Material Fact Guidelines

Sale of Land Act 1962

Section 12(d)

The *Sale of Land Amendment Act 2019* (Amendment Act) was passed by the Victorian Parliament on 28 May 2019 and received the Royal Assent on 4 June 2019. The Amendment Act makes a number of amendments to the *Sale of Land Act 1962* (the Act), including an amendment to section 12(d) of the Act.

Purpose

Section 12A of the Act (as amended) says:

The Director of Consumer Affairs Victoria may make guidelines to assist vendors of land and their agents to understand what a material fact is likely to be for the purposes of section 12(d).

A court may have regard to any guidelines made under subsection (1).

The purpose of these guidelines is to assist vendors of land and their agents (including estate agents) to understand what a ***material fact*** is likely to be under section 12(d) of the Act.

Context

Section 12(d) of the Act (as amended) provides:

Any person who, with the intention of inducing any person to buy any land—

*(d) makes or publishes any statement promise or forecast which he knows to be misleading or deceptive or **knowingly** conceals any material facts or recklessly makes any statement or forecast which is misleading or deceptive*

shall be guilty of an offence against this Act…

The penalty for breaching section 12(d) of the Act is 120 penalty units or up to 12 months imprisonment.

The Amendment Act replaces the word “fraudulently” with “knowingly”. The previous wording of section 12(d) of the Act reflected the common law tort of deceit where, although a vendor or agent is generally not required to advise a potential purchaser of any serious defects in the property of which they are aware, they cannot fraudulently (meaning, knowingly with intent to deceive) actively conceal defects. In addition, a vendor may commit the tort of deceit if they fail to answer any question about the structural soundness or quality of the property honestly and completely.

The change to section 12(d) means that it is an offence if a vendor or agent knowingly conceals a material fact about land for sale, with the intention of inducing a potential purchaser to buy the land. It is not necessary to show that anything active was done to conceal the material fact, although doing so knowingly will still be an offence. It is sufficient if a vendor or agent withholds a material fact which the vendor or agent knows to be material, with the intention of inducing a potential purchaser to buy the land.

As amended, section 12(d) of the Act supports a purchaser to make a fully informed decision before they buy land.

Commonly, some information about a property for sale may only be known to the person who has owned and/or occupied that property, and may not be known to potential purchasers even if they have personally inspected the property.

This information imbalance makes it essential for the vendor or their agent to be obliged to disclose material facts known to them to a potential purchaser of the land.

What is a material fact?

A material fact is a fact that would be important to a potential purchaser in deciding whether or not to buy any land. In the context of a proposed sale of land, a material fact is one that influences a purchaser in deciding whether or not to buy any land at all, or to buy land only at a certain price.

A fact is not inuendo, gossip or mere speculation. However, an opinion may be a “material fact”, if it is an expert opinion that is honestly held on reasonable grounds, and the vendor or agent have knowledge of that expert opinion.

Failure to disclose a fact alone is not sufficient to establish an offence under s12(d). The fact must be material. A fact can be 'material' in two ways:

1. Generally: a fact that an average, reasonably informed purchaser with a fair-minded understanding of the property market, including the role of an estate agent, would generally regard as material in their decision to buy land (examples are provided below).
2. Specifically: if a fact about land is known by the vendor (or the vendor’s agent, including an estate agent) to be important to a specific purchaser, it can be material, even if other agents and consumers would not generally consider that fact to be important or of significance to them. This knowledge could arise if (for example) a particular purchaser:
    a) asks a specific question about the land of the vendor or the vendor’s agent (including their estate agent), and/or
    b) where a purchaser informs the vendor/agent of their intended use of the land.

Further indications which would be relevant to determining whether something is a material fact include:

- whether the fact is only known by the vendor
- the reaction of other potential purchasers to the fact, including whether knowledge of the fact may impact a potential purchaser’s willingness to buy land, and
- whether the fact results in the property being in a rare or unusual category or position.

Vendors or agents who have knowledge of material facts cannot rely on purchasers becoming aware of them through making ‘usual inquiries’ or following the Due Diligence Checklist to avoid disclosure. General examples of material facts about land which are known to the vendor or agent but which may not be obvious to a potential purchaser include (but are not limited to) circumstances where:

- prior tests or investigations have revealed (or the vendor or agent otherwise knows of) a defect in the structure of the building, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation) or contamination through prior uses of the land,
- the underlying cause of an obvious physical defect is not readily apparent upon inspection (for example, whilst a large uncovered crack in a wall would be obvious to a purchaser upon inspection, the underlying reason for the crack, such as defective stumping, may not);
- there has been a significant event at the property, including a flood, or a bushfire,
- there is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes,
- there are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans),
- facts about the neighbourhood surrounding the property which may not be immediately apparent upon inspection (such as sinkholes, surface subsidence, development proposals) that would likely affect the use and enjoyment of the property to a greater extent than the usual

disturbances and inconveniences of occupying land of the kind and in the local area of the land being sold,

- building work or other work done without a required building permit, planning permit or that is otherwise illegal,
- the property during the current or previous occupation has been the scene of a serious crime or an event which may create long-term potential risks to the health and safety of occupiers of the land, such as:
  - extreme violence such as a homicide
  - use for the manufacture of substances such as methylamphetamine, or
  - a defence or fire brigade training site involving the use of hazardous materials.

There is a community expectation that homicides that have occurred at a property be disclosed to potential purchasers. Other known acts of extreme violence should be disclosed if a potential purchaser makes a specific enquiry. While these circumstances may not be a physical barrier to the use of the property, they may materially affect a purchaser's decision to buy the land.

Defects and damage arising from prior significant events of the kind specified above, and contamination from prior uses of the land will not be considered material if they have been fully remediated, and no further repairs or other works (including ongoing work) will need to be carried out in the future. However, if a potential purchaser asks a specific question relating to defects and damage arising from prior significant events, or from contamination arising from prior uses of the land, those questions must still be answered by the vendor fully and frankly and to the best of the vendor's knowledge.

Positive enhancements or improvements made to a property such as renovations are likely to be disclosed in the course of marketing land for sale. Positive information about land for sale, if withheld, is not of its nature the kind of information which is likely to "induce" a sale.

When to disclose material facts

Estate agents (or vendors where they are not using an estate agent) should disclose all known material facts to potential purchasers as soon as they indicate that they are considering purchasing the property. They must also make continuing disclosure if further material facts become known until the property is sold.

Generally, material facts will not be concealed from purchasers if they are disclosed:

- in marketing material or information statements; or
- in a section 32 statement or contract of sale; or
- on a physical inspection of the property where they are clearly visible; or
- by specific disclosures made to particular purchasers in the course of negotiations; or
- before the start of a public auction.

However, specific disclosure of a material fact to a particular purchaser will be required where the vendor or agent knows that the material fact has not come to the attention of the purchaser by other means.

Vendors are not required or expected to carry out tests and investigations of the property to determine if there are any unknown problems that ought to be disclosed, other than as may be required to prepare a section 32 statement.

However, if a potential purchaser asks a vendor or a vendor's agent a question about a property, before that property is sold, the vendor or the vendor's agent must answer that question fully and frankly and to the best of their knowledge.

If the vendor or a vendor's agent has no knowledge of the matters raised by the potential purchaser, they can advise that potential purchaser that they do not know.

What should vendors do?

Vendors should prepare the property for inspection by potential purchasers without taking any steps to hide defects or any other important feature which would otherwise come to the attention of someone doing an inspection. They should carefully consider all information known to them or disclosed to them by their solicitor or conveyancer after having conducted the usual searches and inquiries for a section 32 statement and disclose any known material facts to their estate agent prior to the marketing of the property. Vendors should answer all inquiries about the property put to the vendor by purchasers through their agent as fully and frankly as possible.

If vendors disclose material facts to their estate agent for the purpose of answering questions asked by potential purchasers, acting reasonably and diligently, they have discharged their obligation to not knowingly conceal material facts, and the burden of disclosure of those material facts falls upon the estate agent.

If the vendor is selling the property without an estate agent, the vendor should answer all questions about the property put to them by purchasers as fully or frankly as possible in the circumstances.

What should estate agents do?

Estate agents should discuss with vendors any material facts that are likely to be the subject of statements or representations by the estate agent in the course of marketing the property. During this process, it is important for the estate agent to inspect the property, read the section 32 statement and contract and gather information from the vendor and their solicitor or conveyancer on aspects of the property which are material to the market to assist them in accurately and honestly representing the property.

The estate agent should answer all inquiries by purchasers as fully and frankly as possible in the circumstances, including by referring those inquiries back to the vendor or the vendor's solicitor or conveyancer as necessary and diligently following up those responses.

These pro-active steps are also required of estate agents under the Estate Agent (Professional Conduct) Regulations 2018 which require an estate agent to act fairly, honestly, in good faith and in the vendor's best interests. It is also best practice if the estate agent provides potential purchasers with a copy of the section 32 statement and contract of sale at open for inspections and via email as early as possible in the marketing campaign.

CONTRACT OF SALE OF REAL ESTATE

COPYRIGHT AUSTRALIAN INSTITUTE OF CONVEYANCERS (VIC DIV) 2018

Address: **701/495 Rathdowne Street, Carlton VIC 3053**

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

The terms of this contract are contained in the:

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

In that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and **a** copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER .....

……on ……/…….. /2023

Print name(s) of person(s) signing: Patrick Adrian Coppel

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

SIGNED BY THE VENDOR

..... on ……/…….. /2023

Print name of person signing Muliiono Dasaad ..... Eriawaty Tan

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT Prime Property Partners Australia

Tel:
Fax:
Ref: Email: felix@pppa.com.au

VENDOR Mulijono Dasaad and Eriawaty Tan of
701/495 Rathdowne Street Carlton VIC 3053

VENDOR'S CONVEYANCER LN Conveyancing
OR LEGAL PRACTITIONER 39 Mckenzie Crescent Hoppers Crossing VIC 3029
Telephone: 03 9687 9701 Fax:
Email: luongn@lnconveyancing.com.au, Ref:

PURCHASER Patrick Adrian Coppel

PURCHASER'S CONVEYANCER Anthony Hohtoulas & Co
OR LEGAL PRACTITIONER 76 Johnston St, Collingwood VIC 3066

Telephone: (03) 9486 9990
Fax: :
Email: anthonyhoht@optusnet.com.au

PROPERTY ADDRESS

The address of the property is 701/495 Rathdowne Street, Carlton VIC 3053

LAND (General Conditions 3)

The land is –
Described in the table below –

Certificate of Title reference	being lot	on plan
11862/636	701NB	PS627030

OR
described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND
(General Condition 2.2(f)) (List or attach a Schedule)

☐blinds & curtains ☐light fittings ☐fixed floor coverings
☐TV antenna ☐insect screens ☐stove
☐pool equipment ☐clothes line
☒other:

Features and Fittings of permanent natures

PAYMENT
(Special condition 1 & General Condition 10)

Price $ 935,000

Deposit $93,500 by 14 days from day of sale (of which $2,000 has been paid)

Balance $841,500 payable at settlement

GST (General Condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box: N/A

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business'** or '**going concern'** in this box: N/A

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

SETTLEMENT
(General Condition 10)

is due on 60 days from the day of sale

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE
(General Condition 1.1)

N/A

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease'** appear in this box in which case refer to general condition 1.1,
If **'subject to lease**' then particulars of the lease are:

Refer attached copy Lease/Tenancy Agreement

TERMS CONTRACT
(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the ***Sale of Land Act* 1962** then add the words **'terms contract'** in this box, and refer to general condition 23: N/A

LOAN
(General Condition 14)

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

Lender: Macquarie Bank

Loan amount: $

Approval date: 14 Days from the day of sale

SPECIAL CONDITIONS

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

GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

Property Details

Property Type	
Property Address	701/495 Rathdowne Street, Carlton
Lot and Plan	701NB PS627030
Volume and Folio	11862/636

Purchaser Details

Purchasers Full Name	
Purchaser ABN	

Vendor Details

Vendors Full Name	Mulijono Dasaad and Eriawaty Tan
Vendor ABN	

Transaction Details

Purchase Price	$0.00
GST Withholding amount	No amount payable

…….
LN Conveyancing on Behalf of our client/s, Mulijono Dasaad and Eriawaty Tan

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

11. PAYMENT

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 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.

11.5 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.

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

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

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

11.9 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.

11.10 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**

General condition 12.4 is added:

12.4 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 13.3 is replaced with the following:

13.3 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 13.1(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**

General Condition 15.2 shall be read so that if the Land is not rated separately as at the Settlement Date, then the amount of any rates, taxes, assessments or other outgoings shall be apportioned between the Vendor and the Purchaser on the basis of the area which the property bears to the total area of the land the subject of those rates, taxes, assessments, other outgoings.

~~General condition 15.2(b) is replaced with the following:~~

~~15.2(b) Proportional land tax is used.~~

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15 regardless of whether or not at the Day of Sale, the Land is a lot on a registered plan of subdivision and the Purchaser must prepare the statement of adjustments and deliver these to the Vendor or its solicitor not later than 5 Business Days prior to the Settlement Date.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

15A.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.

15A.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.

15A.3 This general condition only applies 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.

15A.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.

15A.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.

15A.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.

15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

15A.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.

15A.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.

15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not failing within the parameters of section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

15B.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.

15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.3 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.

15B.4 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.

15B.5 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.

15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.7 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 settlement system described in general condition 15B.6.
However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

15B.9 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.

15B.10 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.

15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or

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

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

15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

17.1 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.

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

17.3 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.

17.4 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*.

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

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

21.1 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.

21.2 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.

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

☒ **Special condition 8 – Electronic conveyancing**

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

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

8.3 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*.

8.4 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.

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

8.6 Settlement occurs when the workspace records that:
(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

8.7 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.

8.8 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.

8.9 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.

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☐ **Special condition 9 – Deposit bond**

9.1 In this special condition:
(a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
(b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 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.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 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 30 days before the deposit bond expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 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 special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

10.1 In this special 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)*.

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

10.3 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 30 days before the bank guarantee expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

104 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 special condition 10.3.

10.5 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 special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building report**

11.1 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 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.

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

11.3 A notice under this special 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.

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

☐ **Special condition 12 – Pest report**

12.1 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;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

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

12.3 A notice under this special 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.

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

☒ **Special condition 13**

General Conditions 9, 24.4, 24.5 and 24.6 do not apply to this Contract.

☒ **Special condition 14 – Default Interest**

If the purchaser defaults in payment of any money under this Contract, then interest at a rate of 4% higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act* 1983 and computed upon the money overdue during the period of default shall be paid by the party in default without demand by the offended party and without prejudice to any other rights of the offended party.

☒ **Special condition 15 – Default**

Further and in addition to any other provisions of this Contract in relation to default on the part of the Purchaser, the Purchaser acknowledges that:

15.1 if the Purchaser fails to complete the purchase of the Property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses;

15.2 each and every one of the losses and expenses described in special condition 15.3 is agreed to be reasonably foreseeable loss and shall be deemed to be a "reasonably foreseeable loss" for the purposes of general condition 25;

15.3 the Purchaser, in addition to the interest chargeable under this Contract, shall pay or reimburse the Vendor on demand for:

15.3.1 the cost of obtaining bridging finance to complete the Vendor's purchase of another, and interest, charges and other expenses (including legal fees) charged on the bridging finance;
15.3.2 interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property, calculated form the due date for settlement;
15.3.3 legal costs and expenses as between solicitor and client; and
15.3.4 penalties and any other expenses payable by the Vendor through any delay in Completion of the Vendor's purchase of another property or transaction for which funds from this sale are required.

☒ **Special condition 16 – Settlement rescheduling fee**

The Purchaser acknowledges should settlement not take place at the first appointed time and subsequently re-scheduled, the costs occasioned for each and every settlement re-scheduling are **$**220**.00** and any such costs shall be payable by the Purchaser.

☒ **Special condition 17 – Foreign Investment Policy & FIRB Approval**

17.1 In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter in this Contract the Purchaser hereby warrants it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.

17.2 The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss.

17.3 This warranty and indemnity do not merge on completion of this contract.

☐ **Special condition 18 OFF-THE-PLAN SALE**

18.1 It is hereby agreed between the parties hereto that there are no conditions, warranties, or other terms effecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his agent except such as are made conditions of this Contract.

18.2 The words "the Act" where appearing in this Contract shall mean the Subdivision Act 1988 as amended from time to time. Any word which appears herein and is defined in the Act shall have the meaning ascribed to it by the Act. Words importing the singular shall be deemed to include the plural and vice versa and the words importing the masculine shall include the feminine and vice versa and the neuter. The expression "the vendor" and "the purchaser" unless inconsistent to the context shall be deemed to include their respective legal personal representatives and successors in title. Where there is more than one purchaser, the covenant on behalf of the Purchaser shall be deemed joint and several .

18.3 This contract and the sale hereby evidenced are conditional upon and subject to the said Plan (subject to alteration as hereinafter mentioned) being duly certified (if not already done so) by responsible authorities pursuant to the provisions of the Act and registered by the Registrar of Titles and an occupancy permit is issued within thirty six **(36) months (Sunset Date)** from the date hereof, provided that the vendor reserves the right to make such minor alterations to the said Plan as may be demanded by the said Municipality or the said Registrar as pre-requisites to the certification and approval of the said plan. The Purchaser acknowledges that the vendor may be required to enter into a Section 173 agreement with responsible authorities to procure registration of the Plan and shall not object to same.

18.4 The vendor will use his best endeavors to cause the said plan to be certified as aforesaid as soon as practicable and will, as soon as practicable thereafter, apply to the Registrar of Titles for registration of the said Plan. Once lodged, the vendor will not withdraw the said plan from the Land Titles Office without the purchaser's prior written consent and will with all reasonable diligence satisfy all requisitions made by the Registrar and will do all other things within his power to procure registration of the said plan as soon as practicable.

18.5 **SUNSET CLAUSE**

In the event that the said plan shall not be certified and registered as aforesaid by the **Sunset Date** either party may at any time after the expiration of such period, but before the said plan is so registered terminate this contract and the sale hereby evidenced by giving to the other party written notice of termination pursuant to this Special Condition 18.5

18.5.1 In the event vendor elects to terminate the contract under this special condition the followings applied

(a) the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
(b) the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
(c) the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
(d) the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances

18.5.2 In the event the Contract of Sale is terminated pursuant to this special condition 18.5 all moneys paid by the purchaser on account of the purchase price shall be refunded to him in full. Neither party shall be entitled to any compensation from the other party in respect of costs, fees or other expenses paid to or incurred in relation to or arising out of this transaction.

18.5.3 In the event the Contract of Sale is terminated pursuant to this special condition 18.5 and If the deposit has been invested, any interest earned as a result will be divided evenly between the parties.

18.6 The purchaser shall accept as identical with the said land as hereinbefore described the Lot on the said Plan when registered the respective number mentioned in the foregoing particulars or, if the lot on the said plan shall at any time prior to registration be renumbered, shall accept as identical with the said land the lot on the said Plan as registered which shall occupy the same or approximately the same position on the Plan of Subdivision as indicated in the copy Plan annexed hereto as being occupied by the lot hereby designated. The purchaser shall not be entitled to make any requisitions object or claim for compensation in respect of any of the following: -

18.6.1 Any minor variations between the lot hereby sold as inspected by the purchaser and the corresponding lot as shall be shown on the said plan at approval;

18.6.2 Any minor variations between the number, size or location of lots as presently appearing on the said plan and as shall appear on the said plan when registered.

18.7 The vendor shall after registration of the said plan notify the purchaser of such registration and the residue of purchase moneys shall be payable **within fourteen (14) days** of notification to the purchaser or the purchaser's solicitors or conveyancer of such registration by the Registrar of Titles of the Plan of Subdivision (or if the above settlement clause provides otherwise then in accordance with that settlement clause)

18.8 The deposit moneys payable by the purchaser hereunder shall be paid to the Licensed Estate Agent as agent of the Vendor or the Vendors Solicitor or Conveyancer hereinbefore specified to be held by them on trust for the purchaser until: -

18.8.1 the said plan has been registered at the Office of Titles as aforesaid; and

18.8.2 A Statement of Compliance has been issued in respect of the plan

Thereafter the deposit shall be held in accordance with Division 3 of the Sale of Land Act 1962 (as amended).

18.9 Until such time as the said Plan of Subdivision has been so registered by the Registrar of Titles the purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in respect of the purchaser's interest in the land under this contract and the purchaser shall indemnify and keep indemnified the vendor against any loss or damage which the vendor may incur or suffer as a consequence of any breach by the purchaser of this provision.

18.10 All rates, taxes, levies, insurance premiums and assessments (**including State Land Tax calculated on a single holding basis or proportional tax basis if there is any**) in respect of the lot hereby sold payable by the vendor shall be borne and paid by the purchaser as from the date on which he becomes entitled to possession and the same shall, if necessary, be apportioned between the vendor and the purchaser and the rent (if any) shall be apportioned on the same day and the balance paid or received as the case may require. The vendor hereby undertakes to pay any outgoings when they are due and payable, and the purchaser shall not make any deduction at settlement on account of same.

18.11 If, as a result of the Purchasers failure to settle this Contract as required before 31 December in any one year, settlement takes place the following year and Land Tax is assessed for that following year against the Vendor, the Purchaser shall be responsible for the total amount of Land Tax assessed against the property regardless of the Vendors other land holdings, subject to special condition 23.

18.12 Words used in this special condition that are defined in the Building Act 1993 ('the act") have the same meaning as is given to them by the Act.

18.13 This Contract is not a major domestic building Contract.

18.14 In accordance with Section 137E of the Act the Vendor either:

-

18.14.1 Has entered into prior to the day of sale; or
18.14.2 Will enter into as soon as is practicable after the date of sale:

A major domestic building contract (the Building Contract) for the construction of a home on the land substantially in accordance with the plans and specifications (the plans) a copy of which the purchaser acknowledges having received

18.15 The vendor may agree to vary the building contract by changing the construction details, appliances, fixtures, fittings and finish details described in the plans provided that the changes must not reduce the quality of the home and the vendor may agree to any other minor changes to the plans that the vendor may consider necessary.

18.16 The dwelling is taken to have been completed when an Occupancy Permit has issued for it.

18.17 The vendor must notify the purchaser in writing when construction of the dwelling is completed.

18.18 The date for payment of the residue is the later of the date set out in the Particulars of Sale or 14 days after the vendor gives the notice referred to in Special Condition 18.16

~~18.19 Despite anything else in this Contract, if the home has not been completed at the expiration of thirty six (36) months from the day of sale then this Contract will be voidable by either party after the expiration of thirty six (36) months from the day of sale but before the home is completed.~~

18.20 In accordance with current rulings and practice of the State Revenue Office, the estimated value of the

land and improvements as at the day of sale for the purposes of calculation of stamp duty payable on the Transfer of Land from the vendor to the purchaser at settlement is $...../ **unable to be estimated at the date of sale.**

The vendor does not warrant that the said Transfer will be assessed for stamp duty on the basis of the amount (if any) referred to above and the purchaser acknowledges that he will be solely responsible for the payment of stamp duty on the said Transfer of Land and will not call upon the vendor to contribute to or to pay compensation in respect of the purchasers liability for such duty in any circumstances including but without limitation, in the event of any assessment for stamp duty on a value higher than that set out in this condition. The inclusion of an estimated value in this clause is not a representation or warranty by the vendor as to such value and the purchaser acknowledges that he has satisfied himself as to the value of the land and improvements as at the date of sale and as to all relevant stamp duty legislation and practices before entering into this Contract.

18.21 The property is sold and may be subject to the Owners Corporation Act 2006, the schedule of lot entitlement and liability, the Owners Corporation Rules and any encumbrance affecting the common property. Where the vendor remains the owner or occupier of any lot in the subdivision the Owners Corporation Rules will not apply or be enforceable against the vendor where to do so would hinder or prevent the vendor completing any aspects of the development.

18.22 **Works Affecting Natural Surface Level - Compliance with the Sale of Land Act 1962 (Vic)**

18.22.1 In compliance with the Vendor's obligations under section 9AB(1) of the *Sale of Land Act 1962*(Vic), the Purchaser acknowledges that if at the Day of Sale:

(a) the Plan has been certified; the Vendor has disclosed to the Purchaser details of any works affecting the natural surface level of the Land or any land abutting the Land that is in the Plan ("**Surface Works**") which have been carried out after certification of the Plan and before the Day of Sale (if any) in accordance with the plans annexed to the Contract; or

(b) the Plan has not been certified, to the Vendor's knowledge, Surface Works are being carried out or proposed to be carried out on the Land which may affect the natural surface level of the Land in accordance with the plans annexed to the contract (if known to the Vendor and available).

18.22.2 The Purchaser authorises the Vendor to make any changes to the Surface Works disclosed to the Purchaser during this Contract that the Vendor deems necessary and desirable to procure registration of the Plan by the Registrar of Titles.

18.23 The purchaser agrees to vendor right to terminate the contract under the following circumstances:

- the relevant approvals are not granted, or subject to onerous conditions;
- if the Vendor fails to meet presale commitments or obtain finance;

The vendor and the purchaser agree, in the event the Contract of Sale is terminated pursuant to this special conditions18.23 all moneys paid by the purchaser on account of the purchase price shall be refunded to him in full. Neither party shall be entitled to any compensation from the other party in respect of costs, fees or other expenses paid to or incurred in relation to or arising out of this transaction.

18.24 **If at the time of fit out, items specified in Specification/Inclusion list are not in stock then a similar product of similar value may be fitted.**

☒ **Special condition 19 – Auction**

19.1 The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

19.2 The deposit must be 10% of the purchase price if the property is sold at auction

☒ **Special condition 20 – Guarantee**

If a company purchases the property:

20.1 Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

20.1 The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

☒ **Special condition 21 – Purchaser**

21.1 The Purchaser acknowledges that he has inspected the property and chattels prior to the day of sale. He agrees that he is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. He agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

21.2 The Purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the date of sale.

21.3 The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended).

21.4 The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims demands in respect thereof.

21.5 The Purchaser acknowledges The Land is sold subject to any restriction as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the Purchaser shall not make any requisition

21.6 The Purchaser hereby agrees to indemnify and will keep indemnified at all times hereafter the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract and/or any substitute contract and/or the Instrument of Transfer of Conveyance of the land. This special condition shall not merge on completion of this contract.

☒ **Special condition 22 – Purchaser as Trustee**

22.1 If the Purchaser enters into this contract as trustee, the Purchaser:
(a) is bound by this contract both as trustee and in its personal capacity;
(b) must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the Purchaser under this contract
(c) must if the Vendor demands it, assign to the Vendor the Purchaser's rights of indemnity as against the assets of the trust;
(d) warrants that:
(i) it has the power and authority to enter into this contract and bind the trust; and
(ii) entry into this contract is due administration of the trust; and
(e) must provide a copy of the trust instrument to the Vendor within 2 business days of request.

☒ **Special condition 23 – Land tax if settlement delayed**

(a) If settlement is delayed at the Purchaser's request or as a result of the Purchaser's breach, and as a result settlement of this contract takes place on a date that is after 31 December, whether that date is in the year immediately following the original Settlement Date or in the following years then:

(i) the Purchaser's breach or extension will result in an increase in the Vendor's land tax assessment for the Land Tax Year(s) following the original Settlement Date as a result of the Property continuing to be included in the Vendor's total landholdings in the State of Victoria; and

(ii) the additional land tax that the Vendor will incur in accordance with this Special Condition is a reasonably foreseeable loss or cost incurred by the Vendor as a direct result of the Purchaser's breach or extension of this contract in respect of which the Vendor is entitled to compensation or reimbursement from the Purchaser.

(b) If this Special Condition applies then on the delayed Settlement Date, in addition

to the balance of the Price and any other money payable to the Vendor under this contract, the Purchaser must pay to the Vendor as compensation or reimbursement on account of the additional land tax being incurred by the Vendor, an amount equal to 2.25% of:

(i) the taxable value of the Land (as defined in the Land Tax Act 2005 (Vic)) for each relevant Land Tax Year(s); or

(ii) if there is no separate unimproved value for the Land for any Land Tax Year(s), the amount reasonably determined by the Vendor as the estimated taxable value for the relevant Land Tax Year(s) (being an amount no greater than the Price).

(c) If the additional land tax payable by the Vendor under Special Condition 23(a)(ii) is:

(i) less than the amount paid by the Purchaser under Special Condition 23(b) the Vendor must refund the difference to the Purchaser; or

(ii) more than the amount paid by the Purchaser under Special Condition 23(b), the Purchaser must pay the difference to the Vendor,

within 7 days of being served with a written demand for payment from the other party.

☒ **Special condition** 24 **– Stamp Duty Indemnity**

The Purchaser hereby agrees to indemnify and will keep indemnified at all times hereafter the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract and/or any substitute contract and/or the Instrument of Transfer of Conveyance of the land. This special condition shall not merge on completion of this contract.

☒ **Special condition 25 – Stamp Duty: Purchasers Buying Unequal Interests**

25.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the Date of Sale the proportions in which they are buying the Property (the proportions).

25.2 If the proportions recorded in the transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed under the Duties Act 2000 as a result of the variation.

25.3 This Special Condition will not merge on completion.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

1.1. The purchaser buys the property subject to:

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

(b) any reservations in the crown grant; and

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

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

1.3. In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.

2.2. 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.

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

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

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

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

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

2.6 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

3.2 The purchaser may not:

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

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

4. Services

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

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

8.1 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.

8.2 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 8.4, 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.

8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
(a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
(b) Keep the date of birth of the vendor secure and confidential.

8.4 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.

8.5 Subject to general condition 8.6, 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.

8.6 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 8.5 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.

8.7 A release for the purposes of general condition 8.4(a) must be in writing.

8.8 A release for the purposes of general condition 8.4(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.

8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

8.10 In addition to ensuring that a release is received under general condition 8.4(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.

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

8.12 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 8.11.

8.13 If settlement is delayed under general condition 8.12 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.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

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

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

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

11. Payment

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) up to $1,000 in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

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

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

12. Stakeholding

12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable 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 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 S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

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

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.
However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

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

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

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

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

14. Loan

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

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

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

15. Adjustments

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

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

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
- (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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.

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

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

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

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

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

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

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

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

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

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

24. Loss or damage before settlement
24.1 The vendor carries the risk of loss or damage to the property until settlement.
24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach
A party who breaches this contract must pay to the other party on demand:
(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
(b) any interest due under this contract as a result of the breach.

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

27. Default notice
27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
27.2 The default notice must:
(a) specify the particulars of the default; and
(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
(i) the default is remedied; and
(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;

   (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and

   (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted 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.

2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.

3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.

4. A reference to a party includes that party's successors, transferees and assigns.

5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: MULIJONO DASAAD AND ERIAWATY TAN

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:
Dated:
Property: 701/495 RATHDOWNE STREET, CARLTON
Certificate of Title: Volume 11862 Folio 636

Guarantor: Name: .....

Address: .....

Name: .....

Address: .....

DATED: this day of 2022

SIGNED SEALED AND DELIVERED by the said)
)
) ……....
Print Name ……..) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness ……..)

SIGNED SEALED AND DELIVERED by the said)
)
) ……....
Print Name ……..) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness ……..)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

(04/10/2016)

- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

701/495 Rathdowne Street, Carlton VIC 3053

(Property)

VENDOR STATEMENT

Vendor: Mulijono Dasaad and Eriawaty Tan

LN CONVEYANCING
39 Mckenzie Crescent
Hoppers Crossing VIC 3029

Tel: 03 9687 9701
Fax:
Email: luongn@lnconveyancing.com.au
Ref: LN:S:638:22

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: 701/495 Rathdowne Street, Carlton VIC 3053

Vendor: Mulijono Dasaad and Eriawaty Tan

Mulijono Dasaad

Vendor's signature

07 November 2022

Date

Vendor: Eriawaty Tan

Vendor's signature

07 November 2022

Date

Purchaser: Patrick Adrian Coppel

Purchaser's signature

_____/_____/20_____

Date

Purchaser:

Purchaser's signature

_____/_____/20_____

Date

1. FINANCIAL

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

☒ Are contained in the attached certificate(s).

☒ Their total does not exceed: $8,000

☐ Their amounts are:

Authority	Amount	Interest (if any)

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

☒ Nil, so far as the vendor(s) are aware.

☐ As attached

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.

☐ As attached

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.

☐ "Additional Vendor Statement" is attached.

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.

☐ "Additional Vendor Statement" is attached.

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.

☐ Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

☐ Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:
Type of policy:
Policy number:
Expiry Date:
Amount insured:

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.

☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:
Policy number:
Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

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.

☐ Is as follows:

☐ Not applicable.

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

☐ In the attached copies of title document/s.

☐ As follows:

☐ Not applicable.

☒ Nil, so far as the vendor(s) are aware.

3.2 **Road Access**

There is:

☒ access to the property by road

☐ NO access to the property by road

3.3 **Designated Bushfire Prone Area**

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

☐ IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

☒ Attached is a certificate/property report with the required specified information.

☐ The Planning Scheme information required to be provided is as follows:

Name of planning scheme: Planning Scheme
Name of responsible authority:
Zoning of the land:
Name of planning overlay:

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.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

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:

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

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:

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

5. BUILDING PERMITS

5.1 **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):

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

6. OWNERS CORPORATION

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

☐ Not applicable.

☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

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

☐ The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

☒ GAIC (and Section 7) is NOT applicable on the sale of this property.

☐ GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 **Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

(a) ☐ The land is NOT to be transferred under the agreement
☐ The land IS to be transferred under the agreement

(b) ☐ The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
☐ The land IS land on which the works are to be carried out under the agreement (other than Crown Land)

(c) ☐ The land is NOT land in respect of which a GAIC is imposed
☐ The land IS land in respect of which a GAIC is imposed

7.2 **GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.
Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

☐ Any certificate of release from liability to pay a GAIC
☐ Any certificate of deferral of the liability to pay the whole or part of a GAIC
☐ Any certificate of exemption from liability to pay a GAIC
☐ Any certificate of staged payment approval
☐ Any certificate of no GAIC liability
☐ Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
☐ A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

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

9. TITLE

9.1 Attached are copies of the following **title documents**:

☒ 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.

☐ General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

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

10. SUBDIVISION

☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

☐ This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 **Unregistered Subdivision**

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

☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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.

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

☐ The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-

☐ attached.
☐ as follows:

☐ The proposals relating to subsequent stages that are known to the vendor are: ☐ attached.
☐ as follows:

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

☐ attached.
☐ as follows:

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.

☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

☐ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS 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.

☐ Are contained in the attached building energy efficiency certificate.

☐ Are as follows:

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.

☐ Is not attached.

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

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

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

VOLUME 11862 FOLIO 636

Security no : 124101229943G
Produced 17/10/2022 06:31 PM

LAND DESCRIPTION

Lot 701N8 on Plan of Subdivision 627030V.
PARENT TITLE Volume 11267 Folio 889
Created by instrument PS627030V Stage 8 22/03/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DASAAD MULIJONO
ERIAWATY TAN both of 701/495 RATHDOWNE STREET CARLTON VIC 3053
AQ105939N 02/08/2017

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.

DIAGRAM LOCATION

SEE PS627030V 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 701 LEVEL 7 495 RATHDOWNE STREET CARLTON VIC 3053

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 7 PLAN NO. PS627030V

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	**PS627030V**
Number of Pages (excluding this cover sheet)	**52**
Document Assembled	**20/10/2022 12:18**

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

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

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 1 of 52

PLAN OF SUBDIVISION

LV use only
EDITION 12

Plan Number
PS 627030V

Location of Land

Parish: JIKA JIKA

Township: –

Section: 69A

Crown Allotment: 1(PT), 2–24(B.I.) & PART FORMER GOVERNMENT ROAD

Title Reference: V.9714 F.123, V.8922 F. 135 & V.9067 F.885.

Last Plan Reference: TP897100C, TP644602Q & TP837652C

Postal Address: (at time of subdivision) 473–545 & 481–495 RATHDOWNE STREET, 131–161 PRINCES STREET, 480–538 DRUMMOND STREET & 1–13 COLGAN STREET CARLTON VIC 3053

MGA 94 Co-ordinates (of approx. centre of land in plan) E 321 300 N 5 815 150 Zone: 55

Council Name: MELBOURNE CITY COUNCIL
Council Ref: SA–2009–138

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
R1, R2, R3 & R4	MELBOURNE CITY COUNCIL
RESERVE No.1	MELBOURNE CITY COUNCIL

Notations

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

Survey This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) **316 & 313**
In Proclaimed Survey Area No. –

Depth Limitation DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
INTERIOR FACE: ALL BOUNDARIES

AS TO THE LAND CONTAINED IN SHEETS 17 TO 30 AND 37:
COMMON PROPERTY No.4 IS ALL THE LAND IN THIS PLAN (RELEVANT SHEETS) EXCEPT LOTS, COMMON PROPERTY No.5 & No.6 AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.
ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THESE SHEETS ARE CONTAINED IN COMMON PROPERTY No.4 UNLESS SHOWN OTHERWISE.

THE LOWER BOUNDARY OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) IS THE UPPER SURFACE OF THAT PART OF THE FINISHED PAVEMENT.
THE UPPER BOUNDARY OF THOSE PARTS OF THE LOTS IS 2·10m ABOVE THE LOWER BOUNDARY.

THE LOWER BOUNDARY OF THOSE PARTS OF THE LOTS MARKED WITH AN HASH MARK (#) IS THE UPPER SURFACE OF THAT PART OF THE FINISHED PAVEMENT.
THE UPPER BOUNDARY OF THOSE PARTS OF THE LOTS IS 1·90m ABOVE THE LOWER BOUNDARY.

AS TO THE LAND CONTAINED IN SHEETS 39 TO 51:
COMMON PROPERTY No.7 IS ALL THE LAND IN PLAN (RELEVANT SHEETS) EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.
ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THESE SHEETS ARE CONTAINED IN COMMON PROPERTY No.7 UNLESS SHOWN OTHERWISE.

AS TO ALL OTHER IN SHEETS:
COMMON PROPERTY No.1 IS ALL THE LAND IN PLAN EXCEPT LOTS, COMMON PROPERTY No.2 & No.3 AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.
ALL STRUCTURAL COLUMNS, SLABS, BEAMS, DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE IN COMMON PROPERTY No. 7 UNLESS SHOWN OTHERWISE.

CP No.1 - COMMON PROPERTY No.1
CP No.2 - COMMON PROPERTY No.2
CP No.3 - COMMON PROPERTY No.3
CP No.4 - COMMON PROPERTY No.4
CP No.5 - COMMON PROPERTY No.5
CP No.6 - COMMON PROPERTY No.6
CP No.7 - COMMON PROPERTY No.7
PT - PART
P - PROJECTION (PROJECTION OF UNDERSIDE OF CEILING FOR SECTION H - H')
T - TERRACE
B - BALCONY
/////////// DENOTES STRUCTURE (NON BOUNDARY)

THE LAND MARKED 'X' HAS A RIGHT OF CARRIAGEWAY OVER THE LAND MARKED 'ROAD' ON TP897100C

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.

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

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

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 26685 VERSION

DWG

Sheet 1 of 51 sheets

Original sheet size A3

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

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 2 of 52

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 627030V

Easement Information

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

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	GAS TRANSMISSION	1·83	INSTRUMENT C75166	GAS & FUEL CORPORATION OF VICTORIA
E-1	GAS TRANSMISSION PIPELINE	1·83	THIS PLAN	VIC GAS DISTRIBUTION PTY. LTD.
E-2	GAS TRANSMISSION	SEE DIAG.	INSTRUMENT C75166	GAS & FUEL CORPORATION OF VICTORIA
E-2	SUPPLY OF ELECTRICITY	SEE DIAG.	LP73235	LOTS ON LP73235
E-2	GAS TRANSMISSION PIPELINE	SEE DIAG.	THIS PLAN	VIC GAS DISTRIBUTION PTY. LTD.
E-3	SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD.
E-4	SUPPLY OF ELECTRICITY	SEE DIAG.	LP73235	LOTS ON LP73235
E-5	DRAINAGE & SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-5	FOOTWAY	SEE DIAG.	THIS PLAN	THE PUBLIC
E-6	SUPPLY OF ELECTRICITY	SEE DIAG.	LP73235	LOTS ON LP73235
E-6	DRAINAGE & SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-6	FOOTWAY	SEE DIAG.	THIS PLAN	THE PUBLIC
E-7	DRAINAGE & SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-7	SUPPLY OF ELECTRICITY	SEE DIAG.	LP73235	LOTS ON LP73235
E-9	DRAINAGE & SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-9	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD.
E-10	SUPPLY OF ELECTRICITY	SEE DIAG.	LP73235	LOTS ON LP73235
E-10	DRAINAGE & SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-10	FOOTWAY	SEE DIAG.	THIS PLAN	THE PUBLIC
E-10	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD.
E-11	SUPPLY OF ELECTRICITY	SEE DIAG.	LP73235	LOTS ON LP73235
E-11	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD.
E-12	GAS TRANSMISSION	SEE DIAG.	INSTRUMENT C75166	GAS & FUEL CORPORATION OF VICTORIA
E-12	GAS TRANSMISSION PIPELINE	SEE DIAG.	THIS PLAN	VIC GAS DISTRIBUTION PTY. LTD.
E-12	SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-12	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD.
E-13	DRAINAGE & SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-14	DRAINAGE & SEWERAGE	SEE DIAG.	LP73235	LOTS ON LP73235
E-14	FOOTWAY	SEE DIAG.	THIS PLAN	THE PUBLIC
E-14	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD.
E-15	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD.
E-16	GAS TRANSMISSION	1·83	INSTRUMENT C75166	GAS & FUEL CORPORTAION OF VICTORIA
E-16	GAS TRANSMISSION PIPELINE	1·83	THIS PLAN	VIC GAS DISTRIBUTION PTY. LTD.
E-16	SEWERAGE	1·83	THIS PLAN	CITY WEST WATER LTD.
E-17	POWER SUPPLY (UNDERGROUND)	SEE DIAG.	INSTRUMENT AG906185L	CITIPOWER PTY.
E-21	SEWERAGE	SEE DIAG.	THIS PLAN (STAGE 2)	CITY WEST WATER LTD.
E-22	AIR SUPPLY (LIMITED IN HEIGHT TO BETWEEN GROUND FLOOR SLAB & 2.1 m ABOVE)	SEE DIAG.	THIS PLAN (STAGE 2)	COMMON PROPERTY No.1
E-23	LIGHT AND AIR (LIMITED IN DEPTH TO RL 35.7m AHD & RL 32.3m AHD) (SEE DIAGRAM & SECTION J-J')	SEE DIAG.	THIS PLAN (STAGE 10)	LOT S16 ON THIS PLAN
E-24	FLOW OF LIGHT AND AIR	SEE DIAG.	AR522133A	LOT S15
A-1	CARRIAGEWAY	SEE DIAG.	UNSPECIFIED	LAND MARKED 'X' ON THIS PLAN

Sheet 2

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685003 23/03/10 VERSION M

DWG 668500BM

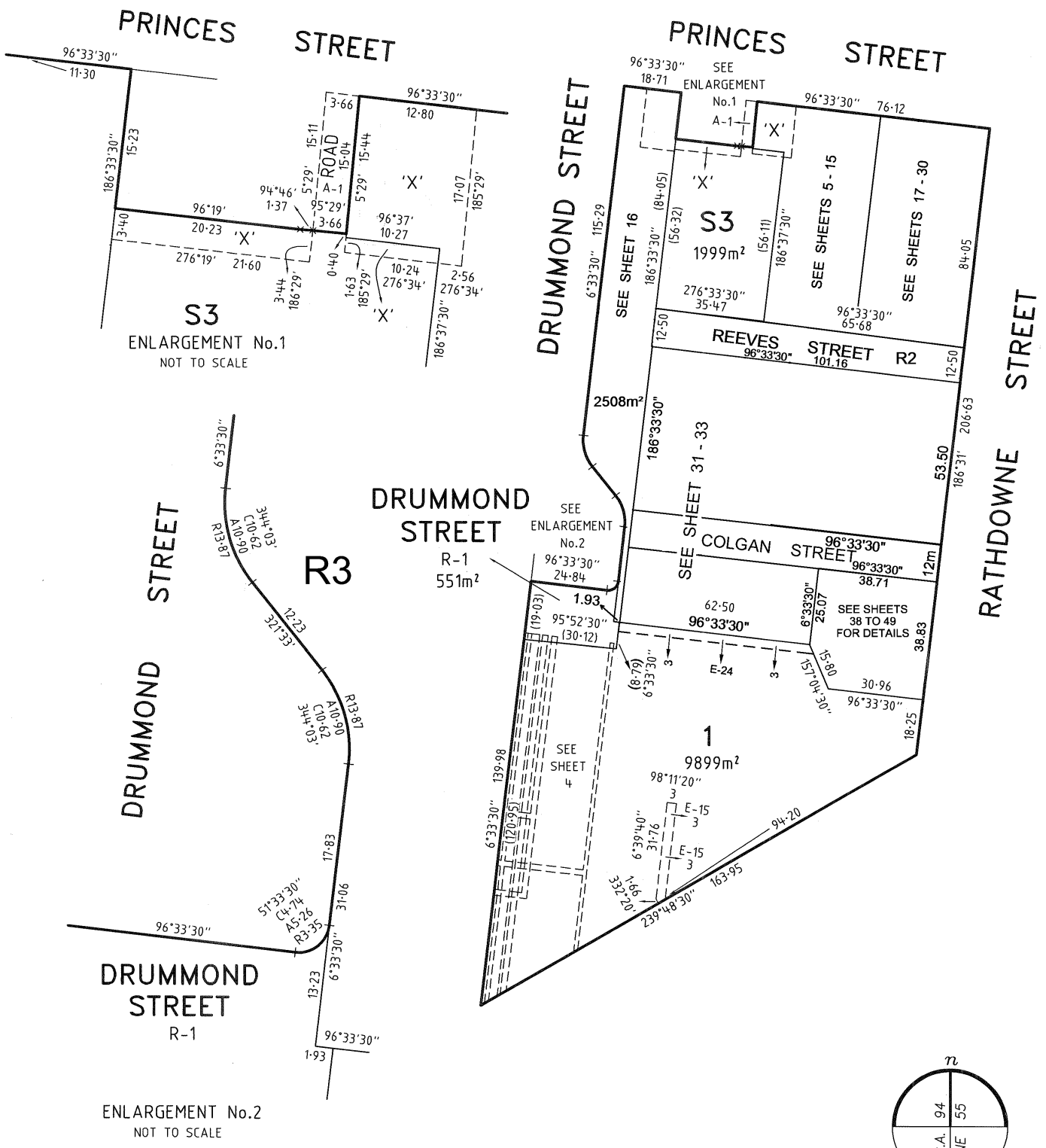
DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 3 of 52

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 627030V



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet 3

ORIGINAL

SCALE 1:1250 | SHEET SIZE A3

SCALE 12·5 0 25 50

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685003

DWG 668500BM 23/03/10 VERSION M

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 4 of 52

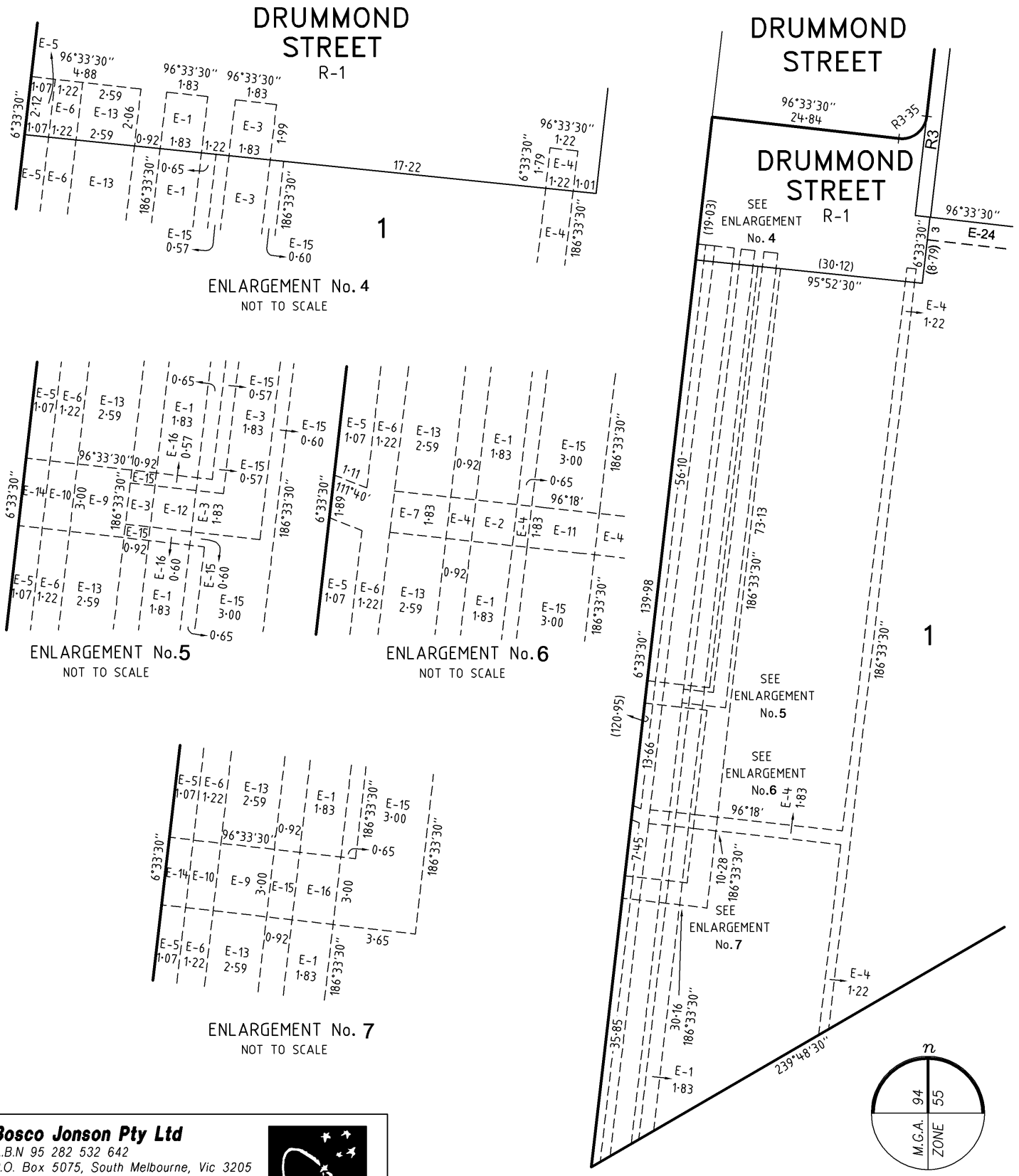
Signed by Council: Melbourne City Council, Original Certification: 02/03/2010, S.O.C.: 02/03/2010

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet 4

ORIGINAL

SCALE 1:500

SHEET SIZE A3

SCALE 5 0 10 20

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685003

DWG 668500BM 16/02/10 VERSION M

DATE / /

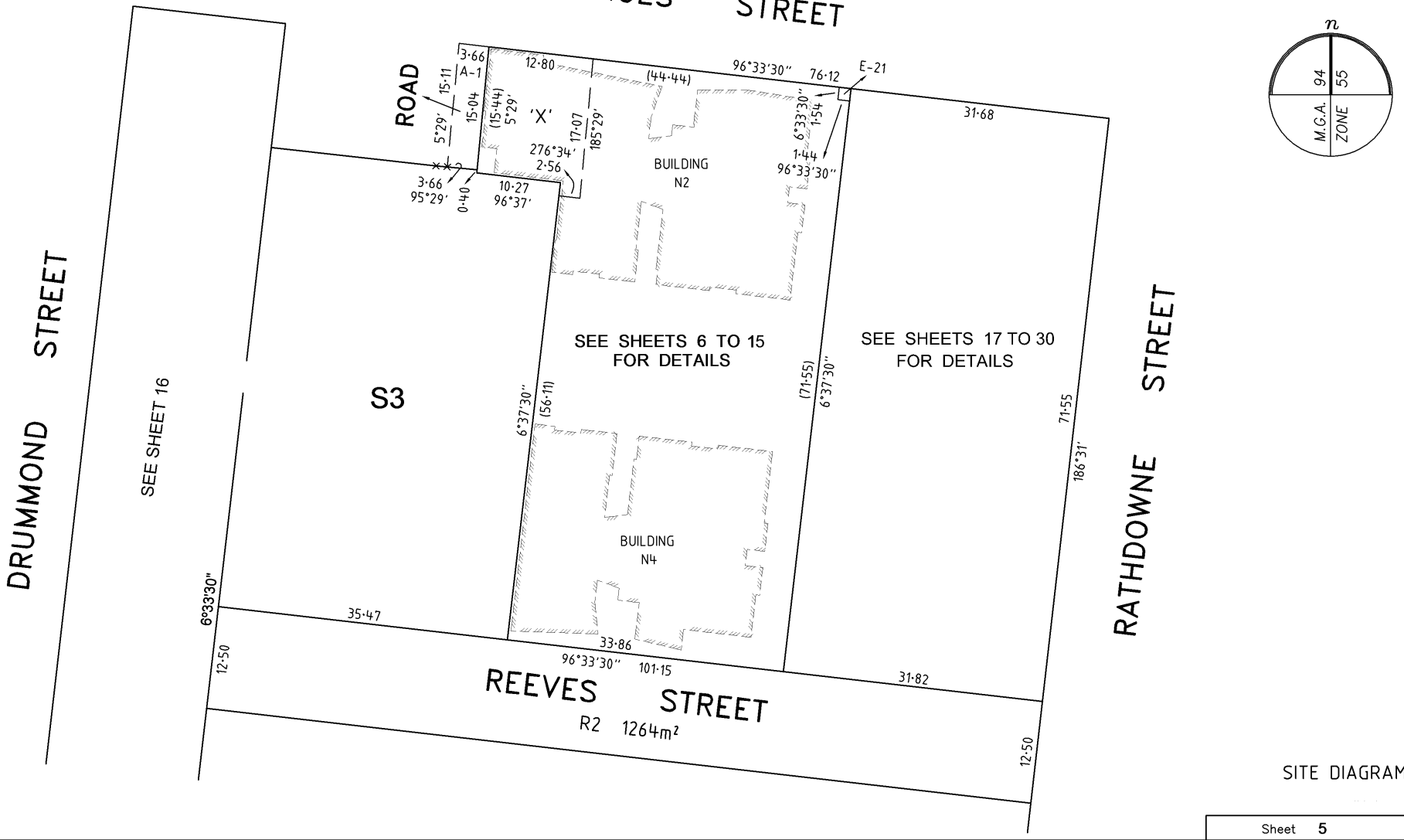
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) 19/02/2010

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 627030V



SITE DIAGRAM

Sheet 5

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:500	A3

SCALE

5 0 10 20

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

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

REF 6942003
DWG 694200AL

31/03/11 VERSION L

. . . . . .

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:18 Page 5 of 52

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

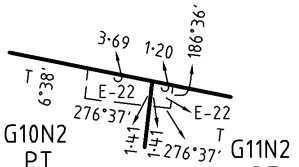
Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 6 of 52

Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

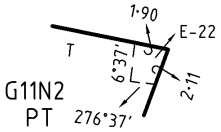
PLAN OF SUBDIVISION

Stage No. -

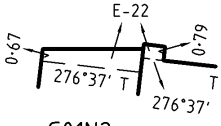
Plan Number **PS 627030V**



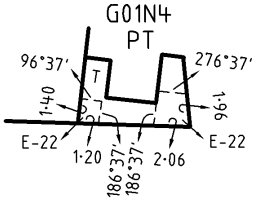
ENLARGEMENT OF LOTS G10N2 & G11N2
(NOT TO SCALE)



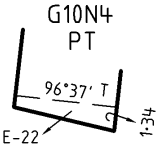
ENLARGEMENT OF LOT G11N2
(NOT TO SCALE)



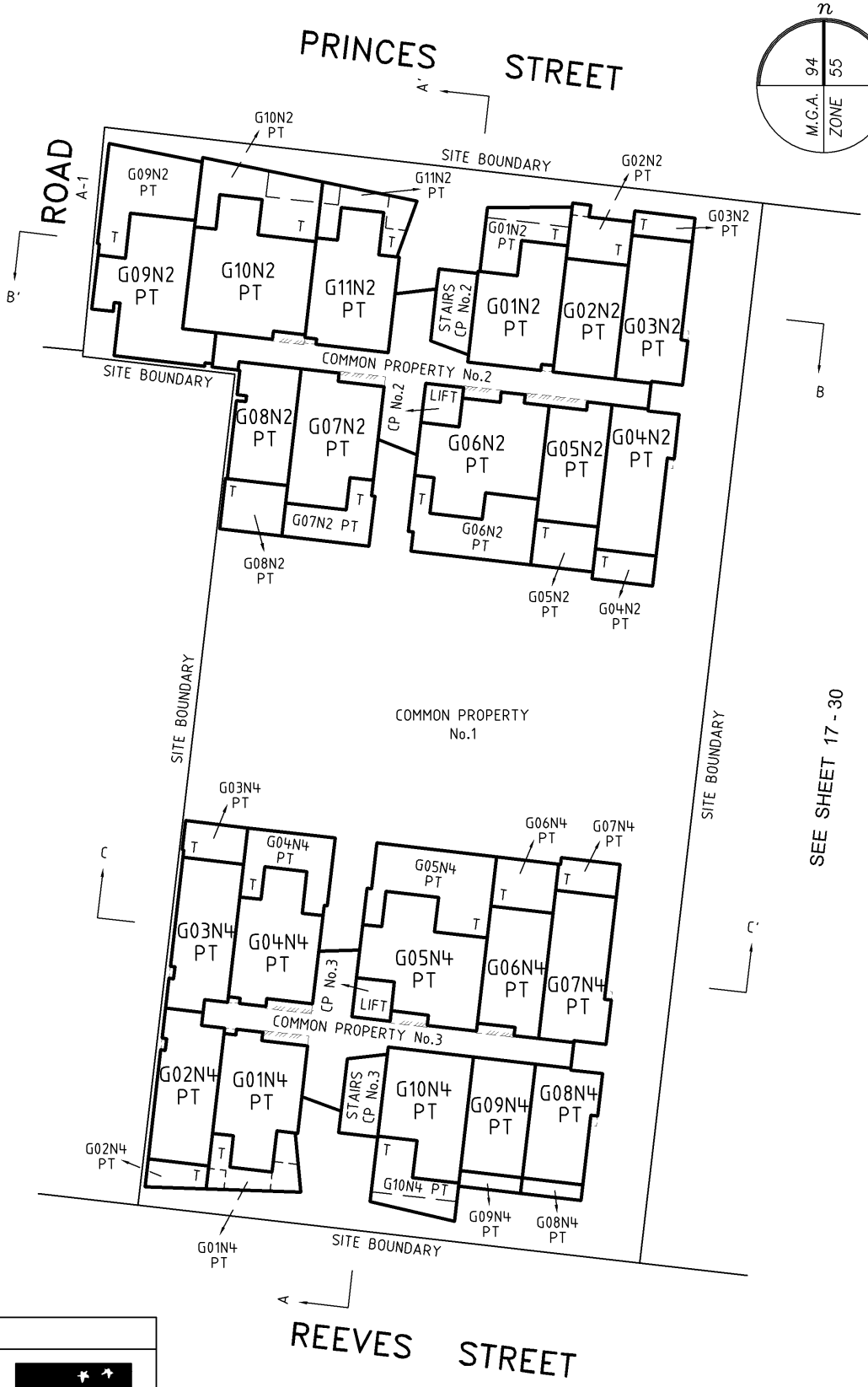
ENLARGEMENT OF LOTS G01N2 & G02N2
(NOT TO SCALE)



ENLARGEMENT OF LOT G01N4
(NOT TO SCALE)



ENLARGEMENT OF LOT G10N4
(NOT TO SCALE)



SEE SHEET 17 - 30

NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

GROUND STOREY

Sheet **6**

ORIGINAL

SCALE 1:300 | SHEET SIZE A3

SCALE 3 0 6 12 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003 DWG 694200AL 31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 7 of 52

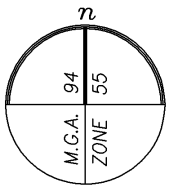
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

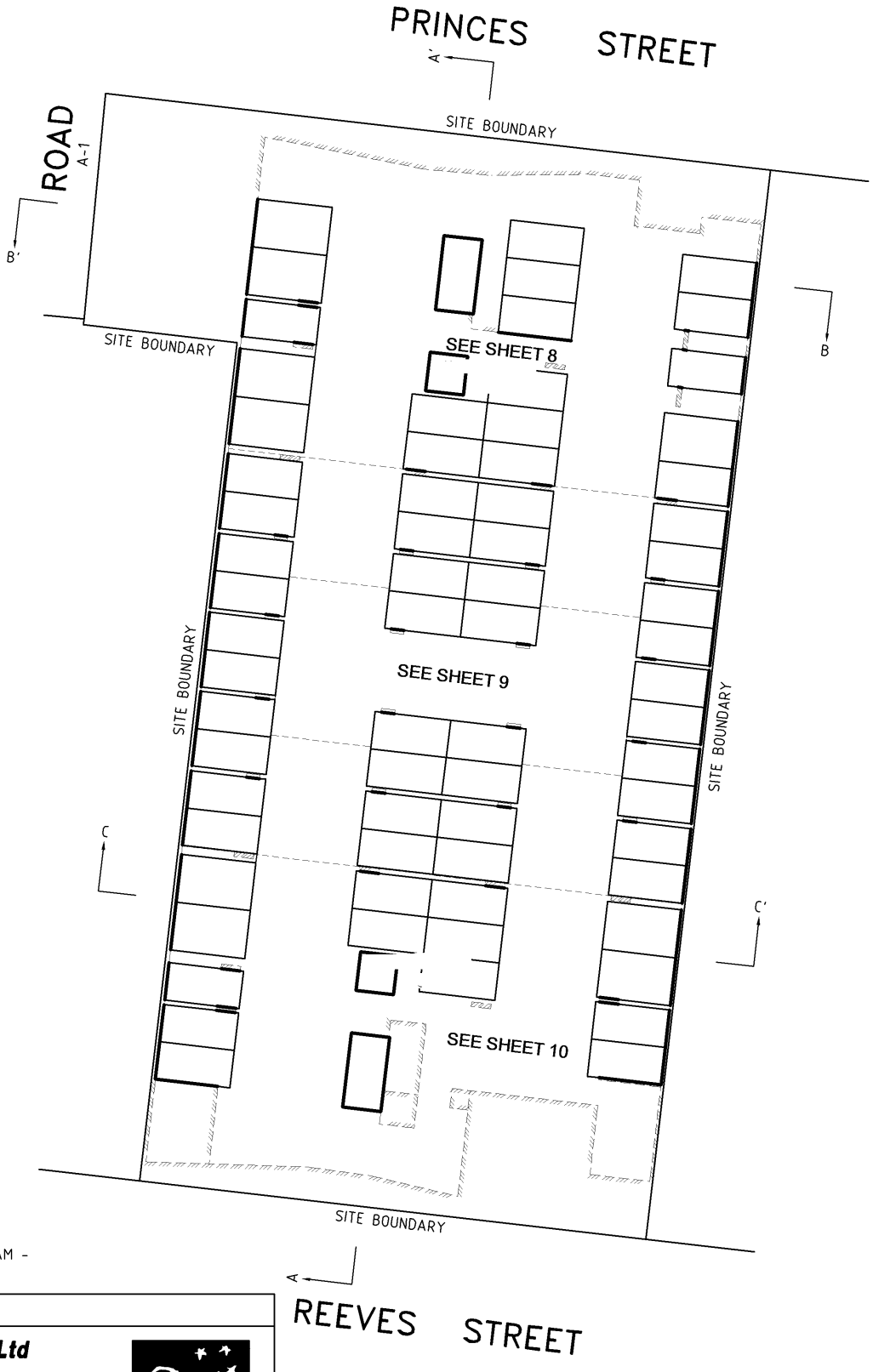
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V





NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL

Sheet **7**

ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003

DWG 694200AL 31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 8 of 52

Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 627030V**

LIVING CARLTON

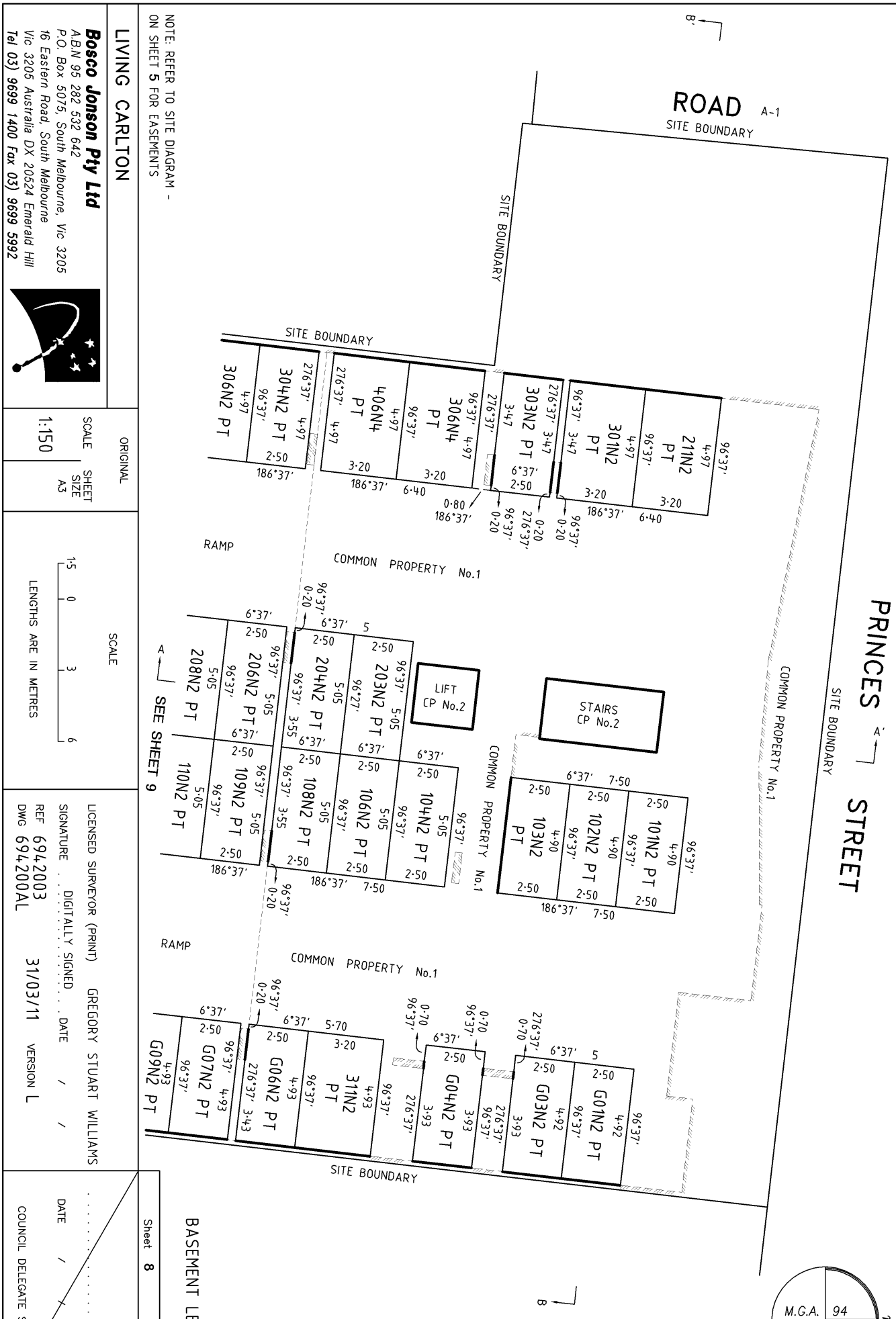
Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE 1:150

SHEET SIZE A3

NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS



SCALE

1:5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

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

REF 6942003

DWG 694200AL 31/03/11 VERSION L

Sheet **8**

BASEMENT LEVEL

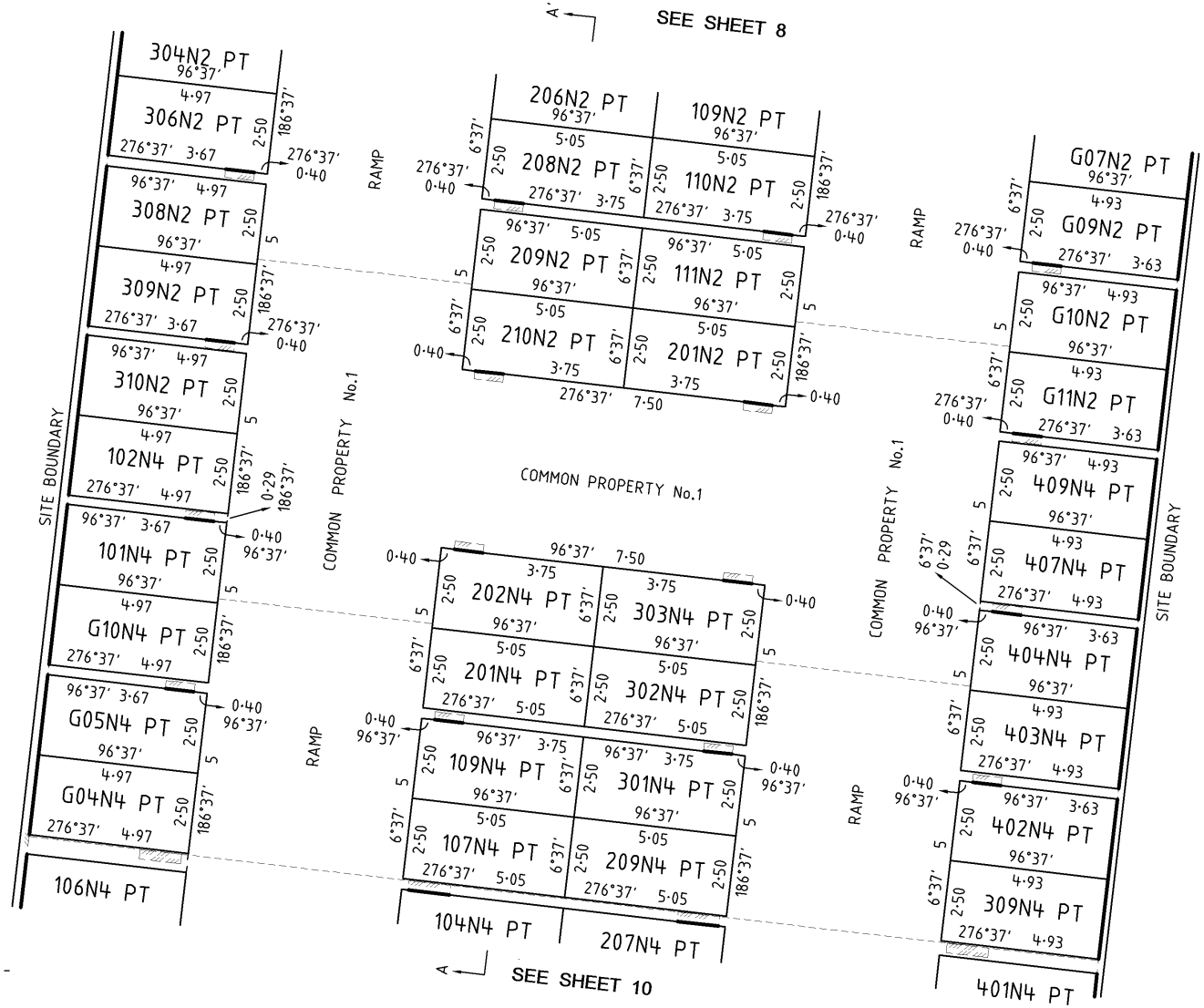
. . . . . DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 627030V



NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

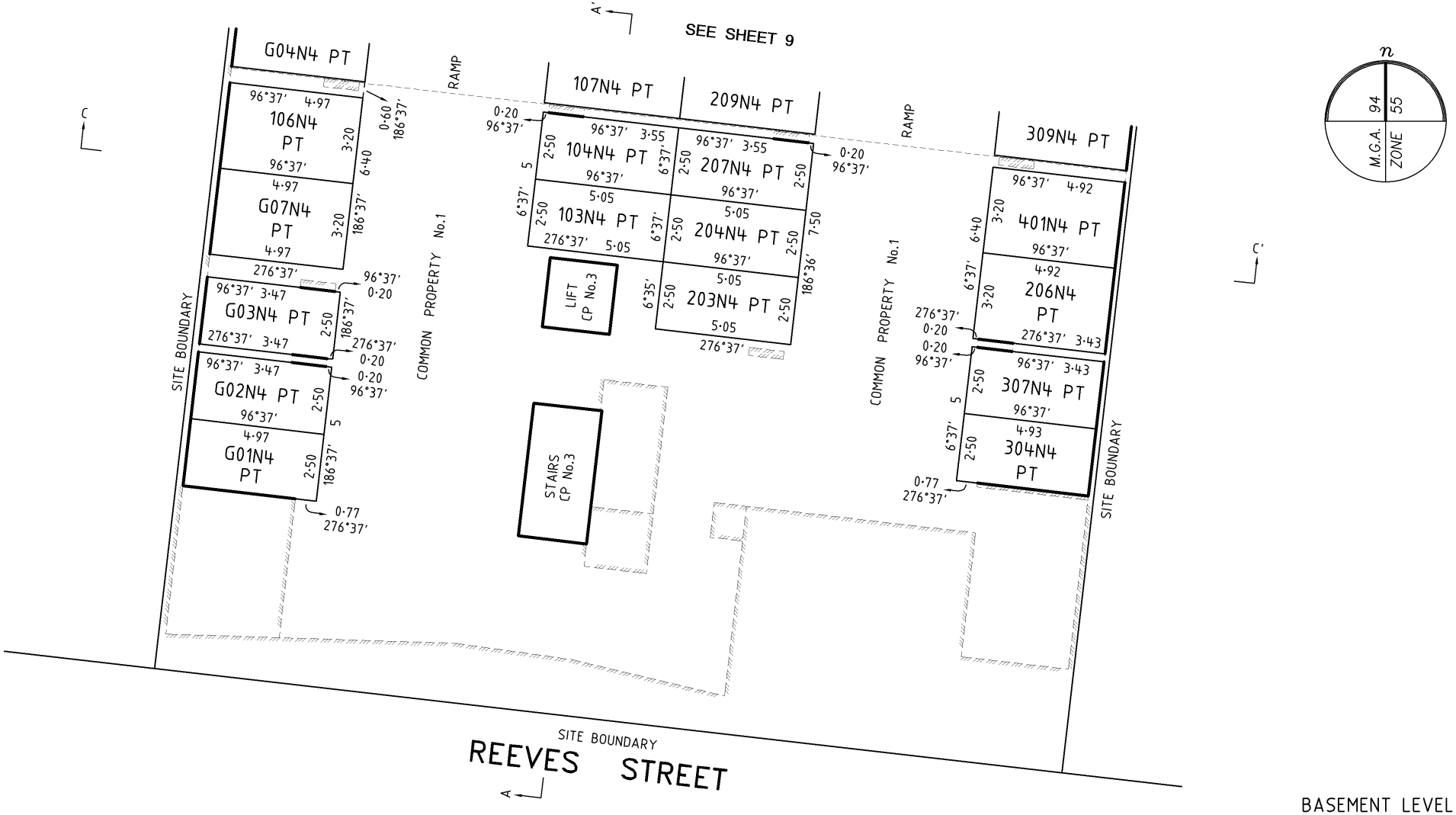
BASEMENT LEVEL

LIVING CARLTON	ORIGINAL	SCALE	Sheet 9
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:150 / SHEET SIZE A3	1·5 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 6942003 DWG 694200AL 31/03/11 VERSION L	DATE / / COUNCIL DELEGATE SIGNATURE

Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 9 of 52
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 627030V



BASEMENT LEVEL

NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

Sheet **10**

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:150	A3

SCALE

1·5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003
DWG 694200AL

31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 20/10/2022 12:18 Page 10 of 52
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 11 of 52

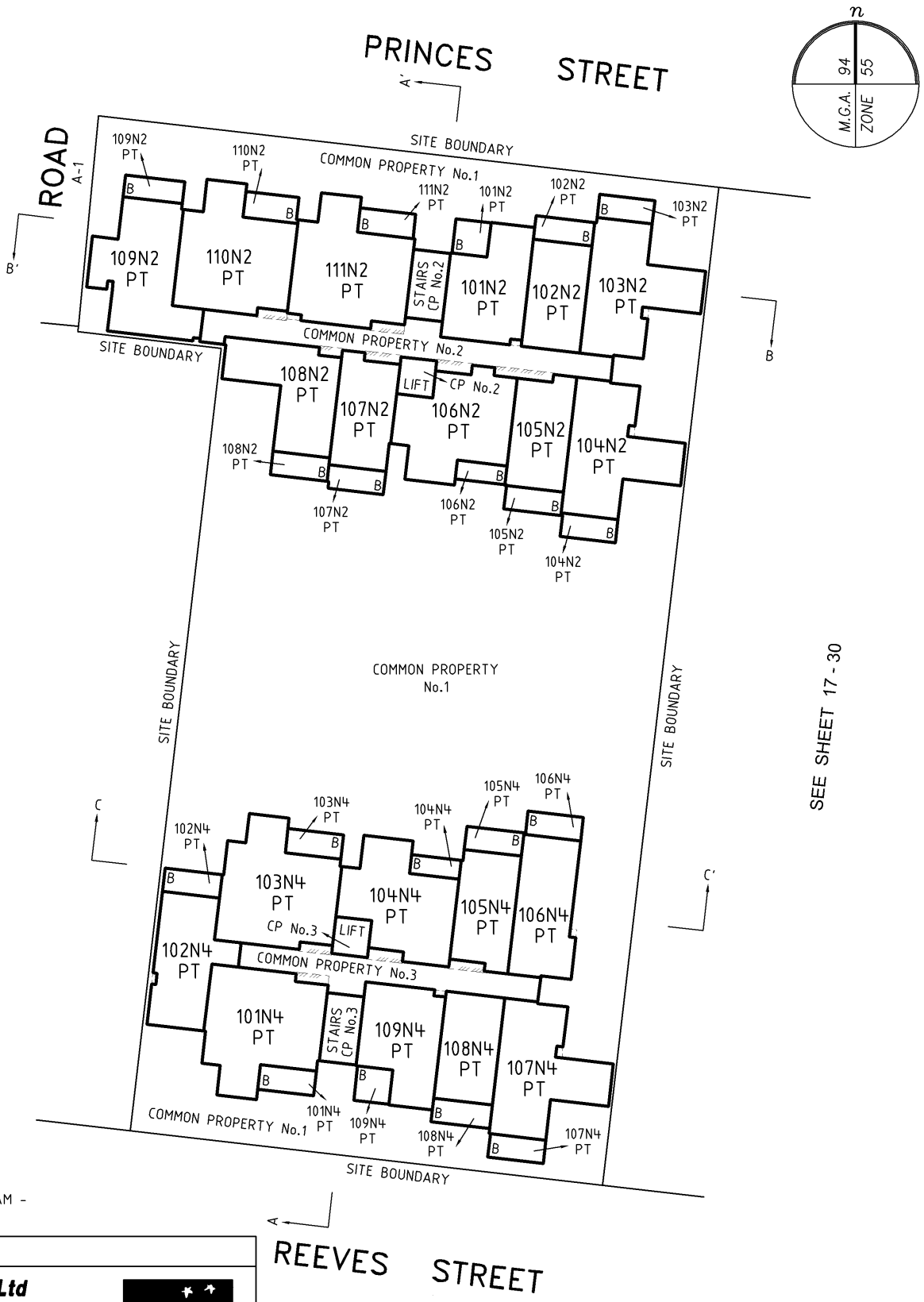
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V



NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

FIRST STOREY

Sheet **11**

ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE 3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003

DWG 694200AL 31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 12 of 52

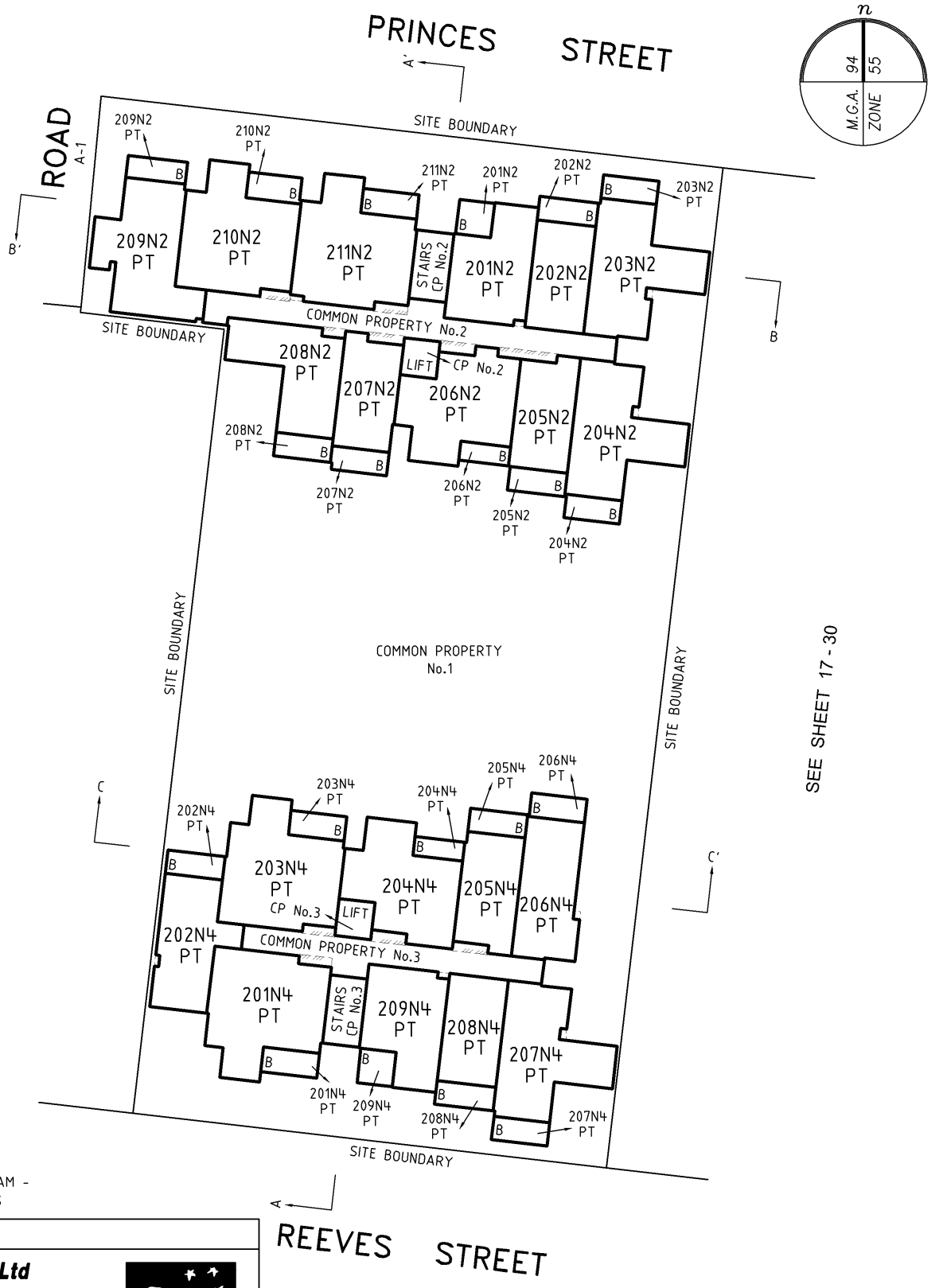
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V



NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

SECOND STOREY

Sheet **12**

ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003

DWG 694200AL 31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 13 of 52

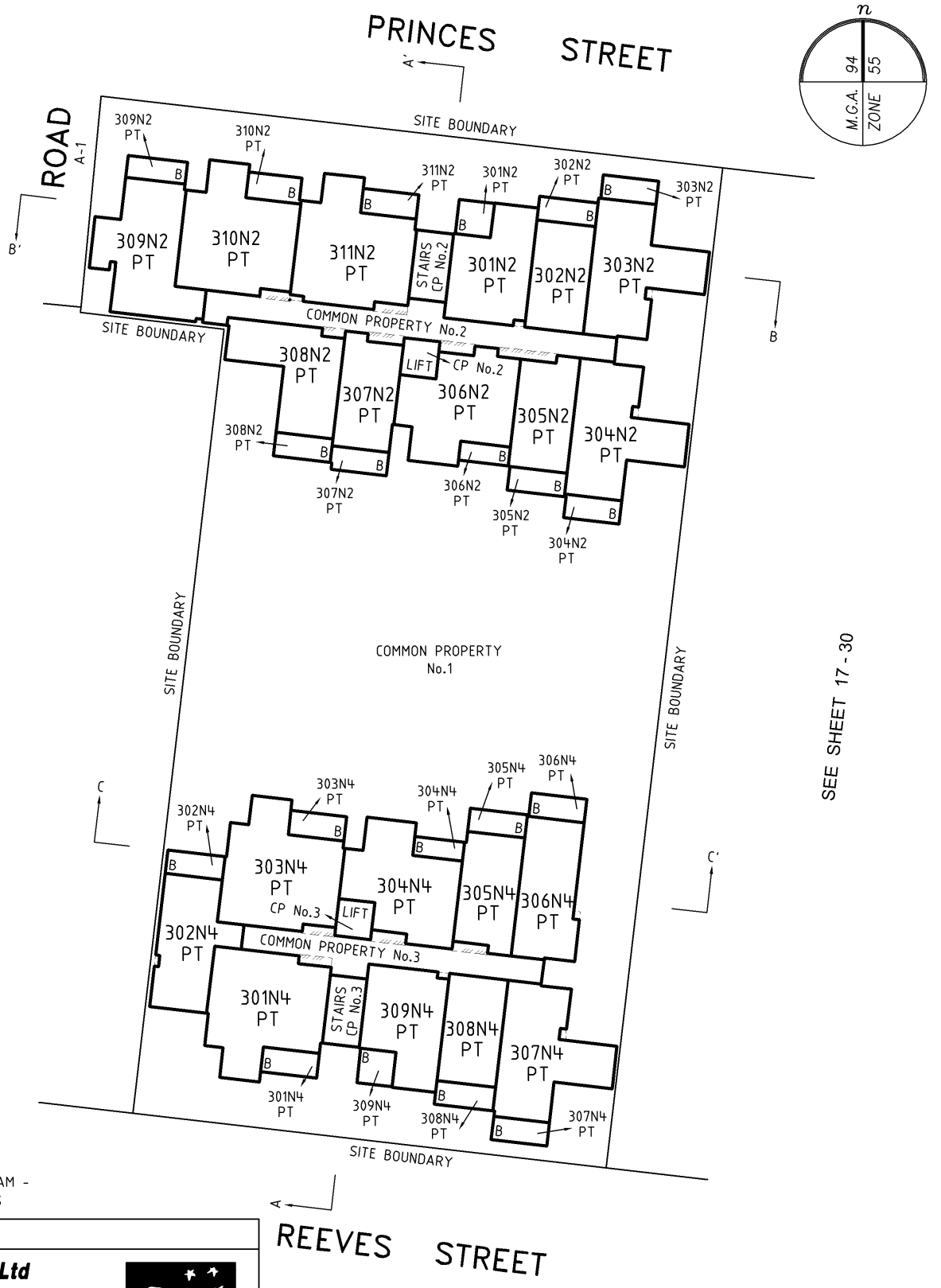
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V



NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

THIRD STOREY

Sheet **13**

ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE 3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003

DWG 694200AL 31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 14 of 52

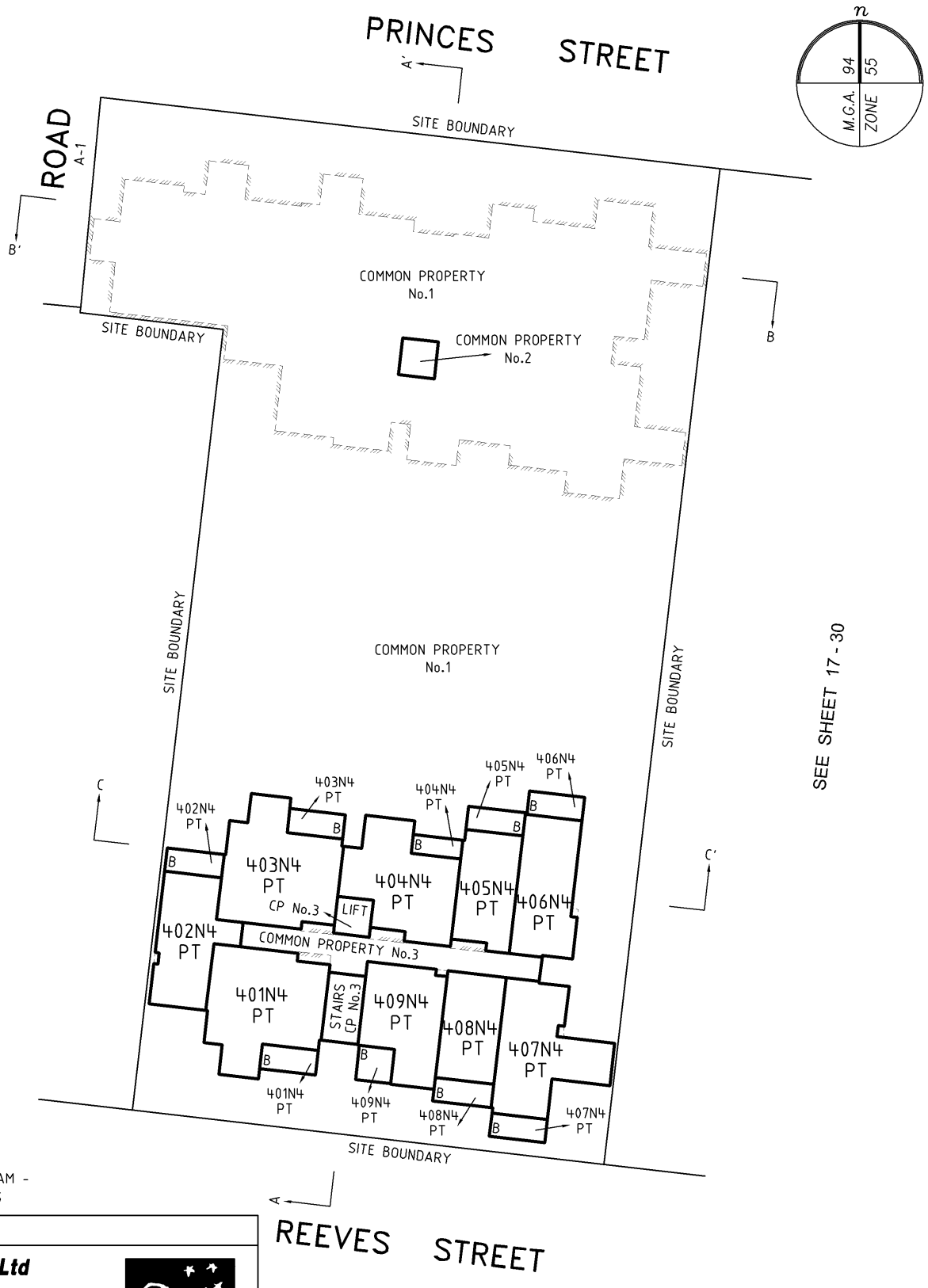
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V



NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

FOURTH STOREY

Sheet **14**

ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE 3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003

DWG 694200AL 31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 15 of 52

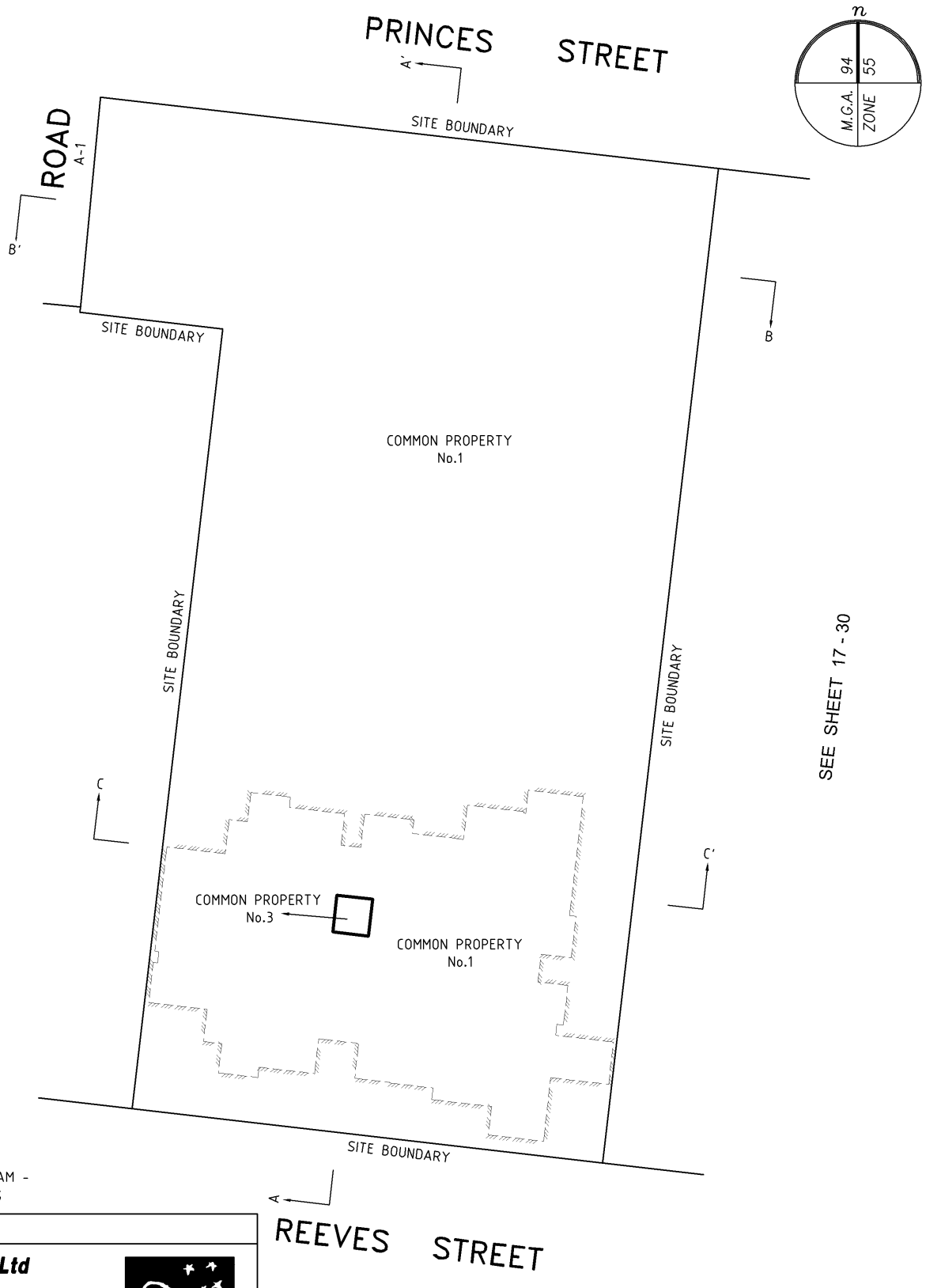
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V



NOTE: REFER TO SITE DIAGRAM - ON SHEET **5** FOR EASEMENTS

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet **15**

ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6942003

DWG 694200AL 31/03/11 VERSION L

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 16 of 52

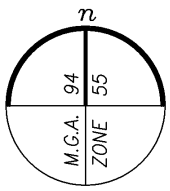
Signed by Council: Melbourne City Council, Council Ref: TP-2011-223, SA-2011-35, Original Certification: 28/07/2011, S.O.C.: 28/07/2011

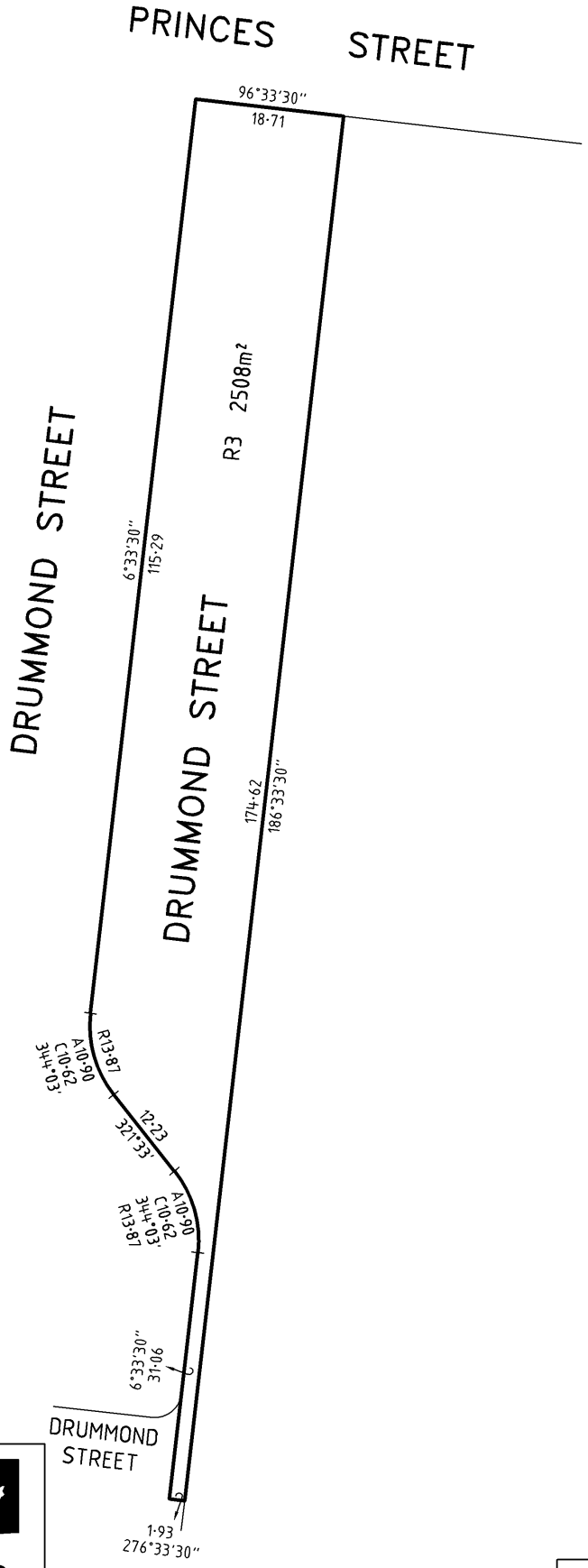
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627030V





Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet 16

ORIGINAL

SCALE 1:600

SHEET SIZE A3

SCALE

6 0 12 24

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685053

DWG 668505AC 06/04/11 VERSION C

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (C) SPEAR Ref S012558V 06/04/2011

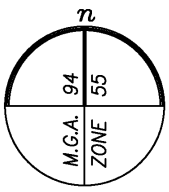
Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 17 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V



D

PRINCES STREET

96°33'30"

31·68

SEE SHEETS 18 TO 30
BASEMENT LEVELS 1 AND 2
GROUND LEVEL, LEVELS 2, 3, 4 AND 5
AND ROOF LEVEL

G

6°37'30"

71·55

71·55

186°31'

G'

RATHDOWNE STREET

31·82

276°33'30"

REEVES STREET

D

LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

SITE DIAGRAM
DIAGRAM 1

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685093
DWG 668509AJ

07/10/14 VERSION J

Sheet 17

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

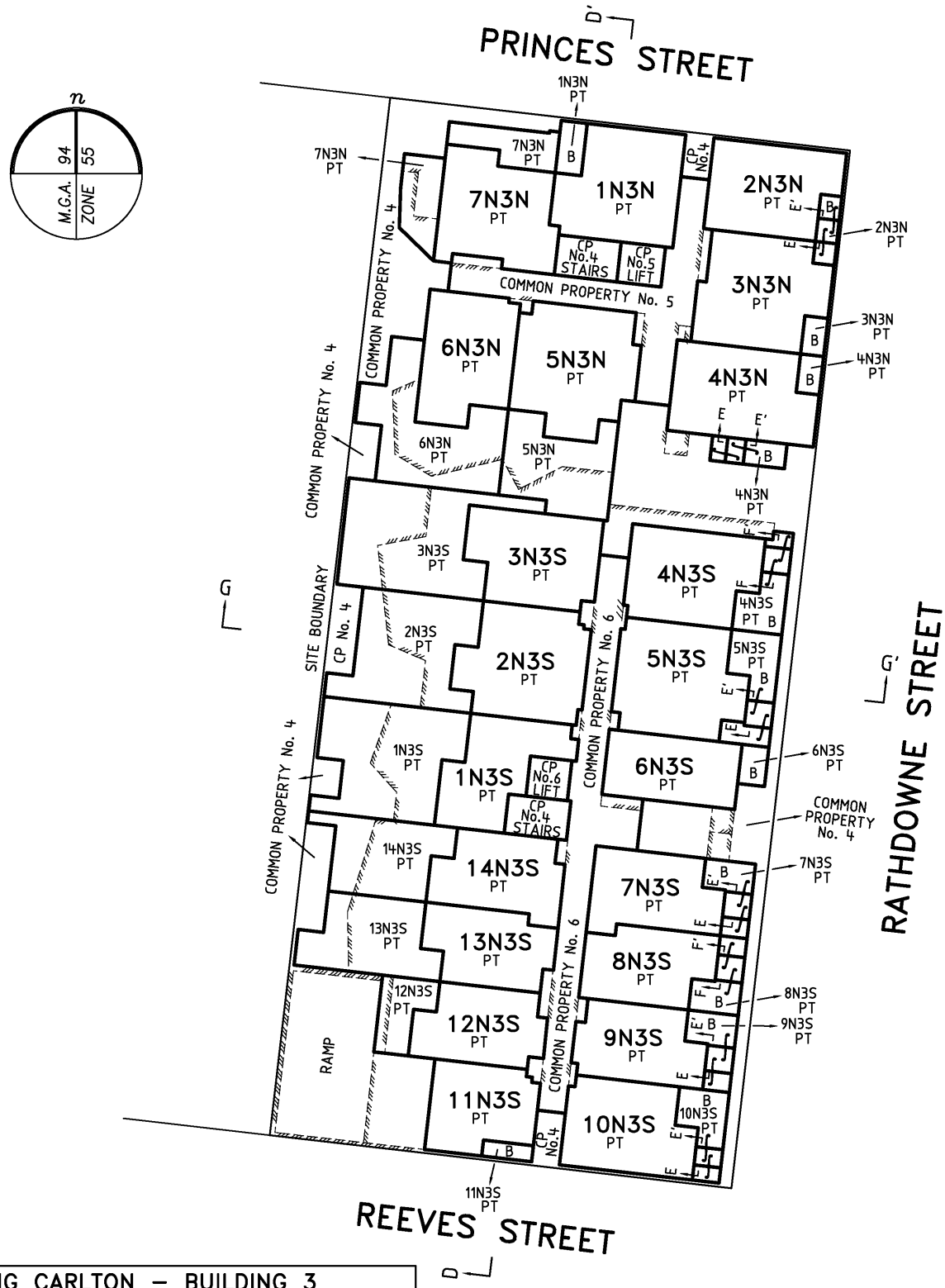
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 18 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V



LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

GROUND LEVEL
DIAGRAM 2

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

Sheet 18

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685093 07/10/14 VERSION J
DWG 668509AJ

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

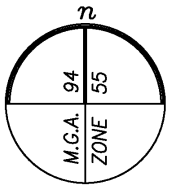
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 19 of 52

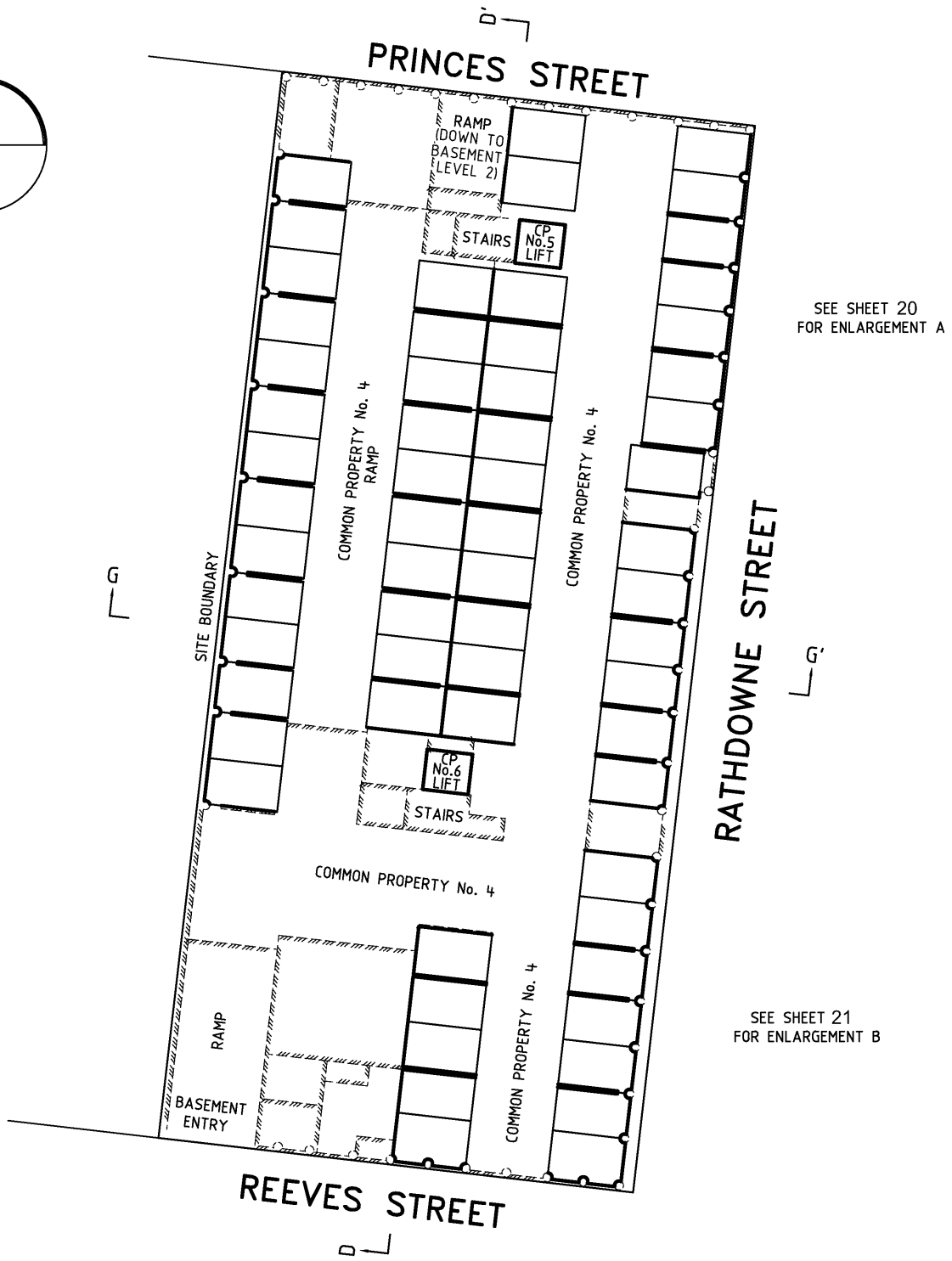
Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V





LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 1
DIAGRAM 3

ORIGINAL		SCALE		Sheet 19
SCALE	SHEET SIZE	3 0 6 12	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:300	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

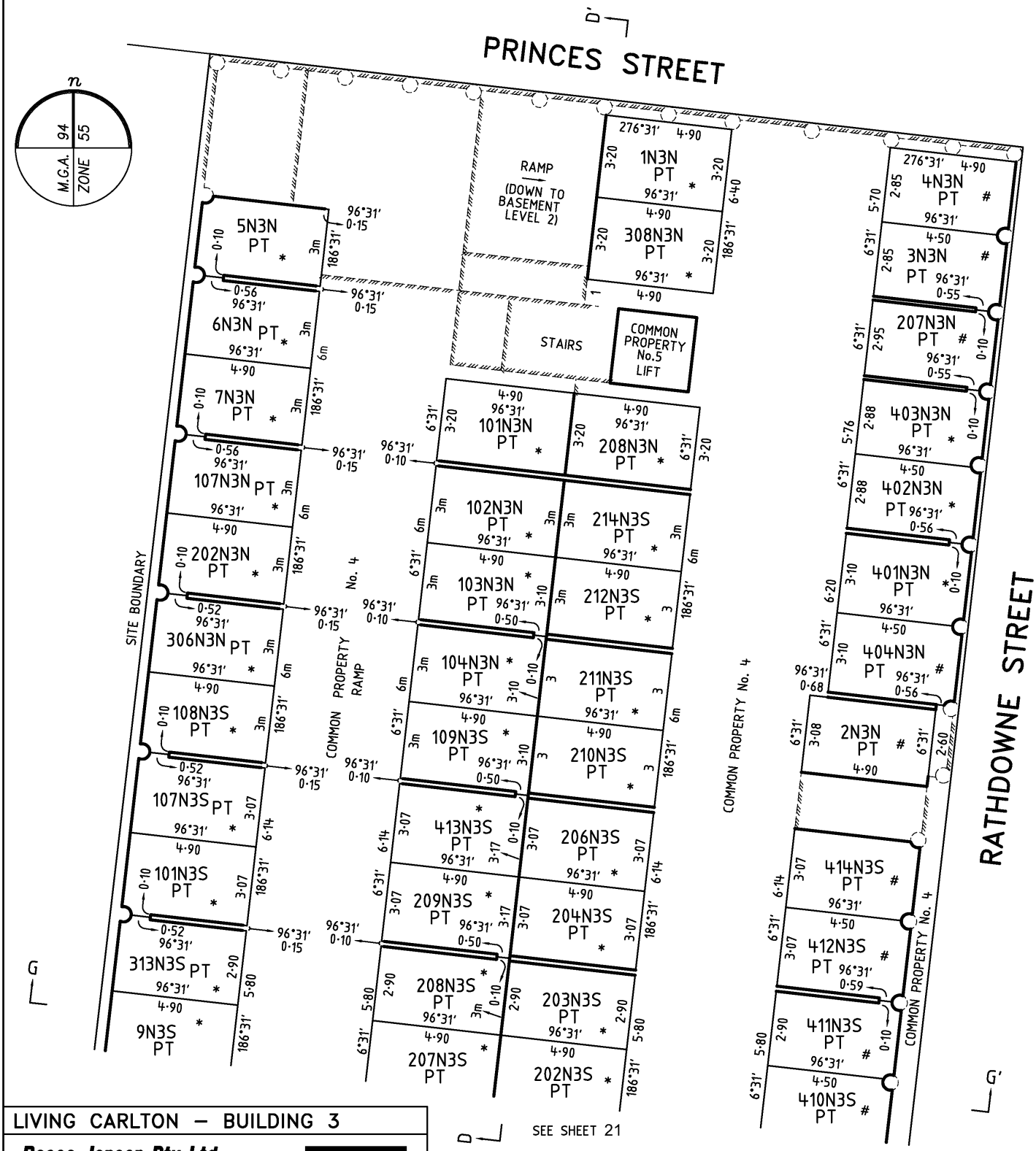
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 20 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V



LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 1 (PART)
ENLARGEMENT A

ORIGINAL		SCALE		Sheet 20
SCALE	SHEET SIZE	1·5 0 3 6	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

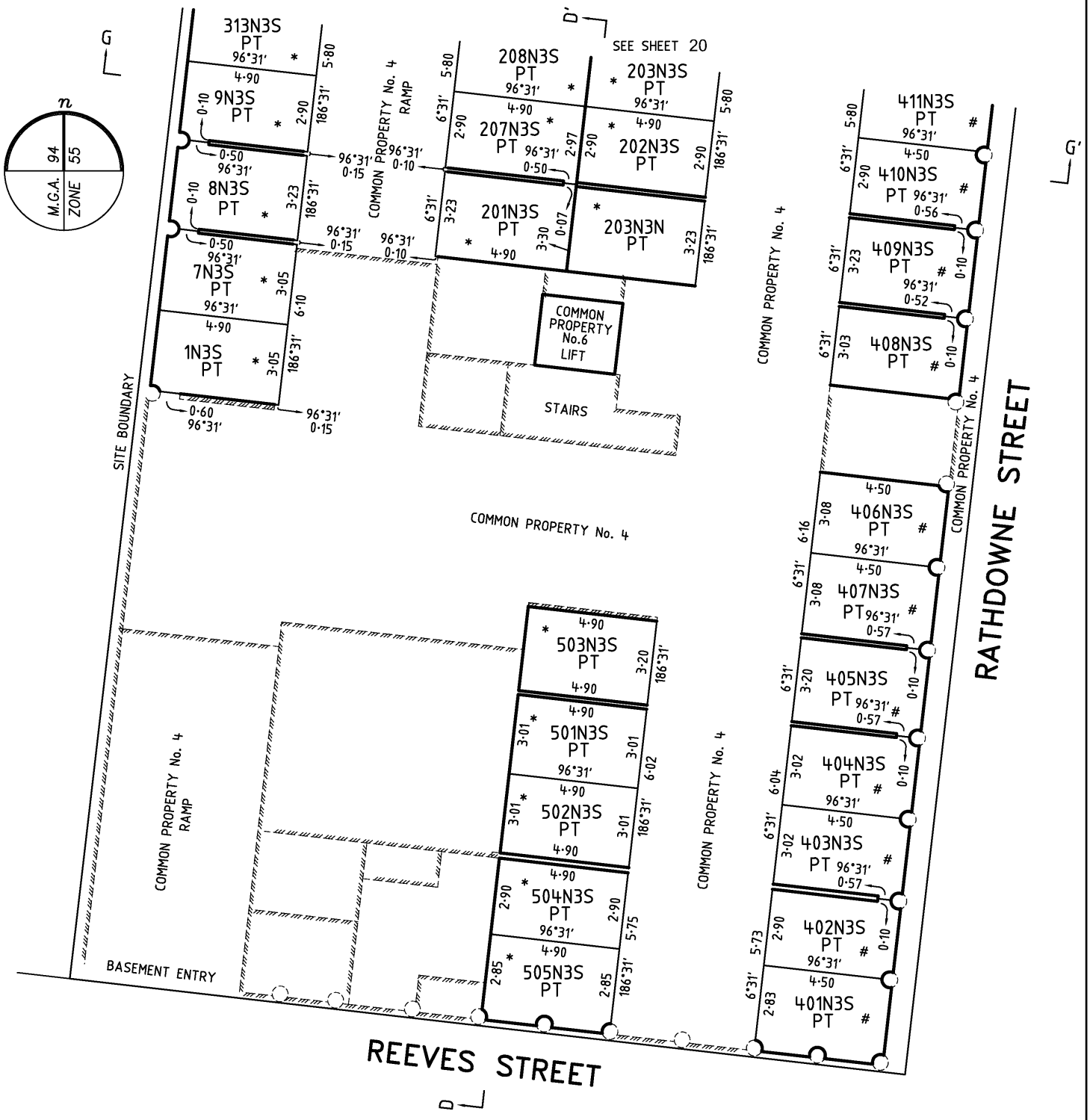
Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 21 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V



LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 1 (PART)
ENLARGEMENT B

ORIGINAL		SCALE		Sheet 21
SCALE	SHEET SIZE	1·5 0 3 6	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

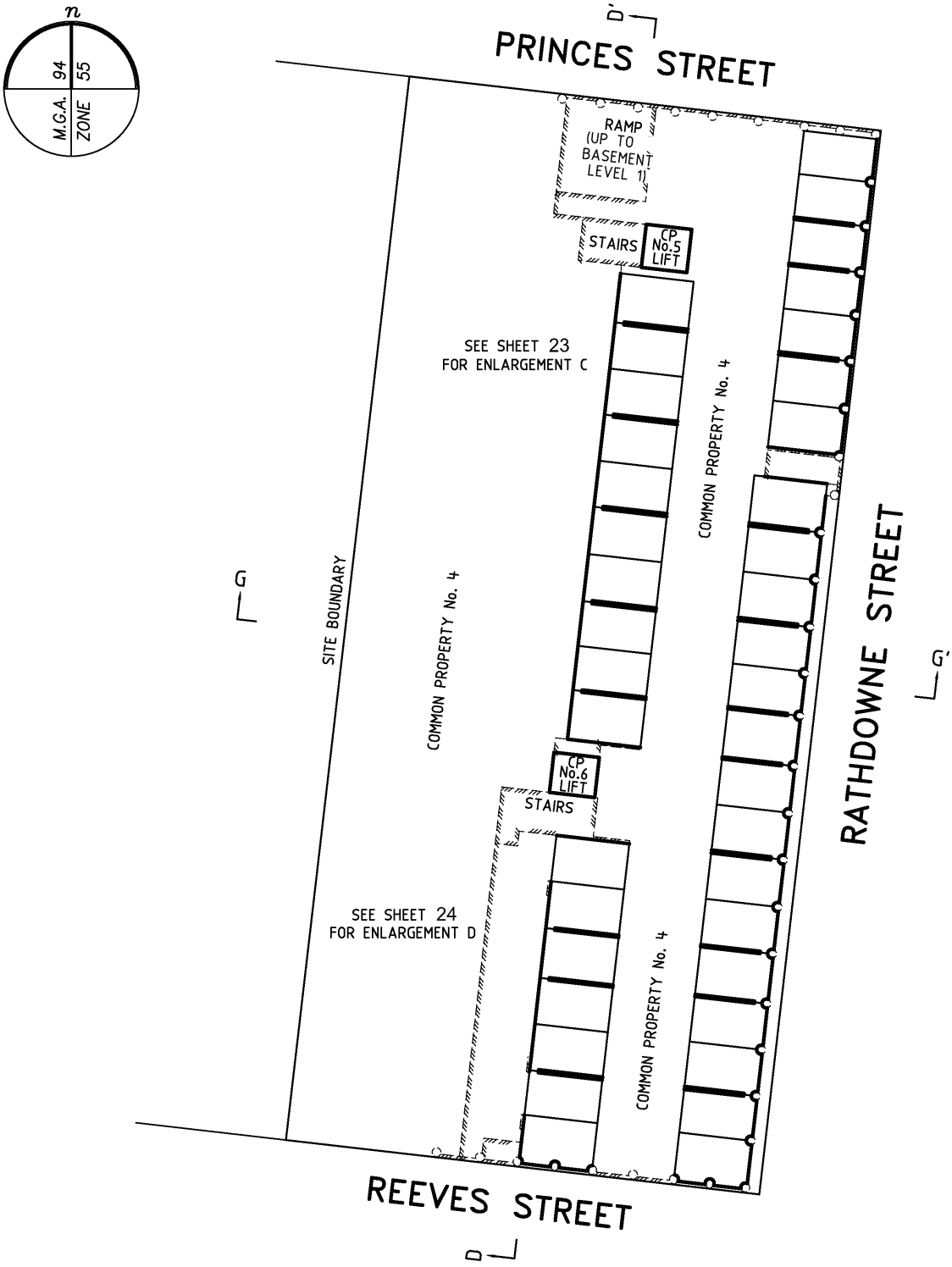
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 22 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number
PS 627030V



LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 2
DIAGRAM 4

ORIGINAL		SCALE		Sheet 22
SCALE	SHEET SIZE	3 0 6 12	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:300	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

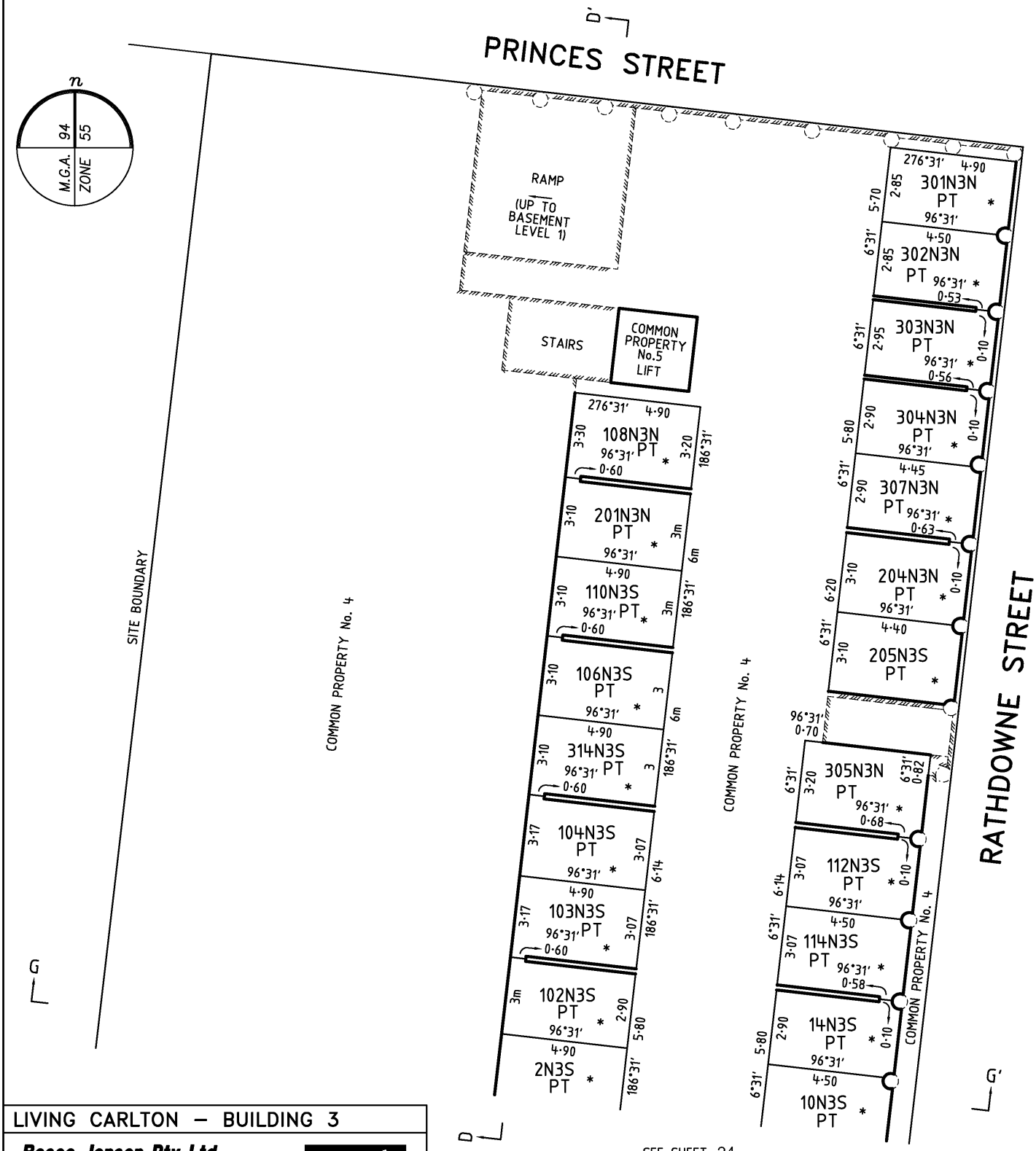
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 23 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V



LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 2 (PART)
ENLARGEMENT C

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE 1·5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685093

DWG 668509AJ 07/10/14 VERSION J

Sheet 23

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

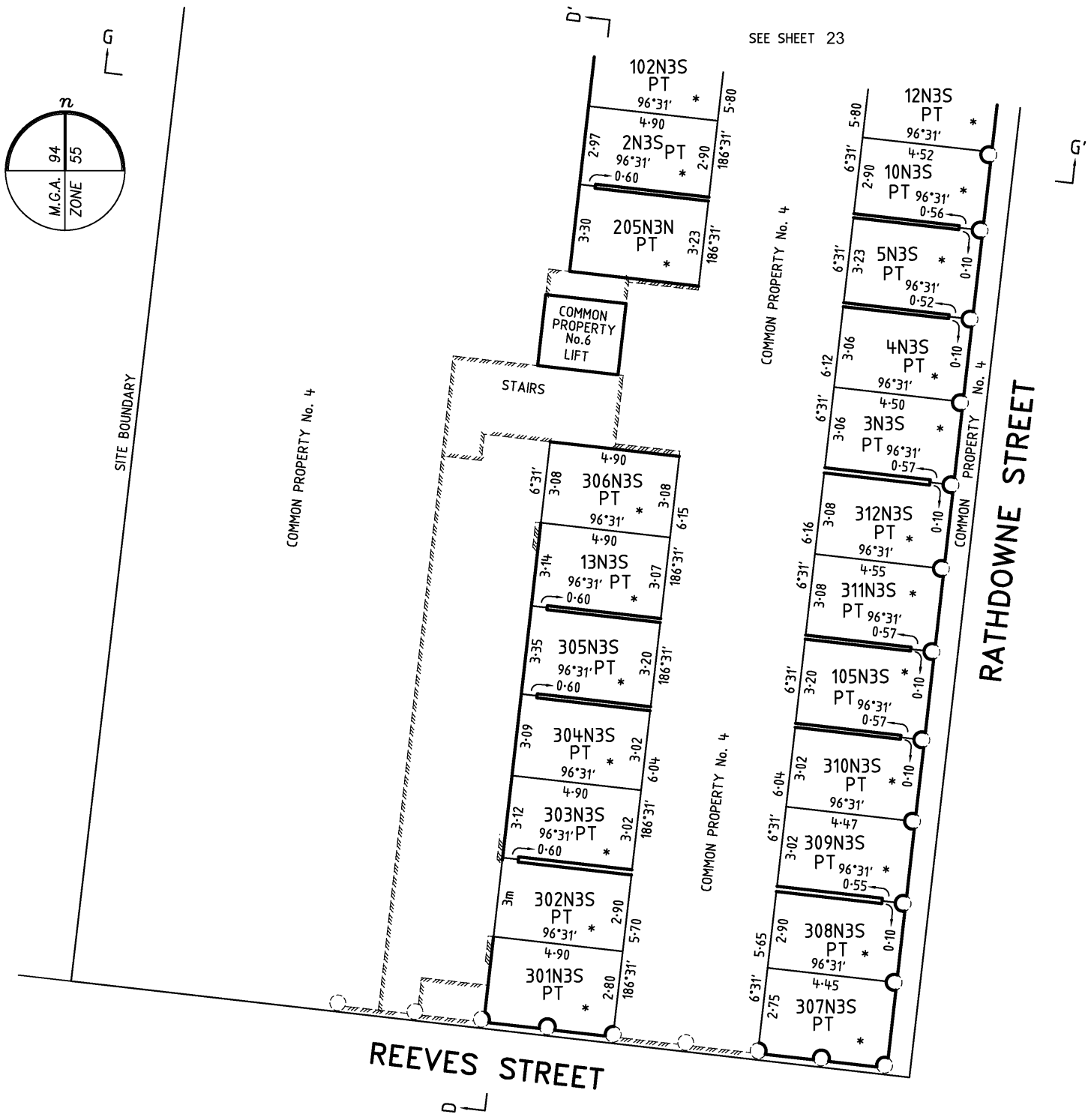
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 24 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V



LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 2 (PART)
ENLARGEMENT D

ORIGINAL		SCALE		Sheet 24
SCALE	SHEET SIZE	1·5 0 3 6	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

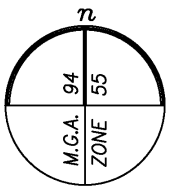
Delivered by LANDATA®, timestamp 20/10/2022 12:18 Page 25 of 52

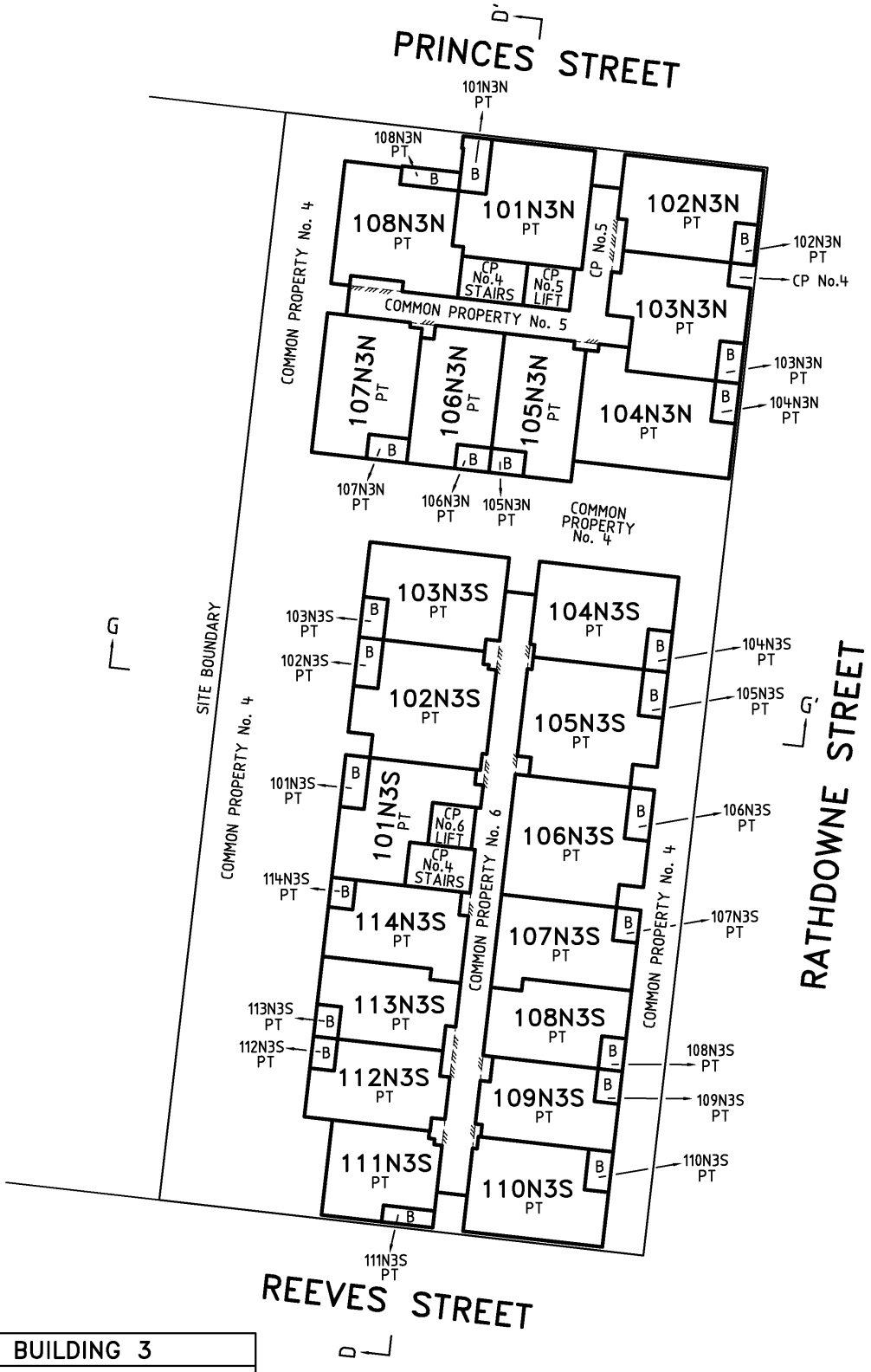
Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V





LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 1
DIAGRAM 5

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685093
DWG 668509AJ

07/10/14 VERSION J

Sheet 25

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

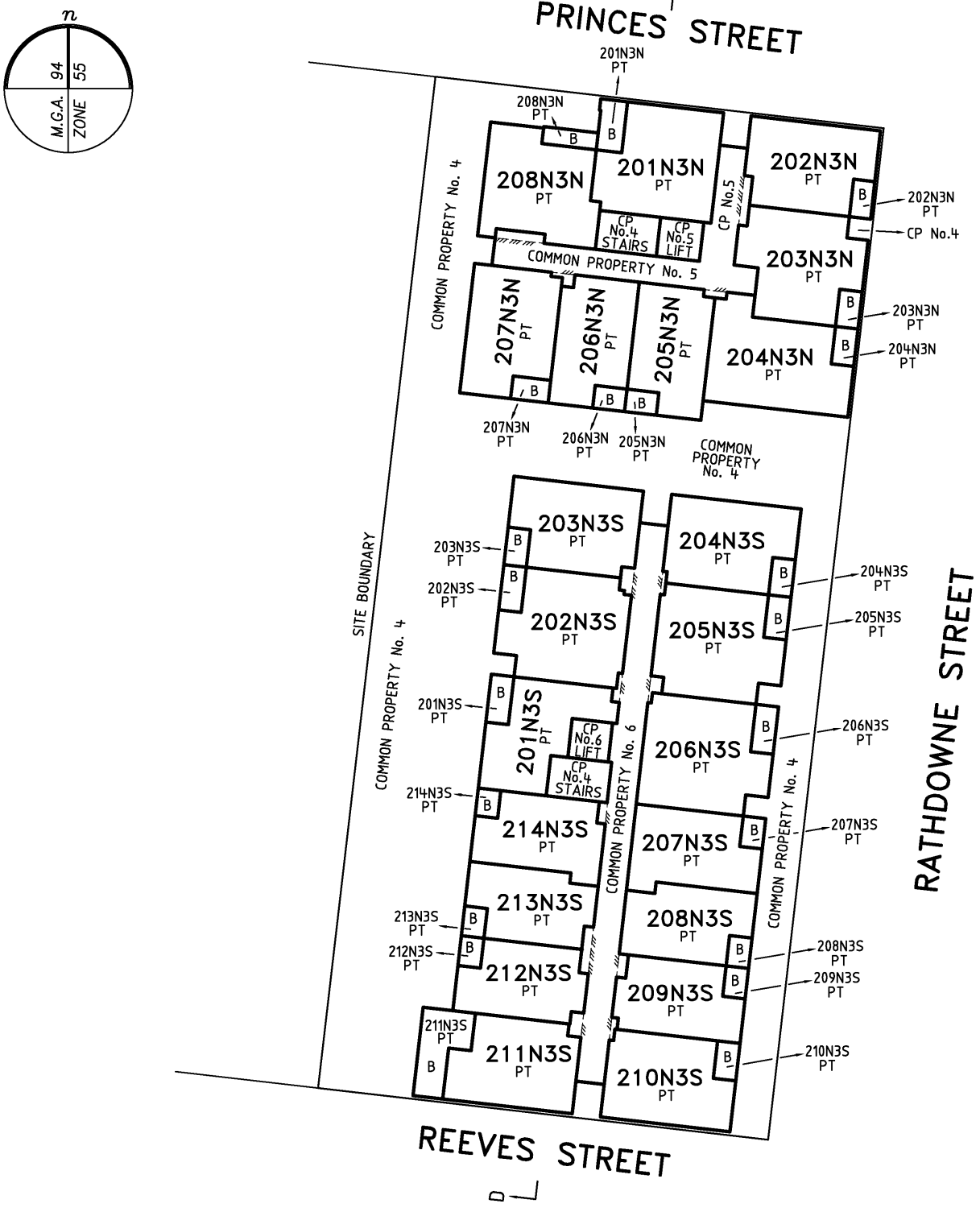
Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 26 of 52

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V



LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 2
DIAGRAM 6

ORIGINAL		SCALE		Sheet 26
SCALE	SHEET SIZE	3 0 6 12	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:300	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

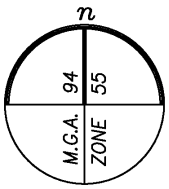
Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 27 of 52

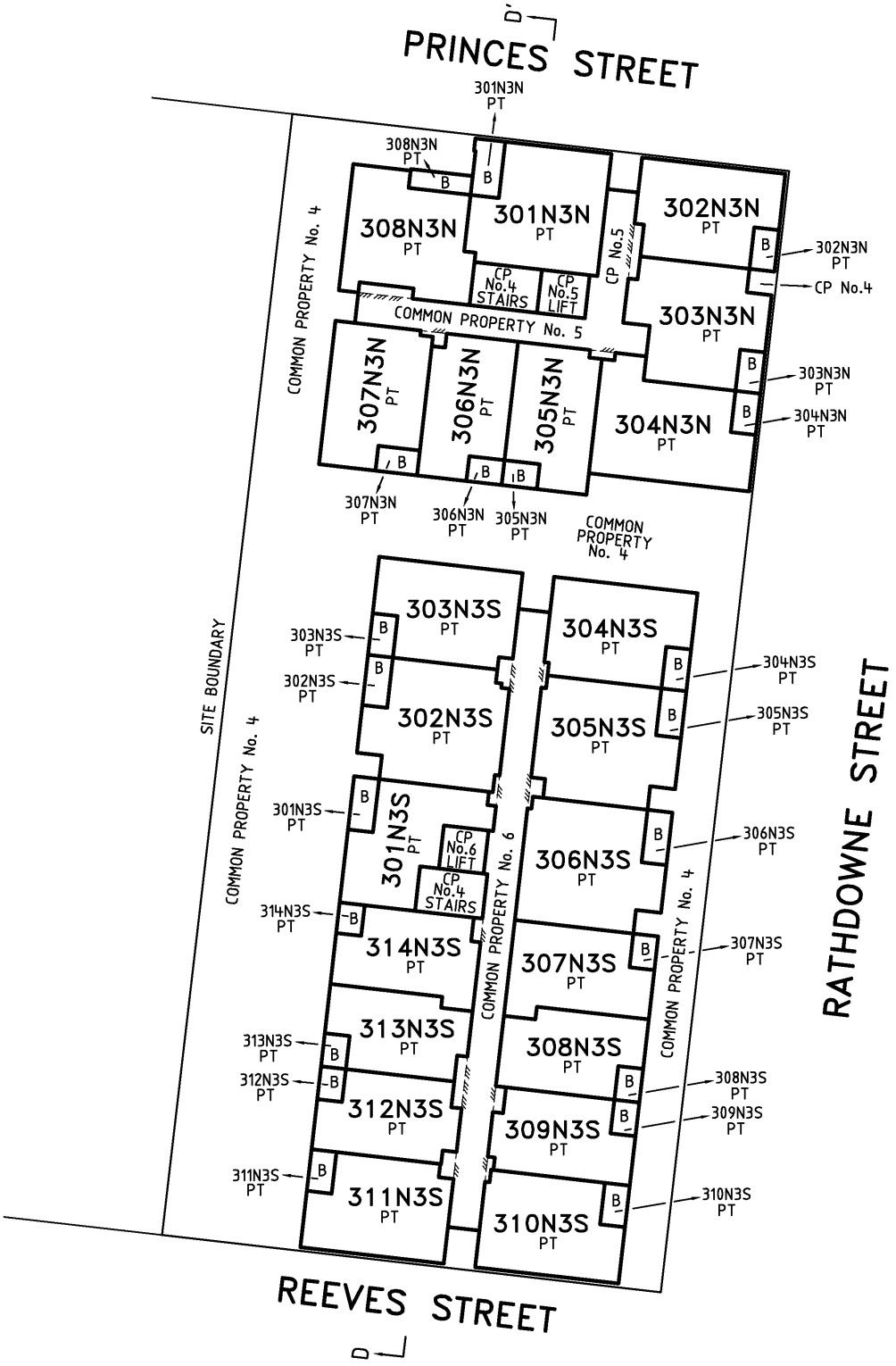
Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V





LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 3
DIAGRAM 7

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6685093
DWG 668509AJ

07/10/14 VERSION J

Sheet 27

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

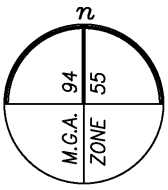
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 28 of 52

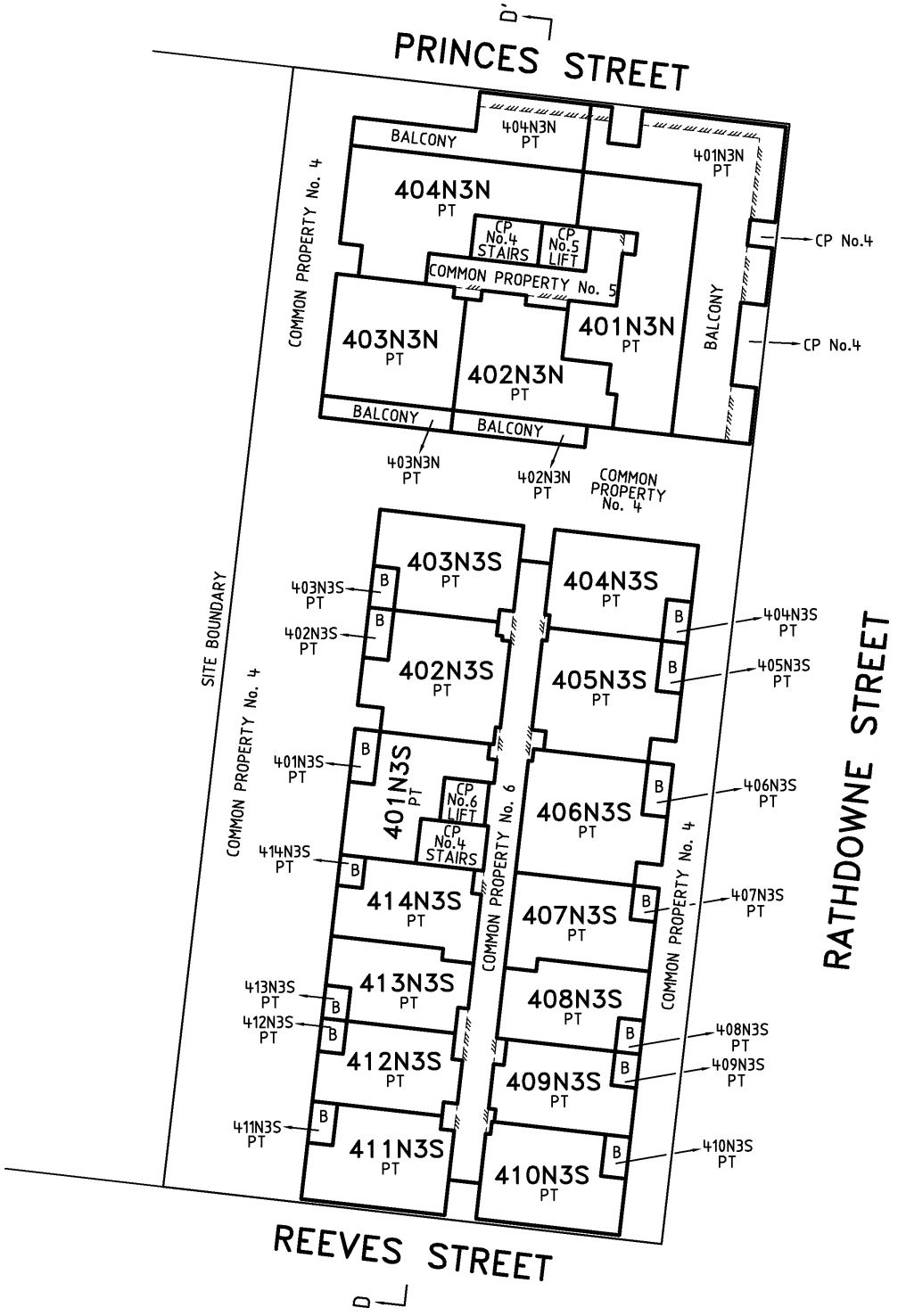
Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V





LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 4
DIAGRAM 8

ORIGINAL		SCALE		Sheet 28
SCALE 1:300	SHEET SIZE A3	3 0 6 12 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

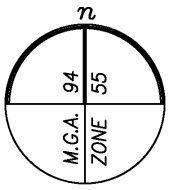
Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 29 of 52

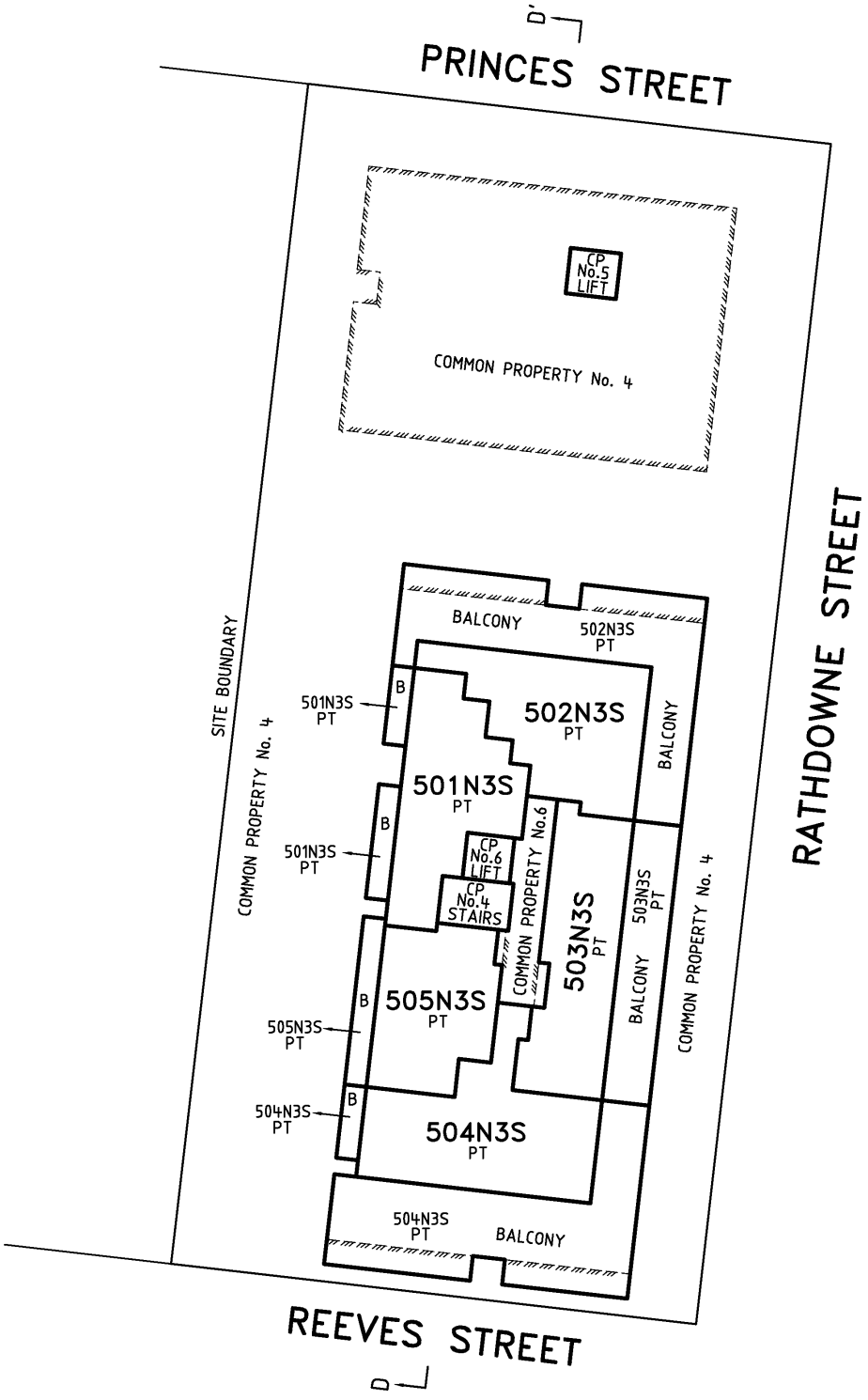
Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V





LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 5
DIAGRAM 9

ORIGINAL		SCALE		Sheet 29
SCALE 1:300	SHEET SIZE A3	3 0 6 12 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

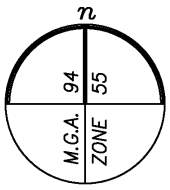
Delivered by LANDATA®, timestamp 20/10/2022 12:18 Page 30 of 52

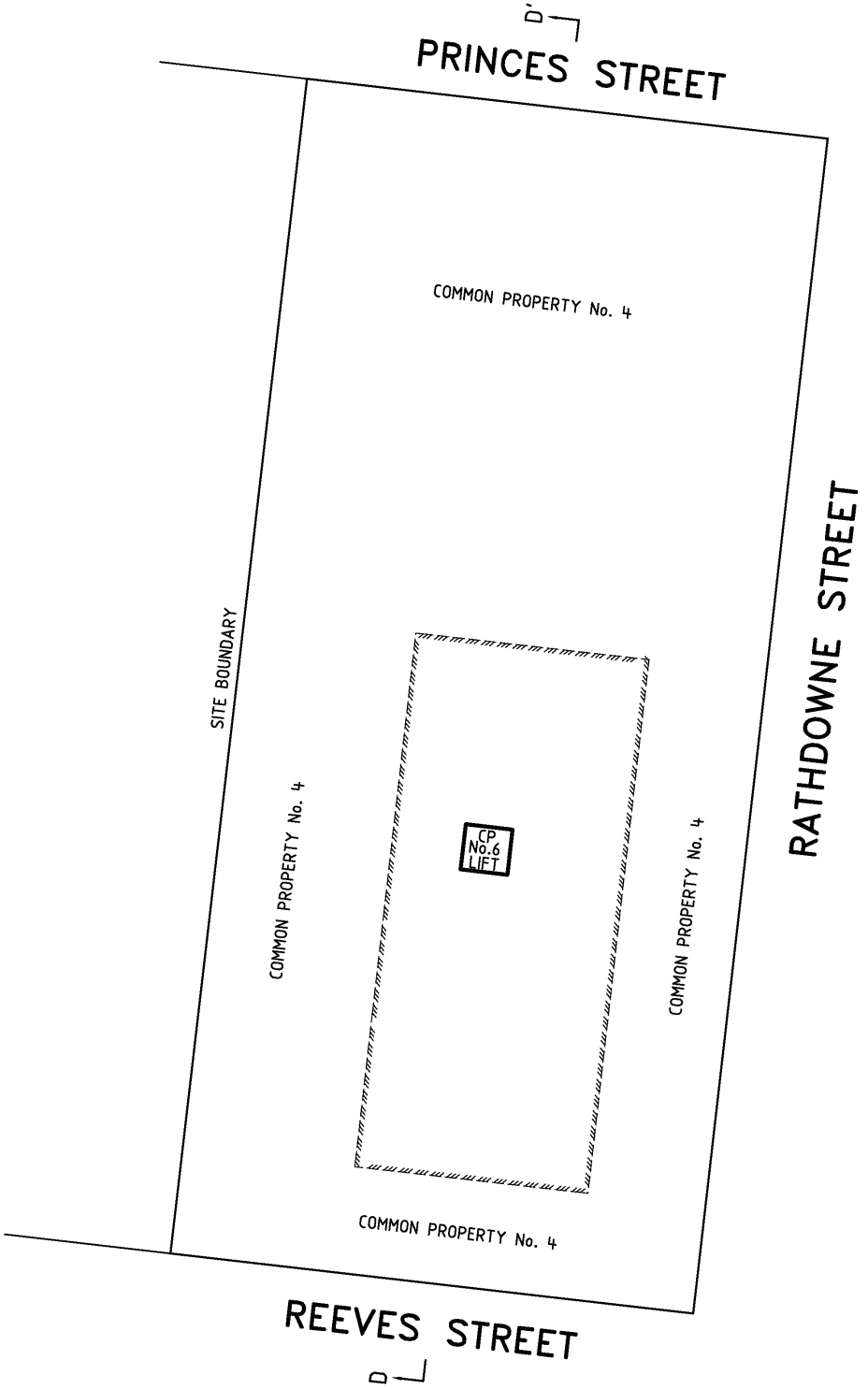
Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014

PLAN OF SUBDIVISION

Plan Number

PS 627030V





LIVING CARLTON – BUILDING 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ROOF LEVEL
DIAGRAM 10

ORIGINAL		SCALE		Sheet 30
SCALE	SHEET SIZE	3 0 6 12	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:300	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

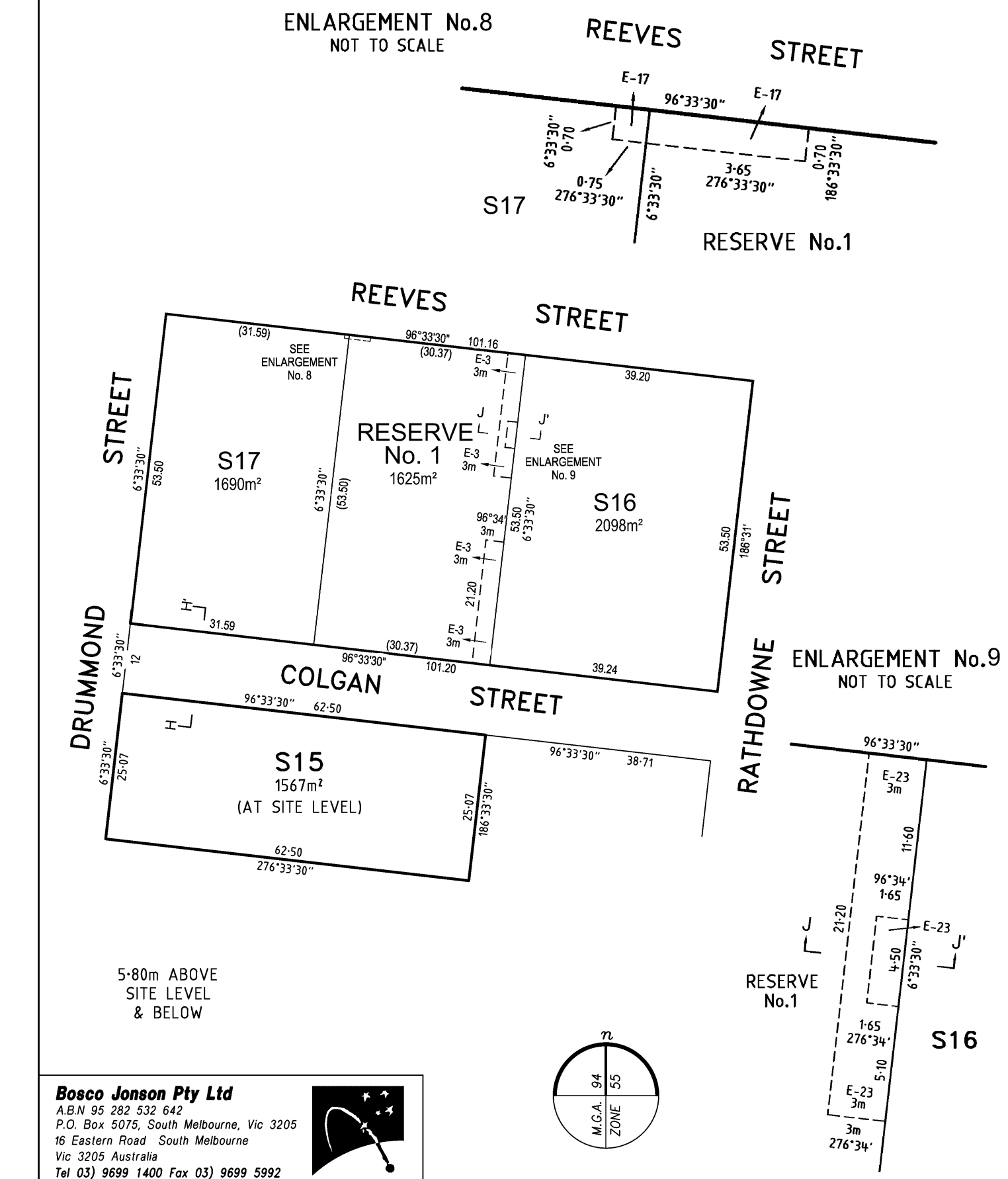
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 31 of 52

Signed by Council: Melbourne City Council, Council Ref: TP-2014-98, SA-2014-11, Original Certification: 04/04/2014, S.O.C.: 04/04/2014

PLAN OF SUBDIVISION

Plan Number
PS 627030V



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 31
SCALE	SHEET SIZE	6 0 12 24	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:600	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29889 003 DWG 2988907AB 18/03/14 VERSION B	

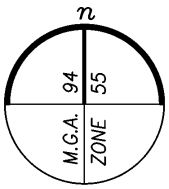
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (B) SPEAR Ref: S047669C 18/03/2014

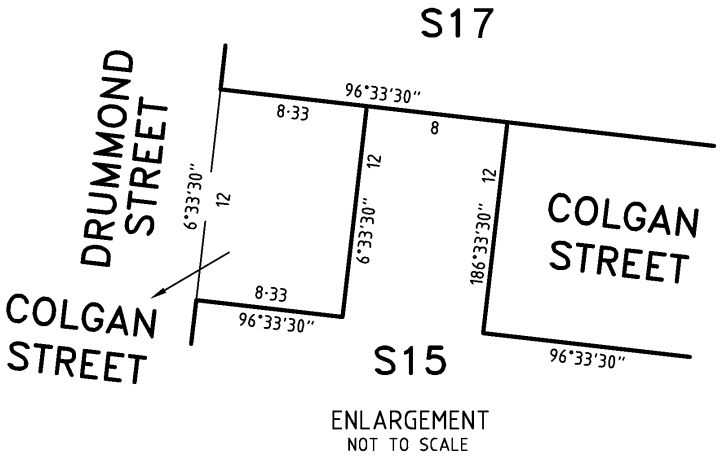
Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 32 of 52

Signed by Council: Melbourne City Council, Council Ref: TP-2014-98, SA-2014-11, Original Certification: 04/04/2014, S.O.C.: 04/04/2014

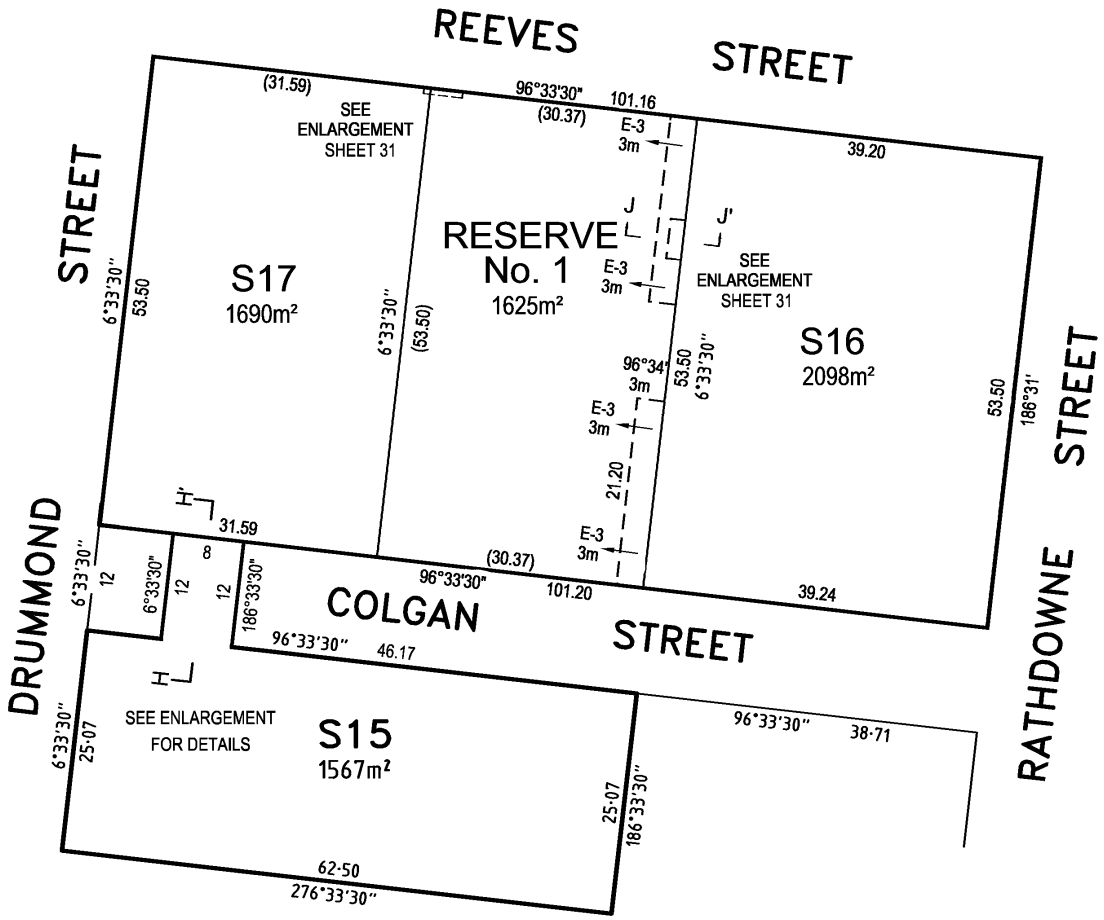
PLAN OF SUBDIVISION

Plan Number
PS 627030V





ENLARGEMENT
NOT TO SCALE



5·80m ABOVE
SITE LEVEL
& ABOVE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 32
SCALE 1:600	SHEET SIZE A3	6 0 12 24 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 29889 003 DWG 2988907AB 18/03/14 VERSION B	

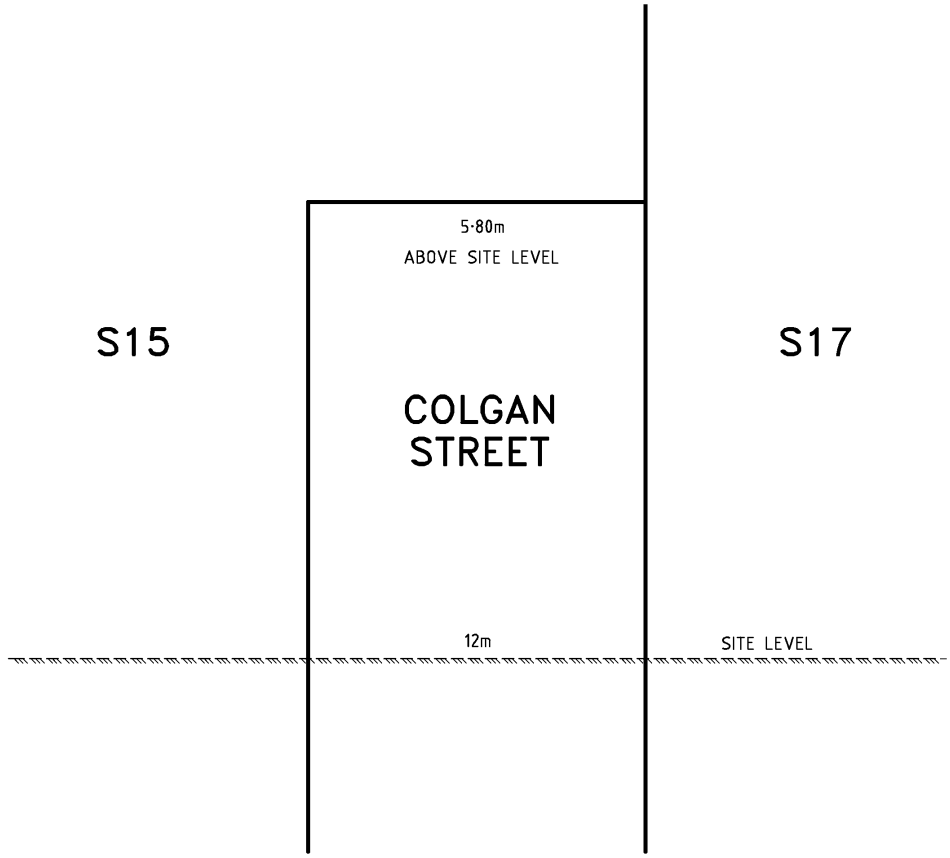
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (B) SPEAR Ref: S047669C 18/03/2014

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 33 of 52

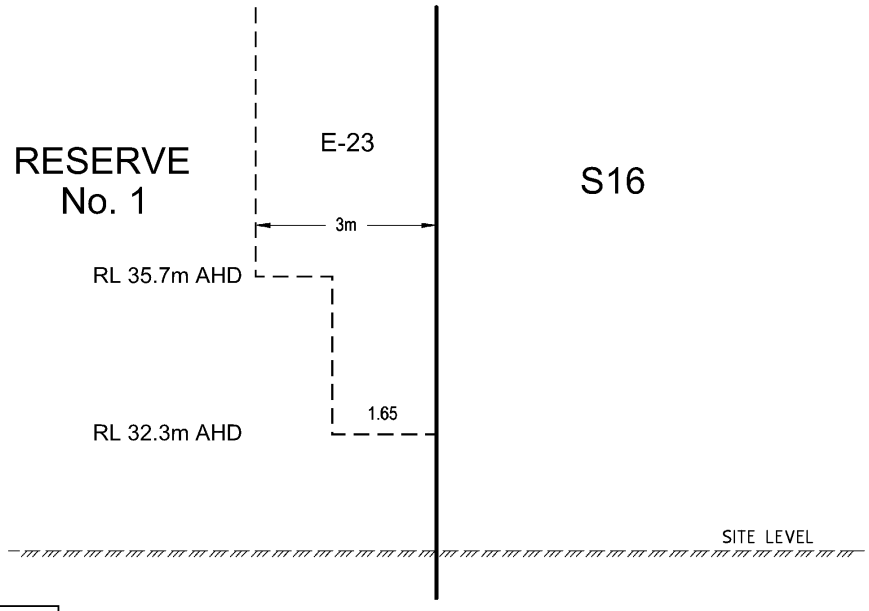
Signed by Council: Melbourne City Council, Council Ref: TP-2014-98, SA-2014-11, Original Certification: 04/04/2014, S.O.C.: 04/04/2014

PLAN OF SUBDIVISION

Plan Number
PS 627030V



SECTION H-H'
NOT TO SCALE



SECTION J-J'
NOT TO SCALE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE			Sheet 33
SCALE	SHEET SIZE	0	LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS	
NTS	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED	DATE / /	
			REF 29889 003 DWG 2988907AB	18/03/14 VERSION B	

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (B) SPEAR Ref: S047669C 18/03/2014

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 34 of 52

Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 627030V**

LIVING CARLTON

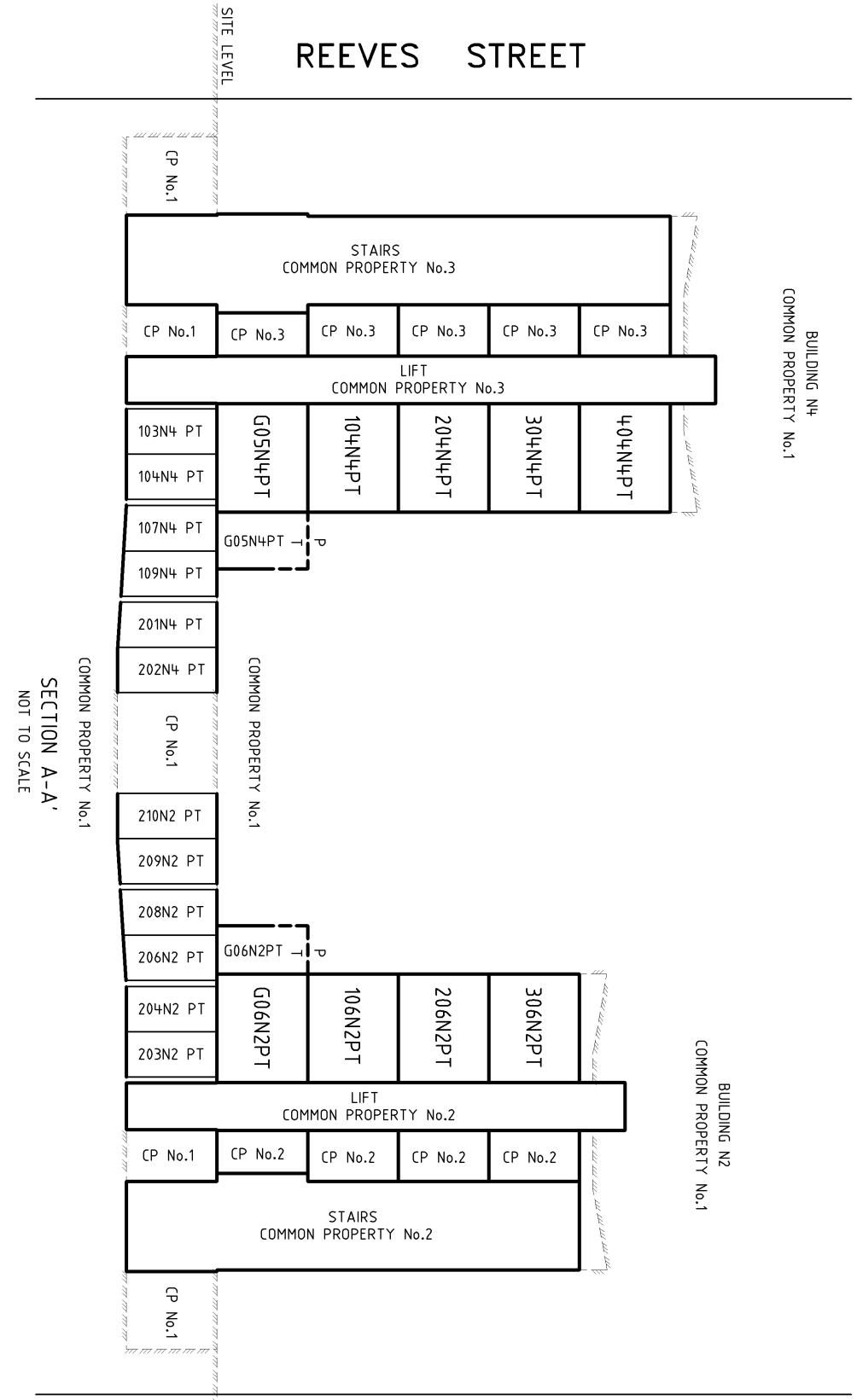
Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SHEET SIZE A3

SCALE

SECTION A-A'
NOT TO SCALE



ROOF
TYPICAL FOR LOTS ON THIS LEVEL

FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SECOND STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIRST STOREY
TYPICAL FOR LOTS ON THIS LEVEL

GROUND STOREY
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

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

REF 6942003
DWG 694200AL

31/03/11 VERSION L

Sheet 34

. . . . . .

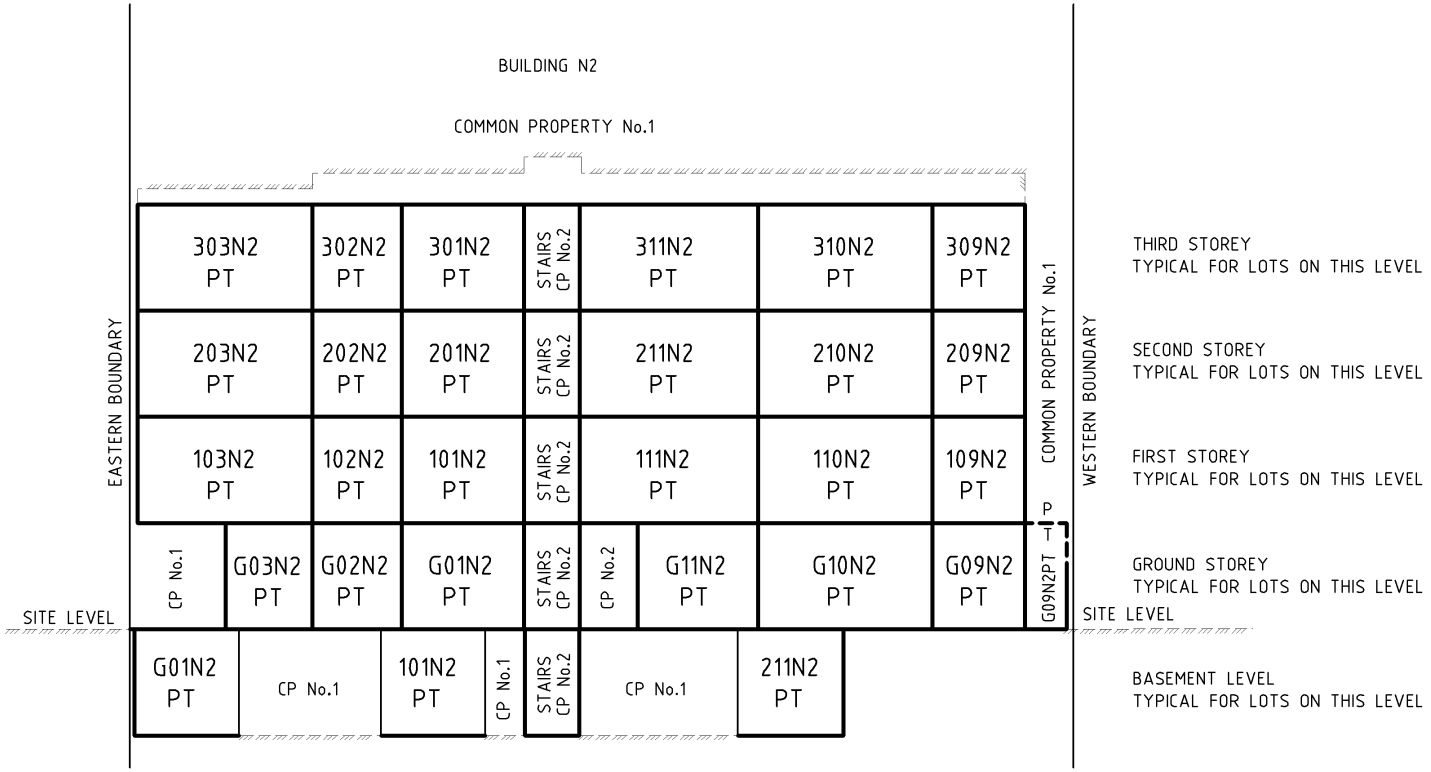
DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 627030V



SECTION B-B'
NOT TO SCALE

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
	A3

SCALE
0
LENGTHS ARE IN METRES

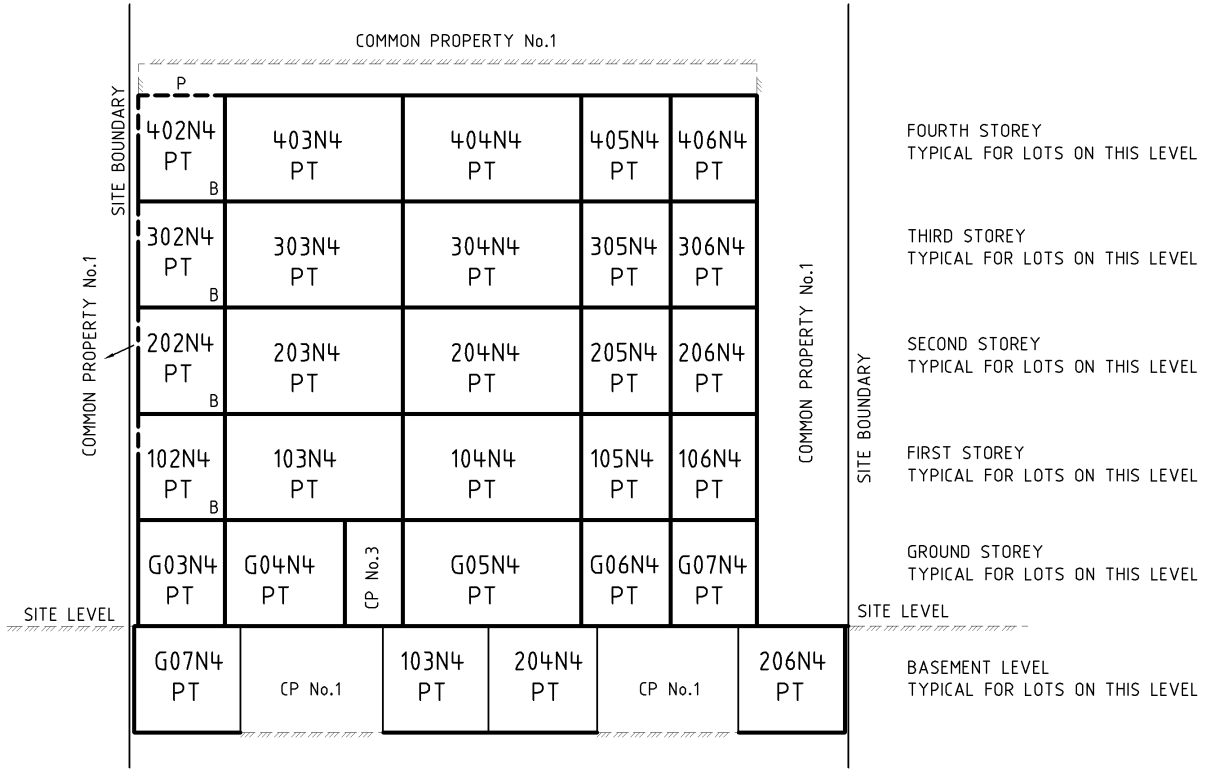
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6942003
DWG 694200AL
31/03/11 VERSION L

Sheet 35
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 35 of 52
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 627030V



SECTION C-C'
NOT TO SCALE

Sheet 36

LIVING CARLTON

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE | SHEET SIZE A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6942003
DWG 694200AL 31/03/11 VERSION L

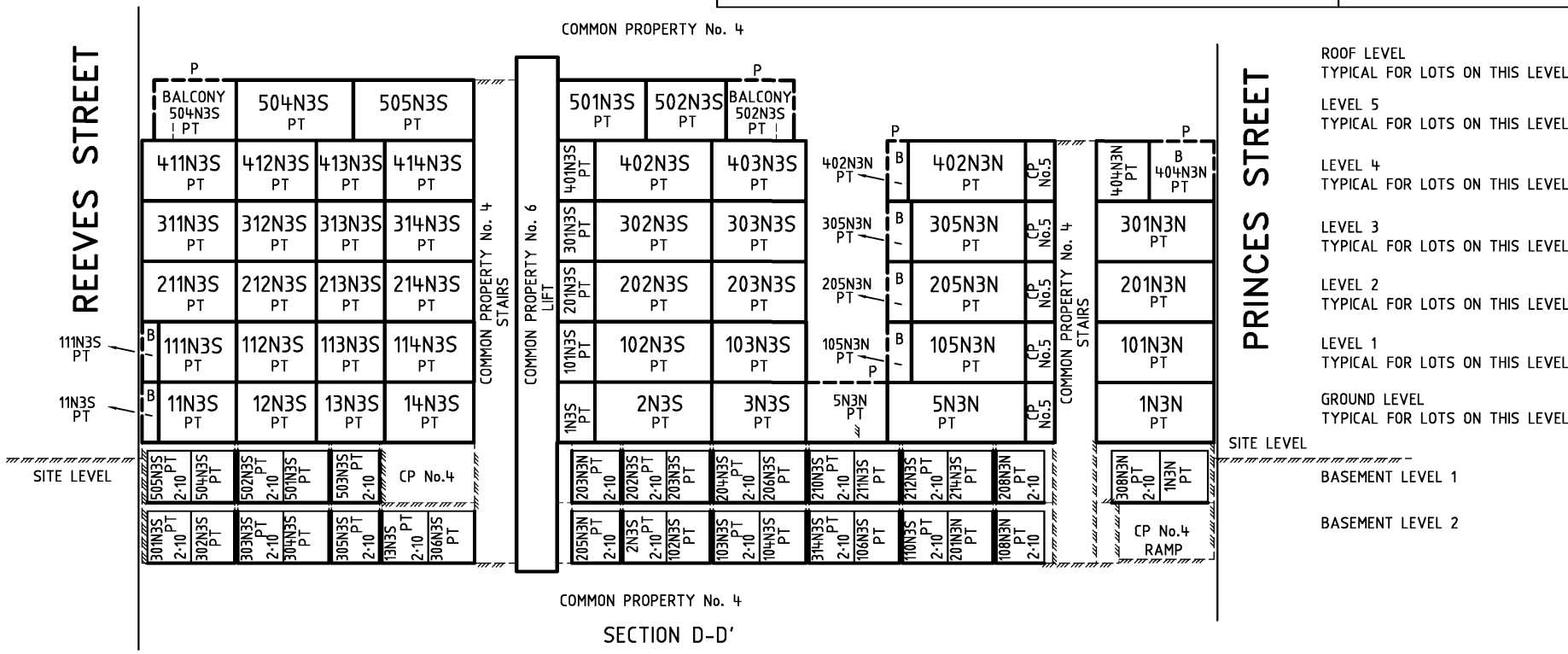
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 36 of 52
Signed by Council: Melbourne City Council, Original Certification: 24/03/2011, Recertification: 01/04/2011, S.O.C.: 01/04/2011
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) 31/03/2011

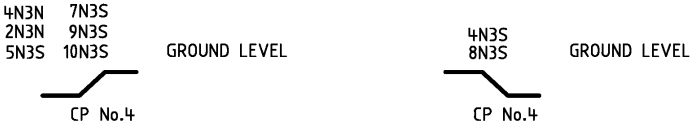
PLAN OF SUBDIVISION

Plan Number

PS 627030V

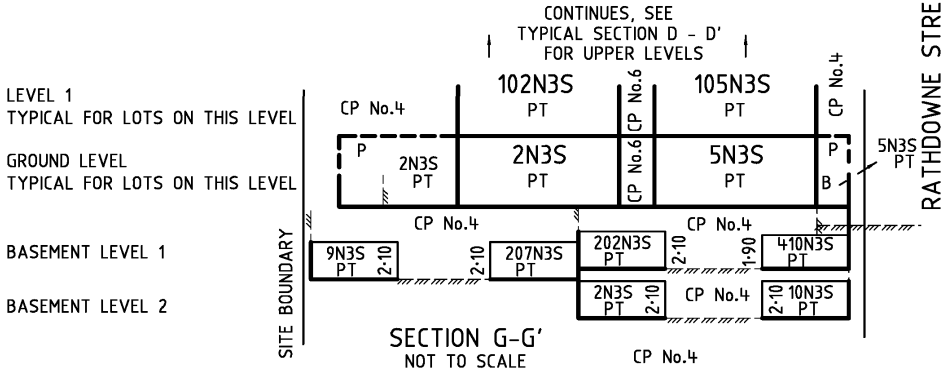


SECTION D-D'
NOT TO SCALE



TYPICAL SECTION E-E'
NOT TO SCALE

TYPICAL SECTION F-F'
NOT TO SCALE



SECTION G-G'
NOT TO SCALE

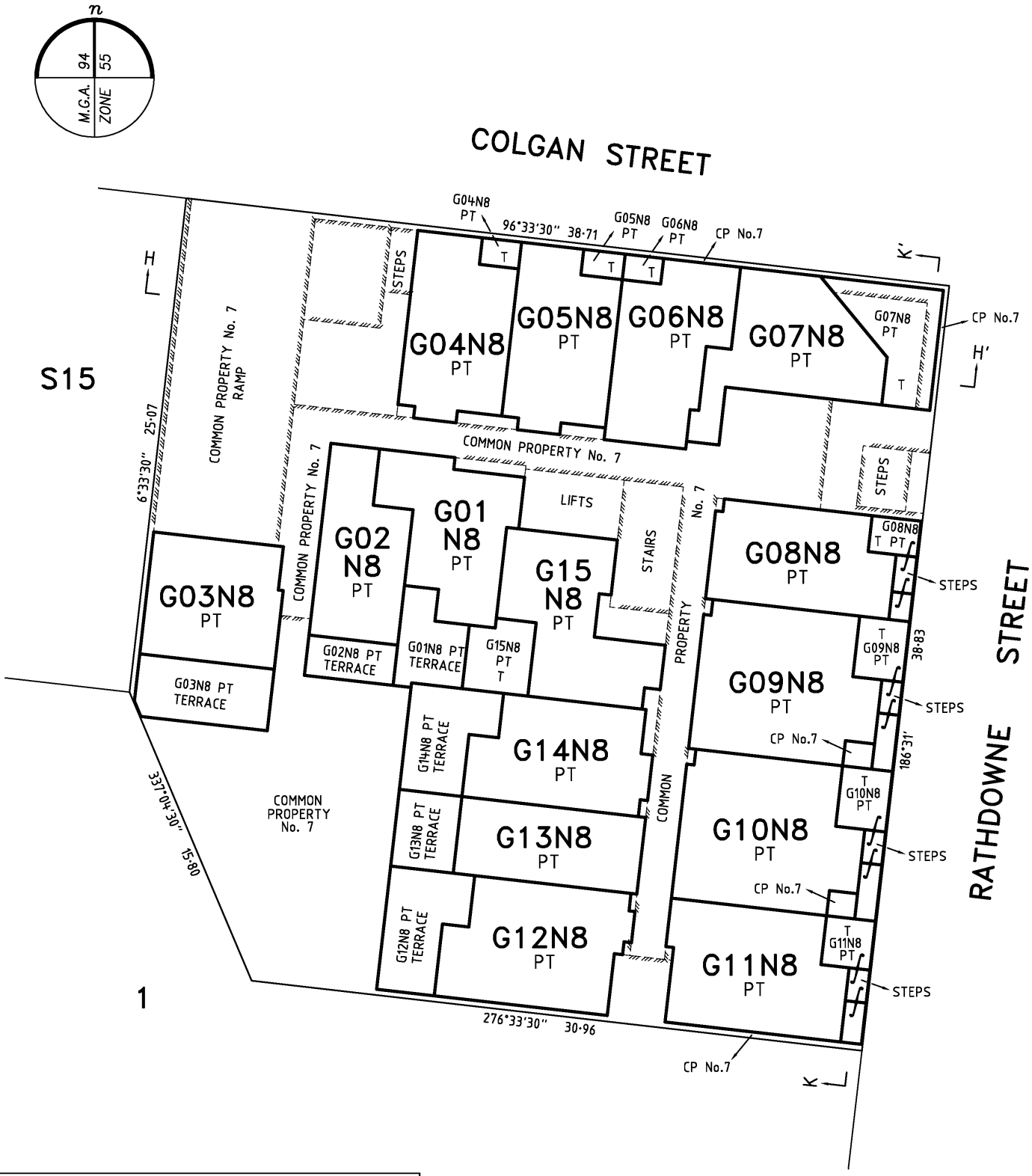
LIVING CARLTON – BUILDING 3	ORIGINAL	SCALE	DIGITALLY SIGNED	Sheet 37
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE NTS / SHEET SIZE A3	0 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 6685093 DWG 668509AJ 07/10/14 VERSION J	

Signed by Council: Melbourne City Council, Council Ref: SA-2013-111, TP-2013-759, Original Certification: 17/10/2014, S.O.C.: 17/10/2014
Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 37 of 52
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (J) SPEAR Ref: S041270S 07/10/2014

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 38 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

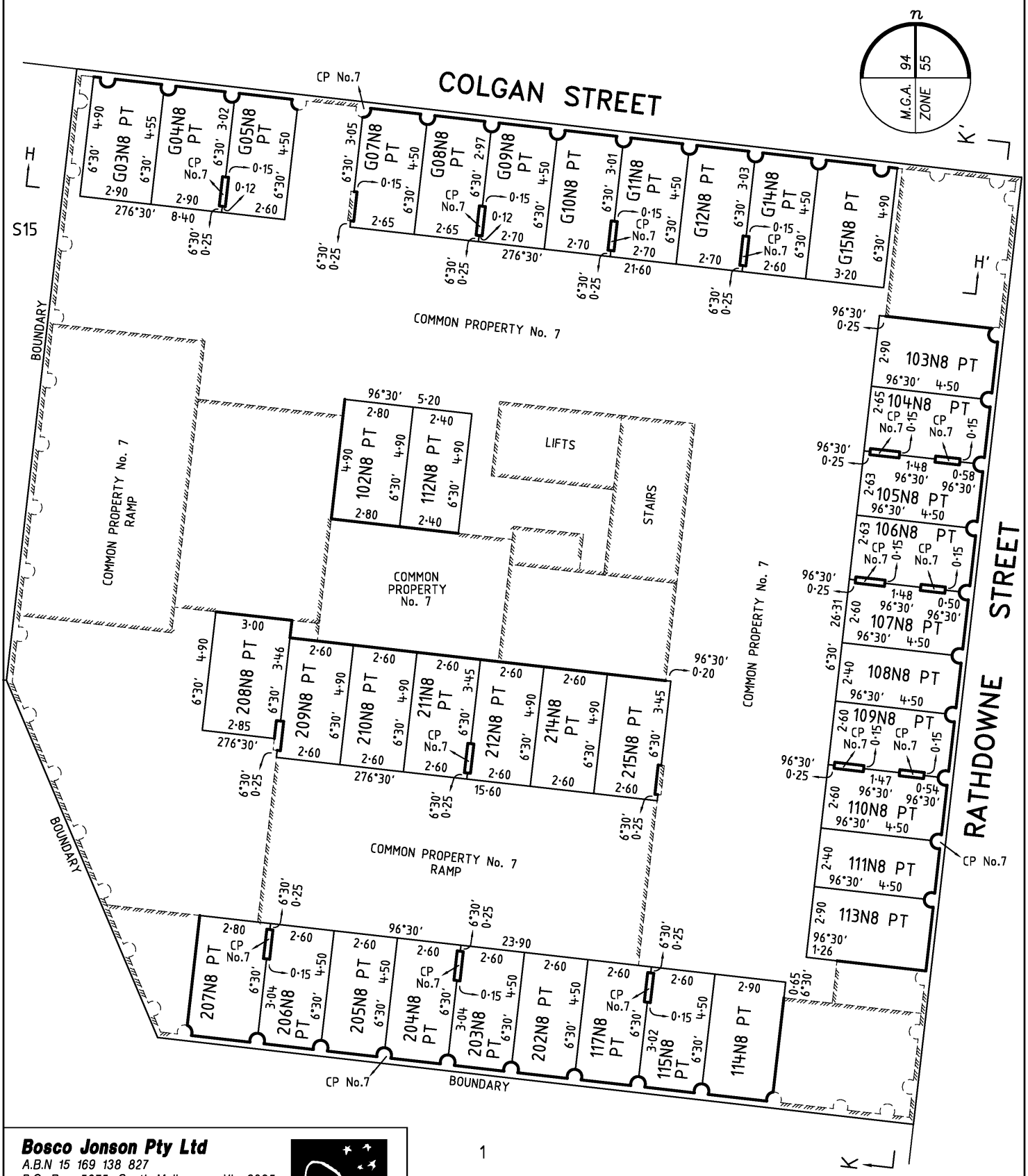
SITE DIAGRAM & GROUND LEVEL
DIAGRAM 11

ORIGINAL		SCALE		Sheet 38
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 DWG	VERSION

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 39 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

1

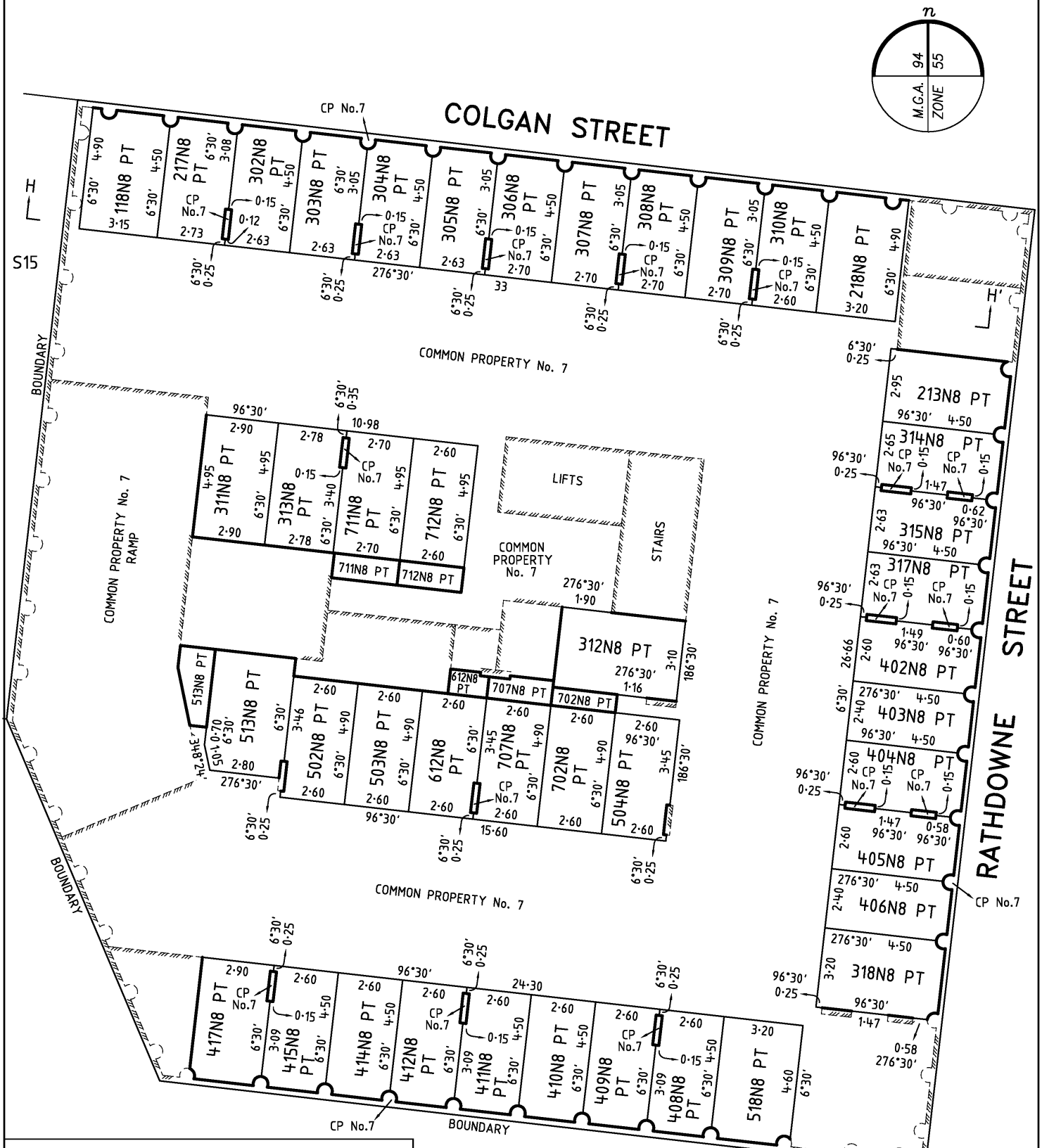
BASEMENT LEVEL 1
DIAGRAM 12

ORIGINAL		SCALE		
SCALE	SHEET SIZE	1·5 0 3 6	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 39
1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 VERSION	
			DWG	

Delivered by LANDATA®, timestamp 20/10/2022 12:18 Page 40 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

1

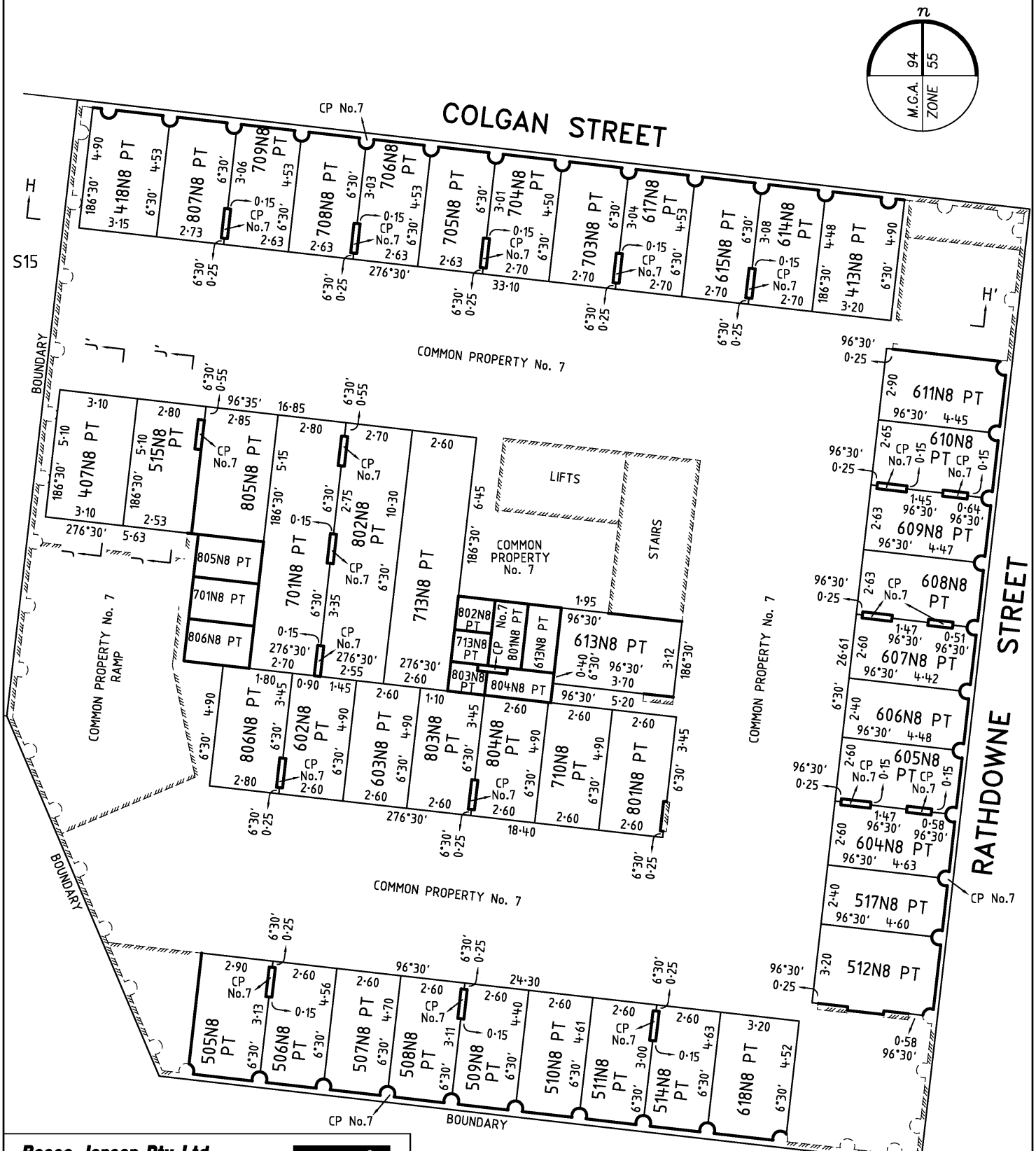
BASEMENT LEVEL 2
DIAGRAM 13

ORIGINAL		SCALE		Sheet 40
SCALE	SHEET SIZE	1·5 0 3 6	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 VERSION	
			DWG	

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 41 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

1

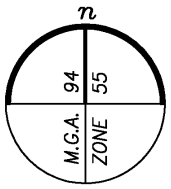
BASEMENT LEVEL 3
DIAGRAM 14

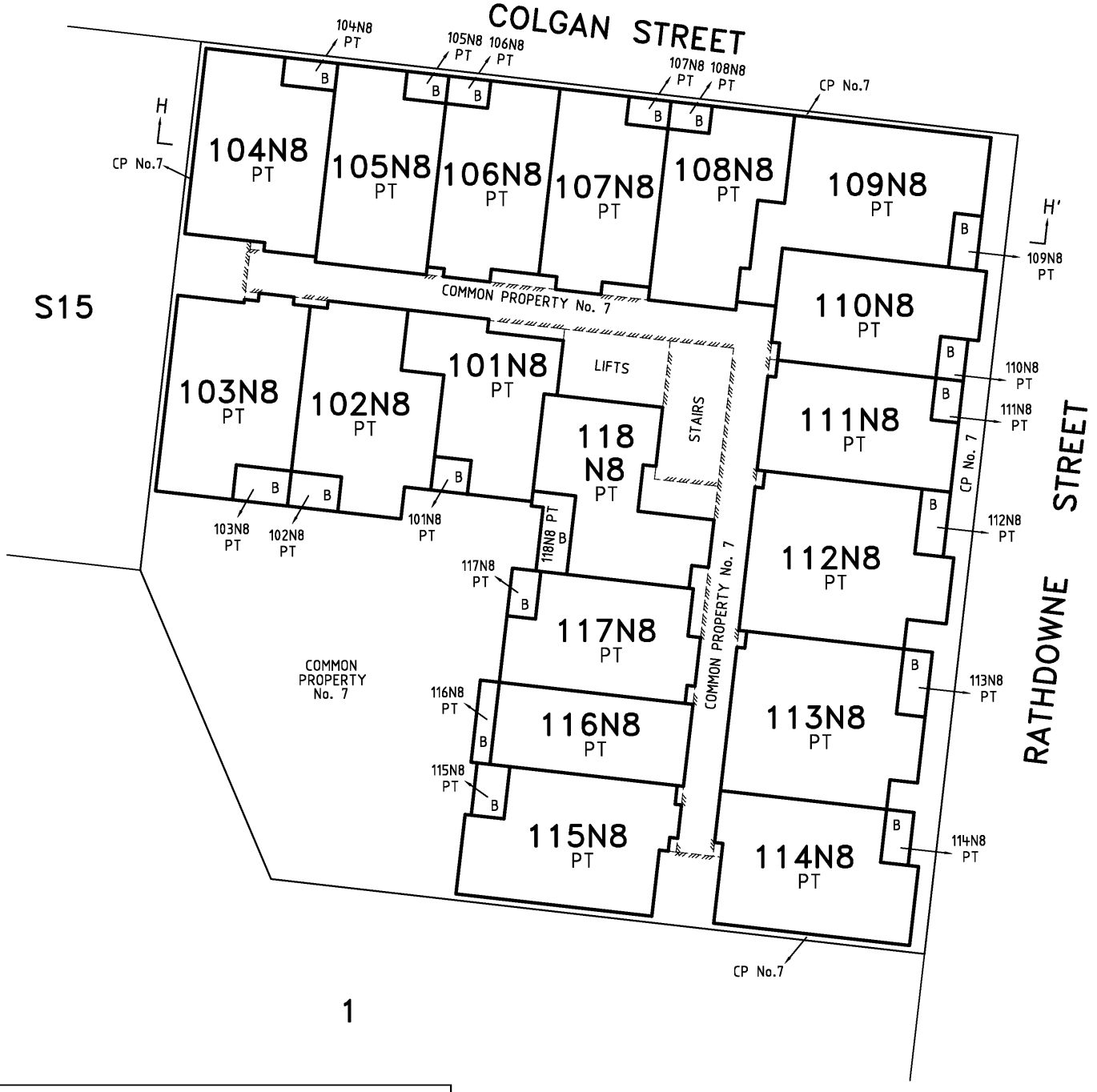
ORIGINAL		SCALE		Sheet 41
SCALE	SHEET SIZE	1·5 0 3 6	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 VERSION	
			DWG	

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 42 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V





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

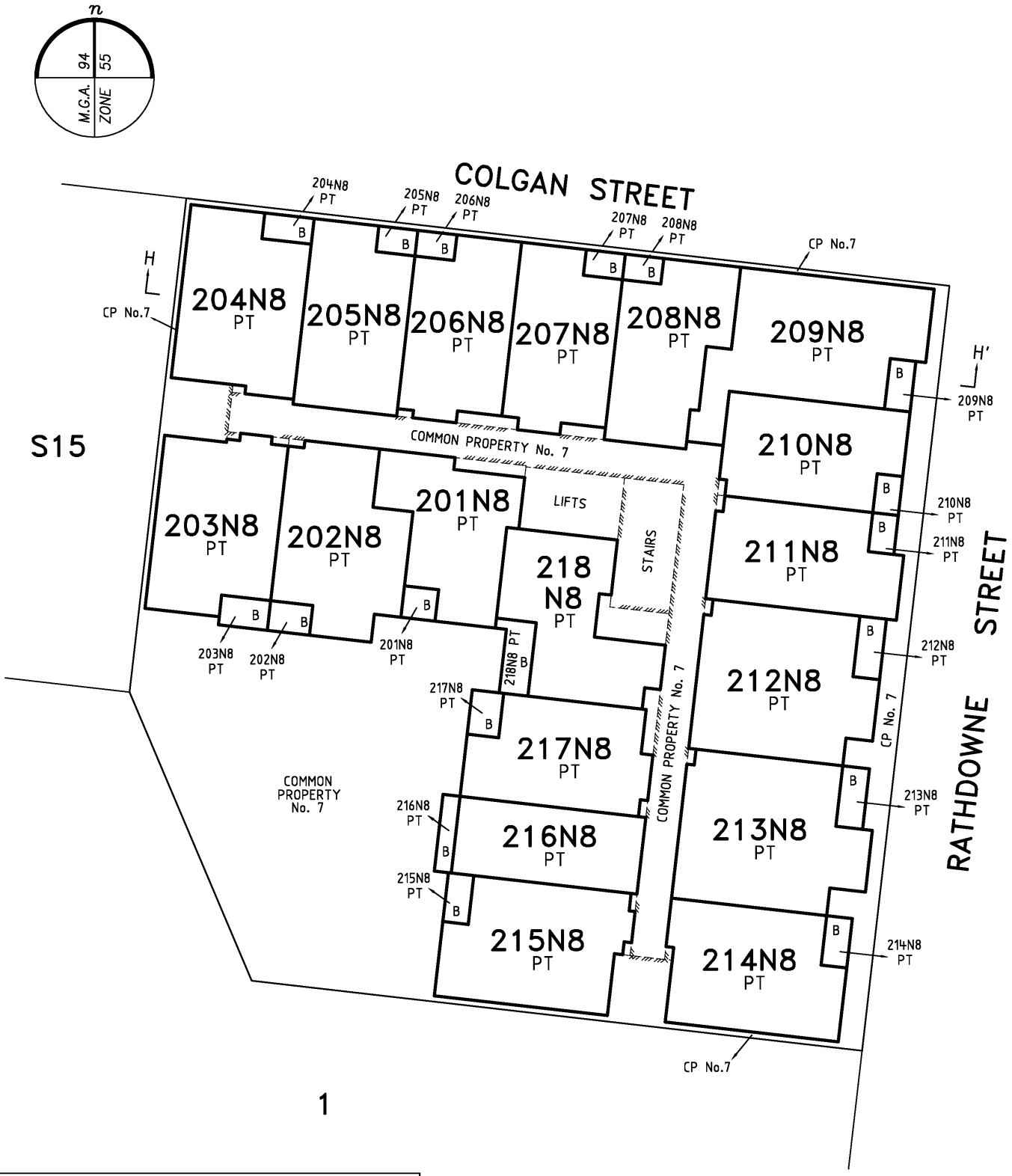
LEVEL 1
DIAGRAM 15

ORIGINAL		SCALE		Sheet 42
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 VERSION	
			DWG	

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 43 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

LEVEL 2
DIAGRAM 16

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

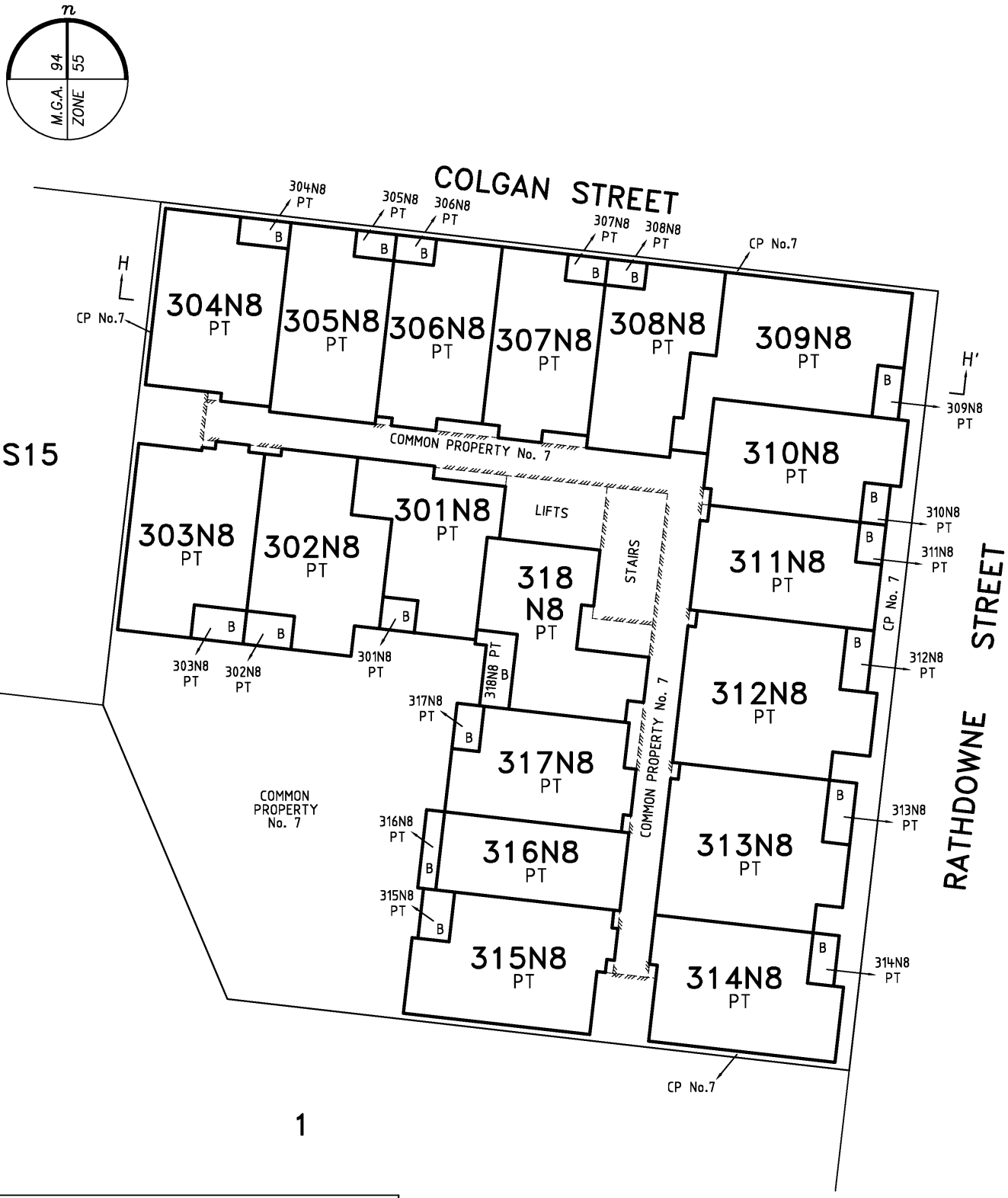
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 26685083 VERSION
DWG

Sheet 43

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 44 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

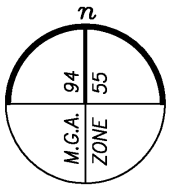
LEVEL 3
DIAGRAM 17

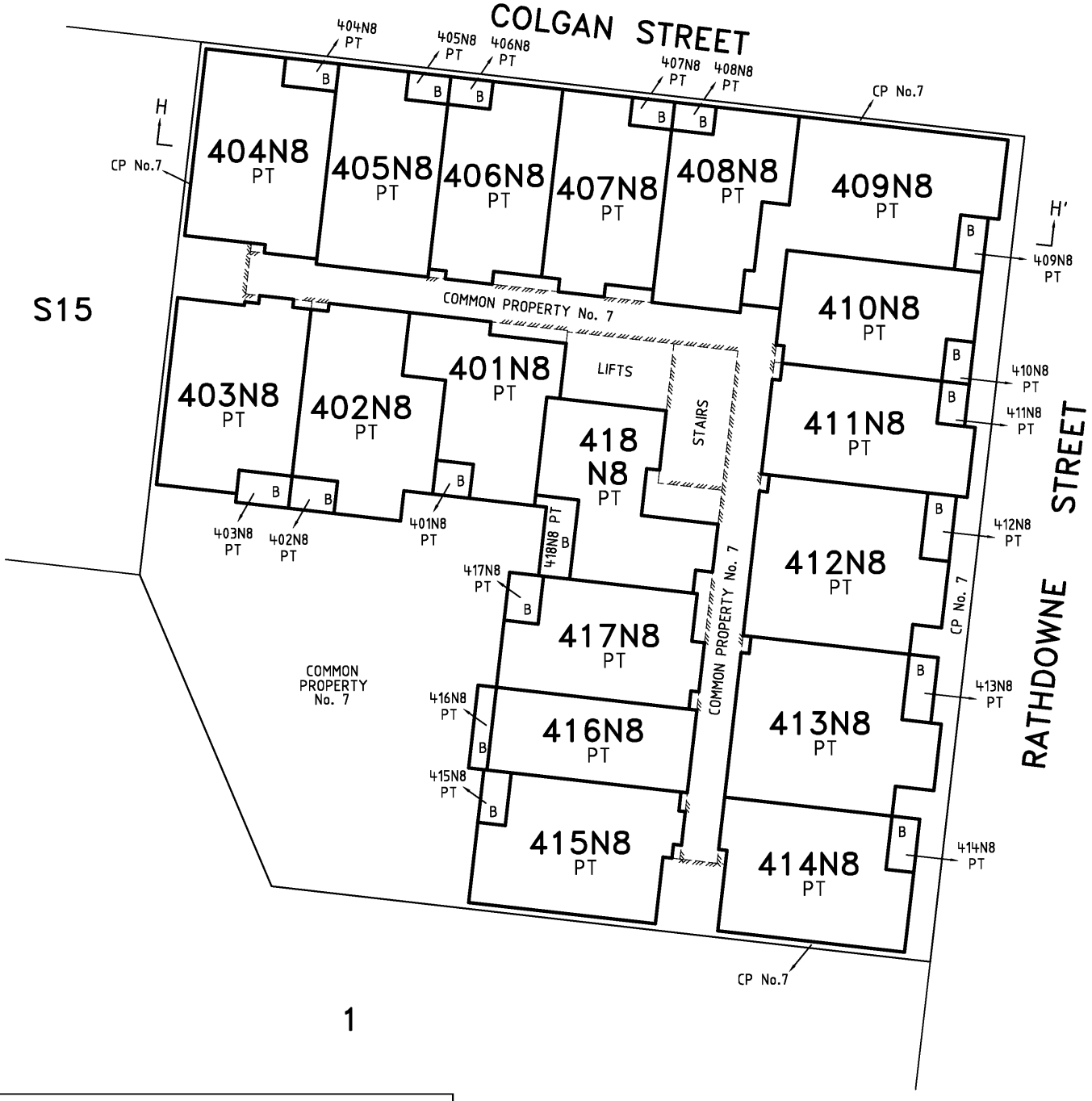
ORIGINAL		SCALE		Sheet 44
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 DWG	VERSION

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 45 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V





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

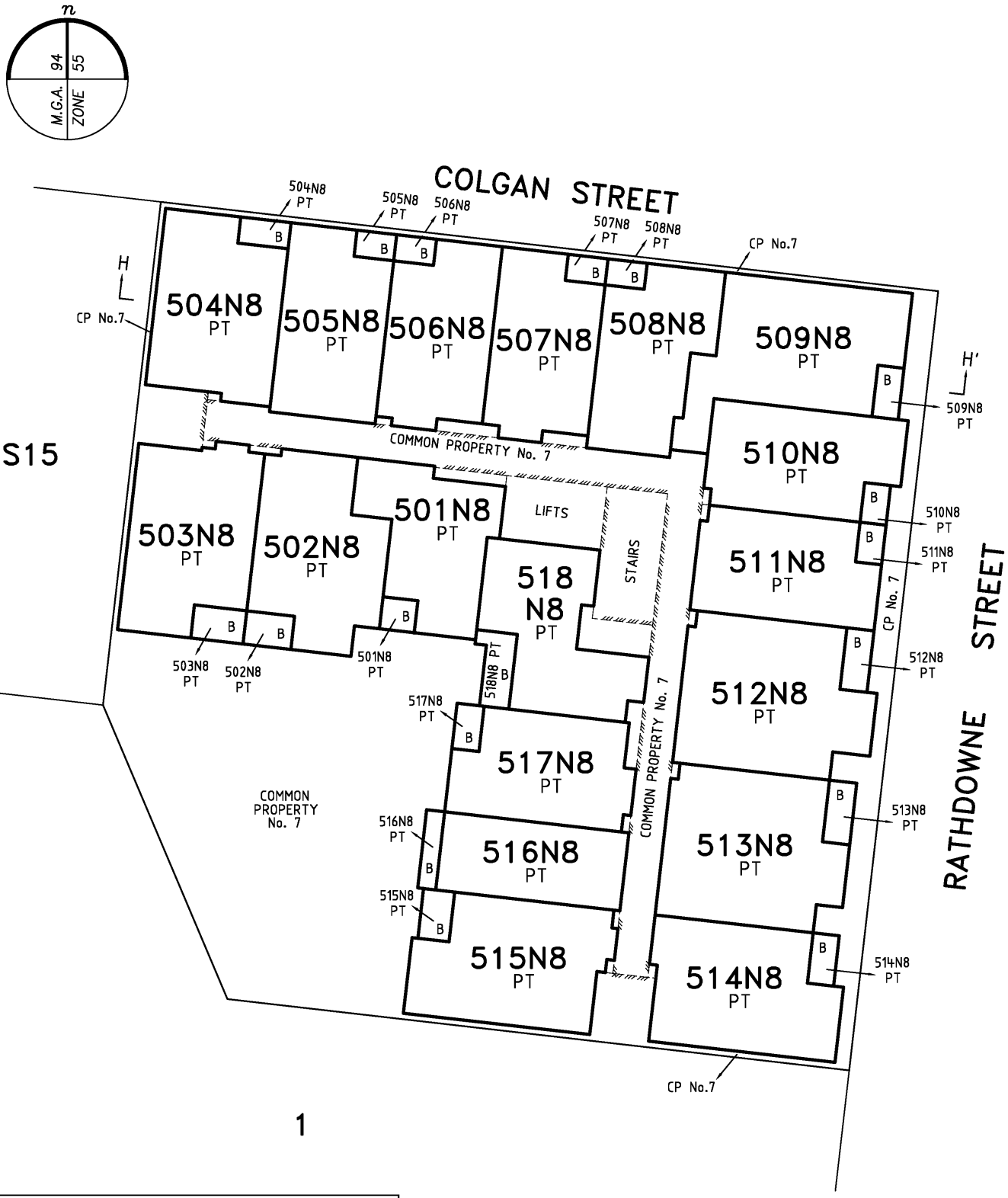
LEVEL 4
DIAGRAM 18

ORIGINAL		SCALE		Sheet 45
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 DWG	VERSION

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 46 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

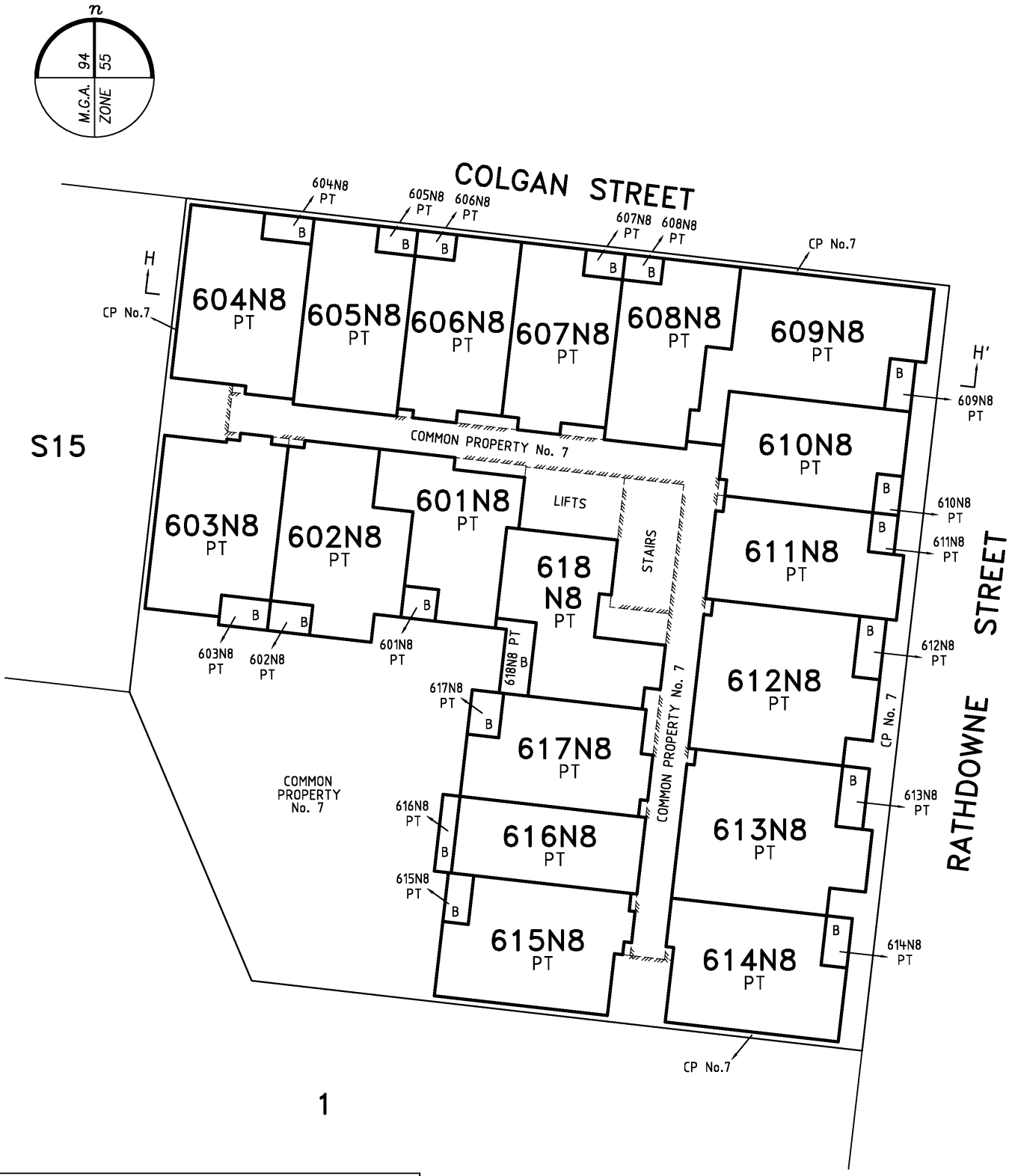
LEVEL 5
DIAGRAM 19

ORIGINAL		SCALE		Sheet 46
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 DWG VERSION	

Delivered by LANDATA®, timestamp 20/10/2022 12:16 Page 47 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

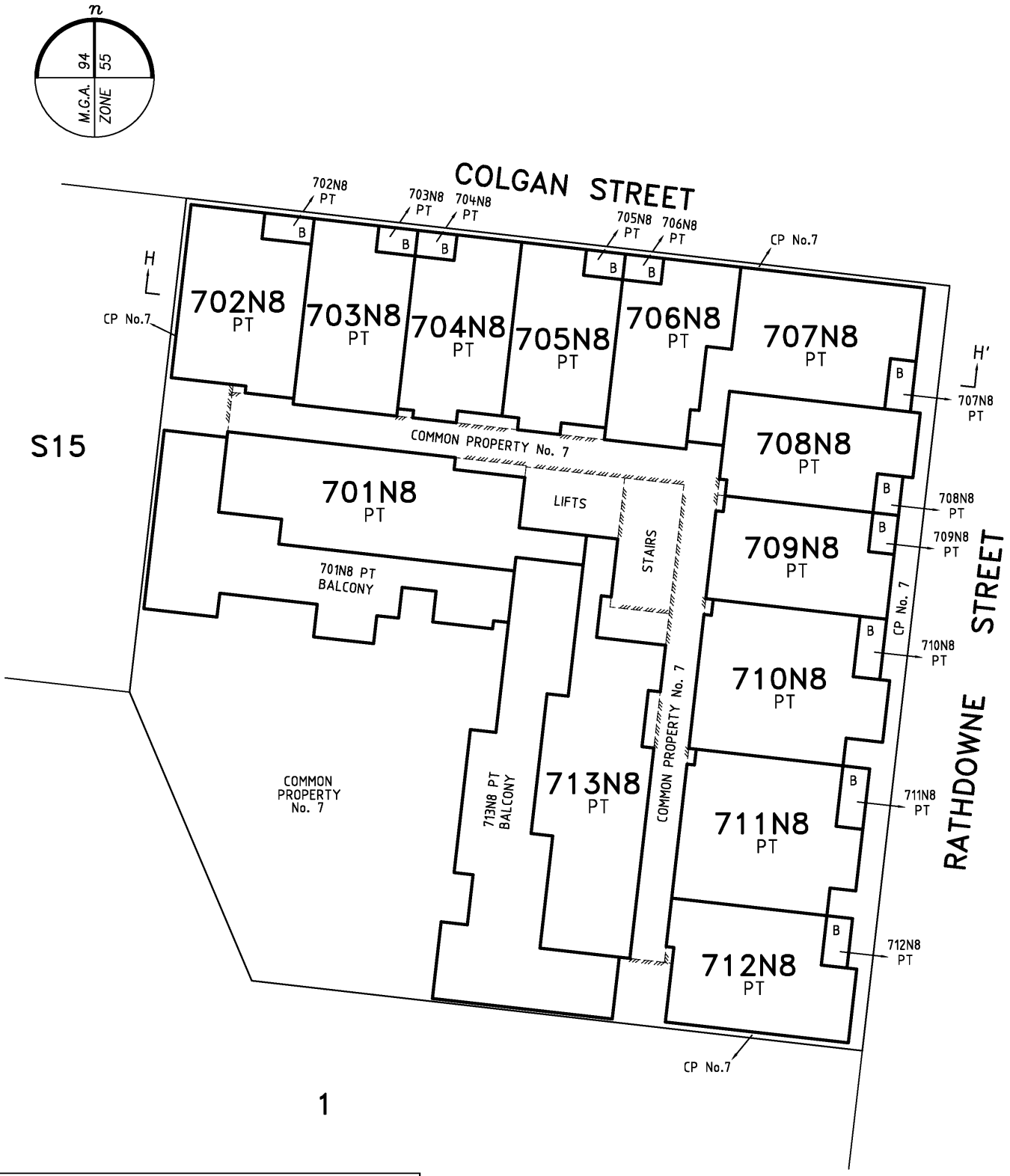
LEVEL 6
DIAGRAM 20

ORIGINAL		SCALE		Sheet 47
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 DWG VERSION	

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 48 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

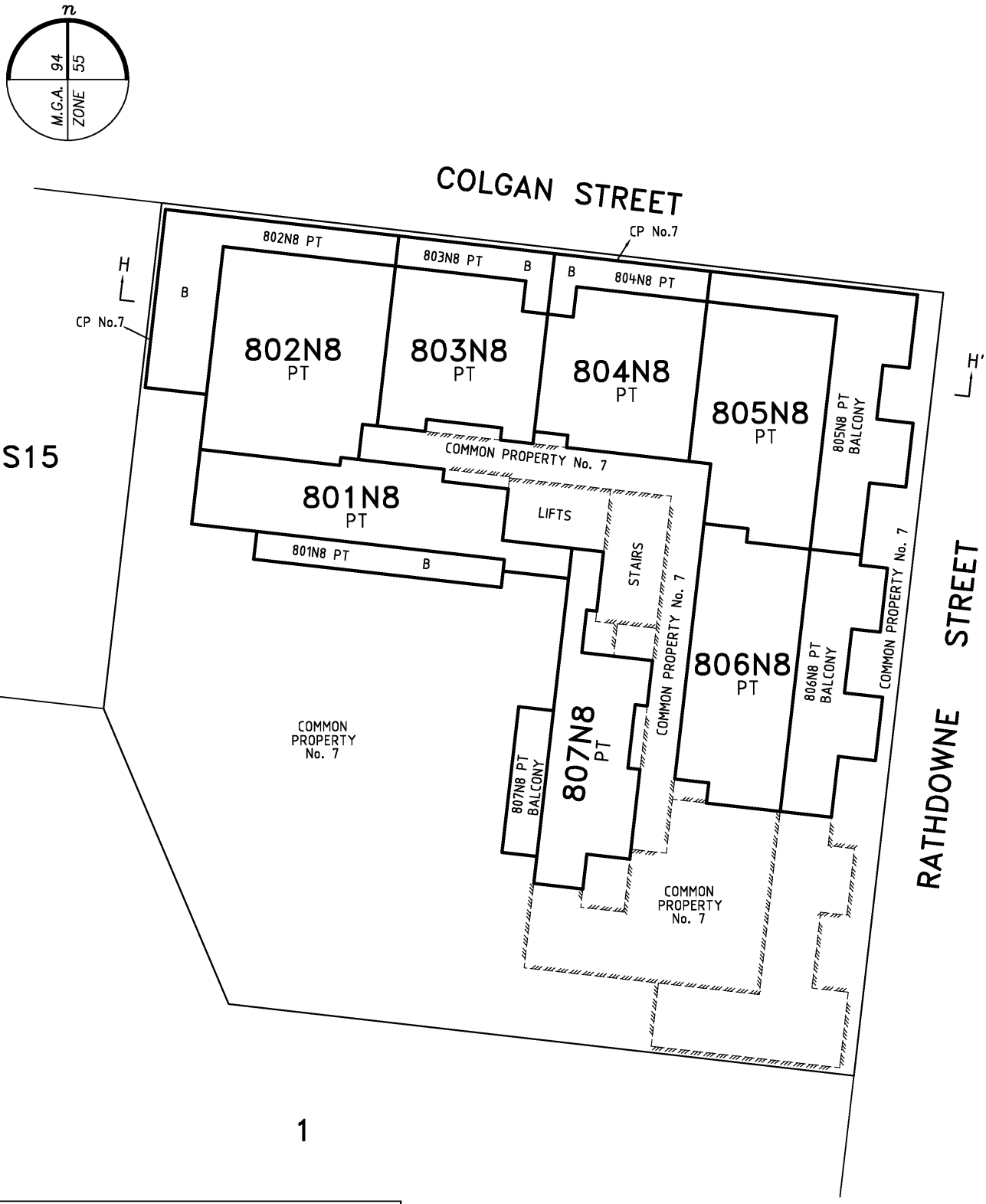
LEVEL 7
DIAGRAM 21

ORIGINAL		SCALE		Sheet 48
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 DWG	VERSION

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 49 of 52

PLAN OF SUBDIVISION

Plan Number
PS 627030V



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

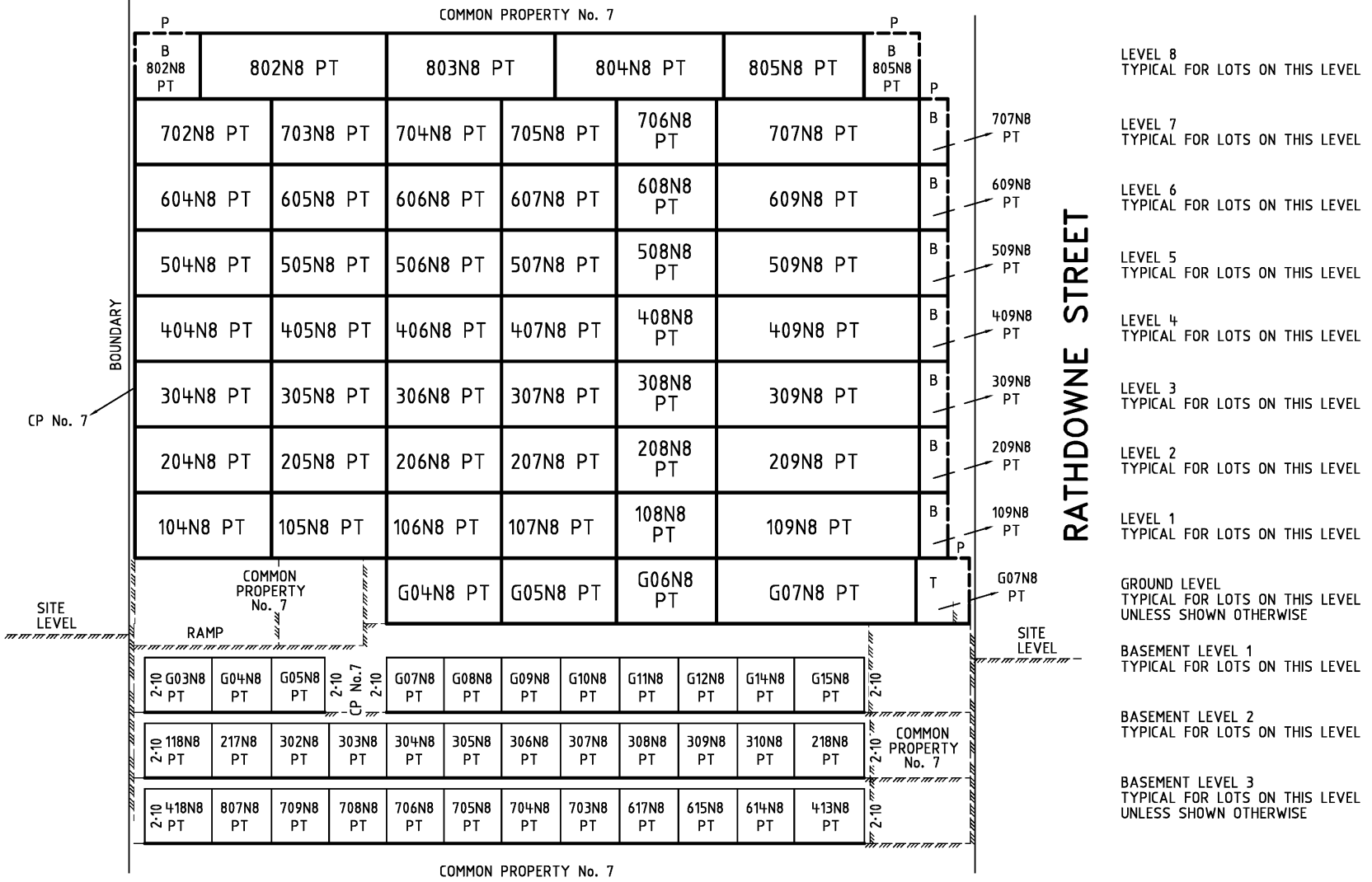
LEVEL 8
DIAGRAM 22

ORIGINAL		SCALE		Sheet 49
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 26685083 VERSION	
			DWG	

PLAN OF SUBDIVISION

Plan Number
PS 627030V

S15



SECTION H - H'
NOT TO SCALE

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

ORIGINAL	
SCALE	SHEET SIZE
NTS	A3

SCALE
0
LENGTHS ARE IN METRES

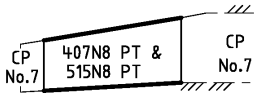
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 26685083 VERSION
DWG

Sheet 50

Delivered by LANDATA®, timestamp 20/10/2022 12:17 Page 50 of 52

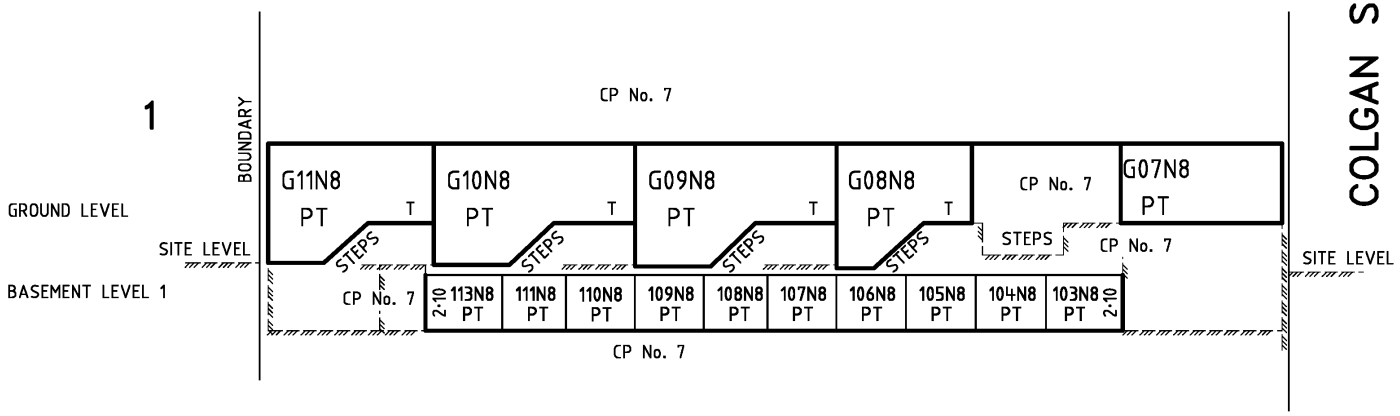
PLAN OF SUBDIVISION

Plan Number
PS 627030V



BASEMENT LEVEL 3

SECTION J - J'
NOT TO SCALE



SECTION K - K'
NOT TO SCALE

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

ORIGINAL	
SCALE	SHEET SIZE
NTS	A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 26685083 VERSION
DWG

Sheet 51

Delivered by LANDATA®, timestamp 20/10/2022 12:18 Page 51 of 52

Delivered by LANDATA®, timestamp 20/10/2022 12:18 Page 52 of 52

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1)
REGISTERED DATE 23/03/2010 TIME 1.49 PM

PLAN NUMBER
PS627030V

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS S2 & S4		CREATION OF EASEMENT	AH682759U	7/1/11	2	HJR
LOT S2		STAGE 2 RE-SUBDIVISION	PS627030V/S2	20/4/11	3	RH
LOT S4	LOTS S5, S6 & S7	STAGE PLAN	PS627030V/S3	3/5/11	4	R.J.M
LOT S6	LOTS S10 & S11	STAGE PLAN	PS627030V/S4	19/7/11	5	A.R.T.
LOT S-5	ROAD R3	STAGE PLAN	PS627030V/S5	13/10/11	6	M.H
EASEMENTS E-8, E-18		REMOVAL OF EASEMENT	PS627030V/S5	13/10/11	6	M.H
LOT S10	LOT S12 & ROAD R4	STAGE PLAN	PS627030V/S6	04/03/14	7	JFM
LOT S12	LOTS S13, S14 & S15	STAGE PLAN	PS627030V/S7	12/6/14	8	W.S.
LOT S9	LOTS 1N3N - 7N3N, LOTS 101N3N - 108N3N, LOTS 201N3N - 208N3N, LOTS 301N3N - 308N3N, LOTS 401N3N - 404N3N, LOTS 1N3S - 14N3S, LOTS 101N3S - 114N3S, LOTS 201N3S - 214N3S, LOTS 301N3S - 314N3S, LOTS 401N3S - 414N3S, LOTS 501N3S - 505N3S,	STAGE PLAN	PS627030V/S9	19/11/14	9	JBHB
LOTS S11, S13, S14	LOTS S16, S17 RESERVE No. 1	STAGE PLAN	PS627030V/S10	30/10/15	10	ARC
LOT S7	LOTS G01N8-G15N8, 101N8-118N8, 201N8-218N8, 301N8-318N8, 401N8-418N8, 501N8-518N8, 601N8-618N8, 701N8-713N8, 801N8-807N8 AND CP7	STAGE PLAN	PS627030V/S8	22/03/17	11	RGM
LOT 1	E-24	CREATION OF EASEMENT	AR522133A	05/10/18	12	G.LY

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 20/10/2022 12:13:37 PM

OWNERS CORPORATION 1
PLAN NO. PS627030V

The land in PS627030V is affected by 7 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 101N2, 101N4, 102N2, 102N4, 103N2, 103N4, 104N2, 104N4, 105N2, 105N4, 106N2, 106N4, 107N2, 107N4, 108N2, 108N4, 109N2, 109N4, 110N2, 111N2, 201N2, 201N4, 202N2, 202N4, 203N2, 203N4, 204N2, 204N4, 205N2, 205N4, 206N2, 206N4, 207N2, 207N4, 208N2, 208N4, 209N2, 209N4, 210N2, 211N2, 301N2, 301N4, 302N2, 302N4, 303N2, 303N4, 304N2, 304N4, 305N2, 305N4, 306N2, 306N4, 307N2, 307N4, 308N2, 308N4, 309N2, 309N4, 310N2, 311N2, 401N4, 402N4, 403N4, 404N4, 405N4, 406N4, 407N4, 408N4, 409N4, G01N2, G01N4, G10N2, G10N4, G11N2, G02N2, G02N4, G03N2, G03N4, G04N2, G04N4, G05N2, G05N4, G06N2, G06N4, G07N2, G07N4, G08N2, G08N4, G09N2, G09N4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 2.9 63 STEAD STREET SOUTH MELBOURNE VIC 3205

AN939107L 15/06/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AJ082089T 25/07/2011

Additional Owners Corporation Information:

OC010503R 20/04/2011

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

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:37 PM

OWNERS CORPORATION 1
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 101N2	101	101
Lot 101N4	140	140
Lot 102N2	92	92
Lot 102N4	107	107
Lot 103N2	127	127
Lot 103N4	141	141
Lot 104N2	127	127
Lot 104N4	124	124
Lot 105N2	79	79
Lot 105N4	81	81
Lot 106N2	119	119
Lot 106N4	107	107
Lot 107N2	79	79
Lot 107N4	127	127
Lot 108N2	107	107
Lot 108N4	79	79
Lot 109N2	129	129
Lot 109N4	104	104
Lot 110N2	140	140
Lot 111N2	140	140
Lot 201N2	102	102
Lot 201N4	141	141
Lot 202N2	80	80
Lot 202N4	108	108
Lot 203N2	129	129
Lot 203N4	142	142
Lot 204N2	129	129
Lot 204N4	126	126
Lot 205N2	80	80

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:37 PM

OWNERS CORPORATION 1
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 205N4	82	82
Lot 206N2	121	121
Lot 206N4	108	108
Lot 207N2	80	80
Lot 207N4	129	129
Lot 208N2	108	108
Lot 208N4	80	80
Lot 209N2	130	130
Lot 209N4	105	105
Lot 210N2	141	141
Lot 211N2	141	141
Lot 301N2	103	103
Lot 301N4	142	142
Lot 302N2	81	81
Lot 302N4	108	108
Lot 303N2	130	130
Lot 303N4	144	144
Lot 304N2	130	130
Lot 304N4	129	129
Lot 305N2	81	81
Lot 305N4	83	83
Lot 306N2	122	122
Lot 306N4	108	108
Lot 307N2	81	81
Lot 307N4	131	131
Lot 308N2	108	108
Lot 308N4	82	82
Lot 309N2	132	132
Lot 309N4	105	105

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:37 PM

OWNERS CORPORATION 1
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 310N2	142	142
Lot 311N2	140	140
Lot 401N4	144	144
Lot 402N4	109	109
Lot 403N4	145	145
Lot 404N4	131	131
Lot 405N4	84	84
Lot 406N4	109	109
Lot 407N4	134	134
Lot 408N4	82	82
Lot 409N4	107	107
Lot G01N2	104	104
Lot G01N4	107	107
Lot G10N2	140	140
Lot G10N4	105	105
Lot G11N2	108	108
Lot G02N2	82	82
Lot G02N4	105	105
Lot G03N2	104	104
Lot G03N4	105	105
Lot G04N2	104	104
Lot G04N4	108	108
Lot G05N2	82	82
Lot G05N4	126	126
Lot G06N2	123	123
Lot G06N4	82	82
Lot G07N2	107	107
Lot G07N4	107	107
Lot G08N2	79	79

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:37 PM

OWNERS CORPORATION 1
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G08N4	78	78
Lot G09N2	127	127
Lot G09N4	78	78
Total	**10000.00**	**10000.00**

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

Statement End.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 20/10/2022 12:13:38 PM

OWNERS CORPORATION 2
PLAN NO. PS627030V

The land in PS627030V is affected by 7 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101N2, 102N2, 103N2, 104N2, 105N2, 106N2, 107N2, 108N2, 109N2, 110N2, 111N2, 201N2, 202N2, 203N2, 204N2, 205N2, 206N2, 207N2, 208N2, 209N2, 210N2, 211N2, 301N2, 302N2, 303N2, 304N2, 305N2, 306N2, 307N2, 308N2, 309N2, 310N2, 311N2, G01N2, G10N2, G11N2, G02N2, G03N2, G04N2, G05N2, G06N2, G07N2, G08N2, G09N2.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

SUITE 2.9 63 STEAD STREET SOUTH MELBOURNE VIC 3205

AN939107L 15/06/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AJ087463T 25/07/2011

Additional Owners Corporation Information:

OC010504P 20/04/2011

Notations:

Members of Owners Corporation 2 may also affected by Owners Corporation 1 & 3. 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 101N2	101	101
Lot 102N2	92	92
Lot 103N2	127	127
Lot 104N2	127	127

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:38 PM

OWNERS CORPORATION 2
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105N2	79	79
Lot 106N2	119	119
Lot 107N2	79	79
Lot 108N2	107	107
Lot 109N2	129	129
Lot 110N2	140	140
Lot 111N2	140	140
Lot 201N2	102	102
Lot 202N2	80	80
Lot 203N2	129	129
Lot 204N2	129	129
Lot 205N2	80	80
Lot 206N2	121	121
Lot 207N2	80	80
Lot 208N2	108	108
Lot 209N2	130	130
Lot 210N2	141	141
Lot 211N2	141	141
Lot 301N2	103	103
Lot 302N2	81	81
Lot 303N2	130	130
Lot 304N2	130	130
Lot 305N2	81	81
Lot 306N2	122	122
Lot 307N2	81	81
Lot 308N2	108	108
Lot 309N2	132	132
Lot 310N2	142	142
Lot 311N2	140	140

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:38 PM

OWNERS CORPORATION 2
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G01N2	104	104
Lot G10N2	140	140
Lot G11N2	108	108
Lot G02N2	82	82
Lot G03N2	104	104
Lot G04N2	104	104
Lot G05N2	82	82
Lot G06N2	123	123
Lot G07N2	107	107
Lot G08N2	79	79
Lot G09N2	127	127
Total	**4891.00**	**4891.00**

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

Statement End.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 20/10/2022 12:13:35 PM

OWNERS CORPORATION 3
PLAN NO. PS627030V

The land in PS627030V is affected by 7 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 101N4, 102N4, 103N4, 104N4, 105N4, 106N4, 107N4, 108N4, 109N4, 201N4, 202N4, 203N4, 204N4, 205N4, 206N4, 207N4, 208N4, 209N4, 301N4, 302N4, 303N4, 304N4, 305N4, 306N4, 307N4, 308N4, 309N4, 401N4, 402N4, 403N4, 404N4, 405N4, 406N4, 407N4, 408N4, 409N4, G01N4, G10N4, G02N4, G03N4, G04N4, G05N4, G06N4, G07N4, G08N4, G09N4.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

SUITE 2.9 63 STEAD STREET SOUTH MELBOURNE VIC 3205

AN939107L 15/06/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AJ087511K 25/07/2011

Additional Owners Corporation Information:

OC010505M 20/04/2011

Notations:

Members of Owners Corporation 3 may also affected by Owners Corporation 1 & 2. Folio of the Register for Common Property No.3 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 101N4	140	140
Lot 102N4	107	107
Lot 103N4	141	141
Lot 104N4	124	124

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:35 PM

OWNERS CORPORATION 3
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105N4	81	81
Lot 106N4	107	107
Lot 107N4	127	127
Lot 108N4	79	79
Lot 109N4	104	104
Lot 201N4	141	141
Lot 202N4	108	108
Lot 203N4	142	142
Lot 204N4	126	126
Lot 205N4	82	82
Lot 206N4	108	108
Lot 207N4	129	129
Lot 208N4	80	80
Lot 209N4	105	105
Lot 301N4	142	142
Lot 302N4	108	108
Lot 303N4	144	144
Lot 304N4	129	129
Lot 305N4	83	83
Lot 306N4	108	108
Lot 307N4	131	131
Lot 308N4	82	82
Lot 309N4	105	105
Lot 401N4	144	144
Lot 402N4	109	109
Lot 403N4	145	145
Lot 404N4	131	131
Lot 405N4	84	84
Lot 406N4	109	109

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:35 PM

OWNERS CORPORATION 3
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 407N4	134	134
Lot 408N4	82	82
Lot 409N4	107	107
Lot G01N4	107	107
Lot G10N4	105	105
Lot G02N4	105	105
Lot G03N4	105	105
Lot G04N4	108	108
Lot G05N4	126	126
Lot G06N4	82	82
Lot G07N4	107	107
Lot G08N4	78	78
Lot G09N4	78	78
Total	**5109.00**	**5109.00**

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

Statement End.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 20/10/2022 12:13:40 PM

OWNERS CORPORATION 4
PLAN NO. PS627030V

The land in PS627030V is affected by 7 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 4 - 6, Lots 1N3N, 1N3S, 2N3N, 2N3S, 3N3N, 3N3S, 4N3N, 4N3S, 5N3N, 5N3S, 6N3N, 6N3S, 7N3N, 7N3S, 8N3S, 9N3S, 10N3S, 11N3S, 12N3S, 13N3S, 14N3S, 101N3N, 101N3S, 102N3N, 102N3S, 103N3N, 103N3S, 104N3N, 104N3S, 105N3N, 105N3S, 106N3N, 106N3S, 107N3N, 107N3S, 108N3N, 108N3S, 109N3S, 110N3S, 111N3S, 112N3S, 113N3S, 114N3S, 201N3N, 201N3S, 202N3N, 202N3S, 203N3N, 203N3S, 204N3N, 204N3S, 205N3N, 205N3S, 206N3N, 206N3S, 207N3N, 207N3S, 208N3N, 208N3S, 209N3S, 210N3S, 211N3S, 212N3S, 213N3S, 214N3S, 301N3N, 301N3S, 302N3N, 302N3S, 303N3N, 303N3S, 304N3N, 304N3S, 305N3N, 305N3S, 306N3N, 306N3S, 307N3N, 307N3S, 308N3N, 308N3S, 309N3S, 310N3S, 311N3S, 312N3S, 313N3S, 314N3S, 401N3N, 401N3S, 402N3N, 402N3S, 403N3N, 403N3S, 404N3N, 404N3S, 405N3S, 406N3S, 407N3S, 408N3S, 409N3S, 410N3S, 411N3S, 412N3S, 413N3S, 414N3S, 501N3S, 502N3S, 503N3S, 504N3S, 505N3S.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT ALLIANCE UNIT 2 2 GLENFERRIE ROAD MALVERN VIC 3144

OC023988P 19/11/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC023991B 19/11/2014

Additional Owners Corporation Information:

OC023988P 19/11/2014

Notations:

Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Common Property 5	0	0

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:40 PM

OWNERS CORPORATION 4
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Lot 1N3N	98	98
Lot 1N3S	79	79
Lot 2N3N	90	90
Lot 2N3S	107	107
Lot 3N3N	103	103
Lot 3N3S	98	98
Lot 4N3N	102	102
Lot 4N3S	94	94
Lot 5N3N	107	107
Lot 5N3S	103	103
Lot 6N3N	97	97
Lot 6N3S	65	65
Lot 7N3N	96	96
Lot 7N3S	75	75
Lot 8N3S	75	75
Lot 9N3S	75	75
Lot 10N3S	96	96
Lot 11N3S	65	65
Lot 12N3S	62	62
Lot 13N3S	74	74
Lot 14N3S	75	75
Lot 101N3N	97	97
Lot 101N3S	75	75
Lot 102N3N	88	88
Lot 102N3S	105	105
Lot 103N3N	94	94
Lot 103N3S	92	92
Lot 104N3N	105	105

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:40 PM

OWNERS CORPORATION 4
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104N3S	94	94
Lot 105N3N	66	66
Lot 105N3S	105	105
Lot 106N3N	66	66
Lot 106N3S	106	106
Lot 107N3N	92	92
Lot 107N3S	75	75
Lot 108N3N	95	95
Lot 108N3S	73	73
Lot 109N3S	73	73
Lot 110N3S	96	96
Lot 111N3S	65	65
Lot 112N3S	72	72
Lot 113N3S	64	64
Lot 114N3S	74	74
Lot 201N3N	97	97
Lot 201N3S	76	76
Lot 202N3N	88	88
Lot 202N3S	105	105
Lot 203N3N	97	97
Lot 203N3S	92	92
Lot 204N3N	106	106
Lot 204N3S	94	94
Lot 205N3N	75	75
Lot 205N3S	105	105
Lot 206N3N	67	67
Lot 206N3S	106	106
Lot 207N3N	92	92
Lot 207N3S	75	75

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:40 PM

OWNERS CORPORATION 4
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208N3N	95	95
Lot 208N3S	75	75
Lot 209N3S	75	75
Lot 210N3S	96	96
Lot 211N3S	98	98
Lot 212N3S	72	72
Lot 213N3S	65	65
Lot 214N3S	74	74
Lot 301N3N	97	97
Lot 301N3S	77	77
Lot 302N3N	88	88
Lot 302N3S	105	105
Lot 303N3N	98	98
Lot 303N3S	92	92
Lot 304N3N	107	107
Lot 304N3S	94	94
Lot 305N3N	76	76
Lot 305N3S	105	105
Lot 306N3N	76	76
Lot 306N3S	106	106
Lot 307N3N	92	92
Lot 307N3S	76	76
Lot 308N3N	95	95
Lot 308N3S	75	75
Lot 309N3S	75	75
Lot 310N3S	96	96
Lot 311N3S	98	98
Lot 312N3S	72	72
Lot 313N3S	75	75

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:40 PM

OWNERS CORPORATION 4
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 314N3S	74	74
Lot 401N3N	150	150
Lot 401N3S	77	77
Lot 402N3N	101	101
Lot 402N3S	105	105
Lot 403N3N	108	108
Lot 403N3S	92	92
Lot 404N3N	141	141
Lot 404N3S	94	94
Lot 405N3S	105	105
Lot 406N3S	106	106
Lot 407N3S	77	77
Lot 408N3S	75	75
Lot 409N3S	75	75
Lot 410N3S	96	96
Lot 411N3S	98	98
Lot 412N3S	72	72
Lot 413N3S	75	75
Lot 414N3S	74	74
Lot 501N3S	132	132
Lot 502N3S	150	150
Lot 503N3S	146	146
Lot 504N3S	154	154
Lot 505N3S	115	115
Total	**10000.00**	**10000.00**

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

Statement End.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 20/10/2022 12:13:46 PM

OWNERS CORPORATION 5
PLAN NO. PS627030V

The land in PS627030V is affected by 7 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 5, Lots 1N3N, 2N3N, 3N3N, 4N3N, 5N3N, 6N3N, 7N3N, 101N3N, 102N3N, 103N3N, 104N3N, 105N3N, 106N3N, 107N3N, 108N3N, 201N3N, 202N3N, 203N3N, 204N3N, 205N3N, 206N3N, 207N3N, 208N3N, 301N3N, 302N3N, 303N3N, 304N3N, 305N3N, 306N3N, 307N3N, 308N3N, 401N3N, 402N3N, 403N3N, 404N3N.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

THE KNIGHT ALLIANCE UNIT 2 2 GLENFERRIE ROAD MALVERN VIC 3144

OC023989M 19/11/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC024260N 19/11/2014

Additional Owners Corporation Information:

OC023989M 19/11/2014

Notations:

Members of Owners Corporation 5 are also affected by Owners Corporation 4. Folio of the Register for Common Property No. 5 is in the name of Owners Corporation 4.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 1N3N	98	98
Lot 2N3N	90	90
Lot 3N3N	103	103
Lot 4N3N	102	102

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:46 PM

OWNERS CORPORATION 5
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5N3N	107	107
Lot 6N3N	97	97
Lot 7N3N	96	96
Lot 101N3N	97	97
Lot 102N3N	88	88
Lot 103N3N	94	94
Lot 104N3N	105	105
Lot 105N3N	66	66
Lot 106N3N	66	66
Lot 107N3N	92	92
Lot 108N3N	95	95
Lot 201N3N	97	97
Lot 202N3N	88	88
Lot 203N3N	97	97
Lot 204N3N	106	106
Lot 205N3N	75	75
Lot 206N3N	67	67
Lot 207N3N	92	92
Lot 208N3N	95	95
Lot 301N3N	97	97
Lot 302N3N	88	88
Lot 303N3N	98	98
Lot 304N3N	107	107
Lot 305N3N	76	76
Lot 306N3N	76	76
Lot 307N3N	92	92
Lot 308N3N	95	95
Lot 401N3N	150	150
Lot 402N3N	101	101

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:46 PM

OWNERS CORPORATION 5
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 403N3N	108	108
Lot 404N3N	141	141
Total	**3342.00**	**3342.00**

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

Statement End.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 20/10/2022 12:13:48 PM

OWNERS CORPORATION 6
PLAN NO. PS627030V

The land in PS627030V is affected by 7 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 6, Lots 1N3S, 2N3S, 3N3S, 4N3S, 5N3S, 6N3S, 7N3S, 8N3S, 9N3S, 10N3S, 11N3S, 12N3S, 13N3S, 14N3S, 101N3S, 102N3S, 103N3S, 104N3S, 105N3S, 106N3S, 107N3S, 108N3S, 109N3S, 110N3S, 111N3S, 112N3S, 113N3S, 114N3S, 201N3S, 202N3S, 203N3S, 204N3S, 205N3S, 206N3S, 207N3S, 208N3S, 209N3S, 210N3S, 211N3S, 212N3S, 213N3S, 214N3S, 301N3S, 302N3S, 303N3S, 304N3S, 305N3S, 306N3S, 307N3S, 308N3S, 309N3S, 310N3S, 311N3S, 312N3S, 313N3S, 314N3S, 401N3S, 402N3S, 403N3S, 404N3S, 405N3S, 406N3S, 407N3S, 408N3S, 409N3S, 410N3S, 411N3S, 412N3S, 413N3S, 414N3S, 501N3S, 502N3S, 503N3S, 504N3S, 505N3S.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

THE KNIGHT ALLIANCE UNIT 2 2 GLENFERRIE ROAD MALVERN VIC 3144

OC023990D 19/11/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC024261L 19/11/2014

Additional Owners Corporation Information:

OC023990D 19/11/2014

Notations:

Members of Owners Corporation 6 are also affected by Owners Corporation 4. Folio of the Register for Common Property No. 6 is in the name of Owners Corporation 4.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Lot 1N3S	79	79
Lot 2N3S	107	107

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:48 PM

OWNERS CORPORATION 6
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3N3S	98	98
Lot 4N3S	94	94
Lot 5N3S	103	103
Lot 6N3S	65	65
Lot 7N3S	75	75
Lot 8N3S	75	75
Lot 9N3S	75	75
Lot 10N3S	96	96
Lot 11N3S	65	65
Lot 12N3S	62	62
Lot 13N3S	74	74
Lot 14N3S	75	75
Lot 101N3S	75	75
Lot 102N3S	105	105
Lot 103N3S	92	92
Lot 104N3S	94	94
Lot 105N3S	105	105
Lot 106N3S	106	106
Lot 107N3S	75	75
Lot 108N3S	73	73
Lot 109N3S	73	73
Lot 110N3S	96	96
Lot 111N3S	65	65
Lot 112N3S	72	72
Lot 113N3S	64	64
Lot 114N3S	74	74
Lot 201N3S	76	76
Lot 202N3S	105	105
Lot 203N3S	92	92

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:48 PM

OWNERS CORPORATION 6
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 204N3S	94	94
Lot 205N3S	105	105
Lot 206N3S	106	106
Lot 207N3S	75	75
Lot 208N3S	75	75
Lot 209N3S	75	75
Lot 210N3S	96	96
Lot 211N3S	98	98
Lot 212N3S	72	72
Lot 213N3S	65	65
Lot 214N3S	74	74
Lot 301N3S	77	77
Lot 302N3S	105	105
Lot 303N3S	92	92
Lot 304N3S	94	94
Lot 305N3S	105	105
Lot 306N3S	106	106
Lot 307N3S	76	76
Lot 308N3S	75	75
Lot 309N3S	75	75
Lot 310N3S	96	96
Lot 311N3S	98	98
Lot 312N3S	72	72
Lot 313N3S	75	75
Lot 314N3S	74	74
Lot 401N3S	77	77
Lot 402N3S	105	105
Lot 403N3S	92	92
Lot 404N3S	94	94

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:48 PM

OWNERS CORPORATION 6
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405N3S	105	105
Lot 406N3S	106	106
Lot 407N3S	77	77
Lot 408N3S	75	75
Lot 409N3S	75	75
Lot 410N3S	96	96
Lot 411N3S	98	98
Lot 412N3S	72	72
Lot 413N3S	75	75
Lot 414N3S	74	74
Lot 501N3S	132	132
Lot 502N3S	150	150
Lot 503N3S	146	146
Lot 504N3S	154	154
Lot 505N3S	115	115
Total	**6658.00**	**6658.00**

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

Statement End.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 20/10/2022 12:13:51 PM

OWNERS CORPORATION 7
PLAN NO. PS627030V

The land in PS627030V is affected by 7 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 7, Lots 101N8, 102N8, 103N8, 104N8, 105N8, 106N8, 107N8, 108N8, 109N8, 110N8, 111N8, 112N8, 113N8, 114N8, 115N8, 116N8, 117N8, 118N8, 201N8, 202N8, 203N8, 204N8, 205N8, 206N8, 207N8, 208N8, 209N8, 210N8, 211N8, 212N8, 213N8, 214N8, 215N8, 216N8, 217N8, 218N8, 301N8, 302N8, 303N8, 304N8, 305N8, 306N8, 307N8, 308N8, 309N8, 310N8, 311N8, 312N8, 313N8, 314N8, 315N8, 316N8, 317N8, 318N8, 401N8, 402N8, 403N8, 404N8, 405N8, 406N8, 407N8, 408N8, 409N8, 410N8, 411N8, 412N8, 413N8, 414N8, 415N8, 416N8, 417N8, 418N8, 501N8, 502N8, 503N8, 504N8, 505N8, 506N8, 507N8, 508N8, 509N8, 510N8, 511N8, 512N8, 513N8, 514N8, 515N8, 516N8, 517N8, 518N8, 601N8, 602N8, 603N8, 604N8, 605N8, 606N8, 607N8, 608N8, 609N8, 610N8, 611N8, 612N8, 613N8, 614N8, 615N8, 616N8, 617N8, 618N8, 701N8, 702N8, 703N8, 704N8, 705N8, 706N8, 707N8, 708N8, 709N8, 710N8, 711N8, 712N8, 713N8, 801N8, 802N8, 803N8, 804N8, 805N8, 806N8, 807N8, G01N8, G10N8, G11N8, G12N8, G13N8, G14N8, G15N8, G02N8, G03N8, G04N8, G05N8, G06N8, G07N8, G08N8, G09N8.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

2/2 GLENFERRIE ROAD MALVERN VIC 3144

OC034128G 22/03/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AN801892H 05/05/2017

Additional Owners Corporation Information:

OC034128G 22/03/2017

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 7	0	0
Lot 101N8	38	38

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

Owners Corporation Search Report

Produced: 20/10/2022 12:13:51 PM

OWNERS CORPORATION 7
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 102N8	52	52
Lot 103N8	54	54
Lot 104N8	53	53
Lot 105N8	43	43
Lot 106N8	44	44
Lot 107N8	42	42
Lot 108N8	42	42
Lot 109N8	54	54
Lot 110N8	45	45
Lot 111N8	44	44
Lot 112N8	58	58
Lot 113N8	58	58
Lot 114N8	53	53
Lot 115N8	54	54
Lot 116N8	34	34
Lot 117N8	42	42
Lot 118N8	42	42
Lot 201N8	38	38
Lot 202N8	52	52
Lot 203N8	54	54
Lot 204N8	54	54
Lot 205N8	43	43
Lot 206N8	44	44
Lot 207N8	42	42
Lot 208N8	42	42
Lot 209N8	54	54
Lot 210N8	44	44
Lot 211N8	45	45
Lot 212N8	59	59

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

VICTORIA State Government

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:51 PM

OWNERS CORPORATION 7
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 213N8	59	59
Lot 214N8	54	54
Lot 215N8	53	53
Lot 216N8	34	34
Lot 217N8	42	42
Lot 218N8	42	42
Lot 301N8	38	38
Lot 302N8	53	53
Lot 303N8	55	55
Lot 304N8	54	54
Lot 305N8	43	43
Lot 306N8	45	45
Lot 307N8	43	43
Lot 308N8	43	43
Lot 309N8	55	55
Lot 310N8	45	45
Lot 311N8	45	45
Lot 312N8	59	59
Lot 313N8	59	59
Lot 314N8	54	54
Lot 315N8	55	55
Lot 316N8	34	34
Lot 317N8	43	43
Lot 318N8	43	43
Lot 401N8	38	38
Lot 402N8	53	53
Lot 403N8	55	55
Lot 404N8	55	55
Lot 405N8	43	43

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

Owners Corporation Search Report

Produced: 20/10/2022 12:13:51 PM

OWNERS CORPORATION 7
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 406N8	45	45
Lot 407N8	43	43
Lot 408N8	43	43
Lot 409N8	55	55
Lot 410N8	45	45
Lot 411N8	45	45
Lot 412N8	60	60
Lot 413N8	60	60
Lot 414N8	55	55
Lot 415N8	54	54
Lot 416N8	34	34
Lot 417N8	43	43
Lot 418N8	43	43
Lot 501N8	39	39
Lot 502N8	54	54
Lot 503N8	56	56
Lot 504N8	55	55
Lot 505N8	44	44
Lot 506N8	45	45
Lot 507N8	43	43
Lot 508N8	43	43
Lot 509N8	56	56
Lot 510N8	46	46
Lot 511N8	45	45
Lot 512N8	60	60
Lot 513N8	60	60
Lot 514N8	55	55
Lot 515N8	56	56
Lot 516N8	34	34

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:51 PM

OWNERS CORPORATION 7
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 517N8	43	43
Lot 518N8	43	43
Lot 601N8	39	39
Lot 602N8	54	54
Lot 603N8	56	56
Lot 604N8	56	56
Lot 605N8	44	44
Lot 606N8	45	45
Lot 607N8	43	43
Lot 608N8	43	43
Lot 609N8	56	56
Lot 610N8	45	45
Lot 611N8	46	46
Lot 612N8	61	61
Lot 613N8	61	61
Lot 614N8	56	56
Lot 615N8	55	55
Lot 616N8	35	35
Lot 617N8	43	43
Lot 618N8	43	43
Lot 701N8	93	93
Lot 702N8	56	56
Lot 703N8	44	44
Lot 704N8	46	46
Lot 705N8	44	44
Lot 706N8	44	44
Lot 707N8	56	56
Lot 708N8	46	46
Lot 709N8	46	46

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

VICTORIA State Government

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:51 PM

OWNERS CORPORATION 7
PLAN NO. PS627030V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 710N8	61	61
Lot 711N8	61	61
Lot 712N8	57	57
Lot 713N8	90	90
Lot 801N8	66	66
Lot 802N8	85	85
Lot 803N8	57	57
Lot 804N8	57	57
Lot 805N8	67	67
Lot 806N8	69	69
Lot 807N8	56	56
Lot G01N8	39	39
Lot G10N8	58	58
Lot G11N8	53	53
Lot G12N8	54	54
Lot G13N8	34	34
Lot G14N8	44	44
Lot G15N8	43	43
Lot G02N8	35	35
Lot G03N8	45	45
Lot G04N8	44	44
Lot G05N8	43	43
Lot G06N8	38	38
Lot G07N8	44	44
Lot G08N8	45	45
Lot G09N8	58	58
Total	**7078.00**	**7078.00**

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

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2022 12:13:51 PM

OWNERS CORPORATION 7
PLAN NO. PS627030V

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

Statement End.

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

882375

APPLICANT'S NAME & ADDRESS

LUONG NGUYEN C/- LANDATA

MELBOURNE

VENDOR

DASAAD, MULIJONO

PURCHASER

TBA, TBA TBA

REFERENCE

LNS638

This certificate is issued for:

LOT 701N8 PLAN PS627030 ALSO KNOWN AS 701/495 RATHDOWNE STREET CARLTON MELBOURNE CITY

The land is covered by the:
MELBOURNE PLANNING SCHEME

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

The land:
- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 8
and a PARKING OVERLAY - PRECINCT 12

A Proposed Amending Planning Scheme C278melb has been placed on public exhibition which shows this property :

- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 - C278melb

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/melbourne)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

20 October 2022

Ms. Lizzie Blandthorn MP
Minister for Planning

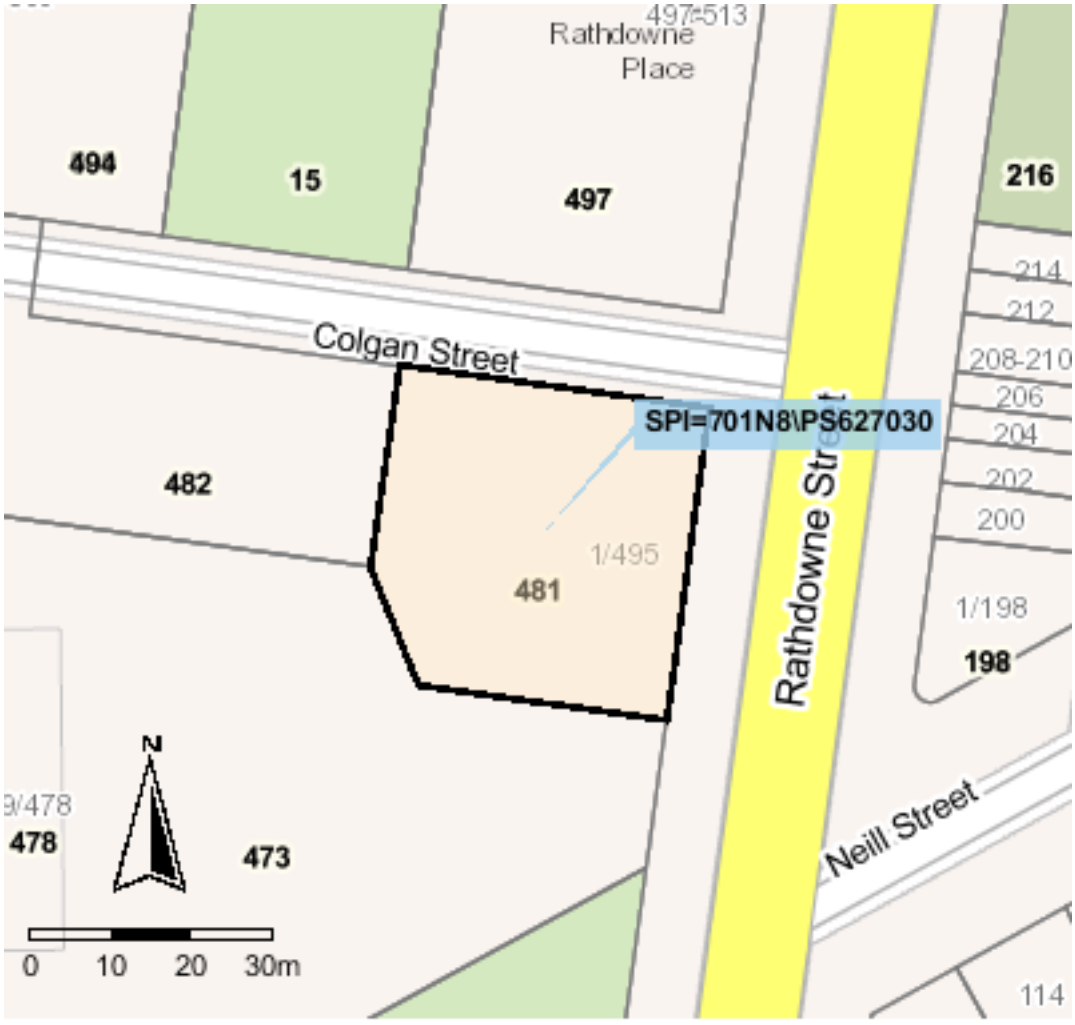
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: **188634**
DATE OF ISSUE: **20-Oct-2022**
YEAR ENDING: **30-Jun-2023**

1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.

2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: **Unit 701, Level 7, 495 Rathdowne Street, CARLTON VIC 3053**

Legal Description: **Lot 701N8 PS627030V CT-11862/636**

Valuation Date: **01-Jul-2022** **Assessment No:** **239425 2**

Net Annual Value: **34,750** **Capital Improved Value:** **695,000** **Site Value:** **65,000**

Owner recorded by Council: **Dr Dasaad Mulijono and Ms Eriawaty Tan**

RATES AND CHARGES
for the period 01/07/2022 to 30/06/2023

		Balance Owing
General Rates	$	1,268.27
Fire Services Levy	$	0.00
Waste Services	$	378.00
Town Rate Arrears	$	0.00
Interest on overdue amounts	$	0.00
Legal Costs	$	0.00
Total Payments	$	-1646.27

TOTAL DUE **$ 0.00**

The total due as shown on this certificate may change prior to settlement

Please note: After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly**.**

How to Pay

By Mail

To GPO Box 2158
Melbourne Vic 3001

In person

Melbourne Town Hall
Business Hours
Monday to Friday
Cash Payments not accepted. Card payment available.

Phone and Internet

Mastercard or Visa only

Tel: Call 1300 130453
Internet: www.melbourne.vic.gov.au/rates

BPAY BPAY VIEW

Biller code: **79616**
Ref : **102394252**

Landata
DX250639 MELBOURNE

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 27O of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A

Applicants Reference 66628148-030-8:184513

Authorised Officer _____

Updates on this certificate will only be provided for a period of 90 days

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001
Email: propertydata@melbourne.vic.gov.au

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1253 4673 1111

DATE OF ISSUE - 20/10/2022

APPLICATION NO.
1079248

LANDATA COUNTER SERVICES

YOUR REF.
66628148-041-4

SOURCE NO. 99904685210

PROPERTY: UN 701/495 RATHDOWNE STREET CARLTON VIC 3053

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and sixteen dollars and one cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2022 - 30/06/2023	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	109.68	Quarterly	30/09/2022	27.42	0.00
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.28	Quarterly	30/09/2022	51.57	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	238.72	Quarterly	30/09/2022	59.68	0.00
TOTAL	636.28			220.27	0.00

Service charges owing to 30/06/2022	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 23/08/2022.	0.00
Adjustments	0.00
Current amount outstanding	0.00
Plus remainder service charges to be billed	416.01
BALANCE including unbilled service charges	416.01

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1253 4673 1111

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1253 4673 1111

DATE OF ISSUE - 20/10/2022

APPLICATION NO.
1079248

The Account is paid by the Automatic Account Payment Facility. To cancel this available facility, please advise Greater Western Waters Direct Debit Section, Locked Bag 350, Sunshine, 3020.

Please note the water meter on this property was last read on 23/08/2022.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 23/08/2022 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	$0.65 per day
Sewerage Disposal Charge	$0.17 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 23/08/2022 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1253 4673 1111

DATE OF ISSUE - 20/10/2022

APPLICATION NO.
1079248

Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:



ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

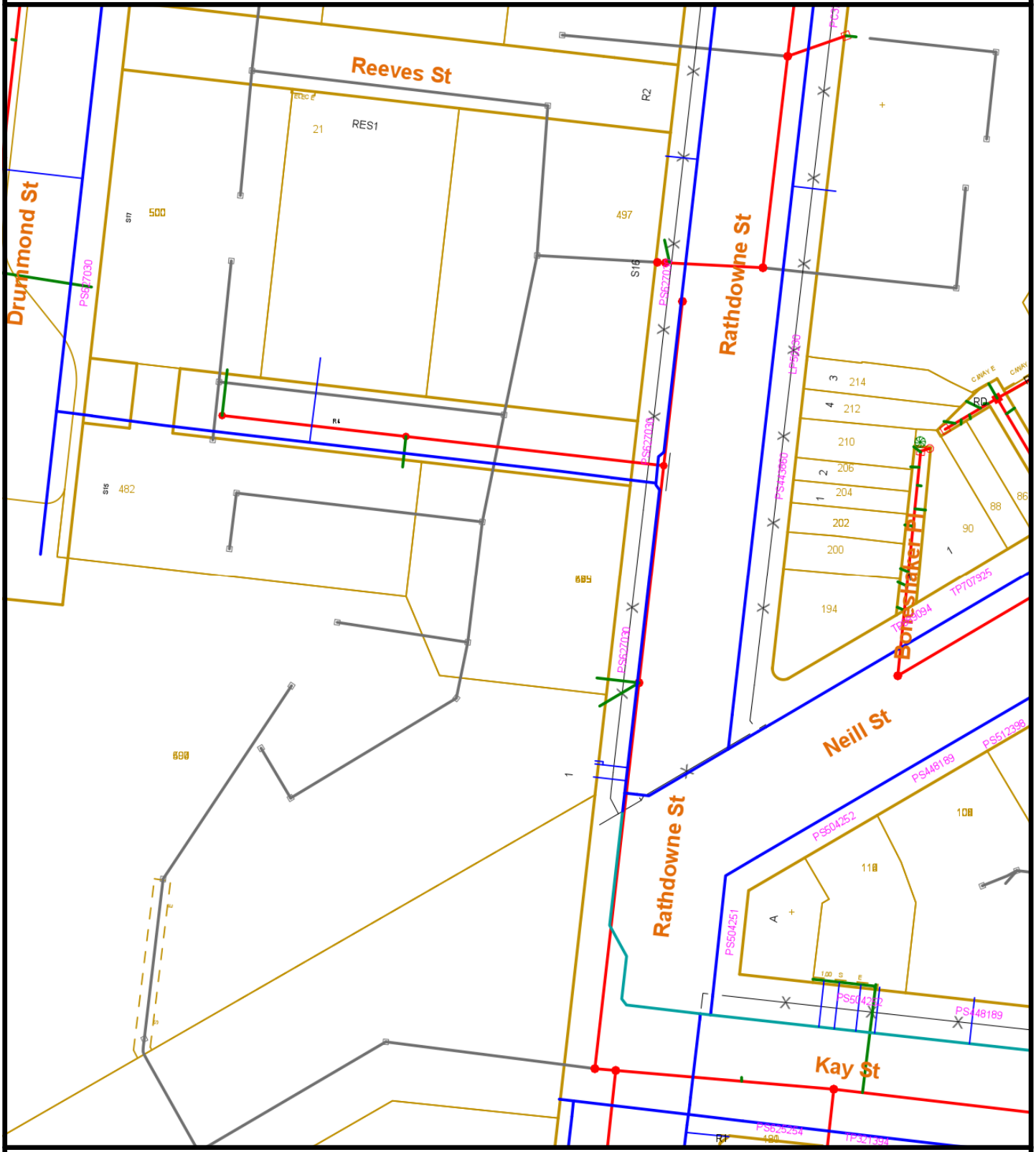
Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Encumbrance Plan

2/503 RATHDOWNE STREET CARLTON 3053

Application No. 1079248



LEGEND

Circular Manhole	Recycled Water Main	MW SW	MW Sewer Main		
Inspection Shaft	MW DR CH	MW Channel	MW ASW	MW Abandoned Sewer Main	
Sewer Main	MW DR ACH	MW Abandoned Channel	MW WS	MW Water Main	
Abandoned Sewer Main	MW DR NW	MW Natural Waterway	MW AWS	MW Abandoned Water Main	
Water Main	MW DR UG	MW Underground Drain		MW Manhole	
Abandoned Water Main	MW DR AUG	MW Abandoned Underground Drain	A	MW Abandoned Manhole	

N

Date: 20/10/2022

Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

SUBJECT: OWNERS CORPORATION CERTIFICATE
- IMPORTANT INFORMATION FOR VENDORS & PURCHASERS

Dear Sir/Madam,

As per your request, please find attached the following:

- Paid Tax Invoice
- Owners Corporation Certificate
- OC Certificate Attachments including Insurance Certificate

Please note that the Owners Corporation Certificate is only valid on the date of issue.

If, for property settlement purposes, you require an update on the status of the levies, this will be provided free of charge; if requested within three months from the date of issue of the Owners Corporation Certificate and the settlement date occurs within this period.
Note:

1) All Owners Corporation levy status requests must be emailed to: occ@theknight.com.au

2) Any other updates on the Owners Corporation Certificate will require the provision of a new Owners Corporation Certificate and the relevant fee will apply.

In accordance with Section 134 of the Owners Corporations Act 2006, details of the Purchaser's name and address must be advised to the Owners Corporation within one month of the completion of the contract (settlement date). The receipt of a Notice of Acquisition and/or Notice of Disposition within the prescribed time will fulfil this requirement and may be emailed to: ownerupdates@theknight.com.au

Additionally, in the event the Purchaser resides overseas, as per Section 135 of the Owners Corporations Act 2006, the Owners Corporation must be advised of the Purchaser's mailing address in Australia for service of notices.

To assist us in effectively communicating with the Purchaser, your assistance in providing the Purchaser's contact numbers and email address on the Notice of Disposition/Acquisition would be greatly appreciated.

If you require further information, please do not hesitate to contact the office.

Yours faithfully,
THE KNIGHT

TAX INVOICE

P: 03 9509 3144
E: theknight@theknight.com.au
DYMOND COWAN P/L
ABN 20 007 112 816
P.O. Box 678
MALVERN VIC 3144
www.theknight.com.au

T/A THE KNIGHT

Date: 20/10/2022

Invoice No. 19646

Our ref: 627030V/7/701N8
Your ref: PEA-66628148: Section 151 Certificate from Owners

Landata
GPO BOX 527
MELBOURNE VIC 3001
AUSTRALIA

Date	***Details***	***No. Items***	***Amount $***	***GST $***	***Total $***
20/10/2022	Certificate in 6-10 business days	1	$147.40	$14.74	$162.14
	Invoice Totals		***$147.40***	***$14.74***	***$162.14***

Paid in full to THE KNIGHT

Plan Number: 627030V/7

Lot Number: 701N8

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

BPAY	BPay

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au

Biller Code: 96503

Reference Number: 2305 6759 6102 7187 2

DEFT PAYMENT SYSTEMS	Macquarie DEFT

To pay by DEFT go https://www.deft.com.au and use the following reference number

Reference Number: 2305 6759 6102 7187 2

*Register at deft.com.au or by calling 1800 672 162.

VISA MasterCard Diners Club International AMERICAN EXPRESS

Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.

POST billpay	Aust Post Billpay

Please present page intact at any post office. Payments may be made by cash (up to $9,999.99), Cheque or EFTPOS.

*496 230567596 10271872

OWNERS CORPORATION CERTIFICATE

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

Vendor: Dr D Mulijono & Ms E Tan

This certificate is issued for Lot 701N8 on Plan Number 627030V/7 the postal address of which is:

Apartment 701, 495 Rathdowne Street CARLTON 3053 VIC

The current fees for Lot 701N8 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
Operating Levy					
01/04/2022	**30/06/2022**	**21/03/2022**	**01/04/2022**	**100.62**	**1,106.83**
01/07/2022	**30/09/2022**	**22/06/2022**	**01/07/2022**	**100.62**	**1,106.83**
01/10/2022	**31/12/2022**	**15/09/2022**	**01/10/2022**	**100.62**	**1,106.83**
01/01/2023	**31/03/2023**	**Not Issued**	**01/01/2023**	**100.62**	**1106.83**
Maintenance Plan					
01/04/2022	**30/06/2022**	**21/03/2022**	**01/04/2022**	**23.33**	**256.63**
01/07/2022	**30/09/2022**	**22/06/2022**	**01/07/2022**	**23.33**	**256.63**
01/10/2022	**31/12/2022**	**15/09/2022**	**01/10/2022**	**23.33**	**256.63**
01/01/2023	**31/03/2023**	**Not Issued**	**01/01/2023**	**23.33**	**256.63**

The current fees have been levied up until the:

31/12/2022

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

$0.00

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	*Levy*	*Amount Levied $*	*Amount Outstanding $*
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property. **At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.**
NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	**Chubb Insurance Australia Ltd**
Policy Type	**CHUBB Insurance**
Policy Number	**TBA**
Notes	**Refer to policy for full details**
Refer to Policy	**Refer to attached Policy for details**

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 31/03/2022: $423,595

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts: **Bulk Hot Water - Origin Energy Retail Limited** **Cleaning Services - EC Property Services** **Dog Wash Maintenance - Tru Blu Dog Wash** **Gardening - D's Better Gardening** **Fire Monitoring - Tyco Australia Group Pty Ltd t/a ADT Fire Monitoring** **Foxtel Installation - Foxtel Management Pty Limited** **Owners Corporation Management - Dymond Cowan Pty Ltd t/a The Knight Alliance** **Security Guard Services - Secmon Pty Ltd** **Substation Lease - Citipower Ltd** **Pump Maintenance - EB Flow** **Fire Services - Fire & Wire** **Hot water maintenance - RCI Building Services** **Garage Door Maintenance - Arco** **Anchor Point Certification - Advanced Roof Safety** **Annual Essential Safety Measures Report - AESG**

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.
Name of Manager: The Knight
Address of Manager: Level 1, 204 Balaclava Road CAULFIELD NORTH VIC 3161
Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

Insurance Policy **Note: As the Owners Corporation Insurance does not cover fittings (including carpets, light fittings and window furnishings), contents and public liability for individual lots it is strongly suggested that each owner seeks advice on insurance to cover issues that may arise in their lot.** **Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant.** **Insurance Certificate of Currency** **To obtain a certificate of currency, please contact Resolute Property Protect on 1300 668 033 and/or http://www.resolutepropertyprotect.com.au/certificate-of-currency/** **Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.**

The common seal of Owners Corporation Plan (VIC) (Tier 1) 627030V/7 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006





Signature of Registered Manager
Dated: 20th, October 2022
Full name: Rama Murugesu **On Behalf of** Owners Corporation Plan (VIC) (Tier 1) 627030V/7

c/- The Knight
Address: P.O. Box 678 MALVERN 3144
Ph: 9509 3144
Email: theknight@theknight.com.au
Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:
1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation.

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an Owners Corporation.

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

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

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 627030V/7
Apartment 701, 495 Rathdowne Street CARLTON 3053 VIC
Lot Number: 701N8

Owner Details

Full Name of owner/s:_____

Address of owners/s:_____

Email Address: _____

Owner Telephone Details:

AH: _____ **BH:** _____**Mob:**_____ **Fax:** _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ **BH:** _____ **Mob:** _____ **Fax:** _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	**Owner**	**or**	**Agent (Please circle one)**
Notices/Correspondence to:	**Owner**	**or**	**Agent (Please circle one)**

Date:_____ **Signature of Owner/s:** _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD) as proof of settlement.
Mail: PO Box 678, Malvern Vic 3144
Email: ownerupdates@theknight.com.au

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*"(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*
(2) If an address in Australia has not been nominated under subsection (1), service may be effected-
(a) By posting the notice to the last known address of the lot owner in Australia; or
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

22 July 2022

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. 627030V/7

481 - 495 Rathdowne Street CARLTON VIC 3053

Minutes of the Annual General Meeting held at
Meeting ID: 852 4358 4039
Passcode: 904074
on Monday, 11 July 2022

1. Commencement of Meeting

The meeting commenced at 5:30 PM. welcomed everyone in attendance to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
212N8	Mr J D Di Natale	106N8	Mr Kin Wang Lee
502N8	Mr A M & Mrs B A Woodlock	709N8	Ms S Markidis
802N8	Mr H C Lang		

2.2 Proxy Holders Present*

There were no Proxies received

2.3 Quorum*

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

- the meeting minutes being forwarded to Lot owners within 14 days of the meeting

- no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

Lot	Name	Lot	Name
G01N8	Kapparis Properties Pty Ltd	G10N8	Mr Jinghao Wang
108N8	Mr A Gagliardi	216N8	Mrs D Amore
403N8	Ms C J Fraumeni	404N8	Mr Q Gao & Ms X Cao
602N8	Dr A Jayasekera	614N8	Mr K A Liew
804N8	Mr D S Pejic & Ms A Kosovac	805N8	Dr D J Hajzler & Ms A M Newman

2.5 In Attendance

Rama Murugesu- Owners Corporation Manager – The Knight

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

Resolution: 'It was resolved that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

3.2 Appointment of Meeting Chairperson* (s79 of the Act)

Resolution: 'It was resolved that Rama Murugesu be appointed as Chairperson for the meeting.'

3.3 Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

Resolution: 'It was resolved that minutes of the previous General Meeting held on 28/06/2021 be confirmed as a true and accurate record of that meeting.'

4. Reports

4.1 Presentation of the Committee of Management Report (s115 of the Act)

No Committee of Management report was presented to the meeting. Fiona discussed some things that occurred with the building regarding security of the building and the car park water ingress issues.

4.2 Presentation of the Owners Corporation Manager's Report (s126 of the Act)

Rama Murugesu on behalf of The Knight presented the Owners Corporation Manager's report circulated along with the agenda.

5. Financial Matters

5.1 Financial Statements for the Period* 01/04/2021 - 31/03/2022 (s34 of the Act)

It was noted that the financial statements for the period 01/04/2021 - 31/03/2022 had been approved by the Committee of Management prior to the meeting and therefore the statements were tabled and considered at the meeting.

Resolution: 'It was resolved that the financial statements for the period 01/04/2021 - 31/03/2022 be approved.'

5.2 Independent Auditor Report

It is noted that the financial statements have been audited by an independent auditor.

5.3 Annual Budget and Levies for the Period* 01/04/2022 - 31/03/2023 (s23 of the Act)

Resolution: 'It was resolved that the annual budget and levies for the period 01/04/2022 - 31/03/2023, as circulated with the meeting documentation, be approved for the annual operating levy and it was resolved to keep the maintenance plan levy as per the previous year's budget without any increase.

It is also noted that services for the Body Corporate will be procured through the proper tender process.

5.4 Annual Operating Levy

For the period 01/04/2022 - 31/03/2023 the approved levy is $306,322 (ex. GST).

Compared to the previous financial year the levy amount remains the same.

5.5 Maintenance Plan* (s36 of the Act)

For the period 01/04/2022 – 31/03/2023 the approved levy is $71,024(ex, GST).
Compared to the previous financial year the levy amount remains the same.

5.6 Lot Owners in Arrears

Resolution: 'It was resolved that the Owners Corporation (OC) initiate debt recovery proceedings against a Lot if fees or charges are owed to the OC 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the OC account of the relevant Lot and further that the OC Manager be authorised to take any action necessary to facilitate the recovery of the debt.'

5.7 Charging of Penalty Interest

NB Owners Corporation Invoices are payable within 28 days from the 'Date of Notice' as displayed on the Fee Notice. Interest will be charged at the applicable interest rate from the 'Date of Notice' if payment of charges on the fee notice are not received by the due date.

Resolution: 'It was resolved that the Owners Corporation charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules.'

5.8 Recovery of Costs

Resolution: 'It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*

The details of the insurance policy taken out by the Owners Corporation were circulated with the meeting notice.

6.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)

Resolution: 'It was resolved that the Owners Corporation obtain quotes for a valuation of the reinstatement and replacement cost of the building(s) to be presented to the committee before for the next renewal which is due on 23/03/2023. The valuation will be undertaken before the next renewal and for the insurance cover to be adjusted in line with the new valuation.'

6.3 Standing Direction Order for Future Insurance Renewals

Resolution:

'It was resolved that the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, The Knight will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.'

7. Committee of Management* (s100 of the Act)

7.1 Number of Committee Members

Resolution: 'It was resolved that the Owners Corporation limit the maximum number of members to be elected onto the Committee of Management to 7 Members.'

7.2 Election of Committee

Resolution: 'It was resolved that the Owners Corporation elect the following named nominees onto the Committee of Management

1. Fiona Lang- Lot 802
2. Anna Kosovac - Lot 804
3. Kin Wang Lee – Lot 106
3. John Di Natale – Lot 212

7.3 Committee of Management Meeting

Resolution: The meeting was informed that a Committee of Management meeting is to take place for the sole purpose of electing a Chairperson and Secretary for the Owners Corporation.

7.4 Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved that the chairperson be elected at the next Committee of Management meeting.

7.5 Election of Secretary (s99 of the Act)

Resolution: 'It was resolved that The Knight be elected as the Secretary of the Owners Corporation.'

8. Governance

8.1 Use of Owners Corporation Common Seal (s18a of the Act)

Resolution: 'It has been resolved that the common seal is no longer required and can be destroyed.'

It is noted that there has not been a resolution to authorise the use of the Owners Corporation common seal since the last AGM.

9. General Business

9.1 Access/swipes/remotes/keys

The members discussed the costs involved activating/cancelling swipes. Epsilon Security are charging a lot of money for call out fees when they can cancel/activate swipes and remotes remotely. The manage advised the members that in future, epsilon security will not be called, and the caretaker can activate/deactivate remotes. It was also noted that residents and agents are not informing the Owners Corporation when swipes and remotes are lost or stolen and it has become impossible to monitor and allocate a swipe to a particular lot All Owners are advised to keep records of their remotes and swipes and report any missing/ stolen swipes to the Body Corporate Manager. The quickest way to resolve what swipe is allocated to what lot is for the resident/owner to bring all the remotes/swipes they currenty have to the property and the caretaker can go through each one and cancel any allocated swipe/remote you do not have.

All residents are also advised to not leave any swipes/remotes in letter boxes or in their vehicles at any time. The Manager was requested to send out a notice to all residents regarding the swipes/remotes and leaving valuables in letterboxes and vehicles.

9.2 Theft/Break-Ins

The Manager advised the members that residents are still allowing parcels to be left in the front foyers and they are getting stolen. Residents need to track their parcels and ensure that they are home when it is being dropped off and request parcels to be left at the nearest post office if they are not going to be home. The Owners Corporation will not be liable for any stolen parcels and retrieving footage will cost the resident minimum $77.00.

The members discussed other options of having a locked parcel locker to keep parcels and for residents to collect later in the day but it will be too difficult to monitor and there is no Building Manager onsite at the Property. It was resolved to discuss different options at the first committee meeting after the AGM.

The Manager also advised the members that residents are allowing non – residents into the building through the intercom and not waiting for the garage door to close when entering/exiting the building. This is allowing Thieves to enter the building and recently cars have been broken into and bikes stolen. The Owner's Corporation has now installed signs on the garage door to remind residents to wait for the door to close. If your lot is tenanted, please inform your agent to inform the tenant right away to ensure security is maintained in the building. The Owners Corporation will also issue constant reminders to all residents.

9.3 Defects Quotes

The Manager advised the members that the fire contractor has recently sent out a defects quote related to penetration issues within the building totalling nearly $7,000.00. The manager advised the members as it was referred to Hacer the Builder but they refused to take any action. It was resolved to proceed with the defects quote to ensure the building is compliant.

9.4 Water Ingress/Australian Unity

The Manager advised the members that there has been progress regarding the car park water ingress issues. During Heavy rain, water enters the carparks from the neighbouring property which is owned by Australian Unity. The Manager advised the members that Australian Unity did investigate with their plumber and the issue is related to tanking/calking of the car park walls. The builder Hacer did not respond positively to the request to have the issues rectified and it was resolved to obtain a quote from a plumber and have the works carried out. The Owners Corporation will look to get the expenses reimbursed from the builder once the works have been completed.

The Members also discussed the water that enters the building from Rathdowne street due to overflow. The Council are responsible for clearing these drains and the Manager was advised to contact the council to ensure it is regularly cleaned and maintained.

9.5 Bin Chutes

The Manager advised the members that despite numerous letters and correspondence to residents, bin chutes at all levels are constantly getting blocked. All residents are advised to use the bin chutes correctly and take any large items down to the bin room.

9.6 Cover for the roof top BBQ and tiles for the common area and under the bin chutes.

The members discussed the BBQ area on level 8 and how it currently has no protection from the weather. The Manager was requested to check with council to see if there are any restrictions and obtain quotes to install roof like the BBQ on ground floor common area.

The members also discussed extending the tiles on the ground floor common area down to the lifts and also to install tiles under each bin chute on each level. The Manager was requested to obtain quotes to be presented to the committee for approval.

9.7 Thank You

On Behalf of the Owner's Corporation, we would like to thank Fiona for all her help during the year with various issues within the building and also meeting with contractors onsite to assist in quotes and resolving issues.

10. Close of Meeting

The meeting closed at 6:41 PM

10.1 Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting will be held in the month of June 2023.'



Rama Murugesu
Owners Corporation Manager
The Knight
For and on behalf of Plan 627030V/7
T: (03) 9509 3144
E: rama@theknight.com.au

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 1 of 17
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Notification of making, amendment or rev owners corporation rules

AN801892H
05/05/2017 $46.30 OCAR

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	Jim McCarthy Lawyers
Name	Joanne Davie
Phone	03 9578 0988
Address	219 McKinnon Road McKinnon VIC 3204
Reference	2140194
Customer code	13739R
Owners corporation number	7
Plan number	PS627030V

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on 31st March 2017

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 28/04/2017

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

JAMES JOHN McCARTHY
219 McKinnon Road
McKinnon VIC 3204
An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria).

The common seal of owners corporation number:

Plan number:

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 2 of 17

AN801892H
05/05/2017 $46.30 OCAR

Lot owner

Full name	
Address	

Lot owner

Full name	
Address	

For current information regarding owners corporation, please obtain an owners corporation search report

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 3 of 17

AN801892H
05/05/2017 $46.30 OCAR

Owners Corporation Rules

Owners Corporation No. 7 Plan of Subdivision 627030V

APT Apartments
481-495 Rathdowne Street
CARLTON VIC 3053

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 4 of 17

AN801892H
05/05/2017 $46.30 OCAR

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer S 139 (3) Owners Corporation Act 2006 and Schedule 2, Owners Corporation Regulations 2007)

A. Recital

The following Rules have been prepared and are registered with the plan of subdivision to administer and manage the conduct of all owners, occupiers, visitors, guests, contractors and others who may enter upon the plan of subdivision.

Your Owners Corporation (s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern matters common to owners and occupiers who reside at Apt Apartments.

The following rules are binding on Members, Occupiers and the Owners Corporation and are able to be amended by the Owners Corporation in accordance with the Act.

Occupiers must comply with these Rules and the relevant laws and,

(a) Take all reasonable actions to ensure Invitees comply with the following Rules
(b) Make their invitees leave the Building if they do not comply with the following Rules
(c) Take reasonable care about who is invited into the Building
(d) Accompany Invitees at all times, except when they are entering or leaving the Building, and
(e) Not allow another person to do anything which an Occupier cannot do under the following Rules

Members are responsible for any act, negligence, breach or failure to comply with the following Rules or laws by all of their Invitees (including the occupier(s) of their Lot and their Invitees)

The Owners Corporation exercises such responsibilities through enforcing the Rules and by appointing a Committee of Management in order to give direction to the Manager and to assist with the resolution of matters which are not the responsibility of that Manager.

The Owners Corporation must abide by the Rules, Act and Regulations and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence

The following Rules are for the purpose of the control, management, administration and use of a Lot or the Common property to ensure that you have quiet enjoyment of your Lot and/or Common property at Apt Apartments.

These Rules may be added to, amended or revoked by the passing of a Special Resolution (refer Section 96 of the Owners Corporations Act 2006).

B. Interpretations

The Member and Occupiers of their Lot are jointly and severally liable for their obligations under the following Rules

If any part of a Rule is unenforceable, illegal or void then it is severed and the rest of the Rule remains in force provided that it retains its intended effect

If construing the Rule without the enforceability, illegal or void competent would result in an effect that was not intended, then the Rule itself should be severed

After severance of any part or entire Rule, the remaining Rules shall remain in full force and effect

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 5 of 17

AN801892H
05/05/2017 $46.30 OCAR

The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over the following Rules in respect of the person or persons to whom they are given.

Occupiers must not and must ensure that their Invitees do not contravene the Act, other laws or any other requirement of any Authority having jurisdiction over the Building and/or Occupier's Lot.

Occupiers must at all times work with the Owners Corporation to promote and ensure proper and orderly working and operation of the Building, common facilities, Common property and the services contained therein.

1 Health Safety and Security

1.1 General

1.1.1 An owner or occupier of a Lot must not use a Lot or the Common property, or permit a Lot or the Common property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common property.

1.1.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common property is not compromised.

1.1.3 An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common property is not compromised.

1.1.4 An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common property.

1.1.5 If an owner or occupier of a Lot fails to comply with rule 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.

1.1.6 An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.

1.1.7 An owner or occupier of a Lot must install smoke detectors (if applicable) on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.

1.1.8 If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Unit must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks, providing new security devices for all Lots and retrieval of CCTV footage when necessary.

1.1.9 The Owners Corporation may restrict access by an owner or occupier of a Lot to all or part thereof of common property:

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 6 of 17

AN801892H
05/05/2017 $46.30 OCAR

(a) where the name and contact details of the current resident/s are not provided to building management and/or the owners corporation or;

(b) where an owner or occupier of a lot is in breach of an owners corporation rule relating to that part of the common property. For example courtyard, rooftop terrace and/or car park.

1.1.10 An owner or occupier must not:

(a) leave or prop open or permit to remain open any external doors or gates providing access to the common property;

(b) compromise the security of the common property and keep informed the Owners Corporation Manager of any damage, forced entry or other act that might compromise the security of the common property; and

(c) permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the Common property or to allow such leakages within a Lot to spread to another Lot or the Common property (e.g by pedestrian or vehicular traffic).

In the event of the breach of this rule causing damage to or the dirtying of Common property the Owners Corporation may clean the leaked substance from the Common property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but after giving 7 days notice only to be rectified.

The owners corporation reserves the right to restrict vehicles from parking in the car park in the event that the owner of the vehicle has been given written notice to rectify the leak but has failed to do so.

1.1.11 An owner of a Lot must ensure that all maintenance items as referred to in the maintenance schedule contained in the (buildings) occupancy permit and which are within the Lot or which the Lot owner or occupier has sole use of are checked by the owner or their representative according to the requirements as stated in the above maintenance schedule.

1.2 Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.

1.2.1 An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common property, including car parking areas or function room or any recreational areas including the courtyard and rooftop terrace, where there is a hazard or possible danger.

1.3 Storage and use of flammable liquids and dangerous substances and materials

1.3.1 An owner or occupier of a Lot must not use or store on the Lot or on the Common property any flammable chemical, liquid or gas or other flammable material, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 7 of 17

AN801892H
05/05/2017 $46.30 OCAR

1.4 Waste disposal

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

2 Management and Administration

2.1 Management and administration of Common property and Services

2.1.1 An owner or occupier of a Lot must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such window.

2.1.2 An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common property so that:

(a) the structural integrity of any part of the Common property is impaired;

(b) the provision of services through the Lot or the Common property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or

(c) any support or shelter provided by that Lot or the Common property for any other Lot or the Common property is interfered with.

2.1.3 An owner or occupier of a Lot must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be recovered from the owner or occupier who caused the false alarm.

2.1.4 Any consent given by the Owners Corporation may be qualified or conditional.

2.1.5 An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.

2.1.6 The amount of the security deposit as referred to in rule 1.1.8 will be determined, from time to time, by the Owners Corporation

2.1.7 These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.

2.1.8 An owner or occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

2.1.9 To ensure that the common property is respectfully occupied the Owners Corporation or its Committee of Management will from time to time:

(a) determine the amount ($) of the surety required to be paid by an owner or occupier when moving in or out. Such surety to be retained by the Owners Corporation in the event of damage caused as a result of the move in /move out , and

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 8 of 17

AN801892H
05/05/2017 $46.30 OCAR

(b) determine the amount ($) of the surety required to be paid by an owner or occupier to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation, and

(c) determine the amount ($) of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the common property in the course of renovations or similar to the owner's Lot.

2.1.10 The Owners Corporation and/or the Committee of Management will from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owners and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at Apt Apartments.

3 Use of Common property

3.1 General

3.1.1 An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common property by any other person entitled to use the Common property, or use the Common property, or allow the Common property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common property.

3.1.2 An owner or occupier of a Lot must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common property.

3.1.3 An approval under 3.1.2 may state a period for which the approval is granted.

3.1.4 If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Common property, or is causing damage to the Common property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.

3.1.5 An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 3.1.4 must remove that animal immediately from the Common property after having been given written notice of such resolution.

3.1.6 Rule 3.1.5 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.

3.1.7 An owner or occupier of a lot must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the common property.

3.1.8 An owner or occupier of a Lot must not use the common property for the making of any public announcement.

3.1.9 An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common property. This includes all directions which are signposted in or around the Common property.

3.1.10 An owner or occupier of a Lot or a person who is a guest of the owner or occupier of a Lot must not smoke on the common property including car park.

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 9 of 17

AN801892H
05/05/2017 $46.30 OCAR

3.1.11 An owner or occupier of a Lot must give at least seventy-two (72) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot via the lift. Also the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of common property or of property belonging to the owner or occupier of any other Lot. If insufficient notice is given an alternate delivery time will need to be arranged.

3.1.12 An owner or occupier of a Lot must not damage, obstruct or interfere with the lift stairways, corridors or any other common property when moving any items in or out of any Lot;

3.1.13 An owner or occupier or a guest of an owner or occupier of a Lot must not use the lift/s or foyer for the carriage of bicycles.

3.1.14 An owner or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or occupiers use of the lifts.

3.1.15 An owner or occupier of a Lot without the consent of the Owners Corporation must not use the lift for delivery or removal of goods except between the hours of 9.00 a.m. and 5.00 p.m. on business days and then only when the lift covers have been installed.

3.1.16 An owner or occupier of a Lot must not store or keep on the common property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation;

3.1.17 Use of common property power outlets is not permitted for personal use.

3.2 Deposit of rubbish and other material on Common property

3.2.1 <u>General Waste</u>
All general waste (anything other than recycling) must be bagged in water tight bags and tied. No open bags or loose rubbish is to be placed into the chute. Dimensions of waste must not exceed a cube with 350mm sides and the weight should not exceed 3kg.

3.2.2 <u>Recycling</u>
All recycling will undertake at the direction of the Owners Corporation or its representative.

3.2.3 In the event that the bin chute/s becomes blocked and the Owners Corporation is able to identify the responsible Lot, the cost to reinstate the chute/s may be recovered from the Lot.

3.2.4 <u>Hard Rubbish</u>
No hard rubbish is to be left on the common property and any resident found to be dumping hard rubbish will be directed to remove it or the owners corporation will cause it to be removed and charge the resident responsible for the dumping of the rubbish.

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 10 of 17

AN801892H
05/05/2017 $46.30 OCAR

3.2.5 Other
No rubbish or waste shall be placed on Common property without the written approval of the Owners Corporation.

3.2.6 An owner or occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the owner or occupier concerned.

3.3 Vehicles and parking on Common property

3.3.1. An owner or occupier of a Lot must not, except in the case of 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 situated on Common property other than a parking area specified for that purpose by the Owners Corporation; or

(d) in any place situated on Common property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose.

3.3.2. An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven, in any direction other than as specified by signage, or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation.

3.3.3. An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any common property whatsoever unless an area has been specifically designated by the Owners Corporation.

3.4 Damage to Common property

3.4.1. An owner or occupier of a Lot must not mark, paint, damage or alter the Common property without the written approval and direction of the Owners Corporation.

3.4.2. An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common property without the written approval and direction of the Owners Corporation.

3.4.3. Subject to 4.2.1, an owner of a Lot or person authorised by an owner may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects, if the device, screen or barrier is soundly built, is consistent with the colour, style and materials of the building, and does not interfere with the use by other owners and occupiers of their Lots and/or the Common property. The owner of any such device, screen or barrier must keep it in good repair.

3.4.4. An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common property.

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 11 of 17

AN801892H
05/05/2017 $46.30 OCAR

3.5 Recreational Areas – Ground Floor and Rooftop

3.5.1 An owner or occupier must not use the recreational areas between the hours 10pm and 7am.

3.5.2 A guest or visitor when in the recreational areas must be accompanied at all times by a resident who will be responsible for not only their own actions but that of their guests and/or visitors.

3.5.3 The facilities within the recreational areas are for the enjoyment of all residents and their Guests and must be used in accordance with whatever other housekeeping rules are determined from time to time by the committee of management of the Owners Corporation.

3.5.4 The bar-b-ques and surrounds, bocce court, table tennis table, television, internal and external dining areas, lounge area must be left clean and tidy so that other residents can enjoy the recreational areas.

3.5.5 In the event that damage is occasioned to facilities or the facilities have not been cleaned after use within the recreational areas CCTV recordings will be viewed and the owner or resident identified as being responsible for the damage/cleaning will be charged for the cost of attending to the inspection of the recording and for the cost of the cleaning and/or repair to the damage caused.

3.5.6 At the time of the closing of the recreational areas each night Security will be in attendance to ensure that that the areas are vacated in accordance with instructions from the Owners Corporation or its representative.

3.5.7 No audible music is permitted within the BBQ area without the prior approval of the Owners Corporation.

3.5.8 A bond may be required to be paid when using the BBQ area; and

3.5.9 In the event that a function is greater than 20 or more attendees, security will need to be provided at the direction of the owners corporation and at the cost of the owner or occupier of the lot organising the function.

3.6 Animal Wash

3.6.1. An owner or occupier of a Lot has the use of the animal wash for the sole purpose of washing their animal and from time to time the Owners Corporation or its representative will issue instructions for use.

3.6.2 An owner or occupier of a Lot must obtain a 'token' from the Owners Corporation or its representative in order to be able to operate the animal wash equipment.

3.6.3 An owner or occupier of a Lot after washing their animal must ensure that the equipment has been cleaned and is ready for re use and in the event that the equipment has not been cleaned satisfactorily (as determined by the Owners Corporation) then the Owners Corporation will attend to the said cleaning and recover the cost plus an administrative fee (to be determined by the Owners Corporation) from that owner or occupier.

3.6.4 In the event that the equipment is damaged by an owner or occupier of a Lot due to the misuse of the equipment the cost to repair the equipment will be charged to and recovered from the owner or occupier to whom the damage is attributable.

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 12 of 17

AN801892H
05/05/2017 $46.30 OCAR

4 Lots

4.1 Change of use of Lots

4.1.1 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. For 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 retail, commercial or industrial uses rather than residential purpose

4.1.2 An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common property by any other person entitled to use the Common property.

4.2 External Appearance of Lots

4.2.1 An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation.

4.2.2 An owner or occupier of a Lot must not make or permit to be made any noise from machinery or music which may be heard outside the Lot between the hours of 10pm and 8am.

4.2.3 An owner or occupier must not place, display or hang any chattel item (including any item of clothing or any wind chimes) or any signage (including 'for sale', 'lease' or any business signage) on or from a balcony or similar or a window forming part of the Lot or common property.

4.2.4 An owner or occupier must not store bicycles or other articles on the balconies or exteriors of the Lots, including car spaces, or on any common area.

4.2.5 An Owner or occupier of a lot must not install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation and provided that the said permission complies with the standards established by the Owners Corporation and governing authorities;

4.2.6 An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other lots;

4.2.7 An owner or occupier of a Lot must not construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities;

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 13 of 17

AN801892H
05/05/2017 $46.30 OCAR

4.2.8 An owner or occupier of a Lot must not construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation;

4.2.9 An owner or occupier of a Lot must not erect any external blinds or awning without the previous consent in writing of the Owners Corporation;

4.2.10 An owner or occupier of a Lot must not install any window furnishings other than that specified by the Owners Corporation Specification which is as follows from time to time.

4.2.11 An owner or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.

4.2.12 An owner or occupier of a Lot must not erect a wrought iron door or security door or flywire door or similar to Lot entrances unless approved by the Owners Corporation.

4.2.13 An owner or occupier of a Lot must not hang or install any window furnishing visible from outside the Lot unless those window furnishing (including backing) are in accordance with the Owners Corporation Specification as follows:

Window Furnishings - Owners Corporation Specifications

Location: Bedrooms
Operation Type: Roller Blind
Fabric Type: Textile Blockout Fabric
Colour: Ash

Blinds and colour to match:
Supplier: Lidi Group
Fabric Type: Textile Focus Blockout
Colour: Ash

Location: Living Areas
Operation Type: Roller Blind
Fabric Type: Textile Translucent Fabric
Colour: Gunmetal

Blinds and colour to match:
Supplier: Lidi Group
Fabric Type: Textile One Screen
Colour: Gunmetal

4.2.14 An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the common property or on or from any part of the exterior of the lot including the balcony or such as to be visible from outside the lot except as provided by the Owners Corporation.

4.3 Requiring notice to Owners Corporation of any renovations to Lots

4.3.1 An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated.

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 14 of 17

AN801892H
05/05/2017 $46.30 OCAR

4.4 Time within work on Lots can be carried out

4.4.1 An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.30am to 4.30pm

4.4.2 The works as referred to in 4.4.1 are not to be undertaken on weekends and/or public holidays

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 15 of 17

AN801892H
05/05/2017 $46.30 OCAR

5 *Behaviour of Persons*

5.1. Behaviour of owners, occupiers and Invitees on Common property

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

5.2. Noise and other nuisance control

5.2.1. An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common property.

5.2.2. Rule 5.2.1 does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6 *Dispute Resolution*

6.1 Grievance Procedure

6.1.1 The grievance procedure set out in this rule applies to disputes involving a Lot owner, an occupier of a Lot, the Manager or the Owners Corporation.

6.1.2 A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.

6.1.3 The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

6.1.4 The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

6.1.5 The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

6.1.6 If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 16 of 17

AN801892H
05/05/2017 $46.30 OCAR

6.1.7 If the respondent does not respond within the time frame referred to at 6.1.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.

6.1.8 If the grievance committee, or the Owners Corporation if there is no grievance committee, determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.

6.1.9 If any party refuses to attend a meeting as arranged under rule 6.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.

6.1.10 A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 6.1.6.

6.1.11 If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.

6.1.12 The process outlined in this rule 6 is separate from and does not limit any further action under Part 10 of the Act.

7 Committees and Subcommittees

No Rules Apply

8 Design Construction and Landscaping

8.1 Building Works

8.1.1 An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common property, services within Common property and/or other Lots unless the owner or occupier:

(a) submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier which affect the external appearance of the building, or any of the Common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

(b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common property and are compatible with the overall services to the building, the Common property and other Lots; and

(c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met

Delivered by LANDATA®. Land Victoria timestamp 16/05/2017 15:10 Page 17 of 17

AN801892H
05/05/2017 $46.30 OCAR

by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

(d) pays such reasonable costs to the Owners Corporation;

(e) has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.

8.1.2 Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.

8.1.3 An owner or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners and occupiers.

8.1.4 An owner or occupier of a Lot must ensure that the owner or occupier and the their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common property, and hours of work, the minimisation of damage to the Common property and the services contained within the Common property.

8.1.5 Before any of the owner or occupier's works commence the owner or occupier must:

(a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

8.1.6 Access shall not be available to other Lots or Common property for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of Common property.

8.1.7 An owner or occupier of a Lot shall immediately make good all damage to the Common property, the services, or any fixtures fittings or finishes of or in the Common property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

.....

I, Robert Evans act as Secretary for Owners Corporation 7 Plan of Subdivision 627030V hereby certify these Owners Corporation Rules.

..... 19/4/2017

Signature Dated

Delivered by LANDATA®. Land Victoria timestamp 23/03/2017 09:52 Page 1 of 1
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Owners Corporation Additional Information

OC034128G
21/02/2017 $0 OCAI

Accompanying a Plan
Unlimited Owners Corporation

Lodged by

Name: JIM MCCARTHY LAWYERS
Phone: +61.3.9578.0988
Address: 219 McKinnon Road
McKinnon, Victoria 3204
Reference: JMCC:JD:2140194
Customer Code: 13739R

Applicant: *(full name and address including postcode)*

Director of Housing of 50 Lonsdale Street Melbourne VIC 3000

Plan No.: PS627030V/S8

Owners Corporation No.: 7

Owners Corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)

The Knight Alliance of 2/2 Glenferrie Road Malvern VIC 3144

The purposes of the Owners Corporation are: (Section 27B(2) *Subdivision Act 1988)*

The purpose of Owners Corporation 7 is to manage the land affected by the Owners Corporation (except the use of any common property affected by the limited Owners Corporations).

The basis for the allocation of lot entitlement and lot liability is: (Section 27F(2)(a) *Subdivision Act 1988)*

(i) In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the Owners Corporation.

(ii) In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the Owners Corporation.

Additional functions or obligations that are to be carried out or complied with by the unlimited Owners Corporation are: (Section 27C(4) *Subdivision Act 1988*)

Nil

Date: 15/2/17

Signature of applicant .....

or

Signature of Australian Legal Practitioner within the meaning of the *Legal Profession Act 2004* for the applicant

MITCHELL LEIGH SHARMAN
727 Collins St, Melbourne 3008
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

the applicant

OC1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

The Knight

theknight@theknight.com.au
03 9509 3144

theknight.com.au
PO Box 678
Malvern Victoria 3144

Effective 1 December 2021
Owners Corporation Regulations 2018
Schedule 2
Regulation 8

Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity & results.

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

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

1.3 Waste Disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

Malvern
Level 2/2 Glenferrie Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees & Sub-Committees

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

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

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

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

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

(3) Sub rule (2) does not apply if the concession or rebate –

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

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

4 Use of Common Property

4.1 Use of Common Property

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

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

(3) An approval under sub-rule (2) may state a period for which the approval is granted

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

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

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

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.".

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

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

5.2 External appearance of lots

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

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

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

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

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

7 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

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

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006

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

……

The Knight

theknight@theknight.com.au
03 9509 3144

theknight.com.au
PO Box 678
Malvern Victoria 3144

SCHEDULE
FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

Insight, integrity
& results.

STANDARD RULES

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

(a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;

(b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;

(c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;

(d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;

(e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;

(f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

_____

Malvern
Level 2/2 Glenferrie Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

Resolute.
PROPERTY PROTECT

A NEW BENCHMARK IN STRATA.
ABN 53 157 850 827
AFSL 425966

Client:
OC627030V OC7
C/ - The Knight Alliance
PO BOX 678
MALVERN VIC 3144

Contact Details:
Account Manager: Alina Lucaciu
Email: alina@resolutepropertyprotect.com.au
Phone: 03 8646 0264

Policy Type:	Residential Strata	**Period of Insurance:**	From:	23/03/2022
Policy Number:	TBA		To:	23/03/2023
Client Reference:	VIC - 7901			

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

Insured: OC627030V OC7

Situation Address: 481 - 495 Rathdowne Street, Carlton 3053

No. of Units / Lots:

Policy Details:

POLICY 1:	Section 1: Property Insurance - Limits of Insurance - Building and Contents:	$44,440,000
	Section 1 sub- limits: Loss of Land Value	$1,000,000
	Flood Limit:	$1,000,000
	Special Limit of Insurance (Special Property Basket)	$100,000 per itme, except trace and acccess $25,000 and arson or theft, rewards $25,000 and $250,000 in the aggregate.
	Apartment Owners Floating Floors	Insured
	Section 2: Temporary Accommodation and Loss of Rent Total:	$6,600,000
	Section 2 Sub- Limits: Emergency Accommodation – per Apartment.	$3,500
	Public Utilities for indemnity period.	30 Days
	Restrictions on the use of the Insured's Premises:	$500,000 in the aggregate of all apartment owners in any one policy period.
	Claims Preparation Expenses	$100,000
	Section 3: Declared Catastrophe Extension	Not Insured
	Section 4: Money	$10,000

	Section 5: Machinery Breakdown	< 5kW $25,000 excluding boilers, cooling towers, air conditioning chiller sets, diesel generators and lift motor equipment (see Policy 4)
	Section 6: First Loss Terrorism	Not Insured
	DECLARED VALUES: Building	$44,000,000
	General Contents	$440,000
	Temporary Accommodation and Loss of Rent	$6,600,000
	TOTAL	$51,040,000
POLICY 2:	General Liability - Limit of Insurance -Each Occurrence Limit	$30,000,000
	Each Act (Personal Injury) Limited	$30,000,000
	Pollution Aggregate Limit	$30,000,000
	Territorial Limit	Anywhere in Australia
POLICY 3:	Crime Insurance - Limit of Insurance in the aggregate any one period of insurance	$100,000
POLICY 4:	Machinery Breakdown - Limit of Insurance	$100,000
POLICY 5:	Management Committee Liability - Limit of Insurance In the aggregate any one period of insurance	$1,000,000
	Prior and Pending Date excluding known claims circumstances, wrongful acts and specified offences:	23/03/2022
POLICY 6:	Volunteer Workers - Limit of Insurance -Each Occurrence Limit	$200,000
	Limit of Insurance - Aggregate Limit of Liability	$500,000
POLICY 7:	Professional Expenses - In the aggregate any one period of insurance	$30,000
	Prior and Pending Date excluding known claims circumstances, wrongful acts and specified offences:	23/03/2022
POLICY 8:	Appeal Expenses -In the aggregate any one period of insurance	$150,000

Excesses:

POLICY 1: Earthquake, subterranean fire or volcanic eruption: $20,000 or any amount equal to 1% of the total declared values at the situation damage occurs, whichever is the lesser.	0
POLICY 1: Public Utilities and Restriction on the use:	24 Hours
POLICY 1: Any Physical loss, destruction or damage directly or indirectly caused by, or arising out of relating to Fibreglass Panels - Each and every claim	$ 0

POLICY 1: All Other:	$5,000
POLICY 2: General Liability - Deductible	$1,000
POLICY 3: Crime Insurance - Deductible	$1,000
POLICY 4: Machinery Breakdown - Deductible	$1,000
POLICY 5: Management Committee Liability - Deductible	$1,000
POLICY 6: Volunteer Workers - Deductible:	The first 7 days of incapacity
POLICY 7: Professional Expenses - Deductible:	$1,000
POLICY 8: Appeal Expense - Deductible:	$1,000
Policy 1 - Flood claims each and every claim	$5,000
Policy 1 - Property damage directly or indirectly caused by, or arising out of or relating to Aluminium Composite Panels (ACP)	$50,000
Policy 2 - Bodily Injury damage directly or indirectly caused by, or arising out of or relating to Aluminium Composite Panels (ACP)	$50,000

Endorsements:

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully'.
BCE 25
FLOOD COVER LIMITS
Body Corporate Elite
POLICY section 1 and 2 – Property Insurance
The following limit or set of limits are added to Policy 1.
Flood Cover Limit(s)
The most the Company will pay under Policy 1 for any one loss or series of losses at any one location that arises out of Flood is $1,000,000 Combined Section 1 & 2 in the aggregate for any one Policy Period.

Non Compliant Cladding Exclusion:

Policy 5. Exclusions, is amended by adding the following:
The Company shall not be liable for Loss on account of any Claim directly or indirectly caused by, arising out of or in any way connected with:
4.2 any external insulation, finishing systems, wall panelling, cladding or façade material that breaches the requirements or provisions of the National Construction Code, the Building Code of Australia or any State or Territory based legislation regulating fire safety.

Insurer Details:

Policy Wording:	Chubb16-275-0721
Insurer:	Chubb Insurance Australia Limited
Proportion:	100%
Commission:	$7,005.74

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

Very Important Notice

Your Duty of Disclosure

Before you enter into a contact of general insurance with an insurer, you have duty, under the Insurance Contacts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contract are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This may clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.

CHUBB

Certificate of Currency

Insured:	OC 627030V OC7
Policy Number:	02GS034100
Policy Period:	From: 4PM on 23/03/2022 To: 4PM on 23/03/2023
Particulars Of Insurance:	Residential Strata Insurance
Location:	481-495 Rathdowne Street, Carlton, VIC 3053
Sum Insured:	
Building & Common property	$44,440,000
Temporary Accommodation and Loss of Rent	$6,600,000
Catastrophe Extension and Owners Improvements	Not Insured
First Loss Terrorism	Not Insured
General Liability	$30,000,000
Crime Insurance	$100,000
Machinery Breakdown	$100,000
Management Committee Liability	$1,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$30,000
Appeal Expenses (in the aggregate any one period)	$150,000
Chubb Proportion:	100%
Date:	02 April 2022

©2016 Chubb Insurance Australia Limited. Chubb®, its logos, and Chubb.Insured.℠ are protected trademarks of Chubb.

All the values on this Certificate of Currency are correct as at 02 April 2022 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.



David Ford | **Chubb Insurance Australia Limited**
Senior Property & Strata Underwriter VIC

©2016 Chubb Insurance Australia Limited. Chubb®, its logos, and Chubb.Insured.℠ are protected trademarks of Chubb.

Property Clearance Certificate

Taxation Administration Act 1997

STATE REVENUE OFFICE VICTORIA

LUONG NGUYEN

Your Reference:	LD:66628148-026-1.LNS638
Certificate No:	57956204
Issue Date:	20 OCT 2022
Enquiries:	ESYSPROD

Land Address: UNIT 701, LEVEL 7, 495 RATHDOWNE STREET CARLTON VIC 3053

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43874767	701N8	627030	11862	636	$0.00

Vendor: ERIAWATY TAN & MULIJONO DASAAD

Purchaser: TBA TBA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DASAAD MULIJONO	2022	$55,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$670,000
SITE VALUE:	$55,000
AMOUNT PAYABLE:	**$0.00**

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 57956204

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $55,000

Calculated as $0 plus ($55,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 57956204

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 57956204

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Document Id: 20307223-4773-4854-a19a-c837ab453f49

Title: uploaded-1667791579927-701-495-rathdowne-sec32.pdf

Status: COMPLETE

Document history

CREATED	2022-11-07 03:26:37.997172594 +0000 UTC	IP Address: 101.181.24.30 Email: luongn@lnconveyancing.com.au Name: Luong Nguyen Audit id: 2HCacQpctDSS9z5Kru95CQPNhSu
SENT	2022-11-07 03:32:04.341412955 +0000 UTC	IP Address: 101.181.24.30 Email: luongn@lnconveyancing.com.au Name: Luong Nguyen Audit id: 2HCbHUnjdh6ohHxq2xFXCFDXyKS
VIEWED	2022-11-07 04:09:41.15335791 +0000 UTC	IP Address: 101.188.31.6 Email: yuyuduit@gmail.com Name: Eriawaty Tan Audit id: 2HCfr8vTMXR4Ky6B72QCl4jPBLz
VIEWED	2022-11-07 08:20:15.045622828 +0000 UTC	IP Address: 182.2.142.92 Email: mulijonodasaad@yahoo.com Name: Mulijono Dasaad Audit id: 2HDAKLV3c5IXWOXggCKApp72vYL
SIGNED	2022-11-07 08:25:26.717963433 +0000 UTC	IP Address: 180.150.37.0 Email: yuyuduit@gmail.com Name: Eriawaty Tan Audit id: 2HDAxQsneR4cV9qtapkmuMjMaUD
SIGNED	2022-11-07 10:31:59.913869267 +0000 UTC	IP Address: 36.70.67.107 Email: mulijonodasaad@yahoo.com Name: Mulijono Dasaad Audit id: 2HDQLfWgTDiNi0ix4tM85mbY6VT
COMPLETE	2022-11-08 00:26:05.474264122 +0000 UTC	IP Address: 101.181.24.30 Email: luongn@lnconveyancing.com.au

Name: Luong Nguyen

Audit id: 2HF3mqc0ftV4i7kjGAq1Z3eR3Jl