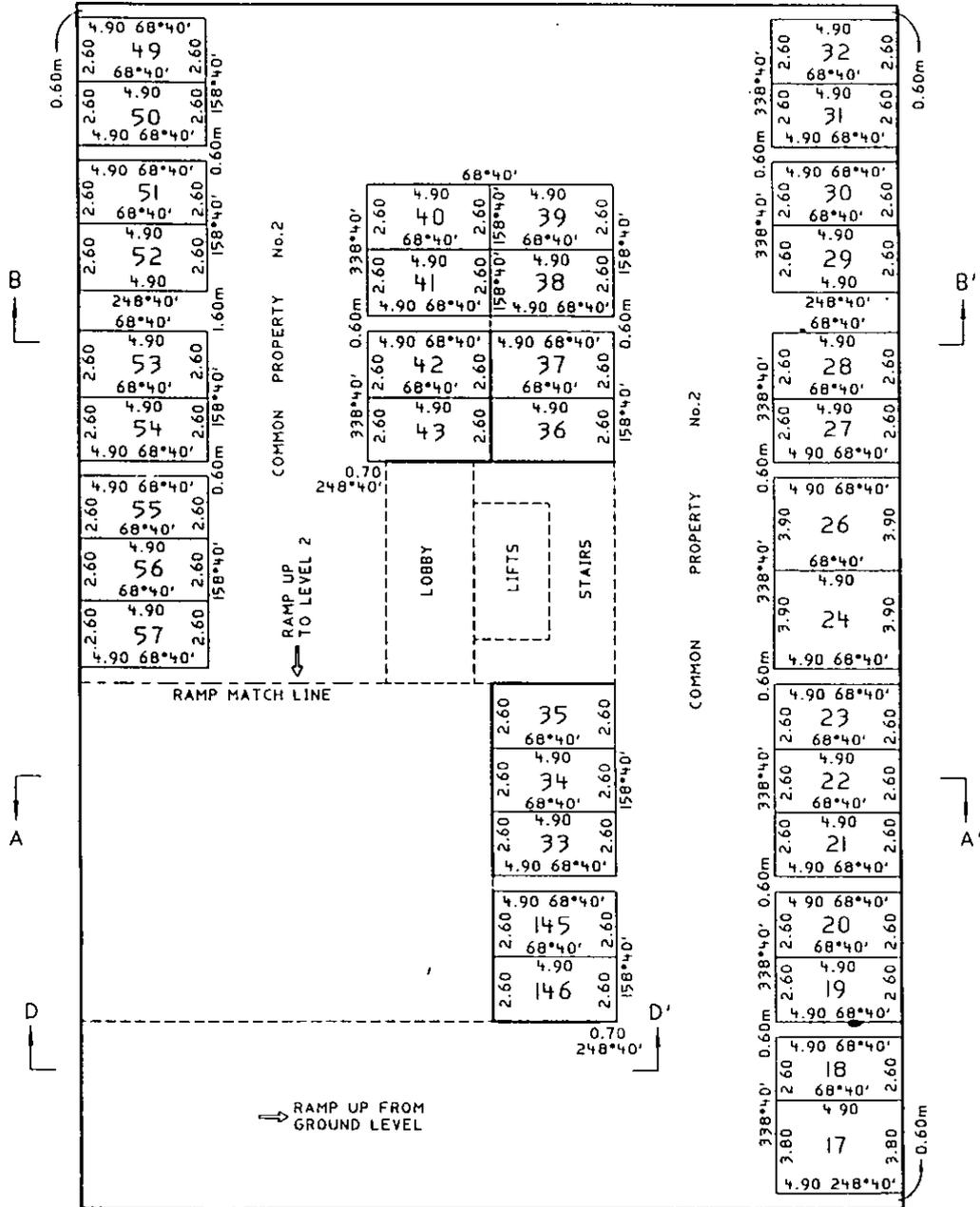
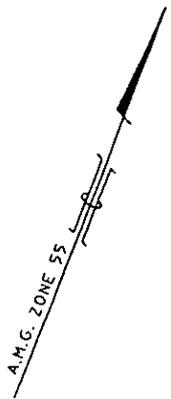


DIAGRAM 3
LEVEL 1 CARPARKING



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SHEET 4 OF 23 SHEETS

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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS411688Q

FRANKLIN STREET

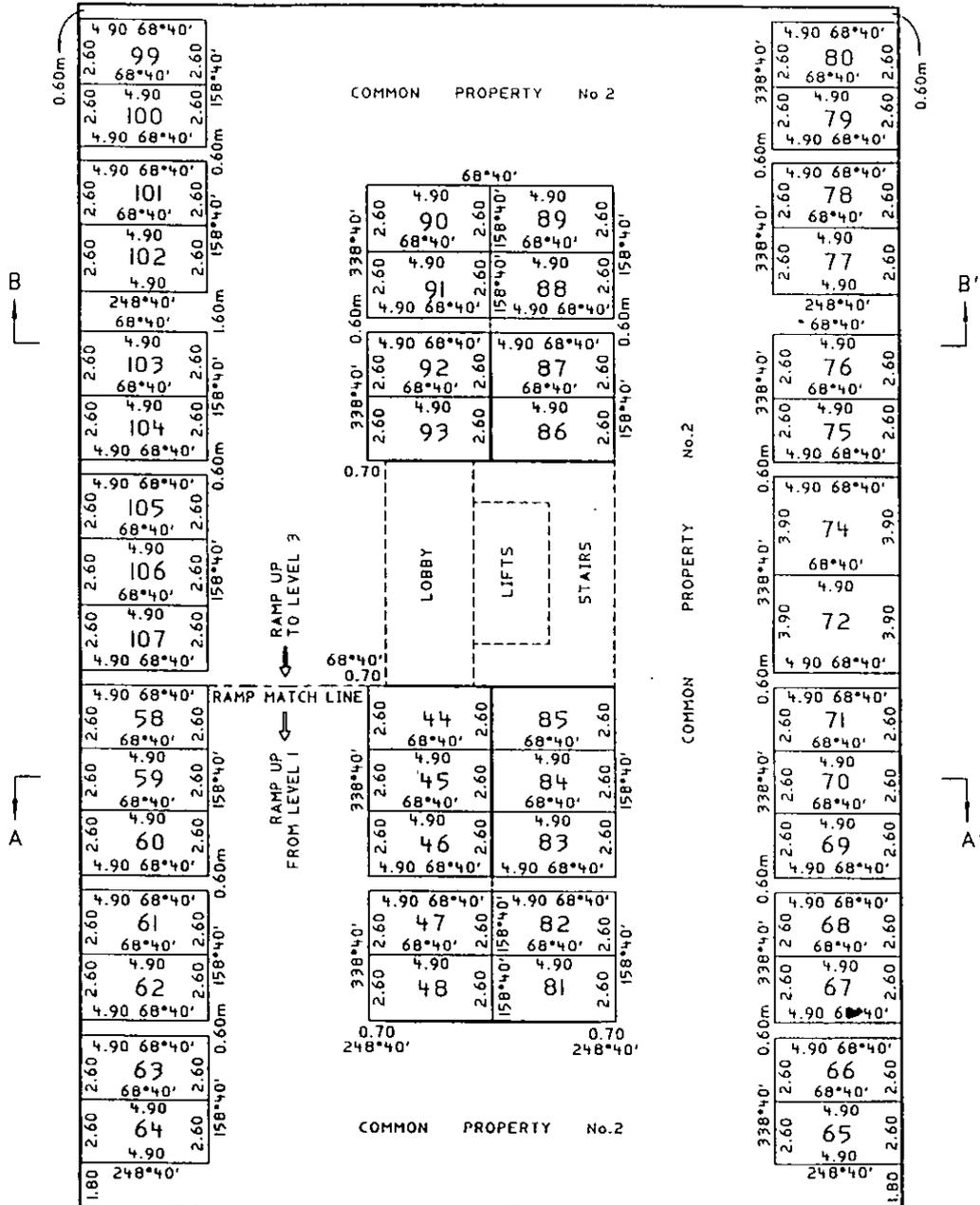
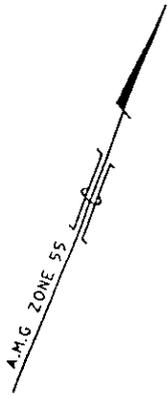


DIAGRAM 4
LEVEL 2 CARPARKING

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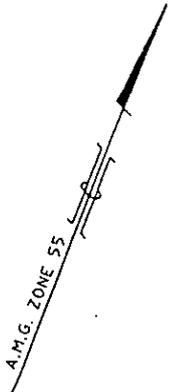
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PLAN OF SUBDIVISION Stage No. / Plan Number PS411688Q



FRANKLIN STREET

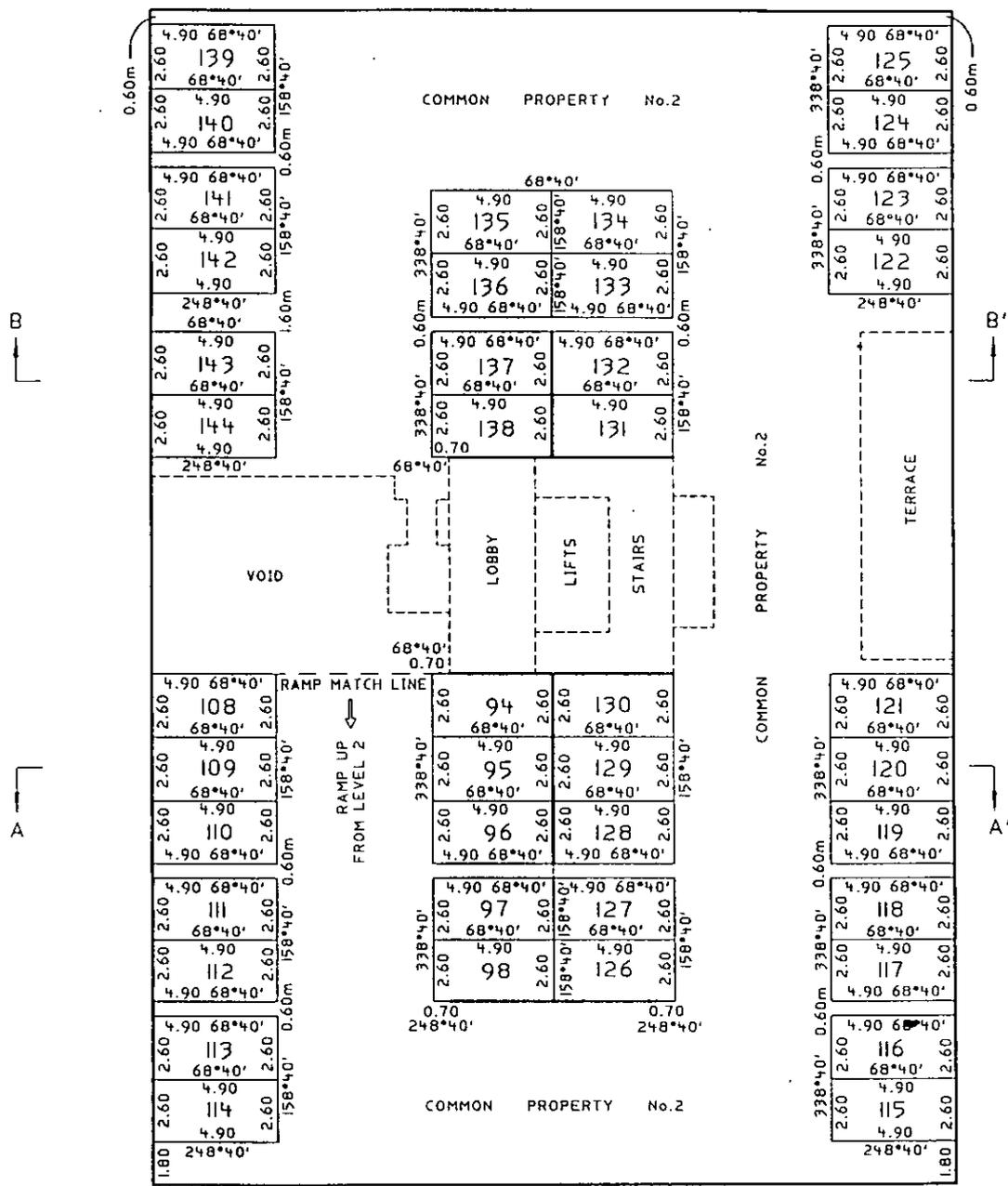


DIAGRAM 5
LEVEL 3 CARPARKING

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SHEET 6 OF 23 SHEETS

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PLAN OF SUBDIVISION	Stage No. /	Plan Number PS411688Q
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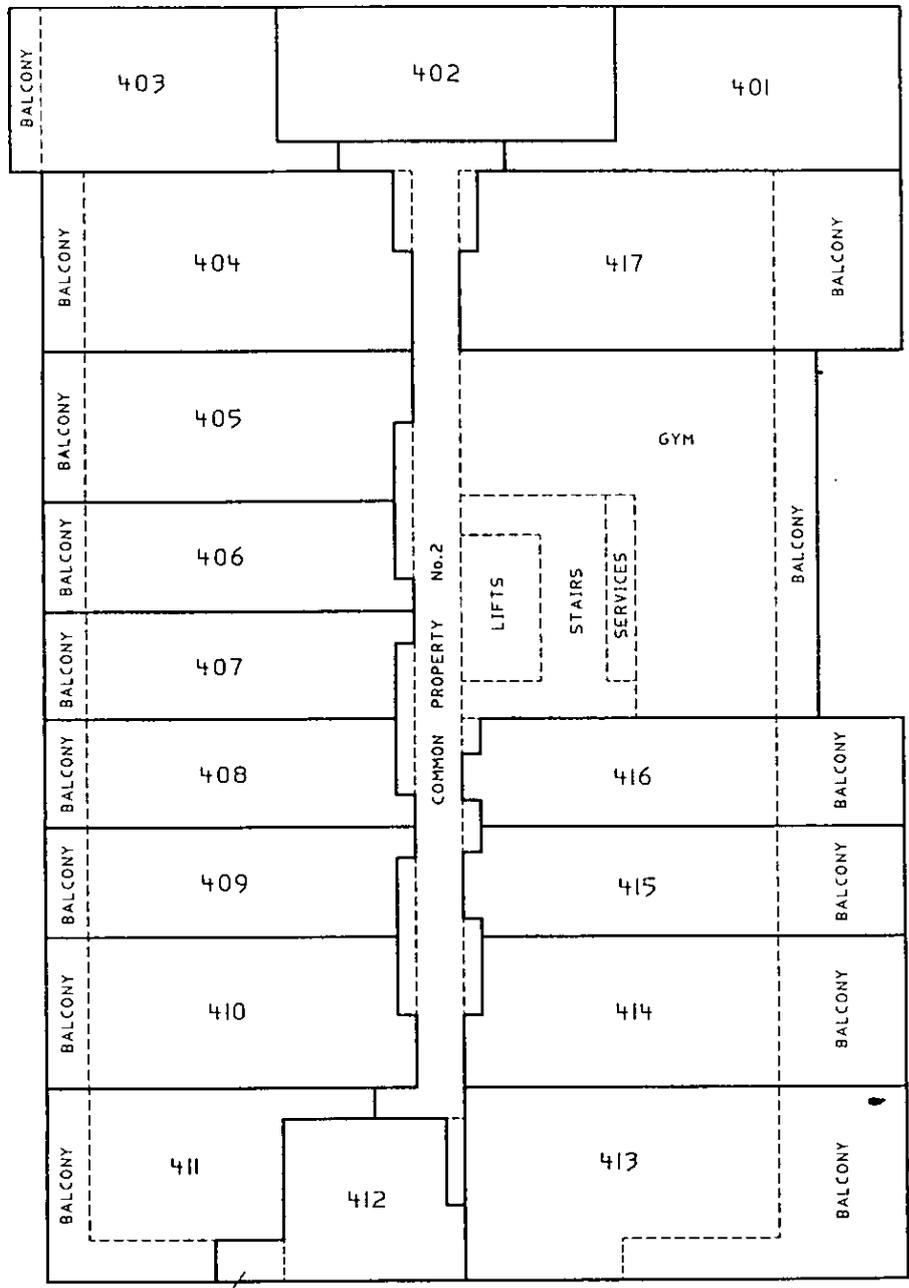
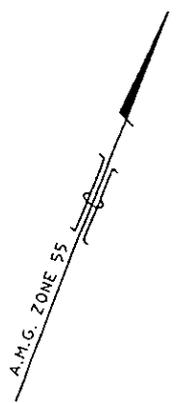


DIAGRAM 6
LEVEL 4

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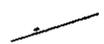


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SHEET 7 OF 23 SHEETS

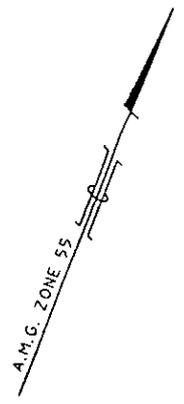
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PLAN OF SUBDIVISION

Stage No. 

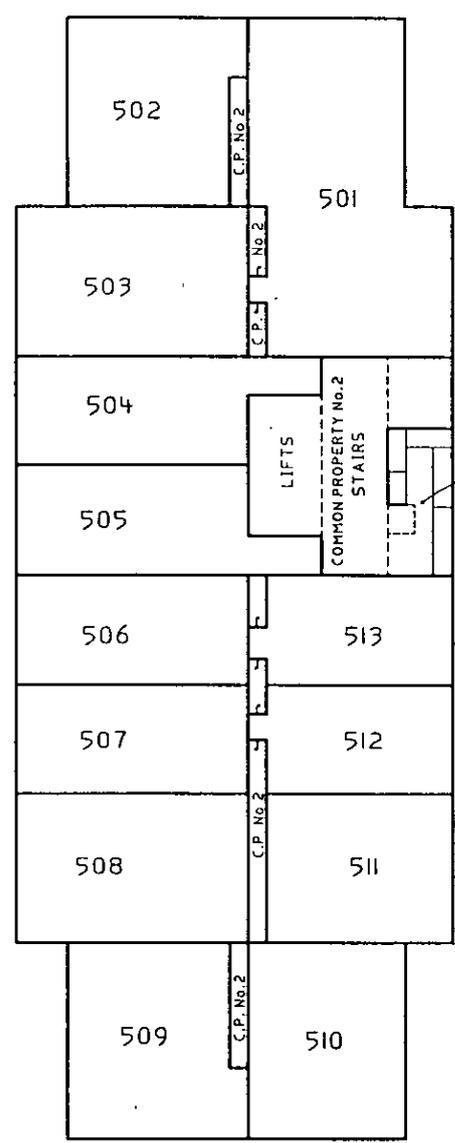
Plan Number

PS411688Q



FRANKLIN STREET

LOTS ON THIS DIAGRAM
ALSO APPEAR ON
DIAGRAM 7



STORES
SEE DIAGRAM 14, SHEET 13
FOR ENLARGEMENT



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DIAGRAM 8 LEVEL 6

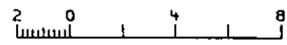
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SHEET 9 OF 23 SHEETS

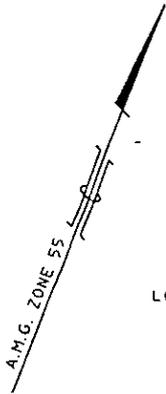
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LICENCED SURVEYOR (PRINT)	KENNETH J. ROBERTS
SIGNATURE	DATE
REF 7322	VERSION D

DATE	____/____/____
COUNCIL DELEGATE SIGNATURE	_____

PLAN OF SUBDIVISION Stage No. Plan Number
PS411688Q

FRANKLIN STREET



LOTS ON THIS DIAGRAM ALSO APPEAR ON DIAGRAM 10

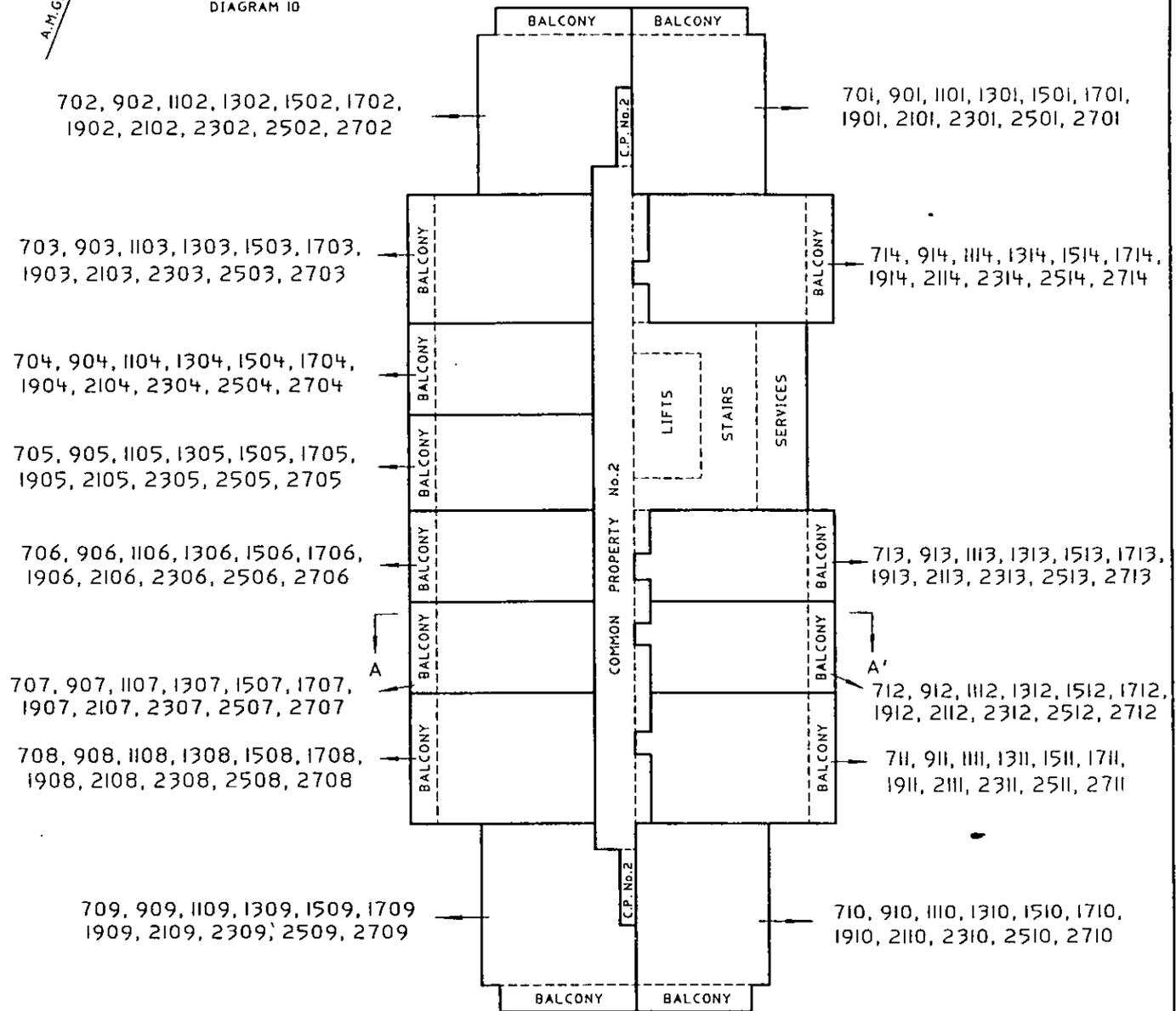


DIAGRAM 9

LEVELS 7, 9, 11, 13, 15, 17, 19, 21, 23, 25 & 27

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SHEET 10 OF 23 SHEETS

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SHEET SIZE	SCALE
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LENGTHS ARE IN METRES	

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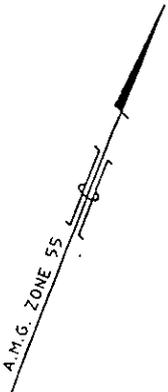
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DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS411688Q
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FRANKLIN STREET



LOTS ON THIS DIAGRAM
ALSO APPEAR ON
DIAGRAM 9

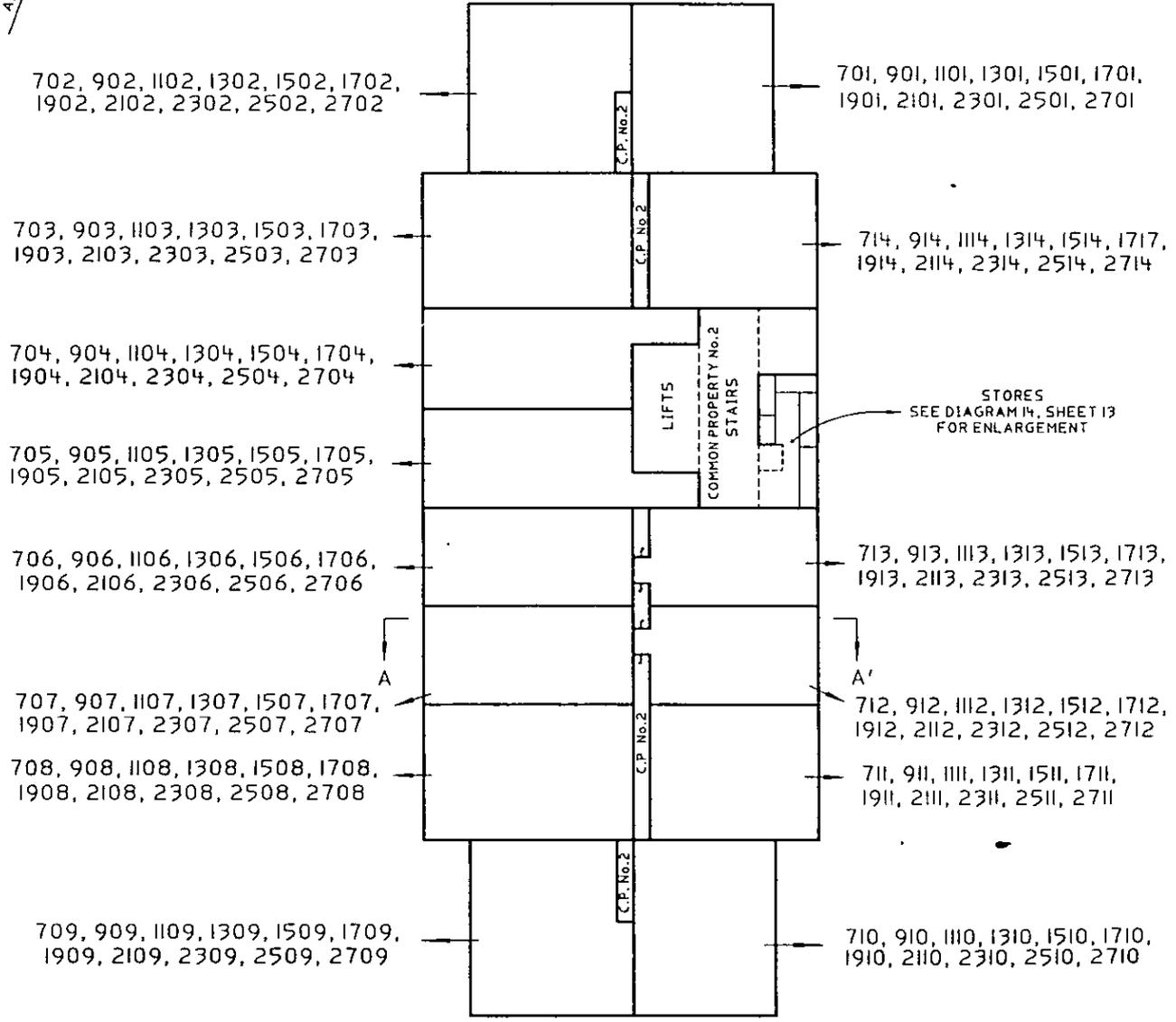


DIAGRAM 10
LEVELS 8, 10, 12, 14, 16,
18, 20, 22, 24, 26 & 28

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32 Peel Street Collingwood Victoria 3066
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SHEET 11 OF 23 SHEETS

ORIGINAL	SCALE	<p style="font-size: 0.7em; text-align: center;">LENGTHS ARE IN METRES</p>
SHEET SIZE	SCALE	
A3	1:200	

LICENSED SURVEYOR (PRINT) KENNETH J. ROBERTS	
SIGNATURE _____	DATE <u> / / </u>
REF 7322	VERSION D

DATE <u> / / </u>	COUNCIL DELEGATE SIGNATURE _____
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PLAN OF SUBDIVISION

Stage No. _____
 Plan Number
PS411688Q

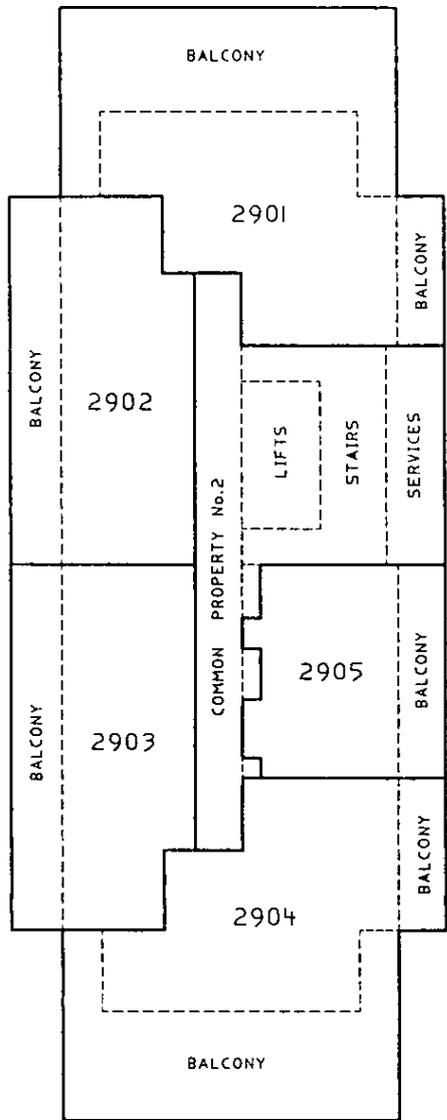
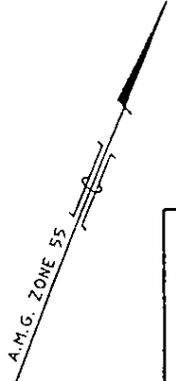


DIAGRAM II
 LEVEL 29

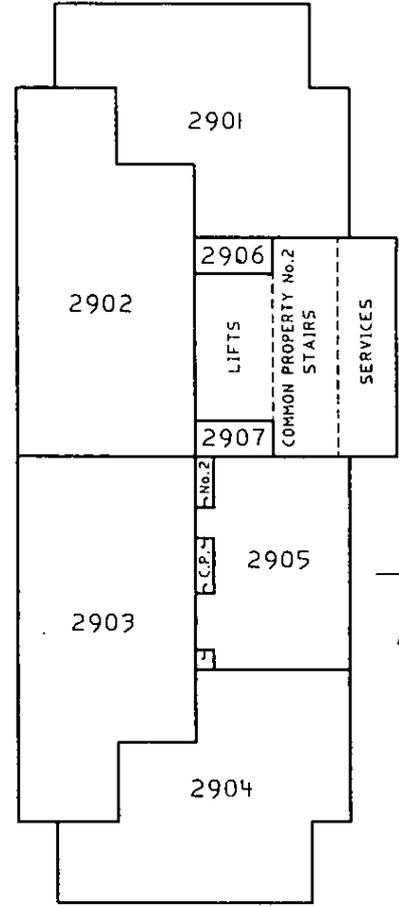


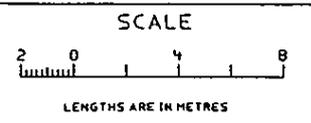
DIAGRAM 12
 LEVEL 30

X769586S
 260901 1211 173



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 Consulting Surveyors and Property Planners
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ORIGINAL
 SHEET SIZE
A3



LICENSED SURVEYOR (PRINT) **KENNETH J. ROBERTS**
 SIGNATURE _____ DATE _____
 REF 7322 VERSION **D**

SHEET 12 OF 23 SHEETS

DATE _____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS411688Q



DX769586S-24-7

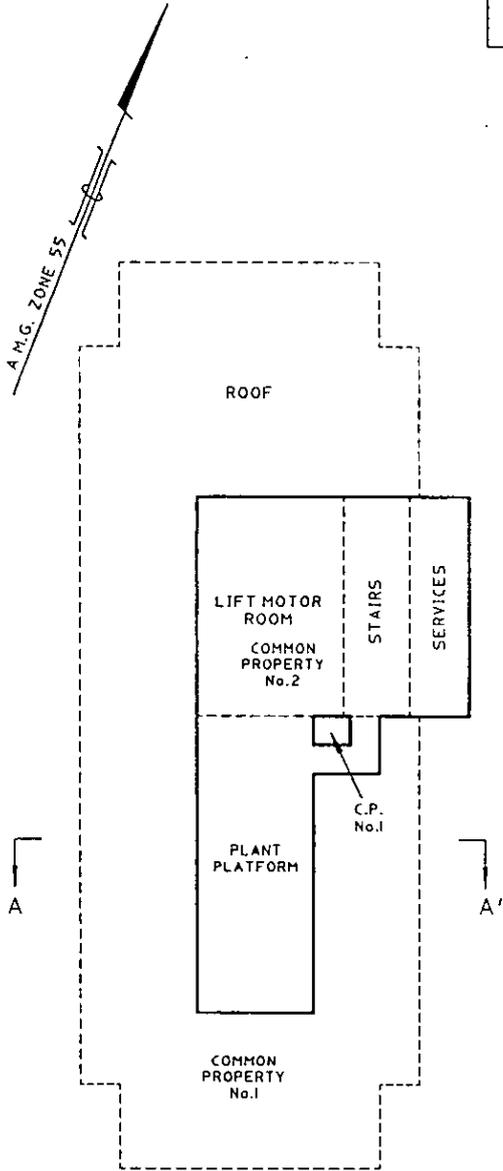
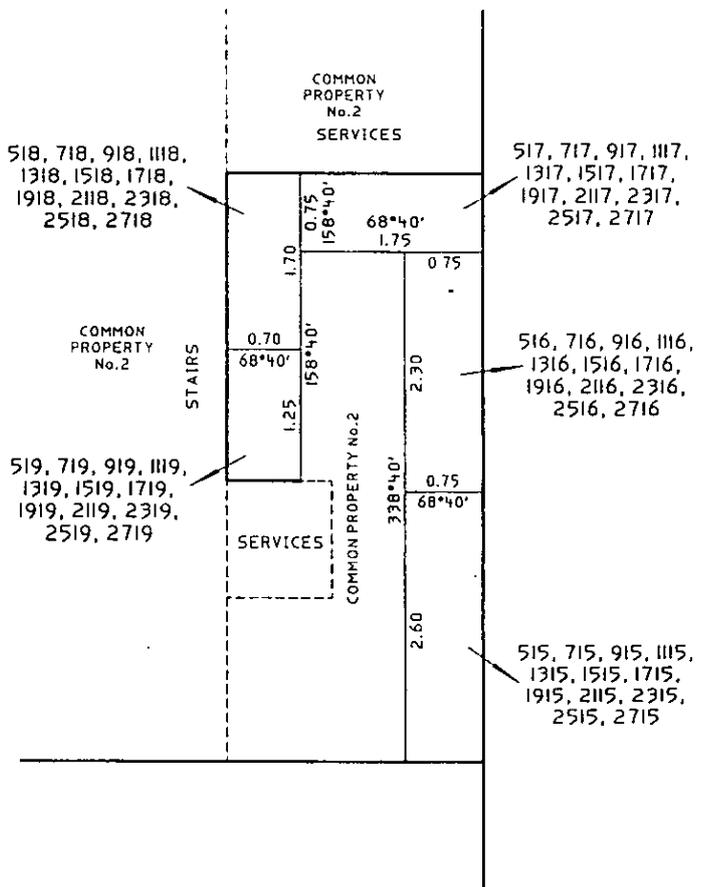
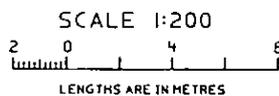


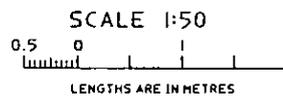
DIAGRAM 13
LEVEL 31



STORES
ENLARGEMENT

DIAGRAM 14

SEE SHEETS 9 & 11
PART LEVELS 6, 8, 10, 12, 14,
16, 18, 20, 22, 24, 26 & 28



X769586S
260901 1211 173



SHEET 13 OF 23 SHEETS

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ORIGINAL SHEET SIZE
A3

LICENSED SURVEYOR (PRINT)

KENNETH J. ROBERTS

SIGNATURE

DATE

REF 7322

VERSION

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DATE

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DX769586S-25-5

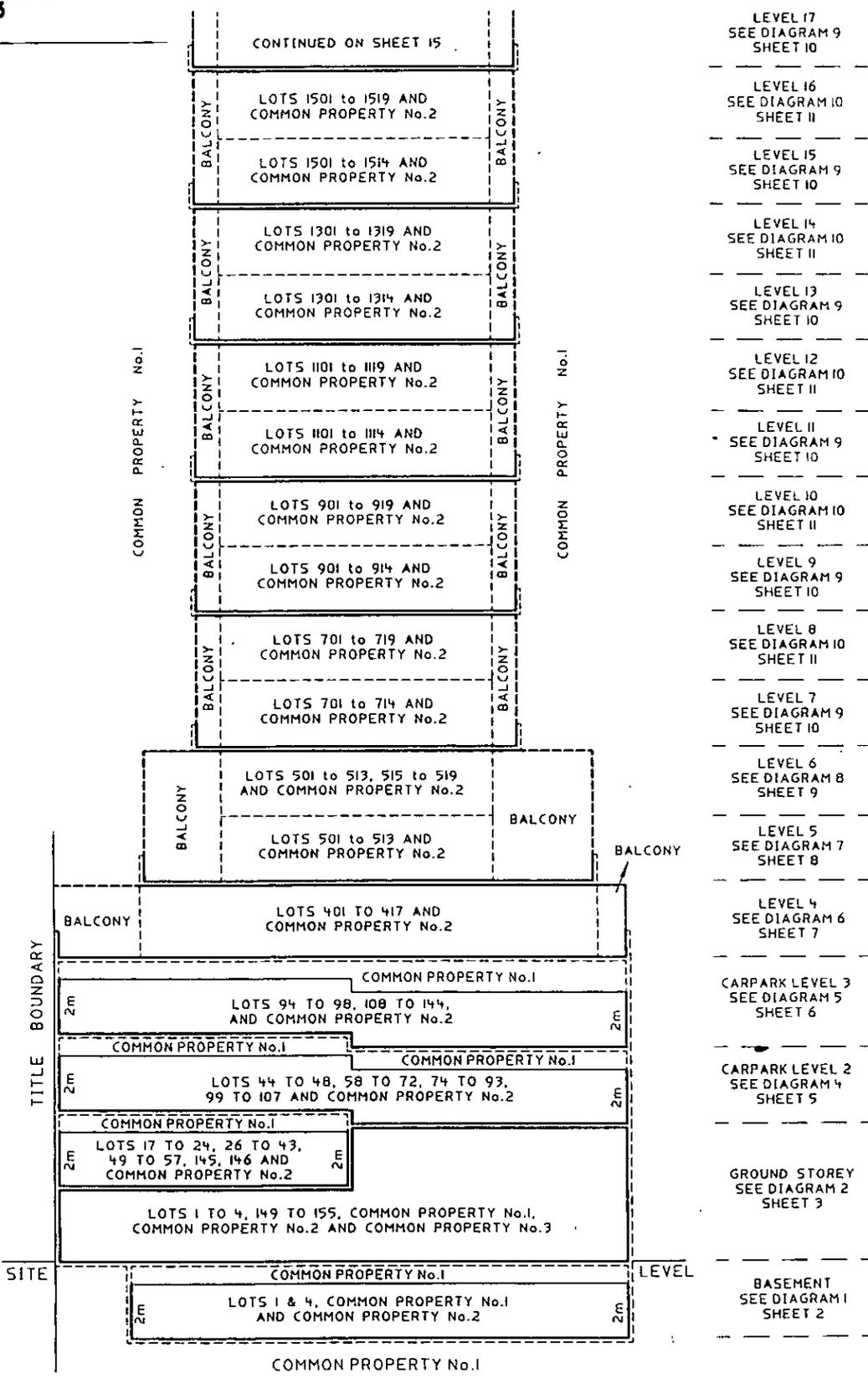
PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS411688Q

X769586S
260901 1211 173



TYPICAL CROSS SECTION A-A'

NOT TO SCALE

SHEET 14 OF 23 SHEETS

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ORIGINAL SHEET SIZE
A3

LICENSED SURVEYOR (PRINT)

KENNETH J. ROBERTS

SIGNATURE

DATE

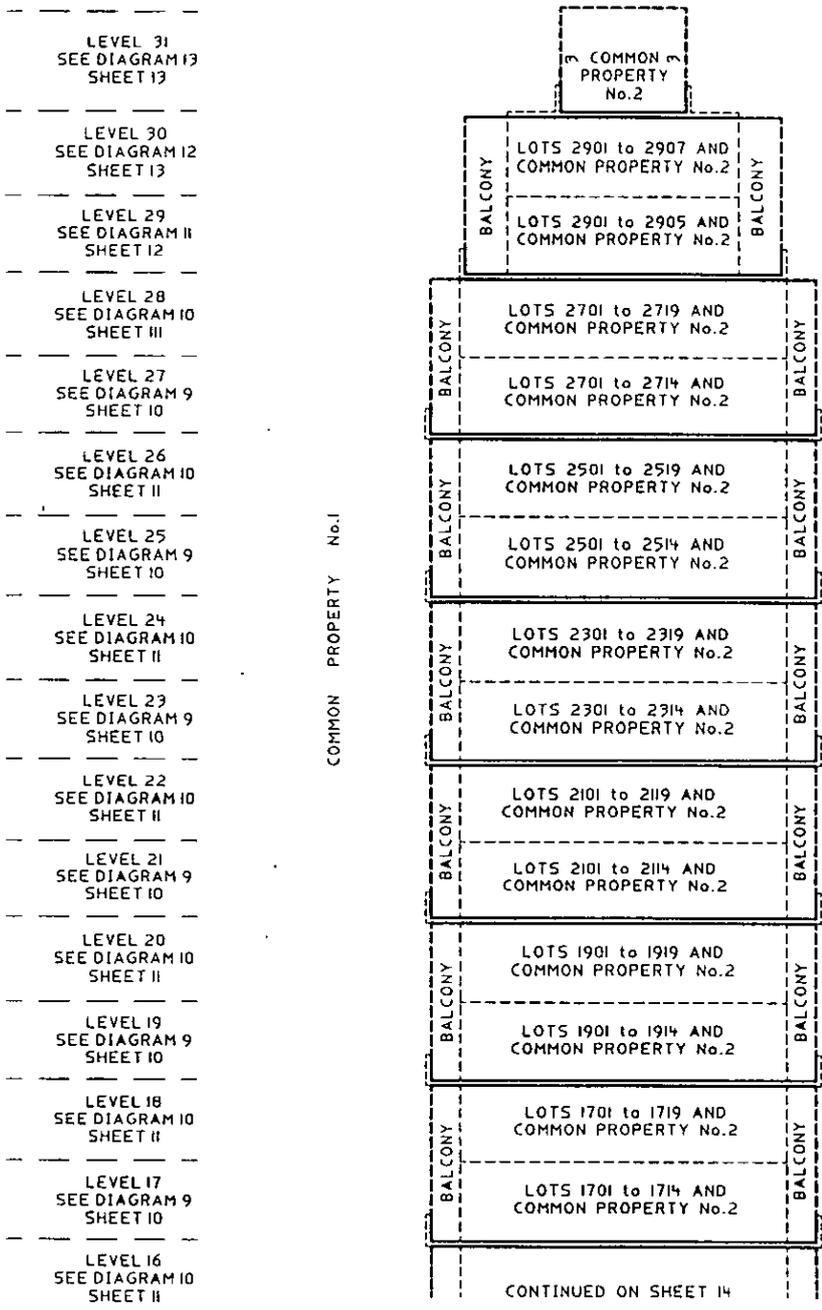
REF 7322

VERSION D

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	Stage No. _____	Plan Number
	/	PS411688Q



TYPICAL CROSS SECTION A-A'
CONTINUATION
NOT TO SCALE

SHEET 15 OF 23 SHEETS

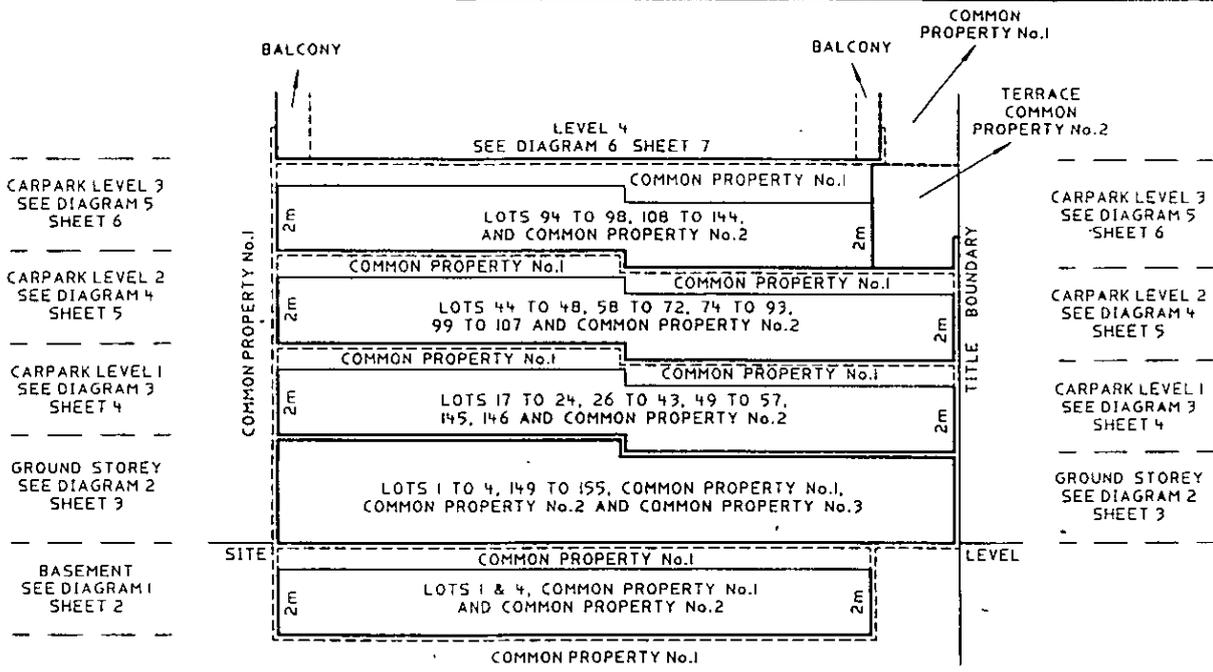
DATE _____	DATE _____
COUNCIL DELEGATE SIGNATURE	

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32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

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		SIGNATURE _____	DATE _____
		REF 7322	VERSION .D

PLAN OF SUBDIVISION

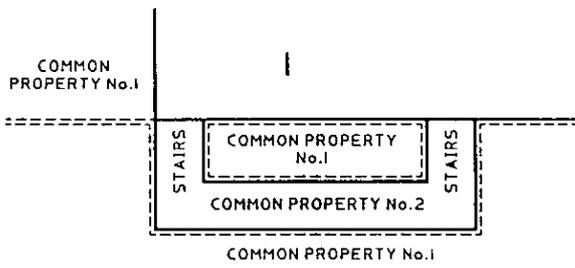
Stage No. _____	Plan Number PS411688Q
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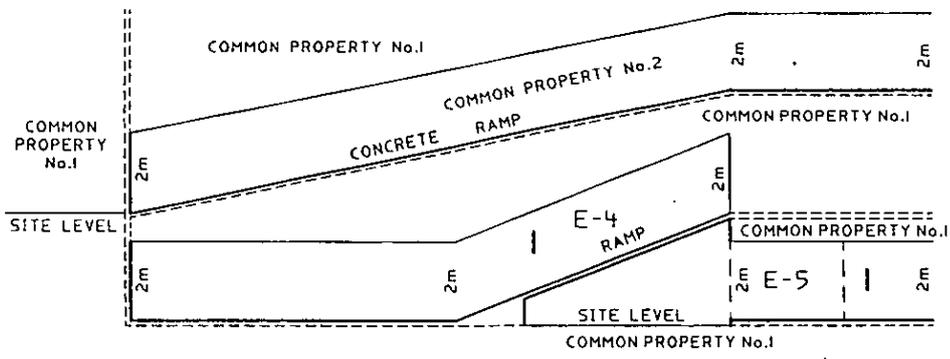
TYPICAL CROSS SECTION B-B'
NOT TO SCALE

X769586S

260901 1211 173



CROSS SECTION C-C'
NOT TO SCALE



CROSS SECTION D-D'
NOT TO SCALE

DX769586S-27-1

CARPARK LEVEL 3
SEE DIAGRAM 5
SHEET 6

CARPARK LEVEL 2
SEE DIAGRAM 4
SHEET 5

CARPARK LEVEL 1
SEE DIAGRAM 3
SHEET 4

GROUND STOREY
SEE DIAGRAM 2
SHEET 3

BASEMENT
SEE DIAGRAM 1
SHEET 2

BASEMENT
SEE DIAGRAM 1
SHEET 2

FIRE ESCAPE TUNNEL
SEE DIAGRAM 1 AND 15,
SHEET 2

CARPARK LEVEL 1
SEE DIAGRAM 3
SHEET 4

GROUND STOREY
SEE DIAGRAM 2
SHEET 3

BASEMENT
SEE DIAGRAM 1
SHEET 2

SHEET 16 OF 23 SHEETS

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Telephone (03) 9419 8422 Fax (03) 9415 1370

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	SIGNATURE _____	DATE <u> / / </u>
	REF 7322	VERSION D

DATE / /

COUNCIL DELEGATE SIGNATURE _____



DX769586S-29-8

BODY CORPORATE SCHEDULE	Stage No. 	Plan Number PS411688Q
------------------------------------	---------------	---------------------------------

Body Corporate No.1 Plan No. PS411688Q

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	950	950	83	20	20	153	20	20
2	450	450	84	20	20	154	20	20
3	450	450	85	20	20	155	20	20
4	450	450	86	20	20	401	190	190
17	20	20	87	20	20	402	190	190
18	20	20	88	20	20	403	193	193
19	20	20	89	20	20	404	230	230
20	20	20	90	20	20	405	163	163
21	20	20	91	20	20	406	150	150
22	20	20	92	20	20	407	150	150
23	20	20	93	20	20	408	150	150
24	20	20	94	20	20	409	150	150
26	20	20	95	20	20	410	163	163
27	20	20	96	20	20	411	170	170
28	20	20	97	20	20	412	140	140
29	20	20	98	20	20	413	225	225
30	20	20	99	20	20	414	173	173
31	20	20	100	20	20	415	160	160
32	20	20	101	20	20	416	160	160
33	20	20	102	20	20	417	240	240
34	20	20	103	20	20	501	563	563
35	20	20	104	20	20	502	285	285
36	20	20	105	20	20	503	273	273
37	20	20	106	20	20	504	180	180
38	20	20	107	20	20	505	180	180
39	20	20	108	20	20	506	185	185
40	20	20	109	20	20	507	185	185
41	20	20	110	20	20	508	280	280
42	20	20	111	20	20	509	300	300
43	20	20	112	20	20	510	295	295
44	20	20	113	20	20	511	275	275
45	20	20	114	20	20	512	185	185
46	20	20	115	20	20	513	185	185
47	20	20	116	20	20	515	2	2
48	20	20	117	20	20	516	2	2
49	20	20	118	20	20	517	2	2
50	20	20	119	20	20	518	2	2
51	20	20	120	20	20	519	2	2
52	20	20	121	20	20	701	270	270
53	20	20	122	20	20	702	268	268
54	20	20	123	20	20	703	260	260
55	20	20	124	20	20	704	165	165
56	20	20	125	20	20	705	165	165
57	20	20	126	20	20	706	170	170
58	20	20	127	20	20	707	170	170
59	20	20	128	20	20	708	273	273
60	20	20	129	20	20	709	275	275
61	20	20	130	20	20	710	268	268
62	20	20	131	20	20	711	268	268
63	20	20	132	20	20	712	170	170
64	20	20	133	20	20	713	170	170
65	20	20	134	20	20	714	260	260
66	20	20	135	20	20	715	2	2
67	20	20	136	20	20	716	2	2
68	20	20	137	20	20	717	2	2
69	20	20	138	20	20	718	2	2
70	20	20	139	20	20	719	2	2
71	20	20	140	20	20	901	277	277
72	20	20	141	20	20	902	275	275
74	20	20	142	20	20	903	265	265
75	20	20	143	20	20	904	170	170
76	20	20	144	20	20	905	170	170
77	20	20	145	20	20	906	175	175
78	20	20	146	20	20	907	175	175
79	20	20	149	20	20	908	280	280
80	20	20	150	20	20	909	280	280
81	20	20	151	20	20	910	283	283
82	20	20	152	20	20	911	273	273

CONTINUED ON SHEET 19

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BODY CORPORATE SCHEDULE	Stage No. /	Plan Number PS411688Q
------------------------------------	----------------	---------------------------------

Body Corporate No.1 *Plan No. PS411688Q*

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
912	175	175	1704	190	190	2315	2	2
913	175	175	1705	190	190	2316	2	2
914	265	265	1706	195	195	2317	2	2
915	2	2	1707	195	195	2318	2	2
916	2	2	1708	308	308	2319	2	2
917	2	2	1709	308	308	2501	325	325
918	2	2	1710	310	310	2502	323	323
919	2	2	1711	295	295	2503	310	310
1101	285	285	1712	195	195	2504	210	210
1102	283	283	1713	195	195	2505	210	210
1103	273	273	1714	288	288	2506	215	215
1104	175	175	1715	2	2	2507	215	215
1105	175	175	1716	2	2	2508	328	328
1106	180	180	1717	2	2	2509	328	328
1107	180	180	1718	2	2	2510	330	330
1108	288	288	1719	2	2	2511	315	315
1109	288	288	1901	308	308	2512	215	215
1110	290	290	1902	306	306	2513	215	215
1111	280	280	1903	293	293	2514	310	310
1112	180	180	1904	195	195	2515	2	2
1113	180	180	1905	195	195	2516	2	2
1114	273	273	1906	200	200	2517	2	2
1115	2	2	1907	200	200	2518	2	2
1116	2	2	1908	313	313	2519	2	2
1117	2	2	1909	313	313	2701	330	330
1118	2	2	1910	315	315	2702	328	328
1119	2	2	1911	300	300	2703	315	315
1301	290	290	1912	300	300	2704	215	215
1302	288	288	1913	200	200	2705	215	215
1303	278	278	1914	293	293	2706	220	220
1304	180	180	1915	2	2	2707	220	220
1305	180	180	1916	2	2	2708	333	333
1306	185	185	1917	2	2	2709	333	333
1307	185	185	1918	2	2	2710	335	335
1308	295	295	1919	2	2	2711	320	320
1309	295	295	2101	313	313	2712	220	220
1310	297	297	2102	310	310	2713	220	220
1311	285	285	2103	298	298	2714	315	315
1312	185	185	2104	200	200	2715	2	2
1313	185	185	2105	200	200	2716	2	2
1314	278	278	2106	205	205	2717	2	2
1315	2	2	2107	205	205	2718	2	2
1316	2	2	2108	318	318	2719	2	2
1317	2	2	2109	318	318	2901	350	350
1318	2	2	2110	320	320	2902	350	350
1319	2	2	2111	305	305	2903	260	260
1501	298	298	2112	205	205	2904	330	330
1502	295	295	2113	205	205	2905	360	360
1503	283	283	2114	298	298	2906	2	2
1504	185	185	2115	2	2	2907	2	2
1505	185	185	2116	2	2			
1506	190	190	2117	2	2			
1507	190	190	2118	2	2			
1508	303	303	2119	2	2			
1509	303	303	2301	318	318			
1510	305	305	2302	315	315			
1511	290	290	2303	303	303			
1512	190	190	2304	205	205			
1513	190	190	2305	205	205			
1514	283	283	2306	210	210			
1515	2	2	2307	210	210			
1516	2	2	2308	323	323			
1517	2	2	2309	323	323			
1518	2	2	2310	325	325			
1519	2	2	2311	310	310			
1701	303	303	2312	210	210			
1702	301	301	2313	210	210			
1703	288	288	2314	303	303			
						TOTAL	52188	52188

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BODY CORPORATE SCHEDULE	Stage No. /	Plan Number PS411688Q
------------------------------------	--------------------	-------------------------------------

Body Corporate No.2 Plan No. PS411688Q

Land affected by Body Corporate No.2:

Lots 17 to 24, lots 26 to 72, lots 74 to 146, lots 401 to 417, lots 501 to 513, lots 515 to 519, lots 701 to 719, lots 901 to 919, lots 1101 to 1119, lots 1301 to 1319, lots 1501 to 1519, lots 1701 to 1719, lots 1901 to 1919, lots 2101 to 2119, lots 2301 to 2319, lots 2501 to 2519, lots 2701 to 2719, lots 2901 to 2907 and Common Property No 2.



Limitations on Body Corporate No.2: Limited to Common Property No.2. See Regulation 224 of the Subdivision (Body Corporate) Regulations 2001.

Postal address for service of notices

NETWORK PACIFIC REAL ESTATE PTY. LTD.
P.O. Box 3044
Doncaster East Vic. 3109

LTO use only
Update references

Rules & other notations

Additional Rules Apply.
Lots in table below are also affected by Body Corporate Property No.1.

Certificate of Title for Common Property No.2 is in the name of Body Corporate No.1

Lot Entitlement and Lot Liability

For Lot Entitlement and Lot Liability
see sheets 21 and 22

LICENSED SURVEYOR (PRINT) KENNETH J. ROBERTS
SIGNATURE DATE / /
REF 7322 VERSION D

SHEET 20 OF 23 SHEETS

FRANCIS O'HALLORAN & CO.
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32 Peel Street Collingwood Victoria 3066
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BODY CORPORATE SCHEDULE	Stage No. 	Plan Number PS411688Q
------------------------------------	---------------	---------------------------------

Body Corporate No.2 *Plan No. PS411688Q*

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
17	20	20	87	20	20	409	150	150
18	20	20	88	20	20	410	163	163
19	20	20	89	20	20	411	170	170
20	20	20	90	20	20	412	140	140
21	20	20	91	20	20	413	225	225
22	20	20	92	20	20	414	173	173
23	20	20	93	20	20	415	160	160
24	20	20	94	20	20	416	160	160
26	20	20	95	20	20	417	240	240
27	20	20	96	20	20	501	563	563
28	20	20	97	20	20	502	285	285
29	20	20	98	20	20	503	273	273
30	20	20	99	20	20	504	180	180
31	20	20	100	20	20	505	180	180
32	20	20	101	20	20	506	185	185
33	20	20	102	20	20	507	185	185
34	20	20	103	20	20	508	280	280
35	20	20	104	20	20	509	300	300
36	20	20	105	20	20	510	295	295
37	20	20	106	20	20	511	275	275
38	20	20	107	20	20	512	185	185
39	20	20	108	20	20	513	185	185
40	20	20	109	20	20	515	2	2
41	20	20	110	20	20	516	2	2
42	20	20	111	20	20	517	2	2
43	20	20	112	20	20	518	2	2
44	20	20	113	20	20	519	2	2
45	20	20	114	20	20	701	270	270
46	20	20	115	20	20	702	268	268
47	20	20	116	20	20	703	260	260
48	20	20	117	20	20	704	165	165
49	20	20	118	20	20	705	165	165
50	20	20	119	20	20	706	170	170
51	20	20	120	20	20	707	170	170
52	20	20	121	20	20	708	273	273
53	20	20	122	20	20	709	275	275
54	20	20	123	20	20	710	268	268
55	20	20	124	20	20	711	268	268
56	20	20	125	20	20	712	170	170
57	20	20	126	20	20	713	170	170
58	20	20	127	20	20	714	260	260
59	20	20	128	20	20	715	2	2
60	20	20	129	20	20	716	2	2
61	20	20	130	20	20	717	2	2
62	20	20	131	20	20	718	2	2
63	20	20	132	20	20	719	2	2
64	20	20	133	20	20	901	277	277
65	20	20	134	20	20	902	275	275
66	20	20	135	20	20	903	265	265
67	20	20	136	20	20	904	170	170
68	20	20	137	20	20	905	170	170
69	20	20	138	20	20	906	175	175
70	20	20	139	20	20	907	175	175
71	20	20	140	20	20	908	280	280
72	20	20	141	20	20	909	280	280
74	20	20	142	20	20	910	283	283
75	20	20	143	20	20	911	273	273
76	20	20	144	20	20	912	175	175
77	20	20	145	20	20	913	175	175
78	20	20	146	20	20	914	265	265
79	20	20	401	190	190	915	2	2
80	20	20	402	190	190	916	2	2
81	20	20	403	193	193	917	2	2
82	20	20	404	230	230	918	2	2
83	20	20	405	163	163	919	2	2
84	20	20	406	150	150	101	285	285
85	20	20	407	150	150	102	283	283
86	20	20	408	150	150	103	273	273

CONTINUED ON SHEET 22

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FRANCIS O'HALLORAN & CO. <i>Consulting Surveyors and Property Planners</i> 32 Peel Street Collingwood Victoria 3066 Telephone (03) 9419 8422 Fax (03) 9415 1370	X769586S 260901 1211 173 Original:

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS411688Q

The land in PS411688Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1 - 4, 17 - 24, 26 - 72, 74 - 146, 149 - 155, 401 - 417, 501 - 513, 515 - 519, 701 - 719, 901 - 919, 1101 - 1119, 1301 - 1319, 1501 - 1519, 1701 - 1719, 1901 - 1919, 2101 - 2119, 2301 - 2319, 2501 - 2519, 2701 - 2719, 2901 - 2907.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 17 501 SWANSTON STREET MELBOURNE VIC 3000

AX454976V 16/11/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

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

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 1	950	950
Lot 2	450	450



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3	450	450
Lot 4	450	450
Lot 17	20	20
Lot 18	20	20
Lot 19	20	20
Lot 20	20	20
Lot 21	20	20
Lot 22	20	20
Lot 23	20	20
Lot 24	20	20
Lot 26	20	20
Lot 27	20	20
Lot 28	20	20
Lot 29	20	20
Lot 30	20	20
Lot 31	20	20
Lot 32	20	20
Lot 33	20	20
Lot 34	20	20
Lot 35	20	20
Lot 36	20	20
Lot 37	20	20
Lot 38	20	20
Lot 39	20	20
Lot 40	20	20
Lot 41	20	20
Lot 42	20	20
Lot 43	20	20
Lot 44	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 45	20	20
Lot 46	20	20
Lot 47	20	20
Lot 48	20	20
Lot 49	20	20
Lot 50	20	20
Lot 51	20	20
Lot 52	20	20
Lot 53	20	20
Lot 54	20	20
Lot 55	20	20
Lot 56	20	20
Lot 57	20	20
Lot 58	20	20
Lot 59	20	20
Lot 60	20	20
Lot 61	20	20
Lot 62	20	20
Lot 63	20	20
Lot 64	20	20
Lot 65	20	20
Lot 66	20	20
Lot 67	20	20
Lot 68	20	20
Lot 69	20	20
Lot 70	20	20
Lot 71	20	20
Lot 72	20	20
Lot 74	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 75	20	20
Lot 76	20	20
Lot 77	20	20
Lot 78	20	20
Lot 79	20	20
Lot 80	20	20
Lot 81	20	20
Lot 82	20	20
Lot 83	20	20
Lot 84	20	20
Lot 85	20	20
Lot 86	20	20
Lot 87	20	20
Lot 88	20	20
Lot 89	20	20
Lot 90	20	20
Lot 91	20	20
Lot 92	20	20
Lot 93	20	20
Lot 94	20	20
Lot 95	20	20
Lot 96	20	20
Lot 97	20	20
Lot 98	20	20
Lot 99	20	20
Lot 100	20	20
Lot 101	20	20
Lot 102	20	20
Lot 103	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104	20	20
Lot 105	20	20
Lot 106	20	20
Lot 107	20	20
Lot 108	20	20
Lot 109	20	20
Lot 110	20	20
Lot 111	20	20
Lot 112	20	20
Lot 113	20	20
Lot 114	20	20
Lot 115	20	20
Lot 116	20	20
Lot 117	20	20
Lot 118	20	20
Lot 119	20	20
Lot 120	20	20
Lot 121	20	20
Lot 122	20	20
Lot 123	20	20
Lot 124	20	20
Lot 125	20	20
Lot 126	20	20
Lot 127	20	20
Lot 128	20	20
Lot 129	20	20
Lot 130	20	20
Lot 131	20	20
Lot 132	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 133	20	20
Lot 134	20	20
Lot 135	20	20
Lot 136	20	20
Lot 137	20	20
Lot 138	20	20
Lot 139	20	20
Lot 140	20	20
Lot 141	20	20
Lot 142	20	20
Lot 143	20	20
Lot 144	20	20
Lot 145	20	20
Lot 146	20	20
Lot 149	20	20
Lot 150	20	20
Lot 151	20	20
Lot 152	20	20
Lot 153	20	20
Lot 154	20	20
Lot 155	20	20
Lot 401	190	190
Lot 402	190	190
Lot 403	193	193
Lot 404	230	230
Lot 405	163	163
Lot 406	150	150
Lot 407	150	150
Lot 408	150	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 409	150	150
Lot 410	163	163
Lot 411	170	170
Lot 412	140	140
Lot 413	225	225
Lot 414	173	173
Lot 415	160	160
Lot 416	160	160
Lot 417	240	240
Lot 501	563	563
Lot 502	285	285
Lot 503	273	273
Lot 504	180	180
Lot 505	180	180
Lot 506	185	185
Lot 507	185	185
Lot 508	280	280
Lot 509	300	300
Lot 510	295	295
Lot 511	275	275
Lot 512	185	185
Lot 513	185	185
Lot 515	2	2
Lot 516	2	2
Lot 517	2	2
Lot 518	2	2
Lot 519	2	2
Lot 701	270	270
Lot 702	268	268



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 703	260	260
Lot 704	165	165
Lot 705	165	165
Lot 706	170	170
Lot 707	170	170
Lot 708	273	273
Lot 709	275	275
Lot 710	268	268
Lot 711	268	268
Lot 712	170	170
Lot 713	170	170
Lot 714	260	260
Lot 715	2	2
Lot 716	2	2
Lot 717	2	2
Lot 718	2	2
Lot 719	2	2
Lot 901	277	277
Lot 902	275	275
Lot 903	265	265
Lot 904	170	170
Lot 905	170	170
Lot 906	175	175
Lot 907	175	175
Lot 908	280	280
Lot 909	280	280
Lot 910	283	283
Lot 911	273	273
Lot 912	175	175



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 913	175	175
Lot 914	265	265
Lot 915	2	2
Lot 916	2	2
Lot 917	2	2
Lot 918	2	2
Lot 919	2	2
Lot 1101	285	285
Lot 1102	283	283
Lot 1103	273	273
Lot 1104	175	175
Lot 1105	175	175
Lot 1106	180	180
Lot 1107	180	180
Lot 1108	288	288
Lot 1109	288	288
Lot 1110	290	290
Lot 1111	280	280
Lot 1112	180	180
Lot 1113	180	180
Lot 1114	273	273
Lot 1115	2	2
Lot 1116	2	2
Lot 1117	2	2
Lot 1118	2	2
Lot 1119	2	2
Lot 1301	290	290
Lot 1302	288	288
Lot 1303	278	278



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OWNERS CORPORATION 1
PLAN NO. PS411688Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1304	180	180
Lot 1305	180	180
Lot 1306	185	185
Lot 1307	185	185
Lot 1308	295	295
Lot 1309	295	295
Lot 1310	297	297
Lot 1311	285	285
Lot 1312	185	185
Lot 1313	185	185
Lot 1314	278	278
Lot 1315	2	2
Lot 1316	2	2
Lot 1317	2	2
Lot 1318	2	2
Lot 1319	2	2
Lot 1501	298	298
Lot 1502	295	295
Lot 1503	283	283
Lot 1504	185	185
Lot 1505	185	185
Lot 1506	190	190
Lot 1507	190	190
Lot 1508	303	303
Lot 1509	303	303
Lot 1510	305	305
Lot 1511	290	290
Lot 1512	190	190
Lot 1513	190	190



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OWNERS CORPORATION 1
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1514	283	283
Lot 1515	2	2
Lot 1516	2	2
Lot 1517	2	2
Lot 1518	2	2
Lot 1519	2	2
Lot 1701	303	303
Lot 1702	301	301
Lot 1703	288	288
Lot 1704	190	190
Lot 1705	190	190
Lot 1706	195	195
Lot 1707	195	195
Lot 1708	308	308
Lot 1709	308	308
Lot 1710	310	310
Lot 1711	295	295
Lot 1712	195	195
Lot 1713	195	195
Lot 1714	288	288
Lot 1715	2	2
Lot 1716	2	2
Lot 1717	2	2
Lot 1718	2	2
Lot 1719	2	2
Lot 1901	308	308
Lot 1902	306	306
Lot 1903	293	293
Lot 1904	195	195



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Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1905	195	195
Lot 1906	200	200
Lot 1907	200	200
Lot 1908	313	313
Lot 1909	313	313
Lot 1910	315	315
Lot 1911	300	300
Lot 1912	200	200
Lot 1913	200	200
Lot 1914	293	293
Lot 1915	2	2
Lot 1916	2	2
Lot 1917	2	2
Lot 1918	2	2
Lot 1919	2	2
Lot 2101	313	313
Lot 2102	310	310
Lot 2103	298	298
Lot 2104	200	200
Lot 2105	200	200
Lot 2106	205	205
Lot 2107	205	205
Lot 2108	318	318
Lot 2109	318	318
Lot 2110	320	320
Lot 2111	305	305
Lot 2112	205	205
Lot 2113	205	205
Lot 2114	298	298



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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2115	2	2
Lot 2116	2	2
Lot 2117	2	2
Lot 2118	2	2
Lot 2119	2	2
Lot 2301	318	318
Lot 2302	315	315
Lot 2303	303	303
Lot 2304	205	205
Lot 2305	205	205
Lot 2306	210	210
Lot 2307	210	210
Lot 2308	323	323
Lot 2309	323	323
Lot 2310	325	325
Lot 2311	310	310
Lot 2312	210	210
Lot 2313	210	210
Lot 2314	303	303
Lot 2315	2	2
Lot 2316	2	2
Lot 2317	2	2
Lot 2318	2	2
Lot 2319	2	2
Lot 2501	325	325
Lot 2502	323	323
Lot 2503	310	310
Lot 2504	210	210
Lot 2505	210	210



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Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2506	215	215
Lot 2507	215	215
Lot 2508	328	328
Lot 2509	328	328
Lot 2510	330	330
Lot 2511	315	315
Lot 2512	215	215
Lot 2513	215	215
Lot 2514	310	310
Lot 2515	2	2
Lot 2516	2	2
Lot 2517	2	2
Lot 2518	2	2
Lot 2519	2	2
Lot 2701	330	330
Lot 2702	328	328
Lot 2703	315	315
Lot 2704	215	215
Lot 2705	215	215
Lot 2706	220	220
Lot 2707	220	220
Lot 2708	333	333
Lot 2709	333	333
Lot 2710	335	335
Lot 2711	320	320
Lot 2712	220	220
Lot 2713	220	220
Lot 2714	315	315
Lot 2715	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2716	2	2
Lot 2717	2	2
Lot 2718	2	2
Lot 2719	2	2
Lot 2901	350	350
Lot 2902	350	350
Lot 2903	260	260
Lot 2904	330	330
Lot 2905	360	360
Lot 2906	2	2
Lot 2907	2	2
Total	52188.00	52188.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS411688Q

The land in PS411688Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 17 - 24, 26 - 72, 74 - 146, 401 - 417, 501 - 513, 515 - 519, 701 - 719, 901 - 919, 1101 - 1119, 1301 - 1319, 1501 - 1519, 1701 - 1719, 1901 - 1919, 2101 - 2119, 2301 - 2319, 2501 - 2519, 2701 - 2719, 2901 - 2907.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

LEVEL 17 501 SWANSTON STREET MELBOURNE VIC 3000

AW802037S 08/05/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 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 2	0	0
Lot 17	20	20
Lot 18	20	20
Lot 19	20	20
Lot 20	20	20
Lot 21	20	20



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 22	20	20
Lot 23	20	20
Lot 24	20	20
Lot 26	20	20
Lot 27	20	20
Lot 28	20	20
Lot 29	20	20
Lot 30	20	20
Lot 31	20	20
Lot 32	20	20
Lot 33	20	20
Lot 34	20	20
Lot 35	20	20
Lot 36	20	20
Lot 37	20	20
Lot 38	20	20
Lot 39	20	20
Lot 40	20	20
Lot 41	20	20
Lot 42	20	20
Lot 43	20	20
Lot 44	20	20
Lot 45	20	20
Lot 46	20	20
Lot 47	20	20
Lot 48	20	20
Lot 49	20	20
Lot 50	20	20
Lot 51	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 52	20	20
Lot 53	20	20
Lot 54	20	20
Lot 55	20	20
Lot 56	20	20
Lot 57	20	20
Lot 58	20	20
Lot 59	20	20
Lot 60	20	20
Lot 61	20	20
Lot 62	20	20
Lot 63	20	20
Lot 64	20	20
Lot 65	20	20
Lot 66	20	20
Lot 67	20	20
Lot 68	20	20
Lot 69	20	20
Lot 70	20	20
Lot 71	20	20
Lot 72	20	20
Lot 74	20	20
Lot 75	20	20
Lot 76	20	20
Lot 77	20	20
Lot 78	20	20
Lot 79	20	20
Lot 80	20	20
Lot 81	20	20



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**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 82	20	20
Lot 83	20	20
Lot 84	20	20
Lot 85	20	20
Lot 86	20	20
Lot 87	20	20
Lot 88	20	20
Lot 89	20	20
Lot 90	20	20
Lot 91	20	20
Lot 92	20	20
Lot 93	20	20
Lot 94	20	20
Lot 95	20	20
Lot 96	20	20
Lot 97	20	20
Lot 98	20	20
Lot 99	20	20
Lot 100	20	20
Lot 101	20	20
Lot 102	20	20
Lot 103	20	20
Lot 104	20	20
Lot 105	20	20
Lot 106	20	20
Lot 107	20	20
Lot 108	20	20
Lot 109	20	20
Lot 110	20	20



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**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 111	20	20
Lot 112	20	20
Lot 113	20	20
Lot 114	20	20
Lot 115	20	20
Lot 116	20	20
Lot 117	20	20
Lot 118	20	20
Lot 119	20	20
Lot 120	20	20
Lot 121	20	20
Lot 122	20	20
Lot 123	20	20
Lot 124	20	20
Lot 125	20	20
Lot 126	20	20
Lot 127	20	20
Lot 128	20	20
Lot 129	20	20
Lot 130	20	20
Lot 131	20	20
Lot 132	20	20
Lot 133	20	20
Lot 134	20	20
Lot 135	20	20
Lot 136	20	20
Lot 137	20	20
Lot 138	20	20
Lot 139	20	20



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OWNERS CORPORATION 2
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 140	20	20
Lot 141	20	20
Lot 142	20	20
Lot 143	20	20
Lot 144	20	20
Lot 145	20	20
Lot 146	20	20
Lot 401	190	190
Lot 402	190	190
Lot 403	193	193
Lot 404	230	230
Lot 405	163	163
Lot 406	150	150
Lot 407	150	150
Lot 408	150	150
Lot 409	150	150
Lot 410	163	163
Lot 411	170	170
Lot 412	140	140
Lot 413	225	225
Lot 414	173	173
Lot 415	160	160
Lot 416	160	160
Lot 417	240	240
Lot 501	563	563
Lot 502	285	285
Lot 503	273	273
Lot 504	180	180
Lot 505	180	180



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OWNERS CORPORATION 2
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 506	185	185
Lot 507	185	185
Lot 508	280	280
Lot 509	300	300
Lot 510	295	295
Lot 511	275	275
Lot 512	185	185
Lot 513	185	185
Lot 515	2	2
Lot 516	2	2
Lot 517	2	2
Lot 518	2	2
Lot 519	2	2
Lot 701	270	270
Lot 702	268	268
Lot 703	260	260
Lot 704	165	165
Lot 705	165	165
Lot 706	170	170
Lot 707	170	170
Lot 708	273	273
Lot 709	275	275
Lot 710	268	268
Lot 711	268	268
Lot 712	170	170
Lot 713	170	170
Lot 714	260	260
Lot 715	2	2
Lot 716	2	2



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**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 717	2	2
Lot 718	2	2
Lot 719	2	2
Lot 901	277	277
Lot 902	275	275
Lot 903	265	265
Lot 904	170	170
Lot 905	170	170
Lot 906	175	175
Lot 907	175	175
Lot 908	280	280
Lot 909	280	280
Lot 910	283	283
Lot 911	273	273
Lot 912	175	175
Lot 913	175	175
Lot 914	265	265
Lot 915	2	2
Lot 916	2	2
Lot 917	2	2
Lot 918	2	2
Lot 919	2	2
Lot 1101	285	285
Lot 1102	283	283
Lot 1103	273	273
Lot 1104	175	175
Lot 1105	175	175
Lot 1106	180	180
Lot 1107	180	180



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/02/2025 09:54:41 AM

OWNERS CORPORATION 2
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1108	288	288
Lot 1109	288	288
Lot 1110	290	290
Lot 1111	280	280
Lot 1112	180	180
Lot 1113	180	180
Lot 1114	273	273
Lot 1115	2	2
Lot 1116	2	2
Lot 1117	2	2
Lot 1118	2	2
Lot 1119	2	2
Lot 1301	290	290
Lot 1302	288	288
Lot 1303	278	278
Lot 1304	180	180
Lot 1305	180	180
Lot 1306	185	185
Lot 1307	185	185
Lot 1308	295	295
Lot 1309	295	295
Lot 1310	297	297
Lot 1311	285	285
Lot 1312	185	185
Lot 1313	185	185
Lot 1314	278	278
Lot 1315	2	2
Lot 1316	2	2
Lot 1317	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/02/2025 09:54:41 AM

OWNERS CORPORATION 2
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1318	2	2
Lot 1319	2	2
Lot 1501	298	298
Lot 1502	295	295
Lot 1503	283	283
Lot 1504	185	185
Lot 1505	185	185
Lot 1506	190	190
Lot 1507	190	190
Lot 1508	303	303
Lot 1509	303	303
Lot 1510	305	305
Lot 1511	290	290
Lot 1512	190	190
Lot 1513	190	190
Lot 1514	283	283
Lot 1515	2	2
Lot 1516	2	2
Lot 1517	2	2
Lot 1518	2	2
Lot 1519	2	2
Lot 1701	303	303
Lot 1702	301	301
Lot 1703	288	288
Lot 1704	190	190
Lot 1705	190	190
Lot 1706	195	195
Lot 1707	195	195
Lot 1708	308	308



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/02/2025 09:54:41 AM

OWNERS CORPORATION 2
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1709	308	308
Lot 1710	310	310
Lot 1711	295	295
Lot 1712	195	195
Lot 1713	195	195
Lot 1714	288	288
Lot 1715	2	2
Lot 1716	2	2
Lot 1717	2	2
Lot 1718	2	2
Lot 1719	2	2
Lot 1901	308	308
Lot 1902	306	306
Lot 1903	293	293
Lot 1904	195	195
Lot 1905	195	195
Lot 1906	200	200
Lot 1907	200	200
Lot 1908	313	313
Lot 1909	313	313
Lot 1910	315	315
Lot 1911	300	300
Lot 1912	200	200
Lot 1913	200	200
Lot 1914	293	293
Lot 1915	2	2
Lot 1916	2	2
Lot 1917	2	2
Lot 1918	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/02/2025 09:54:41 AM

**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1919	2	2
Lot 2101	313	313
Lot 2102	310	310
Lot 2103	298	298
Lot 2104	200	200
Lot 2105	200	200
Lot 2106	205	205
Lot 2107	205	205
Lot 2108	318	318
Lot 2109	318	318
Lot 2110	320	320
Lot 2111	305	305
Lot 2112	205	205
Lot 2113	205	205
Lot 2114	298	298
Lot 2115	2	2
Lot 2116	2	2
Lot 2117	2	2
Lot 2118	2	2
Lot 2119	2	2
Lot 2301	318	318
Lot 2302	315	315
Lot 2303	303	303
Lot 2304	205	205
Lot 2305	205	205
Lot 2306	210	210
Lot 2307	210	210
Lot 2308	323	323
Lot 2309	323	323



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/02/2025 09:54:41 AM

OWNERS CORPORATION 2
PLAN NO. PS411688Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2310	325	325
Lot 2311	310	310
Lot 2312	210	210
Lot 2313	210	210
Lot 2314	303	303
Lot 2315	2	2
Lot 2316	2	2
Lot 2317	2	2
Lot 2318	2	2
Lot 2319	2	2
Lot 2501	325	325
Lot 2502	323	323
Lot 2503	310	310
Lot 2504	210	210
Lot 2505	210	210
Lot 2506	215	215
Lot 2507	215	215
Lot 2508	328	328
Lot 2509	328	328
Lot 2510	330	330
Lot 2511	315	315
Lot 2512	215	215
Lot 2513	215	215
Lot 2514	310	310
Lot 2515	2	2
Lot 2516	2	2
Lot 2517	2	2
Lot 2518	2	2
Lot 2519	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/02/2025 09:54:41 AM

**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2701	330	330
Lot 2702	328	328
Lot 2703	315	315
Lot 2704	215	215
Lot 2705	215	215
Lot 2706	220	220
Lot 2707	220	220
Lot 2708	333	333
Lot 2709	333	333
Lot 2710	335	335
Lot 2711	320	320
Lot 2712	220	220
Lot 2713	220	220
Lot 2714	315	315
Lot 2715	2	2
Lot 2716	2	2
Lot 2717	2	2
Lot 2718	2	2
Lot 2719	2	2
Lot 2901	350	350
Lot 2902	350	350
Lot 2903	260	260
Lot 2904	330	330
Lot 2905	360	360
Lot 2906	2	2
Lot 2907	2	2
Total	49748.00	49748.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/02/2025 09:54:41 AM

**OWNERS CORPORATION 2
PLAN NO. PS411688Q**

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

PROPERTY DETAILS

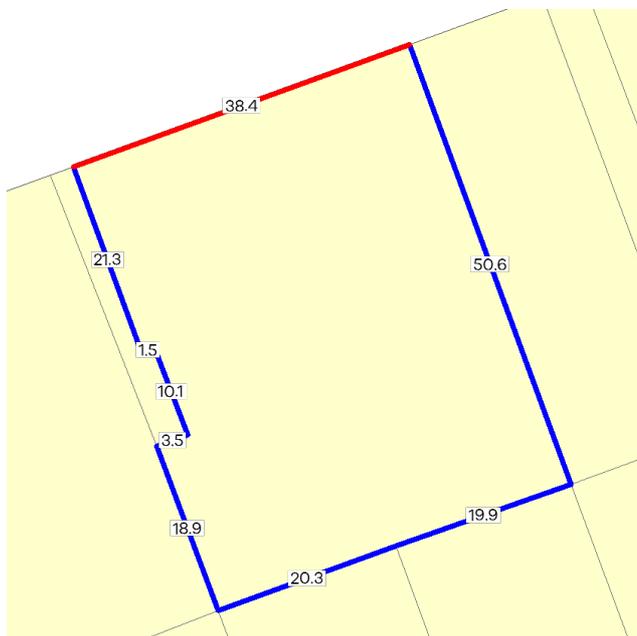
Address: **1101/87 FRANKLIN STREET MELBOURNE 3000**
Lot and Plan Number: **Lot 1101 PS411688**
Standard Parcel Identifier (SPI): **1101\PS411688**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **571601**
Directory Reference: **Melway 2B D12**

www.melbourne.vic.gov.au

Note: There are 391 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1957 sq. m

Perimeter: 185 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: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **CITIPOWER**

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

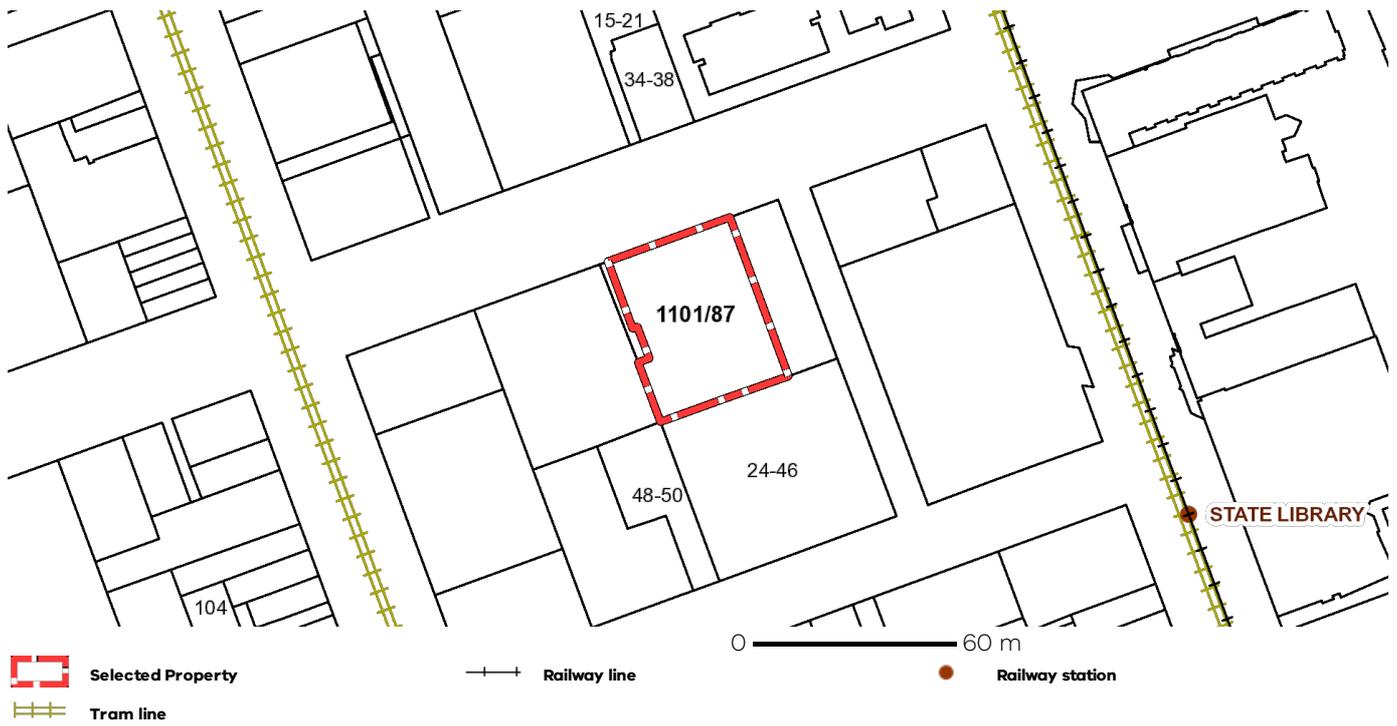
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 21 February 2025 09:51 AM

PROPERTY DETAILS

Address: **1101/87 FRANKLIN STREET MELBOURNE 3000**
 Lot and Plan Number: **Lot 1101 PS411688**
 Standard Parcel Identifier (SPI): **1101\PS411688**
 Local Government Area (Council): **MELBOURNE**
 Council Property Number: **571601**
 Planning Scheme: **Melbourne**
 Directory Reference: **Melway 2B D12**

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

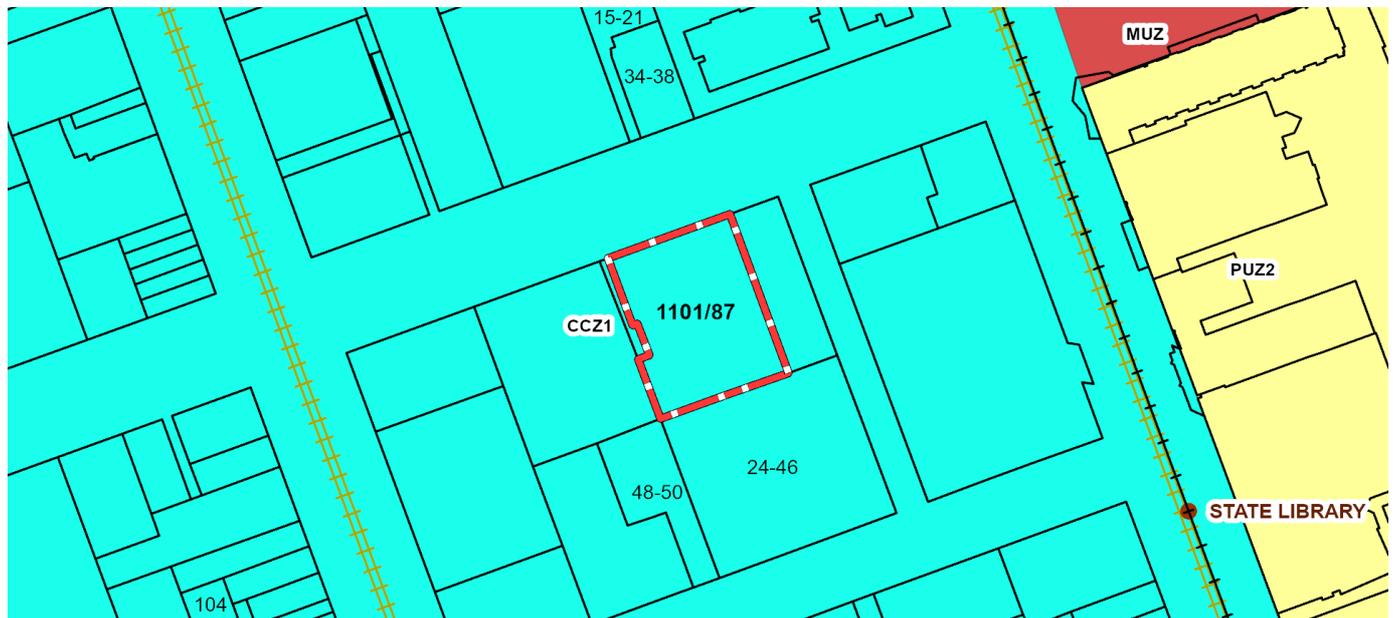
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

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

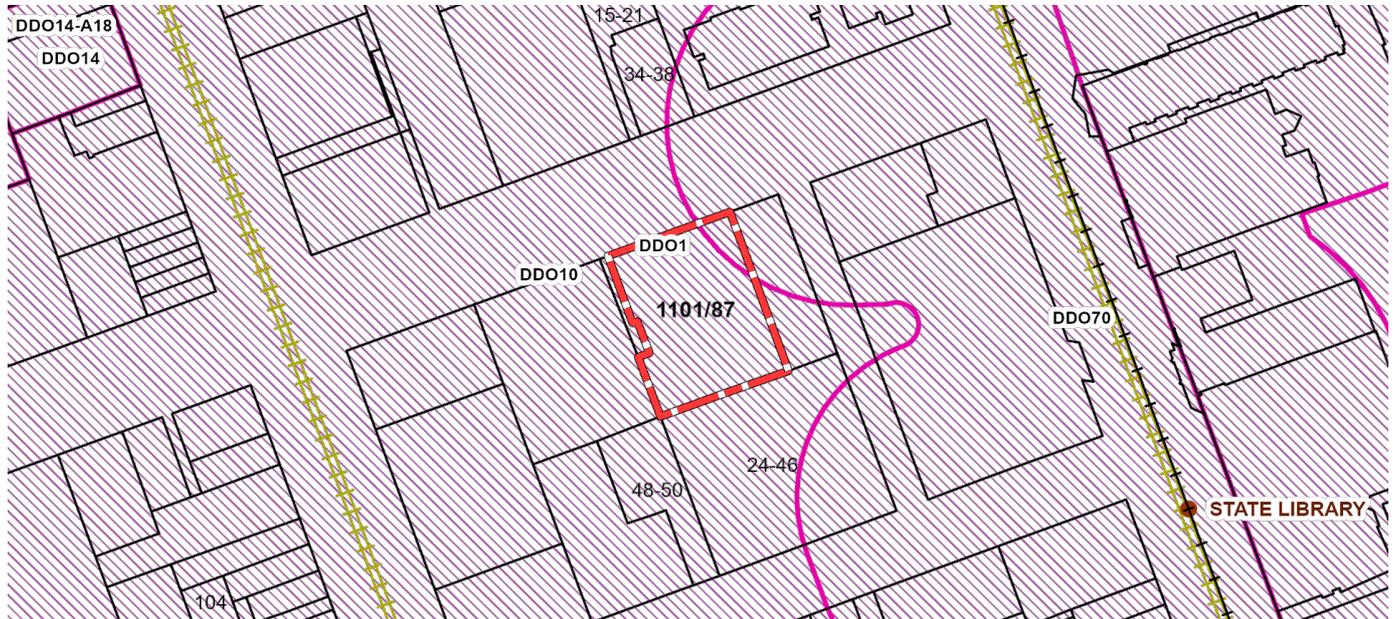
Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 \(DDO10\)](#)

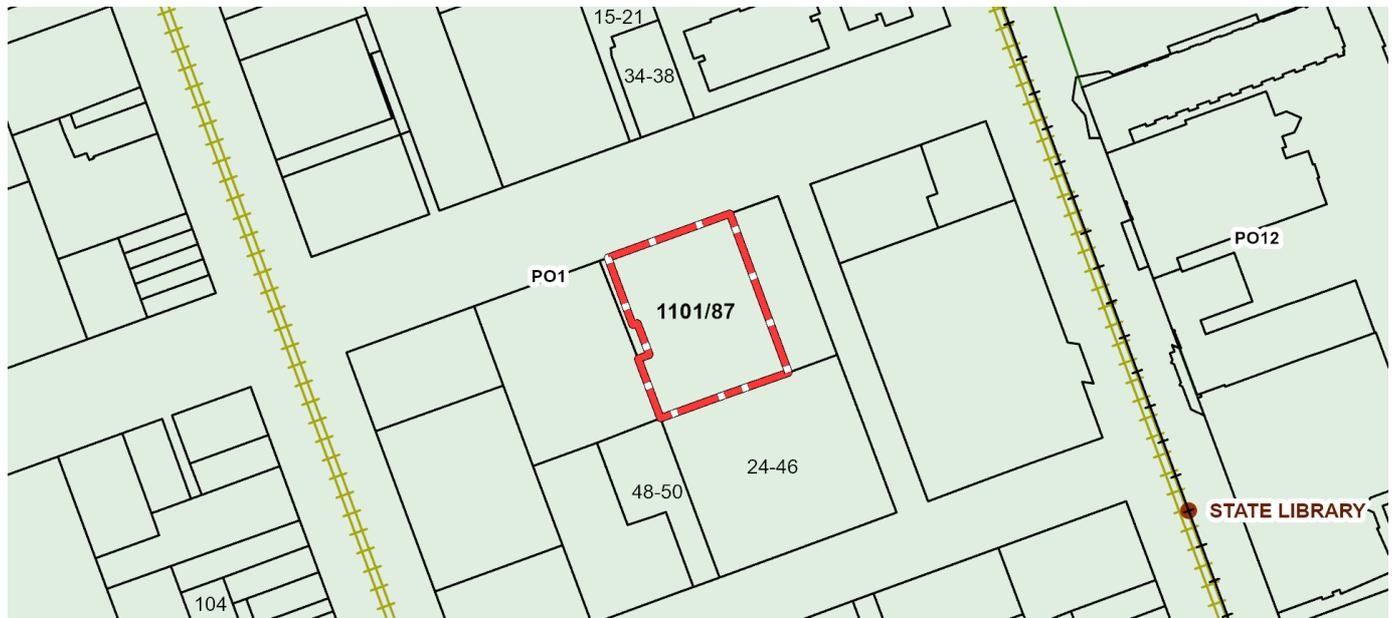
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70 \(DDO70\)](#)



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 \(PO1\)](#)



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

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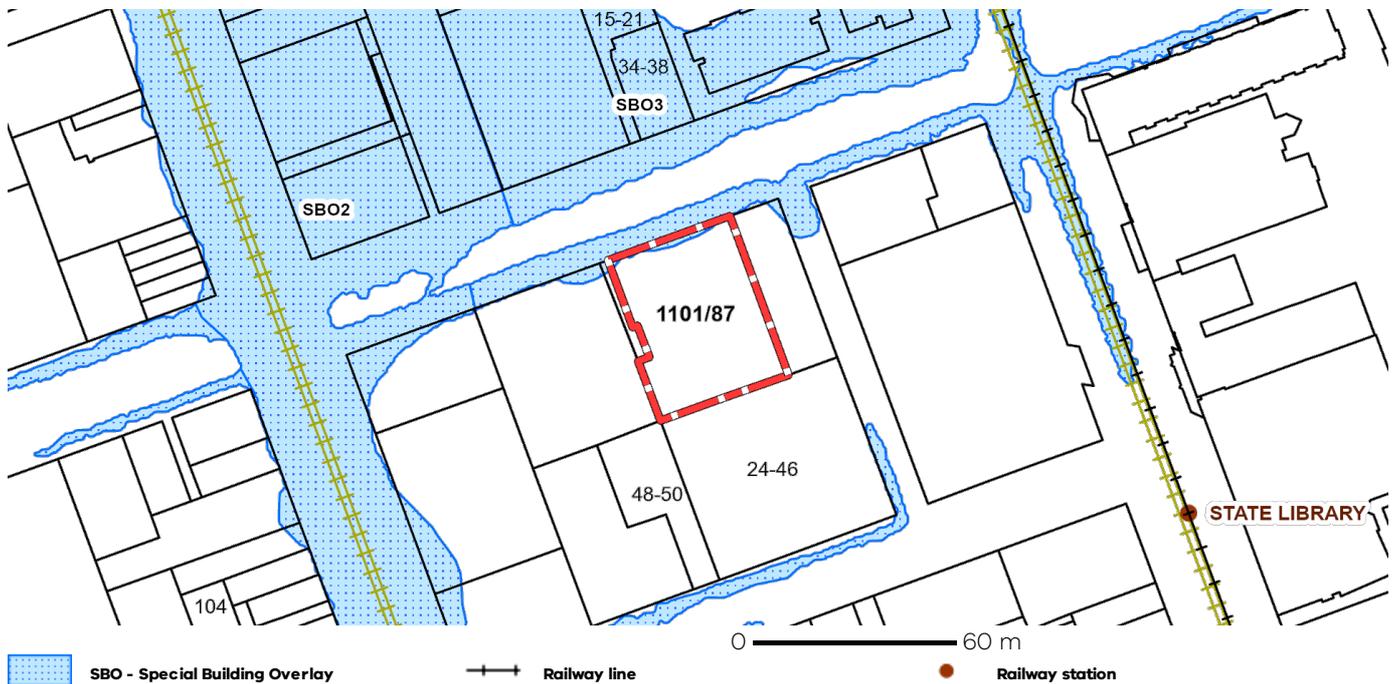
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Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY - SCHEDULE 3 (SBO3)



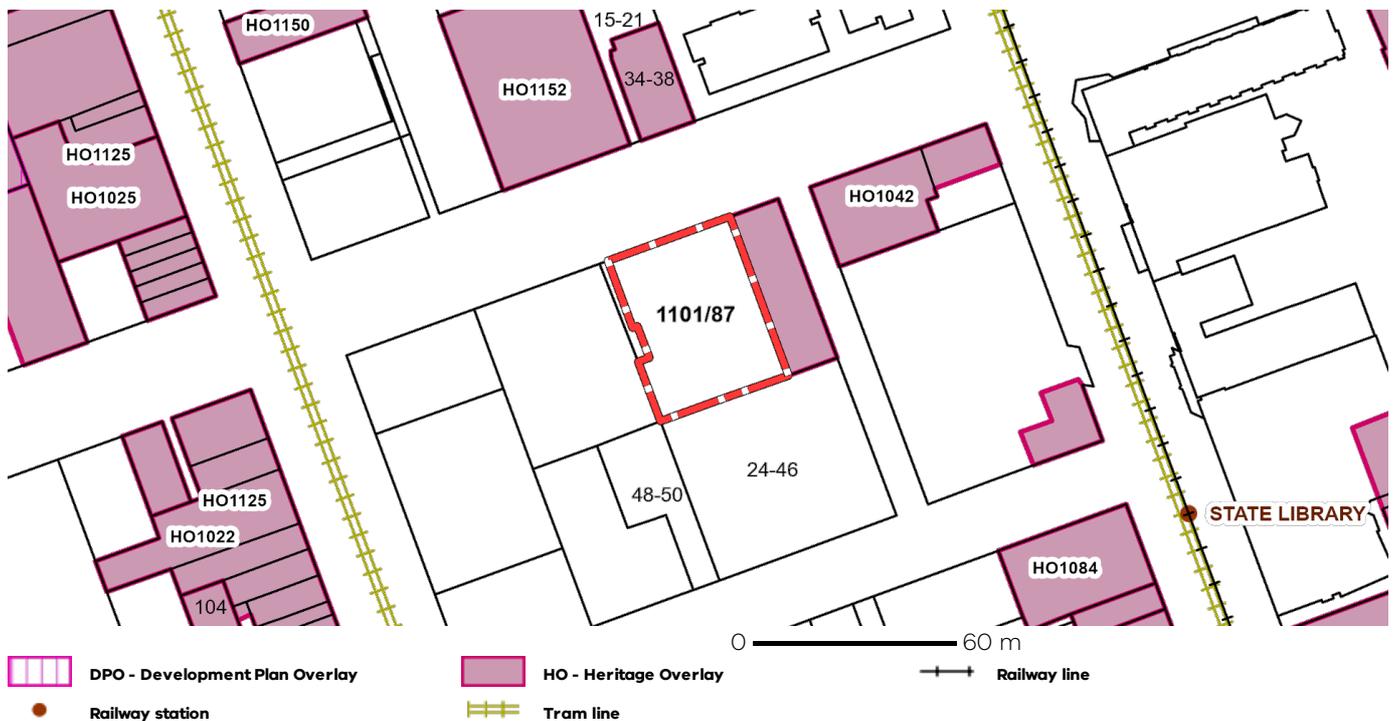
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

HERITAGE OVERLAY (HO)



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

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Further Planning Information

Planning scheme data last updated on 20 February 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

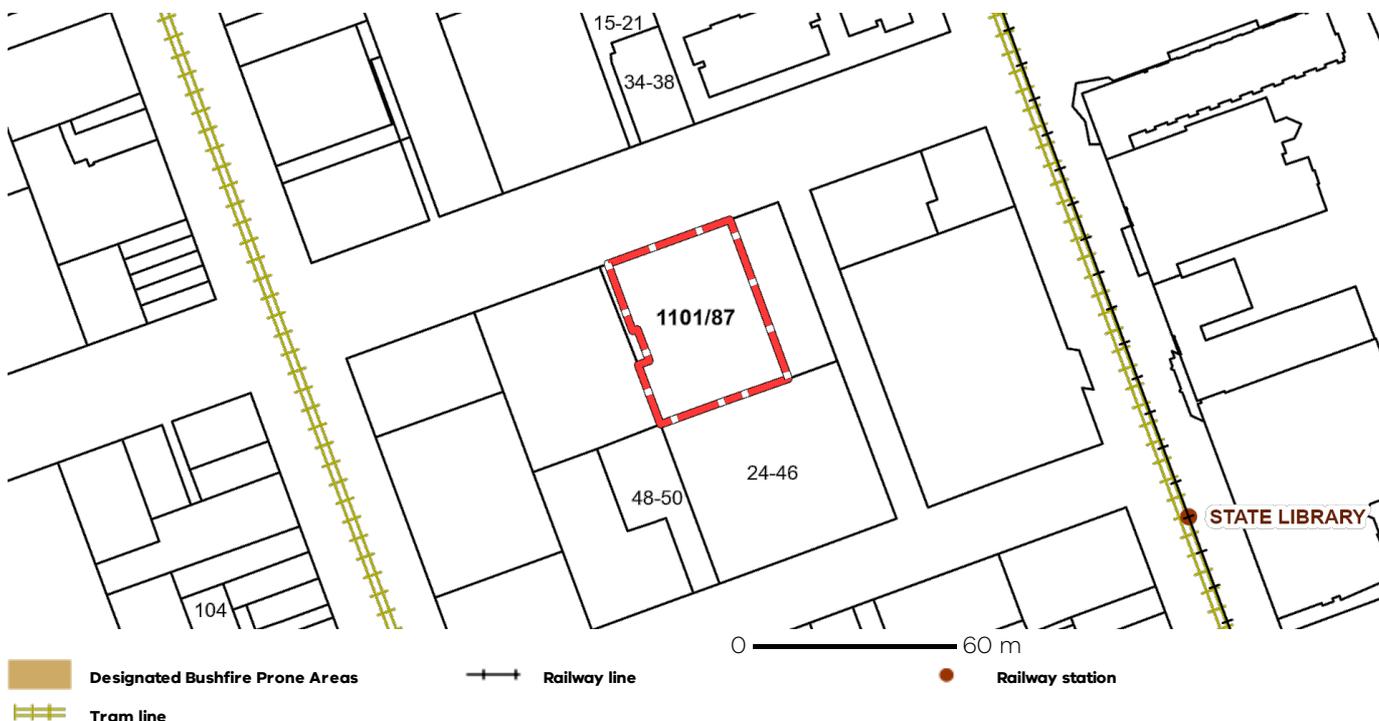
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/>, or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) 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



Rate Instalment Notice

Instalment 3 2024 - 2025



Y Z Goh
C/- Xynergy Realty Group
25 Malcolm St
SOUTH YARRA VIC 3141

Tax invoice

No GST has been charged.

Assessment no. 51307 7

Date of issue 30 Jan 2025

QUESTIONS?

Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

DUE DATE

28 Feb 2025

AMOUNT DUE

\$372.81

Property Unit 1101, Level 11, 87 Franklin Street, MELBOURNE VIC 3000

Current Instalment

\$372.81

**Interest will be charged at 10% on late payments,
backdated to the due date of the instalment.**

Payments included to 22 Jan 2025.

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.

Visit melbourne.vic.gov.au/rates and have your rates notice with you.

Payment methods

Assessment no. 51307 7

Property Unit 1101, Level 11, 87 Franklin Street, MELBOURNE VIC 3000



Billers code: **79616**
Ref: 10513077

BPAY® this payment via Internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 10513077
Credit cards not accepted.



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 **28 Feb 2025**
Amount Due **\$372.81**



Telephone 1300 130 453
Internet melbourne.vic.gov.au/rates



By mail
City of Melbourne
GPO Box 2158 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.



*3397 0891 0010513077 87

+10051307700000>

+000891+

<0000000000>

<0000037281>

+444+

*Interest penalties for late payment

Penalty interest will be calculated at 10% from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

All payments will be allocated as follows:

1. Legal Costs Owing (if any)
2. Arrears Interest Owing (if any)
3. Arrears Owing (if any)
4. Current Owing

If you are having difficulties in making payments, prior to the due dates, please contact the Customer Service Hotline on 03 9658 9658 for assistance.

Payment difficulties

If you are having difficulties in making payments prior to the due dates, you may apply to Council for a payment plan. Please contact the Customer Service Hotline on 03 9658 9658 for assistance or visit our website for further details: melbourne.vic.gov.au/financialhardship

Pensioner concessions

If you are a pensioner and have a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rate rebate on your principal place of residence.

For more information on pensioner concessions visit

www.melbourne.vic.gov.au/rates

or phone 03 9658 9658.

Other penalties for failing to pay

Apart from requiring interest to be paid, Council may sue in the Magistrates' Court to recover any outstanding rates or charges.

Council also has the power to sell a property in respect of which there are arrears of rates or charges under Section 181 of the Local Government Act 1989.

Privacy Statement

The City of Melbourne collects your personal property information for the purposes of issuing and collecting municipal rates as well as compiling the electoral roll for Council elections. Your information may also be disclosed to other government agencies (regarding works that may affect you or your property) or debt collection agencies (where rates remain unpaid). Read our Privacy Policy at melbourne.vic.gov.au

You can change your property information by calling us at 03 9658 9658.

ANY QUESTIONS?



Find out how your rates are calculated, what they go towards, as well as payment information and how to change your address at melbourne.vic.gov.au/rates

Phone: 03 9658 9658

Mail: GPO Box 2158 Melbourne
VIC 3001

Email: rates@melbourne.vic.gov.au



Interpreter Services

Speak a language other than English? We can help.

Call 03 9280 0726. Deaf, speech or hearing impaired? Contact National Relay Service: Teletypewriter (TTY) 133 677 ask for 03 9658 9658
Speak & Listen 1300 555 727

DIRECT DEBIT



Direct debit – set and forget

Avoid late fees by ensuring your payments occur automatically. Sign up at melbourne.vic.gov.au/rates

Direct debits will occur automatically each year unless you opt out by informing City of Melbourne in writing. Further information at melbourne.vic.gov.au/rates

SAVE PAPER



Save paper and get your rates notice by email. Visit melbourne.vic.gov.au/rates and have your rates notice with you.



Greater Western Water

ABN: 70 066 902 467

36 Macedon Street
Sunbury VIC 3429 Australia

Locked Bag 350 Sunshine Vic 3020

www.gww.com.au

Telephone 134 499

Facsimile (03) 9102 7490

Y Z GOH
XYNERGY REALTY
25 MALCOLM STREET
SOUTH YARRA VIC 3141

10 December 2024

Hello Y Z GOH,

Water bill update – we're here to help

We're writing to provide an update about billing and remind you of our support options, as we return to our quarterly billing schedule. We're committed to making this process as smooth as possible for you.

Billing frequency

Following delays with our billing system, your water bills will arrive closer together over the next few months. We apologise for any inconvenience or financial stress this may cause.

Understanding your bills

You might notice your next few bills arrive before your previous bill's due date. If you haven't paid the previous bill, the amount will appear on your current bill, even if it's not due yet. You can still pay the previous amount by its due date.

We understand accumulated bills can be confusing and we're here to help. Please get in touch if you ever have any questions about your bill. To find out more visit **gww.com.au/latebills**

You may have more time to pay

Even though your bills may arrive more frequently, we'll make sure you have more time to pay, to help you manage your payments. We expect our billing cycle will return to normal by mid-2025.

How we can help

We can set you up on a payment plan to make paying your bills easier and more convenient.

If you're experiencing domestic or family violence, we can provide confidential help with your bills. Visit **gww.com.au/financial-support** or call 13 44 99.

We've temporarily extended our call centre hours to 8.30am to 7pm Monday to Friday (closed public holidays).

Thank you for your patience as we work to improve our systems and service.

Kind regards,

Rohan Charrett
General Manager, Customer Experience



Y Z GOH
XYNERGY REALTY
25 MALCOLM STREET
SOUTH YARRA VIC 3141

Account number

81505 00000

Tax Invoice 815213871691

Date of issue 06 Dec 2024

Service address

Unit 1101/87 Franklin Street,
Melbourne
VIC, 3000

Amount to pay

\$180.63

Previous bill	\$180.63
Payments received	-\$180.63
Balance	\$0.00
Current charges	\$180.63
Total charges	\$180.63

Pay by

05 Apr 2025

**Having trouble
paying your bill?**

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

Please see page 2 for detailed information

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **81505000000**
Go to bpay.com.au

© Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at gww.com.au or
call **13 44 99**



Australia Post

Billpay code: **0362**
Ref: **0815 0500 0009**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via AusPost app

Centrelink

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
81505 00000



Usage and charges

Outstanding balance		\$0.00		
Your network charges ¹				
	Charge period	Amount		
Water	01/10/2024 - 31/12/2024	\$55.52		
Sewer	01/10/2024 - 31/12/2024	\$72.36		
Total network charges		\$127.88		
Other charges and adjustments				
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/10/2024 - 31/12/2024	\$11,745.00	\$30.77	\$30.77
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/10/2024 - 31/12/2024	\$11,745.00	\$21.98	\$21.98
Total other charges and adjustments		\$52.75		
Your total charges		\$180.63		

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkcharge

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

Your charges explained

- 1. Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquires and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

We're here to help

There are options available if you're having trouble paying your bill visit gww.com.au/financial-support



Thank you for your patience

As part of our ongoing commitment to deliver value to our more than 630,000 customers, we've introduced a new billing system. This upgrade is designed to simplify your billing experience and make it easier to manage your account.

We've replaced systems that were up to 25 years old, which has been a significant and complex project. We know that not everyone has experienced a smooth transition and I am sorry if you have been affected.

Our team is focused on actively resolving the issues and minimising any disruptions. Please reach out if you have any concerns – we're here to help.

As we stabilise the new system, we look forward to delivering the customer experience that you expect and deserve.

Maree



Maree Lang
Managing Director
Greater Western Water

Customers lead the way

Our customers helped determine our first set of customer outcomes as Greater Western Water. These customer outcomes will guide us on our performance for the next four years. We developed these as part of our first price submission. Our customer outcomes are:



Your water is safe, consistent and resilient.



When things go wrong, we fix them.



We support our diverse communities and customers.



We enable growth and help businesses thrive.



We heal and care for Country.

Our customer forum, made up of 22 community members, will meet each year to review our performance with us, and we'll share our progress twice a year.

In August this year we reported for the final time on the outcomes that were set in the previous price decisions for City West Water and Western Water. We will report on our new customer outcomes for the first time in February 2025. To learn more about our new customer outcomes, visit gww.com.au/pricesubmission



Members of the community exploring A Forest for Australia

Altona Treatment Plant opens its doors

When conceptual artist Agnes Denes designed A Forest for Australia in 1998, she was inspired by the energy and flow of the water at the Altona Treatment Plant, where the forest grows. The iconic 8 hectare land art features 3,700 native trees in five spirals, creating a striking visual dialogue between nature and industry.

We recently opened the Altona Treatment Plant and A Forest for Australia to our community, as part of Open House Melbourne. More than 160 visitors explored the forest on our guided tours.

The Altona Treatment Plant produces more than two billion litres of recycled water a year, which is used by industry, council and public green spaces. By exploring new and different water sources, like recycled water, we're helping to play our part in ensuring water security for generations to come. To learn more about the Altona Treatment Plant and how we're using recycled water visit gww.com.au/recycledwater

Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.



Greater Western Water at the NAIDOC Week march in Melbourne.

Amplifying First Nations' voices

As part of our Reconciliation Action Plan (RAP), we're committed to building respect for First Nations cultures and histories. In July, Greater Western Water (GWW) staff proudly joined the NAIDOC Community March in Melbourne.

Joining the march is just one of the ways that we are collectively creating a future where the stories, traditions, and achievements of Aboriginal and Torres Strait Islander communities are cherished and celebrated.

It's also about the actions we take every day. At GWW, our people are encouraged to attend our Wan-Yaari Acknowledgement of Country workshops or Yan Gadbaha Cultural Safety Training sessions, which help us provide a culturally safe environment for our people, customers and partners who identify as First Nations peoples.

Healing is a shared journey. By listening learning and taking action, we can embrace the wisdom and strength of First Nations peoples.

Learn more about our work with First Nations peoples at gww.com.au/firstnations

Preparing for bushfire season

In preparation for bushfire season, we make sure our network and water supply are ready. Even though we're prepared, we can't guarantee water supply, water pressure or water quality during a bushfire.

There are things you can do to help:

- Be prepared with an emergency kit that has enough water in it for all family members and pets.
- Check for updates on our website and social channels.
- Keep fire hydrant access clear.

To learn more about how you can be prepared for bushfire season visit gww.com.au/bushfires



Our customer charters have been updated

Our customer charters have been updated following our recent price submission. The charters outline your rights as our customer, what supports are available to you and what you can expect when you deal with us. You can find our updated customer charters on our website gww.com.au/policies



We have financial support options for you

We have options available if you're having trouble paying your bill. Our support options are available to you when you need them, whether you're experiencing long term financial difficulty or having a tough month. Financial difficulty varies depending on individual circumstances and we have a range of options to support you, including:

- payment extensions
- payment plans
- concessions for valid cardholders.

To find out more, visit gww.com.au/financial-support or call **13 44 99**.



Snap, Send and help us Solve the problem

If you're out and about over summer and you notice a fault there are a few ways you can let us know. If it's an emergency, like gushing water, no water supply or every fixture in your house is blocked, call **13 44 99**, 24 hours a day, seven days a week.

You can report a fault on your mobile using the Snap Send Solve app. Download the app and sign up, snap a photo of the issue and send it in. Visit gww.com.au/report-fault to learn more.



Contact us

Call **13 44 99**

Visit gww.com.au

 @greaterwesternwater

 @greaterwesternwater

 @GWWVic

 @greaterwesternwater

Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation Owners Corporation 2 Plan No. 411688Q
Address 83-93 Franklin St, MELBOURNE
This Certificate is issued for Lot Lot 1101 on Plan of Subdivision No. 411688Q
Applicant for the Certificate Link West Conveyancing
Date that the application was received 03/03/2025

Important:

The information in this Certificate is issued on 03/03/2025.

You can inspect the Owners Corporations register for additional information and you should obtain a new Certificate for current information prior to settlement.

1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$159.67 (01/02/2025 - 30/04/2025) - Payment received		
2.	The date to which the fees for the Lot have been paid up to is:		
	30/04/2025		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due date	Amount	Details

Please Pay any Unpaid Fees using below details:



DEFT
PAYMENT SYSTEMS



Billor Code: 96503

Total Due: \$0.00

Ref: 236863684 210859

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	None to the knowledge of the Owners Corporation as at 03/03/2025.
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<p>A Building Notice was served on the 26.08.2020 by the City of Melbourne which required the Owners Corporation to show cause as to why the Owners Corporation should not be required to remove all Combustible Aluminum Composite Panels (ACP) on the building or where total removal is not proposed. A Building Order was served on the 31.08.2021 by the City of Melbourne which requires for the Owners Corporation to remove ACP. The current order requires the Owners Corporation to obtain a Building Permit by the 30th of October 2024 and for works to be completed by the 30th of April 2025. The Owners Corporation have since appointed Project Managers Alpha 14 Property Group to assist the Owners Corporation with completion of design, construction of documentation for building permit, tender, construction, conducting a tender process and providing a recommendation to the Owners Corporation on the appointment of a contractor. A special levy may be required to defray this expense. Cladding Safety Victoria assessment of the building remains current and ongoing. It is recommended that potential purchasers seek an update on this matter prior to settlement.</p> <p>Letter of demand was issued against the Owners Corporation from Meerkin & Apel dated 17 May 2023 acting on behalf of their client Marcus Trainor trading as MDT Services. MDT are claiming the total amount of \$69,393.09 for unpaid invoices relating to Caretaking services. The Owners Corporation have appointed Aitken Partners to assist with this matter.</p> <p>VCAT application was lodged against the Owners Corporation on the 31 July 2023 from HWL Ebsworth Lawyers acting on behalf of their client Solutions Three Pty Ltd (Builder). Solutions Three are claiming an outstanding amount of \$332,000 for unpaid invoices relating to the replacement of Hot Water Pipes. The Owners Corporation have appointed Aitken Partners to assist with this matter. Solutions Three Pty Ltd have lodged a VCAT application against the Owners Corporation. A compulsory conference has been scheduled for Monday 2nd September 2024.</p> <p>A Special Levy may be raised for any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting.</p>
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	The Owners Corporation has entered into agreements for the provision of various services including water, gas, electricity, telephone and maintenance contracts including but not limited to lifts, fires services, mechanical services, cleaning, waste management and Owners Corporation management.

11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 03/03/2025.
12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	A Building Notice was served on the 26.08.2020 by the City of Melbourne which required the Owners Corporation to show cause as to why the Owners Corporation should not be required to remove all Combustible Aluminum Composite Panels (ACP) on the building or where total removal is not proposed, a registered fire engineer be engaged to provide verification of compliance. A Building Order was served on the 31.08.2021 by the City of Melbourne which required the Owners Corporation to remove ACP or have a fire engineer verify compliance. A current extension of the Order requires the Owners Corporation to obtain a Building Permit by the 6th of May 2023 and for works to be completed by the 4th of August 2023. The Committee are currently in the process of appointing a Fire Engineer to assess the cladding and provide a scope of works to have this removed - A special levy may be required to defray this expense. The Owners Corporation have registered with Cladding Safety Victoria and continues to seek an update on potential inclusion within their cladding remediation program. It is recommended that potential purchasers seek an update on this matter prior to settlement.
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	There are no legal proceedings known as at 03/03/2025 to which the Owners Corporation is a party.
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.
16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> • A copy of the most recent Annual General Meeting minutes • A copy of the current Certificate of Currency • A copy of the current Balance Sheet • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>"

17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, 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 the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>
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This Owners Corporation Certificate was prepared by:

Postal address

Melcorp Strata Pty Ltd
17/501 Swanston Street
Melbourne VIC 3000
info@melcorpstrata.com.au

Signature



Print name

Gino Marinaro

(name of management company if relevant) as delegate of the Owners Corporation

Melcorp Strata Pty Ltd

The common seal of Owners Corporation number was affixed in accordance with section 20 of the *Owners Corporations Act 2006*



OWNERS CORPORATION PLAN OF SUBDIVISION – BCPS 411688Q

These additional/special rules will apply to all members of the Owners Corporation.

Any rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006 (Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Body Corporate it also means Owners Corporation or a Committee of Management of a Owners Corporation or Owners Corporation Manager that have been duly appointed and delegated by the Body Corporate and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably Withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other member or occupant of his lot or the common property would be unreasonably prejudiced or affected thereby. Such consent should be in writing.

1. Interpretation / Definitions: "Act" means Subdivision Act 1988. "Body Corporate" means Body Corporate on Plan No. PS 411688Q "Buildings means all and any buildings, structures or improvement comprised in the

Development. "Common Property means any common property described on the Plan of Subdivision. "Development" means all the land and improvements comprised in Plan of Subdivision

No. PS 411688Q and known as 87 FRANKLIN ST MELBOURNE Street, Melbourne. "Unit" or "Lots" means a Lot or Lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision. "Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a member.

"Plan of Subdivision" means Plan of Subdivision No. PS 411688Q "Proprietor" means a Member of the Body Corporate. "Regulations" means the Subdivision (Body Corporate) Regulations 1989.

2. Use:

A Member must not, and must ensure that the occupier of a Members 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) 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.

(c) Use any of the common area recreational facilities for any purpose other than specified by the body corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.

(d) Use or occupy any lot or lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision.

(e) Permit smoking in any of the common property.

(f) Their Unit or Accessory Unit is not used for any purpose which may be illegal or injurious to the reputation of the Development including a massage parlour, brothel or similar purpose or in a manner which may constitute a nuisance or hazard to any other Owner or Occupier.

(g) Do not cause interference with television or radio reception.

(h) Nothing is done to endanger or increase the cost of the Insurance of the building or public liability Insurance for the common property. The amount of any loading or increase in premium must be paid by the responsible Owner or Occupier for the period that the loading or increase applies.

(i) Keep any service e.g. air conditioner, security system, antenna which serves exclusively the members lot, in good repair and property maintained.

3. Vehicles, Driveways, and Car Parking Areas:

A member must not, and must ensure that the occupier of a Members lot does not

(a) Drive or operate any motor vehicle on any internal road surface in excess of 10kph

(b) Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate.

(c) Permit bicycling, roller blading, skateboarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the common property.

(d) Use any car parking space otherwise than for the purpose of parking any motor vehicle or motor cycle or boat or bicycle therein and therein and then in such manner as may be fair and reasonable or permit any mechanical repairs, except of an emergency nature, be performed on any vehicle so parked.

(e) Park, either for short or long term time periods, any Occupier's vehicle in any Car park space, driveway except in the space or spaces as delineated on title as belonging to each individual lot.

(f) Interfere with the operation, function or control of the electronic vehicular gates.

(g) Obstruct any easement giving access to any lots or to common property for any purpose other than the reasonable ingress to egress from Occupiers respective lot.

(h) Wash any vehicle in any area or car parking space or any common property whatsoever.

(i) Allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil , grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Body Corporate.

(j) No structures including storage cupboards are to be erected within the accessory Unit areas without the written consent of the Body Corporate. No flammable products may be stored within the Accessory Unit areas.

(k) No damaging, defacing or obstructing occurs of entrances, passages, stairways, lifts, landings, driveways or pathways or to any other park of the common property and that no park of the common property is used for any purpose other than the purpose for which that park of the common property is provided or made available.

(l) Allow children to play on stairways in car parking areas or other areas of possible danger or hazard.

(m) Not to allow heavy vehicles on the common property.

4. Noise:

(a) A Member must not and must ensure that the Occupier of a Member s lot does not create upon the Members lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property

(b) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of 11 .00 p.m. and 8.00 a.m.

(c) Washing machines, tumble dryers and dishwashers are not used between the hours of 10.00 p.m. and 8.00 a.m.

5. Animals:

(a) A Member must not allow any pet or animal to remain on any other persons Lot or the Common property.

(b) A Member must ensure that the Occupier of a Members lot must not fail to clean up after any animal debris or make good damage to any common property.

6. Signage:

A Member must not, and must ensure that the Occupier of a Members lot does not :

(a) Display any placard advertisement or sign on the common property on their lot for any reason or purpose whatsoever with the exception of a 250 x 250 Brushed Aluminium plaque identifying a business operating within the Lot

(b) Erect: a For Sale/Auction, Lease or any other board without permission from the Body Corporate as to its location and size.

(c) No board is to erect for more than 60 days without the permission of the Body Corporate, which must be removed immediately upon the satisfactory completion of the purpose for which the sign is erected.

7. Balconies, Patios, Garden Areas and Any Exterior Building Surfaces and external appearance:

A member must not, and must ensure that the Occupier of a members lot does not:

(a) Hang clothes, store bicycles or other articles on the balconies, exteriors of the units/apartments or on any other common area or property except in specific areas if any designated for that purpose by the Body Corporate.

(b) 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 Body Corporate.

(c) Install any fly wire screen, awning, security door, or any other exterior fixture of fitting without first having obtained written permission to do so from the Body Corporate and provided that said permission complies with the standards established by the Body Corporate

(d) 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 minimal disturbance to others lots.

(e) Construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony or place on any terrace patio or balcony any spas hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without having first obtained written consent of the Body Corporate and building regulations or planning laws.

(f) Construct or erect any outside wireless, television aerial, sky dish receivers satellite dish or receiver or thing of like nature without the previous consent in writing of the Body Corporate.

(g) Erect any external blinds or awning without the previous consent in writing of the Body Corporate.

(h) Hang curtains visible from outside the lot without prior written approval of the Body Corporate. A member shall not install, any window tinting without having the colour and design of same approved by the Body Corporate.

(i) The exterior of their Unit or Accessory Unit is not altered or added to (which shall be deemed to include painting and decorating and the erection of any blind or awning), and no structural alterations or structural additions or renovations are made to the interior of their Unit or Accessory Unit.

8. Common Facilities:

(a) A Member must not, and must ensure that the occupier of a Members lot does not breach any rules & regulations pertaining to each common facility and not remove any item, equipment or other such things that are and shall remain the property of the Body Corporate from any facility for any reason whatsoever.

(b) Enter any plant room, machinery or equipment area, electricity or sewerage service area on common property, without the consent of the Body Corporate.

(c) Their Units and Accessory Units and any part of the common property, which they exclusively use or occupy, are kept in good repair and are properly maintained.

(d) No materials or goods are stored on the common property or any part of the common property without the written consent of the Body Corporate.

(e) Bicycles, skateboards, in-line skates and similar conveyances are not ridden, worn or used on common property.

(f) The Owner of the relevant Unit must reimburse the Body Corporate the cost of cleaning the common areas or of rectifying any damage to the common areas caused by the Owner, the Occupier or a Visitor or Guest at the Owner's Unit or caused by the moving of goods and other large objects in or out of the Owner's Unit.

(g) Not to damage or remove any lawn, garden, tree, shrub or flower on common property or any furniture on common property or any other property owned by the Body Corporate.

9. Rubbish:

A member must not, and must ensure that the Occupier of a Members lot does not:

(a) Deposit household rubbish in any other receptacles or in any other part of the common property except inside the rubbish bins accordance with the instructions as determined by the Body Corporate.

(b) Deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Body Corporate as separate collection receptacles for items of this nature.

(c) 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 hereof shall be borne by the Member concerned.

(d) Deposit cans, bottles or cardboard in the rubbish bins or any area except in the recycling bins or area provided for such.

(e) Store explosive or dangerous goods

10. Damage & Repairs:

A Member must not, and must ensure that the Occupier of a Member's lot does not:

(a) Damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the common property provided further that if the Body Corporate expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the lots, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot at the time when the damage occurred.

(b) Fail to properly inform the Body corporate within twenty-four (24) hours of any damage to property which may be subject of a Claim against the Body Corporate building and/or public liability Insurance policy.

(c) Interfere with or attempt to redirect any maintenance works being attended to by trades person or others who have been appointed by the Body Corporate specifically for work being undertaken.

(d) Interfere with the operation, function or control of any of the common property fixtures, fittings or equipment, including but not limited to all, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment.

(e) Commit, perform or cause any manner or any act on any lot or lots or on the common property any breach of any Act of Parliament or any regulation, permits, by-law or order made by any Municipal, Statutory Government or other Authority authorised by law to make such regulation, by-law or order or issue such permits.

(f) Store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance.

(g) Use the water closets conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence's shall be borne by the Member whether the same is caused by his or her own actions or those of members of his or her household or his or her invitees.

(h) Interfere or activate any of the buildings Fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Body Corporate may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member.

11. Relocations, Deliveries, Tradesman:

A Member must not and must ensure that the Occupier of a Member's lot does not:

(a) Give less than twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any lot and the moving of same must be done in a manner and at the time directed by the representative of the Body Corporate 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 Member or Occupier of any other lot.

(b) Damage, obstruct or interfere with the lift stairways, corridors or any common property when moving any items in or out of any lot.

(c) Arrange for trades person (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours, 8.00 a.m. to 6.00 p.m. and there shall be no works done by trades people on weekends or public holidays or without the supervision and at the sole responsibility of the member so arranging.

(d) Arrange for deliveries of any kind or nature unless the Member is at or on the premises to accept and arrange for same at each Member's sole cost and liability.

(e) Any building modifications to a Lot are to be carried out in a workman like manner and in accordance with current building codes.

12. Use of Lifts:

A member must not, and must ensure that the Occupier of a Member's lot does not:

(a) Use any lifts for any other purpose other than to gain access to his or her lot as directed by the Body Corporate and not unless the use is in accordance with any operating instructions of the lift supplier or regulations made by the Body Corporate with respect to the use of lifts.

(b) Use the lifts in anyway as to interfere with any other Members or Occupiers use thereof.

(c) 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.

(d) Press the alarm or stop buttons except in an emergency situation.

(e) Press any button other than the one representing the floor or level that the lift is required to stop at.

(f) Use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Body Corporate and then only by observing the specific instructions determined by the Body Corporate.

13. Behaviour of Invitees:

A Member must not, and must ensure that the occupier of a Member's lot and all of their respective guests, visitors, and invitees of any kind and for any purpose whatsoever does not:

- (a) Behave in a manner likely to interfere with the peaceful enjoyment of the owner or Occupier of another lot or of any person lawfully using the common property.
- (b) Fail to accept liability for and compensate the Body Corporate in respect of all damage to the common property of personal property vested in it caused by any such Owner, Occupier or their invitees.
- (c) Fail to inform and require compliance of all Body Corporate Rules & Regulations on any occupier (including any occupier subject of a lease or license agreement) guests, servants, employees, agents, children, Invitees, licensees or persons coming upon the lot or the
- (d) Enter common property with the consent or approval (actual or implied) of such owner or occupier.
- (e) A member can entertain up to 2 guests only within the swimming pool area.
- (f) A member is not permitted to use the swimming pool area to conduct a function or party at any time.
- (g) A member may not use the swimming pool area after 10.00 p.m.
- (h) A member or members' guest must not use the foyer other than to gain access or exit to the building.

14. Window Cleaning

- (a) A Member must not inhibit or prevent any professional window cleaners engaged by the Body Corporate 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 windows.
- (b) A Member 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.

15. Security The security of the building is maintained by:

- (a) Not leaving any outside doors to the building open or propped open.
- (b) Not leaving the doors from the stairways into the Car Parks open or propped open.

16. Lost Security Key

If a security key, magnetic key card or similar security device affording access to the development and issued by the Body Corporate in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Unit must forfeit any security deposit paid to the Body Corporate and reimburse the Body Corporate any necessary cost of maintaining security including the cost of changing locks and providing new security devices for all Units.

17. Levies

(a) All members are to pay levies on the due date as specified.

18. The Gymnasium / Swimming Pool Room

The Body Corporate may appoint such company or person as it seems fit to maintain and regulate the use of the gymnasium / swimming pool and further may delegate to such company or person the right to make rules regarding the use of this facility.

The background of the page is a dense, dark green tropical jungle scene. On the left side, there is a vertical wooden plank wall. The foliage includes large, deeply lobed leaves (likely Monstera) and various palm fronds. The lighting is dramatic, with deep shadows and highlights on the leaves.

MINUTES *of* ANNUAL GENERAL MEETING

MELCORP Strata

Minutes of the Annual General Meeting
Owners Corporation 1,2,3 Plan No PS411688Q – Franklin Lofts
Held at: Level 2, 501 Swanston Street Melbourne
On: Thursday 27 June 2024 at 5.30pm

1 REGISTRATION OF PERSONS PRESENT AT THE MEETING

1.1 Members Present

Lot Nos	OWNER NAME	Proxy To	OC1 In Attendance	OC2 In Attendance	OC 3 In Attendance
21,713, 1118	Angela Gattellaro		✓	✓	
22, 413	Choon Jin Tank		✓	✓	
23,1313	Phillip Henry		✓	✓	
27,28, 2901	Smart Matters Pty Ltd	Samantha Sy	✓	✓	
29,1112	Mark Sakareassen	Robert Soerensen	✓	✓	
34,702	Lawrence Chin	Soon Kuang (Simon)	✓	✓	
38,1104	Theresa Abraham		✓	✓	
46, 2709	Necdet & Sukriye Tarakci		✓	✓	
47, 2517, 2710	Baclow Manor Pty Ltd	Soon Kuang (Simon)	✓	✓	
48, 2314, 2316	Vicky Kim	Carol Campbell	✓	✓	
50, 1508 1517	Grace Wong Sze Mei	Danielle Erdeli	✓	✓	
54, 2503	Joyce Lim	Danielle Erdeli	✓	✓	
63,2308, 2319	Erwin Wibowo		✓	✓	
67, 903, 915	Peter B Jans	Danielle Erdeli	✓	✓	
68,145,2715,2902	Garmani Pty Ltd	Samantha Sy	✓	✓	
69, 901, 916	Yi Ping Chiew & Matthew McNair	Siew Ping Wong	✓	✓	
72, 1110	Pascale Turvey	Theresa Abraham	✓	✓	
75,2703	Marie Chin	Carol Campbell	✓	✓	
79,1314,1502	Seow Lee & Siang Foo	Theresa Abraham	✓	✓	
82,1903	Khee Lee	Siew Ping Wong	✓	✓	
87,1514	Danielle Erdeli		✓	✓	
88, 1511	Kenneth Khee Lee & Siang Chuan Foo	Theresa Abraham	✓	✓	
90,2702	Hanshin Lee	Soon Kuang (Simon)	✓	✓	
92,1711	Robert Soerensen		✓	✓	
95, 2518, 2701	Chitra Chandran	Carol Campbell	✓	✓	
99,2109	Ko Ching Lou & Young Mei Lau	Theresa Abraham	✓	✓	
100,1707,1719	Susan Cooper	Danielle Erdeli	✓	✓	
101, 2111	Hui Ling Chiang	Carol Campbell	✓	✓	
102, 403, 719	David Qi Chen	Soon Kuang (Simon)	✓	✓	
110,511,716	Siew Ping Wong		✓	✓	

111, 1701	Jason Jinjiang Lu		✓	✓
115, 712	Daniel Christopher Healy & Samantha Claire	Danielle Erdeli	✓	✓
116,408, 912	Malcom Wun	Soon Kuang (Simon)	✓	✓
119,1705,1715	Mingzhu Lang	Danielle Erdeli	✓	✓
124,1303	Yan Liu		✓	✓
125,503,516	Liping Yuan (Angela)	Soon Kuang (Simon)	✓	✓
126, 706	Chun Stanley Lau	Siew Ping Wong	✓	✓
127,2712,2718	James Hartley		✓	✓
135, 708	Tai Fai Lo & Kae Wee Wong	Erwin Wibowo	✓	✓
142,1107	Hong Lim Lee	Soon Kuang (Simon)	✓	✓
403	Hua Li & David Qi Chen	Soon Kuang (Simon)	✓	✓
407	Bradley Caleb Sinnatamby	Siew Ping Wong	✓	✓
508	Neil Rodrigues	Soon Kuang (Simon)	✓	✓
701	Prosperity Safe Investments Pty Ltd	Theresa Abraham	✓	✓
704	Sandra Mitich	Danielle Erdeli	✓	✓
709, 1116	Christopher Sciuto		✓	✓
902,917	Qian Wang	Erwin Wibowo	✓	✓
908	Timothy & Gabrielle Hewitson		✓	✓
1102, 1119	Christina Wong Shesau Fen	Carol Campbell	✓	✓
1306	Leonard Pereire	Danielle Erdeli	✓	✓
1307	Joe & Pina Brancaleone	Siew Ping Wong	✓	✓
1502	Seow Lee & Siang Foo	Theresa Abraham	✓	✓
1503	Irving & Kristen Thien		✓	✓
1506	Ethan Hsiao		✓	✓
1507	Mai Geisner	Danielle Erdeli	✓	✓
1712	Driss Guerouani		✓	✓
1713	Xiaoling Li	Danielle Erdeli	✓	✓
1904	Kim Maree Noonan		✓	✓
1906	Mary Cecilia Harney	Erwin Wibowo	✓	✓
1912	Craig Wallace		✓	✓
2307	Minhui Nie	Soon Kuang (Simon)	✓	✓
2503	Joyce Lim	Danielle Erdeli	✓	✓
2504	Soon Kuang (Simon)		✓	✓
2706,2719	Ngoc Diem Ha Nguyen	Siew Ping Wong	✓	✓

1.2 In attendance

Gino Marinaro	Melcorp Strata Pty Ltd
Oliwia Gockowiak	Melcorp Strata Pty Ltd
Ren Tenaglia	Building Manager

2 APOLOGIES

Nil

3 QUORUM DETERMINATION

It was noted that in accordance with section 77 of the Owners Corporations Act 2006, that a quorum was not achieved for Owners Corporation 1,2,3 PS411688Q, therefore all decisions made will be interim decisions of the Owners Corporation.

NOTICE OF INTERIM RESOLUTIONS

Interim decisions will become decisions of the Owners Corporation, if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29 days of the interim decision (**being Friday 26 July 2024**).

WHAT MUST YOU DO?

If you disagree with the result of any of the resolutions passed at this meeting, then you must petition the manager of the Owners Corporation to call another meeting within 28 days of the Meeting. The manager's details are as follows:

Melcorp Strata Pty Ltd
Level 17,501 Swanston Street
Melbourne Vic 3000
E: info@melcorpstrata.com.au
Ph: 03 8638 1822

4 ELECTION OF CHAIRPERSON AND MINUTE TAKER FOR THE MEETING

Members resolved to appoint Gino Marinaro of Melcorp Strata as the Chairperson of the Meeting and to take the Minutes of the Meeting.

5 BUSINESS WITH NOTICE

5.1 Minutes of the Previous Meeting Resolved by Ordinary Resolution

That the Annual General Meeting Minutes dated 15 June 2023 for Owners Corporation 1,2,3 PS411688Q be accepted as a true and correct record of the Meeting in accordance with Section 71 of the Owners Corporations Act 2006.

5.2 Owners Corporation Insurance Policy

5.2.1 Insurance Policy

Resolved by Ordinary Resolution

That Owners Corporation 1,2,3 PS411688Q receive and accept the Certificate of Currency from CHU for the period 24.10.2023 to 24.10.2024, a copy of which is attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

Note: The Owners Corporation Insurance policy does not cover fittings (including carpets, light fittings, and window furnishings), contents and/or public liability for individual lots, it is therefore strongly suggested that each owner seeks their own independent advice on insurance to ensure that they have adequate cover for their personnel assets and effects.

5.2.2 Insurance Excess

Resolved by Ordinary Resolution

That Owners Corporation PS411688Q may charge the excess payable on any insurance claim against the Owners Corporations' insurance to the party whose property, actions or inactions gave rise to the insurable event as deemed by the Owners Corporation.

5.3 Consideration of Reports

5.3.1 Owners Corporation Managers Report

Resolved by Ordinary Resolution

That Owners Corporation 1,2,3 PS411688Q receive and accept the report from the Owners Corporation Manager, in accordance with Section 126 of the Owners Corporations Act 2006.

5.3.2 Committee Report

Resolved by Ordinary Resolution

The following queries were raised with the outgoing Chairmans report.

Elevator upgrade works

- The rationale for major Elevator upgrade Project in 2024, considering lifts were upgraded in 2020.
- What are the contingencies for upper floor residents in the unlikely event that the 2nd lift breaks down during major lift upgrade exercise.

Members requested that the OC Manager attach correspondence relating to these enquiries as part of the meeting minutes.

Following the enquiries raised, Owners Corporation 1,2 PS411688Q resolved to receive and accept the Chairmans report in accordance with Section 115 of the Owners Corporation Act 2006.

5.3.3. Owners Corporation Complaints Resolved by Ordinary Resolution

In accordance with Section 159 of the Owners Corporation Act 2006, we report to the Annual General Meeting that no complaint was made against the Owners Corporation 1,2,3 PS411688Q under Part 10 Division 1, of the Owners Corporation Act 2006.

5.4 Financial Management

5.4.1 Financial Statements for the Financial Period 1 November 2023 to 31.10.2024.

5.4.1.1 Owners Corporation 1 Resolved by Ordinary Resolution

That Owners Corporation 1 PS411688Q receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 1 November 2022 to 31 October 2023, as attached to the Notice of Meeting, showing overall Members Funds of \$485,444.17, represented as \$415,986.89 in the Administrative Fund and \$69,457.28 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.2 Owners Corporation 2 Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 1 November 2022 to 31 October 2023, as attached to the Notice of Meeting, showing overall Members Funds of \$488,744.02, represented as \$178,466.29 in the Administrative Fund and \$310,277.73 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.3 Owners Corporation 3 Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 1 November 2022 to 31 October 2023, as attached to the Notice of Meeting, showing overall Members Funds of \$41,765.25, represented as \$32,135.17 in the Administrative Fund and \$9,630.08 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2 Financial Audit Reports

5.4.2.1 Owners Corporation 1 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 1 PS411688Q accept the Independent Audit Report from Willis Partners dated 29 April 2024, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2.2 Owners Corporation 2 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q accept the Independent Audit Report from Willis Partners dated 29 April 2024, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2.3 Owners Corporation 3 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q accept the Independent Audit Report from Willis Partners dated 29 April 2024, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.3 Proposed Administrative Budget and Fees for the Financial Period 1 November 2023 to 31 October 2024.

5.4.3.1 Owners Corporation 1

That Owners Corporation 1 PS411688Q approve and determine the Administrative Fund Budget of \$645,764.71 including GST, for the financial period 1 November 2023 to 31 October 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 1 PS411688Q approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of November, February, May and August:

Period	Total Funds
Nov 23 – Jan 24	\$4,614.69 (fees were issued only to lots 1,2,149-155) **
Feb 24 – Apr 24	\$4,614.69 (fees were issued only to lots 1,2,149-155) **
May 24 – Jul 24	\$4,614.69 (fees were issued only to lots 1,2,149-155) **
Aug 24 – Oct 24	\$631,920.64 (fees issued in line with Plan of Sub-division)
Nov 24 – Jan 25	\$161,441.18 (fees issued in line with Plan of Sub-division)
Feb 25 – Apr 25	\$161,441.18 (fees issued in line with Plan of Sub-division)

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.
**These periods have already been invoiced to all owners*

5.4.3.2 Owners Corporation 2 Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q approve and determine the Administrative Fund Budget of \$43,417.00 including GST, for the financial period 1 November 2023 to 31 October 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 2 PS411688Q approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of November, February, May and August

Period	Total Funds
Nov 23 – Jan 24	\$174,567.73**
Feb 24 – Apr 24	\$174,567.73**
May 24 – Jul 24	\$174,567.73**
Aug 24 – Oct 24	-\$480,286.19
Nov 24 – Jan 25	\$10,854.25
Feb 25 – Apr 25	\$10,854.25

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.
**These periods have already been invoiced to all owners.*

5.4.3.3 Owners Corporation 3 Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q approve and determine the Administrative Fund Budget of \$5,832.64 including GST, for the financial period 1 November 2023 to 31 October 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 3 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of November, February, May and August:

Period	Total Funds
Nov 23 – Jan 24	\$6,177.00**
Feb 24 – Apr 24	\$6,177.00**
May 24 – Jul 24	\$6,177.00**
Aug 24 – Oct 24	-\$12,698.36
Nov 24 – Jan 25	\$1,458.16
Feb 25 – Apr 25	\$1,458.16

These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.

***These periods have already been invoiced to all owners*

5.5 Adoption of Maintenance Plan

5.5.1 Maintenance Fund Budget and Fees for the Period 1 November 2023 to 31 October 2024.

5.5.1.1 Owners Corporation 1 Resolved by Ordinary Resolution

That Owners Corporation 1 PS411688Q approve and determine the Maintenance Fund Budget of \$58,675.00 including GST, in accordance with the approved Maintenance Plan, for the financial period 1 November 2023 to 31 October 2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of November, February, May and August:

Period	Total Funds
Nov 23 – Jan 24	\$412.00 (fees were issued only to lots 1,2,149-155) **
Feb 24 – Apr 24	\$412.00 (fees were issued only to lots 1,2,149-155) **
May 24 – Jul 24	\$412.00 (fees were issued only to lots 1,2,149-155) **
Aug 24 – Oct 24	\$57,439.10 (fees issued in line with Plan of Sub-division)
Nov 24 – Jan 25	\$14,668.78 (fees issued in line with Plan of Sub-division)
Feb 25 – Apr 25	\$14,668.78 (fees issued in line with Plan of Sub-division)

These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.

***These periods have already been invoiced to all owners.*

5.5.2.2 Owners Corporation 2 Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q approve and determine the Maintenance Fund Budget of \$68,068.00 including GST, in accordance with the approved Maintenance Plan prepared by Mabi Services dated 21.1.2017, for the financial period 1 November 2023 to 31 October 2024, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of November, February, May and August:

Period	Total Funds
Nov 23 – Jan 24	\$29,506.50**
Feb 24 – Apr 24	\$29,506.50**
May 24 – Jul 24	\$29,506.50**
Aug 24 – Oct 24	-\$20,451.50
Nov 24 – Jan 25	\$17,017.00
Feb 25 – Apr 25	\$17,017.00

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.
**These periods have already been invoiced to all owners*

5.5.2.3 Owners Corporation 3 Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q approve and determine the Maintenance Fund Budget of \$1,382.70 including GST, in accordance with the approved Maintenance Plan prepared by Mabi Services dated 21.1.2017, for the financial period 1 November 2023 to 31 October 2024, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 3 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of November, February, May and August:

Period	Total Funds
Nov 23 – Jan 24	\$606.16**
Feb 24 – Apr 24	\$606.16**
May 24 – Jul 24	\$606.16**
Aug 24 – Oct 24	-\$435.78
Nov 24 – Jan 25	\$345.68
Feb 25 – Apr 25	\$345.68

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.
**These periods have already been invoiced to all owners*

5.6 Interest

5.6.1 Penalty Interest

5.6.1.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 PS411688Q instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.1.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.1.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2 Authority to Waive Penalty Interest

5.6.2.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 PS411688Q delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.2.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.2.3 Owners Corporation 3 Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.7 Arrears Management

5.7.1 Levy Arrears

5.7.1.1 Owners Corporation 1 Resolved by Ordinary Resolution

That Owners Corporation 1 PS411688Q instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.1.2 Owners Corporation 2 Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.1.3 Owners Corporation 3 Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2 Recovery of Costs

5.7.2.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 PS411688Q recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

5.7.2.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 PS411688Q instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 PS411688Q instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.8 Committee of Management

5.8.1.1 Appointment of Committee of Management

Resolved by Ordinary Resolution

Members resolved to appoint 9 Members to the Committee of Management for Owners Corporation 1 & 2 PS411688Q.

5.8.1.2 Owners Corporation 1 PS411688Q Resolved by Ordinary Resolution

The following Members were elected to the Committee of Management for Owners Corporation 1 PS411688Q.

- Liping Yuan (Angela) – representing Lot 503
- Siew Wong – representing Lot 511
- Vivien Stewart – representing Lot 1103
- Theresa Abraham – representing Lot 1104
- Yan Liu – representing Lot 1303
- Danielle Erdeli – representing Lot 1514
- Driss Guerouani – representing Lot 1712
- Erwin Wibowo – representing Lot 2308
- Soon Kuang (Simon) – representing Lot 2504

5.8.1.3 Owners Corporation 2 PS411688Q Resolved by Ordinary Resolution

The following Members were elected to the Committee of Management for Owners Corporation 2 PS411688Q.

- Liping Yuan (Angela) – representing Lot 503
- Siew Wong – representing Lot 511
- Vivien Stewart – representing Lot 1103
- Theresa Abraham – representing Lot 1104
- Yan Liu – representing Lot 1303
- Danielle Erdeli – representing Lot 1514
- Driss Guerouani – representing Lot 1712
- Erwin Wibowo – representing Lot 2308
- Soon Kuang (Simon) – representing Lot 2504

5.8.2 Delegation of Power

5.8.2.1 Owners Corporation 1 PS411688Q Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 1 PS411688Q delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

5.8.2.2 Owners Corporation 2 PS411688Q

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 2 PS411688Q delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

6 GENERAL BUSINESS

Members requested that the incoming Committee discuss the following matters at their forthcoming Committee meeting.

- Cleaning of the external windows.
- Repainting of the communal walls in the amenities area on level 4.

7 CLOSURE

The Meeting was declared closed at 6.30pm.

Reply to questionnaires on Lift/Elevator raised during AGM on 27 June 2024

Question 1: The rationale for major Elevator Upgrade Project in 2024, considering lifts were upgraded in 2020

Typically, a major lift upgrade for the size of Franklin Lofts building is recommended about every 20 years.

The lifts at Franklin Lofts have now surpassed that age by more than 4 years and is due for major upgrades which involve, amongst others:

- Machines/Motors
- Control systems/Electronic drives
- Hoisting ropes
- Door systems, indicators
- Lift car Interiors

Sometime in 2020 the former Committee had conducted a lift upgrade exercise and shortlisted the following quotes:

- Schindler \$680,000 ex GST
- Kone \$636,000 ex GST (Records indicate \$756,000)

However, the Lead in charge of Lifts from the former Committee stated on 15 May 2021 (quoted below):

“We did not have the budget for such costs...”

Instead, the former Committee proceeded with minor, mainly electronics, upgrades carried out in 2020 by a third-tier Lift company for \$223,361 (ex GST) which involved only:

- Controllers and electronic drives
- Landing Operating and Indicator Panels
- Lift Car Operating Panels
- Sump pump

The same former Committee then, in their Report on 15 May 2021, made the statement which is reproduced verbatim (including font colour and underlines) below in bold italics:

“The Melbourne Elevators Quote represents a saving of:

(a) \$ 456,639.00 saving when compared to the Schindler quote.

(b) \$ 412,639.00 saving when compared to the Kone quote.

These Savings alone, represent about (a) 78.4%, or (b) 70.88% of the Total cost to be incurred when compared to our cheapest quote for our entire Hot Water Project. (This saving alone will pay 78.4% of the Total Cost of this Hot Water Project.) (78.4443751% to be exact)

I personally consider this to be a brilliant piece of cool business acumen by the Committee conducted and at time of great concern and alarm. Although the Committee was under great pressure at that time, a huge effort was enacted to bring about the situation that we find ourselves in today regarding our Lift Upgrade.

The great savings made through much hard investigative work, leaves us in a strong financial position to address the current Projects, including the Hot Water System Upgrade.”

It is clear that the scope of works for both works were vastly different, as will be detailed below.

On the other hand, the **major** lift upgrade embarked by this Committee in 2024 by a Tier 1 lift company (Schindler) is an overdue major elevator upgrade carried out primarily for safety reasons, efficiency and for numerous other reasons summarized below; and involves a comprehensive suite of mechanical and electronic upgrades to the machine room, lift car, lift well, and lift pit. Furthermore, the project also includes:

- Replacing machine with gearless motors,
- New Schindler proprietary controller systems for efficiency and reliability,
- Low energy and minimum heat dissipation inverter/drives,
- Hoist way equipment such as ropes, sheaves, guide rails to ensure improved elevator performance, improved ride quality and safety
- Complete lift car interiors for improved aesthetics and functionality with user-friendly designs and energy efficiencies
- Door mechanisms to enhance reliability, reduce door-related downtime and to comply with modern safety standards
- Significant safety improvements (overspeed governors, emergency braking systems, fire services interfaces)
- Accessibility features to include audible and visual signals
- Retention of existing landing operating and indicator panels

It is also worth noting that:

- The lift upgrade undertaken by the former Committee primarily involved electronics, and did not address or replace the main machine/gear, hoisting equipment, and associated components, all of which are key to safety considerations and which are overdue for replacement
- The electronic components replaced by the previous upgrade indirectly allowed the company, Melbourne Elevator, to bypass the Schindler proprietary system, thus enabling Melbourne Elevator to be ‘locked in’ to perform regular lift services thereafter
- Despite the lift upgrade undertaken by the former Committee, the lifts continued to suffer from frequent breakdowns and disruptions in the aftermath of the upgrade works
- Schindler undertook replacement of a key safety component after the current Committee re-instated Schindler as the lift service provider in 2023

The total cost for this major upgrade to commence in 2024 is approx. \$650,000 (ex GST) and was awarded to Schindler after an extensive and exhaustive evaluation of other Tier 1 and 2 elevator companies and bidders.

Question 2: What are the contingencies for upper floor residents in the unlikely event that the 2nd lift breaks down during major lift upgrade exercise

It is normal for any major lift upgrade to expect one lift to be decommissioned during the upgrade exercise and in the unlikely event the 2nd lift is out of operation during that period, Schindler will surely expedite to ensure the downtime for the 2nd lift is minimized as practically as possible.

Franklin Lofts residents including the owner who raised this question had witnessed these disruptions before and frequently even after the previous lift service provider ME had completed the electronics changeover in 2020/21.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	17961
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	24/10/2024 to 24/10/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 411688Q
Situation	83-93 FRANKLIN STREET MELBOURNE VIC 3000

Policies Selected

Policy 1 – Insured Property

Building: \$97,054,650
Common Area Contents: \$970,200
Loss of Rent & Temporary Accommodation (total payable): \$14,558,197

Policy 2 – Liability to Others

Sum Insured: \$50,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$10,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$14,558,197
Extended Cover - Loss of Rent & Temporary Accommodation: \$2,183,729
Escalation in Cost of Temporary Accommodation: \$727,909
Cost of Removal, Storage and Evacuation: \$727,909

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

18/10/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

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

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 and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

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

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

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

4. Use of common property

4.1 Use of common property

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

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

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

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

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

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

(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, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(5A) 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 the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) 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 the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Balance Sheet - O/Corp 411688Q
"FRANKLIN LOFTS"
83-93 FRANKLIN STREET, MELBOURNE, VIC 3000
For the Financial Period 01/11/2023 to 31/10/2024

411688Q-OC1

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS411688Q	\$219,128.02	\$(20,454.12)	\$198,673.90
<i>Macquarie Bank BSB: 183-334 Acc No: 236863684</i>			
Levies Receivable	\$6,410.72	\$2,518.19	\$8,928.91
Prepaid	\$124,468.93	\$0.00	\$124,468.93
Receivable-Insurance Claims	\$(3,010.25)	\$0.00	\$(3,010.25)
Sundry Debtor	\$12,050.00	\$0.00	\$12,050.00
GST Clearing Account	\$19,358.18	\$(101.70)	\$19,256.48
Total Assets	\$378,405.60	\$(18,037.63)	\$360,367.97
Liabilities			
Accounts Payable	\$131,170.81	\$0.00	\$131,170.81
Accounts Payable (GST Free)	\$60,871.35	\$270.92	\$61,142.27
Accrual	\$29,218.75	\$0.00	\$29,218.75
BAS Clearing	\$(0.18)	\$0.00	\$(0.18)
Levies in Advance	\$118,089.32	\$10,101.67	\$128,190.99
Other Payable - FFN	\$(125.00)	\$0.00	\$(125.00)
Unidentified Deposits	\$262.90	\$0.00	\$262.90
Total Liabilities	\$339,487.95	\$10,372.59	\$349,860.54
Net Assets	\$38,917.65	\$(28,410.22)	\$10,507.43
Owners Funds			
Opening Balance	\$415,986.89	\$69,457.28	\$485,444.17
Fund Transfer	\$(400,000.00)	\$0.00	\$(400,000.00)
Net Income For The Period	\$22,930.76	\$(97,867.50)	\$(74,936.74)
Total Owners Funds	\$38,917.65	\$(28,410.22)	\$10,507.43

Melcorp Strata Pty Ltd

L17/501 Swanston St MELBOURNE VIC 3000 ABN: 88 065 174 677

Ph: 03 8638 1822 Email: info@melcorpstrata.com.au

Printed: 03/03/2025 09:55 am User: Emily Pountney

Page 1

Balance Sheet - O/Corp 411688Q "FRANKLIN LOFTS" 83-93 FRANKLIN STREET, MELBOURNE, VIC 3000 For the Financial Period 01/11/2023 to 31/10/2024

411688Q-OC2

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank PS411688Q <i>Macquarie Bank BSB: 183-334 Acc No: 236863684</i>	\$36,225.46	\$389,308.37	\$425,533.83
Levies Receivable	\$11,505.93	\$3,171.57	\$14,677.50
GST Clearing Account	\$(839.54)	\$885.59	\$46.05
Total Assets	\$46,891.85	\$393,365.53	\$440,257.38
Liabilities			
Accounts Payable	\$(104.85)	\$0.00	\$(104.85)
Accrual	\$1,276.24	\$0.00	\$1,276.24
BAS Clearing	\$(41,588.28)	\$(33,021.70)	\$(74,609.98)
Levies in Advance	\$7,703.05	\$12,047.70	\$19,750.75
Total Liabilities	\$(32,713.84)	\$(20,974.00)	\$(53,687.84)
Net Assets	\$79,605.69	\$414,339.53	\$493,945.22
Owners Funds			
Opening Balance	\$178,466.29	\$310,277.73	\$488,744.02
Fund Transfer	\$(100,000.00)	\$500,000.00	\$400,000.00
Net Income For The Period	\$1,139.40	\$(395,938.20)	\$(394,798.80)
Total Owners Funds	\$79,605.69	\$414,339.53	\$493,945.22

Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation Owners Corporation 1 Plan No. 411688Q
Address 83-93 Franklin St, MELBOURNE
This Certificate is issued for Lot Lot 1101 on Plan of Subdivision No. 411688Q
Applicant for the Certificate Link West Conveyancing
Date that the application was received 03/03/2025

Important:

The information in this Certificate is issued on 03/03/2025.

You can inspect the Owners Corporations register for additional information and you should obtain a new Certificate for current information prior to settlement.

1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$961.74 (01/02/2025 - 30/04/2025) - Payment received		
2.	The date to which the fees for the Lot have been paid up to is:		
	30/04/2025		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due date	Amount	Details

Please Pay any Unpaid Fees using below details:



DEFT
PAYMENT SYSTEMS



Billor Code: 96503

Total Due: \$0.00

Ref: 236863684 210859

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	None to the knowledge of the Owners Corporation as at 03/03/2025.
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<p>A Building Notice was served on the 26.08.2020 by the City of Melbourne which required the Owners Corporation to show cause as to why the Owners Corporation should not be required to remove all Combustible Aluminum Composite Panels (ACP) on the building or where total removal is not proposed. A Building Order was served on the 31.08.2021 by the City of Melbourne which requires for the Owners Corporation to remove ACP. The current order requires the Owners Corporation to obtain a Building Permit by the 30th of October 2024 and for works to be completed by the 30th of April 2025. The Owners Corporation have since appointed Project Managers Alpha 14 Property Group to assist the Owners Corporation with completion of design, construction of documentation for building permit, tender, construction, conducting a tender process and providing a recommendation to the Owners Corporation on the appointment of a contractor. A special levy may be required to defray this expense. Cladding Safety Victoria assessment of the building remains current and ongoing. It is recommended that potential purchasers seek an update on this matter prior to settlement.</p> <p>Letter of demand was issued against the Owners Corporation from Meerkin & Apel dated 17 May 2023 acting on behalf of their client Marcus Trainor trading as MDT Services. MDT are claiming the total amount of \$69,393.09 for unpaid invoices relating to Caretaking services. The Owners Corporation have appointed Aitken Partners to assist with this matter.</p> <p>VCAT application was lodged against the Owners Corporation on the 31 July 2023 from HWL Ebsworth Lawyers acting on behalf of their client Solutions Three Pty Ltd (Builder). Solutions Three are claiming an outstanding amount of \$332,000 for unpaid invoices relating to the replacement of Hot Water Pipes. The Owners Corporation have appointed Aitken Partners to assist with this matter. Solutions Three Pty Ltd have lodged a VCAT application against the Owners Corporation. A compulsory conference has been scheduled for Monday 2nd September 2024.</p> <p>A Special Levy may be raised for any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting.</p>
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	The Owners Corporation has entered into agreements for the provision of various services including water, gas, electricity, telephone and maintenance contracts including but not limited to lifts, fires services, mechanical services, cleaning, waste management and Owners Corporation management.

11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 03/03/2025.
12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	A Building Notice was served on the 26.08.2020 by the City of Melbourne which required the Owners Corporation to show cause as to why the Owners Corporation should not be required to remove all Combustible Aluminum Composite Panels (ACP) on the building or where total removal is not proposed, a registered fire engineer be engaged to provide verification of compliance. A Building Order was served on the 31.08.2021 by the City of Melbourne which required the Owners Corporation to remove ACP or have a fire engineer verify compliance. A current extension of the Order requires the Owners Corporation to obtain a Building Permit by the 6th of May 2023 and for works to be completed by the 4th of August 2023. The Committee are currently in the process of appointing a Fire Engineer to assess the cladding and provide a scope of works to have this removed - A special levy may be required to defray this expense. The Owners Corporation have registered with Cladding Safety Victoria and continues to seek an update on potential inclusion within their cladding remediation program. It is recommended that potential purchasers seek an update on this matter prior to settlement.
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	There are no legal proceedings known as at 03/03/2025 to which the Owners Corporation is a party.
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.
16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> • A copy of the most recent Annual General Meeting minutes • A copy of the current Certificate of Currency • A copy of the current Balance Sheet • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>"

17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, 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 the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>
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This Owners Corporation Certificate was prepared by:

Postal address

Melcorp Strata Pty Ltd
17/501 Swanston Street
Melbourne VIC 3000
info@melcorpstrata.com.au

Signature



Print name

Gino Marinaro

(name of management company if relevant) as delegate of the Owners Corporation

Melcorp Strata Pty Ltd

The common seal of Owners Corporation number was affixed in accordance with section 20 of the *Owners Corporations Act 2006*

