

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the Auction.
2. The Auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserved price.
4. As the auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permits vendor bids.
7. During the Auction, the Auctioneer will say, "VENDOR BID", when making bids on the vendor behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SALE OF LAND REGULATIONS 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF PUBLIC
AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being Auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the Auctioneer.

Vendor Bids

The law of Victoria allows vendors to choose to have bids made for them by the Auctioneer. If this is the case, it will be stated as the first rule applying to the Auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The Auctioneer can only make a vendor bid if-

- The auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- The auctioneer states when making the bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say, "vendor bid" in making the bid.

What rules and conditions apply to the Auction?

Different rules apply to an Auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public Auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the Auction.

Forbidden activities at auctions

The law forbids –

- Any person bidding for a vendor other than –
 - The auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - A representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- The auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- The auctioneer acknowledging a bid if no bid was made.
- Any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made the bid.
- Any intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

Contract of Sale

Property:

Unit 502, 40 HALL Street, Moonee Ponds VIC 3039

JLE Conveyancing Pty Ltd
4 FADDIE STREET
CAIRNLEA VIC 3023
Tel: 0426 210 463
Ref: JL:8151

Contract of Sale

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale

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: KIM DU CAO

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co - Thomastown
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: 0497 555 757 Fax: Ref: Bic Nguyen

Vendor

Name: KIM DU CAO
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
Address: 4 Faddie Street Cairnlea Vic 3023
Email: info@jleconveyancing.com.au
Tel: 0426 210 463 Mob: Fax: Ref: 8151

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	12037	Folio 932	H502 PS 738832M

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 502, 40 HALL Street, Moonee Ponds VIC 3039

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

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

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 or occupancy permit is issued.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

subject to lease

If '**subject to lease**' then particulars of the lease are*:

- ☐ 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): NOT APPLICABLE AT AUCTION

- ☐ 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 - NOT APPLICABLE AT AUCTION

☐ General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

☐ General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

☒ **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 \$220 for the delay in receiving the Statement of Adjustments.

Land tax adjustment - Despite any other provision in this Contract, for the purposes of the Statement of the Adjustments, land tax shall be adjusted on the following basis:

- (a) Land tax shall be calculated on an aggregate basis (pursuant to the Land Tax Act 2005 (Vic)) and the Purchaser shall pay land tax on a proportional basis as assessed by the State Revenue Office of Victoria in respect of the Land (including any trust and surcharges imposed) which shall be adjusted at the date of settlement; and
(b) Any personal statutory benefit available to the Vendor is disregarded in calculation of the adjustment.



Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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



Special condition 6 – Electronic conveyancing

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

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

6.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

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

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

6.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

6.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.



Special condition 7 – Condition of the Property

- 7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.
- 7.2 The property and any chattels are sold:
- (a) In their present condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation;
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
 - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
 - (f) Subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.
- 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 – Loan

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.



Special condition 10 – Default Costs Payable

Also, general conditions 35.4 of the contract of sale is added:

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

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

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

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

10.4 Default administration fees are payable to Vendor's Representative in the amount of \$550 including GST for each and every default;

10.5 The purchaser acknowledge that the default interest rate is payable at 18% per annum payable by the purchaser to the Vendor at the settlement date;

☐ **Special condition 11 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 24 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

☒ **Special condition 12 - Nomination**

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

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

☒ **Special condition 13 – 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 \$330 at the settlement for each request.

☒ **Special condition 14 - 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 15 – Building Reports**

The general conditions 21.2 and 22.2 has been changed from 14 days to 7 days only.

☐ **Special condition 16 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to request, 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.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
 - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
 - 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We, ... of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 2023

SIGNED by the said)

)

Print Name:)

)

.....

Director (Sign)

in the presence of:)

)

Witness:)

)

.....

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 502, 40 HALL STREET, MOONEE PONDS VIC 3039

Vendor's name	KIM DU CAO	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)

(a) ☒ Their total does not exceed: \$5,000.00

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.

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

☒ Attached is a certificate with the required specified information.

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*.

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

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 ☐

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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12037 FOLIO 932

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LAND DESCRIPTION

Lot H502 on Plan of Subdivision 738832M.
PARENT TITLE Volume 12032 Folio 110
Created by instrument PS738832M Stage 2 29/11/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KIM DU CAO of 11 CHARLOTTE STREET SUNSHINE WEST VIC 3020
AR760094C 14/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR760095A 14/12/2018
WESTPAC BANKING CORPORATION

COVENANT V739721R 11/11/1998

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
AM958787K 21/07/2016

DIAGRAM LOCATION

SEE PS738832M 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 502 40 HALL STREET MOONEE PONDS VIC 3039

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 14/12/2018

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS738832M
OWNERS CORPORATION 3 PLAN NO. PS738832M
OWNERS CORPORATION 4 PLAN NO. PS738832M
OWNERS CORPORATION 10 PLAN NO. PS738832M

DOCUMENT END

INFORMATION ONLY

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FORM 21

Schedule 1 of the *Planning and Environment Regulations 2015*

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE RECORDING OF AN AGREEMENT

Section 181

Planning and Environment Act 1987

AM958787K

Lodged by:

Name: BEST HOOPER

Phone: 9670 8951

Address: Level 9, 451 Bourke Street, Melbourne

Ref: CD:KN:151606

Customer Code: 0485 U

The Responsible 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: Certificate of Title Volume 10371 Folio 828 being the Land in PC354406J

Certificate of Title Volume 06337 Folio 340 being the Lots 1, 2, 3 and 4 on PS013854, Road R1 on PS013854

Certificate of Title Volume 05996 Folio 035 being Lot 7 on PS013854

Certificate of Title Volume 05938 Folio 501 being Lot 1 on PS134891

Certificate of Title Volume 09400 Folio 126 being land in PC150910

Responsible Authority: **Moonee Valley City Council**
9 Kellaway Avenue, Moonee Ponds Vic 3039

Section and Act under which Agreement made:

Section 173 *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority:

Name of Officer:

Date:

Petrus Barry
14/7/2016

Moonee Valley City Council

Council

- and -

MP COMMERCIAL NO 1 PTY LTD (A.C.N. 605 707 784)

- and -

MP COMMERCIAL NO 2 PTY LTD (A.C.N. 605 077 793)

- and -

MP COMMERCIAL NO 3 PTY LTD (A.C.N 605 707 800)

together, the 'Owners'

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

Subject Land: 40 Hall Street and 34 – 36 Margaret Street Moonee Ponds

PLANNING DEPARTMENT

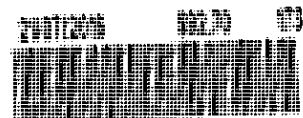
29 JUN 2016

**DATE RECEIVED
MOONEE VALLEY CITY COUNCIL**

**BEST HOOPER
Lawyers
Level 9, 451 Little Bourke Street
MELBOURNE**

**Ref: JC: CD 151606
Tel: 9670 8951
Fax: 9670 2954**

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A handwritten signature in black ink, appearing to be 'AM' followed by a stylized flourish.

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

AM958787K



THIS AGREEMENT is made the 14th day of July 2016

BETWEEN:

Moonee Valley City Council
of 9 Kellaway Avenue, Moonee Ponds VIC 3039

("Council")

- and -

**MP Commercial No 1 Pty Ltd (A.C.N. 605 707 784) of Level 2, 436
Johnson Street Abbotsford Vic 3067**

and

**MP Commercial No 2 Pty Ltd (A.C.N. 605 077 793) of Level 2, 436
Johnson Street Abbotsford Vic 3067**

and

**MP Commercial No 3 Pty Ltd (A.C.N. 605 707 800) of Level 2, 436
Johnson Street Abbotsford Vic 3067**

(together, the "**Owners**")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owners are or are entitled to be the registered proprietors of the Subject Land.
- C. The Parties enter into this Agreement as a Deed on a voluntary basis.
- D. The Parties enter into this Agreement 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 **"Plans"** means the plans endorsed pursuant to the Permit.
- 1.2 **"the Act"** means the Planning and Environment Act 1987 (Vic).
- 1.3 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4 **"Council"** means Moonee Valley City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Moonee Valley Planning Scheme.
- 1.5 **"Development"** means the building and works permitted by the Permit.
- 1.6 **"Everage Street Building"** means the building located on Everage Street forming part of the planning application for Stage 2.
- 1.7 **"Owners"** means:
- **MP Commercial No 1 Pty Ltd (A.C.N. 605 707 784) of Level 2, 436 Johnson Street Abbotsford Vic 3067; and**
 - **MP Commercial No 2 Pty Ltd (A.C.N. 605 077 793) of Level 2, 436 Johnson Street Abbotsford Vic 3067; and**
 - **MP Commercial No 3 Pty Ltd (A.C.N 605 707 800) of Level 2, 436 Johnson Street Abbotsford Vic 3067,**
- and subsequent 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;
- 1.8 **"party or parties"** means the Purchaser and Council under this Agreement as appropriate.
- 1.9 **"Permit"** means planning permit MV/434/2015.
- 1.10 **"Register"** has the same meaning given to this term in the *Transfer of Land Act 1958* (Vic) as amended from time to time.
- 1.11 **"Stage 1"** means the first stage of development of the Subject Land;

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21/07/2016

\$92.70

173



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1.12 **"Stage 2"** means the second stage of development of the Subject Land'

1.13 **"Subject Land"** means the land situated at 40 Hall Street and 34 – 36 Margaret Street, Moonee Ponds Vic 3039 being the land comprised in:

- Certificate of Title Volume 10371 Folio 828 being the Land in PC354406J;
- Certificate of Title Volume 06337 Folio 340 being the Lots 1,2,3 and 4 on PS013854, Road R1 on PS013854;
- Certificate of Title Volume 05996 Folio 035 being Lot 7 on PS013854;
- Certificate of Title Volume 05938 Folio 501 being Lot 1 on PS134891 and
- Certificate of Title Volume 09400 Folio 126 being land in PC150910,

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.

1.14 **"Urban Civic Plaza"** means that area of the Subject Land of approximately 1255m2 shown on the plan contained in **Appendix A** which is derived from the Landscaping Plan prepared by Oculus dated October 2015 and identified as drawing No. Version K.

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 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this

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Agreement and it is defined in the Act it has the same meaning as defined in the Act.

- 2.8 The obligations of the Owners 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 OWNERS

- 3.1 The Owners covenant and agree that they will:

- 3.1.1 make a financial contribution to the Council of \$802,500 in total (inclusive of GST) in lieu of the provision of 107 car parking spaces, that would otherwise be required to be provided on the Subject Land by Council such contribution to be paid on or prior to occupation of any part of the Development;
- 3.1.2 provide not less than an additional 124 car parking spaces over and above those shown on the Plans. Of these spaces, not less than 38 spaces must be located within Stage 1; and
- 3.1.3 provide not less than 10 per cent of the dwellings in the 'Everage Street' building forming part of Stage 2 with three bedrooms.

4. FURTHER OBLIGATIONS OF THE OWNERS

The Owners further covenant and agree that:

- 4.1 the Owners 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 Owners carry out the Owners' covenants under this Agreement and to enable the Council to enforce the performance by the Owners of such covenants and undertakings; and
- 4.2 the Owners will consent to Council making application to the Registrar of Titles to make a recording of this Agreement on the Register of the Certificate of Title to 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 on the Register under that Section.

5. OBLIGATIONS OF COUNCIL

- 5.1 Council acknowledges that the provision of the Urban Civic Plaza satisfies the public open space contribution that might otherwise have been required under Clause 52.01 of the Moonee Valley Planning Scheme in the event of the subdivision of Development

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permitted under the Permit or the development proposed within Stage 2.

- 5.2 Subject to the Urban Civic Plaza vesting in Council or Council otherwise being satisfied that the Urban Civic Plaza is available for unrestricted public access, Council covenants and agrees that it shall not make any further requirement or request for public open space in respect of the future subdivision of the Subject Land or any part of it.
- 5.3 The Council covenants that it will forthwith apply to register this Agreement on the Register of the Certificate of Title to the Subject Land pursuant to Section 181 of the Act.

6. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owners 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 Owners warrant that apart from the Owners 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 Owners must ensure that 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.

GENERAL MATTERS

9.1 Notices

9.1.1 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:

- by delivering it personally to that party;
- 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

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- 6 -

- 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.

9.1.2 A notice or other communication is deemed served:

- if delivered, on the next following business day;
- if posted, on the expiration of two business days after the date of posting; or
- if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

9.1.3 Unless advised to the contrary, the address for service on the Parties is set out below:

**MP Commercial No 1 Pty Ltd (A.C.N. 605 707 784) of Level 2, 436
Johnson Street Abbotsford Vic 3067**

**MP Commercial No 2 Pty Ltd (A.C.N. 605 077 793) of Level 2, 436
Johnson Street Abbotsford Vic 3067**

**MP Commercial No 3 Pty Ltd (A.C.N. 605 707 800) of Level 2, 436
Johnson Street Abbotsford Vic 3067**

**Moonee Valley City Council
9 Kellaway Avenue (PO Box 126)
Moonee Ponds VIC 3039**

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9.2 No Waiver

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

9.3 Severability and enforceability

If a court, arbitrator, tribunal or other competent authority determines that:

9.3.1 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;

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- 7 -

9.3.2 the Agreement has not been validly made under the Act or is unenforceable under the Act, it remains a contract between the parties and is enforceable as a contract.

9.4 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. AMENDMENT

This Agreement may be amended:

11.1 by written agreement between the parties; or

11.2 in accordance with the Act.

12. ENDING OF AGREEMENT

12.1 This Agreement ends when:

12.1.1 the Owners and the Council have complied with all of their respective covenants under the Agreement;

12.1.2 the Parties agree in writing to end the Agreement wholly or in part or as to any part of the Subject Land; or

12.1.3 a decision to end the Agreement is otherwise made under the Act.

12.2 As soon as reasonably practicable after the Agreement has ended, Council will make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register of the Certificate of Title to the Subject Land.

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- 8 -

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

~~THE COMMON SEAL of Moonee Valley City Council~~ was hereto affixed in the presence of:

.....
Councillor

.....
Councillor Name

.....
Chief Executive Officer

.....
Chief Executive Officer Name

) SIGNED BY AND ON BEHALF,
) AND WITH THE AUTHORITY,
) OF THE MOONEE VALLEY CITY COUNCIL BY THE MANAGER STATUTORY PLANNING, IN THE EXERCISE OF A POWER CONFERRED BY AN INSTRUMENT OF DELEGATION DATED 9 SEPTEMBER 2014:


MANAGER STATUTORY PLANNING


WITNESS

THE COMMON SEAL of MP Commercial No 1 Pty Ltd (A.C.N. 605 707 784) was affixed in the presence of its attorney **ANDREW JONES** under Power of Attorney dated 27 June 2016:




.....
EMILY CATHERINE MARSON
Level 9, 451 Little Bourke Street, Melbourne
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

Signature of Attorney

Full Name of Witness


.....

Signature of witness

AM958787K



- 9 -

THE COMMON SEAL of MP
Commercial No 2 Pty Ltd Pty Ltd
(A.C.N. 605 707 793) was affixed
in the presence of its attorney **ANDREW
JONES** under Power of Attorney dated
27 June 2016 :



.....

Signature of Attorney

EMILY CATHERINE MARSON

Level 9, 451 Little Bourke Street, Melbourne

.....
An Australian legal practitioner within the
meaning of the Legal Profession Uniform Law (Victoria)

Full Name of Witness

.....

Signature of Witness

THE COMMON SEAL of MP
Commercial No 3 Pty Ltd (A.C.N. 605
707 800) was affixed
in the presence of
its attorney **ANDREW JONES** under
Power of Attorney dated 27 June 2016 :



.....

Signature of Attorney

EMILY CATHERINE MARSON

Level 9, 451 Little Bourke Street, Melbourne

.....
An Australian legal practitioner within the
meaning of the Legal Profession Uniform Law (Victoria)

Full Name of Witness

.....

Signature of Witness

AM958787K



Mortgagees' Consent

SI Finance Pty Ltd as Mortgagee of the mortgage by MP Commercial No 1 Pty Ltd, MP Commercial No 2 Pty Ltd, MP Commercial No 3 Pty Ltd (together, the 'Mortgagors') in respect of the Subject Land dated 25 May 2016 consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by)
SI Finance Pty Ltd (ACN 141 988 758))
in accordance with Section 127 of the)
Corporations Act 2001:

Director

MICHAEL IACOBUCCI

Name (please print)

Director/Secretary

DAVID STORON / NETON

Name (please print)

Australia and New Zealand Banking Group Limited (ACN 11005357522) as Mortgagee of the mortgage in favour of MP Commercial No 1 Pty Ltd, MP Commercial No 2 Pty Ltd, MP Commercial No 3 Pty Ltd (together, the 'Mortgagors') in respect of the Subject Land dated 25 May 2016 consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed for and on behalf of Australia)
and New Zealand Banking Group)
Limited ABN 11 005 357 522 by the)
party's attorney pursuant to power of)
attorney dated 18 November 2002 in)
the presence of:)

AM958787K



Witness

Sam Khalid

Name of Witness (print)

Attorney

GILBERT NORWOOD

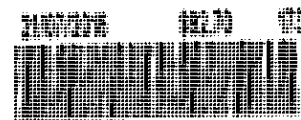
Name of attorney (print)

APPENDIX A

**Urban / Civic Plaza Plan (derived from the Landscaping Plans prepared by
Oculus dated October 2015 identified by drawing Nos. Version K)**

Due to digital imaging limitations at Land Registry, it is not possible to include a copy of the document in Appendix A in the version of this Section 173 Agreement registered on title to the Subject Land. The document contained in Appendix A can be inspected upon request at the offices of the Moonee Valley City Council.

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: **COLTMANS PRICE BRENT**

Phone: **9246 5000**

Address: **Level 20, 500 Bourke Street
MELBOURNE**

Ref: **MAG/REA634/20008**

Customer Code: **1413R**

2x Company

Seaches



Approved Form T2

Victorian Land Titles

V739721R

11198 1358 45 \$1320



IMAGED

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10371 Folio 828

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

\$6,350,000.00

Transferor: (full name)

MOONEE PONDS CENTRAL PTY LTD ACN 068 330 889

Transferee: (full name and address including postcode)

READING PROPERTIES PTY LTD ACN 071 195 429 of Level 9, 66 Hunter Street, Sydney, New South Wales, 2000

Directing Party: (full name)

Creation and/or Reservation and/or Covenant

"AND the Transferee for himself, his heirs, executors, administrators, assigns, successors and transferees, the registered proprietor or proprietors for the time being of the land transferred and each and every part thereof covenants with Moonee Ponds Central Pty Ltd its successors, assigns and transferees the registered proprietor or proprietors for the time being of the land described in certificate of title volume 10286 folio 031 ("Benefited Land") not to use or permit to be used the Land or any part thereof for the purposes of a

Continued on T2 Page 2.

Approval No: 4359511A

ORDER TO REGISTER

Please register and issue title to

T2



Signed

Cust. Code:

STAMP DUTY USE ONLY

349,250

Original Transfer of Land
Stamped with: \$349,250.00
Trn: 225884 28-MAY-1998
Stamp Duty Victoria, RXNO

* Law Perfect Pty Ltd

REA634-20008

481350 MAG

THE BACK OF

THIS FORM MUST NOT BE USED

27 NOV 1998

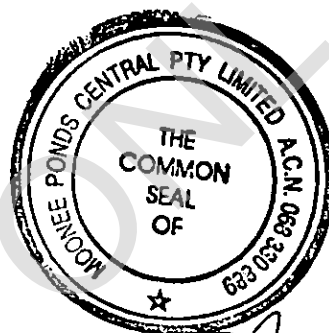
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supermarket" (as that use is known from time to time) without the prior written consent of the registered proprietor or proprietors of the Benefited Land for so long as any part of the Benefited Land is used as a supermarket and it is agreed that the benefit of this covenant shall be annexed to and run at law and in equity with the land described in certificate of title volume 10286 folio 031 and that the burden of this covenant shall be annexed to and run at law and in equity with the land transferred and each and every part or parts of the land transferred and that the covenant shall be noted and appear as an encumbrance on every future certificate of title for the land transferred and each and every part or parts of the land transferred."

Dated: 20.5.98

Execution and attestation

THE COMMON SEAL of **MOONEE PONDS CENTRAL PTY LTD**)
ACN 068 330 889)
 was hereunto affixed in accordance with its)
 articles of association in the presence of:



[Signature]

MARC CINI
 Please print name

DIRECTOR
 Position held

Name of company	
ACN 068 330 889	
Director & Secretary	
Director & Director	
Other	
Date of Company Search	
<i>25 / 1 / 19 99</i>	<i>[Signature]</i>

[Signature]

JOSEPH ITHANNO
 Please print name

SECRETARY
 Position held

THE COMMON SEAL of **READING PROPERTIES PTY LTD**)
ACN 071 195 429 was hereunto affixed in accordance with)
 its articles of association in the presence of:

Awaits new copy search of 17/12/98.



[Signature]

JOHN ROCHESTER
 Please print name

DIRECTOR
 Position held

[Signature]

STUART REID
 Please print name

SECRETARY
 Position held

Approval No: 4359511A

T2 Page 2

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* Law Perfect Pty Ltd

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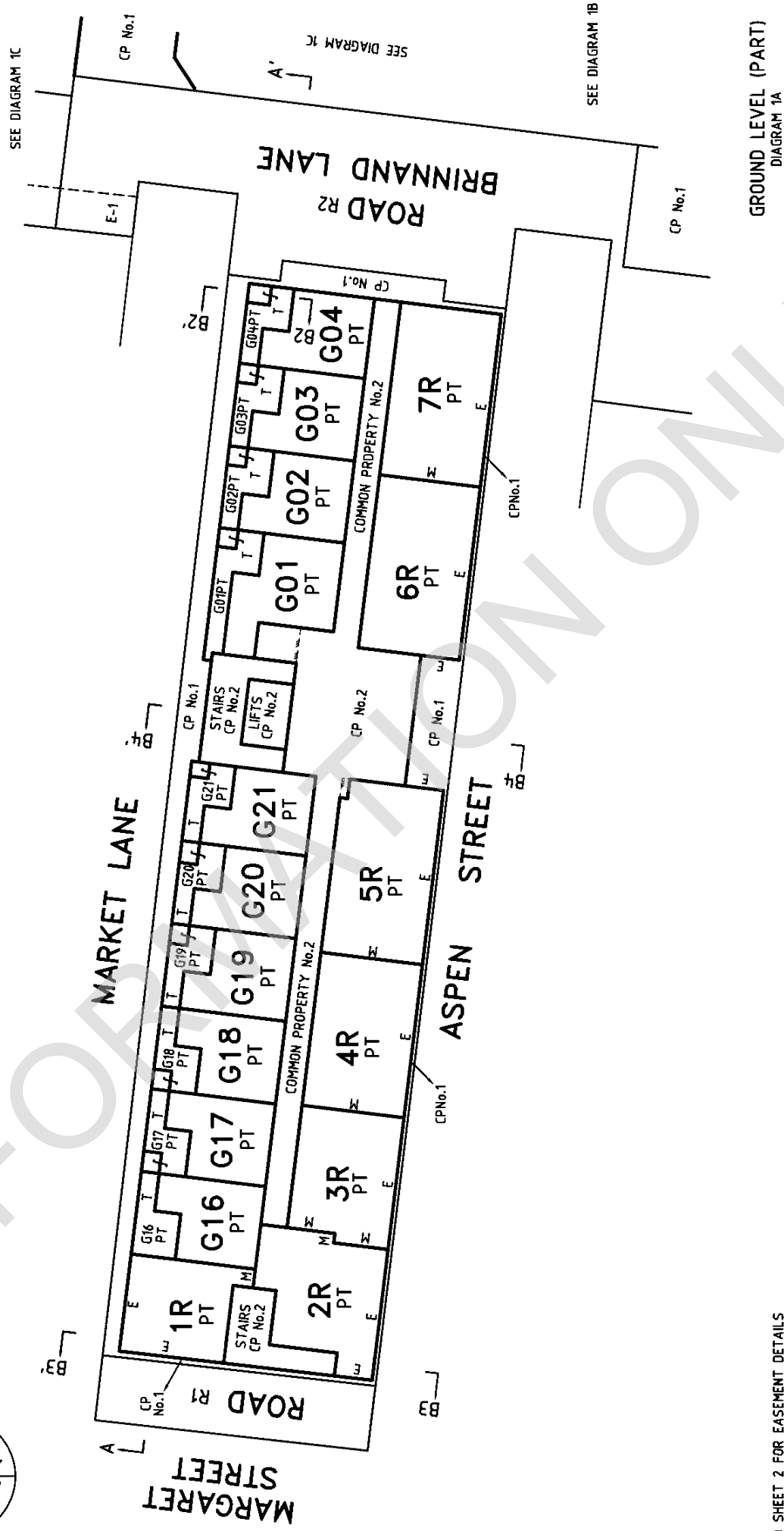
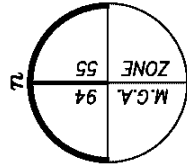
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PLAN OF SUBDIVISION		EDITION 8	PS 738832M	
LOCATION OF LAND PARISH: DOUTTA GALLA TOWNSHIP: — SECTION: 6 CROWN ALLOTMENT: C (PART) CROWN PORTION: — TITLE REFERENCE: VOL 5938 FOL 501, VOL 5996 FOL 035, VOL 6337 FOL 340, VOL 9400 FOL 126 & VOL 10371 FOL 828 LAST PLAN REFERENCE: LP134891 (LOT 1), LP13854 (LOTS 1, 2, 3, 4, 7 AND ROAD R1), CP150910 & PC354406J POSTAL ADDRESS: 40 HALL STREET, (at time of subdivision) MOONEE PONDS, 3039 MGA 94 E 316 860 Zone: 55 CO-ORDINATES: N 5 818 180 (approx. centre of land in plan)		ONLY		
VESTING OF ROADS AND/OR RESERVES				NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON			STAGING This is/~~is not~~ a staged subdivision Planning Permit No. DEPTH LIMITATION DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS. EXTERIOR FACE: BOUNDARIES MARKED E. MEDIAN: BOUNDARIES MARKED M. INTERIOR FACE: ALL OTHER BOUNDARIES. COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, S108 AND COMMON PROPERTIES No.2, No.3, No.4, No.6, No.7, No.8 AND No.10 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES EXCEPT THOSE MARKED E OR M. ALL COLUMNS, BEAMS, SLABS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN (EXCEPT WITHIN LOT S108) ARE CONTAINED IN COMMON PROPERTY No.1, UNLESS OTHERWISE NOTED. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.
ROAD R1 MOONEE VALLEY CITY COUNCIL ROAD R2 MOONEE VALLEY CITY COUNCIL RESERVE No.1 MOONEE VALLEY CITY COUNCIL RESERVE No.2 MOONEE VALLEY CITY COUNCIL RESERVE No.3 MOONEE VALLEY CITY COUNCIL ROAD R1 SHOWN ON THIS PLAN IS ALSO ROAD R1 ON LP 13854 (V6337 F340) STAGE LOTS S12, S13, S14, S15 & S16 ARE IN MULTIPLE PARTS B - BALCONY CP No.1 - COMMON PROPERTY No.1 CP No.2 - COMMON PROPERTY No.2 CP No.3 - COMMON PROPERTY No.3 CP No.4 - COMMON PROPERTY No.4 CP No.6 - COMMON PROPERTY No.6 CP No.7 - COMMON PROPERTY No.7 CP No.8 - COMMON PROPERTY No.8 CP No.9 - COMMON PROPERTY No.9 CP No.10 - COMMON PROPERTY No.10 P - PROJECTION OF UNDERSIDE OF CEILING PT - PART T - TERRACE — DENOTES STRUCTURE (NON BOUNDARY)				
EASEMENT INFORMATION				
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.				
LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement				
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1, E-5 & E-7	SEWERAGE	SEE DIAG	THIS PLAN	CITY WEST WATER CORPORATION
E-1 & E-7	DRAINAGE	SEE DIAG	THIS PLAN	MOONEE VALLEY CITY COUNCIL
E-2	CARRIAGEWAY, LIGHT AND AIR, VENTILATION, DRAINAGE, AND ACCESS FOR MAINTENANCE PURPOSES LIMITED IN DEPTH AND HEIGHT - SEE SECTION C-C'	SEE DIAG	THIS PLAN	COMMON PROPERTY No.1
E-3	FOOTWAY LIMITED IN DEPTH AND HEIGHT (SEE SECTION D1-D1')	SEE DIAG	THIS PLAN	COMMON PROPERTY No.1
E-4 & E-5	CARRIAGEWAY, LIGHT AND AIR, VENTILATION, DRAINAGE, AND ACCESS FOR MAINTENANCE PURPOSES LIMITED IN DEPTH AND HEIGHT - SEE SECTION D1-D1'	SEE DIAG	THIS PLAN	COMMON PROPERTY No.1
E-6 & E-7	CARRIAGEWAY, LIGHT AND AIR, VENTILATION, DRAINAGE, AND ACCESS FOR MAINTENANCE PURPOSES LIMITED IN DEPTH AND HEIGHT - SEE SECTION F-F'	SEE DIAG	THIS PLAN	COMMON PROPERTY No.1
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ <i>Bosco Jonson</i> 		LICENSED SURVEYOR ANDREI FIJAN DATE REFERENCE 29959 VERSION - DRAWING -		ORIGINAL SHEET SIZE A3 SHEET 1 OF 165 SHEETS
THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN				

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS



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LICENSED SURVEYOR ANDREI FIJAN

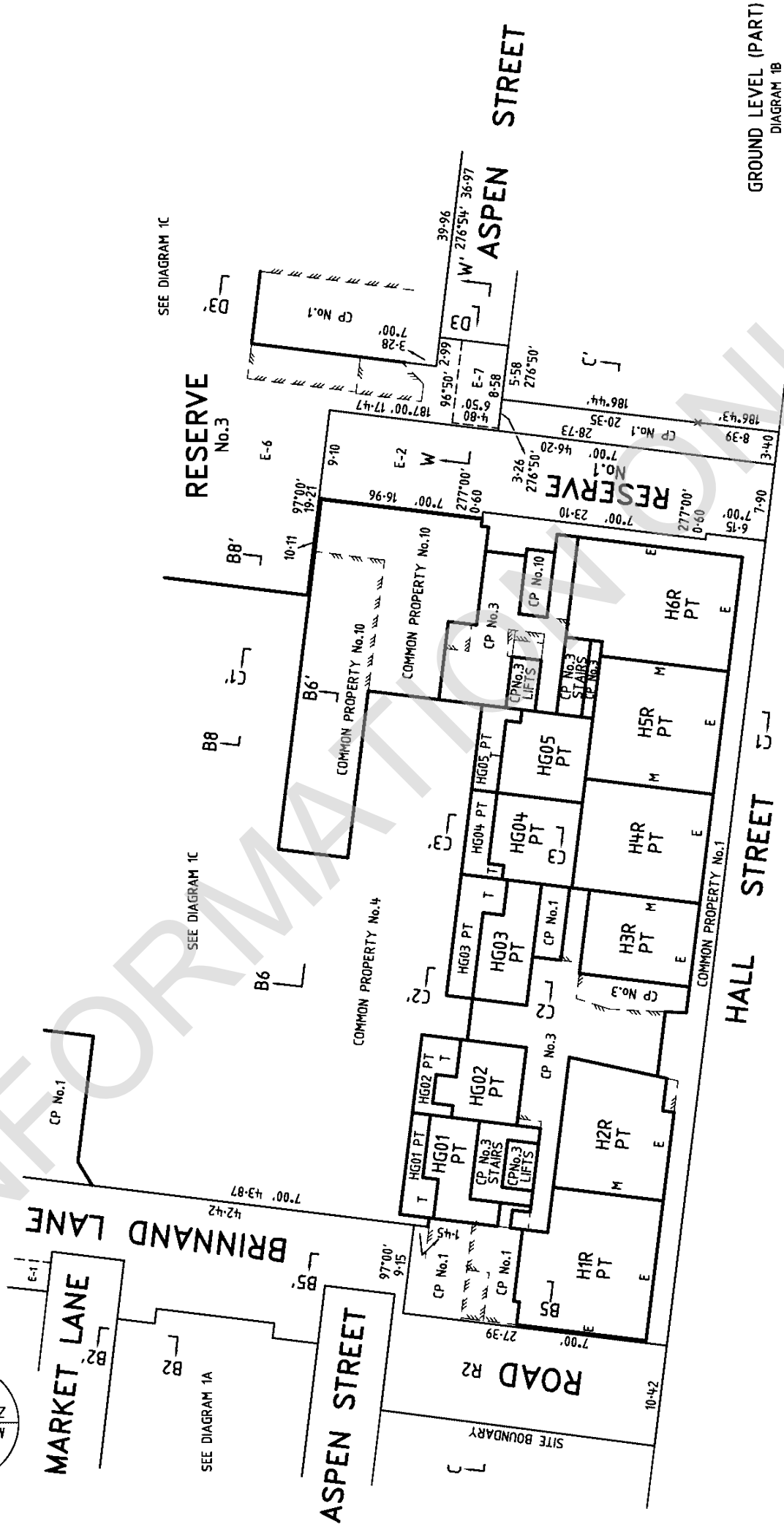
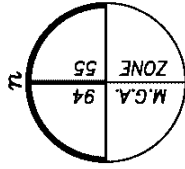
DATE -
VERSION -
REFERENCE 29959
DRAWING -

SCALE	ORIGINAL SHEET SIZE A3
1:300	SHEET 3

GROUND LEVEL (PART)
DIAGRAM 1A

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS

GROUND LEVEL (PART)
DIAGRAM 1B



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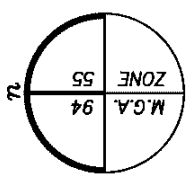
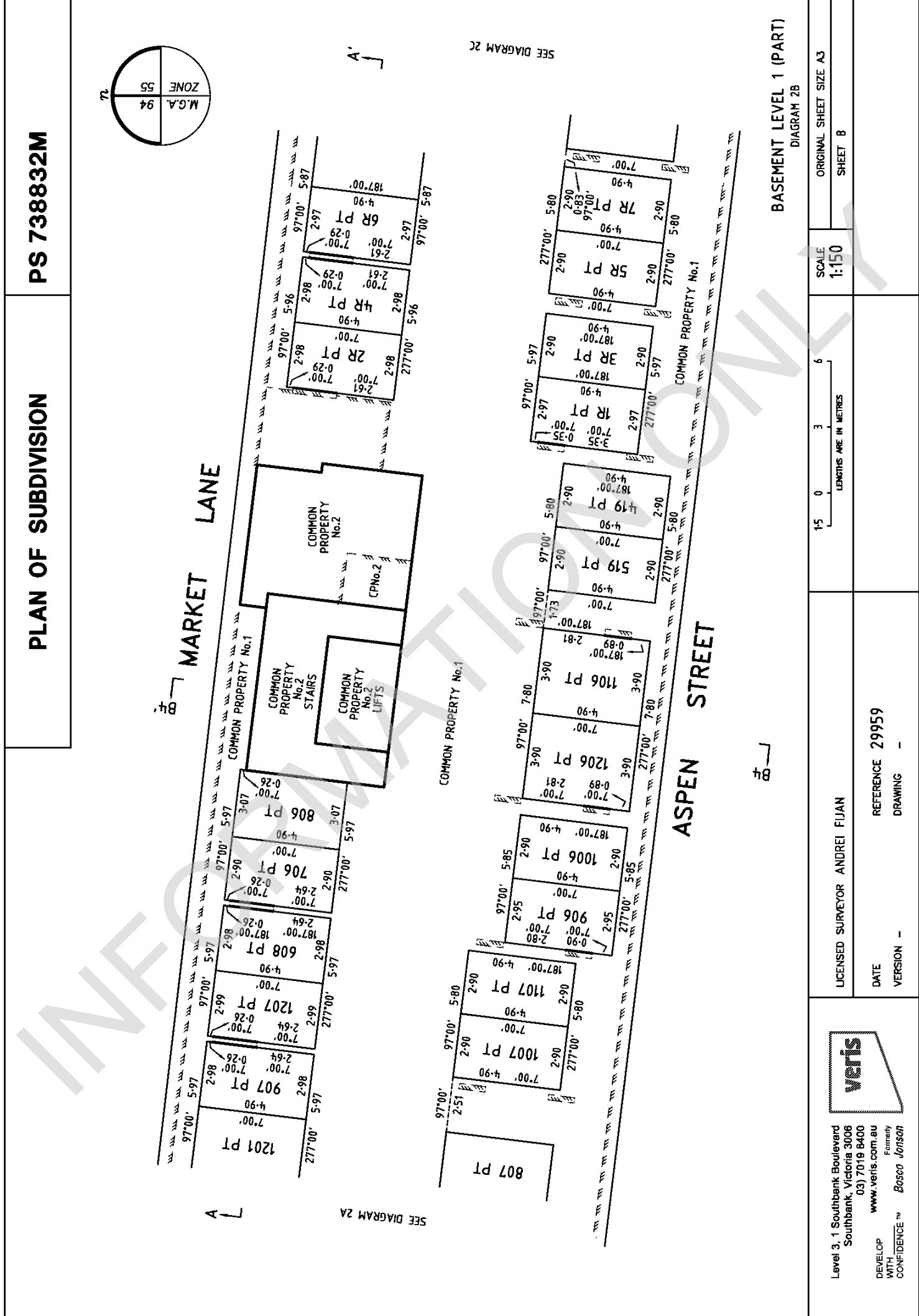
DATE	REFERENCE	29959
VERSION	DRAWING	-

SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET 4

LENGTHS ARE IN METRES

REFERENCE 29959
DRAWING -



SEE DIAGRAM 2A

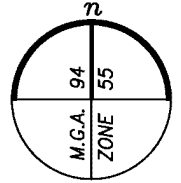
SEE DIAGRAM 2C

PLAN OF SUBDIVISION

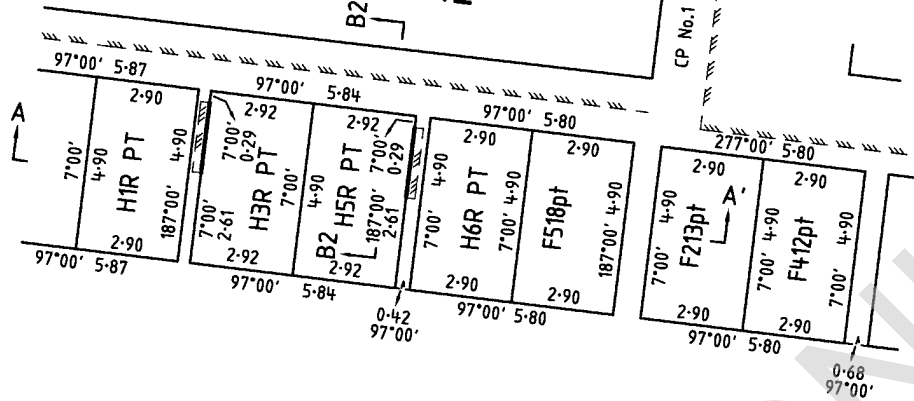
PS 738832M

SEE DIAGRAM 2

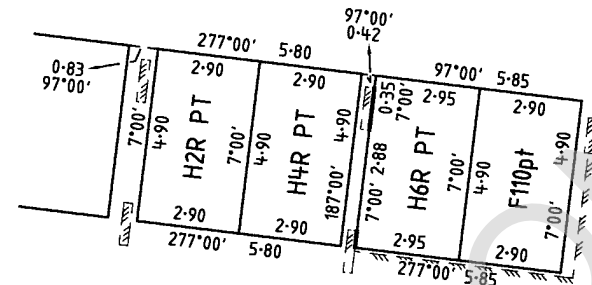
MARKET LANE



SEE DIAGRAM 2B

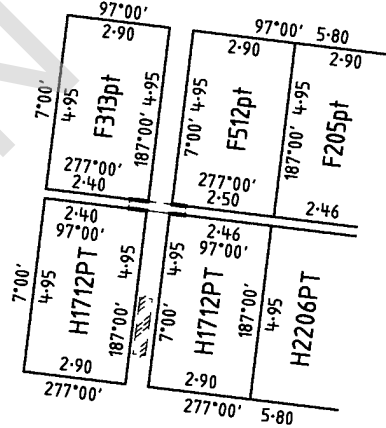


COMMON PROPERTY No.1



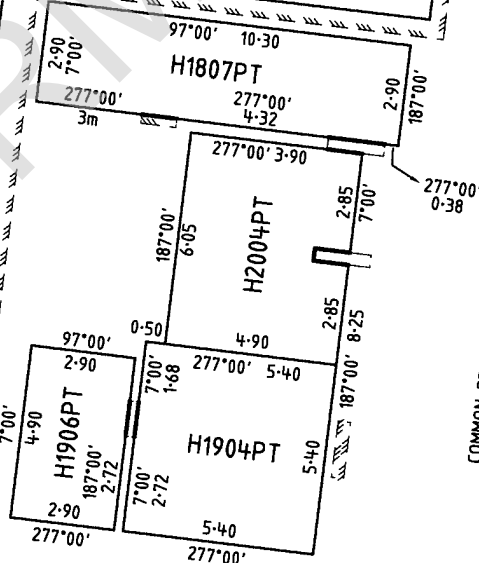
COMMON PROPERTY No.1

ASPEN STREET

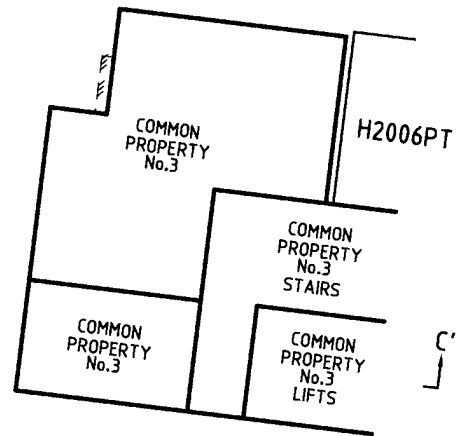


SEE DIAGRAM 2E

COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1

BASEMENT LEVEL 1 (PART)
DIAGRAM 2C

SEE DIAGRAM 2D

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SCALE
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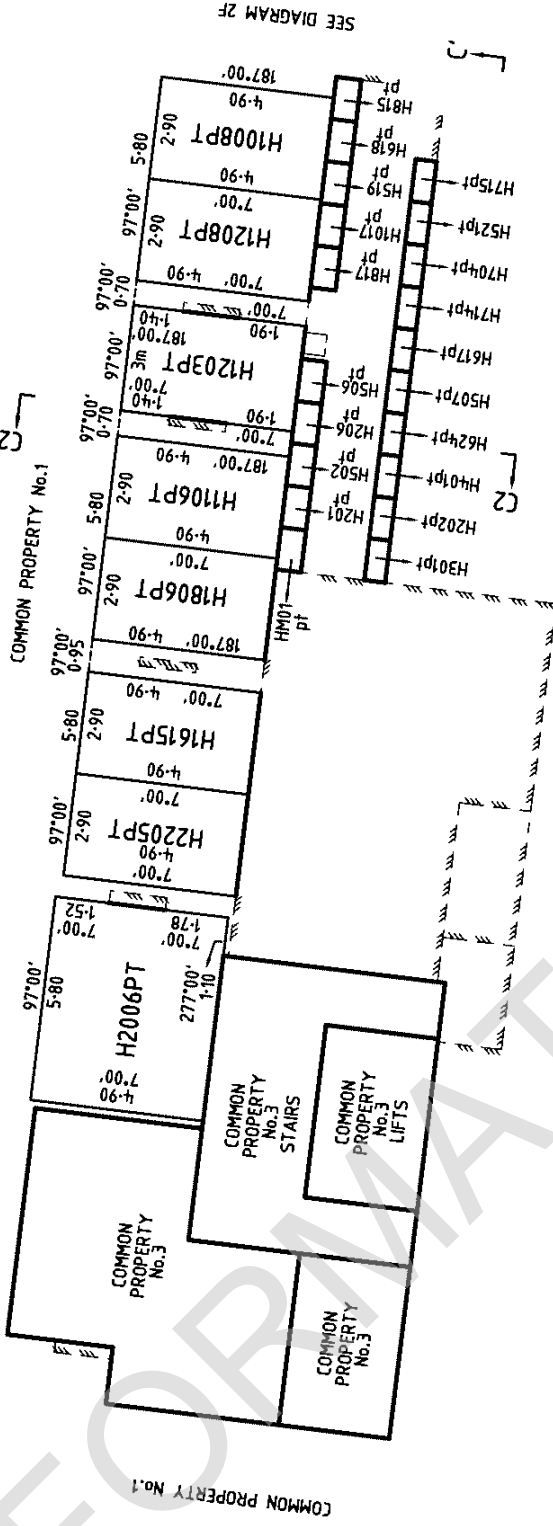
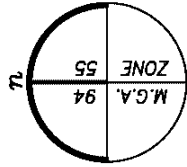
1.5 0 3 6
LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

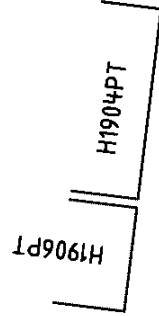
ORIGINAL SHEET SIZE A3
SHEET 9

PLAN OF SUBDIVISION

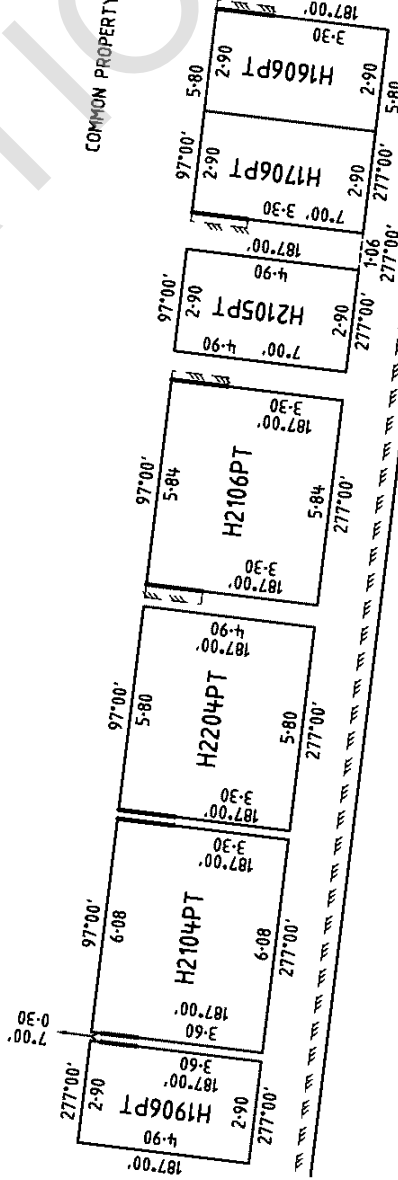
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SEE DIAGRAM 2C



COMMON PROPERTY No.1



HALL STREET

BASEMENT LEVEL 1 (PART)
DIAGRAM 2D

ORIGINAL SHEET SIZE A3

SHEET 10

SCAL
1:15

LENGTHS ARE IN METRES

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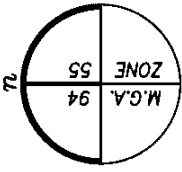
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DATE	VERSION	-	REFERENCE	29959
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REFERENCE

PS 738832M

PLAN OF SUBDIVISION



SEE DIAGRAM 2H

MARKET LANE

COMMON PROPERTY No.1

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COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE DIAGRAM 2F

COMMON PROPERTY No.1

SEE DIAGRAM 2C

BASEMENT LEVEL 1 (PART)

DIAGRAM 2E

SEE DIAGRAM 2D

COMMON PROPERTY No.1

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B6



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LICENSED SURVEYOR ANDREI FIJAN

REFERENCE 29959

DATE

DRAWING

VERSION

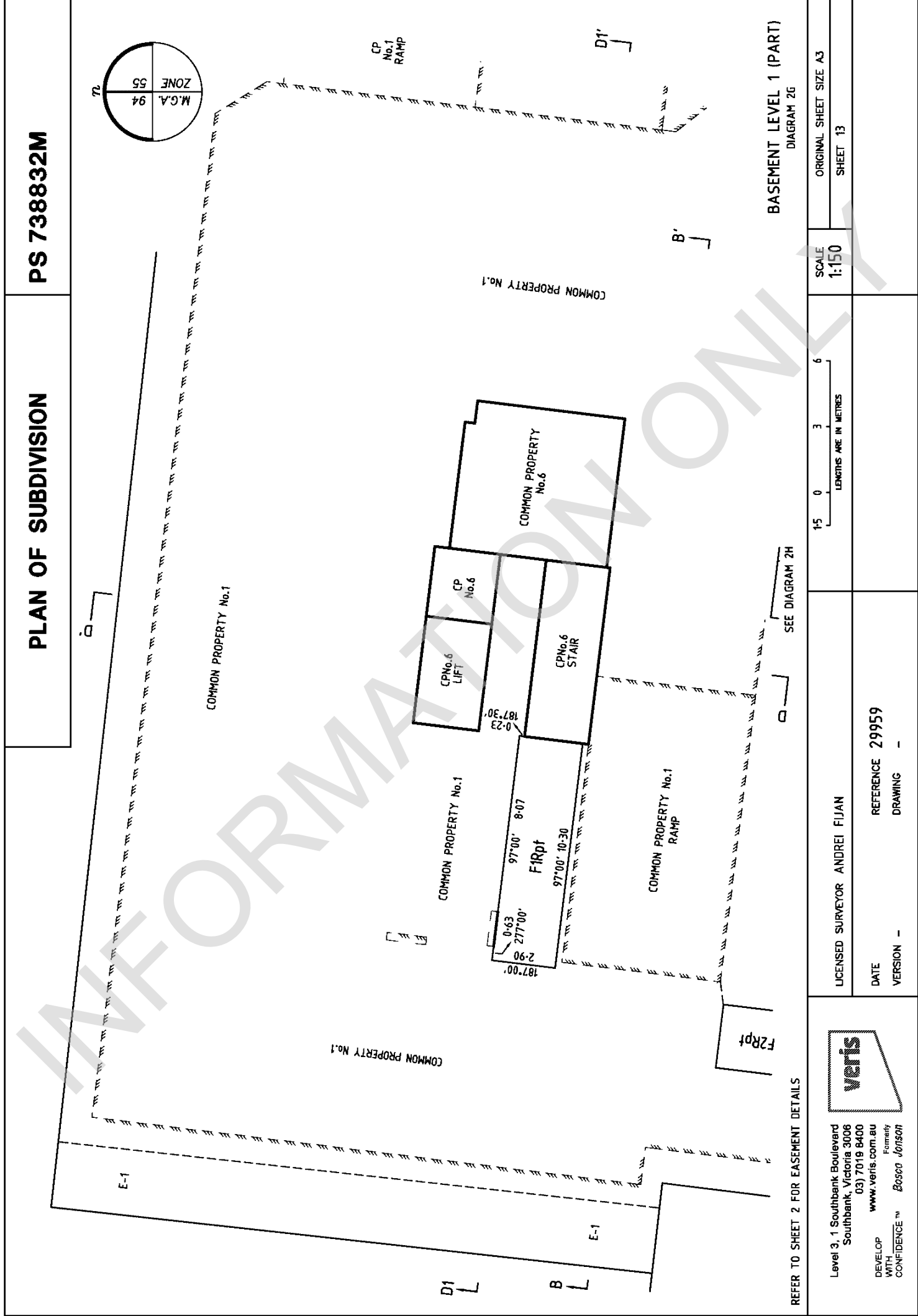
ORIGINAL SHEET SIZE A3

SCALE 1:150

LENGTHS ARE IN METRES

15 0 3 6

SHEET 11



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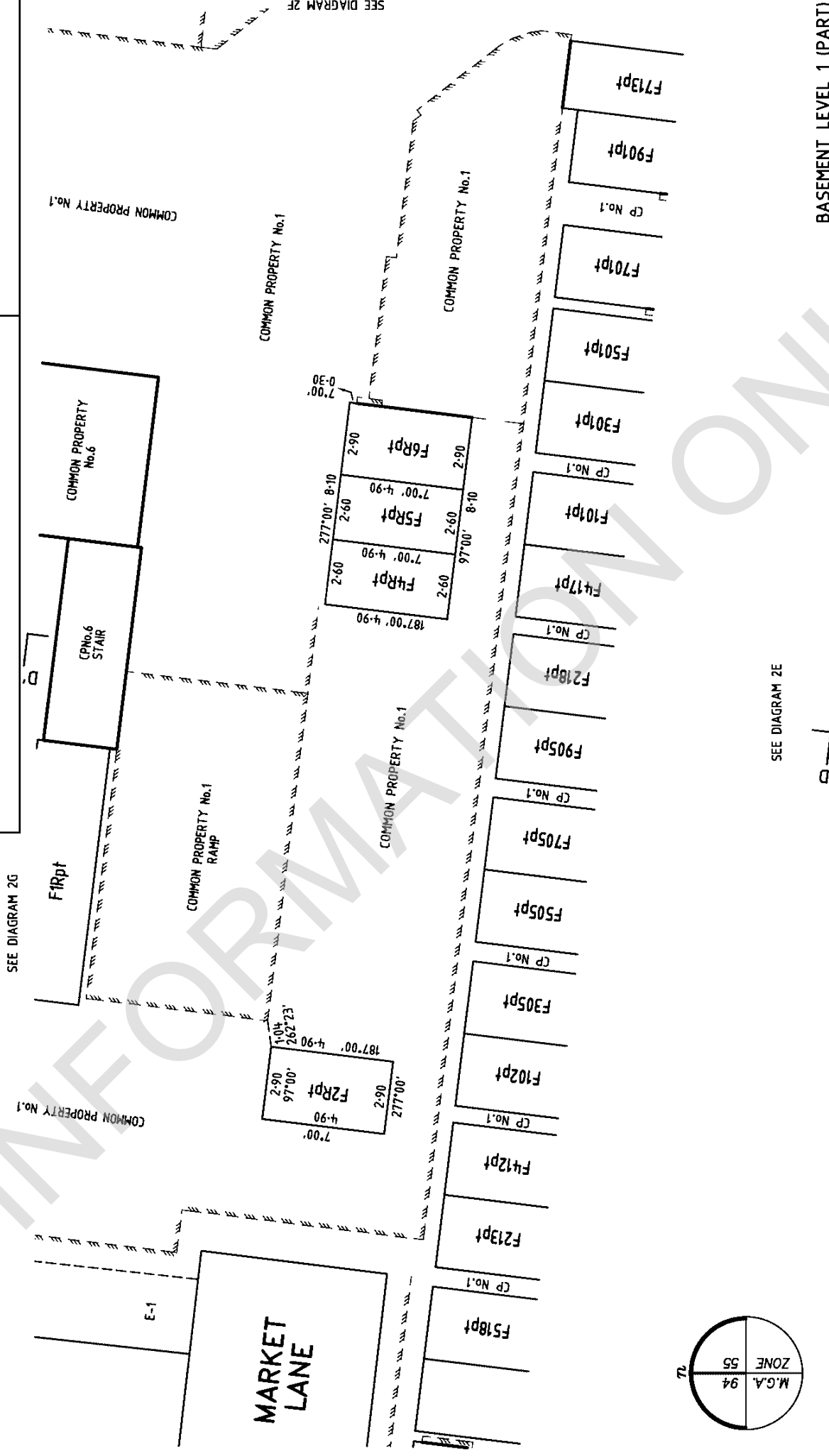
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PS 738832M



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BASEMENT LEVEL 1 (PART)
DIAGRAM 2H



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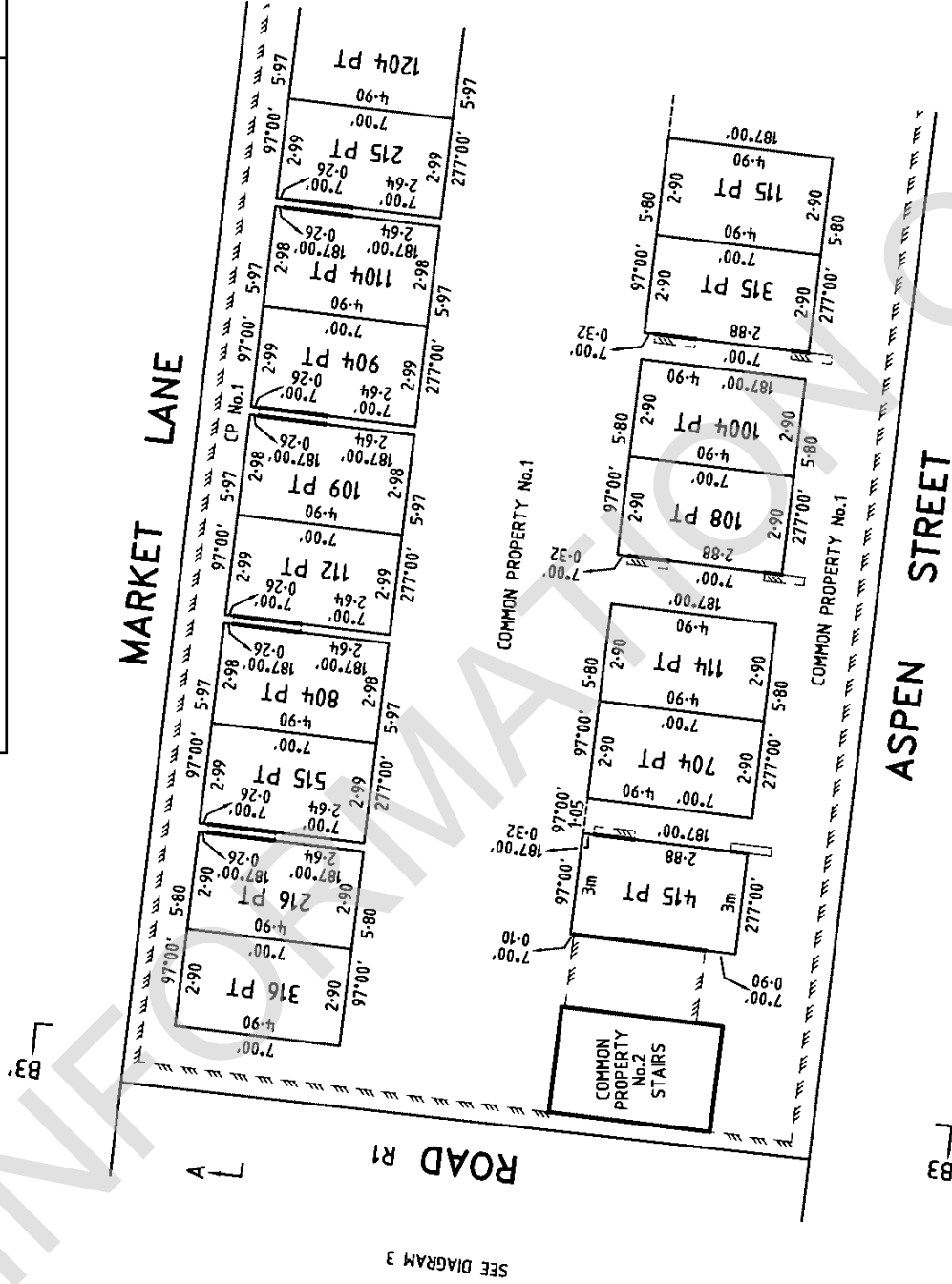
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VERSION	DRAWING	-

LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:150	ORIGINAL SHEET SIZE A3
	SHEET 14

1.5 0 3
LENGTHS ARE IN METRES

PLAN OF SUBDIVISION



BASEMENT LEVEL 2 (PART)
DIAGRAM 3A

ORIGINAL SHEET SIZE A3
SHEET 16

1.5 0 3

LENGTHS ARE IN METRES

LICENSED SURVEYOR ANDREI FIJAN

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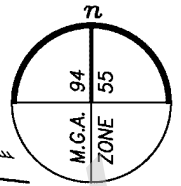
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MARKET LANE

SEE DIAGRAM 3H



SEE DIAGRAM 3B

COMMON PROPERTY No.1

COMMON PROPERTY No.1

ASPEN STREET

COMMON PROPERTY No.1

SEE DIAGRAM 3E

SITE BOUNDARY

COMMON PROPERTY No.1

SEE DIAGRAM 3D

BASEMENT LEVEL 2 (PART)
DIAGRAM 3C

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SCALE
1:150

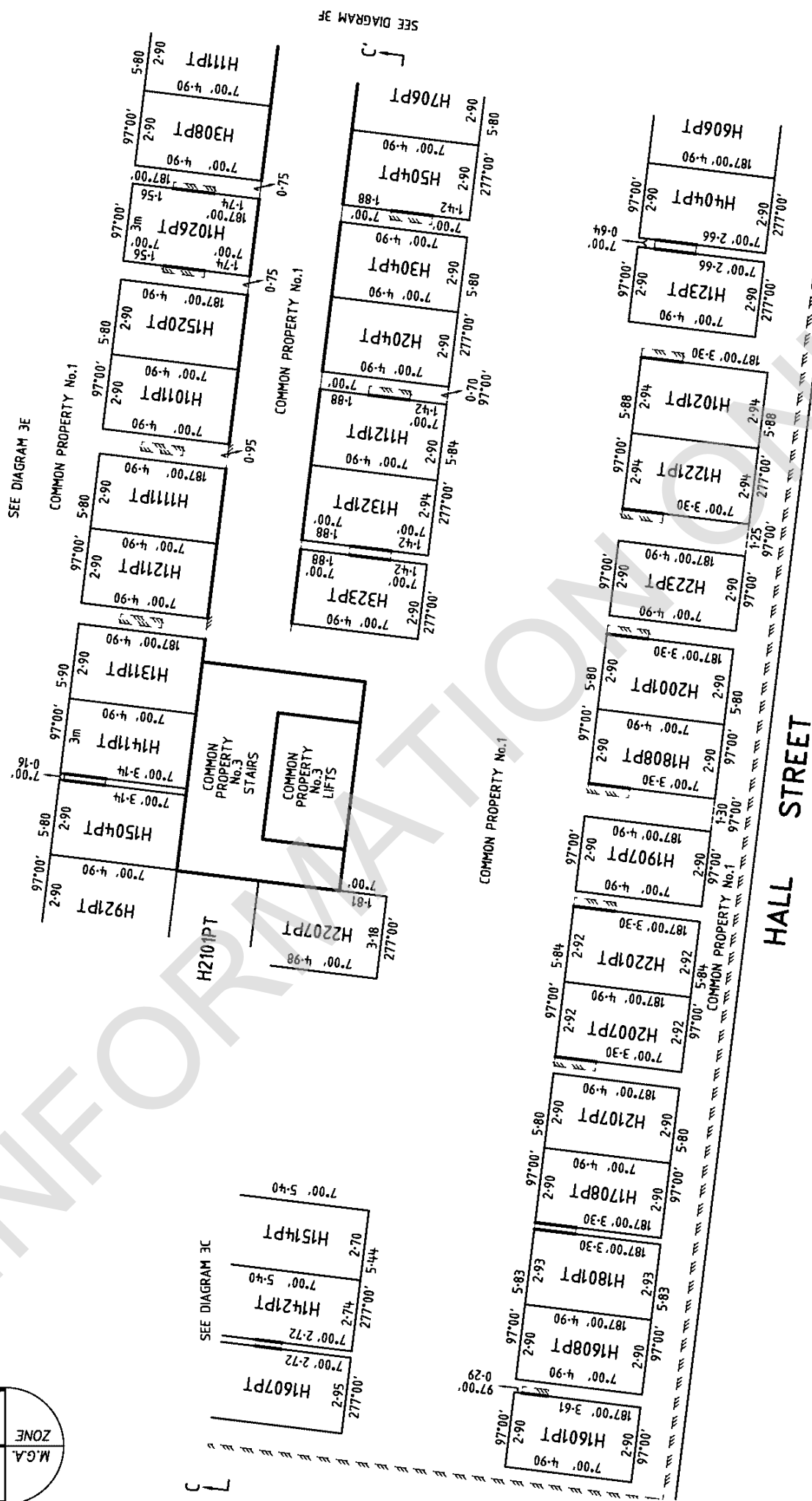
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LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 18

PLAN OF SUBDIVISION

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BASEMENT LEVEL 2 (PART)

DIAGRAM 3D

SCALE	ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR ANDREI FIJAN

DATE	REFERENCE	29959

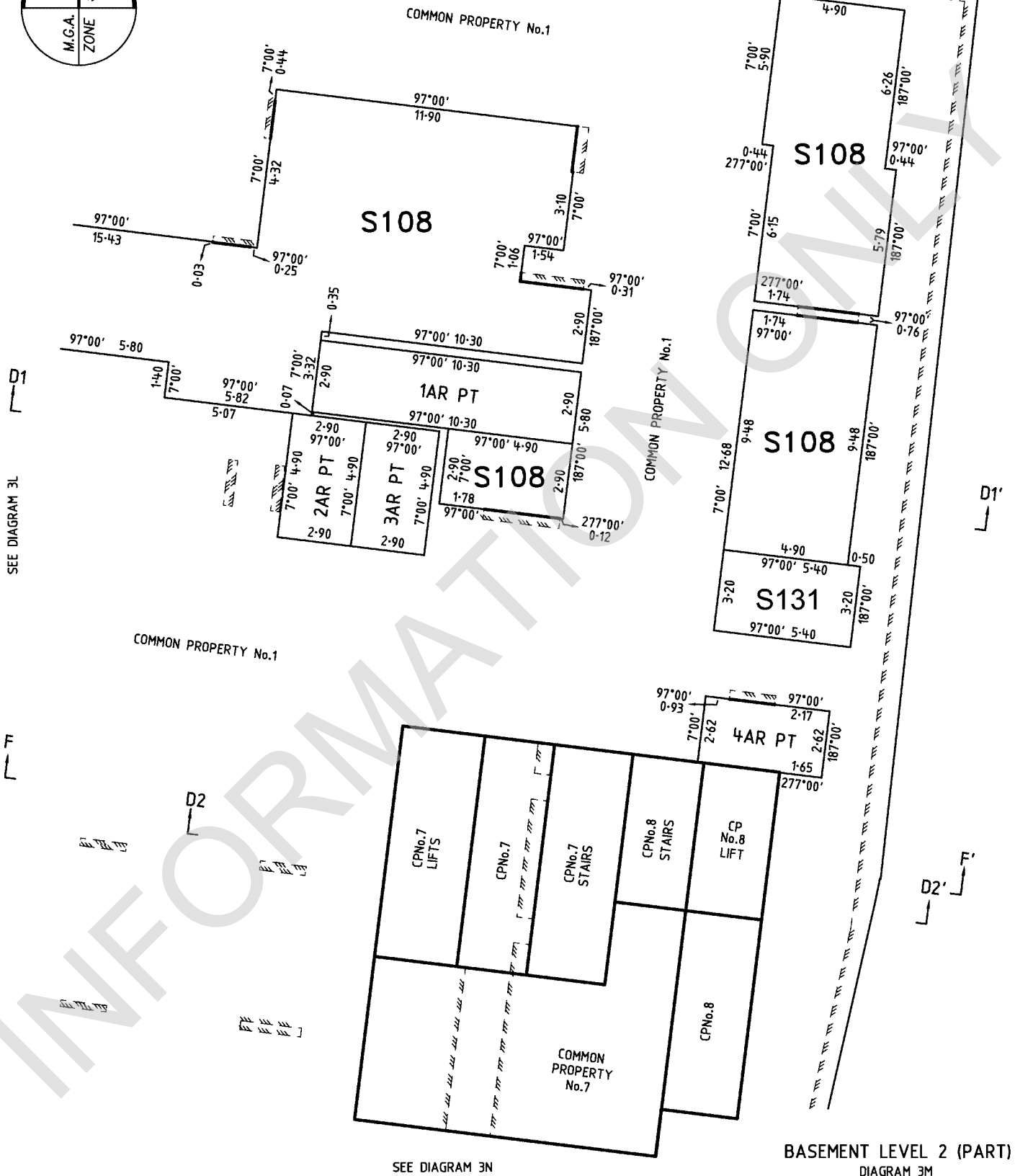
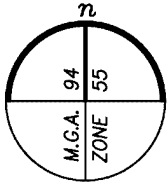
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SEE DIAGRAM 3N

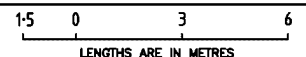
BASEMENT LEVEL 2 (PART)
DIAGRAM 3M

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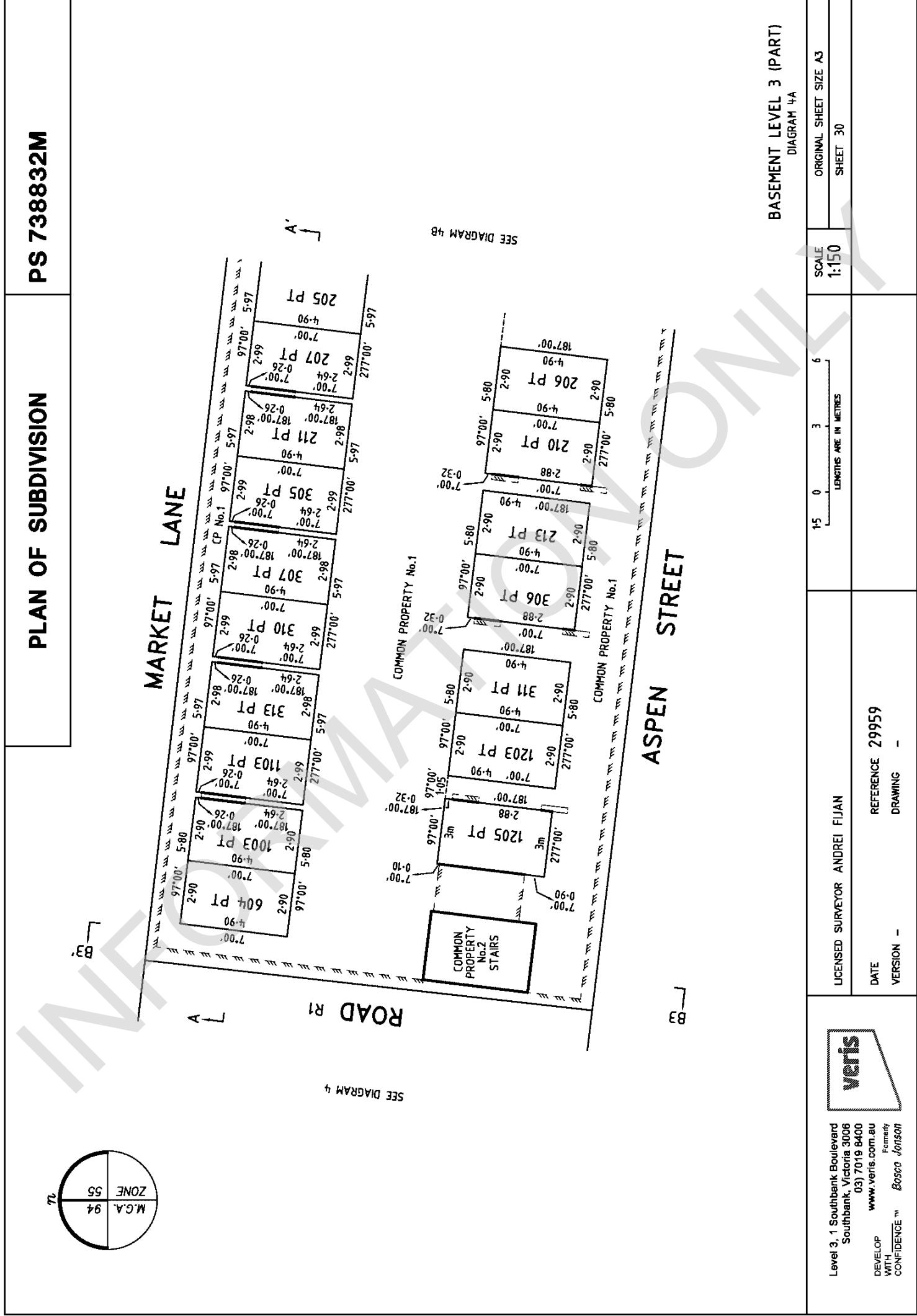
SCALE
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DATE REFERENCE 29959
VERSION - DRAWING -

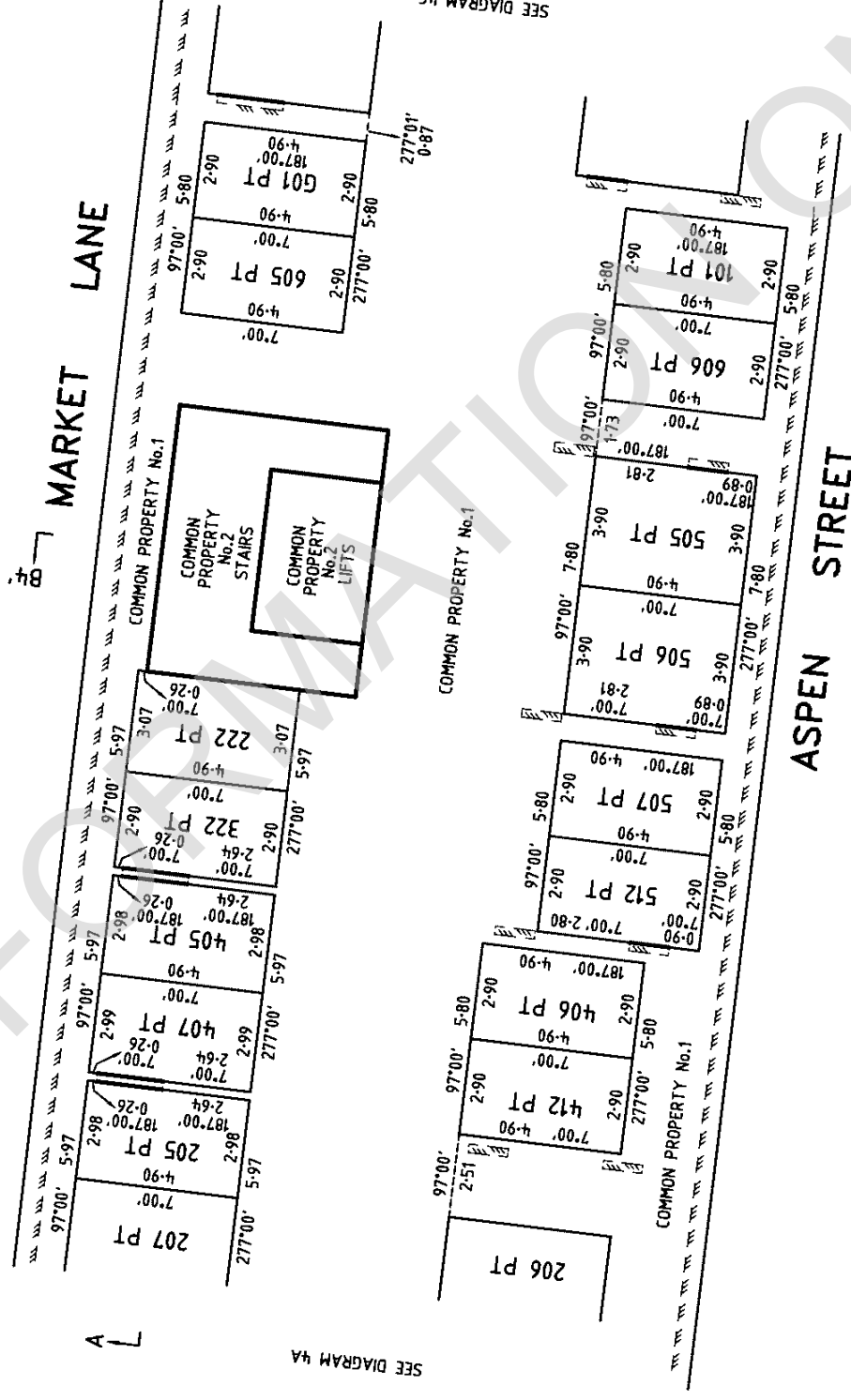
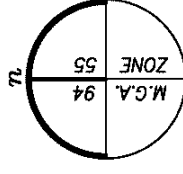
ORIGINAL SHEET SIZE A3

SHEET 27



PLAN OF SUBDIVISION

PS 738832M

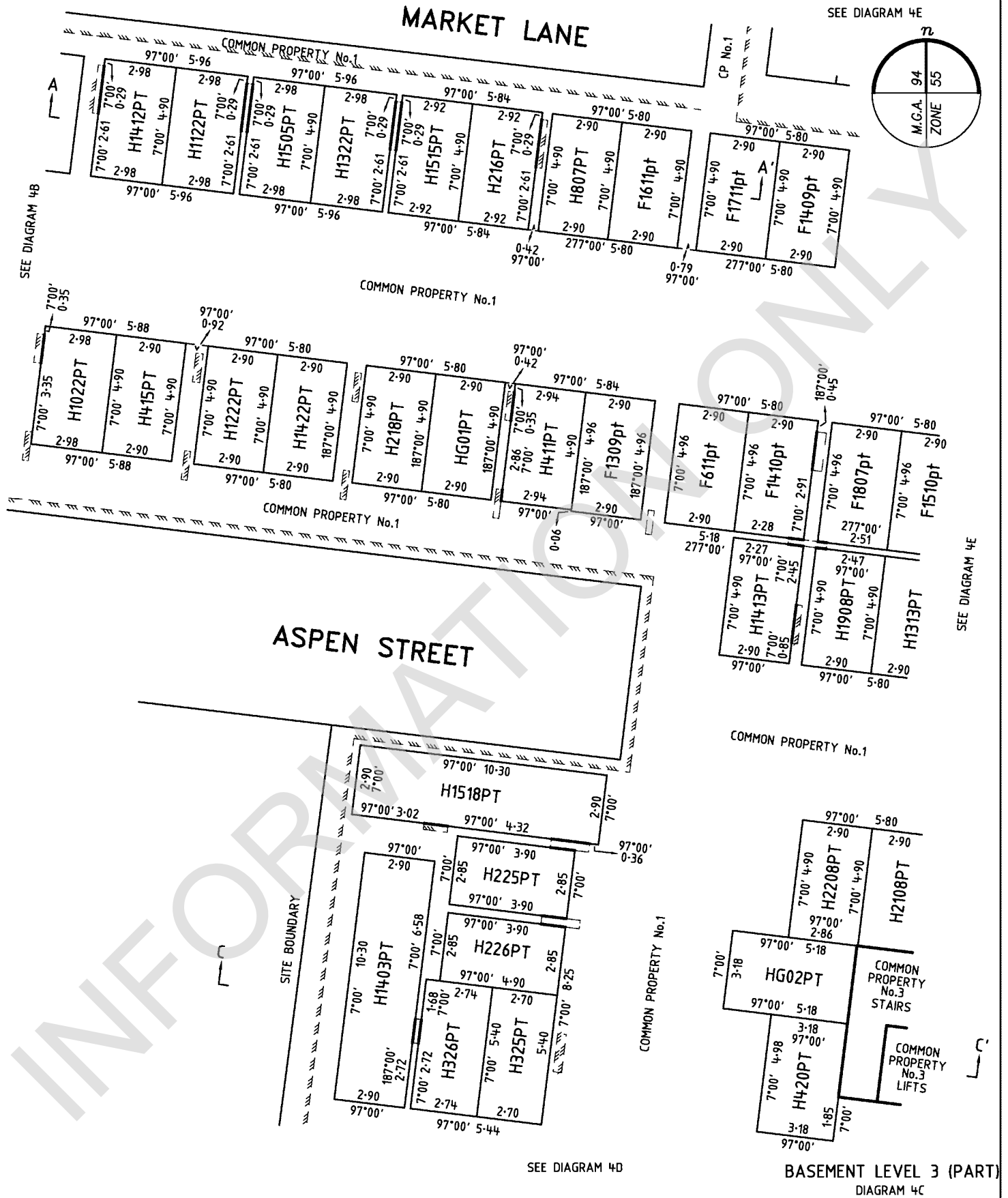


BASEMENT LEVEL 3 (PART)
DIAGRAM 4B

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Jonson</i> 	LICENSED SURVEYOR ANDREI FIJAN	15 0 3 6 LENGTHS ARE IN METRES	SCALE	ORIGINAL SHEET SIZE A3
			1:150	SHEET 31
DATE VERSION -	REFERENCE 29959 DRAWING -			

PLAN OF SUBDIVISION

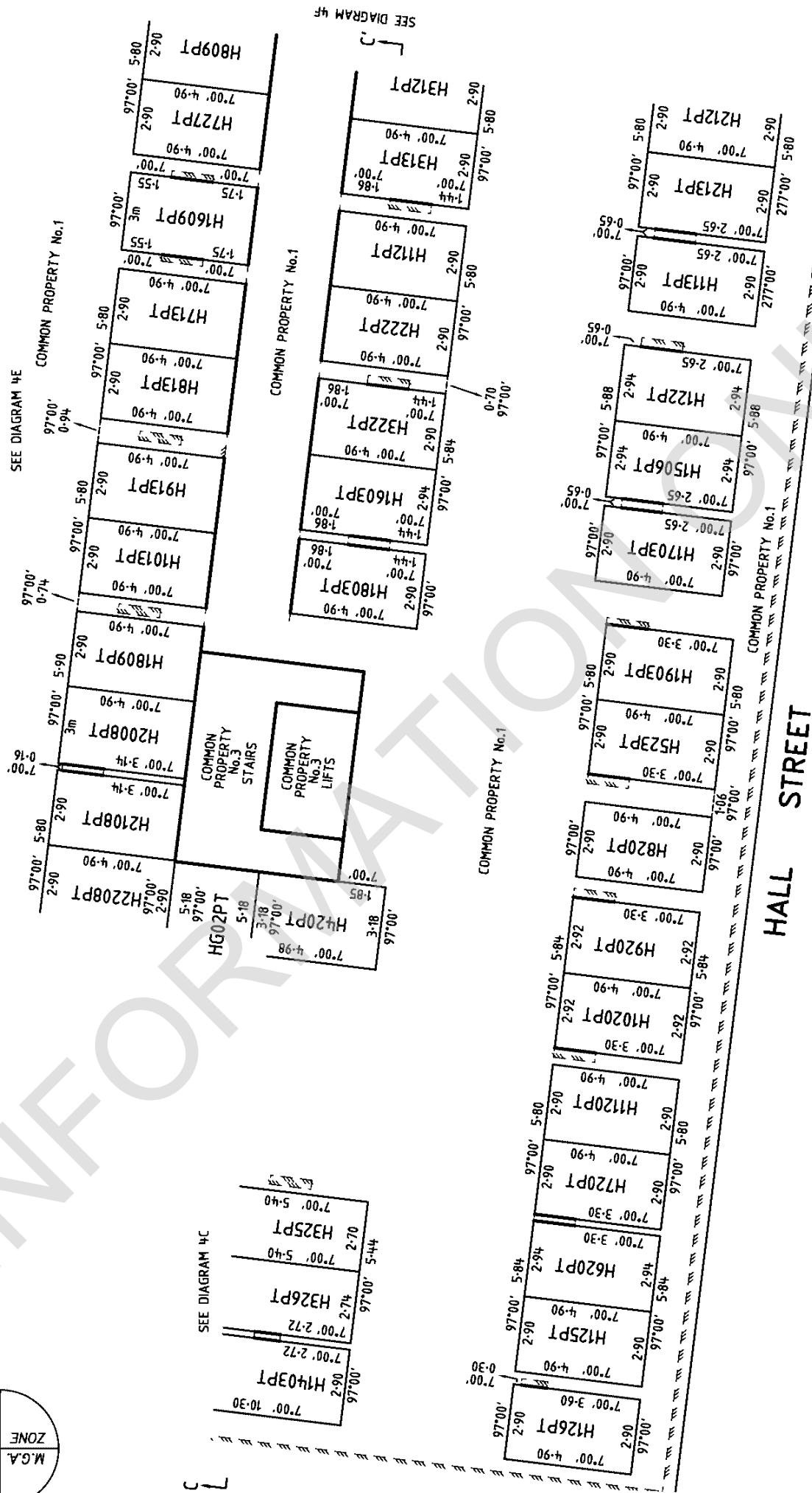
PS 738832M



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PLAN OF SUBDIVISION

PS 738832M



BASEMENT LEVEL 3 (PART)

DIAGRAM 4D

ORIGINAL SHEET SIZE A3

SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR ANDREI FIJAN

DATE	REFERENCE	29959
VERSION	DRAWING	-

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DEVELOP
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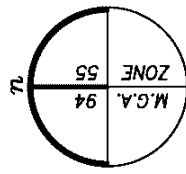
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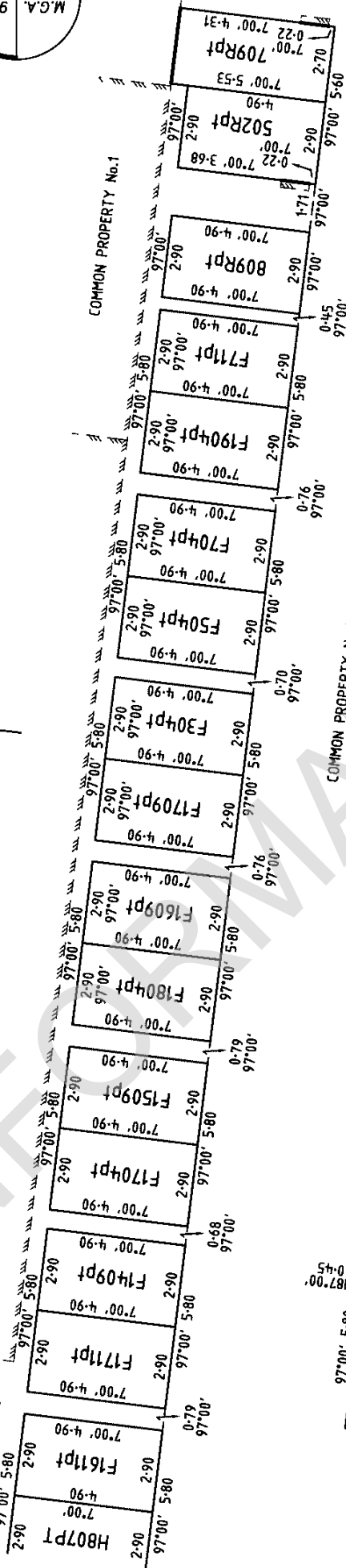
PLAN OF SUBDIVISION

SEE DIAGRAM 4H



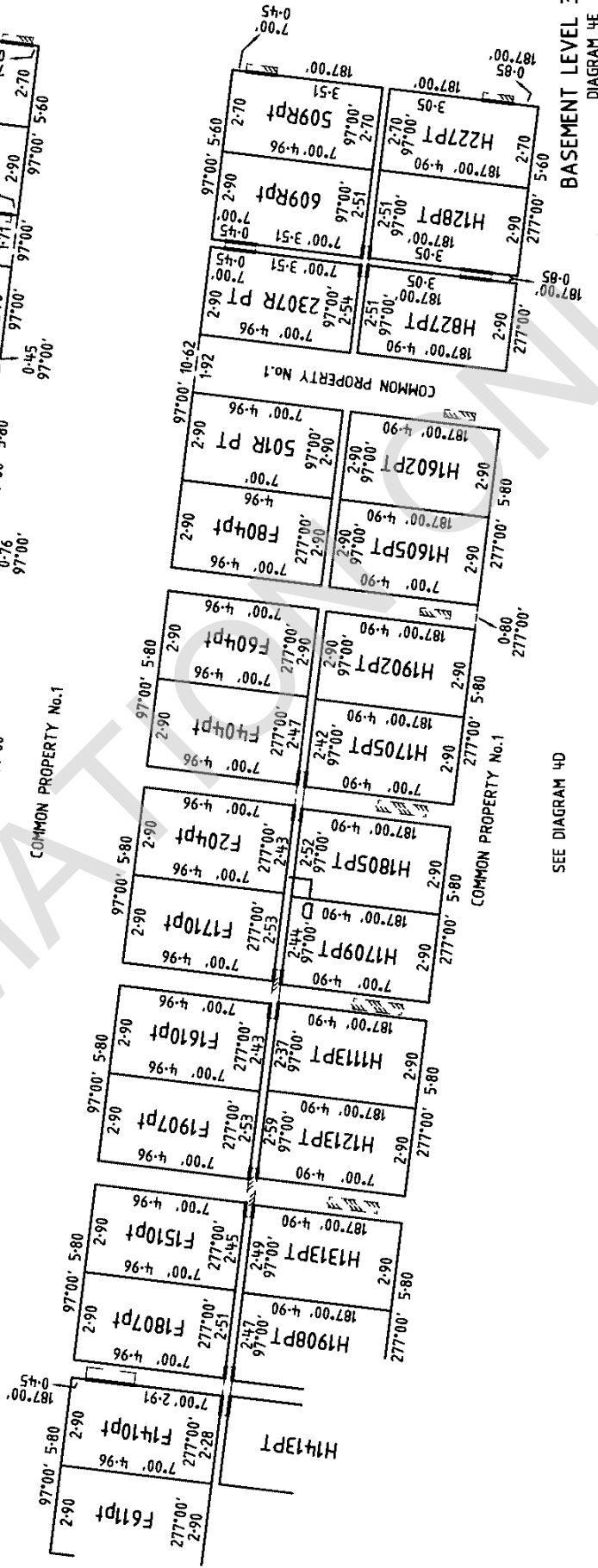
MARKET
LANE

CP No.1



COMMON PROPERTY No.1

SEE DIAGRAM 4C



SEE DIAGRAM 4D

BASEMENT LEVEL 3 (PART)
DIAGRAM 4E

ORIGINAL SHEET SIZE A3
SHEET 34

SCALE
1:150

15 0 3 6
LENGTHS ARE IN METRES



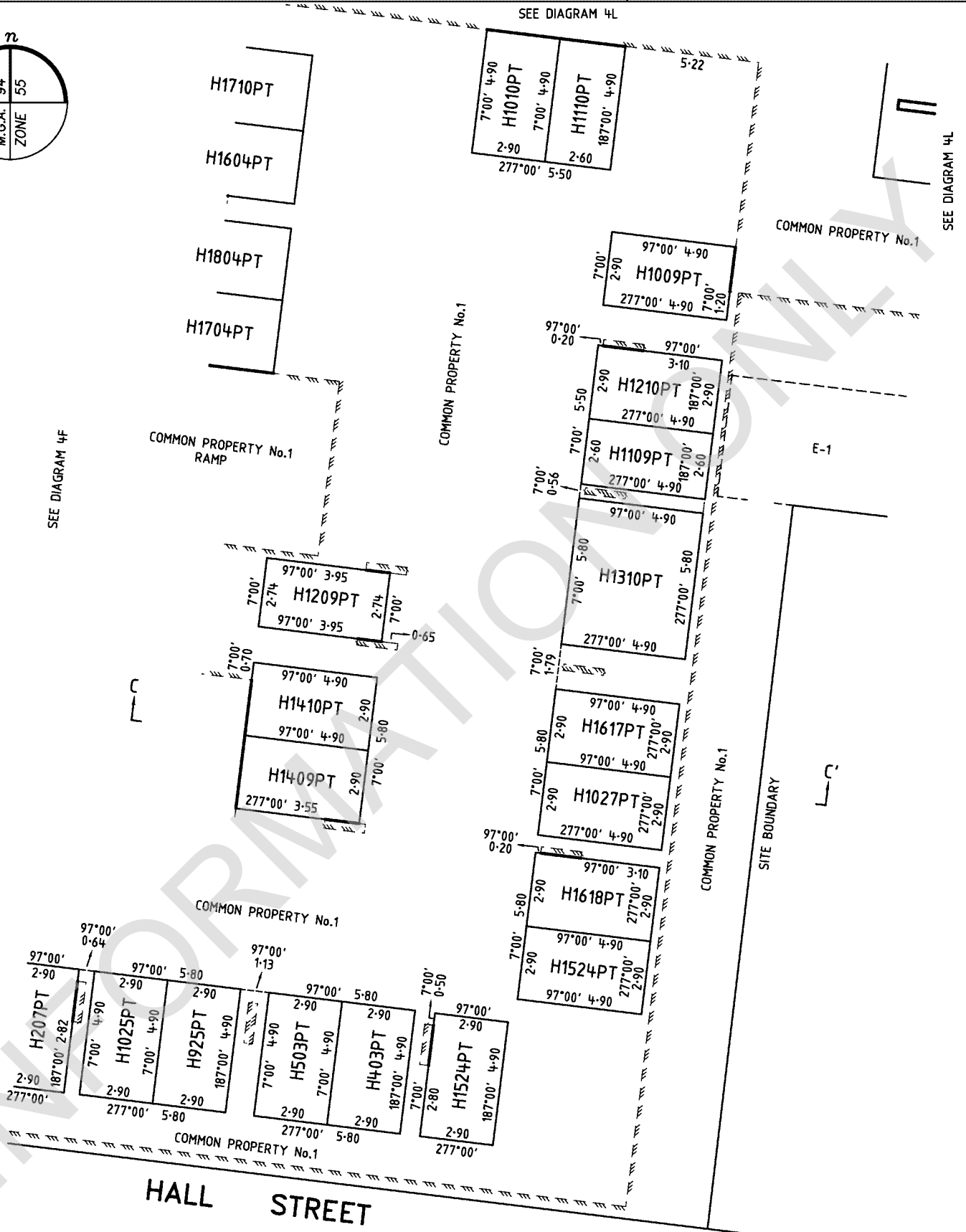
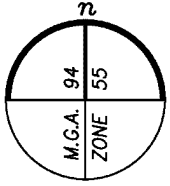
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PS 738832M



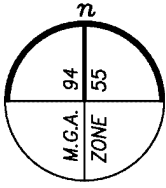
BASEMENT LEVEL 3 (PART)
DIAGRAM 4G

REFER TO SHEET 2 FOR EASEMENT DETAILS

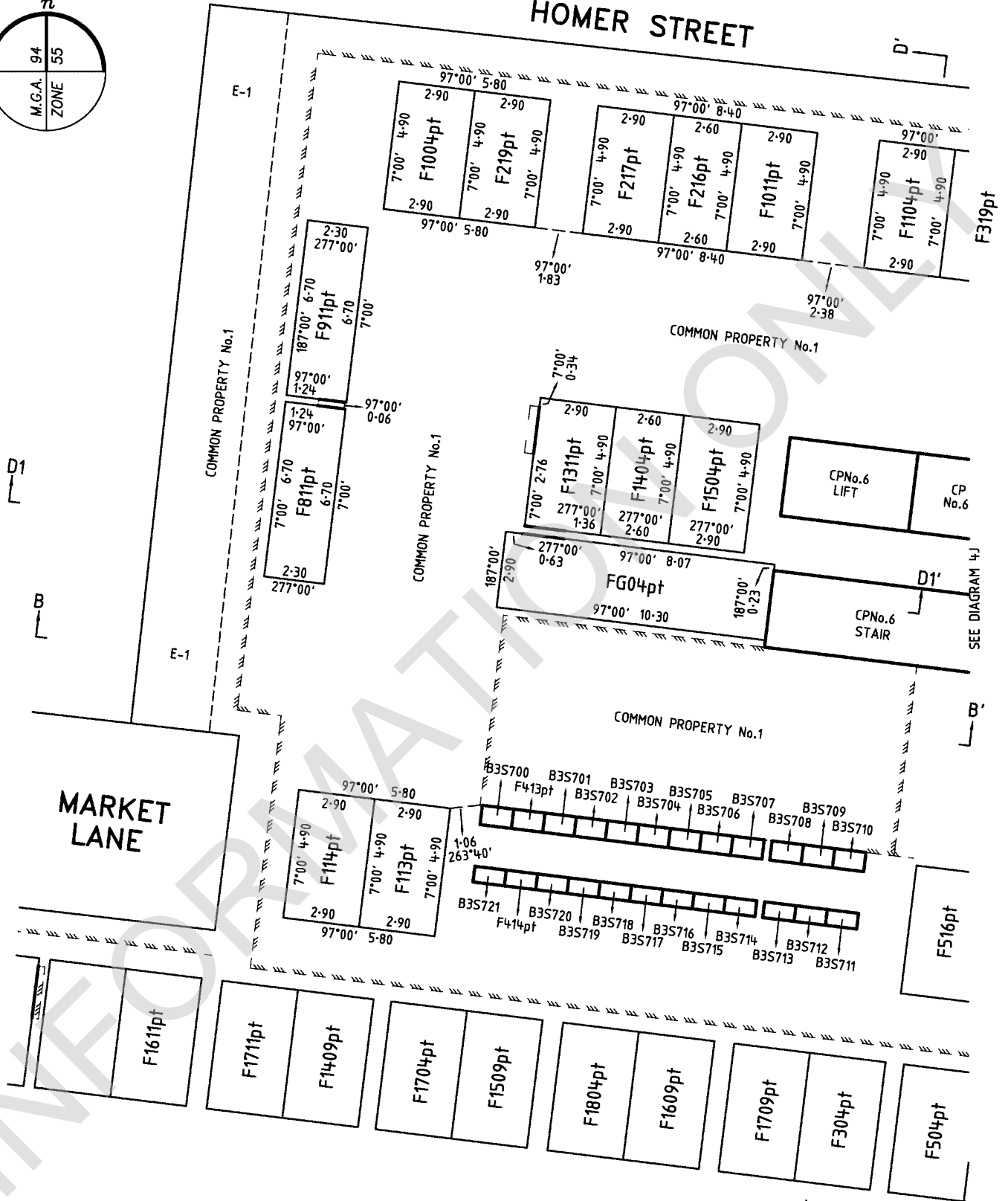
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 DEVELOP WITH CONFIDENCE™ www.veris.com.au Formerly Bosco Jonson 	LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:150	1.5036 LENGTHS ARE IN METRES
	DATE VERSION -		REFERENCE 29959 DRAWING -	ORIGINAL SHEET SIZE A3
				SHEET 36

PLAN OF SUBDIVISION

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HOMER STREET



SEE DIAGRAM 4E

BASEMENT LEVEL 3 (PART)

DIAGRAM 4H

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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

DATE REFERENCE 29959
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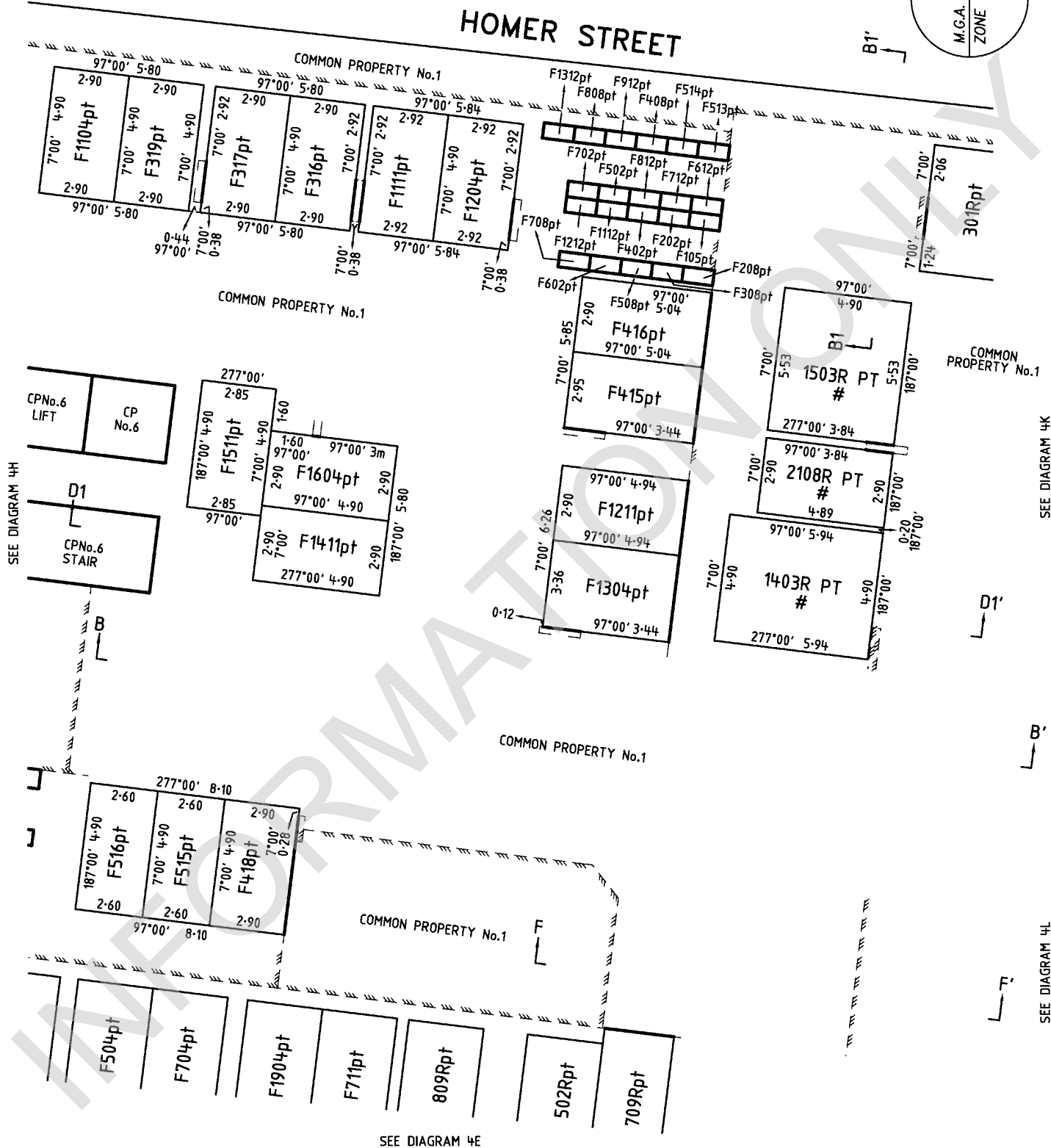
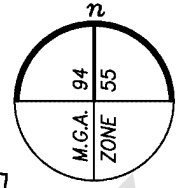
ORIGINAL SHEET SIZE A3

SHEET 37

PLAN OF SUBDIVISION

PS 738832M

HOMER STREET



BASEMENT LEVEL 3 (PART)

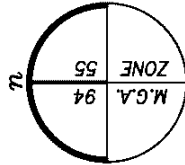
DIAGRAM 4J

REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: #

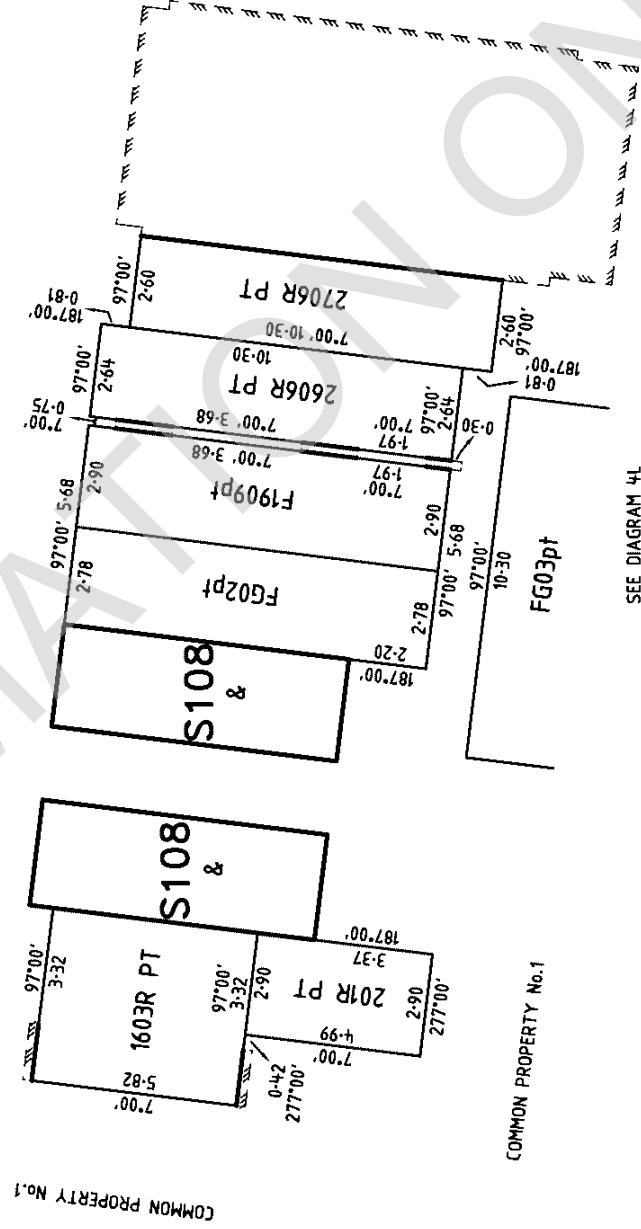
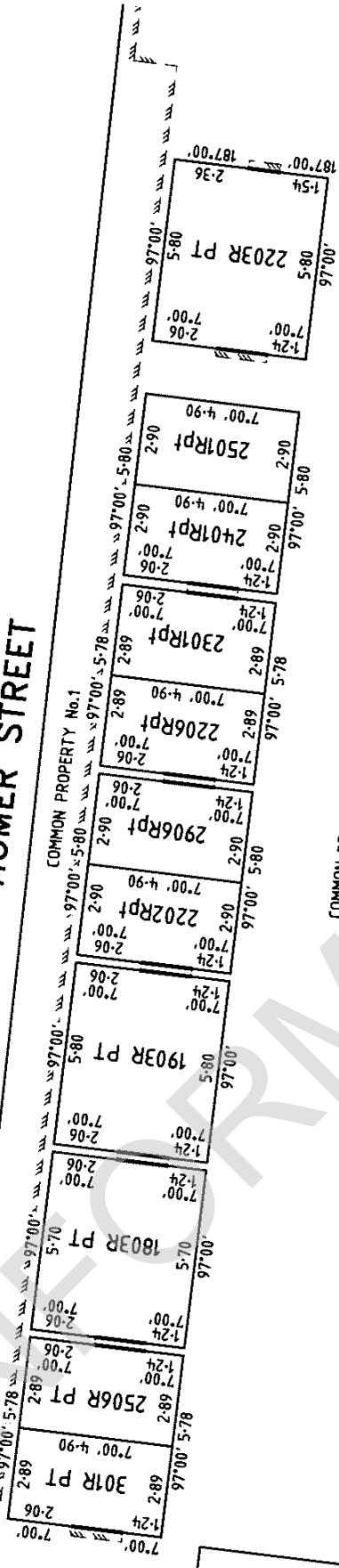
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PLAN OF SUBDIVISION

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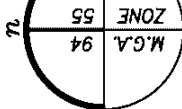
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DATE -
VERSION -
REFERENCE 29959
DRAWING -

SCALE 1:150	ORIGINAL SHEET SIZE A3
	SHEET 39

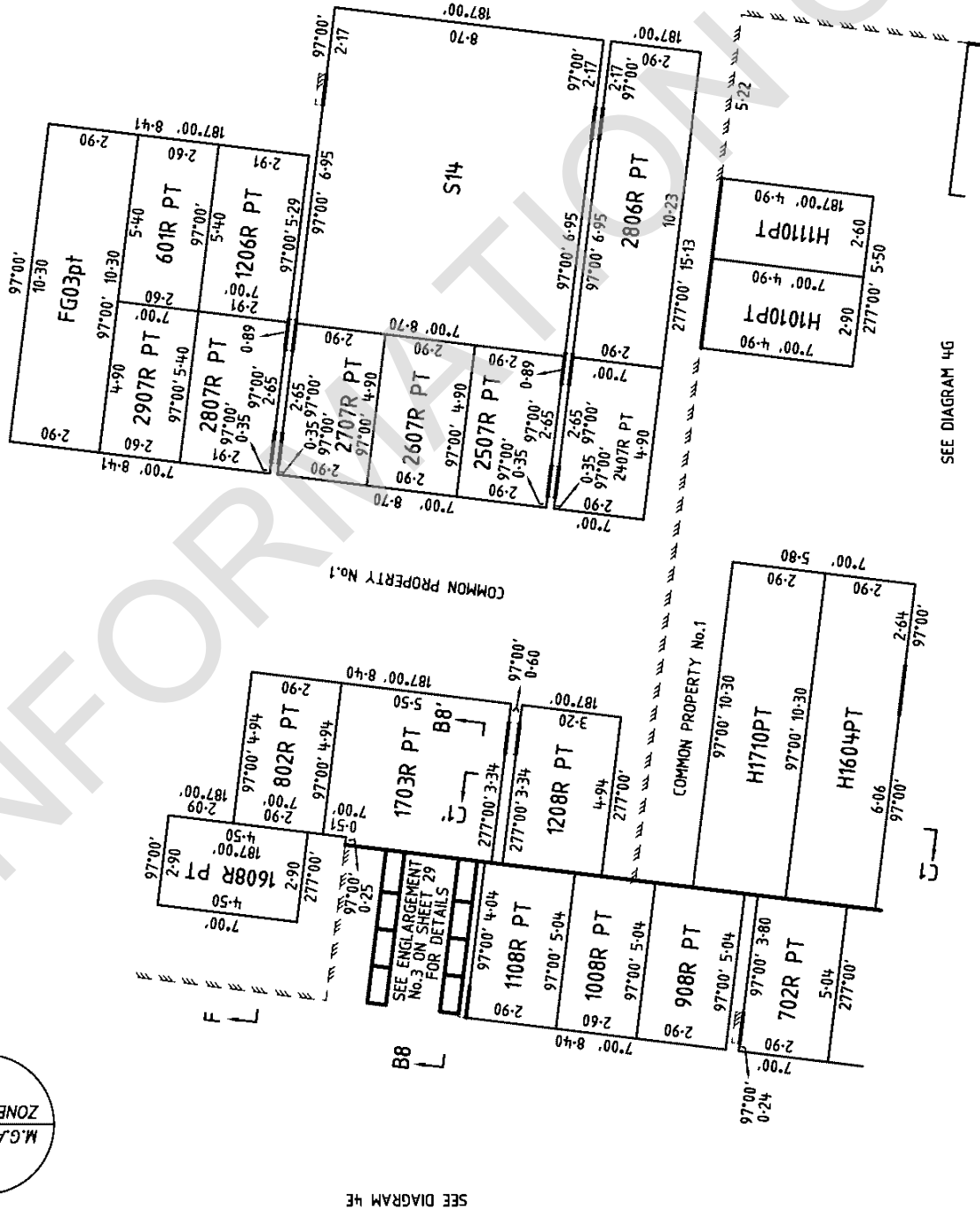
1.5 0 3 6
LENGTHS ARE IN METRES



PLAN OF SUBDIVISION

PS 738832M

SEE DIAGRAM 4K



COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE DIAGRAM 4N

SEE DIAGRAM 4E

SEE DIAGRAM 4G

BASEMENT LEVEL 3 (PART)

DIAGRAM 4L

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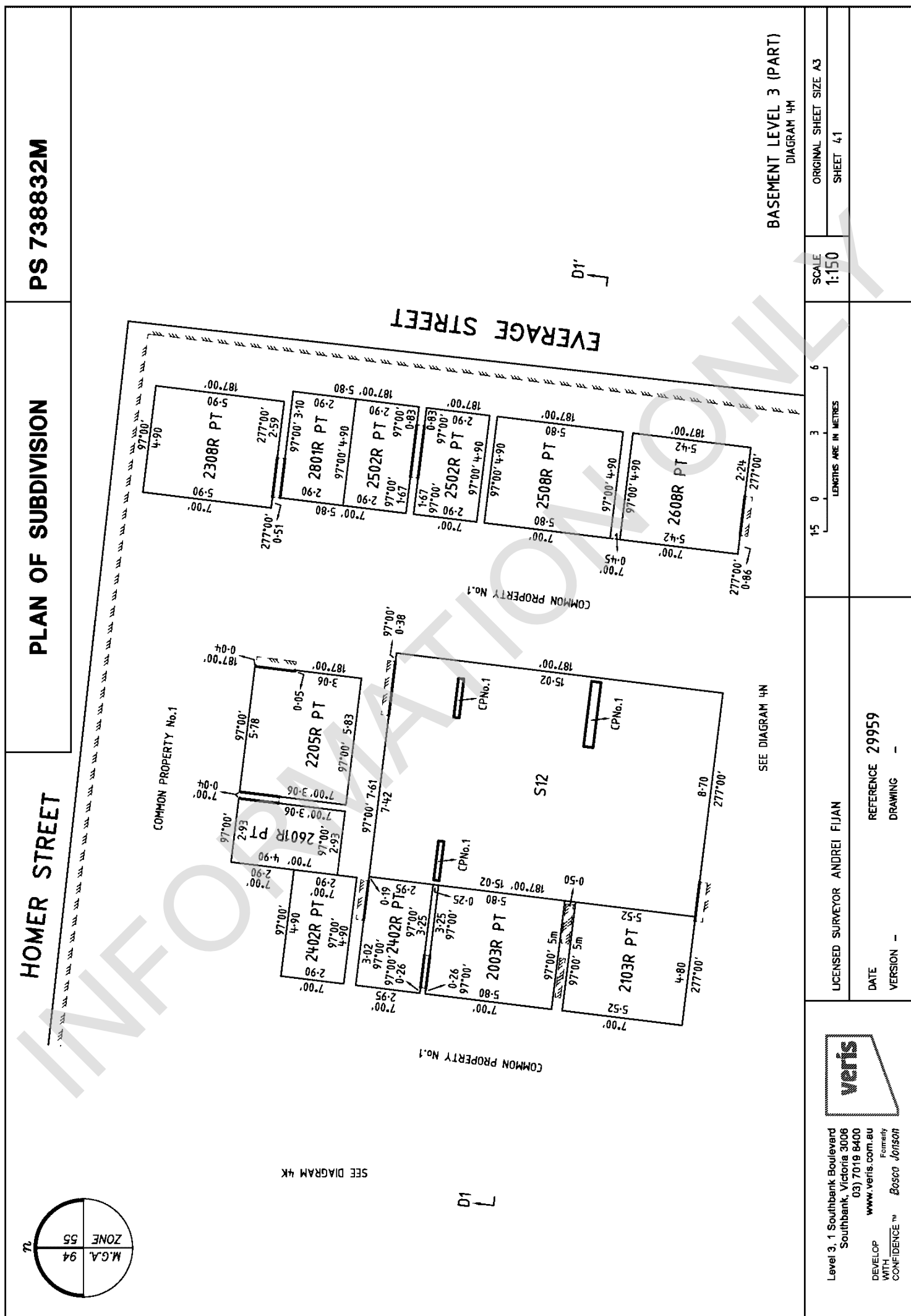
VERSION -

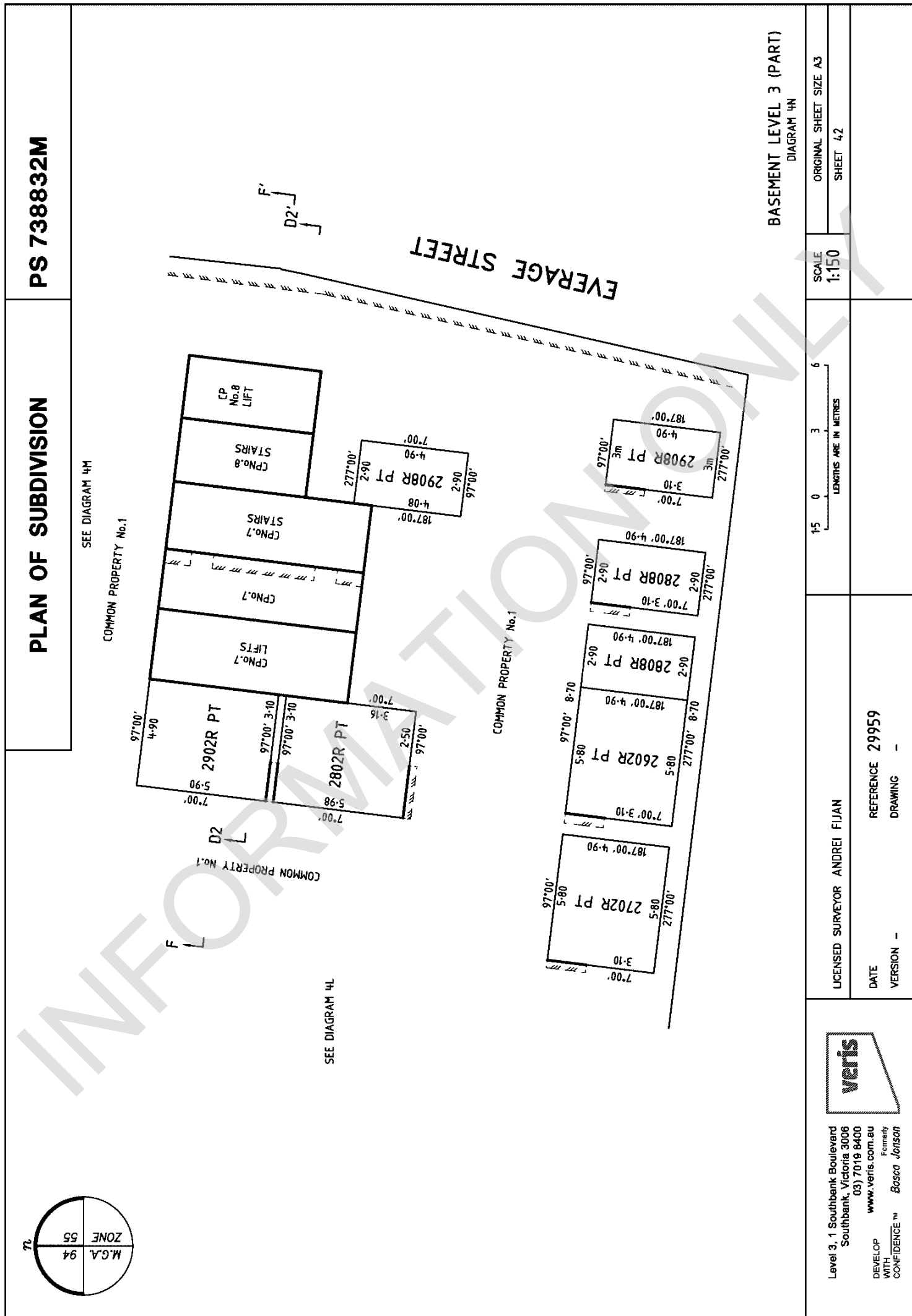
SCALE 1:150

15 0 3 6
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4.0



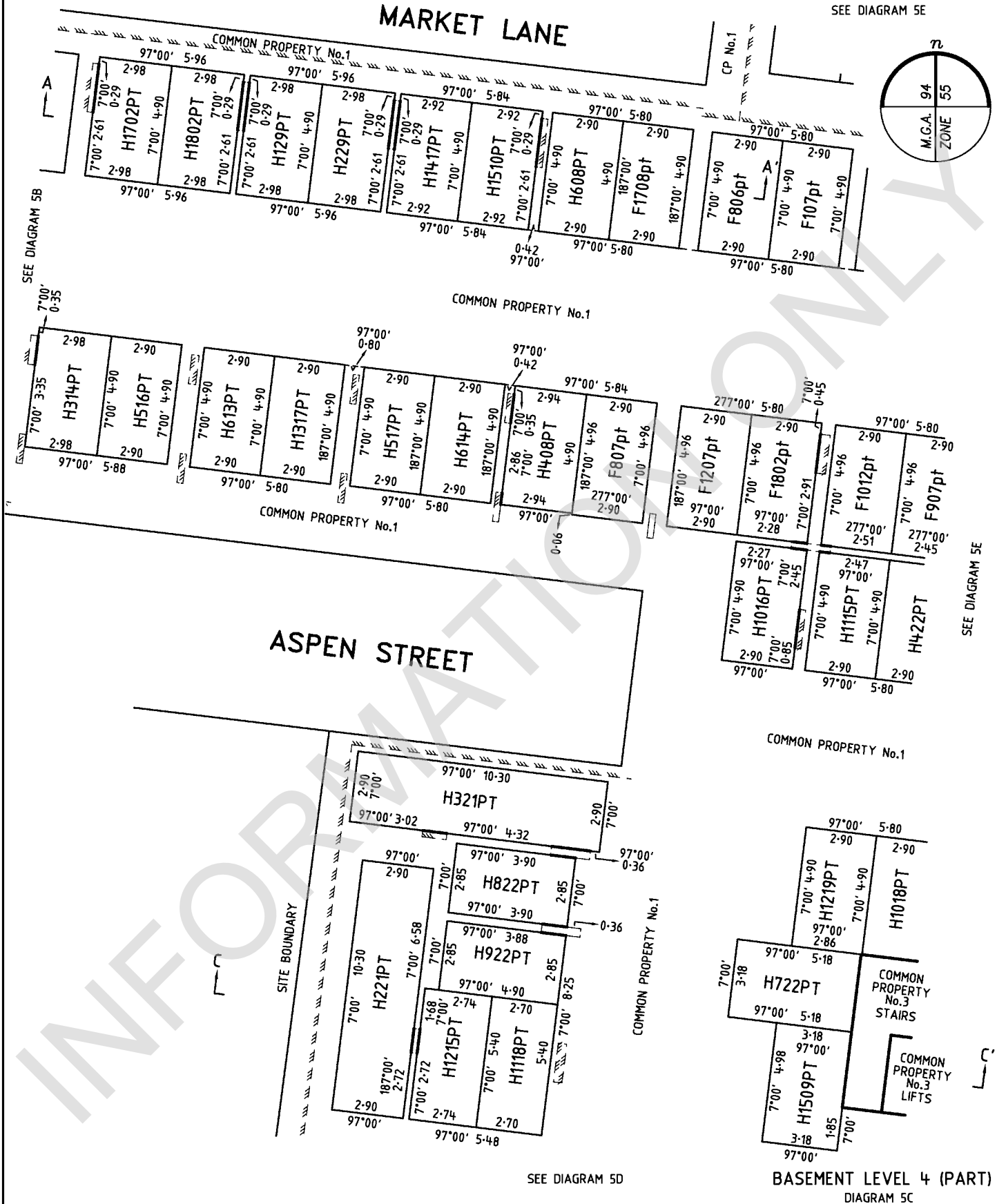
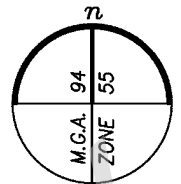


PLAN OF SUBDIVISION

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MARKET LANE

SEE DIAGRAM 5E



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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

DATE REFERENCE 29959

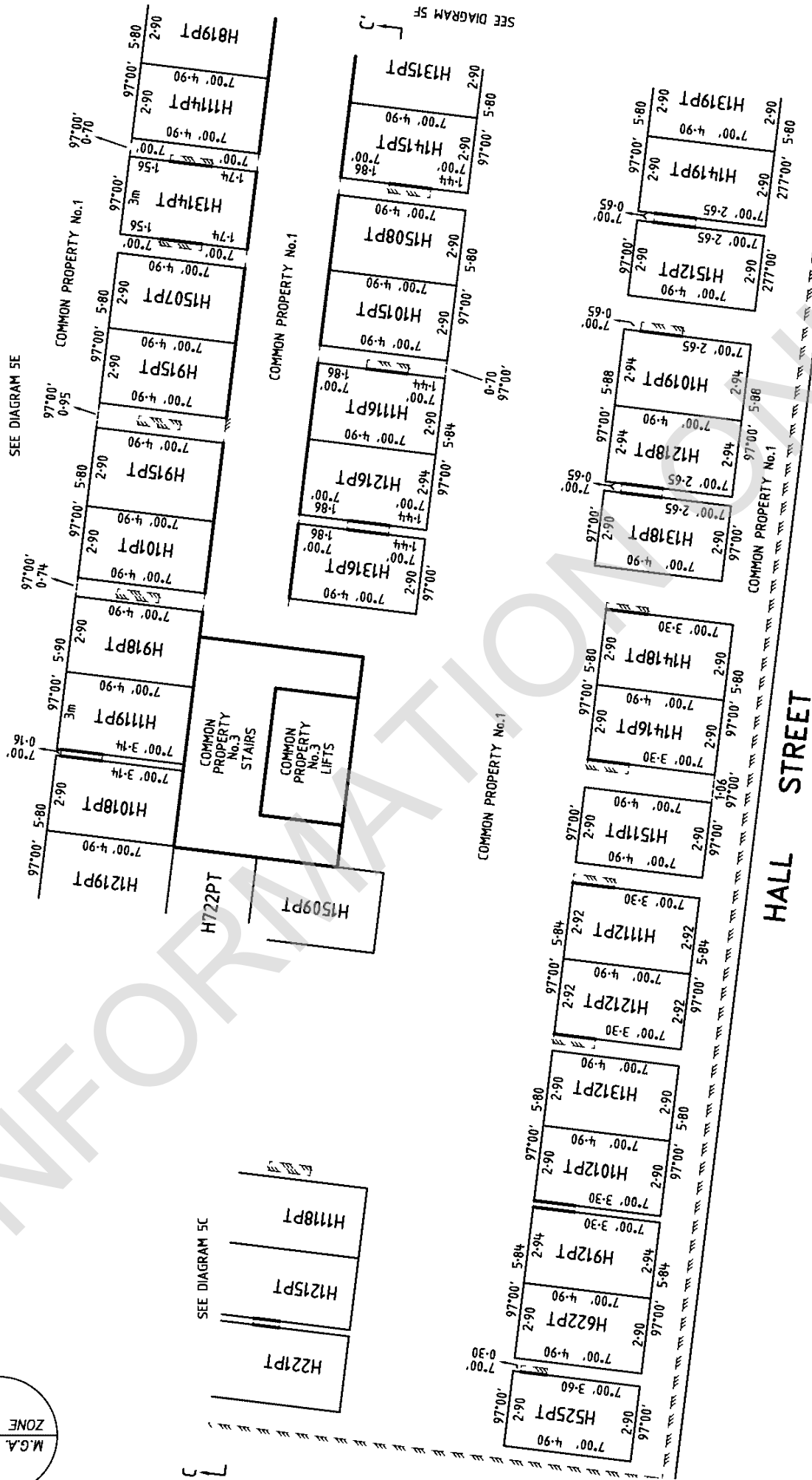
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 46

PLAN OF SUBDIVISION

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BASEMENT LEVEL 4 (PART)

DIAGRAM 5D

ORIGINAL SHEET SIZE A3

SCALE
1:150

LENGTHS ARE IN METRES

LICENSED SURVEYOR ANDREI FIJAN

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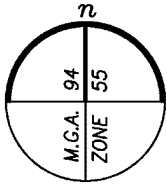
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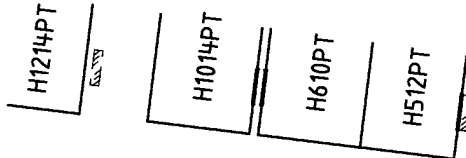
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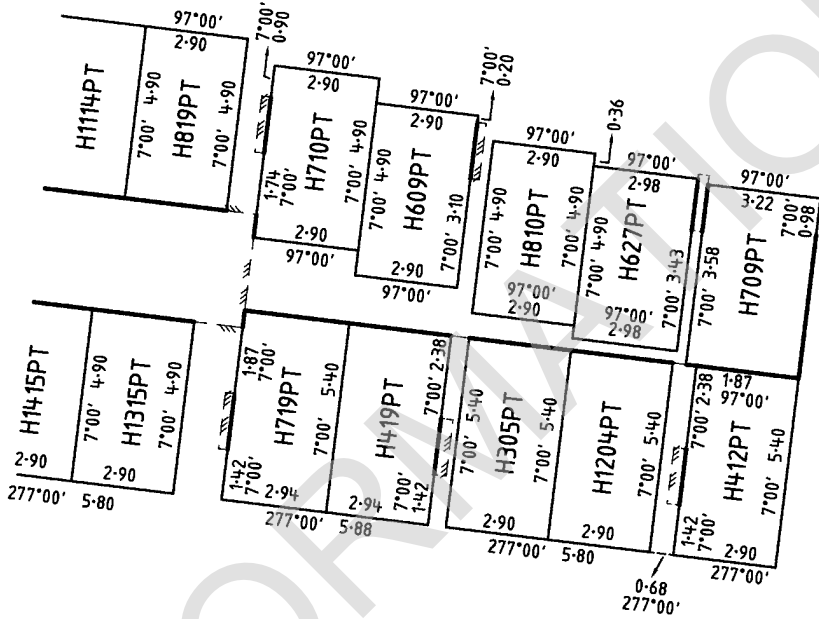


SEE DIAGRAM 5E



COMMON PROPERTY No.1

SEE DIAGRAM 5D



COMMON PROPERTY No.1

BASEMENT LEVEL 4 (PART)
DIAGRAM 5F

SEE DIAGRAM 5

LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:150

15 0 3 6
LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

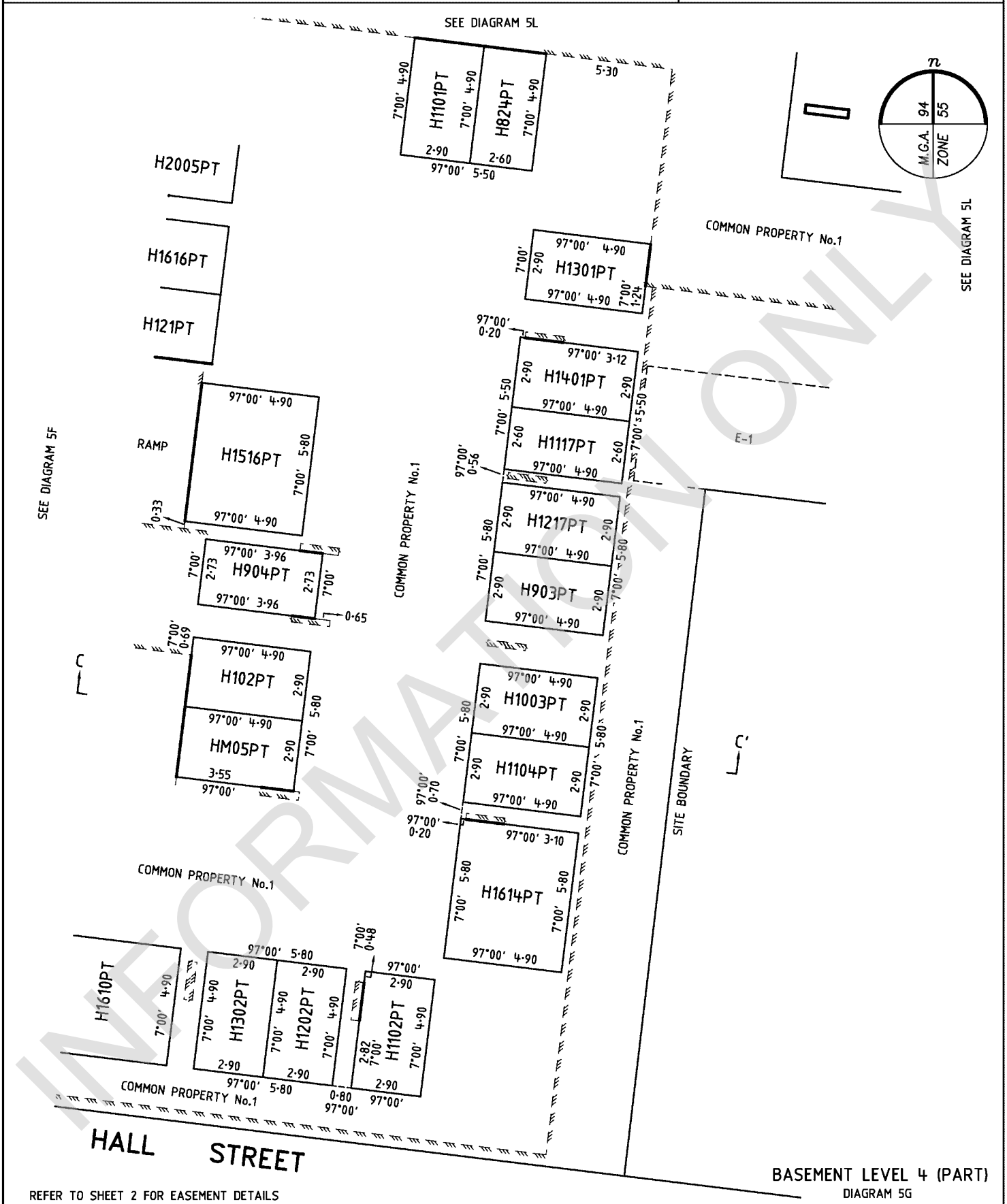
ORIGINAL SHEET SIZE A3
SHEET 49

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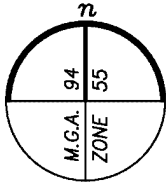
PS 738832M



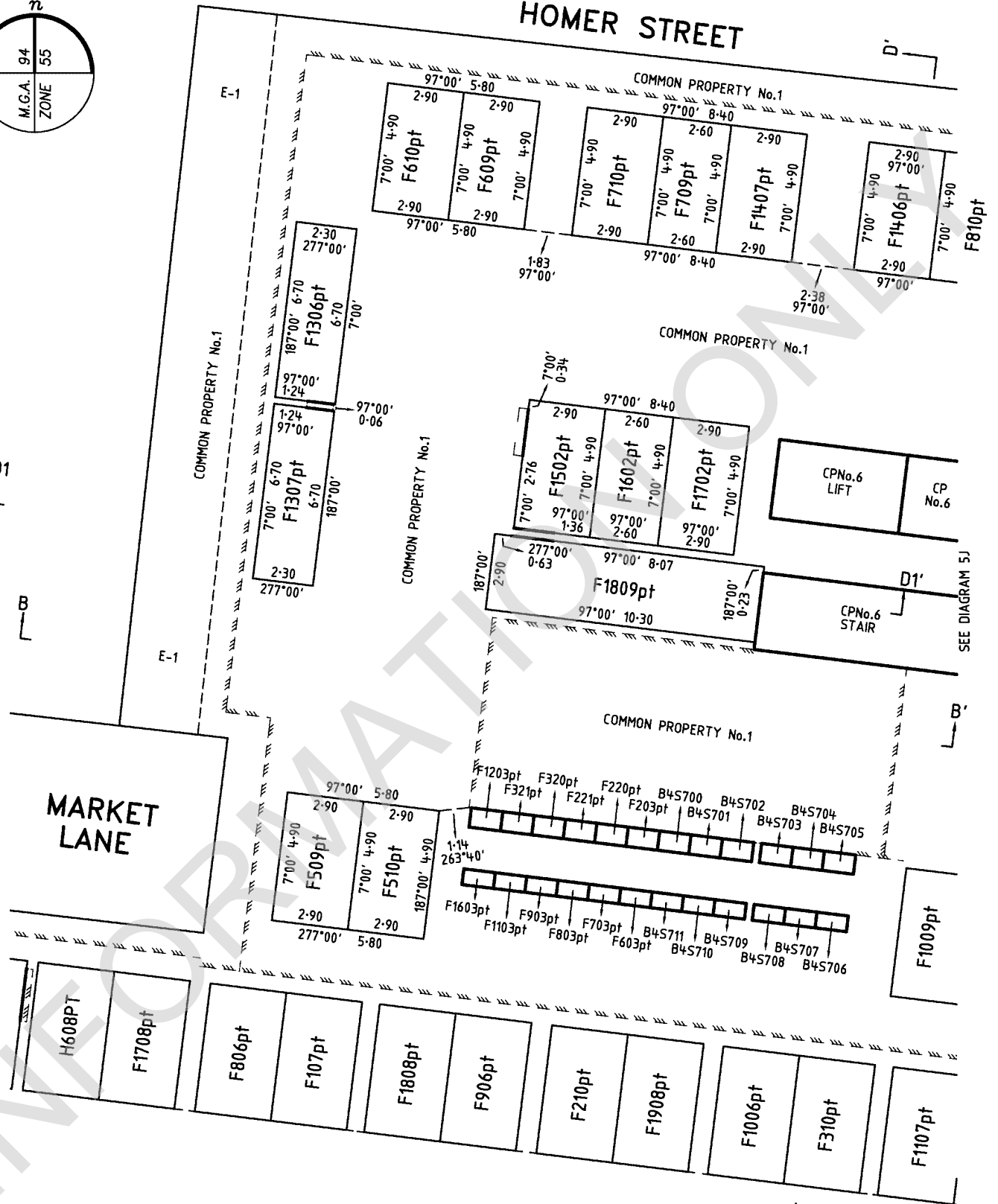
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ Formerly Bosco Jonson 	LICENSED SURVEYOR ANDREI FIJAN DATE VERSION - REFERENCE 29959 DRAWING -	SCALE 1:150 1.5 0 3 6 LENGTHS ARE IN METRES ORIGINAL SHEET SIZE A3 SHEET 50

PLAN OF SUBDIVISION

PS 738832M



HOMER STREET



SEE DIAGRAM 5E

BASEMENT LEVEL 4 (PART)
DIAGRAM 5H

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SCALE
1:150

1:5 0 3 6
LENGTHS ARE IN METRES

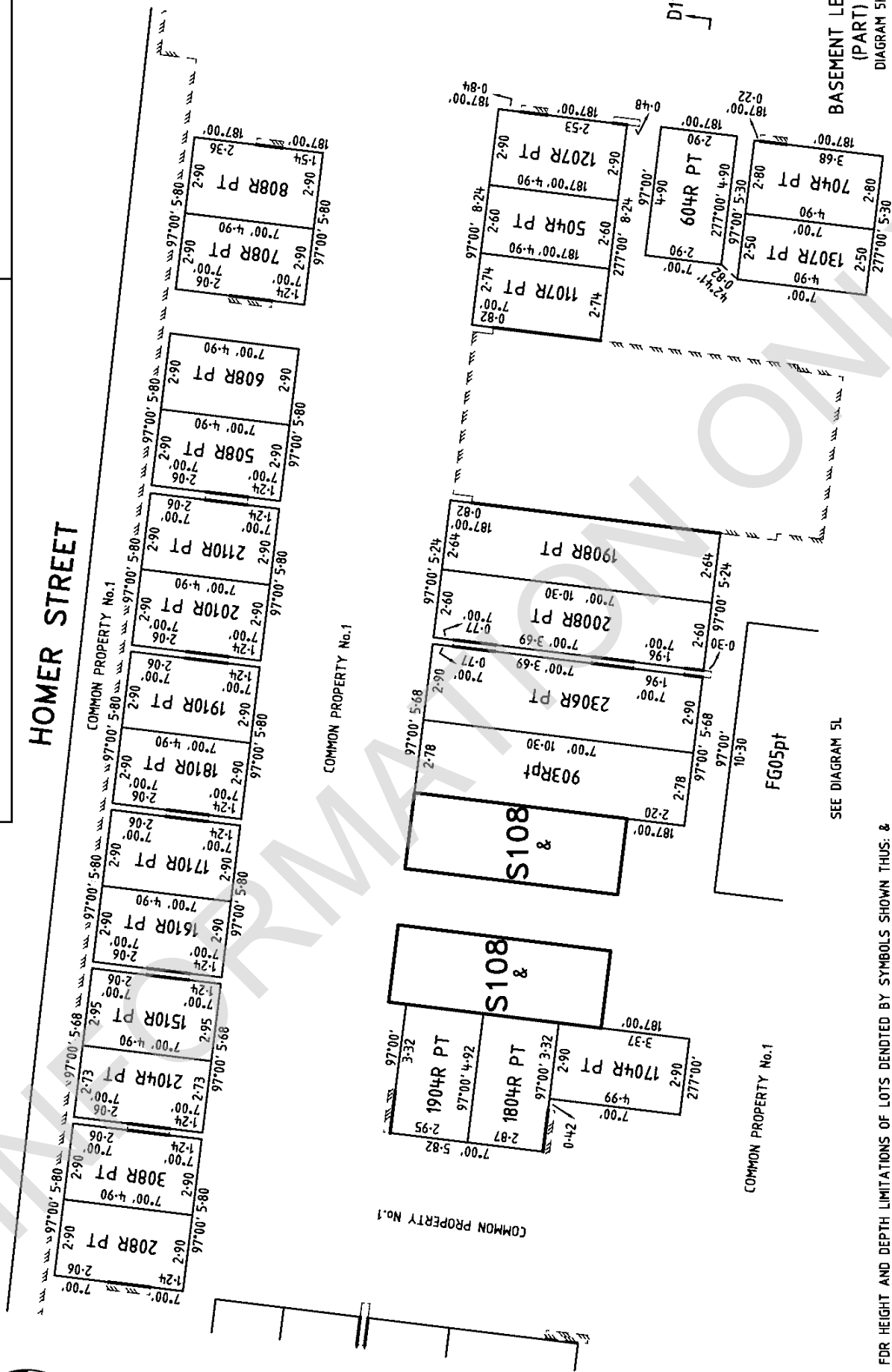
DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 51

PLAN OF SUBDIVISION

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REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DEDNTED BY SYMBOLS SHOWN THUS: &

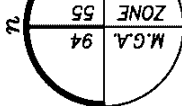


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DATE	REFERENCE	29959

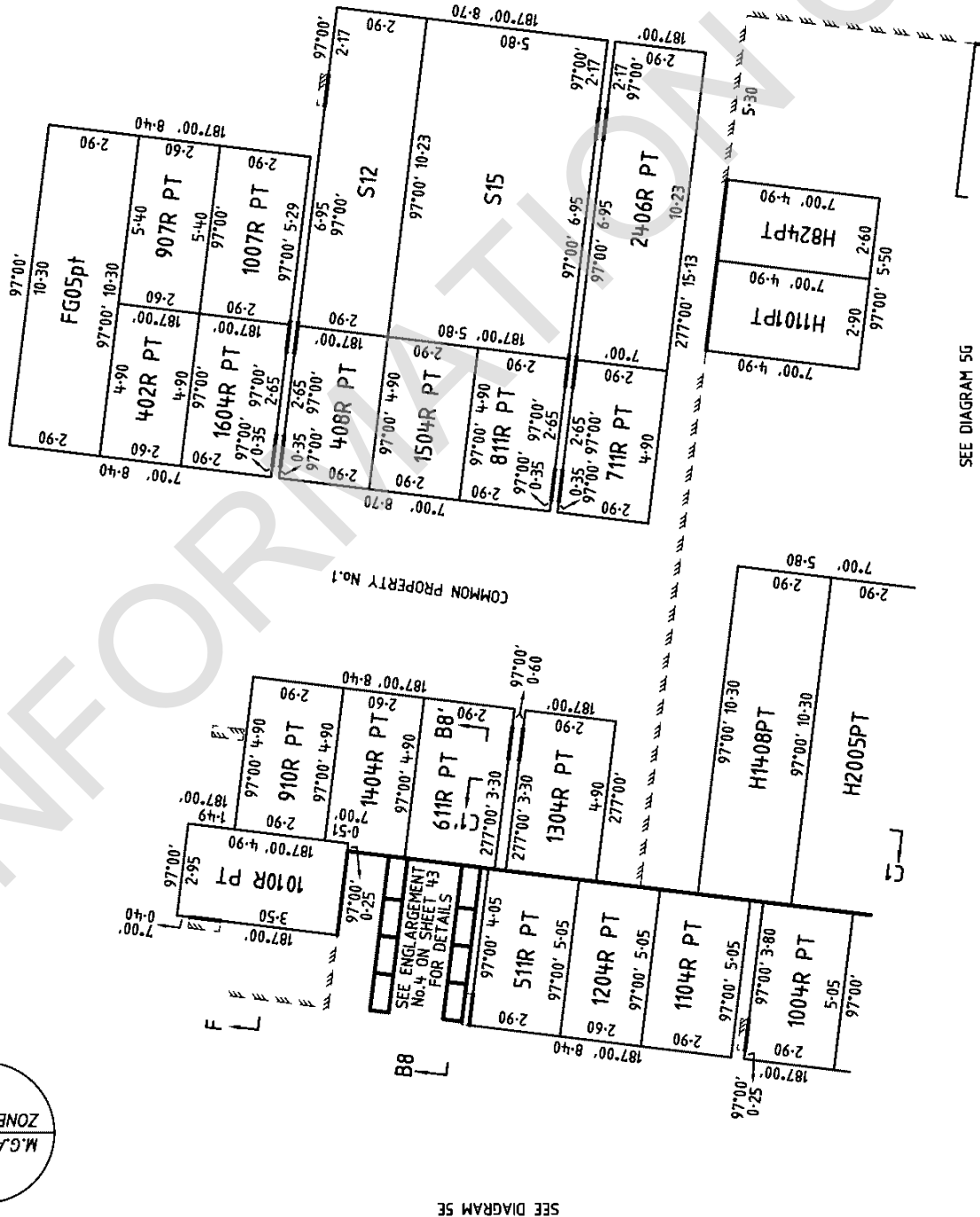
1:50
LENGTHS ARE IN METRES



PLAN OF SUBDIVISION

PS 738832M

SEE DIAGRAM 5K



SEE DIAGRAM 5E

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE DIAGRAM 5N

SEE DIAGRAM 5G

BASEMENT LEVEL 4 (PART)
DIAGRAM 5L

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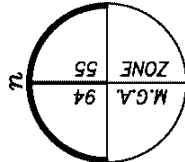
LICENSED SURVEYOR ANDREI FIJAN

DATE REFERENCE 29959
VERSION - DRAWING

15 0 3 6
LENGTHS ARE IN METRES

SCALE
1:150

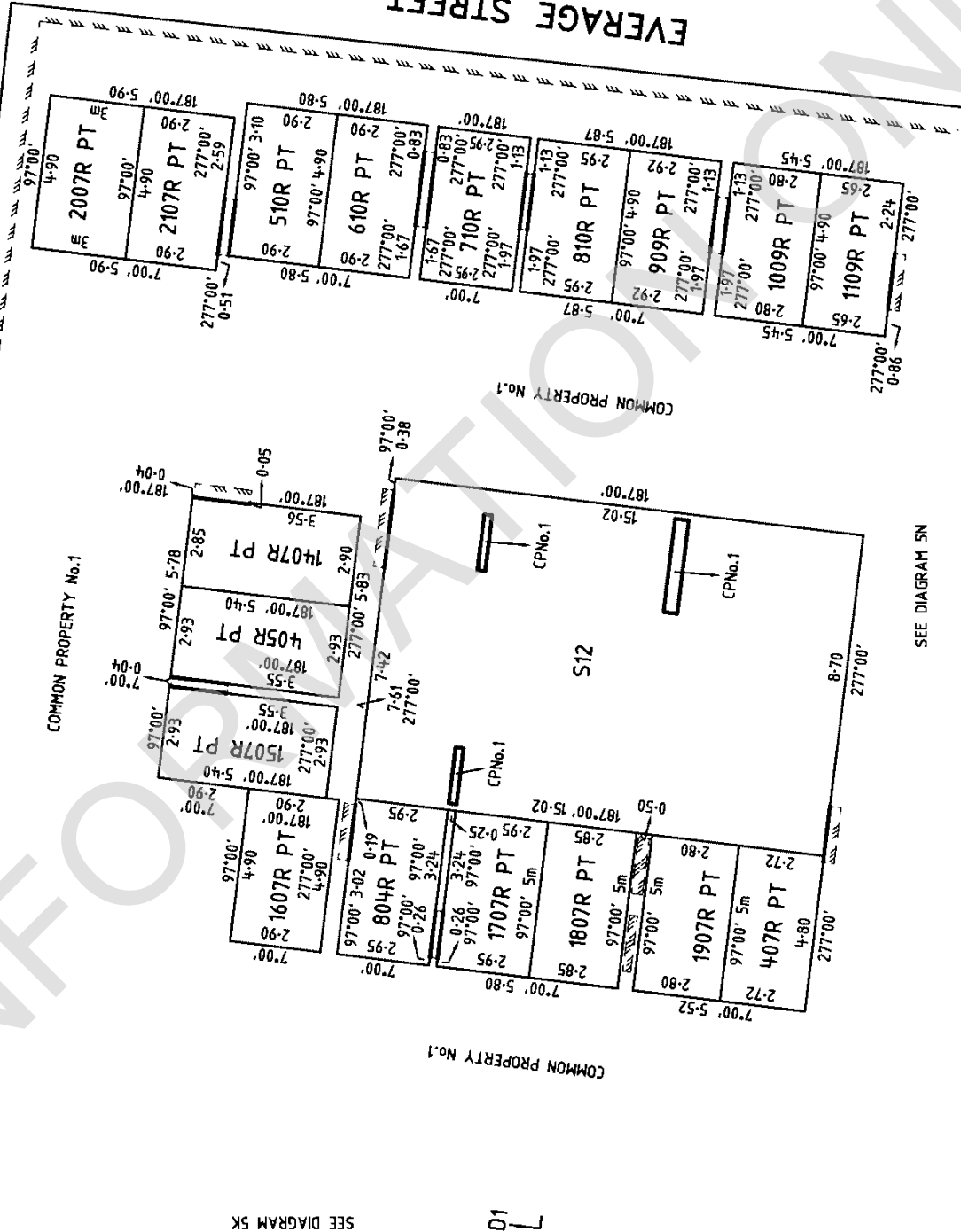
ORIGINAL SHEET SIZE A3
SHEET 54



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PLAN OF SUBDIVISION

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EVERAGE STREET

SEE DIAGRAM 5N

BASEMENT LEVEL 4 (PART)
DIAGRAM 5M



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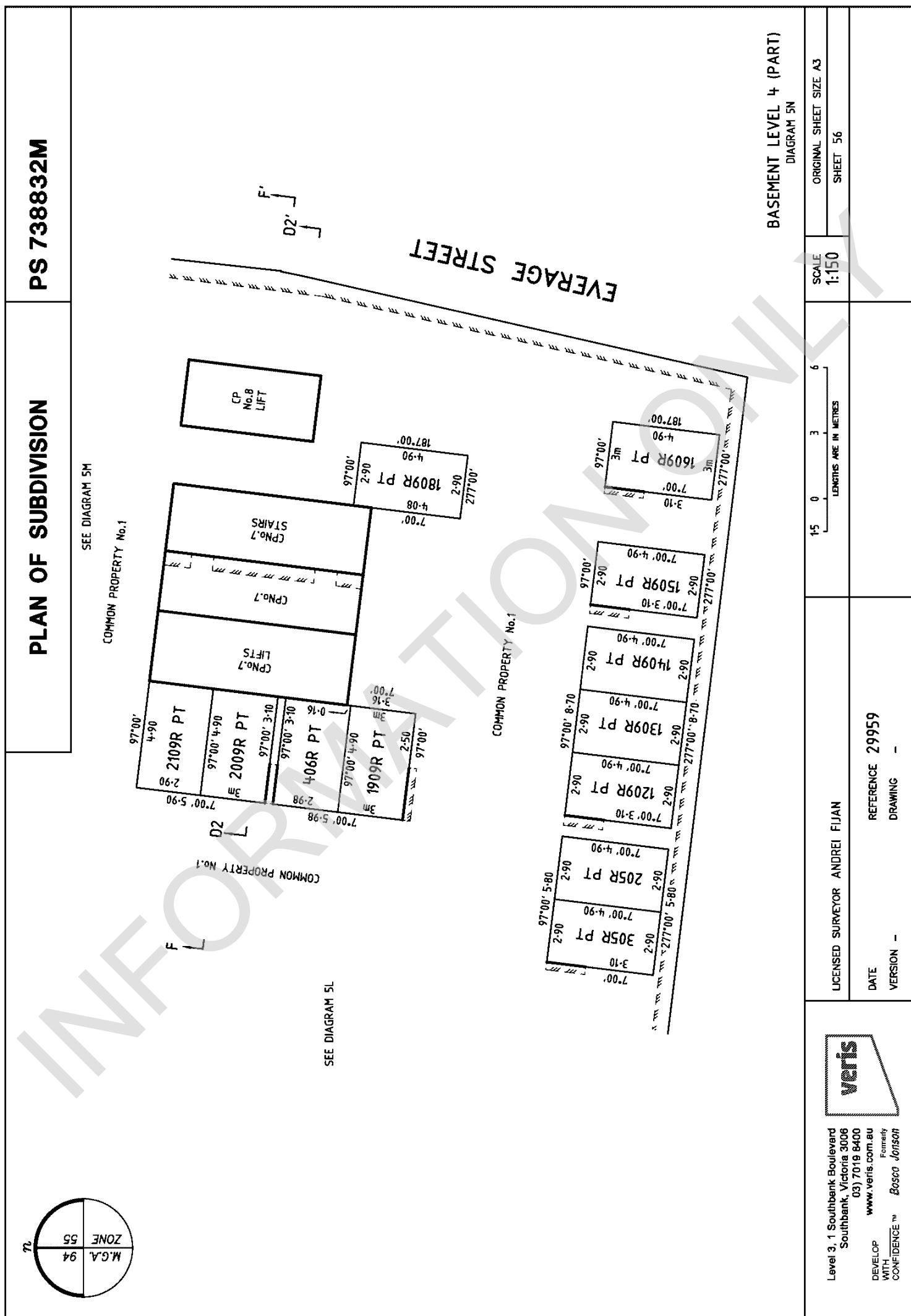
LICENSED SURVEYOR ANDREI FIJAN

DATE -
REFERENCE 29959
DRAWING -

15 0 3 6
LENGTHS ARE IN METRES

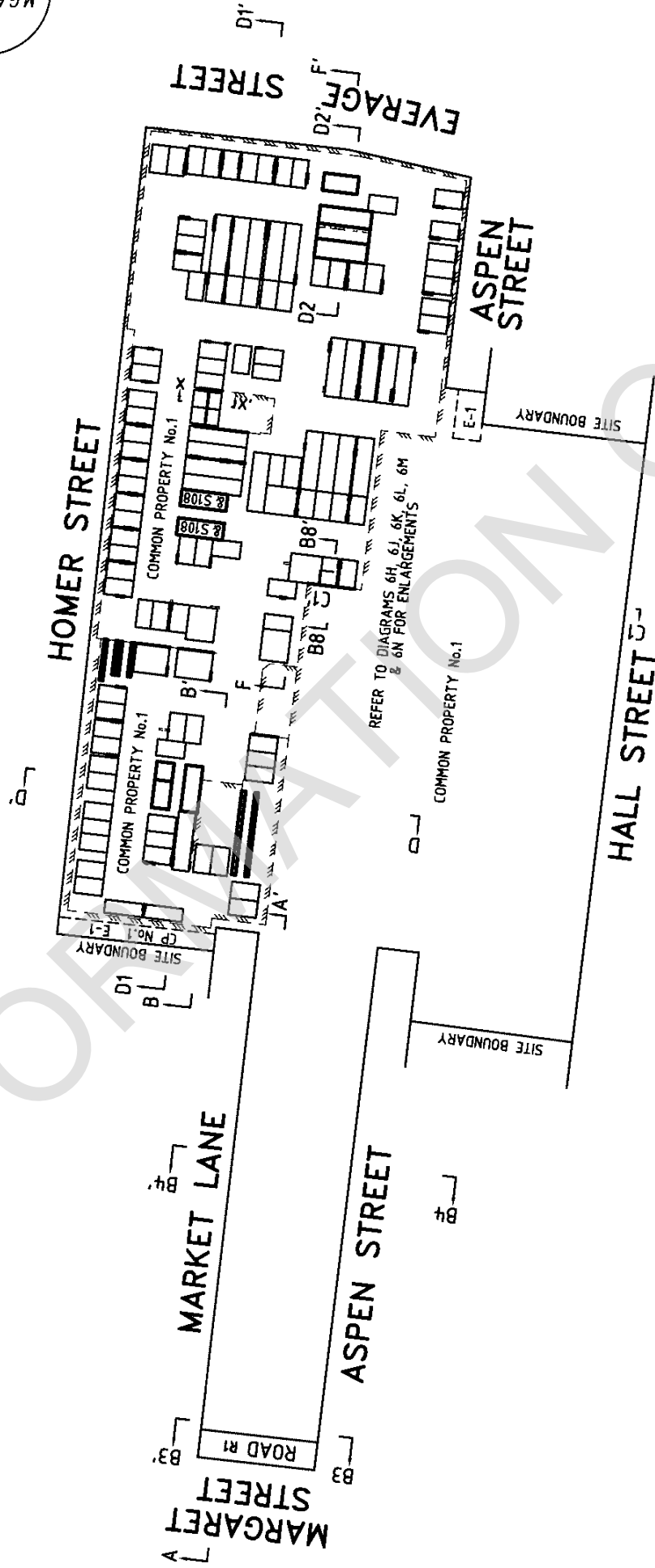
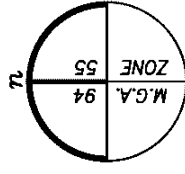
SCALE
1:150

ORIGINAL SHEET SIZE A3
SHEET 55



PLAN OF SUBDIVISION

PS 738832M



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BASEMENT LEVEL 5 & BELOW
DIAGRAM 6



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LICENSED SURVEYOR ANDREI FIJAN

DATE	REFERENCE	29959
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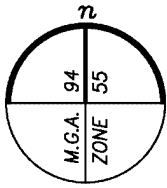
SCALE	ORIGINAL SHEET SIZE A3
1:750	SHEET 57

7.5 0 15

LENGTHS ARE IN METRES

PLAN OF SUBDIVISION

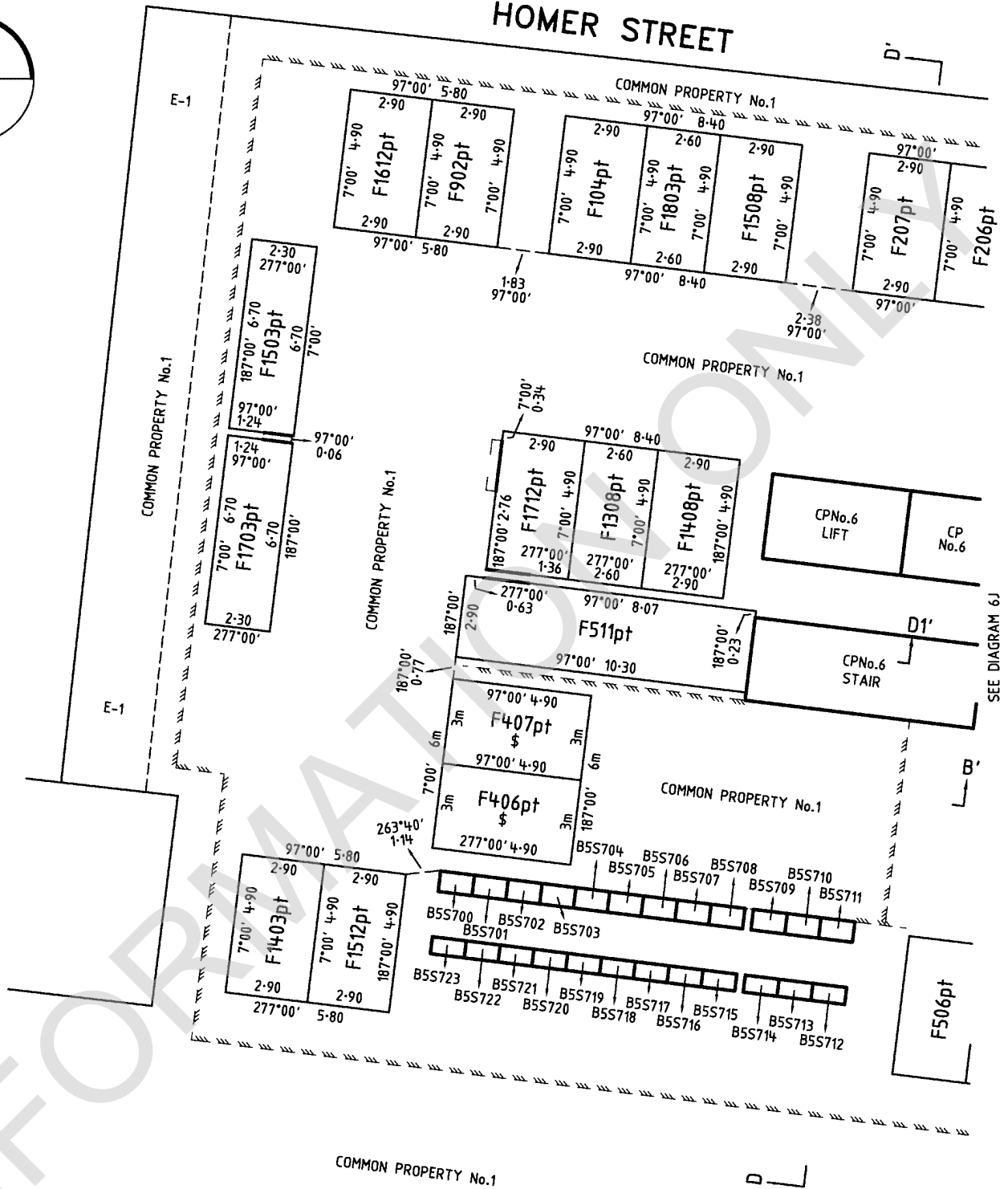
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D1

B

HOMER STREET



SEE DIAGRAM 6J

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: \$

BASEMENT LEVEL 5 (PART)
DIAGRAM 6H

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SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

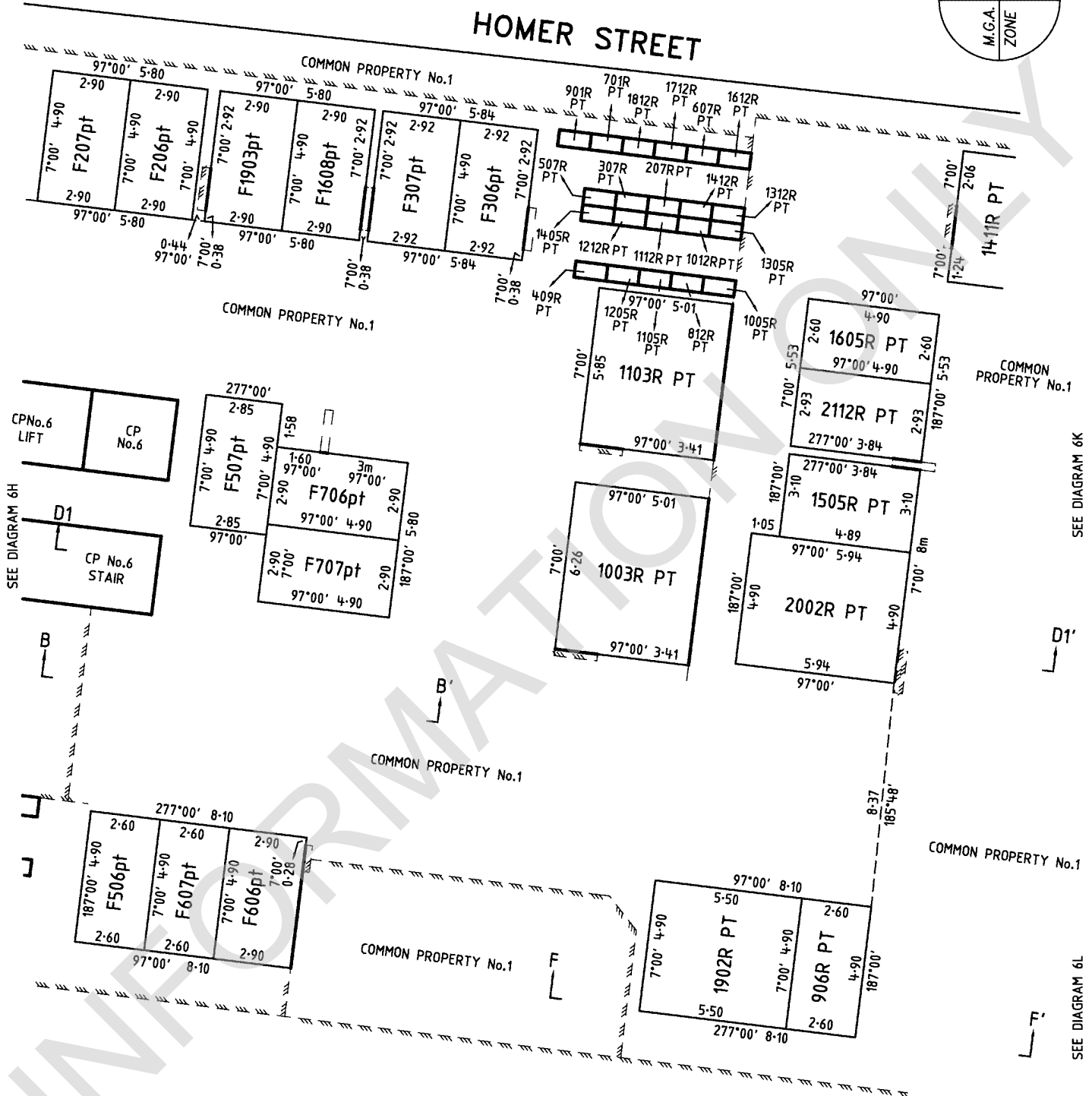
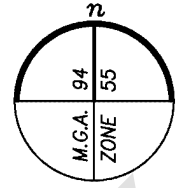
DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 58

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BASEMENT LEVEL 5 (PART)
DIAGRAM 6J

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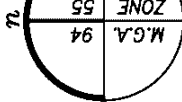
LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:150

1.5 0 3 6
LENGTHS ARE IN METRES

DATE REFERENCE 29959
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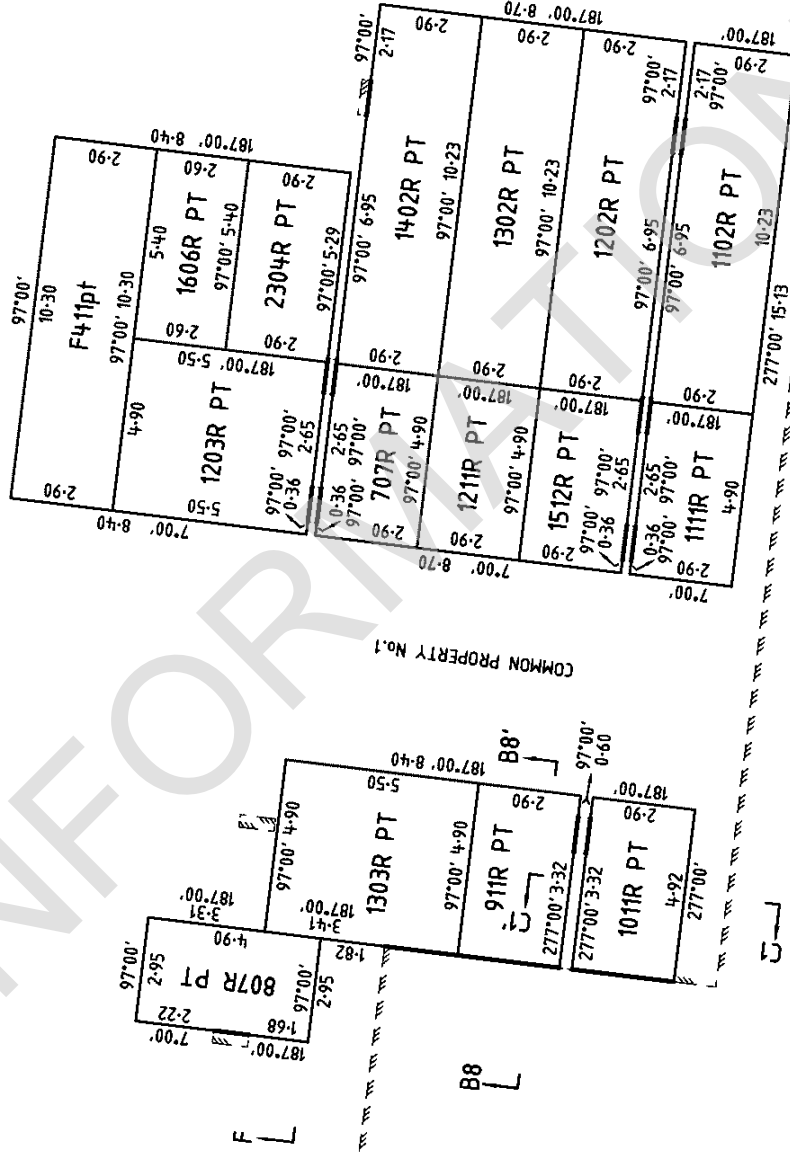
ORIGINAL SHEET SIZE A3
SHEET 59



PLAN OF SUBDIVISION

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SEE DIAGRAM 6K



SEE DIAGRAM 6J

COMMON PROPERTY No.1

SEE DIAGRAM 6M

COMMON PROPERTY No.1

BASEMENT LEVEL 5 (PART)

DIAGRAM 6L

15 0 3 6
LENGTHS ARE IN METRES

SCALE
1:150

ORIGINAL SHEET SIZE A3

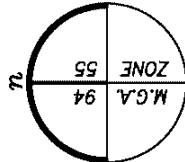
SHEET 61



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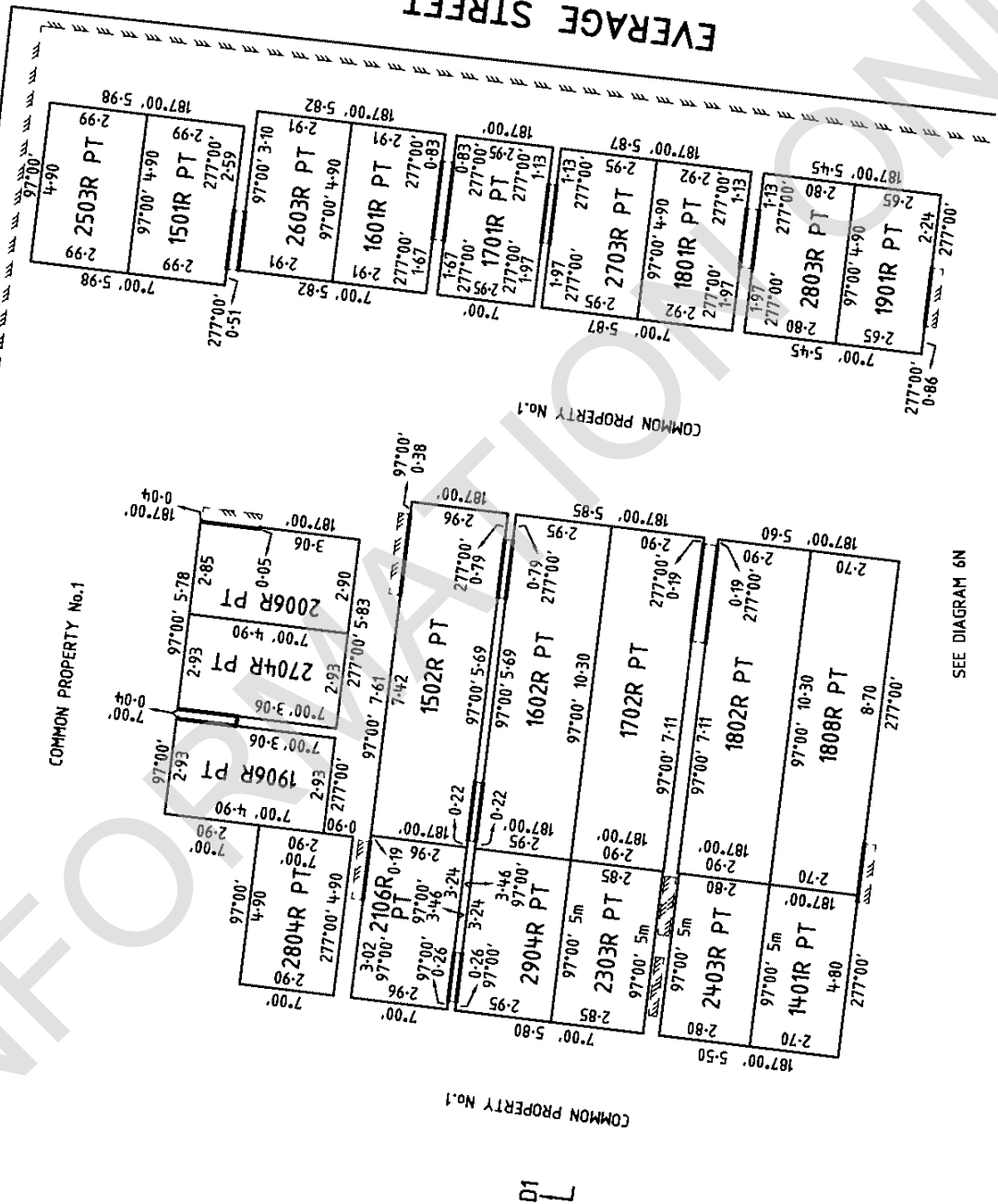
DATE REFERENCE 29959
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SEE DIAGRAM 6K

SEE DIAGRAM 6N

BASEMENT LEVEL 5 (PART)
DIAGRAM 6N



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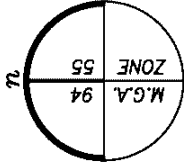
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DATE VERSION -
REFERENCE 29959
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15 0 3 6
LENGTHS ARE IN METRES

SCALE 1:150

ORIGINAL SHEET SIZE A3
SHEET 62

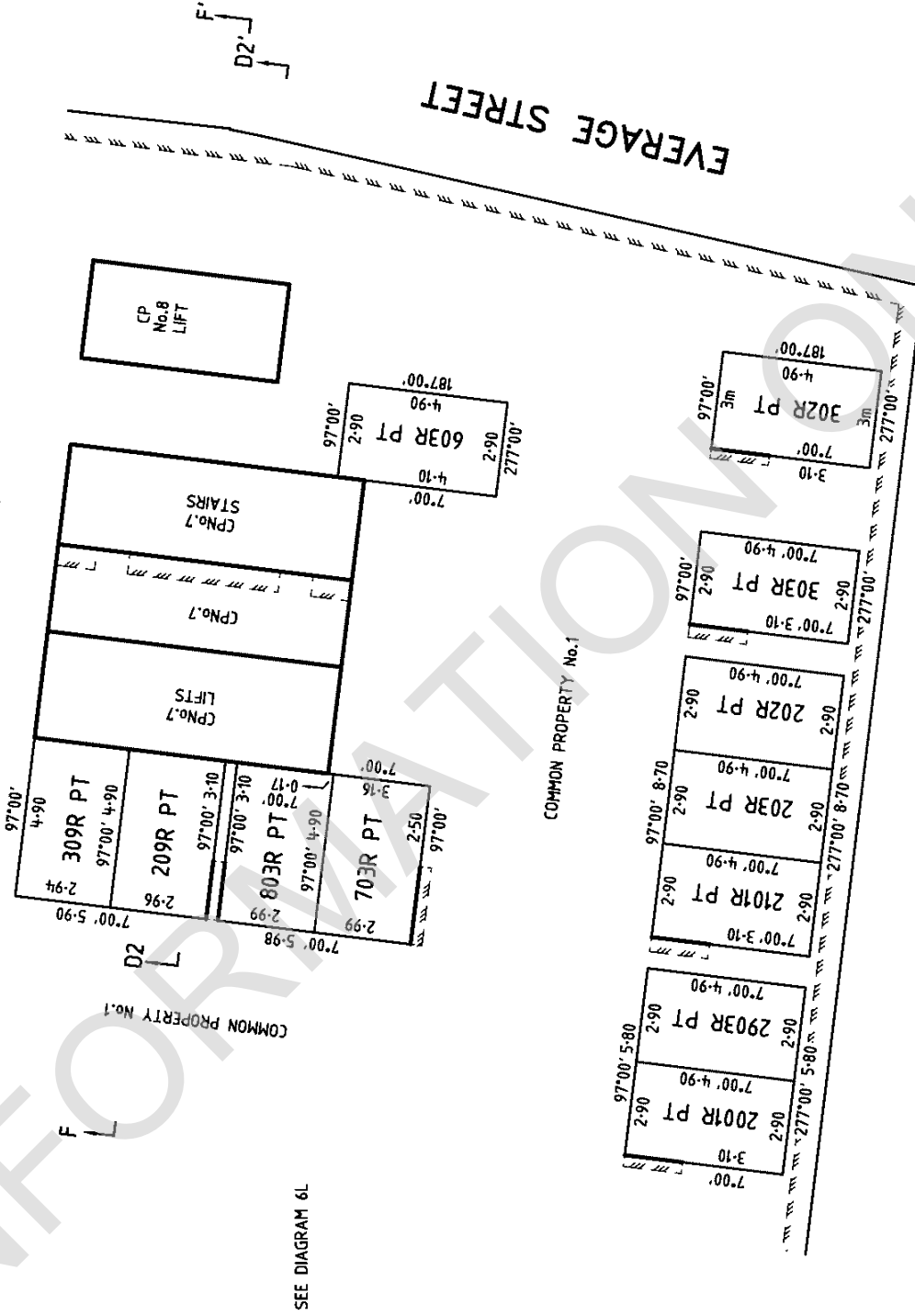


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SEE DIAGRAM 6M

COMMON PROPERTY No.1



BASEMENT LEVEL 5 (PART)
DIAGRAM 6N



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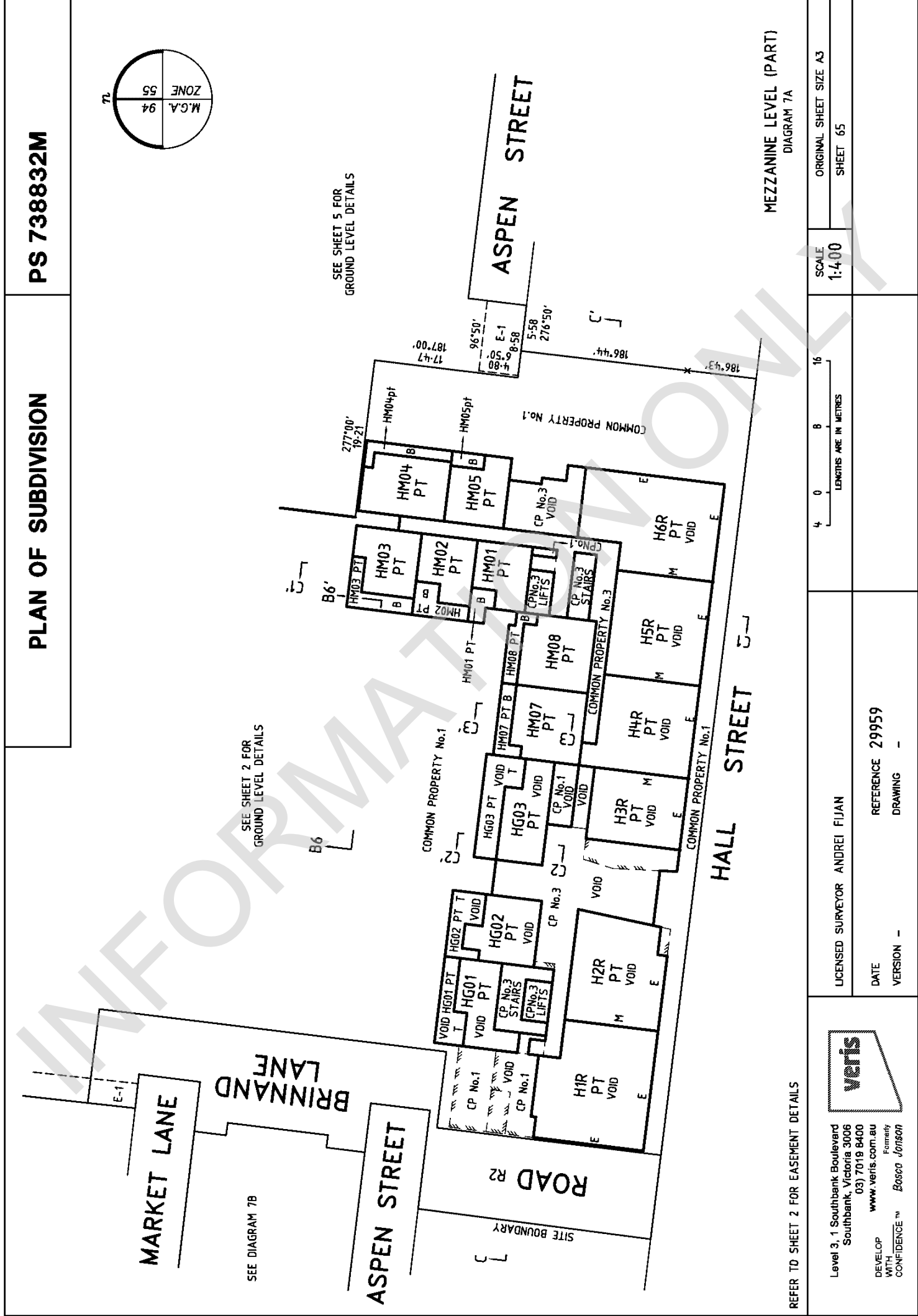
LICENSED SURVEYOR ANDREI FIJAN

DATE
VERSION -
REFERENCE 29959
DRAWING -

SCALE
1:150

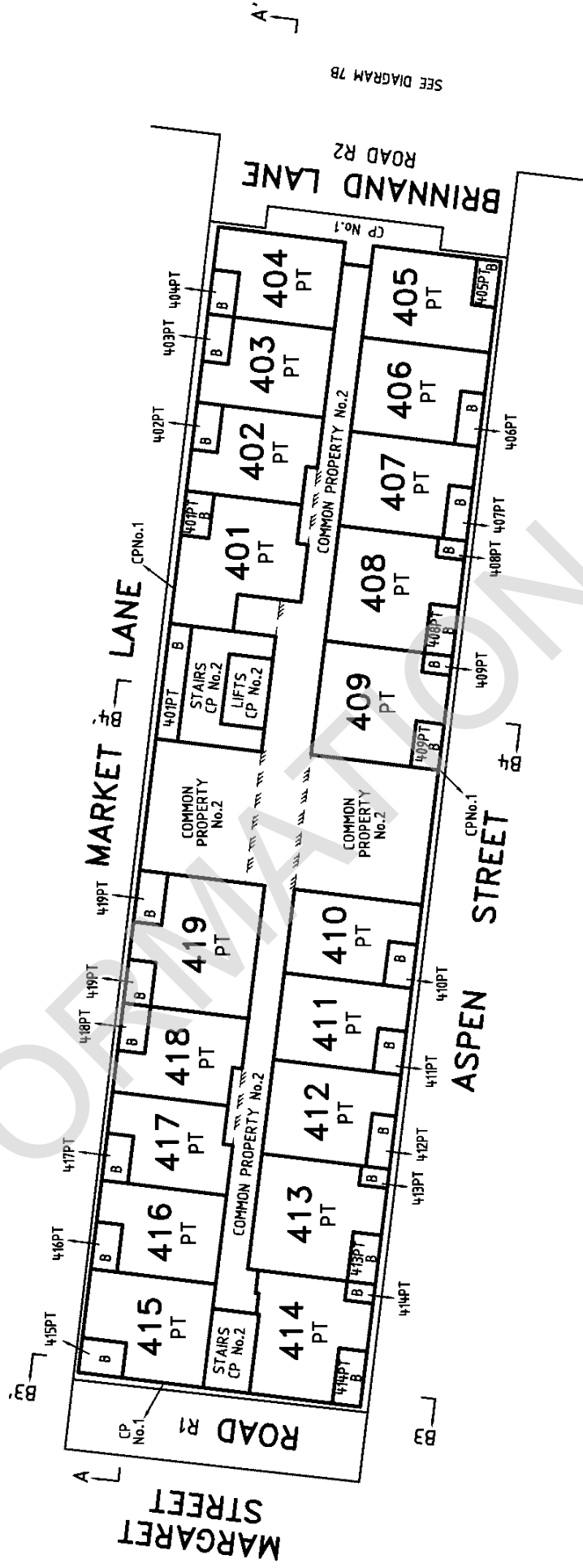
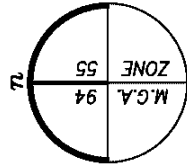
LENGTHS ARE IN METRES
15 0 3 6

ORIGINAL SHEET SIZE A3
SHEET 63



PLAN OF SUBDIVISION

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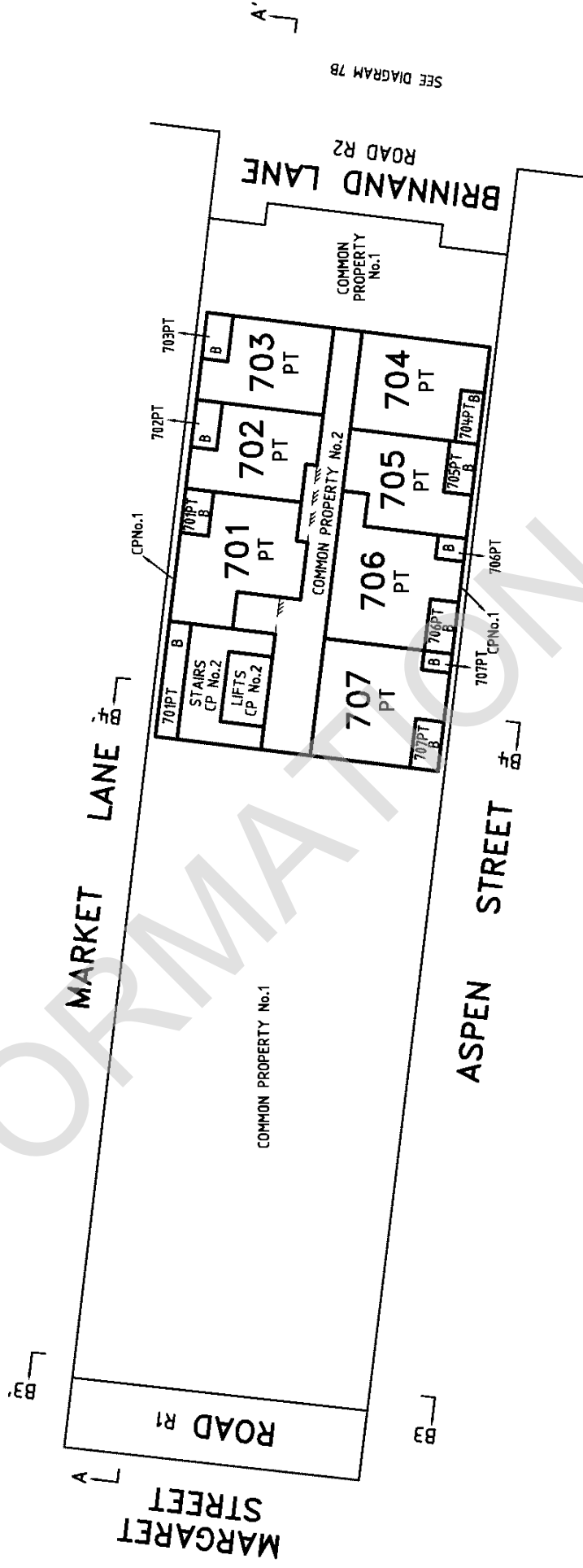
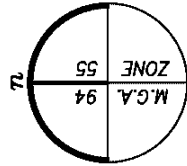


LEVEL 4
DIAGRAM 11

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		DATE REFERENCE 29959 VERSION - DRAWING -	SHEET 71			

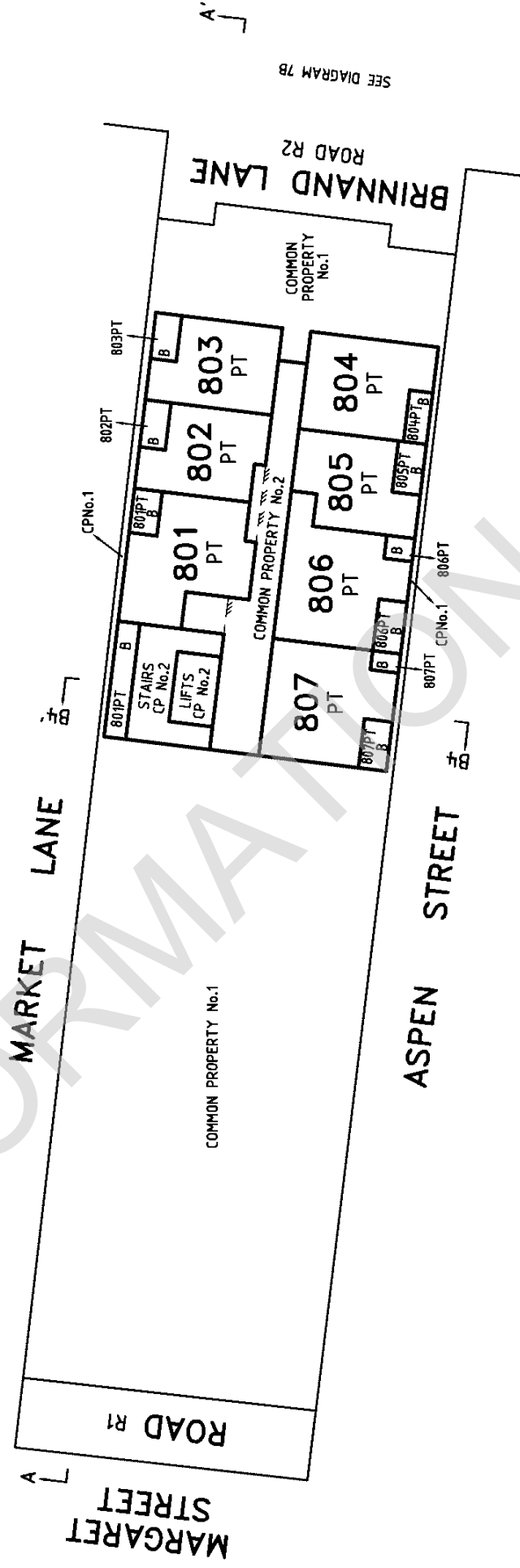
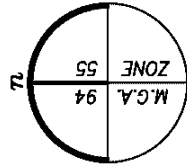
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LEVEL 8
DIAGRAM 15

ORIGINAL SHEET SIZE A3
SHEET 75



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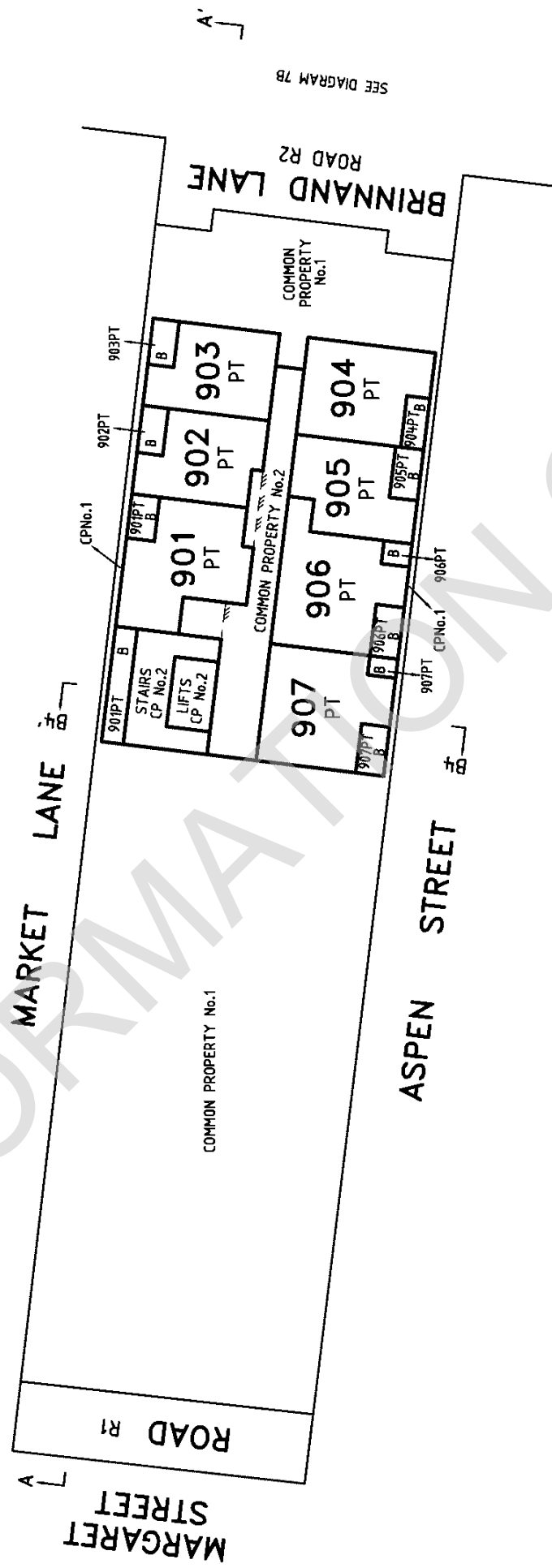
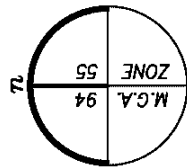
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LEVEL 9
DIAGRAM 16

ORIGINAL SHEET SIZE A3
SHEET 76

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR ANDREI FIJAN

DATE	REFERENCE	29959
VERSION	DRAWING	-

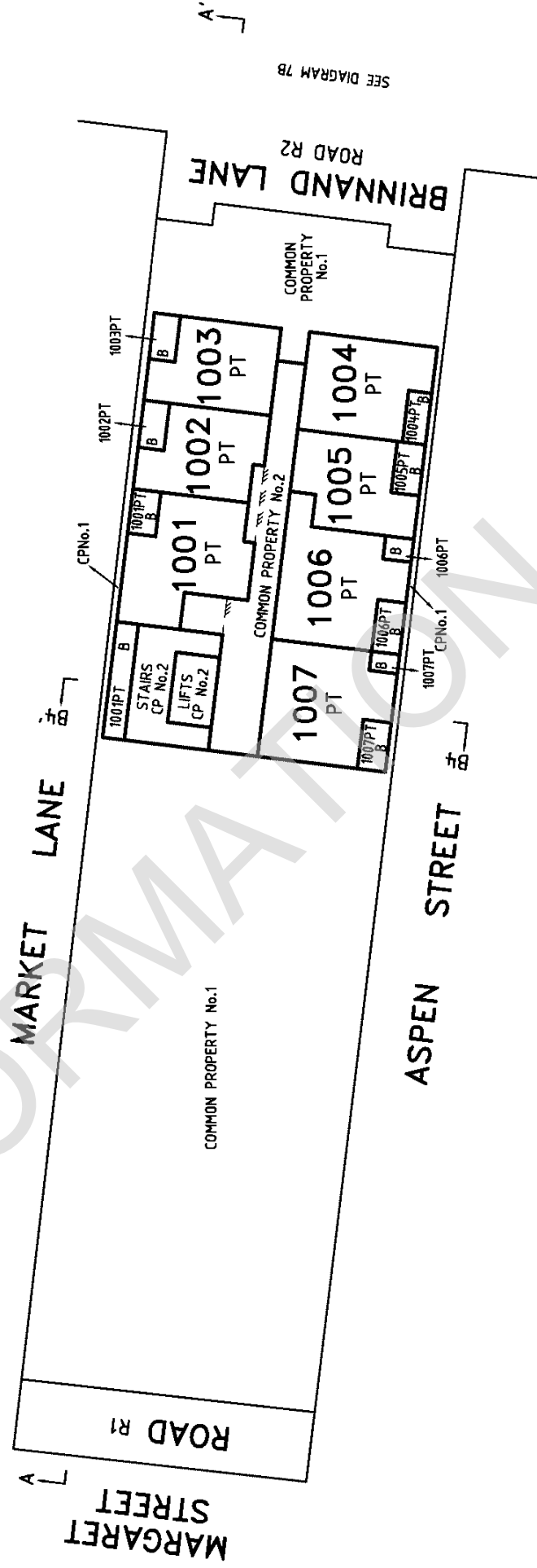
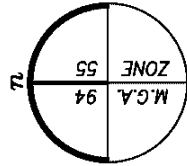


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PLAN OF SUBDIVISION

PS 738832M

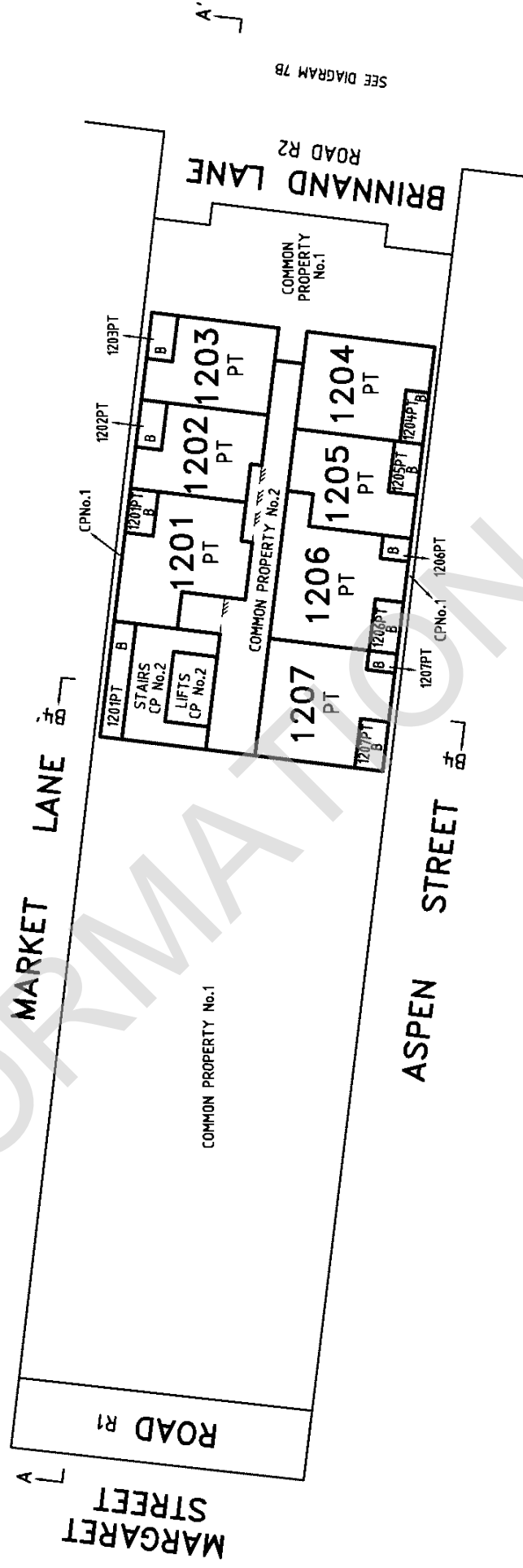
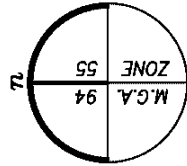


LEVEL 10
DIAGRAM 17

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	DATE REFERENCE 29959 VERSION - DRAWING -		SHEET 77	

PLAN OF SUBDIVISION

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LEVEL 12
DIAGRAM 19



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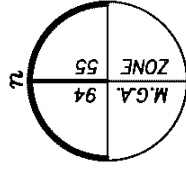
LICENSED SURVEYOR ANDREI FIJAN

DATE _____
VERSION - _____
REFERENCE 29959
DRAWING - _____

SCALE	ORIGINAL SHEET SIZE A3
1:300	SHEET 79

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 7B

SEE DIAGRAM 11B

SEE DIAGRAM 11C

ASPEN STREET

ROAD R2

SITE BOUNDARY

ASPEN STREET

HALL STREET

LEVEL 4
DIAGRAM 11A

REFER TO SHEET 2 FOR EASEMENT DETAILS

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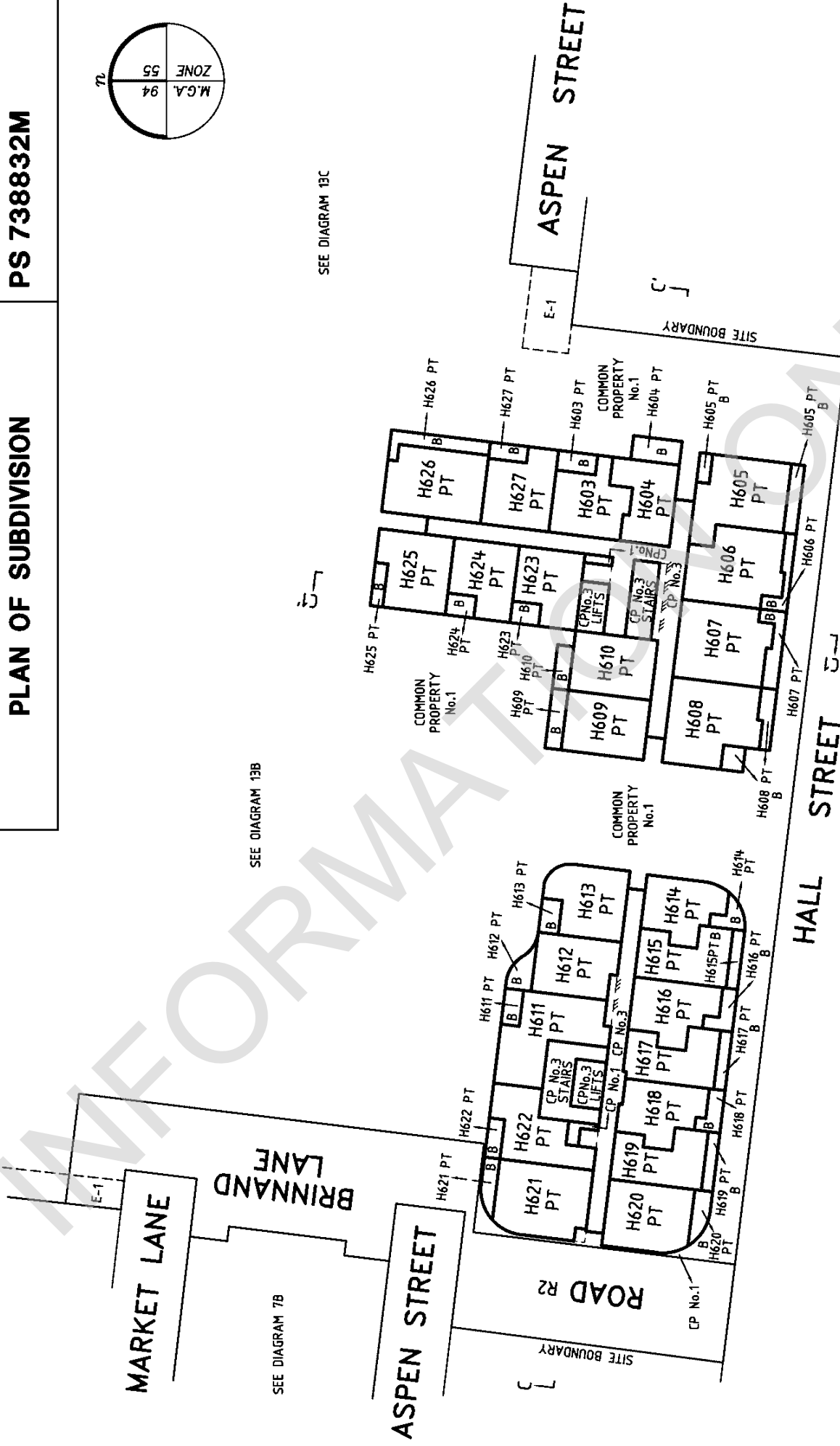
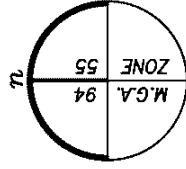
LENGTHS ARE IN METRES

SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET B3

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 13B

SEE DIAGRAM 13C

LEVEL 6
DIAGRAM 13A

REFER TO SHEET 2 FOR EASEMENT DETAILS

LICENSED SURVEYOR ANDREI FIJAN

SCALE	ORIGINAL SHEET SIZE A3
1:400	SHEET 85



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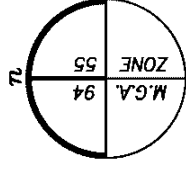
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PLAN OF SUBDIVISION

PS 738832M



MARKET LANE

BRINNAND
LANE

ASPEN STREET

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 8
DIAGRAM 15A

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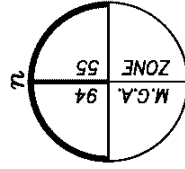
4 0 8
LENGTHS ARE IN METRES

SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET 87

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 7B

BRINNAND
LANE

SEE DIAGRAM 17B

SEE DIAGRAM 17C

ASPEN STREET

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 10
DIAGRAM 17A

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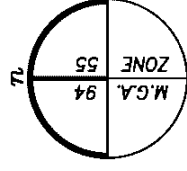
SCALE
1:400

0 8
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SHEET R9

PLAN OF SUBDIVISION

PS 738832M



MARKET LANE

BRINNAND
LANE

ASPEN STREET

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 13
DIAGRAM 20A

REFER TO SHEET 2 FOR EASEMENT DETAILS

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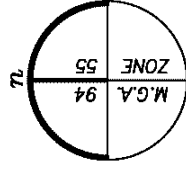
LENGTHS ARE IN METRES

SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET 92

PLAN OF SUBDIVISION

PS 738832M



MARKET LANE

BRINNAND
LANE

ASPEN STREET

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 14
DIAGRAM 21A

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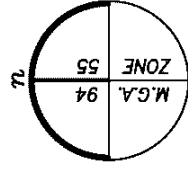
DATE	REFERENCE	29959
VERSION	DRAWING	-

LENGTHS ARE IN METRES

SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET 93

PLAN OF SUBDIVISION



MARKET LANE

BRINNAND
LANE

ASPEN STREET

SEE DIAGRAM 22C

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 15
DIAGRAM 22A

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LICENSED SURVEYOR ANDREI FIJAN

DATE	VERSION	REFERENCE	29959
	-	DRAWING	-

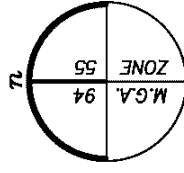
veris

SCALE
1:400

0 8
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SHEET 94

PLAN OF SUBDIVISION



MARKET LANE

BRINNAND
LANE

ASPEN STREET

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 16
DIAGRAM 23A

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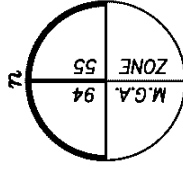
LENGTHS ARE IN METRES

SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET 95

PLAN OF SUBDIVISION

PS 738832M



MARKET LANE

BRINNAND
LANE

ASPEN STREET

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 17
DIAGRAM 24A

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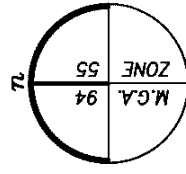
SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET 96

LENGTHS ARE IN METRES

PLAN OF SUBDIVISION

PS 738832M



MARKET LANE

BRINNAND
LANE

ASPEN STREET

ROAD R2

ASPEN STREET

HALL STREET

LEVEL 18
DIAGRAM 25A

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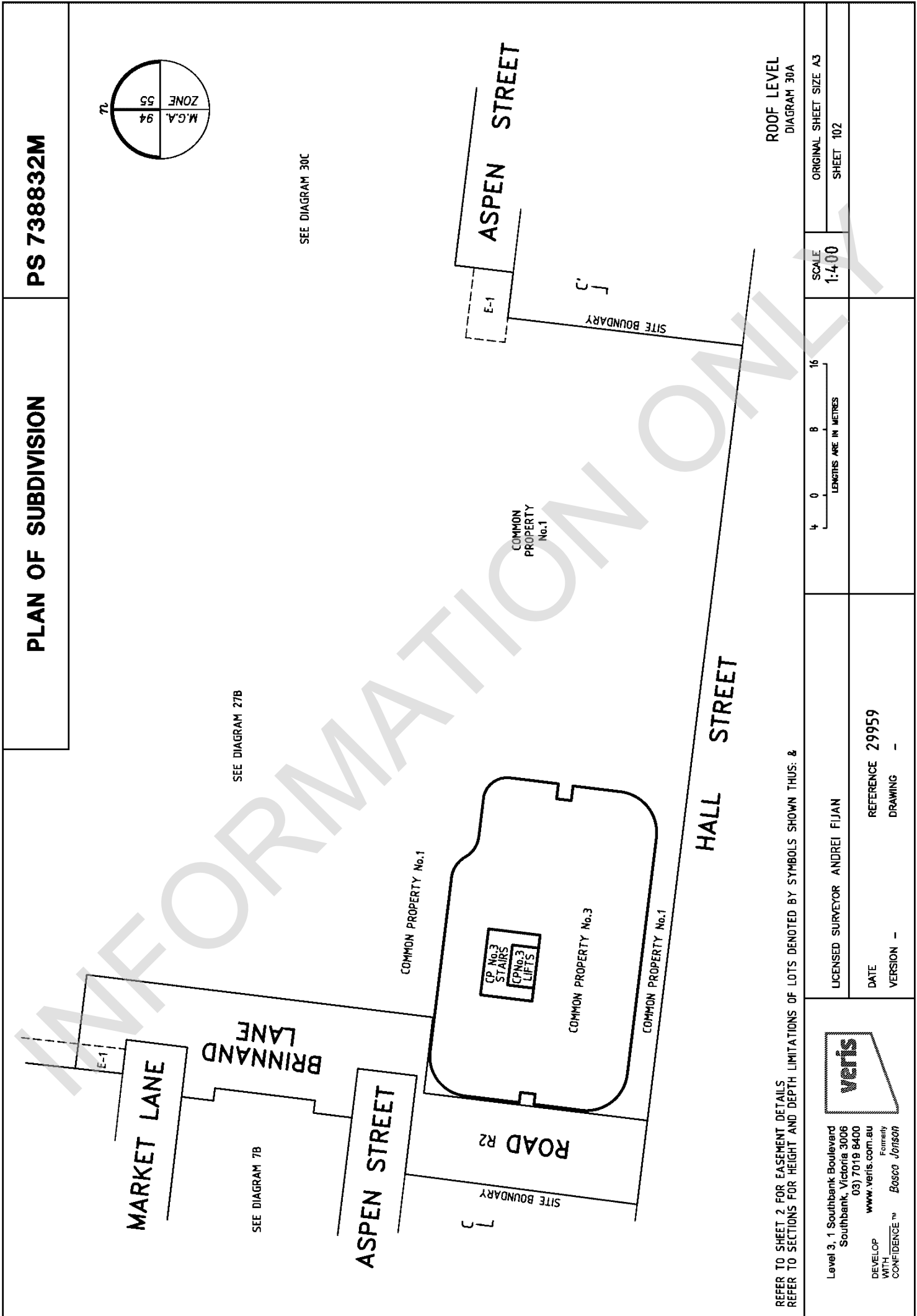
LICENSED SURVEYOR ANDREI FIJAN

DATE	REFERENCE	29959
VERSION	DRAWING	-

LENGTHS ARE IN METRES

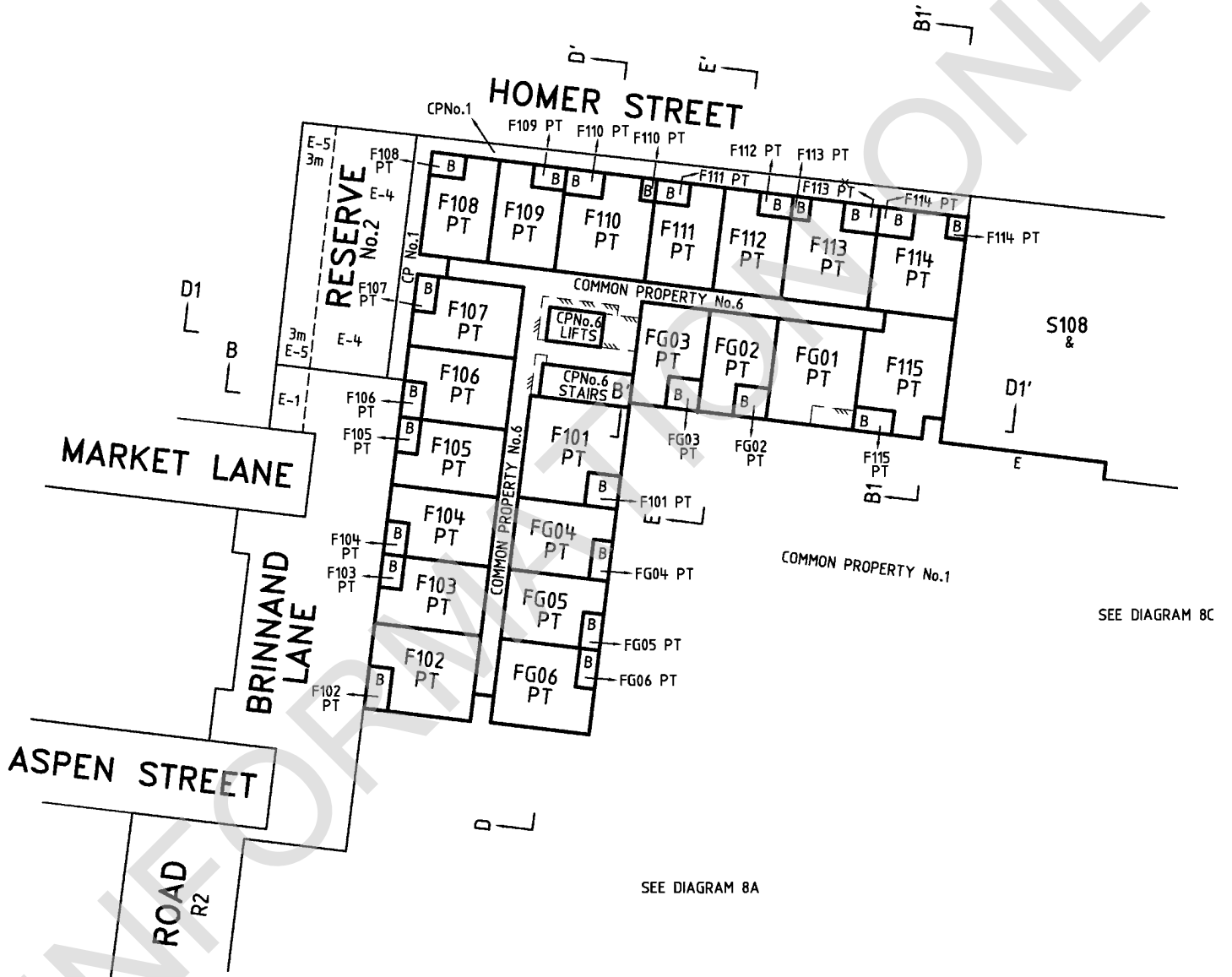
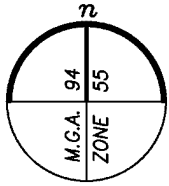
SCALE
1:400

ORIGINAL SHEET SIZE A3
SHEET 97



PLAN OF SUBDIVISION

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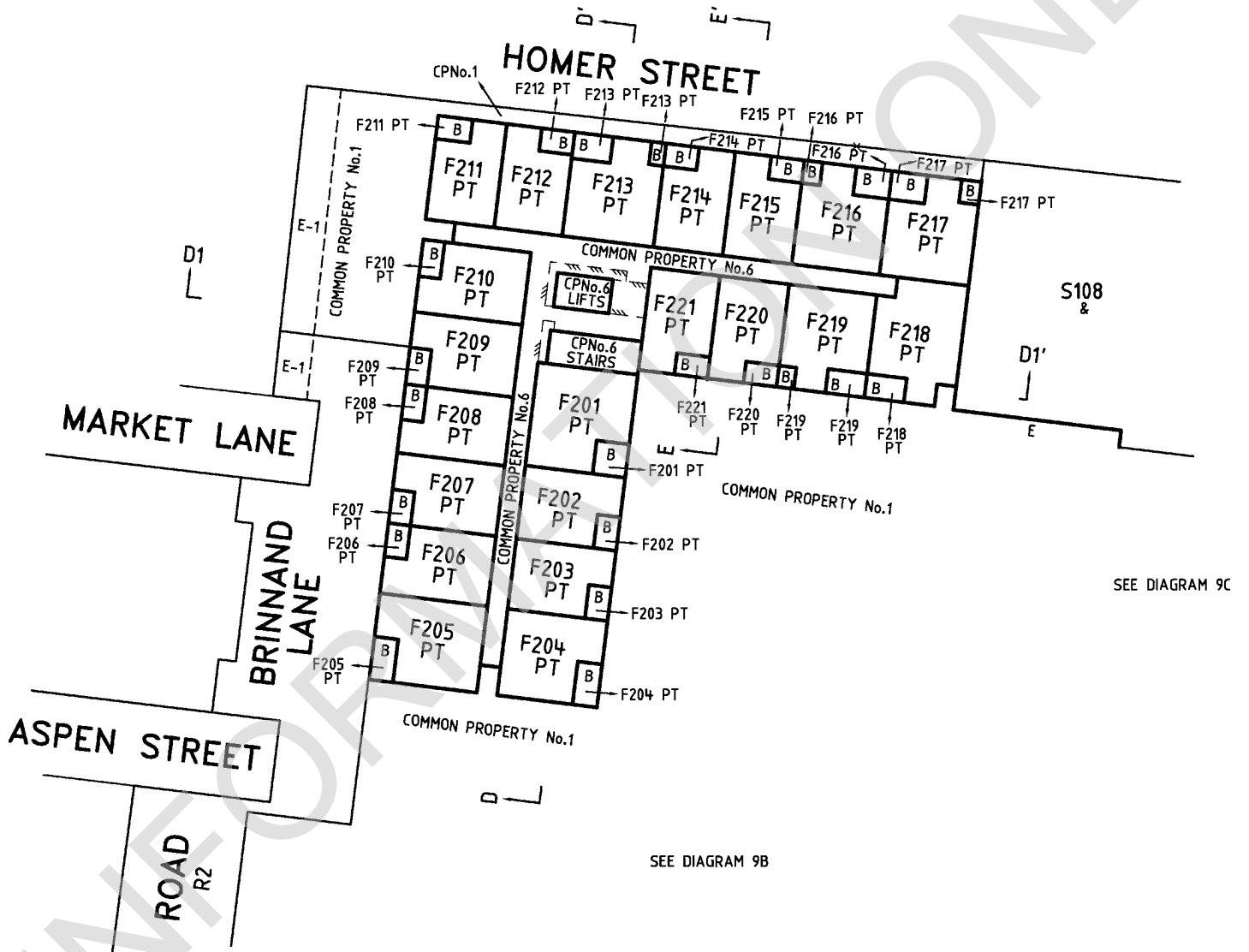
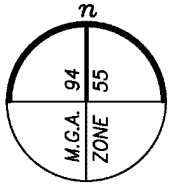
REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 1
DIAGRAM 8B

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PLAN OF SUBDIVISION

PS 738832M



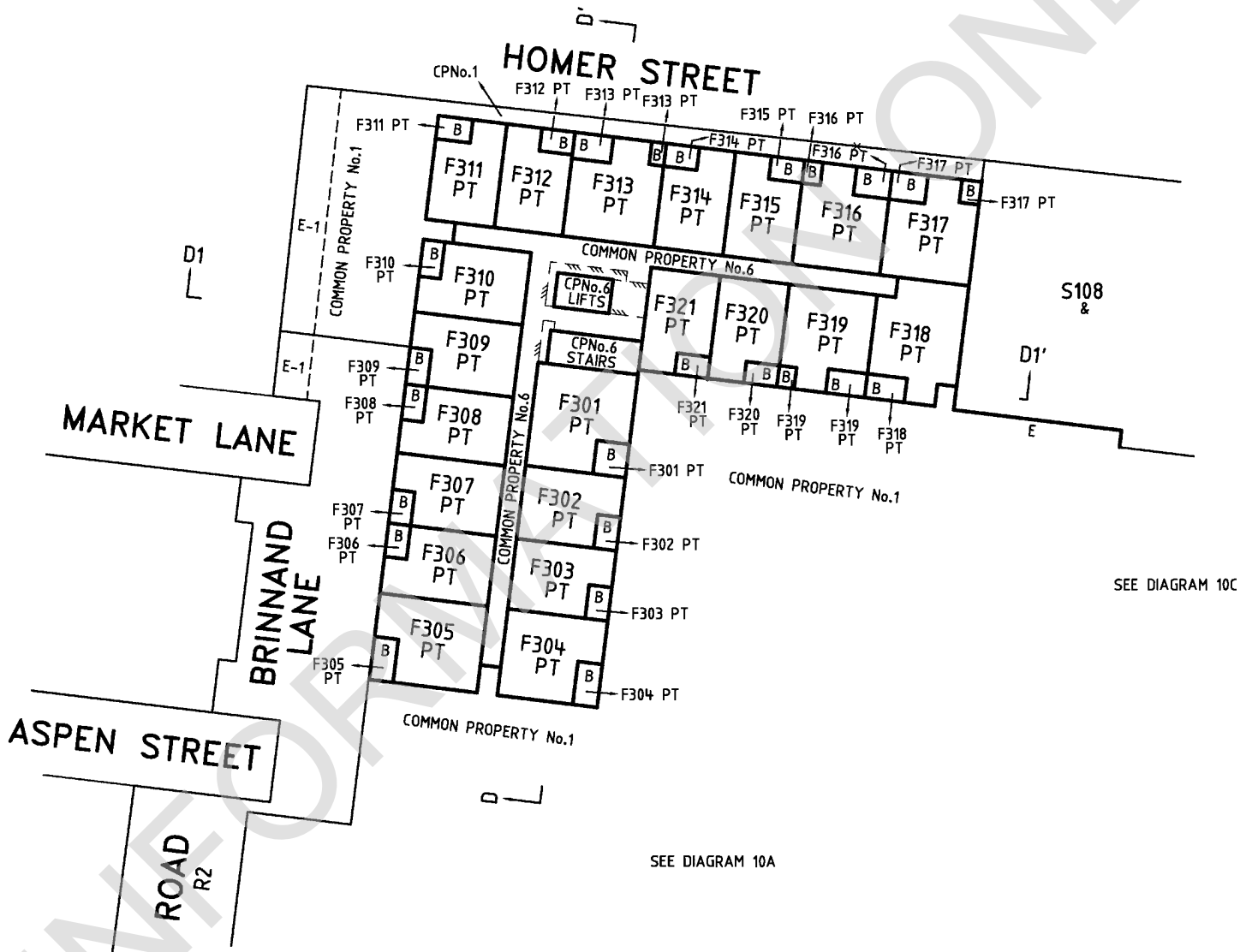
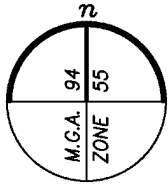
LEVEL 2
DIAGRAM 9B

REFER TO SHEET 2 FOR EASEMENT DETAILS
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PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 10C

SEE DIAGRAM 10A

LEVEL 3
DIAGRAM 10B

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SCALE
1:400

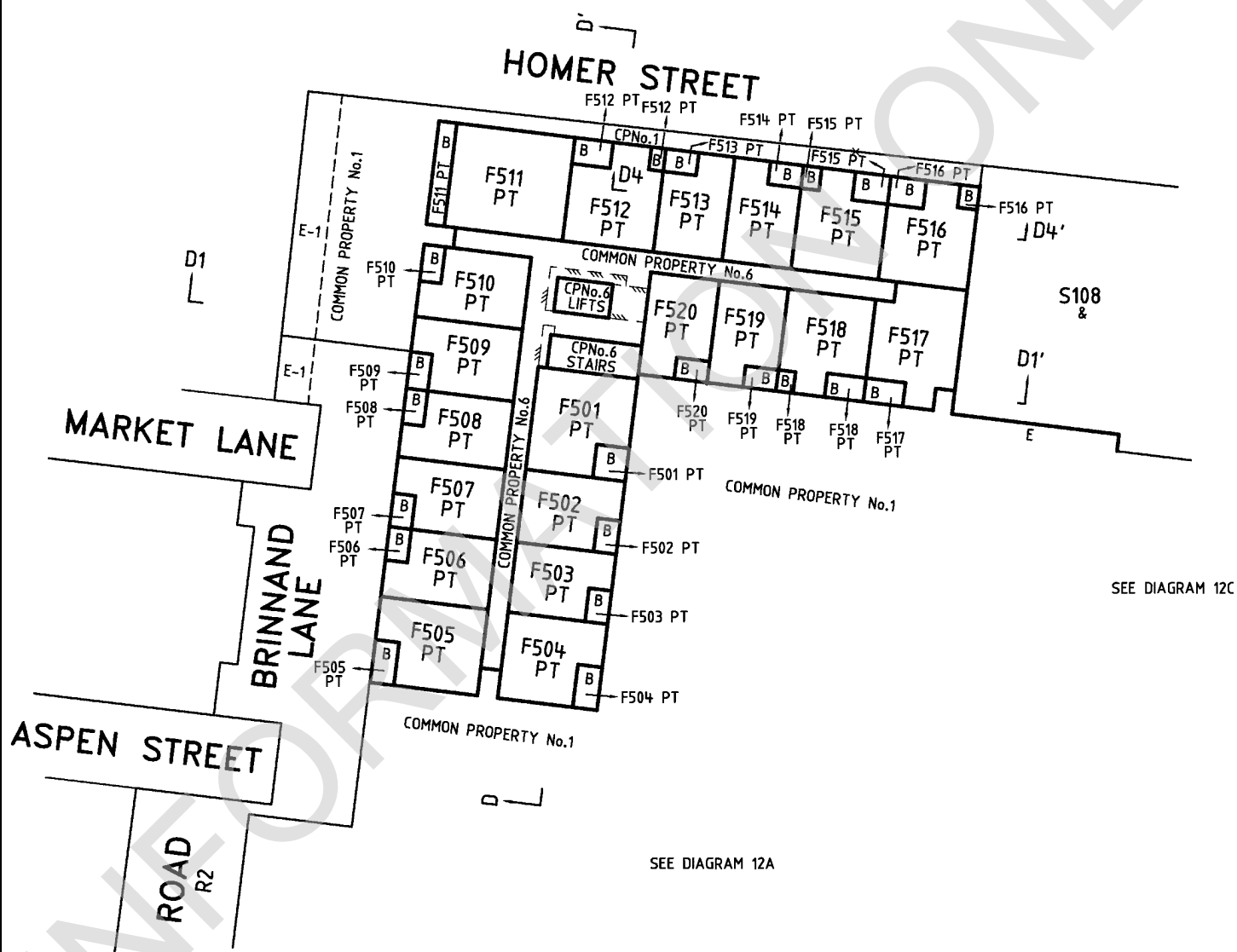
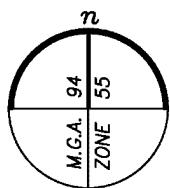
4 0 8 16
LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 105

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 12C

SEE DIAGRAM 12A

LEVEL 5
DIAGRAM 12B

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SCALE
1:400

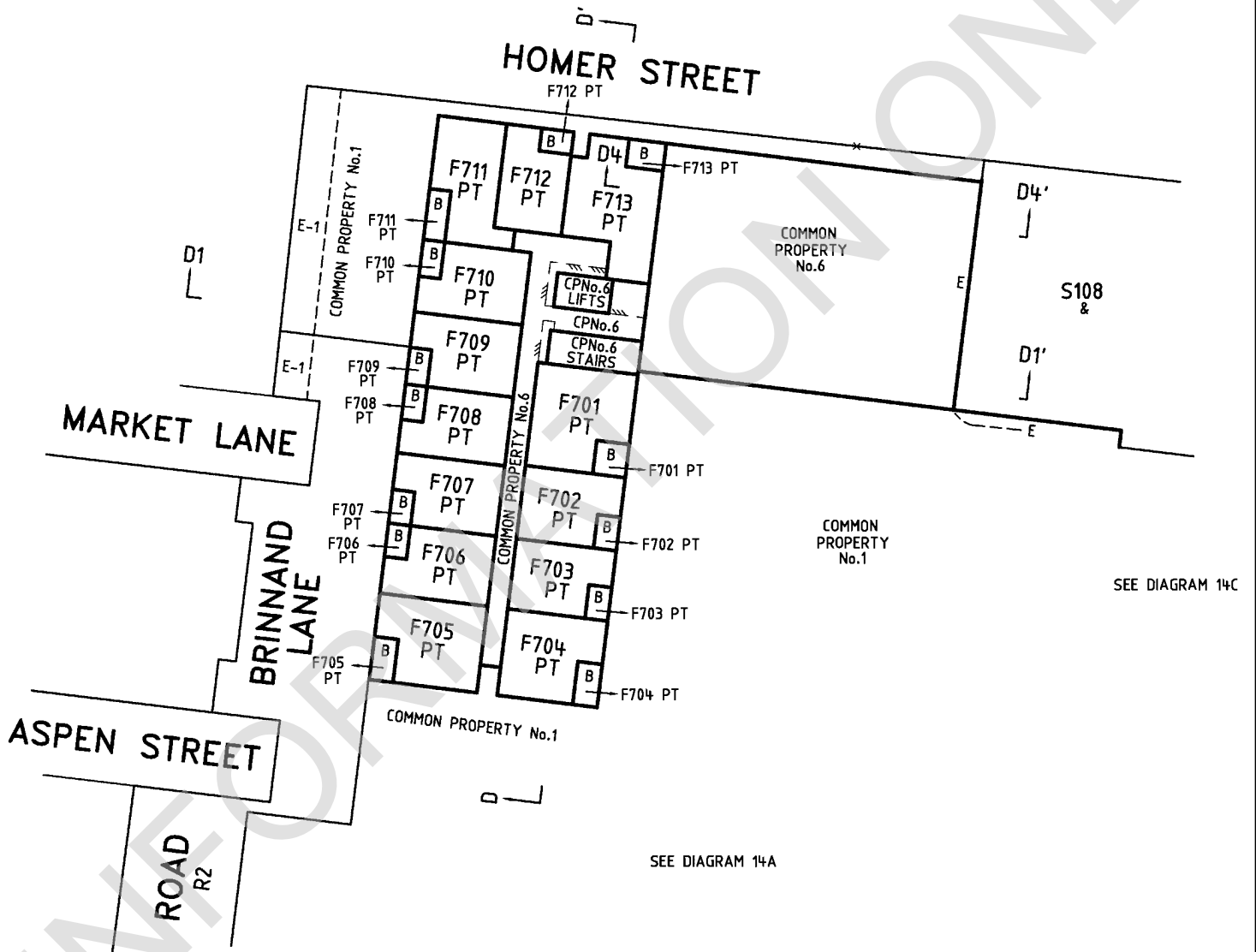
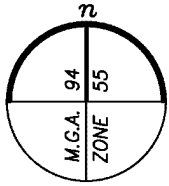
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LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 107

PLAN OF SUBDIVISION

PS 738832M

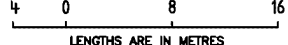


SEE DIAGRAM 14C

SEE DIAGRAM 14A

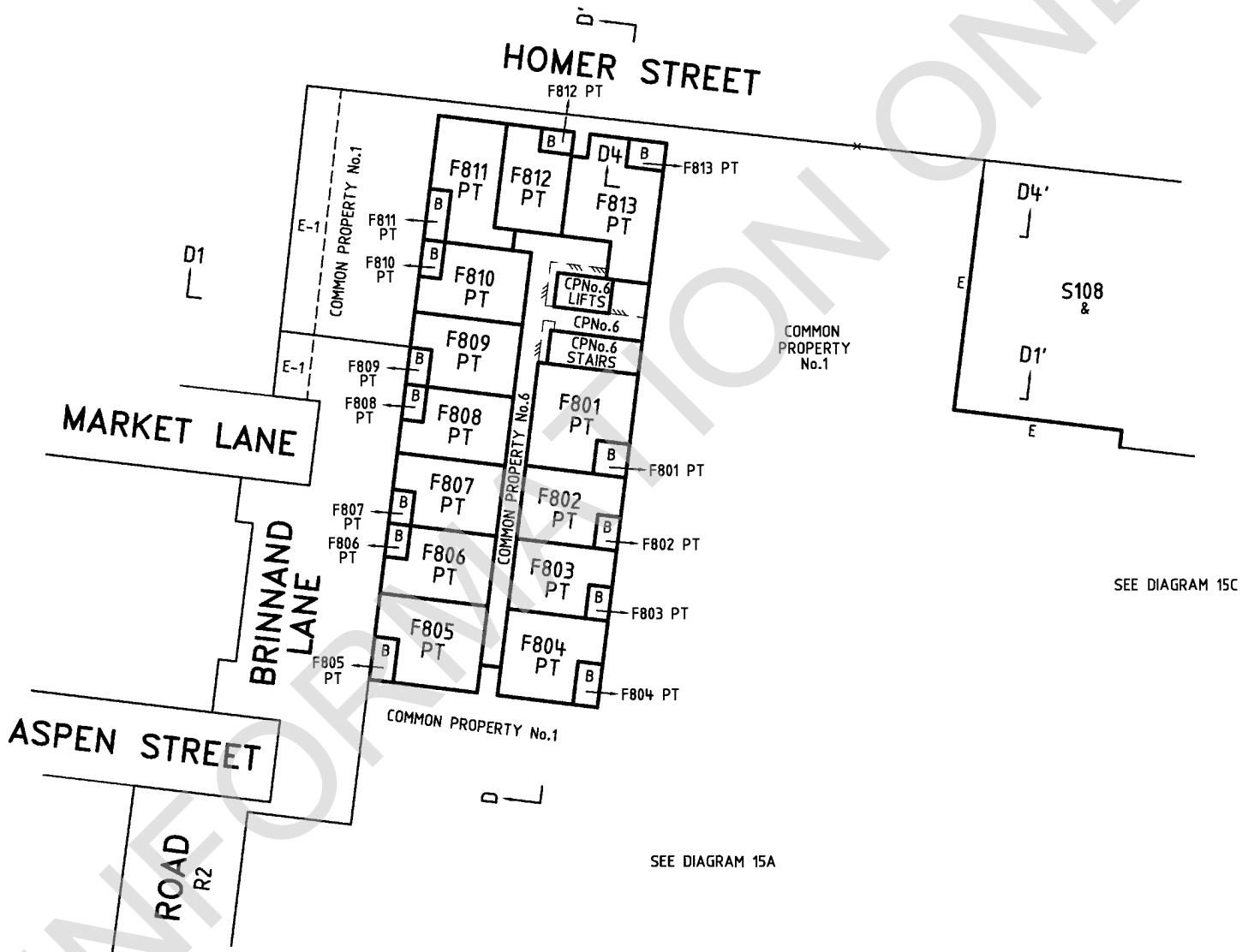
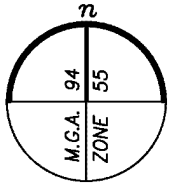
LEVEL 7
DIAGRAM 14B

REFER TO SHEET 2 FOR EASEMENT DETAILS
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	DATE		REFERENCE 29959	
	VERSION -		DRAWING -	ORIGINAL SHEET SIZE A3 SHEET 109

PLAN OF SUBDIVISION

PS 738832M



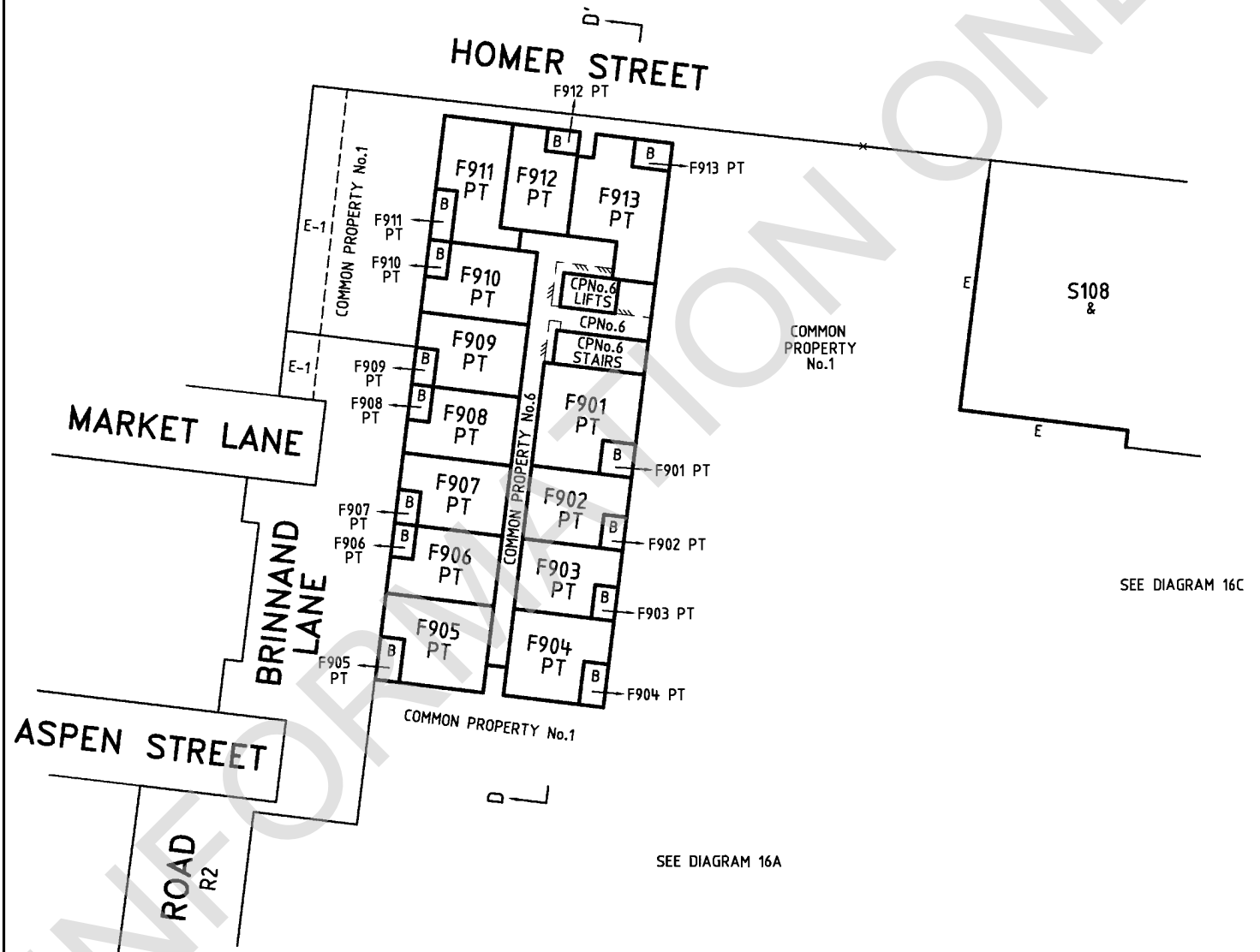
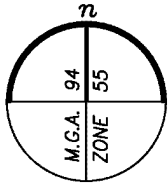
LEVEL 8
DIAGRAM 15B

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	DATE VERSION -	REFERENCE 29959 DRAWING -	ORIGINAL SHEET SIZE A3
			SHEET 110

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 16C

SEE DIAGRAM 16A

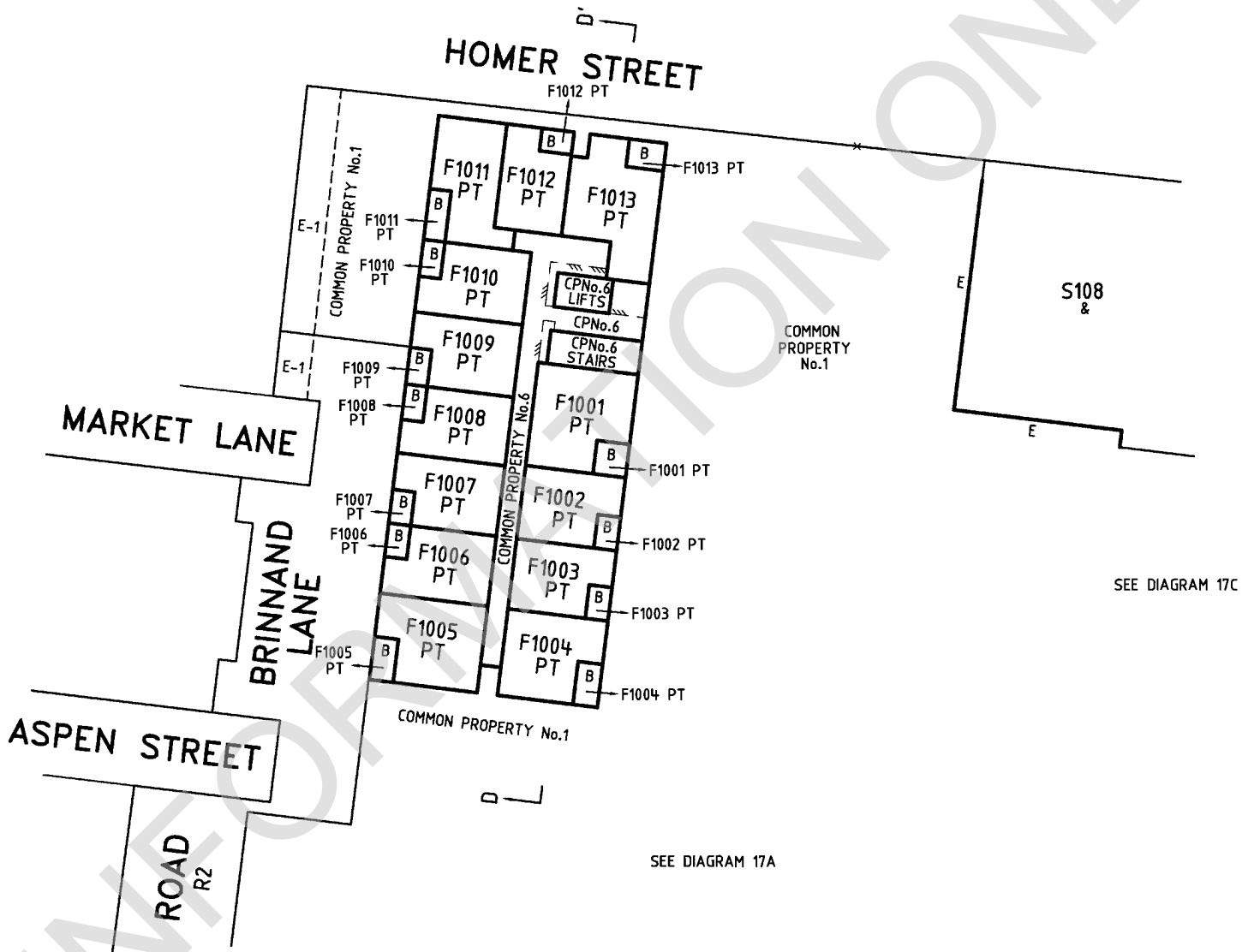
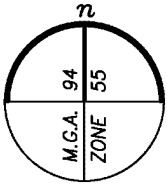
LEVEL 9
DIAGRAM 16B

REFER TO SHEET 2 FOR EASEMENT DETAILS
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	DATE VERSION -	REFERENCE 29959 DRAWING -	ORIGINAL SHEET SIZE A3
			SHEET 111

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

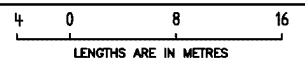
LEVEL 10
DIAGRAM 17B

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

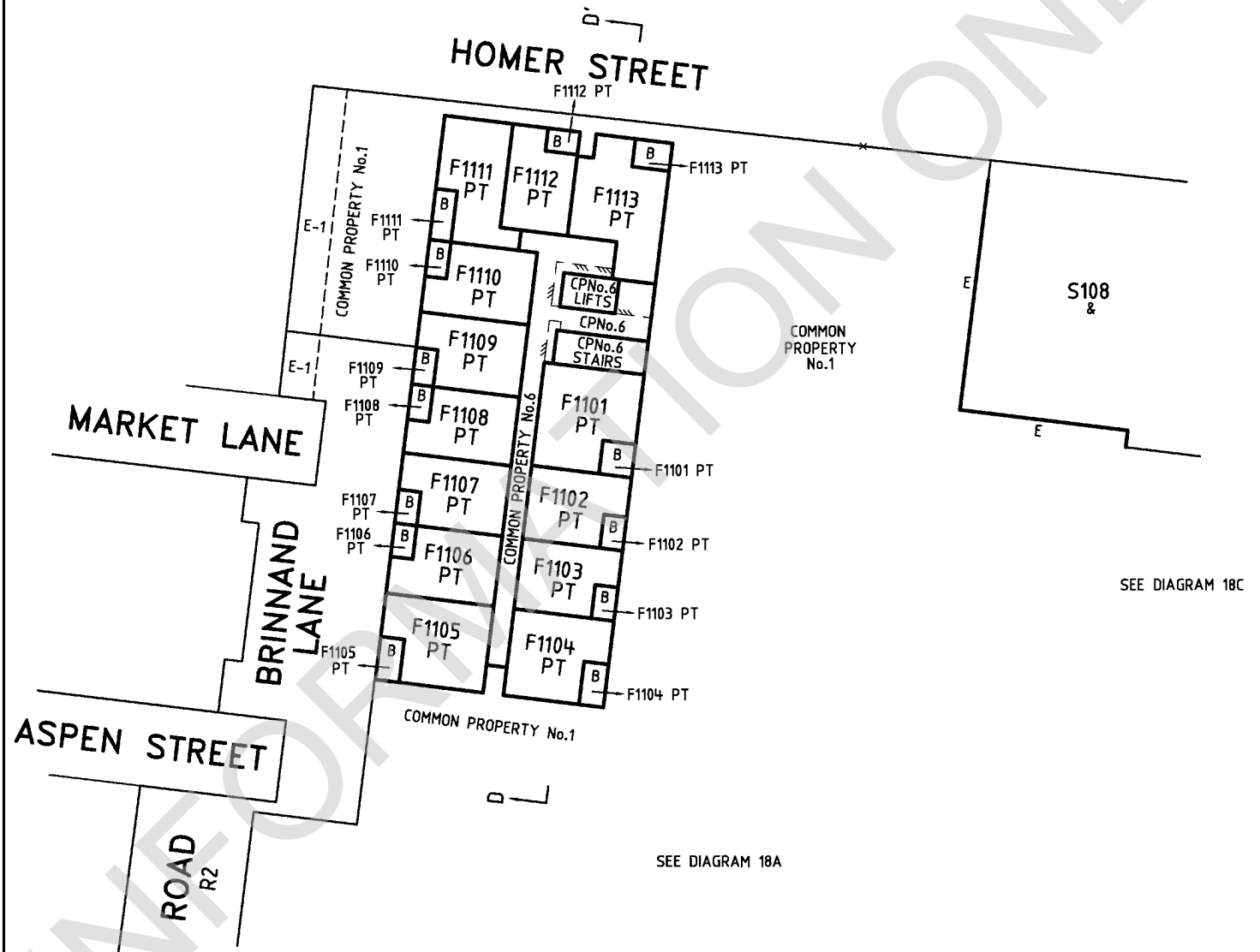
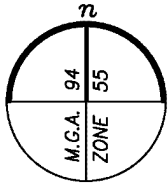


DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 112

PLAN OF SUBDIVISION

PS 738832M

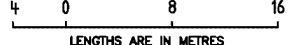


SEE DIAGRAM 18C

SEE DIAGRAM 18A

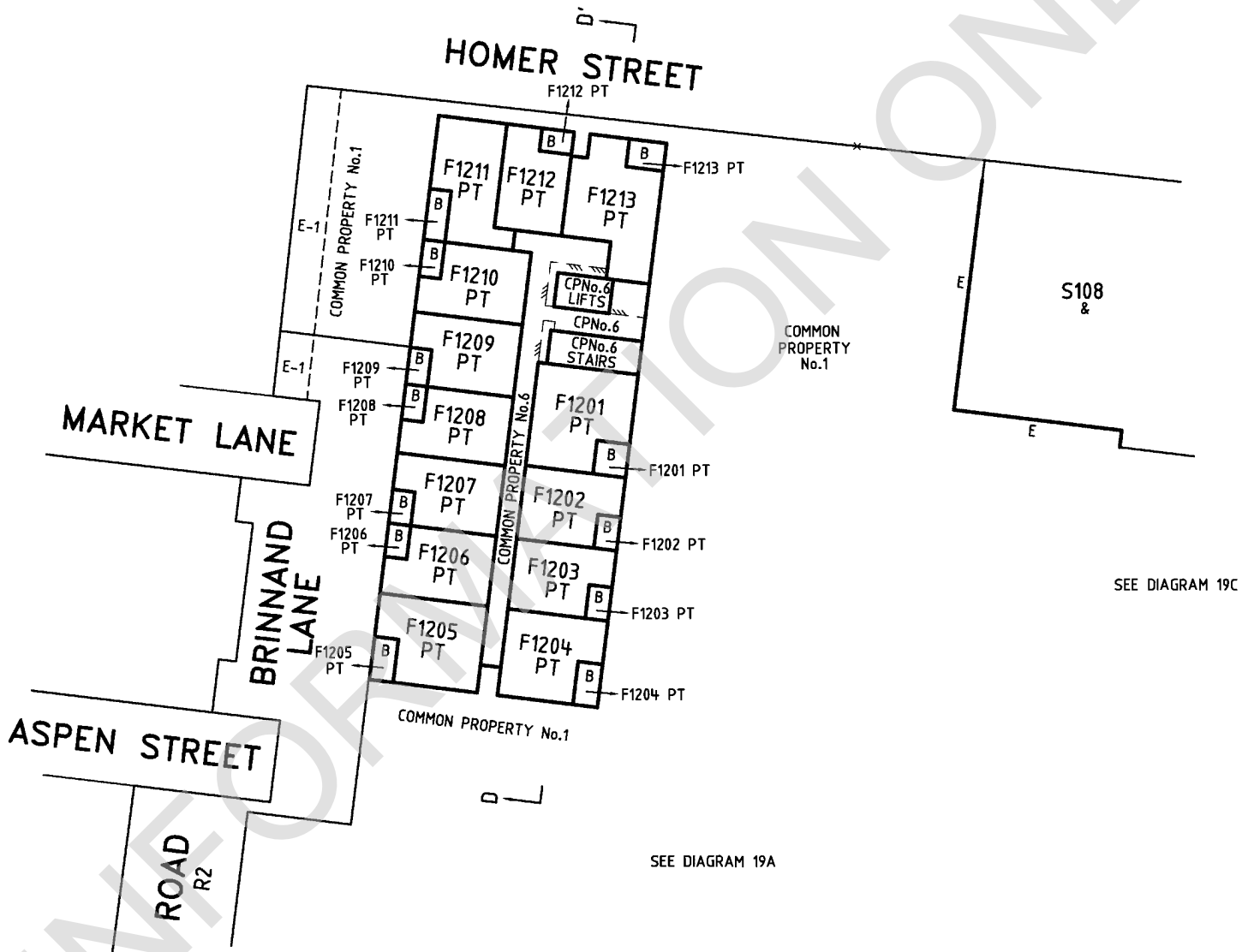
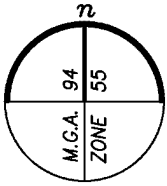
LEVEL 11
DIAGRAM 18B

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PLAN OF SUBDIVISION

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LEVEL 12
DIAGRAM 19B

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

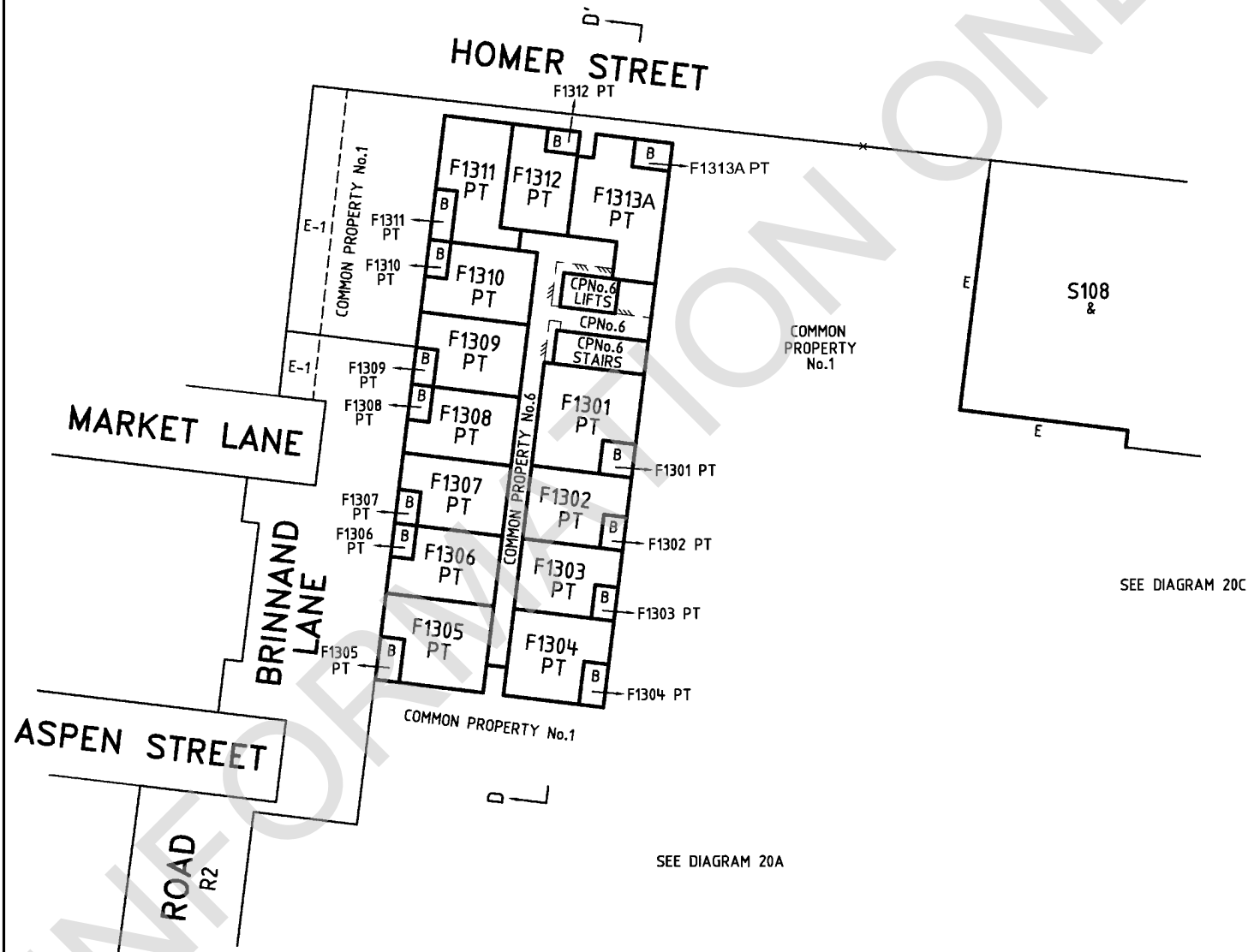
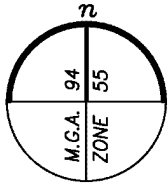
4 0 8 16
LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 114

PLAN OF SUBDIVISION

PS 738832M



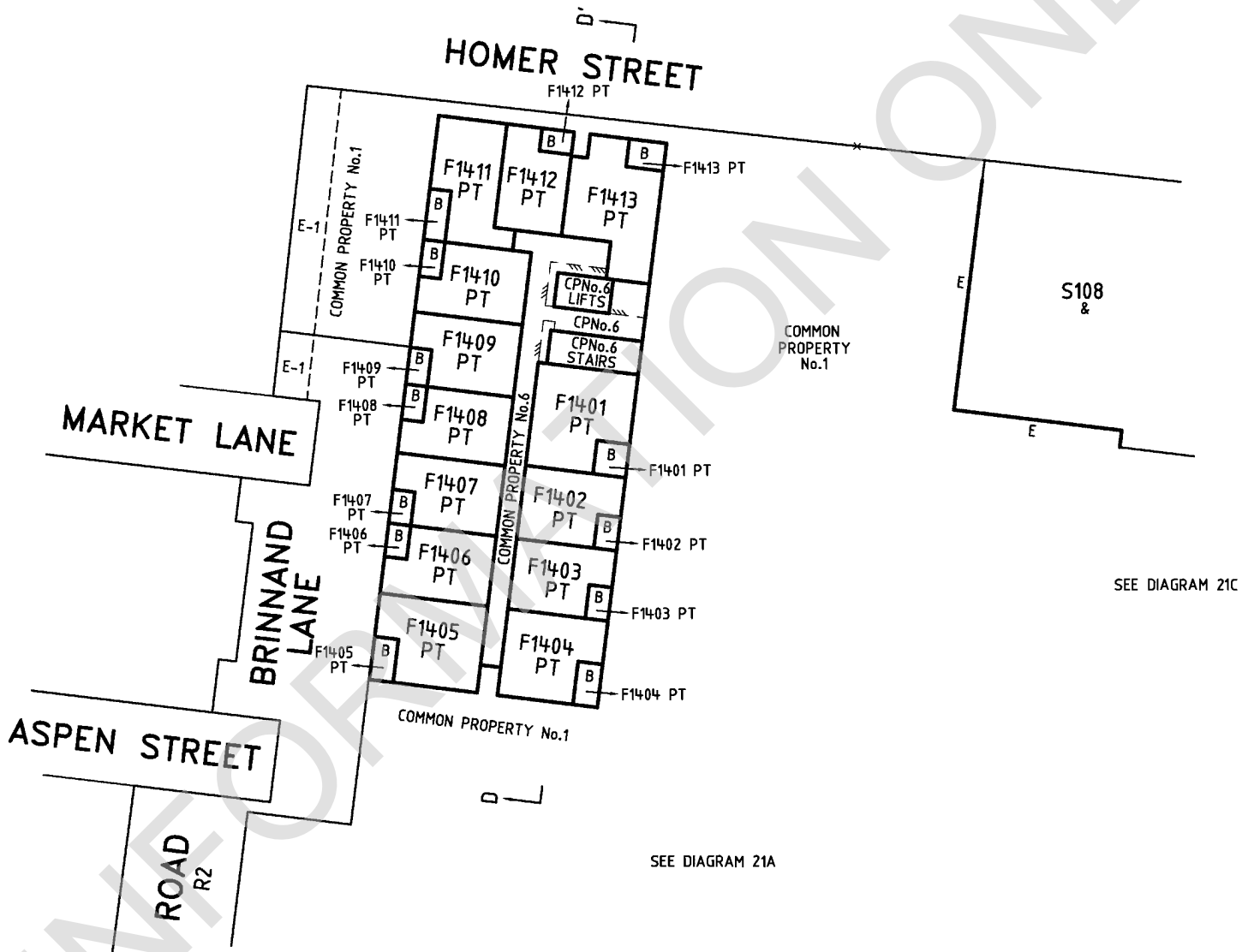
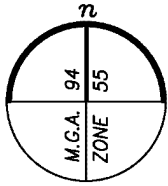
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REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

LEVEL 13
DIAGRAM 20B

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ Formerly <i>Bosco Jonson</i>	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:400	40816 LENGTHS ARE IN METRES
	DATE	REFERENCE 29959	ORIGINAL SHEET SIZE A3
	VERSION -	DRAWING -	SHEET 115

PLAN OF SUBDIVISION

PS 738832M



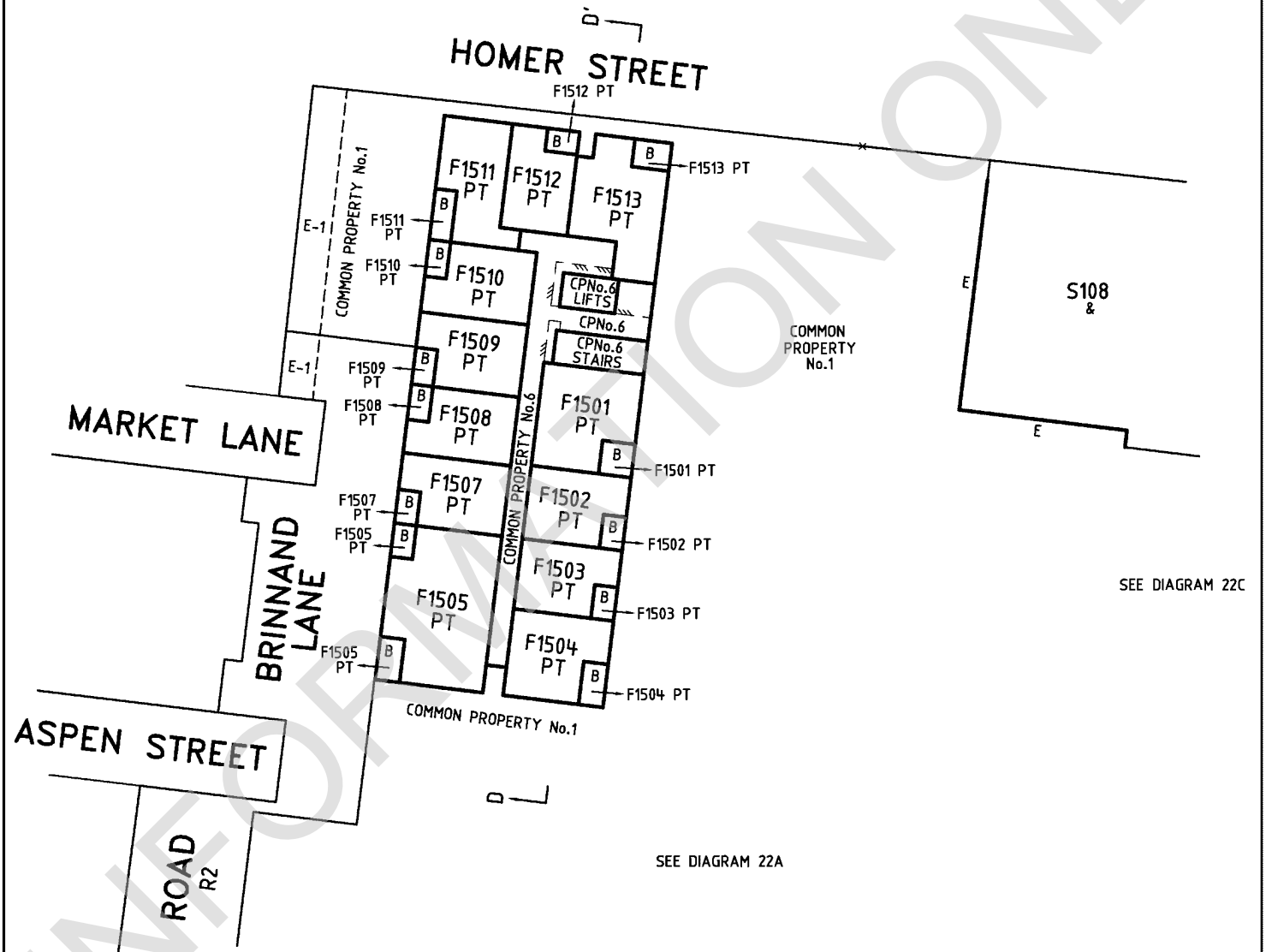
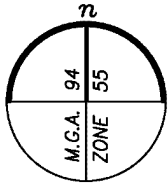
LEVEL 14
DIAGRAM 21B

REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ Formerly <i>Bosco Jonson</i> 	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:400	4 0 8 16 LENGTHS ARE IN METRES
	DATE VERSION -	REFERENCE 29959 DRAWING -	ORIGINAL SHEET SIZE A3
			SHEET 116

PLAN OF SUBDIVISION

PS 738832M



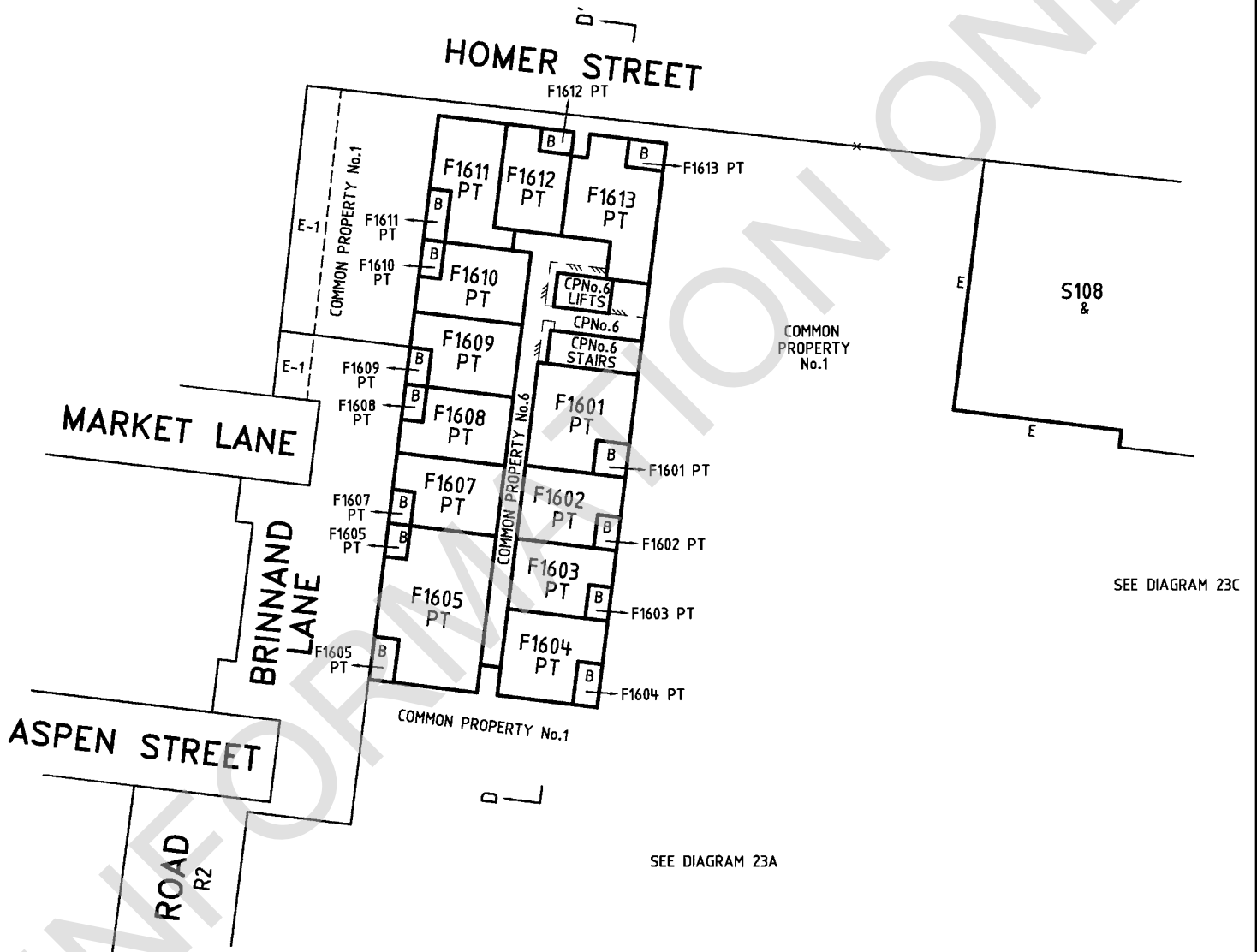
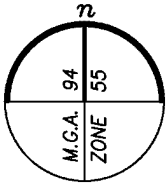
REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

LEVEL 15
DIAGRAM 22B

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ Formerly <i>Bosco Jonson</i> 	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:400	4 0 8 16 LENGTHS ARE IN METRES
	DATE VERSION -	REFERENCE 29959 DRAWING -	ORIGINAL SHEET SIZE A3
			SHEET 117

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 16
DIAGRAM 23B

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

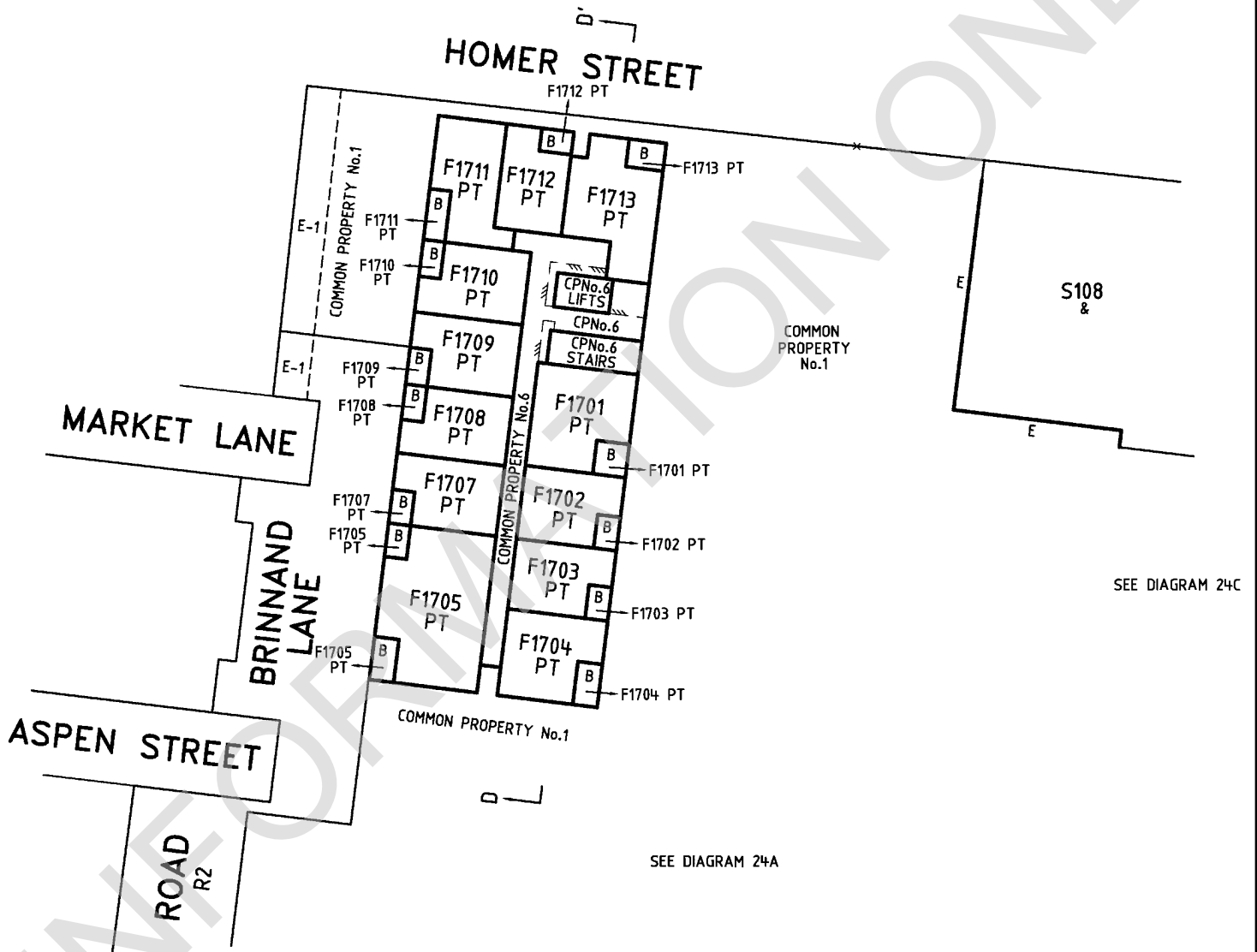
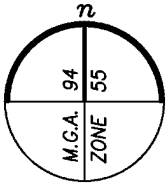
4 0 8 16
LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 118

PLAN OF SUBDIVISION

PS 738832M



LEVEL 17
DIAGRAM 24B

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

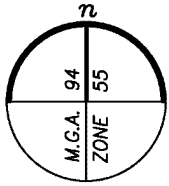
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LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 119

PLAN OF SUBDIVISION

PS 738832M



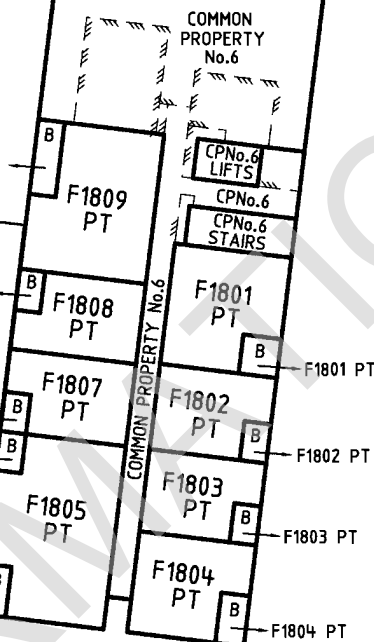
HOMER STREET

MARKET LANE

BRINNAND LANE

ASPEN STREET

ROAD
R2



COMMON
PROPERTY
No.1

S108
&

SEE DIAGRAM 25C

SEE DIAGRAM 25A

LEVEL 18
DIAGRAM 25B

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

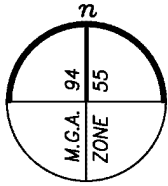
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LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 120

PLAN OF SUBDIVISION

PS 738832M



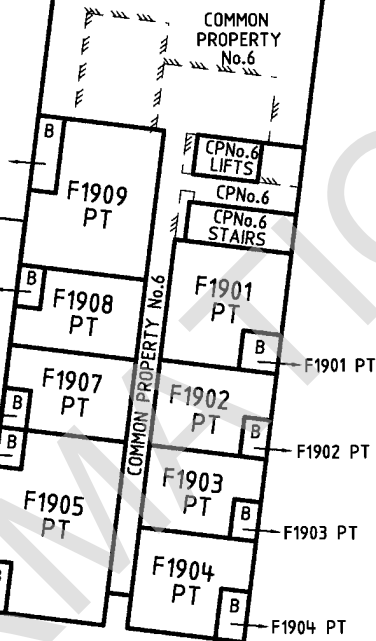
HOMER STREET

MARKET LANE

BRINNAND LANE

ASPEN STREET

ROAD
R2



COMMON
PROPERTY
No.1

S108
&

SEE DIAGRAM 26C

SEE DIAGRAM 26A

LEVEL 19
DIAGRAM 26B

REFER TO SHEET 2 FOR EASEMENT DETAILS
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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

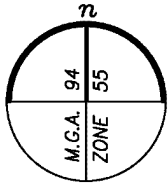
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LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 121

PLAN OF SUBDIVISION

PS 738832M



HOMER STREET

COMMON PROPERTY No.1

E-1

E-1

MARKET LANE

BRINNAND LANE

COMMON PROPERTY No.6

CPNo.6
LIFTS

CPNo.6
STAIRS

COMMON
PROPERTY
No.1

S108
&

SEE DIAGRAM 27C

ASPEN STREET

ROAD
R2

SEE DIAGRAM 27A

ROOF LEVEL
DIAGRAM 27B

REFER TO SHEET 2 FOR EASEMENT DETAILS
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LICENSED SURVEYOR ANDREI FIJAN

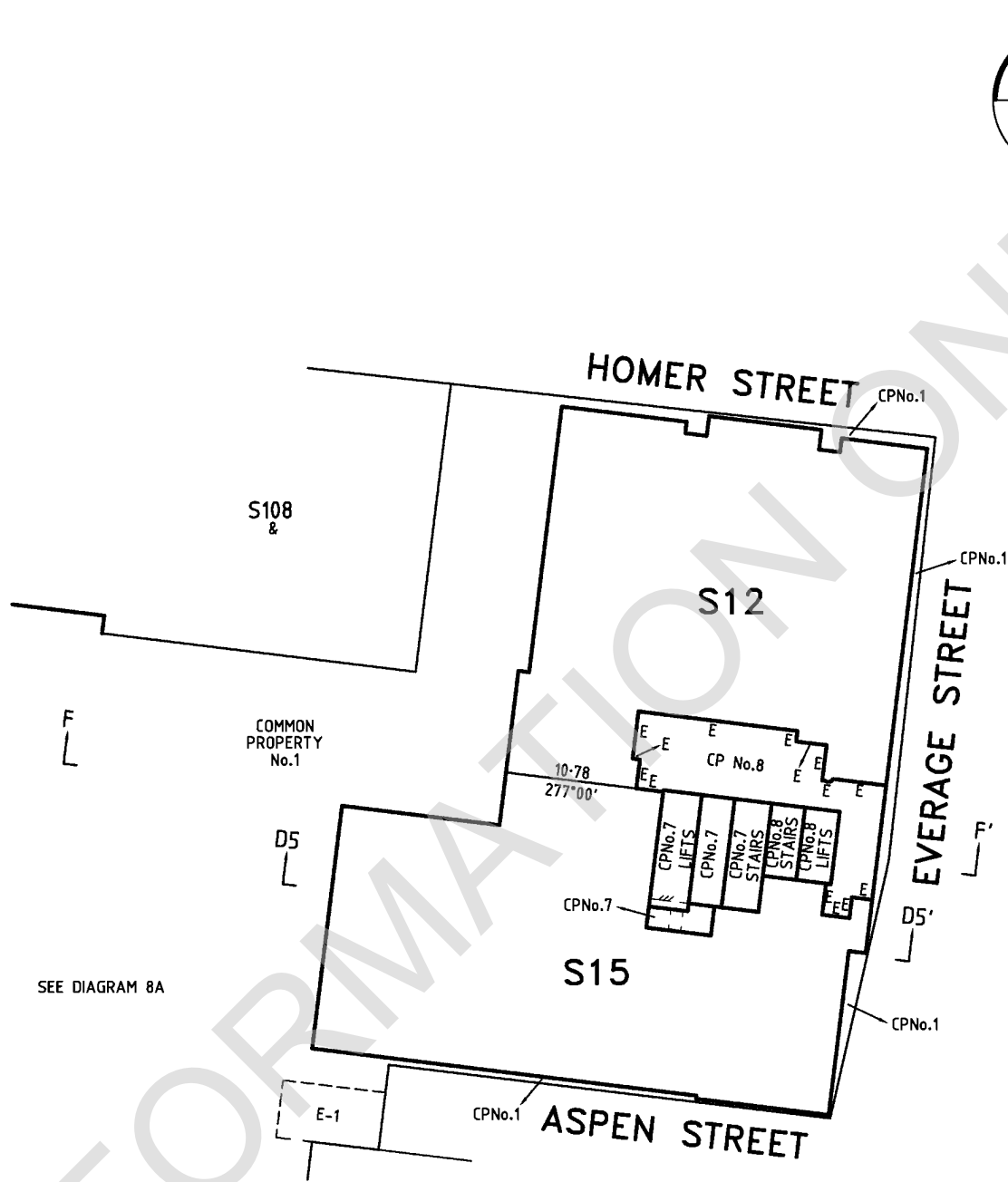
SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 122

PLAN OF SUBDIVISION	PS 738832M



SEE DIAGRAM 8A

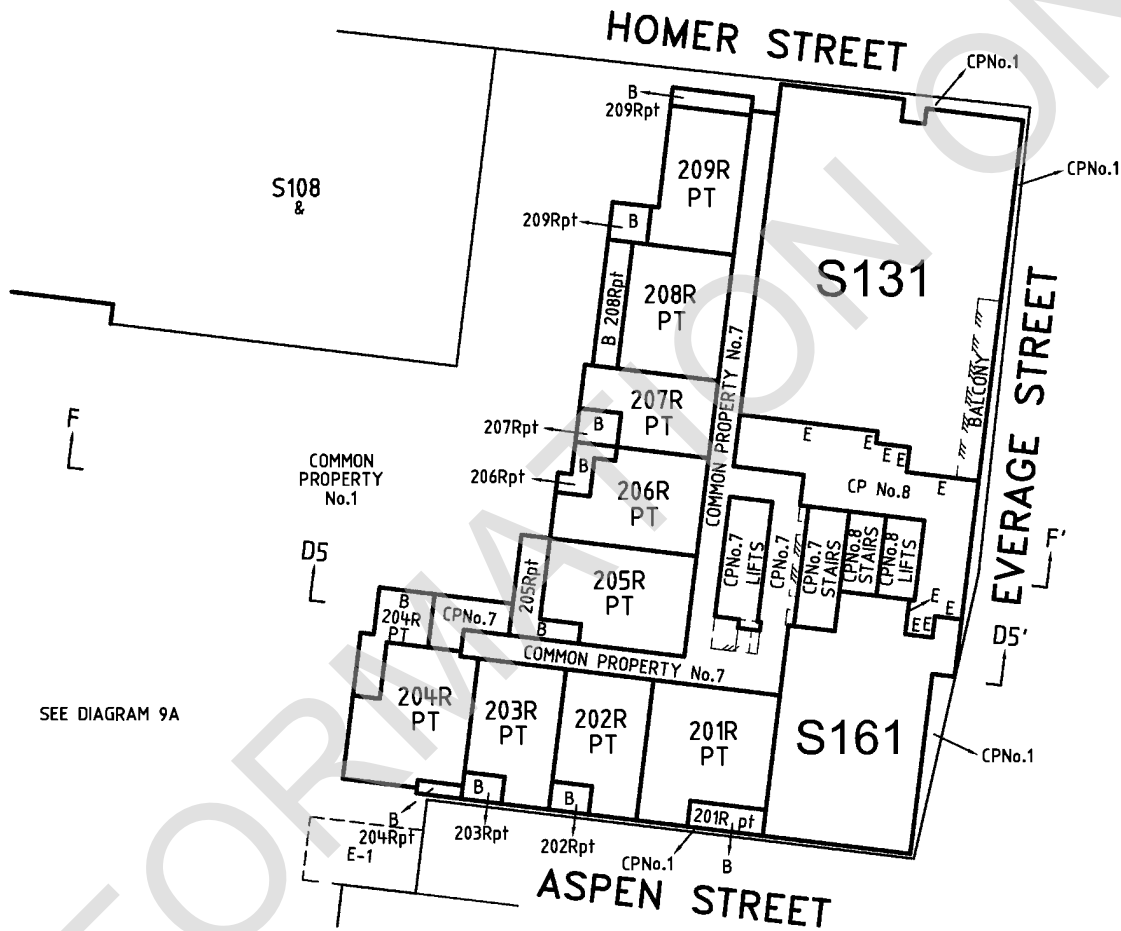
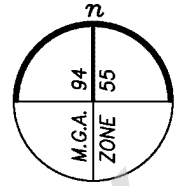
LEVEL 1
DIAGRAM 8C

REFER TO SHEET 2 FOR EASEMENT DETAILS
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	DATE	01/06/20	REFERENCE	29959073	ORIGINAL SHEET SIZE	A3
	VERSION	C	DRAWING	2995907BC	SHEET	123

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 9A

LEVEL 2
DIAGRAM 9C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

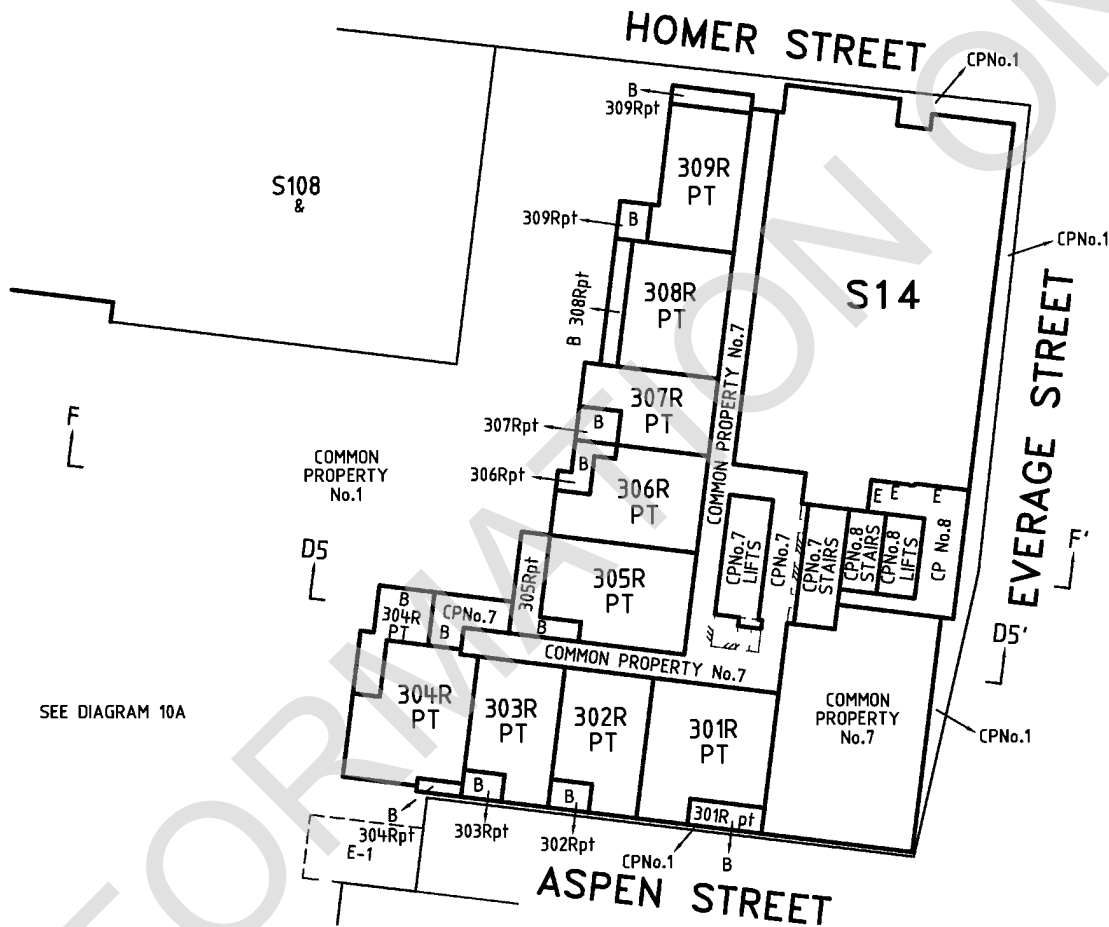
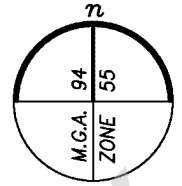
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 124

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 3
DIAGRAM 10C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

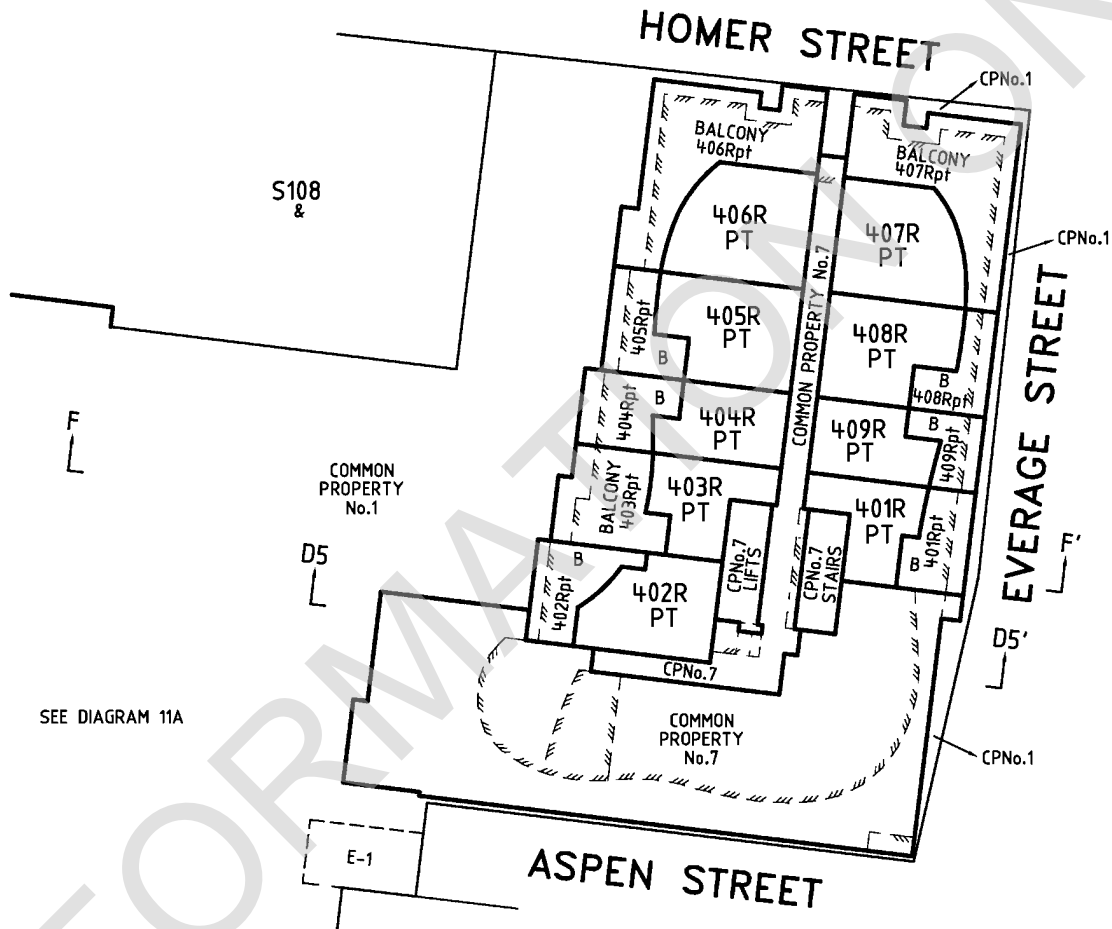
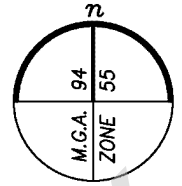
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 125

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

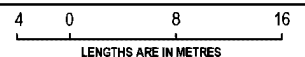
LEVEL 4
DIAGRAM 11C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400



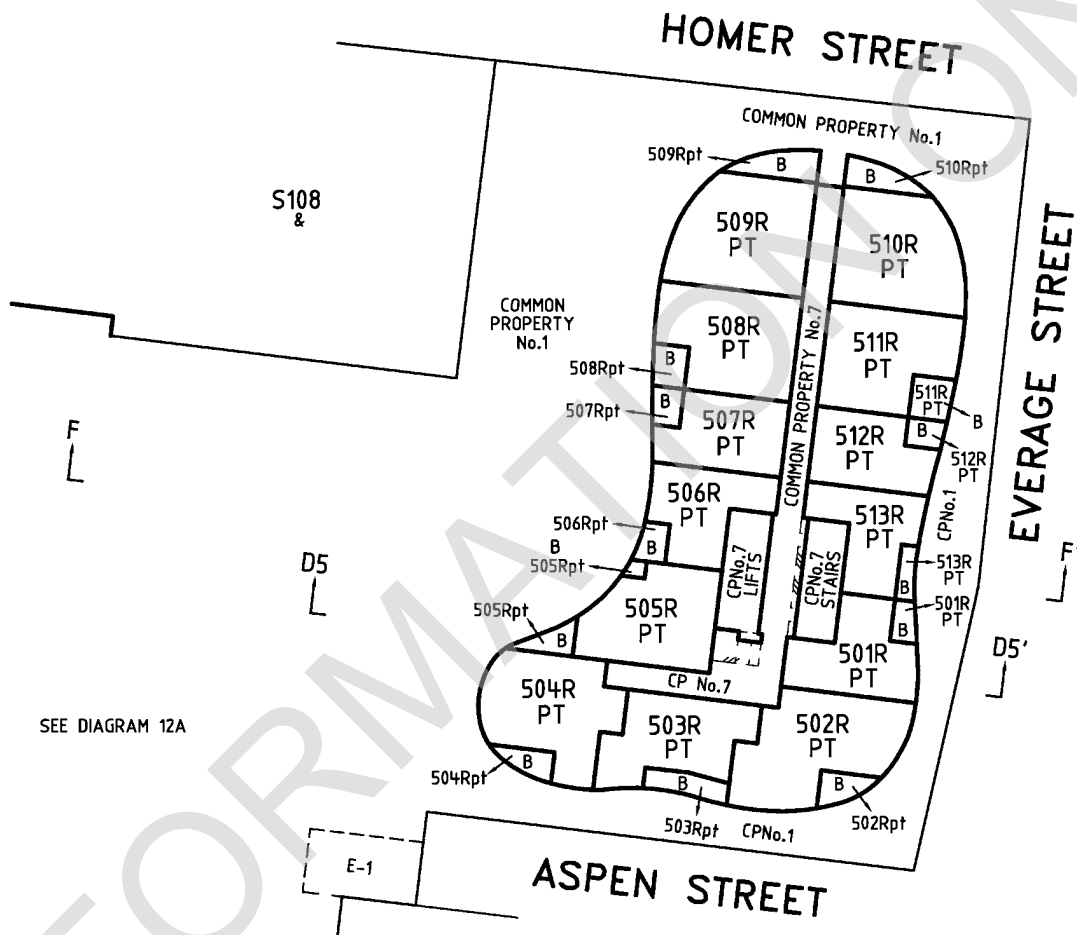
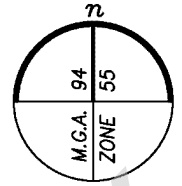
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 126

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

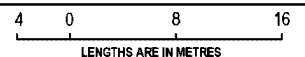
LEVEL 5
DIAGRAM 12C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400



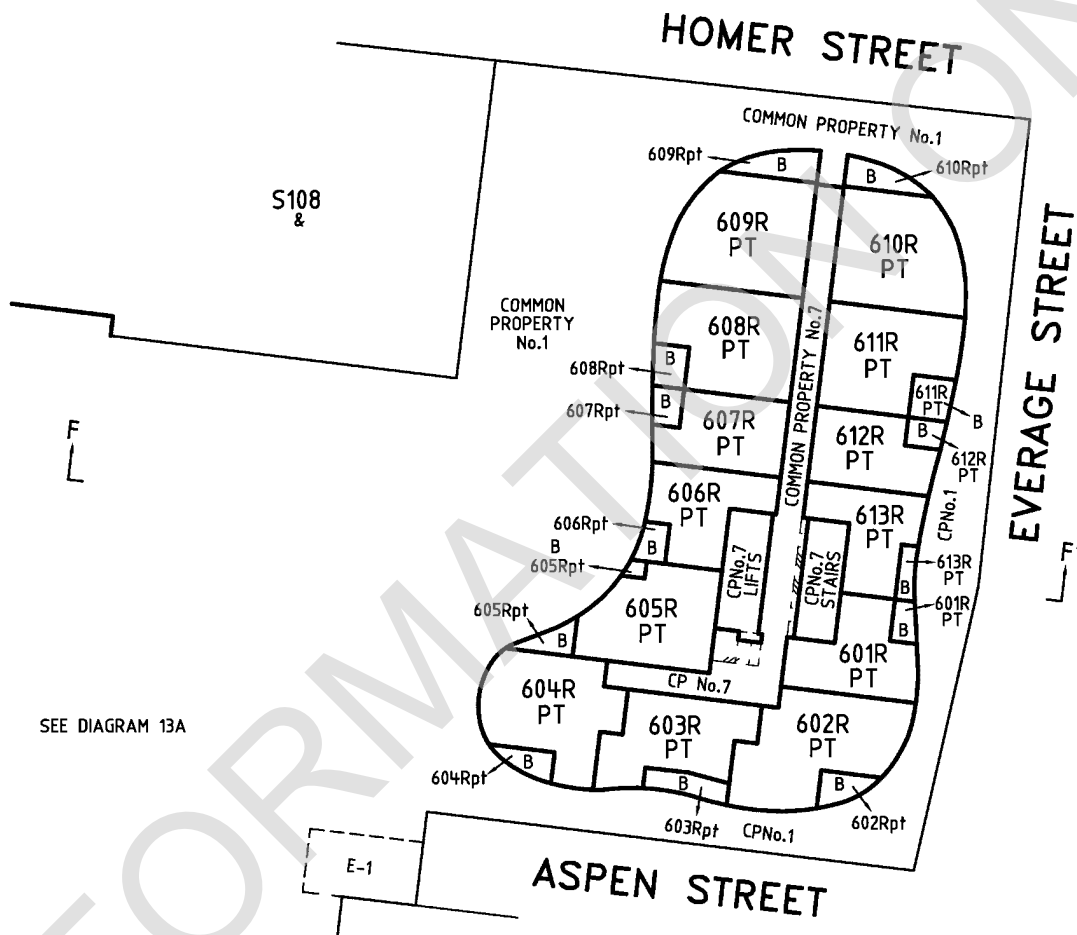
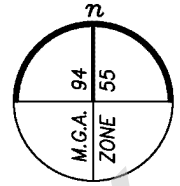
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 127

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 13A

REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 6
DIAGRAM 13C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

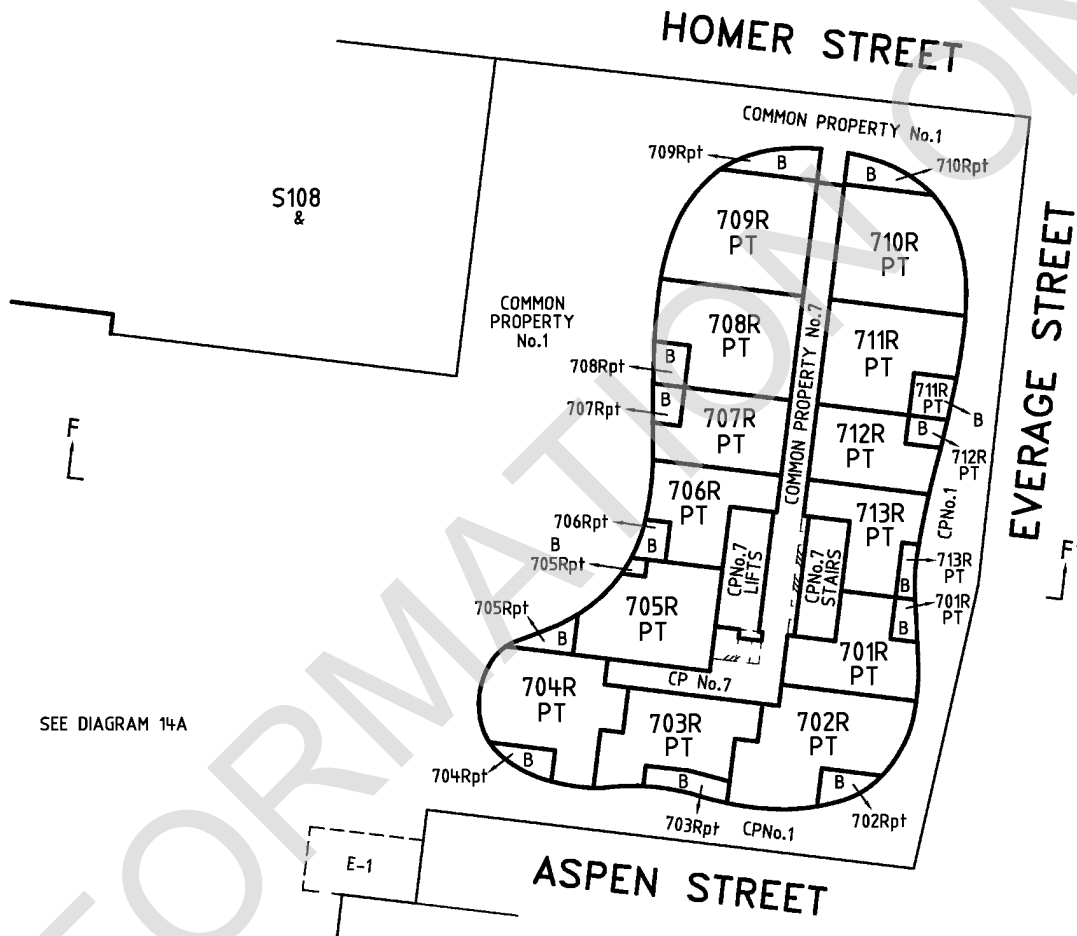
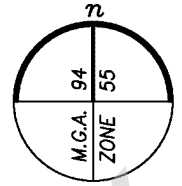
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 128

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

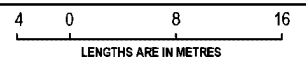
LEVEL 7
DIAGRAM 14C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400



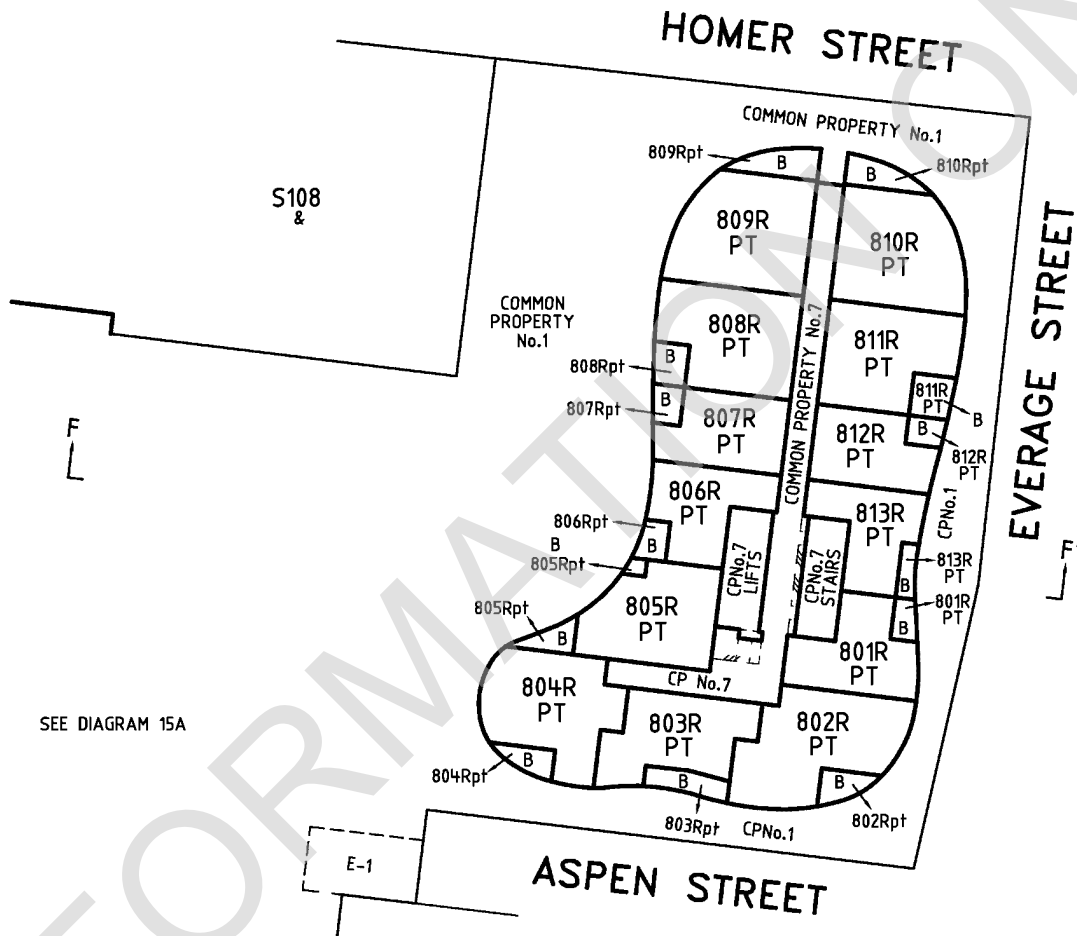
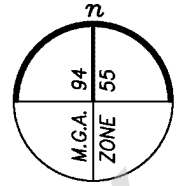
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 129

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 8
DIAGRAM 15C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

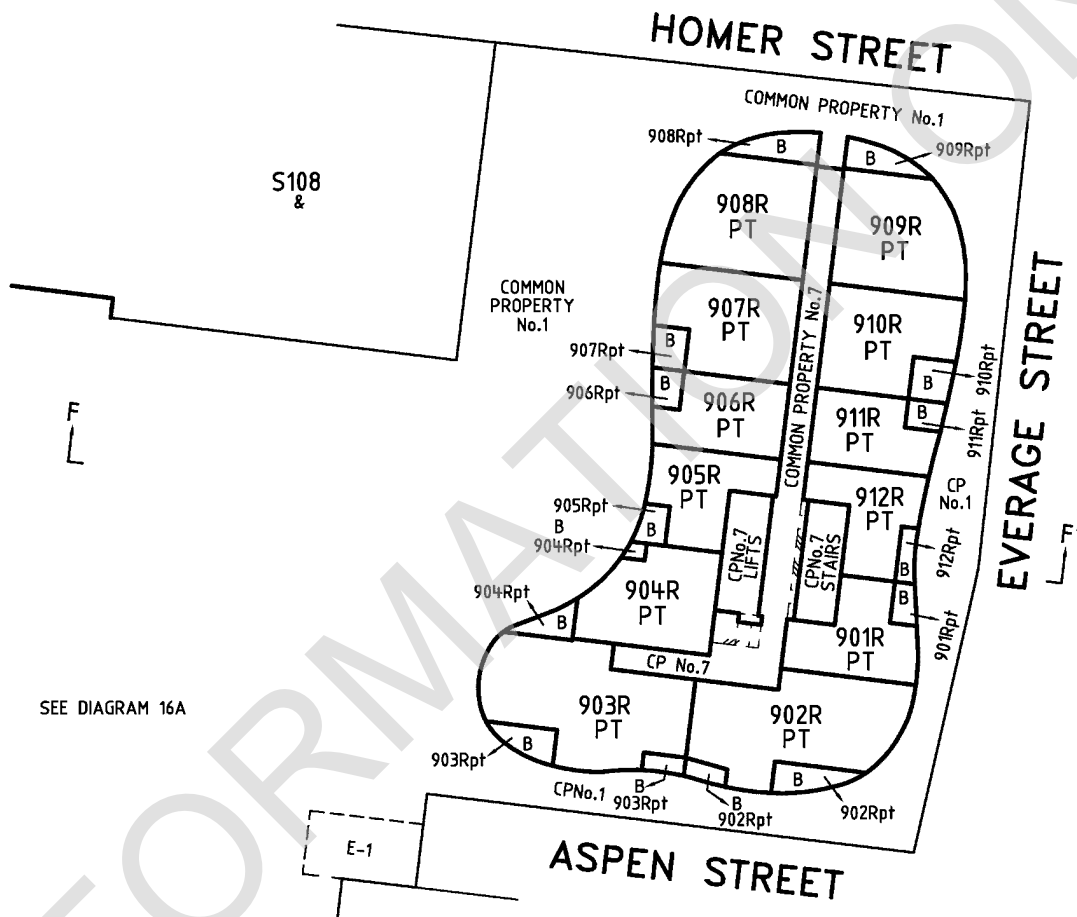
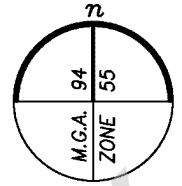
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 130

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 9
DIAGRAM 16C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

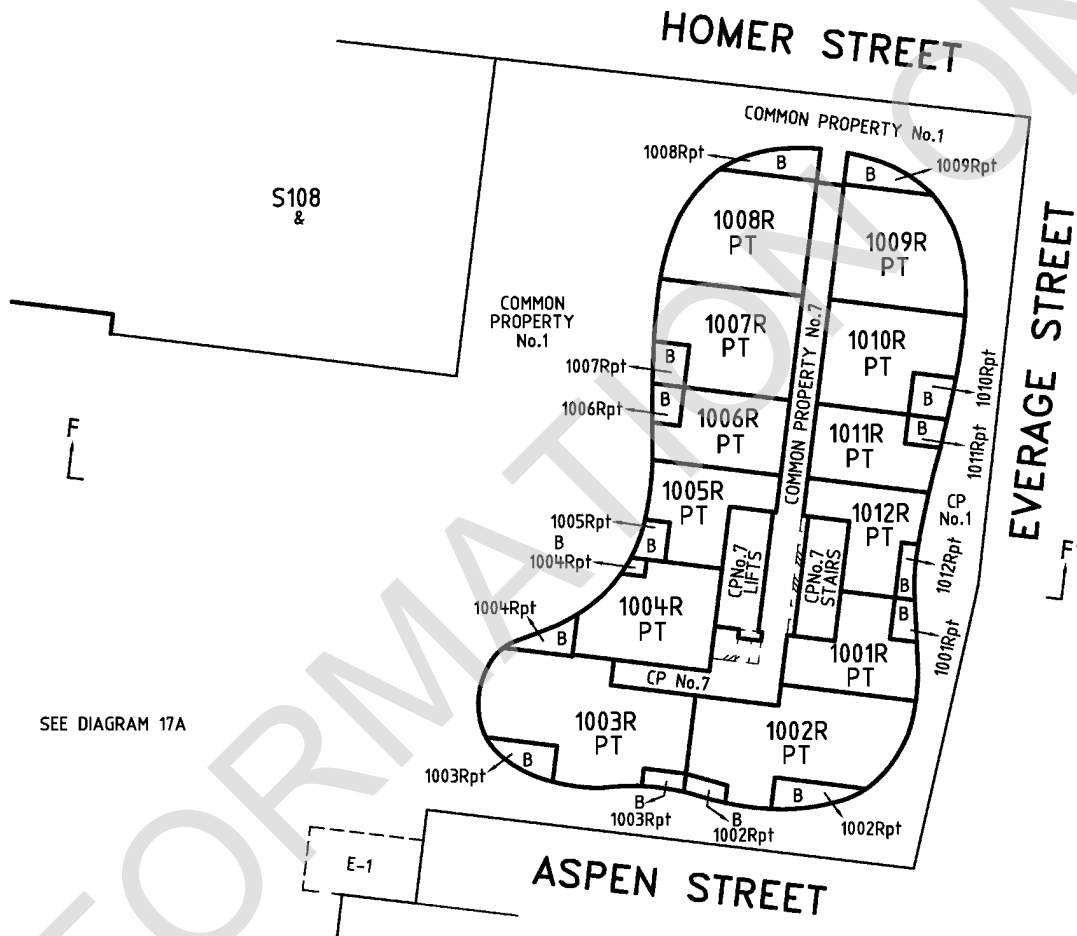
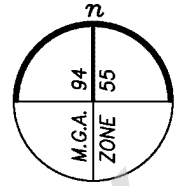
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 131

PLAN OF SUBDIVISION

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SEE DIAGRAM 17A

LEVEL 10
DIAGRAM 17C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

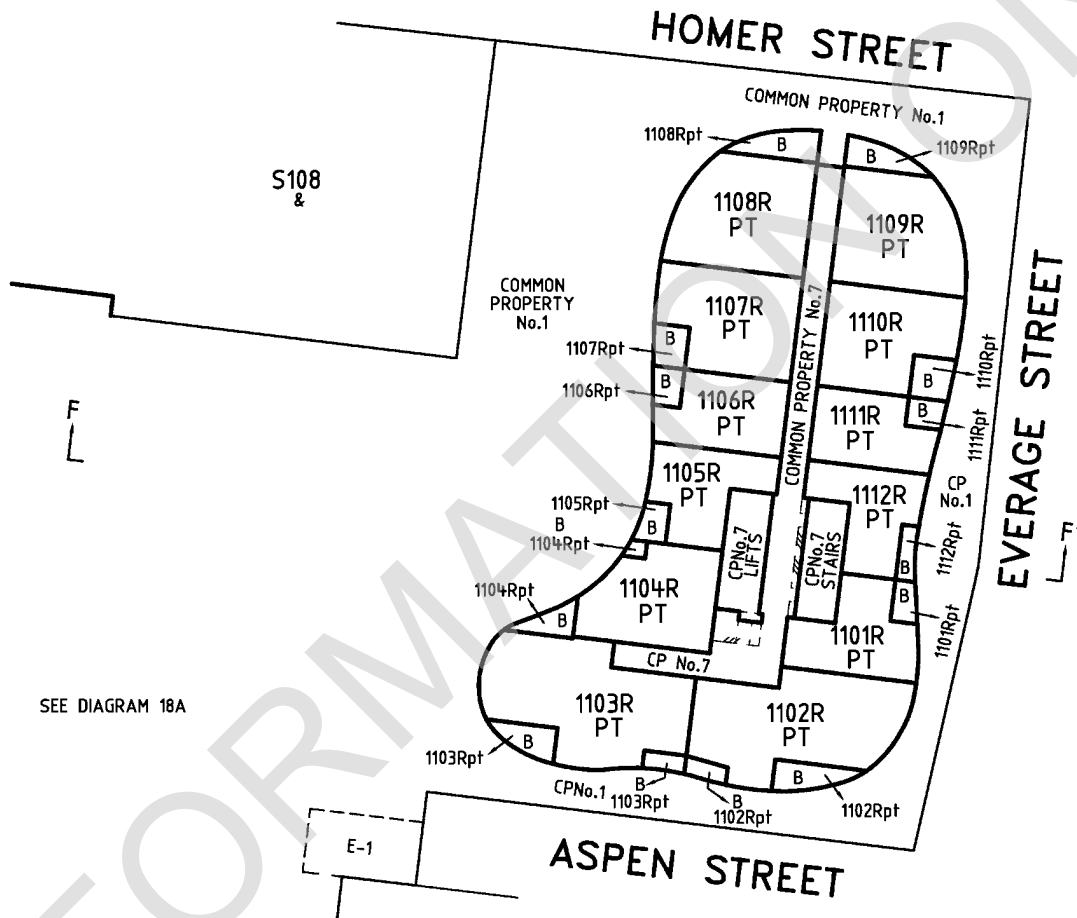
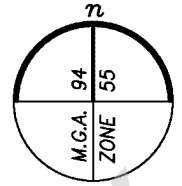
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 132

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 11
DIAGRAM 18C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

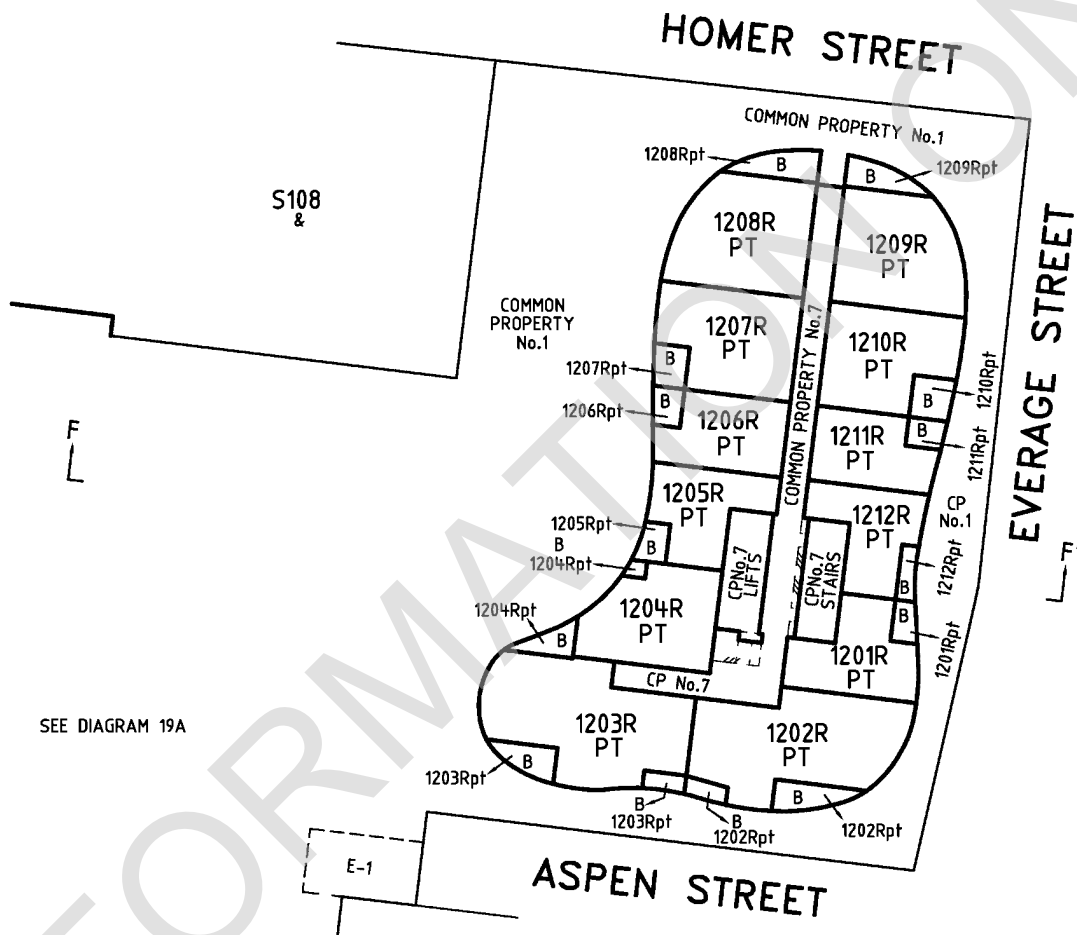
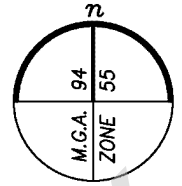
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 133

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 12
DIAGRAM 19C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

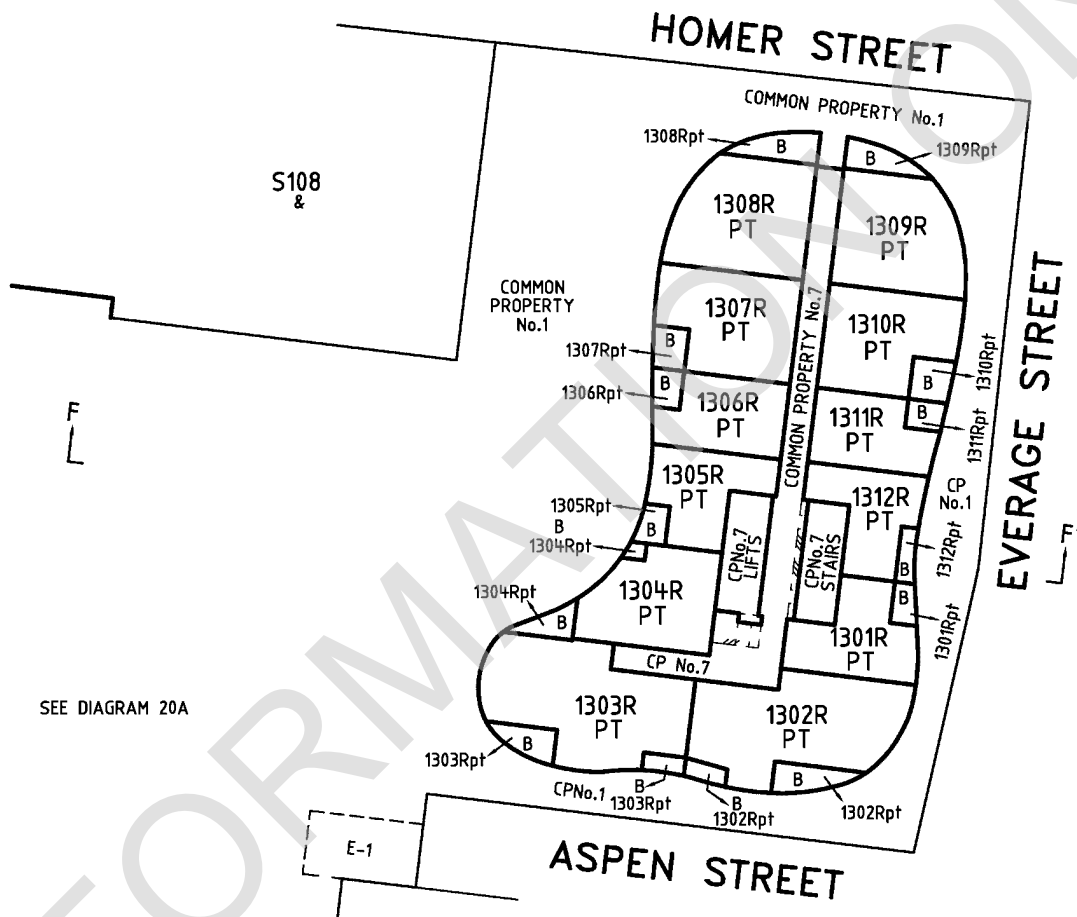
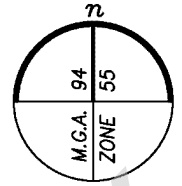
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 134

PLAN OF SUBDIVISION

PS 738832M



SEE DIAGRAM 20A

REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 13
DIAGRAM 20C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

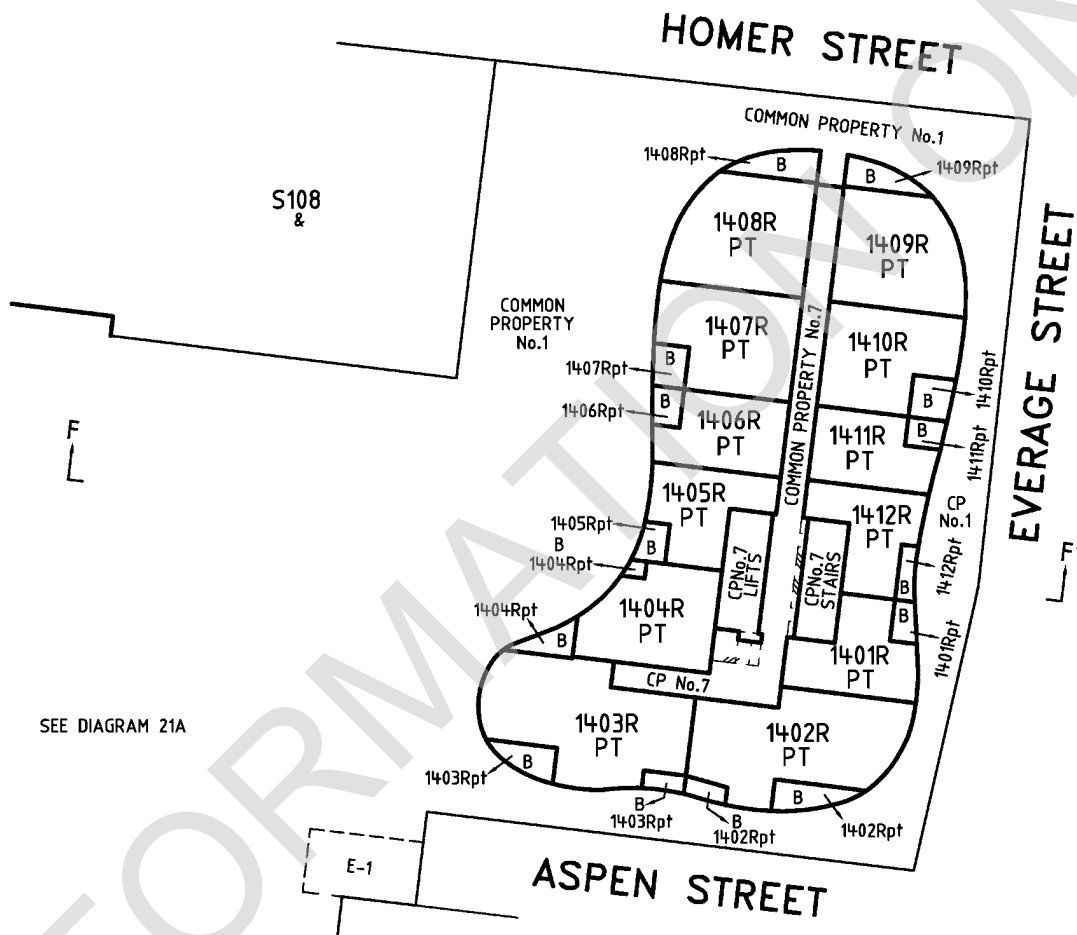
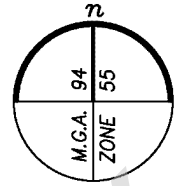
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 135

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

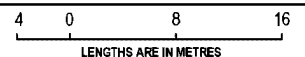
LEVEL 14
DIAGRAM 21C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400



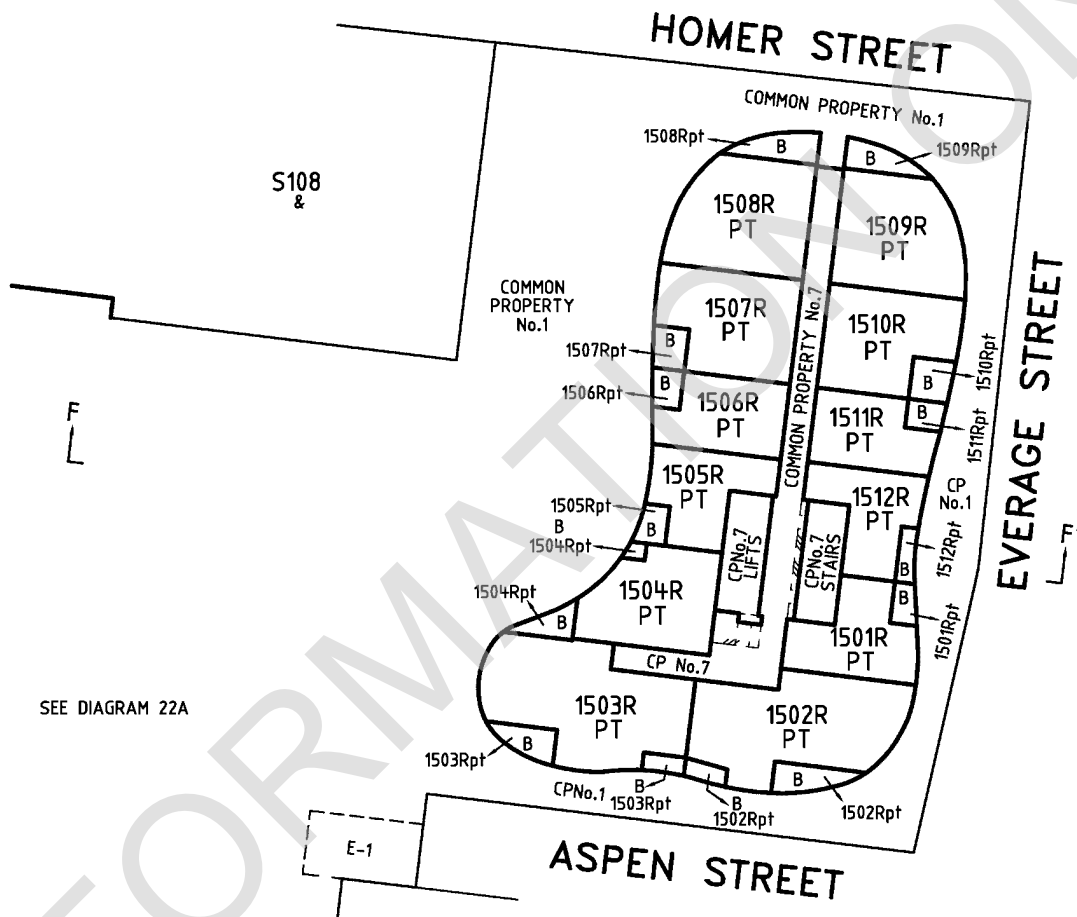
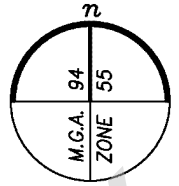
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 136

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

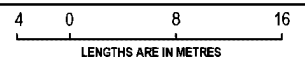
LEVEL 15
DIAGRAM 22C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400



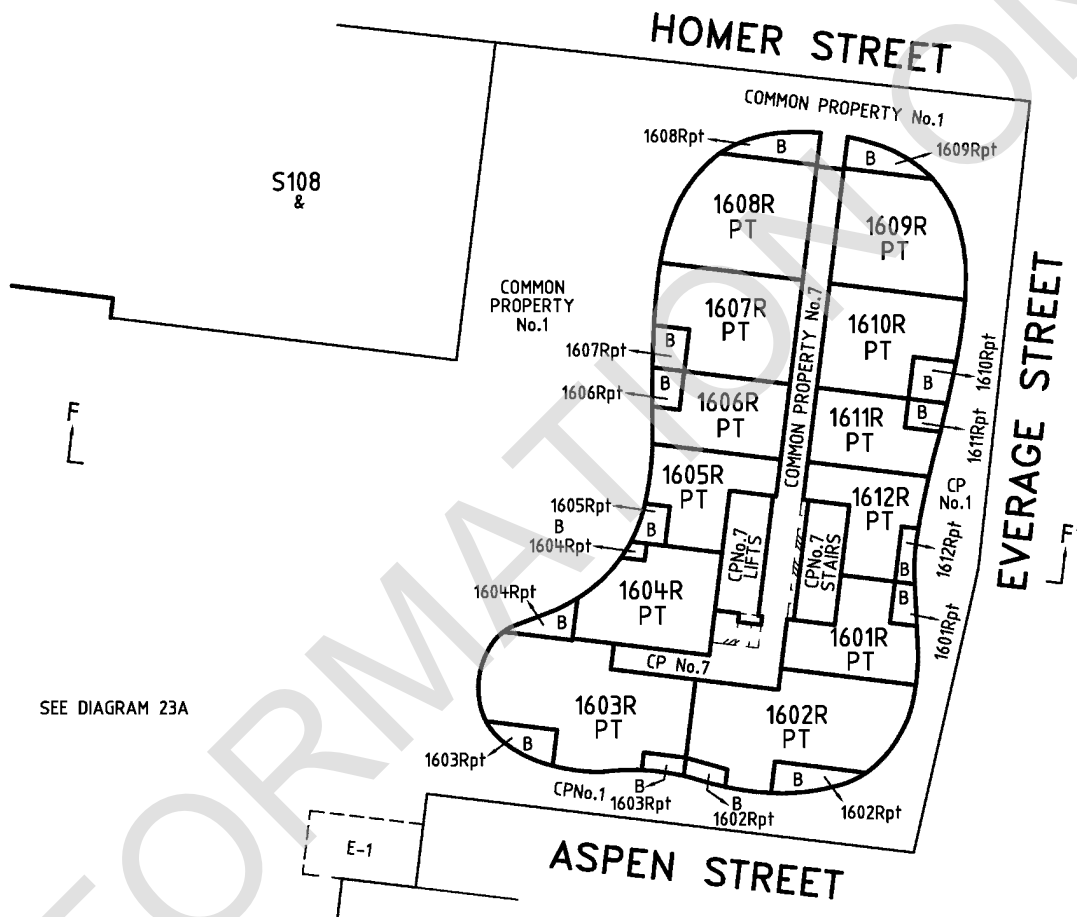
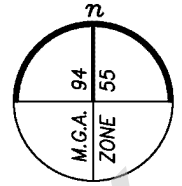
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 137

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

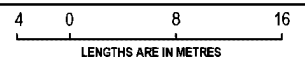
LEVEL 16
DIAGRAM 23C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400



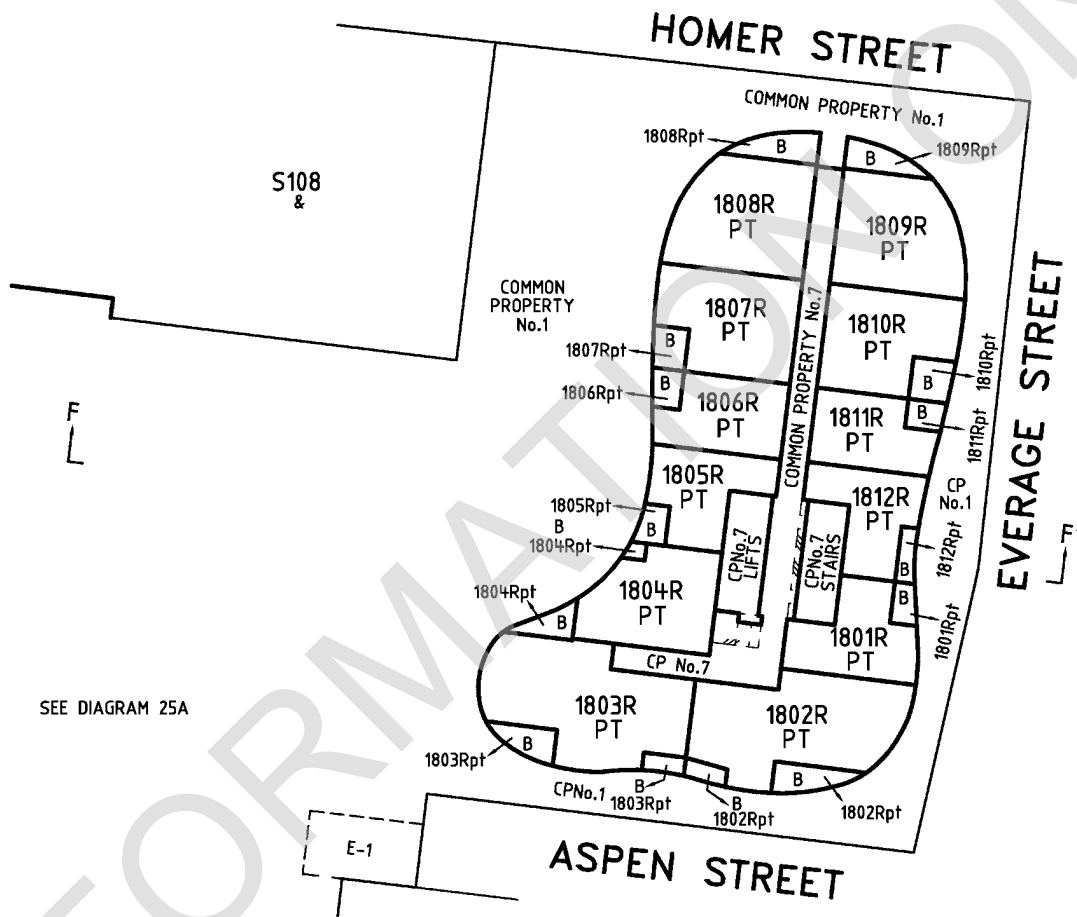
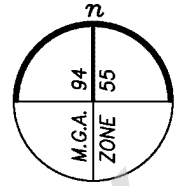
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 138

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

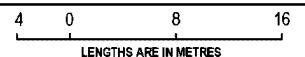
LEVEL 18
DIAGRAM 25C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400



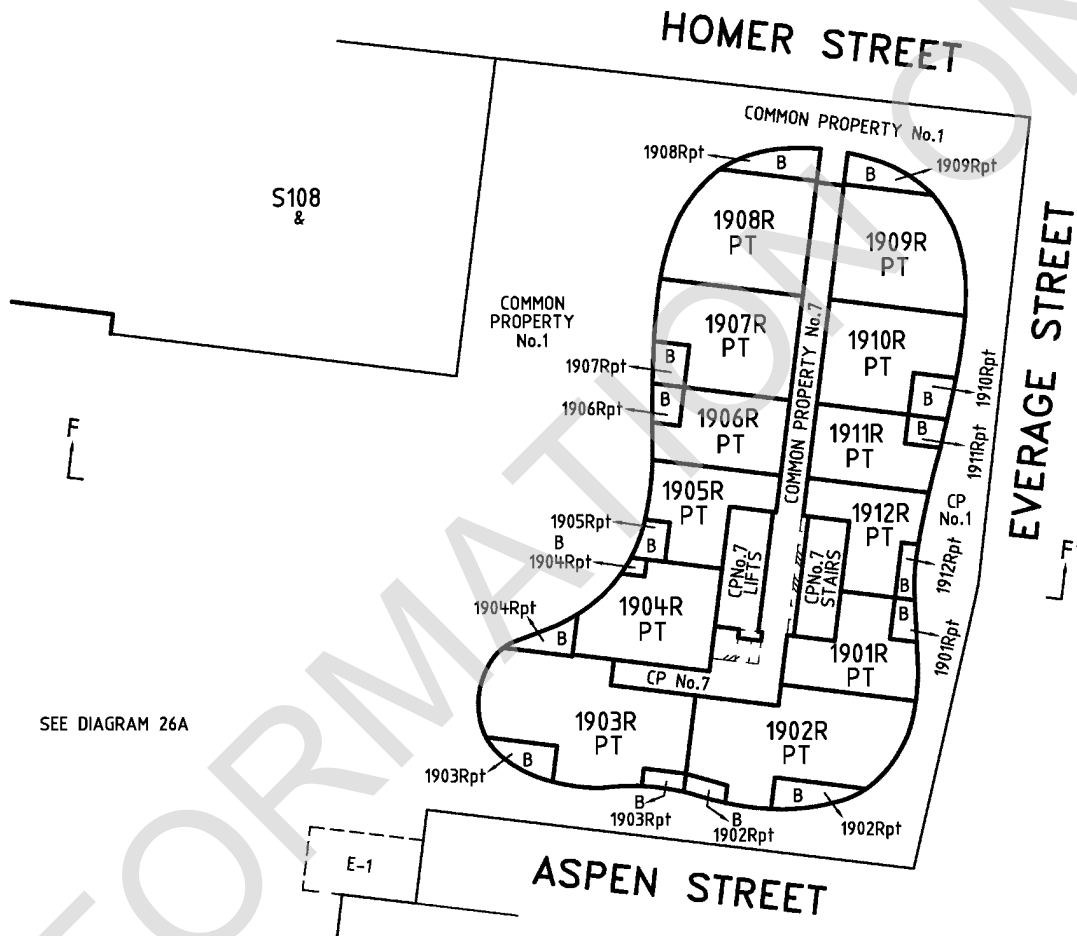
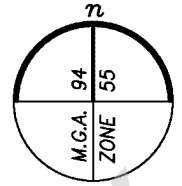
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 140

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

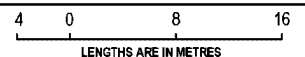
LEVEL 19
DIAGRAM 26C

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LICENSED SURVEYOR **ANDREI FIJAN**

SCALE
1:400



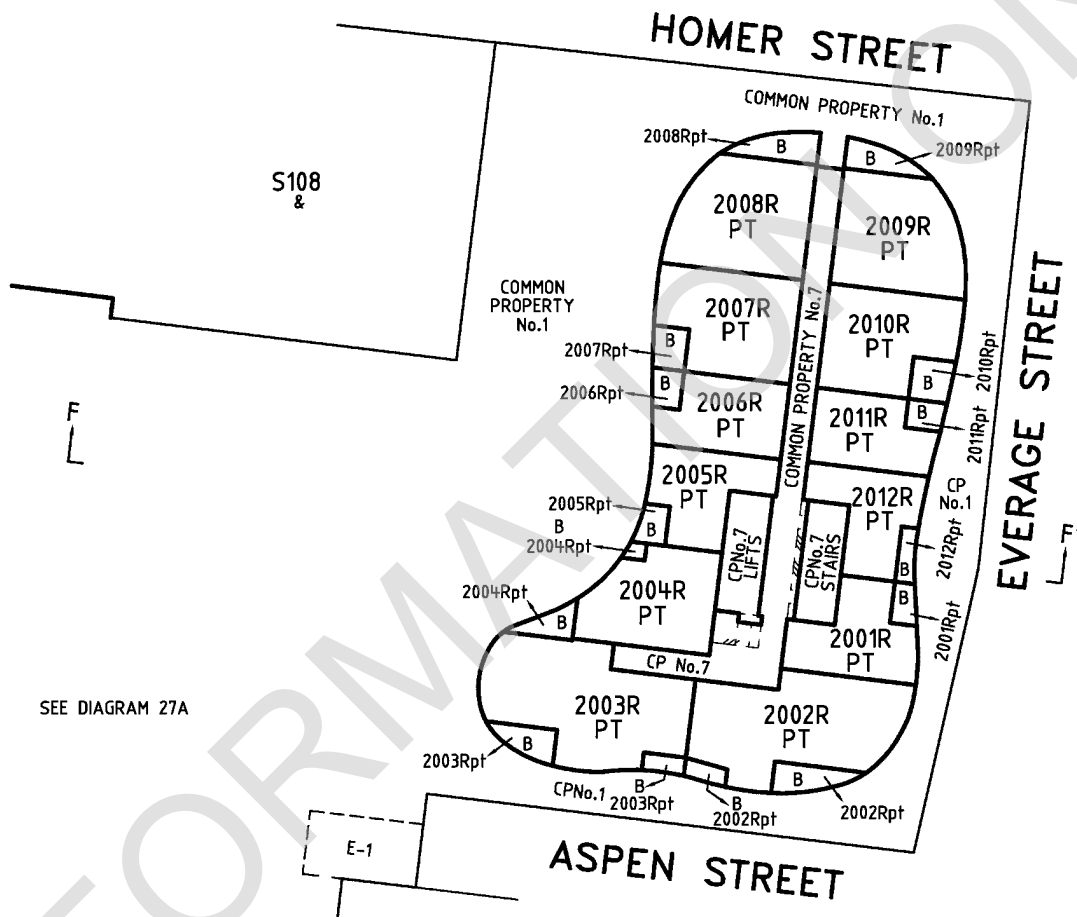
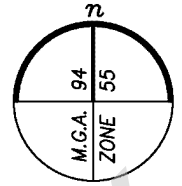
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 141

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 20
DIAGRAM 27C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

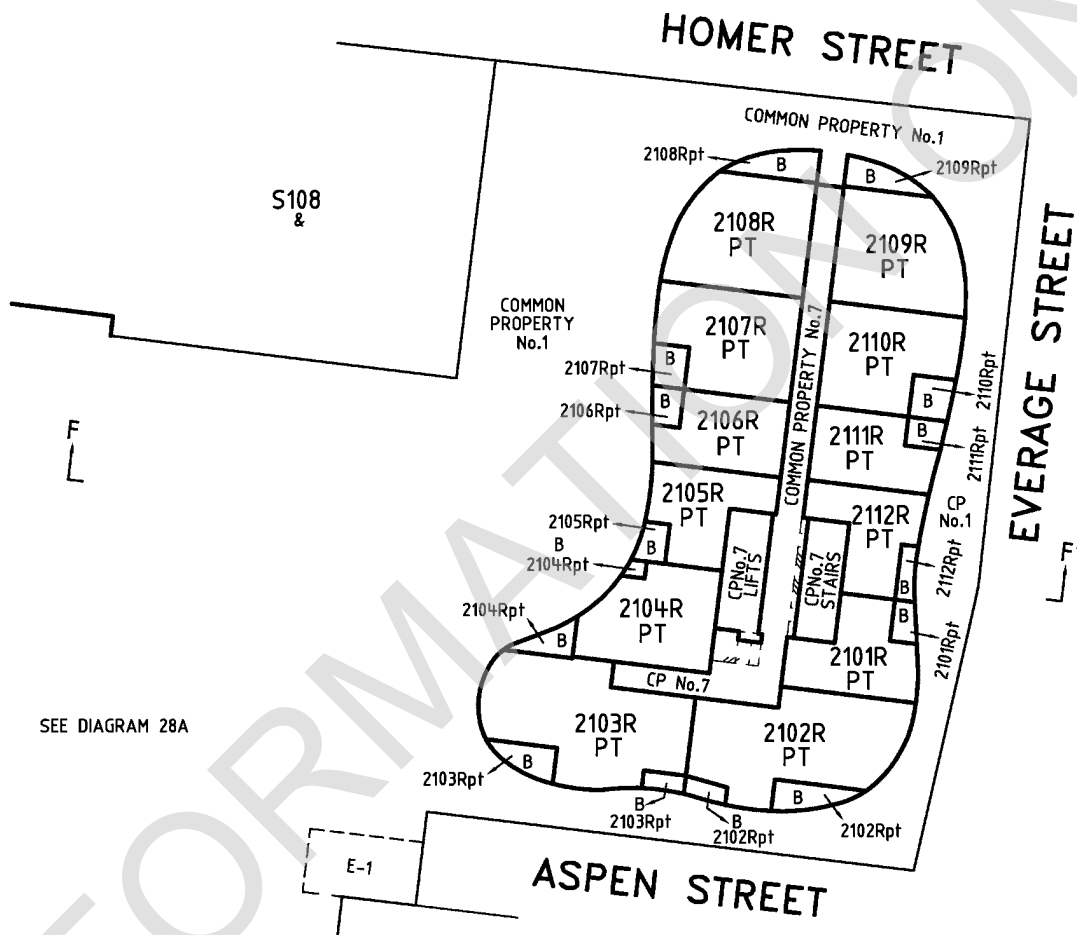
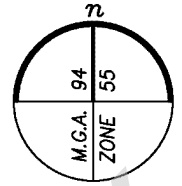
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 142

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 21
DIAGRAM 28C

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SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

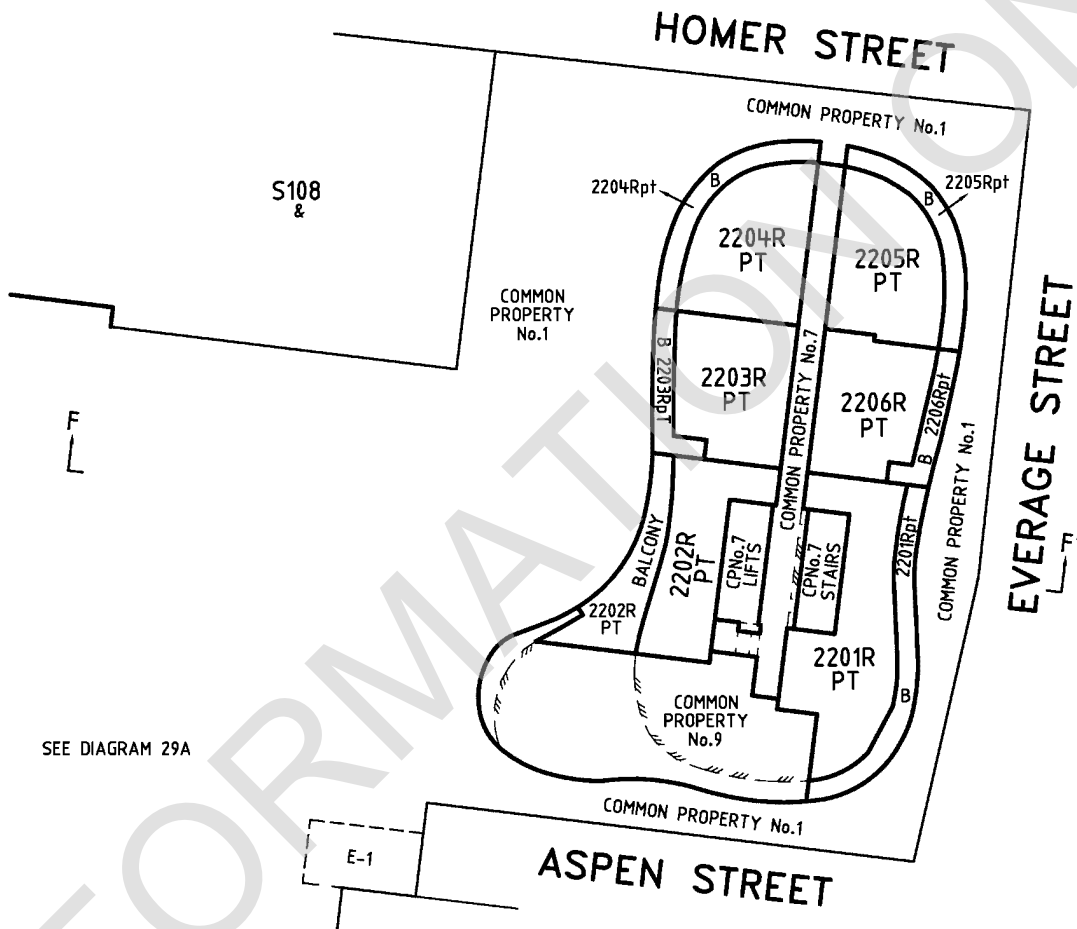
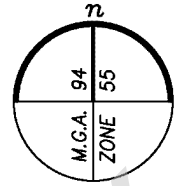
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 143

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

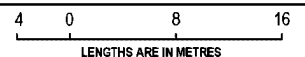
LEVEL 22
DIAGRAM 29C

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SCALE
1:400



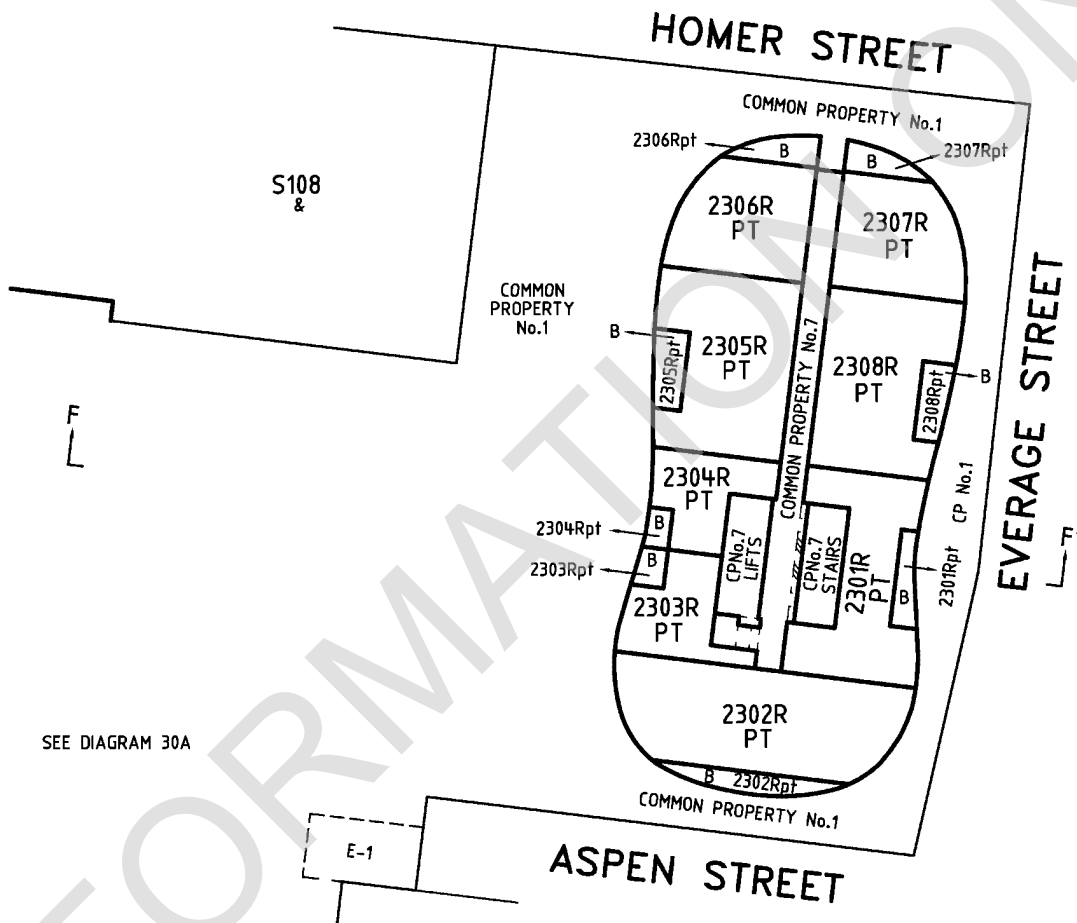
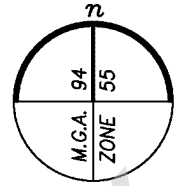
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 144

PLAN OF SUBDIVISION

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LEVEL 23
DIAGRAM 30C

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SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

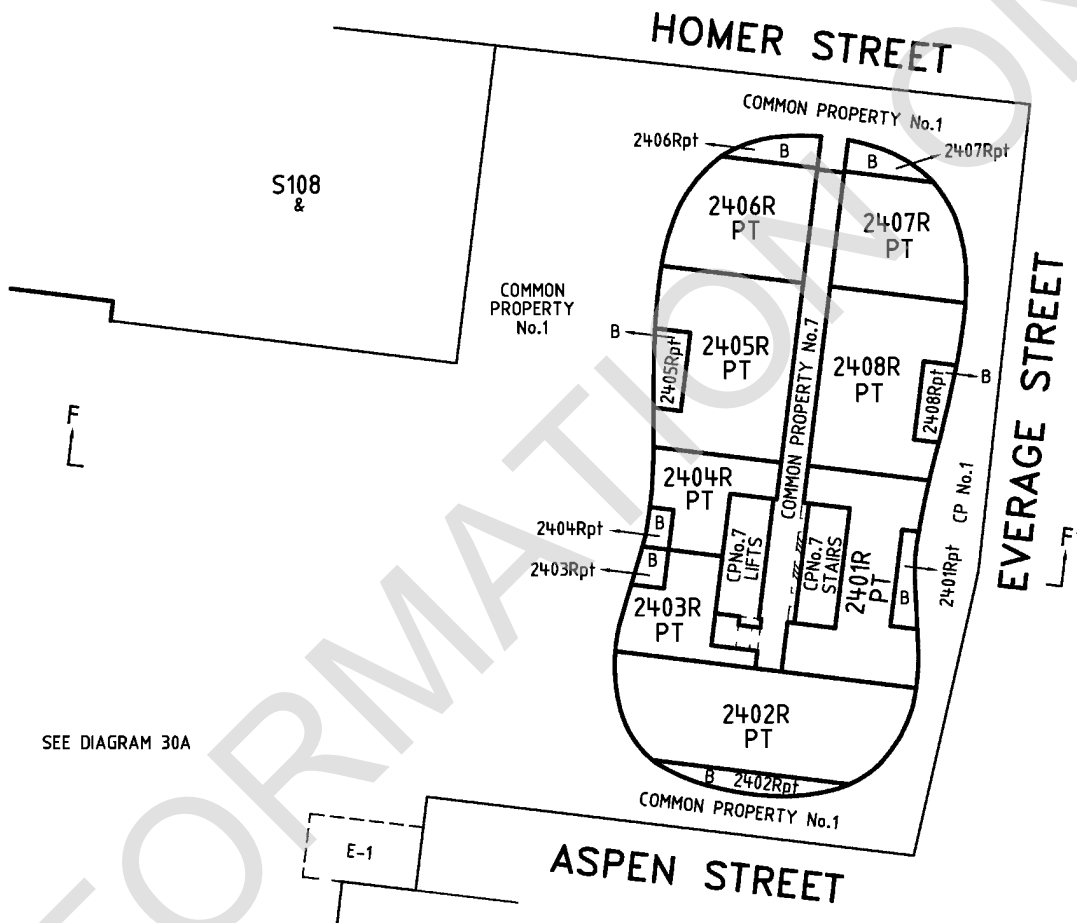
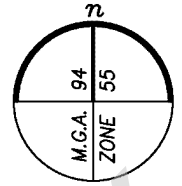
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 145

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 24
DIAGRAM 31C

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SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

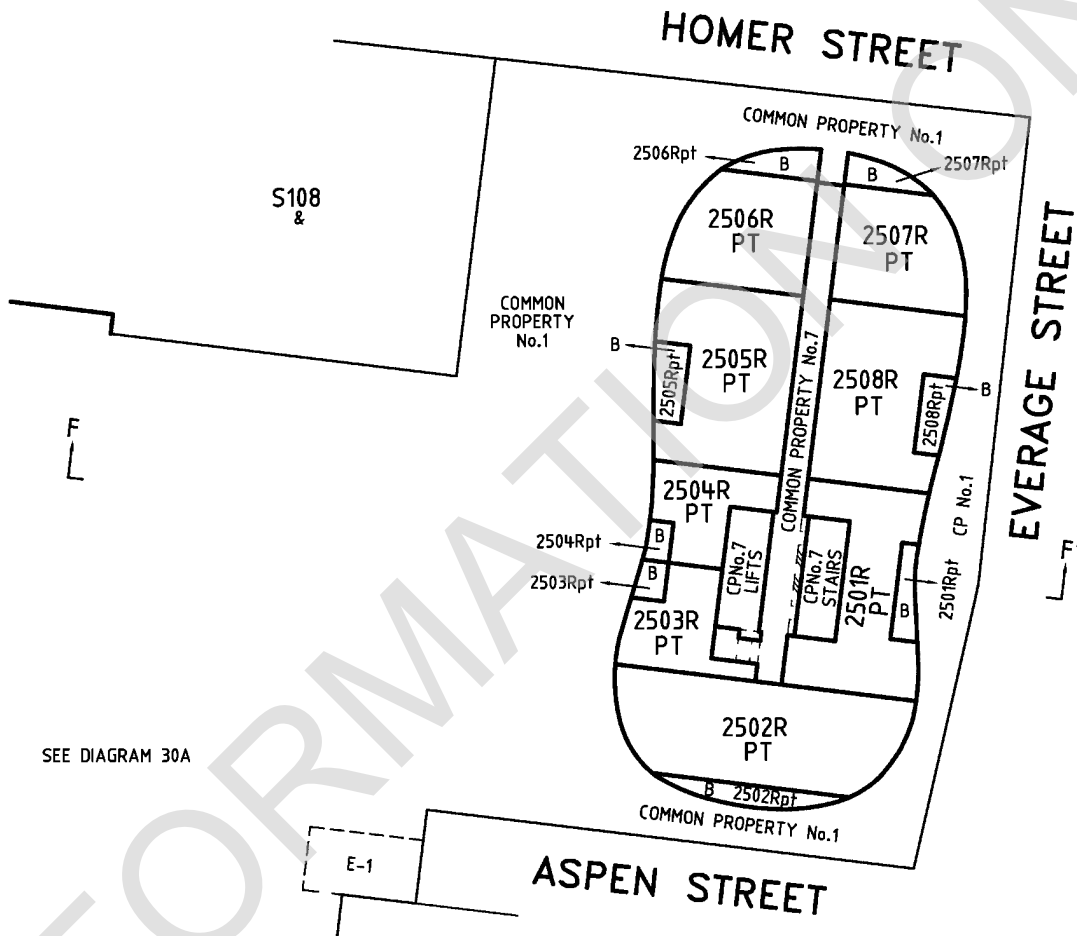
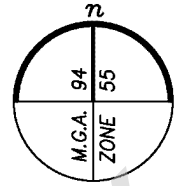
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 146

PLAN OF SUBDIVISION

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SEE DIAGRAM 30A

REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 25
DIAGRAM 32C

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SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

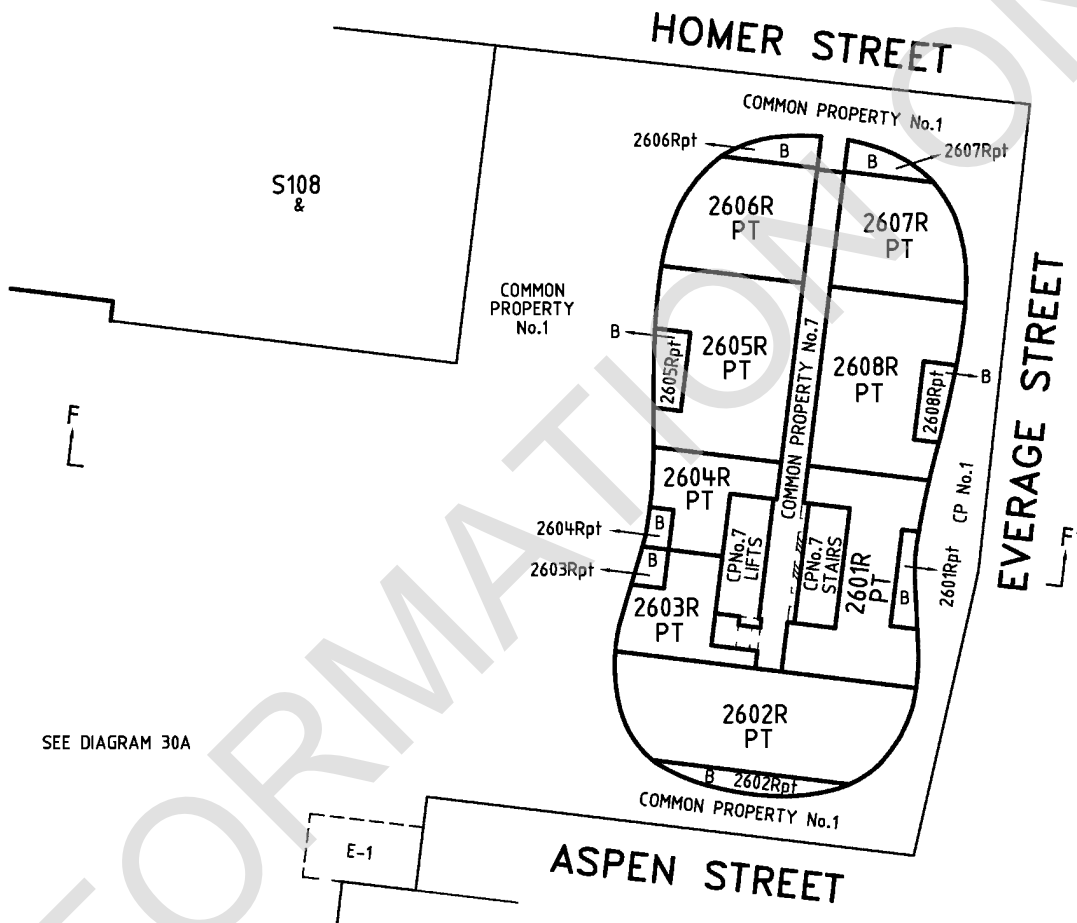
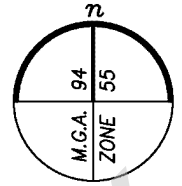
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 147

PLAN OF SUBDIVISION

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LEVEL 26
DIAGRAM 33C

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SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

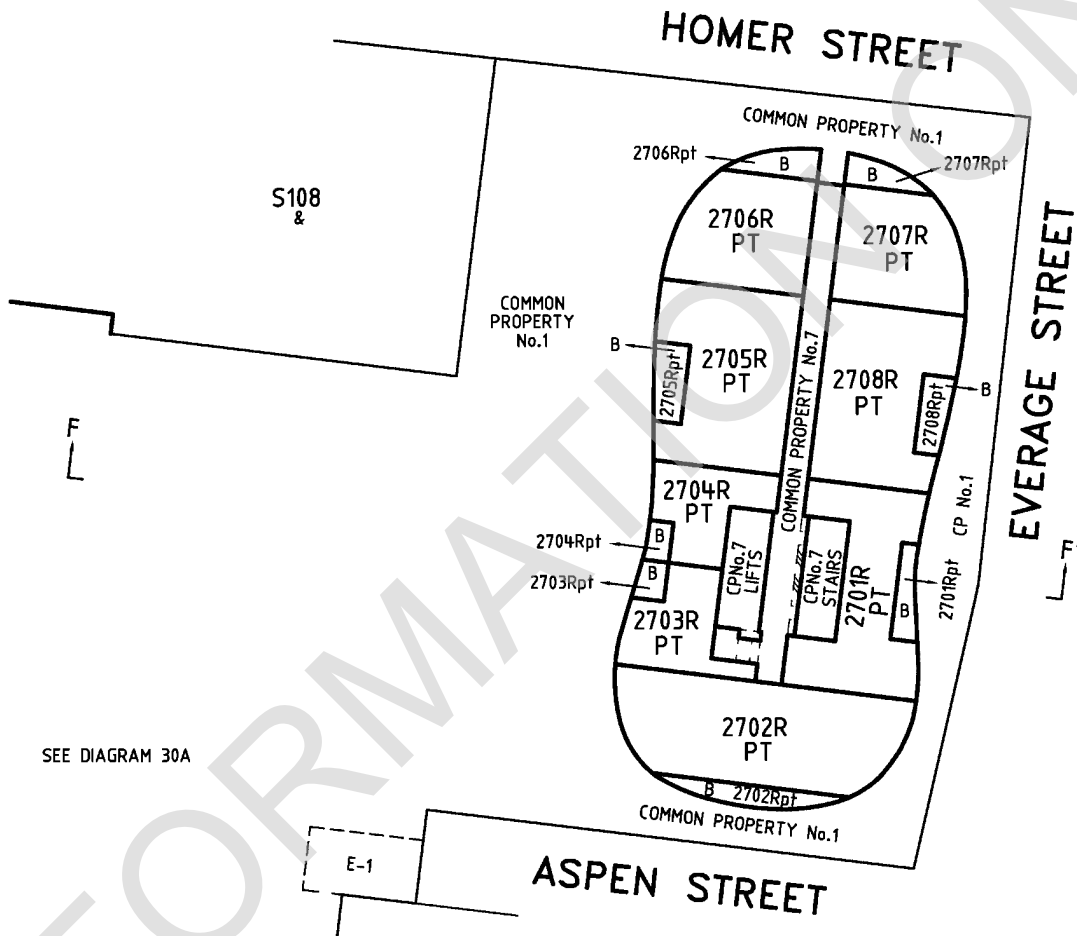
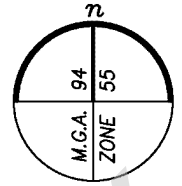
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 148

PLAN OF SUBDIVISION

PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
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LEVEL 27
DIAGRAM 34C

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SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

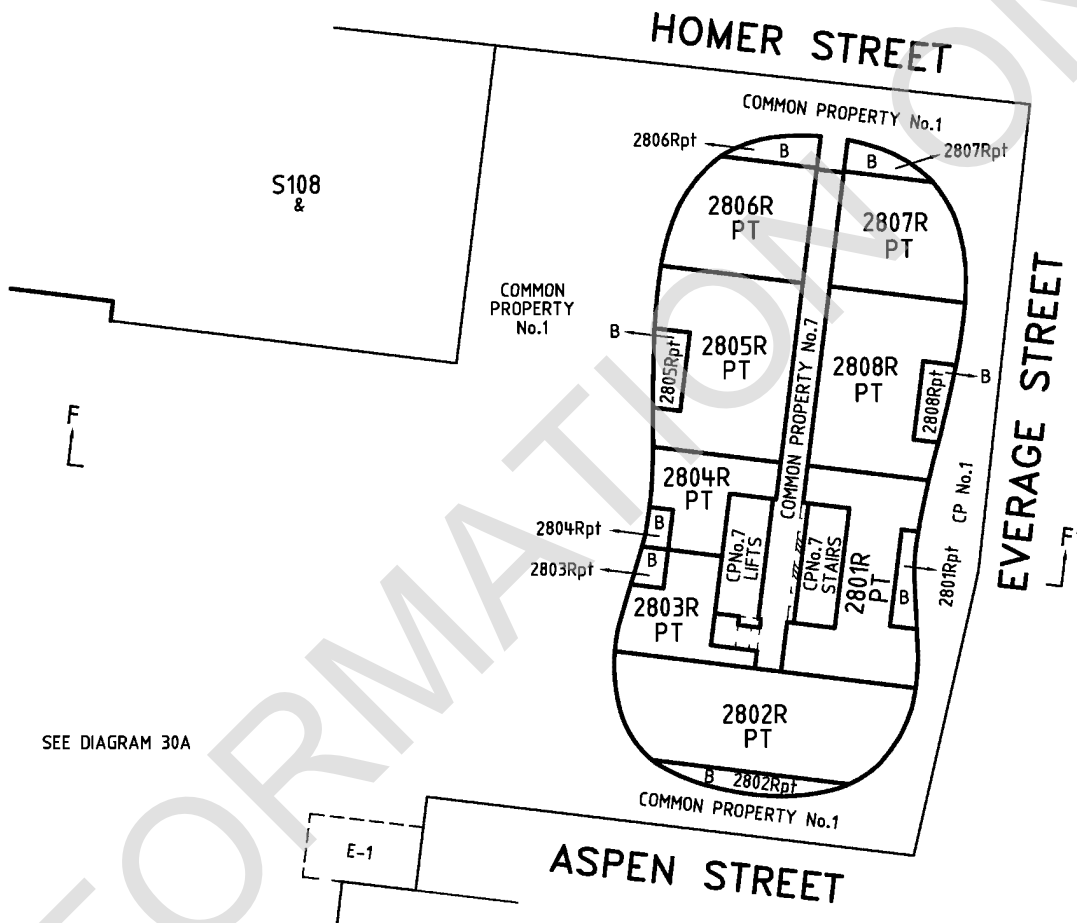
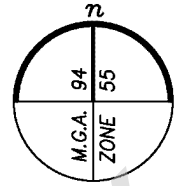
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 149

PLAN OF SUBDIVISION

PS 738832M



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LEVEL 28
DIAGRAM 35C

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

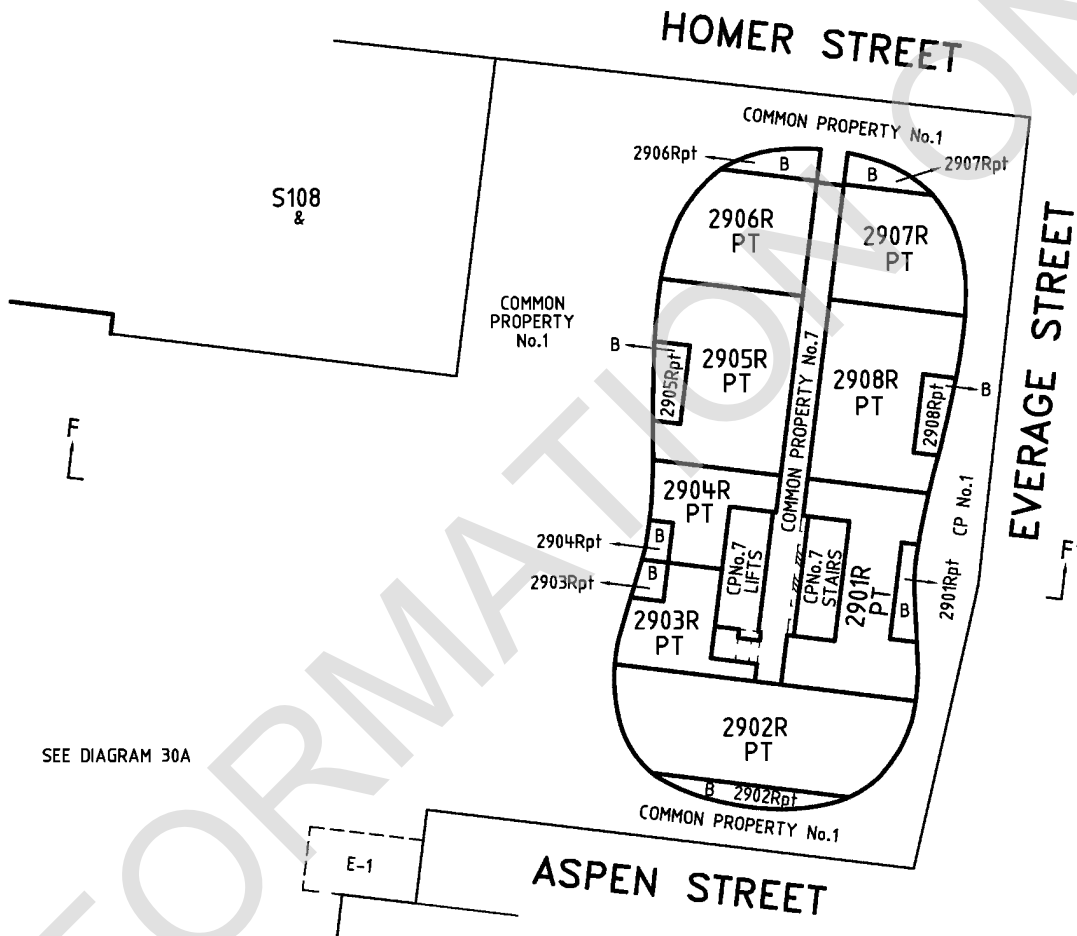
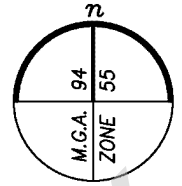
DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 150

PLAN OF SUBDIVISION

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SEE DIAGRAM 30A

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LEVEL 29
DIAGRAM 36C

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SCALE
1:400

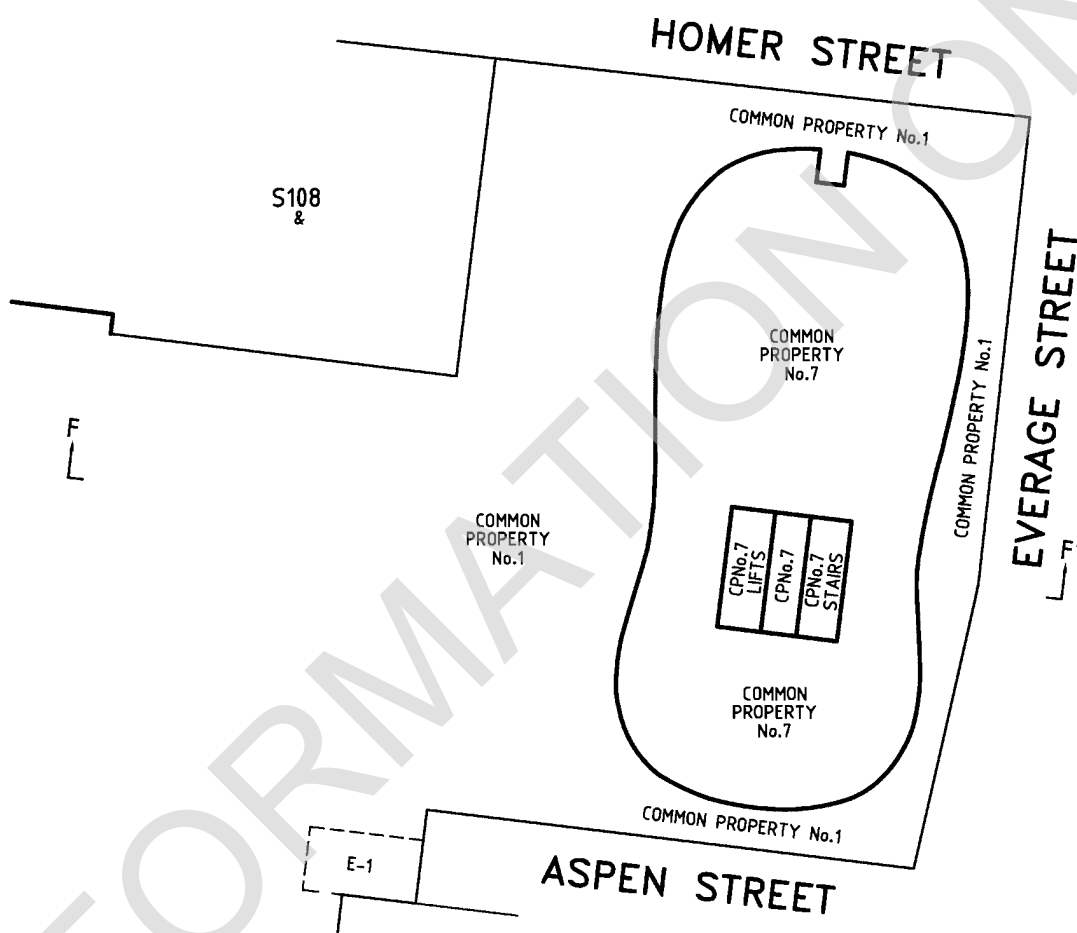
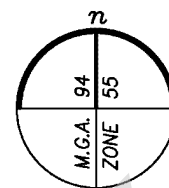
4 0 8 16
LENGTHS ARE IN METRES

DATE 01/06/20
VERSION C

REFERENCE 29959073
DRAWING 2995907BC

ORIGINAL SHEET SIZE A3
SHEET 151

PLAN OF SUBDIVISION	PS 738832M



REFER TO SHEET 2 FOR EASEMENT DETAILS
REFER TO SECTIONS FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS DENOTED BY SYMBOLS SHOWN THUS: &

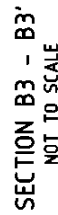
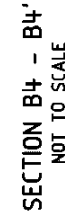
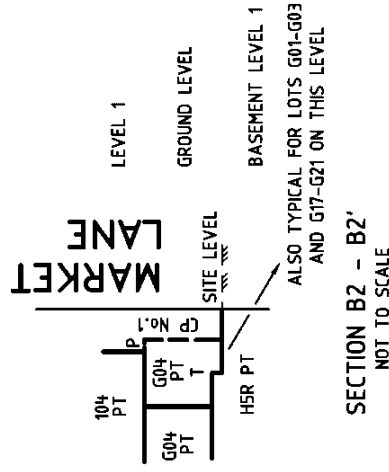
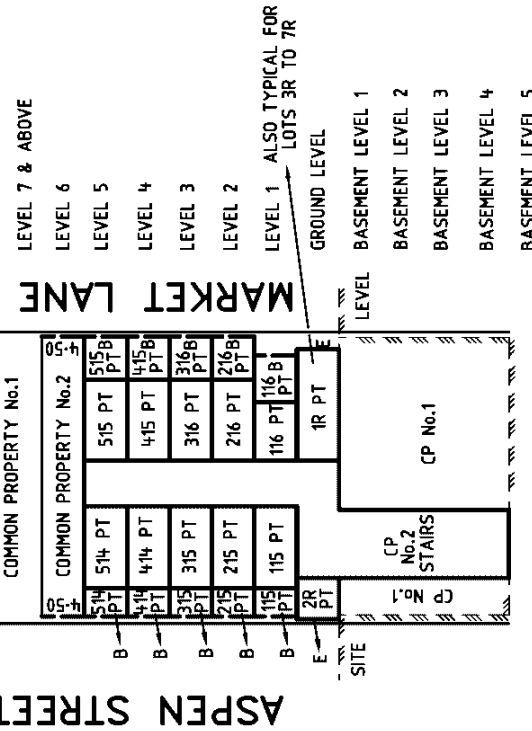
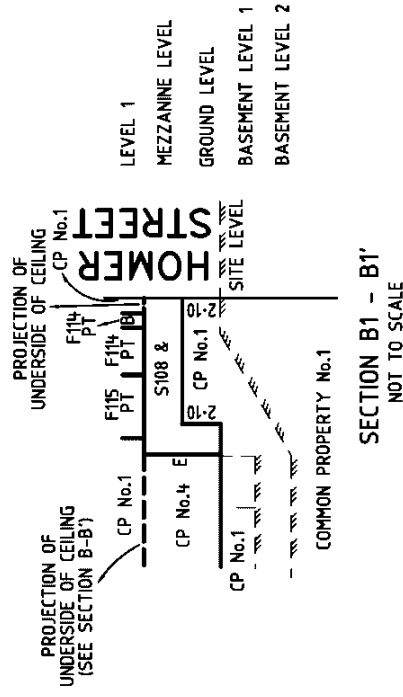
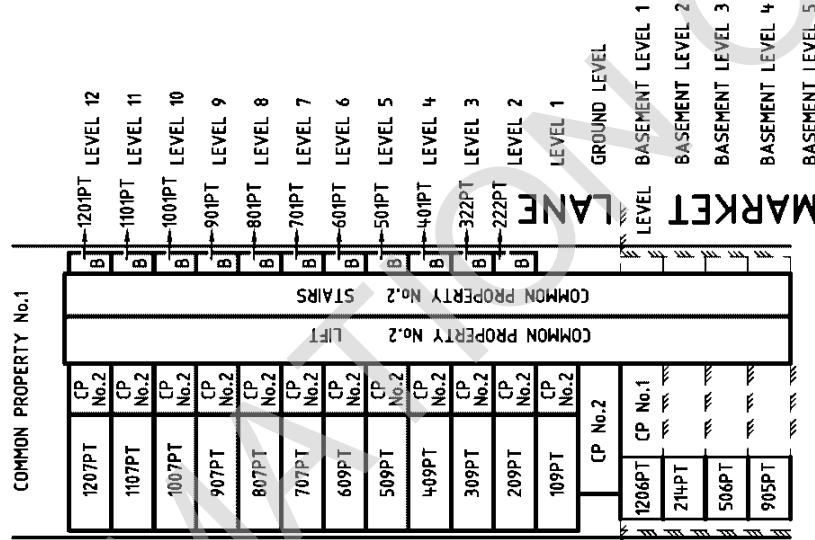
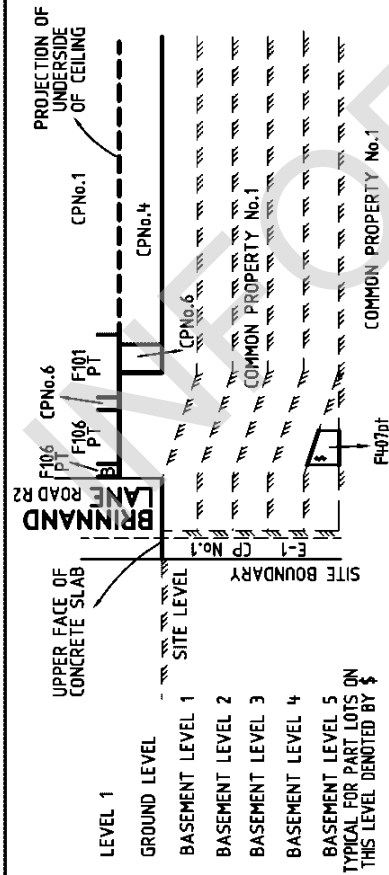
TOPMOST LEVEL
DIAGRAM 37C

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ <i>Formerly Bosco Jonson</i>		LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:400	LENGTHS ARE IN METRES
		DATE 01/06/20 VERSION C	REFERENCE 29959073 DRAWING 2995907BC	ORIGINAL SHEET SIZE A3 SHEET 152



PLAN OF SUBDIVISION

PS 738832M

SCALE
NTSORIGINAL SHEET SIZE A3
SHEET 154

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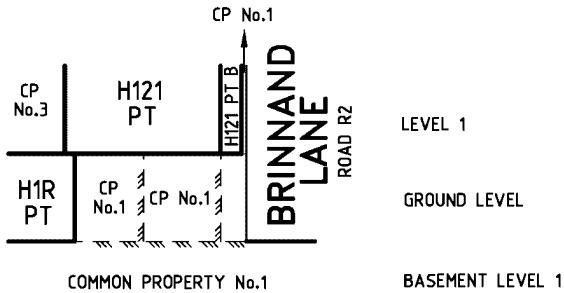
LICENSED SURVEYOR ANDREI FIJAN

DATE -
VERSION -
REFERENCE 29959
DRAWING -

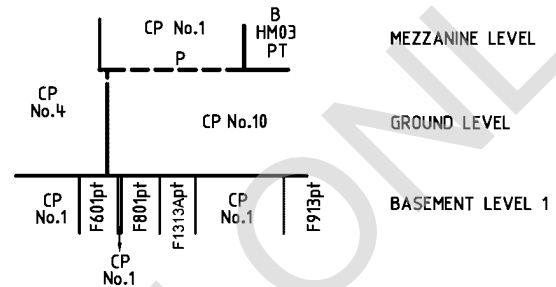


PLAN OF SUBDIVISION

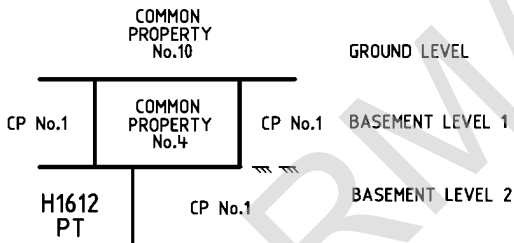
PS 738832M



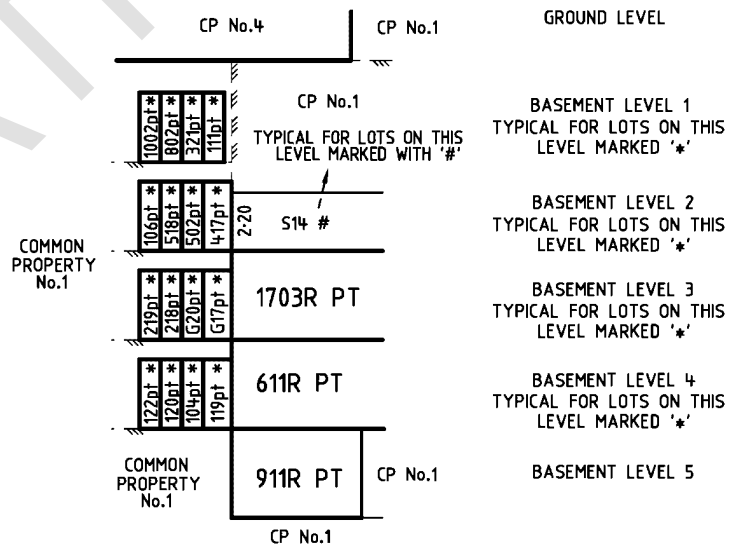
SECTION B5 - B5'
NOT TO SCALE



SECTION B6 - B6'
NOT TO SCALE



SECTION B7 - B7'
NOT TO SCALE



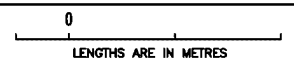
SECTION B8 - B8'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
NTS

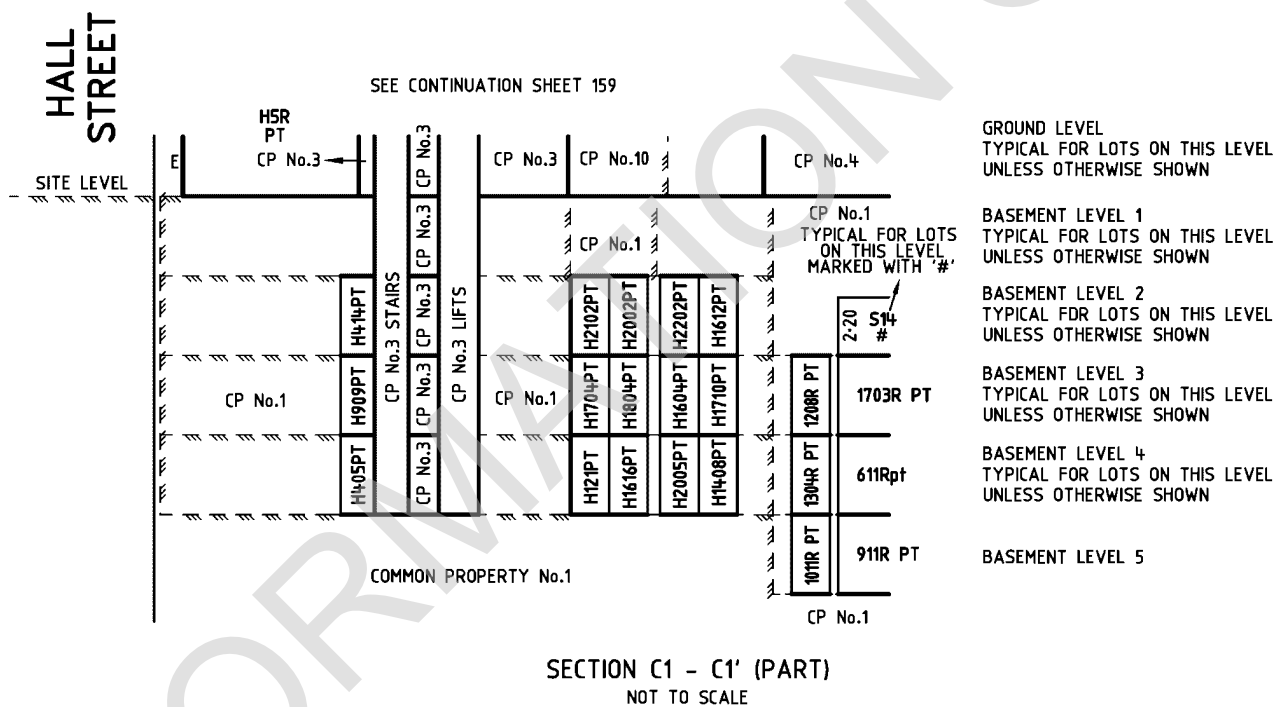


DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 155

PLAN OF SUBDIVISION

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
NTS

0
LENGTHS ARE IN METRES

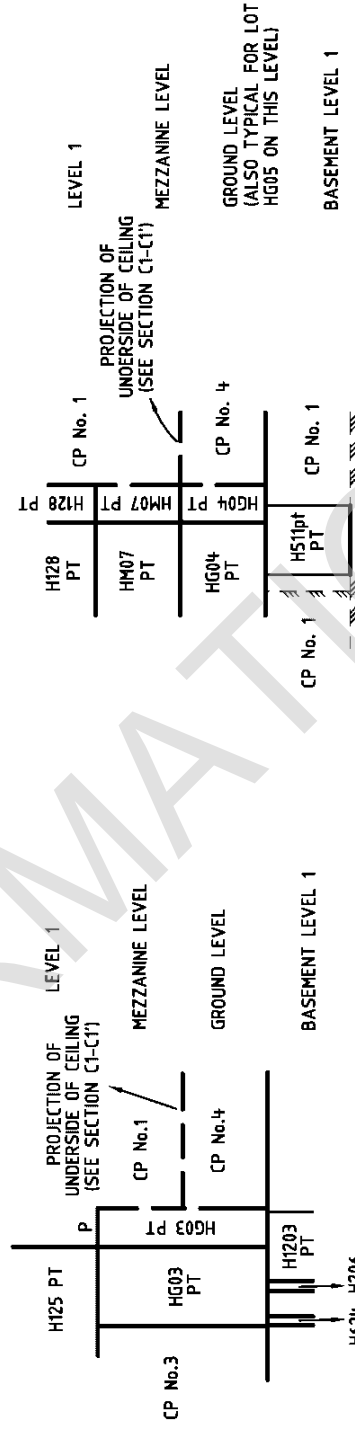
DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3

SHEET 158

PLAN OF SUBDIVISION

PS 738832M



SECTION C3 - C3'
NOT TO SCALE

SECTION C2 - C2'
NOT TO SCALE
(TYPICAL FOR LOTS HG01
& HG02 ON THIS LEVEL)

SCALE	ORIGINAL SHEET SIZE A3
NTS	SHEET 160

0
LENGTHS ARE IN METRES



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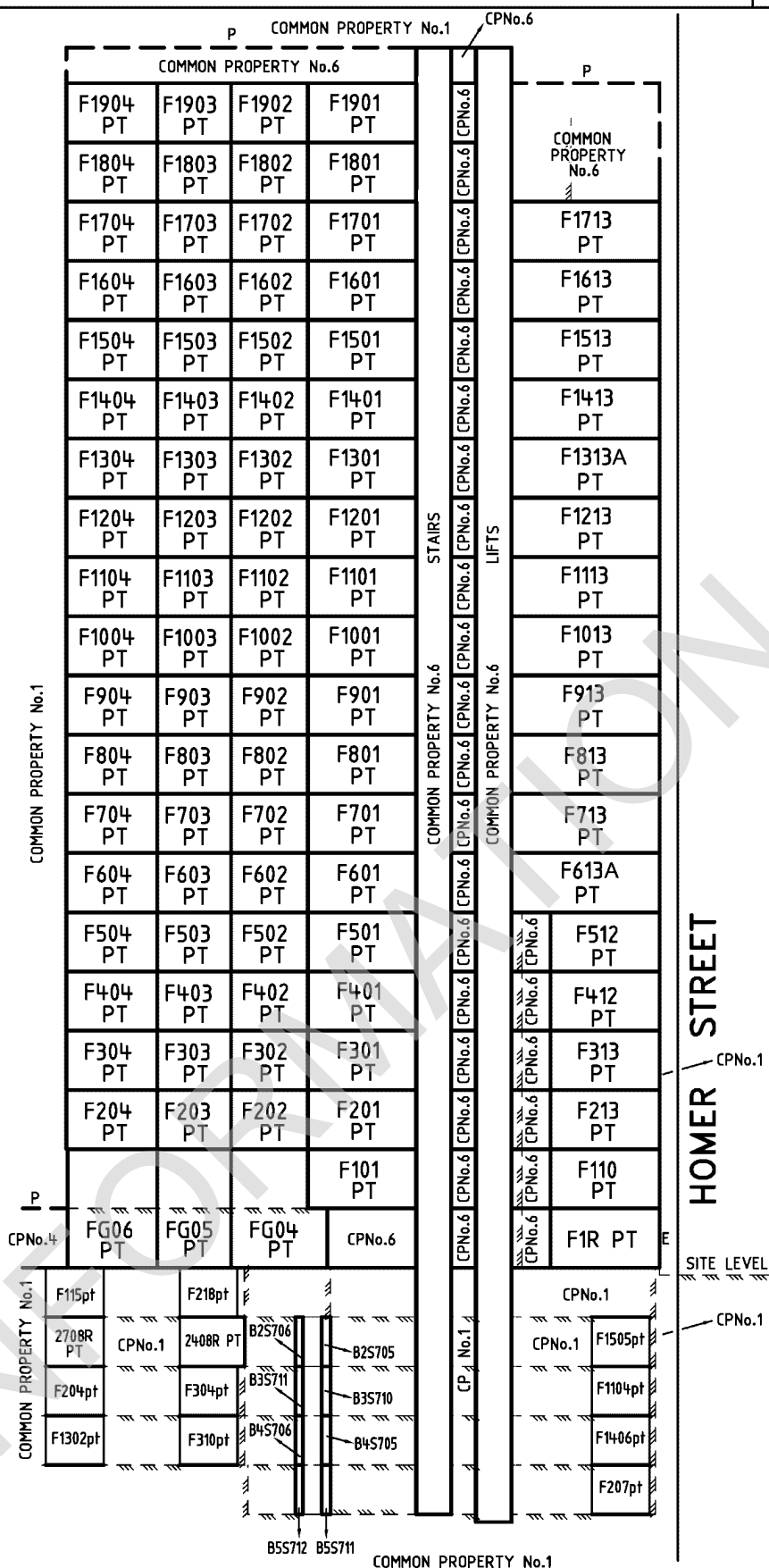
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WITH CONFIDENCE™ *Bosco Jensen*
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DATE _____
VERSION - _____
REFERENCE 29959
DRAWING - _____

PLAN OF SUBDIVISION

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ROOF LEVEL

NINETEENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

EIGHTEENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SEVENTEENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SIXTEENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIFTEENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FOURTEENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

THIRTEENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

TWELFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

ELEVENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

TENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

NINTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

EIGHTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SEVENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SIXTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SECOND STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIRST STOREY
TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT FG01-FG06 (INCLUSIVE)

GROUND STOREY
TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT FG01-FG06 (INCLUSIVE)

BASEMENT LEVEL 1
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 3
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 4
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 5
TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT THOSE MARKED WITH '\$'

SECTION D - D'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

SCALE
NTS

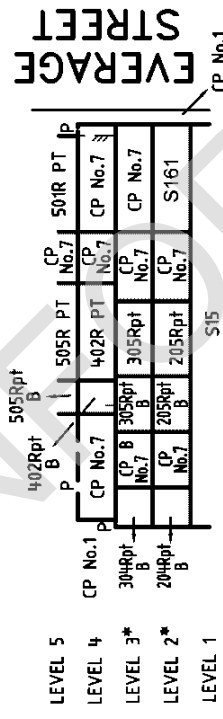
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LENGTHS ARE IN METRES

DATE REFERENCE 29959
VERSION - DRAWING -

ORIGINAL SHEET SIZE A3
SHEET 161

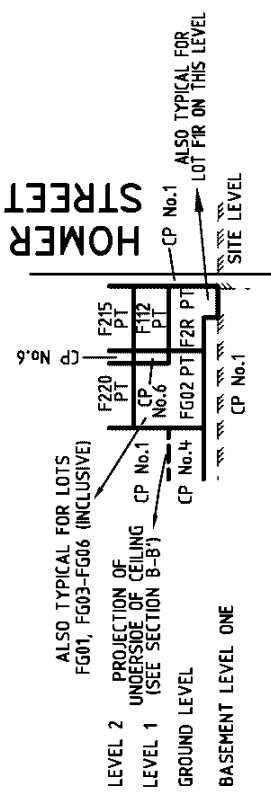
PLAN OF SUBDIVISION

PS 738832M



SECTION D5 - D5'

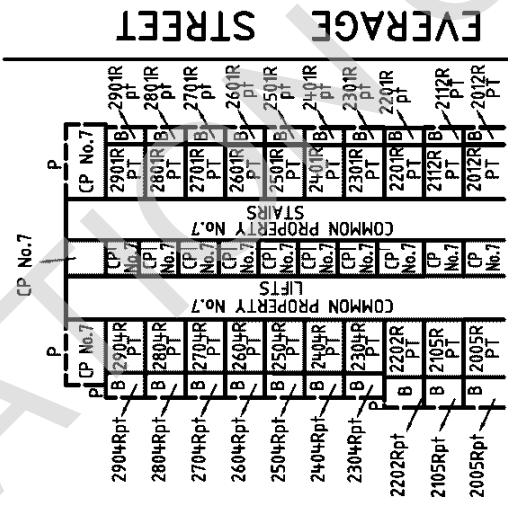
NOT TO SCALE
NOTES: * DENOTES TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT CP No.7 LIFTS AND STAIRS & CP No.8 LIFTS AND STAIRS



SECTION E - E'

NOT TO SCALE

COMMON PROPERTY No.1



SEE SHEET 164 FOR CONTINUATION

SECTION F - F' (PART)

NOT TO SCALE

- TOPMOST LEVEL
- LEVEL 29 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 28 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 27 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 26 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 25 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 24 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 23 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 22 (TYPICAL FOR LOTS ON THIS LEVEL)
- LEVEL 21 (TYPICAL FOR LOTS ON THIS LEVEL) *
- LEVEL 20 (TYPICAL FOR LOTS ON THIS LEVEL) *

NOTE: * EXCEPT FOR CPNo.7 - LIFTS AND STAIRS



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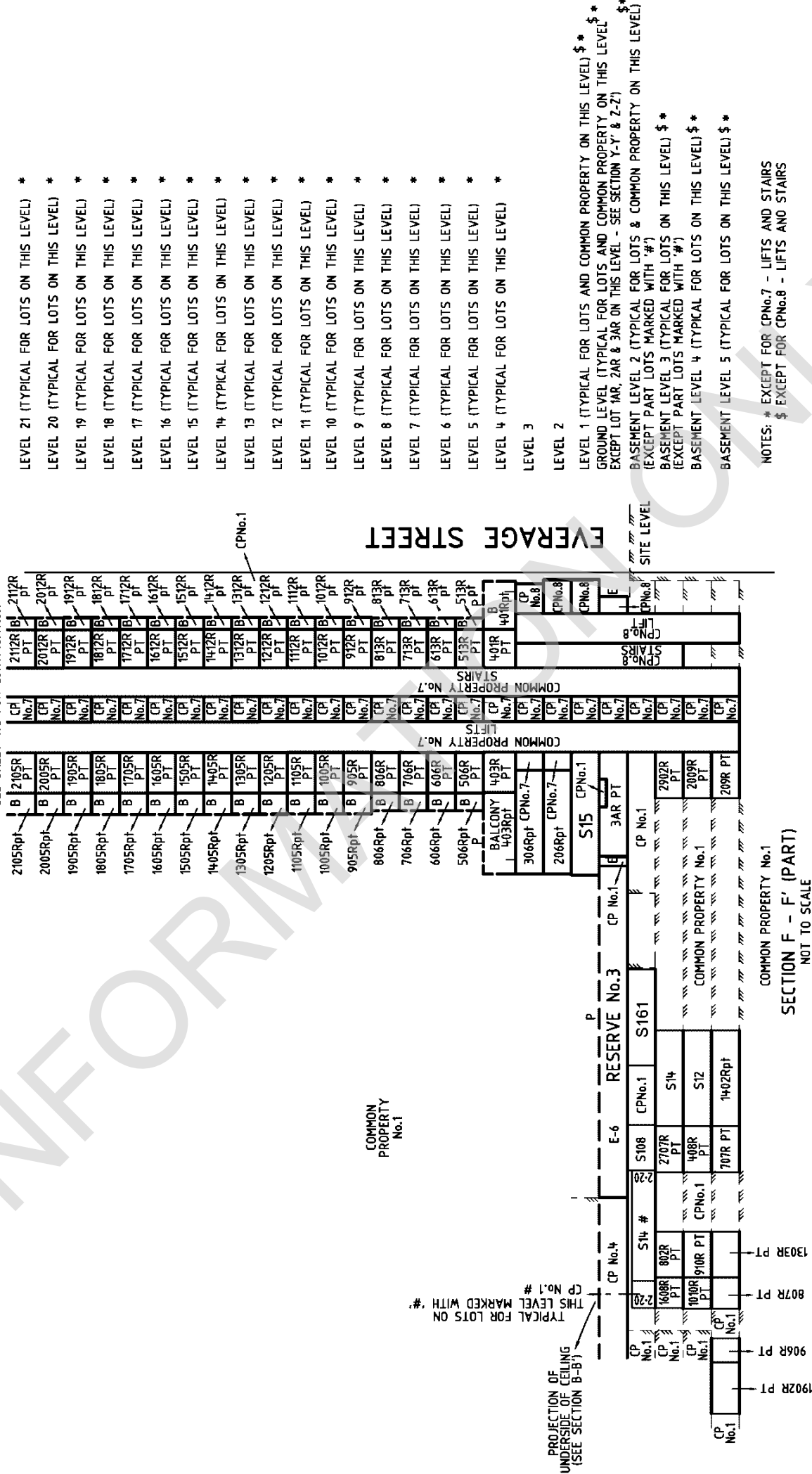
DATE 01/06/20
REFERENCE 29959073
VERSION C
DRAWING 2995907BC

0
LENGTHS ARE IN METRES

SCALE
NTS

ORIGINAL SHEET SIZE A3
SHEET 163

SEE SHEET 163 FOR CONTINUATION



COMMON PROPERTY No.1
SECTION F - F' (PART)
NOT TO SCALE

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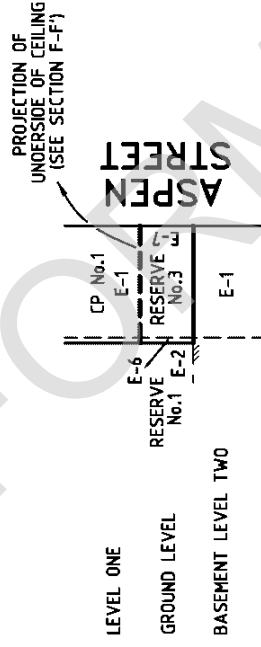
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DATE	01/06/20	REFERENCE	29959073
VERSION	C	DRAWING	2995907BC

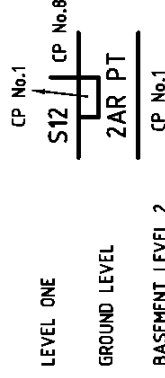
SCALE	ORIGINAL SHEET SIZE A3
ENTS	SHEET 164

PLAN OF SUBDIVISION

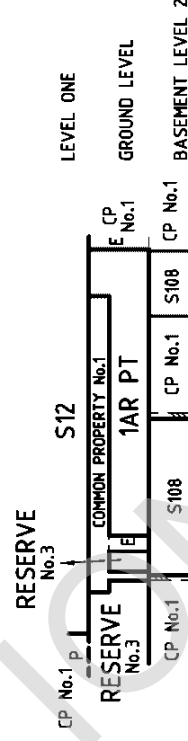
PS 738832M



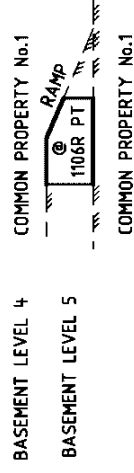
SECTION W - W'
NOT TO SCALE



SECTION Y - Y'
NOT TO SCALE



SECTION Z - Z'
NOT TO SCALE



SECTION X - X'
NOT TO SCALE

(ALSO TYPICAL FOR LOT 1006R PT ON THIS LEVEL)



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LICENSED SURVEYOR ANDREI FIJAN

DATE	REFERENCE	29959
VERSION	DRAWING	-

SCALE NTS	ORIGINAL SHEET SIZE A3
	SHEET 165

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS738832M

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S100	SEE PS738832M/S2	STAGE PLAN	PS738832M/S2	29/11/18	2	LJW
LOT S101	LOTS S106- S108 AND ADDITIONAL CP1	STAGE PLAN	PS738832M/S101	05/12/19	3	RGM
LOT S106	LOTS FG01- FG06, F101- F115, F201- F221, F301- F321, F401- F420, F501- F520, F601- F613, F701- F713, F801- F813, F901- F913, F1001- F1103, F1101- F1113, F1201- F1213, F1301- F1313, F1401- F1413, F1501- F1505, F1507- F1513, F1601- F1605, F1607- F1613, F1701- F1705, F1707- F1713, F1801- F1805, F1807- F1809, F1901- F1905, F1907- F1909, F1R, F2R, F4R, F5R, F6R, S200, RESERVE 2, CP6 AND ADDITIONAL CP1 AND 4	STAGE PLAN	PS738832M/S106	05/12/19	3	RGM
LOTS S107,S200	LOTS 201R-209R,301R-309R, 401R-409R,501R-513R, 601R-613R,701R-713R, 801R-813R,901R-912R, 1001R-1012R,1101R-1112R, 1201R-1212R,1301R-1312R, 1401R-1412R,1501R-1512R, 1601R-1612R,1701R-1712R, 1801R-1812R,1901R-1912R 2001R-2012R,2101R-2112R 1AR-4AR,S12-S16, S110 & ADDITIONAL CP No.1, CP No.7,CP No.8	STAGE PLAN	PS738832M/S107	07/08/20	4	H.L.
LOT S110	LOTS B2S700 - B2S710 B3S700 - B3S721 B4S700 - B4S711 B5S700 - B5S723 2201R - 2206R 2301R - 2308R 2401R - 2408R 2501R - 2508R 2601R - 2608R Res 3 and Common Property No.9	STAGE PLAN	PS738832M/S110	27/10/20	5	H.L.
LOTS F613 AND F1313	LOTS F613A AND F1313A	AMENDMENT SECTION 32	PS738832M/D1	02/02/22	6	L.H
LOT S13 AND LOT S16	LOT S131 AND LOT S161	STAGE PLAN	PS738832M/S16	24/2/22	7	A.R.T.

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS738832M

The land in PS738832M is affected by 9 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, 6 - 10, Lots 1AR, 1R, 2AR, 2R, 3AR, 3R, 4AR, 4R, 5R, 6R, 7R, 101 - 122, 201, 201R, 202, 202R, 203, 203R, 204, 204R, 205, 205R, 206, 206R, 207, 207R, 208, 208R, 209, 209R, 210 - 222, 301, 301R, 302, 302R, 303, 303R, 304, 304R, 305, 305R, 306, 306R, 307, 307R, 308, 308R, 309, 309R, 310 - 322, 401, 401R, 402, 402R, 403, 403R, 404, 404R, 405, 405R, 406, 406R, 407, 407R, 408, 408R, 409, 409R, 410 - 419, 501, 501R, 502, 502R, 503, 503R, 504, 504R, 505, 505R, 506, 506R, 507, 507R, 508, 508R, 509, 509R, 510, 510R, 511, 511R, 512, 512R, 513, 513R, 514 - 519, 601, 601R, 602, 602R, 603, 603R, 604, 604R, 605, 605R, 606, 606R, 607, 607R, 608, 608R, 609, 609R, 610R, 611R, 612R, 613R, 701, 701R, 702, 702R, 703, 703R, 704, 704R, 705, 705R, 706, 706R, 707, 707R, 708R, 709R, 710R, 711R, 712R, 713R, 801, 801R, 802, 802R, 803, 803R, 804, 804R, 805, 805R, 806, 806R, 807, 807R, 808R, 809R, 810R, 811R, 812R, 813R, 901, 901R, 902, 902R, 903, 903R, 904, 904R, 905, 905R, 906, 906R, 907, 907R, 908R, 909R, 910R, 911R, 912R, 1001, 1001R, 1002, 1002R, 1003, 1003R, 1004, 1004R, 1005, 1005R, 1006, 1006R, 1007, 1007R, 1008R, 1009R, 1010R, 1011R, 1012R, 1101, 1101R, 1102, 1102R, 1103, 1103R, 1104, 1104R, 1105, 1105R, 1106, 1106R, 1107, 1107R, 1108R, 1109R, 1110R, 1111R, 1112R, 1201, 1201R, 1202, 1202R, 1203, 1203R, 1204, 1204R, 1205, 1205R, 1206, 1206R, 1207, 1207R, 1208R, 1209R, 1210R, 1211R, 1212R, 1301R, 1302R, 1303R, 1304R, 1305R, 1306R, 1307R, 1308R, 1309R, 1310R, 1311R, 1312R, 1401R, 1402R, 1403R, 1404R, 1405R, 1406R, 1407R, 1408R, 1409R, 1410R, 1411R, 1412R, 1501R, 1502R, 1503R, 1504R, 1505R, 1506R, 1507R, 1508R, 1509R, 1510R, 1511R, 1512R, 1601R, 1602R, 1603R, 1604R, 1605R, 1606R, 1607R, 1608R, 1609R, 1610R, 1611R, 1612R, 1701R, 1702R, 1703R, 1704R, 1705R, 1706R, 1707R, 1708R, 1709R, 1710R, 1711R, 1712R, 1801R, 1802R, 1803R, 1804R, 1805R, 1806R, 1807R, 1808R, 1809R, 1810R, 1811R, 1812R, 1901R, 1902R, 1903R, 1904R, 1905R, 1906R, 1907R, 1908R, 1909R, 1910R, 1911R, 1912R, 2001R, 2002R, 2003R, 2004R, 2005R, 2006R, 2007R, 2008R, 2009R, 2010R, 2011R, 2012R, 2101R, 2102R, 2103R, 2104R, 2105R, 2106R, 2107R, 2108R, 2109R, 2110R, 2111R, 2112R, 2201R, 2202R, 2203R, 2204R, 2205R, 2206R, 2301R, 2302R, 2303R, 2304R, 2305R, 2306R, 2307R, 2308R, 2401R, 2402R, 2403R, 2404R, 2405R, 2406R, 2407R, 2408R, 2501R, 2502R, 2503R, 2504R, 2505R, 2506R, 2507R, 2508R, 2601R, 2602R, 2603R, 2604R, 2605R, 2606R, 2607R, 2608R, 2701R, 2702R, 2703R, 2704R, 2705R, 2706R, 2707R, 2708R, 2801R, 2802R, 2803R, 2804R, 2805R, 2806R, 2807R, 2808R, 2901R, 2902R, 2903R, 2904R, 2905R, 2906R, 2907R, 2908R, B2S700, B2S701, B2S702, B2S703, B2S704, B2S705, B2S706, B2S707, B2S708, B2S709, B2S710, B3S700, B3S701, B3S702, B3S703, B3S704, B3S705, B3S706, B3S707, B3S708, B3S709, B3S710, B3S711, B3S712, B3S713, B3S714, B3S715, B3S716, B3S717, B3S718, B3S719, B3S720, B3S721, B4S700, B4S701, B4S702, B4S703, B4S704, B4S705, B4S706, B4S707, B4S708, B4S709, B4S710, B4S711, B5S700, B5S701, B5S702, B5S703, B5S704, B5S705, B5S706, B5S707, B5S708, B5S709, B5S710, B5S711, B5S712, B5S713, B5S714, B5S715, B5S716, B5S717, B5S718, B5S719, B5S720, B5S721, B5S722, B5S723, F1R, F2R, F4R, F5R, F6R, F101, F102, F103, F104, F105, F106, F107, F108, F109, F110, F111, F112, F113, F114, F115, F201, F202, F203, F204, F205, F206, F207, F208, F209, F210, F211, F212, F213, F214, F215, F216, F217, F218, F219, F220, F221, F301, F302, F303, F304, F305, F306, F307, F308, F309, F310, F311, F312, F313, F314, F315, F316, F317, F318, F319, F320, F321, F401, F402, F403, F404, F405, F406, F407, F408, F409, F410, F411, F412, F413, F414, F415, F416, F417, F418, F419, F420, F501, F502, F503, F504, F505, F506, F507, F508, F509, F510, F511, F512, F513, F514, F515, F516, F517, F518, F519, F520, F601, F602, F603, F604, F605, F606, F607, F608, F609, F610, F611, F612, F701, F702, F703, F704, F705, F706, F707, F708, F709, F710, F711, F712, F713, F801, F802, F803, F804, F805, F806, F807, F808, F809, F810, F811, F812, F813, F901, F902, F903, F904, F905, F906, F907, F908, F909, F910, F911, F912, F913, F1001, F1002, F1003, F1004, F1005, F1006, F1007, F1008, F1009, F1010, F1011, F1012, F1013, F1101, F1102, F1103, F1104, F1105, F1106, F1107, F1108, F1109, F1110, F1111, F1112, F1113, F1201, F1202, F1203, F1204, F1205, F1206, F1207, F1208, F1209, F1210, F1211, F1212, F1213, F1301, F1302, F1303, F1304, F1305, F1306, F1307, F1308, F1309, F1310, F1311, F1312, F1401, F1402, F1403, F1404, F1405, F1406, F1407, F1408, F1409, F1410, F1411, F1412, F1413, F1501, F1502, F1503, F1504, F1505, F1507, F1508, F1509, F1510, F1511, F1512, F1513, F1601, F1602, F1603, F1604, F1605, F1607, F1608, F1609, F1610, F1611, F1612, F1613, F1701, F1702, F1703, F1704, F1705, F1707, F1708, F1709, F1710, F1711, F1712, F1713, F1801, F1802, F1803, F1804,



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OWNERS CORPORATION 1
PLAN NO. PS738832M

F1805, F1807, F1808, F1809, F1901, F1902, F1903, F1904, F1905, F1907, F1908, F1909, F613A, F1313A, FG01, FG02, FG03, FG04, FG05, FG06, G01, G16, G17, G18, G19, G02, G20, G21, G03, G04, H1R, H2R, H3R, H4R, H5R, H6R, H101, H102, H103, H104, H105, H106, H107, H108, H109, H110, H111, H112, H113, H114, H115, H116, H117, H118, H119, H120, H121, H122, H123, H124, H125, H126, H127, H128, H129, H201, H202, H203, H204, H205, H206, H207, H208, H209, H210, H211, H212, H213, H214, H215, H216, H217, H218, H219, H220, H221, H222, H223, H224, H225, H226, H227, H228, H229, H301, H302, H303, H304, H305, H306, H307, H308, H309, H310, H311, H312, H313, H314, H315, H316, H317, H318, H319, H320, H321, H322, H323, H324, H325, H326, H327, H328, H329, H401, H402, H403, H404, H405, H406, H407, H408, H409, H410, H411, H412, H413, H414, H415, H416, H417, H418, H419, H420, H421, H422, H501, H502, H503, H504, H505, H506, H507, H508, H509, H510, H511, H512, H513, H514, H515, H516, H517, H518, H519, H520, H521, H522, H523, H524, H525, H603, H604, H605, H606, H607, H608, H609, H610, H611, H612, H613, H614, H615, H616, H617, H618, H619, H620, H621, H622, H623, H624, H625, H626, H627, H703, H704, H705, H706, H707, H708, H709, H710, H711, H712, H713, H714, H715, H716, H717, H718, H719, H720, H721, H722, H723, H724, H725, H726, H727, H803, H804, H805, H806, H807, H808, H809, H810, H811, H812, H813, H814, H815, H816, H817, H818, H819, H820, H821, H822, H823, H824, H825, H826, H827, H903, H904, H905, H906, H907, H908, H909, H910, H911, H912, H913, H915, H916, H917, H918, H919, H920, H921, H922, H923, H924, H925, H926, H927, H1003, H1004, H1005, H1006, H1007, H1008, H1009, H1010, H1011, H1012, H1013, H1014, H1015, H1016, H1017, H1018, H1019, H1020, H1021, H1022, H1023, H1024, H1025, H1026, H1027, H1101, H1102, H1104, H1105, H1106, H1108, H1109, H1110, H1111, H1112, H1113, H1114, H1115, H1116, H1117, H1118, H1119, H1120, H1121, H1122, H1201, H1202, H1203, H1204, H1205, H1206, H1207, H1208, H1209, H1210, H1211, H1212, H1213, H1214, H1215, H1216, H1217, H1218, H1219, H1220, H1221, H1222, H1301, H1302, H1303, H1304, H1305, H1306, H1307, H1308, H1310, H1311, H1312, H1313, H1314, H1315, H1316, H1317, H1318, H1319, H1320, H1321, H1322, H1401, H1402, H1403, H1405, H1406, H1407, H1408, H1409, H1410, H1411, H1412, H1413, H1414, H1415, H1416, H1417, H1418, H1419, H1420, H1421, H1422, H1504, H1505, H1506, H1507, H1508, H1509, H1510, H1511, H1512, H1513, H1514, H1515, H1516, H1518, H1519, H1520, H1521, H1522, H1524, H1601, H1602, H1603, H1604, H1605, H1606, H1607, H1608, H1609, H1610, H1612, H1613, H1614, H1615, H1616, H1617, H1618, H1701, H1702, H1703, H1704, H1705, H1706, H1707, H1708, H1709, H1710, H1711, H1712, H1801, H1802, H1803, H1804, H1805, H1806, H1807, H1808, H1809, H1901, H1902, H1903, H1904, H1905, H1906, H1907, H1908, H2001, H2002, H2004, H2005, H2006, H2007, H2008, H2101, H2102, H2104, H2105, H2106, H2107, H2108, H2201, H2202, H2204, H2205, H2206, H2207, H2208, HG01, HG02, HG03, HG04, HG05, HM01, HM02, HM03, HM04, HM05, HM07, HM08, S12, S14, S15, S108, S131, S161.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 2 436 JOHNSTON STREET ABBOTSFORD VIC 3067

AT465212C 28/07/2020

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. OC041495M 12/11/2018

Additional Owners Corporation Information:

OC041491V 12/11/2018

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 10 are entitled to use Common Property No. 10. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6. Only the members of Owners



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS738832M

Corporation 7 are entitled to use Common Property No. 7. Only the members of Owners Corporation 8 are entitled to use Common Property No. 8. Only the members of Owners Corporation 9 are entitled to use Common Property No. 9. Lots in the table below may also be members of Owners Corporation No.4 and No.6 Only the members of Owners Corporation No. 4 are entitled to use Common Property No. 4 Only the members of Owners Corporation No. 6 are entitled to use Common Property No. 6 Lots in the table below may also be members of Owners Corporation No. 8 Only the members of Owners Corporation No. 8 are entitled to use Common Property No. 8

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Common Property 6	0	0
Common Property 7	0	0
Common Property 8	0	0
Common Property 9	0	0
Common Property 10	0	0
Lot 1AR	154	154
Lot 1R	29	29
Lot 2AR	44	44
Lot 2R	39	39
Lot 3AR	49	49
Lot 3R	38	38
Lot 4AR	106	106
Lot 4R	44	44
Lot 5R	51	51
Lot 6R	51	51
Lot 7R	51	51
Lot 101	49	49
Lot 102	34	34
Lot 103	36	36
Lot 104	36	36
Lot 105	43	43



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 106	39	39
Lot 107	44	44
Lot 108	51	51
Lot 109	51	51
Lot 110	44	44
Lot 111	39	39
Lot 112	51	51
Lot 113	44	44
Lot 114	51	51
Lot 115	52	52
Lot 116	37	37
Lot 117	36	36
Lot 118	34	34
Lot 119	34	34
Lot 120	36	36
Lot 121	36	36
Lot 122	36	36
Lot 201	55	55
Lot 201R	78	78
Lot 202	37	37
Lot 202R	55	55
Lot 203	44	44
Lot 203R	55	55
Lot 204	39	39
Lot 204R	90	90
Lot 205	46	46
Lot 205R	71	71
Lot 206	47	47
Lot 206R	60	60



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 207	47	47
Lot 207R	40	40
Lot 208	55	55
Lot 208R	64	64
Lot 209	55	55
Lot 209R	58	58
Lot 210	47	47
Lot 211	47	47
Lot 212	55	55
Lot 213	47	47
Lot 214	55	55
Lot 215	52	52
Lot 216	50	50
Lot 217	39	39
Lot 218	37	37
Lot 219	37	37
Lot 220	39	39
Lot 221	43	43
Lot 222	48	48
Lot 301	55	55
Lot 301R	78	78
Lot 302	37	37
Lot 302R	55	55
Lot 303	44	44
Lot 303R	55	55
Lot 304	45	45
Lot 304R	90	90
Lot 305	46	46
Lot 305R	71	71



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 306	47	47
Lot 306R	60	60
Lot 307	47	47
Lot 307R	40	40
Lot 308	55	55
Lot 308R	65	65
Lot 309	55	55
Lot 309R	58	58
Lot 310	47	47
Lot 311	47	47
Lot 312	55	55
Lot 313	47	47
Lot 314	55	55
Lot 315	52	52
Lot 316	50	50
Lot 317	44	44
Lot 318	37	37
Lot 319	42	42
Lot 320	44	44
Lot 321	39	39
Lot 322	48	48
Lot 401	55	55
Lot 401R	42	42
Lot 402	37	37
Lot 402R	64	64
Lot 403	44	44
Lot 403R	43	43
Lot 404	45	45
Lot 404R	46	46



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 405	47	47
Lot 405R	67	67
Lot 406	47	47
Lot 406R	73	73
Lot 407	47	47
Lot 407R	69	69
Lot 408	55	55
Lot 408R	63	63
Lot 409	56	56
Lot 409R	40	40
Lot 410	44	44
Lot 411	44	44
Lot 412	47	47
Lot 413	55	55
Lot 414	52	52
Lot 415	50	50
Lot 416	44	44
Lot 417	37	37
Lot 418	37	37
Lot 419	61	61
Lot 501	55	55
Lot 501R	46	46
Lot 502	37	37
Lot 502R	74	74
Lot 503	44	44
Lot 503R	60	60
Lot 504	45	45
Lot 504R	67	67
Lot 505	47	47



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 505R	61	61
Lot 506	47	47
Lot 506R	40	40
Lot 507	47	47
Lot 507R	41	41
Lot 508	55	55
Lot 508R	66	66
Lot 509	56	56
Lot 509R	74	74
Lot 510	44	44
Lot 510R	70	70
Lot 511	44	44
Lot 511R	62	62
Lot 512	47	47
Lot 512R	39	39
Lot 513	55	55
Lot 513R	37	37
Lot 514	52	52
Lot 515	50	50
Lot 516	44	44
Lot 517	37	37
Lot 518	37	37
Lot 519	61	61
Lot 601	55	55
Lot 601R	47	47
Lot 602	37	37
Lot 602R	77	77
Lot 603	44	44
Lot 603R	57	57



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 604	45	45
Lot 604R	67	67
Lot 605	47	47
Lot 605R	61	61
Lot 606	47	47
Lot 606R	40	40
Lot 607	44	44
Lot 607R	41	41
Lot 608	58	58
Lot 608R	66	66
Lot 609	56	56
Lot 609R	74	74
Lot 610R	70	70
Lot 611R	62	62
Lot 612R	39	39
Lot 613R	38	38
Lot 701	55	55
Lot 701R	44	44
Lot 702	37	37
Lot 702R	74	74
Lot 703	44	44
Lot 703R	57	57
Lot 704	50	50
Lot 704R	67	67
Lot 705	44	44
Lot 705R	62	62
Lot 706	58	58
Lot 706R	40	40
Lot 707	56	56



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 707R	44	44
Lot 708R	66	66
Lot 709R	74	74
Lot 710R	70	70
Lot 711R	63	63
Lot 712R	39	39
Lot 713R	38	38
Lot 801	55	55
Lot 801R	47	47
Lot 802	37	37
Lot 802R	75	75
Lot 803	44	44
Lot 803R	58	58
Lot 804	50	50
Lot 804R	68	68
Lot 805	44	44
Lot 805R	62	62
Lot 806	58	58
Lot 806R	40	40
Lot 807	56	56
Lot 807R	44	44
Lot 808R	66	66
Lot 809R	74	74
Lot 810R	70	70
Lot 811R	63	63
Lot 812R	40	40
Lot 813R	38	38
Lot 901	55	55
Lot 901R	44	44



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 902	37	37
Lot 902R	112	112
Lot 903	44	44
Lot 903R	113	113
Lot 904	50	50
Lot 904R	65	65
Lot 905	44	44
Lot 905R	40	40
Lot 906	58	58
Lot 906R	45	45
Lot 907	56	56
Lot 907R	67	67
Lot 908R	74	74
Lot 909R	71	71
Lot 910R	63	63
Lot 911R	43	43
Lot 912R	38	38
Lot 1001	55	55
Lot 1001R	45	45
Lot 1002	37	37
Lot 1002R	112	112
Lot 1003	44	44
Lot 1003R	113	113
Lot 1004	51	51
Lot 1004R	62	62
Lot 1005	44	44
Lot 1005R	40	40
Lot 1006	58	58
Lot 1006R	45	45



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1007	56	56
Lot 1007R	67	67
Lot 1008R	74	74
Lot 1009R	71	71
Lot 1010R	64	64
Lot 1011R	44	44
Lot 1012R	39	39
Lot 1101	55	55
Lot 1101R	48	48
Lot 1102	37	37
Lot 1102R	112	112
Lot 1103	44	44
Lot 1103R	114	114
Lot 1104	51	51
Lot 1104R	62	62
Lot 1105	44	44
Lot 1105R	40	40
Lot 1106	58	58
Lot 1106R	45	45
Lot 1107	56	56
Lot 1107R	67	67
Lot 1108R	75	75
Lot 1109R	71	71
Lot 1110R	64	64
Lot 1111R	44	44
Lot 1112R	39	39
Lot 1201	55	55
Lot 1201R	48	48
Lot 1202	37	37



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1202R	112	112
Lot 1203	44	44
Lot 1203R	114	114
Lot 1204	51	51
Lot 1204R	62	62
Lot 1205	44	44
Lot 1205R	40	40
Lot 1206	58	58
Lot 1206R	45	45
Lot 1207	56	56
Lot 1207R	67	67
Lot 1208R	75	75
Lot 1209R	71	71
Lot 1210R	64	64
Lot 1211R	44	44
Lot 1212R	40	40
Lot 1301R	48	48
Lot 1302R	112	112
Lot 1303R	114	114
Lot 1304R	62	62
Lot 1305R	40	40
Lot 1306R	45	45
Lot 1307R	67	67
Lot 1308R	78	78
Lot 1309R	71	71
Lot 1310R	64	64
Lot 1311R	44	44
Lot 1312R	40	40
Lot 1401R	51	51



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Land Parcel	Entitlement	Liability
Lot 1402R	112	112
Lot 1403R	114	114
Lot 1404R	63	63
Lot 1405R	43	43
Lot 1406R	47	47
Lot 1407R	67	67
Lot 1408R	78	78
Lot 1409R	71	71
Lot 1410R	64	64
Lot 1411R	46	46
Lot 1412R	40	40
Lot 1501R	51	51
Lot 1502R	112	112
Lot 1503R	114	114
Lot 1504R	63	63
Lot 1505R	46	46
Lot 1506R	48	48
Lot 1507R	68	68
Lot 1508R	78	78
Lot 1509R	71	71
Lot 1510R	65	65
Lot 1511R	47	47
Lot 1512R	43	43
Lot 1601R	51	51
Lot 1602R	113	113
Lot 1603R	114	114
Lot 1604R	63	63
Lot 1605R	46	46
Lot 1606R	48	48



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Land Parcel	Entitlement	Liability
Lot 1607R	68	68
Lot 1608R	75	75
Lot 1609R	72	72
Lot 1610R	65	65
Lot 1611R	47	47
Lot 1612R	40	40
Lot 1701R	51	51
Lot 1702R	113	113
Lot 1703R	115	115
Lot 1704R	64	64
Lot 1705R	47	47
Lot 1706R	49	49
Lot 1707R	69	69
Lot 1708R	79	79
Lot 1709R	75	75
Lot 1710R	65	65
Lot 1711R	47	47
Lot 1712R	40	40
Lot 1801R	51	51
Lot 1802R	113	113
Lot 1803R	115	115
Lot 1804R	64	64
Lot 1805R	47	47
Lot 1806R	49	49
Lot 1807R	69	69
Lot 1808R	79	79
Lot 1809R	73	73
Lot 1810R	65	65
Lot 1811R	47	47



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1812R	41	41
Lot 1901R	52	52
Lot 1902R	113	113
Lot 1903R	115	115
Lot 1904R	64	64
Lot 1905R	48	48
Lot 1906R	49	49
Lot 1907R	69	69
Lot 1908R	80	80
Lot 1909R	73	73
Lot 1910R	65	65
Lot 1911R	47	47
Lot 1912R	46	46
Lot 2001R	52	52
Lot 2002R	113	113
Lot 2003R	115	115
Lot 2004R	64	64
Lot 2005R	48	48
Lot 2006R	49	49
Lot 2007R	69	69
Lot 2008R	80	80
Lot 2009R	73	73
Lot 2010R	66	66
Lot 2011R	48	48
Lot 2012R	46	46
Lot 2101R	52	52
Lot 2102R	111	111
Lot 2103R	118	118
Lot 2104R	65	65



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2105R	48	48
Lot 2106R	49	49
Lot 2107R	69	69
Lot 2108R	77	77
Lot 2109R	73	73
Lot 2110R	66	66
Lot 2111R	48	48
Lot 2112R	46	46
Lot 2201R	136	136
Lot 2202R	79	79
Lot 2203R	98	98
Lot 2204R	104	104
Lot 2205R	101	101
Lot 2206R	80	80
Lot 2301R	91	91
Lot 2302R	169	169
Lot 2303R	50	50
Lot 2304R	48	48
Lot 2305R	130	130
Lot 2306R	81	81
Lot 2307R	74	74
Lot 2308R	124	124
Lot 2401R	92	92
Lot 2402R	169	169
Lot 2403R	50	50
Lot 2404R	48	48
Lot 2405R	130	130
Lot 2406R	81	81
Lot 2407R	74	74



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2408R	125	125
Lot 2501R	92	92
Lot 2502R	163	163
Lot 2503R	51	51
Lot 2504R	48	48
Lot 2505R	130	130
Lot 2506R	78	78
Lot 2507R	74	74
Lot 2508R	125	125
Lot 2601R	92	92
Lot 2602R	164	164
Lot 2603R	51	51
Lot 2604R	49	49
Lot 2605R	131	131
Lot 2606R	82	82
Lot 2607R	75	75
Lot 2608R	125	125
Lot 2701R	92	92
Lot 2702R	164	164
Lot 2703R	51	51
Lot 2704R	49	49
Lot 2705R	131	131
Lot 2706R	82	82
Lot 2707R	75	75
Lot 2708R	126	126
Lot 2801R	93	93
Lot 2802R	167	167
Lot 2803R	52	52
Lot 2804R	49	49



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2805R	131	131
Lot 2806R	82	82
Lot 2807R	75	75
Lot 2808R	126	126
Lot 2901R	93	93
Lot 2902R	165	165
Lot 2903R	55	55
Lot 2904R	50	50
Lot 2905R	132	132
Lot 2906R	79	79
Lot 2907R	76	76
Lot 2908R	126	126
Lot B2S700	0.1	0.1
Lot B2S701	0.1	0.1
Lot B2S702	0.1	0.1
Lot B2S703	0.1	0.1
Lot B2S704	0.1	0.1
Lot B2S705	0.1	0.1
Lot B2S706	0.1	0.1
Lot B2S707	0.1	0.1
Lot B2S708	0.1	0.1
Lot B2S709	0.1	0.1
Lot B2S710	0.1	0.1
Lot B3S700	0.1	0.1
Lot B3S701	0.1	0.1
Lot B3S702	0.1	0.1
Lot B3S703	0.1	0.1
Lot B3S704	0.1	0.1
Lot B3S705	0.1	0.1



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Land Parcel	Entitlement	Liability
Lot B3S706	0.1	0.1
Lot B3S707	0.1	0.1
Lot B3S708	0.1	0.1
Lot B3S709	0.1	0.1
Lot B3S710	0.1	0.1
Lot B3S711	0.1	0.1
Lot B3S712	0.1	0.1
Lot B3S713	0.1	0.1
Lot B3S714	0.1	0.1
Lot B3S715	0.1	0.1
Lot B3S716	0.1	0.1
Lot B3S717	0.1	0.1
Lot B3S718	0.1	0.1
Lot B3S719	0.1	0.1
Lot B3S720	0.1	0.1
Lot B3S721	0.1	0.1
Lot B4S700	0.1	0.1
Lot B4S701	0.1	0.1
Lot B4S702	0.1	0.1
Lot B4S703	0.1	0.1
Lot B4S704	0.1	0.1
Lot B4S705	0.1	0.1
Lot B4S706	0.1	0.1
Lot B4S707	0.1	0.1
Lot B4S708	0.1	0.1
Lot B4S709	0.1	0.1
Lot B4S710	0.1	0.1
Lot B4S711	0.1	0.1
Lot B5S700	0.1	0.1



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Land Parcel	Entitlement	Liability
Lot B5S701	0.1	0.1
Lot B5S702	0.1	0.1
Lot B5S703	0.1	0.1
Lot B5S704	0.1	0.1
Lot B5S705	0.1	0.1
Lot B5S706	0.1	0.1
Lot B5S707	0.1	0.1
Lot B5S708	0.1	0.1
Lot B5S709	0.1	0.1
Lot B5S710	0.1	0.1
Lot B5S711	0.1	0.1
Lot B5S712	0.1	0.1
Lot B5S713	0.1	0.1
Lot B5S714	0.1	0.1
Lot B5S715	0.1	0.1
Lot B5S716	0.1	0.1
Lot B5S717	0.1	0.1
Lot B5S718	0.1	0.1
Lot B5S719	0.1	0.1
Lot B5S720	0.1	0.1
Lot B5S721	0.1	0.1
Lot B5S722	0.1	0.1
Lot B5S723	0.1	0.1
Lot F1R	66	66
Lot F2R	62	62
Lot F4R	56	56
Lot F5R	55	55
Lot F6R	42	42
Lot F101	59	59



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F102	54	54
Lot F103	40	40
Lot F104	45	45
Lot F105	38	38
Lot F106	42	42
Lot F107	45	45
Lot F108	37	37
Lot F109	37	37
Lot F110	54	54
Lot F111	38	38
Lot F112	38	38
Lot F113	52	52
Lot F114	52	52
Lot F115	56	56
Lot F201	59	59
Lot F202	39	39
Lot F203	37	37
Lot F204	50	50
Lot F205	55	55
Lot F206	45	45
Lot F207	45	45
Lot F208	39	39
Lot F209	46	46
Lot F210	46	46
Lot F211	38	38
Lot F212	38	38
Lot F213	54	54
Lot F214	38	38
Lot F215	38	38



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Land Parcel	Entitlement	Liability
Lot F216	52	52
Lot F217	52	52
Lot F218	57	57
Lot F219	52	52
Lot F220	38	38
Lot F221	38	38
Lot F301	60	60
Lot F302	39	39
Lot F303	37	37
Lot F304	51	51
Lot F305	55	55
Lot F306	45	45
Lot F307	45	45
Lot F308	39	39
Lot F309	46	46
Lot F310	46	46
Lot F311	38	38
Lot F312	38	38
Lot F313	54	54
Lot F314	38	38
Lot F315	38	38
Lot F316	52	52
Lot F317	52	52
Lot F318	57	57
Lot F319	52	52
Lot F320	38	38
Lot F321	38	38
Lot F401	60	60
Lot F402	39	39



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Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F403	37	37
Lot F404	51	51
Lot F405	55	55
Lot F406	45	45
Lot F407	45	45
Lot F408	39	39
Lot F409	46	46
Lot F410	46	46
Lot F411	80	80
Lot F412	54	54
Lot F413	39	39
Lot F414	39	39
Lot F415	52	52
Lot F416	52	52
Lot F417	57	57
Lot F418	52	52
Lot F419	38	38
Lot F420	38	38
Lot F501	60	60
Lot F502	39	39
Lot F503	37	37
Lot F504	51	51
Lot F505	55	55
Lot F506	45	45
Lot F507	45	45
Lot F508	39	39
Lot F509	46	46
Lot F510	46	46
Lot F511	80	80



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F512	54	54
Lot F513	39	39
Lot F514	39	39
Lot F515	52	52
Lot F516	52	52
Lot F517	57	57
Lot F518	53	53
Lot F519	38	38
Lot F520	38	38
Lot F601	60	60
Lot F602	40	40
Lot F603	39	39
Lot F604	51	51
Lot F605	55	55
Lot F606	45	45
Lot F607	45	45
Lot F608	39	39
Lot F609	46	46
Lot F610	46	46
Lot F611	52	52
Lot F612	38	38
Lot F701	60	60
Lot F702	40	40
Lot F703	37	37
Lot F704	51	51
Lot F705	55	55
Lot F706	45	45
Lot F707	45	45
Lot F708	39	39



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F709	46	46
Lot F710	46	46
Lot F711	52	52
Lot F712	38	38
Lot F713	63	63
Lot F801	60	60
Lot F802	40	40
Lot F803	38	38
Lot F804	51	51
Lot F805	55	55
Lot F806	46	46
Lot F807	46	46
Lot F808	39	39
Lot F809	46	46
Lot F810	46	46
Lot F811	52	52
Lot F812	38	38
Lot F813	63	63
Lot F901	60	60
Lot F902	45	45
Lot F903	38	38
Lot F904	51	51
Lot F905	55	55
Lot F906	46	46
Lot F907	46	46
Lot F908	39	39
Lot F909	46	46
Lot F910	46	46
Lot F911	52	52



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F912	38	38
Lot F913	63	63
Lot F1001	61	61
Lot F1002	40	40
Lot F1003	40	40
Lot F1004	52	52
Lot F1005	55	55
Lot F1006	46	46
Lot F1007	46	46
Lot F1008	39	39
Lot F1009	46	46
Lot F1010	46	46
Lot F1011	52	52
Lot F1012	42	42
Lot F1013	63	63
Lot F1101	61	61
Lot F1102	40	40
Lot F1103	38	38
Lot F1104	52	52
Lot F1105	55	55
Lot F1106	46	46
Lot F1107	46	46
Lot F1108	39	39
Lot F1109	47	47
Lot F1110	47	47
Lot F1111	52	52
Lot F1112	39	39
Lot F1113	64	64
Lot F1201	61	61



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1202	41	41
Lot F1203	38	38
Lot F1204	52	52
Lot F1205	56	56
Lot F1206	46	46
Lot F1207	46	46
Lot F1208	40	40
Lot F1209	47	47
Lot F1210	47	47
Lot F1211	52	52
Lot F1212	39	39
Lot F1213	64	64
Lot F1301	61	61
Lot F1302	46	46
Lot F1303	39	39
Lot F1304	52	52
Lot F1305	56	56
Lot F1306	46	46
Lot F1307	46	46
Lot F1308	45	45
Lot F1309	47	47
Lot F1310	47	47
Lot F1311	52	52
Lot F1312	39	39
Lot F1401	61	61
Lot F1402	46	46
Lot F1403	44	44
Lot F1404	52	52
Lot F1405	56	56



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1406	46	46
Lot F1407	46	46
Lot F1408	45	45
Lot F1409	47	47
Lot F1410	47	47
Lot F1411	53	53
Lot F1412	39	39
Lot F1413	64	64
Lot F1501	61	61
Lot F1502	46	46
Lot F1503	42	42
Lot F1504	52	52
Lot F1505	102	102
Lot F1507	46	46
Lot F1508	45	45
Lot F1509	47	47
Lot F1510	47	47
Lot F1511	53	53
Lot F1512	44	44
Lot F1513	64	64
Lot F1601	62	62
Lot F1602	46	46
Lot F1603	39	39
Lot F1604	53	53
Lot F1605	102	102
Lot F1607	46	46
Lot F1608	45	45
Lot F1609	47	47
Lot F1610	47	47



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1611	53	53
Lot F1612	44	44
Lot F1613	64	64
Lot F1701	62	62
Lot F1702	46	46
Lot F1703	42	42
Lot F1704	53	53
Lot F1705	104	104
Lot F1707	47	47
Lot F1708	46	46
Lot F1709	48	48
Lot F1710	48	48
Lot F1711	53	53
Lot F1712	45	45
Lot F1713	65	65
Lot F1801	62	62
Lot F1802	46	46
Lot F1803	45	45
Lot F1804	53	53
Lot F1805	104	104
Lot F1807	47	47
Lot F1808	46	46
Lot F1809	83	83
Lot F1901	62	62
Lot F1902	46	46
Lot F1903	45	45
Lot F1904	53	53
Lot F1905	104	104
Lot F1907	47	47



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1908	46	46
Lot F1909	83	83
Lot F613A	63	63
Lot F1313A	64	64
Lot FG01	112	112
Lot FG02	86	86
Lot FG03	88	88
Lot FG04	98	98
Lot FG05	83	83
Lot FG06	103	103
Lot G01	48	48
Lot G16	35	35
Lot G17	35	35
Lot G18	35	35
Lot G19	35	35
Lot G02	35	35
Lot G20	35	35
Lot G21	35	35
Lot G03	35	35
Lot G04	35	35
Lot H1R	98	98
Lot H2R	73	73
Lot H3R	50	50
Lot H4R	88	88
Lot H5R	86	86
Lot H6R	106	106
Lot H101	40	40
Lot H102	40	40
Lot H103	48	48



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Land Parcel	Entitlement	Liability
Lot H104	60	60
Lot H105	40	40
Lot H106	37	37
Lot H107	49	49
Lot H108	63	63
Lot H109	62	62
Lot H110	64	64
Lot H111	63	63
Lot H112	47	47
Lot H113	47	47
Lot H114	41	41
Lot H115	39	39
Lot H116	41	41
Lot H117	39	39
Lot H118	41	41
Lot H119	39	39
Lot H120	57	57
Lot H121	72	72
Lot H122	48	48
Lot H123	60	60
Lot H124	54	54
Lot H125	50	50
Lot H126	50	50
Lot H127	54	54
Lot H128	54	54
Lot H129	54	54
Lot H201	36	36
Lot H202	36	36
Lot H203	48	48



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H204	60	60
Lot H205	45	45
Lot H206	37	37
Lot H207	49	49
Lot H208	63	63
Lot H209	62	62
Lot H210	64	64
Lot H211	63	63
Lot H212	47	47
Lot H213	47	47
Lot H214	41	41
Lot H215	39	39
Lot H216	46	46
Lot H217	39	39
Lot H218	46	46
Lot H219	42	42
Lot H220	57	57
Lot H221	72	72
Lot H222	48	48
Lot H223	61	61
Lot H224	54	54
Lot H225	50	50
Lot H226	50	50
Lot H227	54	54
Lot H228	55	55
Lot H229	54	54
Lot H301	36	36
Lot H302	36	36
Lot H303	48	48



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H304	61	61
Lot H305	45	45
Lot H306	37	37
Lot H307	49	49
Lot H308	63	63
Lot H309	62	62
Lot H310	64	64
Lot H311	63	63
Lot H312	47	47
Lot H313	47	47
Lot H314	46	46
Lot H315	39	39
Lot H316	41	41
Lot H317	39	39
Lot H318	41	41
Lot H319	39	39
Lot H320	57	57
Lot H321	72	72
Lot H322	48	48
Lot H323	61	61
Lot H324	54	54
Lot H325	50	50
Lot H326	50	50
Lot H327	55	55
Lot H328	55	55
Lot H329	54	54
Lot H401	36	36
Lot H402	36	36
Lot H403	48	48



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H404	61	61
Lot H405	45	45
Lot H406	37	37
Lot H407	37	37
Lot H408	64	64
Lot H409	62	62
Lot H410	64	64
Lot H411	65	65
Lot H412	46	46
Lot H413	46	46
Lot H414	58	58
Lot H415	46	46
Lot H416	39	39
Lot H417	37	37
Lot H418	39	39
Lot H419	44	44
Lot H420	53	53
Lot H421	59	59
Lot H422	45	45
Lot H501	36	36
Lot H502	36	36
Lot H503	48	48
Lot H504	61	61
Lot H505	45	45
Lot H506	37	37
Lot H507	37	37
Lot H508	65	65
Lot H509	62	62
Lot H510	65	65



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H511	65	65
Lot H512	46	46
Lot H513	46	46
Lot H514	58	58
Lot H515	44	44
Lot H516	47	47
Lot H517	43	43
Lot H518	38	38
Lot H519	39	39
Lot H520	37	37
Lot H521	39	39
Lot H522	38	38
Lot H523	52	52
Lot H524	59	59
Lot H525	45	45
Lot H603	38	38
Lot H604	38	38
Lot H605	61	61
Lot H606	61	61
Lot H607	64	64
Lot H608	64	64
Lot H609	46	46
Lot H610	46	46
Lot H611	58	58
Lot H612	45	45
Lot H613	47	47
Lot H614	43	43
Lot H615	39	39
Lot H616	39	39



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H617	37	37
Lot H618	39	39
Lot H619	39	39
Lot H620	52	52
Lot H621	59	59
Lot H622	45	45
Lot H623	36	36
Lot H624	36	36
Lot H625	49	49
Lot H626	62	62
Lot H627	46	46
Lot H703	38	38
Lot H704	38	38
Lot H705	61	61
Lot H706	61	61
Lot H707	64	64
Lot H708	64	64
Lot H709	46	46
Lot H710	46	46
Lot H711	58	58
Lot H712	45	45
Lot H713	48	48
Lot H714	38	38
Lot H715	39	39
Lot H716	39	39
Lot H717	37	37
Lot H718	39	39
Lot H719	44	44
Lot H720	52	52



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H721	59	59
Lot H722	45	45
Lot H723	36	36
Lot H724	36	36
Lot H725	49	49
Lot H726	62	62
Lot H727	46	46
Lot H803	38	38
Lot H804	38	38
Lot H805	62	62
Lot H806	62	62
Lot H807	64	64
Lot H808	65	65
Lot H809	46	46
Lot H810	46	46
Lot H811	58	58
Lot H812	45	45
Lot H813	48	48
Lot H814	41	41
Lot H815	40	40
Lot H816	40	40
Lot H817	38	38
Lot H818	40	40
Lot H819	45	45
Lot H820	53	53
Lot H821	59	59
Lot H822	45	45
Lot H823	36	36
Lot H824	41	41



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H825	49	49
Lot H826	62	62
Lot H827	46	46
Lot H903	43	43
Lot H904	43	43
Lot H905	62	62
Lot H906	62	62
Lot H907	65	65
Lot H908	65	65
Lot H909	47	47
Lot H910	47	47
Lot H911	59	59
Lot H912	45	45
Lot H913	48	48
Lot H915	89	89
Lot H916	45	45
Lot H917	44	44
Lot H918	45	45
Lot H919	39	39
Lot H920	53	53
Lot H921	60	60
Lot H922	46	46
Lot H923	37	37
Lot H924	37	37
Lot H925	49	49
Lot H926	62	62
Lot H927	47	47
Lot H1003	44	44
Lot H1004	39	39



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1005	62	62
Lot H1006	62	62
Lot H1007	65	65
Lot H1008	65	65
Lot H1009	47	47
Lot H1010	47	47
Lot H1011	59	59
Lot H1012	45	45
Lot H1013	48	48
Lot H1014	44	44
Lot H1015	45	45
Lot H1016	45	45
Lot H1017	38	38
Lot H1018	45	45
Lot H1019	45	45
Lot H1020	53	53
Lot H1021	60	60
Lot H1022	46	46
Lot H1023	37	37
Lot H1024	37	37
Lot H1025	49	49
Lot H1026	63	63
Lot H1027	47	47
Lot H1101	67	67
Lot H1102	66	66
Lot H1104	44	44
Lot H1105	62	62
Lot H1106	127	127
Lot H1108	66	66



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1109	47	47
Lot H1110	47	47
Lot H1111	59	59
Lot H1112	45	45
Lot H1113	48	48
Lot H1114	44	44
Lot H1115	45	45
Lot H1116	45	45
Lot H1117	43	43
Lot H1118	45	45
Lot H1119	45	45
Lot H1120	53	53
Lot H1121	60	60
Lot H1122	46	46
Lot H1201	38	38
Lot H1202	45	45
Lot H1203	44	44
Lot H1204	44	44
Lot H1205	62	62
Lot H1206	63	63
Lot H1207	65	65
Lot H1208	66	66
Lot H1209	47	47
Lot H1210	47	47
Lot H1211	59	59
Lot H1212	45	45
Lot H1213	48	48
Lot H1214	44	44
Lot H1215	45	45



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1216	45	45
Lot H1217	43	43
Lot H1218	45	45
Lot H1219	45	45
Lot H1220	53	53
Lot H1221	60	60
Lot H1222	46	46
Lot H1301	43	43
Lot H1302	45	45
Lot H1303	44	44
Lot H1304	44	44
Lot H1305	62	62
Lot H1306	63	63
Lot H1307	65	65
Lot H1308	66	66
Lot H1310	93	93
Lot H1311	59	59
Lot H1312	46	46
Lot H1313	48	48
Lot H1314	44	44
Lot H1315	45	45
Lot H1316	45	45
Lot H1317	43	43
Lot H1318	45	45
Lot H1319	45	45
Lot H1320	54	54
Lot H1321	60	60
Lot H1322	46	46
Lot H1401	43	43



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1402	45	45
Lot H1403	88	88
Lot H1405	62	62
Lot H1406	63	63
Lot H1407	65	65
Lot H1408	68	68
Lot H1409	47	47
Lot H1410	47	47
Lot H1411	59	59
Lot H1412	46	46
Lot H1413	48	48
Lot H1414	44	44
Lot H1415	45	45
Lot H1416	45	45
Lot H1417	44	44
Lot H1418	45	45
Lot H1419	45	45
Lot H1420	54	54
Lot H1421	60	60
Lot H1422	46	46
Lot H1504	59	59
Lot H1505	46	46
Lot H1506	49	49
Lot H1507	44	44
Lot H1508	45	45
Lot H1509	45	45
Lot H1510	44	44
Lot H1511	45	45
Lot H1512	45	45



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1513	54	54
Lot H1514	60	60
Lot H1515	46	46
Lot H1516	88	88
Lot H1518	88	88
Lot H1519	62	62
Lot H1520	63	63
Lot H1521	65	65
Lot H1522	66	66
Lot H1524	94	94
Lot H1601	61	61
Lot H1602	47	47
Lot H1603	49	49
Lot H1604	85	85
Lot H1605	48	48
Lot H1606	71	71
Lot H1607	99	99
Lot H1608	61	61
Lot H1609	48	48
Lot H1610	89	89
Lot H1612	88	88
Lot H1613	62	62
Lot H1614	63	63
Lot H1615	65	65
Lot H1616	69	69
Lot H1617	47	47
Lot H1618	47	47
Lot H1701	61	61
Lot H1702	47	47



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1703	49	49
Lot H1704	86	86
Lot H1705	48	48
Lot H1706	71	71
Lot H1707	99	99
Lot H1708	62	62
Lot H1709	49	49
Lot H1710	82	82
Lot H1711	65	65
Lot H1712	90	90
Lot H1801	61	61
Lot H1802	47	47
Lot H1803	50	50
Lot H1804	86	86
Lot H1805	48	48
Lot H1806	71	71
Lot H1807	99	99
Lot H1808	62	62
Lot H1809	49	49
Lot H1901	62	62
Lot H1902	48	48
Lot H1903	50	50
Lot H1904	110	110
Lot H1905	72	72
Lot H1906	105	105
Lot H1907	62	62
Lot H1908	49	49
Lot H2001	62	62
Lot H2002	92	92



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H2004	110	110
Lot H2005	75	75
Lot H2006	105	105
Lot H2007	62	62
Lot H2008	49	49
Lot H2101	62	62
Lot H2102	92	92
Lot H2104	111	111
Lot H2105	72	72
Lot H2106	105	105
Lot H2107	63	63
Lot H2108	50	50
Lot H2201	62	62
Lot H2202	92	92
Lot H2204	112	112
Lot H2205	72	72
Lot H2206	106	106
Lot H2207	63	63
Lot H2208	50	50
Lot HG01	46	46
Lot HG02	52	52
Lot HG03	57	57
Lot HG04	62	62
Lot HG05	62	62
Lot HM01	36	36
Lot HM02	37	37
Lot HM03	49	49
Lot HM04	60	60
Lot HM05	45	45



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot HM07	62	62
Lot HM08	62	62
Lot S12	416	416
Lot S14	237	237
Lot S15	434	434
Lot S108	3800	3800
Lot S131	234	234
Lot S161	100	100
Total	72531.90	72531.90

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

The land in PS738832M is affected by 9 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots H101, H102, H103, H104, H105, H106, H107, H108, H109, H110, H111, H112, H113, H114, H115, H116, H117, H118, H119, H120, H121, H122, H123, H124, H125, H126, H127, H128, H129, H201, H202, H203, H204, H205, H206, H207, H208, H209, H210, H211, H212, H213, H214, H215, H216, H217, H218, H219, H220, H221, H222, H223, H224, H225, H226, H227, H228, H229, H301, H302, H303, H304, H305, H306, H307, H308, H309, H310, H311, H312, H313, H314, H315, H316, H317, H318, H319, H320, H321, H322, H323, H324, H325, H326, H327, H328, H329, H401, H402, H403, H404, H405, H406, H407, H408, H409, H410, H411, H412, H413, H414, H415, H416, H417, H418, H419, H420, H421, H422, H501, H502, H503, H504, H505, H506, H507, H508, H509, H510, H511, H512, H513, H514, H515, H516, H517, H518, H519, H520, H521, H522, H523, H524, H525, H603, H604, H605, H606, H607, H608, H609, H610, H611, H612, H613, H614, H615, H616, H617, H618, H619, H620, H621, H622, H623, H624, H625, H626, H627, H703, H704, H705, H706, H707, H708, H709, H710, H711, H712, H713, H714, H715, H716, H717, H718, H719, H720, H721, H722, H723, H724, H725, H726, H727, H803, H804, H805, H806, H807, H808, H809, H810, H811, H812, H813, H814, H815, H816, H817, H818, H819, H820, H821, H822, H823, H824, H825, H826, H827, H903, H904, H905, H906, H907, H908, H909, H910, H911, H912, H913, H915, H916, H917, H918, H919, H920, H921, H922, H923, H924, H925, H926, H927, H1003, H1004, H1005, H1006, H1007, H1008, H1009, H1010, H1011, H1012, H1013, H1014, H1015, H1016, H1017, H1018, H1019, H1020, H1021, H1022, H1023, H1024, H1025, H1026, H1027, H1101, H1102, H1104, H1105, H1106, H1108, H1109, H1110, H1111, H1112, H1113, H1114, H1115, H1116, H1117, H1118, H1119, H1120, H1121, H1122, H1201, H1202, H1203, H1204, H1205, H1206, H1207, H1208, H1209, H1210, H1211, H1212, H1213, H1214, H1215, H1216, H1217, H1218, H1219, H1220, H1221, H1222, H1301, H1302, H1303, H1304, H1305, H1306, H1307, H1308, H1310, H1311, H1312, H1313, H1314, H1315, H1316, H1317, H1318, H1319, H1320, H1321, H1322, H1401, H1402, H1403, H1405, H1406, H1407, H1408, H1409, H1410, H1411, H1412, H1413, H1414, H1415, H1416, H1417, H1418, H1419, H1420, H1421, H1422, H1504, H1505, H1506, H1507, H1508, H1509, H1510, H1511, H1512, H1513, H1514, H1515, H1516, H1518, H1519, H1520, H1521, H1522, H1524, H1601, H1602, H1603, H1604, H1605, H1606, H1607, H1608, H1609, H1610, H1612, H1613, H1614, H1615, H1616, H1617, H1618, H1701, H1702, H1703, H1704, H1705, H1706, H1707, H1708, H1709, H1710, H1711, H1712, H1801, H1802, H1803, H1804, H1805, H1806, H1807, H1808, H1809, H1901, H1902, H1903, H1904, H1905, H1906, H1907, H1908, H2001, H2002, H2004, H2005, H2006, H2007, H2008, H2101, H2102, H2104, H2105, H2106, H2107, H2108, H2201, H2202, H2204, H2205, H2206, H2207, H2208, HG01, HG02, HG03, HG04, HG05, HM01, HM02, HM03, HM04, HM05, HM07, HM08.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

LEVEL 2 436 JOHNSTON STREET ABBOTSFORD VIC 3067

AT465212C 28/07/2020

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Owners Corporation Rules:

1. OC041709U 29/11/2018

Additional Owners Corporation Information:

OC041708W 29/11/2018

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot H101	40	40
Lot H102	40	40
Lot H103	48	48
Lot H104	60	60
Lot H105	40	40
Lot H106	37	37
Lot H107	49	49
Lot H108	63	63
Lot H109	62	62
Lot H110	64	64
Lot H111	63	63
Lot H112	47	47
Lot H113	47	47
Lot H114	41	41
Lot H115	39	39
Lot H116	41	41
Lot H117	39	39
Lot H118	41	41
Lot H119	39	39
Lot H120	57	57
Lot H121	72	72
Lot H122	48	48



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H123	60	60
Lot H124	54	54
Lot H125	50	50
Lot H126	50	50
Lot H127	54	54
Lot H128	54	54
Lot H129	54	54
Lot H201	36	36
Lot H202	36	36
Lot H203	48	48
Lot H204	60	60
Lot H205	45	45
Lot H206	37	37
Lot H207	49	49
Lot H208	63	63
Lot H209	62	62
Lot H210	64	64
Lot H211	63	63
Lot H212	47	47
Lot H213	47	47
Lot H214	41	41
Lot H215	39	39
Lot H216	46	46
Lot H217	39	39
Lot H218	46	46
Lot H219	42	42
Lot H220	57	57
Lot H221	72	72
Lot H222	48	48



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H223	61	61
Lot H224	54	54
Lot H225	50	50
Lot H226	50	50
Lot H227	54	54
Lot H228	55	55
Lot H229	54	54
Lot H301	36	36
Lot H302	36	36
Lot H303	48	48
Lot H304	61	61
Lot H305	45	45
Lot H306	37	37
Lot H307	49	49
Lot H308	63	63
Lot H309	62	62
Lot H310	64	64
Lot H311	63	63
Lot H312	47	47
Lot H313	47	47
Lot H314	46	46
Lot H315	39	39
Lot H316	41	41
Lot H317	39	39
Lot H318	41	41
Lot H319	39	39
Lot H320	57	57
Lot H321	72	72
Lot H322	48	48



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H323	61	61
Lot H324	54	54
Lot H325	50	50
Lot H326	50	50
Lot H327	55	55
Lot H328	55	55
Lot H329	54	54
Lot H401	36	36
Lot H402	36	36
Lot H403	48	48
Lot H404	61	61
Lot H405	45	45
Lot H406	37	37
Lot H407	37	37
Lot H408	64	64
Lot H409	62	62
Lot H410	64	64
Lot H411	65	65
Lot H412	46	46
Lot H413	46	46
Lot H414	58	58
Lot H415	46	46
Lot H416	39	39
Lot H417	37	37
Lot H418	39	39
Lot H419	44	44
Lot H420	53	53
Lot H421	59	59
Lot H422	45	45



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H501	36	36
Lot H502	36	36
Lot H503	48	48
Lot H504	61	61
Lot H505	45	45
Lot H506	37	37
Lot H507	37	37
Lot H508	65	65
Lot H509	62	62
Lot H510	65	65
Lot H511	65	65
Lot H512	46	46
Lot H513	46	46
Lot H514	58	58
Lot H515	44	44
Lot H516	47	47
Lot H517	43	43
Lot H518	38	38
Lot H519	39	39
Lot H520	37	37
Lot H521	39	39
Lot H522	38	38
Lot H523	52	52
Lot H524	59	59
Lot H525	45	45
Lot H603	38	38
Lot H604	38	38
Lot H605	61	61
Lot H606	61	61



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H607	64	64
Lot H608	64	64
Lot H609	46	46
Lot H610	46	46
Lot H611	58	58
Lot H612	45	45
Lot H613	47	47
Lot H614	43	43
Lot H615	39	39
Lot H616	39	39
Lot H617	37	37
Lot H618	39	39
Lot H619	39	39
Lot H620	52	52
Lot H621	59	59
Lot H622	45	45
Lot H623	36	36
Lot H624	36	36
Lot H625	49	49
Lot H626	62	62
Lot H627	46	46
Lot H703	38	38
Lot H704	38	38
Lot H705	61	61
Lot H706	61	61
Lot H707	64	64
Lot H708	64	64
Lot H709	46	46
Lot H710	46	46



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H711	58	58
Lot H712	45	45
Lot H713	48	48
Lot H714	38	38
Lot H715	39	39
Lot H716	39	39
Lot H717	37	37
Lot H718	39	39
Lot H719	44	44
Lot H720	52	52
Lot H721	59	59
Lot H722	45	45
Lot H723	36	36
Lot H724	36	36
Lot H725	49	49
Lot H726	62	62
Lot H727	46	46
Lot H803	38	38
Lot H804	38	38
Lot H805	62	62
Lot H806	62	62
Lot H807	64	64
Lot H808	65	65
Lot H809	46	46
Lot H810	46	46
Lot H811	58	58
Lot H812	45	45
Lot H813	48	48
Lot H814	41	41



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H815	40	40
Lot H816	40	40
Lot H817	38	38
Lot H818	40	40
Lot H819	45	45
Lot H820	53	53
Lot H821	59	59
Lot H822	45	45
Lot H823	36	36
Lot H824	41	41
Lot H825	49	49
Lot H826	62	62
Lot H827	46	46
Lot H903	43	43
Lot H904	43	43
Lot H905	62	62
Lot H906	62	62
Lot H907	65	65
Lot H908	65	65
Lot H909	47	47
Lot H910	47	47
Lot H911	59	59
Lot H912	45	45
Lot H913	48	48
Lot H915	89	89
Lot H916	45	45
Lot H917	44	44
Lot H918	45	45
Lot H919	39	39



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H920	53	53
Lot H921	60	60
Lot H922	46	46
Lot H923	37	37
Lot H924	37	37
Lot H925	49	49
Lot H926	62	62
Lot H927	47	47
Lot H1003	44	44
Lot H1004	39	39
Lot H1005	62	62
Lot H1006	62	62
Lot H1007	65	65
Lot H1008	65	65
Lot H1009	47	47
Lot H1010	47	47
Lot H1011	59	59
Lot H1012	45	45
Lot H1013	48	48
Lot H1014	44	44
Lot H1015	45	45
Lot H1016	45	45
Lot H1017	38	38
Lot H1018	45	45
Lot H1019	45	45
Lot H1020	53	53
Lot H1021	60	60
Lot H1022	46	46
Lot H1023	37	37



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1024	37	37
Lot H1025	49	49
Lot H1026	63	63
Lot H1027	47	47
Lot H1101	67	67
Lot H1102	66	66
Lot H1104	44	44
Lot H1105	62	62
Lot H1106	127	127
Lot H1108	66	66
Lot H1109	47	47
Lot H1110	47	47
Lot H1111	59	59
Lot H1112	45	45
Lot H1113	48	48
Lot H1114	44	44
Lot H1115	45	45
Lot H1116	45	45
Lot H1117	43	43
Lot H1118	45	45
Lot H1119	45	45
Lot H1120	53	53
Lot H1121	60	60
Lot H1122	46	46
Lot H1201	38	38
Lot H1202	45	45
Lot H1203	44	44
Lot H1204	44	44
Lot H1205	62	62



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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1206	63	63
Lot H1207	65	65
Lot H1208	66	66
Lot H1209	47	47
Lot H1210	47	47
Lot H1211	59	59
Lot H1212	45	45
Lot H1213	48	48
Lot H1214	44	44
Lot H1215	45	45
Lot H1216	45	45
Lot H1217	43	43
Lot H1218	45	45
Lot H1219	45	45
Lot H1220	53	53
Lot H1221	60	60
Lot H1222	46	46
Lot H1301	43	43
Lot H1302	45	45
Lot H1303	44	44
Lot H1304	44	44
Lot H1305	62	62
Lot H1306	63	63
Lot H1307	65	65
Lot H1308	66	66
Lot H1310	93	93
Lot H1311	59	59
Lot H1312	46	46
Lot H1313	48	48



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1314	44	44
Lot H1315	45	45
Lot H1316	45	45
Lot H1317	43	43
Lot H1318	45	45
Lot H1319	45	45
Lot H1320	54	54
Lot H1321	60	60
Lot H1322	46	46
Lot H1401	43	43
Lot H1402	45	45
Lot H1403	88	88
Lot H1405	62	62
Lot H1406	63	63
Lot H1407	65	65
Lot H1408	68	68
Lot H1409	47	47
Lot H1410	47	47
Lot H1411	59	59
Lot H1412	46	46
Lot H1413	48	48
Lot H1414	44	44
Lot H1415	45	45
Lot H1416	45	45
Lot H1417	44	44
Lot H1418	45	45
Lot H1419	45	45
Lot H1420	54	54
Lot H1421	60	60



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1422	46	46
Lot H1504	59	59
Lot H1505	46	46
Lot H1506	49	49
Lot H1507	44	44
Lot H1508	45	45
Lot H1509	45	45
Lot H1510	44	44
Lot H1511	45	45
Lot H1512	45	45
Lot H1513	54	54
Lot H1514	60	60
Lot H1515	46	46
Lot H1516	88	88
Lot H1518	88	88
Lot H1519	62	62
Lot H1520	63	63
Lot H1521	65	65
Lot H1522	66	66
Lot H1524	94	94
Lot H1601	61	61
Lot H1602	47	47
Lot H1603	49	49
Lot H1604	85	85
Lot H1605	48	48
Lot H1606	71	71
Lot H1607	99	99
Lot H1608	61	61
Lot H1609	48	48



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/04/2023 05:41:33 PM

OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1610	89	89
Lot H1612	88	88
Lot H1613	62	62
Lot H1614	63	63
Lot H1615	65	65
Lot H1616	69	69
Lot H1617	47	47
Lot H1618	47	47
Lot H1701	61	61
Lot H1702	47	47
Lot H1703	49	49
Lot H1704	86	86
Lot H1705	48	48
Lot H1706	71	71
Lot H1707	99	99
Lot H1708	62	62
Lot H1709	49	49
Lot H1710	82	82
Lot H1711	65	65
Lot H1712	90	90
Lot H1801	61	61
Lot H1802	47	47
Lot H1803	50	50
Lot H1804	86	86
Lot H1805	48	48
Lot H1806	71	71
Lot H1807	99	99
Lot H1808	62	62
Lot H1809	49	49



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1901	62	62
Lot H1902	48	48
Lot H1903	50	50
Lot H1904	110	110
Lot H1905	72	72
Lot H1906	105	105
Lot H1907	62	62
Lot H1908	49	49
Lot H2001	62	62
Lot H2002	92	92
Lot H2004	110	110
Lot H2005	75	75
Lot H2006	105	105
Lot H2007	62	62
Lot H2008	49	49
Lot H2101	62	62
Lot H2102	92	92
Lot H2104	111	111
Lot H2105	72	72
Lot H2106	105	105
Lot H2107	63	63
Lot H2108	50	50
Lot H2201	62	62
Lot H2202	92	92
Lot H2204	112	112
Lot H2205	72	72
Lot H2206	106	106
Lot H2207	63	63
Lot H2208	50	50



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot HG01	46	46
Lot HG02	52	52
Lot HG03	57	57
Lot HG04	62	62
Lot HG05	62	62
Lot HM01	36	36
Lot HM02	37	37
Lot HM03	49	49
Lot HM04	60	60
Lot HM05	45	45
Lot HM07	62	62
Lot HM08	62	62
Total	23555.00	23555.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS738832M

The land in PS738832M is affected by 9 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 101 - 122, 201, 201R, 202, 202R, 203, 203R, 204, 204R, 205, 205R, 206, 206R, 207, 207R, 208, 208R, 209, 209R, 210 - 222, 301, 301R, 302, 302R, 303, 303R, 304, 304R, 305, 305R, 306, 306R, 307, 307R, 308, 308R, 309, 309R, 310 - 322, 401, 401R, 402, 402R, 403, 403R, 404, 404R, 405, 405R, 406, 406R, 407, 407R, 408, 408R, 409, 409R, 410 - 419, 501, 501R, 502, 502R, 503, 503R, 504, 504R, 505, 505R, 506, 506R, 507, 507R, 508, 508R, 509, 509R, 510, 510R, 511, 511R, 512, 512R, 513, 513R, 514 - 519, 601, 601R, 602, 602R, 603, 603R, 604, 604R, 605, 605R, 606, 606R, 607, 607R, 608, 608R, 609, 609R, 610R, 611R, 612R, 613R, 701, 701R, 702, 702R, 703, 703R, 704, 704R, 705, 705R, 706, 706R, 707, 707R, 708R, 709R, 710R, 711R, 712R, 713R, 801, 801R, 802, 802R, 803, 803R, 804, 804R, 805, 805R, 806, 806R, 807, 807R, 808R, 809R, 810R, 811R, 812R, 813R, 901, 901R, 902, 902R, 903, 903R, 904, 904R, 905, 905R, 906, 906R, 907, 907R, 908R, 909R, 910R, 911R, 912R, 1001, 1001R, 1002, 1002R, 1003, 1003R, 1004, 1004R, 1005, 1005R, 1006, 1006R, 1007, 1007R, 1008R, 1009R, 1010R, 1011R, 1012R, 1101, 1101R, 1102, 1102R, 1103, 1103R, 1104, 1104R, 1105, 1105R, 1106, 1106R, 1107, 1107R, 1108R, 1109R, 1110R, 1111R, 1112R, 1201, 1201R, 1202, 1202R, 1203, 1203R, 1204, 1204R, 1205, 1205R, 1206, 1206R, 1207, 1207R, 1208R, 1209R, 1210R, 1211R, 1212R, 1301R, 1302R, 1303R, 1304R, 1305R, 1306R, 1307R, 1308R, 1309R, 1310R, 1311R, 1312R, 1401R, 1402R, 1403R, 1404R, 1405R, 1406R, 1407R, 1408R, 1409R, 1410R, 1411R, 1412R, 1501R, 1502R, 1503R, 1504R, 1505R, 1506R, 1507R, 1508R, 1509R, 1510R, 1511R, 1512R, 1601R, 1602R, 1603R, 1604R, 1605R, 1606R, 1607R, 1608R, 1609R, 1610R, 1611R, 1612R, 1701R, 1702R, 1703R, 1704R, 1705R, 1706R, 1707R, 1708R, 1709R, 1710R, 1711R, 1712R, 1801R, 1802R, 1803R, 1804R, 1805R, 1806R, 1807R, 1808R, 1809R, 1810R, 1811R, 1812R, 1901R, 1902R, 1903R, 1904R, 1905R, 1906R, 1907R, 1908R, 1909R, 1910R, 1911R, 1912R, 2001R, 2002R, 2003R, 2004R, 2005R, 2006R, 2007R, 2008R, 2009R, 2010R, 2011R, 2012R, 2101R, 2102R, 2103R, 2104R, 2105R, 2106R, 2107R, 2108R, 2109R, 2110R, 2111R, 2112R, 2201R, 2202R, 2203R, 2204R, 2205R, 2206R, 2301R, 2302R, 2303R, 2304R, 2305R, 2306R, 2307R, 2308R, 2401R, 2402R, 2403R, 2404R, 2405R, 2406R, 2407R, 2408R, 2501R, 2502R, 2503R, 2504R, 2505R, 2506R, 2507R, 2508R, 2601R, 2602R, 2603R, 2604R, 2605R, 2606R, 2607R, 2608R, 2701R, 2702R, 2703R, 2704R, 2705R, 2706R, 2707R, 2708R, 2801R, 2802R, 2803R, 2804R, 2805R, 2806R, 2807R, 2808R, 2901R, 2902R, 2903R, 2904R, 2905R, 2906R, 2907R, 2908R, F101, F102, F103, F104, F105, F106, F107, F108, F109, F110, F111, F112, F113, F114, F115, F201, F202, F203, F204, F205, F206, F207, F208, F209, F210, F211, F212, F213, F214, F215, F216, F217, F218, F219, F220, F221, F301, F302, F303, F304, F305, F306, F307, F308, F309, F310, F311, F312, F313, F314, F315, F316, F317, F318, F319, F320, F321, F401, F402, F403, F404, F405, F406, F407, F408, F409, F410, F411, F412, F413, F414, F415, F416, F417, F418, F419, F420, F501, F502, F503, F504, F505, F506, F507, F508, F509, F510, F511, F512, F513, F514, F515, F516, F517, F518, F519, F520, F601, F602, F603, F604, F605, F606, F607, F608, F609, F610, F611, F612, F701, F702, F703, F704, F705, F706, F707, F708, F709, F710, F711, F712, F713, F801, F802, F803, F804, F805, F806, F807, F808, F809, F810, F811, F812, F813, F901, F902, F903, F904, F905, F906, F907, F908, F909, F910, F911, F912, F913, F1001, F1002, F1003, F1004, F1005, F1006, F1007, F1008, F1009, F1010, F1011, F1012, F1013, F1101, F1102, F1103, F1104, F1105, F1106, F1107, F1108, F1109, F1110, F1111, F1112, F1113, F1201, F1202, F1203, F1204, F1205, F1206, F1207, F1208, F1209, F1210, F1211, F1212, F1213, F1301, F1302, F1303, F1304, F1305, F1306, F1307, F1308, F1309, F1310, F1311, F1312, F1401, F1402, F1403, F1404, F1405, F1406, F1407, F1408, F1409, F1410, F1411, F1412, F1413, F1501, F1502, F1503, F1504, F1505, F1507, F1508, F1509, F1510, F1511, F1512, F1513, F1601, F1602, F1603, F1604, F1605, F1607, F1608, F1609, F1610, F1611, F1612, F1613, F1701, F1702, F1703, F1704, F1705, F1707, F1708, F1709, F1710, F1711, F1712, F1713, F1801, F1802, F1803, F1804, F1805, F1807, F1808, F1809, F1901, F1902, F1903, F1904, F1905, F1907, F1908, F1909, F613A, F1313A, FG01, FG02, FG03, FG04, FG05, FG06, G01, G16, G17, G18, G19, G02, G20, G21, G03, G04, H101, H102, H103, H104, H105, H106, H107, H108, H109, H110, H111, H112, H113, H114, H115, H116, H117, H118, H119, H120, H121, H122, H123, H124, H125, H126, H127, H128, H129, H201, H202, H203, H204, H205, H206, H207, H208, H209, H210, H211, H212, H213, H214, H215, H216, H217, H218, H219, H220, H221, H222, H223, H224, H225, H226, H227, H228, H229, H301, H302, H303, H304, H305, H306, H307, H308, H309, H310, H311, H312, H313, H314, H315, H316, H317, H318, H319,



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OWNERS CORPORATION 4
PLAN NO. PS738832M

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Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

LEVEL 2 436 JOHNSTON STREET ABBOTSFORD VIC 3067

AT465212C 28/07/2020

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. OC041571X 12/11/2018

Additional Owners Corporation Information:

OC041493R 12/11/2018

Notations:

Members of Owners Corporation 4 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Lots in the table below may also be members of Owners Corporation No.1 and No.6 Folio of the Register for Common Property No. 4 is in the name of Owners Corporation No. 1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 101	49	49
Lot 102	34	34
Lot 103	36	36
Lot 104	36	36
Lot 105	43	43
Lot 106	39	39
Lot 107	44	44
Lot 108	51	51
Lot 109	51	51
Lot 110	44	44
Lot 111	39	39
Lot 112	51	51
Lot 113	44	44
Lot 114	51	51
Lot 115	52	52
Lot 116	37	37
Lot 117	36	36
Lot 118	34	34
Lot 119	34	34
Lot 120	36	36
Lot 121	36	36
Lot 122	36	36
Lot 201	55	55
Lot 201R	78	78
Lot 202	37	37
Lot 202R	55	55
Lot 203	44	44
Lot 203R	55	55



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 204	39	39
Lot 204R	90	90
Lot 205	46	46
Lot 205R	71	71
Lot 206	47	47
Lot 206R	60	60
Lot 207	47	47
Lot 207R	40	40
Lot 208	55	55
Lot 208R	64	64
Lot 209	55	55
Lot 209R	58	58
Lot 210	47	47
Lot 211	47	47
Lot 212	55	55
Lot 213	47	47
Lot 214	55	55
Lot 215	52	52
Lot 216	50	50
Lot 217	39	39
Lot 218	37	37
Lot 219	37	37
Lot 220	39	39
Lot 221	43	43
Lot 222	48	48
Lot 301	55	55
Lot 301R	78	78
Lot 302	37	37
Lot 302R	55	55



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 303	44	44
Lot 303R	55	55
Lot 304	45	45
Lot 304R	90	90
Lot 305	46	46
Lot 305R	71	71
Lot 306	47	47
Lot 306R	60	60
Lot 307	47	47
Lot 307R	40	40
Lot 308	55	55
Lot 308R	65	65
Lot 309	55	55
Lot 309R	58	58
Lot 310	47	47
Lot 311	47	47
Lot 312	55	55
Lot 313	47	47
Lot 314	55	55
Lot 315	52	52
Lot 316	50	50
Lot 317	44	44
Lot 318	37	37
Lot 319	42	42
Lot 320	44	44
Lot 321	39	39
Lot 322	48	48
Lot 401	55	55
Lot 401R	42	42



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PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 402	37	37
Lot 402R	64	64
Lot 403	44	44
Lot 403R	43	43
Lot 404	45	45
Lot 404R	46	46
Lot 405	47	47
Lot 405R	67	67
Lot 406	47	47
Lot 406R	73	73
Lot 407	47	47
Lot 407R	69	69
Lot 408	55	55
Lot 408R	63	63
Lot 409	56	56
Lot 409R	40	40
Lot 410	44	44
Lot 411	44	44
Lot 412	47	47
Lot 413	55	55
Lot 414	52	52
Lot 415	50	50
Lot 416	44	44
Lot 417	37	37
Lot 418	37	37
Lot 419	61	61
Lot 501	55	55
Lot 501R	46	46
Lot 502	37	37



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 502R	74	74
Lot 503	44	44
Lot 503R	60	60
Lot 504	45	45
Lot 504R	67	67
Lot 505	47	47
Lot 505R	61	61
Lot 506	47	47
Lot 506R	40	40
Lot 507	47	47
Lot 507R	41	41
Lot 508	55	55
Lot 508R	66	66
Lot 509	56	56
Lot 509R	74	74
Lot 510	44	44
Lot 510R	70	70
Lot 511	44	44
Lot 511R	62	62
Lot 512	47	47
Lot 512R	39	39
Lot 513	55	55
Lot 513R	37	37
Lot 514	52	52
Lot 515	50	50
Lot 516	44	44
Lot 517	37	37
Lot 518	37	37
Lot 519	61	61



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 601	55	55
Lot 601R	47	47
Lot 602	37	37
Lot 602R	77	77
Lot 603	44	44
Lot 603R	57	57
Lot 604	45	45
Lot 604R	67	67
Lot 605	47	47
Lot 605R	61	61
Lot 606	47	47
Lot 606R	40	40
Lot 607	44	44
Lot 607R	41	41
Lot 608	58	58
Lot 608R	66	66
Lot 609	56	56
Lot 609R	74	74
Lot 610R	70	70
Lot 611R	62	62
Lot 612R	39	39
Lot 613R	38	38
Lot 701	55	55
Lot 701R	44	44
Lot 702	37	37
Lot 702R	74	74
Lot 703	44	44
Lot 703R	57	57
Lot 704	50	50



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 704R	67	67
Lot 705	44	44
Lot 705R	62	62
Lot 706	58	58
Lot 706R	40	40
Lot 707	56	56
Lot 707R	44	44
Lot 708R	66	66
Lot 709R	74	74
Lot 710R	70	70
Lot 711R	63	63
Lot 712R	39	39
Lot 713R	38	38
Lot 801	55	55
Lot 801R	47	47
Lot 802	37	37
Lot 802R	75	75
Lot 803	44	44
Lot 803R	58	58
Lot 804	50	50
Lot 804R	68	68
Lot 805	44	44
Lot 805R	62	62
Lot 806	58	58
Lot 806R	40	40
Lot 807	56	56
Lot 807R	44	44
Lot 808R	66	66
Lot 809R	74	74



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 810R	70	70
Lot 811R	63	63
Lot 812R	40	40
Lot 813R	38	38
Lot 901	55	55
Lot 901R	44	44
Lot 902	37	37
Lot 902R	112	112
Lot 903	44	44
Lot 903R	113	113
Lot 904	50	50
Lot 904R	65	65
Lot 905	44	44
Lot 905R	40	40
Lot 906	58	58
Lot 906R	45	45
Lot 907	56	56
Lot 907R	67	67
Lot 908R	74	74
Lot 909R	71	71
Lot 910R	63	63
Lot 911R	43	43
Lot 912R	38	38
Lot 1001	55	55
Lot 1001R	45	45
Lot 1002	37	37
Lot 1002R	112	112
Lot 1003	44	44
Lot 1003R	113	113



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1004	51	51
Lot 1004R	62	62
Lot 1005	44	44
Lot 1005R	40	40
Lot 1006	58	58
Lot 1006R	45	45
Lot 1007	56	56
Lot 1007R	67	67
Lot 1008R	74	74
Lot 1009R	71	71
Lot 1010R	64	64
Lot 1011R	44	44
Lot 1012R	39	39
Lot 1101	55	55
Lot 1101R	48	48
Lot 1102	37	37
Lot 1102R	112	112
Lot 1103	44	44
Lot 1103R	114	114
Lot 1104	51	51
Lot 1104R	62	62
Lot 1105	44	44
Lot 1105R	40	40
Lot 1106	58	58
Lot 1106R	45	45
Lot 1107	56	56
Lot 1107R	67	67
Lot 1108R	75	75
Lot 1109R	71	71



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1110R	64	64
Lot 1111R	44	44
Lot 1112R	39	39
Lot 1201	55	55
Lot 1201R	48	48
Lot 1202	37	37
Lot 1202R	112	112
Lot 1203	44	44
Lot 1203R	114	114
Lot 1204	51	51
Lot 1204R	62	62
Lot 1205	44	44
Lot 1205R	40	40
Lot 1206	58	58
Lot 1206R	45	45
Lot 1207	56	56
Lot 1207R	67	67
Lot 1208R	75	75
Lot 1209R	71	71
Lot 1210R	64	64
Lot 1211R	44	44
Lot 1212R	40	40
Lot 1301R	48	48
Lot 1302R	112	112
Lot 1303R	114	114
Lot 1304R	62	62
Lot 1305R	40	40
Lot 1306R	45	45
Lot 1307R	67	67



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1308R	78	78
Lot 1309R	71	71
Lot 1310R	64	64
Lot 1311R	44	44
Lot 1312R	40	40
Lot 1401R	51	51
Lot 1402R	112	112
Lot 1403R	114	114
Lot 1404R	63	63
Lot 1405R	43	43
Lot 1406R	47	47
Lot 1407R	67	67
Lot 1408R	78	78
Lot 1409R	71	71
Lot 1410R	64	64
Lot 1411R	46	46
Lot 1412R	40	40
Lot 1501R	51	51
Lot 1502R	112	112
Lot 1503R	114	114
Lot 1504R	63	63
Lot 1505R	46	46
Lot 1506R	48	48
Lot 1507R	68	68
Lot 1508R	78	78
Lot 1509R	71	71
Lot 1510R	65	65
Lot 1511R	47	47
Lot 1512R	43	43



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1601R	51	51
Lot 1602R	113	113
Lot 1603R	114	114
Lot 1604R	63	63
Lot 1605R	46	46
Lot 1606R	48	48
Lot 1607R	68	68
Lot 1608R	75	75
Lot 1609R	72	72
Lot 1610R	65	65
Lot 1611R	47	47
Lot 1612R	40	40
Lot 1701R	51	51
Lot 1702R	113	113
Lot 1703R	115	115
Lot 1704R	64	64
Lot 1705R	47	47
Lot 1706R	49	49
Lot 1707R	69	69
Lot 1708R	79	79
Lot 1709R	75	75
Lot 1710R	65	65
Lot 1711R	47	47
Lot 1712R	40	40
Lot 1801R	51	51
Lot 1802R	113	113
Lot 1803R	115	115
Lot 1804R	64	64
Lot 1805R	47	47



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1806R	49	49
Lot 1807R	69	69
Lot 1808R	79	79
Lot 1809R	73	73
Lot 1810R	65	65
Lot 1811R	47	47
Lot 1812R	41	41
Lot 1901R	52	52
Lot 1902R	113	113
Lot 1903R	115	115
Lot 1904R	64	64
Lot 1905R	48	48
Lot 1906R	49	49
Lot 1907R	69	69
Lot 1908R	80	80
Lot 1909R	73	73
Lot 1910R	65	65
Lot 1911R	47	47
Lot 1912R	46	46
Lot 2001R	52	52
Lot 2002R	113	113
Lot 2003R	115	115
Lot 2004R	64	64
Lot 2005R	48	48
Lot 2006R	49	49
Lot 2007R	69	69
Lot 2008R	80	80
Lot 2009R	73	73
Lot 2010R	66	66



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2011R	48	48
Lot 2012R	46	46
Lot 2101R	52	52
Lot 2102R	111	111
Lot 2103R	118	118
Lot 2104R	65	65
Lot 2105R	48	48
Lot 2106R	49	49
Lot 2107R	69	69
Lot 2108R	77	77
Lot 2109R	73	73
Lot 2110R	66	66
Lot 2111R	48	48
Lot 2112R	46	46
Lot 2201R	136	136
Lot 2202R	79	79
Lot 2203R	98	98
Lot 2204R	104	104
Lot 2205R	101	101
Lot 2206R	80	80
Lot 2301R	91	91
Lot 2302R	169	169
Lot 2303R	50	50
Lot 2304R	48	48
Lot 2305R	130	130
Lot 2306R	81	81
Lot 2307R	74	74
Lot 2308R	124	124
Lot 2401R	92	92



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2402R	169	169
Lot 2403R	50	50
Lot 2404R	48	48
Lot 2405R	130	130
Lot 2406R	81	81
Lot 2407R	74	74
Lot 2408R	125	125
Lot 2501R	92	92
Lot 2502R	163	163
Lot 2503R	51	51
Lot 2504R	48	48
Lot 2505R	130	130
Lot 2506R	78	78
Lot 2507R	74	74
Lot 2508R	125	125
Lot 2601R	92	92
Lot 2602R	164	164
Lot 2603R	51	51
Lot 2604R	49	49
Lot 2605R	131	131
Lot 2606R	82	82
Lot 2607R	75	75
Lot 2608R	125	125
Lot 2701R	92	92
Lot 2702R	164	164
Lot 2703R	51	51
Lot 2704R	49	49
Lot 2705R	131	131
Lot 2706R	82	82



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2707R	75	75
Lot 2708R	126	126
Lot 2801R	93	93
Lot 2802R	167	167
Lot 2803R	52	52
Lot 2804R	49	49
Lot 2805R	131	131
Lot 2806R	82	82
Lot 2807R	75	75
Lot 2808R	126	126
Lot 2901R	93	93
Lot 2902R	165	165
Lot 2903R	55	55
Lot 2904R	50	50
Lot 2905R	132	132
Lot 2906R	79	79
Lot 2907R	76	76
Lot 2908R	126	126
Lot F101	59	59
Lot F102	54	54
Lot F103	40	40
Lot F104	45	45
Lot F105	38	38
Lot F106	42	42
Lot F107	45	45
Lot F108	37	37
Lot F109	37	37
Lot F110	54	54
Lot F111	38	38



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F112	38	38
Lot F113	52	52
Lot F114	52	52
Lot F115	56	56
Lot F201	59	59
Lot F202	39	39
Lot F203	37	37
Lot F204	50	50
Lot F205	55	55
Lot F206	45	45
Lot F207	45	45
Lot F208	39	39
Lot F209	46	46
Lot F210	46	46
Lot F211	38	38
Lot F212	38	38
Lot F213	54	54
Lot F214	38	38
Lot F215	38	38
Lot F216	52	52
Lot F217	52	52
Lot F218	57	57
Lot F219	52	52
Lot F220	38	38
Lot F221	38	38
Lot F301	60	60
Lot F302	39	39
Lot F303	37	37
Lot F304	51	51



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F305	55	55
Lot F306	45	45
Lot F307	45	45
Lot F308	39	39
Lot F309	46	46
Lot F310	46	46
Lot F311	38	38
Lot F312	38	38
Lot F313	54	54
Lot F314	38	38
Lot F315	38	38
Lot F316	52	52
Lot F317	52	52
Lot F318	57	57
Lot F319	52	52
Lot F320	38	38
Lot F321	38	38
Lot F401	60	60
Lot F402	39	39
Lot F403	37	37
Lot F404	51	51
Lot F405	55	55
Lot F406	45	45
Lot F407	45	45
Lot F408	39	39
Lot F409	46	46
Lot F410	46	46
Lot F411	80	80
Lot F412	54	54



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F413	39	39
Lot F414	39	39
Lot F415	52	52
Lot F416	52	52
Lot F417	57	57
Lot F418	52	52
Lot F419	38	38
Lot F420	38	38
Lot F501	60	60
Lot F502	39	39
Lot F503	37	37
Lot F504	51	51
Lot F505	55	55
Lot F506	45	45
Lot F507	45	45
Lot F508	39	39
Lot F509	46	46
Lot F510	46	46
Lot F511	80	80
Lot F512	54	54
Lot F513	39	39
Lot F514	39	39
Lot F515	52	52
Lot F516	52	52
Lot F517	57	57
Lot F518	53	53
Lot F519	38	38
Lot F520	38	38
Lot F601	60	60



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F602	40	40
Lot F603	39	39
Lot F604	51	51
Lot F605	55	55
Lot F606	45	45
Lot F607	45	45
Lot F608	39	39
Lot F609	46	46
Lot F610	46	46
Lot F611	52	52
Lot F612	38	38
Lot F701	60	60
Lot F702	40	40
Lot F703	37	37
Lot F704	51	51
Lot F705	55	55
Lot F706	45	45
Lot F707	45	45
Lot F708	39	39
Lot F709	46	46
Lot F710	46	46
Lot F711	52	52
Lot F712	38	38
Lot F713	63	63
Lot F801	60	60
Lot F802	40	40
Lot F803	38	38
Lot F804	51	51
Lot F805	55	55



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F806	46	46
Lot F807	46	46
Lot F808	39	39
Lot F809	46	46
Lot F810	46	46
Lot F811	52	52
Lot F812	38	38
Lot F813	63	63
Lot F901	60	60
Lot F902	45	45
Lot F903	38	38
Lot F904	51	51
Lot F905	55	55
Lot F906	46	46
Lot F907	46	46
Lot F908	39	39
Lot F909	46	46
Lot F910	46	46
Lot F911	52	52
Lot F912	38	38
Lot F913	63	63
Lot F1001	61	61
Lot F1002	40	40
Lot F1003	40	40
Lot F1004	52	52
Lot F1005	55	55
Lot F1006	46	46
Lot F1007	46	46
Lot F1008	39	39



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1009	46	46
Lot F1010	46	46
Lot F1011	52	52
Lot F1012	42	42
Lot F1013	63	63
Lot F1101	61	61
Lot F1102	40	40
Lot F1103	38	38
Lot F1104	52	52
Lot F1105	55	55
Lot F1106	46	46
Lot F1107	46	46
Lot F1108	39	39
Lot F1109	47	47
Lot F1110	47	47
Lot F1111	52	52
Lot F1112	39	39
Lot F1113	64	64
Lot F1201	61	61
Lot F1202	41	41
Lot F1203	38	38
Lot F1204	52	52
Lot F1205	56	56
Lot F1206	46	46
Lot F1207	46	46
Lot F1208	40	40
Lot F1209	47	47
Lot F1210	47	47
Lot F1211	52	52



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1212	39	39
Lot F1213	64	64
Lot F1301	61	61
Lot F1302	46	46
Lot F1303	39	39
Lot F1304	52	52
Lot F1305	56	56
Lot F1306	46	46
Lot F1307	46	46
Lot F1308	45	45
Lot F1309	47	47
Lot F1310	47	47
Lot F1311	52	52
Lot F1312	39	39
Lot F1401	61	61
Lot F1402	46	46
Lot F1403	44	44
Lot F1404	52	52
Lot F1405	56	56
Lot F1406	46	46
Lot F1407	46	46
Lot F1408	45	45
Lot F1409	47	47
Lot F1410	47	47
Lot F1411	53	53
Lot F1412	39	39
Lot F1413	64	64
Lot F1501	61	61
Lot F1502	46	46



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1503	42	42
Lot F1504	52	52
Lot F1505	102	102
Lot F1507	46	46
Lot F1508	45	45
Lot F1509	47	47
Lot F1510	47	47
Lot F1511	53	53
Lot F1512	44	44
Lot F1513	64	64
Lot F1601	62	62
Lot F1602	46	46
Lot F1603	39	39
Lot F1604	53	53
Lot F1605	102	102
Lot F1607	46	46
Lot F1608	45	45
Lot F1609	47	47
Lot F1610	47	47
Lot F1611	53	53
Lot F1612	44	44
Lot F1613	64	64
Lot F1701	62	62
Lot F1702	46	46
Lot F1703	42	42
Lot F1704	53	53
Lot F1705	104	104
Lot F1707	47	47
Lot F1708	46	46



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1709	48	48
Lot F1710	48	48
Lot F1711	53	53
Lot F1712	45	45
Lot F1713	65	65
Lot F1801	62	62
Lot F1802	46	46
Lot F1803	45	45
Lot F1804	53	53
Lot F1805	104	104
Lot F1807	47	47
Lot F1808	46	46
Lot F1809	83	83
Lot F1901	62	62
Lot F1902	46	46
Lot F1903	45	45
Lot F1904	53	53
Lot F1905	104	104
Lot F1907	47	47
Lot F1908	46	46
Lot F1909	83	83
Lot F613A	63	63
Lot F1313A	64	64
Lot FG01	112	112
Lot FG02	86	86
Lot FG03	88	88
Lot FG04	98	98
Lot FG05	83	83
Lot FG06	103	103



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot G01	48	48
Lot G16	35	35
Lot G17	35	35
Lot G18	35	35
Lot G19	35	35
Lot G02	35	35
Lot G20	35	35
Lot G21	35	35
Lot G03	35	35
Lot G04	35	35
Lot H101	40	40
Lot H102	40	40
Lot H103	48	48
Lot H104	60	60
Lot H105	40	40
Lot H106	37	37
Lot H107	49	49
Lot H108	63	63
Lot H109	62	62
Lot H110	64	64
Lot H111	63	63
Lot H112	47	47
Lot H113	47	47
Lot H114	41	41
Lot H115	39	39
Lot H116	41	41
Lot H117	39	39
Lot H118	41	41
Lot H119	39	39



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H120	57	57
Lot H121	72	72
Lot H122	48	48
Lot H123	60	60
Lot H124	54	54
Lot H125	50	50
Lot H126	50	50
Lot H127	54	54
Lot H128	54	54
Lot H129	54	54
Lot H201	36	36
Lot H202	36	36
Lot H203	48	48
Lot H204	60	60
Lot H205	45	45
Lot H206	37	37
Lot H207	49	49
Lot H208	63	63
Lot H209	62	62
Lot H210	64	64
Lot H211	63	63
Lot H212	47	47
Lot H213	47	47
Lot H214	41	41
Lot H215	39	39
Lot H216	46	46
Lot H217	39	39
Lot H218	46	46
Lot H219	42	42



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H220	57	57
Lot H221	72	72
Lot H222	48	48
Lot H223	61	61
Lot H224	54	54
Lot H225	50	50
Lot H226	50	50
Lot H227	54	54
Lot H228	55	55
Lot H229	54	54
Lot H301	36	36
Lot H302	36	36
Lot H303	48	48
Lot H304	61	61
Lot H305	45	45
Lot H306	37	37
Lot H307	49	49
Lot H308	63	63
Lot H309	62	62
Lot H310	64	64
Lot H311	63	63
Lot H312	47	47
Lot H313	47	47
Lot H314	46	46
Lot H315	39	39
Lot H316	41	41
Lot H317	39	39
Lot H318	41	41
Lot H319	39	39



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Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H320	57	57
Lot H321	72	72
Lot H322	48	48
Lot H323	61	61
Lot H324	54	54
Lot H325	50	50
Lot H326	50	50
Lot H327	55	55
Lot H328	55	55
Lot H329	54	54
Lot H401	36	36
Lot H402	36	36
Lot H403	48	48
Lot H404	61	61
Lot H405	45	45
Lot H406	37	37
Lot H407	37	37
Lot H408	64	64
Lot H409	62	62
Lot H410	64	64
Lot H411	65	65
Lot H412	46	46
Lot H413	46	46
Lot H414	58	58
Lot H415	46	46
Lot H416	39	39
Lot H417	37	37
Lot H418	39	39
Lot H419	44	44



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H420	53	53
Lot H421	59	59
Lot H422	45	45
Lot H501	36	36
Lot H502	36	36
Lot H503	48	48
Lot H504	61	61
Lot H505	45	45
Lot H506	37	37
Lot H507	37	37
Lot H508	65	65
Lot H509	62	62
Lot H510	65	65
Lot H511	65	65
Lot H512	46	46
Lot H513	46	46
Lot H514	58	58
Lot H515	44	44
Lot H516	47	47
Lot H517	43	43
Lot H518	38	38
Lot H519	39	39
Lot H520	37	37
Lot H521	39	39
Lot H522	38	38
Lot H523	52	52
Lot H524	59	59
Lot H525	45	45
Lot H603	38	38



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H604	38	38
Lot H605	61	61
Lot H606	61	61
Lot H607	64	64
Lot H608	64	64
Lot H609	46	46
Lot H610	46	46
Lot H611	58	58
Lot H612	45	45
Lot H613	47	47
Lot H614	43	43
Lot H615	39	39
Lot H616	39	39
Lot H617	37	37
Lot H618	39	39
Lot H619	39	39
Lot H620	52	52
Lot H621	59	59
Lot H622	45	45
Lot H623	36	36
Lot H624	36	36
Lot H625	49	49
Lot H626	62	62
Lot H627	46	46
Lot H703	38	38
Lot H704	38	38
Lot H705	61	61
Lot H706	61	61
Lot H707	64	64



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H708	64	64
Lot H709	46	46
Lot H710	46	46
Lot H711	58	58
Lot H712	45	45
Lot H713	48	48
Lot H714	38	38
Lot H715	39	39
Lot H716	39	39
Lot H717	37	37
Lot H718	39	39
Lot H719	44	44
Lot H720	52	52
Lot H721	59	59
Lot H722	45	45
Lot H723	36	36
Lot H724	36	36
Lot H725	49	49
Lot H726	62	62
Lot H727	46	46
Lot H803	38	38
Lot H804	38	38
Lot H805	62	62
Lot H806	62	62
Lot H807	64	64
Lot H808	65	65
Lot H809	46	46
Lot H810	46	46
Lot H811	58	58



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H812	45	45
Lot H813	48	48
Lot H814	41	41
Lot H815	40	40
Lot H816	40	40
Lot H817	38	38
Lot H818	40	40
Lot H819	45	45
Lot H820	53	53
Lot H821	59	59
Lot H822	45	45
Lot H823	36	36
Lot H824	41	41
Lot H825	49	49
Lot H826	62	62
Lot H827	46	46
Lot H903	43	43
Lot H904	43	43
Lot H905	62	62
Lot H906	62	62
Lot H907	65	65
Lot H908	65	65
Lot H909	47	47
Lot H910	47	47
Lot H911	59	59
Lot H912	45	45
Lot H913	48	48
Lot H915	89	89
Lot H916	45	45



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H917	44	44
Lot H918	45	45
Lot H919	39	39
Lot H920	53	53
Lot H921	60	60
Lot H922	46	46
Lot H923	37	37
Lot H924	37	37
Lot H925	49	49
Lot H926	62	62
Lot H927	47	47
Lot H1003	44	44
Lot H1004	39	39
Lot H1005	62	62
Lot H1006	62	62
Lot H1007	65	65
Lot H1008	65	65
Lot H1009	47	47
Lot H1010	47	47
Lot H1011	59	59
Lot H1012	45	45
Lot H1013	48	48
Lot H1014	44	44
Lot H1015	45	45
Lot H1016	45	45
Lot H1017	38	38
Lot H1018	45	45
Lot H1019	45	45
Lot H1020	53	53



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1021	60	60
Lot H1022	46	46
Lot H1023	37	37
Lot H1024	37	37
Lot H1025	49	49
Lot H1026	63	63
Lot H1027	47	47
Lot H1101	67	67
Lot H1102	66	66
Lot H1104	44	44
Lot H1105	62	62
Lot H1106	127	127
Lot H1108	66	66
Lot H1109	47	47
Lot H1110	47	47
Lot H1111	59	59
Lot H1112	45	45
Lot H1113	48	48
Lot H1114	44	44
Lot H1115	45	45
Lot H1116	45	45
Lot H1117	43	43
Lot H1118	45	45
Lot H1119	45	45
Lot H1120	53	53
Lot H1121	60	60
Lot H1122	46	46
Lot H1201	38	38
Lot H1202	45	45



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1203	44	44
Lot H1204	44	44
Lot H1205	62	62
Lot H1206	63	63
Lot H1207	65	65
Lot H1208	66	66
Lot H1209	47	47
Lot H1210	47	47
Lot H1211	59	59
Lot H1212	45	45
Lot H1213	48	48
Lot H1214	44	44
Lot H1215	45	45
Lot H1216	45	45
Lot H1217	43	43
Lot H1218	45	45
Lot H1219	45	45
Lot H1220	53	53
Lot H1221	60	60
Lot H1222	46	46
Lot H1301	43	43
Lot H1302	45	45
Lot H1303	44	44
Lot H1304	44	44
Lot H1305	62	62
Lot H1306	63	63
Lot H1307	65	65
Lot H1308	66	66
Lot H1310	93	93



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1311	59	59
Lot H1312	46	46
Lot H1313	48	48
Lot H1314	44	44
Lot H1315	45	45
Lot H1316	45	45
Lot H1317	43	43
Lot H1318	45	45
Lot H1319	45	45
Lot H1320	54	54
Lot H1321	60	60
Lot H1322	46	46
Lot H1401	43	43
Lot H1402	45	45
Lot H1403	88	88
Lot H1405	62	62
Lot H1406	63	63
Lot H1407	65	65
Lot H1408	68	68
Lot H1409	47	47
Lot H1410	47	47
Lot H1411	59	59
Lot H1412	46	46
Lot H1413	48	48
Lot H1414	44	44
Lot H1415	45	45
Lot H1416	45	45
Lot H1417	44	44
Lot H1418	45	45



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1419	45	45
Lot H1420	54	54
Lot H1421	60	60
Lot H1422	46	46
Lot H1504	59	59
Lot H1505	46	46
Lot H1506	49	49
Lot H1507	44	44
Lot H1508	45	45
Lot H1509	45	45
Lot H1510	44	44
Lot H1511	45	45
Lot H1512	45	45
Lot H1513	54	54
Lot H1514	60	60
Lot H1515	46	46
Lot H1516	88	88
Lot H1518	88	88
Lot H1519	62	62
Lot H1520	63	63
Lot H1521	65	65
Lot H1522	66	66
Lot H1524	94	94
Lot H1601	61	61
Lot H1602	47	47
Lot H1603	49	49
Lot H1604	85	85
Lot H1605	48	48
Lot H1606	71	71



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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1607	99	99
Lot H1608	61	61
Lot H1609	48	48
Lot H1610	89	89
Lot H1612	88	88
Lot H1613	62	62
Lot H1614	63	63
Lot H1615	65	65
Lot H1616	69	69
Lot H1617	47	47
Lot H1618	47	47
Lot H1701	61	61
Lot H1702	47	47
Lot H1703	49	49
Lot H1704	86	86
Lot H1705	48	48
Lot H1706	71	71
Lot H1707	99	99
Lot H1708	62	62
Lot H1709	49	49
Lot H1710	82	82
Lot H1711	65	65
Lot H1712	90	90
Lot H1801	61	61
Lot H1802	47	47
Lot H1803	50	50
Lot H1804	86	86
Lot H1805	48	48
Lot H1806	71	71



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Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H1807	99	99
Lot H1808	62	62
Lot H1809	49	49
Lot H1901	62	62
Lot H1902	48	48
Lot H1903	50	50
Lot H1904	110	110
Lot H1905	72	72
Lot H1906	105	105
Lot H1907	62	62
Lot H1908	49	49
Lot H2001	62	62
Lot H2002	92	92
Lot H2004	110	110
Lot H2005	75	75
Lot H2006	105	105
Lot H2007	62	62
Lot H2008	49	49
Lot H2101	62	62
Lot H2102	92	92
Lot H2104	111	111
Lot H2105	72	72
Lot H2106	105	105
Lot H2107	63	63
Lot H2108	50	50
Lot H2201	62	62
Lot H2202	92	92
Lot H2204	112	112
Lot H2205	72	72



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 4
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H2206	106	106
Lot H2207	63	63
Lot H2208	50	50
Lot HG01	46	46
Lot HG02	52	52
Lot HG03	57	57
Lot HG04	62	62
Lot HG05	62	62
Lot HM01	36	36
Lot HM02	37	37
Lot HM03	49	49
Lot HM04	60	60
Lot HM05	45	45
Lot HM07	62	62
Lot HM08	62	62
Total	65866.00	65866.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

The land in PS738832M is affected by 9 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 10, Lots 101 - 122, 201 - 222, 301 - 322, 401 - 419, 501 - 519, 601 - 609, 701 - 707, 801 - 807, 901 - 907, 1001 - 1007, 1101 - 1107, 1201 - 1207, G01, G16, G17, G18, G19, G02, G20, G21, G03, G04, H101, H102, H103, H104, H105, H106, H107, H108, H109, H110, H111, H112, H113, H114, H115, H116, H117, H118, H119, H120, H121, H122, H123, H124, H125, H126, H127, H128, H129, H201, H202, H203, H204, H205, H206, H207, H208, H209, H210, H211, H212, H213, H214, H215, H216, H217, H218, H219, H220, H221, H222, H223, H224, H225, H226, H227, H228, H229, H301, H302, H303, H304, H305, H306, H307, H308, H309, H310, H311, H312, H313, H314, H315, H316, H317, H318, H319, H320, H321, H322, H323, H324, H325, H326, H327, H328, H329, H401, H402, H403, H404, H405, H406, H407, H408, H409, H410, H411, H412, H413, H414, H415, H416, H417, H418, H419, H420, H421, H422, H501, H502, H503, H504, H505, H506, H507, H508, H509, H510, H511, H512, H513, H514, H515, H516, H517, H518, H519, H520, H521, H522, H523, H524, H525, H603, H604, H605, H606, H607, H608, H609, H610, H611, H612, H613, H614, H615, H616, H617, H618, H619, H620, H621, H622, H623, H624, H625, H626, H627, H703, H704, H705, H706, H707, H708, H709, H710, H711, H712, H713, H714, H715, H716, H717, H718, H719, H720, H721, H722, H723, H724, H725, H726, H727, H803, H804, H805, H806, H807, H808, H809, H810, H811, H812, H813, H814, H815, H816, H817, H818, H819, H820, H821, H822, H823, H824, H825, H826, H827, H903, H904, H905, H906, H907, H908, H909, H910, H911, H912, H913, H915, H916, H917, H918, H919, H920, H921, H922, H923, H924, H925, H926, H927, H1003, H1004, H1005, H1006, H1007, H1008, H1009, H1010, H1011, H1012, H1013, H1014, H1015, H1016, H1017, H1018, H1019, H1020, H1021, H1022, H1023, H1024, H1025, H1026, H1027, H1101, H1102, H1104, H1105, H1106, H1108, H1109, H1110, H1111, H1112, H1113, H1114, H1115, H1116, H1117, H1118, H1119, H1120, H1121, H1122, H1201, H1202, H1203, H1204, H1205, H1206, H1207, H1208, H1209, H1210, H1211, H1212, H1213, H1214, H1215, H1216, H1217, H1218, H1219, H1220, H1221, H1222, H1301, H1302, H1303, H1304, H1305, H1306, H1307, H1308, H1310, H1311, H1312, H1313, H1314, H1315, H1316, H1317, H1318, H1319, H1320, H1321, H1322, H1401, H1402, H1403, H1405, H1406, H1407, H1408, H1409, H1410, H1411, H1412, H1413, H1414, H1415, H1416, H1417, H1418, H1419, H1420, H1421, H1422, H1504, H1505, H1506, H1507, H1508, H1509, H1510, H1511, H1512, H1513, H1514, H1515, H1516, H1518, H1519, H1520, H1521, H1522, H1524, H1601, H1602, H1603, H1604, H1605, H1606, H1607, H1608, H1609, H1610, H1612, H1613, H1614, H1615, H1616, H1617, H1618, H1701, H1702, H1703, H1704, H1705, H1706, H1707, H1708, H1709, H1710, H1711, H1712, H1801, H1802, H1803, H1804, H1805, H1806, H1807, H1808, H1809, H1901, H1902, H1903, H1904, H1905, H1906, H1907, H1908, H2001, H2002, H2004, H2005, H2006, H2007, H2008, H2101, H2102, H2104, H2105, H2106, H2107, H2108, H2201, H2202, H2204, H2205, H2206, H2207, H2208, HG01, HG02, HG03, HG04, HG05, HM01, HM02, HM03, HM04, HM05, HM07, HM08.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

LEVEL 2 436 JOHNSTON STREET ABBOTSFORD VIC 3067

AT465212C 28/07/2020

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Owners Corporation Rules:

1. OC041497H 12/11/2018

Additional Owners Corporation Information:

OC041494P 12/11/2018

Notations:

Members of Owners Corporation 10 are also affected by Owners Corporation 1. Folio of the Register for Common Property No.10 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 10	0	0
Lot 101	49	49
Lot 102	34	34
Lot 103	36	36
Lot 104	36	36
Lot 105	43	43
Lot 106	39	39
Lot 107	44	44
Lot 108	51	51
Lot 109	51	51
Lot 110	44	44
Lot 111	39	39
Lot 112	51	51
Lot 113	44	44
Lot 114	51	51
Lot 115	52	52
Lot 116	37	37
Lot 117	36	36
Lot 118	34	34
Lot 119	34	34
Lot 120	36	36
Lot 121	36	36



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 122	36	36
Lot 201	55	55
Lot 202	37	37
Lot 203	44	44
Lot 204	39	39
Lot 205	46	46
Lot 206	47	47
Lot 207	47	47
Lot 208	55	55
Lot 209	55	55
Lot 210	47	47
Lot 211	47	47
Lot 212	55	55
Lot 213	47	47
Lot 214	55	55
Lot 215	52	52
Lot 216	50	50
Lot 217	39	39
Lot 218	37	37
Lot 219	37	37
Lot 220	39	39
Lot 221	43	43
Lot 222	48	48
Lot 301	55	55
Lot 302	37	37
Lot 303	44	44
Lot 304	45	45
Lot 305	46	46
Lot 306	47	47



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 307	47	47
Lot 308	55	55
Lot 309	55	55
Lot 310	47	47
Lot 311	47	47
Lot 312	55	55
Lot 313	47	47
Lot 314	55	55
Lot 315	52	52
Lot 316	50	50
Lot 317	44	44
Lot 318	37	37
Lot 319	42	42
Lot 320	44	44
Lot 321	39	39
Lot 322	48	48
Lot 401	55	55
Lot 402	37	37
Lot 403	44	44
Lot 404	45	45
Lot 405	47	47
Lot 406	47	47
Lot 407	47	47
Lot 408	55	55
Lot 409	56	56
Lot 410	44	44
Lot 411	44	44
Lot 412	47	47
Lot 413	55	55



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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 414	52	52
Lot 415	50	50
Lot 416	44	44
Lot 417	37	37
Lot 418	37	37
Lot 419	61	61
Lot 501	55	55
Lot 502	37	37
Lot 503	44	44
Lot 504	45	45
Lot 505	47	47
Lot 506	47	47
Lot 507	47	47
Lot 508	55	55
Lot 509	56	56
Lot 510	44	44
Lot 511	44	44
Lot 512	47	47
Lot 513	55	55
Lot 514	52	52
Lot 515	50	50
Lot 516	44	44
Lot 517	37	37
Lot 518	37	37
Lot 519	61	61
Lot 601	55	55
Lot 602	37	37
Lot 603	44	44
Lot 604	45	45



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 605	47	47
Lot 606	47	47
Lot 607	44	44
Lot 608	58	58
Lot 609	56	56
Lot 701	55	55
Lot 702	37	37
Lot 703	44	44
Lot 704	50	50
Lot 705	44	44
Lot 706	58	58
Lot 707	56	56
Lot 801	55	55
Lot 802	37	37
Lot 803	44	44
Lot 804	50	50
Lot 805	44	44
Lot 806	58	58
Lot 807	56	56
Lot 901	55	55
Lot 902	37	37
Lot 903	44	44
Lot 904	50	50
Lot 905	44	44
Lot 906	58	58
Lot 907	56	56
Lot 1001	55	55
Lot 1002	37	37
Lot 1003	44	44



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1004	51	51
Lot 1005	44	44
Lot 1006	58	58
Lot 1007	56	56
Lot 1101	55	55
Lot 1102	37	37
Lot 1103	44	44
Lot 1104	51	51
Lot 1105	44	44
Lot 1106	58	58
Lot 1107	56	56
Lot 1201	55	55
Lot 1202	37	37
Lot 1203	44	44
Lot 1204	51	51
Lot 1205	44	44
Lot 1206	58	58
Lot 1207	56	56
Lot G01	48	48
Lot G16	35	35
Lot G17	35	35
Lot G18	35	35
Lot G19	35	35
Lot G02	35	35
Lot G20	35	35
Lot G21	35	35
Lot G03	35	35
Lot G04	35	35
Lot H101	40	40



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H102	40	40
Lot H103	48	48
Lot H104	60	60
Lot H105	40	40
Lot H106	37	37
Lot H107	49	49
Lot H108	63	63
Lot H109	62	62
Lot H110	64	64
Lot H111	63	63
Lot H112	47	47
Lot H113	47	47
Lot H114	41	41
Lot H115	39	39
Lot H116	41	41
Lot H117	39	39
Lot H118	41	41
Lot H119	39	39
Lot H120	57	57
Lot H121	72	72
Lot H122	48	48
Lot H123	60	60
Lot H124	54	54
Lot H125	50	50
Lot H126	50	50
Lot H127	54	54
Lot H128	54	54
Lot H129	54	54
Lot H201	36	36



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H202	36	36
Lot H203	48	48
Lot H204	60	60
Lot H205	45	45
Lot H206	37	37
Lot H207	49	49
Lot H208	63	63
Lot H209	62	62
Lot H210	64	64
Lot H211	63	63
Lot H212	47	47
Lot H213	47	47
Lot H214	41	41
Lot H215	39	39
Lot H216	46	46
Lot H217	39	39
Lot H218	46	46
Lot H219	42	42
Lot H220	57	57
Lot H221	72	72
Lot H222	48	48
Lot H223	61	61
Lot H224	54	54
Lot H225	50	50
Lot H226	50	50
Lot H227	54	54
Lot H228	55	55
Lot H229	54	54
Lot H301	36	36



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Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H302	36	36
Lot H303	48	48
Lot H304	61	61
Lot H305	45	45
Lot H306	37	37
Lot H307	49	49
Lot H308	63	63
Lot H309	62	62
Lot H310	64	64
Lot H311	63	63
Lot H312	47	47
Lot H313	47	47
Lot H314	46	46
Lot H315	39	39
Lot H316	41	41
Lot H317	39	39
Lot H318	41	41
Lot H319	39	39
Lot H320	57	57
Lot H321	72	72
Lot H322	48	48
Lot H323	61	61
Lot H324	54	54
Lot H325	50	50
Lot H326	50	50
Lot H327	55	55
Lot H328	55	55
Lot H329	54	54
Lot H401	36	36



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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H402	36	36
Lot H403	48	48
Lot H404	61	61
Lot H405	45	45
Lot H406	37	37
Lot H407	37	37
Lot H408	64	64
Lot H409	62	62
Lot H410	64	64
Lot H411	65	65
Lot H412	46	46
Lot H413	46	46
Lot H414	58	58
Lot H415	46	46
Lot H416	39	39
Lot H417	37	37
Lot H418	39	39
Lot H419	44	44
Lot H420	53	53
Lot H421	59	59
Lot H422	45	45
Lot H501	36	36
Lot H502	36	36
Lot H503	48	48
Lot H504	61	61
Lot H505	45	45
Lot H506	37	37
Lot H507	37	37
Lot H508	65	65



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H509	62	62
Lot H510	65	65
Lot H511	65	65
Lot H512	46	46
Lot H513	46	46
Lot H514	58	58
Lot H515	44	44
Lot H516	47	47
Lot H517	43	43
Lot H518	38	38
Lot H519	39	39
Lot H520	37	37
Lot H521	39	39
Lot H522	38	38
Lot H523	52	52
Lot H524	59	59
Lot H525	45	45
Lot H603	38	38
Lot H604	38	38
Lot H605	61	61
Lot H606	61	61
Lot H607	64	64
Lot H608	64	64
Lot H609	46	46
Lot H610	46	46
Lot H611	58	58
Lot H612	45	45
Lot H613	47	47
Lot H614	43	43



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Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H615	39	39
Lot H616	39	39
Lot H617	37	37
Lot H618	39	39
Lot H619	39	39
Lot H620	52	52
Lot H621	59	59
Lot H622	45	45
Lot H623	36	36
Lot H624	36	36
Lot H625	49	49
Lot H626	62	62
Lot H627	46	46
Lot H703	38	38
Lot H704	38	38
Lot H705	61	61
Lot H706	61	61
Lot H707	64	64
Lot H708	64	64
Lot H709	46	46
Lot H710	46	46
Lot H711	58	58
Lot H712	45	45
Lot H713	48	48
Lot H714	38	38
Lot H715	39	39
Lot H716	39	39
Lot H717	37	37
Lot H718	39	39



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Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H719	44	44
Lot H720	52	52
Lot H721	59	59
Lot H722	45	45
Lot H723	36	36
Lot H724	36	36
Lot H725	49	49
Lot H726	62	62
Lot H727	46	46
Lot H803	38	38
Lot H804	38	38
Lot H805	62	62
Lot H806	62	62
Lot H807	64	64
Lot H808	65	65
Lot H809	46	46
Lot H810	46	46
Lot H811	58	58
Lot H812	45	45
Lot H813	48	48
Lot H814	41	41
Lot H815	40	40
Lot H816	40	40
Lot H817	38	38
Lot H818	40	40
Lot H819	45	45
Lot H820	53	53
Lot H821	59	59
Lot H822	45	45



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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H823	36	36
Lot H824	41	41
Lot H825	49	49
Lot H826	62	62
Lot H827	46	46
Lot H903	43	43
Lot H904	43	43
Lot H905	62	62
Lot H906	62	62
Lot H907	65	65
Lot H908	65	65
Lot H909	47	47
Lot H910	47	47
Lot H911	59	59
Lot H912	45	45
Lot H913	48	48
Lot H915	89	89
Lot H916	45	45
Lot H917	44	44
Lot H918	45	45
Lot H919	39	39
Lot H920	53	53
Lot H921	60	60
Lot H922	46	46
Lot H923	37	37
Lot H924	37	37
Lot H925	49	49
Lot H926	62	62
Lot H927	47	47



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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1003	44	44
Lot H1004	39	39
Lot H1005	62	62
Lot H1006	62	62
Lot H1007	65	65
Lot H1008	65	65
Lot H1009	47	47
Lot H1010	47	47
Lot H1011	59	59
Lot H1012	45	45
Lot H1013	48	48
Lot H1014	44	44
Lot H1015	45	45
Lot H1016	45	45
Lot H1017	38	38
Lot H1018	45	45
Lot H1019	45	45
Lot H1020	53	53
Lot H1021	60	60
Lot H1022	46	46
Lot H1023	37	37
Lot H1024	37	37
Lot H1025	49	49
Lot H1026	63	63
Lot H1027	47	47
Lot H1101	67	67
Lot H1102	66	66
Lot H1104	44	44
Lot H1105	62	62



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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1106	127	127
Lot H1108	66	66
Lot H1109	47	47
Lot H1110	47	47
Lot H1111	59	59
Lot H1112	45	45
Lot H1113	48	48
Lot H1114	44	44
Lot H1115	45	45
Lot H1116	45	45
Lot H1117	43	43
Lot H1118	45	45
Lot H1119	45	45
Lot H1120	53	53
Lot H1121	60	60
Lot H1122	46	46
Lot H1201	38	38
Lot H1202	45	45
Lot H1203	44	44
Lot H1204	44	44
Lot H1205	62	62
Lot H1206	63	63
Lot H1207	65	65
Lot H1208	66	66
Lot H1209	47	47
Lot H1210	47	47
Lot H1211	59	59
Lot H1212	45	45
Lot H1213	48	48



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1214	44	44
Lot H1215	45	45
Lot H1216	45	45
Lot H1217	43	43
Lot H1218	45	45
Lot H1219	45	45
Lot H1220	53	53
Lot H1221	60	60
Lot H1222	46	46
Lot H1301	43	43
Lot H1302	45	45
Lot H1303	44	44
Lot H1304	44	44
Lot H1305	62	62
Lot H1306	63	63
Lot H1307	65	65
Lot H1308	66	66
Lot H1310	93	93
Lot H1311	59	59
Lot H1312	46	46
Lot H1313	48	48
Lot H1314	44	44
Lot H1315	45	45
Lot H1316	45	45
Lot H1317	43	43
Lot H1318	45	45
Lot H1319	45	45
Lot H1320	54	54
Lot H1321	60	60



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1322	46	46
Lot H1401	43	43
Lot H1402	45	45
Lot H1403	88	88
Lot H1405	62	62
Lot H1406	63	63
Lot H1407	65	65
Lot H1408	68	68
Lot H1409	47	47
Lot H1410	47	47
Lot H1411	59	59
Lot H1412	46	46
Lot H1413	48	48
Lot H1414	44	44
Lot H1415	45	45
Lot H1416	45	45
Lot H1417	44	44
Lot H1418	45	45
Lot H1419	45	45
Lot H1420	54	54
Lot H1421	60	60
Lot H1422	46	46
Lot H1504	59	59
Lot H1505	46	46
Lot H1506	49	49
Lot H1507	44	44
Lot H1508	45	45
Lot H1509	45	45
Lot H1510	44	44



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1511	45	45
Lot H1512	45	45
Lot H1513	54	54
Lot H1514	60	60
Lot H1515	46	46
Lot H1516	88	88
Lot H1518	88	88
Lot H1519	62	62
Lot H1520	63	63
Lot H1521	65	65
Lot H1522	66	66
Lot H1524	94	94
Lot H1601	61	61
Lot H1602	47	47
Lot H1603	49	49
Lot H1604	85	85
Lot H1605	48	48
Lot H1606	71	71
Lot H1607	99	99
Lot H1608	61	61
Lot H1609	48	48
Lot H1610	89	89
Lot H1612	88	88
Lot H1613	62	62
Lot H1614	63	63
Lot H1615	65	65
Lot H1616	69	69
Lot H1617	47	47
Lot H1618	47	47



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H1701	61	61
Lot H1702	47	47
Lot H1703	49	49
Lot H1704	86	86
Lot H1705	48	48
Lot H1706	71	71
Lot H1707	99	99
Lot H1708	62	62
Lot H1709	49	49
Lot H1710	82	82
Lot H1711	65	65
Lot H1712	90	90
Lot H1801	61	61
Lot H1802	47	47
Lot H1803	50	50
Lot H1804	86	86
Lot H1805	48	48
Lot H1806	71	71
Lot H1807	99	99
Lot H1808	62	62
Lot H1809	49	49
Lot H1901	62	62
Lot H1902	48	48
Lot H1903	50	50
Lot H1904	110	110
Lot H1905	72	72
Lot H1906	105	105
Lot H1907	62	62
Lot H1908	49	49



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot H2001	62	62
Lot H2002	92	92
Lot H2004	110	110
Lot H2005	75	75
Lot H2006	105	105
Lot H2007	62	62
Lot H2008	49	49
Lot H2101	62	62
Lot H2102	92	92
Lot H2104	111	111
Lot H2105	72	72
Lot H2106	105	105
Lot H2107	63	63
Lot H2108	50	50
Lot H2201	62	62
Lot H2202	92	92
Lot H2204	112	112
Lot H2205	72	72
Lot H2206	106	106
Lot H2207	63	63
Lot H2208	50	50
Lot HG01	46	46
Lot HG02	52	52
Lot HG03	57	57
Lot HG04	62	62
Lot HG05	62	62
Lot HM01	36	36
Lot HM02	37	37
Lot HM03	49	49



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OWNERS CORPORATION 10
PLAN NO. PS738832M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot HM04	60	60
Lot HM05	45	45
Lot HM07	62	62
Lot HM08	62	62
Total	31198.00	31198.00

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.

13 April 2023

MASON SQ - UNLIMITED - OC 1 P.S. 738832M
Registered for GST

ABN: 66 515 730 577

Tax Invoice

Jolie Le
email::info@
jleconveyancing.com.au;

Ref VICS151

Re Lot H502 MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Fee 162.14 Paid

Above Fee includes GST

As requested we enclose an Owners Corporation Certificate pursuant to Section 151 of the Owners Corporation Act 2006. Further information can be obtained by inspection of the Owners Corporation Register.

Please arrange for all outstanding Fee Notices to be adjusted at settlement. Please use the details below when making payments to the Owners Corporation in payment thereof and forward the completed Notice of Acquisition / Disposition.

We are unable to supply any information over the phone in relation to an Owners Corporation Certificate. Should you require further information at the time of settlement regarding any outstanding levies we can supply a copy of the Lot Owners Statement for a fee of \$33.00.

Please forward all documentation, including where applicable the Change of Ownership form, to SSKB, PO Box 8319, GCMC, Qld 9726.

Yours faithfully
SSKB

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation MASON SQ - UNLIMITED - OC 1

Plan Number: 738832M

Vendor kim Du Cao
 Reference VIC5151

This certificate is issued for Lot H502 on Plan Number 738832M
 the postal address of which is: H502/40 Hall St, Moonee Ponds VIC 3039

Lot Liability 36 Lot Entitlement 36

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/12/22 to 31/05/23	251.06	01/12/22	03/01/23	17/10/22
01/06/23 to 31/08/23	318.87	01/06/23		
01/09/23 to 30/11/23	318.87	01/09/23		
01/12/23****29/02/24	222.20	01/12/23		
01/03/24****31/05/24	222.20	01/03/24		

Regulation 16(b)

The Administration Fund fees are paid up until

31/05/23

Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees

Nil

(Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/12/22 to 31/05/23	24.44	01/12/22	03/01/23	17/10/22
01/06/23 to 31/08/23	12.25	01/06/23		
01/09/23 to 30/11/23	12.25	01/09/23		
01/12/23****29/02/24	12.24	01/12/23		
01/03/24****31/05/24	12.24	01/03/24		

Regulation 16(b)

The Maintenance Fund fees are paid up until

31/05/23

Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees

Nil

(Credit shown with -)

3 Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees
(Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
(Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing
 Purpose

Fund

Amount

Due Date

Amount Unpaid

Interest Rate: 10.00

Interest to Certificate Date: \$2.34

Daily Interest Accruing:

Nil

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot H502 On Plan Number 738832M

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	\$2.34

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$2.34) \$2.34

- 6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): \$296,827.08
- 10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: Nil
- 11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: Nil
- 12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: See Attached 'NOTICES AND ORDERS'
- 14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil
- 15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
SSKB (Victoria) Pty Ltd Reg. No. 29079 PO Box 16209 Collins Street WEST VIC 8007
Telephone: 03 9642 0555 Facsimile: 039642 3411 Email: srixon@sskb.com.au
- 16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil
- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters Nil

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot

H502

On

Plan Number 738832M

The Common Seal of The Owners Corporation MASON SQ - UNLIMITED - OC 1 Plan of Subdivision No. 738832M was hereunto affixed on 13 April 2023 and witnessed by and in the presence of SSKB (Victoria) Pty Ltd by its duly authorised officer being a person authorised under the Owners Corporations Act 2006 Section 20(1) and Section 21(2A) to the fixing of the Common Seal.

Dated: 13 April 2023

Owners Corporation Manager
Stuart Rixon

INSURANCE DETAILS
MASON SQ - UNLIMITED - OC 1

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILD CATASTROPHE/EM	02GS024589	78,740,440	12/11/23	30/11/22	Included
CHUBB	Collective Insurance Brokers				
BUILDING	02GS024589	530,185,627 Total	12/11/23	30/11/22	99,587.21
CHUBB	Collective Insurance Brokers				
FIDELITY GUARANTEE	02GS024589	100,000	12/11/23	30/11/22	Included
CHUBB	Collective Insurance Brokers				
LOSS OF RENT	02GS024589	78,740,440	12/11/23	30/11/22	Included
CHUBB	Collective Insurance Brokers				
MACHINERY BREAKDOWN	02GS024589	100,000	12/11/23	30/11/22	Included
CHUBB	Collective Insurance Brokers				
OFFICE BEARERS	02GS024589	1,000,000	12/11/23	30/11/22	Included
CHUBB	Collective Insurance Brokers				
PUBLIC LIABILITY	02GS024589	30,000,000	12/11/23	30/11/22	Included
CHUBB	Collective Insurance Brokers				
STAMP DUTY/GST/F'LEV	02GS024589	0.00	12/11/23	30/11/22	23,516.78
CHUBB	Collective Insurance Brokers				
VOLUNTARY WORKERS	02GS024589	200,000	12/11/23	30/11/22	Included
CHUBB	Collective Insurance Brokers				

Item 13 - Notices and Orders

PS738832M has been issued with a 'Building Notice' from the Municipal Building Surveyor of Moonee Valley City Council, on 30-09-2021

An extension has been granted until the 3rd of April, 2023 to allow ample time for the engagement of a façade engineer to collate a proposed scope of rectification work, whereby the response and representations will be considered with the facts and circumstances in determining if an enforcement notice is to be issued by Council, thereafter.

An Emergency Order was issued on 04-10-2021 directing the Owners Corporation to install adequate temporary barricades/gantries surrounding the building to restrict access up to 3 metres from the perimeter.

The builders have installed barriers around the garden bed, and have erected temporary covered walkways/catch-fans below the colour black glass along the western elevation of the building facing Brinnand Lane as preventative safety measures to ensure building occupants and members of the public can safely continue to use the thoroughfare.

The barriers are expected to remain in place as means to mitigate foreseeable occupational health and safety risks should further glass breakages occur, and until long-term measures are implemented as based on the technical recommendations and advice of engaged experts.

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
1R	12/11/18	To be used for Grease trap licence Level 2, 436 Johnston Street ABBOTSFORD VIC 3067	Common Property	Must not be used or allow any purpose other than installation maintenance and use of piping
	14/11/18	L U Simon Builders Proprietary Limited 818 Nicholson Street Fitzroy North VICTORIA 3068	For Storing Building Materials	
	14/11/18	Capital Fibre Networks Pty Ltd 112 Patterson Road Bentleigh Victoria 3204	Common Property	Must not be used or allow any other purpose than comm ntwrk or pit, pipe & Pathway work
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	OC Energy Pty Ltd PO Box 7285 Melbourne VIC 3004	Common Property	Must not be used or allow any Supplying Services using Equip access to the Equipment
	14/11/18	MP Commercial No 1 Pty Ltd Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Outdoor Area licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Signage Licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
	11/11/19	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Outdoor Area licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	MP Commercial No 1 Pty Ltd Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	MP Commercial No 1 Pty Ltd Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	MP Commercial No 1 Pty Ltd Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Signage licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Signage licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Signage licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for signage licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Signage licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	Caydon Property Group Pty Ltd Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	Caydon Property Group Pty Ltd Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Outdoor Area licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
	14/11/18	To be used for Signage licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	14/11/18	To be used for Grease trap licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	29/09/18	To be used for signage licence Level 2, 436 Johnson St ABBOTSFORD VIC 3067	Common Property	
	28/11/18	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/11/18	To be used for signage licence Level 2, 436 Johnston St Abbotsford VIC 3067	Common Property	
	29/11/18	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	29/11/18	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	11/11/19	To be used for plant & equipment Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	11/11/19	To be used for outdoor area Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	11/11/19	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	01/02/19	To be used for storage cage licence 53 Fitzgibbon St PARKVILLE VIC 3052	Common Property	

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
	20/09/20	To be used for grease trap licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for outdoor area licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for plant & equipment Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/20	To be used for grease trap licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for outdoor area licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for outdoor area licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for plant & equipment licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for grease trap licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
	20/09/19	To be used for outdoor area licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for plant & equipment licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for plant & equipment Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for outdoor area licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for plant & equipment Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for signage licence Level 2, 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	11/12/19	To be used for Access licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	11/12/19	To be used for Access licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	11/12/19	To be used for Access licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for Outdoor licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
	20/09/19	To be used for Plant & Equipment licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
	20/09/19	To be used for Signage licence Level 2 436 Johnston St ABBOTSFORD VIC 3067	Common Property	
4AR	10/10/18	To be used for Grease Trap License 9 Walker Street MURRUMBENNA VIC 3163	Common Property	Must not use Licensed Area for other than installation, maintenance and use of piping
4AR	10/10/18	Access to common property 9 Walker Street MURRUMBEENA VIC 3163	Common Property	access to and egress from Lot access to residential entrance lobby, lift, stairwell, mailroom
4AR	10/10/18	Installation, Operation and Maintenance of Equipment 9 Walker Street MURRUMBEENA VIC 3163	Common Property	repairing, installing, maintaining, testing, operating, removing equipment and cabling
4AR	10/10/18	Signage 9 Walker Street MURRUMBEENA VIC 3163	Common Property	no signage that would be illegal, offensive, or cause disturbance to any person
	03/12/18	To be used for Storage Cage licence Apartment 301, 62 Altona Street Kensington, Victoria 3031	Common Property	
3AR	10/10/18	for purposes connected with commercial or retail use of the Lot 168 Margaret Street MOONEE PONDS VIC 3039	Common Property	not to use licenced area which may cause a nuisance or interfere with any person
F1R	10/10/18	to be used for grease trap licence Lvl 2 / 436 Johnston Street ABBOTSFORD VIC 3067	Common Property	Must not be used or allow any purpose other than installation maintenance and use of piping
F1R	10/10/18	purposes connected with commercial or retail use of the Lot Level 2 436 Johnston Street ABBOTSFORD VIC 3067	Common Property	Licence area must not be used which may cause nuisance to other people
F1R	10/10/18	Air conditioning Lvl 2 / 436 Johnston Street ABBOTSFORD VIC 3067	Common Property	Installation, Operation and Maintenance of Air Conditioning Unit

Register Of Authorisations Affecting Common Property

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
F2R	10/10/18	to be used for grease trap 31/24 Craig Street KEILOR EAST VIC 3033	Common Property	Instalaltion, Maintenance and use of Piping
F2R	10/10/20	for the purposes connected with commercial or retail use ~~31/24~~ 31/24 Craig Street KEILOR EST VIC 3033	Common Property	not to create nuisance to others
F6R	10/10/18	for purposes connected with commercial or retail use of ~~the Lot~~ 436 Johnston Street ABBOTSFORD VIC 3067	Common property	must not use area that may nuisance or interfere with any other person
F6R	10/10/18	Air Concitioning Lvl 2 / 436 Johnston Street ABBOTSFORD VIC 3067	Common property	Installation, Operation and Maintenance of equipment
F6R	10/10/18	install signages Lvl 2 / 436 Johnston Street ABBOTSFORD VC 3067	Common Property	Signages must not be illegal offensive, annoying or unpleasant
S12	10/10/18	Air Conditioning Lvl 2 / 436 Johnston Street ABBOTSFORD VIC 3067	Common property	Installation, Operation and Maintenance of equipment
	30/05/19	To be used for LobbyTV Licence All of Level 2 436 Johnston Street, Abbotsford VIC 3036	Common Property	Must not use or allow anyone else to use licenced area

CONTRACTS REGISTER

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Administration							
Contractor Name and Address St Dane OC Management P/L Ground Floor, Office 1 34 Stanley Street COLLINGWOOD VIC 3066		Details of Duties Owners Corporation Management		Delegated Powers		Basis of Remuneration \$71,775.00 Sec Fee per annum payable quarterly in advance (Incl GST)	
Commencement Date		01/11/18	Expiry Date	31/10/23	Copy of Agreement on File	Y	Termination Date
Term of Contract		5 Years			Options		1 Year (5%-AWOTE)
Estimated Cost of Contract		0.00			Name of Financier		
Est Renumeration of Contract		0.00			Date of Advice from Financier		
Workers Comp No					Date of Withdrawal of Financier		

Common Property							
Contractor Name and Address Cirrus Communication Suit 1A, Level 2 10 William St PO Box 1745		Details of Duties Access Agreement		Delegated Powers		Basis of Remuneration \$7000 Per Annum	
Commencement Date		04/11/19	Expiry Date	04/11/23	Copy of Agreement on File	Y	Termination Date
Term of Contract		36 Months			Options		12 month rollover
Estimated Cost of Contract		0.00			Name of Financier		
Est Renumeration of Contract		0.00			Date of Advice from Financier		
Workers Comp No					Date of Withdrawal of Financier		

Maintenance							
Contractor Name and Address ADT Fire Monitoring		Details of Duties Fire Services		Delegated Powers		Basis of Remuneration As per agreement	
Commencement Date		01/08/19	Expiry Date	31/07/23	Copy of Agreement on File	Y	Termination Date
Term of Contract		2 Years			Options		2 year rollover
Estimated Cost of Contract		0.00			Name of Financier		
Est Renumeration of Contract		0.00			Date of Advice from Financier		
Workers Comp No					Date of Withdrawal of Financier		

Maintenance							
Contractor Name and Address Waste Wise Environmental Pty Ltd PO BOX 117 Reservoir VIC 3073		Details of Duties Waste Removal		Delegated Powers		Basis of Remuneration As per Agreement	
Commencement Date		21/02/19	Expiry Date	20/02/24	Copy of Agreement on File		Termination Date
Term of Contract		5 Years			Options		
Estimated Cost of Contract		0.00			Name of Financier		
Est Renumeration of Contract		0.00			Date of Advice from Financier		
Workers Comp No					Date of Withdrawal of Financier		

Maintenance							
Contractor Name and Address ADT Fire Monitoring		Details of Duties Fire Alarm Management Service		Delegated Powers		Basis of Remuneration .	
Commencement Date		01/08/19	Expiry Date	31/07/23	Copy of Agreement on File	Y	Termination Date
Term of Contract		2 Years			Options		2 years rollover
Estimated Cost of Contract		0.00			Name of Financier		
Est Renumeration of Contract		0.00			Date of Advice from Financier		
Workers Comp No					Date of Withdrawal of Financier		

CONTRACTS REGISTER

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Security									
Contractor Name and Address Vibrant Service Suite3, Level7-350 COLLINS ST MELBOURNE VIC 3000			Details of Duties Security Service			Delegated Powers		Basis of Remuneration \$26207.07 Per Year	
Commencement Date		09/03/22	Expiry Date		Copy of Agreement on File	Y	Termination Date		
Term of Contract		On Going			Options				
Estimated Cost of Contract					Name of Financier				
Est Renumeration of Contract					Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				

Maintenance									
Contractor Name and Address A.C. Goulding 65 Grange Road, Cheltenham 3192			Details of Duties Maintenance & Mechanical Services			Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date		08/01/20	Expiry Date	07/01/24	Copy of Agreement on File	Y	Termination Date		
Term of Contract		3 Years			Options	12 month rollover			
Estimated Cost of Contract		0.00			Name of Financier				
Est Renumeration of Contract		0.00			Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				

Maintenance									
Contractor Name and Address Air Inspect Australia B1.1, 63-85 Turner Street Port Melbourne VIC 3207			Details of Duties Provides aerial photography, asset inspections & drone services			Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date		01/07/22	Expiry Date		Copy of Agreement on File		Y	Termination Date	
Term of Contract		Ongoing			Options				
Estimated Cost of Contract					Name of Financier				
Est Renumeration of Contract					Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				

Building Manager											
Contractor Name and Address Focused Facilities Management Pty Ltd 36-38 Leveson Street North Melbourne VIC 3051			Details of Duties As specified in the agreement		Delegated Powers			Basis of Remuneration Monthly in Advance - As per agreement			
Commencement Date		23/01/23	Expiry Date		22/01/26		Copy of Agreement on File		Y	Termination Date	
Term of Contract		3 Years				Options					
Estimated Cost of Contract		0.00				Name of Financier					
Est Renumeration of Contract		0.00				Date of Advice from Financier					
Workers Comp No						Date of Withdrawal of Financier					

Maintenance										
Contractor Name and Address Commercial Pool systems Factory 2/40 Titan Dr, Carrum Downs VIC 3201			Details of Duties Pool Maintenance			Delegated Powers		Basis of Remuneration Refer agreement		
Commencement Date		14/02/23	Expiry Date		14/02/24	Copy of Agreement on File		Y	Termination Date	14/02/24
Term of Contract		1 Year				Options				
Estimated Cost of Contract						Name of Financier				
Est Renumeration of Contract						Date of Advice from Financier				
Workers Comp No						Date of Withdrawal of Financier				

CONTRACTS REGISTER

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

Maintenance									
Contractor Name and Address SAUNA HQ 14 Enterprise Circuit Dandenong South Vic 3175		Details of Duties Sauna and Steam service		Delegated Powers			Basis of Remuneration Refer agreement		
Commencement Date		01/04/23	Expiry Date	01/02/24	Copy of Agreement on File		Y	Termination Date	
Term of Contract		1 Year			Options				
Estimated Cost of Contract		0.00			Name of Financier				
Est Renumeration of Contract		0.00			Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				
Contractor Name and Address		Details of Duties		Delegated Powers			Basis of Remuneration		
Commencement Date			Expiry Date		Copy of Agreement on File			Termination Date	
Term of Contract					Options				
Estimated Cost of Contract					Name of Financier				
Est Renumeration of Contract					Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				
Contractor Name and Address		Details of Duties		Delegated Powers			Basis of Remuneration		
Commencement Date			Expiry Date		Copy of Agreement on File			Termination Date	
Term of Contract					Options				
Estimated Cost of Contract					Name of Financier				
Est Renumeration of Contract					Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				
Contractor Name and Address		Details of Duties		Delegated Powers			Basis of Remuneration		
Commencement Date			Expiry Date		Copy of Agreement on File			Termination Date	
Term of Contract					Options				
Estimated Cost of Contract					Name of Financier				
Est Renumeration of Contract					Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				
Contractor Name and Address		Details of Duties		Delegated Powers			Basis of Remuneration		
Commencement Date			Expiry Date		Copy of Agreement on File			Termination Date	
Term of Contract					Options				
Estimated Cost of Contract					Name of Financier				
Est Renumeration of Contract					Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				
Contractor Name and Address		Details of Duties		Delegated Powers			Basis of Remuneration		
Commencement Date			Expiry Date		Copy of Agreement on File			Termination Date	
Term of Contract					Options				
Estimated Cost of Contract					Name of Financier				
Est Renumeration of Contract					Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				

BUILDING NOTICE

Building Act 1993, Building Regulations 2018

Under Section 113 of the Building Act 1993

To Owners Corporation Plan No. 738832M
C/O Owners Corporation Manager
St Dane OC Management Pty Ltd
51 Homer Street
MOONEE PONDS VIC 3039

(Owner)

BY EMAIL: ownerscorp@stdaneoc.com.au

OF THE BUILDING/LAND LOCATED AT
51 Homer Street, MOONEE PONDS VIC 3039

(Building)/(Land)

WHEREAS:

1. I am the Municipal Building Surveyor of Moonee Valley City Council and am authorised to cause a Building Notice to be served under Division 2 of Part 8 of the *Building Act 1993* (Act);
2. The subject property at **51 Homer Street, MOONEE PONDS** was inspected on 9 September 2021;
3. This Notice is served on all lot owners of the building via the owners corporation pursuant to section 236(4C) of the Act;
4. Pursuant to section 106 of the Act, I am of the opinion that:
 - 4.1. There has been several spontaneous glass panel failures to the subject building which may pose a danger to the life, safety or health of the occupants or any member of the public within the vicinity of the building
5. The above is the reason why this Notice was issued.

Moonee Valley City Council

9 Kellaway Avenue Moonee Ponds | PO Box 126 Moonee Ponds Victoria Australia 3039 | DX 212139
Phone 03 9243 8888 Fax 03 9377 2100 Email council@mvcc.vic.gov.au

mvcc.vic.gov.au

NOW THEREFORE TAKE NOTICE THAT:

6. You are required to SHOW CAUSE within 30 days of the date of service of this Notice:

6.1. Why you should not carry out or cause the carrying out of the following building work in relation to the building:

6.1.1 Engage a practicing registered Engineer with the appropriate equipment and expertise to carry out an immediate assessment of the building; and

6.1.2 Provide a report on the findings and the rectification works required to be undertaken; and

6.1.3 Rectify all affected areas of the building in accordance with the recommendations by the engaged registered Engineer; and

6.1.4 Following the completion of the works, the appropriate Certificate of Compliance from the registered Engineer to be submitted to confirm that the works have been completed to their satisfaction.

DATED: 30 September 2021



.....
John Mammola
MUNICIPAL BUILDING SURVEYOR
of Moonee Valley City Council

NOTES: 1.

Representations by Owner and Cancellation of Notice

Under section 109 of the Act an owner may make representations to the Municipal Building Surveyor about the matters contained in building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the "show cause" period. The Municipal Building Surveyor may cancel a building notice if he considers it appropriate to do so after considering any representations made under section 109 (section 110 of the Act).

2. **Building Order**

Subject to section 107 of the Act, the Municipal Building Surveyor may make a building order under section 111 after the end of the time allowed for making representations.

3. **Appeals to Building Appeals Board**

The owner of a building or land may appeal to the Building Appeals Board under section 142(1) of the Act against a decision to serve a building notice on the owner or the failure within a reasonable time or refusal, to cancel a building notice on being requested to do so by the owner.

EMERGENCY ORDER

Building Act 1993, Building Regulations 2018

Under Section 102 of the Building Act 1993

TO THE OWNERS:

- (a) Owners Corporation Plan No. 738832M
C/O Owners Corporation Manager
St Dane OC Management Pty Ltd
51 Homer Street
MOONEE PONDS VIC 3039
- (b) Each and every owner of the property at
51 Homer Street, MOONEE PONDS VIC 3039

CC: The Owners Corporation Manager
St Dane OC Management Pty Ltd
34 Stanley Street
COLLINGWOOD VIC 3066

OF THE BUILDING/LAND LOCATED AT
51 Homer Street, MOONEE PONDS VIC 3039

(Building)/(Land)

WHEREAS:

1. I am the Municipal Building Surveyor of Moonee Valley City Council and am authorised to make an Emergency Order under Division 1 of Part 8 of the *Building Act 1993* (Act);
2. The subject property at **51 Homer Street, MOONEE PONDS** was inspected on 9 September 2021;
3. Pursuant to sub-section 102(1) of the Act, I am of the opinion that this Order is necessary because of a danger to life or property in that it is likely that future glass panel failures will occur to the subject building.
4. The building is considered to be a danger to the life, safety or health of any member of the public or any person using the building for the following reason:

Moonee Valley City Council

9 Kellaway Avenue Moonee Ponds | PO Box 126 Moonee Ponds Victoria Australia 3039 | DX 212139
Phone 03 9243 8888 Fax 03 9377 2100 Email council@mvcc.vic.gov.au

mvcc.vic.gov.au

- 4.1 There have been several spontaneous glass panel failures to the subject building which may pose a danger to the life, safety or health of the occupants or any member of the public within the vicinity of the building.

NOW THEREFORE TAKE NOTICE THAT:

5. The Owners are required within 14 days of the service of this Order to:
- 5.1 Install adequate temporary barricades/gantries surrounding the subject building to restrict access for at least 3 metres out from the perimeter of the building.

DATED: 4 October 2021



John Mammola
MUNICIPAL BUILDING SURVEYOR
of Moonee Valley City Council

NOTES:

1. Duration of Emergency Order

Subject to sub-section 103(2) of the Act, an emergency order remains in force until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board (section 104 of the Act).

2. Cancellation of Emergency Order

The Municipal Building Surveyor may cancel an emergency order by written notice given to the owner and to the occupier of the building, land or place of public entertainment concerned if the order was made in error or the circumstances giving rise to the making of the order have changed (section 105).

3. Appeal to Building Appeals Board

Pursuant to section 142(3) of the Act, an owner or occupier of a building or land may appeal to the Building Appeals Board against a refusal of the Municipal Building Surveyor to cancel an emergency order or a failure, within a reasonable time, to cancel that order.

4. Penalty for failure to comply

A person to whom an emergency order is directed must comply with that order [penalty: 100 penalty units in the case of a natural person and 500 penalty units in the case of a body corporate (section 118(1))]

Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)



Lodged by

Name: MADDOCKS

Phone: 03 9258 3555

Address: TOWER 2, LEVEL 25, 727 COLLINS ST, MELBOURNE 3008

Reference: MZS:MVT:6438643

Customer code: 1167E

Applicant: (full name and address, including postcode)

MP COMMERCIAL NO 1 PTY LTD ACN 605 707 784, MP COMMERCIAL NO 2 PTY LTD ACN 605 707 793
AND MP COMMERCIAL NO 3 PTY LTD ACN 605 707 800 ALL OF LEVEL 2, 436 JOHNSTON STREET,
ABBOTSFORD, VIC 3067

Plan no.: PS 738832M

Owners corporation no.: 1

A copy of the proposed rules of the owners corporation is provided.

Signing:

35271702A

27E(1)SA

Page 1 of 2

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Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)



Certifications

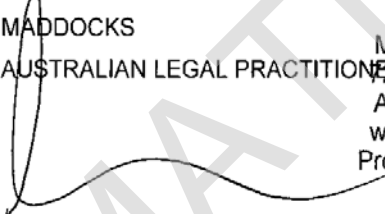
1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of MP COMMERCIAL NO 1 PTY LTD, MP COMMERCIAL NO 2 PTY LTD AND MP C
MP COMMERCIAL NO 3 PTY LTD

Signer Name MITCHELL LEIGH SHARMAN

Signer Organisation MADDOCKS

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature  MITCHELL LEIGH SHARMAN
27 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

Execution Date 24 OCTOBER 2018

35271702A

27E(1)SA

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Date / /20

Owners Corporation Rules
Unlimited OC Rules
All Lots

Owners Corporation No. 1 on Plan of Subdivision PS738832M



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Owners Corporation Rules All Lots

Date / /

NOTES

The *Owners Corporations Regulations 2007* detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Regulations.

1. Definitions

In these Rules:

Act means the *Owners Corporations Act 2006* (Vic) as amended from time to time..

Building Works means all design, building and construction works including the construction, erection, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property (and without limitation, includes the alteration or modification to the external façade of a Lot, removal or replacement of floor coverings or materials, fixing or having fixed any electrical, audio visual, or communication device or equipment (for example, plasma or LCD televisions or speakers) within or about or relating to a Lot which may affect the acoustic performance of any inter-tenancy wall, floor or ceiling).

Children means persons below the age of 16 and **Child** has a corresponding meaning.

Commercial Lot means any commercial or retail lot within the Development as shown on the Plan.

Committee means a committee of Members (of which the Manager may also be a member) appointed from time to time and where the context requires includes any sub-committee(s).

Commercial Purposes means use for a restaurant, café or other form of food and/or drink premises, office, showroom or other commercial or retail use.

Common Property means the land and any improvements erected on 34-36 Margaret Street and 40 Hall Street, Moonee Ponds, Victoria 3031 designated as common property on the Plan.

Developer means the party engaged by the Owner or a Related Body Corporate and responsible for the development of the Development and creation of Lots and includes the Developer's successors and assigns and Related Bodies Corporate and where it is consistent with the context includes the Developer's employees, agents, builders, contractors, subcontractors and invitees.

Development means the development to be carried out on the land known as 34-36 Margaret Street and 40 Hall Street, Moonee Ponds as a mixed use community and associated facilities including the marketing and sale of Lots.

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Development Agreement means any agreement between the Owners Corporation and the Owner, the Developer or any other party in relation to the Development, including any ancillary agreements between the Owners Corporation, the Owner and/or the Developer such as development leases or other licences.

Director has the same meaning as it has in the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

- (a) the operation of the Owners Corporation(s);
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation(s).

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Initial Owner has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

Land means the whole of the land described in the Plan.

Lot means a lot shown on the Plan.

Maintenance Fund means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

Maintenance Plan means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

Manager means the person or entity appointed by the Owners Corporation(s) as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Member means a member of the Owners Corporation(s) by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

Owner means the owner of the Land, being:

- (a) MP Commercial No 1 Pty Ltd ACN 605 707 784 or any of its Related Bodies Corporate;
- (b) MP Commercial No 2 Pty Ltd ACN 605 707 793 or any of its Related Bodies Corporate; and/or



- (c) MP Commercial No 3 Pty Ltd ACN 605 707 800 or any of its Related Bodies Corporate,

either collectively or singularly as the context requires, or such other registered proprietor or proprietors of the whole or any part of the land comprising the Development from time to time.

Owners Corporation(s) means the Owners Corporation(s) created by the registration of the Plan.

Plan means plan of subdivision no. PS738832M.

Proximity Card means a card, magnetic card or other device used to open and close doors, gates, locks in respect of a Lot or Common Property including any remote control or other security device issued to the Member or Occupier.

Recreational Facilities means any recreational facilities located on Common Property created by the Owners Corporation from time to time for use by Members (if any).

Regulations means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Rule or Rules means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Special Resolution has the same meaning as in the Act.

2. Interpretation

2.1 Unless the context otherwise requires:

- 2.1.1 headings are for convenience only;
- 2.1.2 words imparting the singular include the plural and vice versa;
- 2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation(s) and any governmental authority; and
- 2.1.4 a reference to a thing includes part of that thing.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation(s) from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

- 2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

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2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.

3. Inconsistency

To the extent that there is any inconsistency between these Rules and the rules of other owners corporations on the Plan, these Rules shall prevail.

4. Provision of Services

Each Member of the Owners Corporation(s) agrees that the Owners Corporation(s) will provide the following services:

- 4.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and
- 4.2 any other service or facility provided by the Owners Corporation(s) for the benefit of the Members.

5. Not used

6. Use of Common Property

A Member must not:

- 6.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation(s) or other Members;
- 6.2 do or permit anything which might cause structural damage to the Common Property;
- 6.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation(s) to be present at the time of moving if it is considered necessary;
- 6.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation(s);
- 6.5 interfere with any personal property vested in the Owners Corporation(s);
- 6.6 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation(s);
- 6.7 obstruct a driveway or entrance to a Lot or any other road in the Development;

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- 6.8 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation(s);
- 6.9 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
- 6.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- 6.11 disregard any requirements made by the Owners Corporation(s) relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
- 6.12 hold or allow to be held any public auction on or near the Common Property;
- 6.13 directly instruct any contractors or workmen employed by the Owners Corporation(s) unless so authorised;
- 6.14 except with the consent in writing of the Owners Corporation(s), use for their own purposes as a garden any portion of the Common Property;
- 6.15 must notify the Owners Corporation(s) or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation(s);
- 6.16 smoke on Common Property;
- 6.17 consume, or permit the consumption of, alcohol on Common Property;
- 6.18 ensure that no animals and/or pets are kept in Common Areas (including, but not limited to, any lobby, foyer, Recreational Facilities, courtyards or garages);
- 6.19 without limiting rule 6.18, not bring onto Common Property any restricted dog breeds as that referred to or contemplated by legislation as Members are directed to make inquiries with Moonee Valley City Council to ensure compliance with this rule;
- 6.20 ensure that any animal belonging to them or visiting them does not urinate or defecate on Common Property including internal courtyards; and
- 6.21 allow any animal to do anything which would contravene these rules if that thing was done by the Member himself or herself

7. Use of Lot

7.1 A Member must not:

- 7.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;
- 7.1.2 alter any door (for example, by installing any additional locks and/or peep holes) which alters, negates or otherwise affects the fire rated doors installed as part of any Lot and must ensure that any such doors remain fire compliant, including

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performing any alterations or incurring costs that are necessary to ensure fire compliance;

- 7.1.3 throw, or permit to be disposed or thrown, anything out of windows or over balconies of any Lot;
- 7.1.4 do anything within any Lot, or on Common Property, that is likely to affect the operation of fire safety devices or reduce the level of fire safety in any Lot or Common Property
- 7.1.5 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- 7.1.6 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;
- 7.1.7 operate or permit to be operated on a Lot any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Development;
- 7.1.8 use any part of a Lot designated for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation (including storage, with all storage items to be contained within designated storage spaces/cages only)
- 7.1.9 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view;
- 7.1.10 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot;
- 7.1.11 use or permit their Lot or any part of the Common Property to be used for any trade or business; and
- 7.1.12 install blinds to windows visible from outside the Members Lot other than of a neutral colour and of a type and style general consistent with the fixtures and fittings used throughout at the time the Plan was first registered.

7.2 Each Member must:

- 7.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and
- 7.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 7.2.3 maintain, and keep in good repair, each apartment comprising a Lot (including, if relevant, any courtyard, balcony or storage cage
- 7.2.4 regularly clean the exterior windows and walls of their Lot (but only to the extent that direct external access is available to the Lot);

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- 7.2.5 regularly clear drains located in any balcony or court yard to remove debris from such drains and avoid flooring;

8. Building Works to Lots and Common Property

- 8.1 A Member must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuildings of any kind within or upon a Lot or on Common Property without the written approval of the Owners Corporation(s).
- 8.2 A Member must not install or permit the installation of blinds or curtains on the interior of any windows or doors forming part of the Lot, which directly face the outside of a Lot, unless they are:
- 8.2.1 a translucent roller blind of shearweave material in ivory white or of white; or
- 8.2.2 an opaque block out roller blind with the external face in ivory white or off white,
- and must not install any curtains or other furnishings on the interior of any windows or doors
- 8.3 A Member must not undertake any Building Works, and must before commencing any Building Works:
- 8.3.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;
- 8.3.2 obtain, for any Building Works proposal submitted for approval, certification by a qualified acoustics engineer that the works when completed will meet the Building Code of Australia minimum requirements for sound attenuation;
- 8.3.3 receive written approval from the Owners Corporation to proceed with those specified Building Works;
- 8.3.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
- 8.3.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;
- 8.3.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy; and
- 8.3.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.
- 8.4 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
- 8.4.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
- 8.4.2 building materials are not stacked or stored in Common Property;

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- 8.4.3 scaffolding is not erected on the Common Property or exterior of the Building;
- 8.4.4 construction work complies with all Laws of the relevant Authorities;
- 8.4.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
- 8.4.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;
- 8.4.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and
- 8.4.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 8.5 Where a Member or Occupier commissions Building Work in accordance with Rule 8.4, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.
- 8.6 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

9. Private Roads and Other Common Property

- 9.1 All Members must:
 - 9.1.1 ensure that their car parking space (if any) is maintained, cleaned and free of oil. The Owners Corporation(s) reserves its right to clean any area and charge the owner for the costs incurred; and
 - 9.1.2 observe every traffic sign on or at the entrance or exit of any car parking spaces
- 9.2 A Member must not:
 - 9.2.1 drive or permit to be driven any motor vehicle in excess of 2 tonnes weight into or over the Common Property;
 - 9.2.2 park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation(s) from time to time onto or throughout the Common Property or on any Lot or within the vicinity of a Lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street;

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- 9.2.3 obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Development by any Member, the tenants, guests, servants, employees, agents, children, invitees, licensees of any Member or used by them for any purpose other than the reasonable access to and from their respective Lots or the parking areas provided;
- 9.2.4 permit any occupation of a caravan on a Lot;
- 9.2.5 permit the riding of skateboards, roller blades, skates, carts or other similar means of transport on or over the Common Property, in driveways or on footpaths without the consent of the Owners Corporation(s). The riding of bicycles on the roadways is permitted.
- 9.2.6 keep any unregistered or any un-roadworthy vehicles in any car parking spaces; and
- 9.2.7 carry out any mechanical repairs or spray painting of any vehicles in any car parking spaces or otherwise on Common Property

10. Behaviour of Invitees

- 10.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).
- 10.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- 10.3 A Member is liable to compensate the Owners Corporation(s) for all damage to the Common Property or personal property vested in it caused by a breach of Rule 10.1 and 10.2.
- 10.4 Where the Owners Corporation(s) expends money to make good damage caused by a breach of the Act, or of these Rules by any Member or Invitees, the Owners Corporation(s) can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

11. Owners Corporation(s) Fees and Legal Costs

- 11.1 The Member must pay the fees set by the Owners Corporation(s) to cover general administration and maintenance, insurance and other recurrent obligations either quarterly, bi-annually, or at such other intervals as may be determined by the Owners Corporation from time to time by general resolution, in advance according to their lot entitlement and liability.
- 11.2 The amount of the annual Owners Corporation(s) fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation(s).
- 11.3 Any special fees or charges levied by the Owners Corporation(s) to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation(s) upon the levying of each special fee or charge.
- 11.4 The Member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or

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condition contained in these Rules including by not limited to recovery of Owners Corporation contribution fees.

- 11.5 The Member must pay the electricity, municipal and other statutory rights and charges that are not separately assessed or apportionable against their Lot according to their lot entitlement and liability.

12. Garbage disposal

12.1 A Member of a Lot must:

- 12.1.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
 - 12.1.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;
 - 12.1.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and
 - 12.1.4 seek the assistance of the Manager for the disposal of:
 - (a) garden waste;
 - (b) hard waste;
 - (c) unwanted items that are in good condition for charities; or
 - (d) other waste (such as electronic/liquid waste and home detox such as paint and chemicals; and
 - 12.1.5 not burn rubbish or waste within a Lot or Common Property.
- 12.2 In the event that the bin chute/s becomes blocked and the Owners Corporation is able to identify the responsible Lot, the cost to reinstate the chute/s may be recovered from the Lot.
- 12.3 A member or Occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this Rule shall be borne by the owner or occupier concerned.

13. Bicycles

13.1 A Member or Occupier must not:

- 13.1.1 permit any bicycle to be stored on Common Property except in areas designated by the Owners Corporation or otherwise with its written consent; and
- 13.1.2 permit any bicycle to be brought into a Lot (other than a Lot designated for parking) or the foyer, lifts, stairwells, hallways, garden areas, walkways or balconies.

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- 13.2 Members or Occupiers must indemnify and keep indemnified the Owners Corporation on a full indemnity basis for the costs of repairing any damage to the Common Property arising out of bringing their bicycles on to any Lot (for example, corridors).
- 13.3 If bike racks are provided for the storage of bikes:
- 13.3.1 a Member must, prior to first use of the bike rack, register their bicycle with the Manager. Each resident will be provided with a bicycle registration number that will correspond to the bike rack. Members must store their registered bicycle in their assigned bike rack;
 - 13.3.2 bike racks will not be assigned without a bicycle lock, and bicycles must be locked to the rack provided at all times;
 - 13.3.3 bike racks are not assignable and a Member must not allow any other person to use a bike rack assigned to them;
 - 13.3.4 each Member is entitled to use one bike rack, however, if there are not enough bike racks available to service all Members, bike racks will be allocated by way of a lottery; and
 - 13.3.5 if the number of Members applying for a bike rack is less than the number of bike racks available, then a Member shall be able to apply to register more than one bike, however, in the event that another Member applies for a bike rack at a later date, any Member who has more than one bike rack may be required to surrender the additional bike rack for use by other Members.

and the Owners Corporation reserves the right to suspend or terminate a Member's privileges at any time due to a violation of anything in this rule 13, negligent or wilful damage to a bike rack or to a bicycle of another Member.

14. Signage and Windows

Other than the Owner, the Developer or the owner of a Commercial Lot in accordance with the provisions of Rule 23, a Member is not permitted to:

- 14.1 display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property;
- 14.2 display any advertising material, logos or sign writing to any external window, glazing or external solid face of a Lot or Common Property; or
- 14.3 allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development.

15. Rights of Entry

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation(s), must allow the Owners Corporation(s) or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

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16. Security

The Owners Corporation(s) may make rules and regulations to ensure the security of the Development from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property.

17. Contact

Each Member must advise the Manager of any out of normal business hours contact address and telephone number for their Lot and must promptly advise the Manager of any change in their address or telephone number.

18. Consent of Owners Corporation(s)

A consent given by the Owners Corporation(s) under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

19. Enforcement of Domestic Building Contract

The Member agrees that for the purpose of its obligations under the Act:

19.1 the Members acknowledge and agree that reasonable steps to enforce any domestic building contract (within the meaning of the *Domestic Building Contracts Act 1995*) include:

19.1.1 the making of a demand in writing to the builder under any domestic building contract to comply with the terms of the domestic building contract and/or rectify any breach of the domestic building contract;

19.1.2 the exercise of any right under the domestic building contract to withhold any payment to the builder or have recourse to any security provided by the builder under the domestic building contract;

19.1.3 the settlement of any dispute under any domestic building contract between the original owner and the builder on terms acceptable to the original owner; and

19.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and

19.2 the Members agree to pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

20. Complaints and Disputes

20.1 Any Dispute must be dealt with at first instance in accordance with this Rule 20.1.

20.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 20.

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- 20.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 20.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 20.3.2 waive the requirement for the parties to meet.
- 20.4 Notwithstanding the course of action elected by the Committee under Rule 20.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 20.5 Without limiting the generality of this Rule 20.4, where no formal complaint is made by a Member or Occupier and the Owners Corporation(s) otherwise becomes aware of a Dispute, the Owners Corporation(s) (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 20.5.1 arrange a meeting between the parties to resolve the Dispute; or
- 20.5.2 waive the requirement for the parties to meet.
- 20.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 20.3.1 or 20.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

21. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation(s) on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation(s) as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non compliance and the cost incurred by the Owners Corporation(s) in recovering overdue charges from the Member or Occupier.

22. Charges imposed on Members and Occupiers

- 22.1 Any payments to the Owners Corporation(s) imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 22.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation(s) as prima facie proof of the costs and expenses incurred by the Owners Corporation(s) relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 22.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

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- 22.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation(s) and then be applied in repayment of the principal sum.

23. Rules Subject to Rights of the Owner and Developer

- 23.1 These Rules do not apply to and, are not enforceable against the Owner, the Developer or their mortgagee(s) or chargee(s) (if any), for so long as any of the following apply:

- 23.1.1 the Owner and/or its equity partners (if any) is a Member or Occupier;
- 23.1.2 the Developer and/or its equity partners (if any) is a Member or Occupier;
- 23.1.3 any Related Body Corporate of the Owner or Developer or their equity partners (if any) is a Member or Occupier;
- 23.1.4 any mortgagee or chargee of the Owner or Developer has an interest in any Lot; or
- 23.1.5 the Owner or Developer and/or their equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Owner, Developer or their mortgagee(s) or chargee(s) may be engaged in or which may need to be carried out in order to complete construction of the Development and facilities comprised in the Plan or the Development.

- 23.2 Subject to Rule 23.4, the Owner, Developer and their equity partners (if any), their mortgagee(s) and chargee(s) must be and are by this Rule, authorised by each and every member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

- 23.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- 23.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- 23.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- 23.2.4 erect for sale promotional advertising or other signs as may be required on any part of the Common Property; and
- 23.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Owner, Developer or their mortgagee(s) or chargee(s) thinks fit; and
- 23.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 23.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

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provided that the Owner, Developer and/or any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 23.3 The Owners Corporation(s) must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Owner, Developer or their mortgagee(s) or chargee(s) to complete the Development.
- 23.4 In exercising its rights under this Rule, the Owner and/or Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Owner and/or Developer must only exercise their rights to the extent genuinely necessary for the Development. The Owner and Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

24. Development Lease/Licence, Signage & Other Licences

- 24.1 The Owners Corporation may grant to the Owner and/or the Developer:
 - 24.1.1 a development lease or licence for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion and integration of the carpark areas, landscaping and common areas within the various stages of the Development;
 - 24.1.2 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
 - 24.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property;
 - 24.1.4 a lease or licence to allow the Owner's and/or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion; or
 - 24.1.5 a licence to host festivals, parties or other celebratory or promotional events on Common Property or any other recreational areas within the Development; or
 - 24.1.6 any other leases, licences or other rights of occupation which are reasonably required for the purpose of the Development or for the use and occupation of any Lot,

provided the Owner and the Developer uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

- 24.2 A Member or Occupier of the Lot must not hinder or impede the Owner or the Developer from exercising its rights under any agreement entered into under this Rule.
- 24.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule.
- 24.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule.

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25. Warranties & Novation or Assignment of Contracts

- 25.1 The Owner and/or Developer may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of any building within the Development, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 25.2 The Owners Corporation(s) must accept an assignment or novation of the contracts referred to in Rule 25.1 at the first meeting of the Owners Corporation.
- 25.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 25.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 25.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer or the Owner.
- 25.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 24 relative to the lot liability on the Plan.

26. Restrictions – Trade or Business

- 26.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use unless that Lot is a Commercial Lot, without the express written consent of the Owners Corporation(s).
- 26.2 If authorised to do so by the Owners Corporation(s), the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- 26.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
- 26.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
- 26.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.
- 26.3 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 26.

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27. Commercial Area

- 27.1 Without limiting any other Rule, the proprietor or occupier of a Commercial Lot used for Commercial Purposes must:
- 27.1.1 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation(s), and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
 - 27.1.2 avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
 - 27.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - 27.1.4 ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;
 - 27.1.5 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refused on common property except where designated by the Owners Corporation(s) from time to time;
 - 27.1.6 any perishable rubbish must be refrigerated and hidden from view;
 - 27.1.7 washing down of bins must only be carried out within the Lot, excluding car spaces;
 - 27.1.8 comply with all health, noise and other regulations in carrying on the business from the Lot;
 - 27.1.9 any mechanical fluing must be charcoal filtered or equivalent;
 - 27.1.10 small utility deliveries are to be between 7:00am-6:00pm Monday to Friday and 9:00am – 6:00pm Saturdays & Sundays;
 - 27.1.11 large deliveries are to be between:
 - (a) 8:00am – 6:00pm Monday to Friday; and
 - (b) 9:00am – 6:00pm Saturday to Sunday;
 - 27.1.12 not permit electronic gaming machines;
 - 27.1.13 make all reasonable attempts to address/treat any odours that emanate from the Lot;
 - 27.1.14 ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level required by the Owners Corporation is achieved; and
 - 27.1.15 ensure that its employees, customers, contractors or invitees use only the toilet facilities within the Commercial Lot and not any other toilet facilities in the Development.
- 27.2 Nothing herein will prevent or prohibit any owner or Occupier of a Commercial Lot from carrying on its reasonable business operations within a Commercial Lot and to apply for, and

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obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of any commercial Lot may apply for, provided that all times the proprietor or occupier of any such commercial Lot:

- 27.2.1 operates lawfully;
- 27.2.2 obtains each and every permit, liquor licence or other consent required; and
- 27.2.3 operates within the terms of any such liquor licence, permit or consent.
- 27.3 Any owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.
- 27.4 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times
- 27.5 The Owners Corporation(s) will not hinder access to the Commercial Lots via the main front entry except when they are required to undertake routine maintenance of these areas.
- 27.6 Rule 14 does not apply to a Lot used for Commercial Purposes.

28. Moving object on or through Common Property

- 28.1 The Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property (whether in a building or not) in a specified manner.
- 28.2 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, a Member or Occupier must not transport any furniture or large object through or on the Common Property except in accordance with that resolution.
- 28.3 When using the lifts to move goods or furniture a Member or Occupier must ensure that the walls, floor and ceiling of the lifts are adequately protected from damage.
- 28.4 A Member or Occupier must not move any article of furniture or any other article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation in sufficient time to enable the lifts to be covered and ensure only one Member or Occupier is moving in at a time.
- 28.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, the Manager or a representative of the Owners Corporation and the Member or Occupier will inspect the Common Property through which such article is to be moved to establish its state of repair. The Member or Occupier will be liable for any damage caused to the Common Property arising from the movement of the article.
- 28.6 Members moving furniture in or out at any time must not:
 - 28.6.1 move any furniture or other article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time (72 hours prior notice) to enable the Manager to approve the request and be present and supervise the movement of any furniture or other article;
 - 28.6.2 permit any carriers or removalists to commence operations prior to their making contact upon arrival with the Manager;
 - 28.6.3 permit any vehicles to restrict access to any car park;

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- 28.6.4 conduct operations so as to unduly restrict access of other Members to any lifts or lobbies or restrict access to fire escapes;
- 28.6.5 place any furniture or items in a lift other than that specified by the Manager and not until protective covers have been placed in the lift by the Manager;
- 28.6.6 allow, or permit others to allow, furniture or items to come into contact in any way with any lift doors, including static contact of leaning or stacking against lift doors;
- 28.6.7 damage Common Property when transporting any furniture, large object or deliveries to or from any Lot;
- 28.6.8 leave rubbish, papers or other debris along the path of the move. The Member must ensure that carriers do not leave empty boxes, cartons or moving materials in any building or Common Property,

and at the completion of the move in or out, the Manager will inspect the lifts, lobbies and Common Property for damage, marking or debris and if any is found, the Manager will notify the Member of amount payable for rectification of the damage or the removal of rubbish. The amount must be paid to the Owners Corporation within 7 days of the date of the invoice.

29. Recreational Facilities

- 29.1 The Owners Corporation may do all things necessary, including enacting further rules or issuing directions, to prevent a Member or Occupier from accessing Recreational Facilities which are:
 - 29.1.1 not located in the building that the Member or Occupier occupies; or
 - 29.1.2 not otherwise intended for use by the Member or Occupier.

The Member or Occupier must comply with any rule or direction issued by the Owners Corporation under this Rule 29.1, and any breach will constitute a breach of these Rules.
- 29.2 When using the Recreational Facilities a Member and an Occupier must ensure that:
 - 29.2.1 Children are not in or around the Recreational Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;
 - 29.2.2 the Member's or Occupier's guests only use the Recreational Facilities if accompanied by the Member or Occupier and the Member or Occupier acknowledges that no more than 4 guests per Member are permitted at any one time without the Manager's prior consent; and
 - 29.2.3 alcohol is not taken into or consumed around the Recreational Facilities, except as otherwise permitted by the Owners Corporation and subject to any conditions which the Owners Corporation may impose with respect to such consumption.
- 29.3 Members and Occupiers may only use the Recreational Facilities between the hours of 6:00am to 10:00pm (or such other hours determined by the Committee) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.
- 29.4 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these Rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.

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- 29.5 A Member or Occupier must not move any article of furniture or any other article (e.g. pot plants, ornaments etc.) through or around the Common Property without the prior approval of a representative of the Owners Corporation.
- 29.6 A Member or Occupier must not remove any article of furniture or any other article (e.g. pot plants, ornaments etc.) from the Common Property.
- 29.7 A Member or Occupier and persons under their control must ensure that when in the Recreational Facilities appropriate attire is worn at all times.
- 29.8 Smoking is not permitted in the Recreational Facilities.
- 29.9 Users of the Recreational Facilities do so at their own risk and must not make any claim against the Owners Corporation and must indemnify and keep indemnified the Owners Corporation against any action, demand, cost, liability or loss due to any damage, loss, injury or death arising out of use of the Recreational Facilities by the Member or Occupier or their invitees.
- 29.10 A person who enters or leaves a Recreational Facility must ensure that any gate or door forming part of the Recreational Facility is in the closed position at all times, except when that person is in the act of entering or leaving the Recreational Facility; and indemnify the OC against their misuse.
- 29.11 No jumping, diving, running or boisterous behaviour is permitted in any Recreational Facility.

30. Concierge

- 30.1 Each Member and Occupier acknowledges that a concierge may be engaged by Owners Corporation to service the residents of a building within the Development, including to assist with functions and bookings with respect to parts of the Common Property within a building within the Development.
- 30.2 Each Member of the Owners Corporation(s) must not either directly or indirectly do anything to interfere with or restrict the role or functions of the concierge and must comply with the reasonable directions of the concierge from time to time.
- 30.3 The concierge service will operate during periods nominated by the Owners Corporation. The Owners Corporation may change the concierge hours at any time at its absolute discretion.

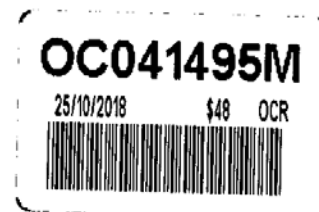
31. Proximity Cards

- 31.1 A Member in possession of a Proximity Card must:
- 31.1.1 keep the Proximity Card for their exclusive use and must not give the Proximity Card to any other person;
 - 31.1.2 not duplicate the card or permit it to be duplicated without the Owners Corporation's written permission;
 - 31.1.3 take all reasonable precautions to ensure that the Proximity Card is not lost or handed to a person other than the Member and is not to dispose of the Proximity Card in any way other than by returning it;
 - 31.1.4 promptly notify the Owners Corporation if a Proximity Card is lost or destroyed; and

- 31.1.5 include in any lease or licence of a Lot to the Member a condition or obligation requiring the return of the Proximity Card to the Owners Corporation upon demand by the Owners Corporation acting reasonably.
- 31.2 The Owners Corporation may make a number of Proximity Cards as deemed appropriate available to Members free of charge. The Owners Corporation may charge a reasonable fee for any additional Proximity Cards required by a Member.
- 31.3 Where a Member is in arrears in payment of the Owners Corporation levies in excess of two required instalments, or has repeatedly breached these Rules, the Owners Corporation may cancel the Proximity Card or suspend access to Recreational Facilities using the Proximity Card.
- 31.4 The Member must pay the cost of replacing any lost, stolen, damaged, non-functioning or destroyed Proximity Card issued to them.

32. Pets and Animals

- 32.1 A Member can keep any animal upon a Lot unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is dangerous or is otherwise causing a nuisance.
- 32.2 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property including internal courtyards.
- 32.3 A Member must ensure that any animal urination or defecation which occurs within a Lot (including on any balcony or other open space area forming part of a Lot) is promptly and hygienically disposed of.
- 32.4 A Member must ensure that any animal belonging to them must be on a lead at all times, or restrained, or in an appropriate carrier, when on Common Property.





Owners Corporation

Mason Sq – OC 1 PS 738832M

Minutes of the Annual General Meeting held at The Parade Bar – Moonee Valley Racecourse and via Microsoft Teams on Wednesday, 29 March 2023 at 7:15 PM

Lots represented

Lot 1105: Philippe Decrausaz	Lot H1106: Peter Ronne	Lot H516: Antonio Primiterra
Lot 1107: Marianne Tawil	Lot H1518: Mary Worth	Lot H825: Wai Fung
Lot 2108R: Margaret Safron	Lot H1612: Corinto & Laura Febbo	Lot 1206: Linda Browne & Duncan Buist
Lot 2901R: Mitchell & Maria McKay	Lot H1613: Peter Ronne	Lot 2308R: Larry Hayes
Lot 2907R: Rocco Arico	Lot H2002: Adrian & Rosa Gualano	Lot F1805: Mark McAleer
Lot 301R: Shani Duncan	Lot H2004: Mary Smith	Lot 519: Robert Timms
Lot 306R: Antonio Primiterra	Lot H2006: Neville & Barbara Spratling	Lot 2808R: Daniela Murphy
Lot 601R: Kieran Murphy	Lot H205: Josie Demaria	Lot H2207: Daniel Del Rio
Lot 704R: Cheryl Walters	Lot H2107: Christopher Illanes	
Lot H1025: Vincenzo & Francesca Collina		

Proxies

Lot 604: Robert Timms	Lot F1401: Mark McAleer	Lot F320: Joel Flowers
Lot F1002: Victoria Osborne	Lot F1402: Victoria Osborne	Lot F321: Joel Flowers
Lot F1003: Victoria Osborne	Lot F1406: Victoria Osborne	Lot F402: Joel Flowers
Lot F1006: Victoria Osborne	Lot F1407: Victoria Osborne	Lot F405: Joel Flowers
Lot F1007: Victoria Osborne	Lot F1507: Victoria Osborne	Lot F406: Joel Flowers
Lot F1008: Victoria Osborne	Lot F1605: Victoria Osborne	Lot F407: Joel Flowers
Lot F1009: Victoria Osborne	Lot F1607: Victoria Osborne	Lot F408: Joel Flowers
Lot F1012: Victoria Osborne	Lot F1608: Victoria Osborne	Lot F409: Joel Flowers
Lot F102: Joel Flowers	Lot F1707: Victoria Osborne	Lot F410: Joel Flowers
Lot F103: Joel Flowers	Lot F1809: Nicoletta Dimovski	Lot F413: Joel Flowers
Lot F104: Joel Flowers	Lot F1905: Victoria Osborne	Lot F414: Joel Flowers
Lot F106: Joel Flowers	Lot F202: Joel Flowers	Lot F419: Joel Flowers
Lot F107: Joel Flowers	Lot F207: Joel Flowers	Lot F420: Joel Flowers
Lot F108: Joel Flowers	Lot F209: Joel Flowers	Lot F502: Joel Flowers
Lot F109: Joel Flowers	Lot F210: Joel Flowers	Lot F506: Joel Flowers
Lot F1102: Victoria Osborne	Lot F211: Joel Flowers	Lot F507: Joel Flowers
Lot F1103: Victoria Osborne	Lot F213: Robert Timms	Lot F508: Joel Flowers
Lot F1106: Victoria Osborne	Lot F214: Joel Flowers	Lot F509: Joel Flowers
Lot F1107: Victoria Osborne	Lot F215: Joel Flowers	Lot F510: Joel Flowers
Lot F111: Joel Flowers	Lot F220: Joel Flowers	Lot F513: Joel Flowers
Lot F112: Joel Flowers	Lot F221: Joel Flowers	Lot F514: Joel Flowers
Lot F114: Joel Flowers	Lot F305: Joel Flowers	Lot F519: Joel Flowers
Lot F1202: Victoria Osborne	Lot F306: Joel Flowers	Lot F520: Victoria Osborne
Lot F1203: Victoria Osborne	Lot F307: Joel Flowers	Lot F602: Victoria Osborne
Lot F1207: Victoria Osborne	Lot F308: Joel Flowers	Lot F603: Victoria Osborne
Lot F1302: Victoria Osborne	Lot F309: Joel Flowers	Lot F606: Victoria Osborne
Lot F1303: Victoria Osborne	Lot F310: Joel Flowers	Lot F607: Victoria Osborne
Lot F1306: Victoria Osborne	Lot F314: Joel Flowers	Lot F608: Phillip Papa
Lot F1307: Victoria Osborne	Lot F315: Joel Flowers	Lot F609: Victoria Osborne

Lot F610: Victoria Osborne
Lot F703: Victoria Osborne
Lot F705: Victoria Osborne
Lot F706: Victoria Osborne
Lot F707: Victoria Osborne
Lot F709: Victoria Osborne
Lot F710: Victoria Osborne
Lot F803: Victoria Osborne
Lot F805: Victoria Osborne
Lot F806: Victoria Osborne
Lot F807: Victoria Osborne
Lot F808: Victoria Osborne
Lot F809: Victoria Osborne
Lot F903: Victoria Osborne
Lot F906: Victoria Osborne
Lot F907: Victoria Osborne
Lot F908: Victoria Osborne
Lot F909: Victoria Osborne
Lot F910: Victoria Osborne
Lot FG1: Joel Flowers

Lot FG2: Joel Flowers
Lot FG3: Joel Flowers
Lot FG5: Joel Flowers
Lot S108: Belinda Lee
Lot 2803R: Ian Cameron
Lot H1310: Michael Hepburn
Lot 2801R: Ian Cameron

Also in attendance

Tony Overell of SSKB (General Manager)
Stuart Rixon of SSKB (Owners Corporation Manager)
Charlee Hall of SSKB (Assistant Owners Corporation Manager)
Daniel Noonan of SSKB (Owners Corporation Manager)
Jeni Medrano of SSKB (Owners Corporation Manager)
Michael Sayed of Focussed Facility Management (Precinct Manager of Mason Sq)
Srinadh Garlapati of Focussed Facility Management (Building Manager of Mason Sq)

Quorum

In accordance with section 77 of the Owners Corporations Act a quorum hasn't been constituted.
In accordance with Section 78 (1) of the Owners Corporations Act all resolutions passed are interim resolutions, further in accordance with Section 78 (4) interim resolutions become resolutions of the Owners Corporation –

- (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- (b) if notice of a Special General Meeting is given within that 29-day period and the Meeting is held within 28 days after the notice is given, only if confirmed at that Meeting; or
- (c) if notice of a Special General Meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

Note: The effect of Section 78 (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at the meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Unless otherwise stated in these minutes, resolutions were passed unanimously.

Appointment of a Chairperson

Tony Overell was appointed to Chair the Meeting

Motions

1. Confirmation of Minutes of Previous General Meeting

RESOVLED THAT the minutes of the last General Meeting held on 6 April 2022 be confirmed as a true and accurate record of the proceedings of the meeting.

In Favour: 137

Against: 0

Abstain:2

Motion: Carried

ACTION: NIL Reports

2. Owners Corporation Statutory Reports

RESOVLED THAT the following reports as attached to the meeting material be adopted:

- Owners Corporation Manager's Report.
- Committee Report.
- Dispute Resolution Report.

ACTION: SSKB

Financials

3. Adoption of Financial Statements

RESOLVED THAT the Audited Financial Statements for the year ending 30 November 2022 be adopted and confirmed.

ACTION: SSKB

4. Financial Audit

RESOLVED THAT the Owners Corporation undertake a financial audit for the period 1 December 2022 to 30 November 2023 in accordance with s35 of the Owners Corporations Act 2006.

FURTHER RESOLVED THAT the Owners Corporation carry out a tender process and the Committee select an appropriate auditor to carry out the audit on behalf of the Owners Corporation.

Note: A Tier 1 Owners Corporation must have their financial statements audited.

ACTION: SSKB

5. Administrative Fund Budget, Fees, and Instalments

An amendment to the motion was proposed by Christopher Illanes (Lot H2107) and seconded by Marianne Tawil (Lot 1107) to reduce the Proposed Budget and Levies by \$75,000 excluding GST.

The amendment to the motion was not passed with the majority voting against the proposal.

Vote to Amend the Motion:

In Favour: 23

Against: 116

Abstain: 0

Motion: Lost

As the motion to amend the budget failed, the original motion was put to the vote which included an allowance of \$150,000.00 excluding GST to recover prior year budget overspend and an allowance for cash flow to accommodate the current arrears.

RESOLVED, BY MAJORITY, THAT

- The Owners Corporation adopt the Administrative Fund Budget for the period from 01 December 2022 to 30 November 2023 totalling \$1,627,933.45, excluding GST (\$1,790,726.80 including GST).
- The Owners Corporation fees be set in accordance with Section 23 of the Owners Corporation Act 2006 and in accordance with the approved budget and continue until resolved otherwise by the Owners Corporation at a General Meeting.
- Fee notices will be issued quarterly in future.
- There will be two fee notices issued this financial year to make up the balance of the Budget; and
- There will be two advance issues for next financial year issued at the amount listed in the below table

Summary Table

Due Date	\$ (including GST)	Period
01/12/22 (already issued)	\$6.9740	01/12/22-31/05/23
01/06/23	\$8.8574	01/06/23-31/08/23
01/09/23	\$8.8574	01/09/23-31/11/23
Total entitlements: 72,531.9	Total per entitlement: \$24.6888	
01/12/23 (advance issue next financial year)	\$6.1722	01/12/23-29/02/24
01/03/24 (advance issue next financial year)	\$6.1722	01/03/24-31/05/24

Vote: In Favour: 116

Against: 21

Abstain: 2

Motion: Carried

Note: For the benefit of Owners, we have included the GST inclusive amount in the summary tables above as these are the amounts that will be used to calculate fees.

Note: The Committee want it explicitly understood that the resolved Budget is a 79% increase from the previous years Budget and as such Lot Owners Contributions will rise by 79%.

ACTION: SSKB

6. Maintenance Fund Budget, Fees, and Instalments

RESOLVED THAT

- i. The Owners Corporation adopt the Maintenance Fund Budget (as circulated with the meeting material) for the period from 01 December 2022 to 30 November 2023 totalling \$89,641.82, excluding GST (\$98,606.00 including GST).
- ii. Owners Corporation Fees be set in accordance with Section 23 of the Owners Corporation Act 2006 and in accordance with the approved Budget and continue until resolved otherwise by the Owners Corporation at a General Meeting.
- iii. Fee notices will be issued quarterly in future.
- iv. There will be two fee notices issued this financial year to make up the balance of the Budget; and
- v. There will be two advance issues for next financial year issued at the amount listed in the below table

Summary Table

Due Date	\$ (including GST)	Period
01/12/22 (already issued)	\$0.6790	01/12/22-31/05/23
01/06/23	\$0.3403	01/06/23-31/08/23
01/09/23	\$0.3402	01/09/23-31/11/23
Total entitlements: 72,531.9	Total per entitlement: \$1.3595	
01/12/23 (advance issue next financial year)	\$0.3399	01/12/23-29/02/24
01/03/24 (advance issue next financial year)	\$0.3399	01/03/24-31/05/24

Note: The Maintenance Fund fee is calculated based on the Maintenance Plan.

To view your Owners Corporation Maintenance Plan please logon to the Owners Portal under the Reports and Documents menu or access via the SSKB App.

Note: For the benefit of Owners, we have included the GST inclusive amount in the summary tables above as these are the amounts that will be used to calculate fees.

Note: It was suggested at the meeting that the amount budgeted for the Maintenance Fund may not match that on the Maintenance Plan. SSKB are to investigate and provide clarity on the situation at the next Committee meeting.

ACTION: SSKB

7. Penalty Interest

RESOLVED THAT fees and levies not paid within one (1) month of the due date of the notice, will have penalty interest applied from the due date in accordance with section 29 of the Owners Corporation Act 2006 and that the interest rate will be equal to the rate set in accordance with the Penalty Interest Rates Act 1983. The rate is currently 10% per annum.

ACTION: SSKB

8. Recovery of Costs

RESOLVED THAT the Owners Corporation instructs SSKB to take all necessary steps to recover outstanding fees and charges from Lot Owners including sending a reminder notice, final fee notice, a letter of demand and the making of an application to VCAT and or enforcement in the Magistrates Court, and further, that all costs incurred for taking these recovery steps will be charged to the Lot Owner. Note that if these costs are not recovered from the Lot Owner, the costs will be met by the Owners Corporation.

FURTHER RESOLVED THAT the Owners Corporation may recover as a debt due from persons in default or breach, the cost charges and expenses incurred by the Owners Corporation arising out of any default or breach or accidental or negligent misuse by any Lot Owners or Occupier of a Lot, or any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018, or the Rules or an Additional Rule of the Owners Corporations or any breach of Planning Permits.

ACTION: SSKB

Maintenance Plan

9. Maintenance Plan

It was noted that the Owners Corporation has an approved Maintenance Plan Report and is available via the SSKB App or Portal.

Note: Tier 1 Owners Corporations must have a Maintenance Plan.

ACTION: SSKB

10. Maintenance Plan Report

In accordance with s39 of the Owners Corporations Act 2006, a summary of expenditure from the Maintenance Plan is noted in the Financial Statements tabled and discussed earlier in the meeting.

ACTION: SSKB

Property Compliance

11. Essential Safety

Each Lot Owner is advised that they are responsible for the maintenance and reporting on essential service items within their Lot if non-compliant with the appropriate Australian Standards (e.g. smoke detectors, heat detectors).

ACTION: NIL

12. Occupational Health and Safety

The Owners Corporation has an obligation to reduce, or where possible, eliminate risks on the Common Property to not only residents but also contractors who may be working at the property.

In accordance with the Occupational Health & Safety Act 2004 each Lot Owner is responsible to report any Occupational Health & Safety issues immediately to the Owners Corporation Manager for action.

ACTION: NIL

Insurance

13. Insurance

RESOVLED THAT the Owners Corporation:

- i. Ratify the insurance details as per the Insurance Report, renewed on 12 November 2022, following prior Committee consideration,
- ii. Authorises the Owners Corporation Manager to take the necessary action to obtain insurance renewal proposals through the Broker for the Committee's consideration; and
- iii. Acknowledges the disclosures made by SSKB in the Contract of Appointment concerning insurance.

Application of Excess:

Private Property loss: The Owner is responsible for payment of the Insurance Excess.

Common Property loss: The Owners Corporation is responsible for payment of the Insurance Excess.

Note: That the policy does not cover any contents of Lots including internal carpets, light fittings, and window furnishings.

Note: The Owners Corporation Manager reminded Owners that the Excess increased from \$2,500.00 to \$5,000.00 at renewal as a result of the claims history.

ACTION: SSKB

14. Building Insurance Valuation Report

In accordance with section 65 of the Owners Corporation Act 2006, the Owners Corporation is required to obtain a building insurance valuation every five years.

The last valuation was carried out on 19/06/2021.

RESOLVED THAT the Owners Corporation obtain a valuation of the reinstatement and replacement cost of the building(s) and for the insurance sum insured be adjusted in line with the new valuation.

To view your existing Owners Corporation Building Valuation Report please log into the Owners Portal or access via the SSKB App.

ACTION: SSKB

Election of Committee Members

In accordance with section 103 of the Owners Corporation Act 2006, where an Owners Corporation affects 10 or more Lots, it must elect a Committee consisting of at least 3 and no more than 7 members at each Annual General Meeting.

Prior to the vote on the number of Committee members Bob Timms of Lot 519 recommended the following *"The committee of OC1 shall comprise up to 12 members, and nominations shall be called for 2 owners/proxies representing lots from each of the buildings known as Aspen St, Hall St, Focus, and Rise, and one nomination representing Lot S108 (Coral Rise Pty Ltd/Sebel) and another representing the Retail/Commercial Lots, and a further nomination from each of The Trust Company Australia Ltd (representing over 100 lots) and Affordable Rentals Victoria Limited (representing over 50 lots)."*

i. Determine the total number of members elected to the Committee.

Two proposals were put forward to limit the number of Committee to either 7 or 12 members.

Both options were put to a vote and a Poll Vote was requested by Belinda Lee of S108 for this motion and voting was therefore recorded by Lot Entitlement.

The result of the Poll vote is reflected in the table below.

No. of Committee Members	Yes (Lot Ent.)	No (Lot Ent.)	Abstain (Lot Ent.)
7	9757	1206	127
12	1408	9528	154

RESOLVED THAT, in accordance with the voting result in the above table, the total number of members elected to the Committee be limited to 7.

ii. **Elect the named nominees onto the Committee.**

12 members nominated for the 7 available Committee positions.

A Poll Vote was requested by Belinda Lee of Lot S108 for this motion, and votes were therefore recorded by Lot Entitlement.

The result of the Poll vote is reflected in the table below.

Nominee	Yes (Lot Ent.)	No (Lot Ent.)	Abstain (Lot Ent.)
2308R Larry Hayes	10467	469	154
601R Kieran Murphy	10454	587	49
H1310 Michael Hepburn	10322	356	412
F102 Joel Flowers	10110	549	431
F1809 Nicoletta Dimovski	10080	961	49
S108 Belinda Lee	9864	607	619
F1805 Mark McAleer	5754	4784	552
H2207 Daniel Del Rio	5309	5732	49
519 Bob Timms	1878	9100	112
1106 Peter Ronne	1097	9555	438
2808R Daniela Murphy	891	9885	314
1107 Marianne Tawil	792	9882	416

RESOLVED THAT the following 7 named nominees be appointed to the Committee:

- H1310 Michael Hepburn
- F1805 Mark McAleer
- F1809 Nicoletta Dimovski
- F102 Joel Flowers
- S108 Belinda Lee
- 601R Kieran Murphy
- 2308R Larry Hayes

Note: The Committee will elect a Chairperson and Secretary of the Owner Corporation at the first Committee Meeting.

ACTION: SSKB

Grievance Committee

RESOLVED THAT any three members of the Owners Corporation Committee shall form the Grievance Committee to resolve any disputes which may arise.

ACTION: NIL

On-line Invoice Approval Authority

SSKB provides the Owners Corporation the option to appoint a member of the incoming Committee who will manage the approval of invoices through the on-line invoice approval system (referred to as The Hub).

RESOLVED THAT the Owners Corporation Manager be authorised to approve invoices via The Hub until further resolved by the Committee.

ACTION: NIL

Contracts

RESOLVED THAT in accordance with the Owners Corporation Act 2006 (the Act), the Committee fulfil its obligations under section 5 of the Act by conducting a comprehensive review of all expiring contracts during the 2022/2023 Financial Year and ensuring they are tendered in a timely and professional manner acting honestly and in good faith.

ACTION: Committee

General Business

Building Notice Re: Glass Issues Update

During the meeting, it was advised that the building notice issued by the council is set to expire on April 3, 2023. The Committee is collaborating with David Fairweather from Oldham Fairweather Legal to resolve the matter and have the building notice removed. As new information emerges regarding the building notice, SSKB will provide updates to all owners through written correspondence.

In addition, members present at the meeting pointed out that the building notice is only one aspect of the ongoing concerns, with potential issues related to the glass façade also requiring attention. Although L.U. Simon is currently replacing any cracked windows, members suggested that the Committee explore long-term solutions for addressing the problem beyond the builder's defect liability period (10 years from the Occupancy Permit date).

ACTION: SSKB and Committee

Closure

There being no further business to discuss, the Chairperson declared the meeting closed at 9.39pm.

MASON SQ - UNLIMITED - OC 1 P.S. 738832M

ABN 66 515 730 577

STATEMENT

kim Du Cao
20 Newmarket Way
FLEMINGTON VIC 3031

Transfer Date:
14/12/18

Statement Period

01 Dec 21 to 13 Apr 23

A/c No	431	Lot No	H502
Page Number	1 of 1	Unit No	H502

Last Certificate Issued: 27/03/23

Date	Type	Details	Reference	Debit	Credit	Balance
01/12/21	Admin Fund	Brought forward			138.67	-138.67
01/12/21	Maintenance Fund	01/12/21 To 31/05/22	I0000431	126.53		-12.14
22/04/22	Admin Fund	01/12/21 To 31/05/22	I0001702	12.14		0.00
22/04/22	Maintenance Fund	01/06/22 To 30/11/22	I0002973	375.59		375.59
30/05/22	Receipt	01/06/22 To 30/11/22	I0004244	36.79		412.38
30/05/22	Receipt	Admin Fund	R0001976		375.59	36.79
30/05/22	Receipt	Maintenance Fund	RA001976		36.79	0.00
17/10/22	Admin Fund	01/12/22 To 31/05/23	I0005515	251.06		251.06
17/10/22	Maintenance Fund	01/12/22 To 31/05/23	I0006786	24.44		275.50
31/12/22	Overdue Interest Jnl	Interest To 31/12/22	J0028888	2.34		277.84
03/01/23	Receipt	Admin Fund	R0003672		251.06	26.78
03/01/23	Receipt	Maintenance Fund	RA003672		24.44	2.34
				\$828.89	\$826.55	\$2.34

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$2.34	
2.34	0.00	0.00	0.00	0.00	Date Paid	Amount Paid



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PAYMENT SYSTEMS



Pay over the Internet from your pre-registered bank account or **credit card. Go to www.deft.com.au
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Contact your participating financial institution to make this payment from your cheque or savings account.



Pay by mailing this payment slip with your cheque to:
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MELBOURNE VIC 3001



Post Billpay Pay in-store at Australia Post by cheque or EFTPOS

SSKB (VICTORIA) PTY LTD

DEFT Reference Number: 281126037 1000 0004 319

Billers Code: 96503

Ref: 281126037 1000 0004 319

Account The Owners
MASON SQUARE OC 1
B.C.S.P. 738832M

Lot No. H502
Owner Kim Du Cao

All cheques must be made payable to:
The Owners Mason Square Oc 1
B.C.S.P. 738832M

TOTAL AMOUNT DUE
DUE DATE

\$2.34



MASON SQ - UNLIMITED - OC 1 P.S. 738832M

[illegible]

Rate and Valuation Notice

Rates and charges period 1 July 2022 - 30 June 2023

9 Kellaway Avenue, Moonee Ponds, Victoria 3039
Phone: 9243 8888 | Email: council@mvcc.vic.gov.au
Website: mvcc.vic.gov.au | ABN: 54 651 216 324



Kim Du Cao
20 Newmarket Way
FLEMINGTON VIC 3031

023
R0_1070310

Date of issue: **19 Aug 2022**

Property Location: 502/40 Hall Street, MOONEE PONDS VIC 3039

AVPCC: 120 - Residential

Arrears outstanding

\$0.00

Due immediately

Instalment amount

\$237.50

Due by 30 September 2022

Assessment number

289872 4

Level of Value	Valuation Date	Site Value	Capital Improved Value	Net Annual Value
1 January 2022	1 July 2022	\$30,000	\$380,000	\$19,000

Details of rates and charges

Gen Residential Rate	$0.00170746 \times \$380,000$	\$648.85
Municipal Charge		\$156.50
Fire Service Property Levy - Residential	$\$117 + (0.000053 \times \$380,000)$	\$137.15

Payments made after 10 August 2022 will not appear on this notice.

TOTAL DUE: \$942.50

Instalment 2
\$235.00
Due 30 Nov 2022

Instalment 3
\$235.00
Due 28 Feb 2023

Instalment 4
\$235.00
Due 31 May 2023



Scan to receive your notice via email
or visit mooneevalley.enotices.com.au/signup



Ref No: F8386950EP



Billor Code: 0345
Ref: 289 8724



Billor Code: 93658
Ref: 2898724

Pay **in-store** at Australia Post, by **phone** on 13 18 16 or
online at auspost.com.au/postbillpay

BPAY® This payment via internet or phone banking

Payment advice
\$237.50

Name: Kim Du Cao



Full Payment *345 2898724



Instalment *345 2898724

Property: 502/40 Hall Street, MOONEE PONDS VIC 3039

Assessment number: 289872 4



MISS K D CAO
20 NEWMARKET WAY
FLEMINGTON VIC 3031

My account number is

1253 9607 4116

Invoice No. T619450933

Service Address Ap 502/40 Hall Street Moonee Ponds
Lot H502 Plan 738832

Issue Date 9 Dec 2022

Water Faults & Emergencies (24 hours) 13 44 99

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

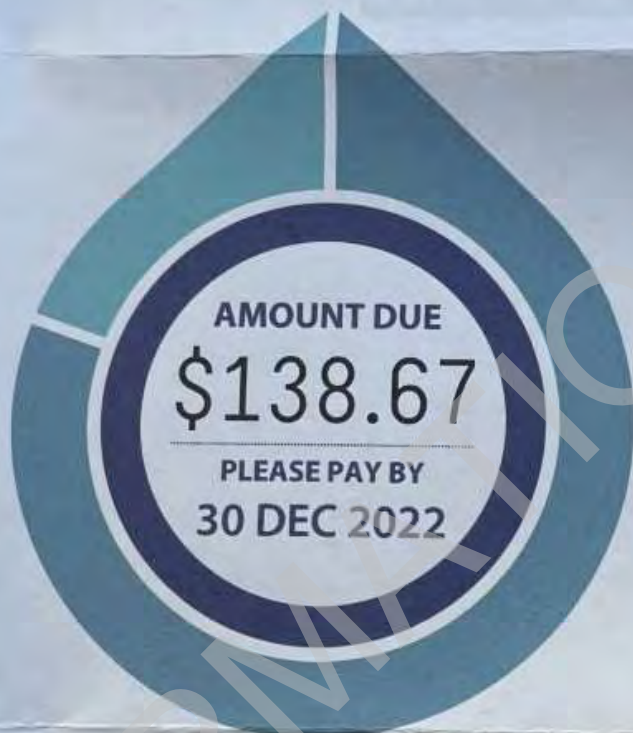
Interpreter Service (03) 9313 8989

General Mail Locked Bag 350, Sunshine Vic 3020

Greater Western Water

ABN 70 066 902 467

gww.com.au



Account summary

PREVIOUS BILL	\$220.27
RECEIVED	\$220.27
BALANCE	\$0.00
NETWORK CHARGES	\$111.25
OTHER CHARGES	\$27.42
PLEASE PAY	\$138.67

Page 1 of 4

F D 032413-0391/00012-1-000001-R ADDITION

09/12/2022 14:05:00 SPT 2413/00012/000001

Every refill reduces
plastic waste

Be a refiller, not a landfiller.
choosetap.com.au



PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 27 March 2023 03:11 AM

PROPERTY DETAILS

Address: **502/40 HALL STREET MOONEE PONDS 3039**

Lot and Plan Number: **Lot H502 PS738832**

Standard Parcel Identifier (SPI): **H502\PS738832**

Local Government Area (Council): **MOONEE VALLEY**

Council Property Number: **247165**

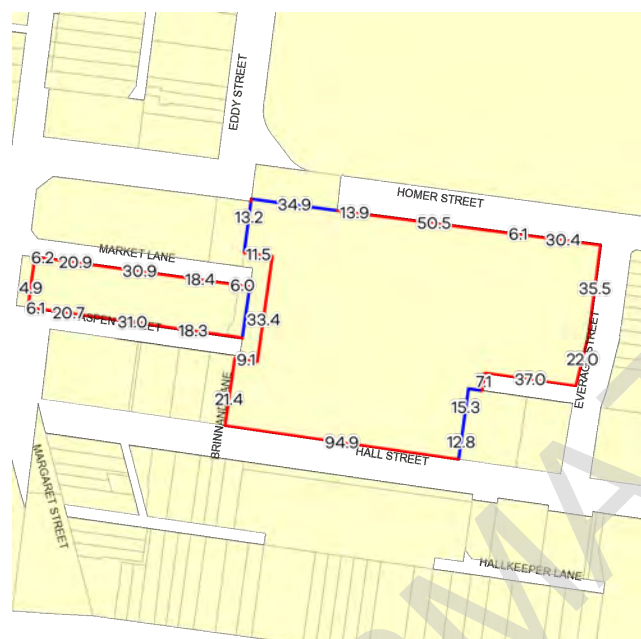
Directory Reference: **Melway 84A C3**

www.mvcc.vic.gov.au

Note: There are 1272 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: 12749 sq. m (1.27 ha)

Perimeter: 700 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.

14 overlapping dimension labels are 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: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **ESSENDON**

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 be 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>

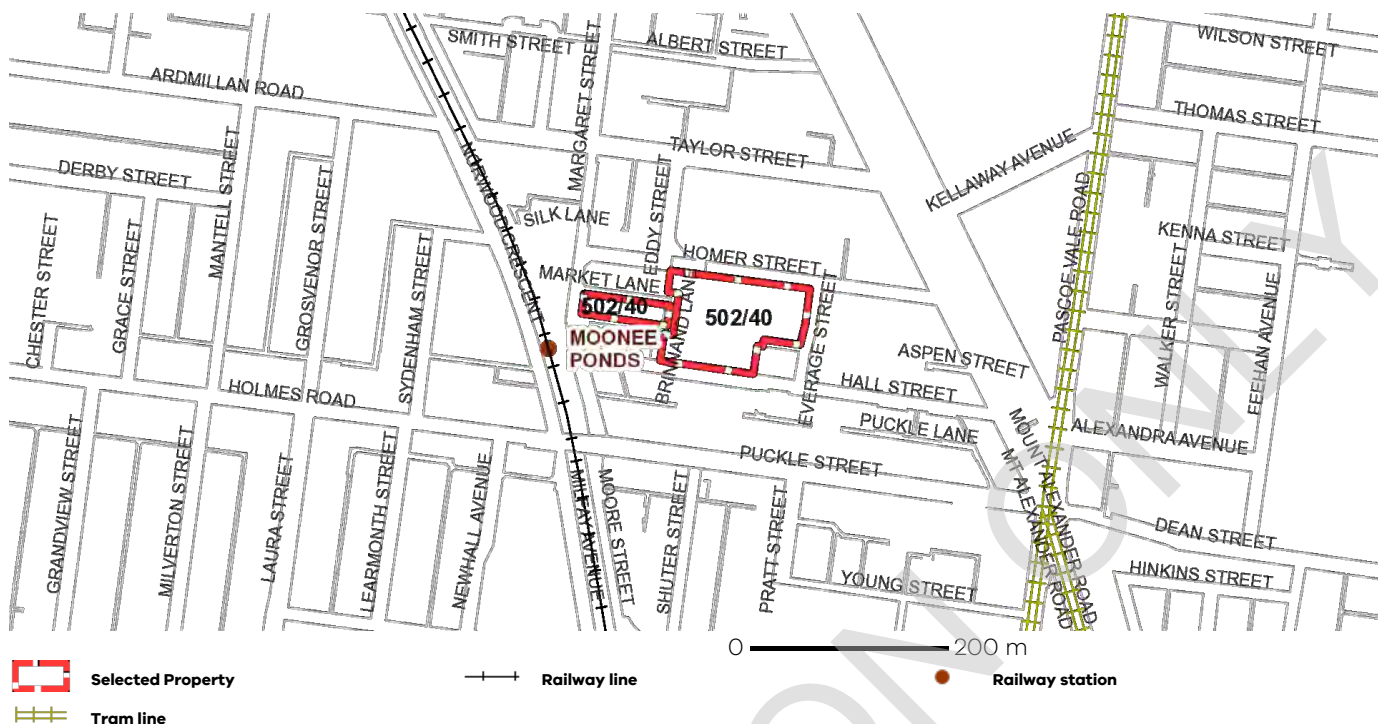
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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

PROPERTY REPORT: 502/40 HALL STREET MOONEE PONDS 3039

Page 1 of 2

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 27 March 2023 03:11 AM

PROPERTY DETAILS

Address: **502/40 HALL STREET MOONEE PONDS 3039**
Lot and Plan Number: **Lot H502 PS738832**
Standard Parcel Identifier (SPI): **H502\PS738832**
Local Government Area (Council): **MOONEE VALLEY**
Council Property Number: **247165**
Planning Scheme: **Moonee Valley**
Directory Reference: **Melway 84A C3**

www.mvcc.vic.gov.au

[Planning Scheme - Moonee Valley](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **ESSENDON**

OTHER

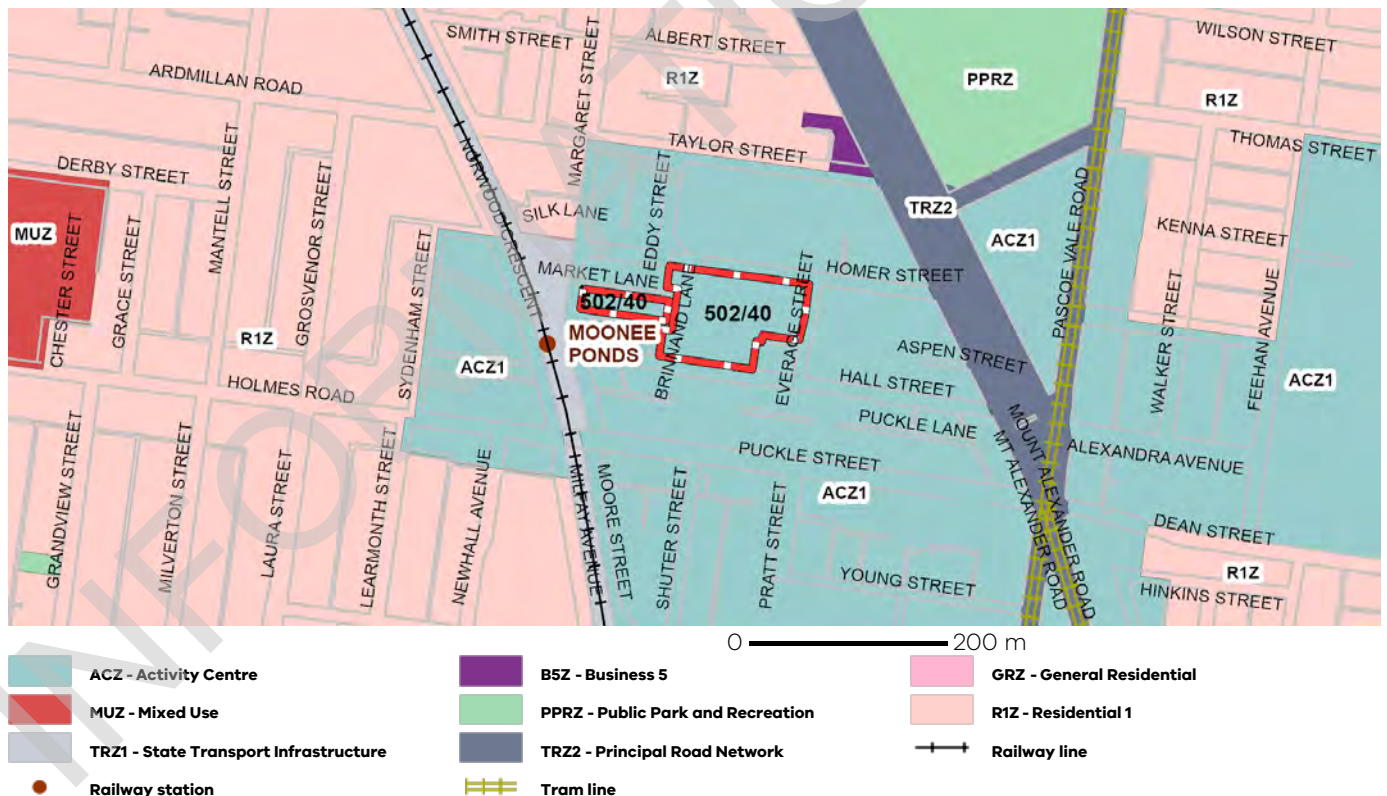
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

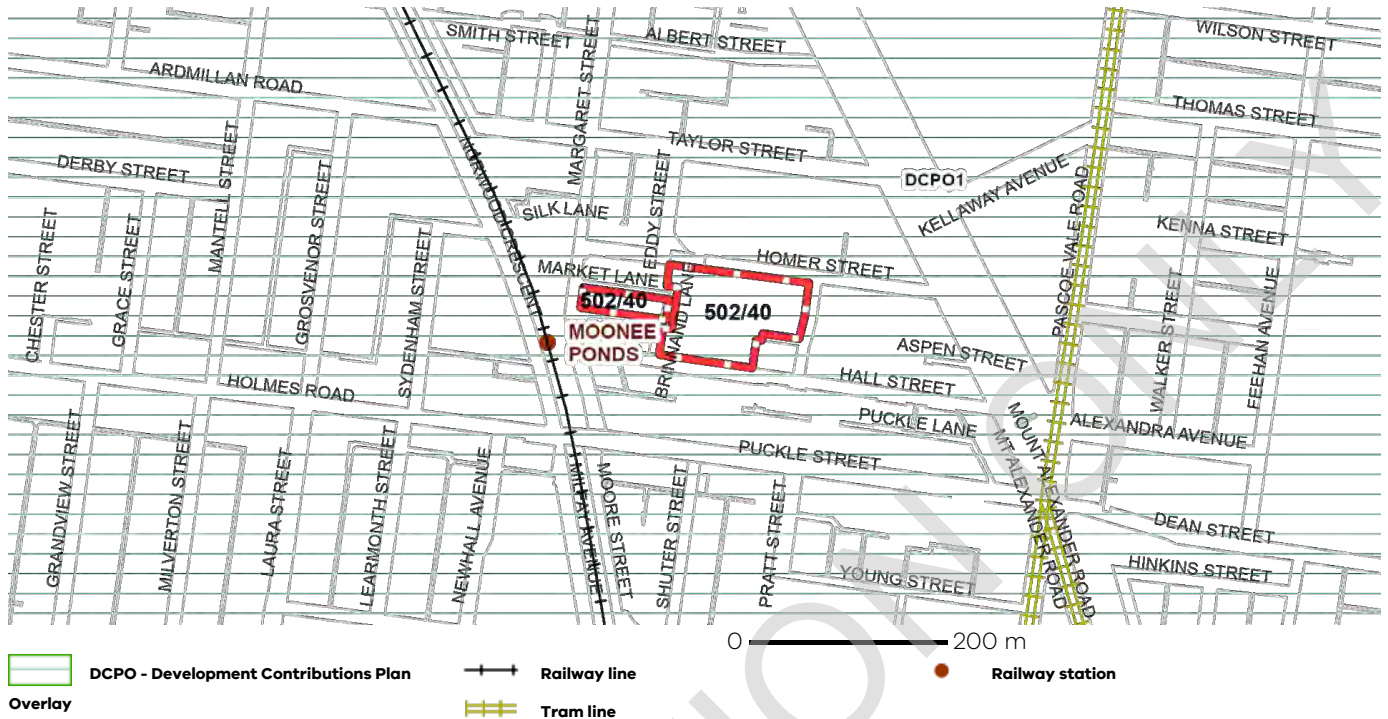
PLANNING PROPERTY REPORT: 502/40 HALL STREET MOONEE PONDS 3039

Page 1 of 4

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

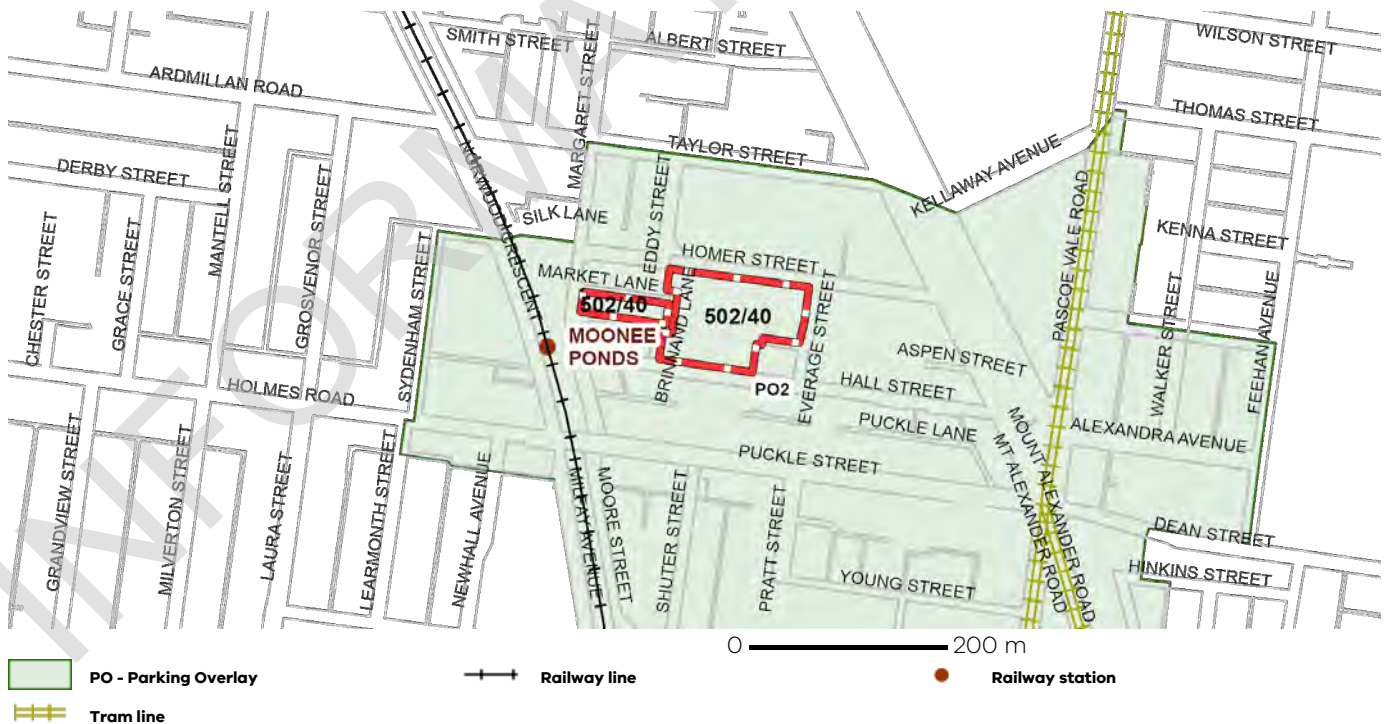
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



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

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 2 SCHEDULE (PO2)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

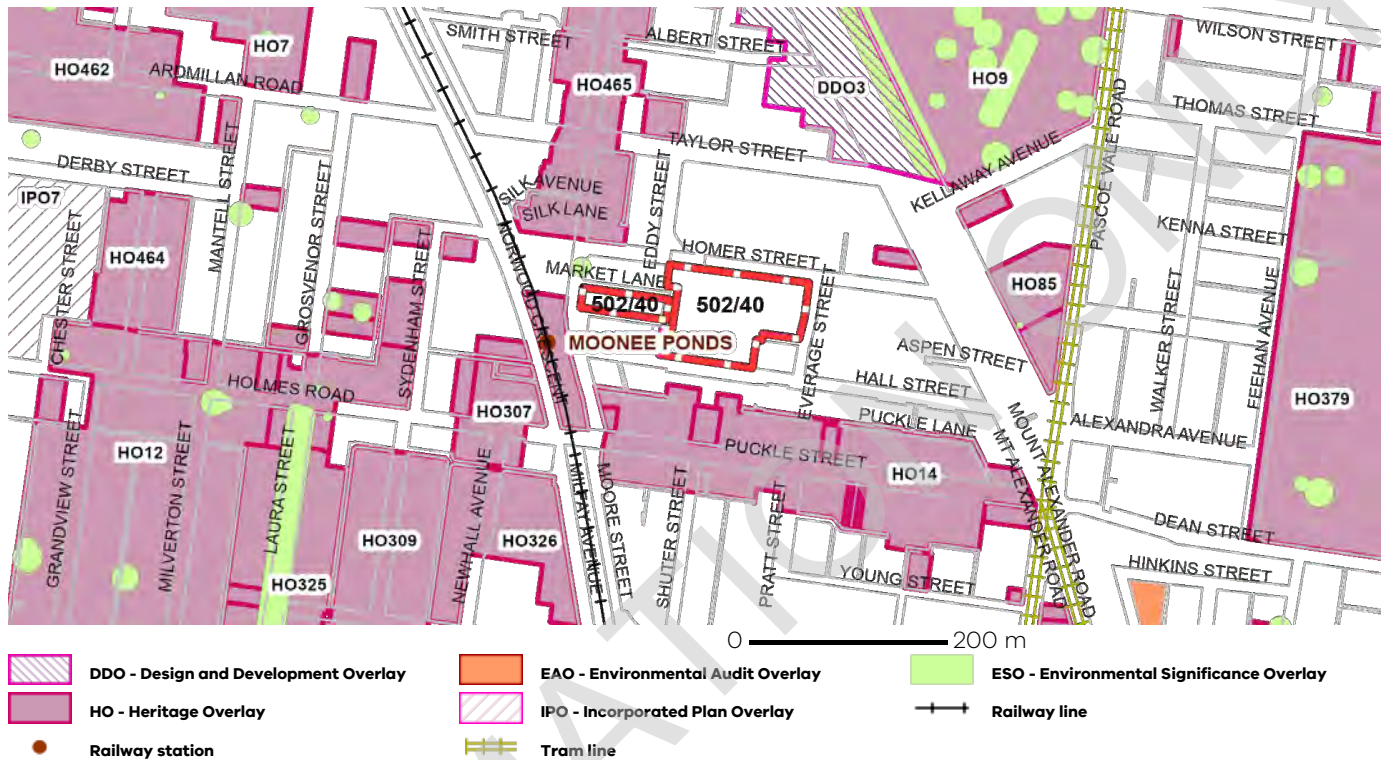
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)



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

Further Planning Information

Planning scheme data last updated on 23 March 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 affect the land.

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

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

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

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

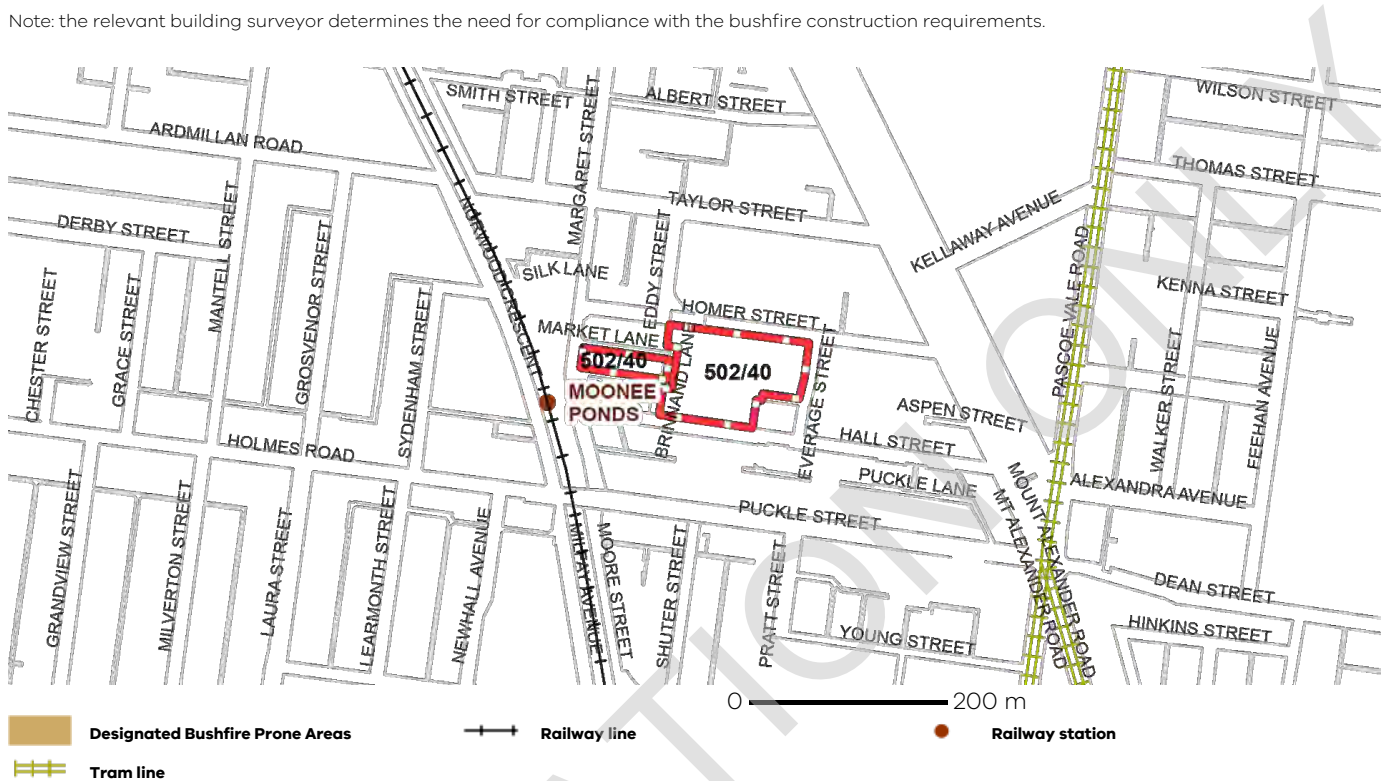
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Residential rental agreement no more than 5 years



Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to Renters Guide for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

PART A - Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

Item 1	Date of Agreement	25/05/2022
Item 2	Premises let by the rental provider	H502/40 HALL STREET, Moonee Ponds VIC 3039
Item 3	Rental provider details Full name(s) or Company Name ACN (if applicable) Rental provider's agent's details Full Name Address Phone number ACN (if applicable) Email address	Kim Du Cao Community Sales Pty Limited t/as Barry Plant Moonee Valley 877 Mount Alexander Road, Essendon VIC 3040 03 9373 0000 93247737344 keiloreast@barryplant.com.au
Item 4	Renter details Full name of renter 1 Current address Phone number Email address for service of documents	Lachlan Price
Item 5	Length of the agreement Start Date End Date	12 Months Fixed term 23/07/2022 (this is the date the agreement starts and you may move in) 22/07/2023
Item 6	Rent 1	The Rent is \$1391.00 per calendar month and payable calendar monthly in advance commencing on 23/07/2022
Item 7	Bond \$1348.00 paid to the RTBA at the commencement of your tenancy	

- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Part B - Standard terms

Item 8 Rental Provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

- DEFT - Please use your DEFT Payment Reference No.
- Via Direct Debit, DEFT/rent card payment system, BPay (DEFT and BPay CRN: 39703814)

Item 9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- ☒ Yes - insert email address, mobile phone number or other electronic contact details Email : mstellini@barryplant.com.au
Phone: 03 9373 0000

9.2 Does the renter agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Renter to tick as appropriate)

- Renter 1 ☒ Yes - insert email address, mobile phone number or other electronic contact details

Item 10 Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below

Electrical Tradie	Asset Property Maintenance	0418105411
Plumbing Tradie	Asset Property Maintenance	0418105411
Other Tradie	Asset Property Maintenance	0418105411

Item 11 Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

Item 12 Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☐ No ☒ Yes There is no Owner's Corporation/Body Corporate document available for the property. Upload and try again.

Item 13 Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

Rental provider to tick as appropriate)

☒ The condition report has been provided

Part C - Safety-related activities

Item 14 Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

Item 15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- a. The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- b. If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

Item 16 Smoke alarm safety activities

- a. The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - iii. the batteries in each smoke alarm are replaced as required.
- b. The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- c. The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - i. Information on how each smoke alarm in the rented premises operates; and
 - ii. Information on how to test each smoke alarm in the rented premises; and
 - iii. Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- d. The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

Item 17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- a. The rental provider must ensure that the pool barrier is maintained in good repair.
- b. The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- c. The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- d. The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

Item 18 Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- a. The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- b. The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

Item 19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- a. If the rented premises is in a designated bushfire-prone area under section 192A of the Regulations made under **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- b. The water tank must be full and clean at the commencement of the agreement.

Rental Standards

1.	Are there deadlocks to all Entry doors?	Yes
A	If no, could one be fitted?	No
B	Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?	Yes
2.	Is a vermin-proof rubbish bin supplied?	Yes
A	Is a vermin-proof recycle bin supplied?	Yes
B	Are the supplied bins provided by or are compatible with local council collection?	Yes
3.	Are the toilets connected to an appropriate sewerage or wastewater treatment system?	Yes
A	Are the toilets situated in a suitable housing/room?	Yes
4.	Is there a washbasin, shower or bath with hot and cold water?	Yes
A	Is there a 3 Star rated showerhead fitted?	Yes
5.	Is there a dedicated area for cooking and food preparation?	Yes
A	Is the sink in good working order and is connected to hot and cold water?	Yes
B	Is the cooktop in good working order and has 2 or more burners?	Yes

C Is the oven is in good working order - if fitted? Yes

6. Are laundry facilities present in the rented premises? Yes

A Are the laundry facilities connected to a reasonable supply of hot and cold water? Yes

7. Is there any visual evidence that the property may be structurally unsound or not weatherproof? No

8. Is there any visual evidence of mould or damp caused by or related to the building structure? No

9. Does the property have a safety switch / RCD? Yes

10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy? Yes

A Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy? Yes

11. Can all external windows in the rented premises that are capable of opening able to be set in a closed or open position? Yes

A Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry? Yes

12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms? Yes

13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation? Yes

14. Is there a working heater in the main living area of the premises? Yes

Property Disclosure

1. There is a proposal to sell the rented premises AND I/we have engaged an agent to sell the rented premises OR have prepared a contract of sale No

-
2. Is a mortgagee taking action for possession of the rented premises and has commenced a proceeding to enforce a mortgage over the rented premises. No
-
3. I/We are the owner/s of the renter premises. Yes
-
4. Is the rented premises supplied with electricity from an embedded electricity network?* No
*An embedded electricity network is where a privately owned and managed network supplies power to all the properties in a single building or development.
-
5. Has the premises been the location of a homicide or drug trafficking/manufacture in the last 5 years? No
-
6. Does the premises comply with the rental minimum standards? Yes
-
7. Has the Residential Rental Provider received a repair notice, in the last 3 years, relation to mould or damp in the premises? No
-
8. Is there Gas connected at the premises? Yes
Date of the most recent Gas Safety check: 20/09/2021
-
9. Date of the most recent Electrical Safety check: 20/09/2021
A Are there any outstanding recommendations for work for the Electrical Safety check? No
-
10. Date of Recent Pool Barrier Compliance check for relocatable pool/spa: Unsure of Date
A Are there any outstanding recommendations for word for the Pool Barrier? No
-
11. Date of the most recent Smoke Alarm testing in the last 12 months: 30/03/2022
A Are there any outstanding recommendations for work for the Smoke Alarms? No
-
12. Is the premises located in a designated bushfire prone area under section 192A of the Building Act 1993? No
-
13. Is the rented premises a registered place (heritage listed)? No
-
14. Is the premises known to have Friable and Non-Friable Asbestos based on an inspection by a suitably qualified person? No
-
15. Has a Building or Planning Application been lodged for the premises? No
-
16. Is the rented premises or common property the subject of any notice, order, declaration, report, or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of this disclosure? No
-
17. Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the rented premises? No

18. Is the rented premises subject to an owner's corporation (formally known as body corporate)? Yes

A Is there is a current dispute under Part 10 of the Owners Corporations Act 2006* No which applies to or affects the rented premises?

*Part 10 of the Owners Corporation Act 2006 describes the handling of disputes.

19. Is there a relocatable swimming pool/spa erected at the premises or is intended to be erected? No

A If YES, does the relocatable swimming pool/spa have a safety barrier that is maintained in good repair? No

20. Is there any items (appliance/equipment/fixture/fitting) &/or area (part of the rented premises) that is to be excluded and is to be disclosed to the renter that this item or area is therefore not included in the agreement? No

Part D - Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The Renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The Renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

Modifications

The Renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs - both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.00 INCL GST.

The agent Barry Plant Moonee Valley can authorise urgent repairs, on behalf of the Residential Rental Provider, on, during or before the day of occupation, up to the amount of \$2500.00 INC GST.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500.00 INCL GST; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

Assignment or sub-letting

The Renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

PART E - Additional terms

Item 21 Further details (if any)

Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

- a. The Renter hereby acknowledges that the premises primary use is for residential purposes. The premises must not be used for purposes other than for residential purposes without the written consent of the Residential Rental Provider.
- b. The Renter agrees that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes. The entire premises has been leased for the exclusive residential possession of the Renter/s named in this Agreement, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Residential Rental Provider's written permission. Renters are strictly prohibited to enter into a licence agreement with any other party, or allow short or long term guests to reside in the premises, including, but not limited to companies such as Airbnb, Roomorama and Couchsurfing.
- c. The Renter acknowledges that the Residential Rental Providers insurance policies will not provide insurance cover for any of the Renters possessions.
- d. The Renter shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil, internet and telephone connections where the rented premises is separately metered for these services. Furthermore, it is the Renter's responsibility to arrange meter readings to be taken when they enter into occupation of the premises and again when they vacate the premises. Failure to do so may result in charges for dates outside of their Rental period.
- e. The Renter agrees to observe and be bound by the Rules of the Owners Corporation Regulations. (if applicable)
- f. Renters may not throw, place, drop, or allow to fall any article or substance from or out of the rented premises and shall not place any article or substance on any sill, balcony, terrace, or ledge or other similar part of the rented premises.
- g. Renters may not permit an excess number of people and objects on a deck or balcony, which is likely to exceed the load that the deck or balcony was designed to hold. The balcony and decking areas must be kept in a reasonably clean manner at all times.
- h. A Renter must not keep a pet without the Rental Provider consent. The rental provider may apply to VCAT for an order to exclude the pet from the property. If VCAT makes an order to refuse or exclude a pet from the property and the renter does not comply with the order within 14 days after it takes effect, then the rental provider may give a 28-day notice to vacate the premises.
- i. The Renter must not tamper with, cover or remove safety related appliances at any time. If the Renter becomes aware that

that any safety related appliances is a not in proper working order, the Renter is required to notify the Agent immediately.

j. The Renter shall at the Renters expense replace all consumable items such as lighting tubes, globes and down-lights to the premises which become defective during the term of the Rental.

k. The Renter shall not hang out any clothes outside the premises other than where provision for the hanging clothes has been provided.

l. The Renter acknowledges that the exterior of the premises must be kept in a reasonably clean condition. This includes patio, garden areas and any nature strip, which requires regular mowing and edging of lawns, weeding of garden beds, cleaning and removal of clippings and leaves, and adequate watering of all plants and grass areas.

m. The Renter hereby acknowledges and agrees to keep unobstructed and regularly clean accessible filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split system air conditioner filters and range hood filters. Such items must be kept in a reasonably clean condition to avoid clogging and building up grime and/or dust, and to avoid potential fire hazards.

n. The Renter shall suitably ventilate the premises to avoid the presence and/or build-up of mould and condensation. Any mould should be cleaned and treated with an appropriate cleaning agents, and the renter must immediately advise the Agent.

o. The Residential Rental Provider acknowledges the Renters right to change the locks on the premises providing a duplicate is supplied to the Agent. The Renter has the right to change the alarm code on the premises providing the Agent is immediately advised of the new alarm code.

p. The Renter is responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mislaid or lost. The Agent does not guarantee that spare keys for the property are available. Misplaced or lost keys may require a locksmith to assist Renters back into their rental property at the Renters cost.

q. The Renter understands and accepts the Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs/video of the property may be taken to provide the owner with a visual record of the property as required.

r. The Renter hereby acknowledges that the rental provider has requested that the interior of the premises is strictly non-smoking. The Renter will be held responsible for resultant smoke damage to the premises.

s. The Renter hereby acknowledges that the Agent will provide phone and email contact details to maintenance contractors and suppliers throughout the Rental period to facilitate access to the property and to enable the Residential Rental Provider to carry out their duties under The Act.

t. If the Renter wishes to vacate the premises on or after the expiration of this Agreement, the Renter shall give the Residential Rental Provider Agent written notice of the Renters intention to vacate 28 days prior.

u. The Renter must not use bond as rent. The Renter acknowledges that they may be liable to a penalty of 60 penalty units eg.\$165.22 per unit as at 1/7/20 to 31/6/21, being \$9913.20

v. If the Renter wishes to vacate the property prior to the expiration of the Fixed Term of this agreement, lease break fees will be applied on a basis that is proportionate to the actual costs of securing a new renter: It is further agreed that the Bond will be held by the RTBA until such time as the premises has been re-let, these costs are paid by the Renter, the Renter agrees to deduct these costs from the Bond or following an application to VCAT.

The renter will be required to pay the following lease break fees:

- Rent until a suitable replacement renter commences or the expiration of the lease, and;
- Advertising & board costs associated with the re-letting, calculated on a pro-rata basis based on the balance of the lease term (inc GST), and;
- Letting fees, calculated on a pro rata basis based on the balance of the lease term (inc GST) and; and; Costs relating to database verification on applicants, and;
- Costs to maintain lawns, gardens and any other services required to keep the property in a reasonably clean condition.

URGENT AND NON-URGENT REPAIRS INFORMATION

Urgent Repairs:

Residential Tenancies Act 1997 - Section 66 3(b) - Residential Rental Provider must give certain information:

- (i) Barry Plant Moonee Valley are able to authorise urgent repairs: YES
- (ii) The maximum amount for repairs which the agent can authorise is: \$1800 (as per authority)
- (iii) Barry Plant Moonee Valley telephone number for urgent repairs is: (03) 0409418732 (8:30am - 5:30pm) or (03) 9319 1700

Under the Residential Tenancies Act 1997, "urgent repairs" means any work necessary to repair or remedy -

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or
- (h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by a Residential Rental Provider in rented premises; or
- (i) a failure or breakdown of the gas, electricity or water supply to rented premises; or
- (j) an appliance, fitting or fixture provided by a Residential Rental Provider, that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or
- (k) any fault or damage that makes rented premises, unsafe or insecure; or
- (l) a serious fault in a lift or staircase; or
- (m) any damage of a prescribed class;

After Hours Repairs:

If you are unable to reach us to organise an urgent repair, you can contact our contractor below for assistance. .

Asset Property Maintenance 0418 105 411

For assistance with water faults and other emergencies, please see below.

Water Faults

South East Water - 132 812

City West Water - 132 642

Yarra Valley Water - 132 762

Faults and Emergencies

SES - 132 500

Citi Power - 131 28

Police Fire - 000

Non Urgent Repairs:

Under the Residential Tenancies Act 1997, a non-urgent repair is any repair that falls outside the definition of an urgent repair.

Contact our office for Maintenance requests. Maintenance requests can also be submitted via our website, www.barryplant.com.au/essendon by email keioloireast@barryplant.com.au or fax (03) 9319 1788.

As per Consumer Affairs Guidelines: All repairs are the landlord's responsibility, but if the tenant or resident caused the damage, the landlord can ask them to pay for repairs. Set procedures must be followed when dealing with urgent or non-urgent repairs. Tenants must continue paying rent whilst they are waiting for repairs to be done.

ELECTRONIC COMMUNICATIONS DELIVERY POLICY - DISCLOSURE AND CONSENT FORM

This policy describes how Barry Plant Moonee Valley delivers communications to you electronically.

Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999

I/We **Lachlan Price** agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that Barry Plant Moonee Valley provide in connection with you and your use of our Real Estate/Property Management services.

Communications include:

- Rental agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- Rent arrears notifications;
- Confirmation of maintenance works;
- All Notices & Notices to Vacate;
- Notices of Entry, confirmation of inspections;
- Copies of Notices and documents
- Any other information that is required to be communicated.

We will provide these communications to you by emailing them to you at the primary email address listed in your tenancy application; as per this rental agreement to **lachlan_thomas_98@yahoo.com.au**, or any alternate email address that you have provide to our office in writing. SMS notifications may also be sent to you using the mobile phone number listed on your tenancy application.

Updating your contact information

It is your responsibility to keep your primary email address up to date so that can communicate with you electronically. You may choose to provide an alternate email address to our office. You understand and agree that if Barry Plant Moonee Valley sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Barry Plant Moonee Valley will be deemed to have served the communication to you.

How to withdraw your consent

You may withdraw your consent to receive communications electronically by writing to us 877 Mount Alexander Road, Essendon VIC or by contacting us via the "Contact Us" link on our website.

Signatures

This agreement is made under the Residential Tenancies Act 1997.

Before signing you must read Part D - Rights and obligations in this form.

Signature of rental provider/agent

Name/trading name

Community Sales Pty Limited t/as Barry Plant Moonee Valley

Signature



Date

25/05/2022

✓ I/We the Renter/s have read and understood this agreement, and I/We accept and agree to all of its Terms and Conditions. Furthermore, I/We the Renter/s confirm I/We have been provided the Statement of Information, the Information Disclosure statement and the details of the Minimum Rental Standards for the premises on 25/05/2022 02:49 PM.

Signature of renter 1

Name/trading name

Lachlan Price

Signature



Date

25/05/2022