



Date:

2026

# **Contract of Sale of Real Estate**

**Unit 216, 233 Collins Street Melbourne VIC 3000**

Beepee Property Pty Ltd

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

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**                      **Unit 216, 233 Collins Street Melbourne VIC 3000**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## **SIGNING OF THIS CONTRACT**

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as 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 /...../2026

**Print name(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)

**SIGNED BY THE VENDOR:** .....

.....on /...../2026

**Print name(s) of person(s) signing:**

State nature of authority, if applicable:      Director of Beepee Property Pty Ltd

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

<b>IMPORTANT NOTICE TO PURCHASERS</b>	
<b>Cooling-off period</b> (Section 31 of the <i>Sale of Land Act 1962</i> )	<b>EXCEPTIONS:</b> The 3-day cooling-off period does not apply if:
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 bought the property at or within 3 clear business days <b>before or after</b> a publicly advertised auction;
You must either give the vendor or the vendor's agent <b>written</b> 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.	• the property is used primarily for industrial or commercial purposes; or
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.	• the property is more than 20 hectares in size and is used primarily for farming; or
	• you and the vendor have 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.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

### Particulars of sale

#### Vendor's estate agent

#### Xynergy Realty – Agent: Milka Surja

158 Drummond Street Oakleigh VIC 3166

Email: pm4.oa@xynergy.com.au

Tel: 03 9017 5881

Fax:

Mob:

#### Vendor

#### Beepee Property Pty Ltd ACN 166 397 486

#### Vendor's legal practitioner or conveyancer

##### SLF Lawyers

Level 11, 140 William Street Melbourne VIC 3000

Email: [jwolfe@slflawyers.com.au](mailto:jwolfe@slflawyers.com.au) / [wlim@slflawyers.com.au](mailto:wlim@slflawyers.com.au)

Tel: (03) 9600 2450

Fax: 03 9600 2431

Ref: 2600787

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot		on plan	
Volume	11472	Folio	323	216	PS339927A

OR

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

The land includes all improvements and fixtures.



# Special Conditions

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

- each special condition is numbered;
  - the parties initial each page containing special conditions;
  - a line is drawn through any blank space remaining on this page; and
  - attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)
- 

## Special Conditions:

### 1. Acceptance of title

General condition 12.4 is added as follows:

"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."

### 2. Foreign resident capital gains withholding

- (a) Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("**TAA**") have the same meaning this special condition unless the context requires otherwise.
- (b) Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the TAA. The specified period in the clearance certificate must include the actual date of settlement.
- (c) This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the TAA ("**the Amount**") because one or more of the vendors is a foreign resident, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the TAA.
- (d) 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.
- (e) The purchaser must:
  - (i) engage a legal practitioner or conveyancer ("**Representative**") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (ii) ensure that the representative does so.
- (f) 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:
  - (i) pay, or ensure payment of, the Amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (ii) promptly provide the vendor with proof of payment; and
  - (iii) otherwise comply, or ensure compliance with, this special condition;despite
  - (iv) any contrary instructions, other than from both the purchaser and the vendor; and
  - (v) any other provision in this contract to the contrary.
- (g) The Representative is taken to have complied with the obligations in this special condition if:
  - (i) the settlement is conducted through the electronic conveyancing system operated

by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

- (ii) the Amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- (h) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the TAA must be given to the purchaser at least 5 business days before the due date for settlement.
- (i) 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 TAA. 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.
- (j) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

### 3. Electronic Conveyancing

- (a) Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- (c) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (d) Each party must:
  - (i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (ii) 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
  - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (e) The vendor must open the Electronic Workplace ("**Workspace**").
- (f) Settlement occurs when the Workspace records that:
  - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (ii) 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.
- (g) The parties must do everything reasonably necessary to effect settlement:
  - (i) electronically on the next business day; or
  - (ii) 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 2.6 has not occurred by 5.00 pm, or 5.30 pm if the nominated time for settlement is after 5.00 pm.
- (h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- (i) The vendor must before settlement:

- (i) deliver any keys, security devices and codes ("**Keys**") to the estate agent named in the contract;
- (ii) 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;
- (iii) 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
- (iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such Keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

#### **4. Auction**

- (a) This property is offered for sale by Auction, subject to the vendor's reserve price.
- (b) The rules for the conduct of the Auction are set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014.
- (c) The purchaser must pay the deposit at the time the property is knocked down. If the purchaser has not paid the deposit and signed the Contract within 15 minutes of the property being knocked down, the vendor or the auctioneer may sell the property to another person upon whatever terms the vendor thinks fit.
- (d) 3.4 Further to General Condition 25, compensation for any foreseeable loss as result of the purchaser's breach will include the following:
  - (i) expenses of the vendor on a full indemnity basis and any interest and/or penalties of any kind incurred by the vendor including any in relation to any mortgage or charge lodged or registered on title;
  - (ii) the professional fees and disbursements on a full indemnity basis incurred by the vendor with any Australian legal practitioner.

#### **5. Guarantee**

If the purchaser is or includes a company, the purchaser must submit a guarantee in the form attached to this contract completed and executed by at least two directors of the purchaser (or if the purchaser consists of more than one company, by at least two directors of each company) or where the company has sole director by that sole director to the vendor's satisfaction.

#### **6. Purchaser's Warranties on Power**

If the purchaser entering into this contract is a company or an incorporated person, the purchaser warrants, undertakes and represents to the vendor as an inducement to the vendor to enter into this contract and as a condition of this contract that:

- (a) the execution and delivery of this contract has been authorised duly and validly by all necessary corporate action on behalf of the purchaser;
- (b) the purchaser is a legal entity which has full corporate power and lawful authority to execute and deliver this contract and to perform or cause to perform its obligations;
- (c) this contract will constitute a legal, valid and binding obligation of the purchaser enforceable in accordance with its terms by appropriate legal remedies; and
- (d) this contract does not conflict with or constitute or result in a breach of or default under any provision of the purchaser's Memorandum and Articles of Association or other constitutional documents of the purchaser or whatever legal status the purchaser has under any material term or provision of any agreement or any deed or any writ, order or injunction, law, rule or regulation to which the purchaser is party or is subject or by which the purchaser is bound.

## 7. Purchaser as Trustee

If the purchaser enters into this contract as a trustee of any trust ("Trust"), the purchaser:

- (a) warrants to the vendor that:
  - (i) the Trust is created validly and is in existence;
  - (ii) the purchaser is the sole trustee of the Trust and is appointed validly as such;
  - (iii) the purchaser has full and free power to enter into this contract and to perform all of the obligations imposed upon it under this contract;
  - (iv) this contract has been duly authorised, executed and delivered by the purchaser and constitutes and shall constitute a valid, legal and binding instrument and that if any consent or approval is required to enter into this contract or for the performance by the purchaser of its obligations under this contract, it has been obtained;
- (b) acknowledges that:
  - (i) the purchaser accepts and undertakes personal liability under this contract for the observance, performance and fulfilment of all obligations on the part of the purchaser;
  - (ii) the purchaser must not prior to the satisfaction of all liabilities of the purchaser under this contract personally and/or by the Trust exercise in its own favour any right of indemnification, lien or charge to which it may be entitled under or in respect of the assets of the Trust;
  - (iii) if any of the assets of the Trust will at any time be in the hands of the purchaser free of their Trust character by virtue of the exercise or purported exercise of any such right of indemnification, lien or charge, the purchaser must hold those assets on trust for the vendor to the extent to which any liabilities of the purchaser under this contract have not been satisfied; and
- (c) agrees that if at any time prior to satisfaction of any liability of the purchaser under this contract:
  - (i) the purchaser ceases for any reason to be the sole trustee of the Trust, the purchaser must procure any new or additional trustee of the Trust to execute in favour of the vendor such covenants relating to this contract as the vendor may reasonably require, including without limitation, covenants in the like terms as those contained in this clause; and
  - (ii) the purchaser must notify the vendor immediately in writing if the Trust is determined or for any reason ceases to exist.

## 8. Winding up, Liquidation or Bankruptcy

If at any time prior to the settlement date, the purchaser is declared bankrupt, wound up or goes into liquidation (whether voluntary or otherwise) or placed in voluntary administration or enters into any deed or scheme of arrangement or a receiver or receiver and manager is appointed, the vendor may at any time after such occurrence or event terminate this contract by written notice to the purchaser. If the vendor exercises the right to terminate this contract pursuant to this special condition, the occurrence or event giving rise to such right will be an event of default on the part of the purchaser under this contract and general conditions 26, 27 and 28 shall apply.

## 9. Land Tax

Land Tax shall not be apportioned between the parties.

## 10. Entire Contract

- (a) The terms of this contract constitute the entire and only agreement between the vendor and the purchaser in relation to the property hereby sold and merges all prior discussions and negotiations (if any) between them and neither of the parties will be bound by any warranties, representations with respect to the subject matter of this contract other than as set out in this contract or prescribed by law.

- (b) The purchaser acknowledges that it is relying entirely on its own enquiries in entering this contract and it accepts the property, goods and any improvements to the property in its present state, and any services available thereto on the day of sale.
- (c) The purchaser cannot rescind, terminate or delay settlement because of any matter referred to in this special condition.

## 11. Special Conditions Prevail

In the event of any inconsistency between the provisions of these special conditions the general conditions of this contract, then the provisions of these special conditions shall prevail.

## 12. Severability

If a provision of this contract or the application of the provision to a particular thing, person or circumstance is or becomes unlawful or unenforceable it will be ineffective to the extent of the illegality or unenforceability and the remaining provisions of this contract will not be affected with the intent that each provision of this contract is to be enforceable to the fullest extent permitted by law.

## 13. Jurisdiction

The parties submit to the non-exclusive jurisdiction of the Courts of Victoria at Melbourne.

## 14. Counterparts

This contract may be executed in any number of counterparts, including counterparts by facsimile transmission or email, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same contract.

## 15. Interpretation

- (a) Headings have been included in these special conditions for ease of reference and none of the provisions shall be construed or interpreted by reference to such headings; and
- (b) A reference to time is to local time at Melbourne in the State of Victoria.

## 16. No Merger

The provisions of this contract capable of having effect after the settlement date do not merge on the settlement date or the transfer of the property and continue to have full force and effect.

## 17. Waiver

- (a) A right of a party under this contract may only be waived in writing by that party.
- (b) No waiver or indulgence in time on behalf of the vendor to the purchaser shall in any way affect the purchaser's obligations and time shall remain of the essence.

## 18. Deposit

- (a) This special condition applies in addition to general conditions 11.1 and 11.2.
- (b) The deposit payable under this contract shall be paid to the vendor's legal practitioner to be held by them as stakeholder in accordance with section 24 of the *Sale of Land Act 1962* ("SLA").
- (c) The purchaser authorises the vendor's legal practitioner to invest the deposit in an interest bearing account pursuant to section 24 of the SLA.
- (d) Subject to section 9AA of the SLA any interest earned on the deposit shall be paid:
  - (i) to the vendor; or
  - (ii) if the contract is not completed, to the party entitled to the deposit pursuant to the terms of the contract as reasonably determined by the vendor.

- (e) Failure to pay the deposit in full and in accordance with the terms of this contract (time is of the essence) shall constitute a default.

## 19. Restrictions

- (a) In addition to general condition 1.1 the property is sold subject to any:
  - (i) restrictive covenants;
  - (ii) easements;
  - (iii) design guidelines;
  - (iv) restrictions; or
  - (v) owners corporation rules,affecting the property whether registered or unregistered and whether they are disclosed or undisclosed.
- (b) The purchaser acknowledges and agrees that the purchaser buys the property subject to its own enquiries and investigations and without any reliance on any representations made in relation to the property or potential use of the property. The purchaser acknowledges that it buys the property subject to:
  - (i) any restrictions imposed by the relevant planning scheme, or any other scheme;
  - (ii) all present and future planning controls, permits and approvals;
  - (iii) all present and future environmental controls or contamination; and
  - (iv) all present and future building controls, permits and restrictions,and the purchaser accepts any defects or non-compliance with any such controls, permits and restrictions and any contamination and shall not make any claim, requisition, delay or refuse to settle or take any action against the vendor in relation to any breach, contravention, non-compliance, contamination or default.
- (c) The purchaser shall assume all liability for compliance with any notices or orders relating to the property which are made or issued on or after the day of sale and indemnifies the vendor against such liability.

## 20. Vendor Statement

The purchaser acknowledges that prior to signing this contract or any agreement in respect of the purchase of the property hereby sold that the purchaser has been given a vendor statement containing the particulars required by division 2 of part II of the *Sale of Land Act 1962* executed by or on behalf of the vendor.

## 21. Default

- (a) If the purchaser defaults under this contract, the purchaser:
  - (i) must remedy the relevant breach and must pay to the vendor an amount equal to all interest, costs, liability, loss or damage incurred by the vendor as a result of the breach;
  - (ii) shall pay the vendor's legal costs on an indemnity basis incurred as a result of the breach and the costs of any default notice issued as a result of the breach; and
  - (iii) indemnifies the vendor against the loss,
- (b) regardless of whether the vendor serves on the purchaser a default notice pursuant to general condition 27.
- (c) The purchaser acknowledges and agrees that if the vendor issues a default notice, the vendor's legal costs recoverable in respect of the default notice shall be \$1,250.00 plus GST per notice.

## 22. Interest

General condition 26 does not apply to this contract. If the purchaser defaults in payment of any money under this contract, the purchaser shall pay to the vendor on demand interest at the rate of 6% per annum, plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*. The purchaser acknowledges and agrees the vendor is not obliged to serve notice on the purchaser for this special condition to apply and that interest shall accrue from the date of the default.

## 23. Nomination

- (a) If the purchaser nominates under general condition 18, the purchaser must fully and truthfully disclose the circumstances of the nomination to the State Revenue Office in the digital duties form and shall indemnify the vendor against any loss or damage suffered by the vendor or the vendor's legal representative arising out of the failure to make such a disclosure;
- (b) The purchaser acknowledges and agrees that its common law right to nominate an additional or substitute purchaser is expressly excluded and the purchaser shall not be entitled to nominate an additional or substitute purchaser other than in accordance with this special condition.
- (c) If the purchaser elects to nominate an additional or substitute purchaser it must give to the vendor's legal practitioner not less than 14 days before the settlement date:
  - (i) a nomination form duly executed by the purchaser and the nominee; and
  - (ii) if the nominee is a company, a guarantee duly executed by all directors of the company in the form attached to this contract to the satisfaction of the vendor,and on the date of settlement the nominee must:
  - (iii) adjust in favour of the vendor the sum of \$500.00 plus GST on account of the nomination.
- (d) The vendor shall not be obliged to settle, the nomination shall not be effective and the purchaser shall be in default (if settlement is delayed) if the nominee fails or refuses to make the adjustment in favour of the vendor under this special condition at settlement.

## 24. Foreign Investment Review Board

- (a) If the purchaser is a foreign resident or non-resident of Australia, the purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection. The purchaser is required to obtain approval or an indication of non-objection under *The Foreign Acquisitions and Takeover Act 1975 (Commonwealth)* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certificate of the Treasurer under the *Foreign Acquisitions and Takeover Regulations 2015* to enter into this contract.
- (b) The purchaser shall indemnify and keep indemnified the vendor against any loss or damage (including but not limited to consequential loss or damage) which the vendor may suffer as a result of any failure by the purchaser to disclose that it is a foreign interest and failure to obtain any individual approvals (if necessary) which the purchaser may require pursuant to this special condition.

## 25. Personal Property Security Register

- (a) The purchaser acknowledges and accepts that it is not entitled to a release of any security interest registered against the vendor on the personal property security register.
- (b) The purchaser shall not object, claim compensation or delay settlement due to any security interest referred to in this special condition.

## 26. Digital Duties Form and State Revenue Office Settlement Statement

- (a) The following definitions apply in this special condition:
  - (i) "DDF" means the online form called 'digital duties form' generated and completed on the SRO website;

- (ii) **“SRO”** means the State Revenue Office of Victoria; and
  - (iii) **“Settlement Statement”** means the statement called ‘settlement statement’ generated by the SRO website after the completion of both the Vendor and Purchaser DDF.
- (b) The vendor must:
- (i) complete, or procure the vendor's legal practitioner to complete, those parts of the DDF which are to be completed by the vendor in respect of the sale of the property under this contract;
  - (ii) send, or procure the vendor's legal practitioner to send to the purchaser's legal practitioner (of if none then the Purchaser), the completed DDF at least three business days prior to completion; and
  - (iii) if the purchaser has complied with its obligations under this special condition, sign or approve the DDF prior to completion, unless there is manifest error in which case the vendor must notify the purchaser of the error and request the purchaser to amend it.
- (c) The purchaser must:
- (i) complete, or procure the purchaser's legal practitioner to complete, those parts of the DDF which are to be completed by the purchaser at least two business days prior to completion;
  - (ii) sign or approve the DDF at least two business days prior to completion, unless there is manifest error in which case the purchaser must promptly notify the vendor of the error and request the vendor to amend it;
  - (iii) make any changes to the DDF requested by the vendor or the vendor's legal practitioner and sign or approve (or re-sign or re-approve) the amended DDF within one business day of being requested to do so; and
  - (iv) prior completion:
    - (A) generate a Settlement Statement; and
    - (B) deliver to the vendor or the vendor's legal practitioner, the Settlement Statement.
  - (v) The purchaser may not take any action, make any claim delay settlement or make any demand if the vendor or the vendor's legal practitioner requests amendments to the DDF at any time prior completion.
- (d) If settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law:
- (i) completion is not conditional upon:
    - (A) the purchaser signing or approving a DDF; or
    - (B) production of a Settlement Statement; and
  - (ii) the purchaser may not make a claim if:
    - (A) the DDF is not completed by the vendor prior to completion or at all; or
    - (B) an Settlement Statement is not generated (or able to be generated) prior to completion.
- (e) The purchaser must claim and certify the Settlement Statement at its earliest opportunity. If, when claiming and certifying the Settlement Statement the transaction is treated as a complex assessment by the SRO as a result of information input by the purchaser or the purchaser's legal practitioner in the DDF, the purchaser shall not be entitled to delay or postpone settlement. If the purchaser delays or postpones settlement:
- (i) The purchaser will be in default; and

- (ii) The default provisions of this contract shall apply.
- (f) This special condition is an essential term of this contract.
- (g) The purchaser acknowledges and agrees that unless and until the purchaser complies with this special condition, completion will not be able to proceed, and the purchaser will be in breach of this contract.

## 27. GST Withholding

- (a) This special condition applies if the property hereby sold is a 'New Residential Premises' or 'Potential Residential Land' as defined in accordance with Section 14-255(2) of schedule 1 of the *Taxation Administration Act 1953* ('TAA').
  - (b) The vendor must issue notice to the purchaser:
    - (i) that the purchaser is required to withhold GST at settlement in accordance with section 14-255(1)(b) of schedule 1 of the TAA; or
    - (ii) that the purchaser is not required to withhold GST, before settlement.
  - (c) If the vendor issues notice to the purchaser that the purchaser is required to withhold GST at settlement:
    - (i) The purchaser shall withhold the amount stated in the notice from the vendor at settlement; and
    - (ii) If the settlement of the property is conducted electronically:
      - (A) The purchaser must pay the amount stated in the notice to the Australian Taxation Office ('ATO') at settlement; or
    - (iii) If the settlement of the property is not conducted electronically:
      - (A) The purchaser must pay the amount stated in the notice to the ATO prior to settlement and tender proof of payment at settlement; or
      - (B) The purchaser or the purchaser's legal practitioner must draw a bank cheque payable to the ATO in the amount stated in the notice; and
      - (C) The purchaser or the purchaser's legal practitioner must tender the bank cheque at settlement and provide a written undertaking that the bank cheque will be remitted to the ATO and that the purchaser or its solicitor will provide proof of payment in accordance with this special condition;
      - (D) The bank cheque must be paid to the ATO on the date of settlement; and
      - (E) The purchaser or the purchaser's legal practitioner must provide proof of the payment to the vendor within 14 days of settlement.
  - (d) This Special Condition 27 will not merge on settlement.
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# General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

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## Title

### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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 predominately 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.
- 7.6 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 7.5 if -
  - (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring 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.
- 7.11 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.
- 7.12 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 7.11

- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. BUILDING 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.

## **9. GENERAL LAW LAND**

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **Money**

### **10. SETTLEMENT**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### **11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 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.

## 12. STAKEHOLDING

- 12.1 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 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

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

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

## 15. ADJUSTMENTS

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

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

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

## Transactional

### 16. TIME

16.1 Time is of the essence of this contract.

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

### 17. SERVICE

17.1 Any document sent by –

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

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

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

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

### 18. NOMINEE

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

### 19. LIABILITY OF SIGNATORY

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

### 20. GUARANTEE

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

### 21. NOTICES

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

### 22. INSPECTION

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

### 23. TERMS CONTRACT

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

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

- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

#### **25. BREACH**

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

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

#### **Default**

#### **26. INTEREST**

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

#### **27. DEFAULT NOTICE**

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

#### **28. DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest

are paid, the contract will be ended in accordance with this general condition; and

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

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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



Date:

2026

# 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 216, 233 Collins Street Melbourne VIC 3000**

**Vendor's name**

Beepee Property Pty Ltd ACN 166 397 486

**Date**

/ /

**Vendor'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) Are contained in the attached certificate/s.

### 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): -

Are set out in the attached certificates, if applicable.

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under 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:

None to the Vendor's knowledge, however, the Vendor has no means of knowing all decisions of the Government and authorities unless such decisions have been communicated to the Vendor.

**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.
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4.2 **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.
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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):

Are contained in the attached certificates.

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”)**

Not Applicable.

8. **SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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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*.

Not Applicable.

## 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 2000m<sup>2</sup>; (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)*

The Following Certificates are attached:

1. Register Search Statement Certificate of Title
2. Copy of Plan
3. Owners Corporation Search Report
4. Building Approval 326(1) Certificate
5. Land Information Statement
6. Water Information Statement
7. Land Tax Certificate
8. Owners Corporation Certificates
9. Planning Certificate
10. Designated Bushfire Prone Area(s) and Planning Report
11. Vicroads Certificate
12. Due Diligence Checklist

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

Page 1 of 2

VOLUME 11472 FOLIO 323

Security no : 124133219241F  
Produced 24/03/2026 10:31 AM

### LAND DESCRIPTION

Lot 216 on Plan of Subdivision 339927A.

PARENT TITLES :

Volume 11067 Folio 271 to Volume 11067 Folio 273

Created by instrument PS339927A/D5 13/02/2014

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

BEEPEE PROPERTY PTY LTD of 285 NORTH ROAD CAULFIELD SOUTH VIC 3162  
AL402870L 06/10/2014

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL402871J 06/10/2014

AMP BANK LTD

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

### DIAGRAM LOCATION

SEE PS339927A 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 216 LEVEL 2 233 COLLINS STREET MELBOURNE VIC 3000

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 16/10/2025

### OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS339927A

OWNERS CORPORATION 2 PLAN NO. PS339927A

OWNERS CORPORATION 6 PLAN NO. PS339927A

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

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Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS339927A</b>
Number of Pages (excluding this cover sheet)	<b>26</b>
Document Assembled	<b>24/03/2026 10:31</b>

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<b>PLAN OF SUBDIVISION</b>	STAGE NO. —	LTO use only <b>EDITION 17</b>	Plan Number <b>PS 339927A</b>
----------------------------	----------------	-----------------------------------	----------------------------------

**Location of Land**

**Parish :** MELBOURNE NORTH  
CITY OF MELBOURNE

**Township :** —

**Section :** 5

**Crown Allotment :** 10, 11, 12 (PART)

**Crown Portion :** —

**LTO Base Record :** MELBOURNE NORTH 6B

**Title Reference :** VOL 8861 FOL 418 VOL 7183 FOL 450

**Last Plan Reference :** APPN 19296/103

**Postal Address :** 233-239 COLLINS STREET  
(at time of subdivision) MELBOURNE 3000

**AMG Co-ordinates**  
for approx. centre of land **E** 320 910 **Zone : 55**  
in plan) **N** 5 812 480

**Council Certificate and Endorsement**

**Council Name:** CITY OF MELBOURNE **Ref:** 57/3-1250/220/62 (1522)

1. ~~This plan is certified under section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
Date of original certificate under section 6 **20 / 4 / 95**
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**OPEN SPACE**

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in stage.~~

Council delegate  
~~Council seal~~  
Date **24 / 10 / 97**  
Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate  
Council Seal  
Date / /

Vesting of Roads and / or Reserves	
Identifier	Council / Body / Person
Nil	Nil

**Notations**

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

**Depth Limitation** DOES NOT APPLY

FOR NOTATIONS SEE SHEET 3

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

Easement Information				
Legend : A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
FOR EMENT INFORMATION SEE SHEET 2				

**LTO use only**

Statement of compliance/  
Exemption Statement

Received

Date **27 / 10 / 97**

**LTO use only**

PLAN REGISTERED

TIME **8.55**

DATE **17 / 11 / 97**

*[Signature]*  
Assistant Registrar of Titles

SHEET 1 OF 24 SHEETS

**M A X B R A I D**  
**MBS**  
S U R V E Y O R S

538 RIVERSDALE ROAD  
CAMBERWELL VIC 3124  
TELEPHONE (03) 882 2268  
FAX (03) 882 9109  
THE BRAID CORPORATION PTY LTD  
A.C.N. 007 062 151

LICENSED SURVEYOR (PRINT) MARY C RABLING

SIGNATURE DATE

REF **8550001** VERSION **E**

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

**PS.339927A**

SECTION 12(2) OF THE SUBDIVISION ACT APPLIES TO ALL THE LAND IN THIS PLAN

\* LIMITED TO HEIGHT OF FIFTY-TWO FEET ABOVE THE DATUM FOR LEVELS ADOPTED BY THE MELBOURNE AND METROPOLITAN BOARD OF WORKS

ALL OTHER EASEMENTS UNLESS SPECIFIED ARE UNLIMITED IN HEIGHT AND DEPTH

\*\*[LIMITED AS TO DEPTH] SEE CROSS SECTION X3-X3 ON SHEET 15

AN APPURTENANT EASEMENT OF LIGHT & AIR LIMITED IN DEPTH TO THE PLANE OF THE LOWER BOUNDARY OF THE FOURTH STOREY ON PS339927A HAS BEEN CREATED IN FAVOUR OF LOTS 401 – 404, 406 – 416, 501 – 504, 506 – 517, 601 – 604, 606 – 617, 701 – 704, 706 – 716, 801 – 804, 806 – 816, 901 – 904, 906 – 916, 1001 – 1004, 1006 – 1016, 1102 – 1109, 1112 – 1114, 1202 – 1208, 1211 – 1213, 405A, 417A, 418A, 505A, 518A, 605A, 618A, 705A, 717A, 718A, 805A, 817A, 818A, 905A, 917A, 918A, 1025, 1037, 1038, 1121, 1130, 1131, 1135, 1221, 1229, 1230, 1234 AND THE COMMON PROPERTY NO.1 ON THIS PLAN VIDE X419686B

AN APPURTENANT EASEMENT FOR THE PASSAGE OF LIGHT AND AIR IN FAVOUR OF LOT 211A IN C/T VOL:11616 FOL:513, LIMITED IN DEPTH TO THE PLANE OF THE LOWER BOUNDARY OF LOT 211A(PART) THIRD FLOOR ON THIS PLAN CREATED BY INSTRUMENT AM796412G.

EASEMENT BOUNDARIES SHOWN BY BROKEN HATCHED LINES // ARE DEFINED BY THE INTERIOR FACE OF THE STRUCTURE DEFINING THE EASEMENT.

**Easement Information**

Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of
E-1	LIGHT, AIR LIMITED HEIGHT SEE ABOVE *	SEE SHEET 5	TR.NO. 2248139	V.7312 F.395
E-2	PARTY WALL	0.34	TR.NO.190130	V.1922 F.249
E-3	PARTY WALL	0.23	TR.NO.178783	V.1922 F.248
E-4, E-5	CARRIAGE WAY	2.95	INST.NO.12719	CA.12 & 13 SEC.5
A-1	LATERAL SUPPORT LIMITED HEIGHT SEE ABOVE *	0.69	TR.NO.2248137	V.7183 F.450
A-2	PART WALL	0.34	TR.NO.190130	V.8861 F.418 (part)
A-3	PART WALL	0.23	TR.NO.178783	V.8861 F.418(part)
E-5	DRAINAGE	2.95	THIS PLAN	CITY OF MELBOURNE
E-6	LIGHT & AIR LIMITED HEIGHT SEE ABOVE **	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-7	RIGHT OF ENTRY AND EGRESS	SEE DIAG.	AF656437J	VOL.10652 FOL'S 294-361 VOL.11051 FOL'S 912-915
E-8	RIGHT OF ENTRY AND EGRESS	SEE DIAG.	AF708376R	VOL.10652 FOL'S 294-361 VOL.11051 FOL'S 912-915
E-4 AND E-5	RIGHT OF CARRIAGEWAY	SEE DIAG.	AF708376R	VOL.10652 FOL'S 294-361 VOL.11051 FOL'S 912-915
E-9	FOOTWAY (LIMITED IN DEPTH TO SLAB LEVEL AND IN HEIGHT TO 2 METRES ABOVE SLAB LEVEL)	SEE DIAG.	PS339927A/D7	LOT 18G ON THIS PLAN

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
<b>PLAN OF SUBDIVISION</b>	/	<b>PS 339927A</b>

**NOTATIONS**

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

- EXTERIOR FACE: BOUNDARIES MARKED "E"
- WITH REGARD TO LOTS CONTAINED WITHIN THE FOURTH STOREY (DIAGRAM 8) TO TOPMOST STOREY (DIAGRAM 12) (BOTH INCLUSIVE), & THOSE BOUNDARIES MARKED "M":  
MEDIAN OF WALLS, FLOORS AND CEILINGS
- ALL OTHER BOUNDARIES: INTERIOR FACE OF WALLS, FLOORS AND CEILINGS.

ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING USED EXCLUSIVELY BY MEMBERS OF OWNERS CORPORATION 2 ARE DEEMED TO BE PART OF COMMON PROPERTY No.2. ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING USED EXCLUSIVELY BY MEMBERS OF OWNERS CORPORATION 3 ARE DEEMED TO BE PART OF COMMON PROPERTY No.3. ALL OTHER INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. THE DUCTS AND PIPE SHAFTS ARE DEEMED TO INCLUDE SUB-FLOOR AND CEILING CAVITIES AND OTHER SERVICE ZONES NOT CONTAINED WITHIN THE LOTS.

ALL COLUMNS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS HAVE NOT ALWAYS BEEN SHOWN ON THE DIAGRAMS HEREIN.

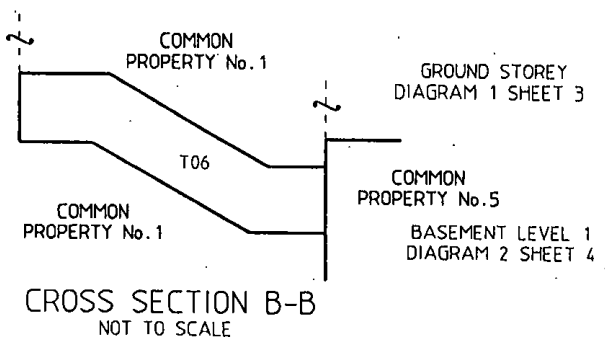
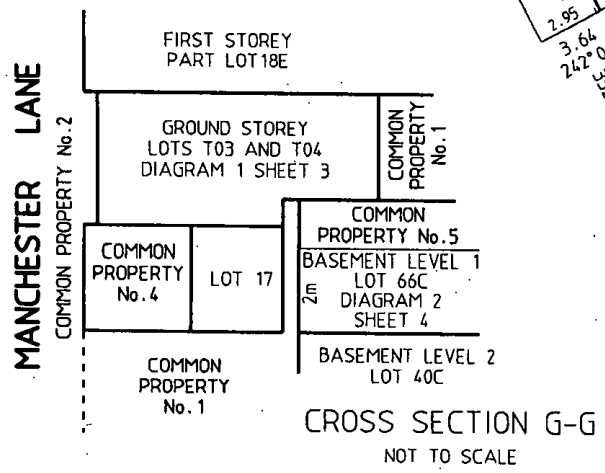
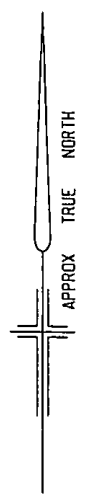
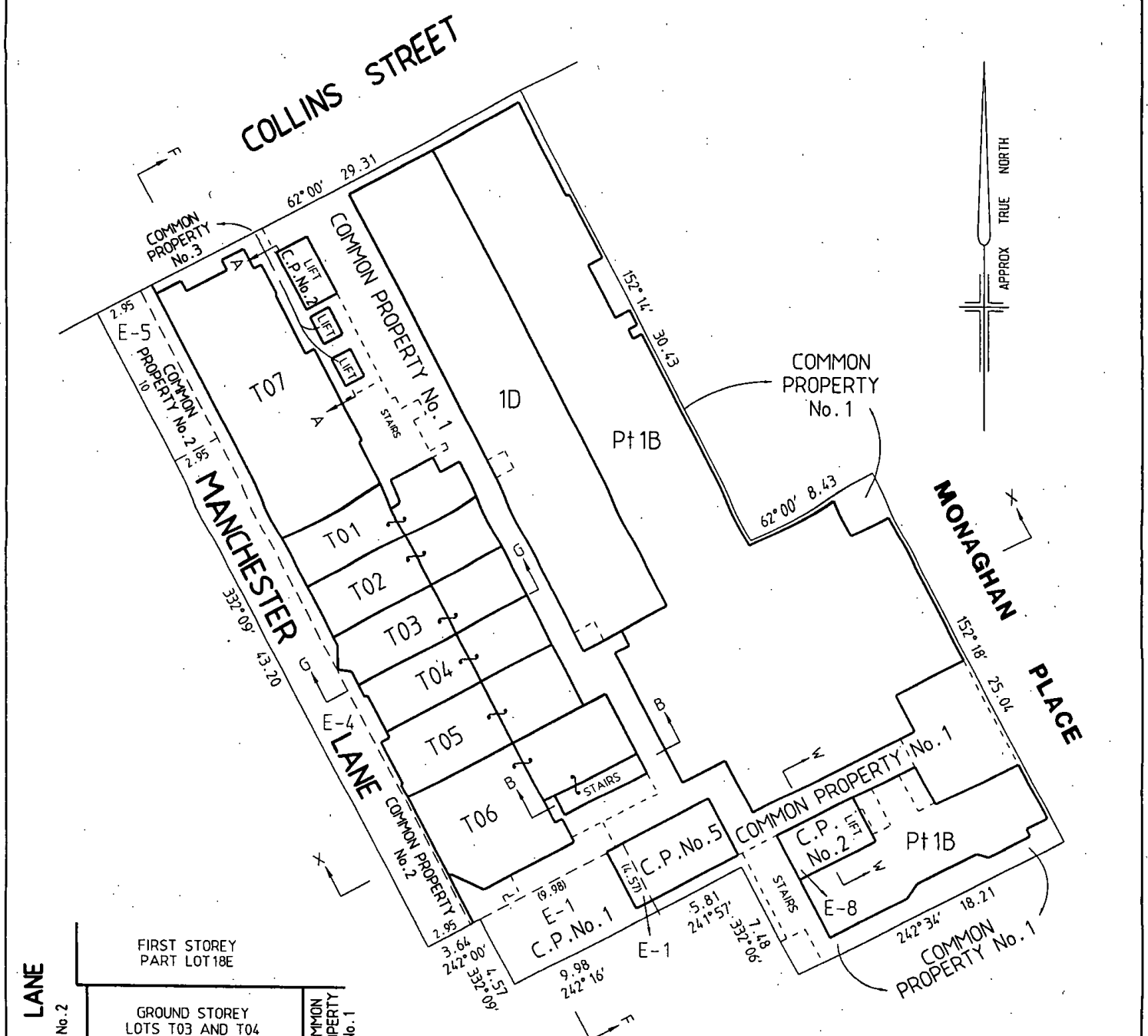
WITH THE EXCEPTION OF "MEDIAN" BOUNDARY WALLS ON THE FOURTH TO TOPMOST STOREYS (BOTH INCLUSIVE), & THOSE BOUNDARIES MARKED "M": ALL STRUCTURAL SUPPORT WALLS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE WALLS HAVE NOT ALWAYS BEEN SHOWN ON THE DIAGRAMS HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.  
FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATIONS RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.

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	Copyright © 2014 Reeds Consulting Pty Ltd LAND SURVEYORS + CIVIL ENGINEERS + DEVELOPMENT CONSULTANTS				

SCALE  NOT TO SCALE  LENGTHS ARE IN METRES	ORIGINAL  SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) . . . . . ALAN DAVID NORMAN . . . . . SIGNATURE . . . . . DATE / / REF: <b>19404/COM</b> VERSION: DATE: 12/02/14 NOTES.DGN	SHEET 3  DATE / / COUNCIL DELEGATE SIGNATURE
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DIAGRAM 1  
GROUND LEVEL AND  
GROUND STOREY



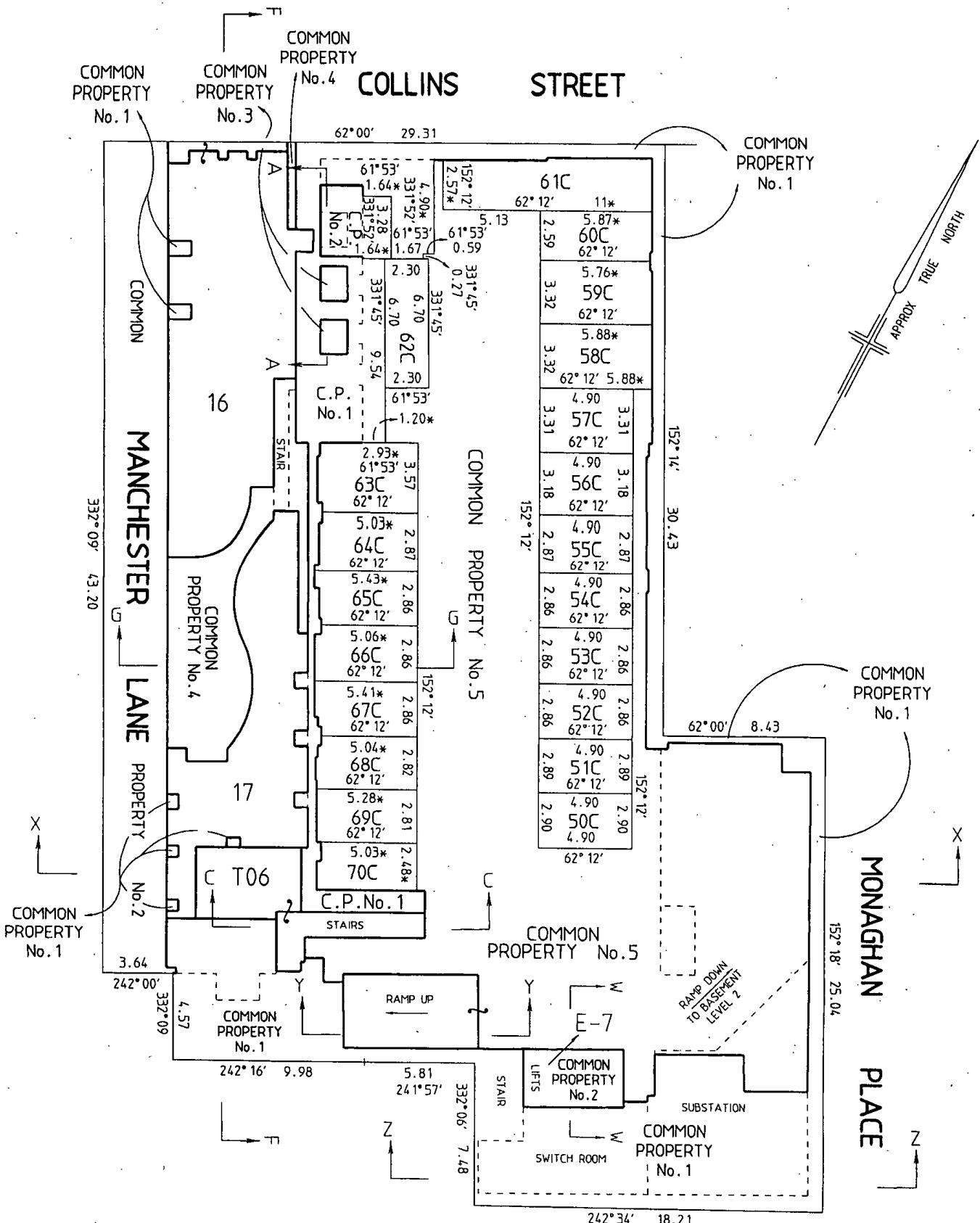
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DIAGRAM 2  
BASEMENT LEVEL 1

SUBDIVISION ACT 1988  
**PLAN OF SUBDIVISION**  
STAGE No. / PLAN NUMBER  
**PS 339927A**



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NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF WALLS

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:200 A3</p>	<p>LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN</p> <p>SIGNATURE DATE / /</p> <p>REF: 19404/COM VERSION: DATE: 12/08/08 COMM4.DGN</p>	<p>SHEET 5</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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SUBDIVISION ACT 1988

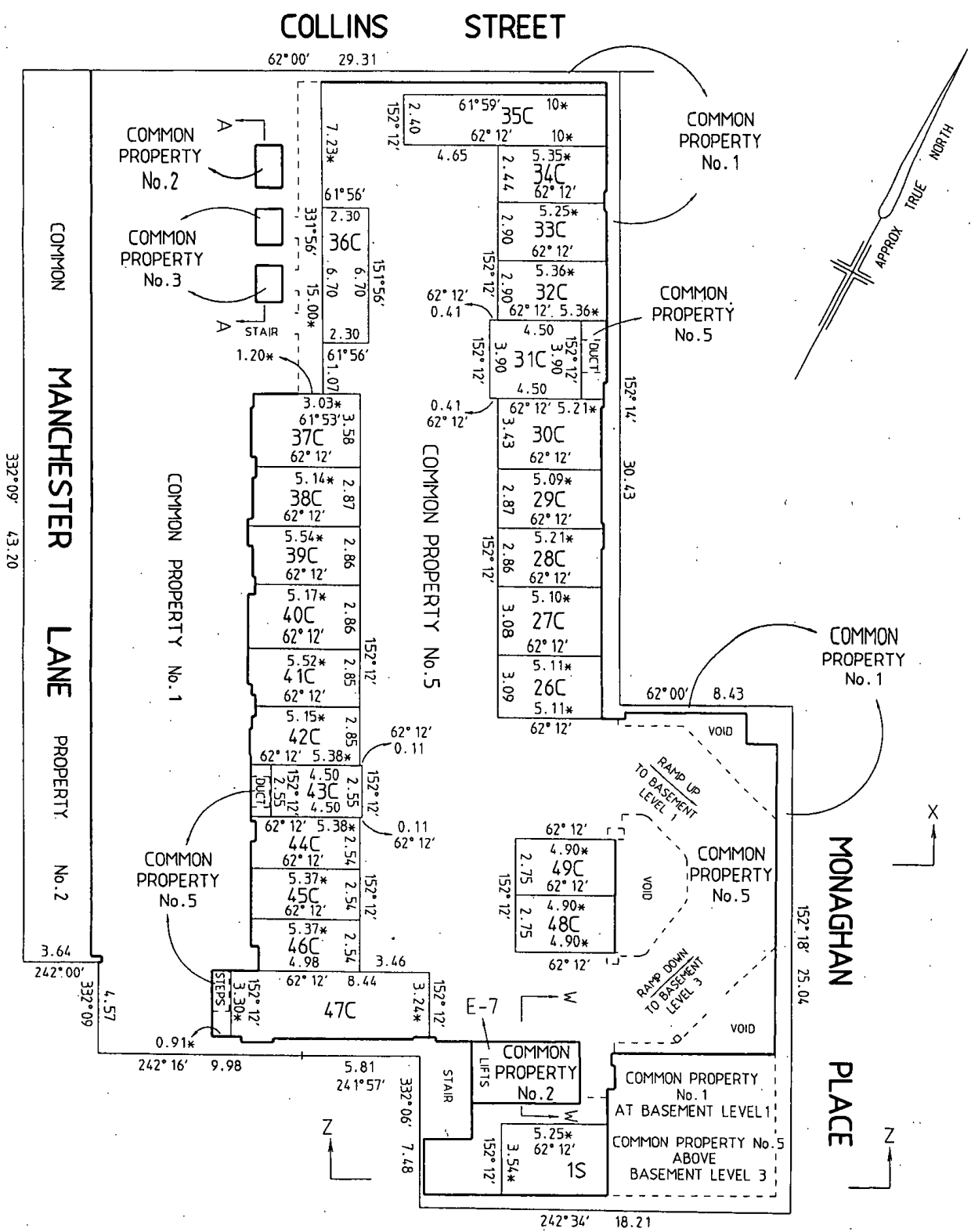
STAGE No.

PLAN NUMBER

**PLAN OF SUBDIVISION**

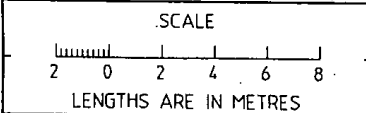
**PS 339927A**

DIAGRAM 3  
BASEMENT LEVEL 2



NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF WALLS

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SIGNATURE .....

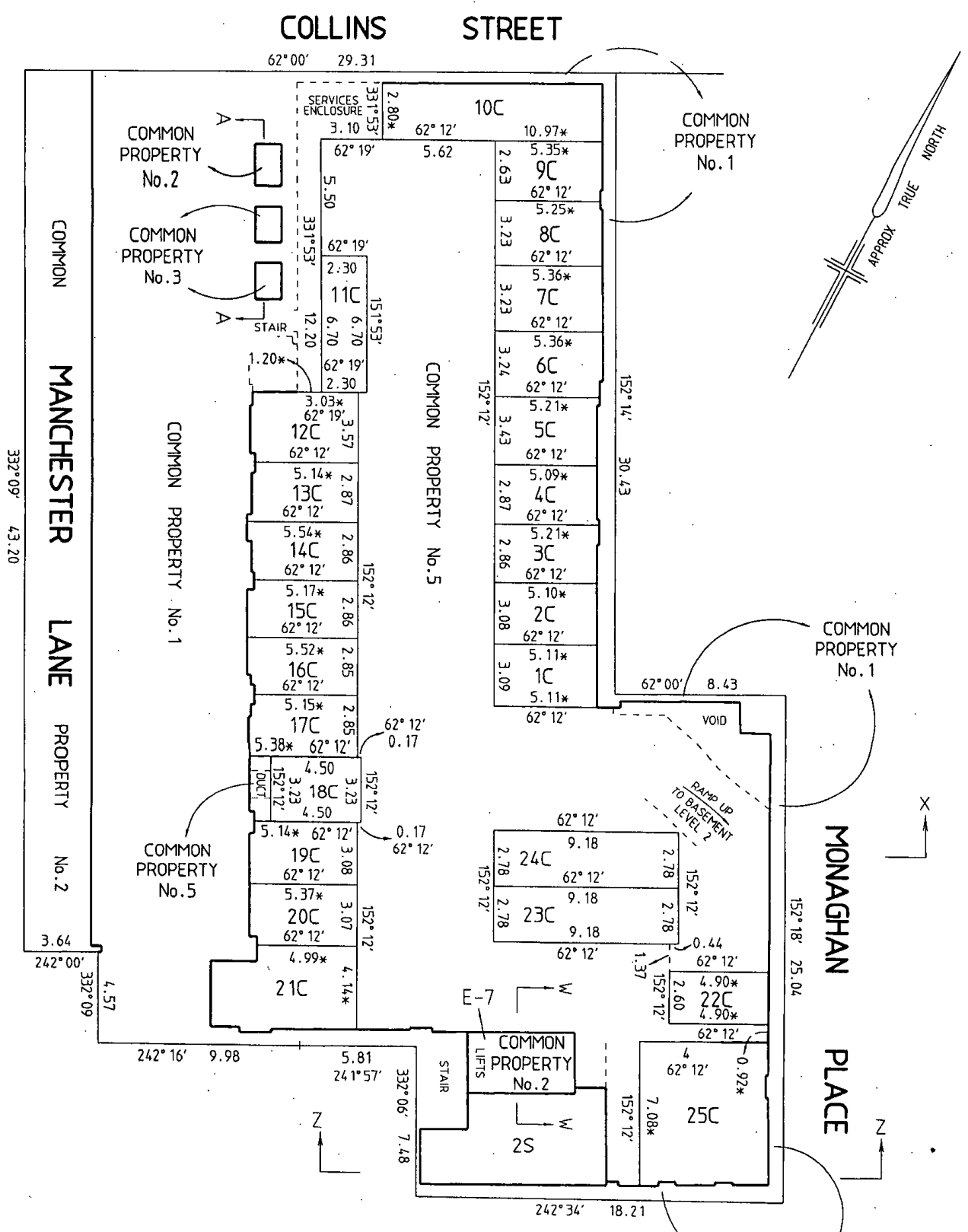
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SHEET 6

DATE: / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 4  
BASEMENT LEVEL 3

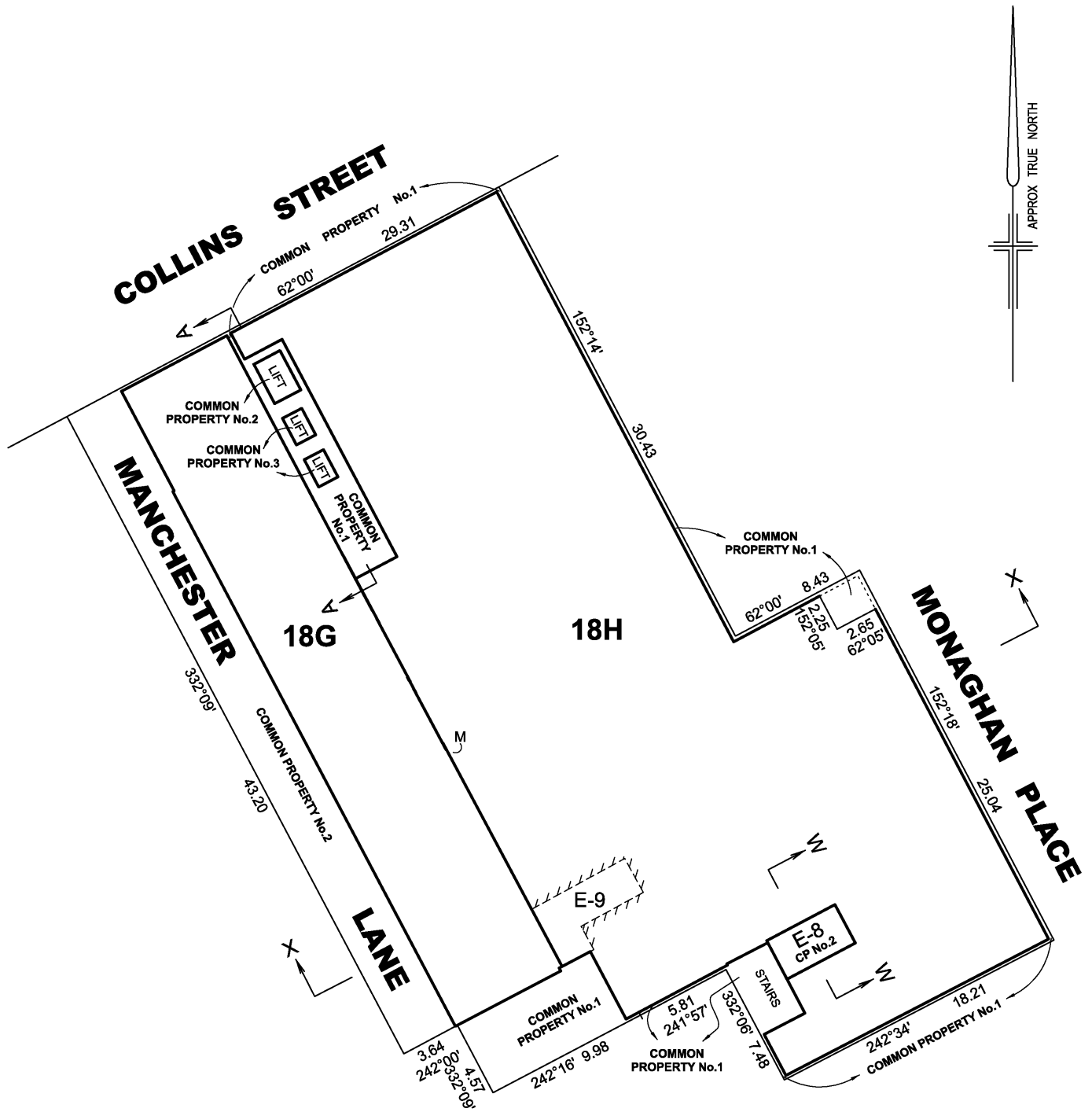


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PLAN NUMBER  
**PS339927A**

**DIAGRAM 5  
FIRST STOREY**



REF: **19404/17CPD A**    VERSION: **A**    DATE: 13/11/23  
19404-17CPD-M-A.DGN

SCALE **1:250**    5    0    5    10  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE A3

SHEET 8

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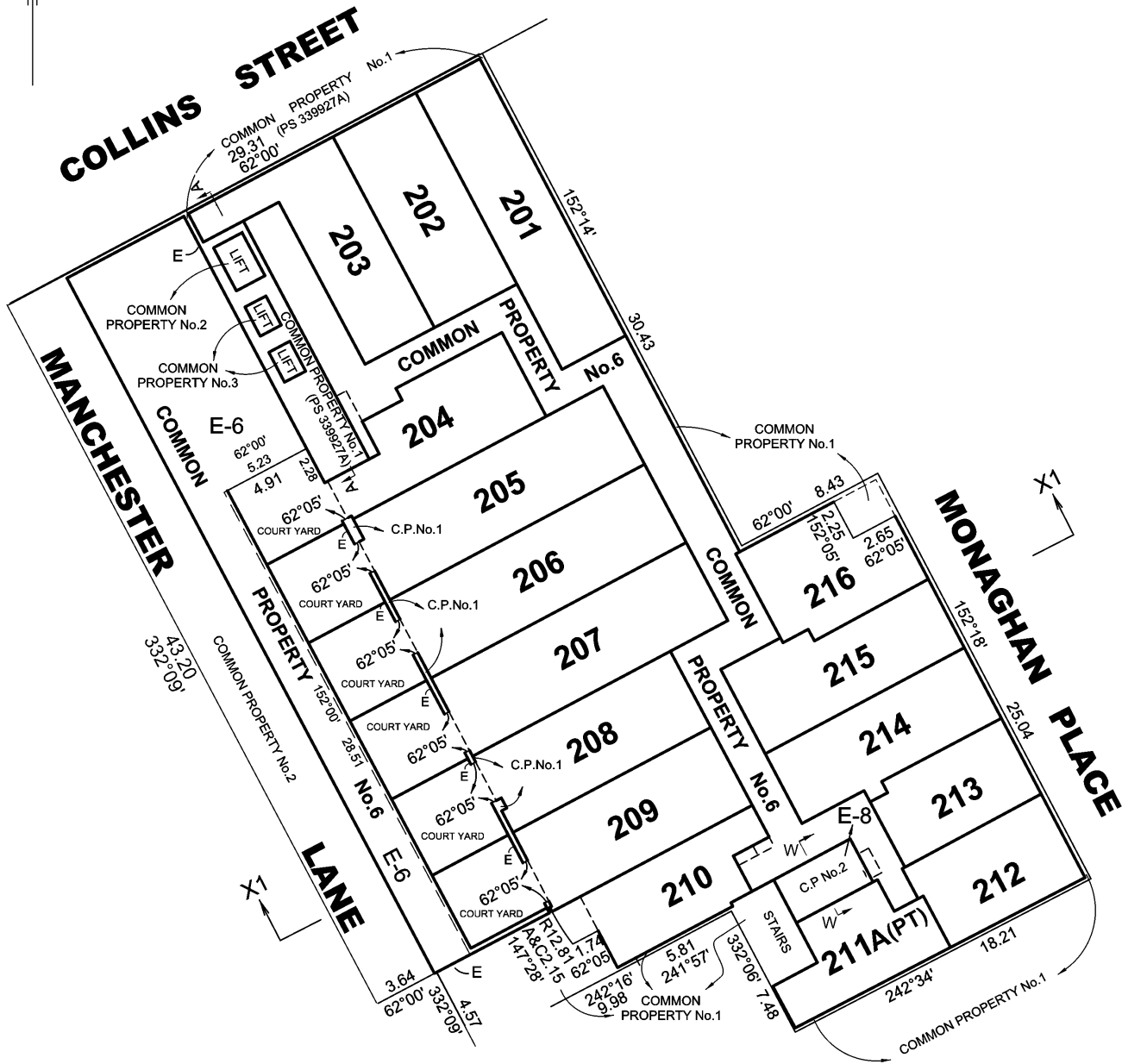
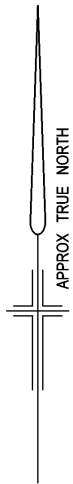
LICENSED SURVEYOR  
**ALAN DAVID NORMAN**

SUBDIVISION ACT 1988

LRS USE ONLY

PS339927A

# DIAGRAM 6 SECOND STOREY



LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED

SHEET 9



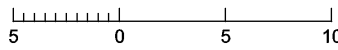
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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET  
 1:250 SIZE  
 A3

REF: 19404/14TT

VERSION: F

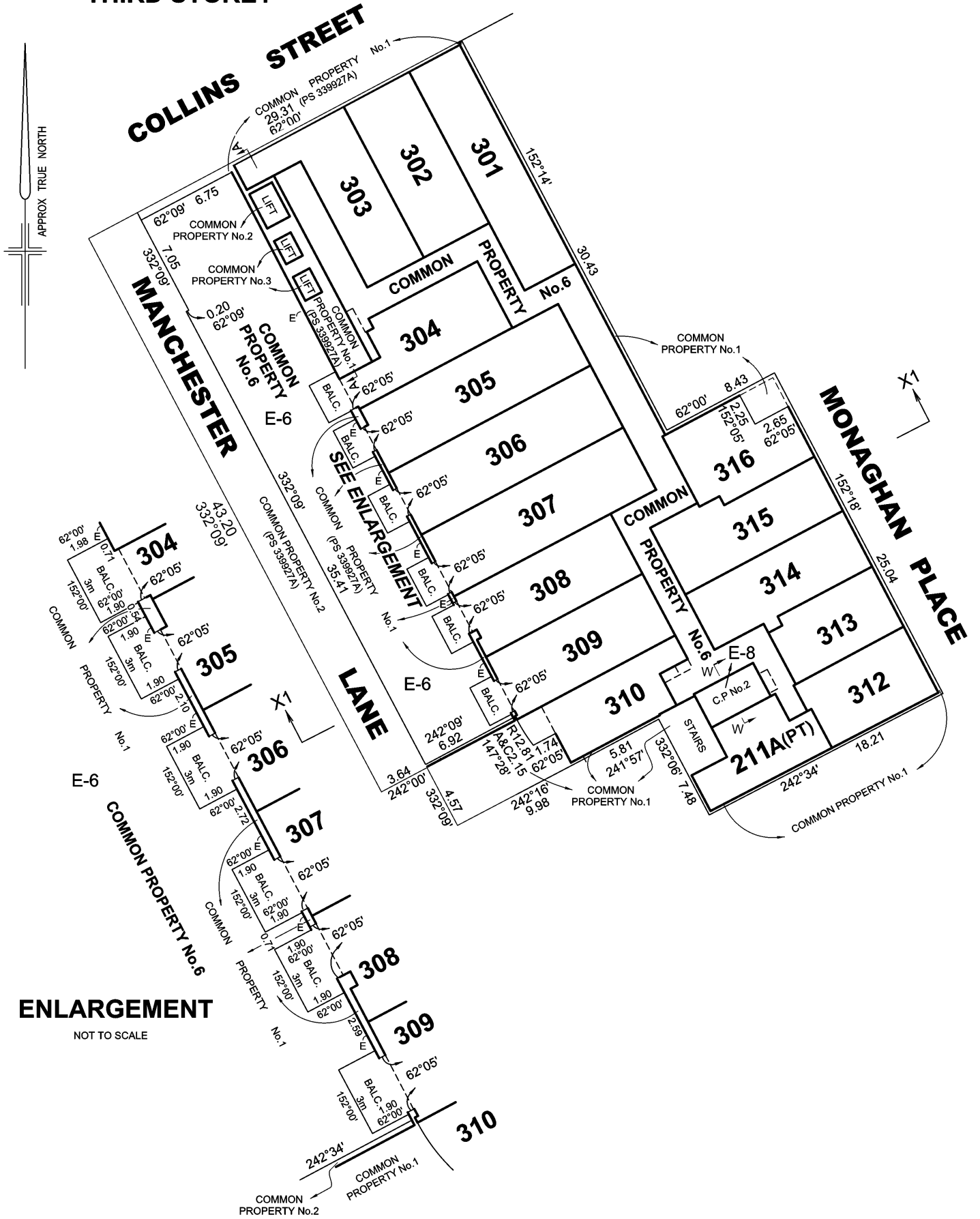
DATE: 4/09/13

14TT3F.DGN

# DIAGRAM 7 THIRD STOREY

SUBDIVISION ACT 1988

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PS339927A



**ENLARGEMENT**  
NOT TO SCALE

LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED

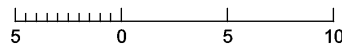
SHEET 10



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ORIGINAL

SCALE	SHEET SIZE
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REF: 19404/14TT

VERSION: F

DATE: 4/09/13

14TT4F.DGN

DIAGRAM 8  
FOURTH STOREY

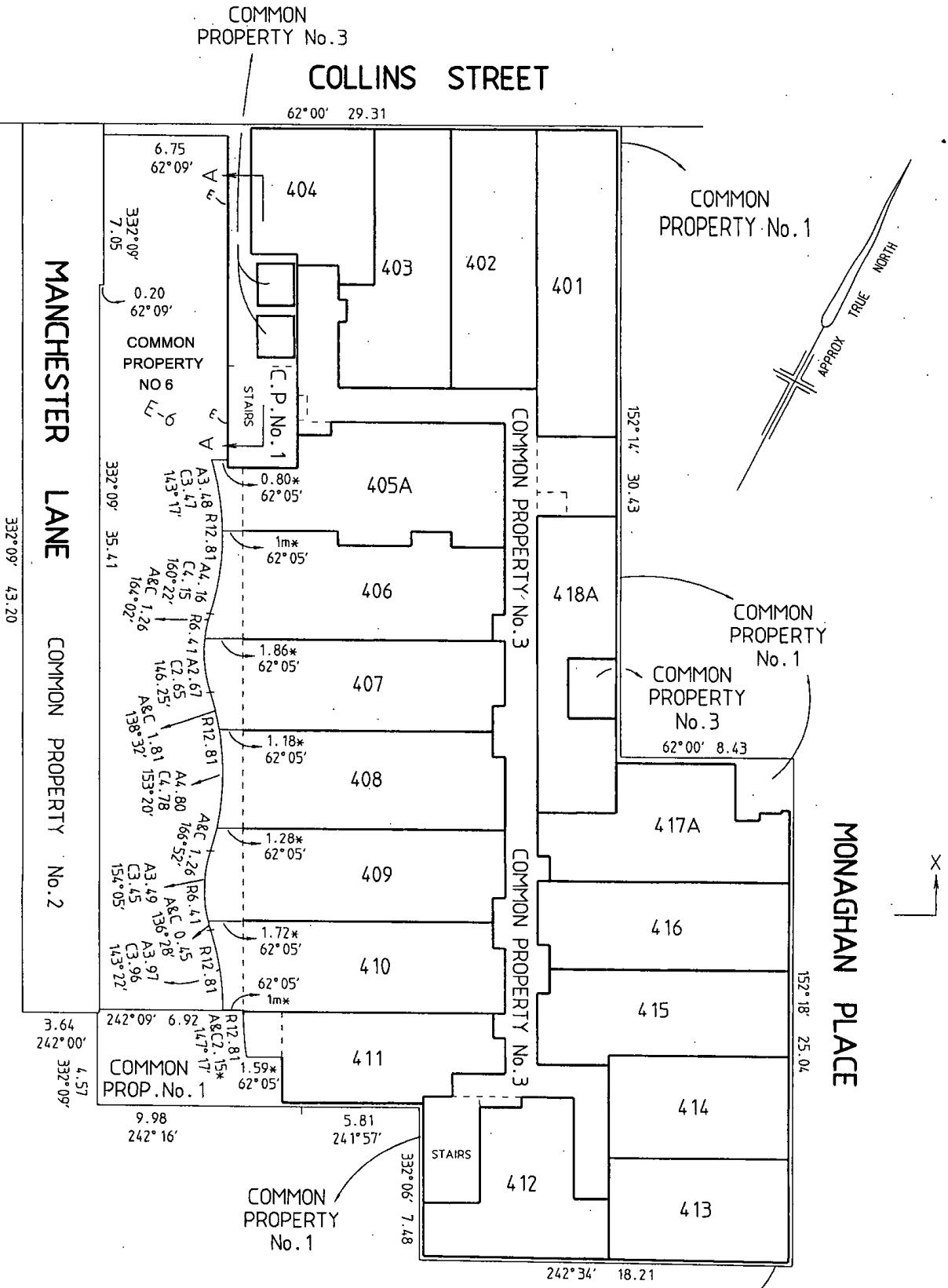
SUBDIVISION ACT: 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 339927A

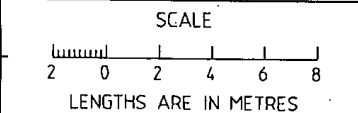


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COMMON PROPERTY No. 1



ORIGINAL SCALE SHEET SIZE  
 1:200 A3

LICENSED SURVEYOR (PRINT) .....

SIGNATURE ..... DATE / /

REF: 19404/COM VERSION: DATE: 12/08/08 COMM10.DGN

SHEET 11

DATE / /

COUNCIL DELEGATE SIGNATURE

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

**PLAN OF SUBDIVISION**

**PS 339927A**

DIAGRAM 9  
FIFTH STOREY

COMMON  
PROPERTY No.3

**COLLINS STREET**

62°00' 29.31

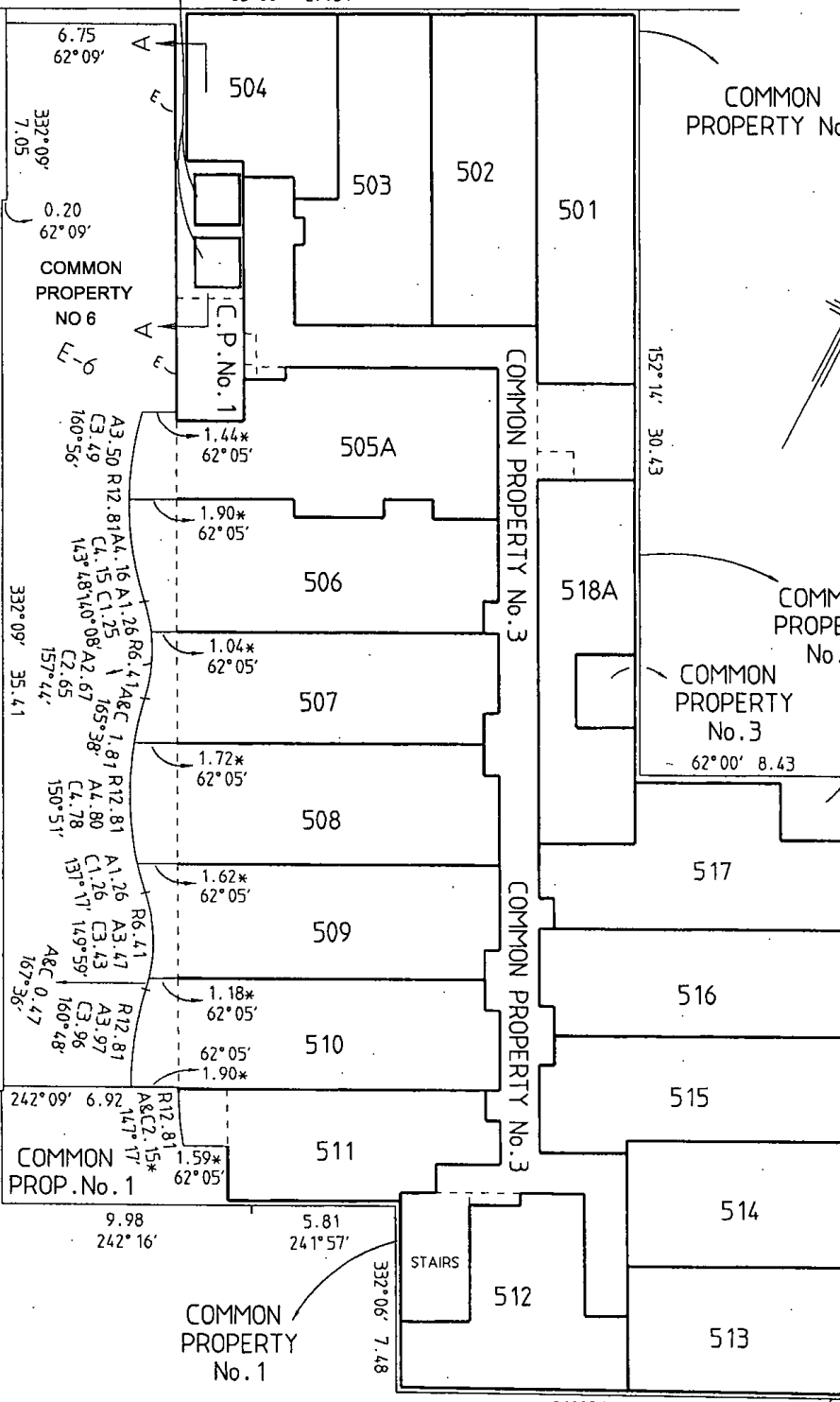
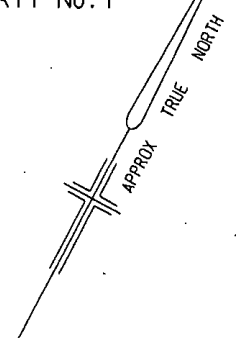
**MANCHESTER LANE**

332°09' 43.20

COMMON PROPERTY No.2



COMMON  
PROPERTY No.1



**MONAGHAN PLACE**

152°18' 25.04



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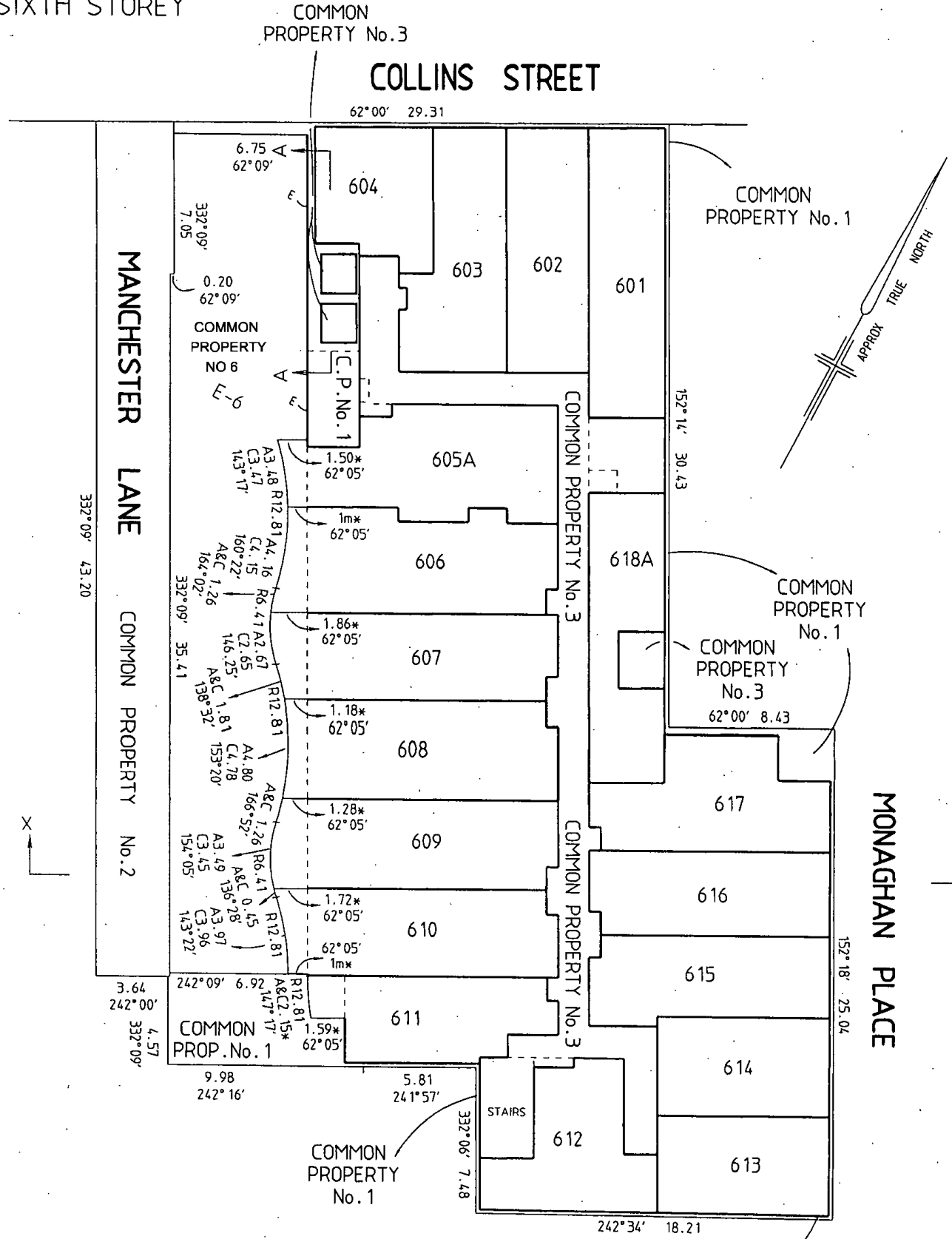
NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF WALLS

COMMON PROPERTY No.1

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>		<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:200 A3</p>	<p>LICENSED SURVEYOR (PRINT) .....</p> <p>SIGNATURE .....</p> <p>REF: 19404/COM VERSION: DATE: 12/08/08 COMM11.DGN</p>	<p>SHEET 12</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
---	--	--	--	---

SUBDIVISION ACT 1988 STAGE No. PLAN NUMBER  
**PLAN OF SUBDIVISION** **PS 339927A**

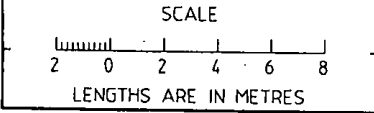
DIAGRAM 10  
 SIXTH STOREY



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 Melbourne 3000  
 phone (03) 8660 3000 fax (03) 8660 3060  
 e-mail survey@reedscon.com.au  
 CIVIL ENGINEERS • LAND SURVEYORS • DEVELOPMENT CONSULTANTS

NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF WALLS

LICENSED SURVEYOR (PRINT) .....  
 SIGNATURE ..... DATE / /  
 REF: 19404/COM VERSION: DATE: 12/08/08 COMM12.DGN



ORIGINAL SCALE SHEET SIZE  
 1:200 A3

SHEET 13

DATE / /  
 COUNCIL DELEGATE SIGNATURE

SUBDIVISION ACT 1988

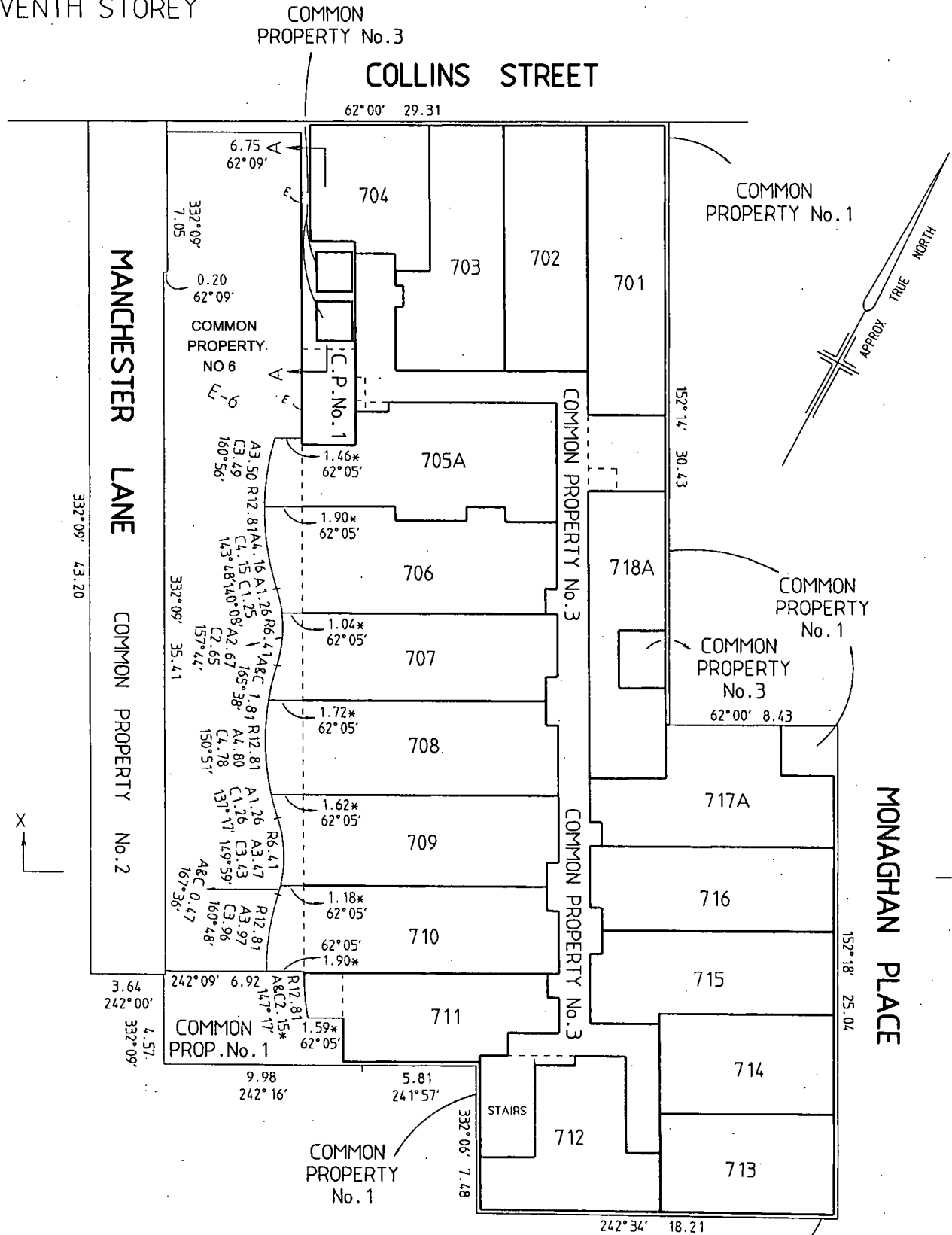
STAGE No.

PLAN NUMBER

**PLAN OF SUBDIVISION**

**PS 339927A**

DIAGRAM 11  
SEVENTH STOREY



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<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:200 A3</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>SIGNATURE .....</p> <p>DATE / /</p> <p>REF: 19404/COM VERSION: DATE: 12/08/08 COMM13.DGN</p>	<p>SHEET 14</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>COMMON PROPERTY No. 1</p>		

SUBDIVISION ACT 1988

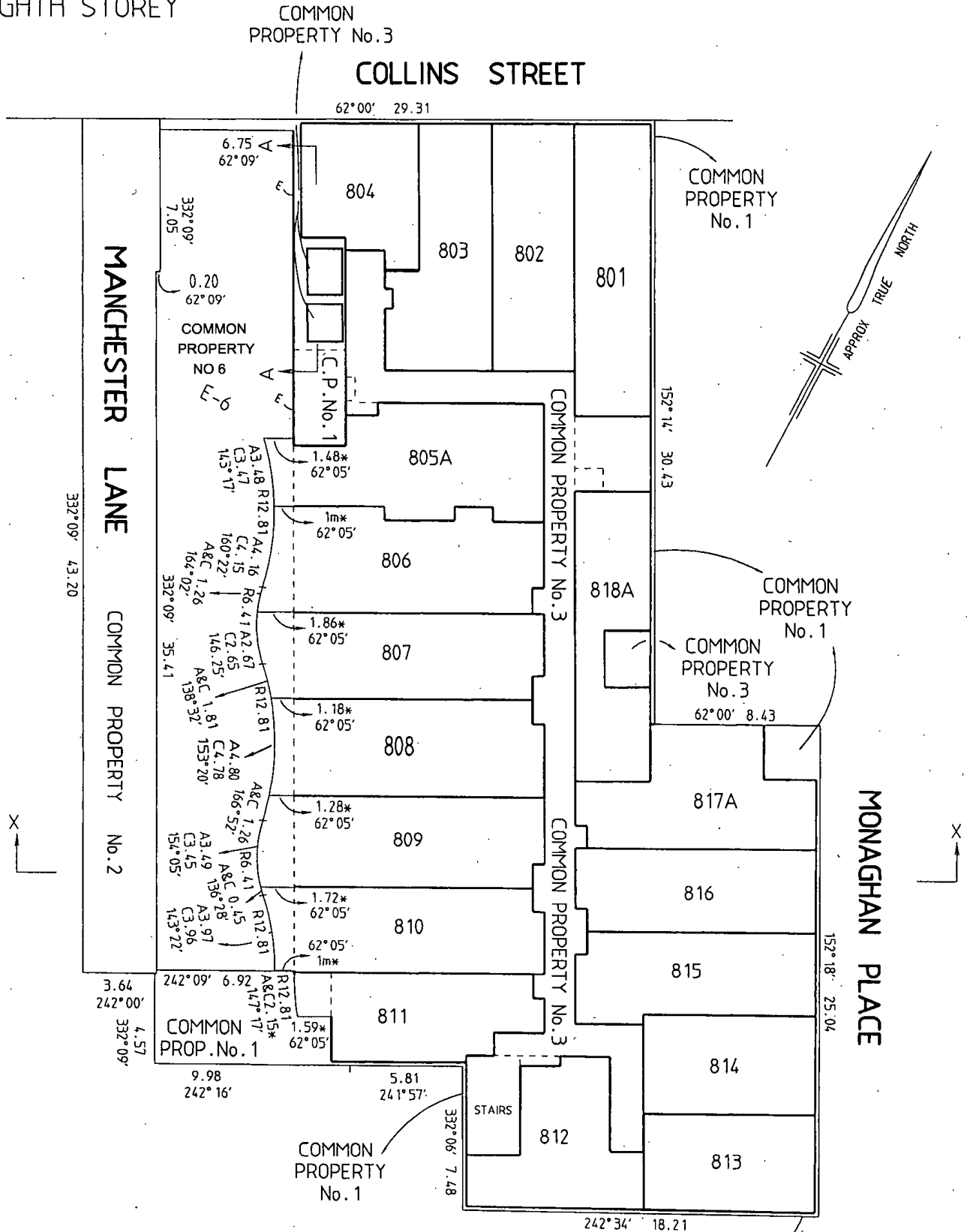
STAGE No.

PLAN NUMBER

# PLAN OF SUBDIVISION

## PS 339927A

### DIAGRAM 12 EIGHTH STOREY

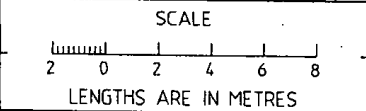


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 Melbourne 3000  
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 e-mail survey@reedscon.com.au  
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NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF WALLS

COMMON PROPERTY No. 1



ORIGINAL SCALE SHEET SIZE  
 1:200 A3

LICENSED SURVEYOR (PRINT) .....

SIGNATURE .....

DATE / /

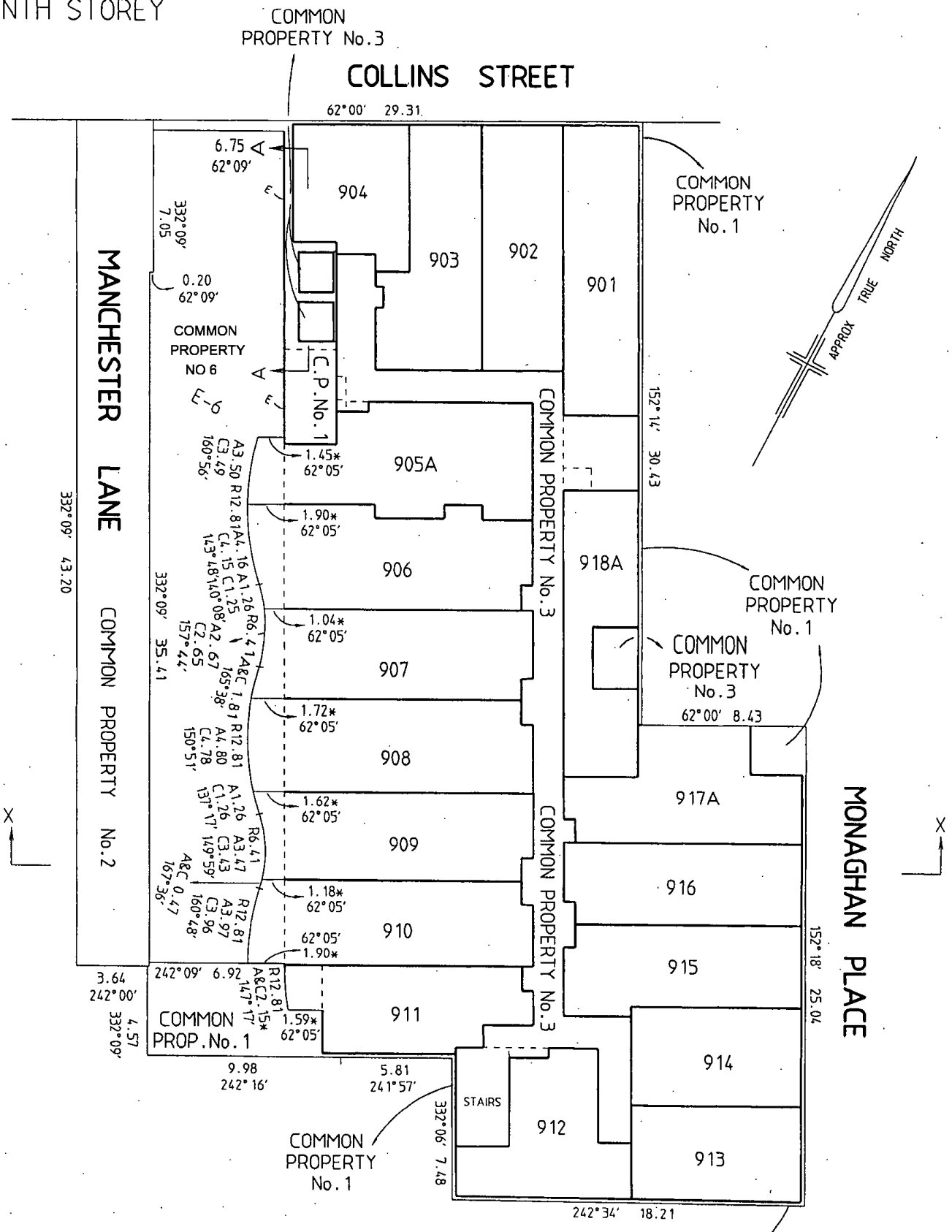
REF: 19404/COM VERSION: DATE: 12/08/08 COMM14.DGN

SHEET 15

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 13  
NINTH STOREY



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	NOTE: DIMENSIONS SHOWN THUS 2.43* ARE MEASURED TO THE FACE OF WALLS	

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

**PLAN OF SUBDIVISION**

**PS 339927A**

DIAGRAM 14  
TENTH STOREY

COMMON  
PROPERTY No.3

**COLLINS STREET**

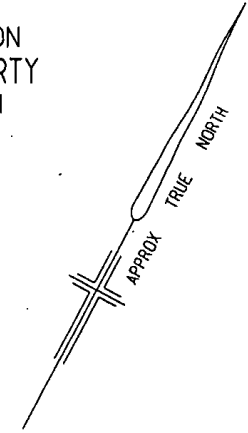
62°00' 29.31

COMMON  
PROPERTY  
No. 1

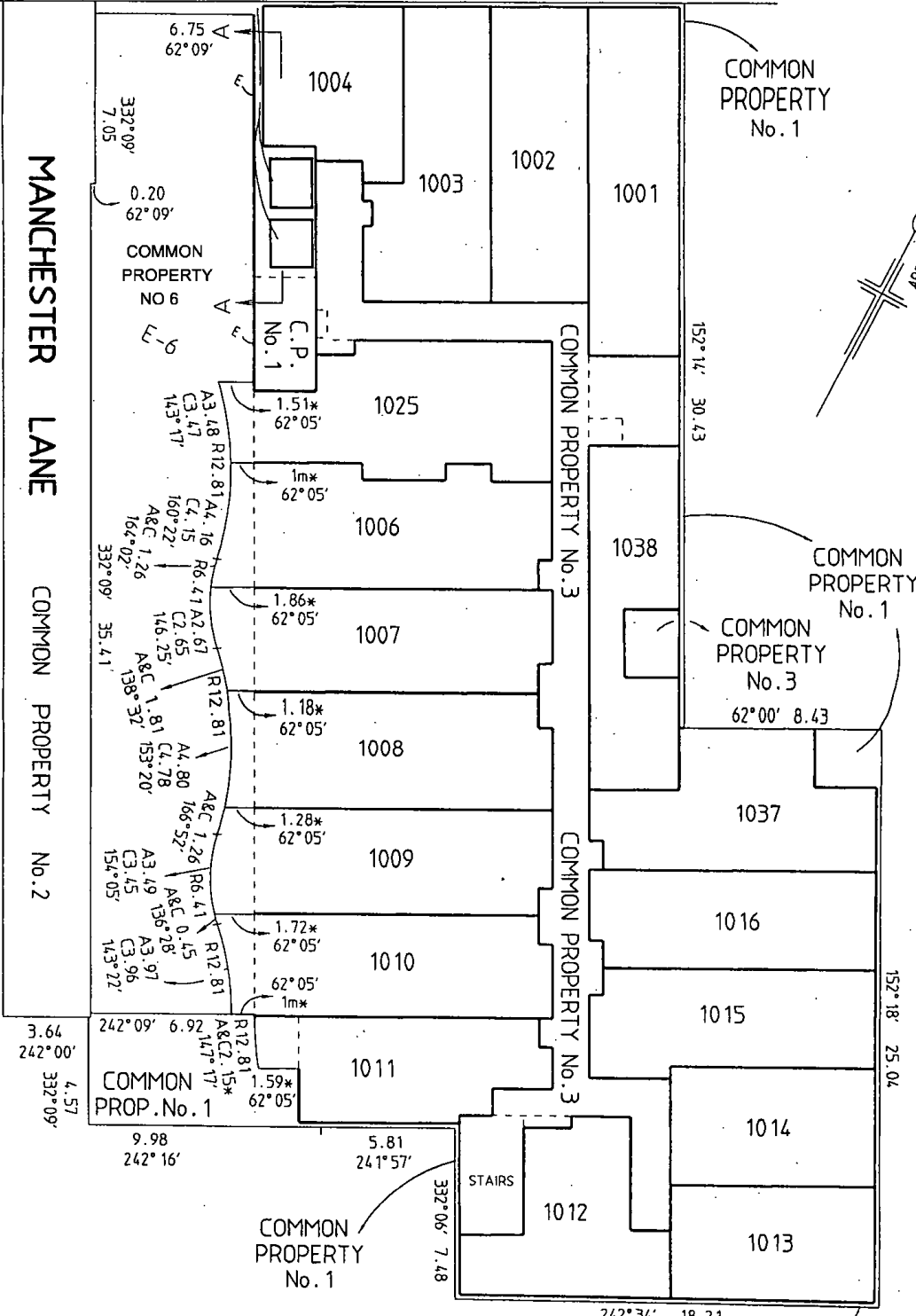
**MANCHESTER LANE**

332°09' 43.20

COMMON PROPERTY  
No.2



**MONAGHAN PLACE**



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 e-mail survey@reedscon.com.au

NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF WALLS

COMMON  
PROPERTY  
No. 1

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>		<p>ORIGINAL SHEET SCALE</p> <p>1:200</p> <p>A3</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>SIGNATURE .....</p> <p>DATE / /</p> <p>REF: 19404/COM VERSION: DATE: 12/08/08 COMM16.DGN</p>	<p>SHEET 17</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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SUBDIVISION ACT 1988

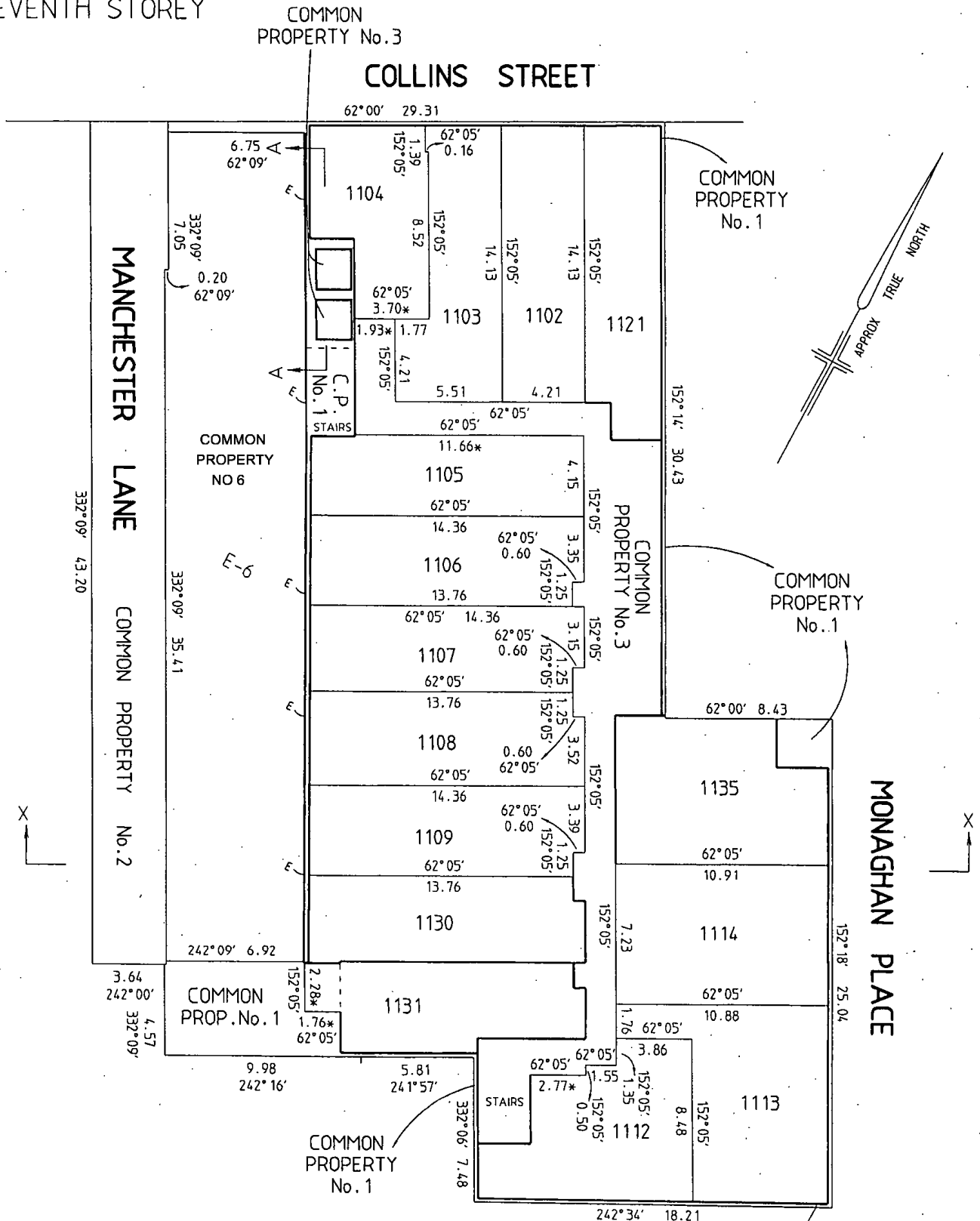
STAGE No.

PLAN NUMBER

**PLAN OF SUBDIVISION**

**PS 339927A**

DIAGRAM 15  
ELEVENTH STOREY



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<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:200 A3</p>	<p>LICENSED SURVEYOR (PRINT) .....</p> <p>SIGNATURE .....</p> <p>REF: 19404/COM VERSION: DATE: 12/08/08</p>	<p>SHEET 18</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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SUBDIVISION ACT 1988

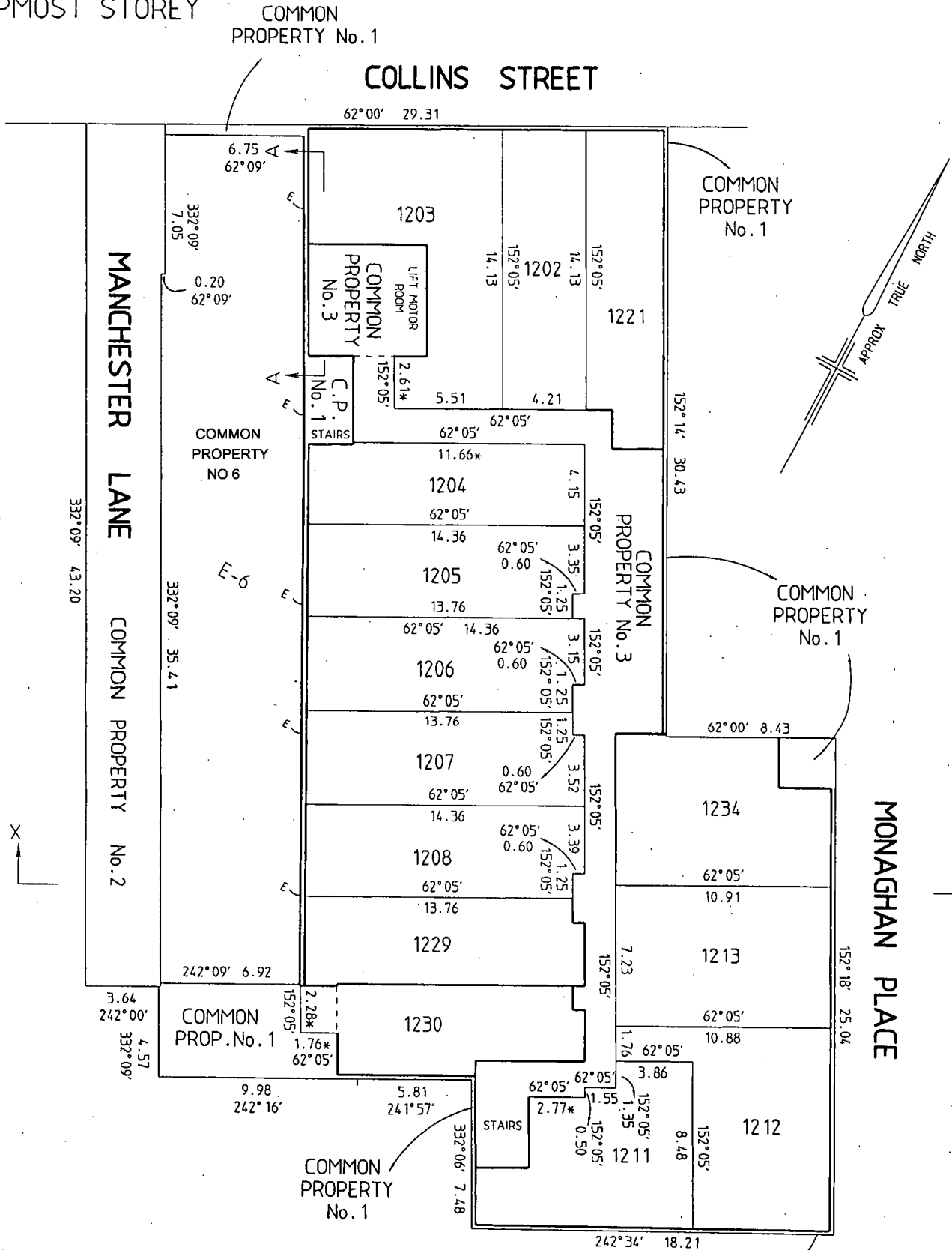
STAGE No.

PLAN NUMBER

**PLAN OF SUBDIVISION**

**PS 339927A**

DIAGRAM 16  
TOPMOST STOREY



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NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF WALLS

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>1:200</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>SIGNATURE</p> <p>REF: 19404/COM VERSION: DATE: 12/08/08 COMM18.DGN</p>	<p>SHEET 19</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>DATE / /</p>			<p>DATE / /</p>

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

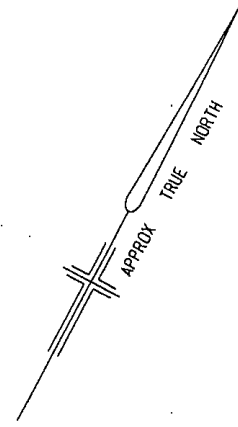
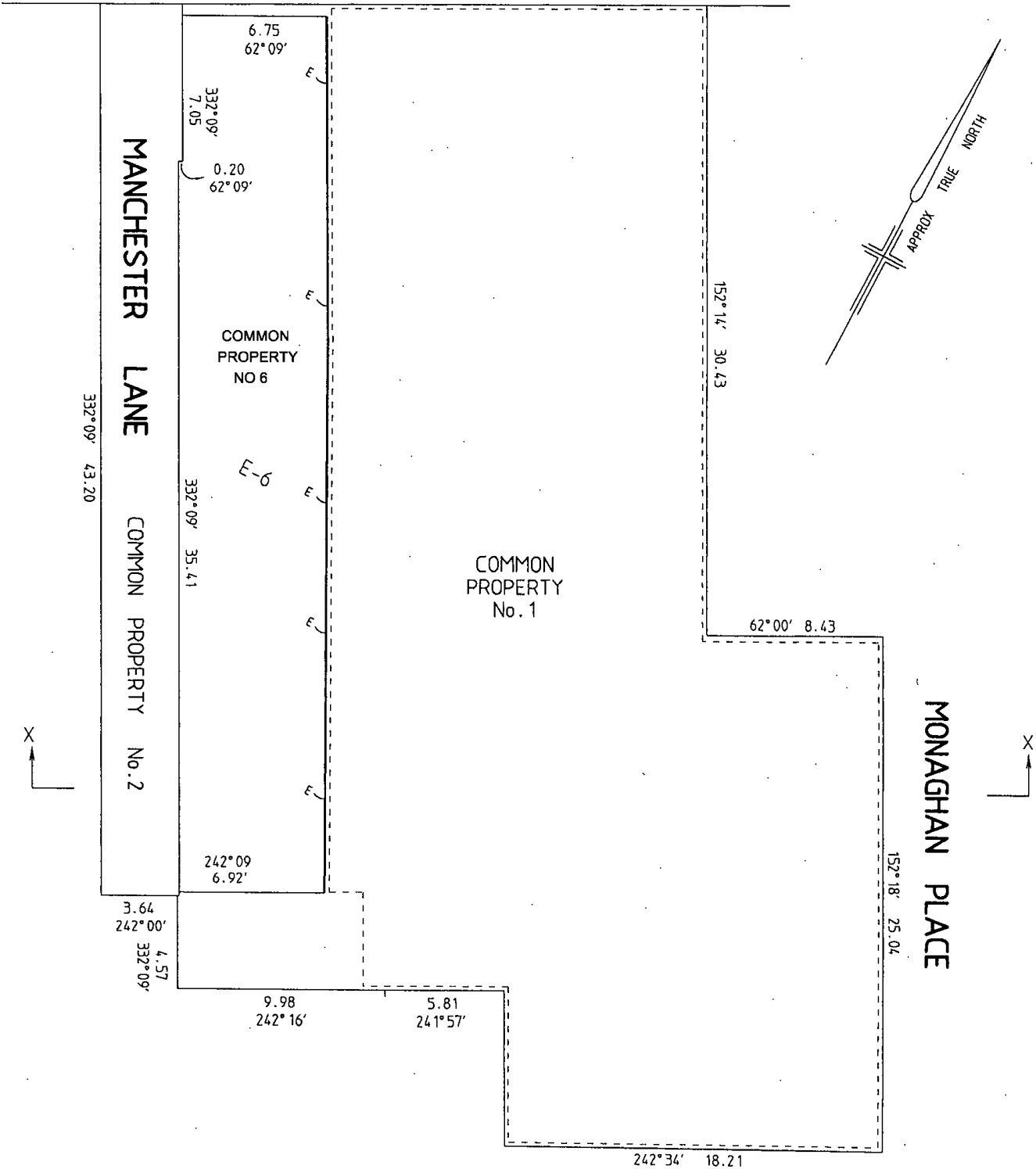
**PLAN OF SUBDIVISION**

**PS 339927A**

DIAGRAM 17  
ROOF LEVEL

**COLLINS STREET**

62°00' 29.31



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 e-mail survey@reedscon.com.au  
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SCALE

LENGTHS ARE IN METRES

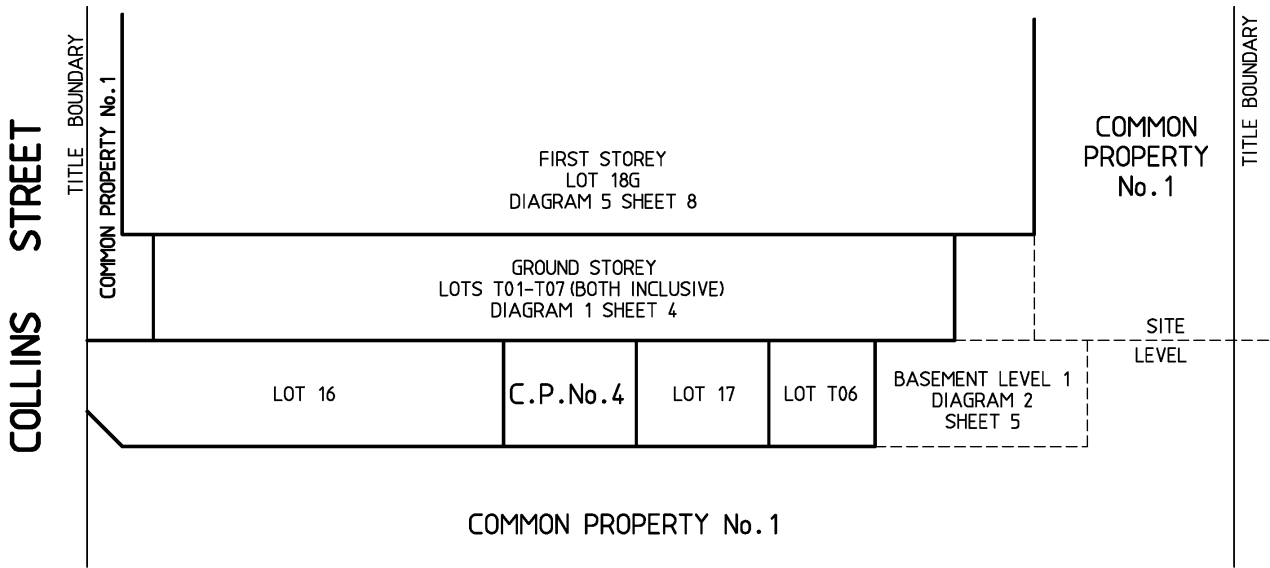
ORIGINAL SCALE SHEET SIZE  
 1:200 A3

LICENSED SURVEYOR (PRINT) .....  
 SIGNATURE ..... DATE / /  
 REF: 19404/COM VERSION: DATE: 12/08/08 COMM19.DGN

SHEET 20  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

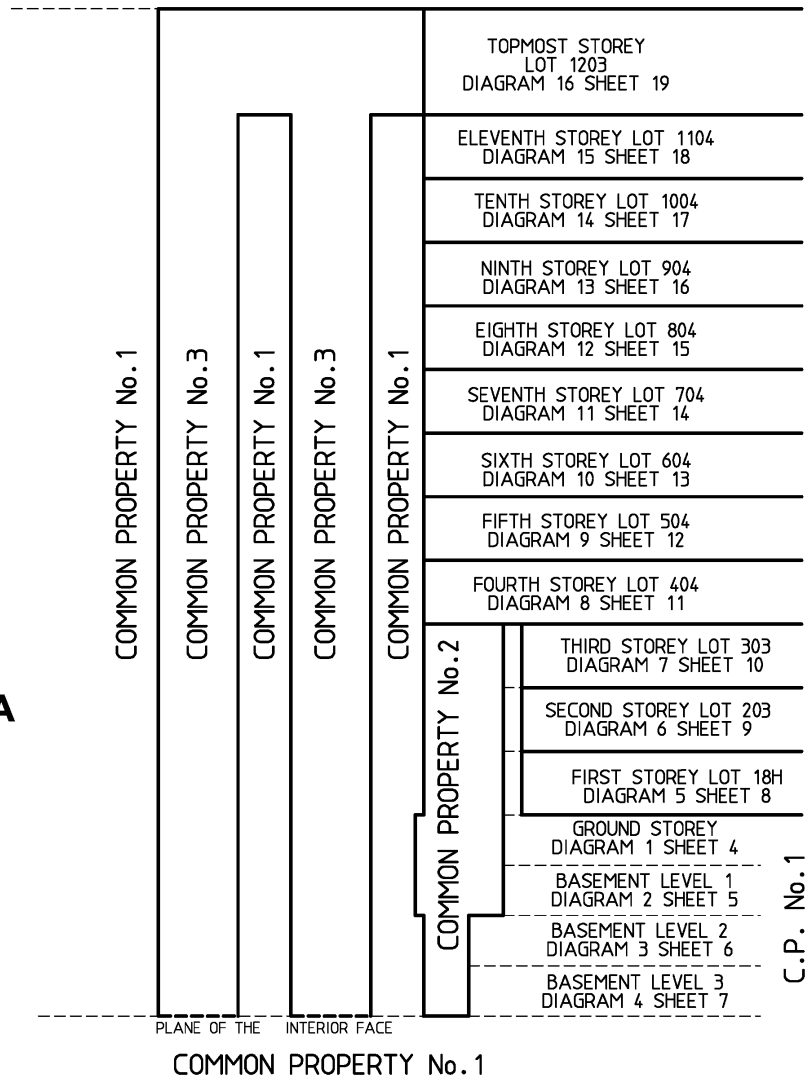
**PLAN NUMBER  
PS339927A**

**CROSS SECTION F-F**  
NOT TO SCALE



**COMMON PROPERTY No. 1**

**CROSS SECTION A-A**  
NOT TO SCALE



REF: **19404/17CPD A**    VERSION: **A**    DATE: 13/11/23  
19404-17CPD-M-A.DGN

NOT TO SCALE

ORIGINAL SHEET  
SIZE A3

SHEET 21



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Lvl 16, 501 Swanston Street  
Melbourne Victoria 3000  
p [03] 8660 3000  
www.reedsconsulting.com.au  
survey@reedsconsulting.com.au

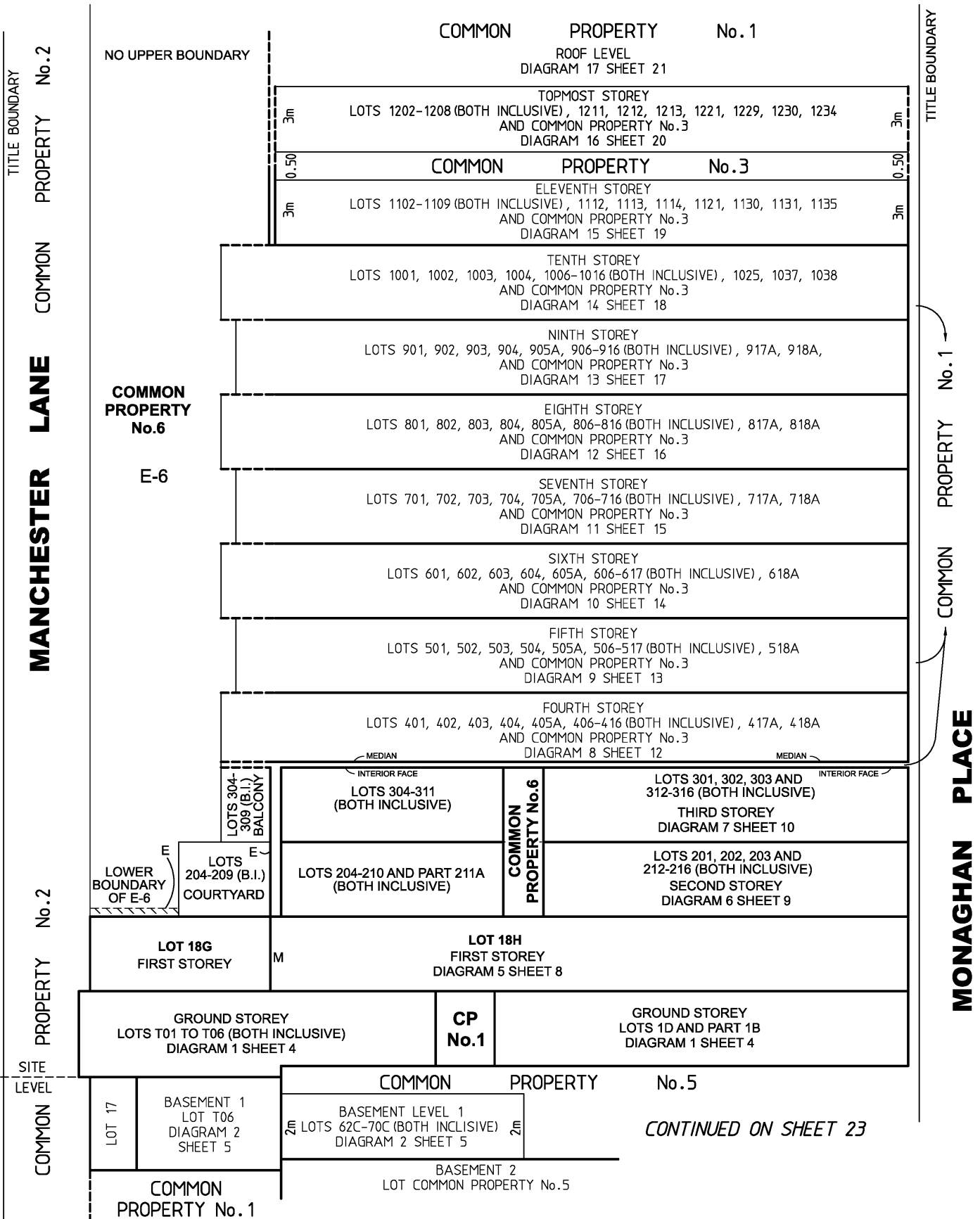
LICENSED SURVEYOR  
**ALAN DAVID NORMAN**

# TYPICAL ELEVATION X-X

NOT TO SCALE

(SEE SHEET 23 FOR CONTINUATION)

PLAN NUMBER  
**PS339927A**



SUBDIVISION ACT 1988

STAGE No.

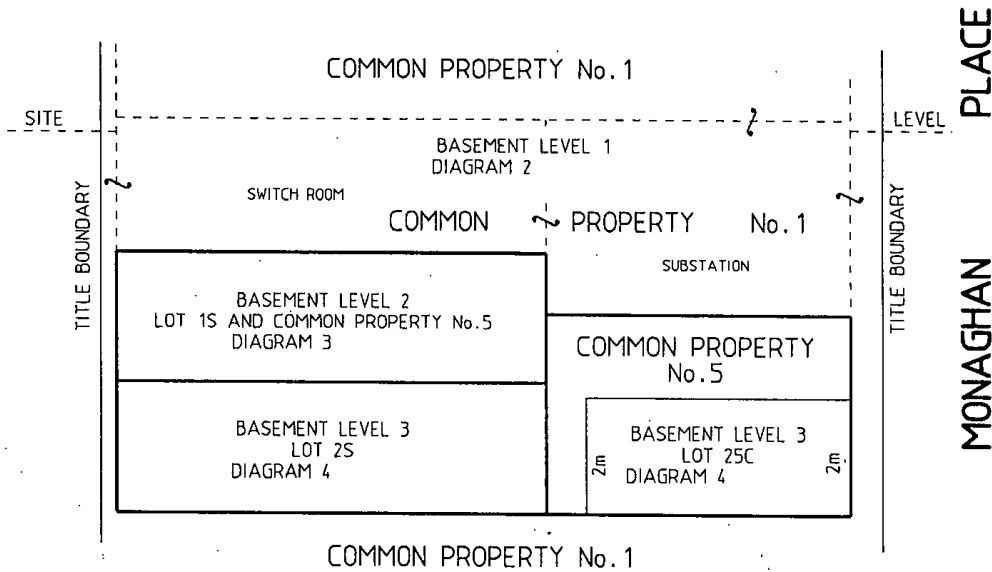
PLAN NUMBER

**PLAN OF SUBDIVISION**

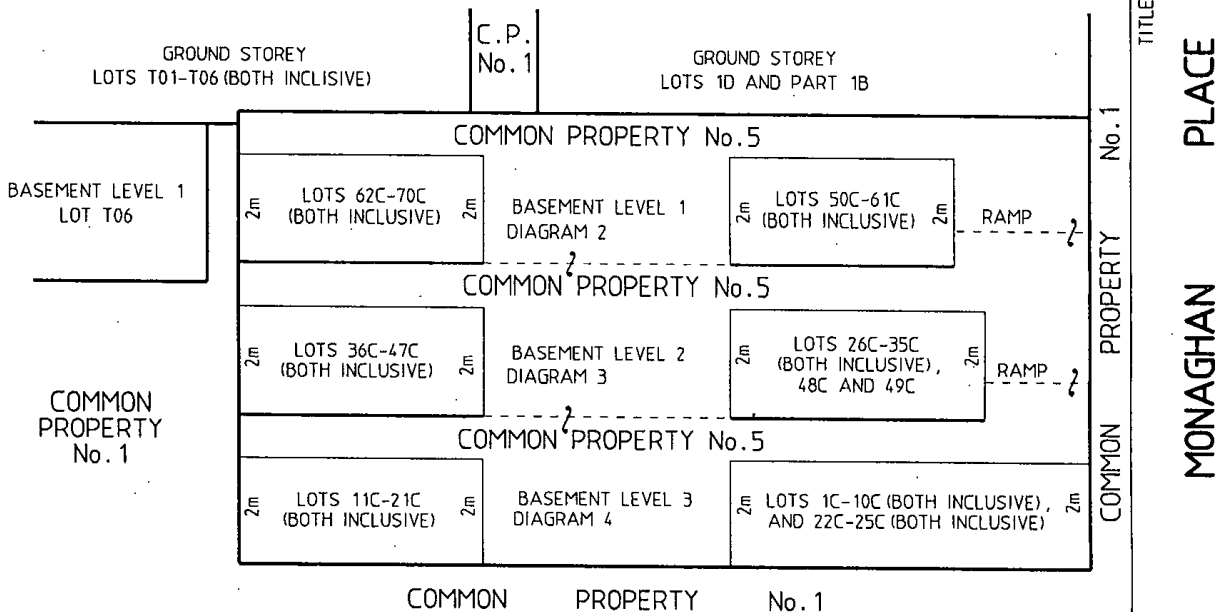
**PS 339927A**

TYPICAL ELEVATION Z-Z

NOT TO SCALE



CONTINUED SEE SHEET 22



TYPICAL ELEVATION X-X

NOT TO SCALE

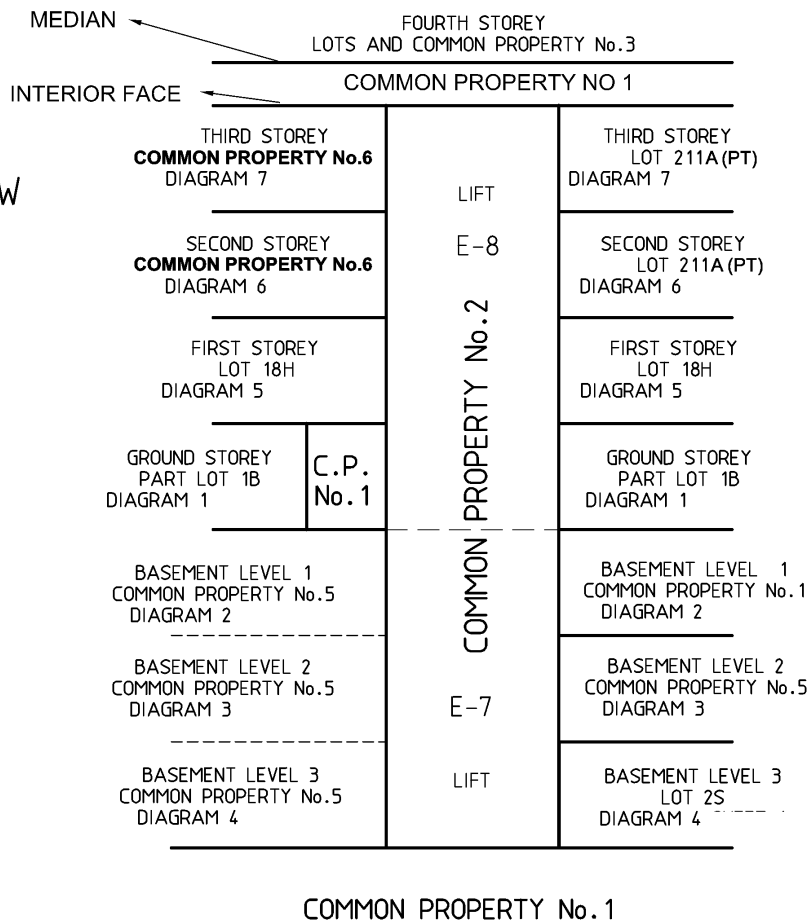
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SCALE NOT TO SCALE	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) .....	SHEET 23
		SIGNATURE .....	DATE / /
		REF: 19404/COM VERSION: DATE: 12/08/08 COMM22.DGN	DATE / / COUNCIL DELEGATE SIGNATURE

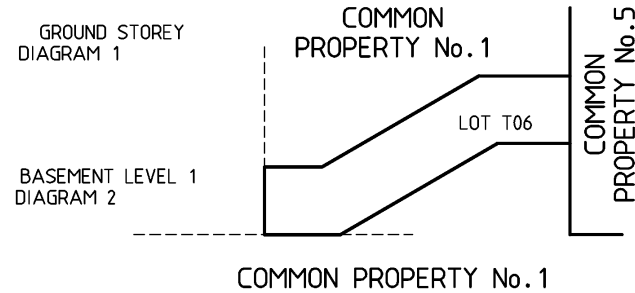
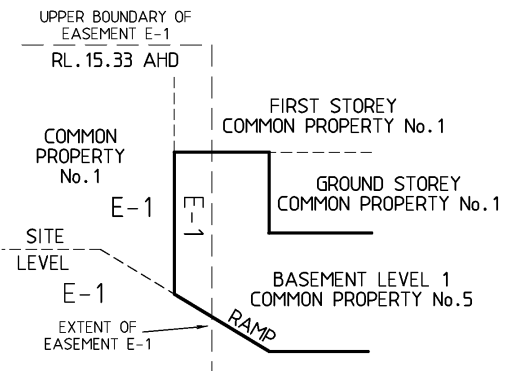
### CROSS SECTION W-W

NOT TO SCALE



### CROSS SECTION Y-Y

NOT TO SCALE



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	LAND SURVEYORS + CIVIL ENGINEERS + DEVELOPMENT CONSULTANTS		

### CROSS SECTION C-C

NOT TO SCALE

SCALE NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) ..... SIGNATURE ..... DATE / / REF: 19404/COM VERSION: DATE: 12/02/14 W-WCOM.DGN	SHEET 24 DATE / / COUNCIL DELEGATE SIGNATURE
--	---------------------------------------	--	--

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER  
**PS 339927A**

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 12 & COM.PROP. No.1	LOTS 16,17,18 & ADDIT.COM.PROP. No.4	AMENDMENT (SECTION 32 SUBD. ACT 1988)	V 588143U	19/11/98	12.00 NOON	2	GSN
LOTS 4-11,18,COM.PROP. Nos.1,2, & 3	SEE AMENDMENT PLAN	AMENDMENT (SECTION 32 SUBD. ACT 1988)	W 704542L	8/6/2000	9.30 am	3	GSN
LOT B	LOTS 1201-1214 ADDIT.COM.PROP.Nos.1 & 2	AMENDMENT (SECTION 32 SUBD. ACT 1988)	W 704556T	8/6/2000	9.30 am	3	GSN
LOT A	LOTS 1101-1115, ADDIT.COM.PROP.Nos.1 & 3	AMENDMENT (SECTION 32 SUBD. ACT 1988)	W 704555W	8/6/2000	9.30 am	3	GSN
LOTS 18A,405,417,418,505,518,605,618,705,717,718,805,817,818,905,917,918,1005,1017,1018,1101,1110,1111,1115,1201,1209,1210,1214 & COMMON PROPERTIES 1&3	LOTS 18B,405A,417A,418A,505A,518,605A,618A,705A,717A,718A,805A,817A,818A,905A,917A,918A,1025,1037,1038,1121,1130,1131,1135,1221,1229,1230,1234 & COMMON PROPERTIES No 1 & 3	AMENDMENT (SEC.32 SUBD.ACT 1988)	X373182T	01/05/2001	2.30PM	4	
		APPURTENANT EASEMENT NOTATION	X419686B			5	
THIS PLAN		SPECIAL RULES RECORDED	X419685E	21/7/2001	4.00pm	6	GSN
WARNING: THE IMAGE OF THIS PLAN /DOCUMENT HAS BEEN DIGITALLY AMENDED NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT							
LOTS 13,14,15 & PART OF COMMON PROPERTY No.1	LOTS 1C-70C(BI),1S,2S,COMMON PROPERTY No.5 & ADDITIONAL COMMON PROPERT No.2	AMENDMENT SEC.32 SUB. ACT 1988	PS339927A/D1	30/05/02	2.35PM	7	Greg newman





# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1  
PLAN NO. PS339927A**

The land in PS339927A is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 6, Lots 1B, 1C, 1D, 1S, 2C, 2S, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, 11C, 12C, 13C, 14C, 15C, 16, 16C, 17, 17C, 18C, 18G, 18H, 19C, 20C, 21C, 22C, 23C, 24C, 25C, 26C, 27C, 28C, 29C, 30C, 31C, 32C, 33C, 34C, 35C, 36C, 37C, 38C, 39C, 40C, 41C, 42C, 43C, 44C, 45C, 46C, 47C, 48C, 49C, 50C, 51C, 52C, 53C, 54C, 55C, 56C, 57C, 58C, 59C, 60C, 61C, 62C, 63C, 64C, 65C, 66C, 67C, 68C, 69C, 70C, 201 - 210, 211A, 212 - 216, 301 - 310, 312 - 316, 401 - 404, 405A, 406 - 416, 417A, 418A, 501 - 504, 505A, 506 - 517, 518A, 601 - 604, 605A, 606 - 617, 618A, 701 - 704, 705A, 706 - 716, 717A, 718A, 801 - 804, 805A, 806 - 816, 817A, 818A, 901 - 904, 905A, 906 - 916, 917A, 918A, 1001 - 1004, 1006 - 1016, 1025, 1037, 1038, 1102 - 1109, 1112 - 1114, 1121, 1130, 1131, 1135, 1202 - 1208, 1211 - 1213, 1221, 1229, 1230, 1234, T01, T02, T03, T04, T05, T06, T07.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

TURNBULL COOK BCM LEVEL 10 606 ST KILDA ROAD MELBOURNE VIC 3004

AM249227F 14/10/2015

### 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. X419685E 02/07/2001

### Additional Owners Corporation Information:

NIL

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. All lots on this Plan are entitled to use Common Property No. 1. ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.2.



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### 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 5	0	0
Common Property 6	0	0
Lot 1B	896	896
Lot 1C	9	9
Lot 1D	384	384
Lot 1S	1	1
Lot 2C	9	9
Lot 2S	2	2
Lot 3C	9	9
Lot 4C	9	9
Lot 5C	9	9
Lot 6C	9	9
Lot 7C	9	9
Lot 8C	9	9
Lot 9C	9	9
Lot 10C	13	13
Lot 11C	9	9
Lot 12C	9	9
Lot 13C	9	9
Lot 14C	9	9
Lot 15C	9	9
Lot 16	30	30
Lot 16C	9	9
Lot 17	20	20
Lot 17C	9	9



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 18C	9	9
Lot 18G	68	68
Lot 18H	233	233
Lot 19C	9	9
Lot 20C	9	9
Lot 21C	9	9
Lot 22C	9	9
Lot 23C	13	13
Lot 24C	13	13
Lot 25C	2	2
Lot 26C	9	9
Lot 27C	9	9
Lot 28C	9	9
Lot 29C	9	9
Lot 30C	9	9
Lot 31C	9	9
Lot 32C	9	9
Lot 33C	9	9
Lot 34C	9	9
Lot 35C	13	13
Lot 36C	9	9
Lot 37C	9	9
Lot 38C	9	9
Lot 39C	9	9
Lot 40C	9	9
Lot 41C	9	9
Lot 42C	9	9
Lot 43C	9	9
Lot 44C	9	9



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 45C	9	9
Lot 46C	9	9
Lot 47C	13	13
Lot 48C	9	9
Lot 49C	9	9
Lot 50C	9	9
Lot 51C	9	9
Lot 52C	9	9
Lot 53C	9	9
Lot 54C	9	9
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Lot 56C	9	9
Lot 57C	9	9
Lot 58C	9	9
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Lot 61C	13	13
Lot 62C	9	9
Lot 63C	9	9
Lot 64C	9	9
Lot 65C	9	9
Lot 66C	9	9
Lot 67C	9	9
Lot 68C	9	9
Lot 69C	9	9
Lot 70C	9	9
Lot 201	52	52
Lot 202	49	49
Lot 203	50	50



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 204	47	47
Lot 205	58	58
Lot 206	58	58
Lot 207	58	58
Lot 208	47	47
Lot 209	48	48
Lot 210	32	32
Lot 211A	55	55
Lot 212	33	33
Lot 213	31	31
Lot 214	41	41
Lot 215	42	42
Lot 216	33	33
Lot 301	52	52
Lot 302	50	50
Lot 303	50	50
Lot 304	45	45
Lot 305	56	56
Lot 306	56	56
Lot 307	56	56
Lot 308	45	45
Lot 309	46	46
Lot 310	33	33
Lot 312	33	33
Lot 313	31	31
Lot 314	42	42
Lot 315	43	43
Lot 316	33	33
Lot 401	36	36



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 402	33	33
Lot 403	35	35
Lot 404	28	28
Lot 405A	39	39
Lot 406	35	35
Lot 407	34	34
Lot 408	34	34
Lot 409	34	34
Lot 410	34	34
Lot 411	30	30
Lot 412	32	32
Lot 413	29	29
Lot 414	29	29
Lot 415	33	33
Lot 416	33	33
Lot 417A	34	34
Lot 418A	32	32
Lot 501	36	36
Lot 502	31	31
Lot 503	35	35
Lot 504	29	29
Lot 505A	40	40
Lot 506	36	36
Lot 507	34	34
Lot 508	34	34
Lot 509	34	34
Lot 510	34	34
Lot 511	30	30
Lot 512	33	33



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 513	30	30
Lot 514	30	30
Lot 515	34	34
Lot 516	34	34
Lot 517	35	35
Lot 518A	33	33
Lot 601	36	36
Lot 602	34	34
Lot 603	35	35
Lot 604	29	29
Lot 605A	40	40
Lot 606	36	36
Lot 607	34	34
Lot 608	34	34
Lot 609	34	34
Lot 610	34	34
Lot 611	30	30
Lot 612	33	33
Lot 613	30	30
Lot 614	30	30
Lot 615	34	34
Lot 616	34	34
Lot 617	35	35
Lot 618A	33	33
Lot 701	37	37
Lot 702	34	34
Lot 703	36	36
Lot 704	29	29
Lot 705A	40	40



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 706	36	36
Lot 707	35	35
Lot 708	35	35
Lot 709	35	35
Lot 710	35	35
Lot 711	31	31
Lot 712	33	33
Lot 713	30	30
Lot 714	30	30
Lot 715	34	34
Lot 716	34	34
Lot 717A	35	35
Lot 718A	33	33
Lot 801	37	37
Lot 802	34	34
Lot 803	36	36
Lot 804	29	29
Lot 805A	40	40
Lot 806	36	36
Lot 807	35	35
Lot 808	35	35
Lot 809	35	35
Lot 810	35	35
Lot 811	31	31
Lot 812	33	33
Lot 813	30	30
Lot 814	30	30
Lot 815	34	34
Lot 816	34	34



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 817A	35	35
Lot 818A	33	33
Lot 901	37	37
Lot 902	35	35
Lot 903	36	36
Lot 904	30	30
Lot 905A	41	41
Lot 906	37	37
Lot 907	35	35
Lot 908	35	35
Lot 909	35	35
Lot 910	35	35
Lot 911	31	31
Lot 912	34	34
Lot 913	31	31
Lot 914	31	31
Lot 915	35	35
Lot 916	35	35
Lot 917A	36	36
Lot 918A	34	34
Lot 1001	37	37
Lot 1002	35	35
Lot 1003	36	36
Lot 1004	30	30
Lot 1006	37	37
Lot 1007	35	35
Lot 1008	35	35
Lot 1009	35	35
Lot 1010	35	35



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1011	31	31
Lot 1012	34	34
Lot 1013	31	31
Lot 1014	31	31
Lot 1015	35	35
Lot 1016	35	35
Lot 1025	41	41
Lot 1037	36	36
Lot 1038	34	34
Lot 1102	35	35
Lot 1103	37	37
Lot 1104	30	30
Lot 1105	36	36
Lot 1106	36	36
Lot 1107	36	36
Lot 1108	36	36
Lot 1109	36	36
Lot 1112	38	38
Lot 1113	36	36
Lot 1114	38	38
Lot 1121	38	38
Lot 1130	36	36
Lot 1131	36	36
Lot 1135	37	37
Lot 1202	35	35
Lot 1203	39	39
Lot 1204	36	36
Lot 1205	36	36
Lot 1206	36	36



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1207	36	36
Lot 1208	36	36
Lot 1211	38	38
Lot 1212	36	36
Lot 1213	38	38
Lot 1221	38	38
Lot 1229	36	36
Lot 1230	36	36
Lot 1234	37	37
Lot T01	78	78
Lot T02	78	78
Lot T03	77	77
Lot T04	77	77
Lot T05	78	78
Lot T06	92	92
Lot T07	498	498
<b>Total</b>	<b>9989.00</b>	<b>9989.00</b>

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 Transport and Planning

## Owners Corporation Search Report

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Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS339927A**

The land in PS339927A is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 1B, 1D, 16, 17, 18G, 18H, 201 - 210, 211A, 212 - 216, 301 - 310, 312 - 316, T01, T02, T03, T04, T05, T06, T07.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

TURNBULL COOK BCM LEVEL 10 606 ST KILDA ROAD MELBOURNE VIC 3004

AM249227F 14/10/2015

### 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. AK928791G 26/02/2014

### Additional Owners Corporation Information:

NIL

### Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1. FOLIO OF THE REGISTER FOR COMMON PROPERTY No.2 IS IN THE NAME OF OWNERS CORPORATION 1

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1B	1355	1497
Lot 1D	580	641
Lot 16	500	500
Lot 17	500	500



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 2  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 18G	764	860
Lot 18H	2596	2923
Lot 201	110	121
Lot 202	104	114
Lot 203	105	116
Lot 204	97	108
Lot 205	116	129
Lot 206	116	129
Lot 207	116	129
Lot 208	101	112
Lot 209	103	113
Lot 210	87	96
Lot 211A	168	186
Lot 212	88	97
Lot 213	84	93
Lot 214	98	108
Lot 215	101	111
Lot 216	90	99
Lot 301	110	121
Lot 302	104	114
Lot 303	105	116
Lot 304	97	108
Lot 305	116	129
Lot 306	116	129
Lot 307	116	129
Lot 308	101	112
Lot 309	103	113
Lot 310	87	96
Lot 312	88	97



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 313	84	93
Lot 314	98	108
Lot 315	101	111
Lot 316	90	99
Lot T01	171	192
Lot T02	189	213
Lot T03	161	182
Lot T04	156	176
Lot T05	242	272
Lot T06	408	459
Lot T07	513	577
<b>Total</b>	<b>11335.00</b>	<b>12528.00</b>

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 Transport and Planning

## Owners Corporation Search Report

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Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 3  
PLAN NO. PS339927A**

The land in PS339927A is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 3, Lots 401 - 404, 405A, 406 - 416, 417A, 418A, 501 - 504, 505A, 506 - 517, 518A, 601 - 604, 605A, 606 - 617, 618A, 701 - 704, 705A, 706 - 716, 717A, 718A, 801 - 804, 805A, 806 - 816, 817A, 818A, 901 - 904, 905A, 906 - 916, 917A, 918A, 1001 - 1004, 1006 - 1016, 1025, 1037, 1038, 1102 - 1109, 1112 - 1114, 1121, 1130, 1131, 1135, 1202 - 1208, 1211 - 1213, 1221, 1229, 1230, 1234.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

TURNBULL COOK BCM LEVEL 10 606 ST KILDA ROAD MELBOURNE VIC 3004

AM249227F 14/10/2015

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

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

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 401	198	57
Lot 402	173	50
Lot 403	186	54
Lot 404	134	39



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 3  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405A	239	69
Lot 406	237	68
Lot 407	202	58
Lot 408	228	66
Lot 409	210	61
Lot 410	210	61
Lot 411	163	47
Lot 412	170	49
Lot 413	152	44
Lot 414	150	43
Lot 415	180	52
Lot 416	172	50
Lot 417A	181	52
Lot 418A	169	49
Lot 501	198	57
Lot 502	173	50
Lot 503	186	54
Lot 504	134	39
Lot 505A	235	68
Lot 506	233	67
Lot 507	209	60
Lot 508	218	63
Lot 509	219	63
Lot 510	206	59
Lot 511	163	47
Lot 512	150	43
Lot 513	148	43
Lot 514	151	44
Lot 515	173	50



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 3  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 516	172	50
Lot 517	202	58
Lot 518A	177	51
Lot 601	198	57
Lot 602	173	50
Lot 603	186	54
Lot 604	134	39
Lot 605A	239	69
Lot 606	237	68
Lot 607	202	58
Lot 608	228	66
Lot 609	210	61
Lot 610	210	61
Lot 611	163	47
Lot 612	170	49
Lot 613	152	44
Lot 614	150	43
Lot 615	180	52
Lot 616	172	50
Lot 617	181	52
Lot 618A	169	49
Lot 701	198	57
Lot 702	173	50
Lot 703	186	54
Lot 704	134	39
Lot 705A	235	68
Lot 706	233	67
Lot 707	209	60
Lot 708	218	63



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 3  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 709	219	63
Lot 710	206	59
Lot 711	163	47
Lot 712	150	43
Lot 713	148	43
Lot 714	151	44
Lot 715	173	50
Lot 716	172	50
Lot 717A	202	58
Lot 718A	177	51
Lot 801	198	57
Lot 802	173	50
Lot 803	186	54
Lot 804	134	39
Lot 805A	239	69
Lot 806	237	68
Lot 807	202	58
Lot 808	228	66
Lot 809	210	61
Lot 810	210	61
Lot 811	163	47
Lot 812	170	49
Lot 813	152	44
Lot 814	150	43
Lot 815	180	52
Lot 816	172	50
Lot 817A	181	52
Lot 818A	169	49
Lot 901	198	57



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 3  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 902	173	50
Lot 903	186	54
Lot 904	134	39
Lot 905A	235	68
Lot 906	233	67
Lot 907	209	60
Lot 908	218	63
Lot 909	219	63
Lot 910	206	59
Lot 911	163	47
Lot 912	150	43
Lot 913	148	43
Lot 914	151	44
Lot 915	173	50
Lot 916	172	50
Lot 917A	202	58
Lot 918A	177	51
Lot 1001	198	57
Lot 1002	173	50
Lot 1003	186	54
Lot 1004	134	39
Lot 1006	237	68
Lot 1007	202	58
Lot 1008	228	66
Lot 1009	210	61
Lot 1010	210	61
Lot 1011	163	47
Lot 1012	170	49
Lot 1013	152	44



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 3  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1014	150	43
Lot 1015	180	52
Lot 1016	172	50
Lot 1025	239	69
Lot 1037	181	52
Lot 1038	169	49
Lot 1102	200	57
Lot 1103	201	57
Lot 1104	171	49
Lot 1105	195	56
Lot 1106	220	63
Lot 1107	207	59
Lot 1108	220	63
Lot 1109	216	61
Lot 1112	234	67
Lot 1113	264	75
Lot 1114	241	69
Lot 1121	213	61
Lot 1130	207	59
Lot 1131	198	56
Lot 1135	234	67
Lot 1202	204	58
Lot 1203	309	88
Lot 1204	199	57
Lot 1205	224	64
Lot 1206	211	60
Lot 1207	225	64
Lot 1208	221	63
Lot 1211	239	68



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 3**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1212	270	77
Lot 1213	247	71
Lot 1221	218	62
Lot 1229	212	61
Lot 1230	203	58
Lot 1234	240	69
<b>Total</b>	<b>29900.00</b>	<b>8613.00</b>

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 Transport and Planning

## Owners Corporation Search Report

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Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 4  
PLAN NO. PS339927A**

The land in PS339927A is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 4, Lots 16, 17.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

233-239 COLLINS STREET MELBOURNE VIC 3000

PS339927A 17/11/1997

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Members of Owners Corporation 4 are also affected by Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 16	500	500
Lot 17	500	500
<b>Total</b>	<b>1000.00</b>	<b>1000.00</b>

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.



# Department of Transport and Planning

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## Owners Corporation Search Report

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**OWNERS CORPORATION 4**  
**PLAN NO. PS339927A**

Statement End.



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 5**  
**PLAN NO. PS339927A**

The land in PS339927A is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 5, Lots 1C, 1S, 2C, 2S, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, 11C, 12C, 13C, 14C, 15C, 16C, 17C, 18C, 19C, 20C, 21C, 22C, 23C, 24C, 25C, 26C, 27C, 28C, 29C, 30C, 31C, 32C, 33C, 34C, 35C, 36C, 37C, 38C, 39C, 40C, 41C, 42C, 43C, 44C, 45C, 46C, 47C, 48C, 49C, 50C, 51C, 52C, 53C, 54C, 55C, 56C, 57C, 58C, 59C, 60C, 61C, 62C, 63C, 64C, 65C, 66C, 67C, 68C, 69C, 70C.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

TURNBULL COOK BCM LEVEL 10 606 ST KILDA ROAD MELBOURNE VIC 3004

AM249227F 14/10/2015

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

Members of Owners Corporation 5 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 5 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 5	0	0
Lot 1C	13	13
Lot 1S	20	20
Lot 2C	13	13
Lot 2S	20	20



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 5**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3C	13	13
Lot 4C	13	13
Lot 5C	13	13
Lot 6C	13	13
Lot 7C	13	13
Lot 8C	13	13
Lot 9C	13	13
Lot 10C	20	20
Lot 11C	13	13
Lot 12C	13	13
Lot 13C	13	13
Lot 14C	13	13
Lot 15C	13	13
Lot 16C	13	13
Lot 17C	13	13
Lot 18C	13	13
Lot 19C	13	13
Lot 20C	13	13
Lot 21C	13	13
Lot 22C	13	13
Lot 23C	20	20
Lot 24C	20	20
Lot 25C	21	21
Lot 26C	13	13
Lot 27C	13	13
Lot 28C	13	13
Lot 29C	13	13
Lot 30C	13	13
Lot 31C	13	13



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 5  
PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 32C	13	13
Lot 33C	13	13
Lot 34C	13	13
Lot 35C	20	20
Lot 36C	13	13
Lot 37C	13	13
Lot 38C	13	13
Lot 39C	13	13
Lot 40C	13	13
Lot 41C	13	13
Lot 42C	13	13
Lot 43C	13	13
Lot 44C	13	13
Lot 45C	13	13
Lot 46C	13	13
Lot 47C	20	20
Lot 48C	13	13
Lot 49C	13	13
Lot 50C	13	13
Lot 51C	13	13
Lot 52C	13	13
Lot 53C	13	13
Lot 54C	13	13
Lot 55C	13	13
Lot 56C	13	13
Lot 57C	13	13
Lot 58C	13	13
Lot 59C	13	13
Lot 60C	13	13



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:55 AM

**OWNERS CORPORATION 5**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 61C	20	20
Lot 62C	13	13
Lot 63C	13	13
Lot 64C	13	13
Lot 65C	13	13
Lot 66C	13	13
Lot 67C	13	13
Lot 68C	13	13
Lot 69C	13	13
Lot 70C	13	13
<b>Total</b>	<b>1000.00</b>	<b>1000.00</b>

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 Transport and Planning

## Owners Corporation Search Report

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Produced: 24/03/2026 10:31:56 AM

**OWNERS CORPORATION 6**  
**PLAN NO. PS339927A**

The land in PS339927A is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 6, Lots 201 - 210, 211A, 212 - 216, 301 - 310, 312 - 316.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

TURNBULL COOK BCM LEVEL 10 606 ST KILDA ROAD MELBOURNE VIC 3004

AM249227F 14/10/2015

### 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. AK924398F 25/02/2014

### Additional Owners Corporation Information:

OC020960E 13/02/2014

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10
Lot 205	10	10
Lot 206	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 24/03/2026 10:31:56 AM

**OWNERS CORPORATION 6**  
**PLAN NO. PS339927A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 207	10	10
Lot 208	10	10
Lot 209	10	10
Lot 210	10	10
Lot 211A	20	20
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10
Lot 216	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10
Lot 305	10	10
Lot 306	10	10
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10
Lot 310	10	10
Lot 312	10	10
Lot 313	10	10
Lot 314	10	10
Lot 315	10	10
Lot 316	10	10
<b>Total</b>	<b>320.00</b>	<b>320.00</b>

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.



# Department of Transport and Planning

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## Owners Corporation Search Report

Produced: 24/03/2026 10:31:56 AM

**OWNERS CORPORATION 6**  
**PLAN NO. PS339927A**

Statement End.

# Property Information

*Building Act 1993, Building Regulations 2018, Regulation 51.*



**CITY OF MELBOURNE**

GPO Box 1603

Melbourne VIC 3001

Telephone (03) 9658 9658

DX210487

ABN 55 370 219 287

25 March 2026

Landata  
PO Box 500  
EAST MELBOURNE VIC 3002

## Unit 216, Level 2, 233 Collins Street, MELBOURNE VIC 3000

Thank you for your building property application received 24 Mar 2026. Please find below the relevant information relating to your property enquiry.

### Building Permits issued within the last 10 years

**File Number:** BP-2019-143

Description of Work: Level 2 - Installation of Fire detection and alarm system

Permits/Certificates Issued:

Building Permit - 1214/20186576/0 03-Dec-2018

Certificate of Final Inspection - 20186576/0 21-May-2019

**File Number:** BP-2023-1183

Description of Work: Partial removal and installation of cladding including the installation of sprinklers to the existing canopy.

Permits/Certificates Issued:

Building Permit - 2116380137774 26-Jul-2023

Certificate of Final Inspection - BSU1214/2116380137774 23-Aug-2023

**File Number:** BP-2025-690

Description of Work: Proposed Rectification in Relation to Building Notice 1136555 Issued by the City of Melbourne

Permits/Certificates Issued:

Building Permit - 6267882315263 16-May-2025

### Outstanding Building Notices or Orders

The following Building Notices or Orders are outstanding on this property.

Building Order 163115 29-Oct-2018

Building Notice 1136555 18-Aug-2023

If you require more information on the above Building Notices or Orders please contact our Building Control Group on 03 9658 9658.

Please contact us if you have any queries or require any further information.

**Building Team** – Planning and Building Branch

Telephone (03) 9658 9658

Email [building@melbourne.vic.gov.au](mailto:building@melbourne.vic.gov.au)

Web [www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

Your Ref 80039131-029-6

Our Ref 260265

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations 2018*.
2. **Swimming pool and spa safety barriers**  
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
3. **Self contained smoke alarms**  
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.  
For further information please contact Council's Building Control team on 9658 9658.

**Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.**

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

CERTIFICATE NO: 231529  
DATE OF ISSUE: 24-Mar-2026  
YEAR ENDING: 30-Jun-2026

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

**Property situated at: Unit 216, Level 2, 233 Collins Street, MELBOURNE VIC 3000**

**Legal Description: Lot 216 PS339927A CT-11472/323**

**Valuation Date: 01-Jul-2025**

**Assessment No: 215724 6**

**Net Annual Value: 15,500 Capital Improved Value: 310,000 Site Value: 65,000**

**Owner recorded by Council: Beepee Property Pty Ltd**

**RATES AND CHARGES**  
**for the period 01/07/2025 to 30/06/2026**

	<b>Balance Owing</b>
General Rates	\$ 605.38
Emergency Services and Volunteers Fund	\$ 189.63
Waste Services	\$ 140.00
Total Rebates	\$ -18.16
<b>SUB TOTAL</b>	<b>\$ 916.85</b>
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -687.60

**TOTAL DUE \$ 229.25**

**The total due as shown on this certificate may change prior to settlement**

**Please note:** After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

## How to Pay

### By Mail

To GPO Box 2158  
Melbourne Vic 3001

### In person

Melbourne Town Hall  
Business Hours  
Monday to Friday  
Cash Payments not  
accepted. Card payment  
available.

### Phone and Internet

#### Mastercard or Visa only

**Tel:** Call 1300 130453  
**Internet:** www.melbourne.vic.gov.au/rates



Biller code: 79616  
Ref: 102157246

**Landata  
DX250639 MELBOURNE**

**OTHER INFORMATION**

**Local Government (General) Regulations**

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 270 of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A



Applicants Reference 80039131-028-9:260266

Authorised Officer \_\_\_\_\_

**Updates on this certificate will only be provided for a period of 90 days**

**For inquiries regarding this certificate:**

Phone: 9658 9759  
Email: [rates@melbourne.vic.gov.au](mailto:rates@melbourne.vic.gov.au)

**To lodge Notice of Acquisition/Disposition**

Mail: GPO Box 2158, Melbourne, VIC 3001  
Email: [propertydata@melbourne.vic.gov.au](mailto:propertydata@melbourne.vic.gov.au)



LANDATA COUNTER SERVICES  
LEVEL 13 697 COLLINS ST  
DOCKLANDS VIC 3008

## Information Statement Certificate

**Reference number**

80039131-034-0

**Statement number**

6503549579

**Date of Issue** 24 Mar 2026**Total amount**

**\$183.77**

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

**Property address** UN 216/233 COLLINS STREET, MELBOURNE VIC 3000

**Property number** 3875530000

**Lot on Plan** 216\PS339927

**Comments**

## Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billcode: **8789**  
Ref: **47909100006**  
Go to **bpay.com.au**  
@Registered to BPAY  
Pvt Ltd  
ABN 69 079 137 518

**Australia Post**

Billcode: **0362**  
Ref: **0479 0910 0006**

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



\*362 047909100006

# Annual Charges

## Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
<b>Residential Water Service Charge</b>	\$224.24	Quarterly	\$168.33	\$0.00
<b>Residential Sewer Service Charge</b>	\$297.98	Quarterly	\$223.69	\$0.00
<b>Parks</b>	\$89.79	Quarterly	\$67.40	\$0.00
<b>Waterways and Drainage</b>	\$125.00	Quarterly	\$93.82	\$0.00
<b>Total annual charges</b>	<b>\$737.01</b>		<b>\$553.24</b>	<b>\$0.00</b>

## Other charges and adjustments

<b>Service charges owing for previous financial years</b>	\$0.00
<b>Adjustments</b>	\$0.00
<b>Total charges and adjustment</b>	<b>\$0.00</b>

## Outstanding charges

<b>Current balance</b>	\$0.00
<b>Plus remainder service charges to be billed</b>	\$183.77
<b>Total charges</b>	<b>\$183.77</b>

### Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

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Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

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Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

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This installation is not supplied with water through a Greater Western Water meter.

## General Information

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If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - [www.com.au/information-statements](http://www.com.au/information-statements). Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Terence Alvares

General Manager, Customer Experience

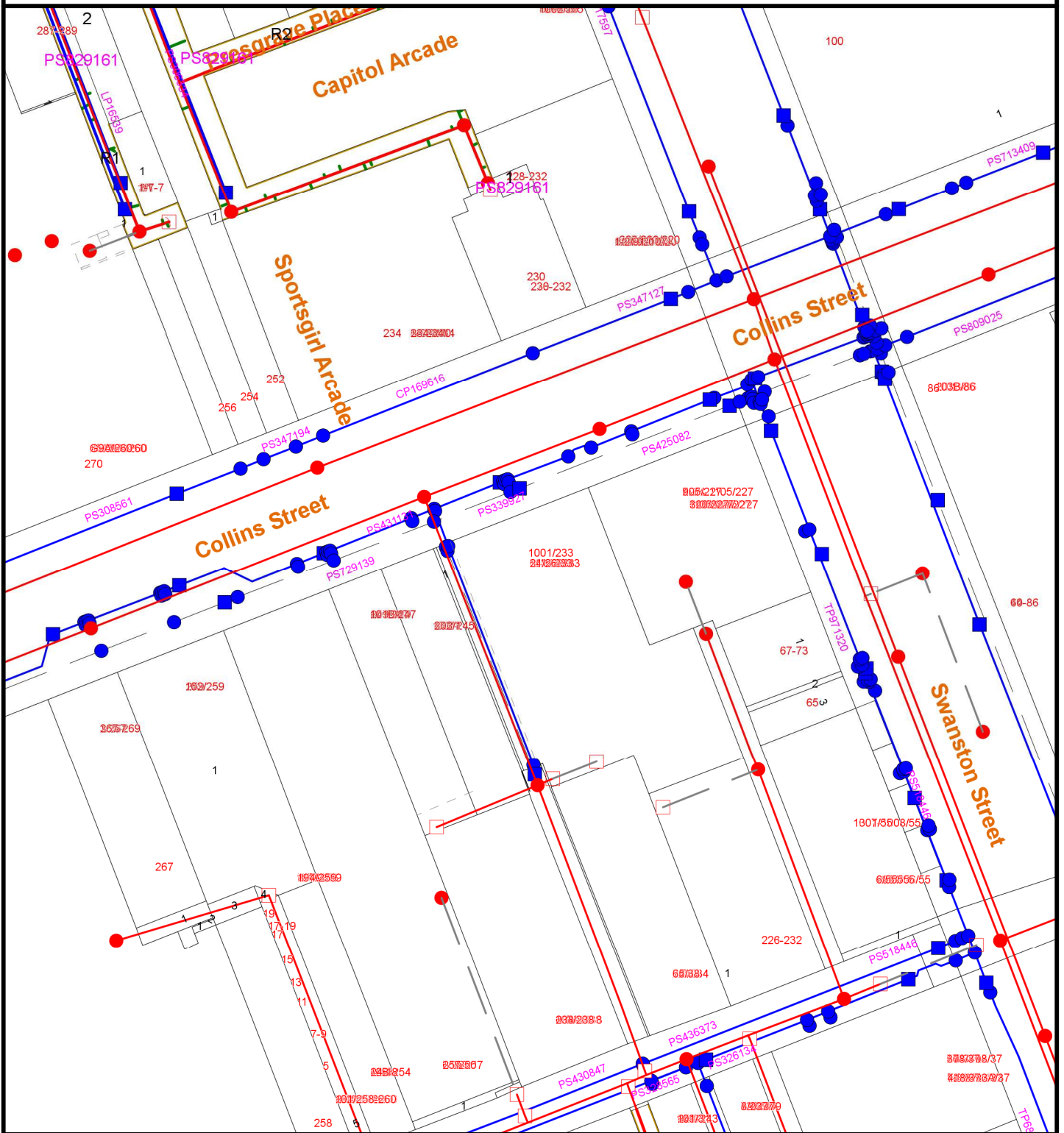
# INFORMATION STATEMENT PLOT

Address :

**UN 216/233 COLLINS STREET MELBOURNE 3000**

Reference :

**PID000355783**



Scale 1:1000  
Printed on : 24/03/2026

Water Main DOES traverse property  
Sewer Main DOES traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water  
36 Macedon St,  
Sunbury  
Locked Bag 350  
Sunshine  
VIC 3020  
Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# Property Clearance Certificate

## Land Tax



INFOTRACK / SLF LAWYERS

**Your Reference:** 2600787

**Certificate No:** 98356497

**Issue Date:** 24 MAR 2026

**Enquiries:** ESYSPROD

**Land Address:** UNIT 216, LOWER GROUND FLOOR 2, 233 COLLINS STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41087233	216	339927	11472	323	\$1,500.00

**Vendor:** BEEPEE PROPERTY PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
BEEPEE PROPERTY PTY LTD	2026	\$65,000	\$500.00	\$0.00	\$500.00

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

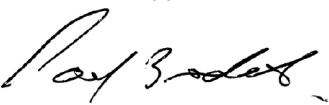
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
BEEPEE PROPERTY PTY LTD	2025	\$500.00	\$0.00	\$500.00
BEEPEE PROPERTY PTY LTD	2024	\$500.00	\$0.00	\$500.00

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

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$310,000

SITE VALUE (SV): \$65,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$1,500.00**

# Notes to Certificate - Land Tax

Certificate No: 98356497

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$65,000

Calculated as \$500 plus ( \$65,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,100.00

Taxable Value = \$310,000

Calculated as \$310,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98356497

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 98356497

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / SLF LAWYERS

Your Reference: 2600787

Certificate No: 98356497

Issue Date: 24 MAR 2026

Enquires: ESYSPROD

**Land Address:** UNIT 216, LOWER GROUND FLOOR 2, 233 COLLINS STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41087233	216	339927	11472	323	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$310,000

SITE VALUE: \$65,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98356497

---

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / SLF LAWYERS

Your Reference: 2600787

Certificate No: 98356497

Issue Date: 24 MAR 2026

Land Address: UNIT 216, LOWER GROUND FLOOR 2, 233 COLLINS STREET MELBOURNE VIC 3000

Lot	Plan	Volume	Folio
216	339927	11472	323

Vendor: BEEPEE PROPERTY PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98356497

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

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

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

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

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Biller Code: 416073 Ref: 98356496</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 98356496</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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## OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

<b>Owners Corporation No:</b>	Owners Corporation on Plan No. 339927A-1
<b>Property Address:</b>	Lot 216 at Hothlyn House, 233-239 Collins Street - OC 1, MELBOURNE VIC 3000
<b>Current Owner:</b>	Beepee Property Pty Ltd
<b>Postal Address:</b>	19 Station Street OAKLEIGH VIC 3166
<b>Applicant for the certificate is</b>	InfoTrack on behalf of SLF Lawyers
<b>Applicant Reference:</b>	2600787
<b>Date of Issue:</b>	The information in this certificate is issued on 26 <sup>th</sup> March 2026

**IMPORTANT:** Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au)
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au) prior to settlement adjustments to ensure that all liabilities are captured and current.

### SETTLEMENT PAYMENT DETAILS

#### BPAY PAYMENT DETAILS

Biller Code: 96503

DEFT Reference Number: **248882748 117959**

- (a) The current annual fees for the lot total **\$996.00** and is payable in **quarterly** instalments (Administration Fund: **\$901.40** & Maintenance Fund: **\$94.60**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

- (b) The date up to which the fees for the lot have been paid is **30 Jun 2026**.

- (c) The total of any unpaid fees or charges for the lot is:

<b>Administrative Fund</b>		<b>Maintenance Fund</b>	
Amount prepaid	\$256.20	Amount prepaid	\$24.10
Interest owing	\$0.00	Interest owing	\$0.00
Total amount in credit	\$256.20	Total amount in credit	\$24.10

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?: Nil at this time. Please refer to the most recent AGM minutes as attached for further information.
- (f) The owners corporation has the following insurance cover:

Policy No.	93214015	Chubb Insurance Co. of Aust. Ltd.		
Type:	Strata	Broker: Scott Winton Insurance Brokers PO Box 300, BALACLAVA VIC 3183		
Premium:	\$117,514.00	Paid on:	05/12/2025	Policy start date: 30/11/2025    Next due: 30/11/2026
<i>Cover</i>		<i>Sum insured</i>	<i>Excess</i>	
.Building - All Claims		\$134,140,000.00	\$5,000.00	
.Loss of Rent/Temp Accommodation		\$33,165,000.00	\$0.00	
.Public/Legal Liability		\$20,000,000.00	\$5,000.00	
.Crime Insurance		\$100,000.00	\$5,000.00	
.Management Committee Liability		\$1,000,000.00	\$5,000.00	
.Voluntary Workers		\$200,000.00	\$0.00	
.Common Area Contents		\$1,341,400.00	\$5,000.00	
.Machinery Breakdown		\$25,000.00	\$5,000.00	
.Appeal Expenses		\$150,000.00	\$1,000.00	
.Government Audit Costs		\$30,000.00	\$1,000.00	
.Building - Earthquake		Insured	\$20,000.00	

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

- (g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.
- (h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.
- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: None at this time to our knowledge.
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?:

#### Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services
- Elite – Lift Maintenance
- Spree Enterprises – Cleaning
- Linkfire – Essential Services
- PJM – Essential Services
- Energy Australia – Electricity
- Origin – Gas

#### Leases & Licences

- None to our knowledge at this time.

### Other Agreements

1. While the facade of the building on all levels is in Common Property No.1, any decisions requiring alteration to the colour or appearance of the facade must not take place without the consent of members whose lot entitlements equal or exceed 75%.
2. The Owners Corporation must not resolve to incur (or incur) expenditure of a capital nature in relation to the facade without the consent of members whose lot entitlements equal or exceed 75%.

On 29 November 2000, the Owners Corporation resolved by unanimous special resolution that: it consents to (and agrees to execute all necessary applications and documents) the subdivision of Levels 1, 2 and 3 by the Level B1 to 3 Owner substantially in accordance with a plan under Section 32 of the Subdivision Act 1988 as prepared by Reeds Consulting Pty Ltd (reference 1940417TT) (Levels 1 to 3 Plan) and any further subdivision of the areas so subdivided.

[Note: Copies of the applicable minutes in relation to the above resolution and others are available as part of any inspection of records request.]

B) On 26 February 2001, the Owners Corporation resolved by unanimous special resolution: To grant rights to the Level B 1 to 3 Owner/s to:

1. have access to the rooftop of the building for the purposes of attending to the air conditioning plant (being all present and future air conditioning plant which is dedicated to serve Levels 3 and below of the building (Air Conditioning Plant)) including maintenance, repair and replacement of the Air Conditioning Plant.
2. Place upon any section of the rooftop of the building additional air conditioning plant provided only that there is no weight overloading of the rooftop and that there is no additional acoustic interference with the floor beneath the rooftop beyond that generated immediately before the additional air conditioning plant is installed.
3. construct a platform or other structure upon the rooftop for the purposes of supporting any additional air conditioning plant which complies with paragraph (2) that the vendor, the Level B1 to 3 Owner/s and their respective successors and assigns undertake to the Owners Corporation that they are liable for the maintenance, repair, replacement and use of and the costs of supplying all services and utilities required for the operation of:
  1. in the case of the vendor, all present and future air conditioning plant which is dedicated to serve Levels 4 and above of the building
  2. in the case of the Level B 1 to 3 Owner/s, the Air Conditioning Plant and all additional air conditioning plant installed in accordance with paragraph a) II)

C) On 13 June 2001, the Owners Corporation resolved by unanimous special resolution:

- I. to grant to Owners Corporation No.2, Owners Corporation No.3, Owners Corporation No.4, Owners Corporation No.5 ("Owners Corporations") an easement of access and all appurtenant rights, privileges and licenses to allow the Owners Corporations individually and collectively and their members, tenants, employees, agents, workers, contractors and visitors removing, replacing and transferring Plant which is the property of the Owners Corporations
- II. "Plant" includes, without limitation, all mechanical plant, fire services, lift pumps, boilers on the roof, and any other plant and equipment which lies on land owned by Owners Corporation No. 1

D) On 13 June 2001, the Owners Corporation resolved by unanimous special resolution: To amend the Plan of Subdivision PS 339927 A to register on title any easements required by the Owners Corporations referred to in Item 5.4 and over any land in which Owners Corporation No.1 has an interest.

E) On 13 June 2001, the Owners Corporation resolved by unanimous special resolution:

To grant Owners Corporation No.2 and Owners Corporation No.3 the right to register on title an easement and to change the Plan of Subdivision over the lift shafts housing lifts one and two belonging to Owners Corporation No.3 and lift 5 belonging to Owners Corporation No.2 in favour of Owners Corporations Nos. 2, 3, 4 and 5 as shown on MBS Surveyors sheet 8 of 31 sheets ref. 8550006 Version E.

F) Owners Corporation No.1 has entered into a Deed of Covenant Agreement with the owner of Owners

Corporation No.5 - Frenfall Pty Ltd. This has been done to formalize the current situation so that contractors and other authorized persons for Owners Corporation No. 1 will not block Manchester Lane and/or restrict the current access to the basement carpark (Owners Corporation No.5).

G) Owners Corporation No.1 has entered into an Access Agreement with Owners Corporation No.5. This has been done to formalize the current situation in which contractors and other authorized persons for Owners Corporation No.1 access lift wells and other service equipment located in the basement area (Owners Corporation No.5).

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?:

A building notice has been served by the Melbourne Council regarding a balcony in Unit 1212. The Owners Corporation has issued a breach notice for the owner to undertake these works under the terms of the breach notice. The order refers to works required specifically by Lot #1212 only.

#### **Outstanding Building Notices or Orders**

The following Building Notices or Orders are outstanding on this property.

Building Order 163115 (BUI-2018-439) 29 Oct 2018

Emergency Order 1123587 14-Jul-2023

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?:

- Owners Corporation is currently completing expert reports for a nuisance dispute with McDonalds on the neighbouring property.
- Committee has approved budget adjustments to include incurred and proposed expenses. Levy notice for the adjustment has not been issued.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:

**Turnbull Cook Strata Management Pty Ltd**

**Level 6, 3 Bowen Crescent Melbourne VIC 3004**

**Phone: (03) 8697 0600 Email: [info@turnbullcook.com.au](mailto:info@turnbullcook.com.au)**

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

(p) Any other information:

- None to our knowledge at this time

(q) Documents required to be attached to the owners corporation certificate are:

- A copy of the latest financial statements
- A copy of the minutes of the last annual general meeting of the owners corporation
- A copy of the Model Rules/Consolidated Rules registered at Land Victoria
- A copy of the insurance Certificate of Currency
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

**PLEASE NOTE:**

**Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that:**

The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

**Section 135 (1) of the Owners Corporations Act 2006 specifies that:**

A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: **26<sup>th</sup> March 2026**

In accordance with section 18A of the Owners Corporation Act 2006. The Owners Corporation is not required to have or use common seal.

Signed on behalf the Owners Corporation on Plan No 339927A-1 by:



Registered Manager Signature

**Kunal Parekh**

Turnbull Cook Strata Management Pty Ltd  
Level 6, 3 Bowen Crescent Melbourne VIC 3004  
Phone: (03) 8697 0600

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au) prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au)

## Owner Ledger

Start Date: 01/03/2024

End Date: 31/03/2028

Owners: One only

The Owners of OC 1--PS339927A-1

Hothlyn House, 233-239 Collins Street - OC 1, MELBOURNE VIC 3000

Lot 216 Unit 216 Beepee Property Pty Ltd

UE / AE: 33.00 / 9,989.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/04/2024	Quarterly	Cancelled: O/C Contributions 01/04/24 to 30/06/24	353.35	0.00	50.40	0.00	0.00	0.00%	Standard	Cancelled	None
2	01/04/2024	Quarterly	O/C Contributions 01/04/24 to 30/06/24	275.40	275.40	50.40	50.40	0.00	0.00%	Standard	Normal	None
3	01/07/2024	Quarterly	Cancelled: O/C Contributions 01/07/24 to 30/09/24	214.45	0.00	23.20	0.00	0.00	0.00%	Standard	Cancelled	None
4	01/07/2024	Quarterly	O/C Contributions 01/07/24 to 30/09/24	194.95	194.95	23.20	23.20	0.00	0.00%	Standard	Normal	None
5	01/10/2024	Quarterly	O/C Contributions 01/10/24 to 31/12/24	194.95	194.95	23.20	23.20	0.00	0.00%	Standard	Normal	None
6	01/01/2025	Quarterly	O/C Contributions 01/01/25 to 31/03/25	194.95	194.95	23.20	23.20	0.00	0.00%	Standard	Normal	None
7	01/04/2025	Quarterly	O/C Contributions 01/04/25 to 30/06/25	192.90	192.90	23.10	23.10	0.00	0.00%	Standard	Normal	None
8	01/07/2025	Quarterly	O/C Contributions 01/07/25 to 30/09/25	194.45	194.45	23.20	23.20	0.00	0.00%	Standard	Normal	None
9	01/10/2025	Quarterly	O/C Contributions 01/10/25 to 31/12/25	194.45	194.45	23.20	23.20	0.00	0.00%	Standard	Normal	None
10	01/01/2026	Quarterly	O/C Contributions 01/01/26 to 31/03/26	256.20	256.20	24.10	24.10	0.00	0.00%	Standard	Normal	None
11	01/04/2026	Quarterly	O/C Contributions 01/04/26 to 30/06/26	256.20	256.20	24.10	24.10	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

### Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest			
14/03/2024	9523	Receipt	Banked		353.35	0.00	50.40	0.00	0.00	0.00	403.75		1
22/03/2024		Invoice cancellation		Cancel Levy Posting	(353.35)	0.00	(50.40)	0.00	403.75	0.00	0.00		1

22/03/2024		Unalloc money allocation	Levy Posting	345.06	0.00	58.69	0.00	(403.75)	0.00	2, 4
13/06/2024	9874	Receipt	Banked	125.29	0.00	14.91	0.00	0.00	140.20	4
12/09/2024	10131	Receipt	Banked	194.95	0.00	23.20	0.00	0.00	218.15	5
12/12/2024	10438	Receipt	Banked	194.95	0.00	23.20	0.00	0.00	218.15	6
13/03/2025	10731	Receipt	Banked	192.90	0.00	23.10	0.00	0.00	216.00	7
17/06/2025	11029	Receipt	Banked	194.45	0.00	23.20	0.00	0.00	217.65	8
16/09/2025	11327	Receipt	Banked	194.45	0.00	23.20	0.00	0.00	217.65	9
15/01/2026	11756	Receipt	Banked	256.20	0.00	24.10	0.00	0.00	280.30	10
18/03/2026	11958	Receipt	Banked	256.20	0.00	24.10	0.00	0.00	280.30	11

## Balance Sheet

### As at 26/03/2026

The Owners of OC 1--PS339927A-1

Hothlyn House, 233-239 Collins Street - OC 1,  
MELBOURNE VIC 3000

#### Current period

#### Owners' funds

Operating Surplus/Deficit--Admin	(106,055.68)
Owners Equity--Admin	107,747.32
	1,691.64
Operating Surplus/Deficit--Sinking	19,494.11
Owners Equity--Sinking	71,058.59
	90,552.70
<b>Net owners' funds</b>	<b>\$92,244.34</b>

#### Represented by:

#### Assets

Cash at Bank	121,944.25
Receivable--Levies	10,189.16
Receivable--Owners	1,157.39
<b>Total assets</b>	<b>133,290.80</b>

#### Less liabilities

Creditor--GST	2,054.42
Prepaid Levies	32,427.96
Prepaid Levies--Unallocated	6,564.08
<b>Total liabilities</b>	<b>41,046.46</b>

#### Net assets

**\$92,244.34**

Date Issued: 30 November 2025

# Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 339927	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Insured	
Policy Number:	93214015	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 30 November 2025, Local Standard Time
	To:	4.00pm on 30 November 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	233 Collins Street, Melbourne VIC 3000	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 134,140,000
	<b>Common Contents</b>	AUD 1,341,400
	<b>Catastrophe</b>	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 40,242,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 175,723,400	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>

All the values on this Certificate of Currency are correct as at 30 November 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

A handwritten signature in black ink that reads "Ana De Corrado". The signature is written in a cursive style with a horizontal line underneath the name.

Ana De Corrado  
Strata Underwriter

---

Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687

# **MINUTES OF THE ANNUAL GENERAL MEETING**

## **OWNERS CORPORATION: 339927A-1**

### **Annual General Meeting of the Owners Corporation for Hothlyn House, 233-239 Collins Street - OC 1, MELBOURNE VIC 3000**

**HELD ON:** Monday, 8 December 2025

**COMMENCING AT:** 05:30 PM

**LOCATION:** Virtual Meeting Via Teams

#### **IN ATTENDANCE**

Lot #	Unit #	Attendance	Owner Name Representative
1D	1D	Yes	Martell Pty Ltd, Milton Levin
T1	T1	Yes	Martell Pty Ltd, Milton Levin
2A	2A	Yes	Martell Pty Ltd, Milton Levin
T2	T2	Yes	Martell Pty Ltd, Milton Levin
3A	3A	Yes	Milton & Ilsa Levin
T3	T3	Yes	Martell Pty Ltd, Milton Levin
T4	T4	Yes	Martell Pty Ltd, Milton Levin
T5	T5	Yes	Martell Pty Ltd, Milton Levin
T6	T6	Yes	Martell Pty Ltd, Milton Levin
T7	T7	Yes	Martell Pty Ltd, Milton Levin
16	16	Yes	Martell Pty Ltd, Milton Levin
17	17	Yes	Martell Pty Ltd, Milton Levin
18E	18E	Yes	Martell Pty Ltd, Milton Levin
18F	18F	Yes	Martell Pty Ltd, Milton Levin
201	201	Yes	Privopoulos, Elefterios
315	315	Yes	Reed, Scott
409	409	Apology	Bloch, J
410	410	Yes	Mr K Allardice & Ms J Roy
607	607	Yes	Wong, Colin
712	712	Yes	Boehret, Denver
802	802	Yes	Adams, Marlene William Adams
803	803	Yes	K Kadar & R Eagle
809	809	Yes	Mr Ivo Bianchi & Mrs Maria Carmela Bianchi
1009	1009	Yes	Stone, Christopher
1202	1202	Yes	Stacey, Cathy Maree David Stacey
1206	1206	Yes	Luke Humphries & Madeline Soogun
1B	1B	Yes	Martell Pty Ltd, Milton Levin

Kunal Parekh representing Turnbull Cook Strata Management Pty Ltd  
Stuart Pope - Building Manager

**1 Quorum**

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were **not** present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the Owners Corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

**2 Chairperson of Meeting**

**It was resolved** that Kunal Parekh from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.

**3 Confirm Minutes of Last Annual General Meeting**

**It was resolved** that the minutes of the previous Annual General Meeting of the Owners Corporation held on **16/12/2024** were an accurate record of the proceeding at that meeting.

**4 Financial Statements**

**It was resolved** that the financial statements for the period ended **30/06/2025** as distributed be tabled and adopted.

**5 Committee Report**

**It was resolved** to accept the verbal committee report presented at the meeting.

**6 Election of Owners Corporation Committee**

**It was resolved** that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Milton Levin (Lot 1B) - Chairperson
- Joshua Levin (Lot 18F)
- Scott Reed (Lot 315)
- Klari Kadar (Lot 803)
- Christopher Stone (Lot 1009)
- David Stacey (Lot 1202)

**It was resolved** that the Owners Corporation delegates, to the Committee of the Owners Corporation, all the powers and functions in accordance with the Act.

**7 Valuation**

The last valuation was obtained on **15/10/2025**. The recommended sum insured was **\$134,140,000**.

## 8 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.93214015

Chubb Insurance Co. of Aust. Ltd.

Type : Strata

Broker : Scott Winton Insurance Brokers

Premium : \$117,514.00 Paid on : 05/12/2025 Start : 30/11/2025 Next due : 30/11/2026

<u>Cover</u>	<u>Sum Insured</u>	<u>Excess</u>
Building - All Claims	\$134,140,000.00	\$5,000.00
Common Area Contents - All Claims	\$1,341,400.00	\$5,000.00
Machinery Breakdown - All Claims	\$25,000.00	\$5,000.00
Loss of Rent/Temp Accommodation	\$33,165,000.00	\$0.00
Public/Legal Liability	\$20,000,000.00	\$5,000.00
Crime Insurance	\$100,000.00	\$5,000.00
Management Committee Liability	\$1,000,000.00	\$5,000.00
Government Audit Costs	\$30,000.00	\$1,000.00
Appeal Expenses	\$150,000.00	\$1,000.00
Voluntary Workers	\$200,000.00	\$0.00
Building - Earthquake	Insured	\$20,000.00

**It was resolved** that the Manager will obtain quotations for insurance cover from the appointed Broker prior to the renewal date and submit these to the Committee for approval. **It was resolved** that if a majority response is not received from the Committee prior to the renewal date, that the Manager is authorised to place insurance with the Broker's recommendation.

**It was further resolved** that if there are insufficient funds to meet the insurance premium when the renewal falls due, that the Manager may strike a special levy of no more than the amount of the premium with the levy to be apportioned on lot liability and payable within 28 days of the date of issue.

*Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager. Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.*

## 9 Insurance Excess

**It was resolved** that pursuant to Section 23A of the Owners Corporations Act 2006, the Owners Corporation will apply the following levies in regard to insurance:

- if there is damage to common property caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the Owners Corporation or the cost of the damage is less than the excess payable on the claim; or
- an excess on an insurance claim if the claim relates solely to the owner's lot.

## 10 Expenditure Authority

**It was resolved** that the Owners Corporation delegates the Manager authority to undertake necessary works to common property up to the value of **\$1,000** without the authority of the Owners Corporation.

## 11 Other Business

### 11.1 Maintenance - Cyclical

The following was **noted** in relation to cyclical maintenance:

- a. Caretaking - Spree Enterprise
- b. Window Cleaning - CWC
- c. Automatic Doors - Access Entry
- d. Essential Services - Linkfire
- e. Pest Control - Kerr's Pest Control

## 11.2 Maintenance - Repairs

### Facade Works:

Stuart Pope updated members on damage to the Level 12 façade caused by birds and outlined potential repair options and preventative measures.

## 11.3 Other Business

### McDonald's Noise Dispute:

Mr Levin briefed members on the current status of the noise dispute with McDonald's at 67 Swanston Street, including the pending EPA action and evidence compiled by the solicitor.

### Monaghan Place:

Mr Levin provided an update on discussions with the City of Melbourne regarding improvements to Monaghan Place and presented proposed concepts prepared by the Consultant.

## 12 Budget

**It was resolved** that the proposed annual budget for the period ending **30/06/2026** be adopted as below:

- **Administration:** \$248,000.00 + GST
- **Maintenance:** \$26,010.00 + GST

## 13 Annual Owners Corporation Fees

**It was resolved** that fees are to be paid in advance in Quarterly instalments.

**It was resolved** that the first such instalment be due on **01/07/2025** with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

**It was resolved** that as the collection of fees for the year has already commenced, the budget increase will be **spread equally over the remaining fees for the financial year**.

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

## 14 Recovery of Owners Corporation Fees

**It was resolved** that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

**It was resolved** that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

**It was resolved** that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.

Those fees are to be on-charged to the lot in arrears and are listed below:

- Overdue Levy Reminder Notice - Debt Recovery Stage 1 - \$20
- Initial Final Fee Notice - Debt Recovery Stage 2 - \$75
- Notice of VCAT application issued to lot owner - Debt Recovery Stage 3 - \$120

**NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.**

## 15 Acknowledge Manager's Report

The Manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.

16 **Set date for next meeting**  
**It was resolved** not to set a date for annual general meeting.

17 **Close of Meeting**  
**It was resolved** that the meeting closed at **06:28 PM**.

## Approved Budget to apply from 01/07/2025

The Owners of OC 1--PS339927A-1

Hothlyn House, 233-239 Collins Street - OC 1,  
MELBOURNE VIC 3000

### Administrative Fund

**Approved  
budget**

**Revenue**

Levies Due--Admin	248,000.00
Miscellaneous Income--Admin	360.00
<i>Total revenue</i>	248,360.00

**Less expenses**

Admin--Auditors--Audit Services	2,100.00
Admin--Subscriptions	750.00
Audit/Taxation/BAS Charges	2,000.00
Insurance--Premiums	115,000.00
Legal Fees	15,000.00
Maint Bldg--Automatic Doors	1,000.00
Maint Bldg--Cleaning--Contracts	11,500.00
Maint Bldg--Cleaning--Materials	2,000.00
Maint Bldg--Cleaning--Sanitary/Hygiene	540.00
Maint Bldg--Consultant--Engineer (Acoustic)	5,000.00
Maint Bldg--Consultant--Other	14,000.00
Maint Bldg--Electrical	3,000.00
Maint Bldg--Essential Services	10,500.00
Maint Bldg--Essential Services--Defects/Variations	10,000.00
Maint Bldg--Essential Services--Monitoring	2,300.00
Maint Bldg--General Repairs	5,000.00
Maint Bldg--Locks	1,000.00
Maint Bldg--Pest/Vermin Control	1,700.00
Maint Bldg--Plumbing & Drainage	2,000.00
Management Fees	7,623.00
Management Fixed Charges	920.00
Management Services	1,000.00
Trade Compliance/Archive/Key Charges	200.00
Utility--Electricity	35,000.00
Utility--Rubbish Removal	1,000.00
<i>Total expenses</i>	250,133.00

**Surplus/Deficit**

(1,773.00)

Opening balance 107,747.32

**Closing balance**

\$105,974.32

**Administrative Fund**

**Approved  
budget**

Total units of entitlement	9989
Levy contribution per unit entitlement	\$27.31
Budgeted standard levy revenue	248,000.00
Add GST	24,800.00
Amount to raise in levies including GST	<u>\$272,800.00</u>

**Maintenance Fund****Approved  
budget****Revenue**

Levies Due--Sinking	26,010.00
<i>Total revenue</i>	<u>26,010.00</u>

**Surplus/Deficit**

Opening balance	71,058.59
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**Closing balance**\$97,068.59

Total units of entitlement	9989
Levy contribution per unit entitlement	\$2.86

Budgeted standard levy revenue	26,010.00
Add GST	2,601.00
Amount to raise in levies including GST	<u>\$28,611.00</u>

## Approved Levy Schedule to apply from 01/07/2025

The Owners of OC 1--PS339927A-1

Hothlyn House, 233-239 Collins Street - OC 1,  
MELBOURNE VIC 3000

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1B	1B	896.00	6,117.45	641.60	6,759.05	27,036.20
1C	1C	9.00	61.45	6.45	67.90	271.60
1D	1D	384.00	2,621.80	275.00	2,896.80	11,587.20
1S	1S	1.00	6.85	0.75	7.60	30.40
T1	T1	78.00	532.55	55.85	588.40	2,353.60
2C	2C	9.00	61.45	6.45	67.90	271.60
2S	2S	2.00	13.70	1.45	15.15	60.60
T2	T2	78.00	532.55	55.85	588.40	2,353.60
3C	3C	9.00	61.45	6.45	67.90	271.60
T3	T3	77.00	525.75	55.15	580.90	2,323.60
4C	4C	9.00	61.45	6.45	67.90	271.60
T4	T4	77.00	525.75	55.15	580.90	2,323.60
5C	5C	9.00	61.45	6.45	67.90	271.60
T5	T5	78.00	532.55	55.85	588.40	2,353.60
6C	6C	9.00	61.45	6.45	67.90	271.60
T6	T6	92.00	628.15	65.90	694.05	2,776.20
7C	7C	9.00	61.45	6.45	67.90	271.60
T7	T7	498.00	3,400.10	356.60	3,756.70	15,026.80
8C	8C	9.00	61.45	6.45	67.90	271.60
9C	9C	9.00	61.45	6.45	67.90	271.60
10C	10C	13.00	88.80	9.35	98.15	392.60
11C	11C	9.00	61.45	6.45	67.90	271.60
12C	12C	9.00	61.45	6.45	67.90	271.60
13C	13C	9.00	61.45	6.45	67.90	271.60
14C	14C	9.00	61.45	6.45	67.90	271.60
15C	15C	9.00	61.45	6.45	67.90	271.60
16	16	30.00	204.85	21.50	226.35	905.40
16C	16C	9.00	61.45	6.45	67.90	271.60
17	17	20.00	136.55	14.35	150.90	603.60
17C	17C	9.00	61.45	6.45	67.90	271.60
18C	18C	9.00	61.45	6.45	67.90	271.60
18F	18F	301.00	2,055.10	215.55	2,270.65	9,082.60
19C	19C	9.00	61.45	6.45	67.90	271.60
20C	20C	9.00	61.45	6.45	67.90	271.60
21C	21C	9.00	61.45	6.45	67.90	271.60
22C	22C	9.00	61.45	6.45	67.90	271.60
23C	23C	13.00	88.80	9.35	98.15	392.60

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
24C	24C	13.00	88.80	9.35	98.15	392.60
25C	25C	2.00	13.70	1.45	15.15	60.60
26C	26C	9.00	61.45	6.45	67.90	271.60
27C	27C	9.00	61.45	6.45	67.90	271.60
28C	28C	9.00	61.45	6.45	67.90	271.60
29C	29C	9.00	61.45	6.45	67.90	271.60
30C	30C	9.00	61.45	6.45	67.90	271.60
31C	31C	9.00	61.45	6.45	67.90	271.60
32C	32C	9.00	61.45	6.45	67.90	271.60
33C	33C	9.00	61.45	6.45	67.90	271.60
34C	34C	9.00	61.45	6.45	67.90	271.60
35C	35C	13.00	88.80	9.35	98.15	392.60
36C	36C	9.00	61.45	6.45	67.90	271.60
37C	37C	9.00	61.45	6.45	67.90	271.60
38C	38C	9.00	61.45	6.45	67.90	271.60
39C	39C	9.00	61.45	6.45	67.90	271.60
40C	40C	9.00	61.45	6.45	67.90	271.60
41C	41C	9.00	61.45	6.45	67.90	271.60
42C	42C	9.00	61.45	6.45	67.90	271.60
43C	43C	9.00	61.45	6.45	67.90	271.60
44C	44C	9.00	61.45	6.45	67.90	271.60
45C	45C	9.00	61.45	6.45	67.90	271.60
46C	46C	9.00	61.45	6.45	67.90	271.60
47C	47C	13.00	88.80	9.35	98.15	392.60
48C	48C	9.00	61.45	6.45	67.90	271.60
49C	49C	9.00	61.45	6.45	67.90	271.60
50C	50C	9.00	61.45	6.45	67.90	271.60
51C	51C	9.00	61.45	6.45	67.90	271.60
52C	52C	9.00	61.45	6.45	67.90	271.60
53C	53C	9.00	61.45	6.45	67.90	271.60
54C	54C	9.00	61.45	6.45	67.90	271.60
55C	55C	9.00	61.45	6.45	67.90	271.60
56C	56C	9.00	61.45	6.45	67.90	271.60
57C	57C	9.00	61.45	6.45	67.90	271.60
58C	58C	9.00	61.45	6.45	67.90	271.60
59C	59C	9.00	61.45	6.45	67.90	271.60
60C	60C	9.00	61.45	6.45	67.90	271.60
61C	61C	13.00	88.80	9.35	98.15	392.60
62C	62C	9.00	61.45	6.45	67.90	271.60
63C	63C	9.00	61.45	6.45	67.90	271.60
64C	64C	9.00	61.45	6.45	67.90	271.60
65C	65C	9.00	61.45	6.45	67.90	271.60
66C	66C	9.00	61.45	6.45	67.90	271.60

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
67C	67C	9.00	61.45	6.45	67.90	271.60
68C	68C	9.00	61.45	6.45	67.90	271.60
69C	69C	9.00	61.45	6.45	67.90	271.60
70C	70C	9.00	61.45	6.45	67.90	271.60
201	201	52.00	355.05	37.25	392.30	1,569.20
202	202	49.00	334.55	35.10	369.65	1,478.60
203	203	50.00	341.40	35.80	377.20	1,508.80
204	204	47.00	320.90	33.65	354.55	1,418.20
205	205	58.00	396.00	41.55	437.55	1,750.20
206	206	58.00	396.00	41.55	437.55	1,750.20
207	207	58.00	396.00	41.55	437.55	1,750.20
208	208	47.00	320.90	33.65	354.55	1,418.20
209	209	48.00	327.75	34.40	362.15	1,448.60
210	210	32.00	218.50	22.95	241.45	965.80
211A	311A	55.00	375.55	39.40	414.95	1,659.80
212	212	33.00	225.35	23.65	249.00	996.00
213	213	31.00	211.65	22.20	233.85	935.40
214	214	41.00	279.95	29.40	309.35	1,237.40
215	215	42.00	286.80	30.10	316.90	1,267.60
216	216	33.00	225.35	23.65	249.00	996.00
301	301	52.00	355.05	37.25	392.30	1,569.20
302	302	50.00	341.40	35.80	377.20	1,508.80
303	303	50.00	341.40	35.80	377.20	1,508.80
304	304	45.00	307.25	32.25	339.50	1,358.00
305	305	56.00	382.35	40.10	422.45	1,689.80
306	306	56.00	382.35	40.10	422.45	1,689.80
307	307	56.00	382.35	40.10	422.45	1,689.80
308	308	45.00	307.25	32.25	339.50	1,358.00
309	309	46.00	314.10	32.95	347.05	1,388.20
310	310	33.00	225.35	23.65	249.00	996.00
312	312	33.00	225.35	23.65	249.00	996.00
313	313	31.00	211.65	22.20	233.85	935.40
314	314	42.00	286.80	30.10	316.90	1,267.60
315	315	43.00	293.60	30.80	324.40	1,297.60
316	316	33.00	225.35	23.65	249.00	996.00
401	401	36.00	245.80	25.80	271.60	1,086.40
402	402	33.00	225.35	23.65	249.00	996.00
403	403	35.00	239.00	25.10	264.10	1,056.40
404	404	28.00	191.20	20.05	211.25	845.00
405A	405A	39.00	266.30	27.95	294.25	1,177.00
406	406	35.00	239.00	25.10	264.10	1,056.40
407	407	34.00	232.15	24.35	256.50	1,026.00
408	408	34.00	232.15	24.35	256.50	1,026.00

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
409	409	34.00	232.15	24.35	256.50	1,026.00
410	410	34.00	232.15	24.35	256.50	1,026.00
411	411	30.00	204.85	21.50	226.35	905.40
412	412	32.00	218.50	22.95	241.45	965.80
413	413	29.00	198.00	20.80	218.80	875.20
414	414	29.00	198.00	20.80	218.80	875.20
415	415	33.00	225.35	23.65	249.00	996.00
416	416	33.00	225.35	23.65	249.00	996.00
417A	417A	34.00	232.15	24.35	256.50	1,026.00
418A	418A	32.00	218.50	22.95	241.45	965.80
501	501	36.00	245.80	25.80	271.60	1,086.40
502	502	31.00	211.65	22.20	233.85	935.40
503	503	35.00	239.00	25.10	264.10	1,056.40
504	504	29.00	198.00	20.80	218.80	875.20
505A	505A	40.00	273.10	28.65	301.75	1,207.00
506	506	36.00	245.80	25.80	271.60	1,086.40
507	507	34.00	232.15	24.35	256.50	1,026.00
508	508	34.00	232.15	24.35	256.50	1,026.00
509	509	34.00	232.15	24.35	256.50	1,026.00
510	510	34.00	232.15	24.35	256.50	1,026.00
511	511	30.00	204.85	21.50	226.35	905.40
512	512	33.00	225.35	23.65	249.00	996.00
513	513	30.00	204.85	21.50	226.35	905.40
514	514	30.00	204.85	21.50	226.35	905.40
515	515	34.00	232.15	24.35	256.50	1,026.00
516	516	34.00	232.15	24.35	256.50	1,026.00
517	517	35.00	239.00	25.10	264.10	1,056.40
518A	518A	33.00	225.35	23.65	249.00	996.00
601	601	36.00	245.80	25.80	271.60	1,086.40
602	602	34.00	232.15	24.35	256.50	1,026.00
603	603	35.00	239.00	25.10	264.10	1,056.40
604	604	29.00	198.00	20.80	218.80	875.20
605A	605A	40.00	273.10	28.65	301.75	1,207.00
606	606	36.00	245.80	25.80	271.60	1,086.40
607	607	34.00	232.15	24.35	256.50	1,026.00
608	608	34.00	232.15	24.35	256.50	1,026.00
609	609	34.00	232.15	24.35	256.50	1,026.00
610	610	34.00	232.15	24.35	256.50	1,026.00
611	611	30.00	204.85	21.50	226.35	905.40
612	612	33.00	225.35	23.65	249.00	996.00
613	613	30.00	204.85	21.50	226.35	905.40
614	614	30.00	204.85	21.50	226.35	905.40
615	615	34.00	232.15	24.35	256.50	1,026.00

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
616	616	34.00	232.15	24.35	256.50	1,026.00
617	617	35.00	239.00	25.10	264.10	1,056.40
618A	618A	33.00	225.35	23.65	249.00	996.00
701	701	37.00	252.65	26.50	279.15	1,116.60
702	702	34.00	232.15	24.35	256.50	1,026.00
703	703	36.00	245.80	25.80	271.60	1,086.40
704	704	29.00	198.00	20.80	218.80	875.20
705A	705A	40.00	273.10	28.65	301.75	1,207.00
706	706	36.00	245.80	25.80	271.60	1,086.40
707	707	35.00	239.00	25.10	264.10	1,056.40
708	708	35.00	239.00	25.10	264.10	1,056.40
709	709	35.00	239.00	25.10	264.10	1,056.40
710	710	35.00	239.00	25.10	264.10	1,056.40
711	711	31.00	211.65	22.20	233.85	935.40
712	712	33.00	225.35	23.65	249.00	996.00
713	713	30.00	204.85	21.50	226.35	905.40
714	714	30.00	204.85	21.50	226.35	905.40
715	715	34.00	232.15	24.35	256.50	1,026.00
716	716	34.00	232.15	24.35	256.50	1,026.00
717A	717A	35.00	239.00	25.10	264.10	1,056.40
718A	718A	33.00	225.35	23.65	249.00	996.00
801	801	37.00	252.65	26.50	279.15	1,116.60
802	802	34.00	232.15	24.35	256.50	1,026.00
803	803	36.00	245.80	25.80	271.60	1,086.40
804	804	29.00	198.00	20.80	218.80	875.20
805A	805A	40.00	273.10	28.65	301.75	1,207.00
806	806	36.00	245.80	25.80	271.60	1,086.40
807	807	35.00	239.00	25.10	264.10	1,056.40
808	808	35.00	239.00	25.10	264.10	1,056.40
809	809	35.00	239.00	25.10	264.10	1,056.40
810	810	35.00	239.00	25.10	264.10	1,056.40
811	811	31.00	211.65	22.20	233.85	935.40
812	812	33.00	225.35	23.65	249.00	996.00
813	813	30.00	204.85	21.50	226.35	905.40
814	814	30.00	204.85	21.50	226.35	905.40
815	815	34.00	232.15	24.35	256.50	1,026.00
816	816	34.00	232.15	24.35	256.50	1,026.00
817A	817A	35.00	239.00	25.10	264.10	1,056.40
818A	818A	33.00	225.35	23.65	249.00	996.00
901	901	37.00	252.65	26.50	279.15	1,116.60
902	902	35.00	239.00	25.10	264.10	1,056.40
903	903	36.00	245.80	25.80	271.60	1,086.40
904	904	30.00	204.85	21.50	226.35	905.40

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

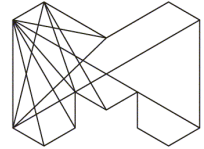
Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
905A	905A	41.00	279.95	29.40	309.35	1,237.40
906	906	37.00	252.65	26.50	279.15	1,116.60
907	907	35.00	239.00	25.10	264.10	1,056.40
908	908	35.00	239.00	25.10	264.10	1,056.40
909	909	35.00	239.00	25.10	264.10	1,056.40
910	910	35.00	239.00	25.10	264.10	1,056.40
911	911	31.00	211.65	22.20	233.85	935.40
912	912	34.00	232.15	24.35	256.50	1,026.00
913	913	31.00	211.65	22.20	233.85	935.40
914	914	31.00	211.65	22.20	233.85	935.40
915	915	35.00	239.00	25.10	264.10	1,056.40
916	916	35.00	239.00	25.10	264.10	1,056.40
917A	917A	36.00	245.80	25.80	271.60	1,086.40
918A	918A	34.00	232.15	24.35	256.50	1,026.00
1001	1001	37.00	252.65	26.50	279.15	1,116.60
1002	1002	35.00	239.00	25.10	264.10	1,056.40
1003	1003	36.00	245.80	25.80	271.60	1,086.40
1004	1004	30.00	204.85	21.50	226.35	905.40
1006	1006	37.00	252.65	26.50	279.15	1,116.60
1007	1007	35.00	239.00	25.10	264.10	1,056.40
1008	1008	35.00	239.00	25.10	264.10	1,056.40
1009	1009	35.00	239.00	25.10	264.10	1,056.40
1010	1010	35.00	239.00	25.10	264.10	1,056.40
1011	1011	31.00	211.65	22.20	233.85	935.40
1012	1012	34.00	232.15	24.35	256.50	1,026.00
1013	1013	31.00	211.65	22.20	233.85	935.40
1014	1014	31.00	211.65	22.20	233.85	935.40
1015	1015	35.00	239.00	25.10	264.10	1,056.40
1016	1016	35.00	239.00	25.10	264.10	1,056.40
1025	1025	41.00	279.95	29.40	309.35	1,237.40
1037	1017	36.00	245.80	25.80	271.60	1,086.40
1038	1038	34.00	232.15	24.35	256.50	1,026.00
1102	1102	35.00	239.00	25.10	264.10	1,056.40
1103	1103	37.00	252.65	26.50	279.15	1,116.60
1104	1104	30.00	204.85	21.50	226.35	905.40
1105	1105	36.00	245.80	25.80	271.60	1,086.40
1106	1106	36.00	245.80	25.80	271.60	1,086.40
1107	1107	36.00	245.80	25.80	271.60	1,086.40
1108	1108	36.00	245.80	25.80	271.60	1,086.40
1109	1109	36.00	245.80	25.80	271.60	1,086.40
1112	1112	38.00	259.45	27.25	286.70	1,146.80
1113	1113	36.00	245.80	25.80	271.60	1,086.40
1114	1114	38.00	259.45	27.25	286.70	1,146.80

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1121	1101	38.00	259.45	27.25	286.70	1,146.80
1130	1110	36.00	245.80	25.80	271.60	1,086.40
1131	1131	36.00	245.80	25.80	271.60	1,086.40
1135	1135	37.00	252.65	26.50	279.15	1,116.60
1202	1202	35.00	239.00	25.10	264.10	1,056.40
1203	1203	39.00	266.30	27.95	294.25	1,177.00
1204	1204	36.00	245.80	25.80	271.60	1,086.40
1205	1205	36.00	245.80	25.80	271.60	1,086.40
1206	1206	36.00	245.80	25.80	271.60	1,086.40
1207	1207	36.00	245.80	25.80	271.60	1,086.40
1208	1208	36.00	245.80	25.80	271.60	1,086.40
1211	1211	38.00	259.45	27.25	286.70	1,146.80
1212	1212	36.00	245.80	25.80	271.60	1,086.40
1213	1213	38.00	259.45	27.25	286.70	1,146.80
1221	1221	38.00	259.45	27.25	286.70	1,146.80
1229	1229	36.00	245.80	25.80	271.60	1,086.40
1230	1210	36.00	245.80	25.80	271.60	1,086.40
1234	1214	37.00	252.65	26.50	279.15	1,116.60
		<b>9,989.00</b>	<b>\$68,204.50</b>	<b>\$7,157.15</b>	<b>\$75,361.65</b>	<b>\$301,446.60</b>

## CANCELLATION OF BUILDING NOTICE

Part 8 of the Building Act 1993



CITY OF MELBOURNE

24 August 2023

Owners Corporation No.1 PS339927A  
C/- Turnbull Cook  
Level 9, 3 Bowen Crescent  
MELBOURNE VIC 3004

By email: 233Collins@turnbullcook.com.au

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

DX210487

ABN 55 370 219 287

Dear Sir/Madam

**BUILDING NOTICE – 702386**  
**233 COLLINS STREET MELBOURNE VIC 3000**

I am pleased to advise that Building Notice – 702386 on the above mentioned property issued on 5 December 2022 has been cancelled. The building notice has been withdrawn as the work required by the Fire Risk Assessment have been completed.

I wish to draw your attention to your ongoing responsibility to ensure the buildings fire services (Essential Safety Measures) are maintained at all times.

Yours faithfully

Matthew Patterson  
Deputy Municipal Building Surveyor

**If you have any queries in relation to this document, please contact Matthew Patterson on the contact details below:**

**Phone:** 9658 9658

**Email:** [matthew.patterson@melbourne.vic.gov.au](mailto:matthew.patterson@melbourne.vic.gov.au)

CoM Reference: 702386

**MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.2) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM**

**CHAIRPERSON:** Resolved that Mr. M Levin be appointed to chair the meeting.

**RESOLUTIONS:** 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.



2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.  
The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.



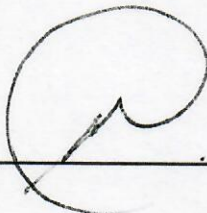
3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

**NUMBER IN FAVOUR:** Unanimous

**THE COMMON SEAL of OWNERS CORPORATION NO. 2 PS 339927A** was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation



Signature

  
\_\_\_\_\_

Name

MILTON LEVIN

Address

17 Craddock Ave North Caulfield  
3161

Sole Director

\_\_\_\_\_

MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.5) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM

---

CHAIRPERSON: Resolved that Mr. M Levin be appointed to chair the meeting.

RESOLUTIONS: 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.

2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.  
The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.

3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

NUMBER IN FAVOUR: Unanimous

THE COMMON SEAL of OWNERS CORPORATION NO. 5 PS 339927A was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation

Signature



Name

MILTON LEVIN.

Address

17 Craddock Ave  
North Caulfield 3161

Sole Director



MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.4) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM

---

CHAIRPERSON: Resolved that Mr. M Levin be appointed to chair the meeting.

RESOLUTIONS: 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.

2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.

The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.

3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

NUMBER IN FAVOUR: Unanimous

THE COMMON SEAL of OWNERS CORPORATION NO. 4 PS 339927A was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation



Signature

Name

MILTON LEVIN.

Address

17 Craddock Ave, North  
carrfield  
3161

Sole Director

\_\_\_\_\_

**Minutes of Special General Meeting**  
**Body Corporate No.1 PS339927A**

**Held:** At Offices of Martell Pty Ltd  
Level 2, 454 St Kilda Road  
St Kilda 3182 @ 2.30pm on 14<sup>th</sup> March 2001

**Present:** LeBuild Pty Ltd - by Mr. P Gyopar (acting for BC3)  
Martell Pty Ltd - by Mr. M Levin (acting for BC1, BC2, B4 and BC5)

**Chairman:** Mr. M Levin was elected chairman of the meeting.

**Resolution 1** - It was resolved to waive the requirement for fourteen (14) days prior to notice of this meeting under Regulation 604(1) of the subdivision (Body Corporate) Regulations 1989.

**Number in Favour** - Unanimous

**Resolution 2** - It was resolved to grant Body Corporate No. 5 members and all title holders owning lots 1C - 70C inclusive together with their tenants, visitors, employees, agents, workers, individually and collectively and lots 1S and 2S situated on levels B1, B2, B3 of the property situated at 233 Collins Street, Melbourne the right to register an easement and change the plan of subdivision (if necessary) over the following property under the control of Body Corporate No. 1 for the purpose of access and egress.

**Lift 1 and Lift 2** - Belonging to Body Corporate No. 3, grants an easement over the lift shafts housing lifts one and two, giving access to levels Ground, B1 and B2 only.

**Lift 5** - To grant an easement and to alter the plan of subdivision (if necessary) over the shaft housing lift 5, giving access to levels one, two, three and ground.

The position on the plan, of the lifts mentioned above - 1, 2 and 5 are shown on the plan of MBS Surveyors sheet 8 of 31 Ref 8550000 Version E.

**Number in Favour** - Unanimous

THE COMMON SEAL of  
BODY CORPORATE NO.1 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Milton Levin, acting for BC1 as Chairman



THE COMMON SEAL of  
BODY CORPORATE NO.3 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Peter Gyopar, acting for BC3 as Chairman



THE COMMON SEAL of  
BODY CORPORATE NO.5 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Milton Levin, acting for BC5 as Chairman



**Minutes of Special General Meeting**  
**Body Corporate No.1 PS339927A**

**Held:** At Offices of Martell Pty Ltd  
Level 2, 454 St Kilda Road  
St Kilda 3182 @ 2pm on 13<sup>th</sup> June 2001

**Present:** LeBuild Pty Ltd - by Mr. P Gyopar (acting for BC3)  
Martell Pty Ltd - by Mr. M Levin ( acting for BC1, BC2, BC4 and BC5)

**Chairman:** Mr. M Levin was elected chairman of the meeting.

**RESOLUTION 1:**

**Waiver of Notice**

- It was resolved to waive the requirement for 14 days' notice prior to this meeting under regulation 604(1) of the Subdivision (Body Corporate) Regulations 1989.

**Number in Favour**

- Unanimous

**RESOLUTION 2:**

**Grant of Rights to Body Corporate No. 2 & Body Corporates No. 3,4,5**

- It was resolved to grant to Body Corporate No. 2, Body Corporate No. 3, Body Corporate No. 4, Body Corporate No. 5 ("Bodies Corporate") an easement of access and all appurtenant rights, privileges and licences to allow the bodies corporate individually and collectively and their members, tenant, employees, agents, workers, contractors and visitors removing, replacing and transferring Plant which is the property the Bodies Corporate.
- "Plant" includes, without limitation, all mechanical plant, fire services, lifts, pumps, boilers on the roof, and any other plant and equipment which is required for the use and enjoyment of the Bodies Corporate and which equipment lies on land owned by Body Corporate 1.

**Number In favour**

- Unanimous.

**RESOLUTION 3:**

- To amend the Plan of Subdivision PS 339927A to register on title any easements required by the bodies corporate referred to in Resolution 2 and over any land in which BC1 has an interest.

**Number In favour**

- Unanimous.

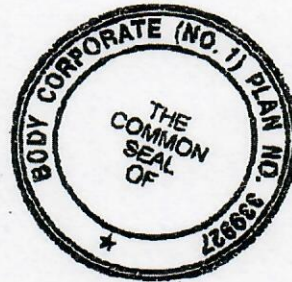
**RESOLUTION 4:**

- To grant BC2 and BC3 the right to register on title an easement and to change the plan of subdivision over the lift shafts housing lifts one and two belonging to BC3 and lift 5 belonging to BC2 in favour of Bodies Corporate 2, 3, 4 and 5 as shown on MBS Surveyors sheet 8 of 31 sheets ref.8550006 VersionE

**Number in favour**

- Unanimous.

THE COMMON SEAL of  
BODY CORPORATE NO.1 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



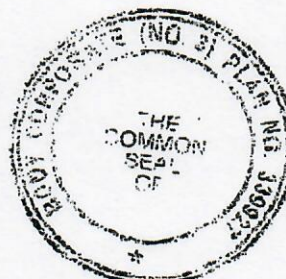
.....  
Milton Levin, acting for BC1 as Chairman


THE COMMON SEAL of  
BODY CORPORATE NO.2 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



.....  
Milton Levin, acting for BC2 as Chairman

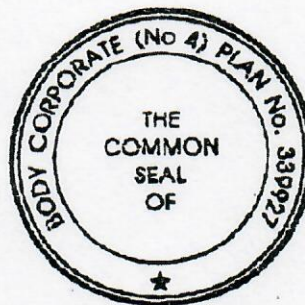
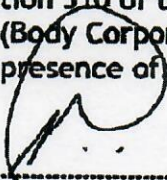
THE COMMON SEAL of  
BODY CORPORATE NO.3 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



.....  


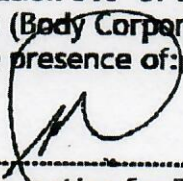
Peter Gyopar, acting for BC3 as Chairman

THE COMMON SEAL of )  
BODY CORPORATE NO.4 PS 339927A )  
was hereto affixed in accordance )  
with Regulation 310 of the )  
Subdivision (Body Corporate)Interim Regulations )  
2000 in the presence of )



.....  
Milton Levin, acting for BC4 as Chairman

THE COMMON SEAL of )  
BODY CORPORATE NO.5 PS 339927A )  
was hereto affixed in accordance )  
with Regulation 310 of the )  
Subdivision (Body Corporate)Interim Regulations )  
2000 in the presence of: )



.....  
Milton Levin, acting for BC5 as Chairman

**Special Rules for Body Corporates No. 1 (2+3)**  
**Under Plan No. PS339927A**

**1. NEGATIVE OBLIGATIONS**

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

**1.1 Use of Common Property and Lots**

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots.
- (b) Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate.
- (c) Use or permit a lot or the common property to be used for any purpose which may be illegal or injurious to the reputation of the building or may cause a nuisance or hazard to or may unreasonably interfere with the use and enjoyment thereof by any other member or occupier of any lot or visitor and invitees of any such member or occupier.
- (d) Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available for.
- (e) Enter any plant room, machinery room or other similar area without the prior written consent of the Body Corporate.
- (f) Use any part of the common property for a purpose other than the purpose for which it has been provided or for which it is properly available.

**1.2 Noise**

- (a) Make or permit to be made any undue noise in or about the common property or a member's lot.
- (b) Make or permit to be made noise from music or machinery which may be heard outside a member's lot.
- (c) Use on any part of the common property any radio, musical instrument or other device that emits sound at a level audible to other persons on the common property without the permission of the Body Corporate.

**X345782V**  
020301 1345 SA-R



**1.3 Animals**

Keep any animal on a member's lot or the common property.

**1.4 Insurance**

Do anything whereby any policy of insurance taken out by the Body Corporate may become void or voidable or which may make the Body Corporate liable for increase in premium.

**1.5 Balconies and Windows**

- (a) Hang or place on any balcony or in any window of a member's lot or in or about the common property anything which adversely affects the outward appearance or state of repair of a member's lot or the common property or which may otherwise affect the use and enjoyment of the lots and common property by members or occupiers.
- (b) Hang or place any washing on or from any balcony or in or from any window.
- (c) Use any balcony as a place of storage.
- (d) Place in a member's lot any window furnishings visible from outside a member's lot unless that part visible from the outside is of a neutral colour.
- (e) Allow any plant on any balcony to become overgrown or unkempt.
- (f) Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter.
- (g) Keep or allow anything belonging to a member or occupier of a member's lot to be on any balcony or any part of the exterior of a member's lot after being given notice by the Body Corporate to remove that thing after the Body Corporate has resolved that the thing is causing a nuisance or adversely effects the use and enjoyment of the lots and common property by members and occupiers.

**1.6 Advertising Signs**

Except as allowed under these Rules display any placard advertisement or sign (including For Sale or For Lease sign boards) in or about the common property or which is visible from outside a member's lot without the prior written consent of the Body Corporate.

**X345782V**  
020301 1345 SA-R



**1.7 Alteration of Lots and Common Property**

- (a) Make any alteration, addition to, paint or decorate the exterior of a member's lot without the prior written consent of the Body Corporate.
- (b) Make any alteration or addition to any part of the common property or to attach anything to any part of it without prior written consent of the Body Corporate.
- (c) Make any alteration to a member's lot which may cause or result in any damage or deterioration to any other lot or to the common property or which may otherwise adversely affect the use and enjoyment of other lots and the common property by other members or occupiers.

**1.8 Security**

Do anything which may adversely affect the security protection of any lot or common property including allowing person not being a member's or occupier's visitor or person authorised by the Body Corporate to enter common property.

**1.9 Garbage**

- (a) Put any garbage anywhere on the common property other than garbage bins or containers so designated by the Body Corporate.
- (b) Put any type of waste or garbage in Body Corporate garbage bins or containers other than the type of waste designated for those bins.
- (c) Put any waste or garbage in Body Corporate garbage bins or containers unless securely tied in a plastic bag.

**1.10 Smoking**

Smoking in any part of the common property including without limitation in lifts, passageways, foyers and stairs on the common property.

**1.11 Auction Sales**

Not hold or allow to be held in any lot or on any part of the common property any auction sales.

**1.12 Obstruction**

- (a) In any obstruct or permit obstructions of any walkways, pavements entrances courts service-ways corridors vestibules stairways landings halls roads fire escape or escape doors or any of them or any other parts of the common property or any appurtenances or conveniences or use them or any of them for any purpose other than those for which they are

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designed or intended or any of them for any purposes other than for those which they were designed or intended.

- (b) In any way cover or obstruct or interfere with any lights skylights windows or other means of illumination of the Common Property or any plant and equipment ventilators condensers heating airconditioning and fire sprinkler and service systems.
- (c) Throw anything out of the windows or doors, passages or skylights or into the light areas of the common property or deposit paper waste rubbish or rubbish anywhere except in proper receptacles or place any article or substance upon any ledge or other light part of the common property.
- (d) At any time burn rubbish or waste upon the lot or the common property.

## 2. POSITIVE OBLIGATIONS

### 2.1 Accident and Defects

A member must promptly given written notice to the Body Corporate of any accident occurring on the common property or any defect in or damage to the common property of which the member becomes aware.

### 2.2 Windows

A member must replace all broken windows on balconies or terraces in a member's lot.

### 2.3 Taps

A member must turn off all taps after use.

### 2.4 Cleanliness

A member must keep clean the member's lot and must take all reasonable steps to prevent infestation of the member's lot by vermin and insects.

## 3. SPECIAL SIGN RIGHTS

Sign Rights Granted to Lots 1, 2, 3, 12, 13, 14 and 15

- (a) An owner or occupier of Lots 1, 2, 3, 12, 13, 14 and 15 may install on those parts of the common property that are directly adjacent or near to their lots signs:-

- (i) which are of the nature usually displayed in connection with business of

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the nature carried on in their lots;

- (ii) which are in keeping with the architectural style of the improvements making up the common property and the building.
  - (iii) which advertise that a business is conducted from the relevant lot.
- (b) Any question as to whether signs comply with this Rule if not resolved by agreement will be determined by an architect appointed by the Body Corporate. The fees of that architect must be paid by the relevant lot owner and the architect's determination will be final and binding. The architect will be acting as an expert and not as an arbitrator when making a determination under this Rule.

#### 4. BODY CORPORATE

4.1 The Body Corporate shall without limiting its powers, duties and obligations pursuant to the Subdivision Body Corporate Regulations 1989:-

- (A) Pay all costs of the management and operation of the common property subject to its right under the regulations to levy fees or charges on its members for reimbursement of the same.
- (b) Pay all rates, charges and other taxes (if any) charged on the common property.
- (c) Used its best endeavours to ensure the common property is kept in good and proper repair.
- (d) Keep the common property in a sound structural condition including without limitation carrying out promptly and in a proper and workmanlike manner all structural repairs, alterations or improvements to the common property as required.
  - (i) To maintain and keep the common property in good and substantial repair working order and condition; and
  - (ii) By any authority.

#### 5. FURTHER OBLIGATIONS ON MEMBERS

5.1 A member must ensure that the member and occupier of a member's lot will:-

- (a) use its best endeavours to protect and keep safe the lot and any property contained therein from theft and robbery and shall keep all doors, windows and other openings closed and securely fastened when the lot is not in use.

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- (b) provide all garbage cans trade waste containers tins and other containers of any kind and ensure that they are not allowed or left to remain in or on the landscaped portions of the Common Property.
- (c) provide access and all reasonable assistance to the Body Corporate and any trades person contractor or employee engaged by the Body Corporate to undertake maintenance repair service and installation of any fire sprinkler and support services, heating, airconditioning, condensers or any other plant and equipment located upon the Common Property which may require maintenance repair servicing or installation and which services one or more of the member's lots.

## 6. SERVICES

- 6.1 The Body Corporate shall use its best endeavours to ensure that all plant and equipment, heating, cooling, airconditioning, fire, sprinkler, condensers and fire protection services in the common property are operating and that any breakdown in those services is remedied as soon as reasonably practicable.

## 7. MEMBER'S WORKS

- 7.1 Should a member have obtained the consent of the Body Corporate for the renovation, refurbishment, development, re-development or the undertaking of any other building activity permitted by law, such member or its builder, contractor, agent, employee or invitee may temporarily during the period of necessary works access, make use of or pass through the common property or permanently affix, plumb, wire or effect any other proper structural building or related appurtenance provided that in doing so a member must ensure that such works are carried out with a minimum of noise disruption and convenience to other members as is reasonable in the circumstances having regard to the scope and nature of the necessary works and further that any permanent effect upon the common property or structure thereon is ultimately made good, repaired or reinstated to the reasonable satisfaction of the Body Corporate, if reasonably necessary and required.

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**Special Rules for Body Corporate No. 1  
Under Plan No. PS339927A**

**1. NEGATIVE OBLIGATIONS**

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

**1.1 Use of Common Property and Lots**

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots.
- (b) Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate.
- (c) Use or permit a lot or the common property to be used for any purpose which may be illegal or injurious to the reputation of the building or may cause a nuisance or hazard to or may unreasonably interfere with the use and enjoyment thereof by any other member or occupier of any lot or visitor and invitees of any such member or occupier.
- (d) Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available for.
- (e) Enter any plant room, machinery room or other similar area without the prior written consent of the Body Corporate.
- (f) Use any part of the common property for a purpose other than the purpose for which it has been provided or for which it is, properly available.

**1.2 Noise**

- (a) Make or permit to be made any undue noise in or about the common property or a member's lot.
- (b) Make or permit to be made noise from music or machinery which may be heard outside a member's lot.
- (c) Use on any part of the common property any radio, musical instrument or other device that emits sound at a level audible to other persons on the common property without the permission of the Body Corporate.

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**1.3 Animals**

Keep any animal on a member's lot or the common property.

**1.4 Insurance**

Do anything whereby any policy of insurance taken out by the Body Corporate may become void or voidable or which may make the Body Corporate liable for increase in premium.

**1.5 Balconies and Windows**

- (a) Hang or place on any balcony or in any window of a member's lot or in or about the common property anything which adversely affects the outward appearance or state of repair of a member's lot or the common property or which may otherwise affect the use and enjoyment of the lots and common property by members or occupiers.
- (b) Hang or place any washing on or from any balcony or in or from any window.
- (c) Use any balcony as a place of storage.
- (d) Place in a member's lot any window furnishings visible from outside a member's lot unless that part visible from the outside is of a neutral colour.
- (e) Allow any plant on any balcony to become overgrown or unkempt.
- (f) Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter.
- (g) Keep or allow anything belonging to a member or occupier of a member's lot to be on any balcony or any part of the exterior of a member's lot after being given notice by the Body Corporate to remove that thing after the Body Corporate has resolved that the thing is causing a nuisance or adversely affects the use and enjoyment of the lots and common property by members and occupiers.

**1.6 Advertising Signs**

Except as allowed under these Rules display any placard advertisement or sign (including For Sale or For Lease sign boards) in or about the common property or which is visible from outside a member's lot without the prior written consent of the Body Corporate.

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**1.7 Alteration of Lots and Common Property**

- (a) Make any alteration, addition to, paint or decorate the exterior of a member's lot without the prior written consent of the Body Corporate.
- (b) Make any alteration or addition to any part of the common property or to attach anything to any part of it without prior written consent of the Body Corporate.
- (c) Make any alteration to a member's lot which may cause or result in any damage or deterioration to any other lot or to the common property or which may otherwise adversely affect the use and enjoyment of other lots and the common property by other members or occupiers.

**1.8 Security**

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designed or intended or any of them for any purposes other than for those which they were designed or intended.

- (b) In any way cover or obstruct or interfere with any lights skylights windows or other means of illumination of the Common Property or any plant and equipment ventilators condensers heating airconditioning and fire sprinkler and service systems.
- (c) Throw anything out of the windows or doors, passages or skylights or into the light areas of the common property or deposit paper waste rubbish or rubbish anywhere except in proper receptacles or place any article or substance upon any ledge or other light part of the common property.
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  - (i) which are of the nature usually displayed in connection with business of

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the nature carried on in their lots;

- (ii) which are in keeping with the architectural style of the improvements making up the common property and the building.
  - (iii) which advertise that a business is conducted from the relevant lot.
- (b) Any question as to whether signs comply with this Rule if not resolved by agreement will be determined by an architect appointed by the Body Corporate. The fees of that architect must be paid by the relevant lot owner and the architect's determination will be final and binding. The architect will be acting as an expert and not as an arbitrator when making a determination under this Rule.

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- (b) provide all garbage cans trade waste containers tins and other containers of any kind and ensure that they are not allowed or left to remain in or on the landscaped portions of the Common Property.
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- 6.1 The Body Corporate shall use its best endeavours to ensure that all plant and equipment, heating, cooling, airconditioning, fire, sprinkler, condensers and fire protection services in the common property are operating and that any breakdown in those services is remedied as soon as reasonably practicable.

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- 7.1 Should a member have obtained the consent of the Body Corporate for the renovation, refurbishment, development, re-development or the undertaking of any other building activity permitted by law, such member or its builder, contractor, agent, employee or invitee may temporarily during the period of necessary works access, make use of or pass through the common property or permanently affix, plumb, wire or effect any other proper structural building or related appurtenance provided that in doing so a member must ensure that such works are carried out with a minimum of noise disruption and convenience to other members as is reasonable in the circumstances having regard to the scope and nature of the necessary works and further that any permanent effect upon the common property or structure thereon is ultimately made good, repaired or reinstated to the reasonable satisfaction of the Body Corporate, if reasonably necessary and required.

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**SCHEDULE 2**

Regulation 8

**MODEL RULES FOR AN OWNERS CORPORATION**

**1 Health, safety and security**

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

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

**1.2 Storage of flammable liquids and other dangerous substances and materials**

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

**1.3 Waste disposal**

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

# Owners Corporation

## Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

### What is an Owners Corporation?

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

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

### How are decisions made by an Owners Corporation?

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

### Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### Lot entitlement and lot liability

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

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

### Further information

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

### Management of an Owners Corporation

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

## OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

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<b>Owners Corporation No:</b>	Owners Corporation on Plan No. 339927A-2
<b>Property Address:</b>	Lot 216 at 233-239 Collins Street - OC 2, MELBOURNE VIC 3000
<b>Current Owner:</b>	Beepee Property Pty Ltd
<b>Postal Address:</b>	19 Station Street OAKLEIGH VIC 3166
<b>Applicant for the certificate is</b>	InfoTrack on behalf of SLF Lawyers
<b>Applicant Reference:</b>	2600787
<b>Date of Issue:</b>	The information in this certificate is issued on 26 <sup>th</sup> March 2026

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**IMPORTANT:** Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au)
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au) prior to settlement adjustments to ensure that all liabilities are captured and current.

### SETTLEMENT PAYMENT DETAILS

#### BPAY PAYMENT DETAILS

Biller Code: 96503

DEFT Reference Number: **253810394 119941**

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- (a) The current annual fees for the lot total **\$387.00** and is payable in **quarterly** instalments (Administration Fund: **\$382.60** & Maintenance Fund: **\$4.40**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

- (b) The date up to which the fees for the lot have been paid is **30 Jun 2026**.

- (c) The total of any unpaid fees or charges for the lot is:

#### **Administrative Fund**

Amount prepaid	\$95.65
Interest owing	\$0.00
Total amount in credit	\$95.65

#### **Maintenance Fund**

Amount prepaid	\$1.10
Interest owing	\$0.00
Total amount in credit	\$1.10

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?: Nil at this time. Please refer to the most recent AGM minutes as attached for further information.
- (f) The owners corporation has the following insurance cover:

Policy No.	93214015	Chubb Insurance Co. of Aust. Ltd.		
Type:	Strata	Broker: Scott Winton Insurance Brokers PO Box 300, BALACLAVA VIC 3183		
Premium:	\$117,514.00	Paid on:	05/12/2025	Policy start date: 30/11/2025    Next due: 30/11/2026
<i>Cover</i>		<i>Sum insured</i>	<i>Excess</i>	
.Building - All Claims		\$134,140,000.00	\$5,000.00	
.Common Area Contents		\$1,341,400.00	\$5,000.00	
.Loss of Rent/Temp Accommodation		\$33,165,000.00	\$0.00	
.Public/Legal Liability		\$20,000,000.00	\$5,000.00	
.Crime Insurance		\$100,000.00	\$5,000.00	
.Management Committee Liability		\$1,000,000.00	\$5,000.00	
.Voluntary Workers		\$200,000.00	\$0.00	
.Machinery Breakdown		\$25,000.00	\$5,000.00	
.Government Audit Costs		\$30,000.00	\$1,000.00	
.Appeal Expenses		\$150,000.00	\$1,000.00	
.Building - Earthquake		Insured	\$20,000.00	

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

- (g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.
- (h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.
- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: None at this time to our knowledge.
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?:

#### Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services

#### Leases & Licences

- None to our knowledge at this time.

#### Other Agreements

- None to our knowledge at this time.

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.

- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?: There are no notices or orders as at 26<sup>th</sup> March 2026.
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?: None to our knowledge at this time.
- (n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:
- Turnbull Cook Strata Management Pty Ltd**  
**Level 6, 3 Bowen Crescent Melbourne VIC 3004**  
**Phone: (03) 8697 0600 Email: [info@turnbullcook.com.au](mailto:info@turnbullcook.com.au)**
- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.
- (p) Any other information:
- None to our knowledge at this time
- (q) Documents required to be attached to the owners corporation certificate are:
- A copy of the latest financial statements
  - A copy of the minutes of the last annual general meeting of the owners corporation
  - A copy of the Model Rules/Consolidated Rules registered at Land Victoria
  - A copy of the insurance Certificate of Currency
  - A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled “*Statement of Advice and Information for Prospective Purchasers and Lot Owners*”

**PLEASE NOTE:**

**Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that:**

The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

**Section 135 (1) of the Owners Corporations Act 2006 specifies that:**

A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner’s mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: **26<sup>th</sup> March 2026**

In accordance with section 18A of the Owners Corporation Act 2006. The Owners Corporation is not required to have or use common seal.

Signed on behalf the Owners Corporation on Plan No 339927A-2 by:



Registered Manager Signature

**Kunal Parekh**

Turnbull Cook Strata Management Pty Ltd  
Level 6, 3 Bowen Crescent Melbourne VIC 3004  
Phone: (03) 8697 0600

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au) prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au)

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

## Owner Ledger

Start Date: 01/03/2024

End Date: 31/03/2028

Owners: One only

The Owners of OC 2--PS339927A-2

233-239 Collins Street - OC 2, MELBOURNE VIC 3000

Lot 216 Unit 216 Beepee Property Pty Ltd

UE / AE: 99.00 / 12,528.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/04/2024	Quarterly	O/C Contributions 01/04/24 to 30/06/24	95.60	95.60	1.10	1.10	0.00	0.00%	Standard	Normal	None
2	01/07/2024	Quarterly	O/C Contributions 01/07/24 to 30/09/24	95.65	95.65	1.10	1.10	0.00	0.00%	Standard	Normal	None
3	01/10/2024	Quarterly	O/C Contributions 01/10/24 to 31/12/24	95.65	95.65	1.10	1.10	0.00	0.00%	Standard	Normal	None
4	01/01/2025	Quarterly	O/C Contributions 01/01/25 to 31/03/25	95.65	95.65	1.10	1.10	0.00	0.00%	Standard	Normal	None
5	01/04/2025	Quarterly	O/C Contributions 01/04/25 to 30/06/25	95.60	95.60	1.10	1.10	0.00	0.00%	Standard	Normal	None
6	01/07/2025	Quarterly	O/C Contributions 01/07/25 to 30/09/25	95.65	95.65	1.10	1.10	0.00	0.00%	Standard	Normal	None
7	01/10/2025	Quarterly	O/C Contributions 01/10/25 to 31/12/25	95.65	95.65	1.10	1.10	0.00	0.00%	Standard	Normal	None
8	01/01/2026	Quarterly	O/C Contributions 01/01/26 to 31/03/26	95.65	95.65	1.10	1.10	0.00	0.00%	Standard	Normal	None
9	01/04/2026	Quarterly	O/C Contributions 01/04/26 to 30/06/26	95.65	95.65	1.10	1.10	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

### Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest			
14/03/2024	1587	Receipt	Banked		95.60	0.00	1.10	0.00	0.00	0.00	96.70		1
13/06/2024	1646	Receipt	Banked		95.65	0.00	1.10	0.00	0.00	0.00	96.75		2
12/09/2024	1690	Receipt	Banked		95.65	0.00	1.10	0.00	0.00	0.00	96.75		3
12/12/2024	1759	Receipt	Banked		95.65	0.00	1.10	0.00	0.00	0.00	96.75		4
13/03/2025	1818	Receipt	Banked		95.60	0.00	1.10	0.00	0.00	0.00	96.70		5

**Lot 216      Unit 216      Beepee Property Pty Ltd**

UE / AE: 99.00 / 12,528.00

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17/06/2025	1872	Receipt	Banked	95.65	0.00	1.10	0.00	0.00	96.75	6
16/09/2025	1926	Receipt	Banked	95.65	0.00	1.10	0.00	0.00	96.75	7
15/01/2026	2006	Receipt	Banked	95.65	0.00	1.10	0.00	0.00	96.75	8
18/03/2026	2035	Receipt	Banked	95.65	0.00	1.10	0.00	0.00	96.75	9

## Balance Sheet

### As at 26/03/2026

The Owners of OC 2--PS339927A-2

233-239 Collins Street - OC 2, MELBOURNE VIC  
3000

	Current period
<b>Owners' funds</b>	
Operating Surplus/Deficit--Admin	2,916.06
Owners Equity--Admin	9,118.04
	12,034.10
Operating Surplus/Deficit--Sinking	378.10
Owners Equity--Sinking	3,973.77
	4,351.87
<b>Net owners' funds</b>	<b>\$16,385.97</b>
<b>Represented by:</b>	
<b>Assets</b>	
Cash at Bank	16,282.80
Receivable--Levies	1,371.98
Receivable--Owners	386.00
<b>Total assets</b>	18,040.78
<b>Less liabilities</b>	
Creditor--GST	(61.20)
Prepaid Levies	1,715.80
Prepaid Levies--Unallocated	0.21
<b>Total liabilities</b>	1,654.81
<b>Net assets</b>	<b>\$16,385.97</b>

Date Issued: 30 November 2025

# Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 339927	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Insured	
Policy Number:	93214015	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 30 November 2025, Local Standard Time
	To:	4.00pm on 30 November 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	233 Collins Street, Melbourne VIC 3000	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 134,140,000
	<b>Common Contents</b>	AUD 1,341,400
	<b>Catastrophe</b>	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 40,242,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 175,723,400	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>

All the values on this Certificate of Currency are correct as at 30 November 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

A handwritten signature in black ink, appearing to read 'A De Corrado', with a horizontal line underneath.

Ana De Corrado  
Strata Underwriter

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Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687

# **MINUTES OF THE ANNUAL GENERAL MEETING**

## **OWNERS CORPORATION: 339927A-2**

### **Annual General Meeting of the Owners Corporation for 233-239 Collins Street - OC 2, MELBOURNE VIC 3000**

**HELD ON:** Monday, 8 December 2025

**COMMENCING AT:** 06:28 PM

**LOCATION:** Virtual Meeting Via Teams

#### **IN ATTENDANCE**

Lot #	Unit #	Attendance	Owner Name Representative
1B	1B	Yes	Martell Pty Ltd, Milton Levin
1D	1D	Yes	Martell Pty Ltd, Milton Levin
T2	T2	Yes	Martell Pty Ltd, Milton Levin
T3	T3	Yes	Martell Pty Ltd, Milton Levin
T4	T4	Yes	Martell Pty Ltd, Milton Levin
T5	T5	Yes	Martell Pty Ltd, Milton Levin
T6	T6	Yes	Martell Pty Ltd, Milton Levin
T7	T7	Yes	Martell Pty Ltd, Milton Levin
16	16	Yes	Martell Pty Ltd, Milton Levin
17	17	Yes	Martell Pty Ltd, Milton Levin
18F	18F	Yes	Martell Pty Ltd, Milton Levin
201	201	Yes	Privopoulos, Eleferios
315	315	Yes	Reed, Scott

Kunal Parekh representing Turnbull Cook Strata Management Pty Ltd  
Stuart Pope, Building Manager

#### **1 Quorum**

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were **not** present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the Owners Corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

#### **2 Chairperson of Meeting**

**It was resolved** that Kunal Parekh from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.

#### **3 Confirm Minutes of Last Annual General Meeting**

**It was resolved** that the minutes of the previous Annual General Meeting of the Owners Corporation held on **16/12/2024** were an accurate record of the proceeding at that meeting.

**4 Financial Statements**

**It was resolved** that the financial statements for the period ended **30/06/2025** as distributed be tabled and adopted.

**5 Committee Report**

The Committee did not present a report to the Owners Corporation.

**6 Election of Owners Corporation Committee**

**It was resolved** that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Milton Levin (Lot 1D) - Chairperson
- Joshua Levin (Lot 1B)
- Eleferios Privopoulos (Lot 201)

**It was resolved** that the Owners Corporation delegates, to the Committee of the Owners Corporation, all the powers and functions in accordance with the Act.

**7 Valuation**

The last valuation was obtained on **15/10/2025**. The recommended sum insured was **\$134,140,000**.

**8 Insurance**

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.93214015  
Chubb Insurance Co. of Aust. Ltd.  
Type : Strata  
Broker : Scott Winton Insurance Brokers  
Premium : \$117,514.00    Paid on : 05/12/2025    Start : 30/11/2025    Next due : 30/11/2026

<b>Cover</b>	<b>Sum Insured</b>	<b>Excess</b>
Building - All Claims	\$134,140,000.00	\$5,000.00
Common Area Contents - All Claims	\$1,341,400.00	\$5,000.00
Machinery Breakdown - All Claims	\$25,000.00	\$5,000.00
Loss of Rent/Temp Accommodation	\$33,165,000.00	\$0.00
Public/Legal Liability	\$20,000,000.00	\$5,000.00
Crime Insurance	\$100,000.00	\$5,000.00
Management Committee Liability	\$1,000,000.00	\$5,000.00
Government Audit Costs	\$30,000.00	\$1,000.00
Appeal Expenses	\$150,000.00	\$1,000.00
Voluntary Workers	\$200,000.00	\$0.00
Building - Earthquake	Insured	\$20,000.00

**It was resolved** that the Manager will obtain quotations for insurance cover from the appointed Broker prior to the renewal date and submit these to the Committee for approval. **It was resolved** that if a majority response is not received from the Committee prior to the renewal date, that the Manager is authorised to place insurance with the Broker's recommendation.

**It was further resolved** that if there are insufficient funds to meet the insurance premium when the renewal falls due, that the Manager may strike a special levy of no more than the amount of the premium with the levy to be apportioned on lot liability and payable within 28 days of the date of issue.

*Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager. Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.*

**9 Insurance Excess**

**It was resolved** that pursuant to Section 23A of the Owners Corporations Act 2006, the Owners Corporation will apply the following levies in regard to insurance:

- if there is damage to common property caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the Owners Corporation or the cost of the damage is less than the excess payable on the claim; or
- an excess on an insurance claim if the claim relates solely to the owner's lot.

**10 Expenditure Authority**  
**It was resolved** that the Owners Corporation delegates the Manager authority to undertake necessary works to common property up to the value of **\$1,000** without the authority of the Owners Corporation.

**11 Other Business**  
**11.1 Maintenance - Cyclical**

The following was **noted** in relation to cyclical maintenance:

- a. Caretaking
- b. Window Cleaning
- c. Gutter Cleaning
- d. Essential Services
- e. Anchor Point Testing
- f. Drain Clearance
- g. Other

**11.2 Maintenance - Repairs**

NIL

**11.3 Other Business**

Nil

**12 Budget**  
**It was resolved** that the proposed annual budget for the period ending **30/06/2026** be adopted as below:

- **Administration:** \$48,400.00
- **Maintenance:** \$550.00

**13 Annual Owners Corporation Fees**  
**It was resolved** that fees are to be paid in advance in Quarterly instalments.

**It was resolved** that the first such instalment be due on **01/07/2025** with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

**14 Recovery of Owners Corporation Fees**  
**It was resolved** that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

**It was resolved** that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

**It was resolved** that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.

Those fees are to be on-charged to the lot in arrears and are listed below:

- Overdue Levy Reminder Notice - Debt Recovery Stage 1 - \$20
- Initial Final Fee Notice - Debt Recovery Stage 2 - \$75
- Notice of VCAT application issued to lot owner - Debt Recovery Stage 3 - \$120

**NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.**

**15 Acknowledge Manager's Report**

The Manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.

**16 Set date for next meeting**

**It was resolved** not to set a date for annual general meeting.

**17 Close of Meeting**

**It was resolved** that the meeting closed at **6:32 PM**.

## Approved Budget to apply from 01/07/2025

The Owners of OC 2--PS339927A-2

233-239 Collins Street - OC 2, MELBOURNE VIC  
3000

### Administrative Fund

**Approved  
budget**

**Revenue**

Levies Due--Admin	44,000.00
<i>Total revenue</i>	44,000.00

**Less expenses**

Audit/Taxation/BAS Charges	1,100.00
Maint Bldg--Airconditioning/Ventilation	2,000.00
Maint Bldg--Contract Caretaker/Cleaner	5,000.00
Maint Bldg--Essential Services	1,500.00
Maint Bldg--General Repairs	1,000.00
Maint Bldg--Lift--Maintenance Contract	19,000.00
Maint Bldg--Plumbing & Drainage	4,000.00
Management Fees	390.00
Management Fixed Charges	50.00
Staff--Contract Building Manager	7,900.00
Trade Compliance/Archive/Key Charges	275.00
Utility--Water & Sewerage	5,600.00
<i>Total expenses</i>	47,815.00

**Surplus/Deficit**

	(3,815.00)
Opening balance	9,118.04

**Closing balance**

	\$5,303.04
--	------------

Total units of entitlement	12528
Levy contribution per unit entitlement	\$3.86

Budgeted standard levy revenue	44,000.00
Add GST	4,400.00
Amount to raise in levies including GST	\$48,400.00

**Maintenance Fund****Approved  
budget****Revenue**

Levies Due--Sinking	500.00
<i>Total revenue</i>	<u>500.00</u>

**Surplus/Deficit**

Opening balance	3,973.77
-----------------	----------

**Closing balance**\$4,473.77

Total units of entitlement	12528
Levy contribution per unit entitlement	\$0.04

Budgeted standard levy revenue	500.00
Add GST	50.00
Amount to raise in levies including GST	<u>\$550.00</u>

## Approved Levy Schedule to apply from 01/07/2025

The Owners of OC 2--PS339927A-2

233-239 Collins Street - OC 2, MELBOURNE VIC  
3000

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1B	1B	1497.00	1,445.90	16.45	1,462.35	5,849.40
1D	1D	641.00	619.10	7.05	626.15	2,504.60
T1	T1	192.00	185.45	2.15	187.60	750.40
T2	T2	213.00	205.75	2.35	208.10	832.40
T3	T3	182.00	175.80	2.00	177.80	711.20
T4	T4	176.00	170.00	1.95	171.95	687.80
T5	T5	272.00	262.75	3.00	265.75	1,063.00
T6	T6	459.00	443.35	5.05	448.40	1,793.60
T7	T7	577.00	557.30	6.35	563.65	2,254.60
16	16	500.00	482.95	5.50	488.45	1,953.80
17	17	500.00	482.95	5.50	488.45	1,953.80
18F	18F	3783.00	3,653.80	41.55	3,695.35	14,781.40
201	201	121.00	116.90	1.35	118.25	473.00
202	202	114.00	110.15	1.25	111.40	445.60
203	203	116.00	112.05	1.30	113.35	453.40
204	204	108.00	104.35	1.20	105.55	422.20
205	205	129.00	124.60	1.45	126.05	504.20
206	206	129.00	124.60	1.45	126.05	504.20
207	207	129.00	124.60	1.45	126.05	504.20
208	208	112.00	108.20	1.25	109.45	437.80
209	209	113.00	109.15	1.25	110.40	441.60
210	210	96.00	92.75	1.05	93.80	375.20
211A	311A	186.00	179.65	2.05	181.70	726.80
212	212	97.00	93.70	1.10	94.80	379.20
213	213	93.00	89.85	1.05	90.90	363.60
214	214	108.00	104.35	1.20	105.55	422.20
215	215	111.00	107.25	1.25	108.50	434.00
216	216	99.00	95.65	1.10	96.75	387.00
301	301	121.00	116.90	1.35	118.25	473.00
302	302	114.00	110.15	1.25	111.40	445.60
303	303	116.00	112.05	1.30	113.35	453.40
304	304	108.00	104.35	1.20	105.55	422.20
305	305	129.00	124.60	1.45	126.05	504.20
306	306	129.00	124.60	1.45	126.05	504.20
307	307	129.00	124.60	1.45	126.05	504.20
308	308	112.00	108.20	1.25	109.45	437.80
309	309	113.00	109.15	1.25	110.40	441.60

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

<b>Lot</b>	<b>Unit</b>	<b>Lot Liability</b>	<b>Admin Fund</b>	<b>Maintenance Fund</b>	<b>Quarterly Total</b>	<b>Annual Total</b>
310	310	96.00	92.75	1.05	93.80	375.20
312	312	97.00	93.70	1.10	94.80	379.20
313	313	93.00	89.85	1.05	90.90	363.60
314	314	108.00	104.35	1.20	105.55	422.20
315	315	111.00	107.25	1.25	108.50	434.00
316	316	99.00	95.65	1.10	96.75	387.00
		<b>12,528.00</b>	<b>\$12,101.05</b>	<b>\$138.35</b>	<b>\$12,239.40</b>	<b>\$48,957.60</b>

**MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.2) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM**

**CHAIRPERSON:** Resolved that Mr. M Levin be appointed to chair the meeting.

**RESOLUTIONS:** 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.



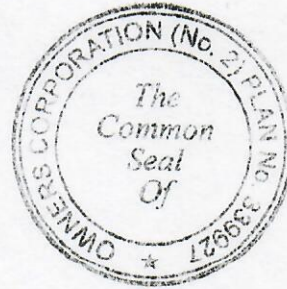
2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.  
The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.



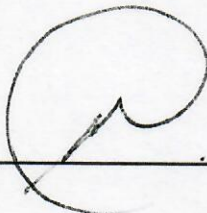
3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

**NUMBER IN FAVOUR:** Unanimous

**THE COMMON SEAL of OWNERS CORPORATION NO. 2 PS 339927A** was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation



Signature

  
\_\_\_\_\_

Name

MILTON LEVIN

Address

17 Craddock Ave North Caulfield  
3161

Sole Director

\_\_\_\_\_

MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.5) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM

---

CHAIRPERSON: Resolved that Mr. M Levin be appointed to chair the meeting.

RESOLUTIONS: 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.

2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.  
The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.

3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

NUMBER IN FAVOUR: Unanimous

THE COMMON SEAL of OWNERS CORPORATION NO. 5 PS 339927A was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation

Signature



---

Name

MILTON LEVIN.

Address

17 Craddock Ave  
North Caulfield 3161

Sole Director

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MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.4) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM

---

CHAIRPERSON: Resolved that Mr. M Levin be appointed to chair the meeting.

RESOLUTIONS: 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.

2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.

The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.

3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

NUMBER IN FAVOUR: Unanimous

THE COMMON SEAL of OWNERS CORPORATION NO. 4 PS 339927A was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation



Signature

Name

MILTON LEVIN.

Address

17 Craddock Ave, North  
carrfield  
3161

Sole Director

\_\_\_\_\_

**Minutes of Special General Meeting**  
**Body Corporate No.1 PS339927A**

**Held:** At Offices of Martell Pty Ltd  
Level 2, 454 St Kilda Road  
St Kilda 3182 @ 2.30pm on 14<sup>th</sup> March 2001

**Present:** LeBuild Pty Ltd - by Mr. P Gyopar (acting for BC3)  
Martell Pty Ltd - by Mr. M Levin (acting for BC1, BC2, B4 and BC5)

**Chairman:** Mr. M Levin was elected chairman of the meeting.

**Resolution 1** - It was resolved to waive the requirement for fourteen (14) days prior to notice of this meeting under Regulation 604(1) of the subdivision (Body Corporate) Regulations 1989.

**Number in Favour** - Unanimous

**Resolution 2** - It was resolved to grant Body Corporate No. 5 members and all title holders owning lots 1C - 70C inclusive together with their tenants, visitors, employees, agents, workers, individually and collectively and lots 1S and 2S situated on levels B1, B2, B3 of the property situated at 233 Collins Street, Melbourne the right to register an easement and change the plan of subdivision (if necessary) over the following property under the control of Body Corporate No. 1 for the purpose of access and egress.

**Lift 1 and Lift 2** - Belonging to Body Corporate No. 3, grants an easement over the lift shafts housing lifts one and two, giving access to levels Ground, B1 and B2 only.

**Lift 5** - To grant an easement and to alter the plan of subdivision (if necessary) over the shaft housing lift 5, giving access to levels one, two, three and ground.

The position on the plan, of the lifts mentioned above - 1, 2 and 5 are shown on the plan of MBS Surveyors sheet 8 of 31 Ref 8550000 Version E.

**Number in Favour** - Unanimous

THE COMMON SEAL of  
BODY CORPORATE NO.1 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Milton Levin, acting for BC1 as Chairman



THE COMMON SEAL of  
BODY CORPORATE NO.3 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Peter Gyopar, acting for BC3 as Chairman



THE COMMON SEAL of  
BODY CORPORATE NO.5 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Milton Levin, acting for BC5 as Chairman



**Minutes of Special General Meeting**  
**Body Corporate No.1 PS339927A**

**Held:** At Offices of Martell Pty Ltd  
Level 2, 454 St Kilda Road  
St Kilda 3182 @ 2pm on 13<sup>th</sup> June 2001

**Present:** LeBuild Pty Ltd - by Mr. P Gyopar (acting for BC3)  
Martell Pty Ltd - by Mr. M Levin ( acting for BC1, BC2, BC4 and BC5)

**Chairman:** Mr. M Levin was elected chairman of the meeting.

**RESOLUTION 1:**

**Waiver of Notice**

- It was resolved to waive the requirement for 14 days' notice prior to this meeting under regulation 604(1) of the Subdivision (Body Corporate) Regulations 1989.

**Number in Favour**

- Unanimous

**RESOLUTION 2:**

**Grant of Rights to Body Corporate No. 2 & Body Corporates No. 3,4,5**

- It was resolved to grant to Body Corporate No. 2, Body Corporate No. 3, Body Corporate No. 4, Body Corporate No. 5 ("Bodies Corporate") an easement of access and all appurtenant rights, privileges and licences to allow the bodies corporate individually and collectively and their members, tenant, employees, agents, workers, contractors and visitors removing, replacing and transferring Plant which is the property the Bodies Corporate.
- "Plant" includes, without limitation, all mechanical plant, fire services, lifts, pumps, boilers on the roof, and any other plant and equipment which is required for the use and enjoyment of the Bodies Corporate and which equipment lies on land owned by Body Corporate 1.

**Number In favour**

- Unanimous.

**RESOLUTION 3:**

- To amend the Plan of Subdivision PS 339927A to register on title any easements required by the bodies corporate referred to in Resolution 2 and over any land in which BC1 has an interest.

**Number In favour**

- Unanimous.

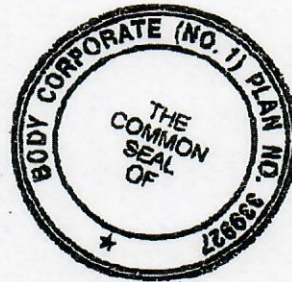
**RESOLUTION 4:**

- To grant BC2 and BC3 the right to register on title an easement and to change the plan of subdivision over the lift shafts housing lifts one and two belonging to BC3 and lift 5 belonging to BC2 in favour of Bodies Corporate 2, 3, 4 and 5 as shown on MBS Surveyors sheet 8 of 31 sheets ref.8550006 VersionE

**Number in favour**

- Unanimous.

THE COMMON SEAL of  
BODY CORPORATE NO.1 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



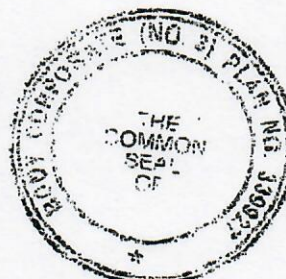
.....  
Milton Levin, acting for BC1 as Chairman


THE COMMON SEAL of  
BODY CORPORATE NO.2 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



.....  
Milton Levin, acting for BC2 as Chairman

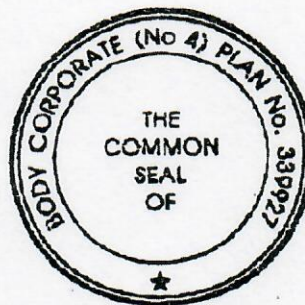
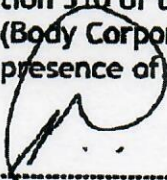
THE COMMON SEAL of  
BODY CORPORATE NO.3 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



.....  


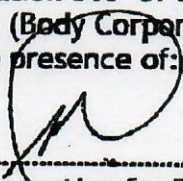
Peter Gyopar, acting for BC3 as Chairman

THE COMMON SEAL of )  
BODY CORPORATE NO.4 PS 339927A )  
was hereto affixed in accordance )  
with Regulation 310 of the )  
Subdivision (Body Corporate)Interim Regulations )  
2000 in the presence of )



.....  
Milton Levin, acting for BC4 as Chairman

THE COMMON SEAL of )  
BODY CORPORATE NO.5 PS 339927A )  
was hereto affixed in accordance )  
with Regulation 310 of the )  
Subdivision (Body Corporate)Interim Regulations )  
2000 in the presence of: )



.....  
Milton Levin, acting for BC5 as Chairman

**Special Rules for Body Corporates No. 1 (2+3)**  
**Under Plan No. PS339927A**

**1. NEGATIVE OBLIGATIONS**

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

**1.1 Use of Common Property and Lots**

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots.
- (b) Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate.
- (c) Use or permit a lot or the common property to be used for any purpose which may be illegal or injurious to the reputation of the building or may cause a nuisance or hazard to or may unreasonably interfere with the use and enjoyment thereof by any other member or occupier of any lot or visitor and invitees of any such member or occupier.
- (d) Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available for.
- (e) Enter any plant room, machinery room or other similar area without the prior written consent of the Body Corporate.
- (f) Use any part of the common property for a purpose other than the purpose for which it has been provided or for which it is properly available.

**1.2 Noise**

- (a) Make or permit to be made any undue noise in or about the common property or a member's lot.
- (b) Make or permit to be made noise from music or machinery which may be heard outside a member's lot.
- (c) Use on any part of the common property any radio, musical instrument or other device that emits sound at a level audible to other persons on the common property without the permission of the Body Corporate.

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**1.3 Animals**

Keep any animal on a member's lot or the common property.

**1.4 Insurance**

Do anything whereby any policy of insurance taken out by the Body Corporate may become void or voidable or which may make the Body Corporate liable for increase in premium.

**1.5 Balconies and Windows**

- (a) Hang or place on any balcony or in any window of a member's lot or in or about the common property anything which adversely affects the outward appearance or state of repair of a member's lot or the common property or which may otherwise affect the use and enjoyment of the lots and common property by members or occupiers.
- (b) Hang or place any washing on or from any balcony or in or from any window.
- (c) Use any balcony as a place of storage.
- (d) Place in a member's lot any window furnishings visible from outside a member's lot unless that part visible from the outside is of a neutral colour.
- (e) Allow any plant on any balcony to become overgrown or unkempt.
- (f) Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter.
- (g) Keep or allow anything belonging to a member or occupier of a member's lot to be on any balcony or any part of the exterior of a member's lot after being given notice by the Body Corporate to remove that thing after the Body Corporate has resolved that the thing is causing a nuisance or adversely effects the use and enjoyment of the lots and common property by members and occupiers.

**1.6 Advertising Signs**

Except as allowed under these Rules display any placard advertisement or sign (including For Sale or For Lease sign boards) in or about the common property or which is visible from outside a member's lot without the prior written consent of the Body Corporate.

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**1.7 Alteration of Lots and Common Property**

- (a) Make any alteration, addition to, paint or decorate the exterior of a member's lot without the prior written consent of the Body Corporate.
- (b) Make any alteration or addition to any part of the common property or to attach anything to any part of it without prior written consent of the Body Corporate.
- (c) Make any alteration to a member's lot which may cause or result in any damage or deterioration to any other lot or to the common property or which may otherwise adversely affect the use and enjoyment of other lots and the common property by other members or occupiers.

**1.8 Security**

Do anything which may adversely affect the security protection of any lot or common property including allowing person not being a member's or occupier's visitor or person authorised by the Body Corporate to enter common property.

**1.9 Garbage**

- (a) Put any garbage anywhere on the common property other than garbage bins or containers so designated by the Body Corporate.
- (b) Put any type of waste or garbage in Body Corporate garbage bins or containers other than the type of waste designated for those bins.
- (c) Put any waste or garbage in Body Corporate garbage bins or containers unless securely tied in a plastic bag.

**1.10 Smoking**

Smoking in any part of the common property including without limitation in lifts, passageways, foyers and stairs on the common property.

**1.11 Auction Sales**

Not hold or allow to be held in any lot or on any part of the common property any auction sales.

**1.12 Obstruction**

- (a) In any obstruct or permit obstructions of any walkways, pavements entrances courts service-ways corridors vestibules stairways landings halls roads fire escape or escape doors or any of them or any other parts of the common property or any appurtenances or conveniences or use them or any of them for any purpose other than those for which they are

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designed or intended or any of them for any purposes other than for those which they were designed or intended.

- (b) In any way cover or obstruct or interfere with any lights skylights windows or other means of illumination of the Common Property or any plant and equipment ventilators condensers heating airconditioning and fire sprinkler and service systems.
- (c) Throw anything out of the windows or doors, passages or skylights or into the light areas of the common property or deposit paper waste rubbish or rubbish anywhere except in proper receptacles or place any article or substance upon any ledge or other light part of the common property.
- (d) At any time burn rubbish or waste upon the lot or the common property.

## 2. POSITIVE OBLIGATIONS

### 2.1 Accident and Defects

A member must promptly given written notice to the Body Corporate of any accident occurring on the common property or any defect in or damage to the common property of which the member becomes aware.

### 2.2 Windows

A member must replace all broken windows on balconies or terraces in a member's lot.

### 2.3 Taps

A member must turn off all taps after use.

### 2.4 Cleanliness

A member must keep clean the member's lot and must take all reasonable steps to prevent infestation of the member's lot by vermin and insects.

## 3. SPECIAL SIGN RIGHTS

Sign Rights Granted to Lots 1, 2, 3, 12, 13, 14 and 15

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- (a) An owner or occupier of Lots 1, 2, 3, 12, 13, 14 and 15 may install on those parts of the common property that are directly adjacent or near to their lots signs:-
  - (i) which are of the nature usually displayed in connection with business of

the nature carried on in their lots;

- (ii) which are in keeping with the architectural style of the improvements making up the common property and the building.
  - (iii) which advertise that a business is conducted from the relevant lot.
- (b) Any question as to whether signs comply with this Rule if not resolved by agreement will be determined by an architect appointed by the Body Corporate. The fees of that architect must be paid by the relevant lot owner and the architect's determination will be final and binding. The architect will be acting as an expert and not as an arbitrator when making a determination under this Rule.

#### 4. BODY CORPORATE

4.1 The Body Corporate shall without limiting its powers, duties and obligations pursuant to the Subdivision Body Corporate Regulations 1989:-

- (A) Pay all costs of the management and operation of the common property subject to its right under the regulations to levy fees or charges on its members for reimbursement of the same.
- (b) Pay all rates, charges and other taxes (if any) charged on the common property.
- (c) Used its best endeavours to ensure the common property is kept in good and proper repair.
- (d) Keep the common property in a sound structural condition including without limitation carrying out promptly and in a proper and workmanlike manner all structural repairs, alterations or improvements to the common property as required.
  - (i) To maintain and keep the common property in good and substantial repair working order and condition; and
  - (ii) By any authority.

#### 5. FURTHER OBLIGATIONS ON MEMBERS

5.1 A member must ensure that the member and occupier of a member's lot will:-

- (a) use its best endeavours to protect and keep safe the lot and any property contained therein from theft and robbery and shall keep all doors, windows and other openings closed and securely fastened when the lot is not in use.

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- (b) provide all garbage cans trade waste containers tins and other containers of any kind and ensure that they are not allowed or left to remain in or on the landscaped portions of the Common Property.
- (c) provide access and all reasonable assistance to the Body Corporate and any trades person contractor or employee engaged by the Body Corporate to undertake maintenance repair service and installation of any fire sprinkler and support services, heating, airconditioning, condensers or any other plant and equipment located upon the Common Property which may require maintenance repair servicing or installation and which services one or more of the member's lots.

## 6. SERVICES

- 6.1 The Body Corporate shall use its best endeavours to ensure that all plant and equipment, heating, cooling, airconditioning, fire, sprinkler, condensers and fire protection services in the common property are operating and that any breakdown in those services is remedied as soon as reasonably practicable.

## 7. MEMBER'S WORKS

- 7.1 Should a member have obtained the consent of the Body Corporate for the renovation, refurbishment, development, re-development or the undertaking of any other building activity permitted by law, such member or its builder, contractor, agent, employee or invitee may temporarily during the period of necessary works access, make use of or pass through the common property or permanently affix, plumb, wire or effect any other proper structural building or related appurtenance provided that in doing so a member must ensure that such works are carried out with a minimum of noise disruption and convenience to other members as is reasonable in the circumstances having regard to the scope and nature of the necessary works and further that any permanent effect upon the common property or structure thereon is ultimately made good, repaired or reinstated to the reasonable satisfaction of the Body Corporate, if reasonably necessary and required.

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**Special Rules for Body Corporate No. 1  
Under Plan No. PS339927A**

**1. NEGATIVE OBLIGATIONS**

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

**1.1 Use of Common Property and Lots**

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots.
- (b) Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate.
- (c) Use or permit a lot or the common property to be used for any purpose which may be illegal or injurious to the reputation of the building or may cause a nuisance or hazard to or may unreasonably interfere with the use and enjoyment thereof by any other member or occupier of any lot or visitor and invitees of any such member or occupier.
- (d) Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available for.
- (e) Enter any plant room, machinery room or other similar area without the prior written consent of the Body Corporate.
- (f) Use any part of the common property for a purpose other than the purpose for which it has been provided or for which it is, properly available.

**1.2 Noise**

- (a) Make or permit to be made any undue noise in or about the common property or a member's lot.
- (b) Make or permit to be made noise from music or machinery which may be heard outside a member's lot.
- (c) Use on any part of the common property any radio, musical instrument or other device that emits sound at a level audible to other persons on the common property without the permission of the Body Corporate.

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**1.3 Animals**

Keep any animal on a member's lot or the common property.

**1.4 Insurance**

Do anything whereby any policy of insurance taken out by the Body Corporate may become void or voidable or which may make the Body Corporate liable for increase in premium.

**1.5 Balconies and Windows**

- (a) Hang or place on any balcony or in any window of a member's lot or in or about the common property anything which adversely affects the outward appearance or state of repair of a member's lot or the common property or which may otherwise affect the use and enjoyment of the lots and common property by members or occupiers.
- (b) Hang or place any washing on or from any balcony or in or from any window.
- (c) Use any balcony as a place of storage.
- (d) Place in a member's lot any window furnishings visible from outside a member's lot unless that part visible from the outside is of a neutral colour.
- (e) Allow any plant on any balcony to become overgrown or unkempt.
- (f) Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter.
- (g) Keep or allow anything belonging to a member or occupier of a member's lot to be on any balcony or any part of the exterior of a member's lot after being given notice by the Body Corporate to remove that thing after the Body Corporate has resolved that the thing is causing a nuisance or adversely effects the use and enjoyment of the lots and common property by members and occupiers.

**1.6 Advertising Signs**

Except as allowed under these Rules display any placard advertisement or sign (including For Sale or For Lease sign boards) in or about the common property or which is visible from outside a member's lot without the prior written consent of the Body Corporate.

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**1.7 Alteration of Lots and Common Property**

- (a) Make any alteration, addition to, paint or decorate the exterior of a member's lot without the prior written consent of the Body Corporate.
- (b) Make any alteration or addition to any part of the common property or to attach anything to any part of it without prior written consent of the Body Corporate.
- (c) Make any alteration to a member's lot which may cause or result in any damage or deterioration to any other lot or to the common property or which may otherwise adversely affect the use and enjoyment of other lots and the common property by other members or occupiers.

**1.8 Security**

Do anything which may adversely affect the security protection of any lot or common property including allowing person not being a member's or occupier's visitor or person authorised by the Body Corporate to enter common property.

**1.9 Garbage**

- (a) Put any garbage anywhere on the common property other than garbage bins or containers so designated by the Body Corporate.
- (b) Put any type of waste or garbage in Body Corporate garbage bins or containers other than the type of waste designated for those bins.
- (c) Put any waste or garbage in Body Corporate garbage bins or containers unless securely tied in a plastic bag.

**1.10 Smoking**

Smoking in any part of the common property including without limitation in lifts, passageways, foyers and stairs on the common property.

**1.11 Auction Sales**

Not hold or allow to be held in any lot or on any part of the common property any auction sales.

**1.12 Obstruction**

- (a) In any obstruct or permit obstructions of any walkways, pavements entrances courts service-ways corridors vestibules stairways landings halls roads fire escape or escape doors or any of them or any other parts of the common property or any appurtenances or conveniences or use them or any of them for any purpose other than those for which they are

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designed or intended or any of them for any purposes other than for those which they were designed or intended.

- (b) In any way cover or obstruct or interfere with any lights skylights windows or other means of illumination of the Common Property or any plant and equipment ventilators condensers heating airconditioning and fire sprinkler and service systems.
- (c) Throw anything out of the windows or doors, passages or skylights or into the light areas of the common property or deposit paper waste rubbish or rubbish anywhere except in proper receptacles or place any article or substance upon any ledge or other light part of the common property.
- (d) At any time burn rubbish or waste upon the lot or the common property.

## 2. POSITIVE OBLIGATIONS

### 2.1 Accident and Defects

A member must promptly give written notice to the Body Corporate of any accident occurring on the common property or any defect in or damage to the common property of which the member becomes aware.

### 2.2 Windows

A member must replace all broken windows on balconies or terraces in a member's lot.

### 2.3 Taps

A member must turn off all taps after use.

### 2.4 Cleanliness

A member must keep clean the member's lot and must take all reasonable steps to prevent infestation of the member's lot by vermin and insects.

## 3. SPECIAL SIGN RIGHTS

### Sign Rights Granted to Lots 1, 2, 3, 12, 13, 14 and 15

- (a) An owner or occupier of Lots 1, 2, 3, 12, 13, 14 and 15 may install on those parts of the common property that are directly adjacent or near to their lots signs:-
  - (i) which are of the nature usually displayed in connection with business of

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the nature carried on in their lots;

- (ii) which are in keeping with the architectural style of the improvements making up the common property and the building.
  - (iii) which advertise that a business is conducted from the relevant lot.
- (b) Any question as to whether signs comply with this Rule if not resolved by agreement will be determined by an architect appointed by the Body Corporate. The fees of that architect must be paid by the relevant lot owner and the architect's determination will be final and binding. The architect will be acting as an expert and not as an arbitrator when making a determination under this Rule.

#### 4. BODY CORPORATE

4.1 The Body Corporate shall without limiting its powers, duties and obligations pursuant to the Subdivision Body Corporate Regulations 1989:-

- (A) Pay all costs of the management and operation of the common property subject to its right under the regulations to levy fees or charges on its members for reimbursement of the same.
- (b) Pay all rates, charges and other taxes (if any) charged on the common property.
- (c) Used its best endeavours to ensure the common property is kept in good and proper repair.
- (d) Keep the common property in a sound structural condition including without limitation carrying out promptly and in a proper and workmanlike manner all structural repairs, alterations or improvements to the common property as required.
  - (i) To maintain and keep the common property in good and substantial repair working order and condition; and
  - (ii) By any authority.

#### 5. FURTHER OBLIGATIONS ON MEMBERS

5.1 A member must ensure that the member and occupier of a member's lot will:-

- (a) use its best endeavours to protect and keep safe the lot and any property contained therein from theft and robbery and shall keep all doors, windows and other openings closed and securely fastened when the lot is not in use.

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- (b) provide all garbage cans trade waste containers tins and other containers of any kind and ensure that they are not allowed or left to remain in or on the landscaped portions of the Common Property.
- (c) provide access and all reasonable assistance to the Body Corporate and any trades person contractor or employee engaged by the Body Corporate to undertake maintenance repair service and installation of any fire sprinkler and support services, heating, airconditioning, condensers or any other plant and equipment located upon the Common Property which may require maintenance repair servicing or installation and which services one or more of the member's lots.

## 6. SERVICES

- 6.1 The Body Corporate shall use its best endeavours to ensure that all plant and equipment, heating, cooling, airconditioning, fire, sprinkler, condensers and fire protection services in the common property are operating and that any breakdown in those services is remedied as soon as reasonably practicable.

## 7. MEMBER'S WORKS

- 7.1 Should a member have obtained the consent of the Body Corporate for the renovation, refurbishment, development, re-development or the undertaking of any other building activity permitted by law, such member or its builder, contractor, agent, employee or invitee may temporarily during the period of necessary works access, make use of or pass through the common property or permanently affix, plumb, wire or effect any other proper structural building or related appurtenance provided that in doing so a member must ensure that such works are carried out with a minimum of noise disruption and convenience to other members as is reasonable in the circumstances having regard to the scope and nature of the necessary works and further that any permanent effect upon the common property or structure thereon is ultimately made good, repaired or reinstated to the reasonable satisfaction of the Body Corporate, if reasonably necessary and required.

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**SCHEDULE 2**

Regulation 8

**MODEL RULES FOR AN OWNERS CORPORATION**

**1 Health, safety and security**

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

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

**1.2 Storage of flammable liquids and other dangerous substances and materials**

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

**1.3 Waste disposal**

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

# Owners Corporation

## Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

### What is an Owners Corporation?

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

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

### How are decisions made by an Owners Corporation?

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

### Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### Lot entitlement and lot liability

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

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

### Further information

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

### Management of an Owners Corporation

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

## OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

**Owners Corporation No:** Owners Corporation on Plan No. 339927A-6

**Property Address:** Lot 216 at 233-239 Collins Street - OC 6, MELBOURNE VIC 3000

**Current Owner:** Beepee Property Pty Ltd

**Postal Address:** 19 Station Street OAKLEIGH VIC 3166

**Applicant for the certificate is** InfoTrack on behalf of SLF Lawyers

**Applicant Reference:** 2600787

**Date of Issue:** The information in this certificate is issued on 26<sup>th</sup> March 2026

**IMPORTANT:** Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au)
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au) prior to settlement adjustments to ensure that all liabilities are captured and current.

### SETTLEMENT PAYMENT DETAILS

#### BPAY PAYMENT DETAILS

Biller Code: 96503

DEFT Reference Number: **241318013 122601**

- (a) The current annual fees for the lot total **\$2,372.00** and is payable in **quarterly** instalments (Administration Fund: **\$2,372.00** & Maintenance Fund: **\$0.00**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

- (b) The date up to which the fees for the lot have been paid is **30 Jun 2026**.

- (c) The total of any unpaid fees or charges for the lot is:

#### *Administrative Fund*

Amount prepaid	\$453.75
Interest owing	\$0.00
<b>Total amount in credit</b>	<b>\$453.75</b>

#### *Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
<b>Total amount owing</b>	<b>\$0.00</b>

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?: **Nil at this time. Please refer to the most recent AGM minutes as attached for further information.**
- (f) The owners corporation has the following insurance cover:

Policy No.	93214015	Chubb Insurance Co. of Aust. Ltd.		
Type:	Strata	Broker: Scott Winton Insurance Brokers PO Box 300, BALACLAVA VIC 3183		
Premium:	\$117,514.00	Paid on:	05/12/2025	Policy start date: 30/11/2025    Next due: 30/11/2026
<i>Cover</i>		<i>Sum insured</i>	<i>Excess</i>	
.Building - All Claims		\$134,140,000.00	\$5,000.00	
.Common Area Contents		\$1,341,400.00	\$5,000.00	
.Public/Legal Liability		\$20,000,000.00	\$5,000.00	
.Crime Insurance		\$100,000.00	\$5,000.00	
.Management Committee Liability		\$1,000,000.00	\$5,000.00	
.Building - Earthquake		included	\$20,000.00	
.Machinery Breakdown		\$25,000.00	\$5,000.00	
.Loss of Rent/Temp Accommodation		\$33,165,000.00	\$0.00	
.Government Audit Costs		\$30,000.00	\$1,000.00	
.Appeal Expenses		\$150,000.00	\$1,000.00	
.Voluntary Workers		\$200,000.00	\$0.00	

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

- (g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: **Not at this time.**
- (h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.
- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: **None at this time to our knowledge.**
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?:

#### Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services
- Elite– Lift Maintenance
- Spree Enterprises – Cleaning
- Linkfire – Essential Services
- PJM – Essential Services
- Energy Australia – Electricity
- Origin – Gas

#### Leases & Licences

- None to our knowledge at this time.

#### Other Agreements

A) grant to the owner from time to time of Level 1 to 3 Owner and below (Level 1 to 3 Owner) a 99-year lease at a rental of \$1 per annum (Sign Lease) to enable the Level 1 to 3 Owner to:

- Affix to the facade of the building (being that part of Common Property No. 1 to which the Qantas sign was then, or is still, currently affixed) a Qantas sign (or another sign to replace the Qantas sign) of the same or smaller dimensions and intrusiveness (having regard to colour and design and not being flashing or neon);
- Provide access through Common Property No.1 as and when required for the purpose of maintaining, assembling or disassembling the sign. and, if the facade becomes a part of another Owners Corporation, to ensure that these leasehold rights are preserved;
- while the facade of the building on all levels is in Common Property No.1, any decisions requiring alteration to the colour or appearance of the facade must not take place without the consent of members whose lot entitlements equal or exceed 75%.
- The Owners Corporation must not resolve to incur (or incur) expenditure of a capital nature in relation to the facade without the consent of members whose lot entitlements equal or exceed 75%.

B) On 29 November 2000, the Owners Corporation resolved by unanimous special resolution that: it consents to (and agrees to execute all necessary applications and documents) the subdivision of Levels 1, 2 and 3 by the Level B1 to 3 Owner substantially in accordance with a plan under Section 32 of the Subdivision Act 1988 as prepared by Reeds Consulting Pty Ltd (reference 1940417TT) (Levels 1 to 3 Plan) and any further subdivision of the areas so subdivided.  
[Note: Copies of the applicable minutes in relation to the above resolution and others are available as part of any inspection of records request.]

C) On 26 February 2001, the Owners Corporation resolved by unanimous special resolution: To grant rights to the Level B 1 to 3 Owner/s to:

- have access to the rooftop of the building for the purposes of attending to the air conditioning plant (being all present and future air conditioning plant which is dedicated to serve Levels 3 and below of the building (Air Conditioning Plant)) including maintenance, repair and replacement of the Air Conditioning Plant.
- Place upon any section of the rooftop of the building additional air conditioning plant provided only that there is no weight overloading of the rooftop and that there is no additional acoustic interference with the floor beneath the rooftop beyond that generated immediately before the additional air conditioning plant is installed.
- construct a platform or other structure upon the rooftop for the purposes of supporting any additional air conditioning plant which complies with paragraph (2) that the vendor, the Level B1 to 3 Owner/s and their respective successors and assigns undertake to the Owners Corporation that they are liable for the maintenance, repair, replacement and use of and the costs of supplying all services and utilities required for the operation of:
  - in the case of the vendor, all present and future air conditioning plant which is dedicated to serve Levels 4 and above of the building
  - in the case of the Level B 1 to 3 Owner/s, the Air Conditioning Plant and all additional air conditioning plant installed in accordance with paragraph a) II)

D) On 13 June 2001, the Owners Corporation resolved by unanimous special resolution:

- to grant to Owners Corporation No.2, Owners Corporation No.3, Owners Corporation No.4, Owners Corporation No.5 ("Owners Corporations") an easement of access and all appurtenant rights, privileges and licenses to allow the Owners Corporations individually and collectively and their members, tenants, employees, agents, workers, contractors and visitors removing, replacing and transferring Plant which is the property of the Owners Corporations
- "Plant" includes, without limitation, all mechanical plant, fire services, lift pumps, boilers on the roof, and any other plant and equipment which lies on land owned by Owners Corporation No. 1

E) On 13 June 2001, the Owners Corporation resolved by unanimous special resolution: To amend the Plan of Subdivision PS 339927 A to register on title any easements required by the Owners Corporations referred to in Item 5.4 and over any land in which Owners Corporation No.1 has an interest

F) On 13 June 2001, the Owners Corporation resolved by unanimous special resolution: To grant Owners Corporation No.2 and Owners Corporation No.3 the right to register on title an easement and to change the Plan of Subdivision over the lift shafts housing lifts one and two belonging to Owners Corporation No.3 and lift 5 belonging to Owners Corporation No.2 in favour of Owners Corporations Nos. 2, 3, 4 and 5 as shown on MBS Surveyors sheet 8 of 31 sheets ref. 8550006 Version E.

G) A lease has been granted over the Western Facade. Owners Corporation No.1 and/or Owners Corporation No.2 is/are party/parties to:

- I. Facade Voting Rights deed
- II. Sign Lease

H) Owners Corporation No.1 has entered into a Deed of Covenant Agreement with the owner of Owners Corporation No.5 - Frenfall Pty Ltd. This has been done to formalize the current situation so that contractors and other authorized persons for Owners Corporation No. 1 will not block Manchester Lane and/or restrict the current access to the basement carpark (Owners Corporation No.5).

I) Owners Corporation No.1 has entered into an Access Agreement with Owners Corporation No.5. This has been done to formalize the current situation in which contractors and other authorized persons for Owners Corporation No.1 access lift wells and other service equipment located in the basement area (Owners Corporation No.5).

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? : **None to our knowledge at this time.**
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?:
- A building notice has been served by the Melbourne Council regarding a balcony in Unit 1212. The Owners Corporation has issued a breach notice for the owner to undertake these works under the terms of the breach notice. The order refers to works required specifically by Lot #1212 only.
  - A building order has been issued in regards to fire equipment in various areas of the building. Owners Corporation has completed all works referred on the order and awaiting sign off from Council.
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?: **None to our knowledge at this time.**
- (n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:
- Turnbull Cook Strata Management Pty Ltd**  
**Level 6, 3 Bowen Crescent Melbourne VIC 3004**  
**Phone: (03) 8697 0600 Email: [info@turnbullcook.com.au](mailto:info@turnbullcook.com.au)**
- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? **No administrator is appointed.**
- (p) Any other information:
- **None to our knowledge at this time**

(q) Documents required to be attached to the owners corporation certificate are:

- A copy of the latest financial statements
- A copy of the minutes of the last annual general meeting of the owners corporation
- A copy of the Model Rules/Consolidated Rules registered at Land Victoria
- A copy of the insurance Certificate of Currency
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled “*Statement of Advice and Information for Prospective Purchasers and Lot Owners*”

**PLEASE NOTE:**

**Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that:**

The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

**Section 135 (1) of the Owners Corporations Act 2006 specifies that:**

A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner’s mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: **26<sup>th</sup> March 2026**

The Common Seal of Owners Corporation Plan No 339927A-6 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.

Signed on behalf the Owners Corporation on Plan No 339927A-6 by:



Registered Manager Signature

**Kunal Parekh**

Turnbull Cook Strata Management Pty Ltd  
Level 6, 3 Bowen Crescent Melbourne VIC 3004  
Phone: (03) 8697 0600

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au) prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to [certificate@turnbullcook.com.au](mailto:certificate@turnbullcook.com.au)

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

## Owner Ledger

Start Date: 01/03/2024

End Date: 31/03/2028

Owners: One only

The Owners of OC 6--PS339927A-6

233-239 Collins Street - OC 6, MELBOURNE VIC 3000

Lot 216 Unit 216 Beepee Property Pty Ltd

UE / AE: 10.00 / 320.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/04/2024	Quarterly	O/C Contributions 01/04/24 to 30/06/24	0.00	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
2	01/07/2024	Quarterly	O/C Contributions 01/07/24 to 30/09/24	584.40	584.40	0.00	0.00	0.00	0.00%	Standard	Normal	None
3	01/10/2024	Quarterly	O/C Contributions 01/10/24 to 31/12/24	584.40	584.40	0.00	0.00	0.00	0.00%	Standard	Normal	None
4	01/01/2025	Quarterly	O/C Contributions 01/01/25 to 31/03/25	584.40	584.40	0.00	0.00	0.00	0.00%	Standard	Normal	None
5	01/04/2025	Quarterly	O/C Contributions 01/04/25 to 30/06/25	584.30	584.30	0.00	0.00	0.00	0.00%	Standard	Normal	None
6	01/07/2025	Quarterly	O/C Contributions 01/07/25 to 30/09/25	732.20	732.20	0.00	0.00	0.00	0.00%	Standard	Normal	None
7	01/10/2025	Quarterly	O/C Contributions 01/10/25 to 31/12/25	732.20	732.20	0.00	0.00	0.00	0.00%	Standard	Normal	None
8	01/01/2026	Quarterly	O/C Contributions 01/01/26 to 31/03/26	453.75	453.75	0.00	0.00	0.00	0.00%	Standard	Normal	None
9	15/01/2026	Once-off	Lot 216: Debt recovery Stage 1	20.00	20.00	0.00	0.00	0.00		Owner Invoice	Normal	None
10	01/04/2026	Quarterly	O/C Contributions 01/04/26 to 30/06/26	453.75	453.75	0.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

### Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Total amount		
13/06/2024	1179	Receipt	Banked		495.90	0.00	0.00	0.00	0.00	495.90		2
12/09/2024	1218	Receipt	Banked		584.40	0.00	0.00	0.00	0.00	584.40		3
12/12/2024	1251	Receipt	Banked		584.40	0.00	0.00	0.00	0.00	584.40		4
13/03/2025	1292	Receipt	Banked		584.30	0.00	0.00	0.00	0.00	584.30		5

**Lot 216      Unit 216      Beepee Property Pty Ltd**

UE / AE: 10.00 / 320.00

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17/06/2025	1323	Receipt	Banked	732.20	0.00	0.00	0.00	0.00	732.20	6
16/09/2025	1355	Receipt	Banked	732.20	0.00	0.00	0.00	0.00	732.20	7
15/01/2026	1403	Receipt	Banked	453.75	0.00	0.00	0.00	0.00	453.75	8, 9
22/01/2026	1408	Credit	Posted	20.00	0.00	0.00	0.00	0.00	20.00	8
18/03/2026	1425	Receipt	Banked	453.75	0.00	0.00	0.00	0.00	453.75	10

## Balance Sheet

### As at 26/03/2026

The Owners of OC 6--PS339927A-6

233-239 Collins Street - OC 6, MELBOURNE VIC  
3000

	Current period
<b>Owners' funds</b>	
Operating Surplus/Deficit--Admin	893.02
Owners Equity--Admin	24,038.87
	24,931.89
Operating Surplus/Deficit--Sinking	0.00
Owners Equity--Sinking	38,281.28
	38,281.28
<b>Net owners' funds</b>	<b>\$63,213.17</b>
<b>Represented by:</b>	
<b>Assets</b>	
Cash at Bank	67,496.95
Receivable--Levies	2,209.10
<b>Total assets</b>	<b>69,706.05</b>
<b>Less liabilities</b>	
Creditor--GST	(1,245.17)
Prepaid Levies	7,738.05
<b>Total liabilities</b>	<b>6,492.88</b>
<b>Net assets</b>	<b>\$63,213.17</b>

Date Issued: 30 November 2025

# Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 339927	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Insured	
Policy Number:	93214015	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 30 November 2025, Local Standard Time
	To:	4.00pm on 30 November 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	233 Collins Street, Melbourne VIC 3000	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 134,140,000
	<b>Common Contents</b>	AUD 1,341,400
	<b>Catastrophe</b>	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 40,242,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 175,723,400	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>

All the values on this Certificate of Currency are correct as at 30 November 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

A handwritten signature in black ink that reads "Ana De Corrado". The signature is written in a cursive style with a horizontal line underneath the name.

Ana De Corrado  
Strata Underwriter

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Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687

# **MINUTES OF THE ANNUAL GENERAL MEETING**

## **OWNERS CORPORATION: 339927A-6**

### **Annual General Meeting of the Owners Corporation for 233-239 Collins Street - OC 6, MELBOURNE VIC 3000**

**HELD ON:** Monday, 8 December 2025

**COMMENCING AT:** 05:30 PM

**LOCATION:** Virtual Meeting Via Teams

#### **IN ATTENDANCE**

Lot #	Unit #	Attendance	Owner Name Representative
201	201	Yes	Privopoulos, Eleferios
315	315	Yes	Reed, Scott

Kunal Parekh representing Turnbull Cook Strata Management Pty Ltd  
Stuart Pope, Building Manager.

#### **1 Quorum**

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were not present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the Owners Corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

#### **2 Chairperson of Meeting**

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were not present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the Owners Corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

#### **3 Confirm Minutes of Last Annual General Meeting**

**It was resolved** that the minutes of the previous Annual General Meeting of the Owners Corporation held on **16/12/2024** were an accurate record of the proceeding at that meeting.

#### **4 Financial Statements**

**It was resolved** that the financial statements for the period ended **30/06/2025** as distributed be tabled and adopted.

## 5 Committee Report

The Committee did not present a report to the Owners Corporation.

## 6 Election of Owners Corporation Committee

**It was resolved** that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Eleferios Privopoulos (Lot 201)
- Scott Reed (Lot 315)

**It was resolved** that the Owners Corporation delegates, to the Committee of the Owners Corporation, all the powers and functions in accordance with the Act.

## 7 Valuation

The last valuation was obtained on **15/10/2025**. The recommended sum insured was **\$134,140,000**.

## 8 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.93214015

Chubb Insurance Co. of Aust. Ltd.

Type : Strata

Broker : Scott Winton Insurance Brokers

Premium : \$117,514.00    Paid on : 05/12/2025    Start : 30/11/2025    Next due : 30/11/2026

<b>Cover</b>	<b>Sum Insured</b>	<b>Excess</b>
Building - All Claims	\$134,140,000.00	\$5,000.00
Common Area Contents - All Claims	\$1,341,400.00	\$5,000.00
Machinery Breakdown - All Claims	\$25,000.00	\$5,000.00
Loss of Rent/Temp Accommodation	\$33,165,000.00	\$0.00
Public/Legal Liability	\$20,000,000.00	\$5,000.00
Crime Insurance	\$100,000.00	\$5,000.00
Management Committee Liability	\$1,000,000.00	\$5,000.00
Government Audit Costs	\$30,000.00	\$1,000.00
Appeal Expenses	\$150,000.00	\$1,000.00
Voluntary Workers	\$200,000.00	\$0.00
Building - Earthquake	included	\$20,000.00

**It was resolved** that the Manager will obtain quotations for insurance cover from the appointed Broker prior to the renewal date and submit these to the Committee for approval. **It was resolved** that if a majority response is not received from the Committee prior to the renewal date, that the Manager is authorised to place insurance with the Broker's recommendation.

**It was further resolved** that if there are insufficient funds to meet the insurance premium when the renewal falls due, that the Manager may strike a special levy of no more than the amount of the premium with the levy to be apportioned on lot liability and payable within 28 days of the date of issue.

*Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager. Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.*

## 9 Insurance Excess

**It was resolved** that pursuant to Section 23A of the Owners Corporations Act 2006, the Owners Corporation will apply the following levies in regard to insurance:

- if there is damage to common property caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the Owners Corporation or the cost of the damage is less than the excess payable on the claim; or
- an excess on an insurance claim if the claim relates solely to the owner's lot.

## 10 Expenditure Authority

**It was resolved** that the Owners Corporation delegates the Manager authority to undertake necessary works to common property up to the value of **\$1,000** without the authority of the Owners Corporation.

11 **Other Business**  
**11.1 Maintenance - Cyclical**

The following was **noted** in relation to cyclical maintenance:

- a. Caretaking - Spree Enterprise
- b. Window Cleaning - CWC
- c. Essential Services - Linkfire
- d. Pest Control - Kerr's Pest Control

**11.2 Maintenance - Repairs**

NIL

**11.3 Other Business**

NIL

12 **Budget**

**It was resolved** that the proposed annual budget for the period ending **30/06/2026** be adopted as below:

- **Administration:** \$69,000 + GST
- **Maintenance:** \$0.00

**It was resolved** that the proposed annual budget for the period ending **30/06/2027** be adopted as below:

- **Administration:** \$80,000 + GST
- **Maintenance:** \$0.00

13 **Annual Owners Corporation Fees**

**It was resolved** that fees are to be paid in advance in Quarterly instalments.

**It was resolved** that the first such instalment be due on **01/07/2025** with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

14 **Recovery of Owners Corporation Fees**

**It was resolved** that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

**It was resolved** that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

**It was resolved** that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.

Those fees are to be on-charged to the lot in arrears and are listed below:

- Overdue Levy Reminder Notice - Debt Recovery Stage 1 - \$20
- Initial Final Fee Notice - Debt Recovery Stage 2 - \$75
- Notice of VCAT application issued to lot owner - Debt Recovery Stage 3 - \$120

**NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.**

- 15 Acknowledge Manager's Report**  
The Manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.
- 16 Set date for next meeting**  
**It was resolved** not to set a date for annual general meeting.
- 17 Close of Meeting**  
**It was resolved** that the meeting closed at **07:01 PM**.

## Approved Budget to apply from 01/07/2025

The Owners of OC 6--PS339927A-6

233-239 Collins Street - OC 6, MELBOURNE VIC  
3000

### Administrative Fund

**Approved  
budget**

**Revenue**

Levies Due--Admin	69,000.00
<i>Total revenue</i>	69,000.00

**Less expenses**

Maint Bldg--Cleaning--Windows/Glass	700.00
Maint Bldg--Contract Caretaker/Cleaner	23,000.00
Maint Bldg--Essential Services	2,000.00
Maint Bldg--General Repairs	2,000.00
Maint Bldg--Pest/Vermin Control	720.00
Management Fees	4,400.00
Management Fixed Charges	550.00
Staff--Contract Building Manager	21,500.00
Trade Compliance/Archive/Key Charges	275.00
Utility--Electricity	2,500.00
Utility--Gas	10,000.00
Utility--Water & Sewerage	11,000.00
<i>Total expenses</i>	78,645.00

**Surplus/Deficit**

	(9,645.00)
Opening balance	24,038.87

**Closing balance**

	\$14,393.87
--	-------------

Total units of entitlement	320
Levy contribution per unit entitlement	\$237.19

Budgeted standard levy revenue	69,000.00
Add GST	6,900.00
Amount to raise in levies including GST	\$75,900.00

## Approved Levy Schedule to apply from 01/07/2025

The Owners of OC 6--PS339927A-6

233-239 Collins Street - OC 6, MELBOURNE VIC  
3000

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
201	201	10.00	593.00	0.00	593.00	2,372.00
202	202	10.00	593.00	0.00	593.00	2,372.00
203	203	10.00	593.00	0.00	593.00	2,372.00
204	204	10.00	593.00	0.00	593.00	2,372.00
205	205	10.00	593.00	0.00	593.00	2,372.00
206	206	10.00	593.00	0.00	593.00	2,372.00
207	207	10.00	593.00	0.00	593.00	2,372.00
208	208	10.00	593.00	0.00	593.00	2,372.00
209	209	10.00	593.00	0.00	593.00	2,372.00
210	210	10.00	593.00	0.00	593.00	2,372.00
211A	311A	20.00	1,185.95	0.00	1,185.95	4,743.80
212	212	10.00	593.00	0.00	593.00	2,372.00
213	213	10.00	593.00	0.00	593.00	2,372.00
214	214	10.00	593.00	0.00	593.00	2,372.00
215	215	10.00	593.00	0.00	593.00	2,372.00
216	216	10.00	593.00	0.00	593.00	2,372.00
301	301	10.00	593.00	0.00	593.00	2,372.00
302	302	10.00	593.00	0.00	593.00	2,372.00
303	303	10.00	593.00	0.00	593.00	2,372.00
304	304	10.00	593.00	0.00	593.00	2,372.00
305	305	10.00	593.00	0.00	593.00	2,372.00
306	306	10.00	593.00	0.00	593.00	2,372.00
307	307	10.00	593.00	0.00	593.00	2,372.00
308	308	10.00	593.00	0.00	593.00	2,372.00
309	309	10.00	593.00	0.00	593.00	2,372.00
310	310	10.00	593.00	0.00	593.00	2,372.00
312	312	10.00	593.00	0.00	593.00	2,372.00
313	313	10.00	593.00	0.00	593.00	2,372.00
314	314	10.00	593.00	0.00	593.00	2,372.00
315	315	10.00	593.00	0.00	593.00	2,372.00
316	316	10.00	593.00	0.00	593.00	2,372.00
		<b>320.00</b>	<b>\$18,975.95</b>	<b>\$0.00</b>	<b>\$18,975.95</b>	<b>\$75,903.80</b>

## Approved Budget to apply from 01/07/2026

The Owners of OC 6--PS339927A-6

233-239 Collins Street - OC 6, MELBOURNE VIC  
3000

### Administrative Fund

**Approved  
budget**

**Revenue**

Levies Due--Admin	80,000.00
<i>Total revenue</i>	80,000.00

**Less expenses**

Admin--Auditors--Audit Services	0.00
Insurance--Premiums	0.00
Maint Bldg--Cleaning--Windows/Glass	700.00
Maint Bldg--Contract Caretaker/Cleaner	23,000.00
Maint Bldg--Electrical	0.00
Maint Bldg--Essential Services	2,000.00
Maint Bldg--General Repairs	2,000.00
Maint Bldg--Gutters & Downpipes	0.00
Maint Bldg--Lift--Maintenance Contract	0.00
Maint Bldg--Locks	0.00
Maint Bldg--Pest/Vermin Control	720.00
Maint Bldg--Plumbing & Drainage	0.00
Maint Grounds--Lawns & Gardening	0.00
Management Fees	4,400.00
Management Fixed Charges	550.00
Management Services - Professional Fees	0.00
Staff--Contract Building Manager	21,500.00
Trade Compliance/Archive/Key Charges	275.00
Utility--Electricity	2,500.00
Utility--Gas	10,000.00
Utility--Waste Management	0.00
Utility--Water & Sewerage	11,000.00
<i>Total expenses</i>	78,645.00

**Surplus/Deficit**

1,355.00

Opening balance	51,498.95
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**Closing balance**

\$52,853.95

**Administrative Fund**

**Approved  
budget**

Total units of entitlement	320
Levy contribution per unit entitlement	\$275.00
Budgeted standard levy revenue	80,000.00
Add GST	8,000.00
Amount to raise in levies including GST	<hr/> \$88,000.00

**Maintenance Fund****Approved  
budget****Revenue**

Levies Due--Sinking	0.00
<i>Total revenue</i>	<u>0.00</u>

**Less expenses**

Maint Bldg--General Repairs	0.00
Maint Grounds--Lawns & Gardening	0.00
Staff--Contract Caretaker/Cleaner	0.00
<i>Total expenses</i>	<u>0.00</u>

**Surplus/Deficit**

	0.00
Opening balance	38,281.28

**Closing balance**\$38,281.28

Total units of entitlement	320
Levy contribution per unit entitlement	\$0.00

Budgeted standard levy revenue	0.00
Add GST	0.00
Amount to raise in levies including GST	<u>\$0.00</u>

## Approved Levy Schedule to apply from 01/07/2026

The Owners of OC 6--PS339927A-6

233-239 Collins Street - OC 6, MELBOURNE VIC  
3000

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
201	201	10.00	687.50	0.00	687.50	2,750.00
202	202	10.00	687.50	0.00	687.50	2,750.00
203	203	10.00	687.50	0.00	687.50	2,750.00
204	204	10.00	687.50	0.00	687.50	2,750.00
205	205	10.00	687.50	0.00	687.50	2,750.00
206	206	10.00	687.50	0.00	687.50	2,750.00
207	207	10.00	687.50	0.00	687.50	2,750.00
208	208	10.00	687.50	0.00	687.50	2,750.00
209	209	10.00	687.50	0.00	687.50	2,750.00
210	210	10.00	687.50	0.00	687.50	2,750.00
211A	311A	20.00	1,375.00	0.00	1,375.00	5,500.00
212	212	10.00	687.50	0.00	687.50	2,750.00
213	213	10.00	687.50	0.00	687.50	2,750.00
214	214	10.00	687.50	0.00	687.50	2,750.00
215	215	10.00	687.50	0.00	687.50	2,750.00
216	216	10.00	687.50	0.00	687.50	2,750.00
301	301	10.00	687.50	0.00	687.50	2,750.00
302	302	10.00	687.50	0.00	687.50	2,750.00
303	303	10.00	687.50	0.00	687.50	2,750.00
304	304	10.00	687.50	0.00	687.50	2,750.00
305	305	10.00	687.50	0.00	687.50	2,750.00
306	306	10.00	687.50	0.00	687.50	2,750.00
307	307	10.00	687.50	0.00	687.50	2,750.00
308	308	10.00	687.50	0.00	687.50	2,750.00
309	309	10.00	687.50	0.00	687.50	2,750.00
310	310	10.00	687.50	0.00	687.50	2,750.00
312	312	10.00	687.50	0.00	687.50	2,750.00
313	313	10.00	687.50	0.00	687.50	2,750.00
314	314	10.00	687.50	0.00	687.50	2,750.00
315	315	10.00	687.50	0.00	687.50	2,750.00
316	316	10.00	687.50	0.00	687.50	2,750.00
		<b>320.00</b>	<b>\$22,000.00</b>	<b>\$0.00</b>	<b>\$22,000.00</b>	<b>\$88,000.00</b>

**MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.2) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM**

**CHAIRPERSON:** Resolved that Mr. M Levin be appointed to chair the meeting.

**RESOLUTIONS:** 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.



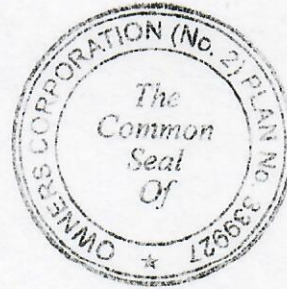
2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.  
The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.



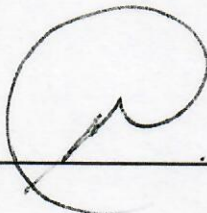
3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

**NUMBER IN FAVOUR:** Unanimous

**THE COMMON SEAL of OWNERS CORPORATION NO. 2 PS 339927A** was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation



Signature

  
\_\_\_\_\_

Name

MILTON LEVIN

Address

17 Craddock Ave North Caulfield  
3161

Sole Director

\_\_\_\_\_

MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.5) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM

CHAIRPERSON: Resolved that Mr. M Levin be appointed to chair the meeting.

RESOLUTIONS: 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.

2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.  
The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.

3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

NUMBER IN FAVOUR: Unanimous

THE COMMON SEAL of OWNERS CORPORATION NO. 5 PS 339927A was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation

Signature



Name

MILTON LEVIN.

Address

17 Craddock Ave  
North Caulfield 3161

Sole Director



MINUTES OF SPECIAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION (NO.4) PLAN NO. 339927 (233 Collins Street, MELBOURNE) HELD AT THE OFFICES OF COHEN FASCIANI, CHARTERED ACCOUNTANTS, 29 CLAREMONT STREET, SOUTH YARRA 3141 ON MONDAY 25<sup>TH</sup> FEBRUARY, 2008 AT 4.15 PM

---

CHAIRPERSON: Resolved that Mr. M Levin be appointed to chair the meeting.

RESOLUTIONS: 1. Waiver of Notice  
It was resolved to wave any requirement for 14 days notice of this meeting.

2. It was agreed at the meeting to sign and seal the "Deed of Covenant" Manchester Lane, Melbourne, drafted by Kalus Kenny Lawyers. All terms and conditions are accepted.

The signatories to the agreement are Martell Pty Ltd, Frenfall Pty Ltd, Owners Corporation 2 and Owners Corporation 1.

3. It was agreed at the meeting to sign and seal the "Access Licence" agreement drafted by Kalus Kenny Lawyers for the car park 233 - 239 Collins Street, Melbourne. All terms and conditions in the licence agreement are accepted. The signatories to the agreement are Owners Corporation 1, 2, 3, 4 and 5.

NUMBER IN FAVOUR: Unanimous

THE COMMON SEAL of OWNERS CORPORATION NO. 4 PS 339927A was hereto affixed in accordance with Section 19-21 of the Owners Act 2006 Corporation



Signature

Name

MILTON LEVIN.

Address

17 Craddock Ave, North  
carrfield  
3161

Sole Director

\_\_\_\_\_

**Minutes of Special General Meeting**  
**Body Corporate No.1 PS339927A**

**Held:** At Offices of Martell Pty Ltd  
Level 2, 454 St Kilda Road  
St Kilda 3182 @ 2.30pm on 14<sup>th</sup> March 2001

**Present:** LeBuild Pty Ltd - by Mr. P Gyopar (acting for BC3)  
Martell Pty Ltd - by Mr. M Levin (acting for BC1, BC2, B4 and BC5)

**Chairman:** Mr. M Levin was elected chairman of the meeting.

**Resolution 1** - It was resolved to waive the requirement for fourteen (14) days prior to notice of this meeting under Regulation 604(1) of the subdivision (Body Corporate) Regulations 1989.

**Number in Favour** - Unanimous

**Resolution 2** - It was resolved to grant Body Corporate No. 5 members and all title holders owning lots 1C - 70C inclusive together with their tenants, visitors, employees, agents, workers, individually and collectively and lots 1S and 2S situated on levels B1, B2, B3 of the property situated at 233 Collins Street, Melbourne the right to register an easement and change the plan of subdivision (if necessary) over the following property under the control of Body Corporate No. 1 for the purpose of access and egress.

**Lift 1 and Lift 2** - Belonging to Body Corporate No. 3, grants an easement over the lift shafts housing lifts one and two, giving access to levels Ground, B1 and B2 only.

**Lift 5** - To grant an easement and to alter the plan of subdivision (if necessary) over the shaft housing lift 5, giving access to levels one, two, three and ground.

The position on the plan, of the lifts mentioned above - 1, 2 and 5 are shown on the plan of MBS Surveyors sheet 8 of 31 Ref 8550000 Version E.

**Number in Favour** - Unanimous

THE COMMON SEAL of  
BODY CORPORATE NO.1 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Milton Levin, acting for BC1 as Chairman



THE COMMON SEAL of  
BODY CORPORATE NO.3 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Peter Gyopar, acting for BC3 as Chairman



THE COMMON SEAL of  
BODY CORPORATE NO.5 PS 339927A  
was hereto affixed in accordance  
with Regulations 618 and 619 of the  
Subdivision (Body Corporate) Regulations  
1989 in the presence of:

.....  
Milton Levin, acting for BC5 as Chairman



**Minutes of Special General Meeting**  
**Body Corporate No.1 PS339927A**

**Held:** At Offices of Martell Pty Ltd  
Level 2, 454 St Kilda Road  
St Kilda 3182 @ 2pm on 13<sup>th</sup> June 2001

**Present:** LeBuild Pty Ltd - by Mr. P Gyopar (acting for BC3)  
Martell Pty Ltd - by Mr. M Levin ( acting for BC1, BC2, BC4 and BC5)

**Chairman:** Mr. M Levin was elected chairman of the meeting.

**RESOLUTION 1:**

**Waiver of Notice**

- It was resolved to waive the requirement for 14 days' notice prior to this meeting under regulation 604(1) of the Subdivision (Body Corporate) Regulations 1989.

**Number in Favour**

- Unanimous

**RESOLUTION 2:**

**Grant of Rights to Body Corporate No. 2 & Body Corporates No. 3,4,5**

- It was resolved to grant to Body Corporate No. 2, Body Corporate No. 3, Body Corporate No. 4, Body Corporate No. 5 ("Bodies Corporate") an easement of access and all appurtenant rights, privileges and licences to allow the bodies corporate individually and collectively and their members, tenant, employees, agents, workers, contractors and visitors removing, replacing and transferring Plant which is the property the Bodies Corporate.
- "Plant" includes, without limitation, all mechanical plant, fire services, lifts, pumps, boilers on the roof, and any other plant and equipment which is required for the use and enjoyment of the Bodies Corporate and which equipment lies on land owned by Body Corporate 1.

**Number In favour**

- Unanimous.

**RESOLUTION 3:**

- To amend the Plan of Subdivision PS 339927A to register on title any easements required by the bodies corporate referred to in Resolution 2 and over any land in which BC1 has an interest.

**Number In favour**

- Unanimous.

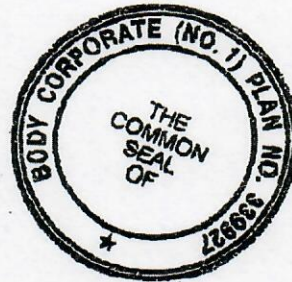
**RESOLUTION 4:**

- To grant BC2 and BC3 the right to register on title an easement and to change the plan of subdivision over the lift shafts housing lifts one and two belonging to BC3 and lift 5 belonging to BC2 in favour of Bodies Corporate 2, 3, 4 and 5 as shown on MBS Surveyors sheet 8 of 31 sheets ref.8550006 VersionE

**Number in favour**

- Unanimous.

THE COMMON SEAL of  
BODY CORPORATE NO.1 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



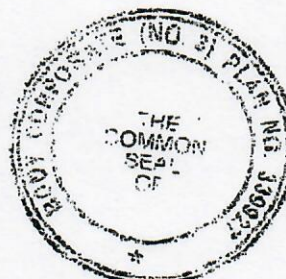
.....  
Milton Levin, acting for BC1 as Chairman


THE COMMON SEAL of  
BODY CORPORATE NO.2 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



.....  
Milton Levin, acting for BC2 as Chairman

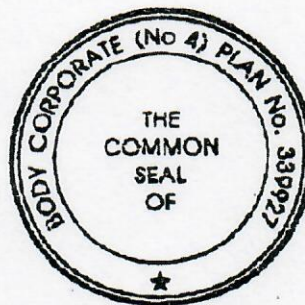
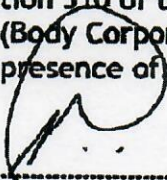
THE COMMON SEAL of  
BODY CORPORATE NO.3 PS 339927A  
was hereto affixed in accordance  
with Regulation 310 of the  
Subdivision (Body Corporate)Interim Regulations  
2000 in the presence of:



.....  


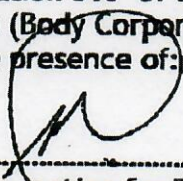
Peter Gyopar, acting for BC3 as Chairman

THE COMMON SEAL of )  
BODY CORPORATE NO.4 PS 339927A )  
was hereto affixed in accordance )  
with Regulation 310 of the )  
Subdivision (Body Corporate)Interim Regulations )  
2000 in the presence of )



.....  
Milton Levin, acting for BC4 as Chairman

THE COMMON SEAL of )  
BODY CORPORATE NO.5 PS 339927A )  
was hereto affixed in accordance )  
with Regulation 310 of the )  
Subdivision (Body Corporate)Interim Regulations )  
2000 in the presence of: )



.....  
Milton Levin, acting for BC5 as Chairman

**Owners Corporation Notification  
Of Making, Amendment or  
Revocation of Rules**  
Section 142 Owners Corporation Act 2006



Lodged by:

Name: Kalus Kenny Lawyers  
Phone: 9826 2622  
Address: Suite 3, Level 3, The Como Centre, 299 Toorak Road, South Yarra  
Ref: HK:EB:140027  
Customer Code: 3875P

Owners Corporation No.6

Plan Number: 339927A

Supplied with this notification is:

1. The consolidated copy of the Rules of the Owners Corporation currently in force.
2. The special resolution passed on 20 February 2014 under Section 138 of the *Owners Corporation Act 2006* authorising the making of the rules of the Owners Corporation.

Date: 21 February 2014

Signature of current Practitioner  
under the Legal Profession Act 2004

**EMILY SARA BAKER**  
Australian Legal Practitioner within the  
Meaning of the Legal Profession Act 2004  
**KALUS KENNY INTELEX**  
Suite 3, Level 3, Como Centre,  
299 Toorak Road South Yarra Vic 3141

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

**THE BACK OF THIS FORM MUST NOT BE USED**

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

**AK924398F**



**RULES OF OWNERS CORPORATION NO.6  
Plan No. PS339927A**

**Levels 2 and 3, 233 Collins Street, Melbourne**

**1. DEFINITIONS**

In these rules:

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

**Building** means the improvements situated on the land located at 239 Collins Street, Melbourne.

**Common Property** means Common Property No.6 in the Plan of Subdivision.

**Developer** means Validiom Pty Ltd ACN 154 910 997 C/- Cohen Fasciani Pty Ltd of Suite 29, Level 3, 25 Claremont Street, South Yarra, Victoria 3141

**Development** means the improvements constructed on levels 2 and 3 of the Building and associated work which has been or will be carried out by the Developer on the land comprising the Plan of Subdivision.

**Lot** means a lot in the Plan of Subdivision.

**Manager** means the company for the time being appointed by the Owners Corporation as its Manager and a reference in these rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

**Model Rules** means the model rules prescribed by the *Owners Corporation Act 2006* (Vic) a copy of which is in Annexure A.

**Owners Corporation** means Owners Corporation No. 6 – Plan No. PS339927A.

**Plan of Subdivision** means the Plan under Section 32 of the Subdivision Act which amends Plan of Subdivision No. PS339927A being the Plan of Subdivision to which the Owners Corporation relates.

**Proprietor** means the owner of a Lot being a member of the Owners Corporation.

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

**Rules** means these Owners Corporation Rules.

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
- (d) a reference to a thing includes part of that thing; and
- (e) subject always to the provisions of the *Owners Corporations Act 2006* (Vic) and regulations thereof, the obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

## **2. SUPPORT AND PROVISION OF SERVICES**

- 2.1. Unless the Owners Corporation has first provided its written consent, a Proprietor or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:
- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
  - (b) the structural and functional integrity of any part of the Common Property is impaired; or
  - (c) the passage or provision of services through the Lot or the Common Property is interfered with.
- 2.2. A Proprietor or occupier of a Lot must not install a safe in a Lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation.
- 2.3. The Owners Corporation may share amongst members the costs of supply to and maintenance of any gas facility or power facility required for heating or air-conditioning the whole of the Common Property. Where any Lot is not separately metered in relation to any service, including gas, electricity, telephone and/or water, then the Proprietor or occupier of the Lot shall pay a proportion of such service and supply charges relating to same calculated by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference. The Owners Corporation will not seek payment or reimbursement for a cost or charge from the Proprietor greater than the amount that would have been charged directly to the Proprietor.

## **3. CLEANING OF A LOT**

- 3.1. A Proprietor or occupier of a Lot must keep that Lot clean and in good repair.
- 3.2. A Proprietor or occupier of a Lot must keep all internal areas and balconies clean, tidy and well maintained, and must ensure that all areas visible from outside the Lot are clean, tidy and well maintained.
- 3.3. A Proprietor or occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (b) that glass or part of the glass cannot be accessed by the Proprietor or an occupier safely or at all.
- 3.4. A Proprietor or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

## **4. DAMAGE TO COMMON PROPERTY**

- 4.1. A Proprietor or occupier of a Lot must not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the prior approval in writing from the Owners Corporation, but this rule does not prevent a Proprietor or person authorised by him or her from installing any locking device for protection of the Lot against intruders which complies with any stipulations of the Manager from time to time.
- 4.2. A Proprietor or occupier of a Lot must not breach any fire regulations or install unapproved dead locks or peep holes that would void the insurance policy or increase the insurance premiums of the Owners Corporation.

## **5. MOVING OF CERTAIN ARTICLES**

- 5.1. A Proprietor or occupier of a Lot must not move any article which may cause damage or obstruction through Common Property without first obtaining the consent of the Manager.

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- 5.2. A Proprietor or occupier of a Lot may only move an article likely to cause damage or obstruction through Common Property in accordance with directions of the Manager.
- 5.3. Without limiting the generality of the foregoing rules, a Proprietor or occupier of the Lot may only move items through the areas specifically designated by the Manager.
- 5.4. Subject to compliance with rules 5.1 to 5.3 inclusive, a Proprietor or occupant of a Lot may move furniture in or out of a Lot:
  - (a) on any day between the hours of 9.00 am and 5.00 pm;
  - (b) provided that before commencing to move any furniture in or out of a Lot they have first:
    - (i) ensured that the lift covers have been installed in the lift designated for move moving furniture in and out of, or within the Building or a Lot;
    - (ii) paid to the Owners Corporation such amount as is set by the Owners Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Proprietor or the occupant of a Lot.
    - (i) conduct operations so as to unduly restrict access of other occupants or their invitees to the lifts, lobbies, fire escapes, any Lot or any other part of the Building which they are lawfully entitled to access;
    - (ii) place any furniture or other items in a lift except that specified by the Owners Corporation;
    - (iii) place any furniture in a lift that does not have lift covers installed in it;
    - (iv) permit furniture or any other item to come into contact with any part of the Common Property; or
    - (v) cause damage to the Common Property.
  - (c) provided that they:
    - (i) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture as directed by the Manager; and
    - (ii) pay compensation to the Owners Corporation in respect of such damage to the extent that the damage has not or cannot be made good pursuant to rule 5.4(c)(i) within 7 days of demand by the Owners Corporation;
    - (iii) comply at all times with any directions of the Manager in relation to the moving of the furniture; and
    - (iv) pay any reasonable cleaning fee charged by the Owners Corporation for the cost of cleaning any part of the Common Property which may be necessary (as determined by the Manager in its sole discretion) as a result of the movement of furniture through the Common Property.



## 6. INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

- 6.1. A Proprietor or occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2. A Proprietor or occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the Common Property.

- 6.3. A Proprietor or occupier of a Lot must not modify or interfere with any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 6.4. A Proprietor or occupier of a Lot must not leave any of their personal property unattended on the Common Property and the Manager may take such steps as is reasonably necessary to remove any property of a Proprietor or occupier of a Lot which has been left on the Common Property in breach of this rule 6.4 from the Common Property and the owner of the items must reimburse to the Owners Corporation all costs of doing so.

## **7. SECURITY OF COMMON PROPERTY**

- 7.1. A Proprietor or occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.
- 7.2. A Proprietor or occupier of a Lot must not allow uninvited persons to follow them through the security doors to the Property.

## **8. NOTIFICATION OF DEFECTS**

A Proprietor or occupier of a Lot must promptly notify the Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

## **9. COMPENSATION TO OWNERS CORPORATION**

The Proprietor or occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or occupier or their respective tenants, licensees or invitees.

## **10. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

- 10.1. A Proprietor or occupier of a Lot must not:
  - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another Lot or of any person lawfully using Common Property; or
  - (b) obstruct the lawful use of Common Property by any person; or
  - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot except between the hours of 9am and 5pm on weekdays; or
  - (d) use the Lot or the Common Property so as to cause a threat to the health, safety and security of a Proprietor or occupier of a Lot or their invitees.
- 10.2. A Proprietor or occupier of a Lot when on Common Property (if on any part of a Lot so as to be visible from another Lot or from Common Property) must be, and must ensure that any tenants, licensees and invitees are, adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or occupier of another Lot or to any person lawfully using Common Property.
- 10.3. A Proprietor or occupier of a Lot must not and must ensure that the tenants, licensees and invitees do not smoke in any interior part of the Common Property or the Building including stairwells, lifts, foyers and car park, or such exterior parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
- 10.4. A Proprietor or occupier of a Lot must not use or permit to be used skateboards, scooters, roller skates, roller blades or any like items in or on the Common Property.
- 10.5. A Proprietor or occupier of a Lot must not consume nor permit the consumption of alcohol or the taking of glassware onto the Common Property.
- 10.6. A Proprietor or occupier of a Lot must not permit disposal of cigarette butts or cigarette ash or waste over balconies or in any part of the Common Property except



within any area or into any fixture or furniture on the Common Property installed for that purpose.

- 10.7. A Proprietor or occupant of a Lot must not permit the hanging of any article of clothing, towels or similar items outside of a Lot.
- 10.8. A Proprietor or Occupier of a Lot must not make excessive noise when using their balcony. Should additional security be required due to excessive noise emanating from a Lot or offensive behaviour of a Proprietor or Occupier, that Proprietor or Occupier will be responsible for any associated fees.
- 10.9. A Proprietor or occupier of a Lot, or a guest of a Proprietor or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property or make or permit to be made any noise from machinery which may be heard outside the Lot between the hours of 9.30pm and 7.30 am Monday to Friday, and 11.00 pm to 8.00 Saturday and Sunday.

## 11. RESTRICTED USE OF COMMON PROPERTY

11.1. The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:

- (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or occupiers of any part of the Common Property;
- (b) permit, to the exclusion of Proprietors and occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of Security Key the access of Proprietors or occupiers to any part of the Common Property;
- (d) restrict by means of Security Key the access of the Proprietors or occupiers of one level of the Lots to any other level of the Lots.

11.2. A Proprietor or occupier of a lot must not enter onto any Common Property:

- (a) access to which has been restricted by the Owners Corporation by the erection of fences, gates or other security devices; or
- (b) upon which the Owners Corporation has erected signage to the effect that access to that part of the Common Property is restricted to authorised personnel only.

11.3. A Proprietor or occupier of a lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with any breach by a Proprietor or occupier of a lot or any of the invitees of Rule 11.1 or 11.2, including the cost of any additional security system, device or service installed or engaged by the Owners Corporation as it may deem appropriate.

## 12. SECURITY KEYS

12.1. A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.

12.2. A Proprietor or occupier of a Lot in possession of a Security Key must not without the written consent of the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor or occupier of that Lot and is not disposed of other than by returning it to the Proprietor or the Owners Corporation.

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- 12.3. A Proprietor or occupier of a Lot must promptly notify the Manager if a Security Key issued to him is lost or destroyed.
- 12.4. The security of a Lot is the responsibility of the Proprietor or occupant of that Lot and the Owners Corporation will not be liable for any breach of the security of a Lot or for any loss of property from a Lot or the Common Property.

**13. GARBAGE**

- 13.1. A Proprietor or occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose and must ensure that disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Proprietors or occupiers of other Lots or interfere with the visual integrity of the Development.
- 13.2. A Proprietor or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
  - (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
  - (b) recyclable items including (without limitation) paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
  - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property;
  - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

**14. STORAGE OF FLAMMABLE LIQUIDS**

A Proprietor or occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material; or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

**15. PETS AND ANIMALS**



- 15.1. A Proprietor or occupier of a Lot must not permit any animal to enter upon the Common Property unless that animal is appropriately restrained.
- 15.2. A Proprietor or occupier of a Lot must promptly clean up after any animal owned by or in the possession or control of that Proprietor or occupant.
- 15.3. If a Proprietor or occupier of a Lot fails to comply with Rules 15.1 and 15.2, the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Proprietor or occupant of the Lot is liable to pay those costs on behalf of the Owners Corporation.
- 15.4. A Proprietor or occupier of a Lot must do all things reasonably necessary to ensure that any animal owned by or in the possession or control of that Proprietor or occupier or their invitees does not cause a nuisance to other occupants of the Building.
- 15.5. If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Proprietor or occupier who is keeping the animal.
- 15.6. A Proprietor or occupier of a Lot who is keeping an animal that is the subject of a notice under clause 15.4 must remove that animal from the Building.
- 15.7. Clauses 15.4 and 15.6 do not apply to an animal that assists a person with an impairment or disability.
- 15.8. A Proprietor or occupier of a Lot must keep the Lot free of vermin and must immediately inform the Owners Corporation or its Building Superintendent on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

**16. CONSENT OF OWNERS CORPORATION**

A consent given by the Owners Corporation or the Manager 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 Proprietor or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms and conditions (if any) of the consent.

**17. COMPLAINTS AND APPLICATIONS**

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the secretary of the Owners Corporation.

**18. STORAGE OF BICYCLES**

A Proprietor or occupier of a Lot must not permit any bicycle to be stored on the Common Property.

**19. FIRE CONTROL**

- 19.1. A Proprietor or occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 19.2. A Proprietor or occupier of a Lot must ensure compliance with all laws and regulations relating to fire safety in respect of the Lot and the Common Property and must follow the directions of the Owners Corporation and must participate in any fire drills organised by the Owners Corporation.
- 19.3. If the Proprietor or occupier or any invitee of a Lot causes a false fire alarm to be set off, the costs incurred by the Owners Corporation in relation to the attendance of the metropolitan fire brigade and other related costs will be recoverable from the Proprietor or occupier of the Lot.

**20. SIGNS, BLINDS, AWNINGS AND APPEARANCE**

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- 20.1. A Proprietor or occupier of a Lot must not erect or fix any sign, board or notice to any part of the Common Property or Lot where it can be seen from any exterior position or the Common Property, deal with window treatment (both internal and external) or permit the installation of any window coverings or treatment (both internal and external) except accordance with the specifications permitted by the Owners Corporation and the Developer.
- 20.2. A Proprietor or occupier of a Lot must not install or permit the installation of any awnings other than as permitted by the Owners Corporation and the Developer.
- 20.3. A Proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the Common Property or their Lot.
- 20.4. A Proprietor or occupier of a Lot must keep the Lot in a tidy and orderly condition having regard to the appearance of the Lot

**21. WINDOW TINTING**

- 21.1. A Proprietor or occupier of a Lot must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.
- 21.2. A Proprietor or occupier of a Lot must repair all broken glass visible from outside or forming the boundary of their Lot with glass of the same or similar quality.

**22. PAINTING, FINISHING, ETC**

A Proprietor or occupier of a Lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot.

**23. COMPLIANCE WITH RULES BY INVITEES**

A Proprietor or occupier of a Lot must take all reasonable steps to ensure that their invitees, tenants and licensees comply with these Rules.

**24. COMPLIANCE WITH LAWS**

- 24.1. A Proprietor or occupier of a Lot must at the Proprietor's or occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 24.2. A Proprietor or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Development, Lot or Common Property or which may cause a nuisance or hazard to any other Proprietor or occupier of a Lot or their tenants or invitees.
- 24.3. A Proprietor or occupier of a Lot must grant to the Owners Corporation its servants and agents upon being given not less than seven (7) days written notice (or any lesser period in the event of an emergency), the right of access to any balcony or external area forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

**25. BUILDING WORKS**

- 25.1. A Proprietor of a Lot must not undertake or allow an occupier to undertake any building or decoration works within or about or relating to a Lot except in accordance with the following requirements:



- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- (b) the Proprietor of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors;
- (c) the Proprietor of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager; and
- (d) the Proprietor of a Lot must pay to the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Proprietor of a Lot of its obligations under this Rule 25.

25.2. The Proprietor of a lot must not proceed with any such works until the Proprietor:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall appearance and services to the Building and the individual floors; and
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to any conditions imposed by the Owners Corporation including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) be paid by the Proprietor and such approval shall not be effective until such costs have been paid.

25.3. The Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

25.4. Without limiting the generality of Rule 25.3 the Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servant's agents and contractors undertaking such works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored in the front, side or rear of the Building;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (c) construction work must comply with all laws of the relevant government agencies;



- (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
  - (e) construction vehicles and construction workers' vehicles must not be brought into or parked on the Common Property.
- 25.5. Before any of the Proprietor's works commence the Proprietor must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
  - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 25.6. Access shall not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant Lot or of the Owners Corporation in the case of the Common Property.
- 25.7. The Proprietor of a Lot must immediately rectify or clean all damage or dirtying to any part of the Building or the Common Property (including any services to or fixtures and fittings in the Common Property) which are caused by the works and if the Proprietor fails to immediately do so the Owners Corporation may in its absolute discretion rectify or clean the damage and dirtying and the costs to the Owners Corporation in doing so must be paid by the Proprietor or occupier and the Owners Corporation may deduct the cost of making the damage from the amount provided to the Owners Corporation pursuant to Rule 25.1(d).
- 25.8. A Proprietor must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of a Proprietor or occupier of another Lot. This rule does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**26. RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES AND LEGAL COSTS**

The Proprietor must pay on demand by the Owners Corporation all costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach of these rules or under the *Owners Corporation Act 2006 (Vic)* (as amended) by a Proprietor or occupier of a Lot, including all legal costs on a solicitor-own client basis, or relating to the recovery of arrears of any Owners Corporation contribution fees or levies.

**27. PENALTY INTEREST**

The Owners Corporation will charge penalty interest on any outstanding amounts owing to the Owners Corporation by a Proprietor or occupier of a Lot of no more than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)* (as amended).

**28. THE DEVELOPER**

In consideration of the expenditure by the Developer in carrying out the Development for the benefit of the Owners Corporation and to enable the Developer to complete the Development with due regard to the health, safety and security of the Proprietors and occupiers of all of the Lots in the Plan of Subdivision:

- (a) so long as the Developer is a Proprietor of a Lot, these rules, except for this rule 28, shall not apply to or be enforceable against the Developer or its mortgagee, chargee or contractors where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description being carried out by or on behalf of the Developer or its mortgagee or

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chargee in order to complete construction of the Building and facilities comprising the Development;

- (b) without limiting the operation of rule 28(a), the Developer, its mortgagees or chargees shall be and are by this rule, authorised by the Owners Corporation to:
  - (i) erect such barriers, fences, hoardings or signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
  - (ii) take exclusive and sole possession of any parts of the Common Property as necessary in order to carry out any works or activities in relation to the Development; and
  - (iii) exclude all or any Proprietors or occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
  - (iv) erect "for sale" or "for lease" or other promotional advertising or other signs as the Developer may require on any part of the Common Property; and
  - (v) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit; and
  - (vi) 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;
- (c) the Owners Corporation authorises and appoints the Developer or agent to sign whatever consents authorities' permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.



**31. CONDUCT OF MEETINGS**

The conduct of meetings of the Owners Corporation must otherwise be regulated in accordance with the *Owners Corporation Act 2006* and *Owners Corporation Regulations 2007* as amended or replaced from time to time.

**32. USE OF APPURTENANCES**

A Proprietor or occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances must not be deposited therein. Any costs or expenses resulting from any damage or blockage must be borne by the Proprietor or occupier found to be responsible for the damage or blockage.

**33. BARBECUES**

- 33.1. Proprietors or occupiers of a Lot must not bring a private barbecue on to any part of the Common Property.
- 33.2. Proprietors or Occupier of a Lot must not permit excessive odours to emanate from their Lot including cooking odours emanating from any barbeque on the balcony of a Lot.
- 33.3. Proprietors or occupiers of a Lot shall be entitled to use the barbecues located on the Common Property on Level 2 (**Barbeque Area**) in accordance with the following conditions:
  - (a) hours of use of the Barbeque Area are 7am to 10pm Sundays to Thursdays and 7am to 11pm Fridays and Saturdays;

- (b) the Barbeque Area is for use by Proprietors or occupiers of a Lot and their guests, although guests are to be accompanied by a Proprietor or occupier of a Lot at all times;
- (c) users of the any barbeque installed in the Barbeque Area must ensure that it is cleaned immediately after use. Any Proprietor or occupier of a lot who fails to clean the barbeque immediately after use must pay the Owners Corporation's costs of cleaning the Barbeque Area which may be necessary (as determined by the Manager in its sole discretion);
- (d) alcohol, glass objects, drinking glasses and sharp objects are not permitted in the Barbeque Area, except such cooking utensils as are necessary in connection with the use of the barbeque;
- (e) all cigarette ash and butts and other rubbish must be disposed of in the appropriate receptacle provided by the Owners Corporation in the Barbeque Area;
- (f) appropriate attire and footwear must be worn at all times;
- (g) ball games, music, noisy or hazardous activities or excessive noise generally are not permitted in the Barbeque Area at any time; and
- (h) pets are not permitted in the Barbeque Area at any time unless they are necessary to aid a person with a disability.

**34. NO TRADE OR BUSINESS**

- 34.1. A Proprietor or occupier of a Lot, must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.
- 34.2. The Proprietor or occupier of any Lot must not conduct any trade or business on a Lot other than the letting of the Lot for the purposes of residential accommodation or the operation of a home office provided that any such home office is used only by the Proprietors who are in occupation of a lot and occupiers of a lot of that Lot and that the Proprietor or occupier of the Lot has obtained any relevant planning approvals prior to commencing operation of their home office.

**35. INSURANCE PREMIUMS**

A Proprietor or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

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## ANNEXURE A

### MODEL OWNERS CORPORATION RULES

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer S 139 (3) Owners Corporation Act 2006)

---

#### Model Rules

#### **1 Health, safety and security**

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

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

##### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

(b) This rule does not apply to:

- i. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- ii. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### **1.3 Waste disposal**

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

#### **2 Management and administration**

##### **2.1 Metering of services and apportionment of costs of services**

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

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

(c) Subrule (b) does not apply if the concession or rebate:

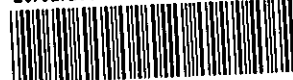
- i. must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- ii. is paid directly to the lot owner or occupier as a refund.

#### **3 Use of common property**

##### **3.1 Use of common property**

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

### 3.2 Vehicles and parking on common property

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

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

### 3.3 Damage to common property

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

## 4 Lots

### 4.1 Change of use of lots

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

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

## 5 Behaviour of persons

### 5.1 Behaviour of owners, occupiers and invitees on common property



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

**5.2 Noise and other nuisance control**

- (a) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (b) Subrule (a) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

**6 Dispute resolution**

- (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (h) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

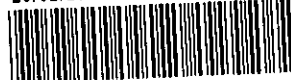
I, **Milton Levin**, Owners, Secretary of Owners Corporation 6 – PS339927A, pursuant to section 99(3)(b) of the Owners Corporations Act 2006, certify that this document, consisting of fifteen (15) pages is a true and complete copy of the original of this document.

Date: 20 - 2 - 2014

.....  
**Milton Levin**

**AK924398F**

25/02/2014 \$56.50 OCAR



# Owners Corporation

## Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

### What is an Owners Corporation?

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

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

### How are decisions made by an Owners Corporation?

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

### Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### Lot entitlement and lot liability

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

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

### Further information

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

### Management of an Owners Corporation

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1238871

## APPLICANT'S NAME & ADDRESS

SLF LAWYERS C/- INFOTRACK (ACTIONSTEP) C/- LANDATA  
DOCKLANDS

## VENDOR

BEEPEE PROPERTY PTY LTD

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

357661

This certificate is issued for:

LOT 216 PLAN PS339927 ALSO KNOWN AS 216/233 COLLINS STREET MELBOURNE  
MELBOURNE CITY

The land is covered by the:

MELBOURNE PLANNING SCHEME

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

The land:

- is included in a CAPITAL CITY ZONE SCHEDULE 2 - RETAIL CORE
- is within a PARKING OVERLAY - PRECINCT 2
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (HC-1)
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 56
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
- and a HERITAGE OVERLAY (HO502)

A Proposed Amending Planning Scheme C376melb has been placed on public exhibition which shows this property :

- is within a DESIGN AND DEVELOPMENT OVERLAY - C376melb

A detailed definition of the applicable Planning Scheme is available at :  
<https://planning-schemes.app.planning.vic.gov.au/melbourne>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

24 March 2026

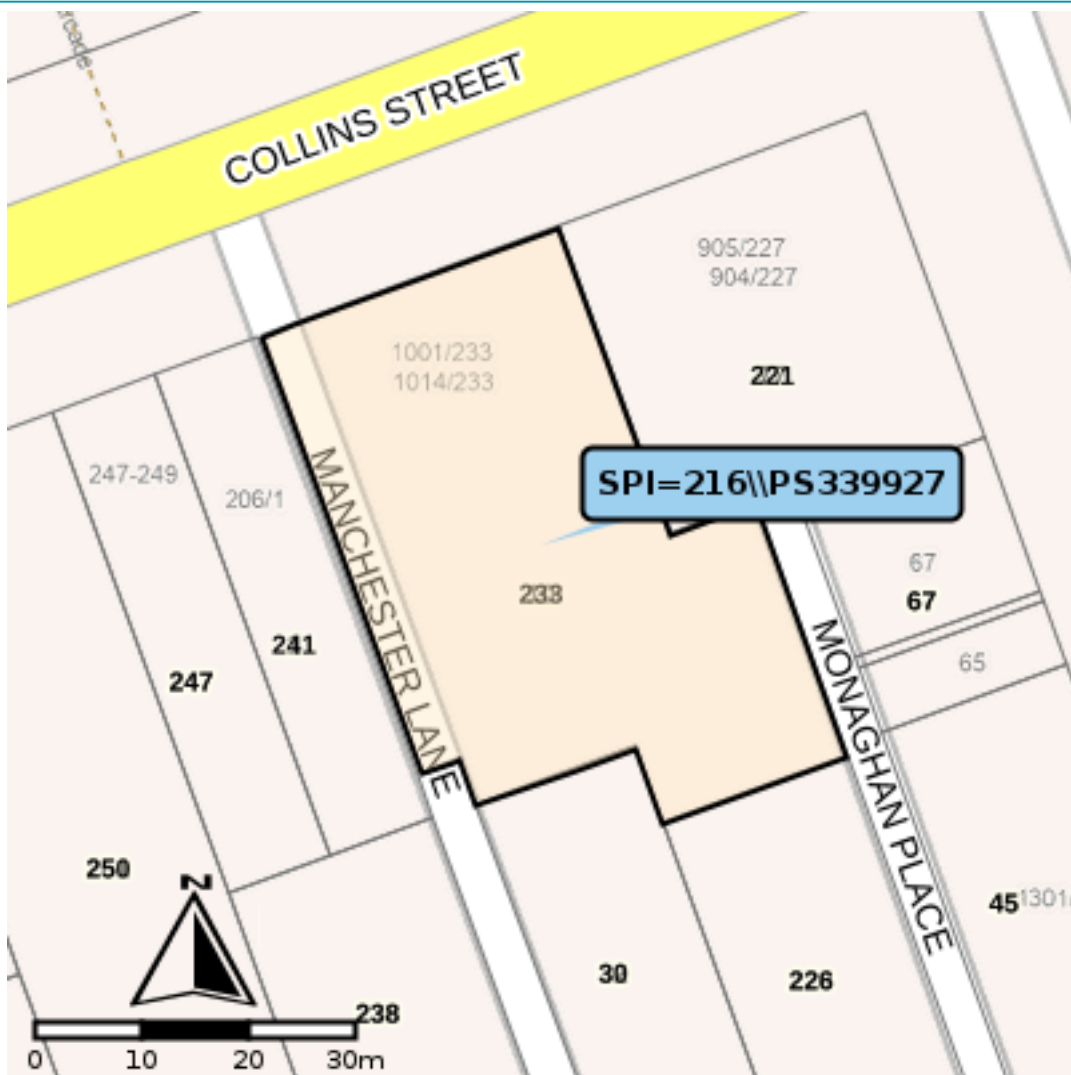
**Sonya Kilkeny**  
Minister for Planning

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

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

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

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 March 2026 10:32 AM

## PROPERTY DETAILS

Address: **216/233 COLLINS STREET MELBOURNE 3000**  
 Lot and Plan Number: **Lot 216 PS339927**  
 Standard Parcel Identifier (SPI): **216\PS339927**  
 Local Government Area (Council): **MELBOURNE**  
 Council Property Number: **650708**  
 Planning Scheme: **Melbourne**  
 Directory Reference: **Melway 2F F4**

[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

[Planning Scheme - Melbourne](#)

## UTILITIES

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

## STATE ELECTORATES

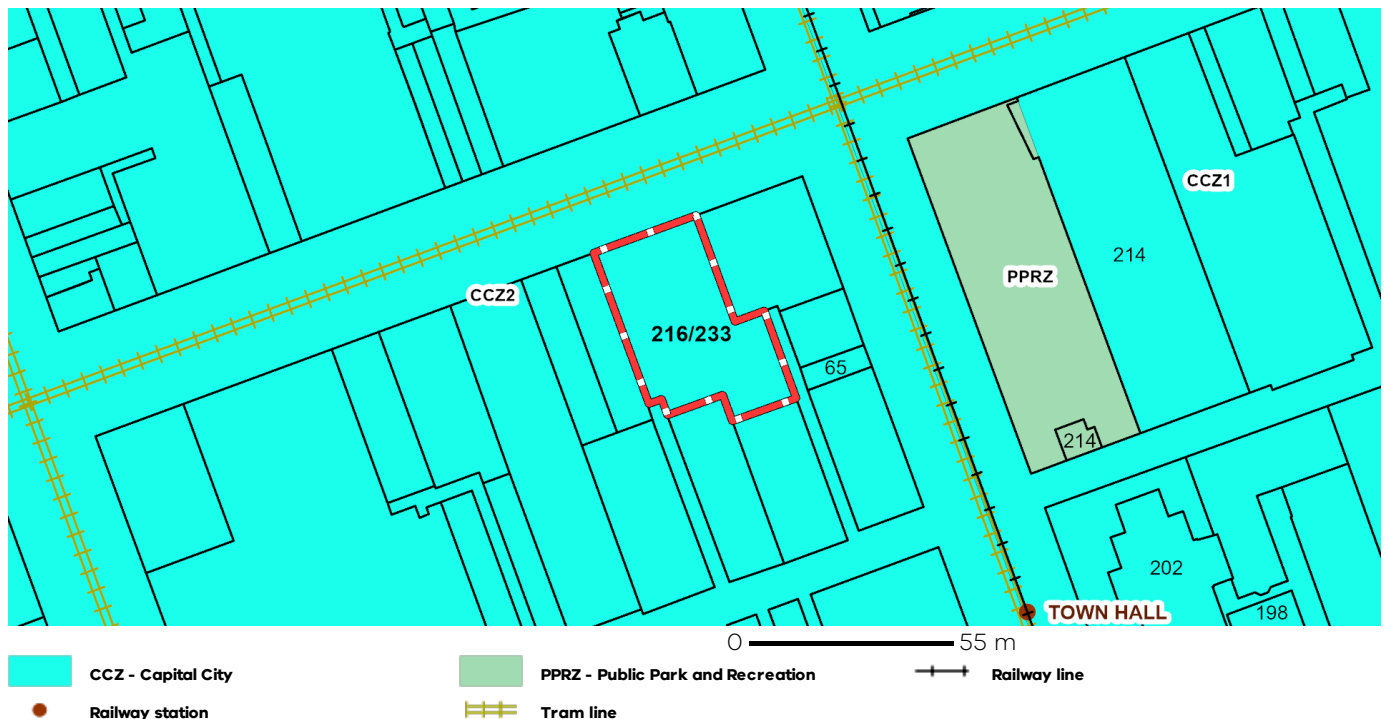
Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **MELBOURNE**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

[CAPITAL CITY ZONE \(CCZ\)](#)

[CAPITAL CITY ZONE - SCHEDULE 2 \(CCZ2\)](#)



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

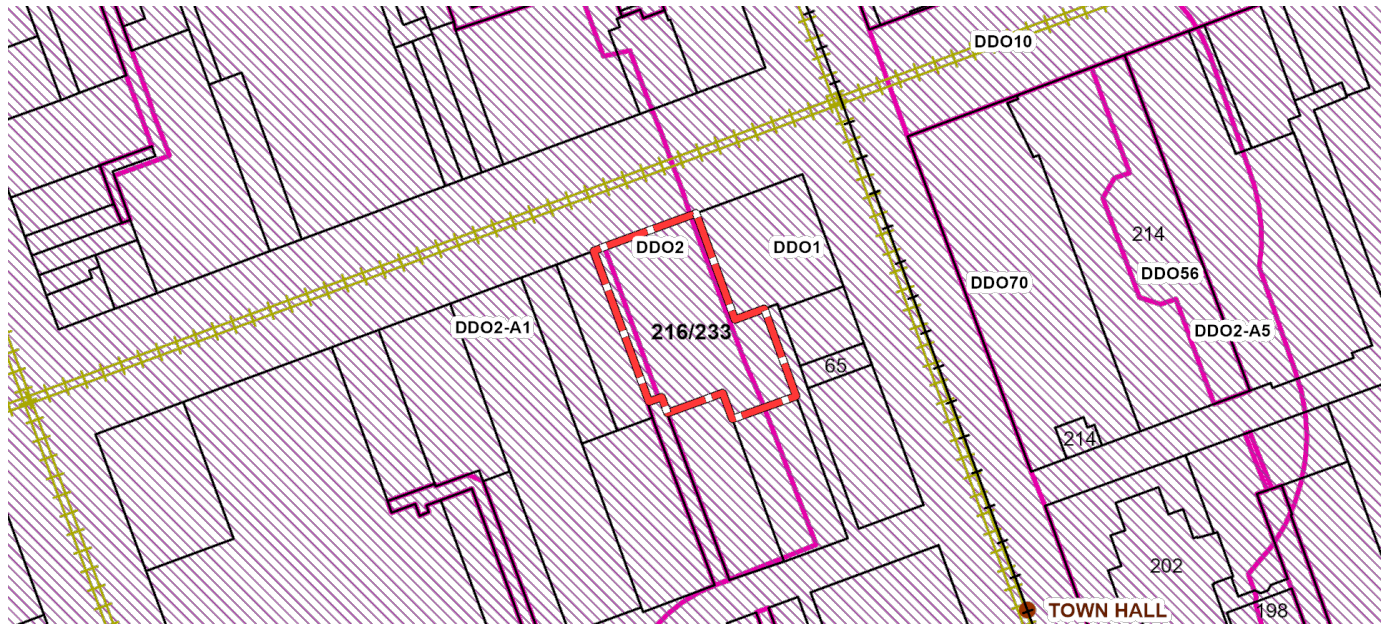
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

- [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
- [DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)
- [DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 \(DDO2\)](#)
- [DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 \(HC-1\) \(DDO2-A1\)](#)
- [DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 56 \(DDO56\)](#)
- [DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70 \(DDO70\)](#)

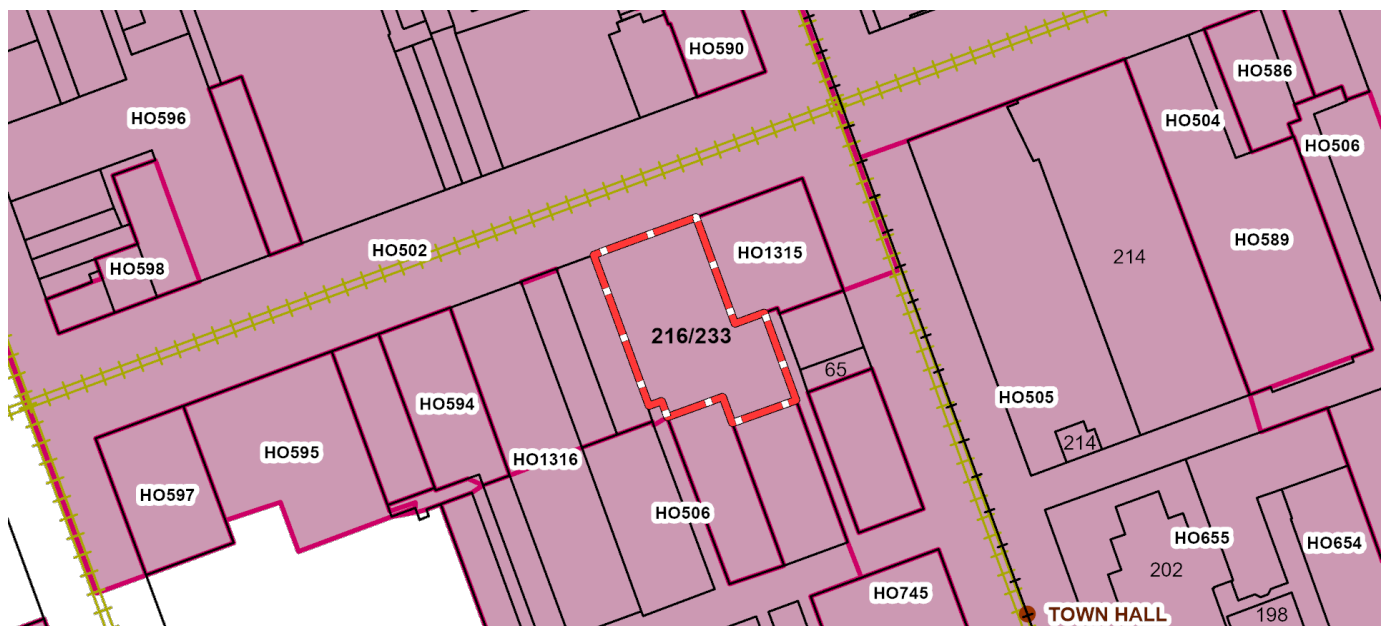


DDO - Design and Development Overlay
  Railway line
  Railway station

Tram line

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

- [HERITAGE OVERLAY \(HO\)](#)
- [HERITAGE OVERLAY - SCHEDULE \(HO502\)](#)



HO - Heritage Overlay
  Railway line
  Railway station

Tram line

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

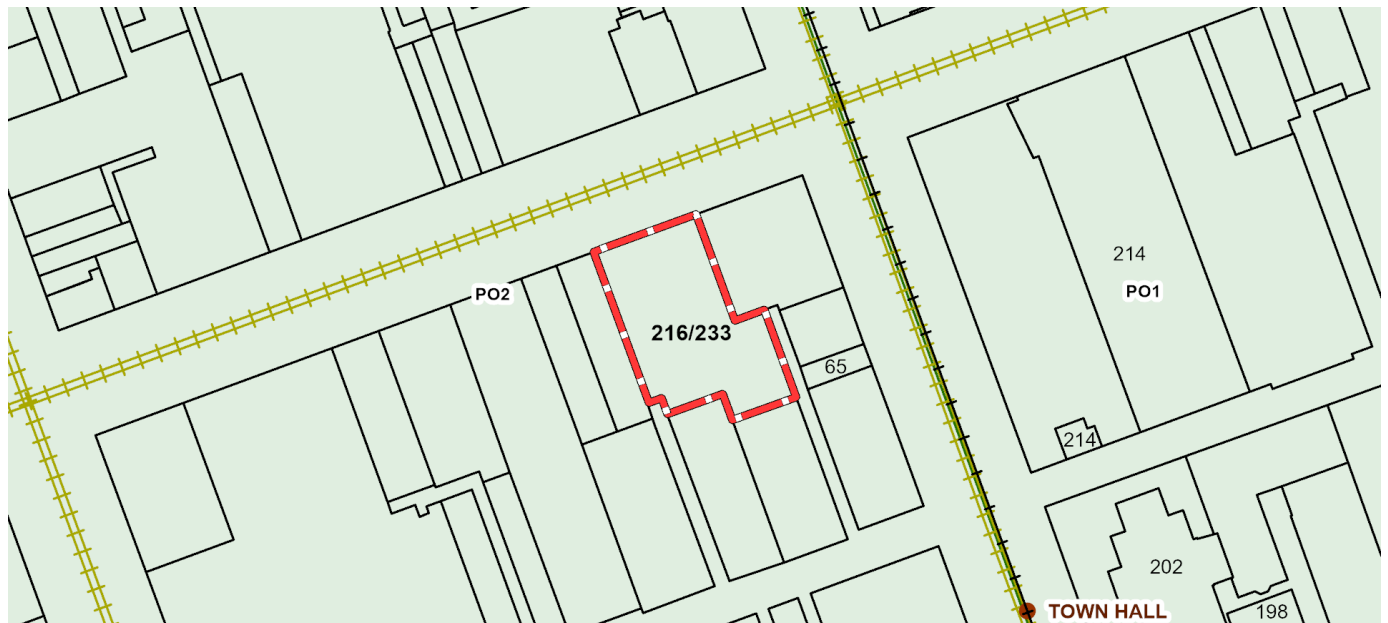
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## Planning Overlays

### PARKING OVERLAY (PO)

### PARKING OVERLAY - PRECINCT 2 SCHEDULE (PO2)



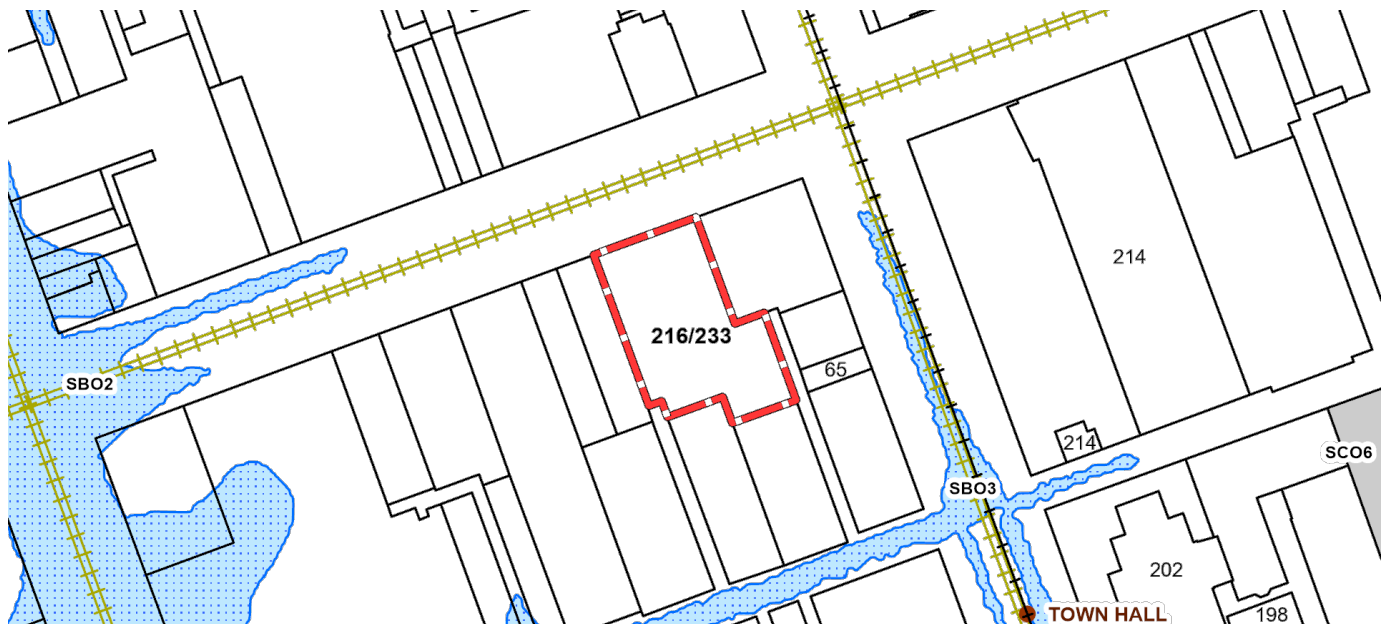
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SPECIAL BUILDING OVERLAY (SBO)

### SPECIFIC CONTROLS OVERLAY (SCO)



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

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## Further Planning Information

Planning scheme data last updated on 13 March 2026.

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.vic.gov.au/vicplan/>

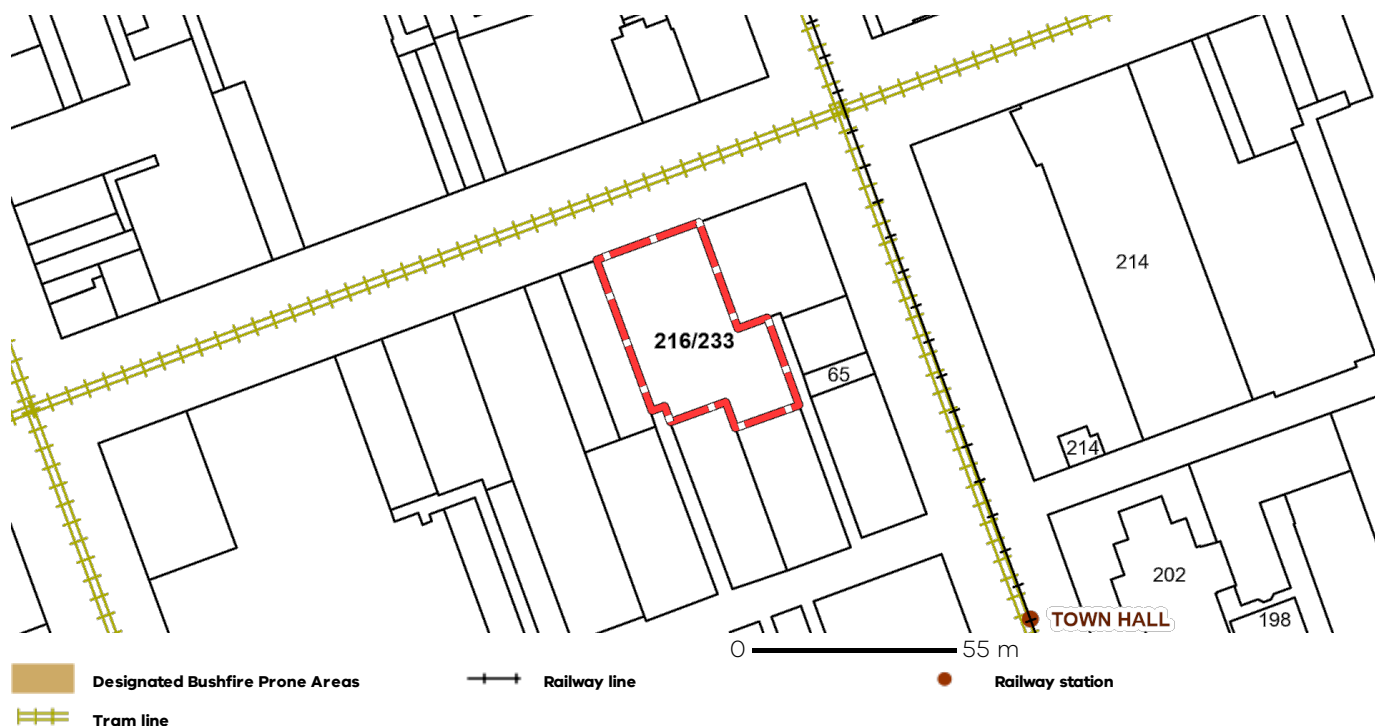
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://www.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 \(environment.vic.gov.au\)](http://www.environment.vic.gov.au)



\*\*\*\* Delivered by the LANDATA® System, Department of Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

SLF Lawyers C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 357661

NO PROPOSALS. As at the 24th March 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 216 LEVEL 2 233 COLLINS STREET, MELBOURNE 3000  
CITY OF MELBOURNE

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

Date of issue: 24th March 2026

**[Vicroads Certificate] # 80039131 - 80039131101647 '357661'**

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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