

Contract of Sale of Land

Property:

**Unit 2812 & Acc 92, 288 Spencer Street, Melbourne
VIC 3000**



16 Amarillo Drive
CRANBOURNE SOUTH VIC 3977
Tel: 9789 7870
Fax: 9789 0086
PO Box 4011, Langwarrin VIC 3910
Ref: KJF:15882

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2024

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2024

Print names(s) of person(s) signing: David Lewis Smith

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 9465 7766 Mob: 0423 241 974 Fax: Ref: Mario Tucci

Vendor

Name: David Lewis Smith
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Langwarrin Conveyancing Services
Address: PO Box 4011, Langwarrin VIC 3910
Email: admin@langwarrinconveyancing.com
Tel: 9789 7870 Mob: Fax: 9789 0086 Ref: 15882

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11163 Folio 268	92	600940E
Volume 11163 Folio 412	2812	600940E

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 2812 & Acc 92, 288 Spencer Street, Melbourne VIC 3000

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

All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings as inspected.

Payment

Price \$
Deposit \$ by (of which \$ has been paid)
Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

- Special Condition 2 applies only if the box is checked

Pest report

- Special Condition 3 applies only if the box is checked

Special Conditions

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

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

1. The parties acknowledge that General Conditions 21 and 22 are deleted from this Contract.

2. BUILDING REPORT

2.1 This Special Condition only applies if the applicable box in the particulars of sale is checked.

2.2 The Purchaser may end this Contract within 7 days from the day of sale if the purchaser :

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

2.2.2 gives the Vendor a copy of the report and a written notice ending this contract; and

2.2.3 is not then in default.

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

2.4 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.

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

3. PEST REPORT

3.1 This special condition only applies if the applicable box in the particulars of sale is checked.

3.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser :

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

3.2.2 gives the Vendor a copy of the report and a written notice ending this contract; and

3.2.3 is not then in default.

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

3.4 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.

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement 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 lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

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

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

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We,

of

and.....

of

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 2024

SIGNED by the said)

Print Name:)

.....
Director (Sign)

in the presence of:)

Witness:)

SECTION 32

STATEMENT

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

Vendor: David Lewis Smith

Property: Unit 2812 & Acc 92, 288 Spencer Street, Melbourne VIC 3000



LANGWARRIN
CONVEYANCING
SERVICES

VENDORS REPRESENTATIVE

Langwarrin Conveyancing Services
16 Amarillo Drive
Cranbourne South 3977

Tel: 9789 7870

Fax: 9789 0086

Email: admin@langwarrinconveyancing.com

Ref: 15882

SECTION 32 STATEMENT
Unit 2812 & Acc 92, 288 Spencer Street, Melbourne VIC 3000

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows- See attached.

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

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

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

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

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

SECTION 32 STATEMENT
Unit 2812 & Acc 92, 288 Spencer Street, Melbourne VIC 3000

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: See attached report
Responsible Authority:
Zoning:
Planning Overlays:

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed
- ~~(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within~~

SECTION 32 STATEMENT
Unit 2812 & Acc 92, 288 Spencer Street, Melbourne VIC 3000

~~the meaning of Part 9B of the *Planning and Environment Act 1987*):~~

- ~~— any certificate of release from liability to pay;~~
- ~~— any certificate of deferral of the liability to pay;~~
- ~~— any certificate of exemption from the liability to pay;~~
- ~~— any certificate of staged payment approval;~~
- ~~— any certificate of no GAIC liability;~~
- ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~

~~OR~~

- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and

SECTION 32 STATEMENT
Unit 2812 & Acc 92, 288 Spencer Street, Melbourne VIC 3000

- (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist
- ~~Disclosure of **Energy Information**~~
- ~~Additional Statement (including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*) regarding **Undischarged Mortgages** (Section 32A(a))~~
- ~~Additional Statement (containing the information specified in Schedule 2 of the *Sale of Land Act 1962*) regarding **Terms Contracts** (Section 32A(d)) where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer.~~

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

David Lewis Smith

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

SECTION 32 STATEMENT
Unit 2812 & Acc 92, 288 Spencer Street, Melbourne VIC 3000

Signature/s of the Purchaser

x

INFORMATION ONLY

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11163 FOLIO 412

Security no : 124113493288J
Produced 18/03/2024 03:03 PM

LAND DESCRIPTION

Lot 2812 on Plan of Subdivision 600940E.

PARENT TITLES :

Volume 04150 Folio 810 Volume 08995 Folio 700
Volume 09317 Folio 898 to Volume 09317 Folio 899
Volume 09317 Folio 902 to Volume 09317 Folio 906
Volume 09317 Folio 908 to Volume 09317 Folio 912
Volume 09317 Folio 914 to Volume 09317 Folio 923
Volume 09413 Folio 539 to Volume 09413 Folio 544
Volume 09413 Folio 546 to Volume 09413 Folio 551
Volume 09413 Folio 553
Volume 09845 Folio 463 to Volume 09845 Folio 464
Volume 10103 Folio 077 to Volume 10103 Folio 079
Volume 10286 Folio 075 Volume 10345 Folio 051
Created by instrument PS600940E 10/10/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

DAVID LEWIS SMITH of 2812 / 288 SPENCER STREET MELBOURNE VIC 3000
AM146911Q 31/08/2015

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AH108718S 20/03/2010

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 PS600940E 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 2812 288 SPENCER STREET MELBOURNE VIC 3000

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS600940E
OWNERS CORPORATION 2 PLAN NO. PS600940E

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

DOCUMENT END

INFORMATION ONLY

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

Page 1 of 2

VOLUME 11163 FOLIO 268

Security no : 124113493289H
Produced 18/03/2024 03:03 PM

LAND DESCRIPTION

Lot 92 on Plan of Subdivision 600940E.

PARENT TITLES :

Volume 04150 Folio 810 Volume 08995 Folio 700
Volume 09317 Folio 898 to Volume 09317 Folio 899
Volume 09317 Folio 902 to Volume 09317 Folio 906
Volume 09317 Folio 908 to Volume 09317 Folio 912
Volume 09317 Folio 914 to Volume 09317 Folio 923
Volume 09413 Folio 539 to Volume 09413 Folio 544
Volume 09413 Folio 546 to Volume 09413 Folio 551
Volume 09413 Folio 553
Volume 09845 Folio 463 to Volume 09845 Folio 464
Volume 10103 Folio 077 to Volume 10103 Folio 079
Volume 10286 Folio 075 Volume 10345 Folio 051
Created by instrument PS600940E 10/10/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

DAVID LEWIS SMITH of 2812 / 288 SPENCER STREET MELBOURNE VIC 3000
AM146911Q 31/08/2015

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AH108718S 20/03/2010

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG757755W 17/09/2009

DIAGRAM LOCATION

SEE PS600940E 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: CARSPACE 92 288 SPENCER STREET MELBOURNE VIC 3000

OWNERS CORPORATIONS

The land in this folio is affected by

Title 11163/268

Page 1 of 2



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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS600940E

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS600940E
Number of Pages (excluding this cover sheet)	33
Document Assembled	18/03/2024 15:03

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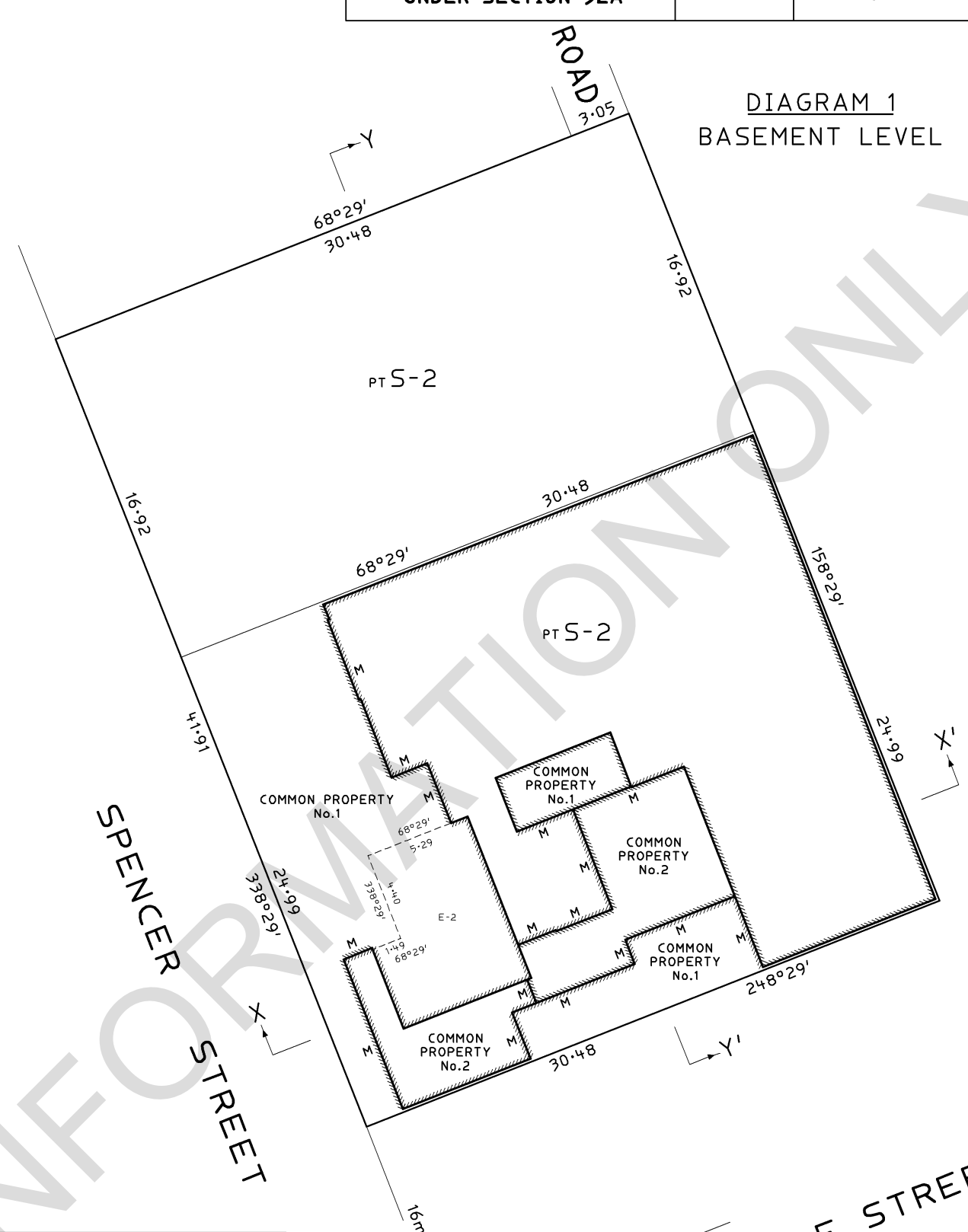
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PLAN OF SUBDIVISION UNDER SECTION 32A		Stage No. 1	LRS use only EDITION 1	P.S. 600940E
<p>Location of Land County: BOURKE Parish: MELBOURNE NORTH Section 32 Crown Allotment: 19, 18 (Part), 17 (Part) Crown Portion:</p> <p>LRS base record: DCMB Title References: See details below</p> <p>Last Plan Reference: R.P 13283 Postal Address: 284-300 SPENCER STREET, MELBOURNE, 3000</p> <p>MGA Co-ordinates: N 5 812 870 (Of approx. centre of plan) E 319 735 Zone 55</p>		<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: City Of Melbourne Ref: TP-2009-550</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">Open Space</p> <p>(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate Council Seal Date / /</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /</p>		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
Nil	Nil			
Notations				
Depth Limitation: Does not apply		Staging This is/is not a staged subdivision Planning Permit No.		
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS HATCHED LINES :- MEDIAN : BOUNDARIES OF LOTS MARKED M EXTERIOR FACE : ALL OTHER BOUNDARIES AFFECTED. HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED IN THAT PARCEL. THE LOTS (EXCEPTING LOT A & 5-2) IN DIAGRAMS 3 - 9 INCLUSIVE HEREON ARE LIMITED IN HEIGHT TO 2m ABOVE THE LOWER BOUNDARY.		ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDINGS ARE PART OF THE COMMON PROPERTY No.1. THE POSITION OF THESE DUCTS AND SHAFTS HAVE BEEN OMITTED ON THE DIAGRAMS CONTAINED HEREIN. Survey:- This plan is based on survey. THIS IS A SPEAR PLAN Common Property No.1 is all the land in the plan other than the lots and Common Property No.2. Lots in this plan may be affected by 1 or more owners corporation - See Owners Corporation search report for details.		
Title References:		LRS use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 22 / 09 / 2009 LRS use only PLAN REGISTERED TIME 9.03am DATE 10 / 10 / 2009 Mark Cagdas Assistant Registrar of Titles Sheet 1 of 32 Sheets		
Vol. 9317 Fol. 902 To 923 (Inclusive) Vol. 10103 Fol. 077 To 079 (Inclusive) Vol. 9413 Fol. 539 To 544 (Inclusive) Vol. 9413 Fol. 546 To 551 (Inclusive) Vol. 10286 Fol. 075 Vol. 10345 Fol. 051 Vol. 9413 Fol. 553 Vol. 9845 Fol. 463 Vol. 9845 Fol. 464 Vol. 4150 Fol. 810 Vol. 8995 Fol. 700				
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WAY WITH AN UPPER LIMIT DEFINED BY THE UNDERSIDE OF THE CEILING OF THE FIRST LEVEL AND A LOWER LIMIT DEFINED BY THE FINISHED FLOOR OF THE FIRST LEVEL.	1.50	THIS PLAN	LOT A ON THIS PLAN
E-2	POWERLINES WITH AN UPPER LIMIT DEFINED BY THE UNDERSIDE OF THE BASEMENT LEVEL CEILING AND A LOWER LIMIT DEFINED BY THE FINISHED FLOOR LEVEL OF THE BASEMENT.	SEE DIAG.	SEC.88 ELECTRICITY INDUSTRY ACT 2000	CITIPOWER PTY. & THIS PLAN
E-2	POWER SUPPLY WITH AN UPPER LIMIT DEFINED BY THE UNDERSIDE OF THE BASEMENT LEVEL CEILING AND A LOWER LIMIT DEFINED BY THE FINISHED FLOOR LEVEL OF THE BASEMENT.	SEE DIAG.	THIS PLAN	LAND ON THIS PLAN
E-3	WAY WITH AN UPPER LIMIT DEFINED BY THE UNDERSIDE OF THE CEILING OF THE FIRST LEVEL AND A LOWER LIMIT DEFINED BY THE FINISHED FLOOR OF THE FIRST LEVEL.	1m	THIS PLAN	LAND ON THIS PLAN
E-4	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LAND ON THIS PLAN
KEARNEY and TYRRELL SURVEYING PTY LTD		LICENSED SURVEYOR (PRINT) <u>PETER JOHN TYRRELL</u>		
<p style="text-align: center;">LAND SURVEYORS PLANNING CONSULTANTS 53 ROSE STREET ESSENDON 3040 TELEPHONE 93314266 FAX 93314366</p>		SIGNATURE <u>DIGITALLY SIGNED</u> DATE 23 / 6 / 2009		
		REF 12670 VERSION 9 ZIP - MA		
		DATE / / COUNCIL DELEGATE SIGNATURE		
		Original sheet size A3		

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

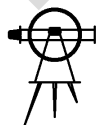
**DIAGRAM 1
BASEMENT LEVEL**



**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**

LAND SURVEYORS
PLANNING CONSULTANTS

53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366



LITTLE LONSDALE STREET

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

SHEET 2

DATE ____/____/____

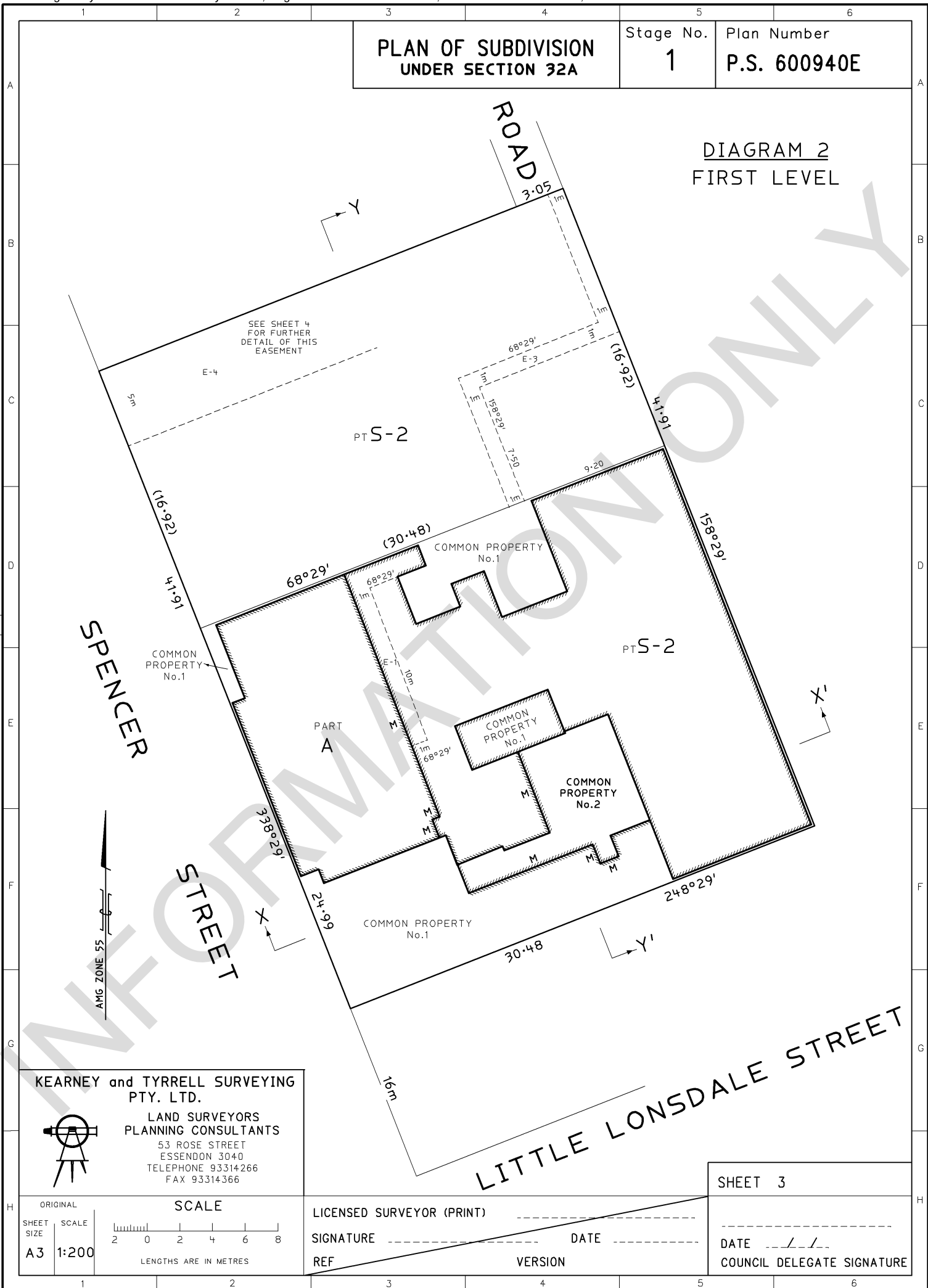
COUNCIL DELEGATE SIGNATURE _____

**PLAN OF SUBDIVISION
UNDER SECTION 32A**

Stage No.
1

Plan Number
P.S. 600940E

DIAGRAM 2
FIRST LEVEL



SPENCER STREET

LITTLE LONSDALE STREET

**KEARNEY and TYRRELL SURVEYING
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LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

SHEET 3

DATE ____/____/____

COUNCIL DELEGATE SIGNATURE _____

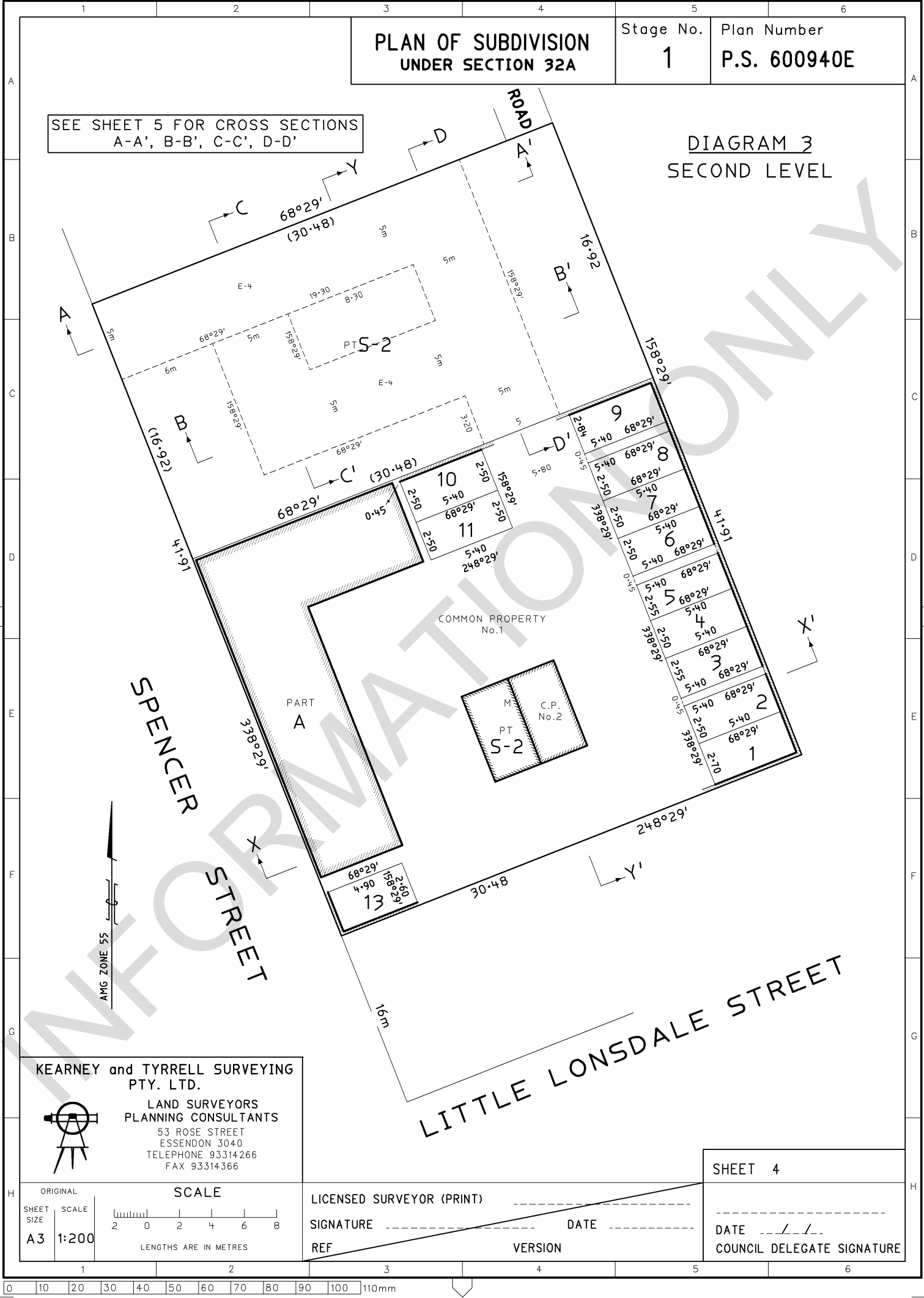
**PLAN OF SUBDIVISION
UNDER SECTION 32A**

Stage No.
1

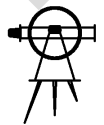
Plan Number
P.S. 600940E

SEE SHEET 5 FOR CROSS SECTIONS
A-A', B-B', C-C', D-D'

**DIAGRAM 3
SECOND LEVEL**



**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**



LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

SHEET 4

DATE ____/____/____

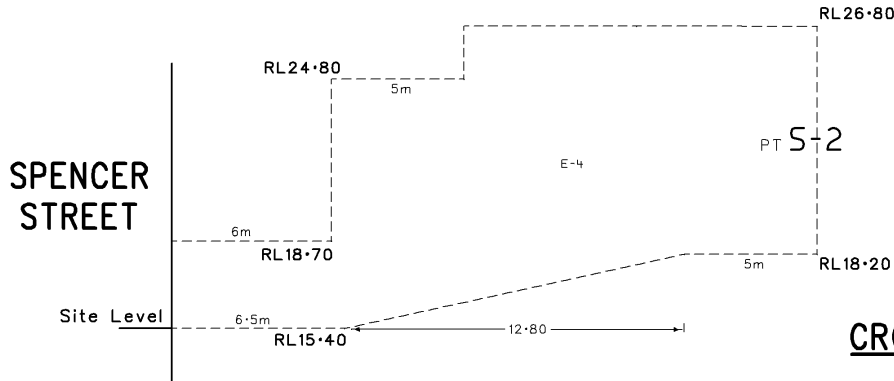
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

CROSS SECTION A-A'

(NOT TO SCALE)

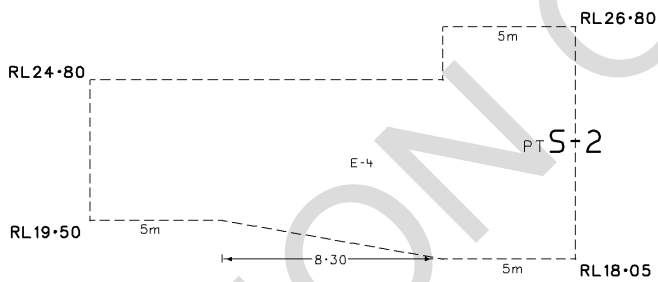
LEVELS SHOWN ARE TO THE AUSTRALIAN HEIGHT DATUM



CROSS SECTION B-B'

(NOT TO SCALE)

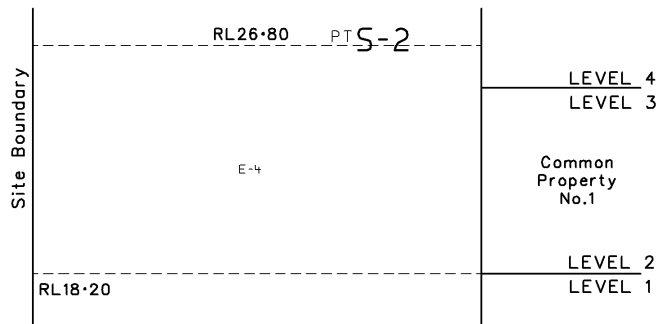
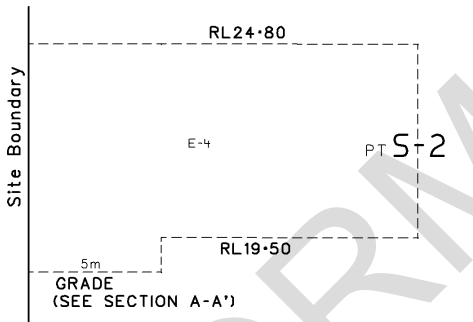
LEVELS SHOWN ARE TO THE AUSTRALIAN HEIGHT DATUM



CROSS SECTION C-C'

(NOT TO SCALE)

LEVELS SHOWN ARE TO THE AUSTRALIAN HEIGHT DATUM

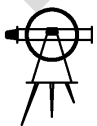


CROSS SECTION D-D'

(NOT TO SCALE)

LEVELS SHOWN ARE TO THE AUSTRALIAN HEIGHT DATUM

**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**



LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL	SCALE
SHEET SIZE	NOT TO SCALE
A3	

LICENSED SURVEYOR (PRINT)	_____
SIGNATURE	_____ DATE _____
REF	_____ VERSION _____

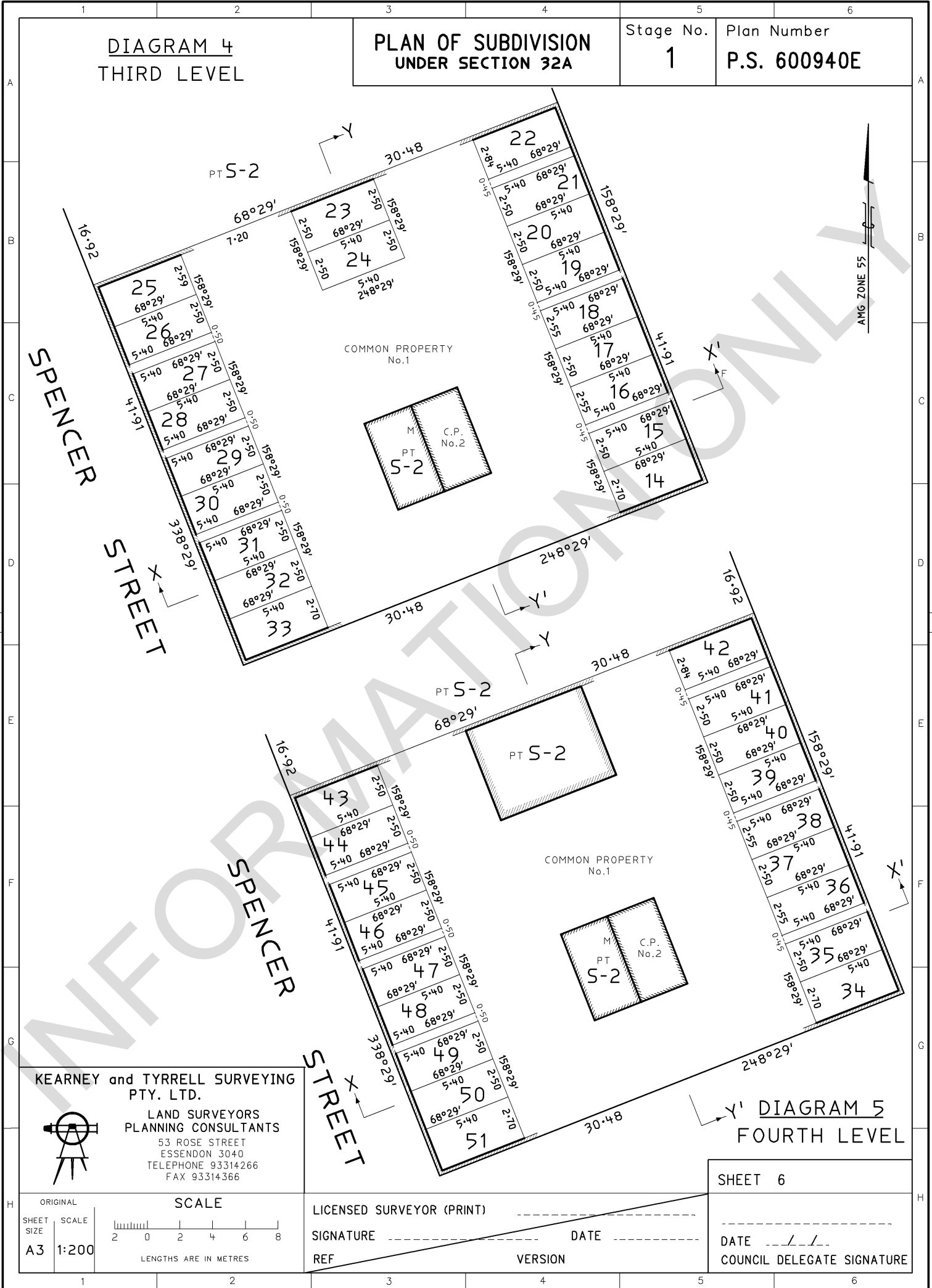
SHEET 5
DATE ___/___/___
COUNCIL DELEGATE SIGNATURE

DIAGRAM 4
THIRD LEVEL

PLAN OF SUBDIVISION
UNDER SECTION 32A

Stage No.
1

Plan Number
P.S. 600940E



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 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366



DIAGRAM 5
FOURTH LEVEL

SHEET 6

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

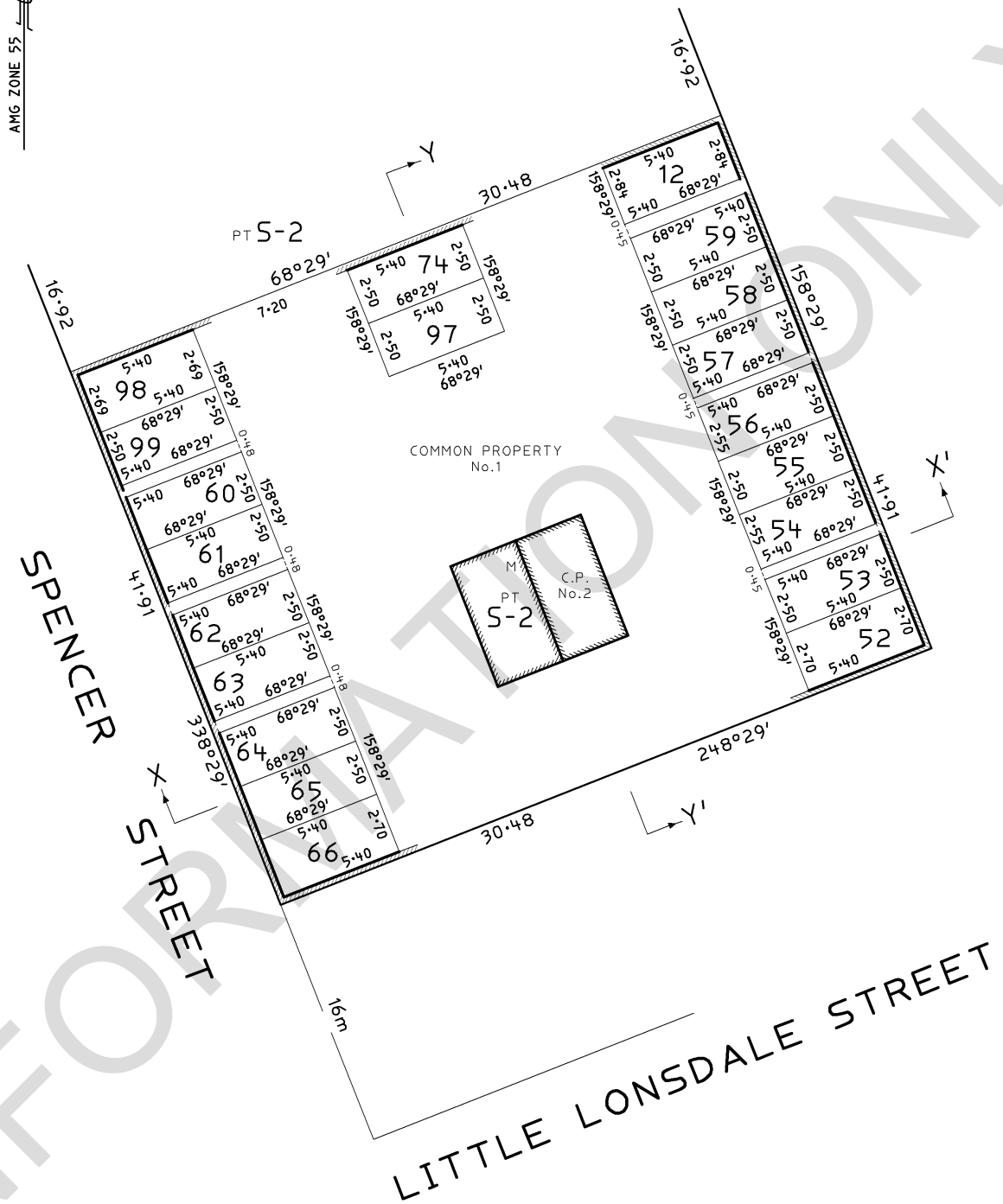
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 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

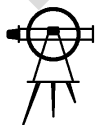
PLAN OF SUBDIVISION UNDER SECTION 32A			Stage No. 1	Plan Number P.S. 600940E
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**DIAGRAM 6
FIFTH LEVEL**

AMG ZONE 55



**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**



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FAX 93314366

SHEET 7

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

SIGNATURE _____ DATE _____

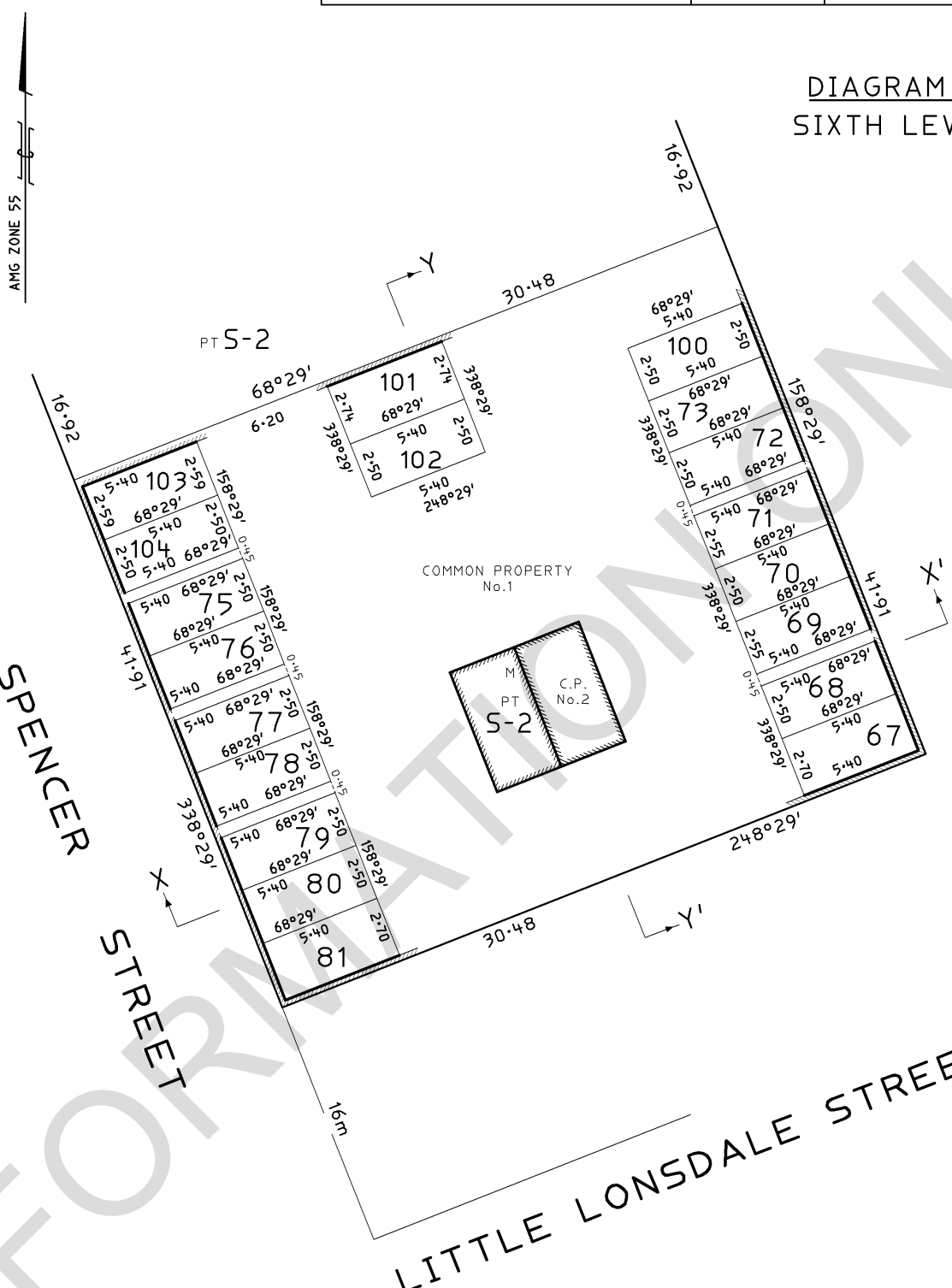
REF _____ VERSION _____

DATE ___/___/___

COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 7
SIXTH LEVEL**



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ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

SHEET 8

DATE ____/____/____

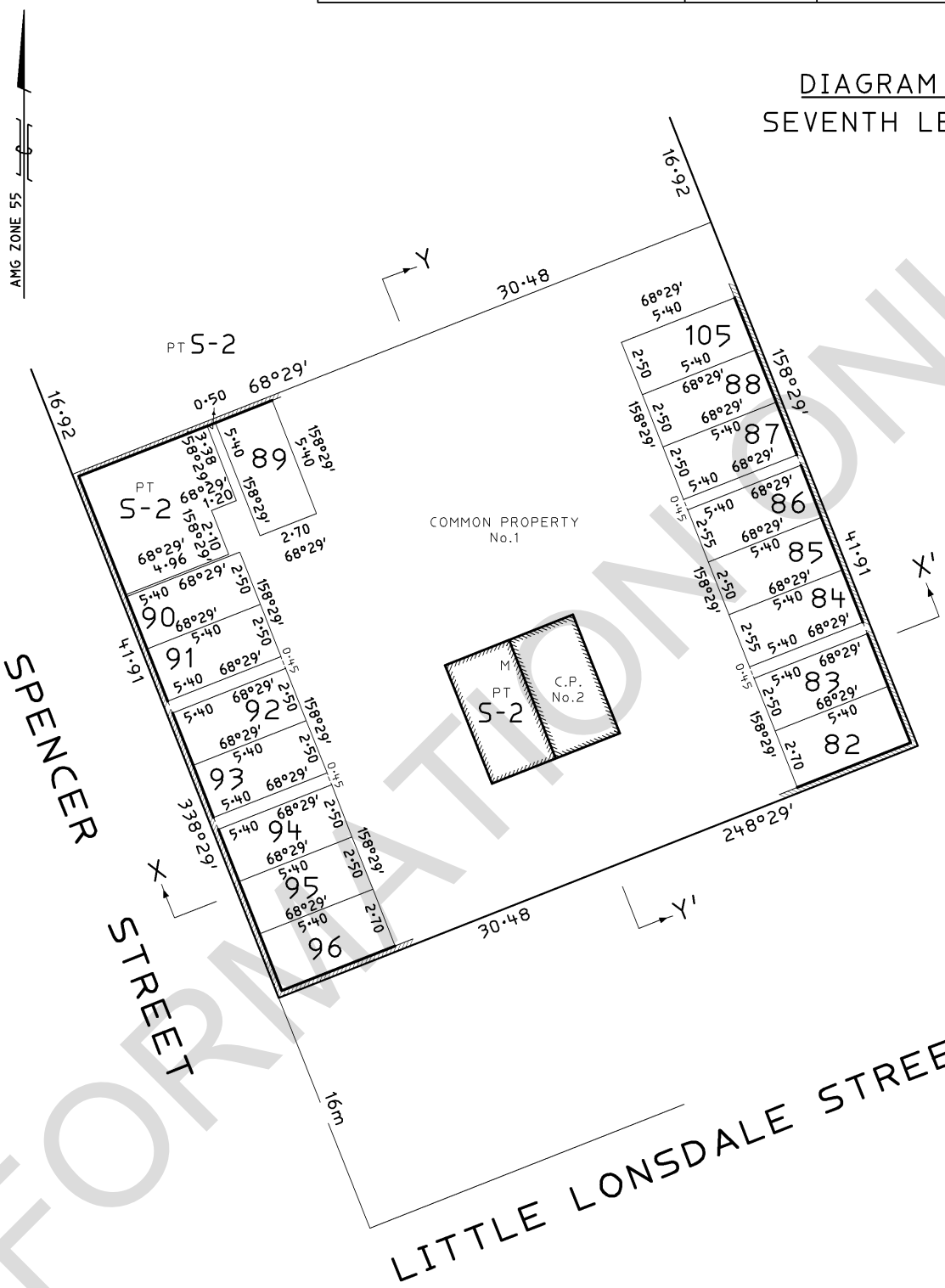
COUNCIL DELEGATE SIGNATURE _____

**PLAN OF SUBDIVISION
UNDER SECTION 32A**

Stage No.
1

Plan Number
P.S. 600940E

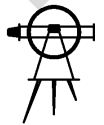
**DIAGRAM 8
SEVENTH LEVEL**



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LAND SURVEYORS
PLANNING CONSULTANTS

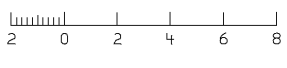
53 ROSE STREET
ESSENDON 3040
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FAX 93314366



ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:200

LENGTHS ARE IN METRES



LICENSED SURVEYOR (PRINT)

SIGNATURE _____ DATE _____

REF _____ VERSION _____

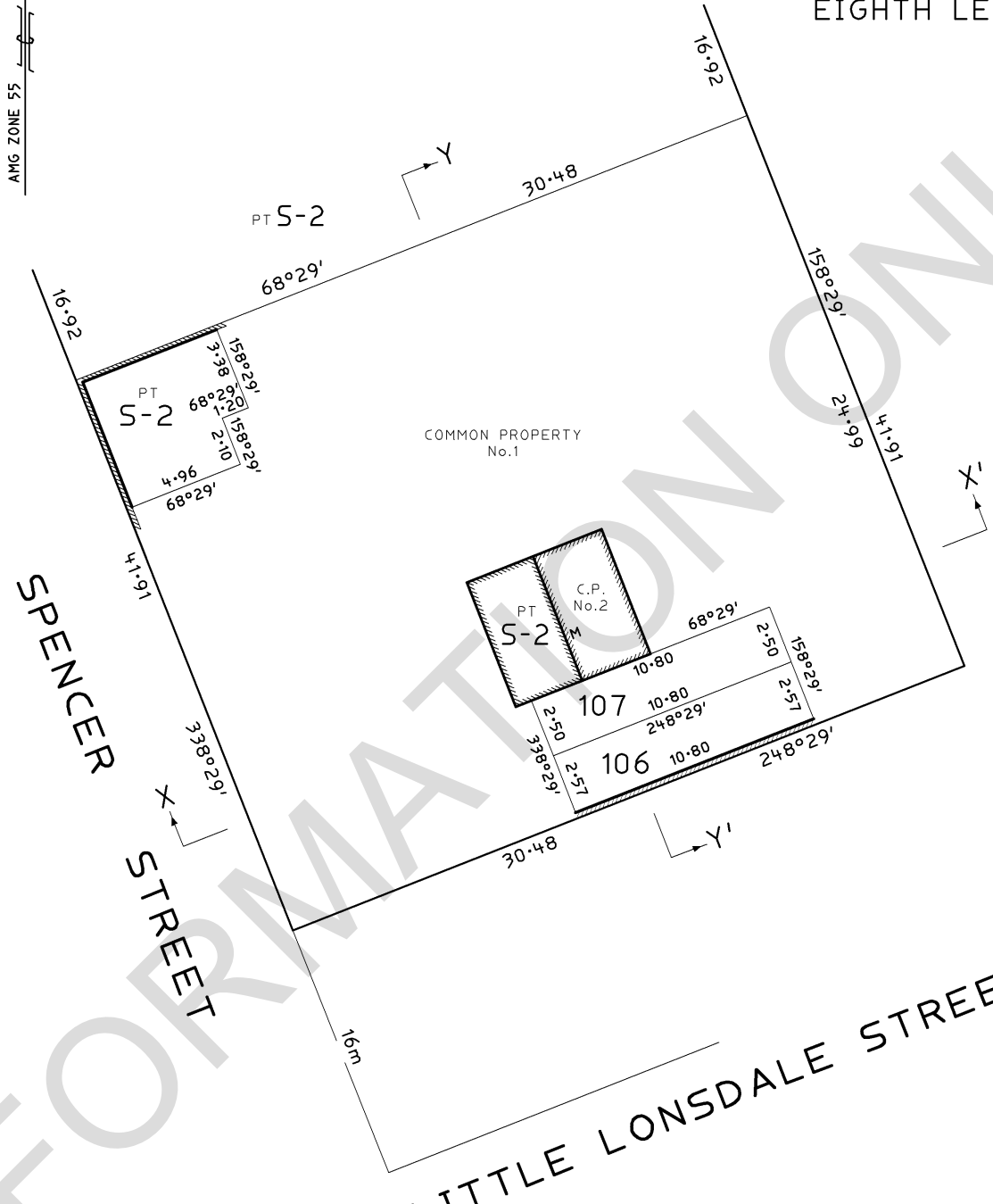
SHEET 9

DATE ____/____/____

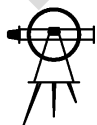
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 9
EIGHTH LEVEL**



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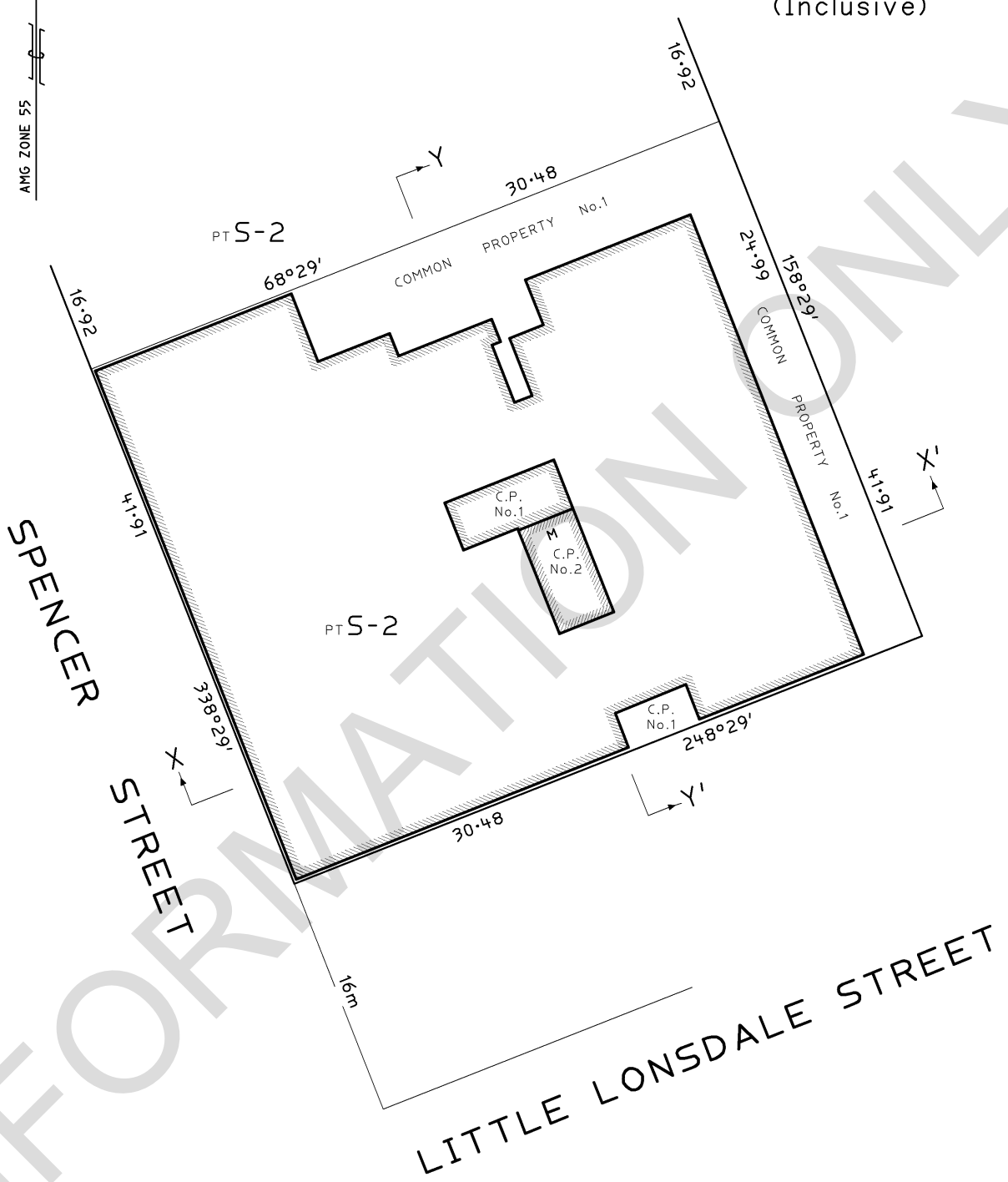
ORIGINAL SHEET SIZE A3	SCALE 1:200	SCALE 0 2 4 6 8 LENGTHS ARE IN METRES
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LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

SHEET 10
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

DIAGRAM 10
NINTH - EIGHTEENTH LEVEL
(Inclusive)



SPENCER STREET

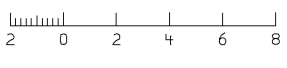
LITTLE LONSDALE STREET

**KEARNEY and TYRRELL SURVEYING
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FAX 93314366

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



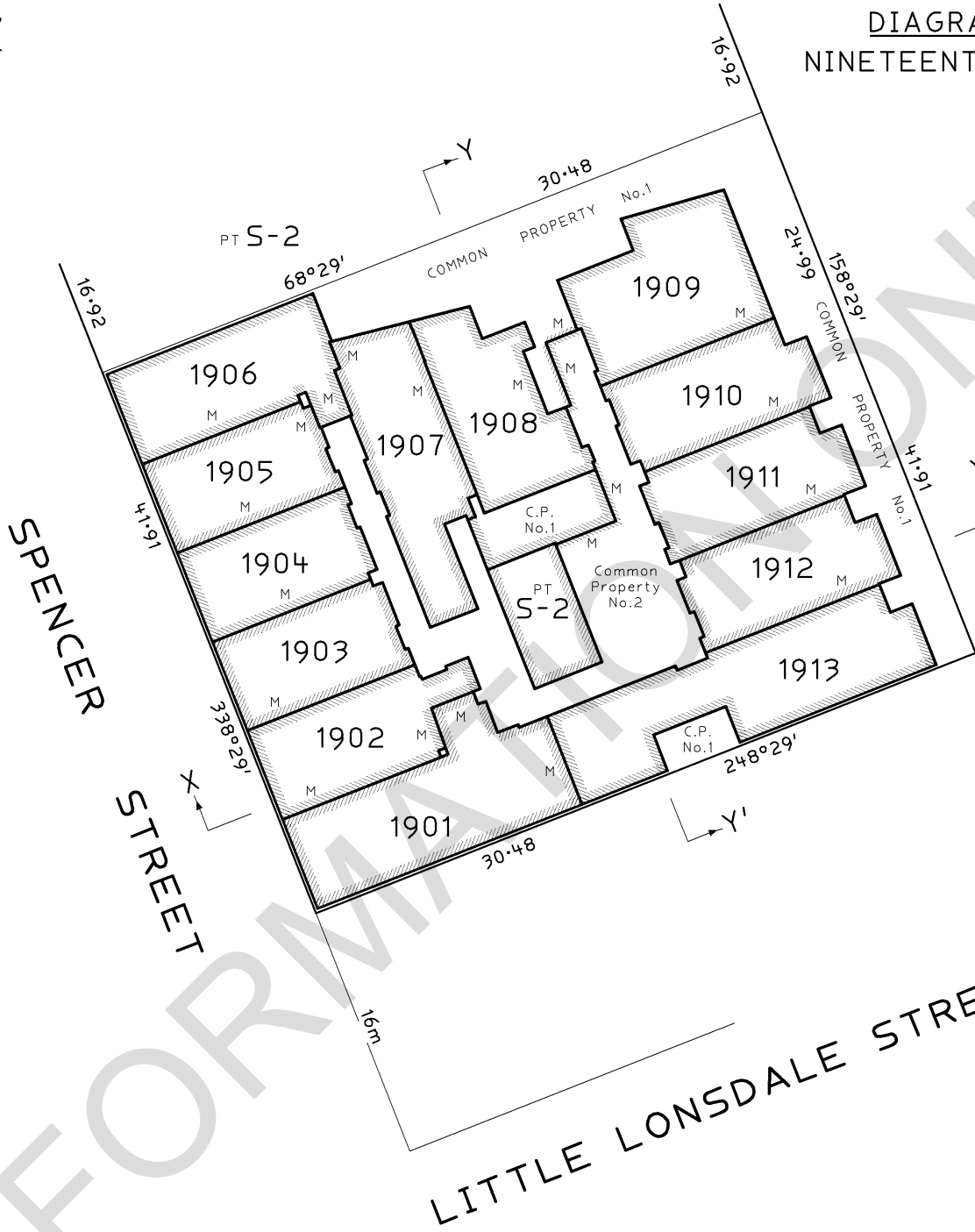
LICENSED SURVEYOR (PRINT)	
SIGNATURE	DATE
REF	VERSION

SHEET 11
DATE
COUNCIL DELEGATE SIGNATURE

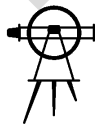
PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 11
NINETEENTH LEVEL**

AMG ZONE 55

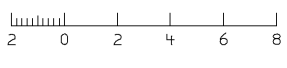


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FAX 93314366

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



LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

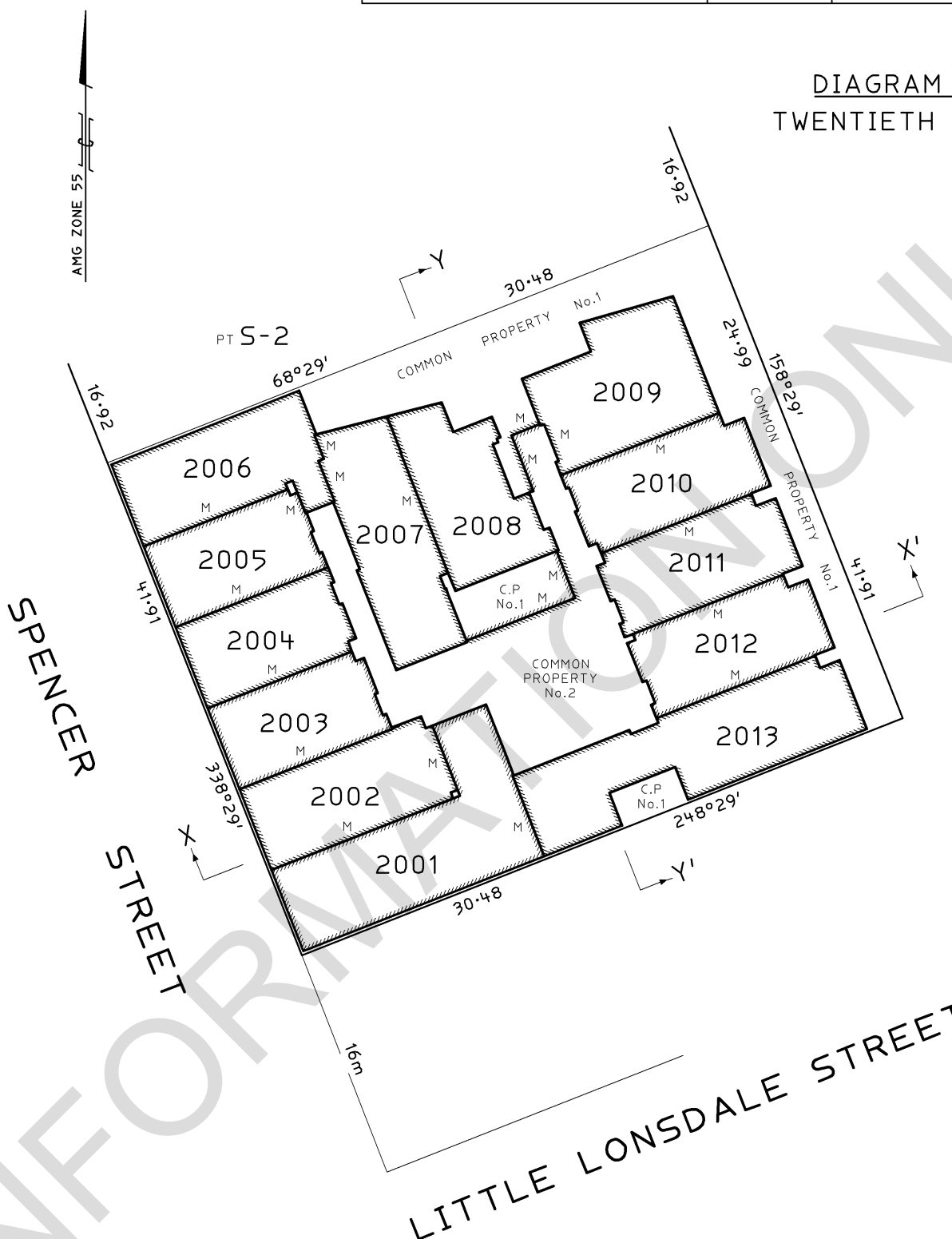
SHEET 12

DATE ____/____/____

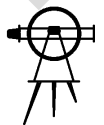
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

DIAGRAM 12
TWENTIETH LEVEL

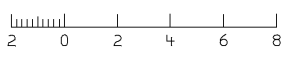


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ORIGINAL	SCALE
SHEET SIZE A3	1:200
LENGTHS ARE IN METRES	

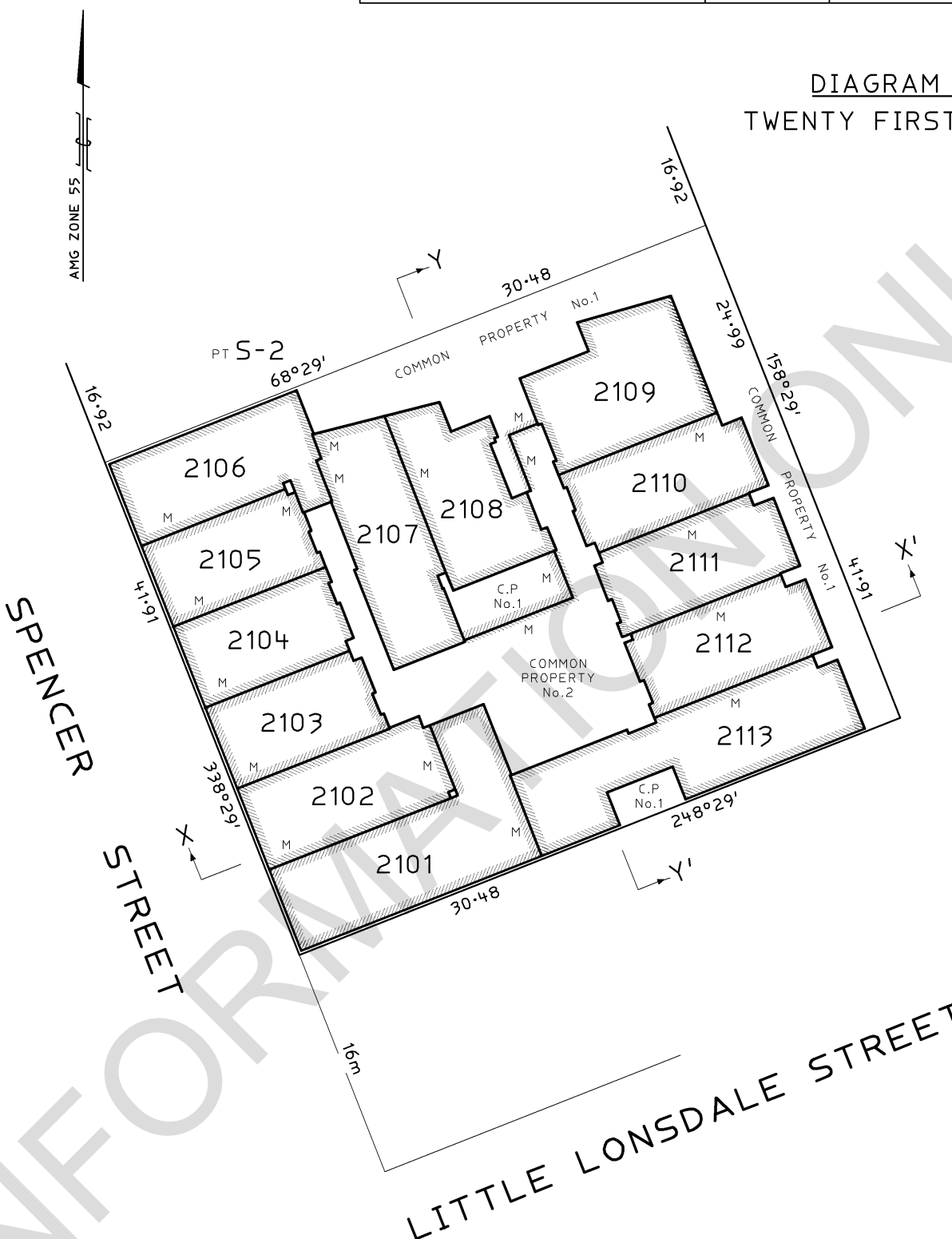


LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

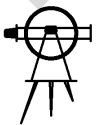
SHEET 13
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 13
TWENTY FIRST LEVEL**



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SHEET 14

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE

SHEET SIZE SCALE

A3 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

SIGNATURE _____ DATE _____

REF _____ VERSION _____

PLAN OF SUBDIVISION
UNDER SECTION 32A

Stage No.

1

Plan Number

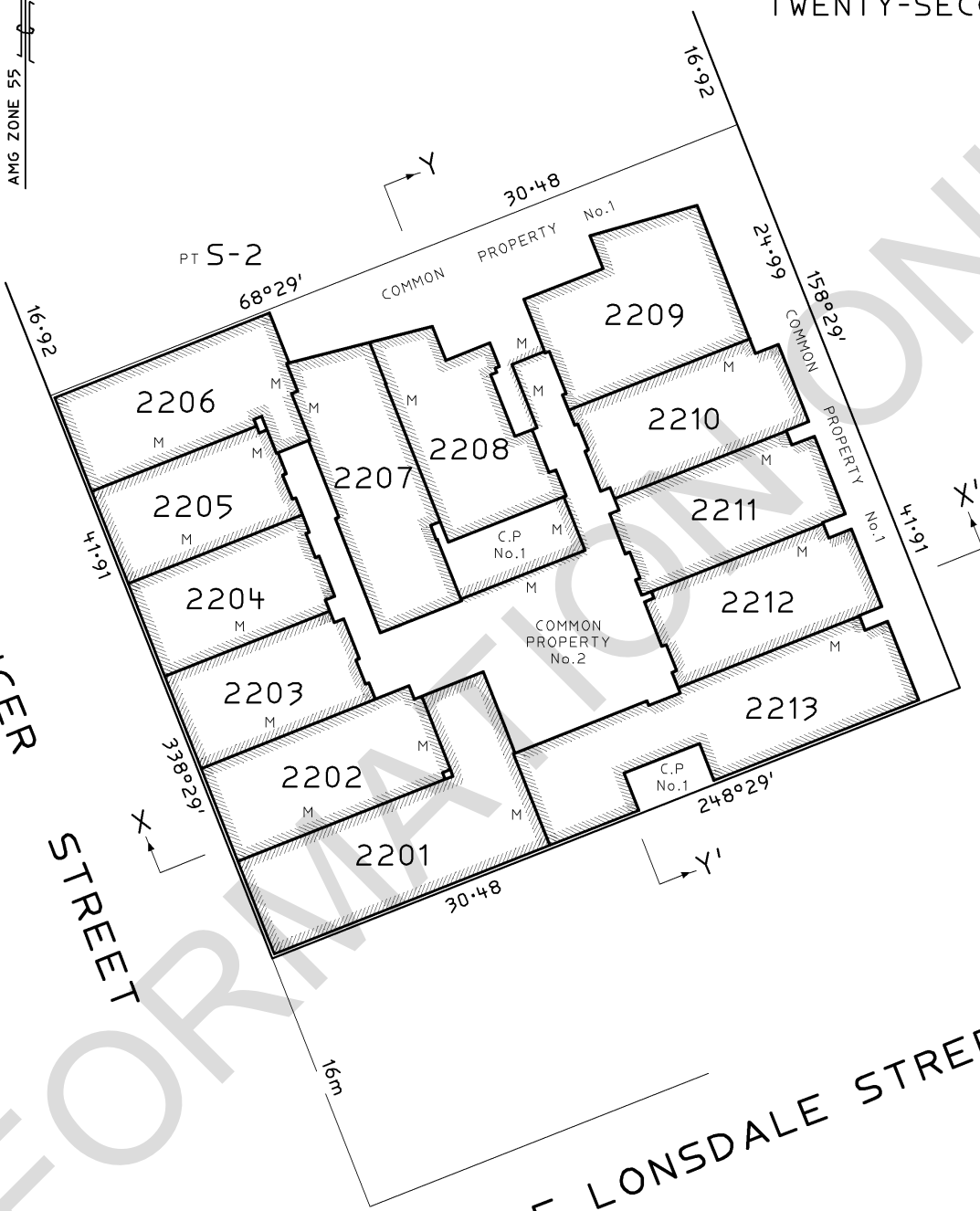
P.S. 600940E

DIAGRAM 14
TWENTY-SECOND LEVEL

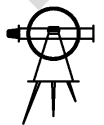
SPENCER STREET

LITTLE LONSDALE STREET

AMG ZONE 55



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SHEET 15

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

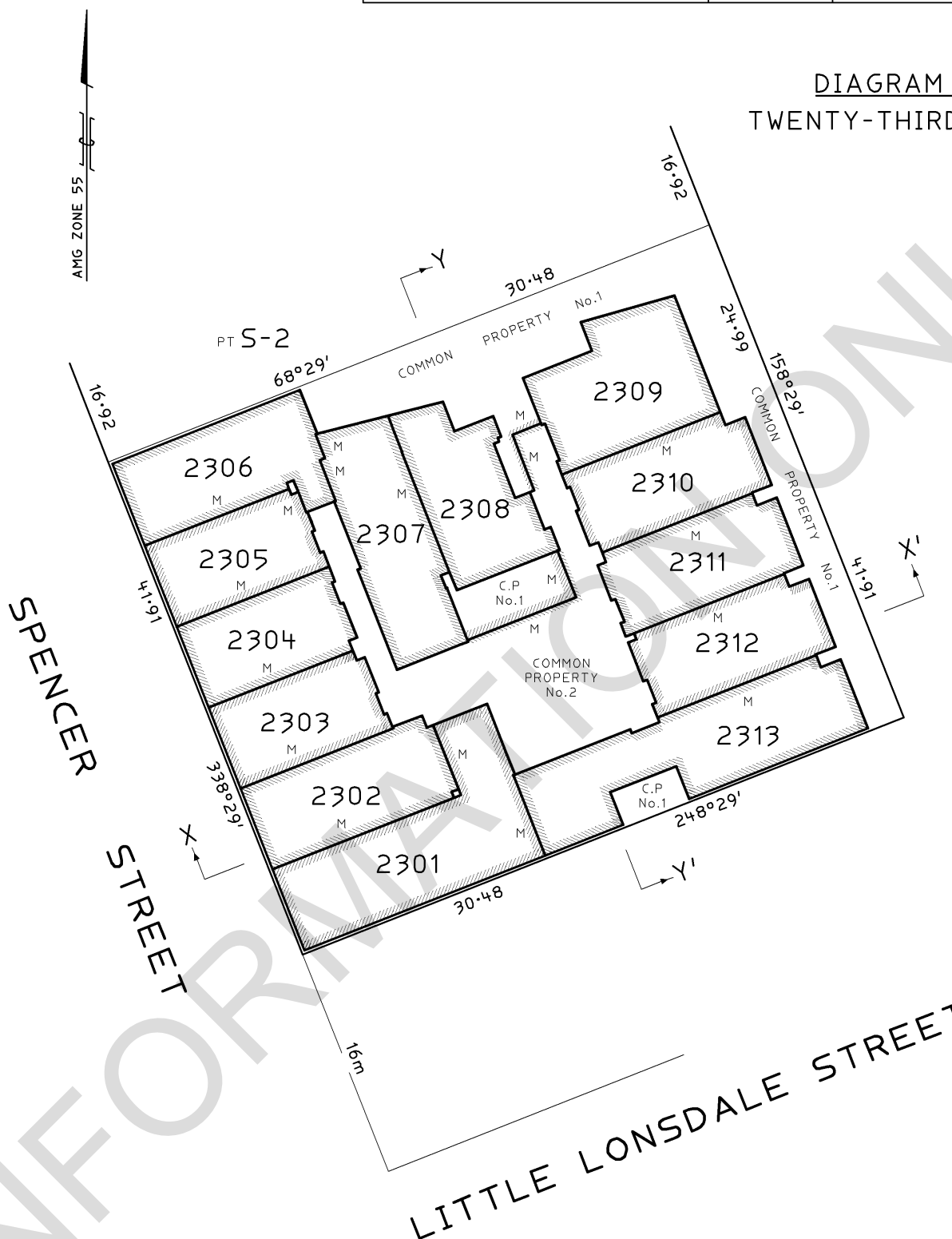
REF _____ VERSION _____


DATE ____/____/____

COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 15
TWENTY-THIRD LEVEL**



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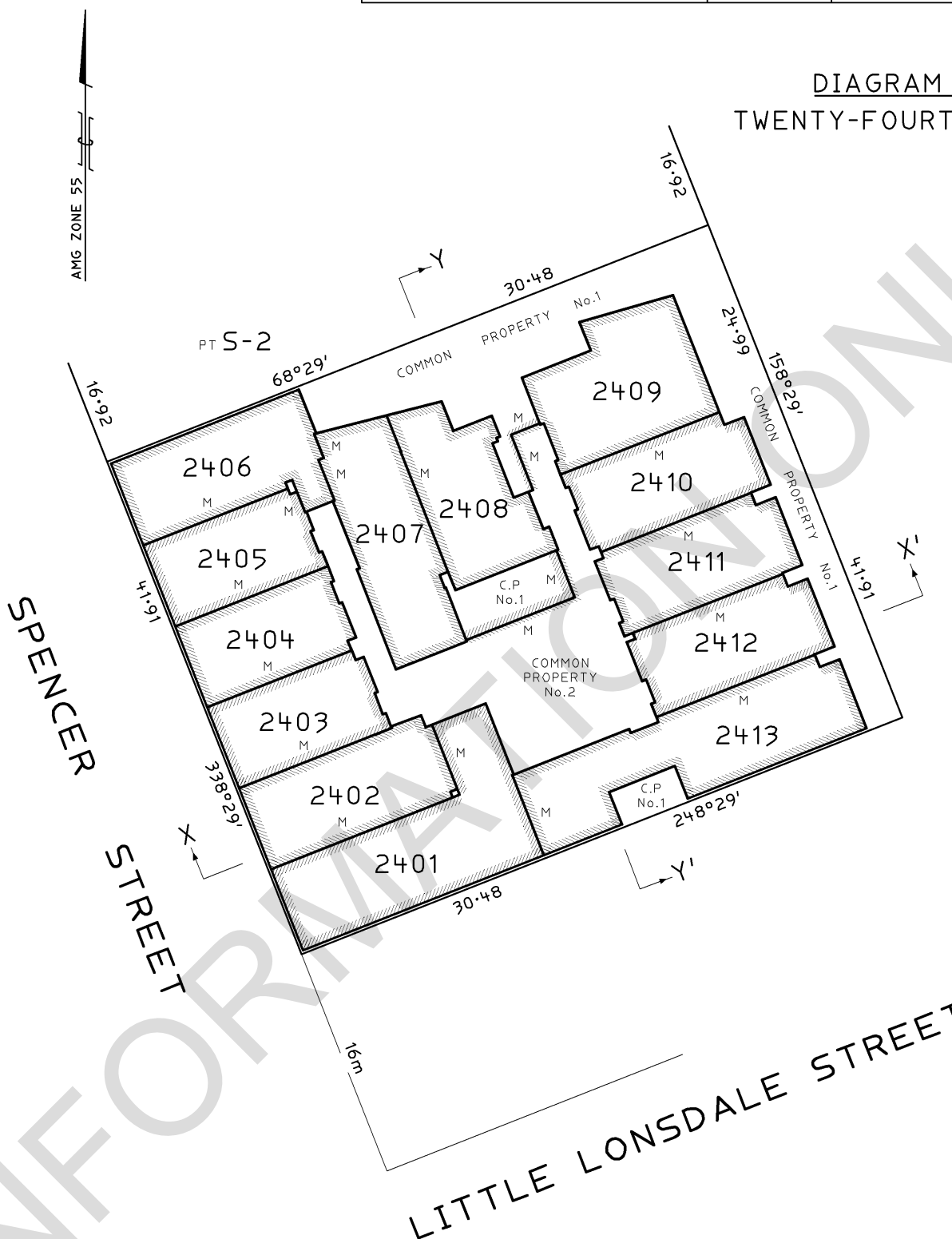
ORIGINAL	SCALE
SHEET SIZE A3	1:200
	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

SHEET 16
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

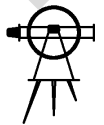
**DIAGRAM 16
TWENTY-FOURTH LEVEL**



SPENCER STREET

LITTLE LONSDALE STREET

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ORIGINAL	SCALE
SHEET SIZE	1:200
A3	

LENGTHS ARE IN METRES

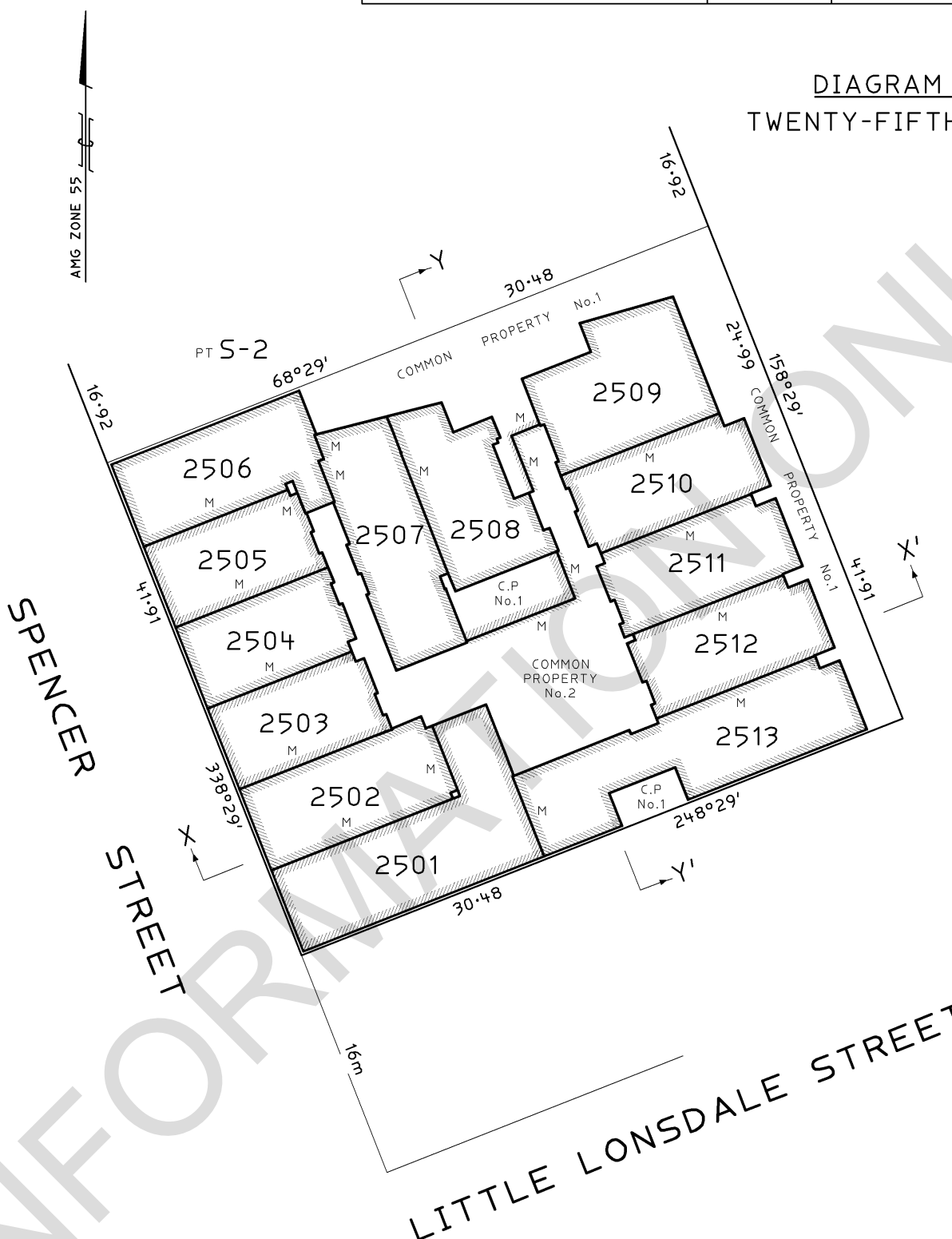
LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____ DATE _____
REF _____ VERSION _____

SHEET 17

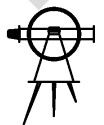
DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 17
TWENTY-FIFTH LEVEL**



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FAX 93314366

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

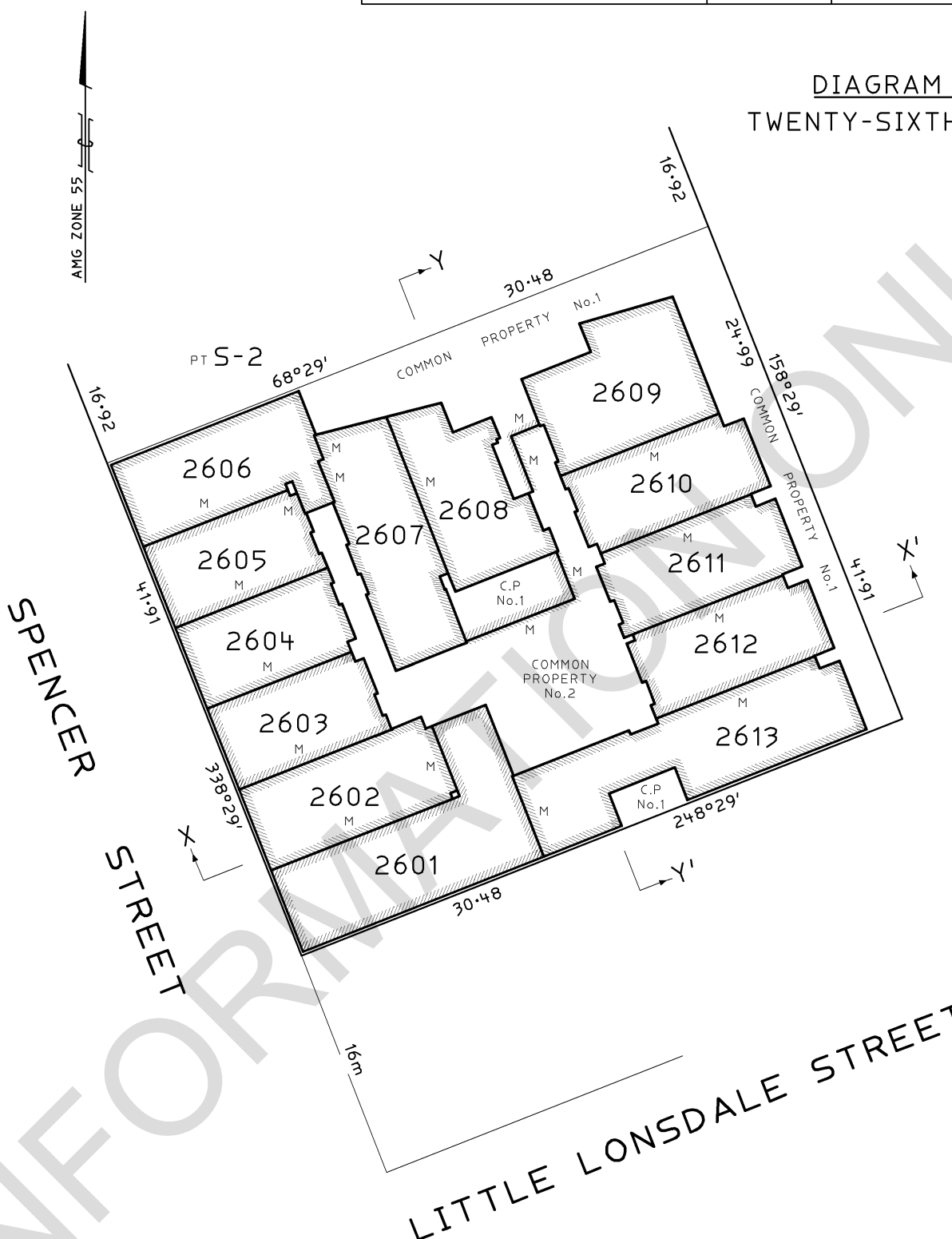
SHEET 18

DATE ____/____/____

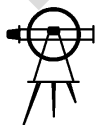
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 18
TWENTY-SIXTH LEVEL**



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

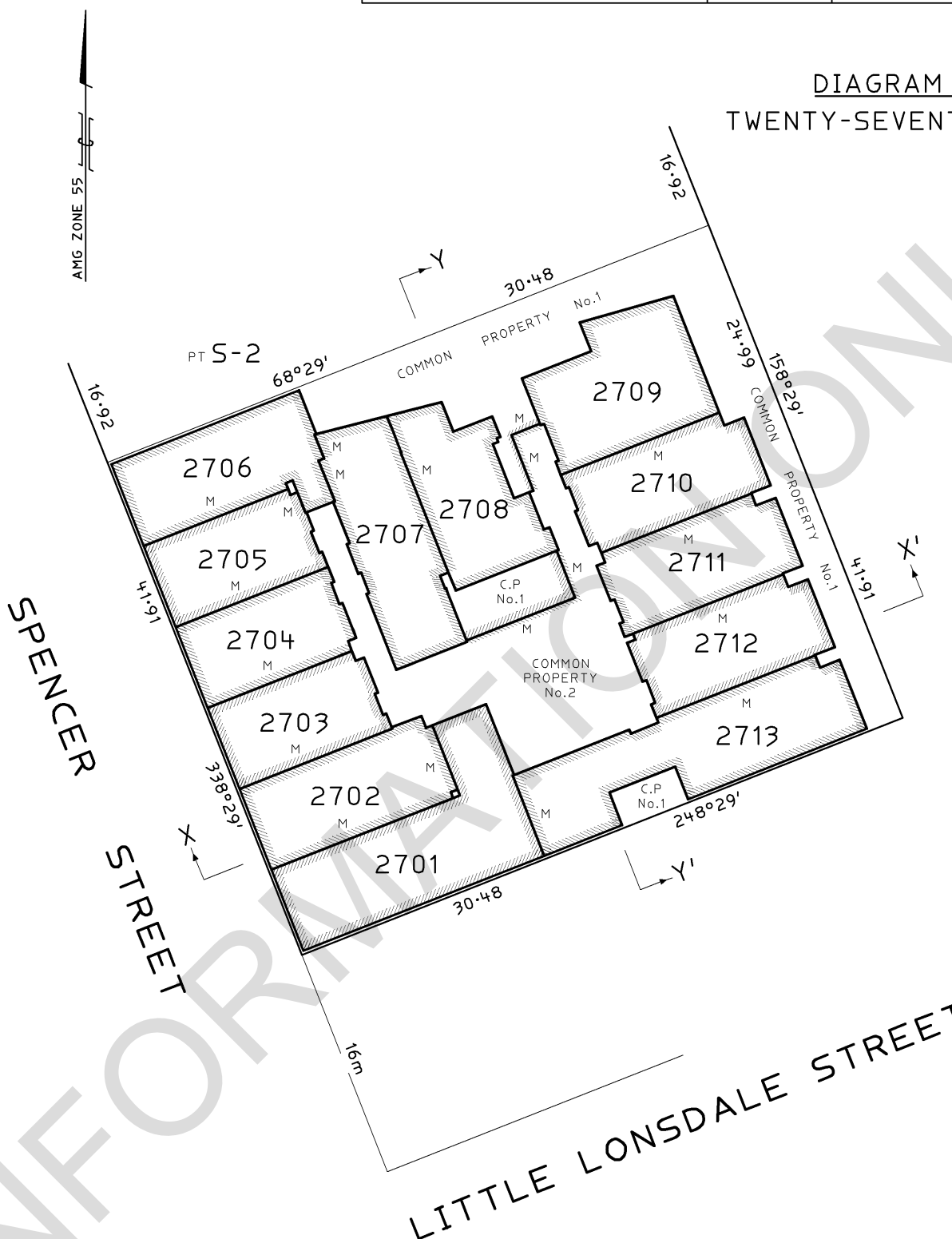
LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

SHEET 19

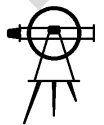
DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

DIAGRAM 19
TWENTY-SEVENTH LEVEL



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FAX 93314366

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

LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

SHEET 20

DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

**PLAN OF SUBDIVISION
UNDER SECTION 32A**

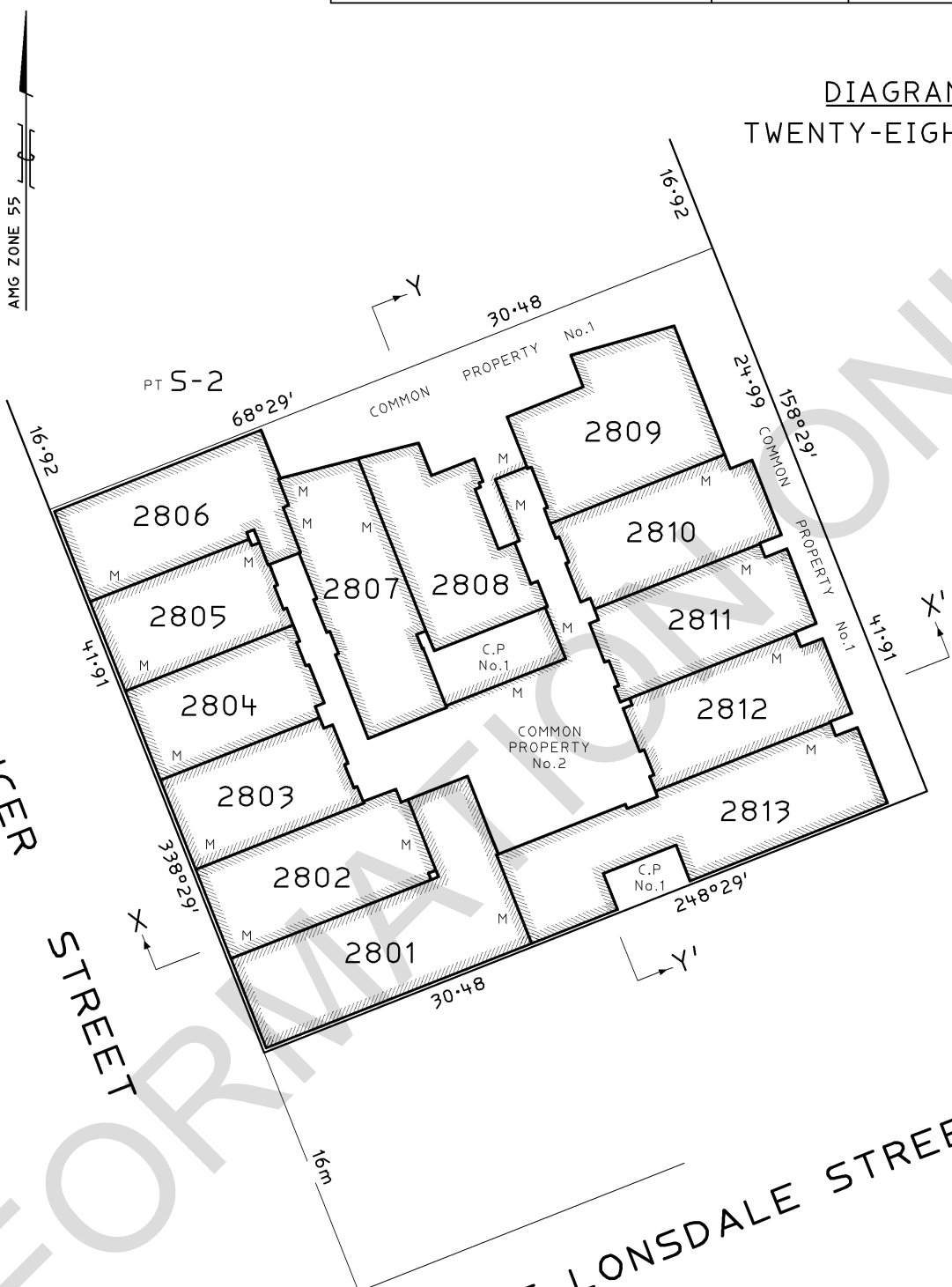
Stage No.
1

Plan Number
P.S. 600940E

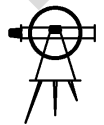
**DIAGRAM 20
TWENTY-EIGHTH LEVEL**

SPENCER STREET

LITTLE LONSDALE STREET



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ORIGINAL SCALE

SHEET SIZE: **A3** SCALE: **1:200**

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

SHEET 21

DATE ____/____/____

COUNCIL DELEGATE SIGNATURE _____

**PLAN OF SUBDIVISION
UNDER SECTION 32A**

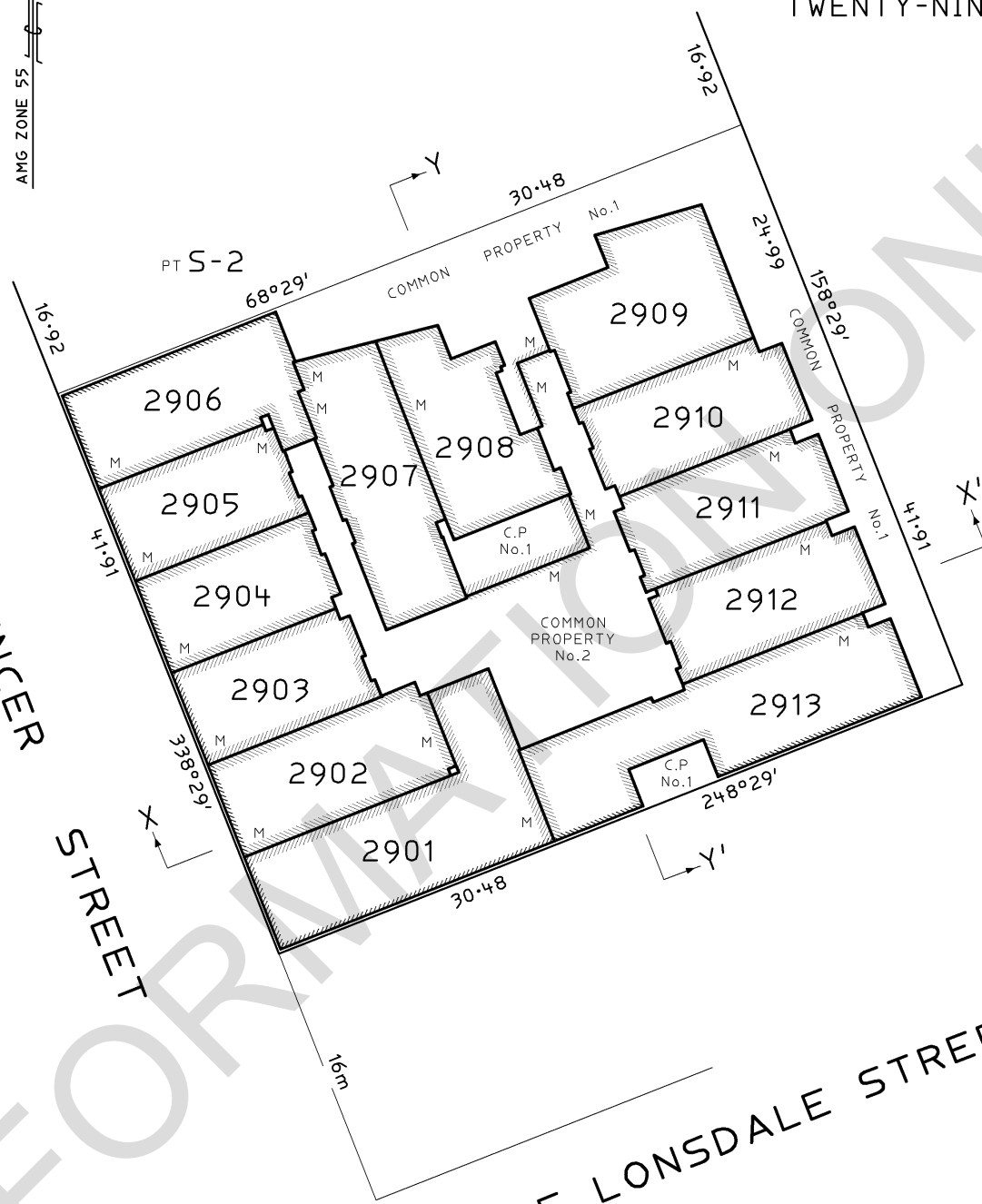
Stage No.
1

Plan Number
P.S. 600940E

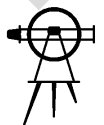
**DIAGRAM 21
TWENTY-NINTH LEVEL**

**SPENCER
STREET**

LITTLE LONSDALE STREET



**KEARNEY and TYRRELL SURVEYING
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ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

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

LICENSED SURVEYOR (PRINT) _____

SIGNATURE _____ DATE _____

REF _____ VERSION _____

SHEET 22

DATE ____/____/____

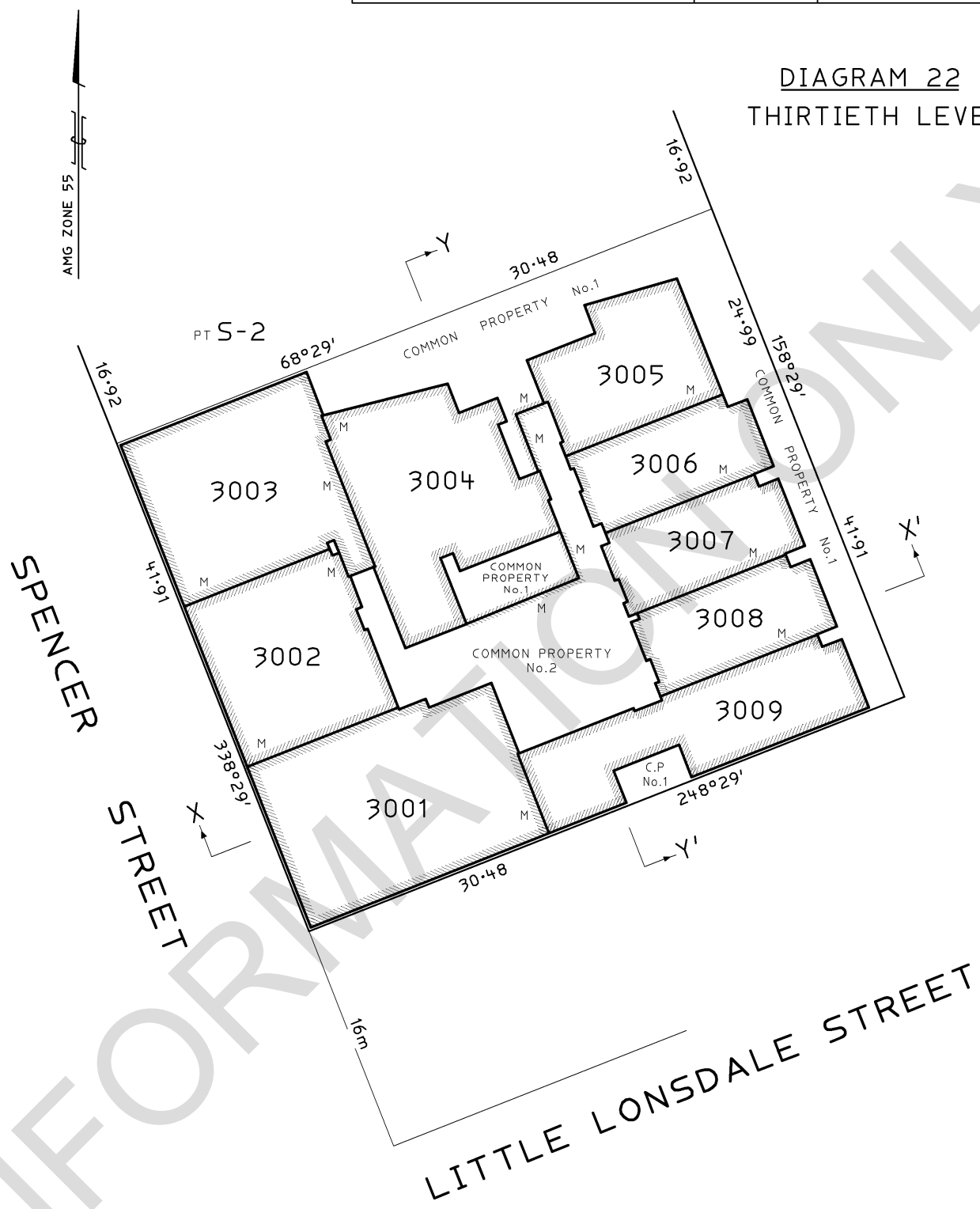
COUNCIL DELEGATE SIGNATURE _____

**PLAN OF SUBDIVISION
UNDER SECTION 32A**

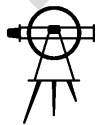
Stage No.
1

Plan Number
P.S. 600940E

**DIAGRAM 22
THIRTIETH LEVEL**



**KEARNEY and TYRRELL SURVEYING
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FAX 93314366

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL

SIGNATURE _____ DATE 23 / 6 / 2009

REF 12670 VERSION 8 ZIP - MA

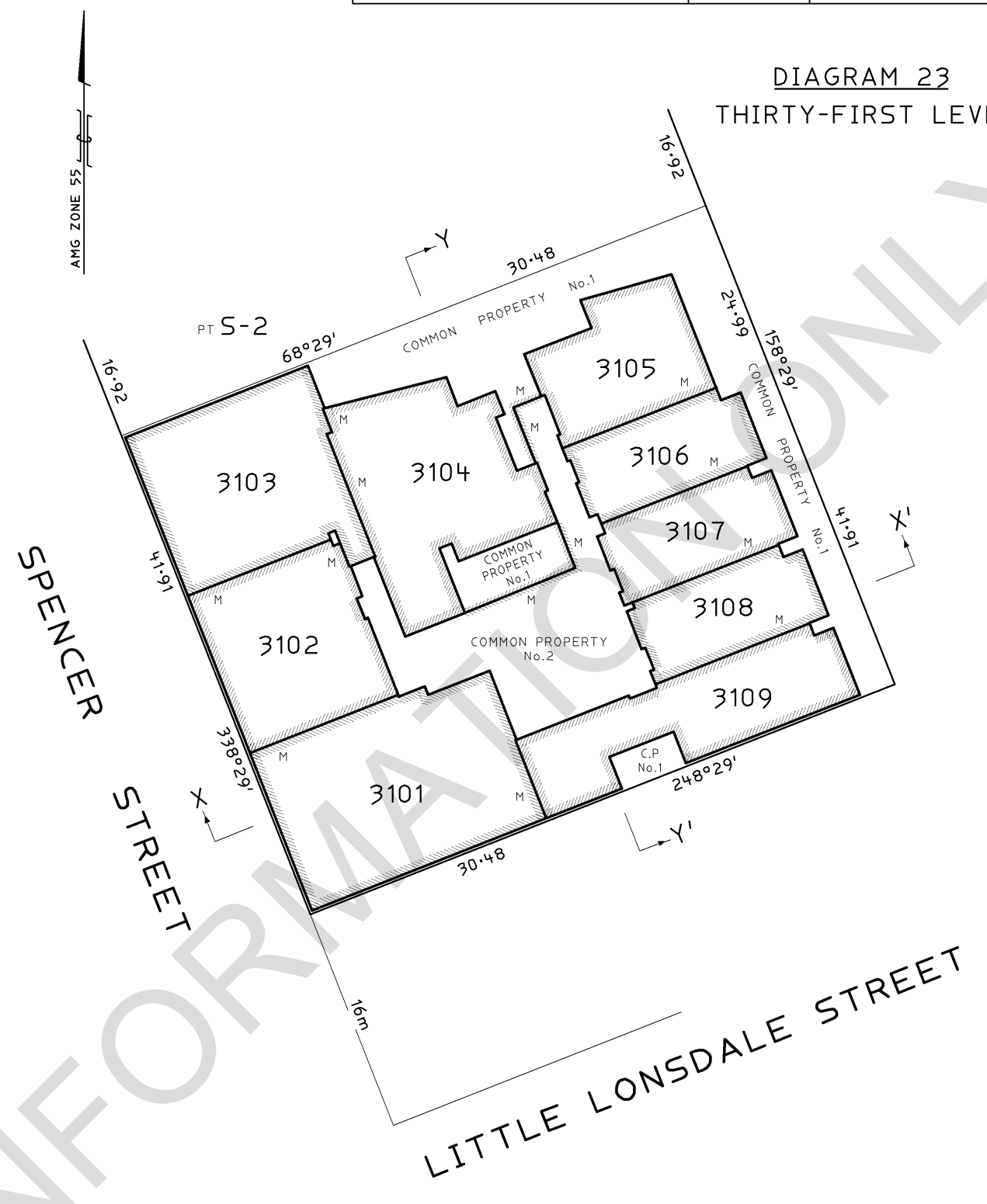
SHEET 23

DATE ____/____/____

COUNCIL DELEGATE SIGNATURE _____

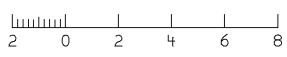
PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 23
THIRTY-FIRST LEVEL**



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**LAND SURVEYORS
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 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

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

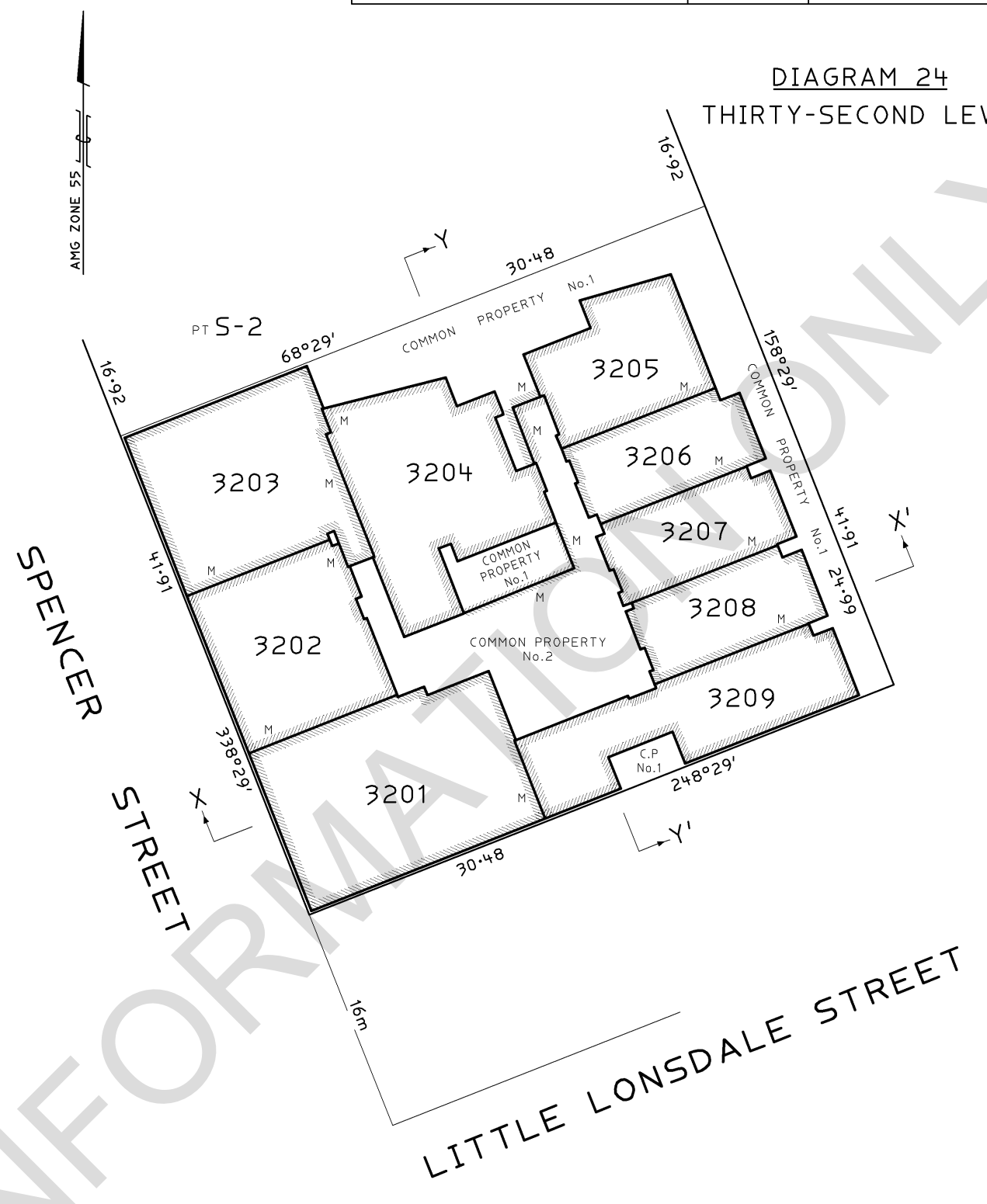
LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 23 / 6 / 2009
 REF 12670 VERSION 8 ZIP - MA

SHEET 24

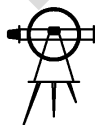
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 24
THIRTY-SECOND LEVEL**



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 LAND SURVEYORS
 PLANNING CONSULTANTS
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 FAX 93314366



SHEET 25

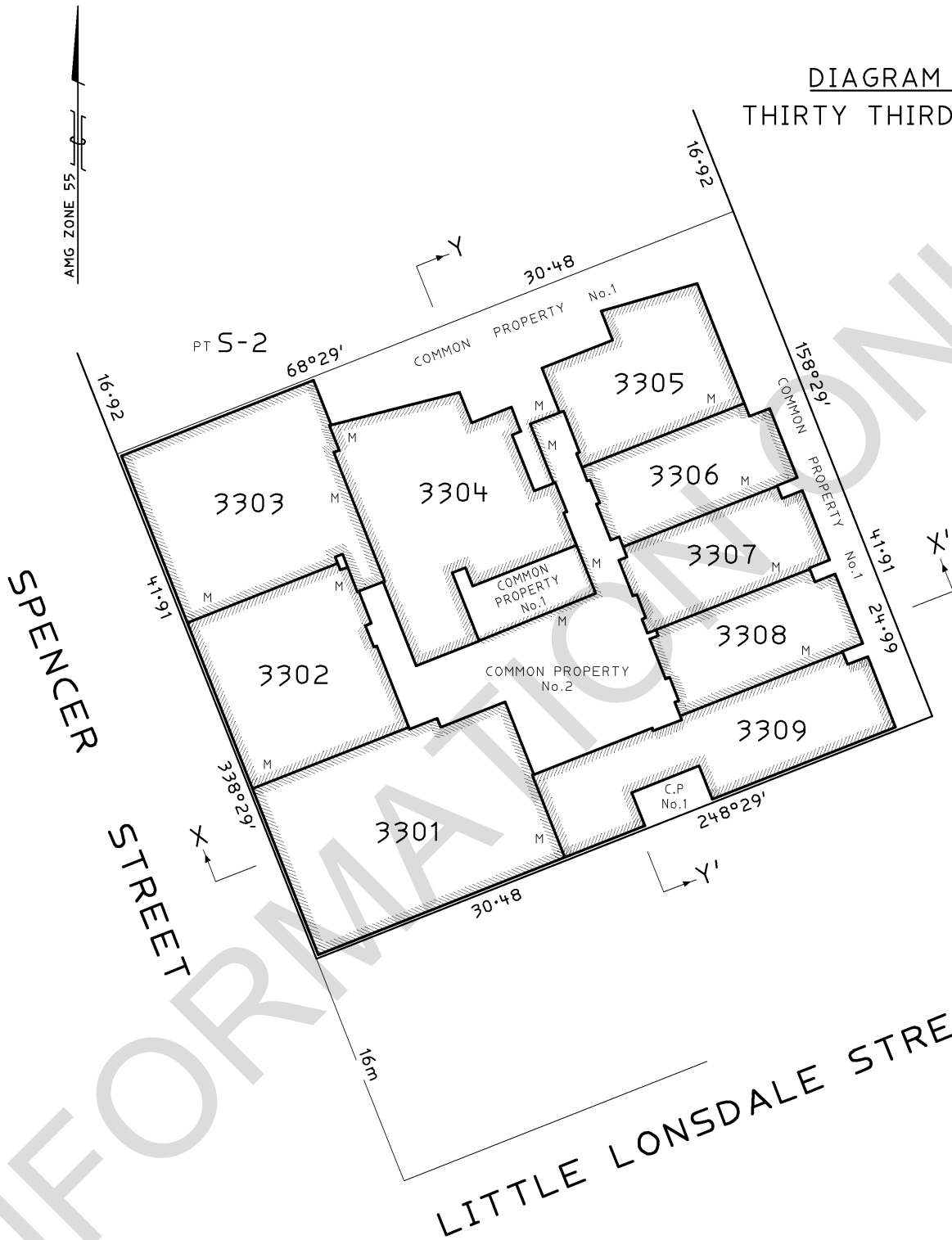
DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE

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

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 23 / 6 / 2009
 REF 12670 VERSION 8 ZIP - MA

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 25
THIRTY THIRD LEVEL**



**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**



**LAND SURVEYORS
PLANNING CONSULTANTS**
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

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

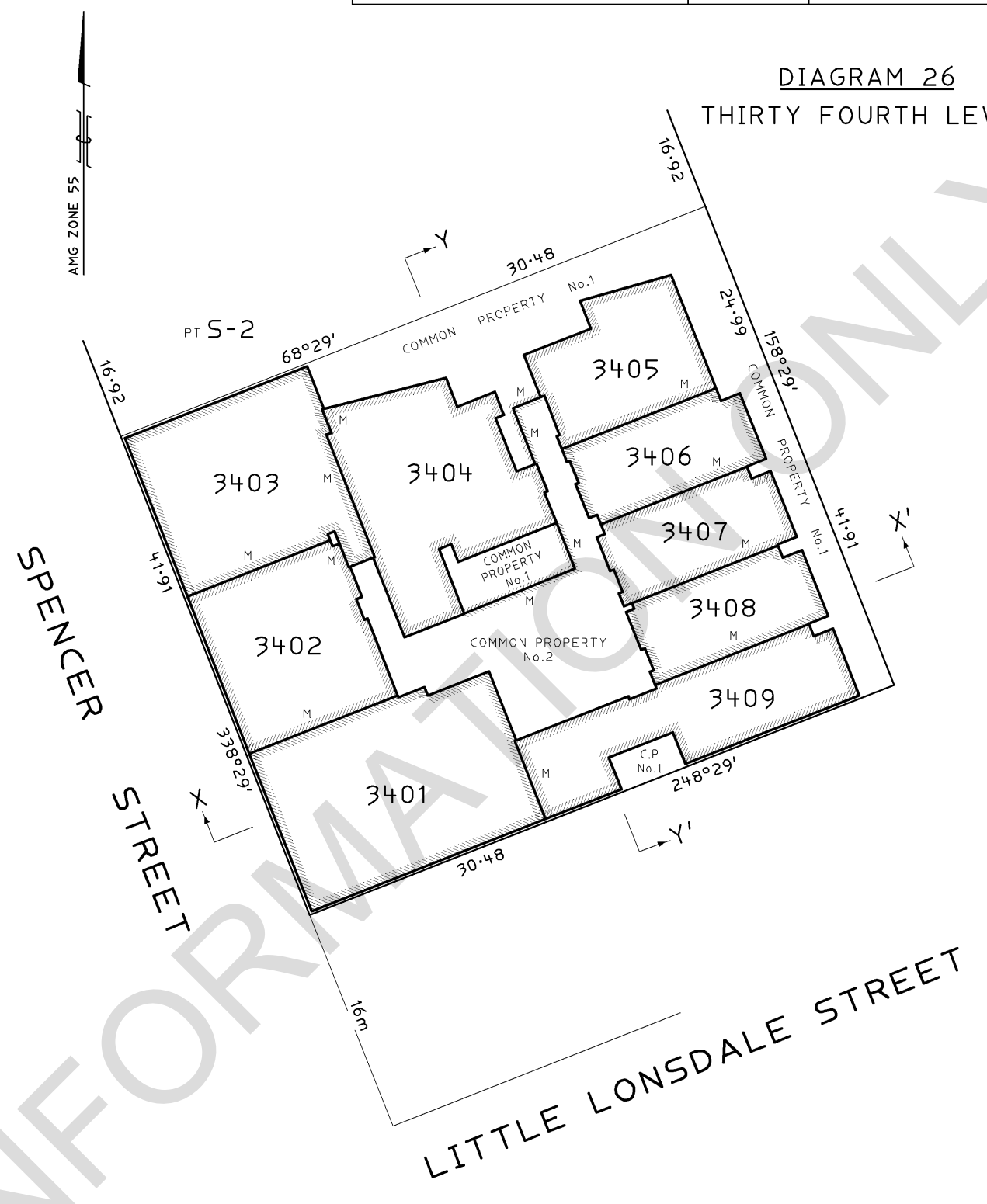
LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 23 / 6 / 2009
 REF 12670 VERSION 8 ZIP - MA

SHEET 26

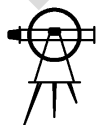
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

DIAGRAM 26
THIRTY FOURTH LEVEL

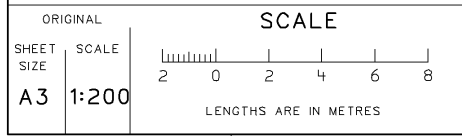


**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366



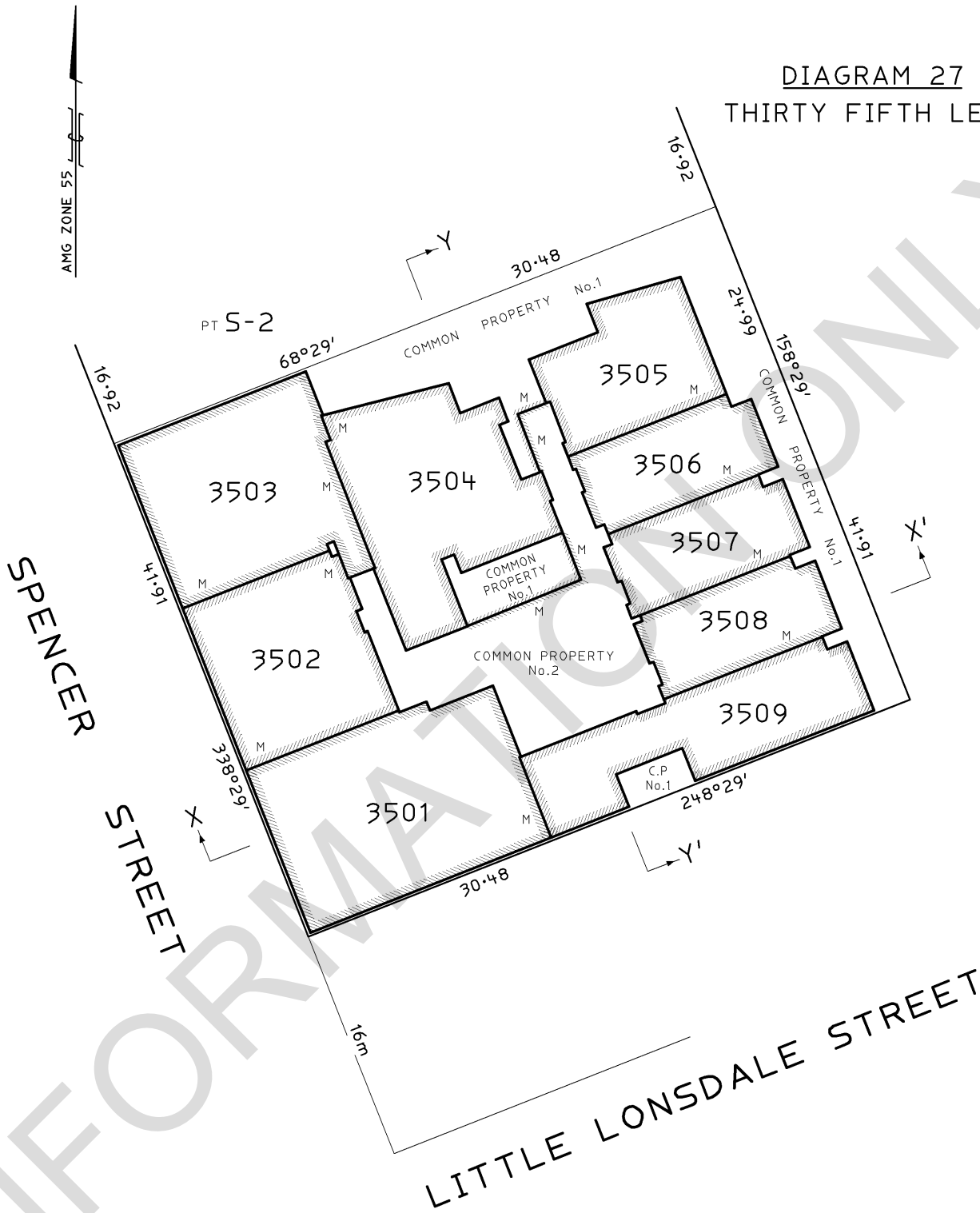
SHEET 27
DATE ____/____/____
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
SIGNATURE _____ DATE 23 / 6 / 2009
REF 12670 VERSION 8 ZIP - MA



PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 27
THIRTY FIFTH LEVEL**



**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**



**LAND SURVEYORS
PLANNING CONSULTANTS**
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

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

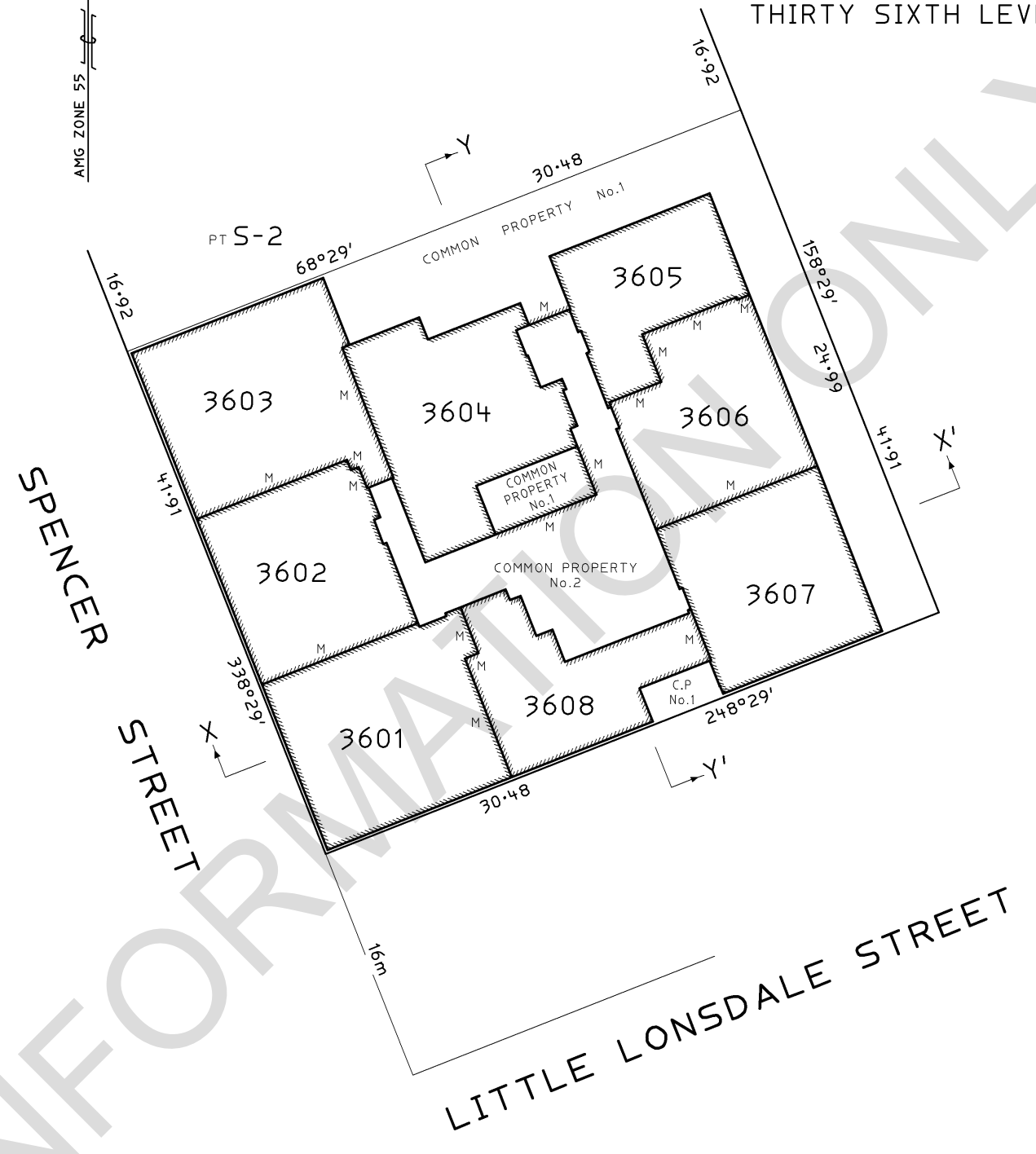
LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
SIGNATURE _____ DATE 23 / 6 / 2009
REF **12670** VERSION **8** ZIP - MA

SHEET 28

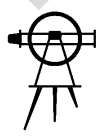
DATE ____/____/____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION UNDER SECTION 32A	Stage No.	Plan Number
	1	P.S. 600940E

**DIAGRAM 28
THIRTY SIXTH LEVEL**



**KEARNEY and TYRRELL SURVEYING
PTY. LTD.**
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366



SHEET 29

DATE ____/____/____

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL

SIGNATURE _____ DATE 23 / 6 / 2009

REF 12670 VERSION 8 ZIP - MA

ORIGINAL SCALE

SHEET SIZE **A3** SCALE **1:200**

LENGTHS ARE IN METRES

PLAN OF SUBDIVISION			Stage No.	Plan Number
				P.S. 600940E

DIAGRAM 29
ROOFTOP LEVEL

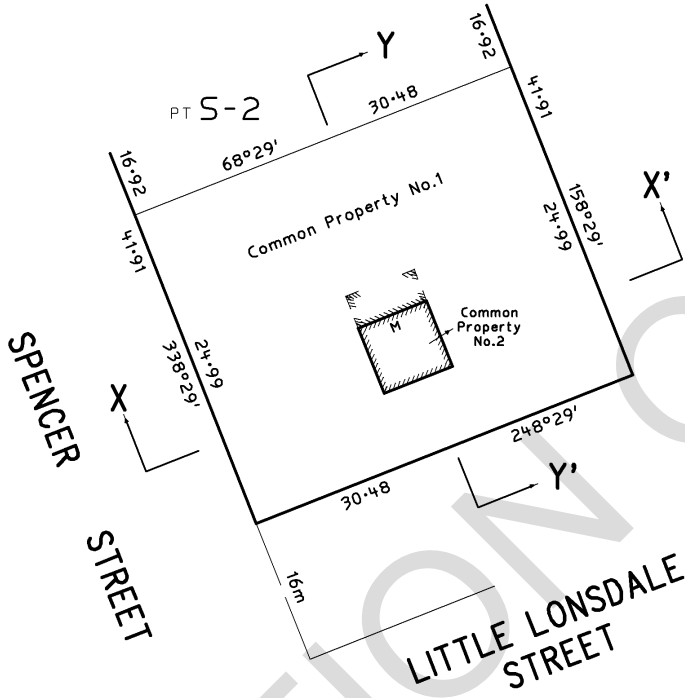
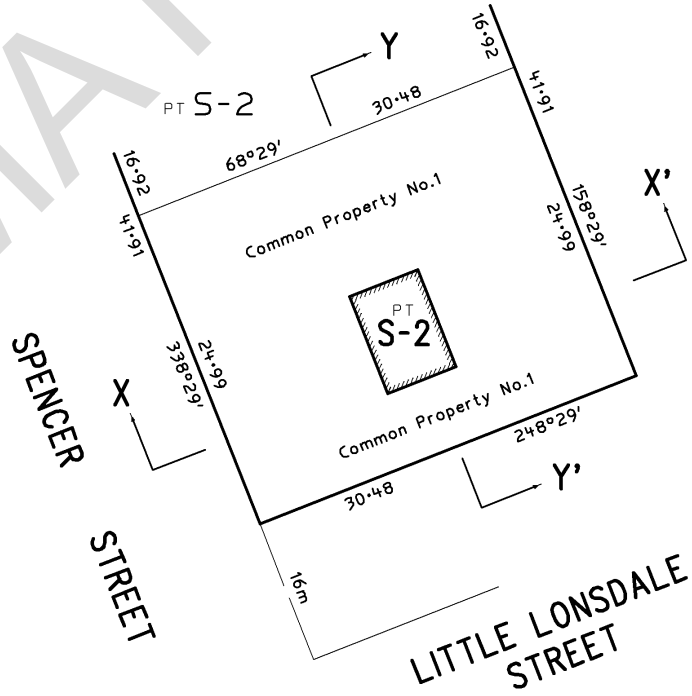


DIAGRAM 30
PARAPET LEVEL AND ABOVE



AMG ZONE 55

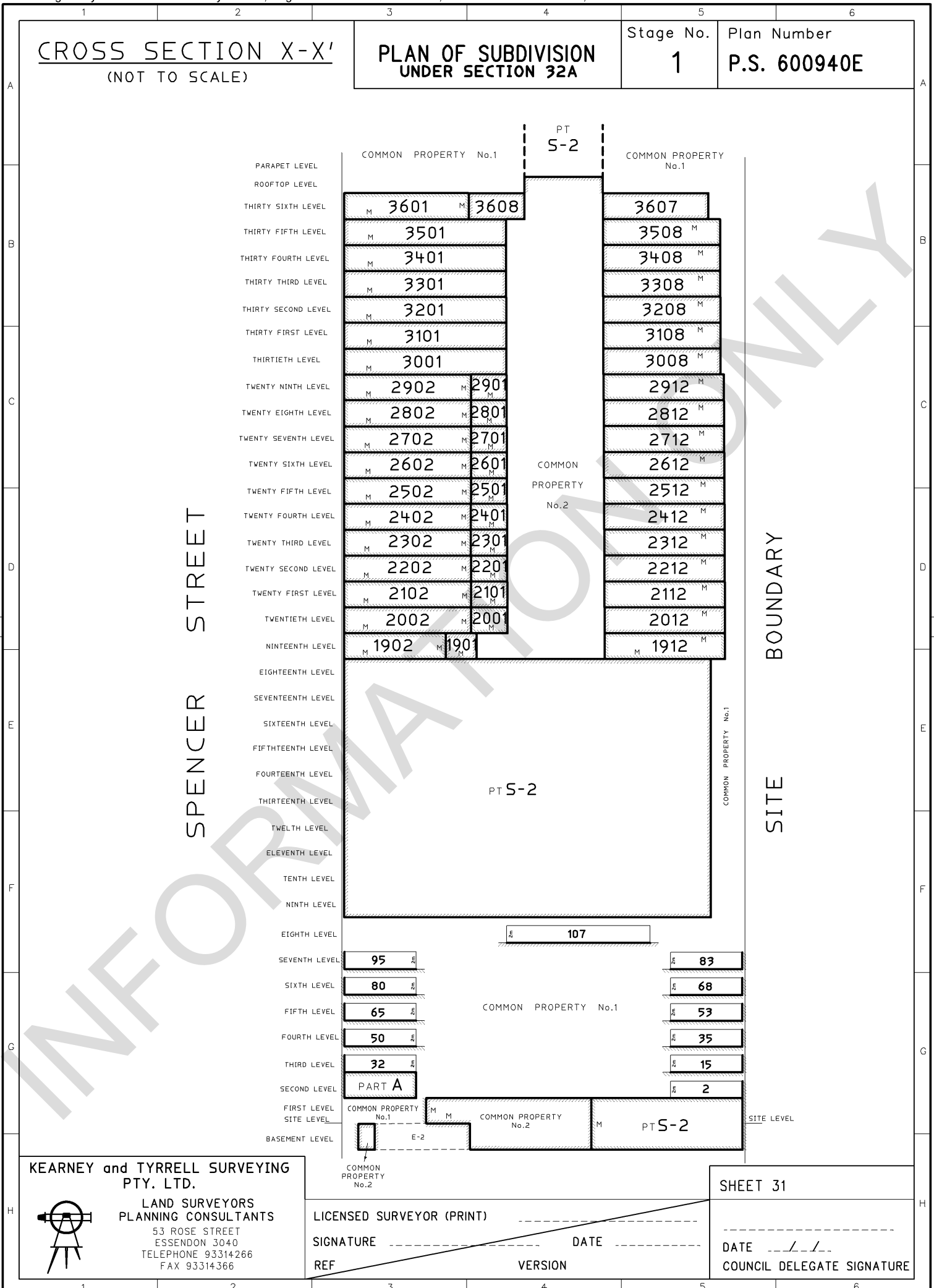
KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:400

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

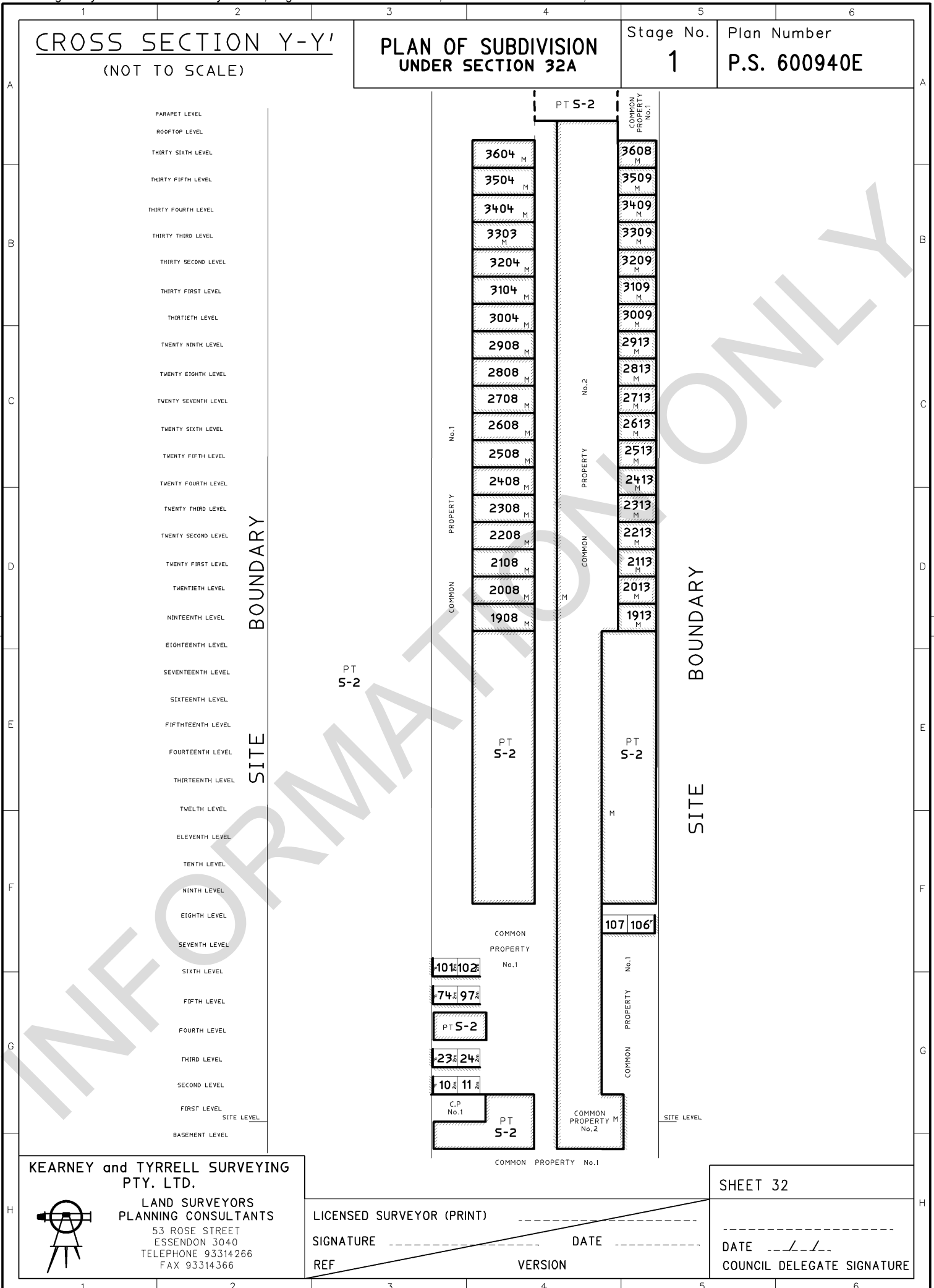
SHEET 30
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

SHEET 31
 DATE ___/___/___
 COUNCIL DELEGATE SIGNATURE _____



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF _____ VERSION _____

SHEET 32
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

Plan of Subdivision PS600940E

Certifying a New Version of an Existing Plan (Form 21)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S004237H

Plan Number: PS600940E

Council Name: Melbourne City Council

Council Reference Number 1: TP-2009-550

Council Reference Number 2: SA-2009-82

Surveyor's Plan Version: 9

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 14/09/2009

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Christopher Neil Blackwood

Organisation: Melbourne City Council

Date: 07/10/2009



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS600940E

The land in PS600940E is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 107, 1901 - 1913, 2001 - 2013, 2101 - 2113, 2201 - 2213, 2301 - 2313, 2401 - 2413, 2501 - 2513, 2601 - 2613, 2701 - 2713, 2801 - 2813, 2901 - 2913, 3001 - 3009, 3101 - 3109, 3201 - 3209, 3301 - 3309, 3401 - 3409, 3501 - 3509, 3601 - 3608, A, S2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BINKS & ASSOCIATES PTY. LTD. SUITE 2 390 CANTERBURY ROAD SURREY HILLS VIC 3127

AW431468E 16/01/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AG996855G 27/01/2010

Additional Owners Corporation Information:

OC005563B 10/10/2009

Notations:

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

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
Lot 1	5	5
Lot 2	5	5
Lot 3	5	5
Lot 4	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5	5	5
Lot 6	5	5
Lot 7	5	5
Lot 8	5	5
Lot 9	5	5
Lot 10	5	5
Lot 11	5	5
Lot 12	5	5
Lot 13	5	5
Lot 14	5	5
Lot 15	5	5
Lot 16	5	5
Lot 17	5	5
Lot 18	5	5
Lot 19	5	5
Lot 20	5	5
Lot 21	5	5
Lot 22	5	5
Lot 23	5	5
Lot 24	5	5
Lot 25	5	5
Lot 26	5	5
Lot 27	5	5
Lot 28	5	5
Lot 29	5	5
Lot 30	5	5
Lot 31	5	5
Lot 32	5	5
Lot 33	5	5





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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 34	5	5
Lot 35	5	5
Lot 36	5	5
Lot 37	5	5
Lot 38	5	5
Lot 39	5	5
Lot 40	5	5
Lot 41	5	5
Lot 42	5	5
Lot 43	5	5
Lot 44	5	5
Lot 45	5	5
Lot 46	5	5
Lot 47	5	5
Lot 48	5	5
Lot 49	5	5
Lot 50	5	5
Lot 51	5	5
Lot 52	5	5
Lot 53	5	5
Lot 54	5	5
Lot 55	5	5
Lot 56	5	5
Lot 57	5	5
Lot 58	5	5
Lot 59	5	5
Lot 60	5	5
Lot 61	5	5
Lot 62	5	5





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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 63	5	5
Lot 64	5	5
Lot 65	5	5
Lot 66	5	5
Lot 67	5	5
Lot 68	5	5
Lot 69	5	5
Lot 70	5	5
Lot 71	5	5
Lot 72	5	5
Lot 73	5	5
Lot 74	5	5
Lot 75	5	5
Lot 76	5	5
Lot 77	5	5
Lot 78	5	5
Lot 79	5	5
Lot 80	5	5
Lot 81	5	5
Lot 82	5	5
Lot 83	5	5
Lot 84	5	5
Lot 85	5	5
Lot 86	5	5
Lot 87	5	5
Lot 88	5	5
Lot 89	5	5
Lot 90	5	5
Lot 91	5	5





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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 92	5	5
Lot 93	5	5
Lot 94	5	5
Lot 95	5	5
Lot 96	5	5
Lot 97	5	5
Lot 98	5	5
Lot 99	5	5
Lot 100	5	5
Lot 101	5	5
Lot 102	5	5
Lot 103	5	5
Lot 104	5	5
Lot 105	5	5
Lot 106	5	5
Lot 107	5	5
Lot 1901	80	80
Lot 1902	60	60
Lot 1903	50	50
Lot 1904	50	50
Lot 1905	50	50
Lot 1906	60	60
Lot 1907	60	60
Lot 1908	50	50
Lot 1909	60	60
Lot 1910	50	50
Lot 1911	50	50
Lot 1912	50	50
Lot 1913	80	80





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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2001	80	80
Lot 2002	60	60
Lot 2003	50	50
Lot 2004	50	50
Lot 2005	50	50
Lot 2006	60	60
Lot 2007	60	60
Lot 2008	50	50
Lot 2009	60	60
Lot 2010	50	50
Lot 2011	50	50
Lot 2012	50	50
Lot 2013	80	80
Lot 2101	80	80
Lot 2102	60	60
Lot 2103	50	50
Lot 2104	50	50
Lot 2105	50	50
Lot 2106	60	60
Lot 2107	60	60
Lot 2108	50	50
Lot 2109	60	60
Lot 2110	50	50
Lot 2111	50	50
Lot 2112	50	50
Lot 2113	80	80
Lot 2201	80	80
Lot 2202	60	60
Lot 2203	50	50



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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2204	50	50
Lot 2205	50	50
Lot 2206	60	60
Lot 2207	60	60
Lot 2208	50	50
Lot 2209	60	60
Lot 2210	50	50
Lot 2211	50	50
Lot 2212	50	50
Lot 2213	80	80
Lot 2301	80	80
Lot 2302	60	60
Lot 2303	50	50
Lot 2304	50	50
Lot 2305	50	50
Lot 2306	60	60
Lot 2307	60	60
Lot 2308	50	50
Lot 2309	60	60
Lot 2310	50	50
Lot 2311	50	50
Lot 2312	50	50
Lot 2313	80	80
Lot 2401	80	80
Lot 2402	60	60
Lot 2403	50	50
Lot 2404	50	50
Lot 2405	50	50
Lot 2406	60	60



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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2407	60	60
Lot 2408	50	50
Lot 2409	60	60
Lot 2410	50	50
Lot 2411	50	50
Lot 2412	50	50
Lot 2413	80	80
Lot 2501	80	80
Lot 2502	60	60
Lot 2503	50	50
Lot 2504	50	50
Lot 2505	50	50
Lot 2506	60	60
Lot 2507	60	60
Lot 2508	50	50
Lot 2509	60	60
Lot 2510	50	50
Lot 2511	50	50
Lot 2512	50	50
Lot 2513	80	80
Lot 2601	80	80
Lot 2602	60	60
Lot 2603	50	50
Lot 2604	50	50
Lot 2605	50	50
Lot 2606	60	60
Lot 2607	60	60
Lot 2608	50	50
Lot 2609	60	60



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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2610	50	50
Lot 2611	50	50
Lot 2612	50	50
Lot 2613	80	80
Lot 2701	80	80
Lot 2702	60	60
Lot 2703	50	50
Lot 2704	50	50
Lot 2705	50	50
Lot 2706	60	60
Lot 2707	60	60
Lot 2708	50	50
Lot 2709	60	60
Lot 2710	50	50
Lot 2711	50	50
Lot 2712	50	50
Lot 2713	80	80
Lot 2801	80	80
Lot 2802	60	60
Lot 2803	50	50
Lot 2804	50	50
Lot 2805	50	50
Lot 2806	60	60
Lot 2807	60	60
Lot 2808	50	50
Lot 2809	60	60
Lot 2810	50	50
Lot 2811	50	50
Lot 2812	50	50



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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2813	80	80
Lot 2901	80	80
Lot 2902	60	60
Lot 2903	50	50
Lot 2904	50	50
Lot 2905	50	50
Lot 2906	60	60
Lot 2907	60	60
Lot 2908	50	50
Lot 2909	60	60
Lot 2910	50	50
Lot 2911	50	50
Lot 2912	50	50
Lot 2913	80	80
Lot 3001	150	150
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	60	60
Lot 3006	50	50
Lot 3007	50	50
Lot 3008	50	50
Lot 3009	80	80
Lot 3101	150	150
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	60	60
Lot 3106	50	50





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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3107	50	50
Lot 3108	50	50
Lot 3109	80	80
Lot 3201	150	150
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100
Lot 3205	60	60
Lot 3206	50	50
Lot 3207	50	50
Lot 3208	50	50
Lot 3209	80	80
Lot 3301	150	150
Lot 3302	60	60
Lot 3303	50	50
Lot 3304	50	50
Lot 3305	50	50
Lot 3306	60	60
Lot 3307	60	60
Lot 3308	50	50
Lot 3309	60	60
Lot 3401	150	150
Lot 3402	60	60
Lot 3403	50	50
Lot 3404	50	50
Lot 3405	50	50
Lot 3406	60	60
Lot 3407	60	60
Lot 3408	50	50



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**OWNERS CORPORATION 1
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3409	60	60
Lot 3501	150	150
Lot 3502	60	60
Lot 3503	50	50
Lot 3504	50	50
Lot 3505	50	50
Lot 3506	60	60
Lot 3507	60	60
Lot 3508	50	50
Lot 3509	60	60
Lot 3601	100	100
Lot 3602	60	60
Lot 3603	100	100
Lot 3604	70	70
Lot 3605	50	50
Lot 3606	60	60
Lot 3607	60	60
Lot 3608	50	50
Lot A	450	450
Lot S2	3470	3470
Total	17245.00	17245.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS600940E

The land in PS600940E is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1901 - 1913, 2001 - 2013, 2101 - 2113, 2201 - 2213, 2301 - 2313, 2401 - 2413, 2501 - 2513, 2601 - 2613, 2701 - 2713, 2801 - 2813, 2901 - 2913, 3001 - 3009, 3101 - 3109, 3201 - 3209, 3301 - 3309, 3401 - 3409, 3501 - 3509, 3601 - 3608.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

BINKS & ASSOCIATES PTY. LTD. SUITE 2 390 CANTERBURY ROAD SURREY HILLS VIC 3127

AW431468E 16/01/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AG997047K 27/01/2010

Additional Owners Corporation Information:

OC005564Y 10/10/2009

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by 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 1901	80	80
Lot 1902	60	60
Lot 1903	50	50
Lot 1904	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS600940E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1905	50	50
Lot 1906	60	60
Lot 1907	60	60
Lot 1908	50	50
Lot 1909	60	60
Lot 1910	50	50
Lot 1911	50	50
Lot 1912	50	50
Lot 1913	80	80
Lot 2001	80	80
Lot 2002	60	60
Lot 2003	50	50
Lot 2004	50	50
Lot 2005	50	50
Lot 2006	60	60
Lot 2007	60	60
Lot 2008	50	50
Lot 2009	60	60
Lot 2010	50	50
Lot 2011	50	50
Lot 2012	50	50
Lot 2013	80	80
Lot 2101	80	80
Lot 2102	60	60
Lot 2103	50	50
Lot 2104	50	50
Lot 2105	50	50
Lot 2106	60	60
Lot 2107	60	60



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 2
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2108	50	50
Lot 2109	60	60
Lot 2110	50	50
Lot 2111	50	50
Lot 2112	50	50
Lot 2113	80	80
Lot 2201	80	80
Lot 2202	60	60
Lot 2203	50	50
Lot 2204	50	50
Lot 2205	50	50
Lot 2206	60	60
Lot 2207	60	60
Lot 2208	50	50
Lot 2209	60	60
Lot 2210	50	50
Lot 2211	50	50
Lot 2212	50	50
Lot 2213	80	80
Lot 2301	80	80
Lot 2302	60	60
Lot 2303	50	50
Lot 2304	50	50
Lot 2305	50	50
Lot 2306	60	60
Lot 2307	60	60
Lot 2308	50	50
Lot 2309	60	60
Lot 2310	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2024 03:03:48 PM

OWNERS CORPORATION 2
PLAN NO. PS600940E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2311	50	50
Lot 2312	50	50
Lot 2313	80	80
Lot 2401	80	80
Lot 2402	60	60
Lot 2403	50	50
Lot 2404	50	50
Lot 2405	50	50
Lot 2406	60	60
Lot 2407	60	60
Lot 2408	50	50
Lot 2409	60	60
Lot 2410	50	50
Lot 2411	50	50
Lot 2412	50	50
Lot 2413	80	80
Lot 2501	80	80
Lot 2502	60	60
Lot 2503	50	50
Lot 2504	50	50
Lot 2505	50	50
Lot 2506	60	60
Lot 2507	60	60
Lot 2508	50	50
Lot 2509	60	60
Lot 2510	50	50
Lot 2511	50	50
Lot 2512	50	50
Lot 2513	80	80



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2024 03:03:48 PM

**OWNERS CORPORATION 2
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2601	80	80
Lot 2602	60	60
Lot 2603	50	50
Lot 2604	50	50
Lot 2605	50	50
Lot 2606	60	60
Lot 2607	60	60
Lot 2608	50	50
Lot 2609	60	60
Lot 2610	50	50
Lot 2611	50	50
Lot 2612	50	50
Lot 2613	80	80
Lot 2701	80	80
Lot 2702	60	60
Lot 2703	50	50
Lot 2704	50	50
Lot 2705	50	50
Lot 2706	60	60
Lot 2707	60	60
Lot 2708	50	50
Lot 2709	60	60
Lot 2710	50	50
Lot 2711	50	50
Lot 2712	50	50
Lot 2713	80	80
Lot 2801	80	80
Lot 2802	60	60
Lot 2803	50	50





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2024 03:03:48 PM

OWNERS CORPORATION 2
PLAN NO. PS600940E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2804	50	50
Lot 2805	50	50
Lot 2806	60	60
Lot 2807	60	60
Lot 2808	50	50
Lot 2809	60	60
Lot 2810	50	50
Lot 2811	50	50
Lot 2812	50	50
Lot 2813	80	80
Lot 2901	80	80
Lot 2902	60	60
Lot 2903	50	50
Lot 2904	50	50
Lot 2905	50	50
Lot 2906	60	60
Lot 2907	60	60
Lot 2908	50	50
Lot 2909	60	60
Lot 2910	50	50
Lot 2911	50	50
Lot 2912	50	50
Lot 2913	80	80
Lot 3001	150	150
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	60	60
Lot 3006	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 2
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3007	50	50
Lot 3008	50	50
Lot 3009	80	80
Lot 3101	150	150
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	60	60
Lot 3106	50	50
Lot 3107	50	50
Lot 3108	50	50
Lot 3109	80	80
Lot 3201	150	150
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100
Lot 3205	60	60
Lot 3206	50	50
Lot 3207	50	50
Lot 3208	50	50
Lot 3209	80	80
Lot 3301	150	150
Lot 3302	60	60
Lot 3303	50	50
Lot 3304	50	50
Lot 3305	50	50
Lot 3306	60	60
Lot 3307	60	60
Lot 3308	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2024 03:03:48 PM

**OWNERS CORPORATION 2
PLAN NO. PS600940E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3309	60	60
Lot 3401	150	150
Lot 3402	60	60
Lot 3403	50	50
Lot 3404	50	50
Lot 3405	50	50
Lot 3406	60	60
Lot 3407	60	60
Lot 3408	50	50
Lot 3409	60	60
Lot 3501	150	150
Lot 3502	60	60
Lot 3503	50	50
Lot 3504	50	50
Lot 3505	50	50
Lot 3506	60	60
Lot 3507	60	60
Lot 3508	50	50
Lot 3509	60	60
Lot 3601	100	100
Lot 3602	60	60
Lot 3603	100	100
Lot 3604	70	70
Lot 3605	50	50
Lot 3606	60	60
Lot 3607	60	60
Lot 3608	50	50
Total	12790.00	12790.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2024 03:03:48 PM

**OWNERS CORPORATION 2
PLAN NO. PS600940E**

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.

INFORMATION ONLY

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: 205161
DATE OF ISSUE: 21-Mar-2024
YEAR ENDING: 30-Jun-2024

- 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 2812, 288 Spencer Street, MELBOURNE VIC 3000 & Carspace 92, 288 Spencer Street, MELBOURNE VIC 3000

Legal Description: Lot 2812 PS600940E CT-11163/412 & Lot 92 PS600940E CT-11163/268

Valuation Date: 01-Jul-2023

Assessment No: 95026 1

Net Annual Value: 11,750 Capital Improved Value: 235,000 Site Value: 55,000

Owner recorded by Council: Mr David Lewis Smith

RATES AND CHARGES
for the period 01/07/2023 to 30/06/2024

	Balance Owing
General Rates	\$ 444.76
Fire Services Levy	\$ 135.81
Waste Services	\$ 160.00
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -740.57
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



Billers code: 79616
Ref: 10950261

**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 270 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 72196817-028-3:212839

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



**Greater
Western
Water**

PAID



550790-001 001755(3703) R
MR D LEWIS SMITH
FRANKSTON VIC 3199

My account number is

1251 9701 7135

Service Address 2812/288 Spencer Street
Melbourne

Issue Date 13 Jun 2023

Water Faults & Emergencies (24 hours) 13 44 99

Enquiries & Support
(8.30am-5.00pm Mon-Fri)
Credit Card Payments &
Balances (24 hours) 13 44 99

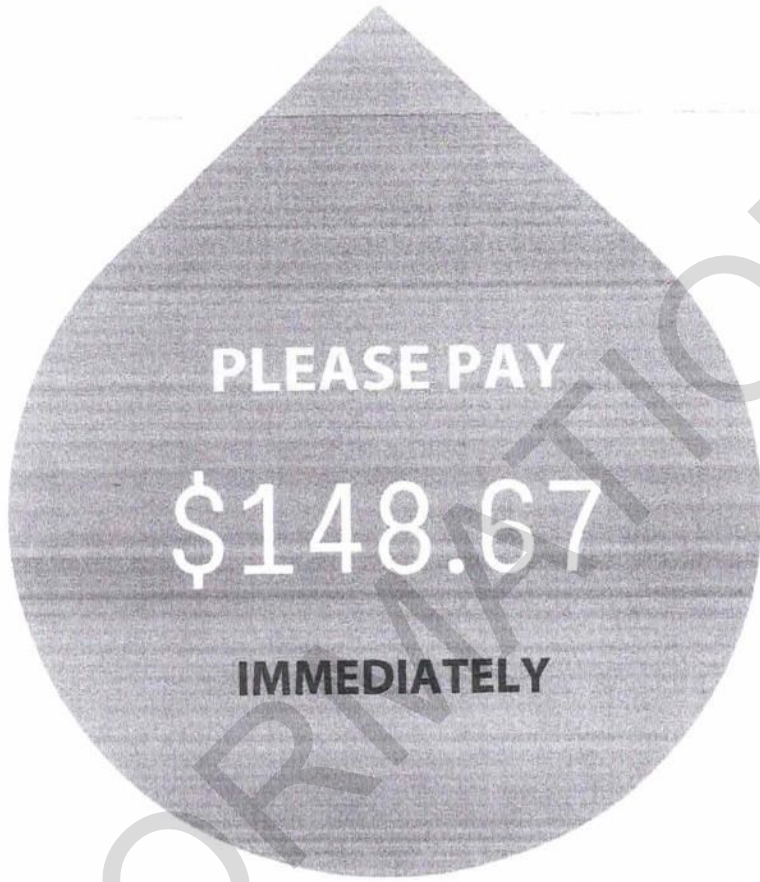
Interpreter Service (03) 9313 8989

General Mail Locked Bag 350 Sunshine Vic 3020

Greater Western Water

ABN 70 066 902 467

gww.com.au



Friendly reminder

OVERDUE AMOUNT \$148.67

WAS NOT PAID BY 6 Jun 2023

PLEASE PAY Immediately

If payment was made during the past few days,
please disregard this message. Allow 48 hours for
payment processing.

Important Information

We know that sometimes it's easy to miss a bill payment. We offer a range of payment options, such as Direct Debit, which help you to stay on top of your water bill. For more information visit gww.com.au

If you are experiencing genuine financial difficulties that prevent you from paying your bills on time, we understand and we're here to help. For more information visit gww.com.au

Alternatively, call **13 44 99** to speak in confidence with our friendly and compassionate team to discuss how we can support you.

How to pay

Please see over.

Property Clearance Certificate

Land Tax



INFOTRACK / LANGWARRIN CONVEYANCING SERVICES

Your Reference: 15882
Certificate No: 73413240
Issue Date: 20 MAR 2024
Enquiries: TVD0

Land Address: UNIT 92, 288 SPENCER STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: DAVID SMITH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$235,000
SITE VALUE:	\$55,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 73413240

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$500.00

Taxable Value = \$55,000

Calculated as \$500 plus (\$55,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 73413240

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: 73413240

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 73413240

Land Address: UNIT 92, 288 SPENCER STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37575931	92	600940	11163	268	\$0.00
			11163	412	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DAVID LEWIS SMITH	2024	\$5,000	\$0.00	\$0.00	\$0.00

Comments:

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 37575931 \$0.00

Land Address: UNIT 92, 288 SPENCER STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37577373	92	600940	11163	268	\$0.00
			11163	412	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DAVID LEWIS SMITH	2024	\$50,000	\$0.00	\$0.00	\$0.00

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 37577373 \$0.00

Total: \$0.00

INFORMATION ONLY

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LANGWARRIN CONVEYANCING SERVICES

Your Reference:	15882
Certificate No:	73413240
Issue Date:	20 MAR 2024

Land Address: UNIT 92, 288 SPENCER STREET MELBOURNE VIC 3000

Lot	Plan	Volume	Folio
92	600940	11163	268
		11163	412

Vendor: DAVID SMITH
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 73413240

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 73413247

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: 73413247

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Langwarrin Conveyancing Services C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 396319

NO PROPOSALS. As at the 18th March 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 2812 & Acc 92 288 SPENCER STREET, MELBOURNE 3000
CITY OF MELBOURNE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 18th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation (No. 1) Plan No. 600940
284-288 Spencer Street, MELBOURNE

This certificate is issued for Lot 2812 in Owners Corporation (No. 1) Plan No. 600940 the postal address of which is 2812 / 284-288 Spencer Street, MELBOURNE, 3000.

Applicant for the certificate is: Langwarrin Conveyancing Services.

Address for delivery of certificate: PO Box 4011, LANGWARRIN VIC 3910.

Date that the application was received: 06/03/2024

The information in this certificate is issued on 21/03/2024.

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

1. The current Administration Fund fees for the above lot are \$294.58 per quarter and the current Maintenance Fund fees are \$52.33 per quarter.
2. The fees are paid up until 31/03/2023 in part.
3. The unpaid fees now total \$1,631.88.
4. The following special fees or levies have been struck and are payable on the dates indicated below:

\$192.50 Fobs (2) - Lot 2812, struck 16/11/2023, due 18/12/2023.
5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above -

Non-compliant cladding

This property comprises of two Owners Corporations. Owners Corporation 1 includes all lots (carpark lots, commercial lots, residential lots and the associated common property) and Owners Corporation 2 includes the residential lots and associated common property.

The Owners Corporation was served with a Building Order, to remove the non-compliant cladding on the property completely or to an extent that meets the requirements of the Building Code of Australia. Advice obtained by the OC suggests that the cladding is partially located in common property 1 and partially in the private property of the commercial and residential lots.

The property was selected by the State Government agency, Cladding Safety Victoria (CSV), to be a beneficiary of funding to replace the cladding to the residential component of the building only (including funding for the building surveyor, architect and project manager), with the Hotel Operator required to cover the cost of replacing its own cladding. A contract for the works was entered into with Building Engineering Pty Ltd and **all works have been completed.**

The funding agreement with CSV was subject to a number of conditions, including:

- The OC and the lot owners were required to bring legal action against the builder, LU Simon, and concurrent wrong-doers for their role in the installation of the non-compliant cladding. Since 2019 the OC has been pursuing the claim and recently, the claim was subrogated by the State of Victoria. The OC had made additional claims against LU Simon and ors which were recently settled.

The matter is now largely finalised, with the OC likely to seek some contribution of its legal (and otherwise) costs in bringing the legal action from the State of Victoria.

Maintenance Plan / Maintenance Fund

There are several major maintenance items at the property, such as access control works and smoke alarm replacement works that involve considerable expense. If the funds held in the Maintenance Fund are found to be insufficient then levies may be required to cover any shortfall. Decisions are yet to be made in this respect.

In addition to the above proposal(s) and/or quotation(s) and/or contract(s), and/or any works currently being undertaken by the Owners Corporation, further costs may be incurred and/or levies may be raised if further expenses arise, the scope-of-works is changed and alternative quotations are obtained at a later date or as the Owners Corporation may decide.

6. The Owners Corporation presently has the following insurance cover

Company	CHU Underwriting Agencies
Policy No.	CS0006095192
Kind of Policy	Commercial
Buildings	114,742,824
Public Liability	20,000,000
Buildings covered	All
Renewal date	09/10/2024

7. Owners Corporation No.1. is required to arrange insurance cover under section 63 of the Act.

8. The Owners Corporation as at 31/12/2023 held a surplus in funds in the order of \$515,700.00 being a surplus in the General Fund in the order of \$222,600.00 and a surplus in the Maintenance Fund in the order of \$293,100.00.

9. The Owners Corporation has not any liabilities not otherwise shown in other parts of this certificate.

10. The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property except:

- CitiPower Lease Agreement
- Balcony Projection Lease Agreement
- Melbourne City Council Parking Agreement.

11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except:

See item 5 above regarding non-compliant cladding.

A copy of the original order is available upon request.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings, except:
 - to recover the debts of members in arrears should significant arrears arise, and
 - see item 5 above regarding non-compliant cladding.
14. The Owners Corporation has appointed, or has resolved to appoint a manager as follows -

Binks & Associates
PO Box 67
SURREY HILLS VIC 3127
15. No proposal has been made for the appointment of an administrator.
16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.
17. The rules of the Owners Corporation are the Additional Rules in addition to the Model Rules, which are both attached.

Attachments: OC Seal
Minutes: 09/03/2023 (M10161798)
Additional rules OC 1
Model Rules OC Regulations 2018
OC Regs 2018, Statement of Advice for Prospective Purchasers

The common seal of the Owners Corporation was affixed and witnessed by the authorised representative of the registered manager Binks & Associates Pty Ltd in accordance with Section 21(2A)(a) of the Owners Corporation Act 2006 (as amended).



A. M. [Signature]
Signature

ANGIE MERCIÉCA
Name

21/03/2024
Date

INFORMATION ONLY

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION (NO. 1) PLAN NO. 600940 (284-288 Spencer Street, MELBOURNE)** HELD ATLANTIS HOTEL, LEVEL 4, 300 SPENCER STREET, MELBOURNE, ON THURSDAY, 9TH MARCH, 2023 AT 5.30 PM (concurrently with the AGM for OC 2)

PRESENT: Mr D Segman representing Avon Grange Pty Ltd (lots 1-58, 106, 107, S2 and lot A)
Mr B Calfapietra (lots 67 and 3102)
Mr M Burgess (lot 1904)
Ms C Wu (lots 62 & 2001)
Mr D Todd (lot 2012)
Ms H Song (lot 2111)
Mr L Button (lot 2210)
Mr D Knight (lot 2512)
Ms S Ostermann (lot 2906)
Mr B & Mrs S Ryan (lots 91 & 3001)
Mr B Devanny (lot 3008)
Mrs N Donoghue (lot 3107)
Ms R Gunther (lot 3404)
Mr T Seymour (lot 3409)
Ms Anita Beckman (representing Anita Beckman Pty Ltd, lot 3605), accompanied by Mr G Swift.
Ms N Brukarz (as proxy for lots 94, 2108, 2203, 2204, 2205, 2209, 2213, 2701, 3209 & 3405).

In attendance Ben Commerford & Sharon Howard representing Binks & Associates Pty Ltd, manager of the Owners Corporation.

PROXIES: Avon Grange Pty Ltd (lots 1-58, 106, 107 and lot A) appointed Mr D Segman as its proxy. Avon Grange Pty Ltd (lot S2) appointed Mr A Segman to represent it on the committee.

N Brkljaca & M Hamind Wahab (lot 2610), Mr D Carroll (lots 90 & 2902) & U Reddy (lots 2004, 2604 & 2612), Mr S Kim (lots 63 & 3009) appointed as Ms Ruth Gunther as their proxy.

Nay Myo Bo (lot 2108), Mr D & Mrs M Grunfeld (lot 2203), Ms F Perahia (lots 2204 & 2205), Mr A Brukarz (lot 2209), H Kum (lot 2213), Mr A Mattaliano (lot 2701), Ms Fiona Powell (lots 94 & 3209) & Kyando P/L & Narp Investments P/L (lot 3405) appointed as Ms Nurit Burkarz as their proxy.

Ms S Banfield (lot 2505) & Mr Stephen Bolt (Lot 2913) & appointed Mr Ben Commerford as their proxy.

Mr William Donoghue (lot 3107) appointed Mrs Nelly Donghue as his proxy.

QUORUM: Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.

VOTING: All lots represented were financial and entitled to vote on all resolutions.

CHAIRPERSON: Resolved that Ben Commerford be appointed to chair the meeting.

MINUTES: Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting, with one change:

i) Under "PRESENT" - Mr B Calfapietra (lots 67 and 3102).

INTERIM RESOLUTIONS: Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.

FINANCES: Resolved to receive and adopt the audited Statements of Financial Performance and the Statements of Financial Position for the year ended 31/12/2021 & 31/12/2022.

The Owners Corporation held members' funds of \$510,542.84 as at 31/12/2021, comprised of \$125,346.17 in the General Fund and \$385,196.67 in the Maintenance Fund. It was noted that the Maintenance Plan called for \$185,874.89 to be available as at 31/12/2021.

The Owners Corporation held members' funds of \$485,175.69 as at 31/12/2022, comprised of \$228,799.63 in the General Fund and \$256,376.06 in the Maintenance Fund. It was noted that the Maintenance Plan called for \$174,399.55 to be available as at 31/12/2022.

COMMITTEE:

Resolved that the following eight members be elected to serve as committee until a new committee is elected:

Mr Button (lot 2210), Ms Brukarz (lot 2209), Mr Calfapietra (lot 3102), Mrs Donghue (lot 3107), Ms Gunther (lot 3404), Ms Beckman (lot 3605), Mr D Segman (lot A) & Mr A Segman (lot S2).

Under the Owners Corporations Act 2006, committee members must elect a chairperson and a secretary. It was noted that these positions will be filled at committee's first meeting.

A vote of thanks was put forward to the outgoing Chairperson, Mr Lance Button, for all of the hard work completed, particularly in relation to the replacement of the cladding.

INSURANCES:

Resolved that the present covers of \$109,278,880 for buildings, \$1,092,789 for common contents, \$20,000,000 for public liability, \$1,000,000 for office bearers' liability, \$16,391,832 for catastrophe cover and \$500,000 for machinery breakdown appear adequate for the risk factors of the development.

Resolved that committee will consider updating the valuation in line with the requirements of the legislation.

It was resolved that the OC obtain proposal(s) at renewal based on indexed covers in between insurance valuations.

The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members.

The Owners Corporation's insurances do not cover contents (some examples of which include, carpets, floating timber floors, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

ADMINISTRATION FUND:

Resolved to adopt a decreased annual fund of \$406,400.00 to service estimated expenses for the year ending 31/12/2023 (refer to table below), and for the period to follow, until a new annual fund is adopted.

Insurances	170,000.00
Public light & power	30,000.00
Management fees	21,000.00
Waste disposal	66,000.00
Essential services	35,000.00
Waste chute (service, unblock, sanitise, odour control)	15,000.00
Professional fees (audit, tax return, BAS)	3,300.00
Water usage	1,100.00
Repairs, Replacements & General Expenses	65,000.00
Total budget	\$406,400.00

Resolved that contributions to this fund will decrease to \$23.57 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

Lot	Charge	Lot	Charge	Lot	Charge
1	29.45	106	29.45	2613	471.35
2	29.45	107	29.45	2701	471.35
3	29.45	1901	471.35	2702	353.50
4	29.45	1902	353.50	2703	294.60
5	29.45	1903	294.60	2704	294.60
6	29.45	1904	294.60	2705	294.60
7	29.45	1905	294.60	2706	353.50
8	29.45	1906	353.50	2707	353.50
9	29.45	1907	353.50	2708	294.60
10	29.45	1908	294.60	2709	353.50
11	29.45	1909	353.50	2710	294.60
12	29.45	1910	294.60	2711	294.60
13	29.45	1911	294.60	2712	294.60
14	29.45	1912	294.60	2713	471.35
15	29.45	1913	471.35	2801	471.35
16	29.45	2001	471.35	2802	353.50
17	29.45	2002	353.50	2803	294.60
18	29.45	2003	294.60	2804	294.60
19	29.45	2004	294.60	2805	294.60
20	29.45	2005	294.60	2806	353.50
21	29.45	2006	353.50	2807	353.50
22	29.45	2007	353.50	2808	294.60
23	29.45	2008	294.60	2809	353.50
24	29.45	2009	353.50	2810	294.60
25	29.45	2010	294.60	2811	294.60
26	29.45	2011	294.60	2812	294.60
27	29.45	2012	294.60	2813	471.35
28	29.45	2013	471.35	2901	471.35
29	29.45	2101	471.35	2902	353.50
30	29.45	2102	353.50	2903	294.60
31	29.45	2103	294.60	2904	294.60
32	29.45	2104	294.60	2905	294.60
33	29.45	2105	294.60	2906	353.50
34	29.45	2106	353.50	2907	353.50
35	29.45	2107	353.50	2908	294.60
36	29.45	2108	294.60	2909	353.50
37	29.45	2109	353.50	2910	294.60
38	29.45	2110	294.60	2911	294.60
39	29.45	2111	294.60	2912	294.60
40	29.45	2112	294.60	2913	471.35
41	29.45	2113	471.35	3001	883.75
42	29.45	2201	471.35	3002	589.15
43	29.45	2202	353.50	3003	589.15
44	29.45	2203	294.60	3004	589.15
45	29.45	2204	294.60	3005	353.50
46	29.45	2205	294.60	3006	294.60
47	29.45	2206	353.50	3007	294.60
48	29.45	2207	353.50	3008	294.60
49	29.45	2208	294.60	3009	471.35
50	29.45	2209	353.50	3101	883.75
51	29.45	2210	294.60	3102	589.15
52	29.45	2211	294.60	3103	589.15
53	29.45	2212	294.60	3104	589.15
54	29.45	2213	471.35	3105	353.50
55	29.45	2301	471.35	3106	294.60
56	29.45	2302	353.50	3107	294.60
57	29.45	2303	294.60	3108	294.60
58	29.45	2304	294.60	3109	471.35
59	29.45	2305	294.60	3201	883.75
60	29.45	2306	353.50	3202	589.15

Lot	Charge	Lot	Charge	Lot	Charge
61	29.45	2307	353.50	3203	589.15
62	29.45	2308	294.60	3204	589.15
63	29.45	2309	353.50	3205	353.50
64	29.45	2310	294.60	3206	294.60
65	29.45	2311	294.60	3207	294.60
66	29.45	2312	294.60	3208	294.60
67	29.45	2313	471.35	3209	471.35
68	29.45	2401	471.35	3301	883.75
69	29.45	2402	353.50	3302	353.50
70	29.45	2403	294.60	3303	294.60
71	29.45	2404	294.60	3304	294.60
72	29.45	2405	294.60	3305	294.60
73	29.45	2406	353.50	3306	353.50
74	29.45	2407	353.50	3307	353.50
75	29.45	2408	294.60	3308	294.60
76	29.45	2409	353.50	3309	353.50
77	29.45	2410	294.60	3401	883.75
78	29.45	2411	294.60	3402	353.50
79	29.45	2412	294.60	3403	294.60
80	29.45	2413	471.35	3404	294.60
81	29.45	2501	471.35	3405	294.60
82	29.45	2502	353.50	3406	353.50
83	29.45	2503	294.60	3407	353.50
84	29.45	2504	294.60	3408	294.60
85	29.45	2505	294.60	3409	353.50
86	29.45	2506	353.50	3501	883.75
87	29.45	2507	353.50	3502	353.50
88	29.45	2508	294.60	3503	294.60
89	29.45	2509	353.50	3504	294.60
90	29.45	2510	294.60	3505	294.60
91	29.45	2511	294.60	3506	353.50
92	29.45	2512	294.60	3507	353.50
93	29.45	2513	471.35	3508	294.60
94	29.45	2601	471.35	3509	353.50
95	29.45	2602	353.50	3601	589.15
96	29.45	2603	294.60	3602	353.50
97	29.45	2604	294.60	3603	589.15
98	29.45	2605	294.60	3604	412.40
99	29.45	2606	353.50	3605	294.60
100	29.45	2607	353.50	3606	353.50
101	29.45	2608	294.60	3607	353.50
102	29.45	2609	353.50	3608	294.60
103	29.45	2610	294.60	A	2651.20
104	29.45	2611	294.60	S2	20443.70
105	29.45	2612	294.60		

MAINTENANCE
FUND:

Resolved to establish a fund of \$70,848.87 for the year ending 31/12/2023 to service projected Maintenance Fund expenses.

Lot	Charge	Lot	Charge	Lot	Charge
1	5.15	106	5.15	2613	82.15
2	5.15	107	5.15	2701	82.15
3	5.15	1901	82.15	2702	61.65
4	5.15	1902	61.65	2703	51.35
5	5.15	1903	51.35	2704	51.35
6	5.15	1904	51.35	2705	51.35
7	5.15	1905	51.35	2706	61.65
8	5.15	1906	61.65	2707	61.65
9	5.15	1907	61.65	2708	51.35
10	5.15	1908	51.35	2709	61.65
11	5.15	1909	61.65	2710	51.35
12	5.15	1910	51.35	2711	51.35
13	5.15	1911	51.35	2712	51.35
14	5.15	1912	51.35	2713	82.15
15	5.15	1913	82.15	2801	82.15
16	5.15	2001	82.15	2802	61.65
17	5.15	2002	61.65	2803	51.35
18	5.15	2003	51.35	2804	51.35
19	5.15	2004	51.35	2805	51.35
20	5.15	2005	51.35	2806	61.65
21	5.15	2006	61.65	2807	61.65
22	5.15	2007	61.65	2808	51.35
23	5.15	2008	51.35	2809	61.65
24	5.15	2009	61.65	2810	51.35
25	5.15	2010	51.35	2811	51.35
26	5.15	2011	51.35	2812	51.35
27	5.15	2012	51.35	2813	82.15
28	5.15	2013	82.15	2901	82.15
29	5.15	2101	82.15	2902	61.65
30	5.15	2102	61.65	2903	51.35
31	5.15	2103	51.35	2904	51.35
32	5.15	2104	51.35	2905	51.35
33	5.15	2105	51.35	2906	61.65
34	5.15	2106	61.65	2907	61.65
35	5.15	2107	61.65	2908	51.35
36	5.15	2108	51.35	2909	61.65
37	5.15	2109	61.65	2910	51.35
38	5.15	2110	51.35	2911	51.35
39	5.15	2111	51.35	2912	51.35
40	5.15	2112	51.35	2913	82.15
41	5.15	2113	82.15	3001	154.05
42	5.15	2201	82.15	3002	102.70
43	5.15	2202	61.65	3003	102.70
44	5.15	2203	51.35	3004	102.70
45	5.15	2204	51.35	3005	61.65
46	5.15	2205	51.35	3006	51.35
47	5.15	2206	61.65	3007	51.35
48	5.15	2207	61.65	3008	51.35
49	5.15	2208	51.35	3009	82.15
50	5.15	2209	61.65	3101	154.05
51	5.15	2210	51.35	3102	102.70
52	5.15	2211	51.35	3103	102.70
53	5.15	2212	51.35	3104	102.70
54	5.15	2213	82.15	3105	61.65
55	5.15	2301	82.15	3106	51.35
56	5.15	2302	61.65	3107	51.35
57	5.15	2303	51.35	3108	51.35
58	5.15	2304	51.35	3109	82.15
59	5.15	2305	51.35	3201	154.05
60	5.15	2306	61.65	3202	102.70

Lot	Charge	Lot	Charge	Lot	Charge
61	5.15	2307	61.65	3203	102.70
62	5.15	2308	51.35	3204	102.70
63	5.15	2309	61.65	3205	61.65
64	5.15	2310	51.35	3206	51.35
65	5.15	2311	51.35	3207	51.35
66	5.15	2312	51.35	3208	51.35
67	5.15	2313	82.15	3209	82.15
68	5.15	2401	82.15	3301	154.05
69	5.15	2402	61.65	3302	61.65
70	5.15	2403	51.35	3303	51.35
71	5.15	2404	51.35	3304	51.35
72	5.15	2405	51.35	3305	51.35
73	5.15	2406	61.65	3306	61.65
74	5.15	2407	61.65	3307	61.65
75	5.15	2408	51.35	3308	51.35
76	5.15	2409	61.65	3309	61.65
77	5.15	2410	51.35	3401	154.05
78	5.15	2411	51.35	3402	61.65
79	5.15	2412	51.35	3403	51.35
80	5.15	2413	82.15	3404	51.35
81	5.15	2501	82.15	3405	51.35
82	5.15	2502	61.65	3406	61.65
83	5.15	2503	51.35	3407	61.65
84	5.15	2504	51.35	3408	51.35
85	5.15	2505	51.35	3409	61.65
86	5.15	2506	61.65	3501	154.05
87	5.15	2507	61.65	3502	61.65
88	5.15	2508	51.35	3503	51.35
89	5.15	2509	61.65	3504	51.35
90	5.15	2510	51.35	3505	51.35
91	5.15	2511	51.35	3506	61.65
92	5.15	2512	51.35	3507	61.65
93	5.15	2513	82.15	3508	51.35
94	5.15	2601	82.15	3509	61.65
95	5.15	2602	61.65	3601	102.70
96	5.15	2603	51.35	3602	61.65
97	5.15	2604	51.35	3603	102.70
98	5.15	2605	51.35	3604	71.90
99	5.15	2606	61.65	3605	51.35
100	5.15	2607	61.65	3606	61.65
101	5.15	2608	51.35	3607	61.65
102	5.15	2609	61.65	3608	51.35
103	5.15	2610	51.35	A	462.20
104	5.15	2611	51.35	S2	3564.00
105	5.15	2612	51.35		

REPORTS:

Maintenance plan

The Owners Corporation has a maintenance plan as defined under the Owners Corporations Act 2006. The maintenance plan was prepared by Roscon in September 2017. The costs incurred by the OC in the Maintenance Fund are listed in the financial statements for the Owners Corporation.

Valuation of buildings

A copy of the last valuation (dated 13/11/19) had been sent to committee members.

Committee's report

Mr Button provided a verbal report on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes. A report from the Chairperson will be sent to all lot owners in due course.

Manager's report

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2022. A detailed Manager's report will be sent to the lot owners shortly.

Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for \$5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution

No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

ESSENTIAL SERVICES:

Essential building services and safety

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Owners of non-residential (occupiable) lots are reminded that it is their responsibility to ensure that all essential services located within their lot (including smoke alarms; fire extinguishers; hydrants and hose reels; fire doors; emergency lighting; exit signs and exit doors; smoke doors and smoke vents; paths of travel to exits; penetrations in fire-rated structures and any other fire safety matter which is required by the Act or regulations and the relevant building surveyor designates on the occupancy permit or otherwise determines in writing) are maintained as required.

Smoke (fire) detectors

Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Public lighting

Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

MAINTENANCE:

Caretaking

It was noted that the caretaking service at the property is provided by Atlantis Hotel and a scope of works will be provided to the committee in due course.

Waste collection costs

It was noted that waste collection had increased drastically and that the manager had obtained two alternative quotes (and one after the meeting), all of which are more expensive than the current costs. Resolved that the manager will liaise with the current contractor and ask for a more competitive rate, perhaps over a longer term contract, or other suitable arrangement.

Additional fees

The provision of service in relation to cladding works (and associated legal works) and non-routine items is not part of our duties for which we receive a fixed fee under the Contract of Appointment. We will apply hourly charges for all our work in relation to such matters. Unless specific additional requests are made by the Owners Corporation, no site visits will be made and the tasks undertaken by us will be limited to the correspondence, obtaining quotations, raising levies and payment of accounts under the instructions of the Owners Corporation.

GENERAL BUSINESS:

Costs incurred by the Owners Corporation

The Owners Corporation previously resolved that all costs incurred by the Owners Corporation in connection with a breach of the Owners Corporations Act 2006 by a lot or service required by a lot are to be passed on to the relevant lot. Should the matter go to VCAT the Owners Corporation will seek to recover such costs as provided by the Act, or as damages.

Interest

The meeting noted that interest CAN be charged on any overdue amount payable by a lot owner to the owners corporation under the Owners Corporations Act 2006. Resolved that interest is to be charged to lots with arrears as determined by the committee or manager, at the maximum available rate.

Debt recovery

It was noted that there are a number of lot owners in arrears and it was resolved that the OC will forthwith pursue lot owners in arrears more vigorously.

Cladding update / legal case

Resolved that the legal update provided by Hall & Wilcox be sent to all lot owners.

Further resolved that the rationale used by CSV to determine how the replacement of one section of a fin in the common property would not be covered by CSV, will be provided to lot owners in due course.

CCTV

Resolved that the Manager will provide the policy on the security footage for committee to review.

AGM

It was resolved that moving forward the AGM will be held in March of every year. It was noted that members present were critical of the AGM being held late and the manager acknowledged its role in the delay.

Frequency of communication with lot owners

It was noted that the lot owners present will prefer to receive updates on a more frequent basis from the Owners Corporation and committee agreed to do this.

There being no further business the meeting closed at 7.15pm.

.....
Chairperson

Definitions:

The word "resolved" means either agreement without dissent or agreement by a majority of votes.

The word "Act" means the Owners Corporations Act 2006 (as amended).

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporations
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: **HOLDING REDLICH**

Name: **LISA CODY**

Phone: **(03) 9321 9871**

Address: **350 WILLIAM ST, MELBOURNE 3000**

Reference: **26 07 0098**

Customer Code: **980J**

Owners Corporation Number **1** Plan number **PS600940E**

Supplied with this notification is:

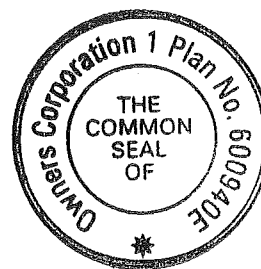
1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 23 October 2009 Under Section 138 of the Owners Corporations Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: Holding Redlich 23 October 2009

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

Holding Redlich

Executed by Owners Corporation No PS600940E by affixing the common seal in accordance with section 21 of the Owners Corporations Act 2006 in the presence of Danny Sohar Segman as director of Avon Grange Pty Ltd ACN 052 923 207, the sole owner of all lots on plan of subdivision PS600940E



Witness [Signature]

Full name DANNY SEGMAN

Address 300 SPENCER ST

Melb 3000

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

OWNERS CORPORATION NO. 1 PLAN OF SUBDIVISION PS600940E

ADDITIONAL RULES OF THE OWNERS CORPORATION

Notes

- These rules are made by Owners Corporation No. 1 Plan No. PS600940E for Atlantis and will apply to all members of Owners Corporation No. 1.
- Any rules in the model rules set out in Schedule 2 *Owners Corporations Regulations 2007 (Vic) (Model Rules)* that are not covered by these rules will also apply to the Owners Corporation.
- These rules must be read in conjunction with the *Owners Corporations Regulations 2007 (Vic)* or such other regulations made from time to time under the *Owners Corporations Act 2006 (Vic)* or the *Subdivision Act 1998 (Vic)* which provide for the general duties of members, meetings and administration of the owners corporations, insurance and other matters.
- It is each member's legal responsibility to inform any occupier of his or her lot of the Model Rules and these rules.
- At any and all places in these rules where it refers to the Owners Corporations, it may also mean a committee of the management of the Owners Corporation or an Owners Corporation Manager that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules of the Owners Corporation.

1. Interpretations/Definitions

In these rules, unless the context clearly indicates otherwise:

Act means the *Owners Corporations Act 2006 (Vic)*;

Avon Grange means Avon Grange Pty Ltd ACN 052 923 207, the developer of the Development;

Balcony Projection Lots means lots 1901 – 1906, 2001 – 2006, 2101 – 2106, 2201 – 2206, 2301 – 2306, 2401 – 2406, 2501 – 2506, 2701 – 2706, 2801 – 2806, 2901 – 2906, 3001 – 3003, 3101 – 3103, 2201 – 3203, 3301 – 3303, 3401 – 3403, 3501 – 3503, and 3601 – 3603 inclusive on the Plan of Subdivision.

Building means all and any buildings, structures or improvements comprised in the Development;

Common Property means common property No.1 shown as Common Property No.1 on the Plan of Subdivision;

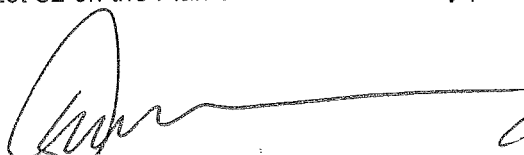
Development means all the land and improvements comprised in the Plan of Subdivision and known as Atlantis and situated at 288-300 Spencer Street, Melbourne;

Hotel Car Parks means Lots 1-58 inclusive on the Plan of Subdivision or any part of those Lots;

Lot A means Lot A on the Plan of Subdivision or any part of that Lot;

Lot(s) means a lot or lots shown on the Plan of Subdivision;

Lot S2 means Lot S2 on the Plan of Subdivision or any part of that Lot;


as Chairperson


as Secretary

Manager means the manager appointed from time to time by the Owners Corporation pursuant to section 119 of the Act;

Member means a member of the Owners Corporation;

Model Rules means the model rules set out in Form 1 of Schedule 2 to the Regulations;

Occupier means any person occupying or in possession of a Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No. 1 Plan No. PS600940E;

OC No. 2 means Owners Corporation No. 2 Plan No. PS600940E;

Plan of Subdivision means Plan of Subdivision No. PS600940E and all its stages or a particular stage where the context requires;

Proprietor means the registered proprietor from time to time of a Lot on the Plan of Subdivision;

Regulations means the Owners Corporation Regulations 2007 as amended or any other regulations relating to owners corporation matters made from time to time under the provisions of the Act or the Subdivision Act 1988;

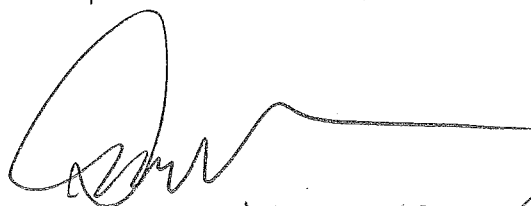
Residential Car Park Lots means 59-107 inclusive on the Plan of Subdivision;


Residential Lots means Lots 1901 to 1913, 2001 to 2013, 2101 to 2113, 2201 to 2213, 2301 to 2313, 2401 to 2413, 2501 to 2513, 2601 to 2613, 2701 to 2713, 2801 to 2813, 2901 to 2913, 3001 to 3009, 3101 to 3109, 3201 to 3209, 3301 to 3309, 3401 to 3409, 3501 to 3509, and 3601 to 3608 inclusive on the Plan of Subdivision.

2. Use of Lots Generally

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

- (a) use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal, immoral 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 invitees of any such Member or Occupier;
- (b) make or permit to be made any noise on that Member's Lot which may be heard outside the Member's Lot between the hours of 10:00pm and 8:00a.m provided that such prohibition does not apply to any Proprietor or Occupier of Lot A or Proprietor or Occupier of Lot S2;
- (c) use or occupy any Lot or Lots in a manner that would contravene any planning regulations, requirements or restrictions on the Plan of Subdivision;
- (d) if the Lot is a Residential Lot, use the Lot as a serviced apartment or for hotel type or temporary or short term accommodation unless:
 - (i) the Proprietor or Occupier of the Lot is Avon Grange; or
 - (ii) the use is by agreement with:
 - A. the Proprietor or Occupier of that part of Lot S2 that is used to operate a hotel business; or


as draw person


DR Sarvabharan

B. the operator of any hotel business conducted from any part of Lot S2;

- (e) do or permit anything to be done on a Lot which may invalidate, suspend or increase the insurance premiums for any insurance effected by the Owners Corporation which is consistent with the normal use and enjoyment of the relevant Lot for its intended purpose;
- (f) without the prior written consent of the Owners Corporation;
 - (i) make any alterations or addition (painting or decorating included) to the exterior of the Lot including, but not limited to any balconies attached to a Lot; or
 - (ii) make any structural alterations or additions to the interior of a Lot or any part of it which may diminish the support and shelter of any Lot on the Plan of Subdivision and for this purpose the Owners Corporation has the right, at the expense of the Member proposing to make the alterations to appoint an architect, structural engineer or building contractor to provide the necessary advice to the Owners Corporation to consider whether to provide its consent,

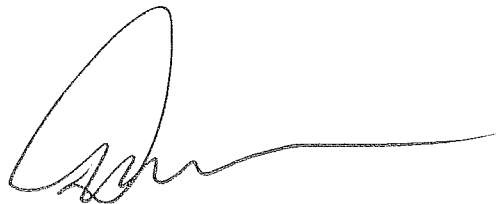
provided that this rule 2(f) does not apply to the Proprietor or Occupier of Lot A or any part of Lot S2 or any Lots of which Avon Grange is the Proprietor;

- (g) do or permit anything, which may cause structural damage to the Development including without limitation bringing any heavy article on the Lot or on the Common Property without the written consent of the Owners Corporation provided that this rule does not prevent the Proprietor or Occupier of Lot A or Lot S2 from bringing on to the Lot or Common Property any heavy article associated with the use of any part of those Lots for retail, commercial, hotel, restaurant, car park, signage or telecommunication purposes; or
- (h) alter floor surfaces in such a way that causes the transmission of noise which is likely to disturb other Occupiers.

3. Vehicles, Driveways and Car Parking

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

- (a) drive or operate any motor vehicle on any internal road surface in excess of 5kph;
- (b) permit bicycling, roller blading, skate boarding, roller skating or other ball games in the car parking areas, driveways or access pathways or any easement for access purposes;
- (c) use any car parking space other than for the purpose of parking any vehicle, motorcycle, boat or bicycle therein and in such manner as may be fair and reasonable or permit any mechanical repairs except of an emergency nature to be performed on any vehicle provided that this rule does not apply in respect of any of the Hotel Car Parks;
- (d) without the consent of the Owners Corporation, use any car parking space for storage purposes provided that this rule does not apply to the Proprietor or Occupier of the Hotel Car Parks or to any Residential Car Park Lots which Avon Grange is the Proprietor of;

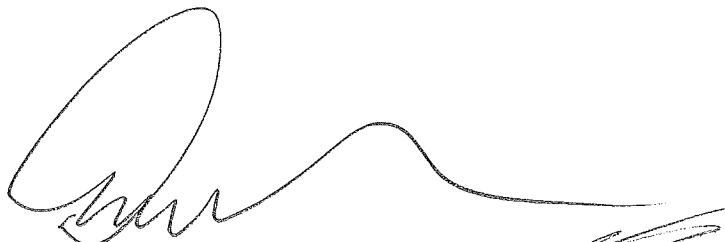


- (e) park either for short or longer periods in any car park space except in the car parking space that is a Member's Lot or part of a Member's Lot;
- (f) park for any period more than one vehicle in any car parking space provided that this rule does not apply to the Proprietor or Occupier of the Hotel Car Parks or to any Residential Car Park Lots that Avon Grange is the Proprietor of;
- (g) interfere with the operation, function or control of any electronic vehicular gates;
- (h) obstruct any easement giving access to any Lots or to the Common Property;
- (i) build any structure on or over a car parking space including, without limitation any fence or wall or structure for storage purposes on a car parking space without the prior written consent of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of the Hotel Car Parks or to Avon Grange whilst it is the proprietor of any Residential Car Park Lots;
- (j) allow any build up or discharge of oil and other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation; or
- (k) wash any vehicle on any part of the Common Property or on any easement for the purpose of ingress and egress from a Member's Lot or to the Common Property apart from an area designated for that purpose by the Owners Corporation.

4. Use of Common Property – Generally

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

- (a) do or allow anything to be done on the Common Property which causes a nuisance to the Owners Corporation or a Member or Occupier of a Member's Lot;
- (b) obstruct any halls or passage ways, stairways or lifts of the Common Property;
- (c) breach any rules and regulations relating to each facility on the Common Property;
- (d) take any glass or any other item which may become a danger on to the Common Property;
- (e) wear inappropriate clothing such as bathers, bikinis or other swimwear when using the Common Property;
- (f) remove any item, equipment or such other things that are and shall remain the property of the Owners Corporation from any facility for any reason whatsoever;
- (g) interfere with the personal property of the Owners Corporation;
- (h) fail to report any repair or maintenance required to the Common Property to the Manager;




- (i) use the Common Property other than in accordance with the directions of the Manager and in the absence of any such directions in accordance with the directions of the Owners Corporation; or
- (j) allow the Common Property to be used by any person except on a temporary and non-recurring basis.

5. Animals

- (a) A Member must not and must ensure that the Occupier of a Member's Lot does not without the prior written approval of the Owners Corporation keep any pet or animal on their Lot or the Common Property.
- (b) If in the reasonable opinion of the Owners Corporation a pet or animal becomes noisy or interferes with the other Members' use of their Lot or the Common Property or becomes a nuisance to other Members or Occupiers, the Owners Corporation can require by written notice to the Member that the pet or animal is removed from the Lot and thereafter the Member must not keep or allow the Occupier to keep any pet or animal on their Lot.
- (c) A Member must not and must ensure that the Occupier of a Member's Lot does not fail to clean up after any pet or animal debris or make good damage to any Common Property caused by such pet or animal.

6. Signage

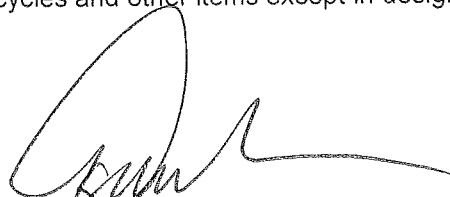
A Member must not and must ensure that the Occupier of a Member's Lot does not allow to be displayed any placard, advertisement or sign on the Common Property or the Member's Lot so that it is visible from outside the Lot without the prior written consent of the Owners Corporation which can be granted on such terms and conditions as the Owners Corporation deems appropriate provided that this rule does not prohibit:

- (a) the Proprietor or Occupier of Lot S2 from displaying any placard, advertisement or sign on the Common Property or any part of Lot S2 relating to the business operated from Lot S2;
- (b) a Proprietor or Occupier of Lot A from displaying any placard, advertisement or sign on the Common Property or any part of Lot A relating to any business operating from that Lot; and
- (c) Avon Grange from displaying any placards, advertisements or signs on the Common Property or any part of a Lot of which it is a Proprietor or Occupier relating to the sale or lease of the Lots or any part of the Lots of which Avon Grange is an owner.


7. Balconies, Patios, Exterior Building Surfaces and External Appearance

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

- (a) hang clothes, store bicycles or other articles on the balconies, exteriors of the Lots or on any Common Property except in areas designated by the Owners Corporation provided that this rule shall not prevent the Proprietor or Occupier of Lot S2, Lot A or Avon Grange from hanging or storing of such articles on any part of Lot S2, Lot A or any Lots which Avon Grange is the Proprietor or the Occupier of;
- (b) store or keep on the Common Property or any part thereof any material or goods including bicycles and other items except in designated areas (if any)




As Chairperson



as Secretary

and subject to terms and conditions set forth in writing by the Owners Corporation;

- (c) install any flywire screen, security doors or any other exterior fixture or fitting without first obtaining the written permission of the Owners Corporation and provided the consent complies with the standards of the Owners Corporation and provided that this rule does not apply to the Proprietor or Occupier of Lot S2, Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (d) keep any plants, planter boxes or pots on any balcony or terrace that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size of the 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 the Lots by the Occupiers of those Lots;
- (e) cause disturbance or interference to other Lots when watering any plants or planter boxes or cleaning any balcony and if there is a dispute as to whether the Member or Occupier is causing disturbance or interference, the Owners Corporation may at the cost of the Member appoint a structural engineer or other relevant consultant to make a determination as to whether the watering is causing a disturbance or interference;
- (f) construct or erect any sheds, kennels, spas or hot tubs or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony without obtaining the prior written consent of the Owners Corporation and complying with all building regulations and planning laws provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange in respect of any Lots that it is the Proprietor or Occupier of;
- (g) without obtaining the prior consent of the Owners Corporation, install any airconditioning units or condensers of airconditioning units on any terrace or balcony provided that this rule does not apply in respect of the airconditioning units installed as part of the construction of the Development or to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (h) fail to maintain and keep in good repair any permitted structures on any terrace or balcony that is visible from outside of the Lot and without limiting the generality of the foregoing, must ensure that any permitted airconditioning units on the balconies are maintained in good condition and repair;
- (i) construct or erect any outside wireless television aerial, skydish receivers, satellite dish or receiver or thing of like nature without the prior consent in writing of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any Lots in the Plan of Subdivision;
- (j) install any aerial, transmitters or telecommunications devices without the prior written consent of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any Lots in the Plan of Subdivision;
- (k) erect any external blinds or awnings without the prior written consent of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;



A. Christensen



A. Christensen

- (l) hang curtains or install any window furnishing visible from outside the Lot unless they are of a type and have a backing of a colour that has been approved by the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (m) install any window tinting without having the colour and design of same approved in writing by the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (n) without the prior consent of the Owners Corporation maintain anything inside a Lot which when viewed from the outside the Lot is not in keeping with the rest of the Development provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (o) operate or permit to be operated any device or electronic equipment from a Lot which interferes with any appliance or equipment lawfully in use on the Common Property or another Lot or any part of the Development;
- (p) throw any object from any window, balcony, terrace or patio; or
- (q) when on a balcony use language or behave in a manner that may cause offence or embarrassment to other Members or Occupiers of other Lots or to any person using the Common Property.

8. Rubbish

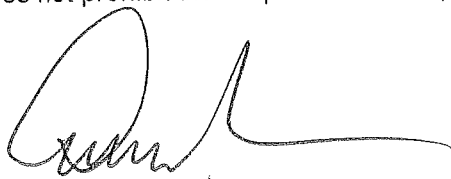
A Member must not and must ensure that the Occupier of a Member's Lot does not:

- (a) deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the Common Property except in the receptacles as designated by the Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
- (b) throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts, or other substance whatsoever out of the windows, doors, down the staircase or from the balconies or terraces;
- (c) refuse to bear the cost of cleaning and repair caused by a breach of this rule; or
- (d) leave or fail to clean up any refuse which is dropped or spilled on the Common Property or fail to notify the Owners Corporation if refuse is spilled or dropped.

9. Damage and Repairs

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

- (a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway or any other Owners Corporation property located on, in or attached to the Common Property provided that if the Owners Corporation expends money to make good the damage caused by any Member or Occupier or their invitees, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Member at the time the damage occurred. This rule does not prohibit the Proprietor or Occupier of Lot S2, or


As Chairman

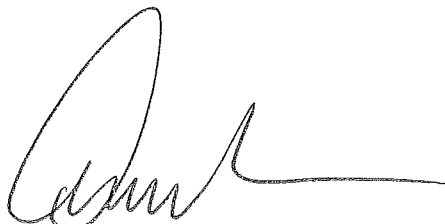

as Secretary

Lot A or Avon Grange from making or causing to be made minor alterations to the Common Property for the purposes of occupying, fitting out or installing plant, equipment and signage on Lot A or Lot S2;

- (b) fail to properly inform the Owners Corporation within 24 hours of any damage to the Property which may be the subject of claim against the Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for the work being undertaken;
- (d) interfere with or attempt to interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment including but not limited to all pedestrian entrances, lifts, car park entrances, lighting, fire controls, landscaping and structures including the sprinkler system and any facility control or equipment;
- (e) commit, perform or cause in any manner any act on the Lots or the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, by law or order made by any Municipal, Statutory Government, or other Authority authorised by-law to make such regulations, permits, by-law or order or issue such permits; or
- (f) use any water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water, apparatus, waste pipes or drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of a Occupier or invitee of the Member or Occupier.

10. **Fire Control**

- (a) A Member must not and must ensure that an Occupier of a Member's Lot does not interfere with or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of charges for false alarms or making good any damage from the Member.
- (b) The Owners Corporation or a Member must in respect of the Development or their Lot as appropriate:
 - (i) consult with any Government Agency as to an appropriate fire alarm and fire sprinkler system for the Development or the Lots;
 - (ii) ensure the provision of all adequate equipment to prevent fire or spread of fire in or from the Development or the Lots to the satisfaction of all Government Agencies; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Development or the Lots.



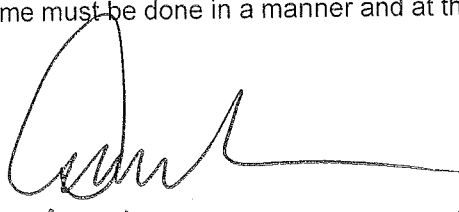
11. **Security**

- (a) Each Member and Occupier must comply with the reasonable requirements of the Manager regarding the security of the Common Property.
- (b) The Owners Corporation must take all reasonable steps to ensure the security of the Development from intruders and to preserve the safety of the Development from other hazards it considers necessary or desirable which, without limitation, includes;
 - (i) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) permit to the exclusion of the Members any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - (iii) restrict access of Members of Lots in one level of the Development to any other level of the Development.
- (c) The Owners Corporation may make rules and regulations to ensure the security of the Development from intruders.
- (d) If the Owners Corporation restricts the access of Members under these rules, the Owners Corporation must make available to each Member free of charge the number of security keys that the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional security key required by a Member.
- (e) A Member must exercise a high degree of caution and responsibility in making a security key available for use by an Occupier of a Lot including without limitation, entering into an appropriate agreement in any lease or licence of the Lot to ensure the return of the security key to the Member or the Manager on the expiry of the lease or licence.
- (f) A Member in possession of a security key :
 - (i) must not duplicate or permit the security key to be duplicated; and
 - (ii) must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.
- (g) A Member must promptly notify the Manager if a security key is lost or destroyed.
- (h) If a security key is lost, damaged or destroyed the Member must pay the costs associated with the provision by the Manager of a replacement security key.

12. **Relocations, Deliveries, Tradespersons**

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

- (a) give less than 24 hours notice to the Owners Corporation or its representative before any fixture, fitting or equipment may be moved into or out of any Lot and the moving of the same must be done in a manner and at the time



A. Lawrence



as Secretary

directed by a representative of the Owners Corporation provided that nothing herein shall:

- (i) 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 the property belonging to another Member or Occupier of another Lot; or
 - (ii) restrict the movement by the Proprietor or Occupier of Lot A or Lot S2 or Avon Grange whilst it is the Proprietor or Occupier of any Lot on the Plan of Subdivision of any fixture, fitting or equipment onto those Lots;
- (b) damage, obstruct or interfere with the stairways, lifts, corridors or any other part of the Common Property when moving in or out of any Lot;
 - (c) arrange for tradespersons (except in emergencies) to perform works except during the hours of 8:00am to 6:00pm weekdays (excluding public holidays) and under the supervision and at the sole responsibility of the Member so arranging provided that this rule does not apply to the Proprietor or Occupier of Lot A or Lot S2 or to Avon Grange whilst it is the Proprietor or Occupier of any Lot in the Plan of Subdivision; or
 - (d) arrange for deliveries of any kind or nature unless the Member or its designee is at or on the Development to accept or arrange for the same at the Member's or Occupier's sole cost and responsibility.

13. **Notification**

Each Member must advise the Manager of an out of normal business hours contact address and telephone number for them or for the lessee of a Member's Lot and must promptly advise the Manager of any change in address or telephone number.

14. **Behaviour of Invitees**

A Member must not and must ensure that the Occupier of a Member's Lot and all of their respective invitees of any kind and for any purpose do not:

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using the Common Property provided that this rule does not prevent the use of all or part of Lot S2 as a hotel or the use of Lot A as a restaurant or conference facility;
- (b) fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it or caused by any such Proprietor, Occupier or their invitees; or
- (c) fail to inform and require compliance with all Owners Corporation Rules and Regulations by any Occupier, or invitee coming onto the Member's Lot or the Common Property with the consent or approval (actual or implied) of such Member or Occupier.

15. **Window Cleaning**

- (a) A Member must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or any balcony within their Lot or for the purposes of cleaning and maintaining such windows.
- (b) A Member must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Development.


As Secretary

16. **Balcony Projection Lots**

The Proprietors and Occupiers of the Balcony Projection Lots must comply with the terms and conditions of the agreement of the Owners Corporation with the Department of Sustainability and Environment in relation to the balconies that project into crown land and any other such conditions of use of those balconies as may be imposed from time to time by the Owners Corporation. .

17. **General**

- (a) The Owners Corporation may employ for and on behalf of the Owners Corporation such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper running and management of the Development.
- (b) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to any of the Members or Occupiers of a Member's Lot:
 - (i) window cleaning;
 - (ii) garbage disposal and recycling;
 - (iii) electricity, water and gas supply;
 - (iv) fire control services;
 - (v) pay tv; and
 - (vi) telecommunications facilities.

18. **Hotel Business**

- (a) It is intended that Lot S2 or part of Lot S2 will be used for the purposes of a hotel, providing short term or temporary accommodation, café, bar facilities and associated services (**hotel business**).
- (b) It is intended that Lot A or part of Lot A will be used as a restaurant and conference facilities (**hospitality business**).
- (c) The Members acknowledge that in order to maintain the value, stature and appearance of the Building and in recognition of the fact that a hotel business and hospitality business will be operated in part of the Building, cleaning, repainting and general maintenance must and will be carried out more frequently than otherwise may have been or is normally the case.
- (d) The Owners Corporation is authorised and empowered to do what is necessary to maintain the standard, quality and appearance of the Building and raise such fees and levies from time to time as is needed to maintain the Building to the aforementioned standard or level.
- (e) A Member must not and must ensure that an occupier of a Member Lot does not object to any proposals, resolutions or actions that may be proposed or taken by the Owners Corporation in giving effect to the above objectives on the grounds that such proposed or intended actions are premature or unnecessary.
- (f) Without limiting paragraphs (a), (b), (c) and (d) of this rule, a Member must not and must ensure that the Occupier of a Member's Lot does not:


As Chairman

as Secretary

- (i) do anything or permit anything to be done on the Lot or the Common Property which will prevent, hinder or disrupt the operation of the hotel business from Lot S2 or the hospitality business from Lot A;
- (ii) do anything or permit anything to be done which will detrimentally effect the viability of the hotel business operated from Lot S2 or the hospitality business from Lot A;
- (iii) fail or refuse to consent to any repairs, maintenance or other works required to the Common Property which is required to maintain or improve the standard of the hotel business conducted from Lot S2 or the hospitality business operated from Lot A or the viability of the hotel business from Lot S2 or the hospitality business from Lot A;
- (iv) vote in favour of any resolution proposed by the Owners Corporation which will prevent, delay, hinder, disrupt or detrimentally affect the viability of the hotel business conducted from Lot S2 or the hospitality business conducted from Lot A; or
- (v) vote against any resolution proposed at a meeting of the Owners Corporation relating to repairs, maintenance or works where such repairs, maintenance or works are necessary to maintain or improve the standard of the hotel business from Lot S2 or the hospitality business conducted from Lot A or the viability of the hotel business operated from Lot S2 or the viability of the hospitality business conducted from Lot A.

19. **Compliance by Tenant or Occupier**

- (a) A Member must ensure that all reasonable steps are taken to ensure that a tenant and invitee of a Lot complies with these rules.
- (b) A Member must ensure that any tenancy agreement or lease entered into includes a copy of these rules and all necessary terms and conditions are included in such tenancy agreement or lease to ensure compliance with these rules by the tenant or occupant under the tenancy agreement or the lease.

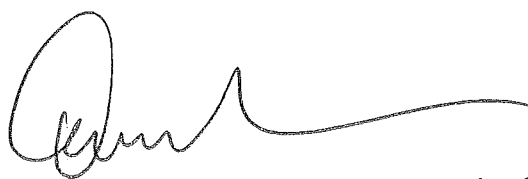
20. **Consequences of breach**

If a Member or Occupier breaches these Rules, the Member must:

- (a) remedy the breach, and where the breach is incapable of remedy pay compensation;
- (b) pay to the Owners Corporation an amount equal to all costs liabilities loss or damage suffered or incurred by the Owners Corporation (**Loss**); and
- (c) indemnify the Owners Corporation against Loss.

21. **Services from Hotel Business**

- (a) The services available to guests or visitors of the hotel business and hospitality business are not available to the Proprietors or Occupiers of the Residential Lots.
- (b) The Proprietors or Occupiers of the Residential Lots are not entitled to use any of facilities on Lot S2 unless an agreement has been entered into by the Proprietor or Occupier of Lot S2 with OC No. 2 in relation to the use of particular facilities.



 as Secretary

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

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

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

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.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

(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.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

Further information

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

Management of an owners corporation

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

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

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation (No. 2) Plan No. 600940
288 Spencer Street, MELBOURNE

This certificate is issued for Lot 2812 in Owners Corporation (No. 2) Plan No. 600940 the postal address of which is 2812 / 284-288 Spencer Street, MELBOURNE, 3000.

Applicant for the certificate is: Langwarrin Conveyancing Services

Address for delivery of certificate: PO Box 4011, LANGWARRIN VIC 3910.

Date that the application was received: 06/03/2024

The information in this certificate is issued on 21/03/2024.

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

1. The current Administration Fund fees for the above lot are \$486.30 per quarter and the current Maintenance Fund fees are \$45.91 per quarter.
2. The fees are paid up until 30/09/2023 in part.
3. The unpaid fees now total \$1,440.81.
4. The following special fees or levies have been struck and are payable on the dates indicated below - nil.
5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Maintenance Plan / Maintenance Fund

There are major maintenance items at the property, such as completing works to the door controllers to lifts on each level (for the residential component of the buildings, plus ground floor and basement floor) that could involve considerable expense. If the funds held in the Maintenance Fund are found to be insufficient then levies may be required to cover any shortfall. Final costs are not known and decisions are yet to be made in this respect.

In addition to the above proposal(s) and/or quotation(s) and/or contract(s), and/or any works currently being undertaken by the Owners Corporation, further costs may be incurred and/or levies may be raised if further expenses arise, the scope-of-works is changed and alternative quotations are obtained at a later date or as the Owners Corporation may decide.

6. The Owners Corporation presently has the following insurance cover

Company	Provided by OC 1
---------	------------------

7. Owners Corporation No.1. is required to arrange insurance cover under section 63 of the Act.
8. The Owners Corporation as at 31/12/2023 held a surplus in funds in the order of \$308,100.00 being a surplus in the General Fund in the order of \$123,400.00 and a surplus in the Maintenance Fund in the order of \$184,700.00.
9. The Owners Corporation has not any liabilities not otherwise shown in other parts of this certificate.

10. The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property except:
 - Recreational Deed.
11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied.
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:
 - to recover the debts of members in arrears should significant arrears arise.
 - see item 5 of the Certificate for OC1 regarding non-compliant cladding.
14. The Owners Corporation has appointed, or has resolved to appoint a manager as follows -

Binks & Associates
PO Box 67
SURREY HILLS VIC 3127
15. No proposal has been made for the appointment of an administrator.
16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.
17. The rules of the Owners Corporation are the Additional Rules in addition to the Model Rules, which are both attached.

Attachments: OC Seal
Minutes: 09/03/2023 (M10180260)
Additional rules OC 2
Model Rules (current 2022) 2018
OC Regs 2018, Statement of Advice for Prospective Purchasers

The common seal of the Owners Corporation was affixed and witnessed by the authorised representative of the registered manager Binks & Associates Pty Ltd in accordance with Section 21(2A)(a) of the Owners Corporation Act 2006 (as amended).



A. M. [Signature]
Signature

ANGIE MERLIECA
Name

21/03/2024
Date

INFORMATION ONLY

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION (NO. 2) PLAN NO. 600940 (288 Spencer Street, MELBOURNE)** HELD ATLANTIS HOTEL, LEVEL 4, 300 SPENCER ST, MELBOURNE, ON THURSDAY, 9TH MARCH, 2023 AT 5.30 PM (Concurrently with the AGM for Owners Corporation 1)

PRESENT: Mr B Calfapietra (lots 67 and 3102)
Mr M Burgess (lot 1904)
Ms C Wu (lots 62 & 2001)
Mr D Todd (lot 2012)
Ms H Song (lot 2111)
Mr L Button (lot 2210)
Mr D Knight (lot 2512)
Ms S Ostermann (lot 2906)
Mr B & Mrs S Ryan (lots 91 & 3001)
Mr B Devanny (lot 3008)
Mrs N Donoghue (lot 3107)
Ms R Gunther (lot 3404)
Mr T Seymour (lot 3409)
Ms Anita Beckman (representing Anita Beckman Pty Ltd, lot 3605), accompanied by Mr G Swift.
Ms N Brukarz (as proxy for lots 94, 2108, 2203, 2204, 2205, 2209, 2213, 2701, 3209 & 3405).

In attendance Ben Commerford & Sharon Howard representing Binks & Associates Pty Ltd, manager of the Owners Corporation and Mr D Segman.

PROXIES: N Brkljaca & M Hamind Wahab (lot 2610), Mr D Carroll (lots 90 & 2902) & U Reddy (lots 2004, 2604 & 2612), Mr S Kim (lots 63 & 3009) appointed as Ms Ruth Gunther as their proxy.

Nay Myo Bo (lot 2108), Mr D & Mrs M Grunfeld (lot 2203), Ms F Perahia (lots 2204 & 2205), Mr A Brukarz (lot 2209), H Kum (lot 2213), Mr A Mattaliano (lot 2701), Ms Fiona Powell (lots 94 & 3209) & Kyando P/L & Narp Investments P/L (lot 3405) appointed as Ms Nurit Burkarz as their proxy.

Ms S Banfield (lot 2505) & Mr Stephen Bolt (Lot 2913) & appointed Mr Ben Commerford as their proxy.

Mr William Donoghue (lot 3107) appointed Mrs Nelly Donghue as his proxy.

QUORUM: Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.

VOTING: All lots present were entitled to vote on all resolutions.

CHAIRPERSON: Resolved that Ben Commerford be appointed to chair the meeting.

MINUTES: Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting, with one change:

- i) Under "PRESENT" - Mr B Calfapietra (lots 67 and 3102).

INTERIM RESOLUTIONS: Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.

FINANCES: Resolved to receive and adopt the audited Statements of Financial Performance and the Statements of Financial Position for the year ended 31/12/2021 & 31/12/2022.

The Owners Corporation held members' funds of \$341,705.01 as at 31/12/2021, comprised of \$121,899.34 in the General Fund and \$219,805.67 in the Maintenance Fund. It was noted that the Maintenance Plan called for \$96,524.77 to be available as at 31/12/2021.

The Owners Corporation held members' funds of \$474,621.13 as at 31/12/2022, comprised of \$200,467.71 in the General Fund and \$274,159.42 in the Maintenance Fund. It was noted that the Maintenance Plan called for \$79,418.12 to be available as at 31/12/2022.

COMMITTEE:

Resolved that the following six members be elected to serve as committee until a new committee is elected:

Mr Button (lot 2210), Ms Brukarz (lot 2209), Mr Calfapietra (lot 3102), Mrs Donghue (lot 3107), Ms Gunther (lot 3404) & Ms Beckman (lot 3605).

Under the Owners Corporations Act 2006, committee members must elect a chairperson and a secretary. It was noted that these positions will be filled at committee's first meeting.

A vote of thanks was put forward to the outgoing Chairperson, Mr Lance Button, for all of the hard work completed, particularly in relation to the replacement of the cladding.

ADMINISTRATION FUND:

Resolved to adopt an unchanged annual fund of \$497,585.40 to service estimated expenses for the year ending 31/12/2023 (refer to table below), and for the period to follow, until a new annual fund is adopted.

Public light & power	35,000.00
Management fees	16,800.00
Caretaking	13,200.00
Gas	6,600.00
Common water usage	1,100.00
Carpet cleaning	2,750.00
Lift maintenance	35,000.00
Cleaning	100,550.00
Recreational usage	96,378.00
Security surveillance	32,160.00
Professional fee (audit, tax returns, BAS)	4,500.00
Cladding (legal costs, management fees, other experts)	128,047.00
Repairs, Replacements & General Expenses	25,500.40
Total budget	\$497,585.40

Resolved that contributions to this fund will remain unchanged at \$38.90 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

Lot	Charge	Lot	Charge	Lot	Charge
1901	778.10	2405	486.30	2909	583.55
1902	583.55	2406	583.55	2910	486.30
1903	486.30	2407	583.55	2911	486.30
1904	486.30	2408	486.30	2912	486.30
1905	486.30	2409	583.55	2913	778.10
1906	583.55	2410	486.30	3001	1458.90
1907	583.55	2411	486.30	3002	972.60
1908	486.30	2412	486.30	3003	972.60
1909	583.55	2413	778.10	3004	972.60
1910	486.30	2501	778.10	3005	583.55
1911	486.30	2502	583.55	3006	486.30
1912	486.30	2503	486.30	3007	486.30
1913	778.10	2504	486.30	3008	486.30
2001	778.10	2505	486.30	3009	778.10
2002	583.55	2506	583.55	3101	1458.90

Lot	Charge	Lot	Charge	Lot	Charge
2003	486.30	2507	583.55	3102	972.60
2004	486.30	2508	486.30	3103	972.60
2005	486.30	2509	583.55	3104	972.60
2006	583.55	2510	486.30	3105	583.55
2007	583.55	2511	486.30	3106	486.30
2008	486.30	2512	486.30	3107	486.30
2009	583.55	2513	778.10	3108	486.30
2010	486.30	2601	778.10	3109	778.10
2011	486.30	2602	583.55	3201	1458.90
2012	486.30	2603	486.30	3202	972.60
2013	778.10	2604	486.30	3203	972.60
2101	778.10	2605	486.30	3204	972.60
2102	583.55	2606	583.55	3205	583.55
2103	486.30	2607	583.55	3206	486.30
2104	486.30	2608	486.30	3207	486.30
2105	486.30	2609	583.55	3208	486.30
2106	583.55	2610	486.30	3209	778.10
2107	583.55	2611	486.30	3301	1458.90
2108	486.30	2612	486.30	3302	583.55
2109	583.55	2613	778.10	3303	486.30
2110	486.30	2701	778.10	3304	486.30
2111	486.30	2702	583.55	3305	486.30
2112	486.30	2703	486.30	3306	583.55
2113	778.10	2704	486.30	3307	583.55
2201	778.10	2705	486.30	3308	486.30
2202	583.55	2706	583.55	3309	583.55
2203	486.30	2707	583.55	3401	1458.90
2204	486.30	2708	486.30	3402	583.55
2205	486.30	2709	583.55	3403	486.30
2206	583.55	2710	486.30	3404	486.30
2207	583.55	2711	486.30	3405	486.30
2208	486.30	2712	486.30	3406	583.55
2209	583.55	2713	778.10	3407	583.55
2210	486.30	2801	778.10	3408	486.30
2211	486.30	2802	583.55	3409	583.55
2212	486.30	2803	486.30	3501	1458.90
2213	778.10	2804	486.30	3502	583.55
2301	778.10	2805	486.30	3503	486.30
2302	583.55	2806	583.55	3504	486.30
2303	486.30	2807	583.55	3505	486.30
2304	486.30	2808	486.30	3506	583.55
2305	486.30	2809	583.55	3507	583.55
2306	583.55	2810	486.30	3508	486.30
2307	583.55	2811	486.30	3509	583.55
2308	486.30	2812	486.30	3601	972.60
2309	583.55	2813	778.10	3602	583.55
2310	486.30	2901	778.10	3603	972.60
2311	486.30	2902	583.55	3604	680.80
2312	486.30	2903	486.30	3605	486.30
2313	778.10	2904	486.30	3606	583.55
2401	778.10	2905	486.30	3607	583.55
2402	583.55	2906	583.55	3608	486.30
2403	486.30	2907	583.55		
2404	486.30	2908	486.30		

MAINTENANCE
FUND:

Resolved to establish a fund of \$46,102.97 for the year ending 31/12/2023 to service projected Maintenance Fund expenses.

Lot	Charge	Lot	Charge	Lot	Charge
1901	72.10	2405	45.05	2909	54.05
1902	54.05	2406	54.05	2910	45.05
1903	45.05	2407	54.05	2911	45.05
1904	45.05	2408	45.05	2912	45.05
1905	45.05	2409	54.05	2913	72.10
1906	54.05	2410	45.05	3001	135.15
1907	54.05	2411	45.05	3002	90.10
1908	45.05	2412	45.05	3003	90.10
1909	54.05	2413	72.10	3004	90.10
1910	45.05	2501	72.10	3005	54.05
1911	45.05	2502	54.05	3006	45.05
1912	45.05	2503	45.05	3007	45.05
1913	72.10	2504	45.05	3008	45.05
2001	72.10	2505	45.05	3009	72.10
2002	54.05	2506	54.05	3101	135.15
2003	45.05	2507	54.05	3102	90.10
2004	45.05	2508	45.05	3103	90.10
2005	45.05	2509	54.05	3104	90.10
2006	54.05	2510	45.05	3105	54.05
2007	54.05	2511	45.05	3106	45.05
2008	45.05	2512	45.05	3107	45.05
2009	54.05	2513	72.10	3108	45.05
2010	45.05	2601	72.10	3109	72.10
2011	45.05	2602	54.05	3201	135.15
2012	45.05	2603	45.05	3202	90.10
2013	72.10	2604	45.05	3203	90.10
2101	72.10	2605	45.05	3204	90.10
2102	54.05	2606	54.05	3205	54.05
2103	45.05	2607	54.05	3206	45.05
2104	45.05	2608	45.05	3207	45.05
2105	45.05	2609	54.05	3208	45.05
2106	54.05	2610	45.05	3209	72.10
2107	54.05	2611	45.05	3301	135.15
2108	45.05	2612	45.05	3302	54.05
2109	54.05	2613	72.10	3303	45.05
2110	45.05	2701	72.10	3304	45.05
2111	45.05	2702	54.05	3305	45.05
2112	45.05	2703	45.05	3306	54.05
2113	72.10	2704	45.05	3307	54.05
2201	72.10	2705	45.05	3308	45.05
2202	54.05	2706	54.05	3309	54.05
2203	45.05	2707	54.05	3401	135.15
2204	45.05	2708	45.05	3402	54.05
2205	45.05	2709	54.05	3403	45.05
2206	54.05	2710	45.05	3404	45.05
2207	54.05	2711	45.05	3405	45.05
2208	45.05	2712	45.05	3406	54.05
2209	54.05	2713	72.10	3407	54.05
2210	45.05	2801	72.10	3408	45.05
2211	45.05	2802	54.05	3409	54.05
2212	45.05	2803	45.05	3501	135.15
2213	72.10	2804	45.05	3502	54.05
2301	72.10	2805	45.05	3503	45.05
2302	54.05	2806	54.05	3504	45.05
2303	45.05	2807	54.05	3505	45.05
2304	45.05	2808	45.05	3506	54.05
2305	45.05	2809	54.05	3507	54.05
2306	54.05	2810	45.05	3508	45.05
2307	54.05	2811	45.05	3509	54.05
2308	45.05	2812	45.05	3601	90.10

Lot	Charge	Lot	Charge	Lot	Charge
2309	54.05	2813	72.10	3602	54.05
2310	45.05	2901	72.10	3603	90.10
2311	45.05	2902	54.05	3604	63.10
2312	45.05	2903	45.05	3605	45.05
2313	72.10	2904	45.05	3606	54.05
2401	72.10	2905	45.05	3607	54.05
2402	54.05	2906	54.05	3608	45.05
2403	45.05	2907	54.05		
2404	45.05	2908	45.05		

REPORTS:

Maintenance plan

The Owners Corporation has a maintenance plan as defined under the Owners Corporations Act 2006. The maintenance plan was prepared by Roscon in September 2017. The costs incurred by the OC in the Maintenance Fund are listed in the financial statements for the Owners Corporation.

Committee's report

Mr Button provided a verbal report on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes. A report from the Chairperson will be sent to all lot owners in due course.

Manager's report

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2022. A more detailed Manager's report will be sent to the lot owners shortly.

Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for \$5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution

No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

ESSENTIAL SERVICES:

Essential building services and safety

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Smoke (fire) detectors

Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Public lighting

Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

MAINTENANCE:

Caretaking

It was noted that the common area cleaning at the property is done by Atlantis Hotel and the the scope-of-works will be provided to committee for its review.

Security surveillance

It was noted that the scope-of-works for the security surveillance done by Atlantis Hotel will be provided to the committee for its review.

Additional fees

The provision of service in relation to the replacement of the cladding (and the associated legal work) and non-routine items is not part of our duties for which we receive a fixed fee under the Contract of Appointment. We will apply hourly charges for all our work in relation to such matters. Unless specific additional requests are made by the Owners Corporation, no site visits will be made and the tasks undertaken by us will be limited to the correspondence, obtaining quotations, raising levies and payment of accounts under the instructions of the Owners Corporation.

GENERAL
BUSINESS:

Costs incurred by the Owners Corporation

The Owners Corporation previously resolved that all costs incurred by the Owners Corporation in connection with a breach of the Owners Corporations Act 2006 by a lot or service required by a lot are to be passed on to the relevant lot. Should the matter go to VCAT the Owners Corporation will seek to recover such costs as provided by the Act, or as damages.

Interest

The meeting noted that interest can be charged on any overdue amount payable by a lot owner to the owners corporation under the Owners Corporations Act 2006. Resolved that interest is to be charged to lots with arrears as determined by the committee or manager, at the maximum available rate.

Debt recovery

It was noted that there are a number of lot owners in arrears and it was resolved that the OC will forthwith pursue lot owners in arrears more vigorously.

Cladding update / legal case

Resolved that the legal update provided by Hall & Wilcox be sent to all lot owners.

CCTV

Resolved that the Manager will provide the policy on the security footage for committee to review.

AGM

It was resolved that moving forward the AGM will be held in March of every year. It was noted that members present were critical of the AGM being held late and the manager acknowledged its role in the delay.

Frequency of communication with lot owners

It was noted that the lot owners present prefer to receive updates on a more frequent basis from the Owners Corporation and committee agreed to do this.

There being no further business the meeting closed at 7.15pm.

.....
Chairperson

Definitions:

The word "resolved" means either agreement without dissent or agreement by a majority of votes.

The word "Act" means the Owners Corporations Act 2006 (as amended).

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporations
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: **HOLDING REDLICH**

Name: **LISA CODY**

Phone: **(03) 9321 9871**

Address: **350 WILLIAM ST, MELBOURNE 3000**

Reference: **26 07 0098**

Customer Code: **980J**

Owners Corporation Number **2** Plan number **PS600940E**

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 ~~23 October 2009~~ Under Section 138 of the Owners Corporations Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 23 October 2009

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

Holding Redlich

Executed by Owners Corporation No PS600940E by affixing the common seal in accordance with section 21 of the Owners Corporations Act 2006 in the presence of Danny Sohar Segman as director of Avon Grange Pty Ltd ACN 052 923 207, the sole owner of all lots on plan of subdivision PS600940E

Witness: [Signature]

Full name DANNY SEGMAN

Address 300 SPANISH ST

MELBOURNE 3000



For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

OWNERS CORPORATION NO. 2 PLAN OF SUBDIVISION PS600940E

ADDITIONAL RULES OF THE OWNERS CORPORATION

Notes

These rules are made by Owners Corporation No. 2 Plan No. PS600940E for Atlantis and will apply to all members of Owners Corporation No. 2.

- Any rules in the model rules set out in Schedule 2 of the *Owners Corporations Regulations 2007 (Vic) (Model Rules)* that are not covered by these rules will also apply to the Owners Corporation.
- These rules must be read in conjunction with the *Owners Corporations Regulations 2007 (Vic)* or such other regulations made from time to time under the *Owners Corporations Act 2006 (Vic)* or the *Subdivision Act 1988 (Vic)* which provide for the general duties of members, meetings and administration of the owners corporations, insurance and other matters.
- It is each member's legal responsibility to inform any occupier of his or her lot of the Model Rules and these rules.
- At any and all places in these rules where it refers to the Owners Corporation, it may also mean a committee of the management of the Owners Corporation or an Owners Corporation Manager that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules of the Owners Corporation.

1. Interpretations/Definitions

In these rules, unless the context clearly indicates otherwise:

Act means the *Owners Corporations Act 2006 (Vic)*;

Avon Grange means Avon Grange Pty Ltd ACN 052 923 207, the developer of the Development;

Building means all and any buildings, structures or improvements comprised in the Development;

Common Property means common property No.2 shown as Common Property No.2 on the Plan of Subdivision;

Development means all the land and improvements comprised in the Plan of Subdivision and known as Atlantis and situated at 288-300 Spencer Street, Melbourne;

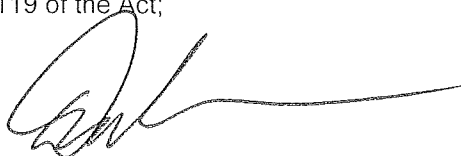
Hospitality Business means the restaurant business and conference facilities operated from all or part of Lot A on the Plan of Subdivision;

Hotel Business means the hotel business operated from all or part of Lot S2 on the Plan of Subdivision;

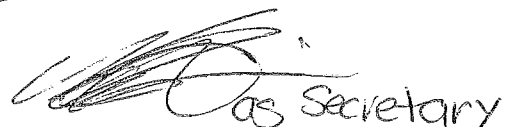
Lot(s) means a lot or lots shown on the Plan of Subdivision;

Lot S2 means Lot S2 on the Plan of Subdivision or any part of that Lot;

Manager means the manager appointed from time to time by the Owners Corporation pursuant to section 119 of the Act;



As Chairperson



As Secretary

Member means a member of the Owners Corporation;

Model Rules means the model rules set out in Form 1 of Schedule 2 to the Regulations;

Occupier means any person occupying or in possession of a Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No 2. Plan No. PS600940E;

Plan of Subdivision means Plan of Subdivision No. PS600940E and all its stages or a particular stage where the context requires;

Proprietor means the registered proprietor from time to time of a Lot or Lots on the Plan of Subdivision;

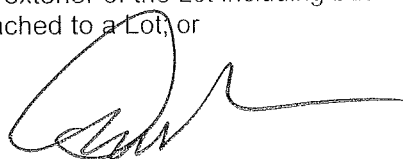
Recreational Facilities means the swimming pool and gym facilities on Lot S2;

Regulations means the Owners Corporations Regulations 2007 as amended or any other regulations relating to owners corporation matters made from time to time under the provisions of the Act or the Subdivision Act 1988.

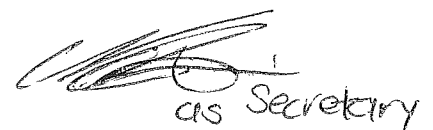
2. Use of Lots Generally

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

- (a) use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal, immoral 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 invitees of any such Member or Occupier;
- (b) make or permit to be made any noise on that Member's Lot which may be heard outside the Member's Lot between the hours of 10:00pm and 8.00a.m.;
- (c) use or occupy any Lot or Lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions on the Plan of Subdivision or any restrictive covenant affecting that Lot;
- (d) use the Lot as a serviced apartment or for hotel type or temporary or short term accommodation unless:
 - (i) the Proprietor or Occupier of the Lot is Avon Grange; or
 - (ii) the use is by agreement with:
 - A. the Proprietor or Occupier of that part of Lot S2 that is being used for the Hotel Business; or
 - B. the operator of the Hotel Business conducted from any part of Lot S2;
- (e) do or permit anything to be done on a Lot which may invalidate, suspend or increase the insurance premiums for any insurance effected by the Owners Corporation which is consistent with the normal use and enjoyment of the relevant Lot for its intended purpose;
- (f) without the written consent of the Owners Corporation;
 - (i) make any alterations or addition (painting or decorating included) to the exterior of the Lot including but not limited, to any balconies attached to a Lot; or



As Chairperson



as Secretary

- (ii) make any structural alterations or additions to the interior of a Lot or any part of it which may diminish the support and shelter of any Lot on the Plan of Subdivision and for this purpose the Owners Corporation has the right, at the expense of the Member proposing to make the alterations to appoint an architect, structural engineer or building contractor to provide the necessary advice to the Owners Corporation to consider whether to provide its consent;

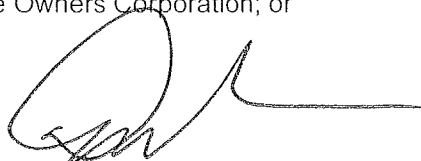
provided that the rule in paragraph f(i) does not apply to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;

- (g) do or permit anything, which may cause structural damage to the Development including without limitation bringing any heavy article on the Lot or on the Common Property without the written consent of the Owners Corporation provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision; or
- (h) alter floor surfaces in such a way that causes transmission of noise which is likely to disturb other Occupiers.

3. Use of Common Property – Generally

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

- (a) do or allow anything to be done on the Common Property which causes a nuisance to the Owners Corporation or a Member or Occupier of a Member's Lot;
- (b) obstruct any halls or passage ways, stairways or lifts on the Common Property;
- (c) hold or allow to be held any auction, meeting, functions or gatherings on the Common Property without the prior written consent of the Owners Corporation which consent may be granted on whatever terms and conditions the Owners Corporation deems appropriate provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any Lots in the Plan of Subdivision;
- (d) take any glass or any other item which may become a danger on to the Common Property;
- (e) wear inappropriate clothing such as bathers, bikinis or other swimwear when using the Common Property;
- (f) breach any rules and regulations relating to each facility on the Common Property;
- (g) remove any item, equipment or such other things that are and shall remain the property of the Owners Corporation from any facility for any reason whatsoever;
- (h) interfere with the personal property of the Owners Corporation;
- (i) fail to report any repair or maintenance required to the Common Property to the Manager;
- (j) use the Common Property other than in accordance with the directions of the Manager and in the absence of any such directions in accordance with the directions of the Owners Corporation; or



As Chairperson



as Secretary

- (k) allow the Common Property to be used by any person except on a temporary and non-recurring basis.

4. **Animals**

- (a) A Member must not and must ensure that the Occupier of a Member's Lot does not without the prior written approval of the Owners Corporation keep any pet or animal on their Lot or the Common Property.
- (b) If in the reasonable opinion of the Owners Corporation a pet or animal becomes noisy or interferes with the other Member's use of their Lot or the Common Property or becomes a nuisance to other Members or Occupiers, the Owners Corporation can require by written notice to the Member that the pet or animal is removed from the Lot and thereafter the Member must not keep or allow the Occupier to keep any pet or animal on their Lot.
- (c) A Member must not and must ensure that the Occupier of a Member's Lot does not fail to clean up after any pet or animal debris or make good damage to any Common Property caused by such pet or animal.

5. **Signage**

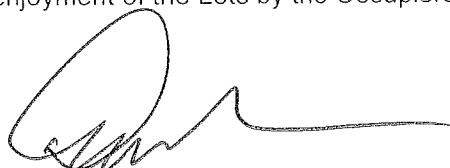
A Member must not and must ensure that the Occupier of a Member's Lot does not allow to be displayed any placard, advertisement or sign on the Common Property or the Member's Lot so that it is visible from outside the Development without the prior written consent of the Owners Corporation which can be granted on such terms and conditions as the Owners Corporation deems appropriate provided that:

- (a) whilst Avon Grange is the Proprietor or Occupier of any of the Lots it is not prevented from displaying any placards, signs or advertisements relating to the sale or lease of the Lots or any part of the Lots; and
- (b) the Proprietor or Occupier of that part of Lot S2 that may be used for a hotel business and associated facilities is not prevented from installing any signage in relation to any hotel business operated from any part of Lot S2.

6. **Balconies, Patios, Exterior Building Surfaces and External Appearance**

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

- (a) hang clothes, store bicycles or other articles on the balconies, exteriors of the Lots or on any Common Property except in areas designated by the Owners Corporation;
- (b) store or keep on the Common Property or any part thereof any material 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;
- (c) install any flywire screen, security doors or any other exterior fixture or fitting without first obtaining the written permission of the Owners Corporation and provided the consent complies with the standards of the Owners Corporation provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any Lots in the Plan of Subdivision;
- (d) keep any plants, planter boxes or pots on any balcony that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size of the 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 the Lots by the Occupiers of those Lots;

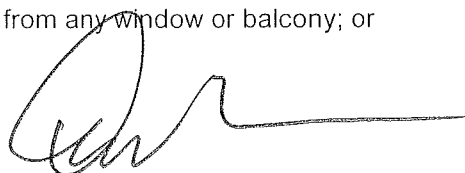


As Chairperson



as Secretary

- (e) cause disturbance or interference to other Lots when watering any plants or planter boxes or cleaning any balcony and if there is a dispute as to whether the Member or Occupier is causing a disturbance or interference, the Owners Corporation may refer the matter to a structural engineer or other relevant consultant at the cost of the Member to make a determination as to whether the watering is causing a disturbance or interference;
- (f) construct or erect any sheds, kennels, spas or hot tubs or structures of any nature or description on any balcony or terrace or other items which may be of a weight that may adversely affect the balcony or terrace without obtaining the prior written consent of the Owners Corporation and complying with all building regulations and planning laws;
- (g) without the prior consent of the Owners Corporation, install any airconditioning units or condensers of airconditioning units on any balcony provided that this rule will not apply in respect of the airconditioning units installed on the balconies as part of the Development or to Avon Grange whilst it is the Proprietor or Occupier of any Lots in the Plan of Subdivision;
- (h) fail to maintain and keep in good repair any permitted structures on any balcony that is visible from outside of the Lot and without limiting the generality of the foregoing, the Proprietor must ensure that the airconditioning units are maintained in good condition and repair;
- (i) construct or erect any outside wireless television aerial, skydish receivers, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation provided that this rule does not apply to Avon Grange whilst it is the Proprietor of any of the Lots in the Plan of Subdivision;
- (j) install aerials, transmitters or telecommunications devices provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (k) erect any external blinds or awnings without the prior written consent of the Owners Corporation provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (l) hang curtains or install any other window furnishings visible from outside the Lot unless they are of a type and have a backing of a colour that has been approved by the Owners Corporation provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (m) install any window tinting without having the colour and design or same approved in writing by the Owners Corporation provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (n) without the prior consent of the Owners Corporation maintain anything inside a Lot which when viewed from the outside the Lot is not in keeping with the rest of the Development provided that this rule does not apply to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (o) operate or permit to be operated any device or electronic equipment which interferes with any appliance or equipment lawfully in use on the Common Property, another Lot or any part of the Development;
- (p) throw any object from any window or balcony; or



As Chairman



As Secretary

- (q) when on a balcony use language or behave in a manner that may cause offence or embarrassment to other Members or Occupiers of other Lots or to any person using the Common Property.

7. **Rubbish**

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

- (a) deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the Common Property except in the chute and receptacle designated by the Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
- (b) throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts, or other substance whatsoever out of the windows, doors, down the staircase or from the balconies;
- (c) refuse to bear the cost of cleaning and repair caused by a breach of this rule; or
- (d) leave or fail to clean up any refuse which is dropped or spilled on the Common Property or fail to notify the Owners Corporation if refuse is spilled or dropped.

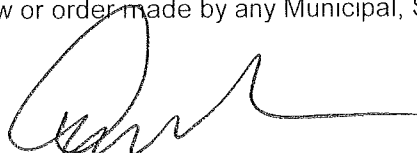
8. **Mail Boxes**

A Member must or must ensure that the Occupier of a Member's Lot regularly clears the mail box allocated to that Lot on the Common Property so that there is no build up of mail, deliveries, correspondence, advertisements, flyers, or any other items in the mail box.


9. **Damage and Repairs**

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

- (a) damage, deface or obstruct in any way or for any purpose whatsoever any pathway, stairway or any other Owners Corporation property located on, in or attached to the Common Property provided that if the Owners Corporation expends money to make good the damage caused by any Member or Occupier or their invitees, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Member at the time the damage occurred;
- (b) fail to properly inform the Owners Corporation within 24 hours of any damage to the Property which may be the subject of a claim against the Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for the work being undertaken;
- (d) interfere with or attempt to interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment including but not limited to all pedestrian entrances, lifts, car park entrances, lighting, fire controls, landscaping and structures including the sprinkler system and any facility control or equipment;
- (e) commit, perform or cause in any manner any act on the lots or the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, by-law or order made by any Municipal, Statutory Government, or



As Chairperson



As Secretary

other Authority authorised by law to make such regulations, permits, by-law or order or issue such permits; or

- (f) use any water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided that any costs or expenses resulting from damage or blockage to such water, apparatus, waste pipes or drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of an Occupier or an invitee of the Member or Occupier.

10. Fire Control

- (a) A Member must not and must ensure that an Occupier of a Member's Lot does not interfere with or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of charges for false alarms or making good any damage from the Member.
- (b) The Owners Corporation or a Member must in respect of the Development or their Lot as appropriate:
 - (i) consult with any Government Agency as to an appropriate fire alarm and fire sprinkler system for the Development or the Lots;
 - (ii) ensure the provision of all adequate equipment to prevent fire or spread of fire in or from the Development or the Lots to the satisfaction of all Government Agencies; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Development or the Lots.

11. Security

- (a) Each Member and Occupier must comply with the reasonable requirements of the Manager regarding the security of the Common Property.
- (b) The Owners Corporation must take all reasonable steps to ensure the security of the Development from intruders and to preserve the safety of the Development from other fire hazards and it considers necessary or desirable which, without limitation, includes:
 - (i) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) permit to the exclusion of the Members any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - (iii) restrict access of Members of Lots in one level of the Development to any other level of the Development.
- (c) The Owners Corporation may make rules and regulations to ensure the security of the Development from intruders.
- (d) If the Owners Corporation restricts the access of Members under these rules, the Owners Corporation must make available to each Member free of charge the number of security keys that the Owners Corporation considers



reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional security key required by a Member.

- (e) A Member must exercise a high degree of caution and responsibility in making a security key available for use by an Occupier of a Lot including without limitation entering into an appropriate agreement in any lease or licence of the Lot to ensure the return of the security key to the Member or the Manager on the expiry of the lease or licence.
- (f) A Member in possession of a security key:
 - (i) must not duplicate or permit the security key to be duplicated; and
 - (ii) must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.
- (g) A Member must promptly notify the Manager if a security key is lost or destroyed.
- (h) If a security key is lost, damaged or destroyed, the Member must pay the costs associated with the provision by the Manager of a replacement security key.

12. Use of Lifts

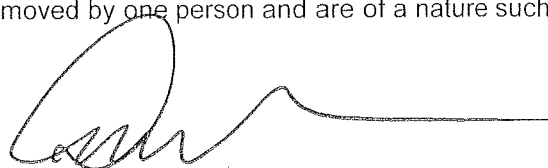
A Member must not and must ensure that the Occupier of a Member's Lot does not:


- (a) use any lifts for any other purpose other than to gain access to his or her Lot as directed by the Owners Corporation;
- (b) use the lifts not in accordance with the operating instructions of the lift supplier or regulations made by the Owners Corporation with respect to the use of lifts;
- (c) use the lifts in any way as to interfere with any other Member's or Occupier's Use;
- (d) hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time so as to interfere with the normal operation of or the other Member's use of the lifts;
- (e) press the alarm or stop buttons except in an emergency situation;
- (f) press any buttons other than the one representing the floor or level that the lift is required to stop at; or
- (g) use the lift for moving furniture, fixtures or equipment into or out of a Lot without first having obtained the consent of the Owners Corporation and by observing the specific instructions of the Owners Corporation.

13. Relocations, Deliveries, Tradesmen

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

- (a) give less than 24 hours notice to the Owners Corporation or its representative before any fixture, fitting or equipment may be moved into or out of any Lot and the moving of the same must be done in a manner and at the time directed by a representative of the Owners Corporation provided that nothing herein shall:
 - (i) restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that


As Chairman


As Secretary

damage will not be occasioned to any items of Common Property or of the property belonging to another Member or Occupier of another Lot; or

- (ii) restrict the movement by Avon Grange of any fixture, fitting or equipment onto any Lot or Common Property.
- (b) damage, obstruct or interfere with the stairways, corridors or any other part of the Common Property when moving in or out of any Lot;
- (c) arrange for tradespersons (except in emergencies) to perform works except during the hours of 8:00am to 6:00pm weekdays (excluding public holidays) and with the supervision of and at the sole responsibility of the Member so arranging provided that this rule does not apply to Avon Grange; or
- (d) arrange for deliveries of any kind or nature unless the Member or its designee is at or on the Development to accept or arrange for the same at the Member's or Occupier's sole cost and responsibility.

14. **Notification**

Each Member must advise the Manager of an out of normal business hours contact address and telephone number for them or for the lessee or Occupier of a Member's lot and must promptly advise the Manager of any change in address or telephone number.

15. **Behaviour of Invitees**

A Member must not and must ensure that the Occupier of a Member's Lot and all of their respective invitees of any kind and for any purpose do not:

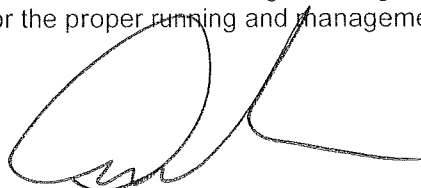
- (a) behave in a manner likely to interfere with the peaceful enjoyment of the owner or Occupier of another Lot or of any person lawfully using the Common Property;
- (b) fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it or caused by any such owner, occupier or their invitees; or
- (c) fail to inform and require compliance with all Owners Corporation Rules and Regulations by any Occupier, or invitee coming onto the Member's Lot or the Common Property with the consent or approval (actual or implied) of such Member or Occupier.

16. **Window Cleaning**

- (a) A Member must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or any balcony within their Lot or for the purposes of cleaning and maintaining such windows.
- (b) A Member must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.

17. **General**

- (a) The Owners Corporation may employ for and on behalf of the Owners Corporation such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper running and management of the Development.



As chairperson



As Secretary

(b) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to any of the Members or Occupiers of a Member's Lot:

- (i) window cleaning
- (ii) garbage disposal and recycling;
- (iii) electricity, water and gas supply;
- (iv) fire control services;
- (v) pay tv; and
- (vi) telecommunications facilities.

18. **Compliance by Tenant or Occupier**

- (a) A Member must ensure that all reasonable steps are taken to ensure that a tenant and invitee of a Lot complies with these rules.
- (b) A Member must ensure that any tenancy agreement or lease entered into includes a copy of these rules and all necessary terms and conditions are included in such tenancy agreement or lease to ensure compliance with these rules by the tenant or occupant under the tenancy agreement or the lease.

19. **Consequences of breach**

If a Member or Occupier breaches these Rules, the Member must:

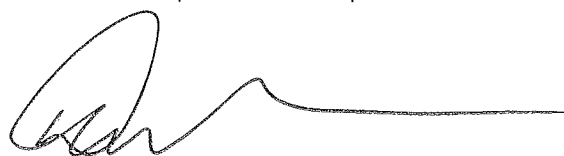
- (a) remedy the breach, and where the breach is incapable of remedy pay compensation;
- (b) pay to the Owners Corporation an amount equal to all costs liabilities loss or damage suffered or incurred by the Owners Corporation (**Loss**); and
- (c) indemnify the Owners Corporation against Loss.

20. **Services from Hotel Business**

- (a) The services available to guests or visitors of the hotel business and hospitality business are not available to the Members or Occupiers of a Member's Lot.
- (b) The Members or Occupiers of the Member's Lots are not entitled to use any of the facilities on Lot S2 unless an agreement has been entered into by the Proprietor or Occupier of Lot S2 with the Owners Corporation.


21. **Use of Recreational Facilities**

- (a) A Member or Occupier of a Member's Lot may only use the Recreational Facilities if an agreement has been entered into by the Proprietor or Occupier of Lot S2 with the Owners Corporation permitting the use of the Recreational Facilities by the Members and the Occupiers of a Member's Lot on the terms and conditions set out in the agreement.
- (b) A Member must and must ensure that the Occupier of a Member's Lot strictly complies with and adheres to any rules and regulations in relation to the use of the Recreational Facilities as set out in any agreement entered into by the Owners Corporation or with the Proprietor or Occupier of Lot S2 or as may be



imposed by the Proprietor or Occupier of Lot S2 or the Owners Corporation
from time to time.

INFORMATION ONLY


As Chairperson


As Secretary

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

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

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

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.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

(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.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

Further information

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

Management of an owners corporation

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

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

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation (No. 1) Plan No. 600940
284-288 Spencer Street, MELBOURNE

This certificate is issued for Lot 92 in Owners Corporation (No. 1) Plan No. 600940 the postal address of which is 92 / 284-288 Spencer Street, MELBOURNE, 3000.

Applicant for the certificate is: Langwarrin Conveyancing Services

Address for delivery of certificate: PO Box 4011, LANGWARRIN VIC 3910.

Date that the application was received: 06/03/2024

The information in this certificate is issued on 21/03/2024.

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

1. The current Administration Fund fees for the above lot are \$29.46 per quarter and the current Maintenance Fund fees are \$5.23 per quarter.
2. The fees are paid up until 31/12/2022 in part.
3. The unpaid fees now total \$197.79.
4. The following special fees or levies have been struck and are payable on the dates indicated below - nil.
5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above -

Non-compliant cladding

This property comprises of two Owners Corporations. Owners Corporation 1 includes all lots (carpark lots, commercial lots, residential lots and the associated common property) and Owners Corporation 2 includes the residential lots and associated common property.

The Owners Corporation was served with a Building Order, to remove the non-compliant cladding on the property completely or to an extent that meets the requirements of the Building Code of Australia. Advice obtained by the OC suggests that the cladding is partially located in common property 1 and partially in the private property of the commercial and residential lots.

The property was selected by the State Government agency, Cladding Safety Victoria (CSV), to be a beneficiary of funding to replace the cladding to the residential component of the building only (including funding for the building surveyor, architect and project manager), with the Hotel Operator required to cover the cost of replacing its own cladding. A contract for the works was entered into with Building Engineering Pty Ltd and **all works have been completed.**

The funding agreement with CSV was subject to a number of conditions, including:

- The OC and the lot owners were required to bring legal action against the builder, LU Simon, and concurrent wrong-doers for their role in the installation of the non-compliant cladding. Since 2019 the OC has been pursuing the claim and recently, the claim was subrogated by the State of Victoria. The OC had made additional claims against LU Simon and ors which were recently settled.

The matter is now largely finalised, with the OC likely to seek some contribution of its legal (and otherwise) costs in bringing the legal action from the State of Victoria.

Maintenance Plan / Maintenance Fund

There are several major maintenance items at the property, such as access control works and smoke alarm replacement works that involve considerable expense. If the funds held in the Maintenance Fund are found to be insufficient then levies may be required to cover any shortfall. Decisions are yet to be made in this respect.

In addition to the above proposal(s) and/or quotation(s) and/or contract(s), and/or any works currently being undertaken by the Owners Corporation, further costs may be incurred and/or levies may be raised if further expenses arise, the scope-of-works is changed and alternative quotations are obtained at a later date or as the Owners Corporation may decide.

6. The Owners Corporation presently has the following insurance cover

Company	CHU Underwriting Agencies
Policy No.	CS0006095192
Kind of Policy	Commercial
Buildings	114,742,824
Public Liability	20,000,000
Buildings covered	All
Renewal date	09/10/2024

7. Owners Corporation No.1. is required to arrange insurance cover under section 63 of the Act.
8. The Owners Corporation as at 31/12/2023 held a surplus in funds in the order of \$515,700.00 being a surplus in the General Fund in the order of \$222,600.00 and a surplus in the Maintenance Fund in the order of \$293,100.00.
9. The Owners Corporation has not any liabilities not otherwise shown in other parts of this certificate.
10. The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property except:
- CitiPower Lease Agreement
 - Balcony Projection Lease Agreement
 - Melbourne City Council Parking Agreement.
11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except:

See item 5 above regarding non-compliant cladding.

A copy of the order is available upon request.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings, except:
 - to recover the debts of members in arrears should significant arrears arise, and
 - see item 5 above regarding non-compliant cladding.
14. The Owners Corporation has appointed, or has resolved to appoint a manager as follows -

Binks & Associates
PO Box 67
SURREY HILLS VIC 3127
15. No proposal has been made for the appointment of an administrator.
16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.
17. The rules of the Owners Corporation are the Additional Rules in addition to the Model Rules, which are both attached.

Attachments: OC Seal
Minutes: 09/03/2023 (M10161798)
Additional rules OC 1
Model Rules OC Regulations 2018
OC Regs 2018, Statement of Advice for Prospective Purchasers

The common seal of the Owners Corporation was affixed and witnessed by the authorised representative of the registered manager Binks & Associates Pty Ltd in accordance with Section 21(2A)(a) of the Owners Corporation Act 2006 (as amended).



A. M. [Signature]
Signature

ANGIE MERCIÉCA
Name

21/03/2024
Date

INFORMATION ONLY

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION (NO. 1) PLAN NO. 600940 (284-288 Spencer Street, MELBOURNE)** HELD ATLANTIS HOTEL, LEVEL 4, 300 SPENCER STREET, MELBOURNE, ON THURSDAY, 9TH MARCH, 2023 AT 5.30 PM (concurrently with the AGM for OC 2)

PRESENT: Mr D Segman representing Avon Grange Pty Ltd (lots 1-58, 106, 107, S2 and lot A)
Mr B Calfapietra (lots 67 and 3102)
Mr M Burgess (lot 1904)
Ms C Wu (lots 62 & 2001)
Mr D Todd (lot 2012)
Ms H Song (lot 2111)
Mr L Button (lot 2210)
Mr D Knight (lot 2512)
Ms S Ostermann (lot 2906)
Mr B & Mrs S Ryan (lots 91 & 3001)
Mr B Devanny (lot 3008)
Mrs N Donoghue (lot 3107)
Ms R Gunther (lot 3404)
Mr T Seymour (lot 3409)
Ms Anita Beckman (representing Anita Beckman Pty Ltd, lot 3605), accompanied by Mr G Swift.
Ms N Brukarz (as proxy for lots 94, 2108, 2203, 2204, 2205, 2209, 2213, 2701, 3209 & 3405).

In attendance Ben Commerford & Sharon Howard representing Binks & Associates Pty Ltd, manager of the Owners Corporation.

PROXIES: Avon Grange Pty Ltd (lots 1-58, 106, 107 and lot A) appointed Mr D Segman as its proxy. Avon Grange Pty Ltd (lot S2) appointed Mr A Segman to represent it on the committee.

N Brkljaca & M Hamind Wahab (lot 2610), Mr D Carroll (lots 90 & 2902) & U Reddy (lots 2004, 2604 & 2612), Mr S Kim (lots 63 & 3009) appointed as Ms Ruth Gunther as their proxy.

Nay Myo Bo (lot 2108), Mr D & Mrs M Grunfeld (lot 2203), Ms F Perahia (lots 2204 & 2205), Mr A Brukarz (lot 2209), H Kum (lot 2213), Mr A Mattaliano (lot 2701), Ms Fiona Powell (lots 94 & 3209) & Kyando P/L & Narp Investments P/L (lot 3405) appointed as Ms Nurit Burkarz as their proxy.

Ms S Banfield (lot 2505) & Mr Stephen Bolt (Lot 2913) & appointed Mr Ben Commerford as their proxy.

Mr William Donoghue (lot 3107) appointed Mrs Nelly Donghue as his proxy.

QUORUM: Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.

VOTING: All lots represented were financial and entitled to vote on all resolutions.

CHAIRPERSON: Resolved that Ben Commerford be appointed to chair the meeting.

MINUTES: Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting, with one change:

i) Under "PRESENT" - Mr B Calfapietra (lots 67 and 3102).

INTERIM RESOLUTIONS: Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.

FINANCES: Resolved to receive and adopt the audited Statements of Financial Performance and the Statements of Financial Position for the year ended 31/12/2021 & 31/12/2022.

The Owners Corporation held members' funds of \$510,542.84 as at 31/12/2021, comprised of \$125,346.17 in the General Fund and \$385,196.67 in the Maintenance Fund. It was noted that the Maintenance Plan called for \$185,874.89 to be available as at 31/12/2021.

The Owners Corporation held members' funds of \$485,175.69 as at 31/12/2022, comprised of \$228,799.63 in the General Fund and \$256,376.06 in the Maintenance Fund. It was noted that the Maintenance Plan called for \$174,399.55 to be available as at 31/12/2022.

COMMITTEE:

Resolved that the following eight members be elected to serve as committee until a new committee is elected:

Mr Button (lot 2210), Ms Brukarz (lot 2209), Mr Calfapietra (lot 3102), Mrs Donghue (lot 3107), Ms Gunther (lot 3404), Ms Beckman (lot 3605), Mr D Segman (lot A) & Mr A Segman (lot S2).

Under the Owners Corporations Act 2006, committee members must elect a chairperson and a secretary. It was noted that these positions will be filled at committee's first meeting.

A vote of thanks was put forward to the outgoing Chairperson, Mr Lance Button, for all of the hard work completed, particularly in relation to the replacement of the cladding.

INSURANCES:

Resolved that the present covers of \$109,278,880 for buildings, \$1,092,789 for common contents, \$20,000,000 for public liability, \$1,000,000 for office bearers' liability, \$16,391,832 for catastrophe cover and \$500,000 for machinery breakdown appear adequate for the risk factors of the development.

Resolved that committee will consider updating the valuation in line with the requirements of the legislation.

It was resolved that the OC obtain proposal(s) at renewal based on indexed covers in between insurance valuations.

The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members.

The Owners Corporation's insurances do not cover contents (some examples of which include, carpets, floating timber floors, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

ADMINISTRATION FUND:

Resolved to adopt a decreased annual fund of \$406,400.00 to service estimated expenses for the year ending 31/12/2023 (refer to table below), and for the period to follow, until a new annual fund is adopted.

Insurances	170,000.00
Public light & power	30,000.00
Management fees	21,000.00
Waste disposal	66,000.00
Essential services	35,000.00
Waste chute (service, unblock, sanitise, odour control)	15,000.00
Professional fees (audit, tax return, BAS)	3,300.00
Water usage	1,100.00
Repairs, Replacements & General Expenses	65,000.00
Total budget	\$406,400.00

Resolved that contributions to this fund will decrease to \$23.57 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

Lot	Charge	Lot	Charge	Lot	Charge
1	29.45	106	29.45	2613	471.35
2	29.45	107	29.45	2701	471.35
3	29.45	1901	471.35	2702	353.50
4	29.45	1902	353.50	2703	294.60
5	29.45	1903	294.60	2704	294.60
6	29.45	1904	294.60	2705	294.60
7	29.45	1905	294.60	2706	353.50
8	29.45	1906	353.50	2707	353.50
9	29.45	1907	353.50	2708	294.60
10	29.45	1908	294.60	2709	353.50
11	29.45	1909	353.50	2710	294.60
12	29.45	1910	294.60	2711	294.60
13	29.45	1911	294.60	2712	294.60
14	29.45	1912	294.60	2713	471.35
15	29.45	1913	471.35	2801	471.35
16	29.45	2001	471.35	2802	353.50
17	29.45	2002	353.50	2803	294.60
18	29.45	2003	294.60	2804	294.60
19	29.45	2004	294.60	2805	294.60
20	29.45	2005	294.60	2806	353.50
21	29.45	2006	353.50	2807	353.50
22	29.45	2007	353.50	2808	294.60
23	29.45	2008	294.60	2809	353.50
24	29.45	2009	353.50	2810	294.60
25	29.45	2010	294.60	2811	294.60
26	29.45	2011	294.60	2812	294.60
27	29.45	2012	294.60	2813	471.35
28	29.45	2013	471.35	2901	471.35
29	29.45	2101	471.35	2902	353.50
30	29.45	2102	353.50	2903	294.60
31	29.45	2103	294.60	2904	294.60
32	29.45	2104	294.60	2905	294.60
33	29.45	2105	294.60	2906	353.50
34	29.45	2106	353.50	2907	353.50
35	29.45	2107	353.50	2908	294.60
36	29.45	2108	294.60	2909	353.50
37	29.45	2109	353.50	2910	294.60
38	29.45	2110	294.60	2911	294.60
39	29.45	2111	294.60	2912	294.60
40	29.45	2112	294.60	2913	471.35
41	29.45	2113	471.35	3001	883.75
42	29.45	2201	471.35	3002	589.15
43	29.45	2202	353.50	3003	589.15
44	29.45	2203	294.60	3004	589.15
45	29.45	2204	294.60	3005	353.50
46	29.45	2205	294.60	3006	294.60
47	29.45	2206	353.50	3007	294.60
48	29.45	2207	353.50	3008	294.60
49	29.45	2208	294.60	3009	471.35
50	29.45	2209	353.50	3101	883.75
51	29.45	2210	294.60	3102	589.15
52	29.45	2211	294.60	3103	589.15
53	29.45	2212	294.60	3104	589.15
54	29.45	2213	471.35	3105	353.50
55	29.45	2301	471.35	3106	294.60
56	29.45	2302	353.50	3107	294.60
57	29.45	2303	294.60	3108	294.60
58	29.45	2304	294.60	3109	471.35
59	29.45	2305	294.60	3201	883.75
60	29.45	2306	353.50	3202	589.15

Lot	Charge	Lot	Charge	Lot	Charge
61	29.45	2307	353.50	3203	589.15
62	29.45	2308	294.60	3204	589.15
63	29.45	2309	353.50	3205	353.50
64	29.45	2310	294.60	3206	294.60
65	29.45	2311	294.60	3207	294.60
66	29.45	2312	294.60	3208	294.60
67	29.45	2313	471.35	3209	471.35
68	29.45	2401	471.35	3301	883.75
69	29.45	2402	353.50	3302	353.50
70	29.45	2403	294.60	3303	294.60
71	29.45	2404	294.60	3304	294.60
72	29.45	2405	294.60	3305	294.60
73	29.45	2406	353.50	3306	353.50
74	29.45	2407	353.50	3307	353.50
75	29.45	2408	294.60	3308	294.60
76	29.45	2409	353.50	3309	353.50
77	29.45	2410	294.60	3401	883.75
78	29.45	2411	294.60	3402	353.50
79	29.45	2412	294.60	3403	294.60
80	29.45	2413	471.35	3404	294.60
81	29.45	2501	471.35	3405	294.60
82	29.45	2502	353.50	3406	353.50
83	29.45	2503	294.60	3407	353.50
84	29.45	2504	294.60	3408	294.60
85	29.45	2505	294.60	3409	353.50
86	29.45	2506	353.50	3501	883.75
87	29.45	2507	353.50	3502	353.50
88	29.45	2508	294.60	3503	294.60
89	29.45	2509	353.50	3504	294.60
90	29.45	2510	294.60	3505	294.60
91	29.45	2511	294.60	3506	353.50
92	29.45	2512	294.60	3507	353.50
93	29.45	2513	471.35	3508	294.60
94	29.45	2601	471.35	3509	353.50
95	29.45	2602	353.50	3601	589.15
96	29.45	2603	294.60	3602	353.50
97	29.45	2604	294.60	3603	589.15
98	29.45	2605	294.60	3604	412.40
99	29.45	2606	353.50	3605	294.60
100	29.45	2607	353.50	3606	353.50
101	29.45	2608	294.60	3607	353.50
102	29.45	2609	353.50	3608	294.60
103	29.45	2610	294.60	A	2651.20
104	29.45	2611	294.60	S2	20443.70
105	29.45	2612	294.60		

MAINTENANCE
FUND:

Resolved to establish a fund of \$70,848.87 for the year ending 31/12/2023 to service projected Maintenance Fund expenses.

Lot	Charge	Lot	Charge	Lot	Charge
1	5.15	106	5.15	2613	82.15
2	5.15	107	5.15	2701	82.15
3	5.15	1901	82.15	2702	61.65
4	5.15	1902	61.65	2703	51.35
5	5.15	1903	51.35	2704	51.35
6	5.15	1904	51.35	2705	51.35
7	5.15	1905	51.35	2706	61.65
8	5.15	1906	61.65	2707	61.65
9	5.15	1907	61.65	2708	51.35
10	5.15	1908	51.35	2709	61.65
11	5.15	1909	61.65	2710	51.35
12	5.15	1910	51.35	2711	51.35
13	5.15	1911	51.35	2712	51.35
14	5.15	1912	51.35	2713	82.15
15	5.15	1913	82.15	2801	82.15
16	5.15	2001	82.15	2802	61.65
17	5.15	2002	61.65	2803	51.35
18	5.15	2003	51.35	2804	51.35
19	5.15	2004	51.35	2805	51.35
20	5.15	2005	51.35	2806	61.65
21	5.15	2006	61.65	2807	61.65
22	5.15	2007	61.65	2808	51.35
23	5.15	2008	51.35	2809	61.65
24	5.15	2009	61.65	2810	51.35
25	5.15	2010	51.35	2811	51.35
26	5.15	2011	51.35	2812	51.35
27	5.15	2012	51.35	2813	82.15
28	5.15	2013	82.15	2901	82.15
29	5.15	2101	82.15	2902	61.65
30	5.15	2102	61.65	2903	51.35
31	5.15	2103	51.35	2904	51.35
32	5.15	2104	51.35	2905	51.35
33	5.15	2105	51.35	2906	61.65
34	5.15	2106	61.65	2907	61.65
35	5.15	2107	61.65	2908	51.35
36	5.15	2108	51.35	2909	61.65
37	5.15	2109	61.65	2910	51.35
38	5.15	2110	51.35	2911	51.35
39	5.15	2111	51.35	2912	51.35
40	5.15	2112	51.35	2913	82.15
41	5.15	2113	82.15	3001	154.05
42	5.15	2201	82.15	3002	102.70
43	5.15	2202	61.65	3003	102.70
44	5.15	2203	51.35	3004	102.70
45	5.15	2204	51.35	3005	61.65
46	5.15	2205	51.35	3006	51.35
47	5.15	2206	61.65	3007	51.35
48	5.15	2207	61.65	3008	51.35
49	5.15	2208	51.35	3009	82.15
50	5.15	2209	61.65	3101	154.05
51	5.15	2210	51.35	3102	102.70
52	5.15	2211	51.35	3103	102.70
53	5.15	2212	51.35	3104	102.70
54	5.15	2213	82.15	3105	61.65
55	5.15	2301	82.15	3106	51.35
56	5.15	2302	61.65	3107	51.35
57	5.15	2303	51.35	3108	51.35
58	5.15	2304	51.35	3109	82.15
59	5.15	2305	51.35	3201	154.05
60	5.15	2306	61.65	3202	102.70

Lot	Charge	Lot	Charge	Lot	Charge
61	5.15	2307	61.65	3203	102.70
62	5.15	2308	51.35	3204	102.70
63	5.15	2309	61.65	3205	61.65
64	5.15	2310	51.35	3206	51.35
65	5.15	2311	51.35	3207	51.35
66	5.15	2312	51.35	3208	51.35
67	5.15	2313	82.15	3209	82.15
68	5.15	2401	82.15	3301	154.05
69	5.15	2402	61.65	3302	61.65
70	5.15	2403	51.35	3303	51.35
71	5.15	2404	51.35	3304	51.35
72	5.15	2405	51.35	3305	51.35
73	5.15	2406	61.65	3306	61.65
74	5.15	2407	61.65	3307	61.65
75	5.15	2408	51.35	3308	51.35
76	5.15	2409	61.65	3309	61.65
77	5.15	2410	51.35	3401	154.05
78	5.15	2411	51.35	3402	61.65
79	5.15	2412	51.35	3403	51.35
80	5.15	2413	82.15	3404	51.35
81	5.15	2501	82.15	3405	51.35
82	5.15	2502	61.65	3406	61.65
83	5.15	2503	51.35	3407	61.65
84	5.15	2504	51.35	3408	51.35
85	5.15	2505	51.35	3409	61.65
86	5.15	2506	61.65	3501	154.05
87	5.15	2507	61.65	3502	61.65
88	5.15	2508	51.35	3503	51.35
89	5.15	2509	61.65	3504	51.35
90	5.15	2510	51.35	3505	51.35
91	5.15	2511	51.35	3506	61.65
92	5.15	2512	51.35	3507	61.65
93	5.15	2513	82.15	3508	51.35
94	5.15	2601	82.15	3509	61.65
95	5.15	2602	61.65	3601	102.70
96	5.15	2603	51.35	3602	61.65
97	5.15	2604	51.35	3603	102.70
98	5.15	2605	51.35	3604	71.90
99	5.15	2606	61.65	3605	51.35
100	5.15	2607	61.65	3606	61.65
101	5.15	2608	51.35	3607	61.65
102	5.15	2609	61.65	3608	51.35
103	5.15	2610	51.35	A	462.20
104	5.15	2611	51.35	S2	3564.00
105	5.15	2612	51.35		

REPORTS:

Maintenance plan

The Owners Corporation has a maintenance plan as defined under the Owners Corporations Act 2006. The maintenance plan was prepared by Roscon in September 2017. The costs incurred by the OC in the Maintenance Fund are listed in the financial statements for the Owners Corporation.

Valuation of buildings

A copy of the last valuation (dated 13/11/19) had been sent to committee members.

Committee's report

Mr Button provided a verbal report on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes. A report from the Chairperson will be sent to all lot owners in due course.

Manager's report

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2022. A detailed Manager's report will be sent to the lot owners shortly.

Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for \$5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution

No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

ESSENTIAL SERVICES:

Essential building services and safety

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Owners of non-residential (occupiable) lots are reminded that it is their responsibility to ensure that all essential services located within their lot (including smoke alarms; fire extinguishers; hydrants and hose reels; fire doors; emergency lighting; exit signs and exit doors; smoke doors and smoke vents; paths of travel to exits; penetrations in fire-rated structures and any other fire safety matter which is required by the Act or regulations and the relevant building surveyor designates on the occupancy permit or otherwise determines in writing) are maintained as required.

Smoke (fire) detectors

Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Public lighting

Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

MAINTENANCE:

Caretaking

It was noted that the caretaking service at the property is provided by Atlantis Hotel and a scope of works will be provided to the committee in due course.

Waste collection costs

It was noted that waste collection had increased drastically and that the manager had obtained two alternative quotes (and one after the meeting), all of which are more expensive than the current costs. Resolved that the manager will liaise with the current contractor and ask for a more competitive rate, perhaps over a longer term contract, or other suitable arrangement.

Additional fees

The provision of service in relation to cladding works (and associated legal works) and non-routine items is not part of our duties for which we receive a fixed fee under the Contract of Appointment. We will apply hourly charges for all our work in relation to such matters. Unless specific additional requests are made by the Owners Corporation, no site visits will be made and the tasks undertaken by us will be limited to the correspondence, obtaining quotations, raising levies and payment of accounts under the instructions of the Owners Corporation.

GENERAL BUSINESS:

Costs incurred by the Owners Corporation

The Owners Corporation previously resolved that all costs incurred by the Owners Corporation in connection with a breach of the Owners Corporations Act 2006 by a lot or service required by a lot are to be passed on to the relevant lot. Should the matter go to VCAT the Owners Corporation will seek to recover such costs as provided by the Act, or as damages.

Interest

The meeting noted that interest CAN be charged on any overdue amount payable by a lot owner to the owners corporation under the Owners Corporations Act 2006. Resolved that interest is to be charged to lots with arrears as determined by the committee or manager, at the maximum available rate.

Debt recovery

It was noted that there are a number of lot owners in arrears and it was resolved that the OC will forthwith pursue lot owners in arrears more vigorously.

Cladding update / legal case

Resolved that the legal update provided by Hall & Wilcox be sent to all lot owners.

Further resolved that the rationale used by CSV to determine how the replacement of one section of a fin in the common property would not be covered by CSV, will be provided to lot owners in due course.

CCTV

Resolved that the Manager will provide the policy on the security footage for committee to review.

AGM

It was resolved that moving forward the AGM will be held in March of every year. It was noted that members present were critical of the AGM being held late and the manager acknowledged its role in the delay.

Frequency of communication with lot owners

It was noted that the lot owners present will prefer to receive updates on a more frequent basis from the Owners Corporation and committee agreed to do this.

There being no further business the meeting closed at 7.15pm.

.....
Chairperson

Definitions:

The word "resolved" means either agreement without dissent or agreement by a majority of votes.

The word "Act" means the Owners Corporations Act 2006 (as amended).

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporations
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: **HOLDING REDLICH**

Name: **LISA CODY**

Phone: **(03) 9321 9871**

Address: **350 WILLIAM ST, MELBOURNE 3000**

Reference: **26 07 0098**

Customer Code: **980J**

Owners Corporation Number **1** Plan number **PS600940E**

Supplied with this notification is:

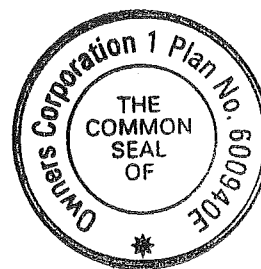
1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 23 October 2009 Under Section 138 of the Owners Corporations Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: Holding Redlich 23 October 2009

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

Holding Redlich

Executed by Owners Corporation No PS600940E by affixing the common seal in accordance with section 21 of the Owners Corporations Act 2006 in the presence of Danny Sohar Segman as director of Avon Grange Pty Ltd ACN 052 923 207, the sole owner of all lots on plan of subdivision PS600940E



Witness [Signature]

Full name DANNY SEGMAN

Address 300 SPENCER ST

Melb 3000

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

OWNERS CORPORATION NO. 1 PLAN OF SUBDIVISION PS600940E

ADDITIONAL RULES OF THE OWNERS CORPORATION

Notes

- These rules are made by Owners Corporation No. 1 Plan No. PS600940E for Atlantis and will apply to all members of Owners Corporation No. 1.
- Any rules in the model rules set out in Schedule 2 *Owners Corporations Regulations 2007 (Vic) (Model Rules)* that are not covered by these rules will also apply to the Owners Corporation.
- These rules must be read in conjunction with the *Owners Corporations Regulations 2007 (Vic)* or such other regulations made from time to time under the *Owners Corporations Act 2006 (Vic)* or the *Subdivision Act 1998 (Vic)* which provide for the general duties of members, meetings and administration of the owners corporations, insurance and other matters.
- It is each member's legal responsibility to inform any occupier of his or her lot of the Model Rules and these rules.
- At any and all places in these rules where it refers to the Owners Corporations, it may also mean a committee of the management of the Owners Corporation or an Owners Corporation Manager that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules of the Owners Corporation.

1. Interpretations/Definitions

In these rules, unless the context clearly indicates otherwise:

Act means the *Owners Corporations Act 2006 (Vic)*;

Avon Grange means Avon Grange Pty Ltd ACN 052 923 207, the developer of the Development;

Balcony Projection Lots means lots 1901 – 1906, 2001 – 2006, 2101 – 2106, 2201 – 2206, 2301 – 2306, 2401 – 2406, 2501 – 2506, 2701 – 2706, 2801 – 2806, 2901 – 2906, 3001 – 3003, 3101 – 3103, 2201 – 3203, 3301 – 3303, 3401 – 3403, 3501 – 3503, and 3601 – 3603 inclusive on the Plan of Subdivision.

Building means all and any buildings, structures or improvements comprised in the Development;

Common Property means common property No.1 shown as Common Property No.1 on the Plan of Subdivision;

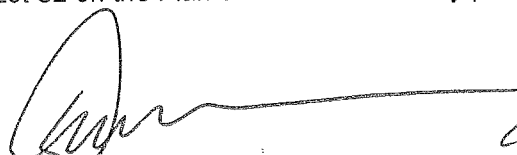
Development means all the land and improvements comprised in the Plan of Subdivision and known as Atlantis and situated at 288-300 Spencer Street, Melbourne;


Hotel Car Parks means Lots 1-58 inclusive on the Plan of Subdivision or any part of those Lots;

Lot A means Lot A on the Plan of Subdivision or any part of that Lot;

Lot(s) means a lot or lots shown on the Plan of Subdivision;

Lot S2 means Lot S2 on the Plan of Subdivision or any part of that Lot;


as Chairperson


as Secretary

Manager means the manager appointed from time to time by the Owners Corporation pursuant to section 119 of the Act;

Member means a member of the Owners Corporation;

Model Rules means the model rules set out in Form 1 of Schedule 2 to the Regulations;

Occupier means any person occupying or in possession of a Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No. 1 Plan No. PS600940E;

OC No. 2 means Owners Corporation No. 2 Plan No. PS600940E;

Plan of Subdivision means Plan of Subdivision No. PS600940E and all its stages or a particular stage where the context requires;

Proprietor means the registered proprietor from time to time of a Lot on the Plan of Subdivision;

Regulations means the Owners Corporation Regulations 2007 as amended or any other regulations relating to owners corporation matters made from time to time under the provisions of the Act or the Subdivision Act 1988;

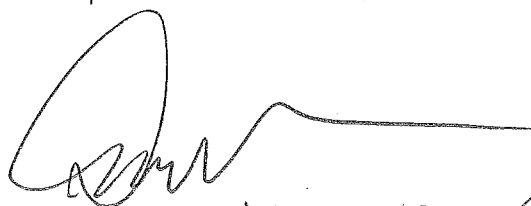
Residential Car Park Lots means 59-107 inclusive on the Plan of Subdivision;


Residential Lots means Lots 1901 to 1913, 2001 to 2013, 2101 to 2113, 2201 to 2213, 2301 to 2313, 2401 to 2413, 2501 to 2513, 2601 to 2613, 2701 to 2713, 2801 to 2813, 2901 to 2913, 3001 to 3009, 3101 to 3109, 3201 to 3209, 3301 to 3309, 3401 to 3409, 3501 to 3509, and 3601 to 3608 inclusive on the Plan of Subdivision.

2. Use of Lots Generally

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

- (a) use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal, immoral 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 invitees of any such Member or Occupier;
- (b) make or permit to be made any noise on that Member's Lot which may be heard outside the Member's Lot between the hours of 10:00pm and 8:00a.m provided that such prohibition does not apply to any Proprietor or Occupier of Lot A or Proprietor or Occupier of Lot S2;
- (c) use or occupy any Lot or Lots in a manner that would contravene any planning regulations, requirements or restrictions on the Plan of Subdivision;
- (d) if the Lot is a Residential Lot, use the Lot as a serviced apartment or for hotel type or temporary or short term accommodation unless:
 - (i) the Proprietor or Occupier of the Lot is Avon Grange; or
 - (ii) the use is by agreement with:
 - A. the Proprietor or Occupier of that part of Lot S2 that is used to operate a hotel business; or


as draw person


Dr. Servato, nx

B. the operator of any hotel business conducted from any part of Lot S2;

- (e) do or permit anything to be done on a Lot which may invalidate, suspend or increase the insurance premiums for any insurance effected by the Owners Corporation which is consistent with the normal use and enjoyment of the relevant Lot for its intended purpose;
- (f) without the prior written consent of the Owners Corporation;
 - (i) make any alterations or addition (painting or decorating included) to the exterior of the Lot including, but not limited to any balconies attached to a Lot; or
 - (ii) make any structural alterations or additions to the interior of a Lot or any part of it which may diminish the support and shelter of any Lot on the Plan of Subdivision and for this purpose the Owners Corporation has the right, at the expense of the Member proposing to make the alterations to appoint an architect, structural engineer or building contractor to provide the necessary advice to the Owners Corporation to consider whether to provide its consent,

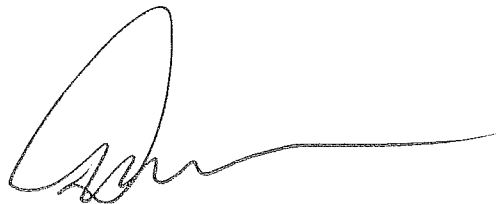
provided that this rule 2(f) does not apply to the Proprietor or Occupier of Lot A or any part of Lot S2 or any Lots of which Avon Grange is the Proprietor;

- (g) do or permit anything, which may cause structural damage to the Development including without limitation bringing any heavy article on the Lot or on the Common Property without the written consent of the Owners Corporation provided that this rule does not prevent the Proprietor or Occupier of Lot A or Lot S2 from bringing on to the Lot or Common Property any heavy article associated with the use of any part of those Lots for retail, commercial, hotel, restaurant, car park, signage or telecommunication purposes; or
- (h) alter floor surfaces in such a way that causes the transmission of noise which is likely to disturb other Occupiers.

3. Vehicles, Driveways and Car Parking

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

- (a) drive or operate any motor vehicle on any internal road surface in excess of 5kph;
- (b) permit bicycling, roller blading, skate boarding, roller skating or other ball games in the car parking areas, driveways or access pathways or any easement for access purposes;
- (c) use any car parking space other than for the purpose of parking any vehicle, motorcycle, boat or bicycle therein and in such manner as may be fair and reasonable or permit any mechanical repairs except of an emergency nature to be performed on any vehicle provided that this rule does not apply in respect of any of the Hotel Car Parks;
- (d) without the consent of the Owners Corporation, use any car parking space for storage purposes provided that this rule does not apply to the Proprietor or Occupier of the Hotel Car Parks or to any Residential Car Park Lots which Avon Grange is the Proprietor of;

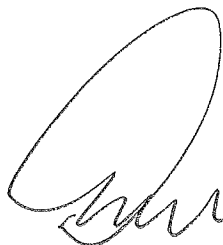


- (e) park either for short or longer periods in any car park space except in the car parking space that is a Member's Lot or part of a Member's Lot;
- (f) park for any period more than one vehicle in any car parking space provided that this rule does not apply to the Proprietor or Occupier of the Hotel Car Parks or to any Residential Car Park Lots that Avon Grange is the Proprietor of;
- (g) interfere with the operation, function or control of any electronic vehicular gates;
- (h) obstruct any easement giving access to any Lots or to the Common Property;
- (i) build any structure on or over a car parking space including, without limitation any fence or wall or structure for storage purposes on a car parking space without the prior written consent of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of the Hotel Car Parks or to Avon Grange whilst it is the proprietor of any Residential Car Park Lots;
- (j) allow any build up or discharge of oil and other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation; or
- (k) wash any vehicle on any part of the Common Property or on any easement for the purpose of ingress and egress from a Member's Lot or to the Common Property apart from an area designated for that purpose by the Owners Corporation.

4. Use of Common Property – Generally

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

- (a) do or allow anything to be done on the Common Property which causes a nuisance to the Owners Corporation or a Member or Occupier of a Member's Lot;
- (b) obstruct any halls or passage ways, stairways or lifts of the Common Property;
- (c) breach any rules and regulations relating to each facility on the Common Property;
- (d) take any glass or any other item which may become a danger on to the Common Property;
- (e) wear inappropriate clothing such as bathers, bikinis or other swimwear when using the Common Property;
- (f) remove any item, equipment or such other things that are and shall remain the property of the Owners Corporation from any facility for any reason whatsoever;
- (g) interfere with the personal property of the Owners Corporation;
- (h) fail to report any repair or maintenance required to the Common Property to the Manager;




- (i) use the Common Property other than in accordance with the directions of the Manager and in the absence of any such directions in accordance with the directions of the Owners Corporation; or
- (j) allow the Common Property to be used by any person except on a temporary and non-recurring basis.

5. Animals

- (a) A Member must not and must ensure that the Occupier of a Member's Lot does not without the prior written approval of the Owners Corporation keep any pet or animal on their Lot or the Common Property.
- (b) If in the reasonable opinion of the Owners Corporation a pet or animal becomes noisy or interferes with the other Members' use of their Lot or the Common Property or becomes a nuisance to other Members or Occupiers, the Owners Corporation can require by written notice to the Member that the pet or animal is removed from the Lot and thereafter the Member must not keep or allow the Occupier to keep any pet or animal on their Lot.
- (c) A Member must not and must ensure that the Occupier of a Member's Lot does not fail to clean up after any pet or animal debris or make good damage to any Common Property caused by such pet or animal.

6. Signage

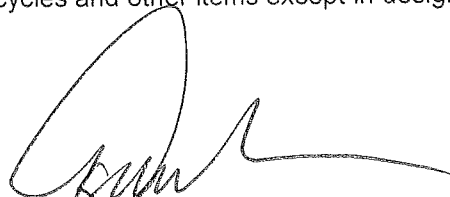
A Member must not and must ensure that the Occupier of a Member's Lot does not allow to be displayed any placard, advertisement or sign on the Common Property or the Member's Lot so that it is visible from outside the Lot without the prior written consent of the Owners Corporation which can be granted on such terms and conditions as the Owners Corporation deems appropriate provided that this rule does not prohibit:

- (a) the Proprietor or Occupier of Lot S2 from displaying any placard, advertisement or sign on the Common Property or any part of Lot S2 relating to the business operated from Lot S2;
- (b) a Proprietor or Occupier of Lot A from displaying any placard, advertisement or sign on the Common Property or any part of Lot A relating to any business operating from that Lot; and
- (c) Avon Grange from displaying any placards, advertisements or signs on the Common Property or any part of a Lot of which it is a Proprietor or Occupier relating to the sale or lease of the Lots or any part of the Lots of which Avon Grange is an owner.


7. Balconies, Patios, Exterior Building Surfaces and External Appearance

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

- (a) hang clothes, store bicycles or other articles on the balconies, exteriors of the Lots or on any Common Property except in areas designated by the Owners Corporation provided that this rule shall not prevent the Proprietor or Occupier of Lot S2, Lot A or Avon Grange from hanging or storing of such articles on any part of Lot S2, Lot A or any Lots which Avon Grange is the Proprietor or the Occupier of;
- (b) store or keep on the Common Property or any part thereof any material or goods including bicycles and other items except in designated areas (if any)




As Chairperson



as Secretary

and subject to terms and conditions set forth in writing by the Owners Corporation;

- (c) install any flywire screen, security doors or any other exterior fixture or fitting without first obtaining the written permission of the Owners Corporation and provided the consent complies with the standards of the Owners Corporation and provided that this rule does not apply to the Proprietor or Occupier of Lot S2, Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (d) keep any plants, planter boxes or pots on any balcony or terrace that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size of the 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 the Lots by the Occupiers of those Lots;
- (e) cause disturbance or interference to other Lots when watering any plants or planter boxes or cleaning any balcony and if there is a dispute as to whether the Member or Occupier is causing disturbance or interference, the Owners Corporation may at the cost of the Member appoint a structural engineer or other relevant consultant to make a determination as to whether the watering is causing a disturbance or interference;
- (f) construct or erect any sheds, kennels, spas or hot tubs or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony without obtaining the prior written consent of the Owners Corporation and complying with all building regulations and planning laws provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange in respect of any Lots that it is the Proprietor or Occupier of;
- (g) without obtaining the prior consent of the Owners Corporation, install any airconditioning units or condensers of airconditioning units on any terrace or balcony provided that this rule does not apply in respect of the airconditioning units installed as part of the construction of the Development or to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (h) fail to maintain and keep in good repair any permitted structures on any terrace or balcony that is visible from outside of the Lot and without limiting the generality of the foregoing, must ensure that any permitted airconditioning units on the balconies are maintained in good condition and repair;
- (i) construct or erect any outside wireless television aerial, skydish receivers, satellite dish or receiver or thing of like nature without the prior consent in writing of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any Lots in the Plan of Subdivision;
- (j) install any aerial, transmitters or telecommunications devices without the prior written consent of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any Lots in the Plan of Subdivision;
- (k) erect any external blinds or awnings without the prior written consent of the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;



A. Christensen



A. Christensen

- (l) hang curtains or install any window furnishing visible from outside the Lot unless they are of a type and have a backing of a colour that has been approved by the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (m) install any window tinting without having the colour and design of same approved in writing by the Owners Corporation provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (n) without the prior consent of the Owners Corporation maintain anything inside a Lot which when viewed from the outside the Lot is not in keeping with the rest of the Development provided that this rule does not apply to the Proprietor or Occupier of Lot S2, or Lot A or to Avon Grange whilst it is the Proprietor or Occupier of any of the Lots in the Plan of Subdivision;
- (o) operate or permit to be operated any device or electronic equipment from a Lot which interferes with any appliance or equipment lawfully in use on the Common Property or another Lot or any part of the Development;
- (p) throw any object from any window, balcony, terrace or patio; or
- (q) when on a balcony use language or behave in a manner that may cause offence or embarrassment to other Members or Occupiers of other Lots or to any person using the Common Property.

8. Rubbish

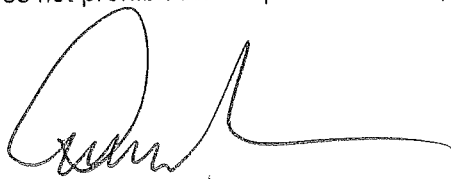
A Member must not and must ensure that the Occupier of a Member's Lot does not:

- (a) deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the Common Property except in the receptacles as designated by the Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
- (b) throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts, or other substance whatsoever out of the windows, doors, down the staircase or from the balconies or terraces;
- (c) refuse to bear the cost of cleaning and repair caused by a breach of this rule; or
- (d) leave or fail to clean up any refuse which is dropped or spilled on the Common Property or fail to notify the Owners Corporation if refuse is spilled or dropped.

9. Damage and Repairs

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

- (a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway or any other Owners Corporation property located on, in or attached to the Common Property provided that if the Owners Corporation expends money to make good the damage caused by any Member or Occupier or their invitees, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Member at the time the damage occurred. This rule does not prohibit the Proprietor or Occupier of Lot S2, or


As Chairman

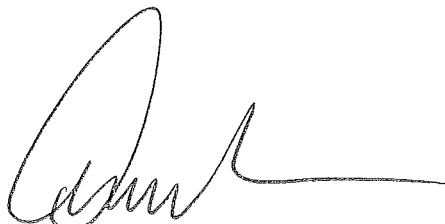

as Secretary

Lot A or Avon Grange from making or causing to be made minor alterations to the Common Property for the purposes of occupying, fitting out or installing plant, equipment and signage on Lot A or Lot S2;

- (b) fail to properly inform the Owners Corporation within 24 hours of any damage to the Property which may be the subject of claim against the Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for the work being undertaken;
- (d) interfere with or attempt to interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment including but not limited to all pedestrian entrances, lifts, car park entrances, lighting, fire controls, landscaping and structures including the sprinkler system and any facility control or equipment;
- (e) commit, perform or cause in any manner any act on the Lots or the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, by law or order made by any Municipal, Statutory Government, or other Authority authorised by-law to make such regulations, permits, by-law or order or issue such permits; or
- (f) use any water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water, apparatus, waste pipes or drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of a Occupier or invitee of the Member or Occupier.

10. **Fire Control**

- (a) A Member must not and must ensure that an Occupier of a Member's Lot does not interfere with or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of charges for false alarms or making good any damage from the Member.
- (b) The Owners Corporation or a Member must in respect of the Development or their Lot as appropriate:
 - (i) consult with any Government Agency as to an appropriate fire alarm and fire sprinkler system for the Development or the Lots;
 - (ii) ensure the provision of all adequate equipment to prevent fire or spread of fire in or from the Development or the Lots to the satisfaction of all Government Agencies; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Development or the Lots.



A.S. Secretary

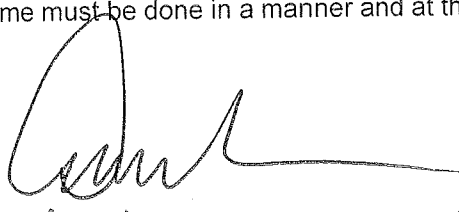
11. **Security**

- (a) Each Member and Occupier must comply with the reasonable requirements of the Manager regarding the security of the Common Property.
- (b) The Owners Corporation must take all reasonable steps to ensure the security of the Development from intruders and to preserve the safety of the Development from other hazards it considers necessary or desirable which, without limitation, includes;
 - (i) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) permit to the exclusion of the Members any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - (iii) restrict access of Members of Lots in one level of the Development to any other level of the Development.
- (c) The Owners Corporation may make rules and regulations to ensure the security of the Development from intruders.
- (d) If the Owners Corporation restricts the access of Members under these rules, the Owners Corporation must make available to each Member free of charge the number of security keys that the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional security key required by a Member.
- (e) A Member must exercise a high degree of caution and responsibility in making a security key available for use by an Occupier of a Lot including without limitation, entering into an appropriate agreement in any lease or licence of the Lot to ensure the return of the security key to the Member or the Manager on the expiry of the lease or licence.
- (f) A Member in possession of a security key :
 - (i) must not duplicate or permit the security key to be duplicated; and
 - (ii) must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.
- (g) A Member must promptly notify the Manager if a security key is lost or destroyed.
- (h) If a security key is lost, damaged or destroyed the Member must pay the costs associated with the provision by the Manager of a replacement security key.

12. **Relocations, Deliveries, Tradespersons**

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

- (a) give less than 24 hours notice to the Owners Corporation or its representative before any fixture, fitting or equipment may be moved into or out of any Lot and the moving of the same must be done in a manner and at the time



A. Lawrence



as Secretary

directed by a representative of the Owners Corporation provided that nothing herein shall:

- (i) 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 the property belonging to another Member or Occupier of another Lot; or
- (ii) restrict the movement by the Proprietor or Occupier of Lot A or Lot S2 or Avon Grange whilst it is the Proprietor or Occupier of any Lot on the Plan of Subdivision of any fixture, fitting or equipment onto those Lots;
- (b) damage, obstruct or interfere with the stairways, lifts, corridors or any other part of the Common Property when moving in or out of any Lot;
- (c) arrange for tradespersons (except in emergencies) to perform works except during the hours of 8:00am to 6:00pm weekdays (excluding public holidays) and under the supervision and at the sole responsibility of the Member so arranging provided that this rule does not apply to the Proprietor or Occupier of Lot A or Lot S2 or to Avon Grange whilst it is the Proprietor or Occupier of any Lot in the Plan of Subdivision; or
- (d) arrange for deliveries of any kind or nature unless the Member or its designee is at or on the Development to accept or arrange for the same at the Member's or Occupier's sole cost and responsibility.

13. **Notification**

Each Member must advise the Manager of an out of normal business hours contact address and telephone number for them or for the lessee of a Member's Lot and must promptly advise the Manager of any change in address or telephone number.

14. **Behaviour of Invitees**

A Member must not and must ensure that the Occupier of a Member's Lot and all of their respective invitees of any kind and for any purpose do not:

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using the Common Property provided that this rule does not prevent the use of all or part of Lot S2 as a hotel or the use of Lot A as a restaurant or conference facility;
- (b) fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it or caused by any such Proprietor, Occupier or their invitees; or
- (c) fail to inform and require compliance with all Owners Corporation Rules and Regulations by any Occupier, or invitee coming onto the Member's Lot or the Common Property with the consent or approval (actual or implied) of such Member or Occupier.

15. **Window Cleaning**

- (a) A Member must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or any balcony within their Lot or for the purposes of cleaning and maintaining such windows.
- (b) A Member must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Development.


As Secretary

16. **Balcony Projection Lots**

The Proprietors and Occupiers of the Balcony Projection Lots must comply with the terms and conditions of the agreement of the Owners Corporation with the Department of Sustainability and Environment in relation to the balconies that project into crown land and any other such conditions of use of those balconies as may be imposed from time to time by the Owners Corporation. .

17. **General**

- (a) The Owners Corporation may employ for and on behalf of the Owners Corporation such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper running and management of the Development.
- (b) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to any of the Members or Occupiers of a Member's Lot:
 - (i) window cleaning;
 - (ii) garbage disposal and recycling;
 - (iii) electricity, water and gas supply;
 - (iv) fire control services;
 - (v) pay tv; and
 - (vi) telecommunications facilities.

18. **Hotel Business**

- (a) It is intended that Lot S2 or part of Lot S2 will be used for the purposes of a hotel, providing short term or temporary accommodation, café, bar facilities and associated services (**hotel business**).
- (b) It is intended that Lot A or part of Lot A will be used as a restaurant and conference facilities (**hospitality business**).
- (c) The Members acknowledge that in order to maintain the value, stature and appearance of the Building and in recognition of the fact that a hotel business and hospitality business will be operated in part of the Building, cleaning, repainting and general maintenance must and will be carried out more frequently than otherwise may have been or is normally the case.
- (d) The Owners Corporation is authorised and empowered to do what is necessary to maintain the standard, quality and appearance of the Building and raise such fees and levies from time to time as is needed to maintain the Building to the aforementioned standard or level.
- (e) A Member must not and must ensure that an occupier of a Member Lot does not object to any proposals, resolutions or actions that may be proposed or taken by the Owners Corporation in giving effect to the above objectives on the grounds that such proposed or intended actions are premature or unnecessary.
- (f) Without limiting paragraphs (a), (b), (c) and (d) of this rule, a Member must not and must ensure that the Occupier of a Member's Lot does not:

- (i) do anything or permit anything to be done on the Lot or the Common Property which will prevent, hinder or disrupt the operation of the hotel business from Lot S2 or the hospitality business from Lot A;
- (ii) do anything or permit anything to be done which will detrimentally effect the viability of the hotel business operated from Lot S2 or the hospitality business from Lot A;
- (iii) fail or refuse to consent to any repairs, maintenance or other works required to the Common Property which is required to maintain or improve the standard of the hotel business conducted from Lot S2 or the hospitality business operated from Lot A or the viability of the hotel business from Lot S2 or the hospitality business from Lot A;
- (iv) vote in favour of any resolution proposed by the Owners Corporation which will prevent, delay, hinder, disrupt or detrimentally affect the viability of the hotel business conducted from Lot S2 or the hospitality business conducted from Lot A; or
- (v) vote against any resolution proposed at a meeting of the Owners Corporation relating to repairs, maintenance or works where such repairs, maintenance or works are necessary to maintain or improve the standard of the hotel business from Lot S2 or the hospitality business conducted from Lot A or the viability of the hotel business operated from Lot S2 or the viability of the hospitality business conducted from Lot A.

19. **Compliance by Tenant or Occupier**

- (a) A Member must ensure that all reasonable steps are taken to ensure that a tenant and invitee of a Lot complies with these rules.
- (b) A Member must ensure that any tenancy agreement or lease entered into includes a copy of these rules and all necessary terms and conditions are included in such tenancy agreement or lease to ensure compliance with these rules by the tenant or occupant under the tenancy agreement or the lease.

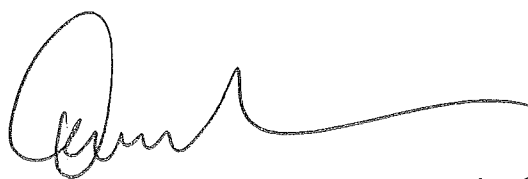
20. **Consequences of breach**

If a Member or Occupier breaches these Rules, the Member must:

- (a) remedy the breach, and where the breach is incapable of remedy pay compensation;
- (b) pay to the Owners Corporation an amount equal to all costs liabilities loss or damage suffered or incurred by the Owners Corporation (**Loss**); and
- (c) indemnify the Owners Corporation against Loss.

21. **Services from Hotel Business**

- (a) The services available to guests or visitors of the hotel business and hospitality business are not available to the Proprietors or Occupiers of the Residential Lots.
- (b) The Proprietors or Occupiers of the Residential Lots are not entitled to use any of facilities on Lot S2 unless an agreement has been entered into by the Proprietor or Occupier of Lot S2 with OC No. 2 in relation to the use of particular facilities.




as Secretary

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

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

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

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.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

(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.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

Further information

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

Management of an owners corporation

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

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

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 2812 PS600940

LOCAL GOVERNMENT (COUNCIL)

Melbourne

LEGAL DESCRIPTION

2812\PS600940

COUNCIL PROPERTY NUMBER

625570

LAND SIZE

1,281m² Approx

ORIENTATION

East

FRONTAGE

42.13m Approx

ZONES

CCZ - Capital City Zone - Schedule 1

OVERLAYS

DDO - Design And Development Overlay - Schedule 1

DDO - Design And Development Overlay - Schedule 10

DDO - Design And Development Overlay - Schedule 12

PO - Parking Overlay - Precinct 1

Corelogic Property Data

UNIT

 1  1  1

State Electorates

LEGISLATIVE COUNCIL

Northern Metropolitan Region

LEGISLATIVE ASSEMBLY

Melbourne District

Schools

CLOSEST PRIVATE SCHOOLS

Haileybury Girls College - City Campus (275 m)

Haileybury College - City Campus (275 m)

Eltham College - King Street Campus (495 m)

CLOSEST PRIMARY SCHOOLS

North Melbourne Primary School (1655 m)

CLOSEST SECONDARY SCHOOLS

Mount Alexander 7-12 College-River Nile Campus (1104 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 135 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 107 Homes

Council Information - Melbourne

PHONE

03 9658 9658 (Melbourne)

EMAIL

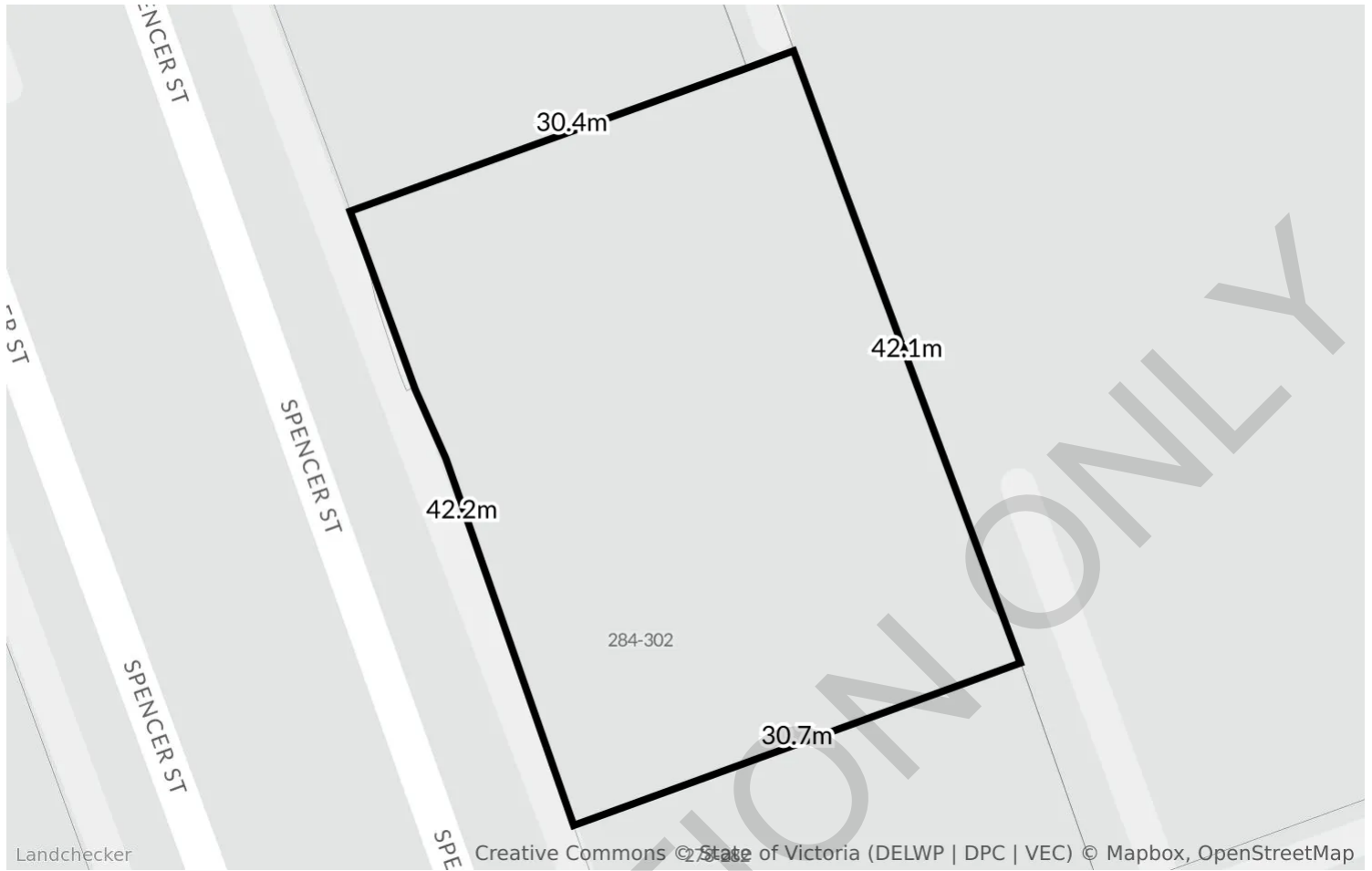
Unavailable

WEBSITE

<http://www.melbourne.vic.gov.au/>

SITE DIMENSIONS

2812/288 Spencer Street, Melbourne Vic 3000



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

2812/288 Spencer Street, Melbourne Vic 3000

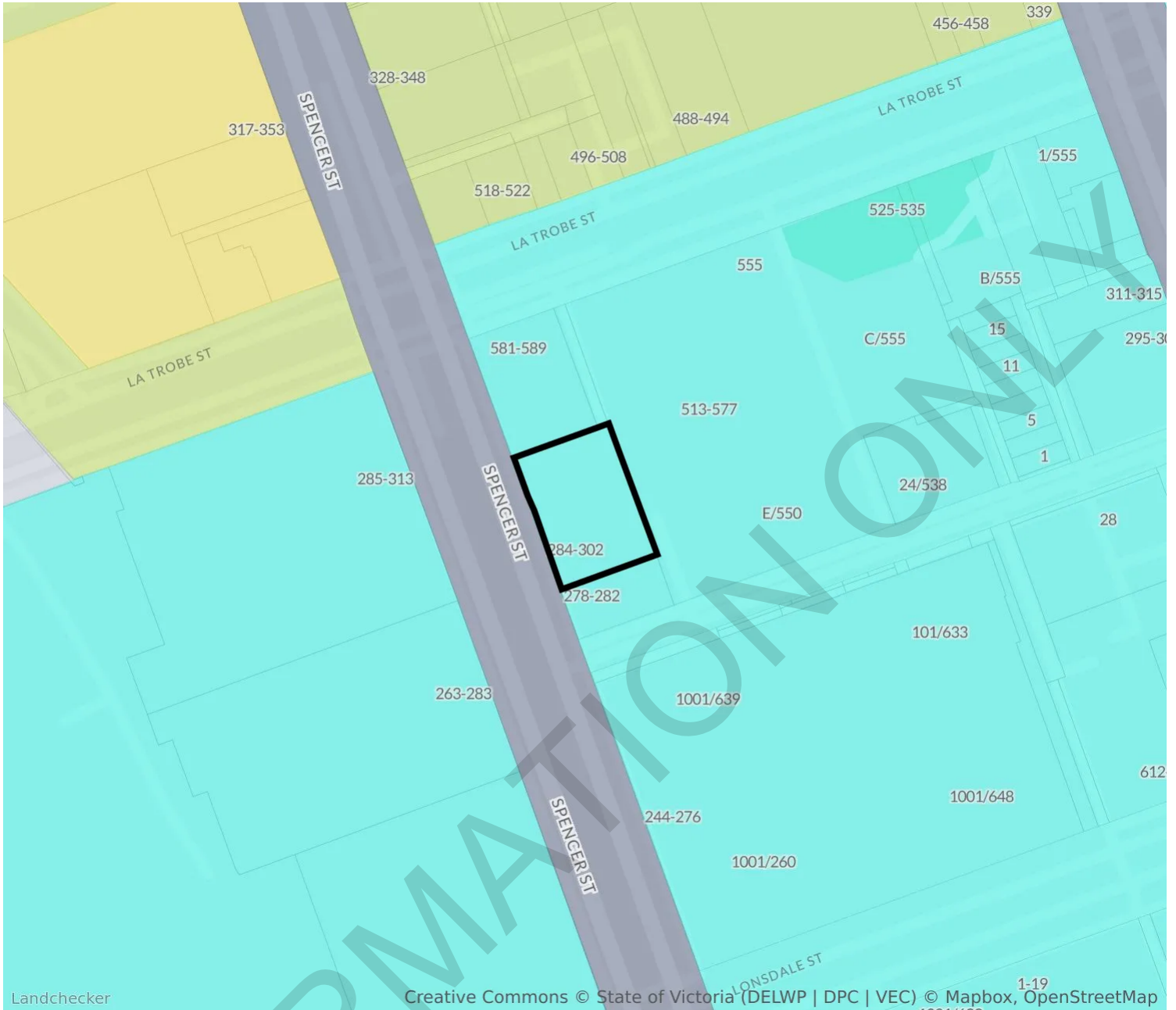
No recent planning scheme amendments for this property

INFORMATION ONLY

PROPOSED PLANNING SCHEME AMENDMENTS

2812/288 Spencer Street, Melbourne Vic 3000

Status	Code	Date	Description
PROPOSED	C405melb	13/06/2023	Proposes to implement the recommendations of the Carlton Heritage Review 2021 and Punt Road Oval (Richmond Cricket Ground) Heritage Review 2021 on a permanent basis.
PROPOSED	C403melb	08/06/2023	Proposes to implement the recommendations of the North Melbourne Heritage Review 2022 on a permanent basis.
PROPOSED	C426melb	24/04/2023	Proposes to implement the recommendations of the South Yarra Heritage Review August 2022 on a permanent basis.
PROPOSED	C376melb	17/04/2023	Implements sustainability and green infrastructure policy into the Melbourne Planning Scheme, and new mandatory and discretionary sustainable building design standards and requirements.
PROPOSED	C379melb	07/03/2023	The amendment seeks to protect an additional 119 exceptional trees located on privately owned or privately managed land across the municipality by listing the additional 119 trees in Schedule 2 to the Environmental Significance Overlay (ESO2). The amendment also proposes to amend ESO2 by expanding the listing of four existing tree groups currently protected under ESO2 to individually list the exceptional trees, removing the listing for 7 trees which have been removed due to poor physical health, deleting Tree Group 12 (Trees No?s 133/1-133/11) due to an approved planning permit allowing tree removal, making minor listing corrections, and referencing the recently updated Exceptional Tree Register 2019 as a background document.
PROPOSED	C384melb	10/01/2023	Proposes to implement updated flood modelling undertaken for local catchments within the City of Melbourne by introducing and applying new schedules to the Land Subject to Inundation Overlay (LSIO) and Special Building Overlay (SBO) and making other consequential changes to the Melbourne Planning Scheme.
PROPOSED	C278melb	10/06/2021	Amends the Sunlight to Public Spaces Policy and insert a new Design and Development Overlay (DDO8) to ensure appropriate levels of sunlight access in all parks across the municipality



CCZ1 - Capital City Zone - Schedule 1

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

To enhance the role of Melbourne’s central city as the capital of Victoria and as an area of national and international importance.

To recognise or provide for the use and development of land for specific purposes as identified in a schedule to this zone.

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

VPP 37.04 Capital City Zone

To provide for a range of financial, legal, administrative, cultural, recreational, tourist, entertainment and other uses that complement the capital city function of the locality.

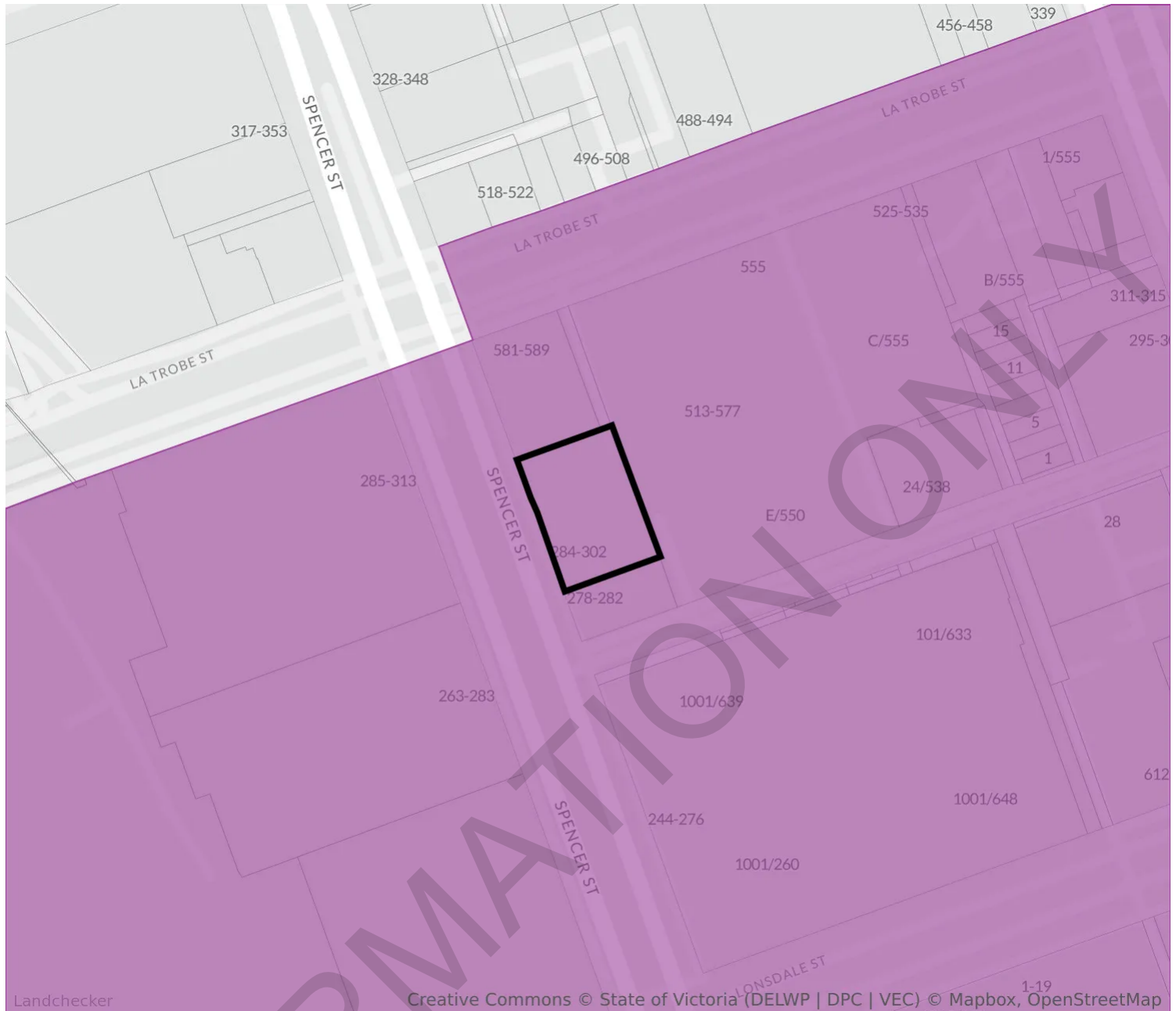
LPP 37.04 Schedule 1 To Clause 37.04 Capital City Zone

For confirmation and detailed advice about this planning zone, please contact MELBOURNE council on 03 9658 9658.

Other nearby planning zones

- CCZ - Capital City Zone
- PUZ - Public Use Zone

- SUZ - Special Use Zone
- TRZ1 - Transport Zone
- TRZ2 - Transport Zone



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DDO1 – Design And Development Overlay – Schedule 1

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

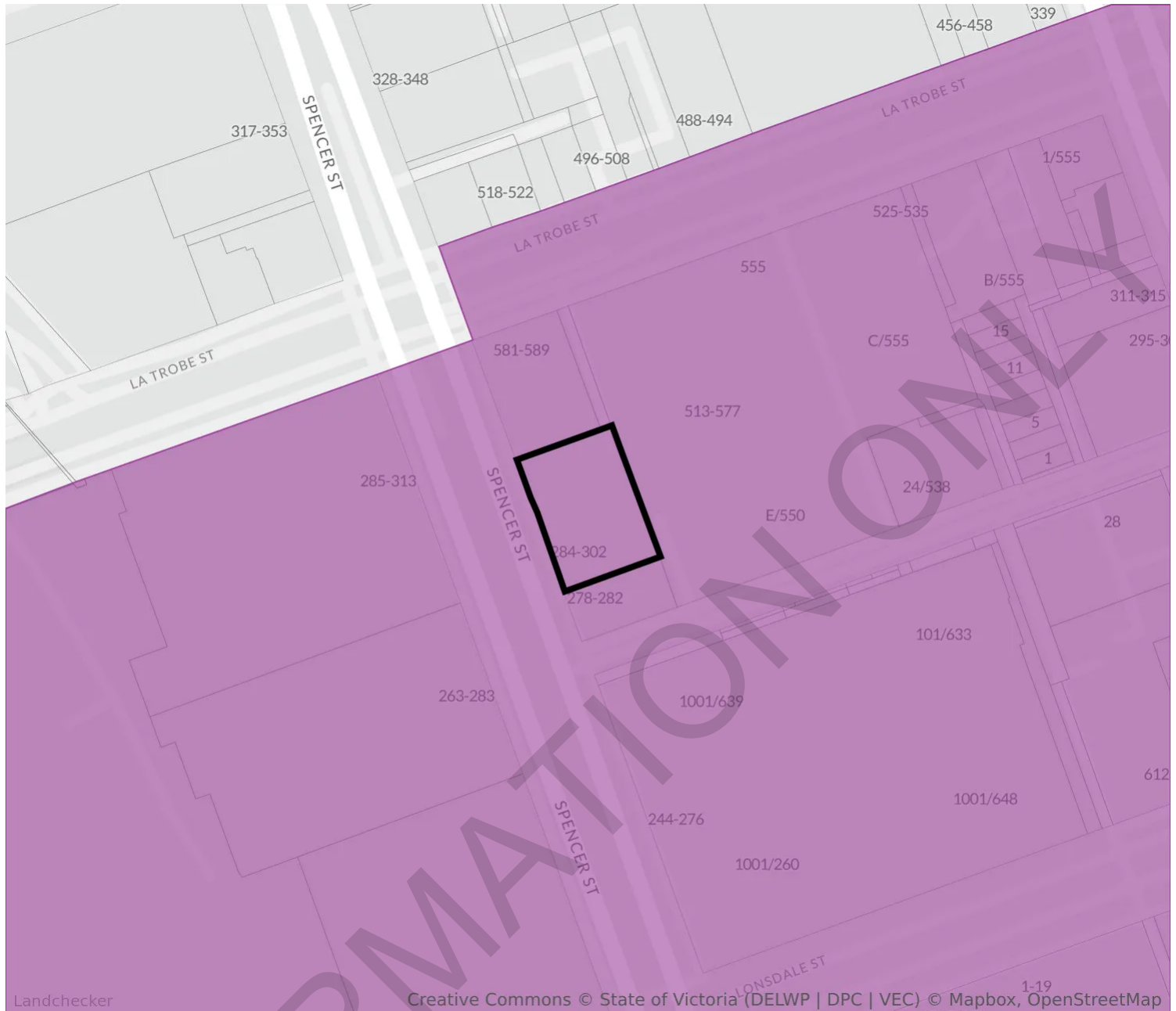
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To ensure that all development achieves high quality urban design, architecture and landscape architecture. To ensure that development integrates with, and makes a positive contribution to, its context, including the hierarchy of main streets, streets and laneways. To ensure that development promotes a legible, walkable and attractive pedestrian environment. To ensure that the internal layout including the layout of uses within a building has a strong relationship to the public realm. To ensure that development provides a visually interesting, human scaled and safe edge to the public realm.

LPP 43.02 Schedule 1 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact MELBOURNE council on 03 9658 9658.



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DDO10 – Design And Development Overlay – Schedule 10

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

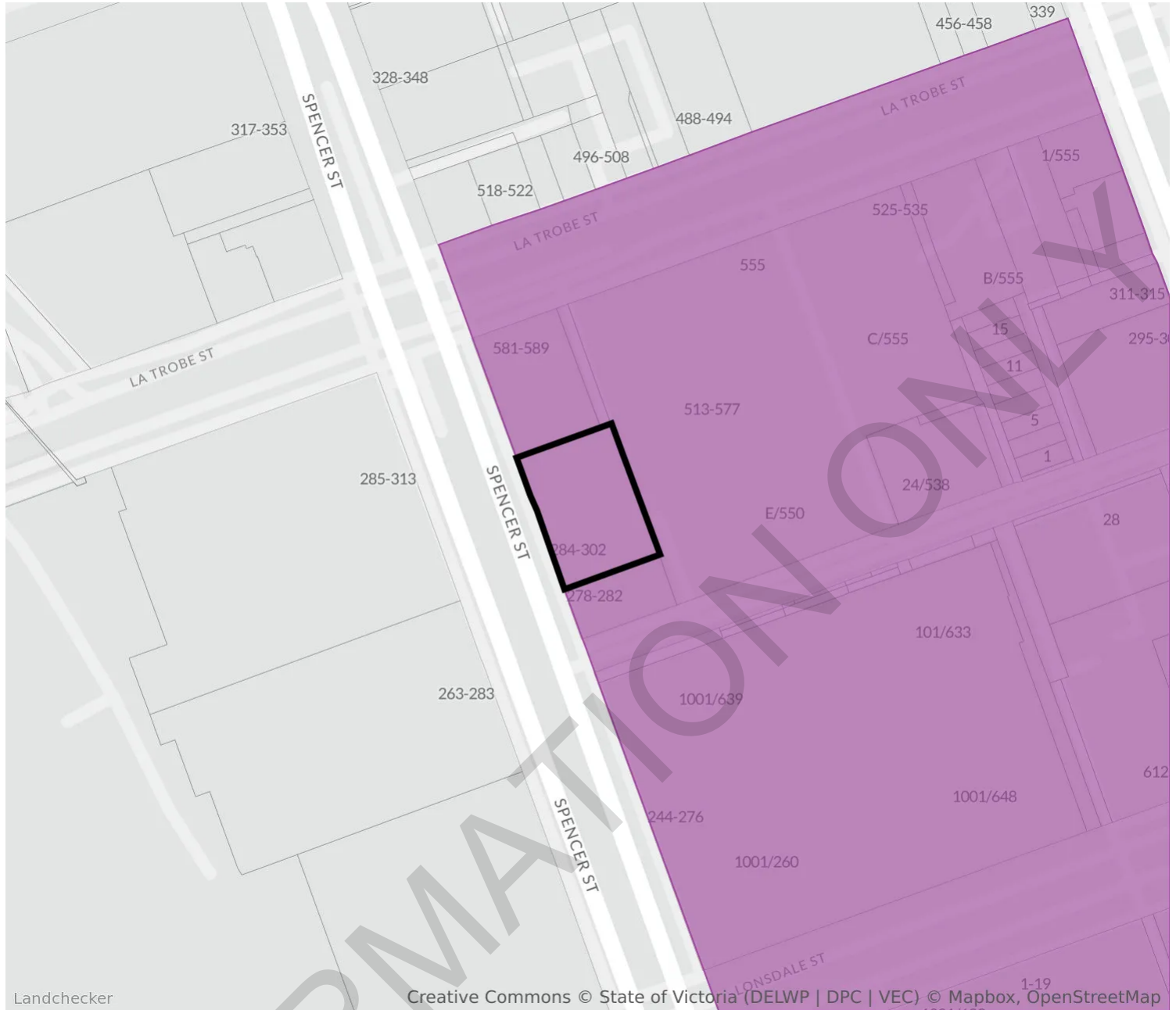
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To ensure development achieves a high quality of pedestrian amenity in the public realm in relation to human scale and microclimate conditions such as acceptable levels of sunlight access and wind. To ensure that development respects and responds to the built form outcomes sought for the Central City. To encourage a level of development that maintains and contributes to the valued public realm attributes of the Central City. To ensure that new buildings provide equitable development rights for adjoining sites and allow reasonable access to privacy, sunlight, daylight and outlook for habitable rooms. To provide a high level of internal amenity for building occupants. To ensure the design of public spaces and buildings is of a high quality. To encourage intensive developments in the Central City to adopt a podium and tower format.

LPP 43.02 Schedule 10 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact MELBOURNE council on 03 9658 9658.



DDO12 - Design And Development Overlay - Schedule 12

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

To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To ensure that new or refurbished developments for new residential and other noise sensitive uses constructed in the vicinity of the Docklands Major Sports and Recreation Facility include appropriate acoustic measures to attenuate noise levels, in particular music noise, audible within the building. To ensure that land use and development in the vicinity of the Docklands Major Sports and Recreation Facility is compatible with the operation of a Major Sports and Recreation Facility.

LPP 43.02 Schedule 12 To The Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact MELBOURNE council on 03 9658 9658.



PO1 - Parking Overlay - Precinct 1

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

To facilitate an appropriate provision of car parking spaces in an area.

To identify areas and uses where local car parking rates apply.

To identify areas where financial contributions are to be made for the provision of shared car parking.

[VPP 45.09 Parking Overlay](#)

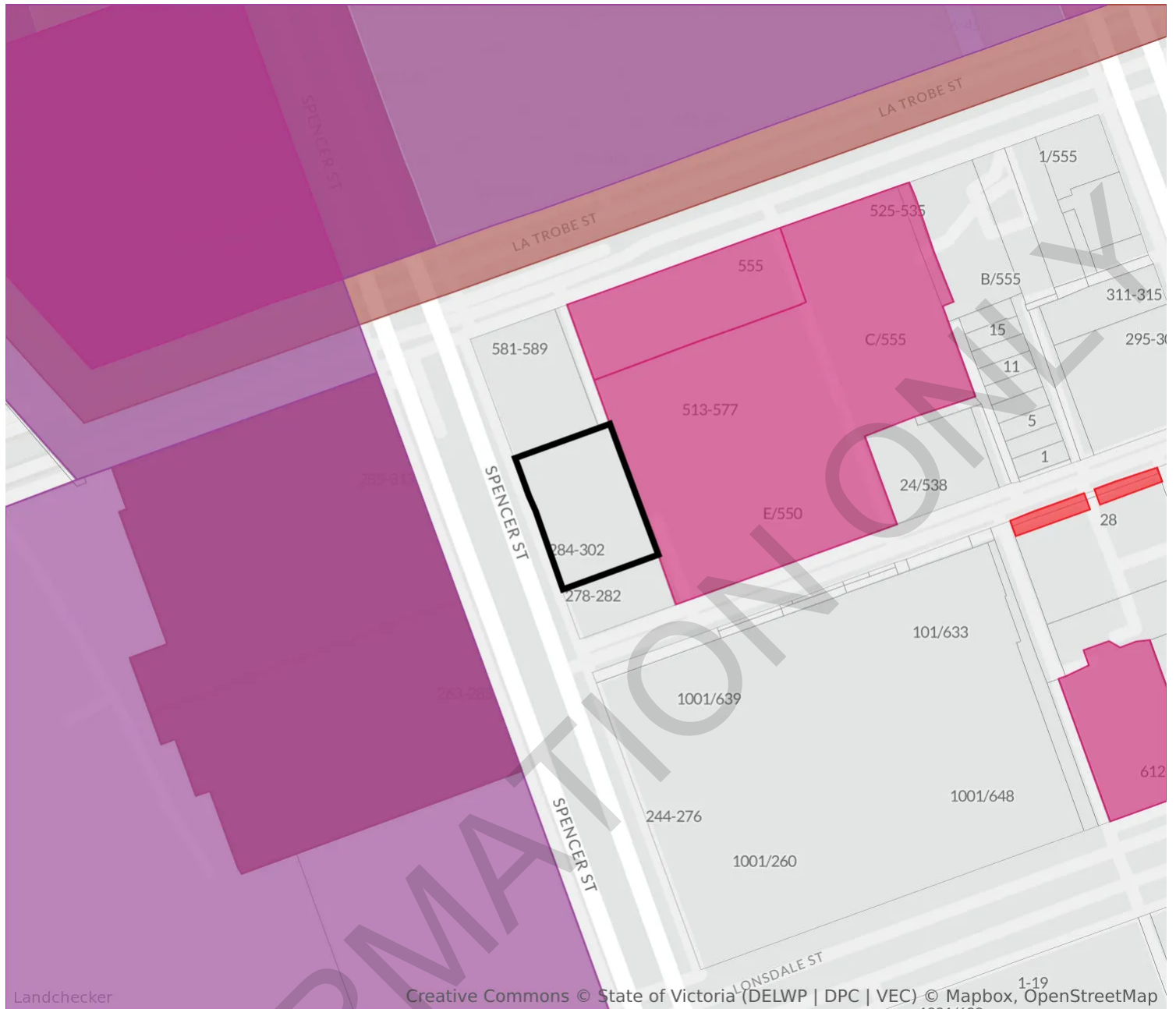
To identify appropriate car parking rates for various uses within the Capital City Zone.

[LPP 45.09 Schedule 1 To The Parking Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact MELBOURNE council on 03 9658 9658.

NEARBY OVERLAYS

2812/288 Spencer Street, Melbourne Vic 3000

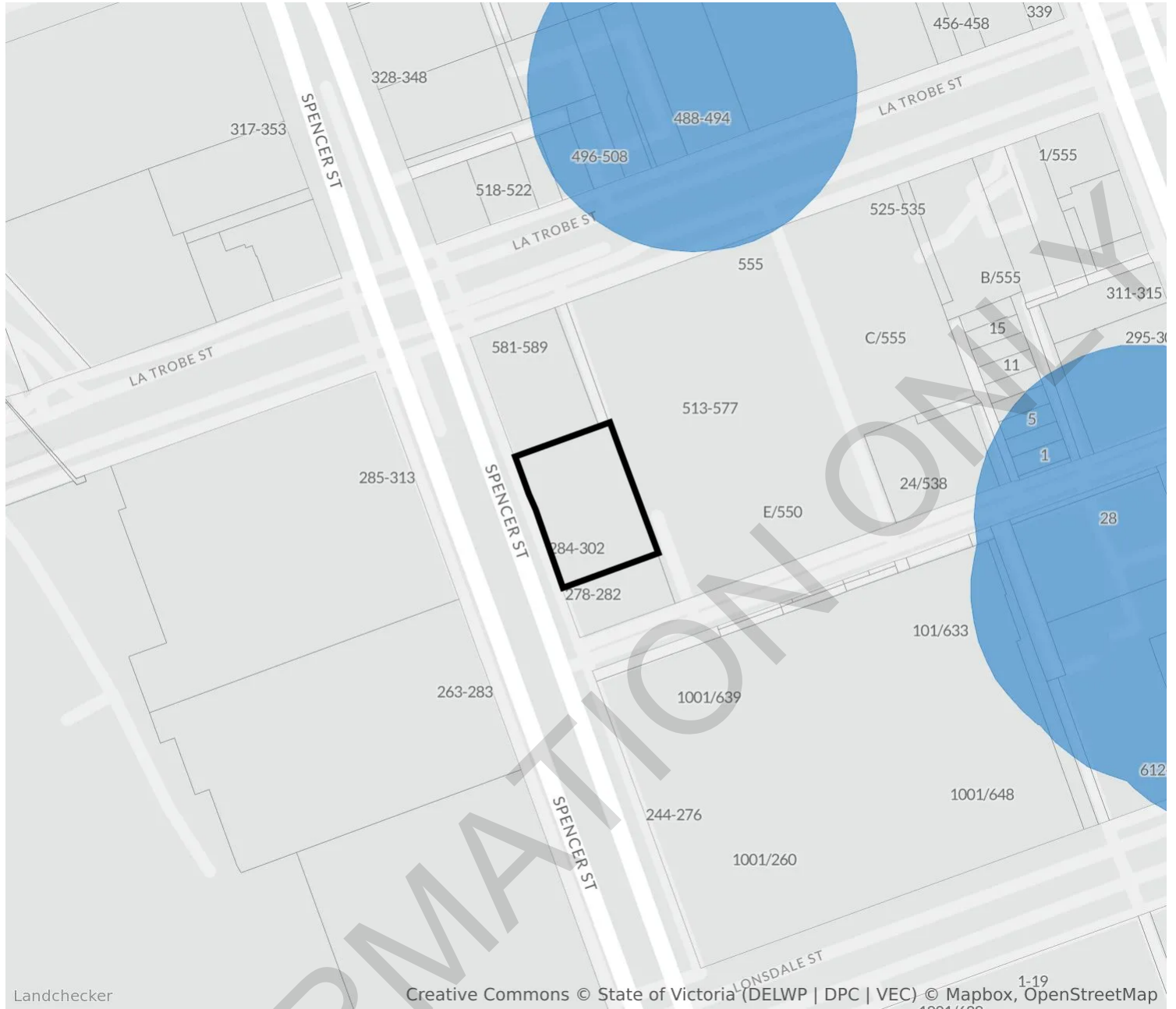


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- DDO - Design And Development Overlay**
- EAO - Environmental Audit Overlay**
- HO - Heritage Overlay**
- PAO - Public Acquisition Overlay**
- PO - Parking Overlay**

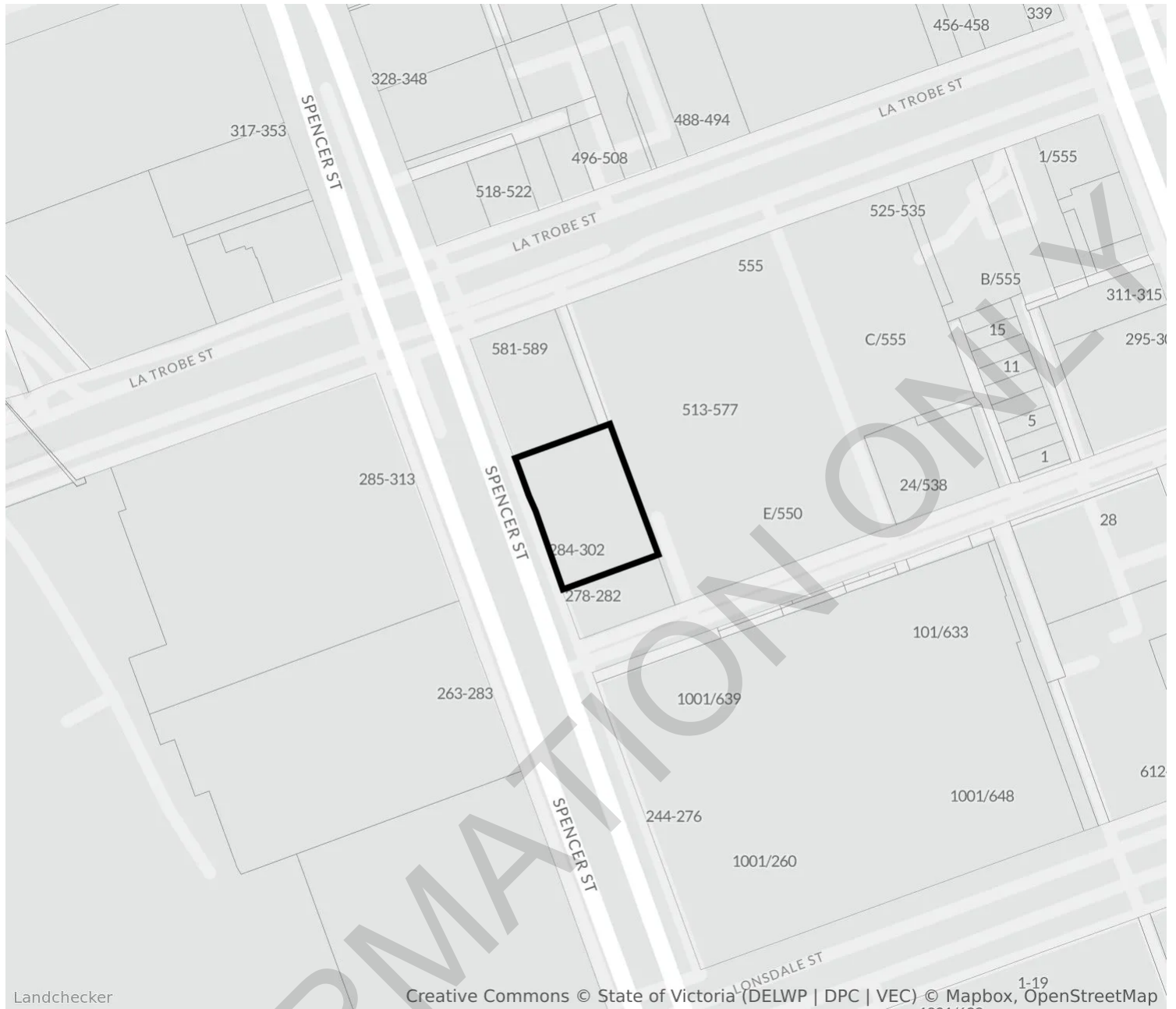
For confirmation and detailed advice about this planning overlay, please contact MELBOURNE council on 03 9658 9658.



Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

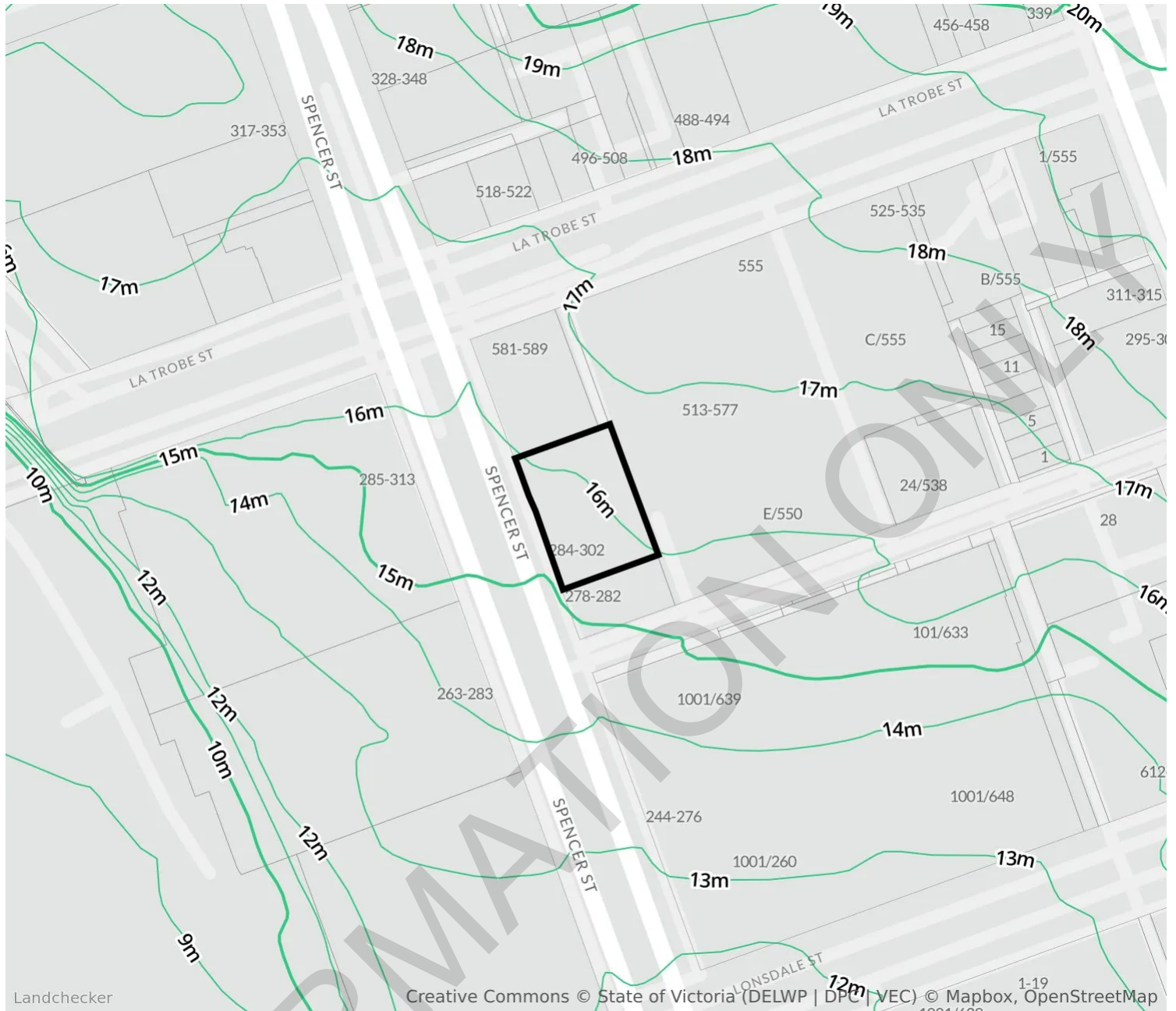
For confirmation and detailed advice about the cultural sensitivity of this property, please contact MELBOURNE council on 03 9658 9658.



Bushfire Prone Area

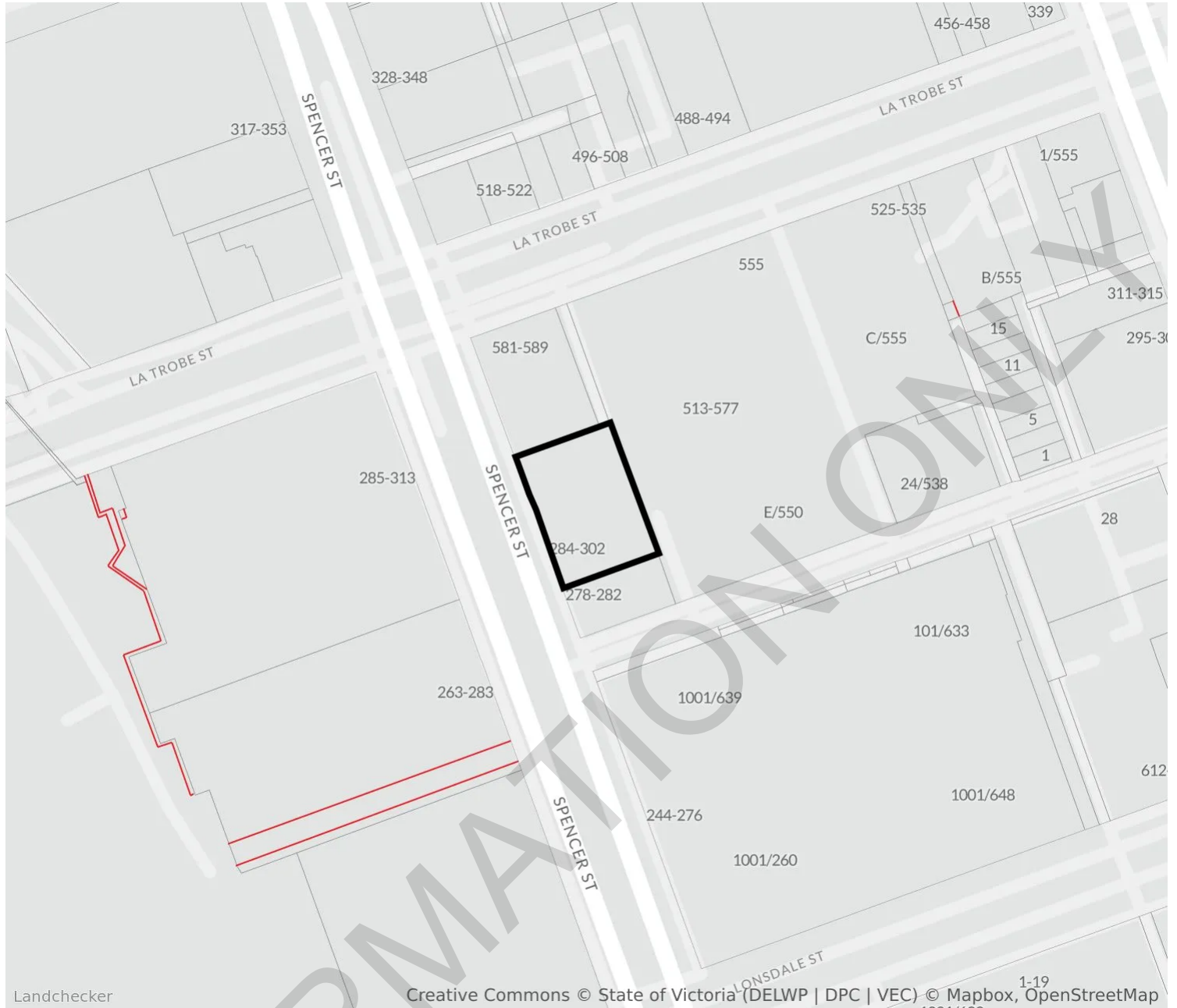
This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact MELBOURNE council on 03 9658 9658.



1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact MELBOURNE council on 03 9658 9658.



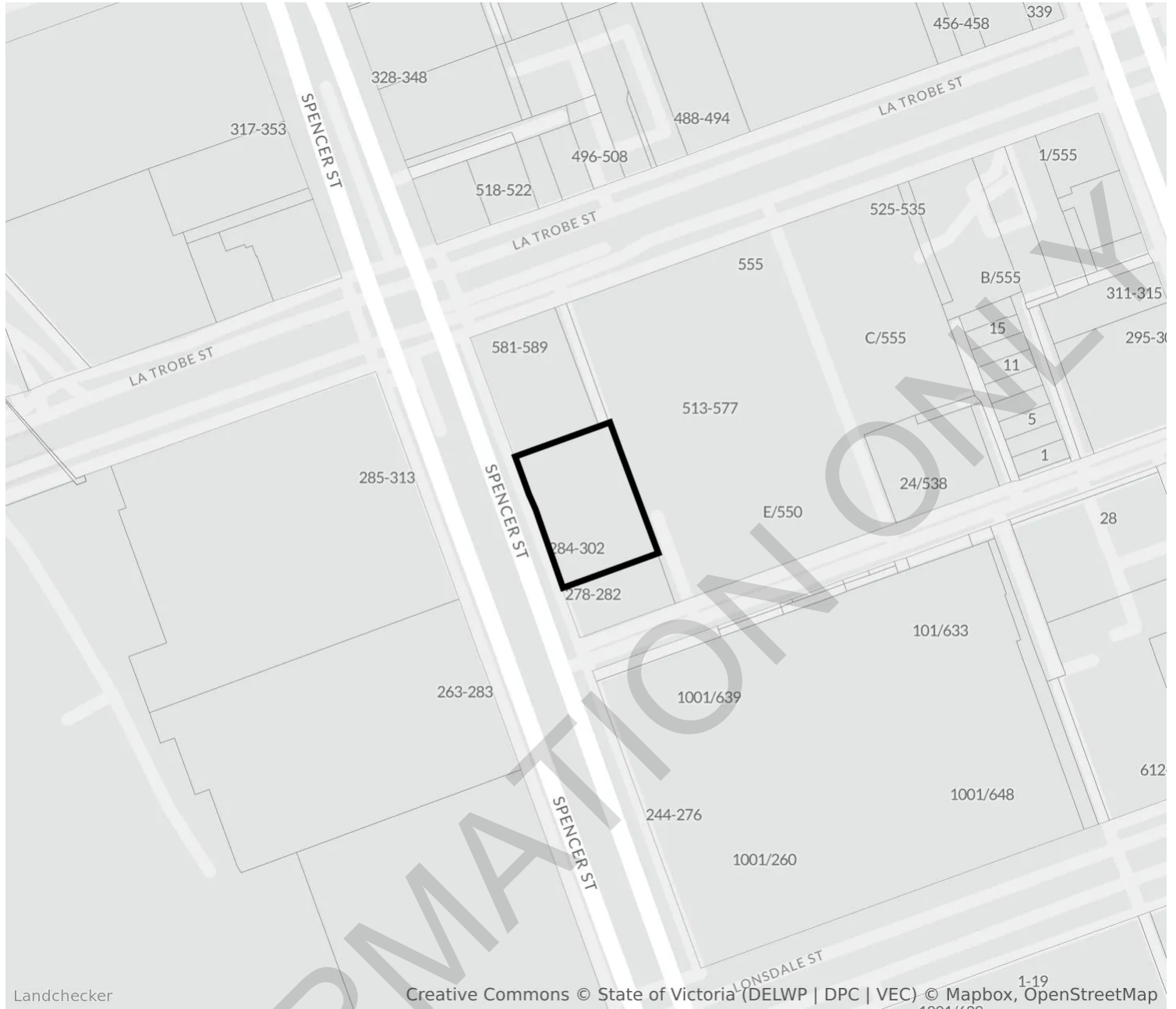
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Easements

The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact MELBOURNE council on 03 9658 9658.



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No planning permit data available for this property.

NEARBY PLANNING PERMITS

2812/288 Spencer Street, Melbourne Vic 3000



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Status	Code	Date	Address	Description
PENDING	TP-2024-163	Received 12/03/2024	<u>276-282 King Street, Melbourne</u>	Apply for retrospective planning permit approval for business advertisement signage.
PENDING	TP-2023-864	Received 18/12/2023	<u>615-633 Little Lonsdale Street, Melbourne</u>	Section 32 (Subdivision) PS746092G
PENDING	TP-2019-210	Received 02/04/2019	<u>1 Nicholson Place, Melbourne</u> <u>1-4 Nicholson Street, East Melbourne</u>	Construction of two new pylon signs to replace existing
OTHER	TP-2021-715/A	18/12/2023	<u>560-566 Lonsdale Street, Melbourne</u>	Amendment of the planning permit under Section 72 of the Planning and Environment Act 1987 to allow trading until 5am
APPROVED	TP-2023-143	25/05/2023	<u>299 King Street, Melbourne</u>	Section 37 - Subdivision Staged 4 PS827459M

Status	Code	Date	Address	Description
APPROVED	TP-2023-70	25/05/2023	<u>624-648 Lonsdale Street, Melbourne</u>	Construct and display internally illuminated business identification signage.
APPROVED	TP-2020-819	22/05/2023	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 11 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2
APPROVED	TP-2020-817	13/04/2023	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 403 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2.
APPROVED	TP-2020-811	12/04/2023	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 303 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2
APPROVED	TP-2022-425	01/03/2023	<u>479-495 La Trobe Street, Melbourne</u>	Building and works associated with alterations to the existing building; and construct and display internally illuminated business identification signs in the CCZ Schedule 1 and DDO
APPROVED	TP-2020-815	17/02/2023	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 402 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2.
APPROVED	TP-2020-809	17/02/2023	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 302 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2
APPROVED	TP-2020-808	20/12/2022	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 301 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2.
APPROVED	TP-2020-813	20/12/2022	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 401 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2.
APPROVED	TP-2020-812	25/11/2022	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) This Stage 400 Plan of Subdivision is for the subdivision of the approved West Side Development Stage 2.
APPROVED	TP-2020-807	25/11/2022	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) Stage 300 - Subdivides Lot S300 (Tower 3) into Lots from Basement Level 4 to Basement Level 1, along with Level 11 to Level 30, along with a balanced Staged Lot S301
APPROVED	TP-2022-500	10/11/2022	<u>295-309 King Street, Melbourne</u> <u>295-309 King Street, Melbourne</u>	Stage 3 Subdivision in line with Endorsed Plans PS827459M/S3
APPROVED	TP-2022-226	10/11/2022	<u>West Side Place 244-276 Spencer Street, Melbourne</u>	Section 32 (Subdivision) PS746092G
APPROVED	TP-2022-227	10/11/2022	<u>West Side Place 244-276 Spencer Street, Melbourne</u>	Section 37 (Subdivision Staged) PS746092G Stage 8
APPROVED	TP-2020-806	10/11/2022	<u>624-648 Lonsdale Street, Melbourne</u>	Section 37 (Subdivision - Staged) Subdivision of Lots S33, S100, S102 in accordance with the attached Staged 3 Plan of Subdivision to create Staged Lots S11, S12, S300 and S400, individual carparks a
APPROVED	TP-2022-201	15/09/2022	<u>572-574 Lonsdale Street, Melbourne</u>	Removal of Carriageway and Drainage Easement E-1 on RP002416.
APPROVED	TP-2021-450	09/05/2022	<u>30 Merriman Lane, Melbourne</u>	Use of the land as an Amusement Parlour and waiver of the bicycle parking requirements
OTHER	TP-2021-	14/04/2022	<u>William Angliss Institute 513-577 La Trobe Street, Melbourne</u>	Change of use and buildings and works associated with a food and drink premises

Status	Code	Date	Address	Description
	842			
APPROVED	TP-2021-715	04/03/2022	<u>560-566 Lonsdale Street, Melbourne</u>	Use of the land for a Bar (Karaoke Bar)
APPROVED	TP-2021-622	17/02/2022	<u>295-309 King Street, Melbourne</u>	Section 37 (Subdivision - Staged)
OTHER	TP-2019-615	09/12/2021	<u>5 Nicholson Place, Melbourne</u>	Change of use of the land for a store
APPROVED	TP-2021-537	25/11/2021	<u>5 Nicholson Place, Melbourne</u>	Partial demolition, and building and works to alter the existing garage entrance at the rear of the dwelling
APPROVED	TP-2021-159	24/11/2021	<u>290-300 King Street, Melbourne</u>	Construct and carry out works to extend the existing dwelling
APPROVED	TP-2021-206	28/10/2021	<u>295-305 King Street, Melbourne</u> <u>295-309 King Street, Melbourne</u>	Section 37 (Subdivision - Staged) Stage 1 Subdivision in line with Endorsed development approval
APPROVED	TP-2019-42/A	26/07/2021	<u>West Side Place 244-276 Spencer Street, Melbourne</u>	Delete Condition 9 from the Permit- PS746092G/S7
APPROVED	TP-2019-42	13/07/2021	<u>244-276 Spencer Street, Melbourne</u> <u>West Side Place 244-276 Spencer Street, Melbourne</u>	Section 37 Subdivision - Staged PS746092G S7
APPROVED	TP-2021-191	17/05/2021	<u>11 Nicholson Place, Melbourne</u>	Partial demolition and building and works to alter the existing garage entrance at the rear of the dwelling and the installation of a highlight window.
APPROVED	TP-2021-133	29/04/2021	<u>470 Little Lonsdale Street, Melbourne</u>	Shopfront modifications, and construct and display internally illuminated business identification signage
APPROVED	TP-2020-485	07/04/2021	<u>285-313 Spencer Street, Docklands</u>	Construction and display of business identification signage
APPROVED	TP-2019-40	27/10/2020	<u>244-276 Spencer Street, Melbourne</u> <u>West Side Place 244-276 Spencer Street, Melbourne</u>	Section 37 Subdivision - Staged PS746092G S6
APPROVED	TP-2020-27	17/07/2020	<u>560-566 Lonsdale Street, Melbourne</u>	Construction and display of advertising signage, including illuminated, high-wall, promotion, major promotion and sky signs
APPROVED	TP-2020-26	15/07/2020	<u>244-276 Spencer Street, Melbourne</u> <u>624-648 Lonsdale Street, Melbourne</u>	Construct and display temporary signs (including illuminated signs)
OTHER	TP-2020-375	01/07/2020	<u>244-276 Spencer Street, Melbourne</u>	Display of temporary advertising signage
APPROVED	TP-2020-341	29/06/2020	<u>244-276 Spencer Street, Melbourne</u>	Construct and display of temporary advertising on construction hoardings
APPROVED	TP-2019-39/A	18/06/2020	<u>244-276 Spencer Street, Melbourne</u>	S72 Amendment - Condition 1 & 6 deleted and additional car parking and storage lots included in the plan (number of lots increased from 737 to 1108)

Status	Code	Date	Address	Description
OTHER	TP-2019-907	23/03/2020	<u>560-566 Lonsdale Street, Melbourne</u> <u>560-566 Lonsdale Street, Melbourne</u>	Construction and display of business identification signage
APPROVED	TPMR-2012-1/A	06/09/2019	<u>244-276 Spencer Street, Melbourne</u>	Application to Amend Planning Permit 2011013730A-4
OTHER	TP-2019-433	19/08/2019	<u>William Angliss Institute 513-577 La Trobe Street, Melbourne</u>	Partial demolition of, construct alterations and buildings for, and to use the land for the purposes of, a Telecommunications Facility
APPROVED	TP-2019-39	06/06/2019	<u>244-276 Spencer Street, Melbourne</u> <u>West Side Place 244-276 Spencer Street, Melbourne</u>	Section 37 Subdivision - Staged PS746092G S2
APPROVED	TP-2019-174	21/05/2019	<u>William Angliss Institute 513-577 La Trobe Street, Melbourne</u>	Use of the land and buildings and works associated with a telecommunications facility
REJECTED	TP-2018-1081	25/03/2019	<u>William Angliss Institute 513-577 La Trobe Street, Melbourne</u>	Use and Development for a Payphone and Electronic Promotional Sign
REJECTED	TP-2018-1041	25/03/2019	<u>244-276 Spencer Street, Melbourne</u>	Use and Development for a Payphone and Electronic Promotional Sign
APPROVED	TP-2018-1080	01/02/2019	<u>295-305 King Street, Melbourne</u>	Installation of temporary real estate signage on hoarding
APPROVED	TP-2017-1001	18/09/2018	<u>560-566 Lonsdale Street, Melbourne</u>	Subdivision in accordance with the endorsed plans PS809941N
APPROVED	TP-2017-431	23/07/2018	<u>560-566 Lonsdale Street, Melbourne</u>	Display of internally illuminated business identification panel sky signs

For confirmation and detailed advice about this planning permits, please contact MELBOURNE council on 03 9658 9658.

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