Contract of Sale of Land

Property:

Unit 236, 158 SMITH Street, Collingwood VIC 3066

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:08964

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2023

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 ...../…..……/2023

Print names(s) of person(s) signing: **Craig David Booth**

State nature of authority, if applicable: ....

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: Craig David Booth

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 08964

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	11616	Folio	192	236	PS 719570Y

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 236, 158 SMITH Street, Collingwood VIC 3066

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

Payment

Price $ .....

Deposit $ ..... by ..... (of which ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

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

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Special condition 14- OWNER CORPORATION:

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	
being the **Sole Director / Directors of**		**ACN**	

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Vendor Statement

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

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

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

Land	UNIT 236, 158 SMITH STREET, COLLINGWOOD VIC 3066

Vendor's name	Craig David Booth	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

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

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

VOLUME 11616 FOLIO 192 Security no : 124108128968R
Produced 05/08/2023 10:33 AM

LAND DESCRIPTION

Lot 236 on Plan of Subdivision 719570Y.
PARENT TITLES :
Volume 03027 Folio 397 Volume 08738 Folio 748 Volume 08935 Folio 446
Volume 09034 Folio 534 Volume 09092 Folio 722
Volume 10164 Folio 207 to Volume 10164 Folio 208
Volume 11156 Folio 169
Created by instrument PS719570Y 27/11/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CRAIG DAVID BOOTH of 59 KATHRYN COURT RIDDELLS CREEK VIC 3431
AM430501C 22/12/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT108822T 26/03/2020
MACQUARIE BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH204286K 06/05/2010

DIAGRAM LOCATION

SEE PS719570Y 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 236 158 SMITH STREET COLLINGWOOD VIC 3066

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 26/03/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS719570Y
OWNERS CORPORATION 2 PLAN NO. PS719570Y

DOCUMENT END

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PLAN OF SUBDIVISION
UNDER SECTION 37 OF THE SUBDIVISION ACT 1988

EDITION 1

PS 719570Y

LOCATION OF LAND

PARISH: JIKA JIKA

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 52 (PART) & 68 (PART)

TITLE REFERENCE. Vol. 3027 Fol. 397 Vol. 11156 Fol. 169
Vol. 10164 Fol 207 Vol. 8935 Fol. 446
Vol. 10164 Fol. 208 Vol. 9034 Fol. 534
Vol. 8738 Fol. 748 Vol. 9092 Fol. 722

LAST PLAN REFERENCE.
Lot 1 on TP692592T
Lots 1 & 2 on PS327718C
Lot 1 on TP433125B
Lot 1 on TP943537G
Lot 1 on TP759333A
CP101034
Lot 1 on TP759324B

POSTAL ADDRESS: 132-172 SMITH STREET
(at time of subdivision) COLLINGWOOD 3066

MGA CO-ORDINATES: E: 322 510 ZONE: 55
(of approx centre of land in plan) N: 5 814 010 GDA 94

Council Name: Yarra City Council

Council Reference Number: SC15/0049
Planning Permit Reference: SP15/0042
SPEAR Reference Number: S071099P

Certification

This plan is certified under section 6 of the Subdivision Act 1988

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 at Certification

Digitally signed by: Tarquin Huw Leaver for Yarra City Council on 16/10/2015

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Nil	Nil

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is/~~is not~~ based on survey.

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

This survey has been connected to permanent marks No(s)

In Proclaimed Survey Area No.

Other purpose of this plan:
The party wall and implied easements (under section 12(2) of the Subdivision Act 1988) on PS327718C will merge upon registration of this plan.

Lots 301, 505, 607 comprise of 2 parts.

Lots G1 to G7, UG1 to UG12, 101 to 122,124 to 156, 201 to 251, 302 to 351, 401 to 429, 501 to 504,507 to 516, 601,603 to 606, 608 to 611 comprise of 3 parts.

Lots 123, 602, S3 comprise of 4 parts.

Lot S2 comprises of 21 parts.

NOTATIONS

Total site area : 6706m² Number of lots : 232 + S2 + S3

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings.

Face of walls, floors and ceilings: Boundaries shown thus ~~~~~~~~~~
Hatching within a parcel indicates that the structure of the relevant walls, floors and ceilings is contained in that parcel

Interior Face : All Boundaries below the Lower Ground floor slab unless otherwise shown. The boundary between the Lower Ground floor slab and ceiling of Basement Level 1 is defined as the median unless otherwise shown.

Median : All other boundaries

Common Property 1 is all the land in the plan except the lots and Common Property 2 and includes all the structure of those walls,floors, ceilings which define boundaries as Interior Face unless otherwise shown

_ _ _ _ _ _ _ _
Lines shown thus define a structure of the building that does not constitute a boundary

CP - Common Property

Lot 506 has been omitted from this plan

Parcels labeled with an asterisk (*) - see Typical Elevation

All internal columns, service ducts, pipe shafts, cable ducts & service installations within the building are deemed to be part of common property No.1. The positions of these columns, service ducts, pipe shafts, cable ducts & service installations may not have been shown on the diagrams contained herein.

Lots in this plan may be affected by one or more Owners Corporations.
For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SURVEYORS FILE REF: 13635

ORIGINAL SHEET SIZE: A3

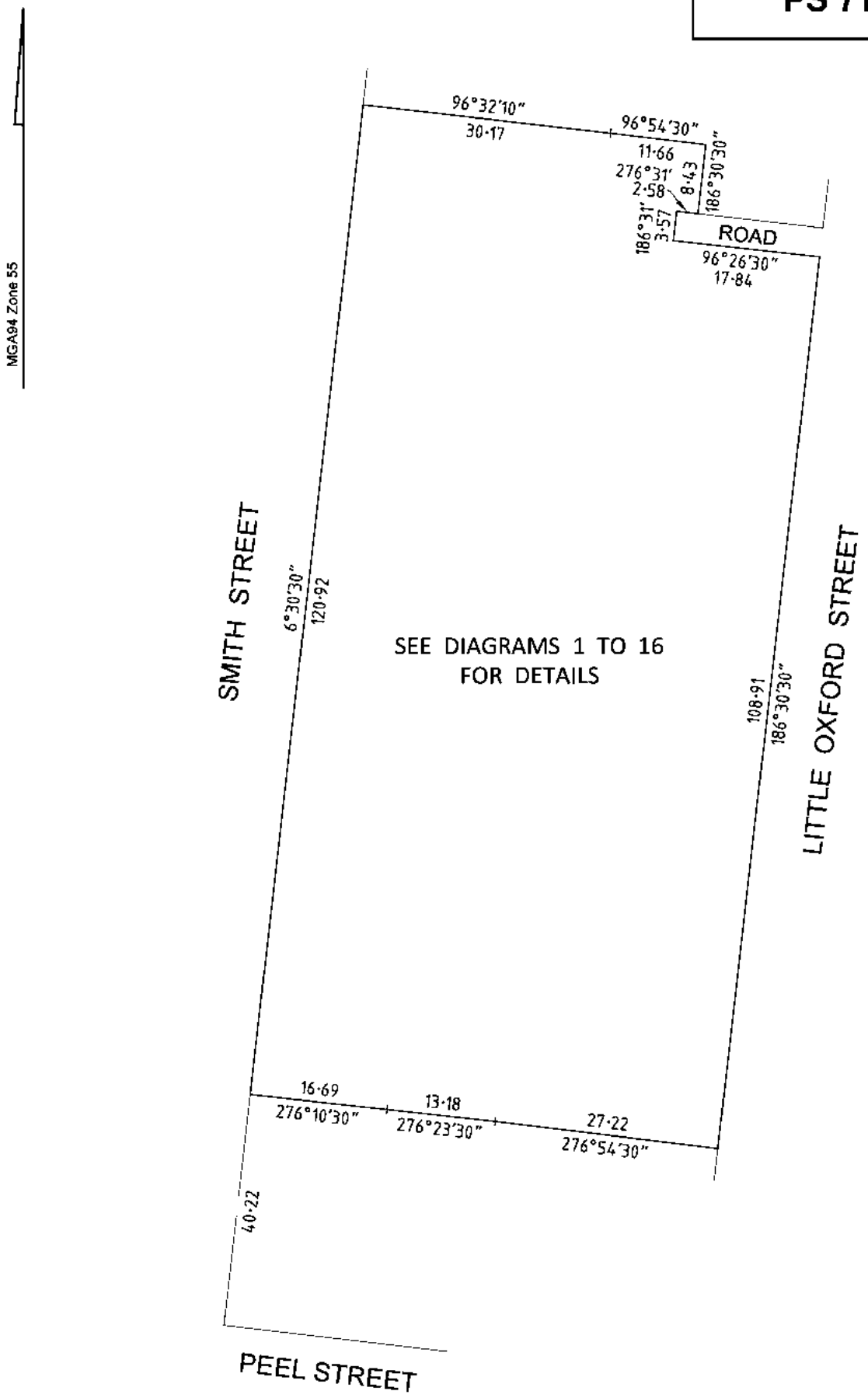
SHEET 1 OF 29

Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015

PLAN REGISTERED
DATE 27 / 11 / 2015
TIME 2 : 59 PM
ROB Mc BAIN
Assistant Registrar of Titles

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PS 719570Y



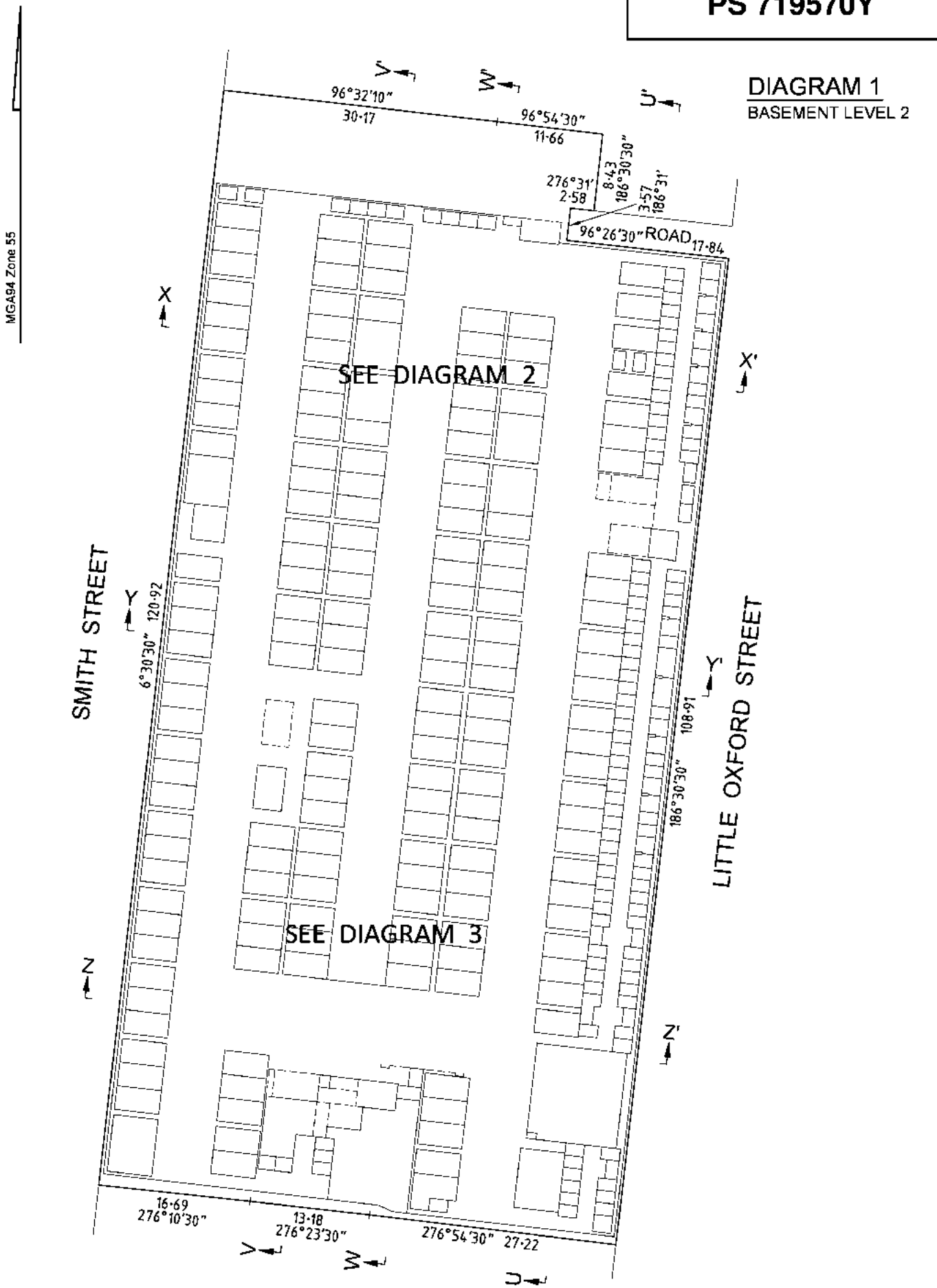
GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE 1·500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015		Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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PS 719570Y

DIAGRAM 1
BASEMENT LEVEL 2



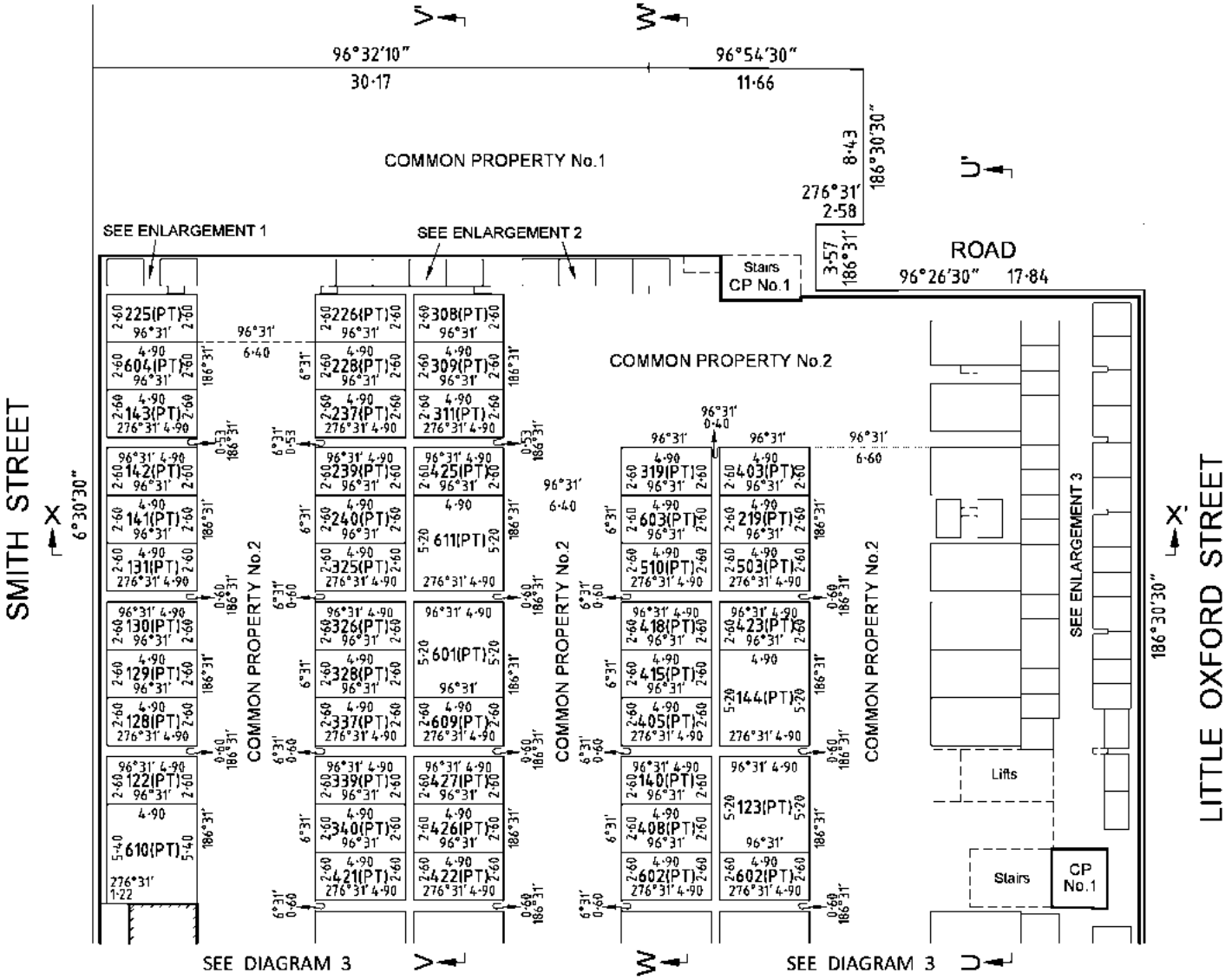
GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·400 4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015	Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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PS 719570Y

MGA94 Zone 55

DIAGRAM 2
BASEMENT LEVEL 2 (PART)



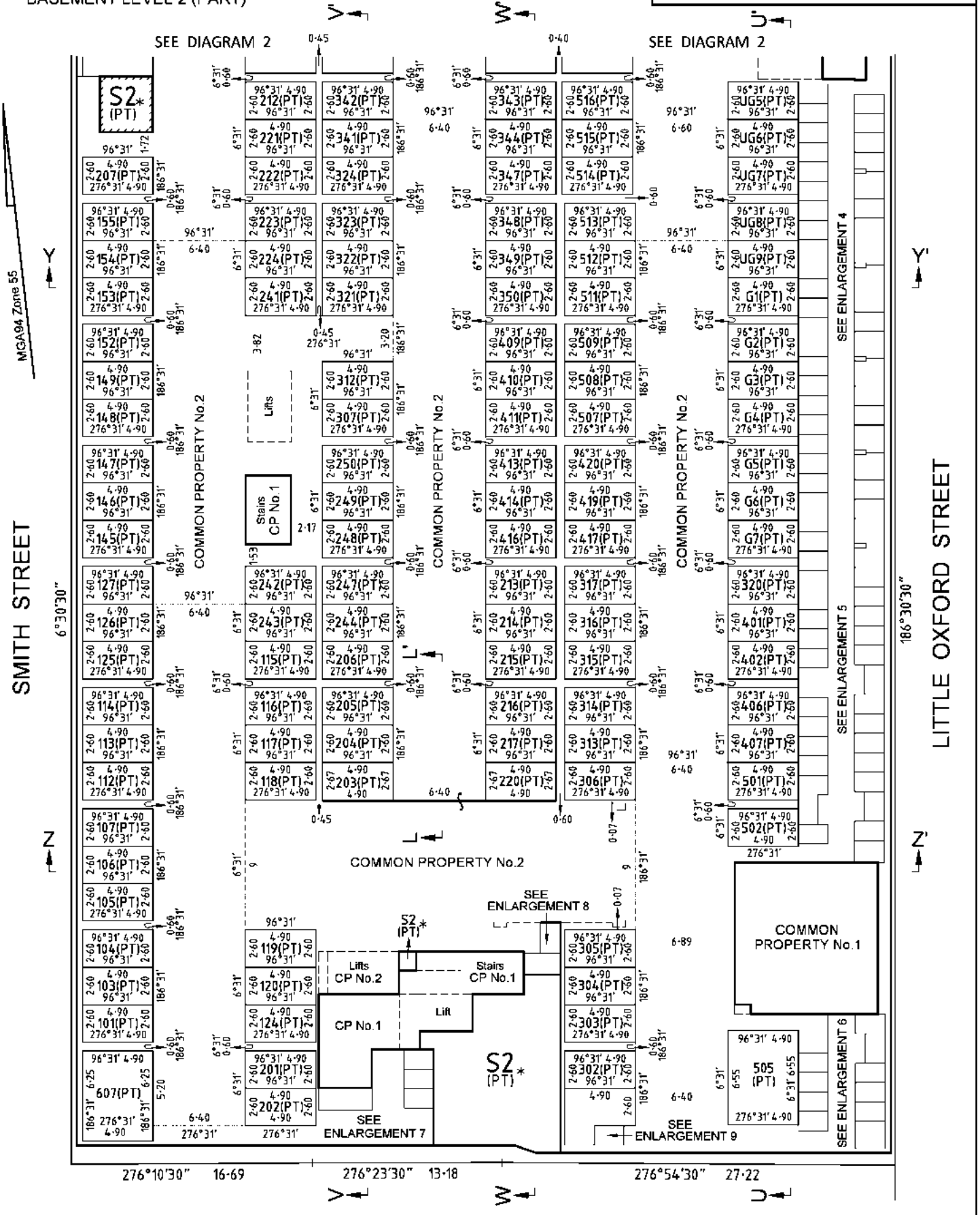
GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·250 2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015	Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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DIAGRAM 3

BASEMENT LEVEL 2 (PART)

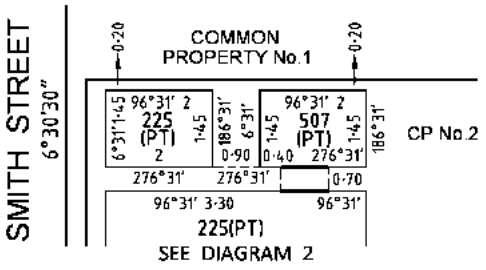
PS 719570Y



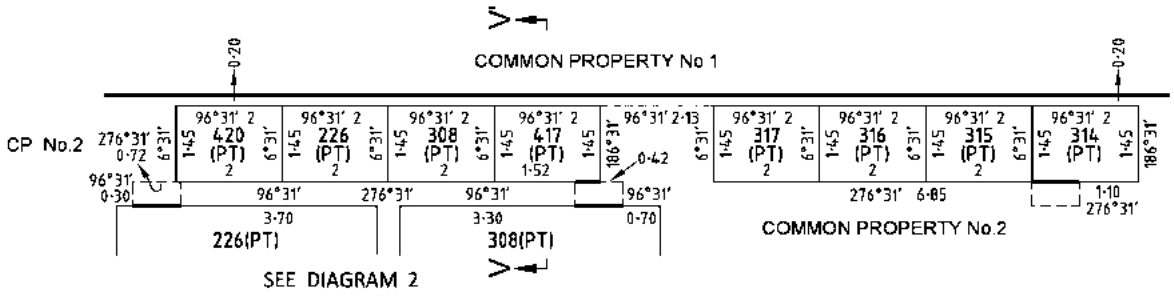
GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 — SHEET 5
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015		Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P

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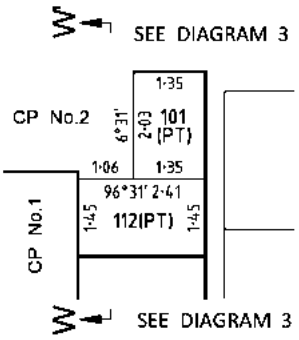


ENLARGEMENT 1
BASEMENT LEVEL 2
SCALE 1:100

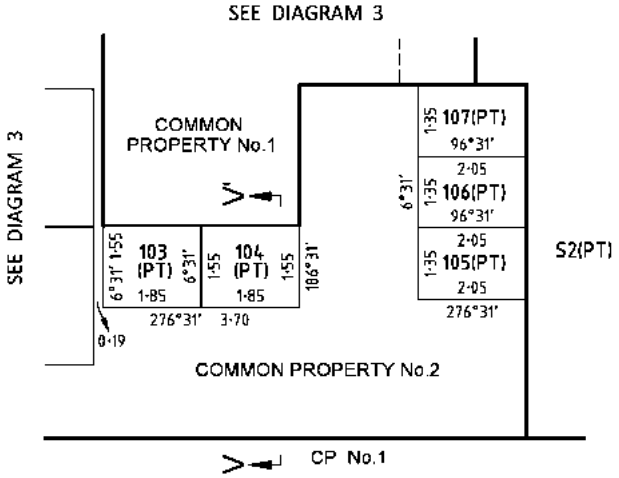


ENLARGEMENT 2
BASEMENT LEVEL 2
SCALE 1:100

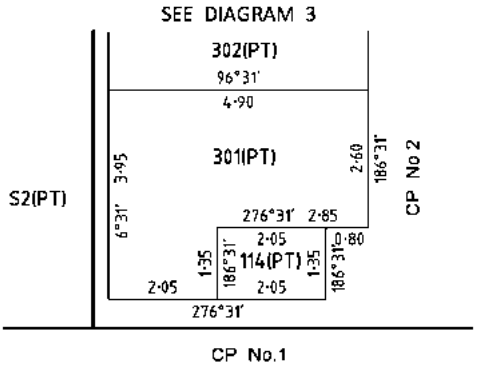
MGA94 Zone 55



ENLARGEMENT 8
BASEMENT LEVEL 2
SCALE 1:100



ENLARGEMENT 7
BASEMENT LEVEL 2
SCALE 1:100

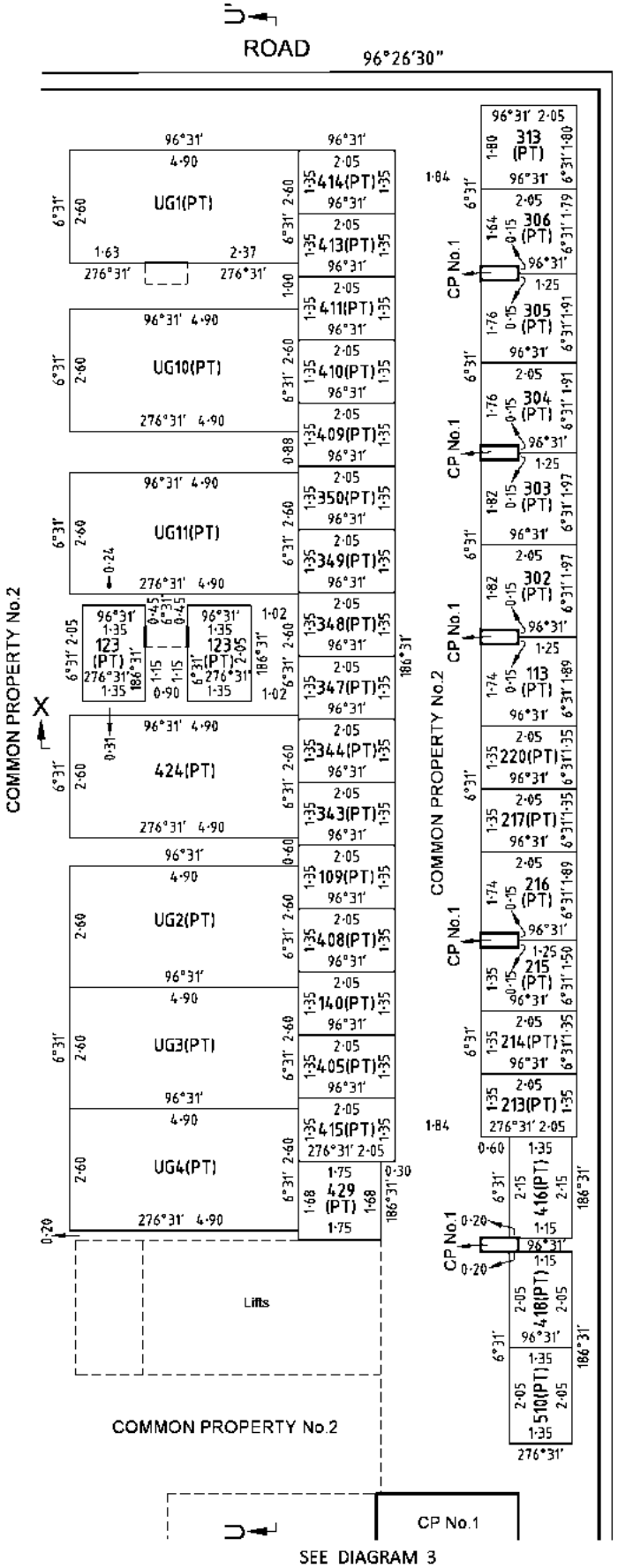


ENLARGEMENT 9
BASEMENT LEVEL 2
SCALE 1:100

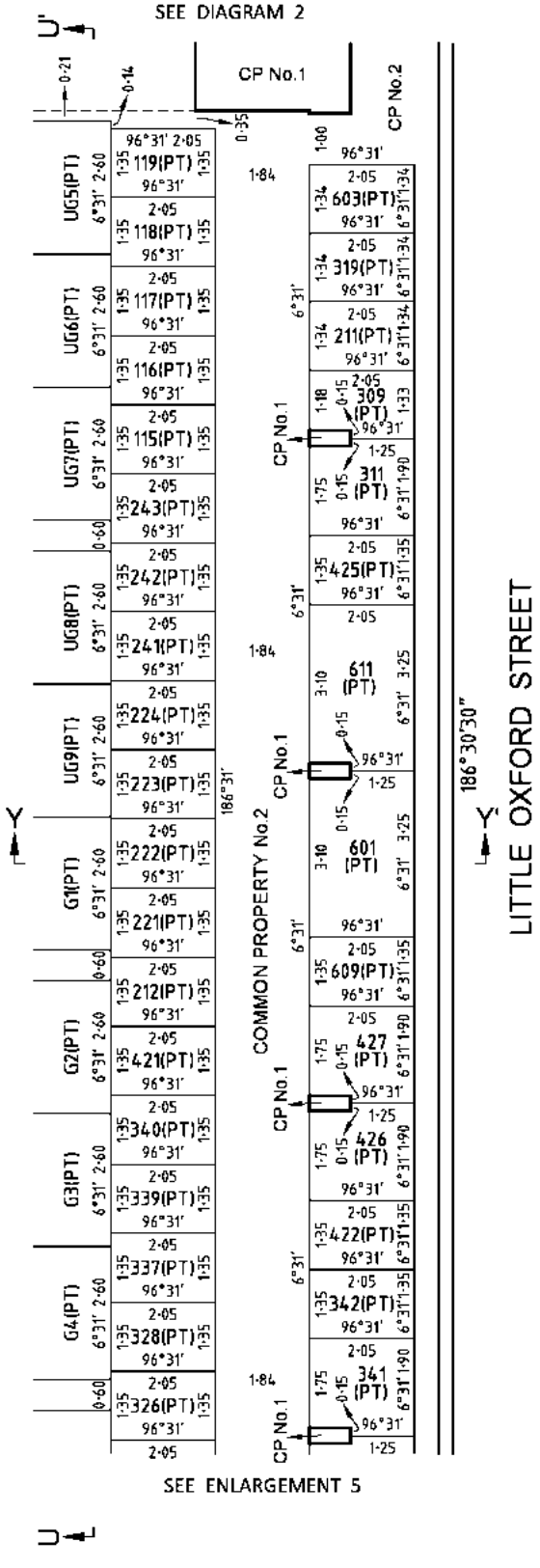
GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015	Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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ENLARGEMENT 3
BASEMENT LEVEL 2
SCALE 1:100



ENLARGEMENT 4
BASEMENT LEVEL 2
SCALE 1:100

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E-mail: goodison@pacific.net.au

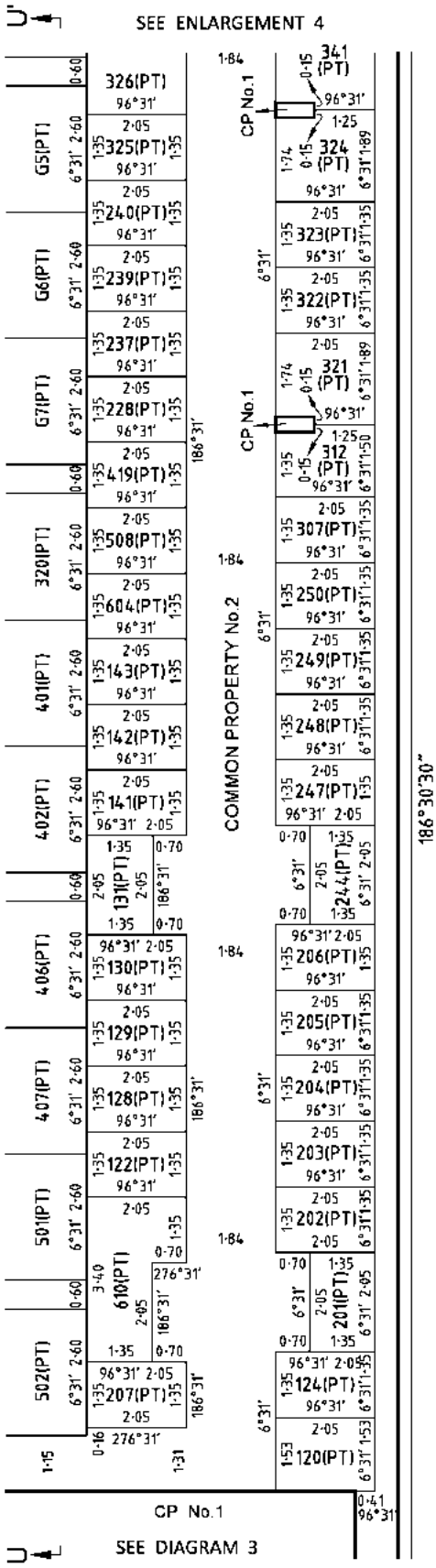
SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 7

Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015

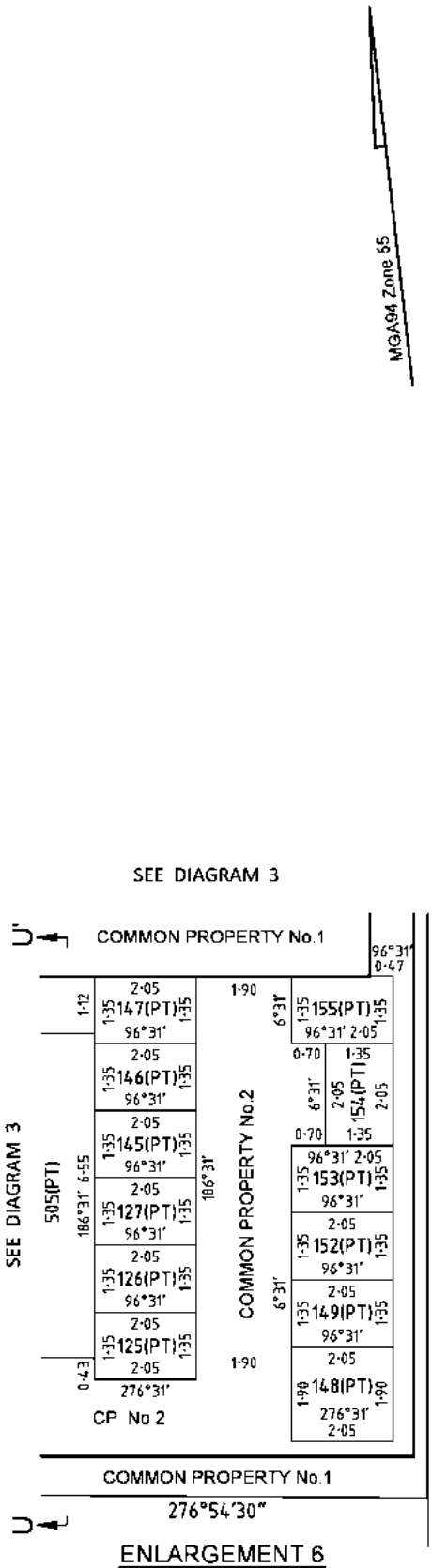
Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P

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ENLARGEMENT 5
BASEMENT LEVEL 2
SCALE 1:100



ENLARGEMENT 6
BASEMENT LEVEL 2
SCALE 1:100

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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 8

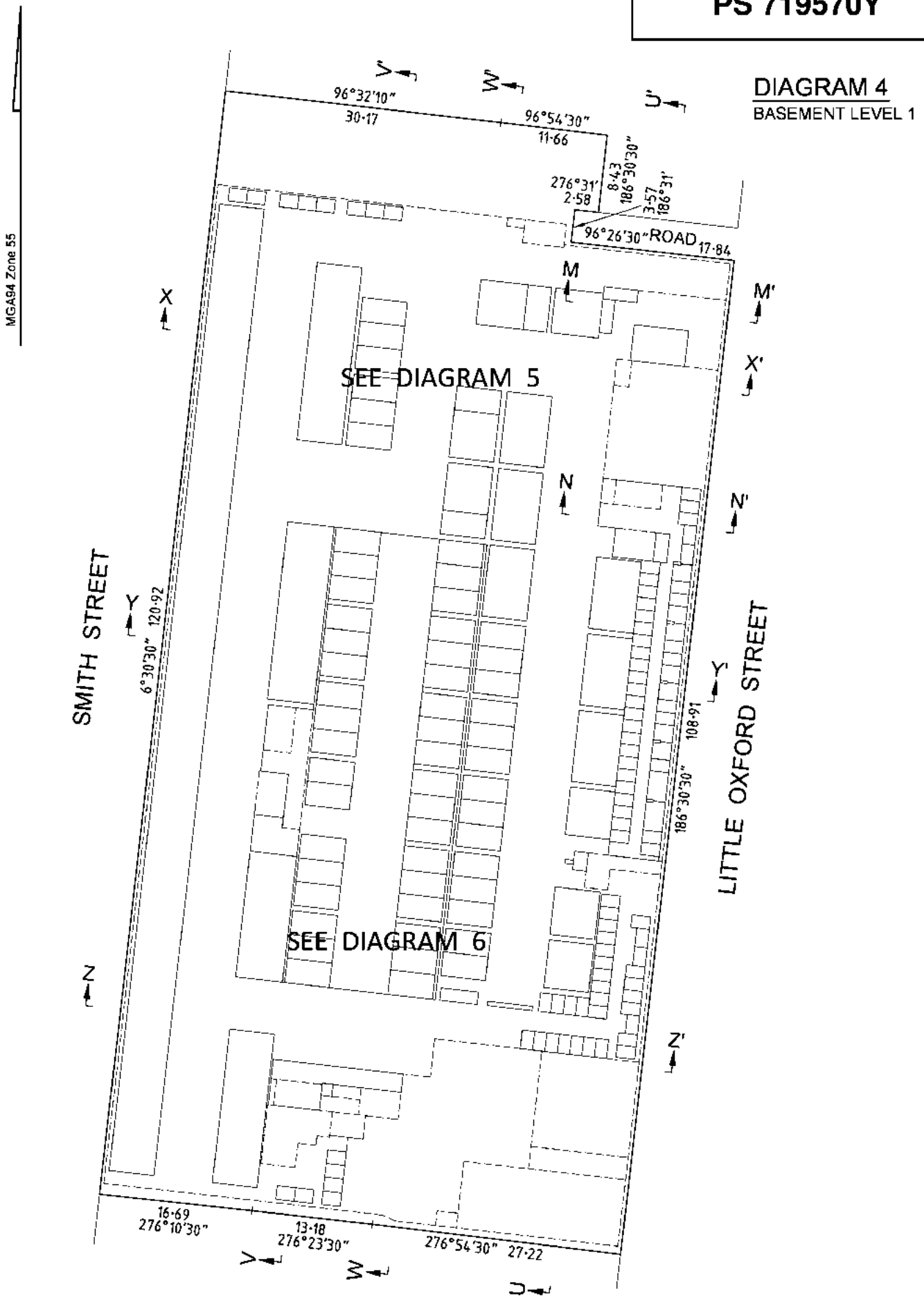
Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (4),
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DIAGRAM 4
BASEMENT LEVEL 1



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TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE		ORIGINAL SHEET	
1·400	4 0 4 8 12 16 LENGTHS ARE IN METRES	SIZE: A3	SHEET 9

Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (4),
15/10/2015 Amended: 27/11/2015

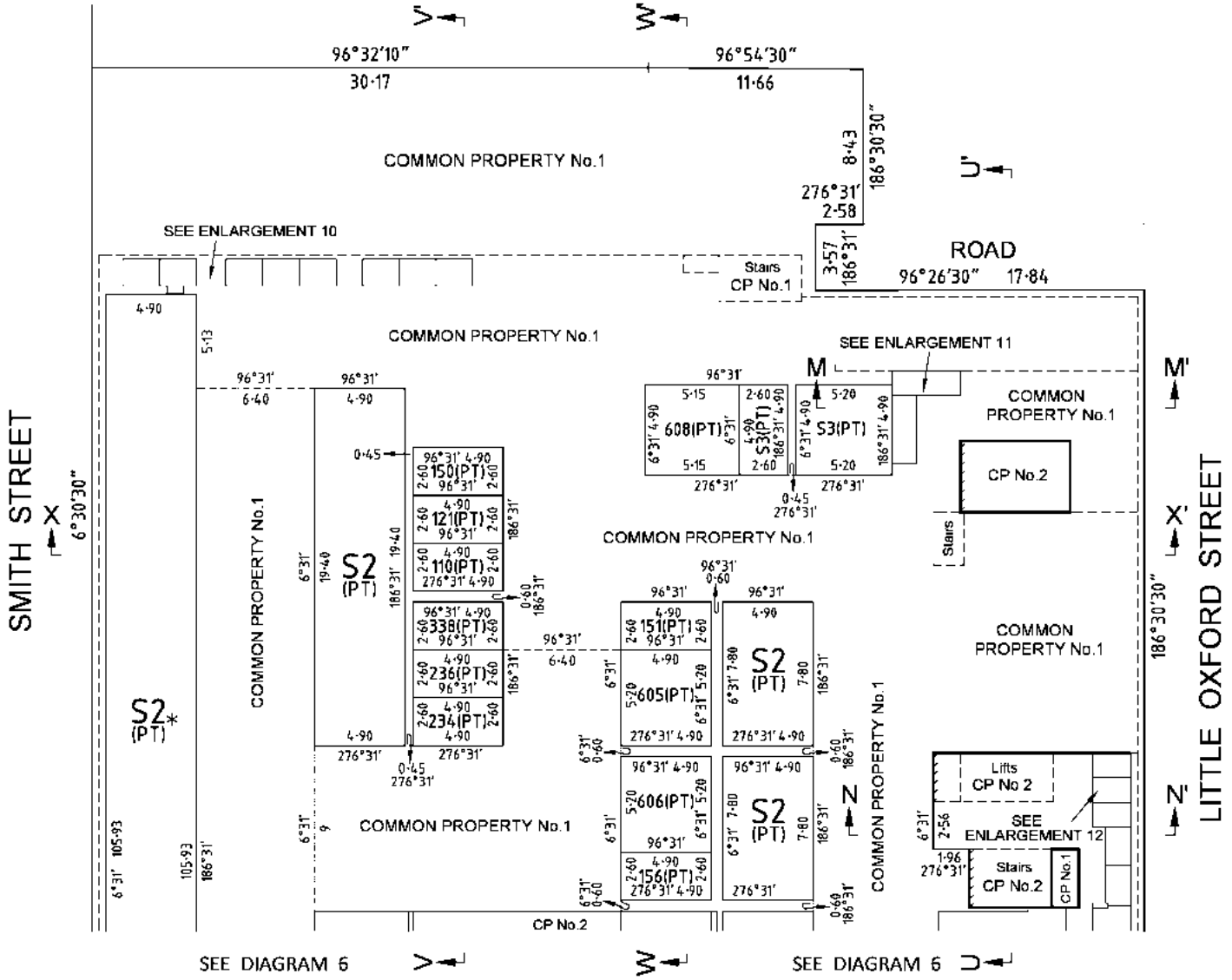
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Yarra City Council,
16/10/2015.
SPEAR Ref: S071099P

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PS 719570Y

MGA94 Zone 55

DIAGRAM 5
BASEMENT LEVEL 1 (PART)



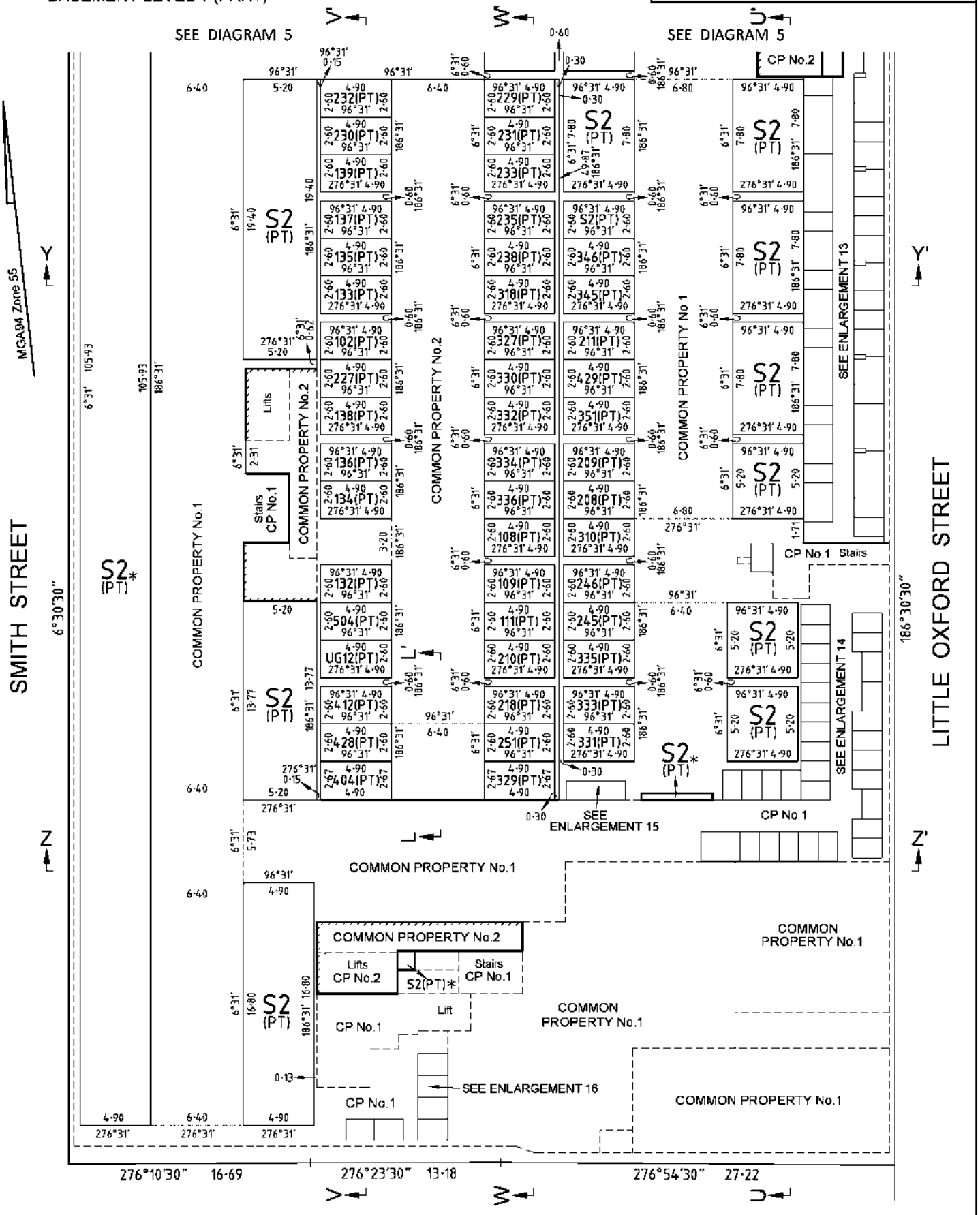
GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 10
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015		Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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DIAGRAM 6

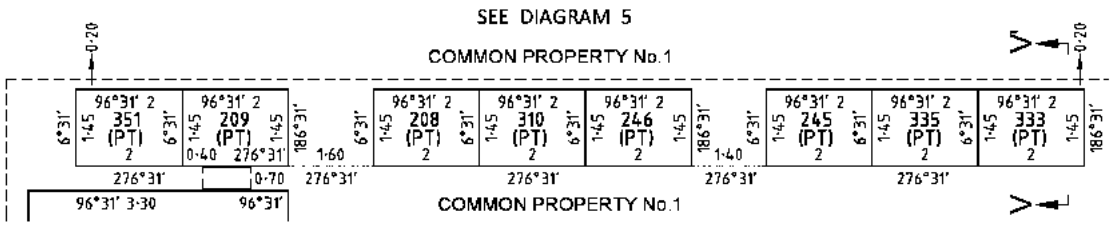
BASEMENT LEVEL 1 (PART)

PS 719570Y

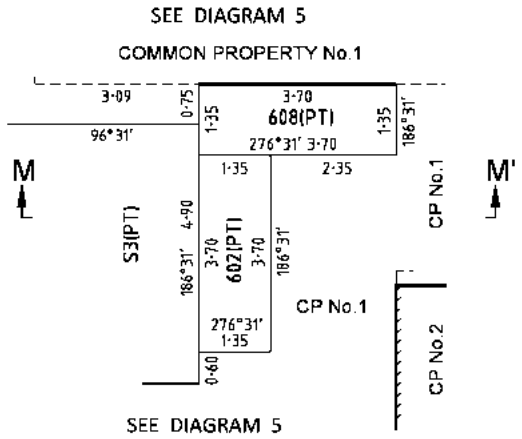

SEE DIAGRAM 5
SEE DIAGRAM 5
MGA94 Zone 55
SMITH STREET
LITTLE OXFORD STREET
COMMON PROPERTY No.1
COMMON PROPERTY No.2
COMMON PROPERTY No.1
COMMON PROPERTY No.1
Lifts
Stairs CP No.1
Lifts CP No.2
Stairs CP No.1
Lift
CP No.1
CP No.2
CP No.1 Stairs
CP No 1
SEE ENLARGEMENT 13
SEE ENLARGEMENT 14
SEE ENLARGEMENT 15
SEE ENLARGEMENT 16
S2 (PT)
S2 (PT)*
S2 (PT)
S2 (PT)
S2 (PT)
S2 (PT)
S2 (PT)
S2 (PT)*
S2 (PT)
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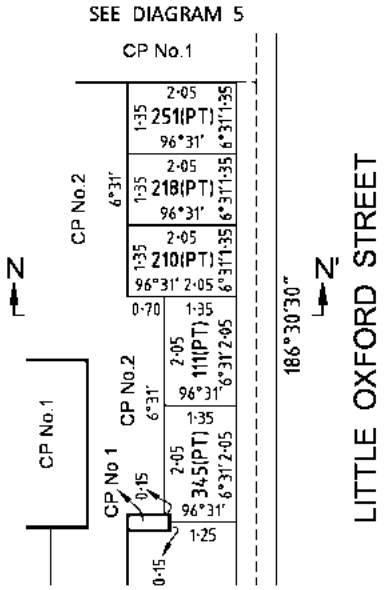
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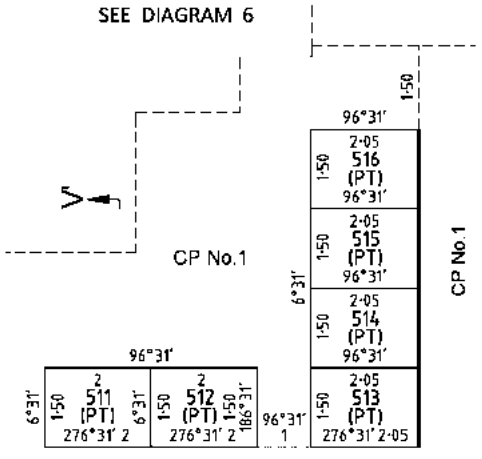
ENLARGEMENT 10
BASEMENT LEVEL 1
SCALE 1:100



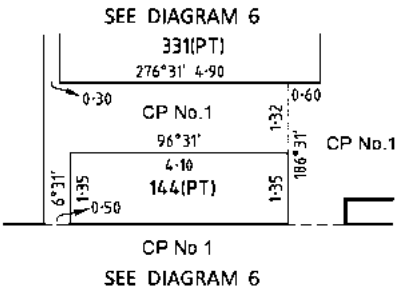
ENLARGEMENT 11
BASEMENT LEVEL 1
SCALE 1:100



ENLARGEMENT 12
BASEMENT LEVEL 1
SCALE 1:100



ENLARGEMENT 16
BASEMENT LEVEL 1
SCALE 1.100



ENLARGEMENT 15
BASEMENT LEVEL 1
SCALE 1:100

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LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
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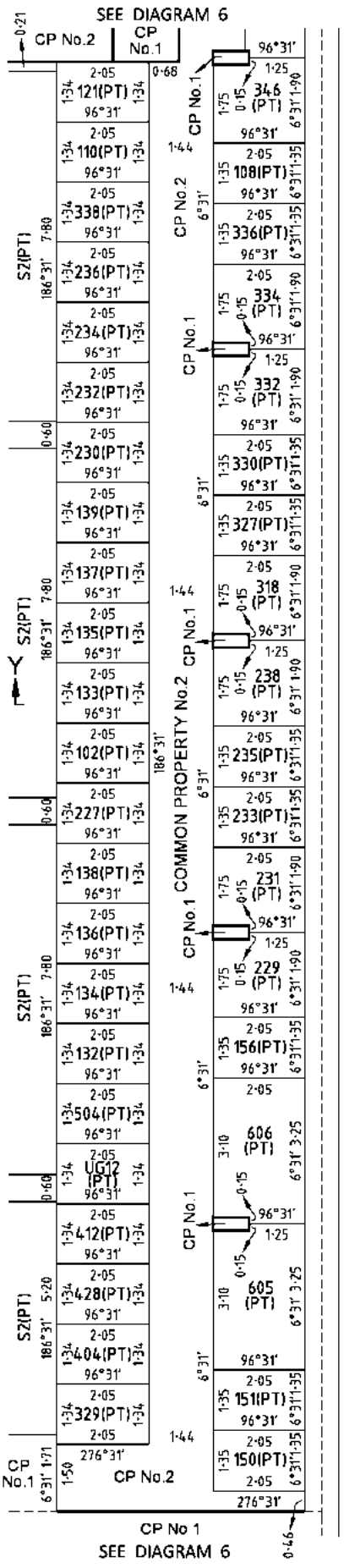
SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 12

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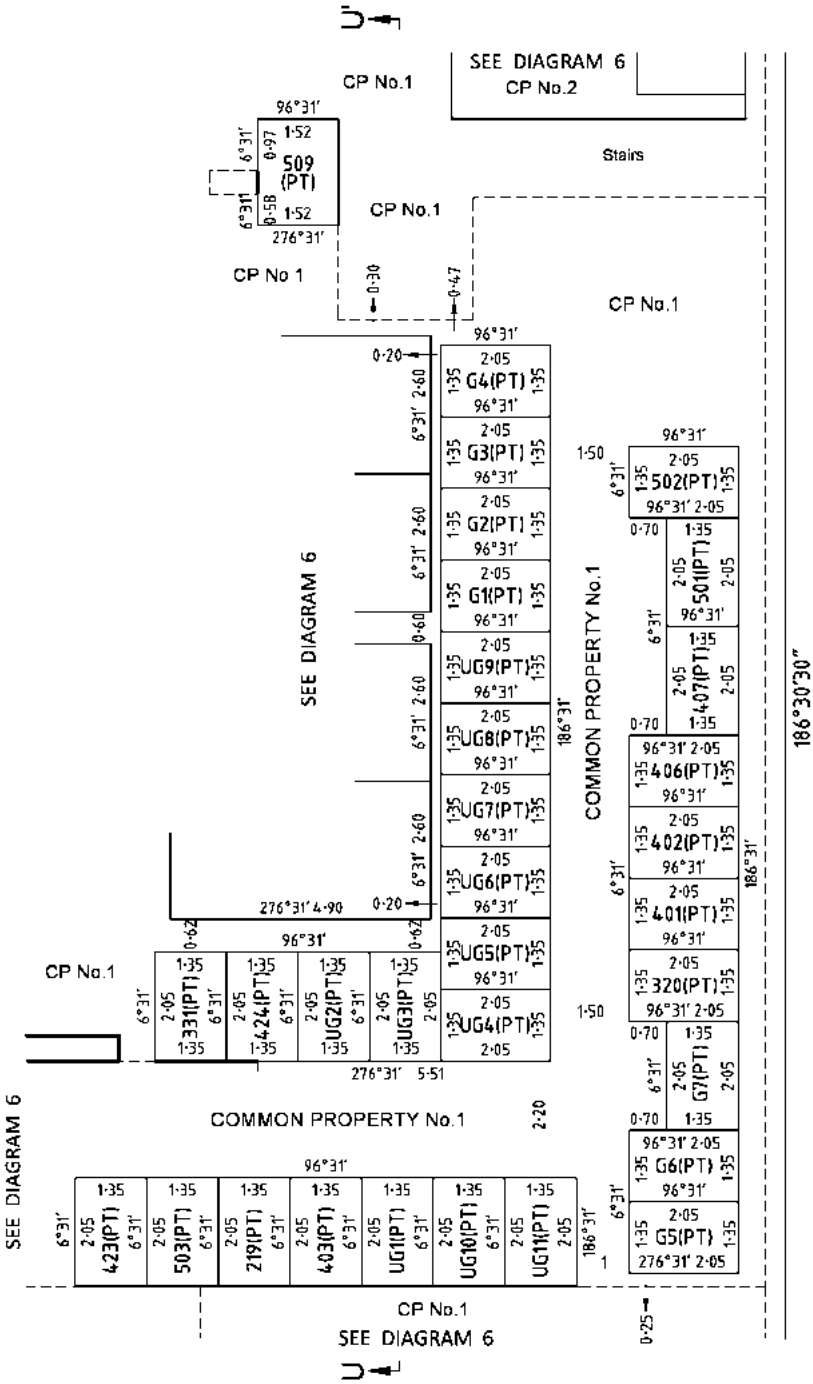
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ENLARGEMENT 13
BASEMENT LEVEL 1
SCALE 1:100



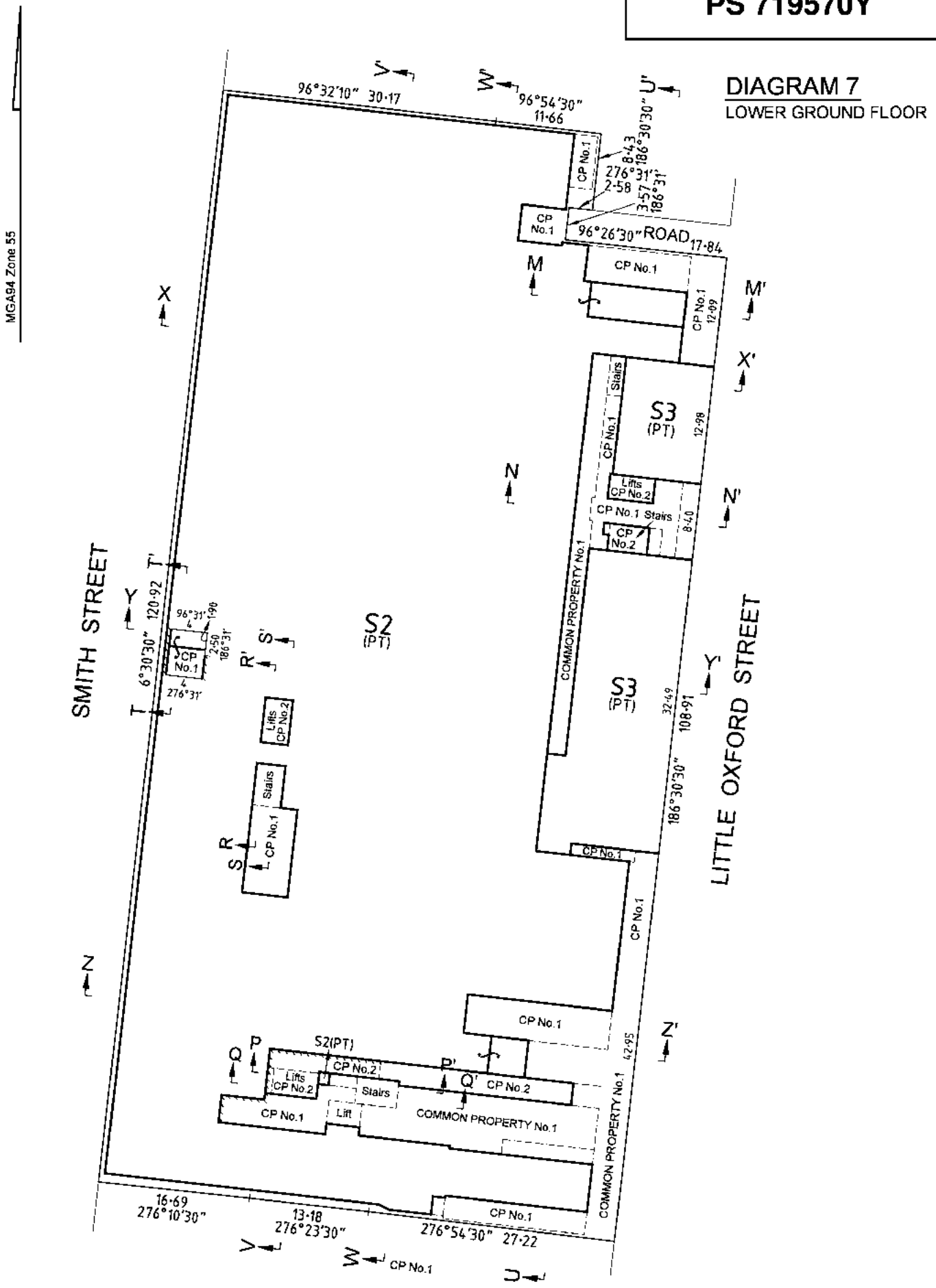
ENLARGEMENT 14
BASEMENT LEVEL 1
SCALE 1:100

GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 13
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015	Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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DIAGRAM 7
LOWER GROUND FLOOR

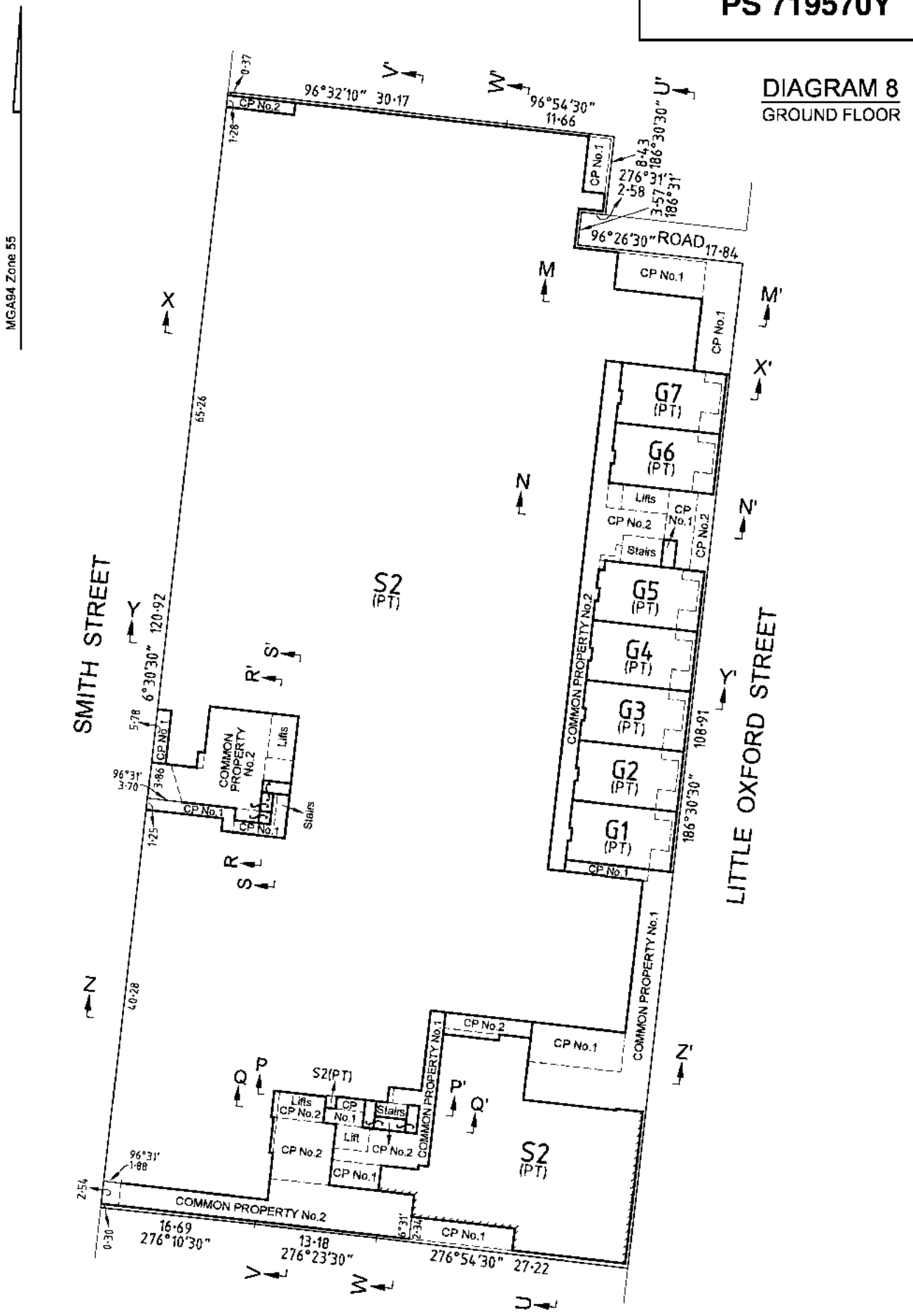


GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·400 4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 14
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015	Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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DIAGRAM 8
GROUND FLOOR

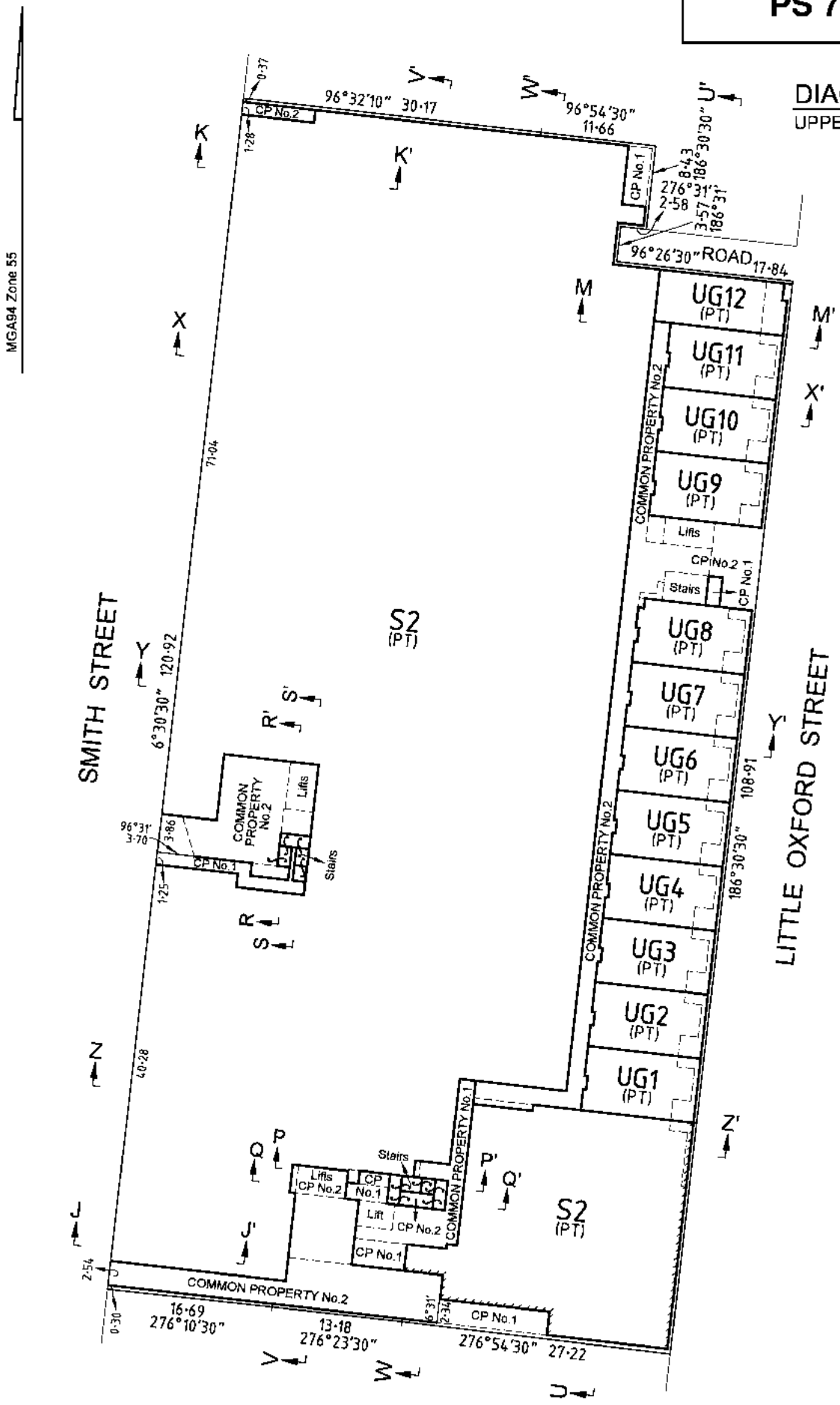


GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·400 4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 15
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DIAGRAM 9
UPPER GROUND FLOOR

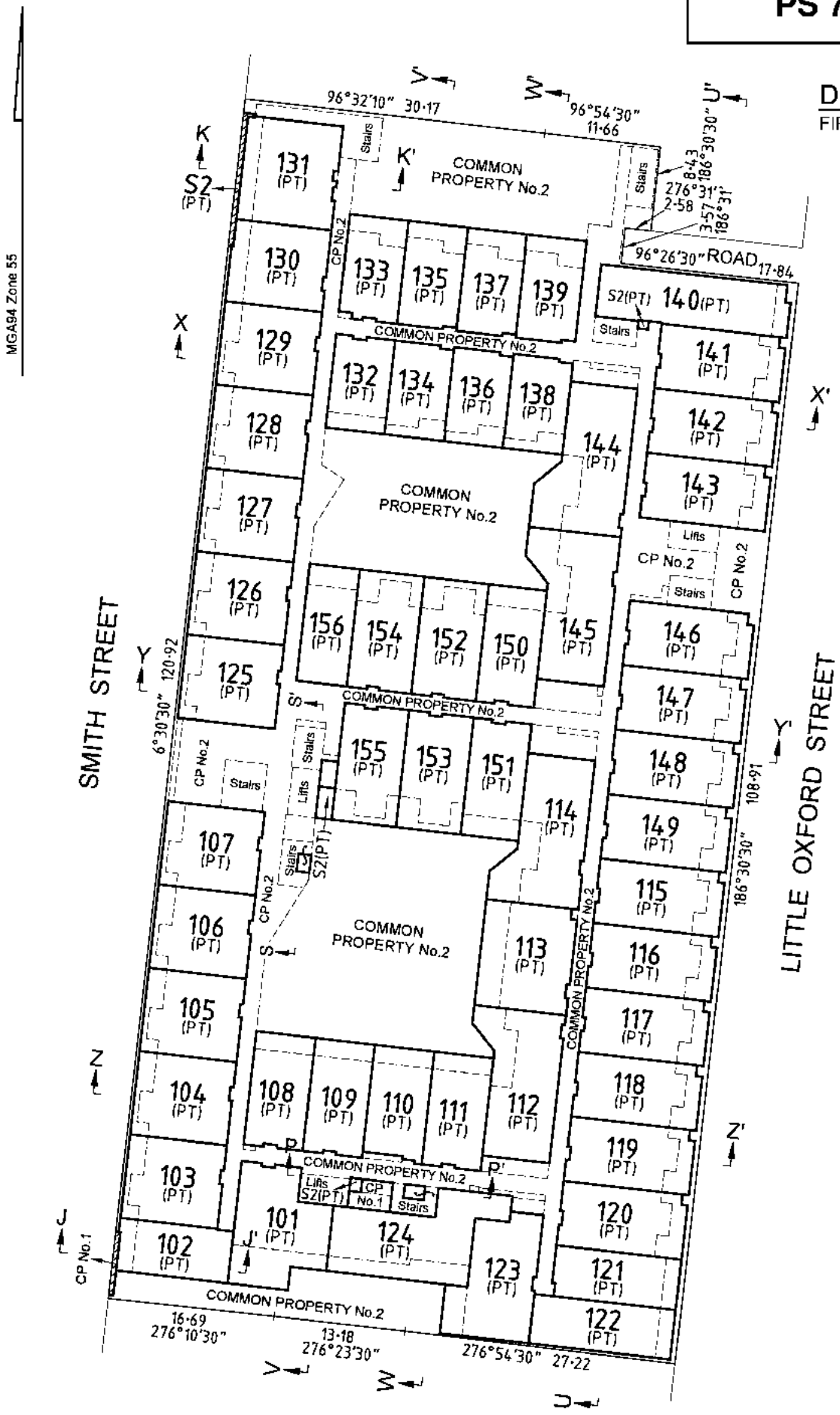


GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 16
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015		Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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DIAGRAM 10
FIRST FLOOR

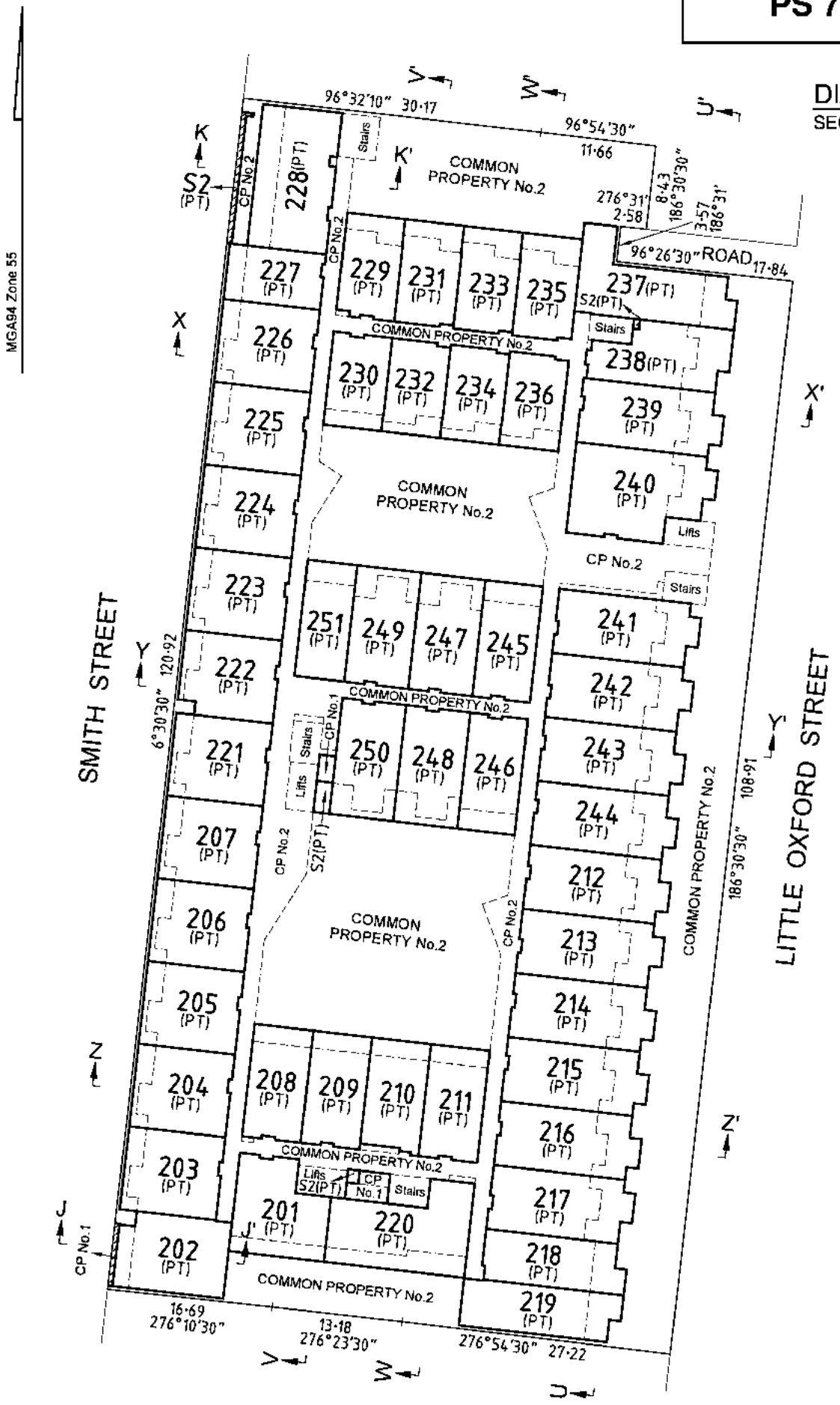


GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·400 4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 17
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DIAGRAM 11
SECOND FLOOR



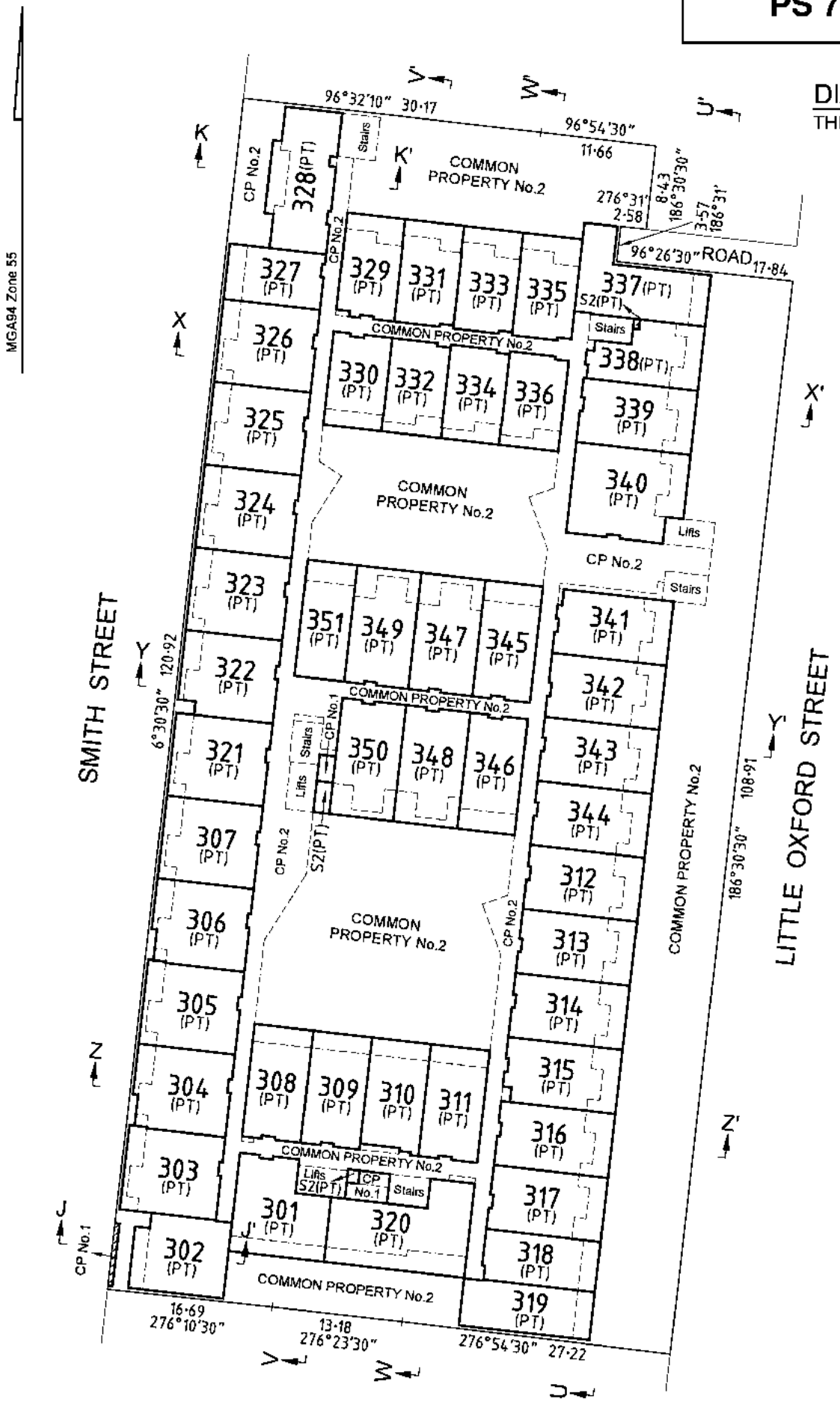
GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 18
1·400	4 0 4 8 12 16 LENGTHS ARE IN METRES		
Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015		Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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DIAGRAM 12
THIRD FLOOR

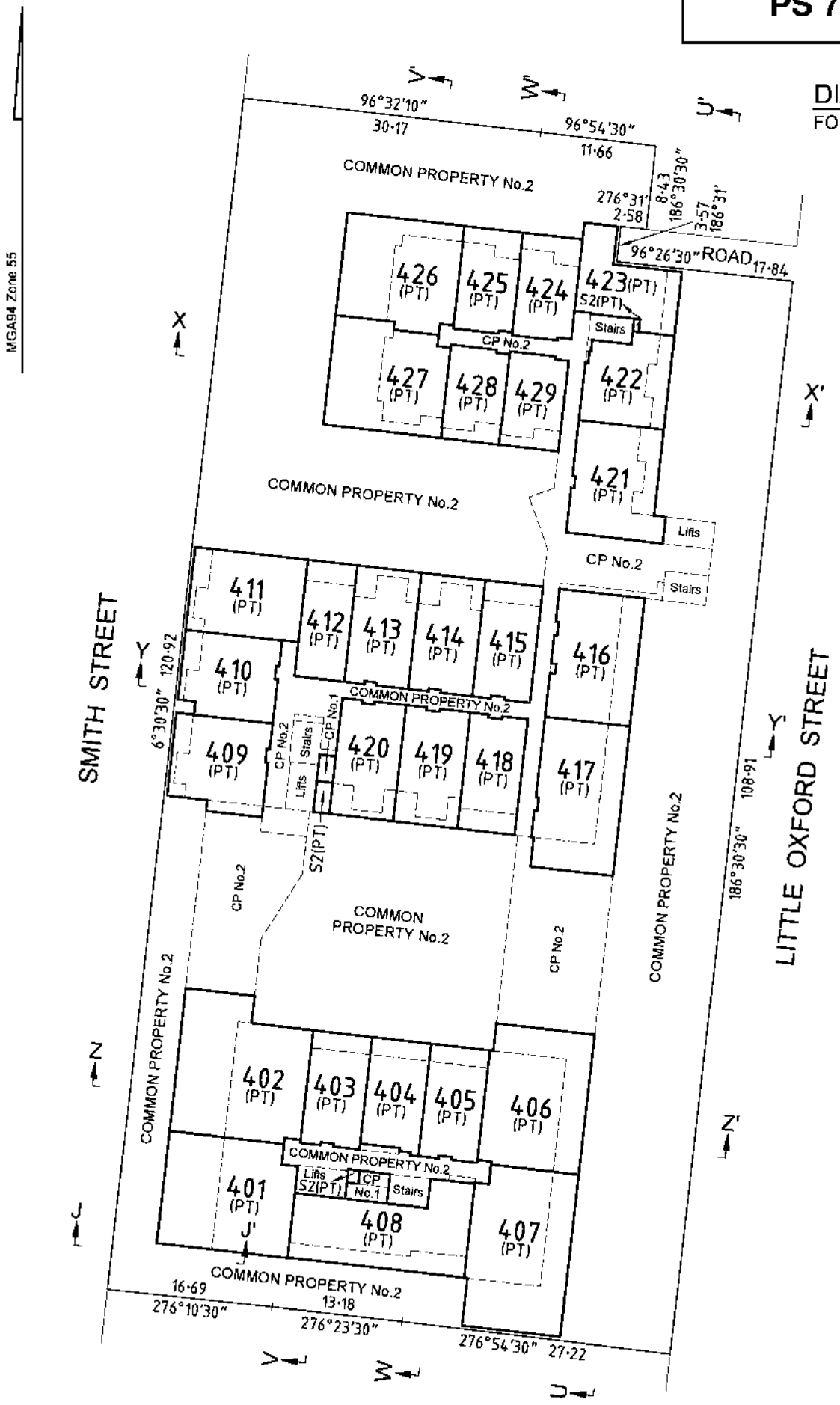


GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·400 4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 19
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015	Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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DIAGRAM 13
FOURTH FLOOR

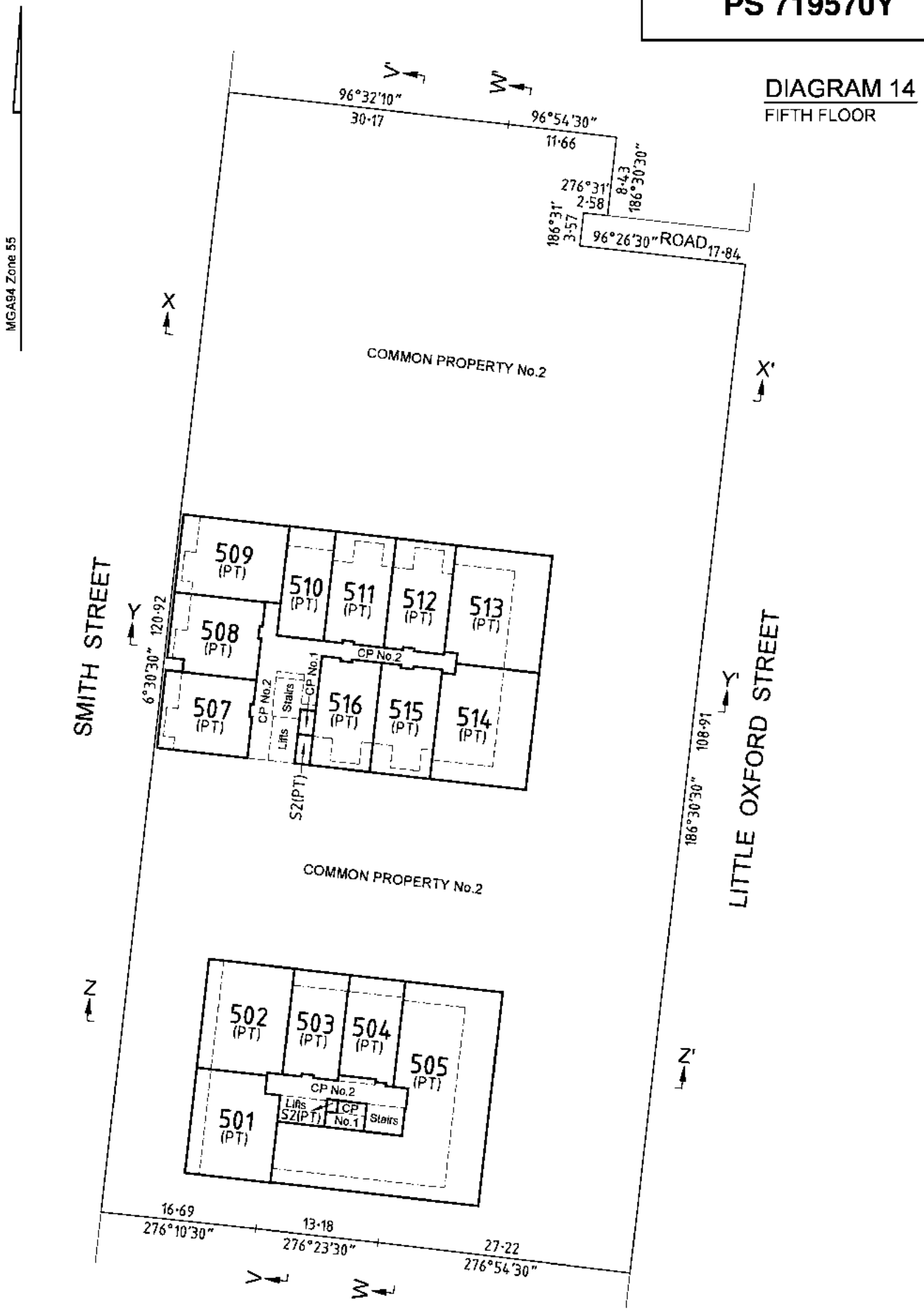


GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1·400 4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 20
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 15/10/2015 Amended: 27/11/2015	Digitally signed by: Yarra City Council, 16/10/2015. SPEAR Ref: S071099P	

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PS 719570Y

DIAGRAM 14
FIFTH FLOOR

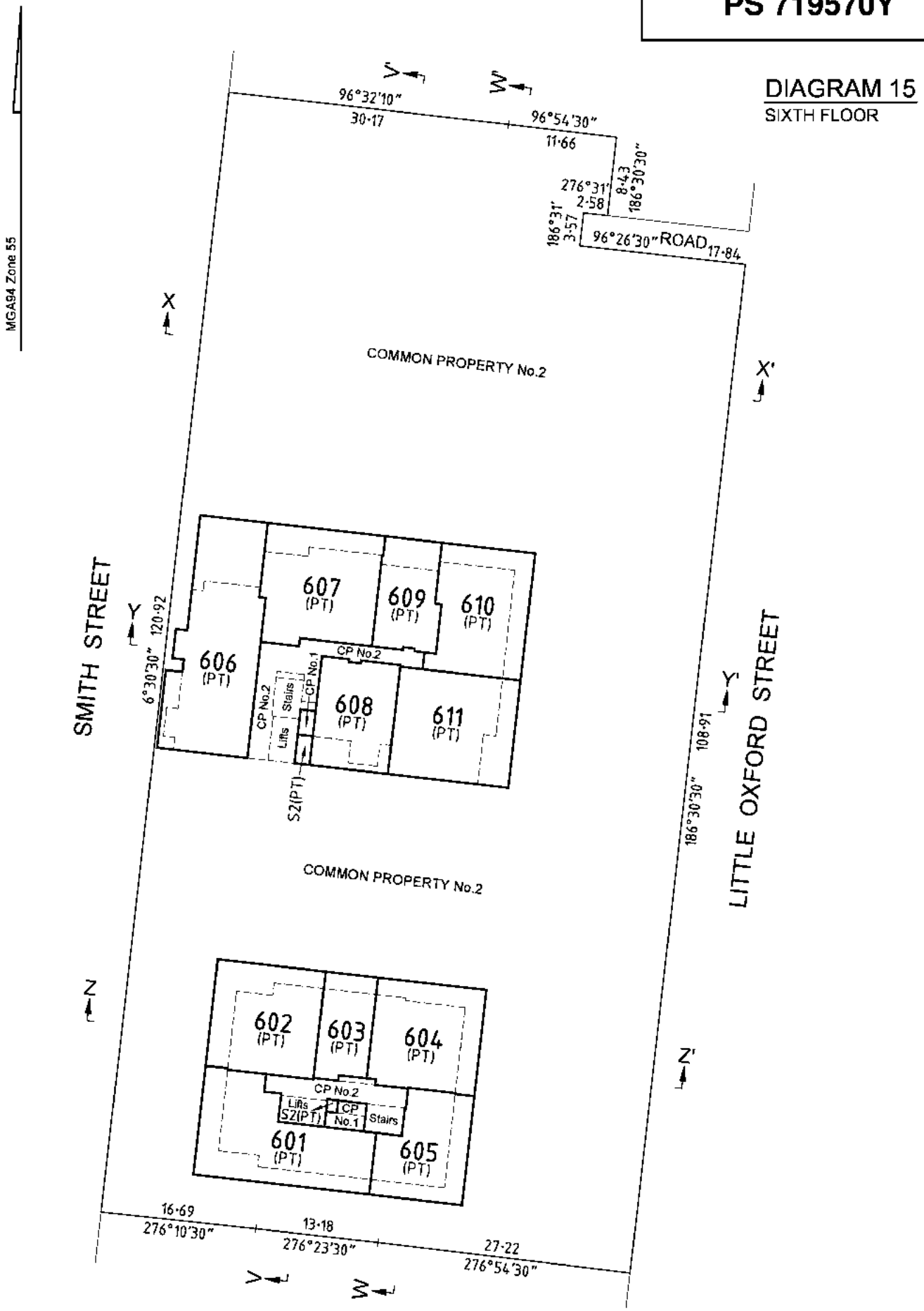


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DIAGRAM 15
SIXTH FLOOR



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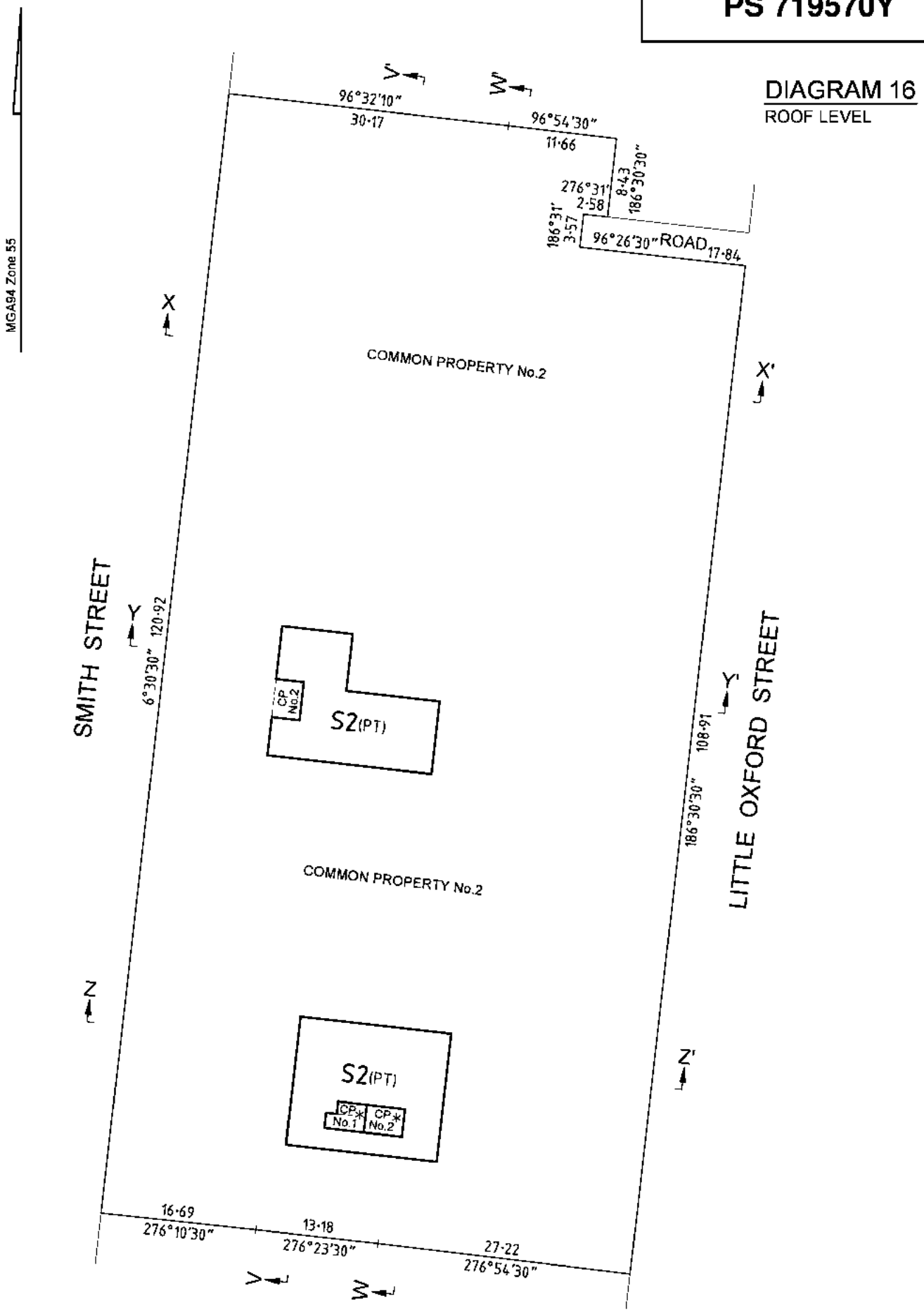
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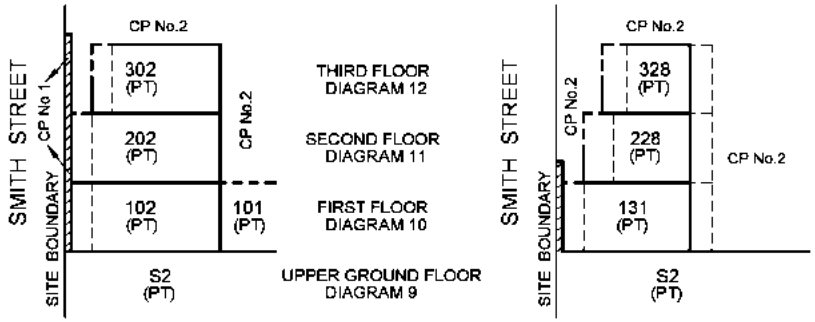
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DIAGRAM 16
ROOF LEVEL



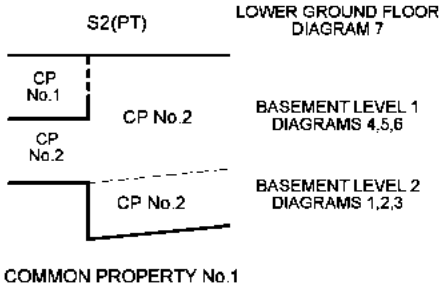
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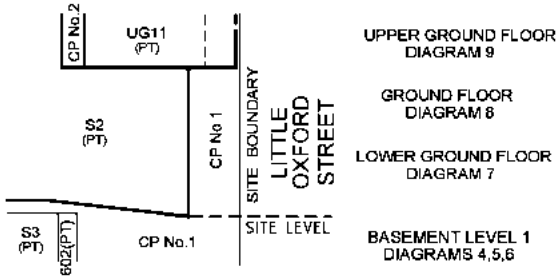


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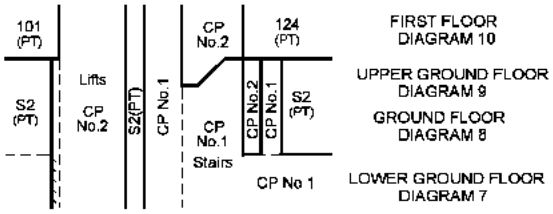
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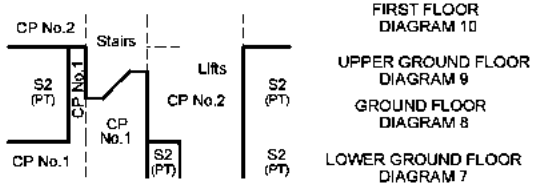
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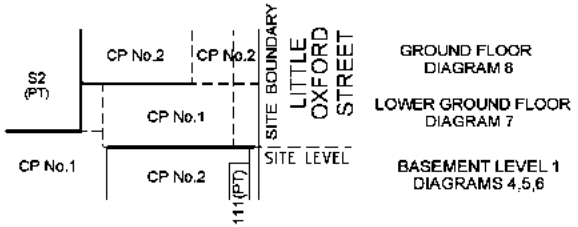
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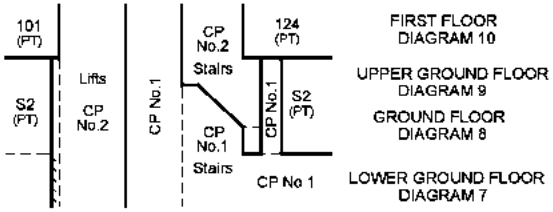
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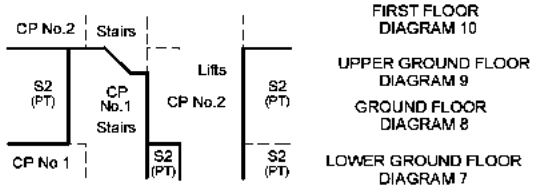
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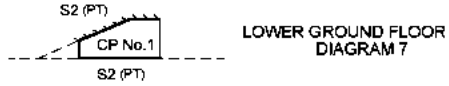
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TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

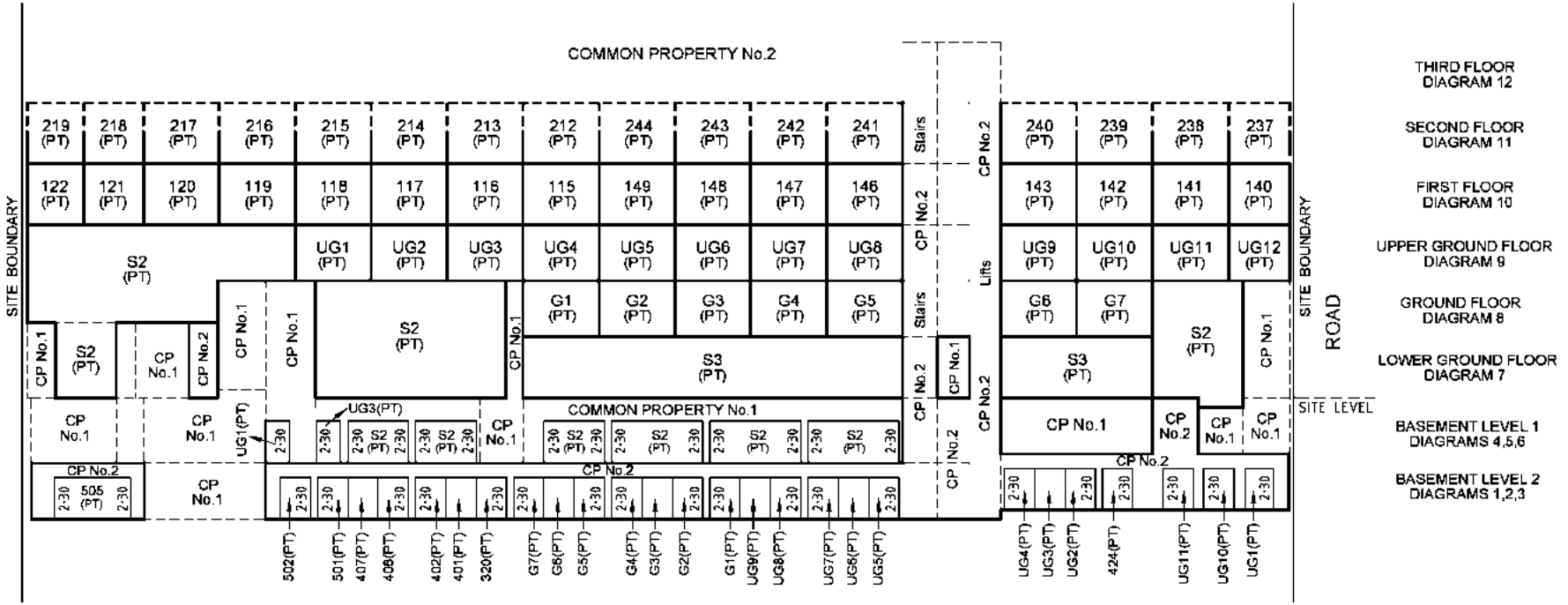
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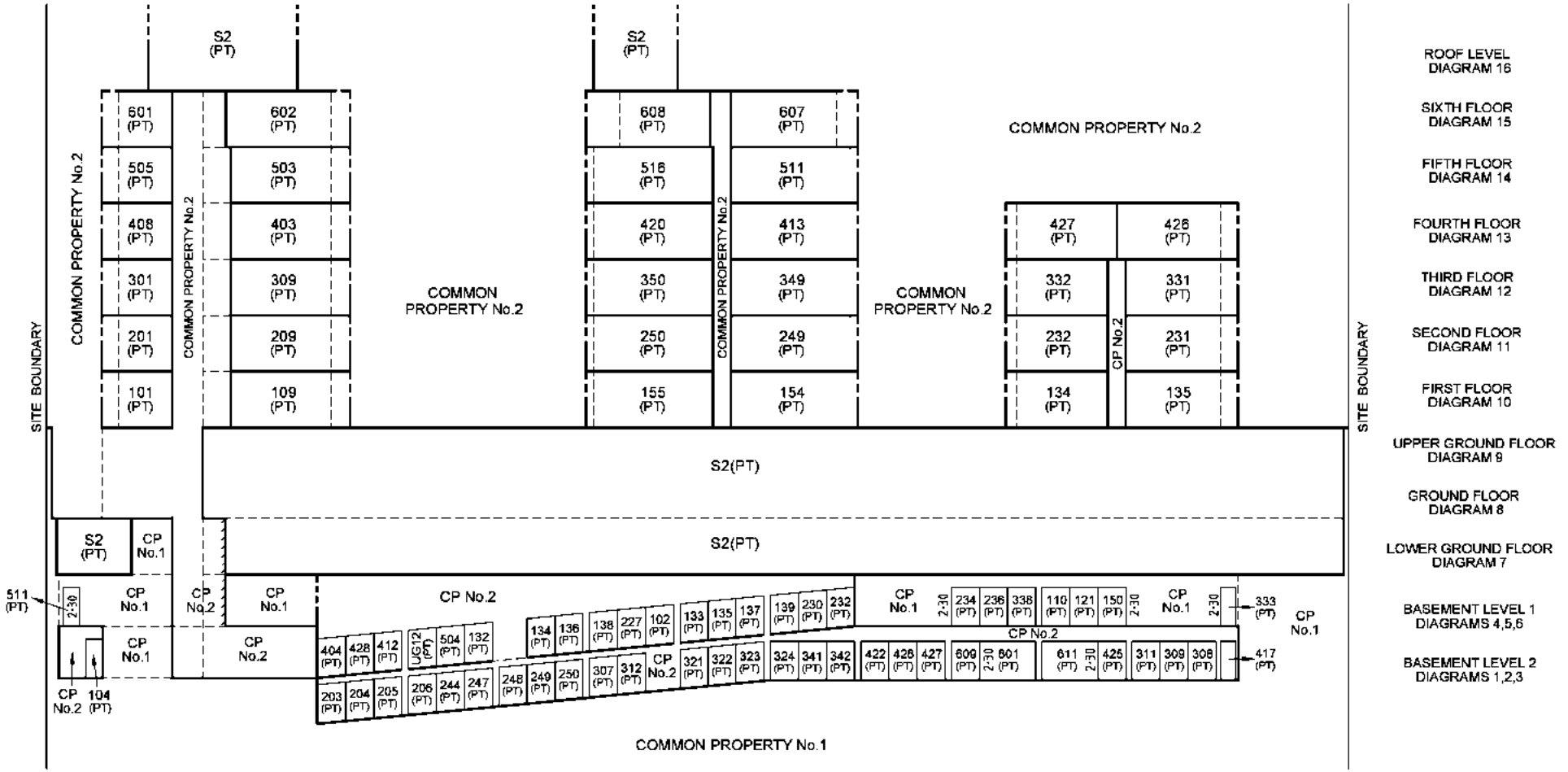
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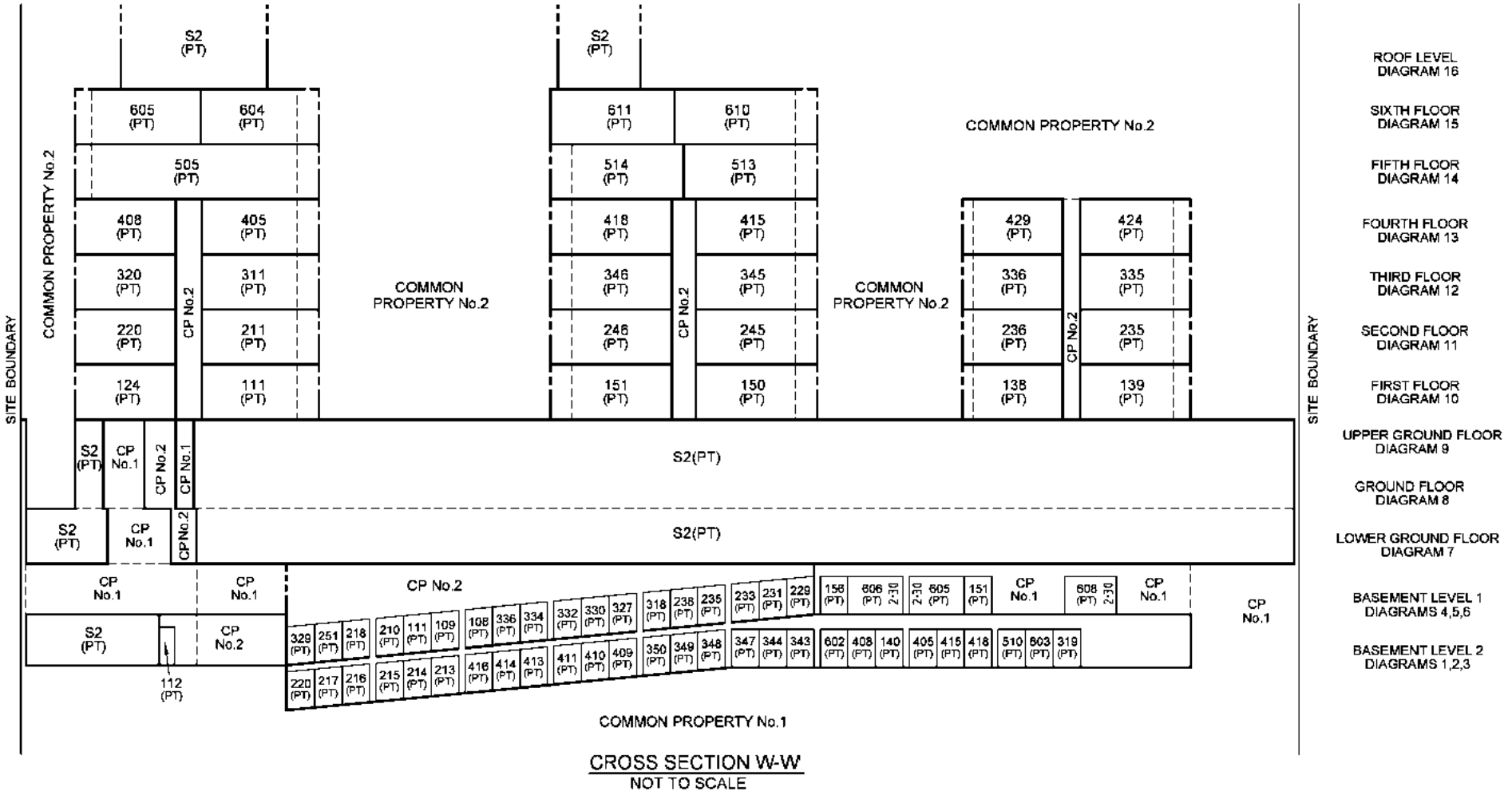
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SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 26
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TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

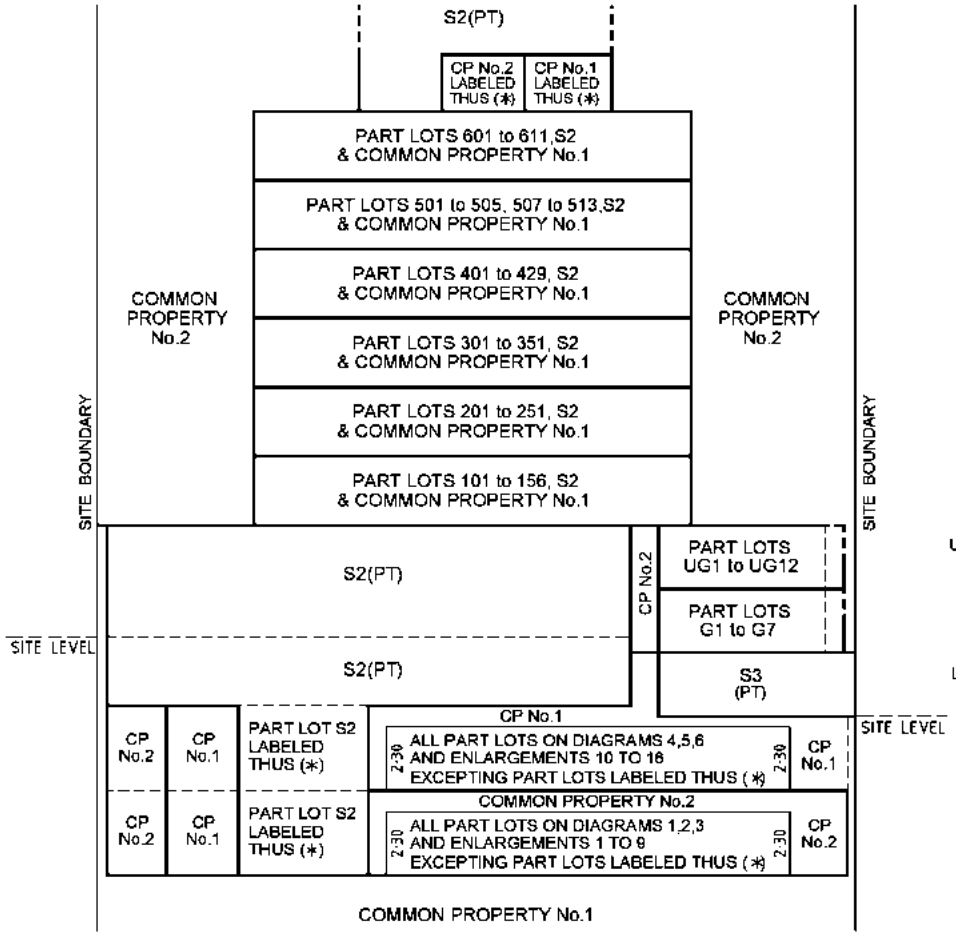
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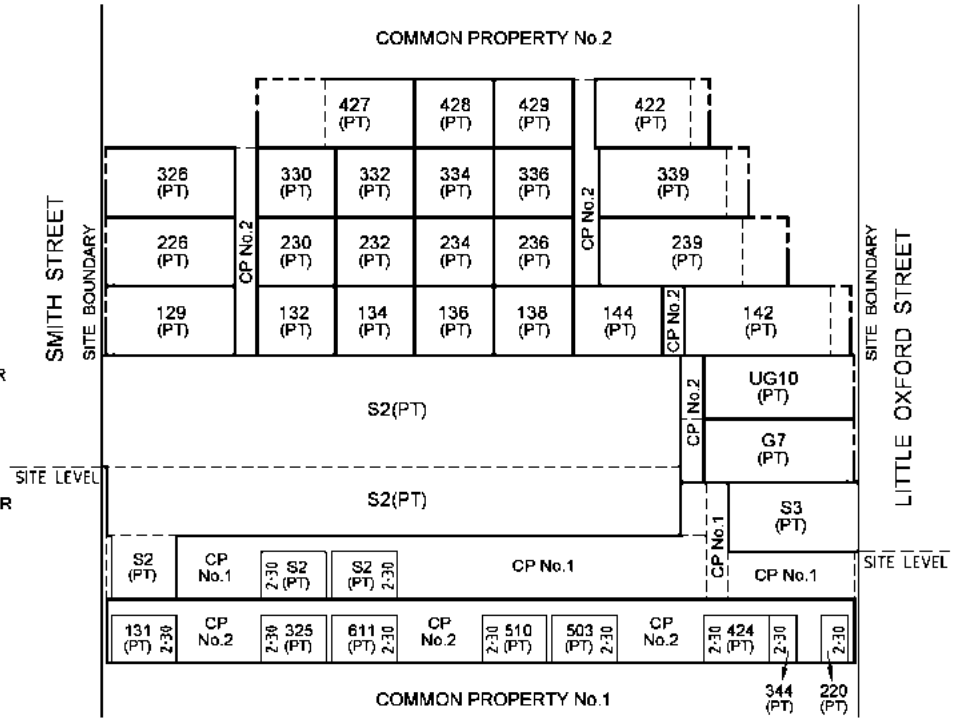
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TYPICAL ELEVATION
UNLESS OTHERWISE SHOWN
NOT TO SCALE

ROOF LEVEL DIAGRAM 16
SIXTH FLOOR DIAGRAM 15
FIFTH FLOOR DIAGRAM 14
FOURTH FLOOR DIAGRAM 13
THIRD FLOOR DIAGRAM 12
SECOND FLOOR DIAGRAM 11
FIRST FLOOR DIAGRAM 10
UPPER GROUND FLOOR DIAGRAM 9
GROUND FLOOR DIAGRAM 8
LOWER GROUND FLOOR DIAGRAM 7
BASEMENT LEVEL 1 DIAGRAMS 4,5,6
BASEMENT LEVEL 2 DIAGRAMS 1,2,3



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E-mail: goodison@pacific.net.au

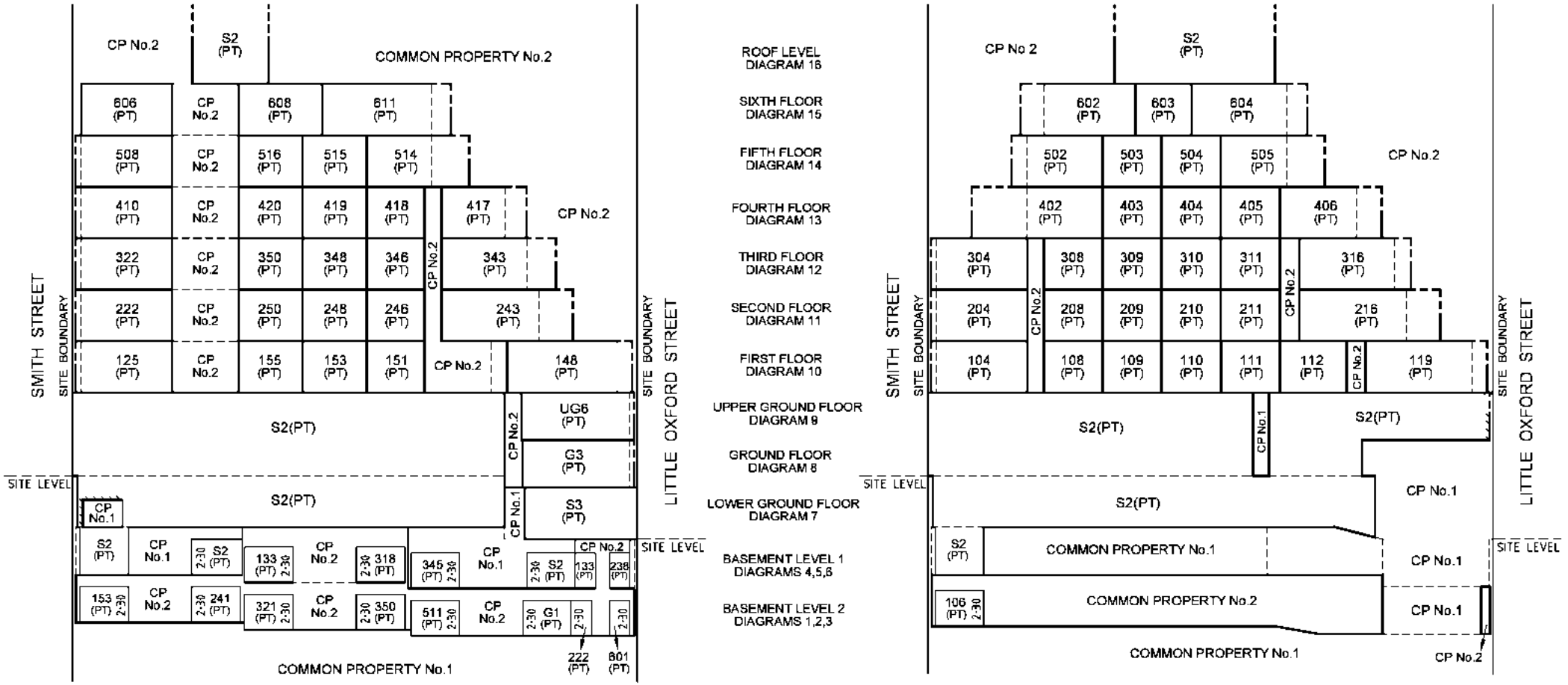
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CROSS SECTION Z-Z'
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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 29

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Form 18

Section 181

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

***Planning and Environment Act* 1987**

Lodged at the Land Titles Office by:

Name:	Maddocks
Phone:	9288 0555
Address:	140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref:	MYM:DJW:LGC:5467384 **Customer Code:** 1167E

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

Land: Volume 8935 Folio 446; Volume 9092 Folio 722; Volume 9034 Folio 534, Volume 8738 Folio 748, Volume 10164 Folio 208, Volume 10164 Folio 207 and Volume 3027 Folio 397.

Authority: Yarra City Council of 333 Bridge Road, Richmond, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: ANDI DIAMOND

Office held: CEO

Date: 23/12/08

[5467384: 5687880_1]

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06/05/2010 $122.90 173

YARRA CITY COUNCIL

Council

- and -

DAVGAB PTY LTD (ACN 006 143 353)
and
MALVERN WAY PTY LTD (ACN 053 470 590)

the Owners

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

Subject Land: 132-172 Smith Street, Collingwood
63-71 Little Oxford Street, Collingwood

BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JDC:TB:MN:0809.0801
Tel: 9670 8951
Fax: 9670 2954

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 23 day of ~~January~~ December 2008

BETWEEN:

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YARRA CITY COUNCIL
of 333 Bridge Road, Richmond ("Council")

- and -

DAVGAB PTY LTD (ACN 006 143 353)
of Level 1, 333 Drummond Street, Carlton

and

MALVERN WAY PTY LTD (ACN 053 470 590)
of Suite 1, Level 1, 330 Drummond Street, Carlton ("the Owners")

INTRODUCTION

A. The Council is the Responsible Authority for the Planning Scheme under the Act.

B. The Owners are entitled to be registered as the proprietors of the Subject Land.

C. On 14 February 2006 the Council granted Planning Permit No. PL03/1407 permitting demolition of buildings; use of land for up to 161 dwellings; construction of a multi level mixed use building over basement car parking; a reduction of the car parking requirements of Clause 52.06 of the Planning Scheme; in accordance with Endorsed Plans and subject to conditions, including condition 21 which provides:

> '21. *Before any development starts the owner must enter into an agreement with the City of Yarra under Section 173 of the Planning and Environment Act 1987 and the agreement must be registered on the title to the land. The cost of preparing and lodging this agreement, including any Land Titles Office registration fees, must be borne by the owner. The agreement must specify that any truck loading or unloading at the site will be restricted to large rigid trucks a maximum length of 12.5 metre and that acoustic doors to Little Oxford Street will be closed during loading and unloading operations."*

D. The parties enter into this Agreement -

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(a) to give effect to the requirements of the Permit; and

(b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. **DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise -

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

1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

1.3 **"Council"** means Yarra City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

1.4 **"the Endorsed Plans"** means the plans, endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit. A copy of the Endorsed Plans is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

1.5 **"Owners"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

1.6 **"Permit"** means Planning Permit No. PL03/1407 as amended from time to time and described in Introduction C of this Agreement. A copy of the Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

1.7 **"Planning Scheme"** means the Yarra Planning Scheme and any other planning scheme which applies to the Subject Land.

1.8 **"Subject Land"** means the land situated at 132-172 Smith Street, Collingwood and 63-71 Little Oxford Street, Collingwood being the land comprised in Certificates of Title :-

Volume	Folio
8935	446
9092	722
9034	534

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8738	748
10164	208
10164	207
3027	397

and any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

1.9 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

1.10 **"Party or Parties"** means the Owners and Council under this Agreement as appropriate.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

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

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.7 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

3.1 All operations involving loading and unloading of goods from a truck or any vehicle in the loading bays shown on the Endorsed Plans must

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only be carried out when the acoustic doors to such loading bays are closed.

3.3 Any vehicle or truck loading or unloading any goods, materials or otherwise at the Subject Land must not exceed a large rigid truck or a maximum length of 12.5 metres.

3.3 **Council's Costs to be Paid**

The Owner must pay to the Council, the Council's reasonable costs and expenses (including legal expenses on a party/party basis) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

4. **ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

4.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy condition 21 of the Permit.

4.2 The Council covenants that it will forthwith apply to register this Agreement pursuant to Section 181 of the Act.

5. **FURTHER OBLIGATIONS OF THE OWNER**

The Owner further covenants and agrees that:

5.1 **Notice and Registration**

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

5.2 **Further actions**

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

5.2.2 the Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

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6. AGREEMENT UNDER SECTION 173 OF THE ACT

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

7. OWNERS WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

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

8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. GENERAL MATTERS

9.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

9.1.1 by delivering it personally to that party;

9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

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

9.2 A notice or other communication is deemed served:

9.2.1 if delivered, on the next following business day;

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

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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AH204286K
06/05/2010 $122.90 173

9.3 **No Waiver**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

9.4 **Severability**

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

9.5 **No Fettering of the Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

10. **COMMENCEMENT OF AGREEMENT**

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

11. **ENDING OF AGREEMENT**

11.1 This Agreement may be ended by agreement between Council and the Owner.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of the **YARRA CITY COUNCIL** was affixed hereto in the presence of:)

YARRA CITY COUNCIL THE COMMON SEAL OF ESTABLISHED 1855

..... Mayor

..... Chief Executive Office

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THE COMMON SEAL of **DAVGAB PTY LTD (ACN 006 143 353)** was hereunto affixed in accordance with its Constitution/Articles of Association in the presence of:

COMMON SEAL DAVGAB PTY. LTD. A.C.N. 006 143 353

..... Director

Mario LoGiudice Full name

5 Grosvenor St Usual address

Brighton 3186

AH204286K
06/05/2010 $122.90 173

..... Director/Secretary

Antonio LoGiudice Full name

351 Union Rd Usual address

Balwyn 3104

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THE COMMON SEAL of **MALVERN WAY PTY LTD (ACN 053 470 590)** was hereunto affixed in accordance with its Constitution/Articles of Association in the presence of:

MALVERN WAY PTY LTD A.C.N. 053 470 590 The Common Seal Of

..... Director

Mario LoGiudice Full name

5 Grosvenor Usual address

.....

AH204286K
06/05/2010 $122.90 173

..... Director/Secretary

Antonio LoGiudice Full name

351 Union Rd Usual address

Balwyn 3104

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

The land in PS719570Y is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 101 - 156, 201 - 251, 301 - 351, 401 - 429, 501 - 505, 507 - 516, 601 - 611, G1, G2, G3, G4, G5, G6, G7, S2, S3, UG1, UG2, UG3, UG4, UG5, UG6, UG7, UG8, UG9, UG10, UG11, UG12.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
THE KNIGHT LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

AX152697J 15/08/2023

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. AM390580W 08/12/2015

Additional Owners Corporation Information:
OC028285Y 27/11/2015

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 101	44	44
Lot 102	33	33
Lot 103	47	47
Lot 104	47	47

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	47	47
Lot 106	47	47
Lot 107	48	48
Lot 108	34	34
Lot 109	34	34
Lot 110	33	33
Lot 111	34	34
Lot 112	52	52
Lot 113	47	47
Lot 114	52	52
Lot 115	44	44
Lot 116	44	44
Lot 117	44	44
Lot 118	44	44
Lot 119	44	44
Lot 120	44	44
Lot 121	33	33
Lot 122	36	36
Lot 123	48	48
Lot 124	53	53
Lot 125	45	45
Lot 126	45	45
Lot 127	45	45
Lot 128	45	45
Lot 129	45	45
Lot 130	43	43
Lot 131	50	50
Lot 132	32	32
Lot 133	33	33

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 134	32	32
Lot 135	33	33
Lot 136	32	32
Lot 137	33	33
Lot 138	32	32
Lot 139	33	33
Lot 140	56	56
Lot 141	44	44
Lot 142	44	44
Lot 143	44	44
Lot 144	52	52
Lot 145	52	52
Lot 146	44	44
Lot 147	44	44
Lot 148	44	44
Lot 149	44	44
Lot 150	33	33
Lot 151	33	33
Lot 152	42	42
Lot 153	42	42
Lot 154	42	42
Lot 155	42	42
Lot 156	34	34
Lot 201	46	46
Lot 202	49	49
Lot 203	48	48
Lot 204	48	48
Lot 205	48	48
Lot 206	48	48

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 207	48	48
Lot 208	35	35
Lot 209	35	35
Lot 210	34	34
Lot 211	36	36
Lot 212	45	45
Lot 213	45	45
Lot 214	45	45
Lot 215	45	45
Lot 216	45	45
Lot 217	45	45
Lot 218	34	34
Lot 219	37	37
Lot 220	48	48
Lot 221	48	48
Lot 222	48	48
Lot 223	48	48
Lot 224	48	48
Lot 225	48	48
Lot 226	48	48
Lot 227	32	32
Lot 228	50	50
Lot 229	34	34
Lot 230	33	33
Lot 231	34	34
Lot 232	33	33
Lot 233	34	34
Lot 234	33	33
Lot 235	34	34

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 236	33	33
Lot 237	52	52
Lot 238	34	34
Lot 239	46	46
Lot 240	57	57
Lot 241	46	46
Lot 242	46	46
Lot 243	46	46
Lot 244	46	46
Lot 245	35	35
Lot 246	35	35
Lot 247	43	43
Lot 248	43	43
Lot 249	43	43
Lot 250	38	38
Lot 251	35	35
Lot 301	47	47
Lot 302	44	44
Lot 303	49	49
Lot 304	49	49
Lot 305	49	49
Lot 306	49	49
Lot 307	49	49
Lot 308	36	36
Lot 309	36	36
Lot 310	35	35
Lot 311	36	36
Lot 312	42	42
Lot 313	42	42

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 314	42	42
Lot 315	42	42
Lot 316	42	42
Lot 317	42	42
Lot 318	34	34
Lot 319	36	36
Lot 320	55	55
Lot 321	49	49
Lot 322	49	49
Lot 323	49	49
Lot 324	49	49
Lot 325	49	49
Lot 326	49	49
Lot 327	34	34
Lot 328	50	50
Lot 329	35	35
Lot 330	34	34
Lot 331	35	35
Lot 332	34	34
Lot 333	35	35
Lot 334	34	34
Lot 335	35	35
Lot 336	34	34
Lot 337	50	50
Lot 338	33	33
Lot 339	42	42
Lot 340	56	56
Lot 341	43	43
Lot 342	42	42

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 343	42	42
Lot 344	42	42
Lot 345	36	36
Lot 346	36	36
Lot 347	44	44
Lot 348	44	44
Lot 349	44	44
Lot 350	44	44
Lot 351	35	35
Lot 401	65	65
Lot 402	67	67
Lot 403	37	37
Lot 404	36	36
Lot 405	37	37
Lot 406	61	61
Lot 407	62	62
Lot 408	67	67
Lot 409	53	53
Lot 410	53	53
Lot 411	61	61
Lot 412	35	35
Lot 413	46	46
Lot 414	46	46
Lot 415	37	37
Lot 416	59	59
Lot 417	57	57
Lot 418	37	37
Lot 419	43	43
Lot 420	46	46

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 421	55	55
Lot 422	44	44
Lot 423	38	38
Lot 424	36	36
Lot 425	36	36
Lot 426	47	47
Lot 427	46	46
Lot 428	35	35
Lot 429	35	35
Lot 501	61	61
Lot 502	63	63
Lot 503	38	38
Lot 504	36	36
Lot 505	118	118
Lot 507	54	54
Lot 508	53	53
Lot 509	62	62
Lot 510	37	37
Lot 511	47	47
Lot 512	47	47
Lot 513	50	50
Lot 514	50	50
Lot 515	44	44
Lot 516	47	47
Lot 601	80	80
Lot 602	67	67
Lot 603	41	41
Lot 604	71	71
Lot 605	51	51

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 606	121	121
Lot 607	95	95
Lot 608	64	64
Lot 609	47	47
Lot 610	71	71
Lot 611	96	96
Lot G1	43	43
Lot G2	43	43
Lot G3	43	43
Lot G4	43	43
Lot G5	43	43
Lot G6	43	43
Lot G7	43	43
Lot S2	2440	2440
Lot S3	127	127
Lot UG1	43	43
Lot UG2	43	43
Lot UG3	43	43
Lot UG4	43	43
Lot UG5	43	43
Lot UG6	43	43
Lot UG7	43	43
Lot UG8	43	43
Lot UG9	43	43
Lot UG10	43	43
Lot UG11	43	43
Lot UG12	34	34
Total	**13000.00**	**13000.00**

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OWNERS CORPORATION 1
PLAN NO. PS719570Y

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

Statement End.

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

The land in PS719570Y is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 101 - 156, 201 - 251, 301 - 351, 401 - 429, 501 - 505, 507 - 516, 601 - 611, G1, G2, G3, G4, G5, G6, G7, UG1, UG2, UG3, UG4, UG5, UG6, UG7, UG8, UG9, UG10, UG11, UG12.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
THE KNIGHT LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

AX152697J 15/08/2023

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. AM390581U 08/12/2015

Additional Owners Corporation Information:
OC028286W 27/11/2015

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 101	44	44
Lot 102	33	33
Lot 103	47	47
Lot 104	47	47
Lot 105	47	47

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	47	47
Lot 107	48	48
Lot 108	34	34
Lot 109	34	34
Lot 110	33	33
Lot 111	34	34
Lot 112	52	52
Lot 113	47	47
Lot 114	52	52
Lot 115	44	44
Lot 116	44	44
Lot 117	44	44
Lot 118	44	44
Lot 119	44	44
Lot 120	44	44
Lot 121	33	33
Lot 122	36	36
Lot 123	48	48
Lot 124	53	53
Lot 125	45	45
Lot 126	45	45
Lot 127	45	45
Lot 128	45	45
Lot 129	45	45
Lot 130	43	43
Lot 131	50	50
Lot 132	32	32
Lot 133	33	33
Lot 134	32	32

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 135	33	33
Lot 136	32	32
Lot 137	33	33
Lot 138	32	32
Lot 139	33	33
Lot 140	56	56
Lot 141	44	44
Lot 142	44	44
Lot 143	44	44
Lot 144	52	52
Lot 145	52	52
Lot 146	44	44
Lot 147	44	44
Lot 148	44	44
Lot 149	44	44
Lot 150	33	33
Lot 151	33	33
Lot 152	42	42
Lot 153	42	42
Lot 154	42	42
Lot 155	42	42
Lot 156	34	34
Lot 201	46	46
Lot 202	49	49
Lot 203	48	48
Lot 204	48	48
Lot 205	48	48
Lot 206	48	48
Lot 207	48	48

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208	35	35
Lot 209	35	35
Lot 210	34	34
Lot 211	36	36
Lot 212	45	45
Lot 213	45	45
Lot 214	45	45
Lot 215	45	45
Lot 216	45	45
Lot 217	45	45
Lot 218	34	34
Lot 219	37	37
Lot 220	48	48
Lot 221	48	48
Lot 222	48	48
Lot 223	48	48
Lot 224	48	48
Lot 225	48	48
Lot 226	48	48
Lot 227	32	32
Lot 228	50	50
Lot 229	34	34
Lot 230	33	33
Lot 231	34	34
Lot 232	33	33
Lot 233	34	34
Lot 234	33	33
Lot 235	34	34
Lot 236	33	33

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 237	52	52
Lot 238	34	34
Lot 239	46	46
Lot 240	57	57
Lot 241	46	46
Lot 242	46	46
Lot 243	46	46
Lot 244	46	46
Lot 245	35	35
Lot 246	35	35
Lot 247	43	43
Lot 248	43	43
Lot 249	43	43
Lot 250	38	38
Lot 251	35	35
Lot 301	47	47
Lot 302	44	44
Lot 303	49	49
Lot 304	49	49
Lot 305	49	49
Lot 306	49	49
Lot 307	49	49
Lot 308	36	36
Lot 309	36	36
Lot 310	35	35
Lot 311	36	36
Lot 312	42	42
Lot 313	42	42
Lot 314	42	42

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 315	42	42
Lot 316	42	42
Lot 317	42	42
Lot 318	34	34
Lot 319	36	36
Lot 320	55	55
Lot 321	49	49
Lot 322	49	49
Lot 323	49	49
Lot 324	49	49
Lot 325	49	49
Lot 326	49	49
Lot 327	34	34
Lot 328	50	50
Lot 329	35	35
Lot 330	34	34
Lot 331	35	35
Lot 332	34	34
Lot 333	35	35
Lot 334	34	34
Lot 335	35	35
Lot 336	34	34
Lot 337	50	50
Lot 338	33	33
Lot 339	42	42
Lot 340	56	56
Lot 341	43	43
Lot 342	42	42
Lot 343	42	42

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 344	42	42
Lot 345	36	36
Lot 346	36	36
Lot 347	44	44
Lot 348	44	44
Lot 349	44	44
Lot 350	44	44
Lot 351	35	35
Lot 401	65	65
Lot 402	67	67
Lot 403	37	37
Lot 404	36	36
Lot 405	37	37
Lot 406	61	61
Lot 407	62	62
Lot 408	67	67
Lot 409	53	53
Lot 410	53	53
Lot 411	61	61
Lot 412	35	35
Lot 413	46	46
Lot 414	46	46
Lot 415	37	37
Lot 416	59	59
Lot 417	57	57
Lot 418	37	37
Lot 419	43	43
Lot 420	46	46
Lot 421	55	55

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OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 422	44	44
Lot 423	38	38
Lot 424	36	36
Lot 425	36	36
Lot 426	47	47
Lot 427	46	46
Lot 428	35	35
Lot 429	35	35
Lot 501	61	61
Lot 502	63	63
Lot 503	38	38
Lot 504	36	36
Lot 505	118	118
Lot 507	54	54
Lot 508	53	53
Lot 509	62	62
Lot 510	37	37
Lot 511	47	47
Lot 512	47	47
Lot 513	50	50
Lot 514	50	50
Lot 515	44	44
Lot 516	47	47
Lot 601	80	80
Lot 602	67	67
Lot 603	41	41
Lot 604	71	71
Lot 605	51	51
Lot 606	121	121

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/09/2023 02:35:59 PM

OWNERS CORPORATION 2
PLAN NO. PS719570Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 607	95	95
Lot 608	64	64
Lot 609	47	47
Lot 610	71	71
Lot 611	96	96
Lot G1	43	43
Lot G2	43	43
Lot G3	43	43
Lot G4	43	43
Lot G5	43	43
Lot G6	43	43
Lot G7	43	43
Lot UG1	43	43
Lot UG2	43	43
Lot UG3	43	43
Lot UG4	43	43
Lot UG5	43	43
Lot UG6	43	43
Lot UG7	43	43
Lot UG8	43	43
Lot UG9	43	43
Lot UG10	43	43
Lot UG11	43	43
Lot UG12	34	34
Total	**10433.00**	**10433.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 September 2023 03:09 PM

PROPERTY DETAILS

Address:	**236/158 SMITH STREET COLLINGWOOD 3066**
Lot and Plan Number:	**Lot 236 PS719570**
Standard Parcel Identifier (SPI):	**236\PS719570**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**476460**
Planning Scheme:	**Yarra** Planning Scheme - Yarra
Directory Reference:	**Melway 2C D10**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**RICHMOND**

OTHER

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

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



C1Z - Commercial 1 | C2Z - Commercial 2 | GRZ - General Residential

MUZ - Mixed Use | NRZ - Neighbourhood Residential | PPRZ - Public Park and Recreation

Tram line

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

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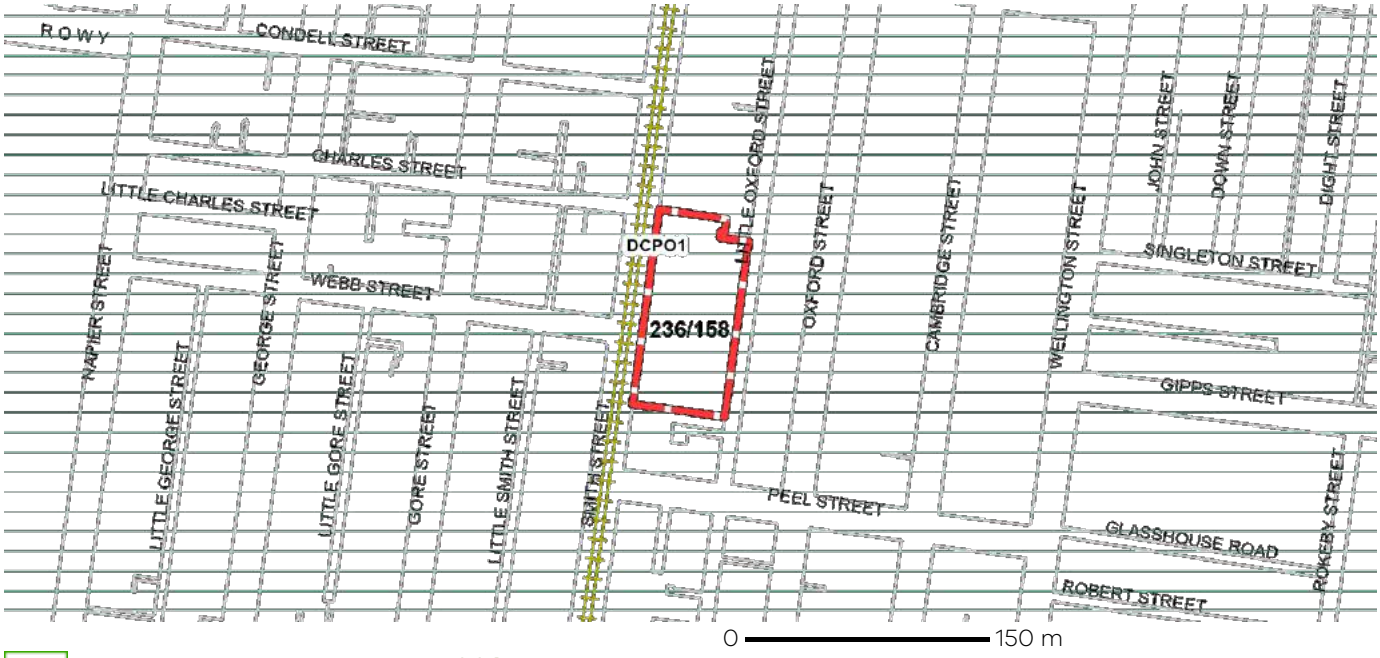
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



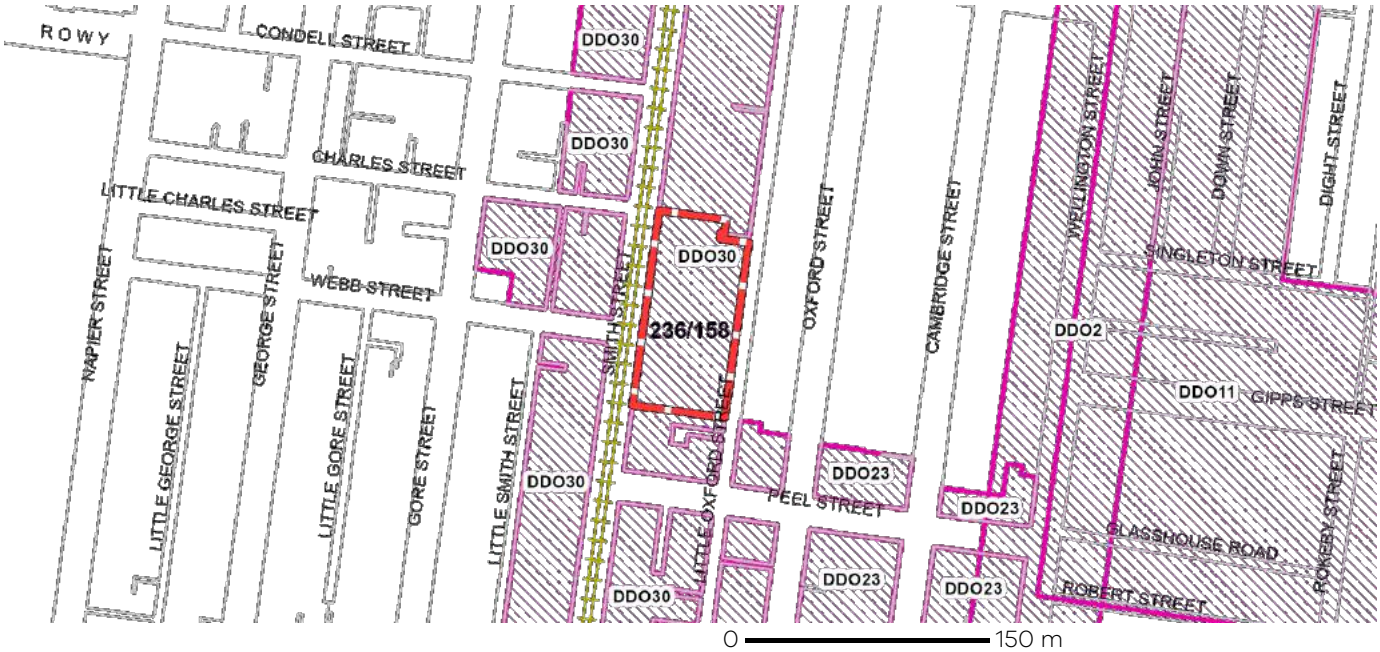
DCPO - Development Contributions Plan Overlay

Tram line

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 30 (DDO30)



DDO - Design and Development Overlay

Tram line

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

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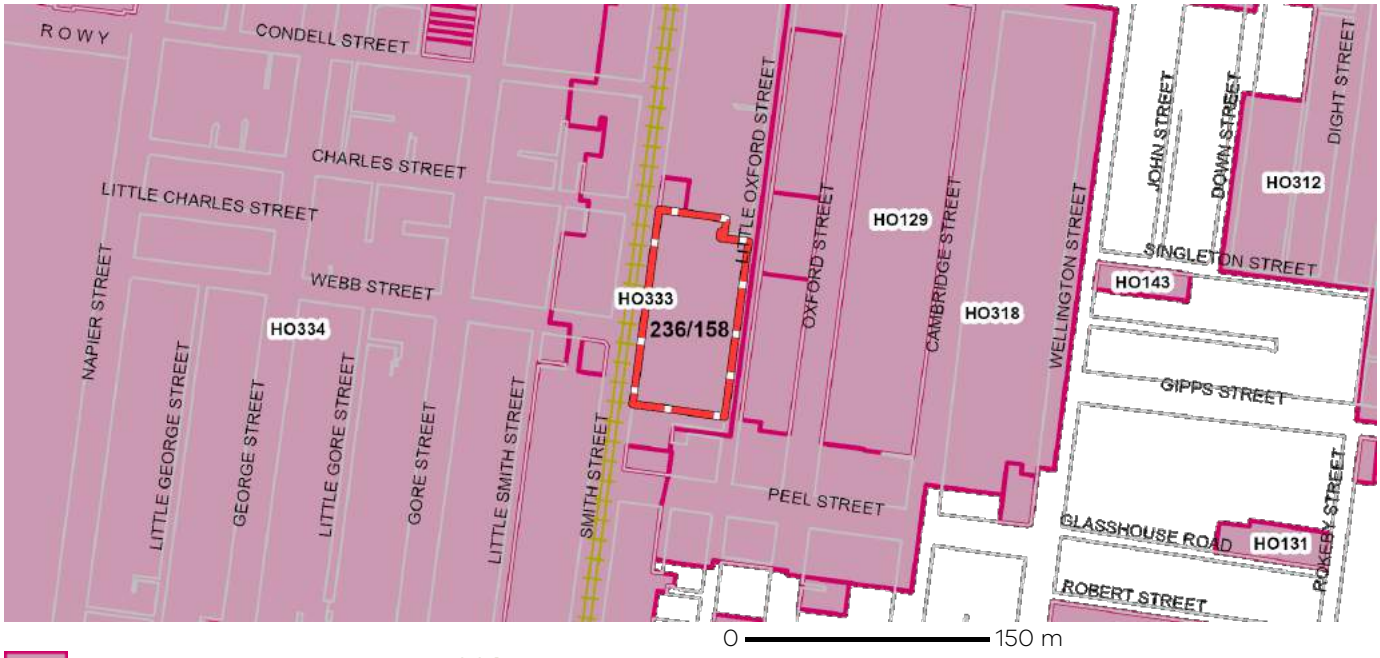
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PLANNING PROPERTY REPORT

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO333)



HO - Heritage Overlay **Tram line**

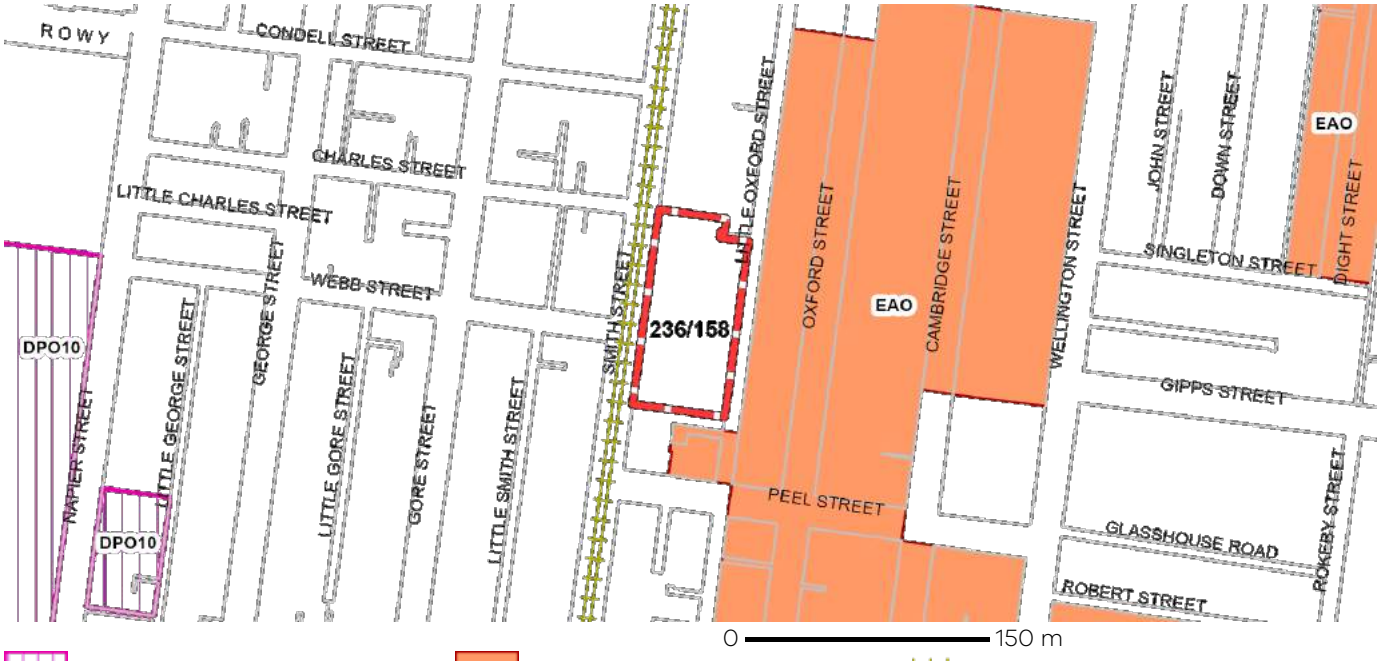
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

ENVIRONMENTAL AUDIT OVERLAY (EAO)



DPO - Development Plan Overlay **EAO - Environmental Audit Overlay** **Tram line**

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

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PLANNING PROPERTY REPORT

Heritage Register

This property is affected by an entry on the Victorian Heritage Register.

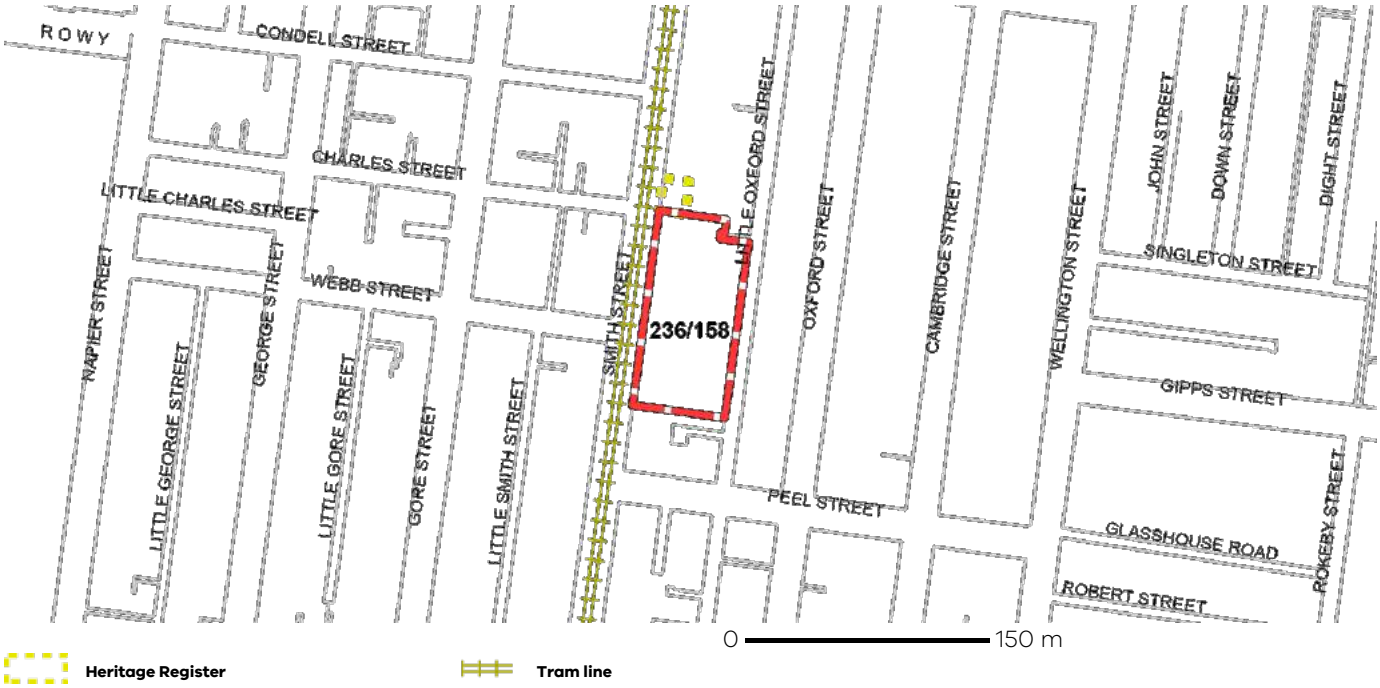
View information about VHR Number H0973 - FORMER POST OFFICE

Heritage Register data last updated on 17 August 2023.

This report is NOT a **Heritage Certificate** issued pursuant to Section 50 of the Heritage Act 1995.
It does not show places which may be under consideration for inclusion in the Victorian Heritage Register.

For more information on the **Victorian Heritage Register** go to Victorian Heritage Database

Other information about the heritage status of this property, how to obtain a Heritage Certificate, and any heritage approvals that may be required, may be obtained from Heritage Victoria



Further Planning Information

Planning scheme data last updated on 5 September 2023.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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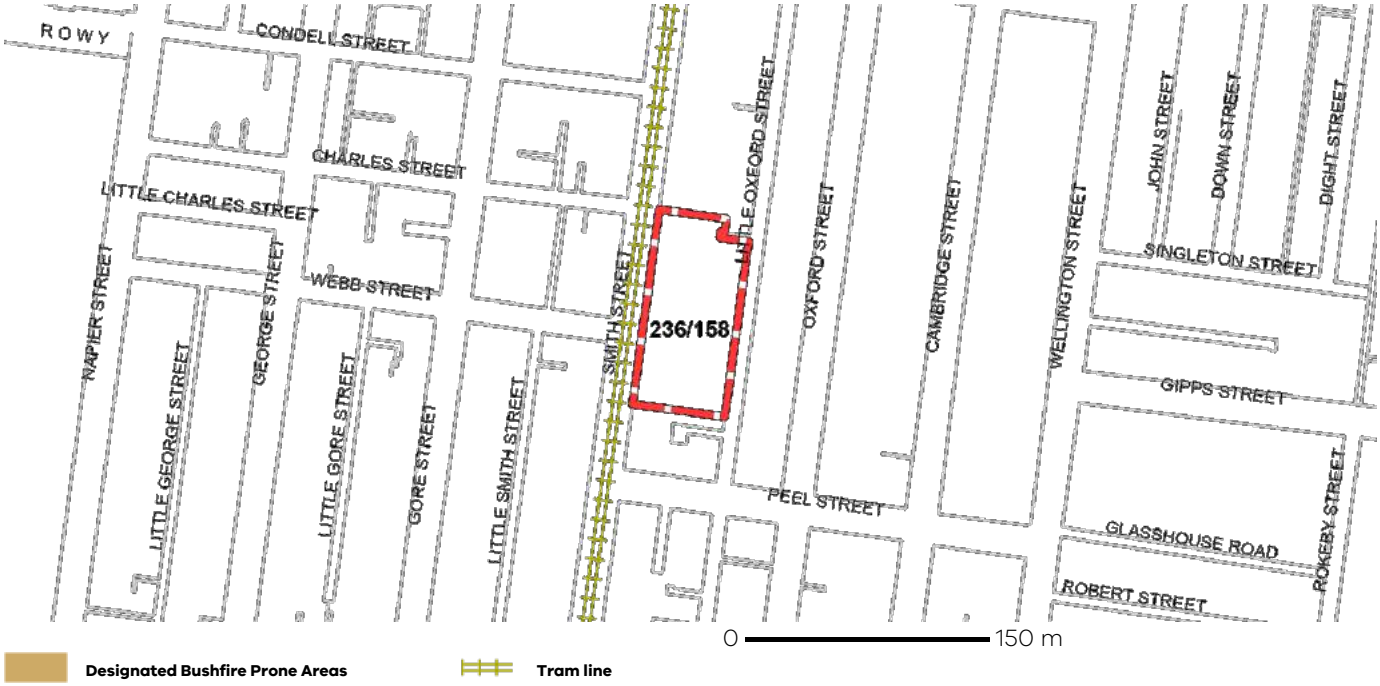
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 13 September 2023 03:08 PM

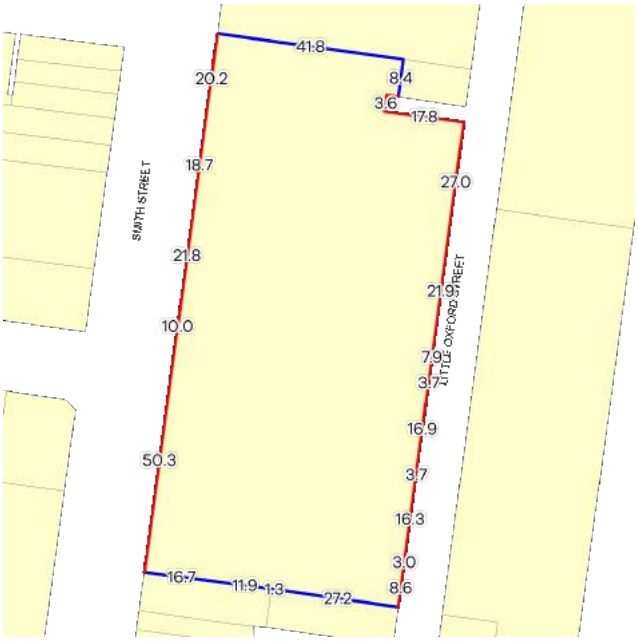
PROPERTY DETAILS

Address:	**236/158 SMITH STREET COLLINGWOOD 3066**
Lot and Plan Number:	**Lot 236 PS719570**
Standard Parcel Identifier (SPI):	**236\PS719570**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**476460**
Directory Reference:	**Melway 2C D10**

Note: There are 245 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 6704 sq. m
Perimeter: 361 m
For this property:
— Site boundaries
— Road frontages

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

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**RICHMOND**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

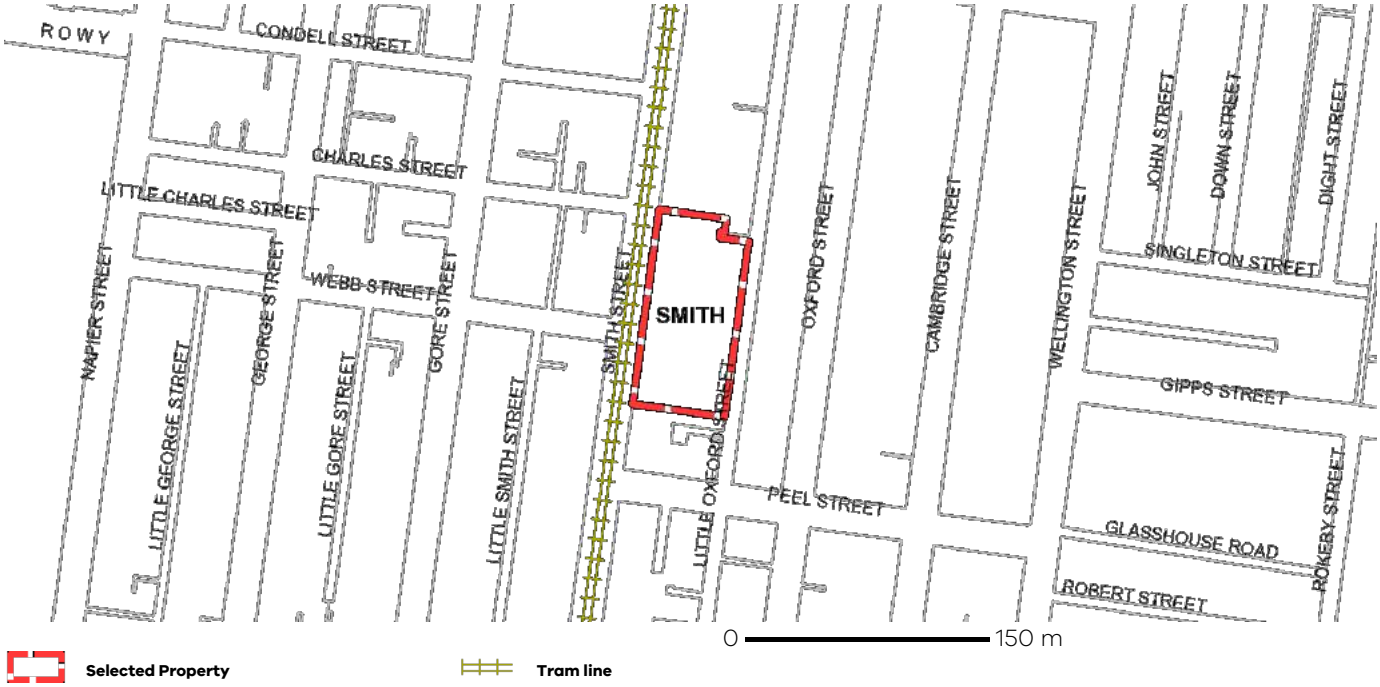
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



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BL

Greater Western Water

My account number is

1253 1352 0117

Invoice No.	T635831961
Service Address	236/158 Smith Street Collingwood Lot 236 Plan 719570
Issue Date	21 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

MR C D BOOTH
C/O XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH VIC 3166



Account summary

PREVIOUS BILL	$138.67
RECEIVED	$138.67
BALANCE	$0.00
NETWORK CHARGES	$111.25
OTHER CHARGES	$27.42
PLEASE PAY	$138.67

21/06/23-07:34:59-CCSEML_230620211648A.PRO
F-D-001443-0001/0002-1-000000-R-A001605745



BL

Details of charges - Residential

Previous Bill

Previous Bill	$138.67

Payments Received

29/03/2023	-$138.67

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/04/2023 to 30/06/2023)	$51.57
Sewerage Network Charge	(01/04/2023 to 30/06/2023)	$59.68

TOTAL NETWORK CHARGES $111.25

Other Charges		Charge $
Waterways & Drainage Charge	(01/04/2023 to 30/06/2023)	$27.42

TOTAL OTHER AUTHORITIES' CHARGES $27.42

FINAL TOTAL, PLEASE PAY THIS AMOUNT $138.67

Visit **gww.com.au** or call 13 44 99 for more details about these charges.

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

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at **gww.com.au**

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

Preventing scams

We've been advised of scams directed at our customers. Please be aware we don't call customers to offer special discounts. You should always pay your account using the methods on your bill. For more tips visit **scamwatch.gov.au**

MyAccount, your water account online

See past and upcoming bills, pay your bill, update your information, set up direct debit or a payment plan, or apply for a concession rebate. It's easy on MyAccount. Register now at **gww.com.au**

CCSEML_230620211648A.PRO>BIL_vAPR23.20>21/06/23>07:34:59>------

Service Address: 236/158 Smith Street Collingwood

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1253 1352 0117

Direct Debit:
Visit **gww.com.au** or call 13 44 99

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

Credit Card:
Visit **gww.com.au** or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit **gww.com.au** to view our support options.

AMOUNT DUE
$138.67
PLEASE PAY BY
12 JUL 2023

BPAY Biller Code: 8789
Ref: 1253 1352 0117

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

POST billpay Billpay Code: 0362
Ref: 1253 1352 0117

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

*362 125313520117

+00125313520117> +009201+ <0635831961> <0000013867> +444+

Supporting communities to thrive

Our mid-year Customer Outcomes Report reflects how we are accountable to our customers. This is true both in how we deliver trusted water services, but also in how we support our communities and build a more liveable city.

Our customers helped to develop the report's benchmarks. They cover the things you told us are important, like service reliability, billing and protecting our environment. Our commitment to a thriving community extends to our partners and our people.

People like Ahmet and his team, who help our Altona Treatment Plant run smoothly around the clock or our faults and emergency teams who are here for our customers 24/7.

As we look to the next six months, we will be guided by what is important to you as we continue to deliver reliable water services to our communities.

Maree



Maree Lang
Managing Director
Greater Western Water

The Altona Treatment Plant

Meet Ahmet from our Altona Treatment Plant and learn more about how the plant provides essential wastewater services to the community.

At our Altona Treatment Plant, Team Leader Ahmet works in safety and maintenance. But Ahmet's favourite part of the day is coaching and supporting his team members and seeing their development and growth.

Our Altona Treatment Plant was established in the 1960s and upgraded in the 2000s. Today it services more than 30,000 customers and:

- treats 16 million litres of sewage a day
- produces up to 9 million litres of recycled water a day during summer
- produces 6,000 tonnes of biological waste for compost per year.

Occasionally the plant faces challenges from extreme weather events, power outages and equipment failure. Ahmet says, 'a committed team, remote real-time monitoring and readiness planning help us manage.'

Ahmet is excited by emerging technology, like the recent installation of a robotic cleaner in the water tanks. Looking to the future, Ahmet's approach is, 'to accept emerging challenges as opportunities to facilitate solutions and learn and grow.'

Learn more about how we treat recycled water at **gww.com.au/recycledwater**







Our mid-year performance update

Our mid-year Customer Outcomes Report shows that we have maintained most of the improvements we made in 2021-22. We will also meet most of our targets in 2022-23.

This report covers the 1 July 2022 to 31 December 2022 period. Every six months, we measure our performance against a set of customer benchmarks. These are designed to ensure you receive the best possible service from us.

You can see how we are tracking at **gww.com.au/ourperformance**

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

How to avoid a blocked sewer

When the wrong things are flushed down the toilet or put down the sink, they can cause sewer blockages and may also damage your property or the surrounding environment.

Wet wipes, paper towels and tissues cause blockages like this one. Remember to only flush the three Ps: pee, poo and (toilet) paper. Anything else goes in the bin.

For more tips on avoiding and fixing sewer blockages go to **gww.com.au/blockedsewer**





Access Melbourne's world-class water on the go

There's so much to do in and around GWW's service area. We've partnered with Choose Tap to make sure you can find free water refill stations throughout.

Did you know that Melbourne's tap water is:

- some of the best in the world
- much better for your wallet than buying bottled water
- a more considerate environmental choice.

Always BYO reusable bottle and before you go find a refill station on your route using the tap finder at **choosetap.com.au/tap-finder**

Everything your bill pays for

Your bills contribute to so much more than just the safe, reliable drinking water that comes out of your tap.

Your payment also contributes to:

- the treatment of billions of litres of wastewater
- the maintenance of thousands of kilometres of water and sewerage pipes
- great customer service
- new sustainable technologies
- community support programs
- the care of waterways and green spaces.

You can find more information about our prices and charges at **gww.com.au/pricesexplained**

New water industry standards for Victoria

At the start of March, the Essential Services Commission (ESC) put new Water Industry Standards in place that strengthen consumer protections, especially for people facing financial difficulties. You can see the new water standards on the ESC website.

Our customer charters are governed by these standards, and outline your rights as our customer, and our promise of what you can expect when you deal with us. You can find a copy of our customer charters at **gww.com.au/policies-charters.**

Water emergency? We're here for you 24/7.

If something has gone wrong with your water or your sewerage, there are plenty of ways you can contact us:

- If it's an emergency like gushing water, call 13 44 99, at any time.
- If you spot a fault like a burst water main or blocked sewer report it at **gww.com.au/reportafault**.
- If you see a fault but you're not sure who to tell, report it on the Snap Send Solve app. They'll send it to the right people.

Always contact us before you go to a plumber. We'll advise who should fix the issue.

If it's not an emergency, access our services online. You can pay your bill, find information and our latest news on our website **gww.com.au**



Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

T 03 9205 5555

info@yarracity.vic.gov.au
yarracity.vic.gov.au

Rates Instalment Notice

For the period 1 July 2022 to 30 June 2023

027 0026780

C D Booth
C/- Xynergy Realty Group
19 Station St
OAKLEIGH VIC 3166

Property Number	476460
Issue Date	04/05/2023
Due Date	31/05/2023
Amount Due	$236.00

If you are experiencing financial hardship, please contact Council on 9205 5555 or visit yarracity.vic.gov.au/rateshardship to view your options.

Any payments or changes made after 03 May 2023 may not be reflected on your notice.

Property Location

236/158 Smith St Collingwood VIC 3066

Lot 236 PS 719570Y Vol 11616 Fol 192

Property Valuation

Site Value $77,500

Capital Improved Value $450,000

Net Annual Value $22,500

Rates and Charges

Fourth Instalment	$236.00
Total	**$236.00**

L026780 0026780 #87166

Register to receive your notice via email — GO TO **erates.yarracity.vic.gov.au**

Preferred Payment Options

Council Approved Direct Debit

Option A
Pay in 10 monthly or four Direct Debit payments from your nominated bank account.

Download a Direct Debit Request form at yarracity.vic.gov.au/directdebit

BPAY

Biller Code: 171074

Ref No: 476460 1

BPAY View Registration No: 476460 1

ONLINE*
Yarra ePay
yarracity.vic.gov.au

FIRST INSTALMENT DUE 30 SEPTEMBER 2022	
SECOND INSTALMENT DUE 30 NOVEMBER 2022	
THIRD INSTALMENT DUE 28 FEBRUARY 2023	
FOURTH INSTALMENT DUE 31 MAY 2023	**$236.00**

Detach slip and attach with cheque/money order payable to City of Yarra. Receipts will not be issued for mailed payments.
PO Box 168 Richmond VIC 3121

Property No. 476460

Property Address 236/158 Smith St Collingwood VIC 3066

Ratepayer C D Booth

Date

Amount Paid

Internal use only - Property Number

Internal use only - Instalment Amount

Important information about payment of rates and charges

Valuations
The Valuer-General is now responsible for returning all rating valuations in Victoria. Valuations are now completed annually. The property described on the front of this notice has been valued as at 1 January 2022. The operative date for rating purposes is 1 July 2022.

Change of property ownership or postal address
When ownership of a property changes, liability for the payment of rates remains with the owner recorded with us, until a Notice of Acquisition is received from the purchaser or respective Solicitor.

We must be notified in writing of any change of address or occupancy.
Complete the form at **yarracity.vic.gov.au/updaterates**

Rate rebates and financial hardship
If you receive a pension you may be eligible for a rebate on rates. You must submit the appropriate pension card (DVA War Widow/TPI Gold Card/DVA/Centrelink Pensioner Concession Card) with your application for a rate rebate at Council Offices. Health Care card holders are not eligible for rate rebates. If you have any queries regarding pension rebates, organising regular payments using Centrepay, or are suffering financial hardship, please contact us for assistance on **9205 5555**.

Payment of rates and charges
Any Payments/Adjustments made to this account in the last few days may not be reflected on this notice.

Payment of any rates and charges will be allocated as follows:
(1) legal costs owing, if any
(2) interest owing, if any
(3) arrears owing, if any
(4) current rates owing, Fire services property levy owing, separate rates owing and garbage charges owing.

Land tax
Further information on the use of valuations for land tax can be found on the State Revenue Office website **www.sro.vic.gov.au** or by contacting **13 21 61**.

Fire services property levy
We collect the Fire Services Property Levy on behalf of the State Revenue Office (**www.sro.vic.gov.au** or **13 21 61**). This amount is listed as a separate charge on the Annual Rate Notice. In cases of financial hardship the owner of land may apply for a waiver, deferral or concession in respect of the leviable land under section 27 of the *Fire Services Property Levy Act 2012* for rateable land and section 28 for non-rateable residential land.

Penalty interest
Penalty interest on any arrears of rates and charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received. Late or non-payment of rates and charges will incur an interest penalty of 10% in accordance with the *Penalty Interest Rates Act 1983*. You will be charged interest on overdue instalment payments on the instalment amount, calculated from that instalment due date at the prescribed rate.

Arrears
Any arrears shown on the front of this notice are payable immediately and may be the subject of legal action and interest charges without further notice.

Protecting your privacy
We are committed to ensuring full compliance with the privacy principles under the *Privacy and Data Protection Act 2014*. We seek to responsibly manage any personal information or health information we may hold in carrying out council functions and activities. You may view our privacy policy and statement at **www.yarracity.vic.gov.au** or obtain a copy from Richmond Town Hall, 333 Bridge Road or contact us on **9205 5555**.

State government rates cap
We have complied with the Victorian Government's rates cap of 1.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:
(i) the valuation of your property relative to the valuation of other properties in the municipal district

(ii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Date rates declared, 23/06/2022

Interpreter Services	**9280 1940**
ARABIC	9280 1930 خـدمـــات متـرجـم
CANTONESE	傳譯服務9280 1932
MANDARIN	传译服务9280 1937
GREEK	ΥΠΗΡΕΣΙΕΣ ΔΙΕΡΜΗΝΕΙΑΣ 9280 1934
ITALIAN	SERVIZI D'INTERPRETE 9280 1931
SPANISH	SERVICIOS DE INTÉRPRETE 9280 1935
TURKISH	TERCÜMANLIK SERVİSLERİ 9280 1938
VIETNAMESE	DỊCH VỤ THÔNG DỊCH 9280 1939

Rate payment options

Option A Payment by 10 monthly or four council approved Direct Debits (from a cheque or savings account only)
Please note: The 10 monthly payment option is only available through Direct Debit. Download the Direct Debit Request form at **yarracity.vic.gov.au/directdebit**

10 Monthly Direct Debit Payment Dates
15 September 2022, 15 October 2022, 15 November 2022, 15 December 2022, 15 January 2023, 15 February 2023, 15 March 2023, 15 April 2023, 15 May 2023 and 15 June 2023.

Four instalment Direct Debit Payment Dates
30 September 2022, 30 November 2022, 28 February 2023, 31 May 2023.

Option B Payment by four instalments
If you choose to pay by four instalments, the amounts indicated on the front of this notice must be received no later than the following dates:

1st Instalment – 30 September 2022, **2nd Instalment** – 30 November 2022, **3rd Instalment** – 28 February 2023, **4th Instalment** – 31 May 2023.

Set and forget with Direct Debit.

Avoid the late fees and the hassle.
By signing up for direct debit, your payments will be automatic. You'll no longer have to worry about remembering to pay or paying on time.



BPAY

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info **www.bpay.com.au**

Use the Biller Code and Ref No detailed on the front of this notice.

IN PERSON*

At any Australia Post or one of our Customer Service Centres.

TELEPHONE*

Yarra ePay
1300 792 772

Scan & Pay

4764 601

Scan & Pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app today.

*3006 4764601

centrelink

CENTREPAY

Arrange regular deductions from your Centrelink payment.
Call Centrelink or visit **centrelink.gov.au**

*A surcharge fee of 0.5% applies to Visa and MasterCard credit card payments.

OC 719570Y

132-172 Smith Street COLLINGWOOD VIC 3066

Owners Corporation Fee Notice / TAX INVOICE

ABN: 16 584 301 297

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

The Knight

Mr C Booth
C/- Xynergy Realty
19 Station Street
OAKLEIGH 3166

Date of Notice	01/04/2023
Invoice No.	2647474
Plan Ref.	719570Y/1
Property Address	See Plan Number / Lot Summary Accessory Lots: See 'Note A' 158 Smith Street COLLINGWOOD VIC 3066
Enquiries (9am-5pm Mon-Fri)	(03) 9509 3144
Mail	P.O. Box 678 Malvern VIC 3144
Email	feenotice@theknight.com.au
Website	www.theknight.com.au

Please Pay

$ 911.33

Current Charges Due

See 'Payable by' column

Account Summary

New Fees (see over for details)	$ 911.33
Total Amount Payable	$ 911.33

Total Amount Payable includes previously issued unpaid levies

*Balances owing from previously issued invoices are payable by the due dates specified on those invoices.
If payment is not received in full by the due date, a late payment fee may apply.
As per the Owners Corporation Act 2006, payment of current charges on this invoice are payable within 28 days from the 'Date of Notice'.
Interest will be charged from the 'Date of Notice' at 10.00% p.a. if current charges on this invoice are not paid by the due date. The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC). This rate is subject to change. If payment is not received in full by the due date, a late payment fee may apply.

DEFT PAYMENT SYSTEMS

Payment Slip

The Knight

* Register at deft.com.au **Your DEFT Reference Number: 2002 5840 8904 6783 2**

Post this payment slip with your cheque made payable to: **OC 719570Y** Receipts will not be issued for mailed payments. Do not include correspondence with your payment.	**Post:** DEFT Payment Systems GPO Box 2174 MELBOURNE VIC 3001
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au	Biller Code: 96503 Ref: 2002 5840 8904 6783 2
Pay by credit card or registered bank account at **www.deft.com.au** or phone **1300 30 10 90**. Payments by credit card may attract a surcharge.	Ref: 2002 5840 8904 6783 2
Pay in-store at Australia Post by cheque or EFTPOS	*496 200258408 90467832

Mr C Booth

Plan Number: 719570Y/1

Please Pay

$ 911.33

Current Charges Due

See 'Payable by' column

+200258408 90467832 < 000091133<3+

OC 719570Y

132-172 Smith Street COLLINGWOOD VIC 3066

Owners Corporation Fee Notice / TAX INVOICE

ABN: 16 584 301 297

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Fee Notice Details

Note A: When applicable accessory lot numbers relating to this fee notice are shown after the unit/lot number in brackets () in the Plan Number / Lot Summary
Note B: Allow at least 72 hours for your payment to be received and processed when making an electronic payment
Note C: Levy(s) payable by 'Payable by Date'
Note D: Where partial payments have been made the amount levied and amount outstanding will be highlighted

Date of Notice	Plan	Unit	Details	**Payable by Date**	Amount	GST	Total	Amt Owing
01/04/2023	719570Y/1	236	Operating Levy (01/04/23 - 30/06/23)	**29/04/2023**	$167.77	$16.78	$184.55	$184.55
01/04/2023	719570Y/1	236	Maintenance Plan (01/04/23 - 30/06/23)	**29/04/2023**	$30.11	$3.01	$33.12	$33.12
01/04/2023	719570Y/2	236	Operating Levy (01/04/23 - 30/06/23)	**29/04/2023**	$466.01	$46.60	$512.61	$512.61
01/04/2023	719570Y/2	236	Maintenance Plan (01/04/23 - 30/06/23)	**29/04/2023**	$164.59	$16.46	$181.05	$181.05
							Total	$911.33

Plan Number / Lot Summary

719570Y/1	Apartment 236 Lot 236	$217.67
719570Y/2	Apartment 236 Lot 236	$693.66

Access Your Account Online

The My Property Login is an easy way to manage your account – whenever and wherever you like. To register please visit theknight.com.au (have your Plan Number handy - 719570Y/1 - and click on My Property Login). Already registered? Login to view your account history as well as access a variety of other online resources. https://theknight.stratasphere-res.tech/719570Y1

Important information on fees and charges

Enquiries

If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process

If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call

SUBJECT: OWNERS CORPORATION CERTIFICATE
- IMPORTANT INFORMATION FOR VENDORS & PURCHASERS

Dear Sir/Madam,

As per your request, please find attached the following:

- Paid Tax Invoice
- Owners Corporation Certificate
- OC Certificate Attachments including Insurance Certificate

Please note that the Owners Corporation Certificate is only valid on the date of issue.

If, for property settlement purposes, you require an update on the status of the levies, this will be provided free of charge; if requested within three months from the date of issue of the Owners Corporation Certificate and the settlement date occurs within this period.
Note:

1) All Owners Corporation levy status requests must be emailed to: occ@theknight.com.au

2) Any other updates on the Owners Corporation Certificate will require the provision of a new Owners Corporation Certificate and the relevant fee will apply.

In accordance with Section 134 of the Owners Corporations Act 2006, details of the Purchaser's name and address must be advised to the Owners Corporation within one month of the completion of the contract (settlement date). The receipt of a Notice of Acquisition and/or Notice of Disposition within the prescribed time will fulfil this requirement and may be emailed to: ownerupdates@theknight.com.au

Additionally, in the event the Purchaser resides overseas, as per Section 135 of the Owners Corporations Act 2006, the Owners Corporation must be advised of the Purchaser's mailing address in Australia for service of notices.

To assist us in effectively communicating with the Purchaser, your assistance in providing the Purchaser's contact numbers and email address on the Notice of Disposition/Acquisition would be greatly appreciated.

If you require further information, please do not hesitate to contact the office.

Yours faithfully,
THE KNIGHT

TAX INVOICE

P: 03 9509 3144
E: theknight@theknight.com.au
DYMOND COWAN P/L
P.O. Box 678
ABN 20 007 112 816
MALVERN VIC 3144
www.theknight.com.au

T/A THE KNIGHT

Date: 07/09/2023

Invoice No. 21925

Our ref: 719570Y/1/236
Your ref:

Mr C Booth
59 Kathryn Court
RIDDELLS CREEK VIC 3431

Date	***Details***	***No. Items***	***Amount $***	***GST $***	***Total $***
07/09/2023	Certificate in 2 business days	1	$275.86	$27.59	$303.45
07/09/2023	Additional certificate in 2 business days	1	$151.68	$15.17	$166.85
	Invoice Totals		***$427.54***	***$42.76***	***$470.30***

Paid in full to THE KNIGHT

Plan Number: 719570Y/1

Lot Number: 236

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

BPAY	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au **Biller Code:** 96503 **Reference Number:** 2002 5840 8104 6783 1	

DEFT PAYMENT SYSTEMS	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number **Reference Number:** 2002 5840 8104 6783 1 *Register at deft.com.au or by calling 1800 672 162. VISA MasterCard Diners Club International AMERICAN EXPRESS Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

POST billpay	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to $9,999.99), Cheque or EFTPOS. *496 200258408 10467831	

OWNERS CORPORATION CERTIFICATE

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

Vendor: Mr C Booth

This certificate is issued for Lot 236 on Plan Number 719570Y/1 the postal address of which is:

158 Smith Street COLLINGWOOD 3066 VIC

The current fees for Lot 236 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
Operating Levy					
01/07/2023	**30/09/2023**	**30/06/2023**	**01/07/2023**	**16.89**	**185.78**
01/10/2023	**31/12/2023**	**Not Issued**	**01/10/2023**	**16.89**	**185.78**
01/01/2024	**31/03/2024**	**Not Issued**	**01/01/2024**	**16.89**	**185.78**
01/04/2024	**30/06/2024**	**Not Issued**	**01/04/2024**	**16.89**	**185.78**
Maintenance Plan					
01/07/2023	**30/09/2023**	**30/06/2023**	**01/07/2023**	**3.13**	**34.45**
01/10/2023	**31/12/2023**	**Not Issued**	**01/10/2023**	**3.13**	**34.45**
01/01/2024	**31/03/2024**	**Not Issued**	**01/01/2024**	**3.13**	**34.45**
01/04/2024	**30/06/2024**	**Not Issued**	**01/04/2024**	**3.13**	**34.45**

The current fees have been levied up until the:

30/09/2023

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

$0.00

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	*Levy*	*Amount Levied $*	*Amount Outstanding $*
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property. **At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.**
NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	**CHU Underwriting Agencies Pty Ltd**
Policy Type	**Residential Strata**
Policy Number	**HU0006108632**
Notes	
Refer to Policy	**Refer to attached Policy for details**

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/06/2022: $272,202

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts: **Air Conditioning Maintenance – Chill Master** **Building Management – Pivot FM** **Cleaning – Stephanie's Cleaning Services** **Electricity – OC Electricity Management Services Pty Ltd** **Essential Safety Measures – Compliance Maintenance Solutions** **Fire Monitoring – ADT Fire Monitoring** **Lift Maintenance – Kone Elevators Pty Ltd** **Owners Corporation Management - The Knight** **Leases/Licences** **OC Electricity Management Services – part of the common property to access the embedded network, electricity equipment and network infrastructure for communications, data, television, security and broadband fibre optic network** **Caretaker – to allow the caretaker to use the designated caretaker's office on the ground floor and storage area on Basement Level 1** **Lot S2 Ingress & Egress - for the rights of ingress and egress through the Little Oxford Street residential entrance and lobby for the sole purpose of gaining access to and from that part of Lot S2 known as 140-144 Smith Street, to extend to tenants and their customers and invitees** **Lots S2 use of Stairwells & Lifts – to use all residential stairwells and lifts on Common Property 2 for sole purpose of gaining access to and from that part of Lot S2 situated on the rooftop for the service, repair, maintenance and replacement of the plant and equipment** **Lot S2 Signage – to allow the owner of Lot S2 install signage on common property**

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.
Name of Manager: The Knight
Address of Manager: Level 1, 204 Balaclava Road CAULFIELD NORTH VIC 3161
Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

Water damage - Any excess applied to an insurance claim resulting from water damage due to the carelessness and/or negligence of the owner and/or the resident of a lot will be recovered from the owner of that lot. **False fire alarms - Cooking fumes or smoke must not be exhausted from units into the corridors. If a resident allows smoke to activate a corridor smoke alarm, it will automatically call the fire brigade. If the fire brigade attends the development and there is no fire, it may charge the owners corporation for its attendance. The costs in such events will be recovered from the owner of the lot concerned.** **Security key (Building access) - If an electronic key-fob is lost or stolen, the owners corporation must be advised so that its code may be removed from the security system. The cost of a replacement key-fob is chargeable to the owner or their authorised delegate.** **Security key (Car park access) – Each lot may only obtain one security access fob per car spot.** **Advertising boards - the display of advertising boards for the letting or leasing of lots is not permitted** **Air BNB – OC committee opposes Air BNB stays** **Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.** **Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant.**



Signature of Registered Manager
Dated: 7th, September 2023
Full name: Mark Reed **On Behalf of** Owners Corporation Plan (VIC) (Tier 1) 719570Y/1

c/- The Knight
Address: P.O. Box 678 MALVERN 3144
Ph: 9509 3144
Email: theknight@theknight.com.au
Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:
1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation.

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an Owners Corporation.

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

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

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 719570Y/1
158 Smith Street COLLINGWOOD 3066 VIC
Lot Number: 236

Owner Details

Full Name of owner/s:_____

Address of owners/s:_____

Email Address: _____

Owner Telephone Details:

AH: _____ **BH:** _____**Mob:**_____ **Fax:** _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ **BH:** _____ **Mob:** _____ **Fax:** _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	**Owner**	**or**	**Agent (Please circle one)**
Notices/Correspondence to:	**Owner**	**or**	**Agent (Please circle one)**

Date:_____ **Signature of Owner/s:** _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD) as proof of settlement.
Mail: PO Box 678, Malvern Vic 3144
Email: ownerupdates@theknight.com.au

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*"(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*
(2) If an address in Australia has not been nominated under subsection (1), service may be effected-
(a) By posting the notice to the last known address of the lot owner in Australia; or
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

Plan Number: 719570Y/2

Lot Number: 236

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

BPAY	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au **Biller Code:** 96503 **Reference Number:** 2002 5840 8104 7068 7	

DEFT PAYMENT SYSTEMS	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number **Reference Number:** 2002 5840 8104 7068 7 *Register at deft.com.au or by calling 1800 672 162. VISA MasterCard Diners Club International AMERICAN EXPRESS Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

POST billpay	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to $9,999.99), Cheque or EFTPOS.  *496 200258408 10470687	

OWNERS CORPORATION CERTIFICATE

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

Vendor: Mr C Booth

This certificate is issued for Lot 236 on Plan Number 719570Y/2 the postal address of which is:

132-172 Smith Street COLLINGWOOD 3066 VIC

The current fees for Lot 236 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
Operating Levy					
01/07/2023	**30/09/2023**	**30/06/2023**	**01/07/2023**	**50.57**	**556.24**
01/10/2023	**31/12/2023**	**Not Issued**	**01/10/2023**	**50.57**	**556.24**
01/01/2024	**31/03/2024**	**Not Issued**	**01/01/2024**	**50.57**	**556.24**
01/04/2024	**30/06/2024**	**Not Issued**	**01/04/2024**	**50.57**	**556.24**
Maintenance Plan					
01/07/2023	**30/09/2023**	**30/06/2023**	**01/07/2023**	**17.12**	**188.30**
01/10/2023	**31/12/2023**	**Not Issued**	**01/10/2023**	**17.12**	**188.30**
01/01/2024	**31/03/2024**	**Not Issued**	**01/01/2024**	**17.12**	**188.30**
01/04/2024	**30/06/2024**	**Not Issued**	**01/04/2024**	**17.12**	**188.30**

The current fees have been levied up until the:

30/09/2023

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

$0.00

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	*Levy*	*Amount Levied $*	*Amount Outstanding $*
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property. **At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.**
NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	**Chubb Insurance Australia Limited**
Policy Type	**Residential Strata**
Policy Number	**02GS032012**
Notes	
Refer to Policy	**Refer to attached Policy for details**

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/06/2022: $630,550

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts: **Air Conditioning Maintenance – Chill Master** **Building Management – Pivot FM** **Cleaning – Stephanie's Cleaning Services** **Electricity Supply – OC Electricity Management Services Pty Ltd** **Essential Safety Measures – Compliance Maintenance Solutions** **Fire Monitoring – ADT Fire Monitoring** **Gas Supply – Origin Energy Retail Pty Ltd** **Hot Water Units – Heataire** **Lift Maintenance – Kone Elevators Pty Ltd** **Owners Corporation Management - The Knight** **Waste Management – Waste Wise** **Leases/Licences** **OC Electricity Management Services – part of the common property to access the embedded network, electricity equipment and network infrastructure for communications, data, television, security, and broadband fibre optic network** **Caretaker – to allow the caretaker to use the designated caretaker's office on the ground floor and storage area on Basement Level 1** **Lot S2 Ingress & Egress - for the rights of ingress and egress through the Little Oxford Street residential entrance and lobby for the sole purpose of gaining access to and from that part of Lot S2 known as 140-144 Smith Street, to extend to tenants and their customers and invitees** **Lot S2 Ingress & Egress (Smith St) – for the rights of ingress and egress through the Smith Street residential entrance, lobby and lifts for the sole purpose of gaining access to and from that part of Lot S2 known as Ground Floor Office, to extend to tenants and their customers and invitees.** **Lots S2 use of Stairwells & Lifts – to use all residential stairwells and lifts on Common Property 2 for sole purpose of gaining access to and from that part of Lot S2 situated on the rooftop for the service, repair, maintenance and**

replacement of the plant and equipment
Lot S2 Signage – to allow the owner of Lot S2 install signage on common property

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.
Name of Manager: The Knight
Address of Manager: Level 1, 204 Balaclava Road CAULFIELD NORTH VIC 3161
Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant.

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.



Signature of Registered Manager
Dated: 7th, September 2023
Full name: Mark Reed **On Behalf of** Owners Corporation Plan (VIC) (Tier 1) 719570Y/2

c/- The Knight
Address: P.O. Box 678 MALVERN 3144
Ph: 9509 3144
Email: theknight@theknight.com.au
Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:
1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation.

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an Owners Corporation.

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

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

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 719570Y/2
132-172 Smith Street COLLINGWOOD 3066 VIC
Lot Number: 236

Owner Details

Full Name of owner/s:_____

Address of owners/s:_____

Email Address: _____

Owner Telephone Details:

AH: _____ **BH:** _____**Mob:**_____ **Fax:** _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ **BH:** _____ **Mob:** _____ **Fax:** _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	**Owner**	**or**	**Agent (Please circle one)**
Notices/Correspondence to:	**Owner**	**or**	**Agent (Please circle one)**

Date:_____ **Signature of Owner/s:** _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD) as proof of settlement.
Mail: PO Box 678, Malvern Vic 3144
Email: ownerupdates@theknight.com.au

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*"(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*
(2) If an address in Australia has not been nominated under subsection (1), service may be effected-
(a) By posting the notice to the last known address of the lot owner in Australia; or
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

17 January 2023

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN OF SUBDIVISION No. 719570Y/1 & 2

132-172- Smith Street, Collingwood VIC 3066

Minutes of the Annual General Meeting held at
The Hive Co-Working Space
Ground floor, 92 Rupert Street, Collingwood VIC 3066
on Tuesday, 20th September 2022

1. Commencement of Meeting

The meeting commenced at 6:30 PM. Harleen Chawla welcomed everyone in attendance to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name
UG1	Tony Peters & Maurice Dean
105	Ana M Tonc
107	Jonathan A Nolan
152	El Phelps Menezes
226	Cool Ryder & Coco Xie
246	Michael Norman Edwards
320	Gregory Alexander Ryan
331	Jake Edwards
344	Hermann J Hahn
402	Rita Panayi
407	Simon J Wark
505	Chris Round
507	Anthony Sriann
607	Christopher Thorgove

2.2 Proxy Holders Present*

Lot 228 - Mapetrus Pty Ltd in favour of Peter & Maike Schroeder

Lot 302 - Martin Charles in favour of Chris Round

Lot 606 - John Edwin Dawson in favour of Linda Dawson

Lot 321 - Johanna Murray in favour of Jarrod Campbell

2.3 Quorum*

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

- the meeting minutes being forwarded to Lot owners within 14 days of the meeting
- no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

Lot	Name	Lot	Name
121	P & K Matheson Pty Ltd	427	Sophie Wade
135	Adriano Leti	429	Eliezza Betzy Susara
144	Caren Brunner	501	Paul & Margaret Harmon
154	Jane Elizabeth Leighton	514	Robert Comans & Camelia Acbischer
204	Alistair Zuk & Saren Turner		
227	Karl Albert Metzger	608	Sue Jacqueline Beeton
305	Fabio Capitanio		
306	Caroline Kuiper		
316	Julie Castro & Natalie Wright		
317	Tchen (Gaax) Pty Ltd		
318	Ashley Allan McConnell		
338	Sandra Gifford		
339	Christopher Rule & Sierra Lever		
340	Vanessa Basile		
349	OHare Custodian Pty Ltd		
351	Bianca Jade Cubitt		
426	Margaret Curran		

2.5 In Attendance

Harleen Chawla, Owners Corporation Manager, The Knight
Ben Boulanger, Building Manager, Pivot FM
Henry Vriesen, Operations Manager, Pivot FM

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

Resolution: 'It was **agreed to continue with previous stature** that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

3.2 Appointment of Meeting Chairperson* (s79 of the Act)

Resolution: 'It was resolved that Chris Round be appointed as Chairperson for the meeting.'

3.3 Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

Resolution: 'It was resolved those minutes of the previous General Meeting held on 29/06/2021 be confirmed as a true and accurate record of that meeting.

4. Reports

4.1 Presentation of the Owners Committee Management Report (s115 of the Act)

Chris Round (Chairperson) highlighted the Goals of the committee during the meeting which are as follows:

- each member of the Committee has contributed well (since they are part of the committee)
- Last FY, the OC committee has replaced OCM and FM – BM to improve the facilities in the building.
- For next 12 months, OC committee goal is to work on some of the projects like Oxford Street water leak, move storage cages inside the fence, Committee also have received legal advice on the same.
- Also, in progress of investigating EV charging option for the building.

4.2 Presentation of the Owners Corporation Manager's Report (s126 of the Act).

Harleen Chawla on behalf of The Knight presented the Owners Corporation Manager's report to the meeting.

4.3 Presentation of the Building Manager's report

The Building Managers report has been presented to the meeting.

5. Financials Matters

5.1 Financial Statements for the Period* 01/07/2021 – 30/06/2022 (s34 of the Act)
Resolution: 'It was resolved that the financial statements for the period 01/07/2021 - 30/06/2022 be approved.'

5.2 Independent Auditor Report
It was noted that the financial statements have been audited by an independent auditor.

5.3 Annual Budget and Levies for the Period* 01/07/2022 - 30/06/2023 (s23 of the Act)

Resolution: 'It was resolved that the annual budget and levies for the period 01/07/2022 - 30/06/2023, as circulated with the meeting documentation, be approved.'

5.4 Annual Operating Levy

Plan Number – 719570Y/1

For the period 01/07/2022 - 30/06/2023 the approved levy is $264,360 (ex. GST).

Plan Number – 719570Y/2

For the period 01/07/2022 - 30/06/2023 the approved levy is $589,320 (ex. GST).

5.5 Long Term Maintenance Levy

Plan Number – 719570Y/1

For the period 01/07/2022 - 30/06/2023 the approved levy is $47,449.46 (ex. GST).

Plan Number – 719570Y/2

For the period 01/07/2021 - 30/06/2022 the approved levy is $208,144.98 (ex. GST).

5.6 Maintenance Plan* (s36 of the Act)
Resolution: The Owners Corporation already has a maintenance plan in place however a new Maintenance Plan is in process of getting prepared & new committee will review it during the course of FY2022-2023. It was resolved to delegate the powers to the new committee to be review, finalise and adopt the new MP during the course of the year and notify the Owners via a notice.

5.7 Lot Owners in Arrears

Resolution: 'It was agreed to continue with previous stature that the Owners Corporation (OC) initiate debt recovery proceedings against a Lot if fees or charges are owed to the OC 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the OC account of the relevant Lot and further that the OC Manager be authorised to take any action necessary to facilitate the recovery of the debt.'

5.8 Charging of Penalty Interest

'Lot owners are reminded that as per a previous resolution of the Owners Corporation, penalty interest is charged on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules. The current penalty interest rate is 10.00% P.A which is calculated daily.'

5.9 Recovery of Costs
Resolution: 'It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*
The details of the insurance policy taken out by the Owners Corporation were circulated with the meeting notice.

6.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)
Resolution: the Last Valuation was done on 28-08-19.

6.3 Standing Direction Order for Future Insurance Renewals

(No standing direction with Committee):

'It was resolved that the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not decide at least 1 day prior to the renewal of the insurance, The Knight will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.'

7. Committee of Management* (s100 of the Act)

7.1 Number of Committee Members

Resolution: 'It was resolved that the Owners Corporation exceed the maximum number of members to be elected to the Committee of Management to 9 via an ordinary resolution during this meeting.'

7.2 Election of Committee

Lot	Name	Lot	Name
152	El Menezes	228	Peter Shore
320	Greg Ryan	402	Rita Panayi
505	Chris Round	507	Anthony Sriann
606	John Dawson	607	Chris Trengrove
	Vacant Position.		

7.3 Committee of Management Meeting

Resolution: The meeting was informed that a Committee of Management meeting is to take place later for the sole purpose of electing a Chairperson and Secretary for the Owners Corporation.

7.4 Election of Chairperson (s98 of the Act)

Chris Round has been nominated as a new Chairperson of the OC committee.

7.5 Election of Secretary (s99 of the Act)

The meeting was informed that TK remains the Secretary of the Owners Corporation.

8. Governance

8.1 Owners Corporation Management Contract

Resolution: It was resolved that the Owners Corporation Management contract with The Knight be renewed in the approved form.'

8.2 Use of Owners Corporation Common Seal (s20(2) of the Act)

Resolution: 'It has been resolved that the common seal is no longer required and can be destroyed.'

9. General Business

9.1 Standing ovation for the Chairperson – Chris Round by the OC committee.

9.2 **On charges**: Meeting noted that there are a lot of expenses which are not related to common property however is part of individual unit repairs such as limiting valves for hot water, leak investigation where the cause is due to a particular unit etc. such expenses once paid by the OC, will needs to be on charged back to the lot responsible.

9.3 **Notice** RE On-charges to be issued to all owners & Property manager by TK and a notice to residents will be issued by the BM and this is to be posted on the portal.

9.4 **Embedded network- It was noted in the meeting that state govt has recently changed the rules for the new Buildings and OC committee will discuss it further in next upcoming COM meetings**

9.5 **OCEMS invoices – The OC chairperson also notified the members that there are some investigations going on RE OCEMS invoices and Committee and TK is looking to resolve this matter ASAP.**

9.6 **Water leaks: It was noted in the meeting some of the Units have water leaks/condensation issues, the previous manager investigated this matter and the report was not good however a new report has been obtained recently & circulated to the OC committee which highlights several causes if these leaks. New committee will further discuss this matter at the next COM meeting.**

9.7 Compliments to Pivot and The Knight

- Improvement in building standards
- Proper communication
- Special Thanks to Ben – Pivot for his amazing work.

10. Close of Meeting

The meeting closed at7: 35 PM

10.1 Next Annual General Meeting

Resolution: It was resolved that the next Annual General Meeting will be held at a similar time 2023.



Harleen Chawla
Owners Corporation Manager
The Knight
For and on behalf of Plan 719570Y/1&2
T: (03) 9509 3144
E: harleen@theknight.com.au

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Notification of making, amendment or revocation of owners corporation rules

AM390580W
08/12/2015 $59.80 OCAR

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	
Name	Banco Management Pty Ltd
Phone	(03) 9347 5055
Address	Level 1, 333 Drummond Street, Carlton Victoria 3053
Reference	Malvern Way
Customer code	13053D
Owners corporation number	Owners Corporation 1
Plan number	PS719570Y

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 | 27 November 2015

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:	27 November 2015
Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.	
The common seal of owners corporation number:	
Plan number:	PS719570Y

OWNERS CORPORATION No 719570Y No 1 ★ The Common Seal of

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

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AM390580W
08/12/2015 $59.80 OCAR

Lot owner

Full name	Mario Lo Giudice, director of Malvern Way Pty Ltd (sole lot owner)
Address	5 Grosvenor Street, Brighton Victoria 3186

Lot owner

Full name	Joel Freeman, director of Malvern Way Pty Ltd (sole lot owner)
Address	5 Airdrie Road, Caulfield Victoria 3162

For current information regarding owners corporation, please obtain an owners corporation search report

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010

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AM390580W
08/12/2015 $59.80 OCAR

Owners Corporation PS719570Y Rules
Regulation 8 Owners Corporations Regulations 2007

1. Model Rules

1.1 Health, safety and security

1.1.1 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.

1.1.2 Storage of flammable liquids and other dangerous substances and materials

(a) 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.

(b) This rule does not apply to—

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

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

1.1.3 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.

1.2 Management and administration

1.2.1 Metering of services and apportionment of costs of services

(a) 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.

(b) 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.

(c) Subrule (b) does not apply if the concession or rebate—

(i) 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

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

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AM390580W
09/12/2015 $59.80 OCAR

1.3 Use of common property

1.3.1 Use of common property

(a) 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.

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

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

(d) 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.

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

(f) Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

1.3.2 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.

1.3.3 Damage to common property

(a) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(b) 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.

(c) An approval under subrule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(d) 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.

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(e) The owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.

1.4 Lots

1.4.1 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.

1.5 Behaviour of persons

1.5.1 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.

1.5.2 Noise and other nuisance control

(a) 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.

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

1.6 Dispute resolution

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

1.6.2 The party making the complaint must prepare a written statement in the approved form.

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

1.6.4 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.

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

1.6.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

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1.6.7 If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006.*

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

2. Additional Rules

These Additional Rules override the Model Rules in the event of an inconsistency.

In these Additional Rules, "Act" means the *Owners Corporations Act 2006.*

2.1 Use of common property

An owner or occupier of a lot must not:

2.1.1 use the common property or the common facilities to which it is entitled (or permit them to be used) in a manner that unreasonably interferes with or prevents use of the common property or the common facilities by other lot owners or occupiers or their families, invitees, visitors or other persons entitled to use the common property or common facilities;

2.1.2 obstruct lawful use of the common property in particular the pathways, drives and any easement that provides access to any lot by any person;

2.1.3 damage or deface any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available;

2.1.4 restrict or hinder any lot owner's access to or reasonable use of the common property;

2.1.5 deposit, other than in proper tightly secured receptacles (such as a plastic bag) in the area specified for such purpose by the owners corporation, or throw or store upon the common property any rubbish, dirt, dust, or other material;

2.1.6 ensure that any rubbish deposited in the garbage bins designated by the owners corporation consists only of household waste and that no hard rubbish is deposited in the designated rubbish room and in the event of a breach of this rule the owners corporation may remove the hard rubbish and recover the cost from the particular lot owner or occupier;

2.1.7 fail to comply with any reasonable request or direction of any person employed by the owners corporation;

2.1.8 use or permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or which may cause a nuisance or hazard to any other owner or occupier of a lot or their guests or visitors;

2.1.9 park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any other place other than in a designated parking area;

2.1.10 use a parking space for any purpose other than the parking of a motor vehicle;

2.1.11 permit a vehicle to be driven in excess of 10 kilometres per hour on any area of common property or within any lot;

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2.1.12 permit any bicycle to be brought into the foyer, lifts, stairwells, hallways, garden areas or other parts of the common property designated by the owners corporation or its manager from time to time;

2.1.13 do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to any person owning or occupying any lot or which may be illegal or injurious to the reputation of the development or use or allow the use of any lot or the common property for any noxious, noisome, offensive, or illegal purpose, act, trade, business, occupation or calling;

2.1.14 make or permit any undue noise in or about the common property or any lot;

2.1.15 enter any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to be made to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the common property without the consent in writing of the owners corporation to do so;

2.1.16 require the owners corporation to contribute or reimburse or pay for any plant, equipment, service or facilities exclusively servicing a lot notwithstanding that its location may be within the common property;

2.1.17 use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed;

2.1.18 deposit sweepings, rubbish or other unsuitable substances in any water closets, conveniences and other water apparatus including waste pipes and drains and any costs or expenses resulting from damage or blockage to such appurtenances from misuse or negligence must be borne by the lot owner or occupier whether the same is caused by their actions or those of the owner or occupier's household or their guests or visitors;

2.1.19 smoke or permit any person to smoke in any part of the common property or otherwise in contravention of any law;

2.1.20 take any supermarket shopping trolleys into the residential lifts or lobbies;

2.1.21 use or allow the common property laneways/paths leading to any part of the development to be used for any purpose other than for which they are designed or in contravention of any law;

2.1.22 hold private parties on the common property unless the owners corporation consents in writing and then only on the terms and subject to the conditions as specified in that consent (and any private parties or social gatherings in the communal barbecue area must be by prior appointment with the owners corporation manager); and

2.1.23 allow or arrange for delivery or collection of goods or rubbish other than at times reasonably approved by the owners corporation;

2.1.24 use the loading bay via Little Oxford Street without first making a prior appointment with the owners corporation manager (but this rule will not apply to an owner or occupier of a commercial lot where the owners corporation has resolved to grant that owner or occupier unrestricted access to the loading bay); and

2.1.25 breach any restrictions imposed by council with respect to loading and unloading from the loading bay.

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2.2 Appearance

An owner or occupier of a lot:

2.2.1 must not use his lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot;

2.2.2 must not store or permit to be stored on the common property any materials or goods on the common property except in a place set aside for that purpose by the owners corporation;

2.2.3 must not cut, injure, damage, deface or obstruct any of the common property or any conveniences, appliances, facilities or equipment installed and not use them for any purpose other than that for which they were provided;

2.2.4 must not without the written consent of the owners corporation (on such terms and conditions as the owners corporation in its absolute discretion thinks appropriate):

(a) make or permit to be made any alterations or additions (painting and decorating included) to the exterior of any lot;

(b) erect or affix any television or radio mast, antenna, satellite dish or similar device or any canvas blind or other awning on the outside of any window, balcony or terrace or in a location that is otherwise visible from the exterior of the lot; or

(c) make structural alterations or additions to the interior of any lot or any part of it which may diminish the support and shelter of any lot, and for this purpose the owners corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the lot owner or occupier on a full indemnity basis to advise the owners corporation of the effect of any proposed alterations or additions;

2.2.5 must not permit any auction or sale to be conducted or take place on common property without prior permission of the owners corporation which must provide the necessary security arrangements at the cost of the lot owner;

2.2.6 must not maintain within the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the building;

2.2.7 must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the owners corporation;

2.2.8 must not install any air conditioning unit in or outside a lot other than in a place nominated by the owners corporation;

2.2.9 must not install any pipes, wiring, cables or the like to the external face of the building;

2.2.10 must clear on each and every day any mail-receiving box and/or newspaper receptacle of all material and objects whatsoever whether solicited or not, or arrange for such required clearance by other persons should the lot owner or occupier be absent for any reason for any period of more than one night;

2.2.11 must not hang or permit to be hung any garment or other article from any balcony or exterior surfaces so as to be visible from outside the building or from common property, except in places expressly provided for such purpose;

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2.2.12 who grows plants in pots or planter boxes must only grow plants with non-invasive root systems and will be held liable for all damage by plants which cause a failure in a planter box, a structure and or any waterproof membrane; and

2.2.13 must not, without first obtaining the written approval of the owners corporation, access the roof areas of the building.

2.3 Noise Levels

An owner or occupier of a lot must not:

2.3.1 use or permit to be used any instrument whatsoever which is audible outside its lot between the hours of 10:00pm and 8:00am;

2.3.2 permit any entertainment noise or any noise created by any mechanical installation to be audible outside the lot between the hours of 10:00pm and 8:00am;

2.3.3 make any disturbing or irritating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration in the development; and

2.3.4 hold or permit to be held any social gathering in his lot or on common property which is likely to cause any such noise as set out in Rules 2.3.1 to 2.3.2 above or to cause any nuisance or disturbance to other lot owners or occupiers.

2.4 Conduct

An owner or occupier of a lot must not:

2.4.1 use or permit to be used on his lot any device including any machine, equipment or instrument which causes interference with wireless or telephone reception in any other lot or the common property;

2.4.2 keep any animal in his lot or leave unattended or exercise any animals on the common property unless the owners corporation consents and that consent has not been revoked or withdrawn. For the purpose of this Rule the owners corporation may make any consent applying to the whole of the development to any group or breed of animal for such period on such terms and conditions as it thinks fit;

2.4.3 install any heating or cooling device or machine other than by mounting the plant and equipment for it in an area approved by the owners corporation in writing;

2.4.4 bring to, do or keep anything in its lot which might increase the rate of insurance premium on the development or the common property or which might conflict with the law relating to fires or any insurance policy on the development or the common property or the Act or ordinances of any public authority for the time being in force;

2.4.5 interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a lot; and

2.4.6 violate the provisions of any law, the Act or these Rules.

2.5 Miscellaneous

An owner or occupier of a lot must:

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2.5.1 keep keys or any access or security pass which has been allocated to it safe and promptly report the loss of any such key or pass to the owners corporation;

2.5.2 ensure compliance with fire laws in respect of a lot;

2.5.3 at the lot owner or occupier's cost, replace any security key or pass which is issued to them by the owners corporation or its representative and the owners corporation may charge a reasonable fee for any replacement or additional security key or pass required by the lot owner or occupier;

2.5.4 give prompt notice to the owners corporation of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installations or fixtures which comes to its notice, and the owners corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as it or they deem necessary for the safety and preservation of the development as often as may be necessary;

2.5.5 regularly clean the interior and exterior of all windows forming part of his lot;

2.5.6 pay all amounts levied by the owners corporation and payable in respect of his lot as and when they fall due;

2.5.7 notify the owners corporation of any proposed change of ownership or occupancy of his lot;

2.5.8 notify any proposed owner or occupier of his lot of all terms and conditions of any licenses or agreements in place that affect his lot or the common property;

2.5.9 only use light power or heat generated by electrical current or gas supplied through meters except in the case of emergency or failure of supply when the lot owner or occupier may use other sources of energy except a naked flame;

2.5.10 notify the owners corporation of any person who is not a member to whom a security key or pass to the common property has been given;

2.5.11 maintain any part of any car space comprised in his lot or licensed to the lot owner or occupier visible from the exterior of the lot in a clean and tidy condition;

2.5.12 be responsible for closing any gates or doors when entering and leaving the common property (and ensure that their visitors and invitees do the same);

2.5.13 allow reasonable access to any part of his lot for any trades person, contractor or service person employed by the owners corporation for the purpose of maintenance or repair of the common property or his lot or any plant equipment, service, facility or utility;

2.5.14 take all reasonable precautions to keep his lot free from rodents, vermin, insects and other pests;

2.5.15 ensure that his guests and visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the lot owner or occupier of another lot or of any other person lawfully using the common property; and

2.5.16 when on common property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to other lot owners or occupiers or to any person lawfully using the common property;

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2.5.17 ensure that any estate agent or person authorised by the owner or occupier to conduct an 'open for inspection' of their property (whether for lease or sale of the property) must personally escort all visitors to and from the property for the purpose of the inspection.

3. General

3.1 An owner or occupier of a lot must not let any person into actual occupation (whether by means of lease or licence or otherwise) of his lot unless that person covenants with them to comply strictly with these Rules and/or other Rules which may be in force at any time from time to time with respect to that lot and to the development.

3.2 The owners corporation may take measures to ensure the security of the common property and the lots affected by the owners corporation from fire and other hazards and without limitation may:

3.2.1 restrict by means of a security key access to common property to lot owners or occupiers of lots;

3.2.2 restrict by means of a security key the access of lot owners or occupiers of one level of the development to any other level of the development.

3.3 Members must observe the terms of any notice displayed by the owners corporation or of any statutory authority.

3.4 The owners corporation may prepare a "House Rules" booklet for distribution to all lot owners and occupiers and which will include all relevant Rules and any other Rules and/or directions which are necessary for the proper management and/or running of the development.

3.5 Where the owners corporation expends money to make good damage caused by a breach of any law or breach of these Rules by any lot owner or occupier or its tenants, guests, servants, employees, agents, children, invitees or licensees, the owners corporation is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner or occupier of the relevant lot as at the date of the relevant breach.

4. Moving Large Items

4.1 Definition: In this rule, "Large Items" means furniture, appliances, electrical goods, equipment, large household articles or any items which may damage or obstruct any part of the common property (however temporary).

4.2 When delivering or receiving Large Items, an owner or occupier must:

4.2.1 notify the owners corporation manager of their intention to move the Large Items at least 2 working days before the proposed move;

4.2.2 allow a representative of the owners corporation to be present when the Large Items are moved;

4.2.3 comply with all directions of the owners corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;

4.2.4 only use the designated service lift nominated by the owners corporation to carry the Large Items and at the times permitted by the owners corporation, which is to be arranged by prior appointment;

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4.2.5 not allow any Large Items to contact lift doors or walls, including contact by leaning or stacking the Large Items against the lift door;

4.2.6 not obstruct or restrict access (however temporary) to any lifts, lobbies, fire escapes or car parking areas used by other occupants of the building; and

4.2.7 not carry the Large Items through the common property unless the owners corporation consents first.

4.3 A lot owner or occupier must immediately:

4.3.1 repair any damage to the common property caused by moving the Large items;

4.3.2 remove any rubbish, including paper, boxes or cartons; and

4.3.3 pay to the owners corporation any costs the owners corporation incurs for making good any damage to or cleaning of the common property.

4.4 Without limitation, this rule applies to any items moved into or out of a lot when an owner or occupier is moving into or vacating a lot.

5. <u>Storage Lot</u>

5.1 An owner or occupier must not store anything on a storage lot unless it is secured within a lockable storage cage, locker or cabinet which has been installed on the storage lot in accordance with rule 5.2.

5.2 If an owner or occupier of a lot wishes to install a storage cage, locker or cabinet on their designated storage lot, they must first obtain the written consent of the owners corporation or its manager, and then only in accordance with any conditions of consent imposed.

5.3 An owner or occupier must refrain from using its storage lot in a manner which may cause nuisance, damage or hazard to any adjoining storage or car park lots or common property.

5.4 The external appearance of a storage cage, locker or cabinet must not be modified without the prior written consent of the owners corporation or its manager.

6. <u>Signage Rights for Commercial Lots</u>

6.1 Definition – In this rule, "Commercial Lot(s)" means Lots LG1, LG2, LG3, LG4, LG5, LG6, S2 and S3 on the plan.

6.2 An owner or occupier of a Commercial Lot may install signs on those parts of the common property approved by the owners corporation from time to time:

6.2.1 which are of the nature usually displayed in connection with businesses of the nature carried on in the relevant Commercial Lot;

6.2.2 which are in keeping with the architectural style of the improvements making up the common property; or

6.2.3 which advertise that the relevant Commercial Lot or part of it is for lease.

6.3 Any question as to whether signs comply with this rule if not resolved by agreement are to be determined by an architect appointed by the President of the Royal Australian Institute of Architects – Victorian Chapter at the request of either the owners corporation or any owner of any Commercial Lot. That architect's determination will be

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final and binding on the relevant owner and the owners corporation and the architect's fees must be paid by the relevant lot owner and owners corporation in equal shares.

6.4 The architect will be acting as an expert and not as an arbitrator when making a determination under this rule.

7. Developer's Rights

7.1 Definitions – In this rule, "Developer" means Malvern Way Pty Ltd (ACN 053 470 590).

7.2 Nothing in these rules will prevent or hinder the Developer from completing construction of improvements on the Land and nothing in these rules will prevent or hinder the Developer from selling any lot and without limitation the Developer may:

7.2.1 use any lot as a display lot to assist in the marketing and sale of other lots or other property developed or to be developed by it;

7.2.2 place anywhere on the common property signs and other materials relating to sale of lots or relating to the display lot;

7.2.3 conduct in a lot or anywhere on the common property an auction sale of a lot;

7.2.4 use in any way it considers necessary any part of the common property for the purposes of selling lots; and

7.2.5 use in any way it considers necessary any part of the common property to facilitate completion of construction of improvements on the Land.

7.3 Developer's Obligations

In exercising its rights under this rule the Developer must use reasonable endeavours to cause the owners and occupiers as little inconvenience as reasonably possible in the circumstances.

7.4 Owners Corporation Obligations

The owners corporation must at the request and cost of the Developer do all things reasonably required by the Developer to facilitate efficient and economic completion of construction by the Developer of improvements on the Land and sale by the Developer of lots and without limitation the owners corporation must for those purposes sign all necessary consents to permits required by the Developer and must restrict owners and occupiers from having access to or use of parts of the common property when it is necessary to do so.

8. Conduct of Meetings

The conduct of meetings of the owners corporation will be regulated in accordance with the Act.

9. Consent Given

Wherever the consent of the owners corporation is required, then unless specified elsewhere in these Rules the owners corporation must be given reasonable notice in writing of the request and can delay, refuse or grant the consent subject to any conditions which it deems fit in its absolute discretion.

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10. Complaints

Any complaint or application to the owners corporation must be addressed in writing to the owners corporation's manager or where there is no manager, to the secretary of the owners corporation.

11. Compliance with Laws

A lot owner or occupier must at its expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notice or order of any governmental authority.

12. Compliance with Rules

An owner or occupier of a lot must ensure that its invitees comply with these Rules.

13. Owners Corporations Act 2006

An owner or occupier of a lot must not breach nor permit persons under its control to breach the Act.

14. General

Unless the context otherwise requires:

14.1.1 headings are for convenience of reference only and do not affect interpretation;

14.1.2 words importing the singular include the plural and vice versa;

14.1.3 one gender means the other gender or genders and vice versa;

14.1.4 a reference to a person includes any company, partnership, joint venture or other entity;

14.1.5 a reference to a thing includes part of that thing;

14.1.6 a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;

14.1.7 a reference to a law includes all laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

14.1.8 these Rules apply to the owners corporation unless expressly stated otherwise.

15. Severability

If a Court of competent jurisdiction holds that any part of these Rules is void, voidable, illegal or otherwise unenforceable or that these Rules would be void, voidable, illegal or otherwise unenforceable unless any part of these Rules is severed then that part will be severed from these Rules and will not affect the continued operation of the remaining provisions.

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I, Mario Lo Giudice, Chairperson of the Owner Corporation Committee, hereby certify that the Rules contained herein are true and correct.

.....

Mario Lo Giudice
Chairperson of the Owners Corporation Committee
PS719570Y

Date: 27/11/15

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Owners Corporation Additional Information

OC028285Y
27/10/2015 $0 OCAI

Accompanying a Plan

Unlimited Owners Corporation

Lodged by
Name: Banco Management Pty Ltd
Phone: 03 9347 5055
Address: Level 1, 333 Drummond Street, Carlton Victoria 3053
Reference: Malvern Way
Customer Code: 13053D

Applicant: *(full name and address including postcode)*

Malvern Way Pty Ltd ACN 053 470 590 of Level 1, 333 Drummond Street, Carlton Victoria 3053

Plan No.: PS719570Y Owners Corporation No.: 1

Owners Corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)

URD OC Management, Level 1, 333 Drummond Street, Carlton Victoria 3053

The purposes of the Owners Corporation are: (Section 27B(2) *Subdivision Act 1988*)

The purpose of Owners Corporation Number 1 Plan Number PS719570Y is to manage the land affected by the owners corporation (except the use of any common property affected by a limited owners corporation).

The basis for the allocation of lot entitlement and lot liability is: (Section 27F(2)(a) *Subdivision Act 1988*)

(I) In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the owners corporation.

(ii) In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the owners corporation.

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OC1

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Owners Corporation Additional Information

OC028285Y
27/10/2015 $0 OCAI

Accompanying a Plan

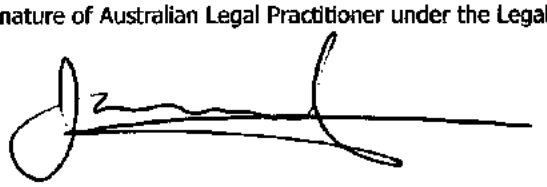
Unlimited Owners Corporation

Additional functions or obligations that are to be carried out or complied with by the unlimited Owners Corporation are:
(Section 27C(4) *Subdivision Act 1988*)

Not Applicable

Date:

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:



JAMES ALBERT LUI
1st Floor, 333 Drummond Street
Carlton Vic 3053
An Australian Legal Practitioner
within the meaning of the
Legal Profession Act 2004

33661110A

OC1

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

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Owners Corporation Additional Information

OC028286W
27/10/2015 $0 OCAI

Accompanying a Plan
Limited Owners Corporation

Lodged by
Name: Banco Management Pty Ltd
Phone: 03 9347 5055
Address: Level 1, 333 Drummond Street, Carlton Victoria 3053
Reference: Malvern Way
Customer Code: 13053D

Applicant: *(full name and address including postcode)*

Malvern Way Pty Ltd ACN 053 470 590 of Level 1, 333 Drummond Street, Carlton Victoria 3053

Plan No.: **PS719570Y** Owners Corporation No.: **2**

Owners Corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)

URD OC Management, Level 1, 333 Drummond Street, Carlton Victoria 3053

The purposes of the Owners Corporation are: (Section 27C(2) *Subdivision Act 1988*)

The purpose of Owners Corporation Number 2 Plan Number PS719570Y is to manage THE COMMON PROPERTY WITHIN the land affected by the owners corporation.

The basis for the allocation of lot entitlement and lot liability is: (Section 27F(2)(a) *Subdivision Act 1988*)

(i) In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the owners corporation.

(ii) In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the owners corporation.

Details of the limitations where the Owners Corporation is limited other than as to common property: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)

Not applicable

Functions or obligations that are to be carried out or complied with by the unlimited Owners Corporation are: (Section 27C(4) *Subdivision Act 1988*)

Not applicable

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OC2

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OC028286W
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Owners Corporation Additional Information Accompanying a Plan

Limited Owners Corporation

Date:

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

JAMES ALBERT LUI
1st Floor, 333 Drummond Street
Carlton Vic 3053
An Australian Legal Practitioner
within the meaning of the
Legal Profession Act 2004

THE BACK OF THIS FORM MUST NOT BE USED

Outcome

Tuesday, 10 September 2019

Chris Bandele, Facilities Manager
Smith & Co. Apartments
Urban Residential Development (OCM) Pty Ltd
PO Box 1144
CARLTON VIC 3053

Email: Chris.Bandalo@urdocm.com.au; caretakers@urdocm.com.au

Dear Mr Bandalo,

132-172 Smith Street, COLLINGWOOD VIC 3066

The Victorian Building Authority (VBA) is leading the Victorian Statewide Cladding Audit on behalf of the Victorian Government.

The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding - such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polyethylene/polymer core.

Inspection results

As part of the audit, an inspection was carried out on the above building. The inspection identified that the building is out of scope of the Victorian Statewide Cladding Audit and does not require further review by an Expert Panel of building and fire safety experts.

This building was ruled out-of-scope for the following reason/s:

- The building does not have combustible cladding (expanded polystyrene or aluminium composite panels with a polyethylene or polymer core).

Please update occupants and owners about the findings of the inspection. The VBA suggests that this letter is distributed to occupants and owners and displayed in the common areas of the building.

We also ask that you to include this letter on Section 32 statements and owner's corporation certificates if apartments in this building are advertised for sale.

Your responsibility

It is the responsibility of building owners to ensure that all essential safety measures (*sprinklers, fire hydrants, fire extinguishers, smoke alarms, emergency exit signage, fire doors, sprinklers*) are maintained in a fully operational manner. Maintenance records must be updated and be available for inspection if requested.

It's also a good time to review the fire safety practices for the building.

We recommend the following actions:

1. Ensure smoke alarms are in working order and are not obstructed, hindered or disabled.
2. Adopt good housekeeping measures to ensure combustible materials or waste are not stored at ground level, on balconies or near temporary fixtures such as blinds or awnings.
3. Remind occupants to be mindful of common ignition sources such as barbecues, heaters and cigarettes, particularly on balconies or near combustible material.
4. Make sure fire doors are not blocked, obstructed or held open.
5. Ensure all occupants know the building's evacuation plan and fire safety procedures.
6. Making building fire safety an ongoing discussion with occupants.

Please discuss any fire safety concerns with the following authorities:

1. Yarra City Council Building Department on 03 9205 5555.
2. The MFB www.mfb.gov.au or CFA cfa.vic.gov.au.

In the event of a fire, occupants should call 000 immediately.

Thank you for your assistance. If you have any further questions, please don't hesitate to contact us via return email.

Yours sincerely,



Amanda Wellesley
Assistant Director, Cladding Operations
Victorian Statewide Cladding Audit
Victorian Building Authority

The Knight

theknight@theknight.com.au
03 9509 3144

theknight.com.au
PO Box 678
Malvern Victoria 3144

Effective 1 December 2021
Owners Corporation Regulations 2018
Schedule 2
Regulation 8

Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity & results.

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

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

1.3 Waste Disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

Malvern
Level 2/2 Glenferrie Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

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

2 Committees & Sub-Committees

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

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

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

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

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

(3) Sub rule (2) does not apply if the concession or rebate –

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

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

4 Use of Common Property

4.1 Use of Common Property

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

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

(3) An approval under sub-rule (2) may state a period for which the approval is granted

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

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

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

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

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or

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

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation

(3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

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

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

7 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

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

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006

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

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The Knight

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03 9509 3144

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PO Box 678
Malvern Victoria 3144

SCHEDULE
FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

Insight, integrity
& results.

STANDARD RULES

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

(a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;

(b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;

(c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;

(d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;

(e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;

(f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

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Malvern
Level 2/2 Glenferrie Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

Resolute.
PROPERTY PROTECT

A NEW BENCHMARK IN STRATA.
ABN 53 157 850 827
AFSL 425966

Client:
OC719570Y
C/ - The Knight
PO BOX 678
MALVERN VIC 3144

Contact Details:
Account Manager: Alina Lucaciu
Email: alina@resolutepropertyprotect.com.au
Phone: 03 8646 0264

Policy Type:	Residential Strata	**Period of Insurance:** From:	30/06/2023
Policy Number:	HU0006108632	To:	30/06/2024
Client Reference:	VIC - 11906		

This Transaction Effective 30/06/2023:
Policy Transfer on renewal.

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

Insured:	OC719570Y
Situation Address:	132-172 Smith Street, Collingwood, VIC 3066
No. of Units / Lots:	234

Policy Details:

Policy 1:	Insured Property - Building	$174,220,000
	Insured Property - Common Area Contents	$1,742,200
	Insured Property - Loss of Rent/Temporary Accommodation	$26,133,000
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	$30,000,000
Policy 3:	Voluntary Workers - Limit	$200,000
	Voluntary Workers - Weekly Benefit	$2,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Policy 5:	Fidelity Guarantee:	$250,000
Policy 6:	Office Bearer's Legal Liability:	$5,000,000
Policy 7:	Machinery Breakdown:	$100,000
Policy 8:	Catastrophe Insurance - Insured Property	Not Insured
	Catastrophe Insurance - Extended Cover Rent/Temp Accommodation	Not Insured
	Catastrophe Insurance - Accommodation/Storage	Not Insured
	Catastrophe Insurance - Cost of Storage & Evacuation	Not Insured

Policy 9:	Government Audit Costs	$25,000
	Appeal Expenses – Common Property - Health and Safety Breaches:	$100,000
	Legal Defence Expenses:	$50,000
Policy 10:	Lot Owners Fixtures & Improvements:	$250,000
	Flood	Included

Excesses:

Legal Defence Expenses each and every claim:	$1,000
Policy 1 - Insured Property. Standard Excess:	$5,000
Machinery Breakdown any event of any kind:	$5,000
Flood Excess:	$5,000

Endorsements:

Terrorism endorsement
You have disclosed that:
a. 20% or more of the Building's area is used for a non-residential purpose; OR
b. the Building Sum Insured shown above is equal to or greater than $50,000,000.
Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.
This additional premium totals $3,464.45 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.
As Your disclosure indicates that the Act now applies to this policy, the General Exclusion 'Act of Terrorism' is deleted and replaced with the following.
1. Act of Terrorism
Death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to, resulting from or arising out of, or in connection with any:
a. Act of Terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss;
b. action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

Insurer Details:

Policy Wording:	QM562-0122
Insurer:	CHU Underwriting Agencies Pty Ltd
Supporting Insurer:	QBE Insurance (Australia) Limited
Proportion:	100%
Commission:	$0.00

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

Very Important Notice

Your Duty of Disclosure

Before you enter into a contact of general insurance with an insurer, you have duty, under the Insurance Contacts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contract are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This may clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006108632
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	30/06/2023 to 30/06/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 719570
Situation	132-172 SMITH STREET COLLINGWOOD VIC 3066

Policies Selected

Policy 1 – Insured Property
Building: $174,220,000
Common Area Contents: $1,742,200
Loss of Rent & Temporary Accommodation (total payable): $26,133,000

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $250,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 7 – Machinery Breakdown
Sum Insured: $100,000

Policy 8 – Catastrophe Insurance
Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

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

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 28/06/2023

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