Contract of Sale of Land

Property:

Unit 308, 233 Collins Street, Melbourne VIC 3000

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:121365

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2023

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2023

Print names(s) of person(s) signing: **Adrian Chiew Kui Tan & STEW NGO LAI**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: Adrian Chiew Kui Tan & STEW NGO LAI

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 121365

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11472	Folio	340	308	PS 339927A

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

Property address

The address of the land is: Unit 308, 233 Collins Street, Melbourne VIC 3000

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

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

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

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

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

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

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

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Special condition 14- OWNER CORPORATION:

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 308, 233 COLLINS STREET, MELBOURNE VIC 3000

Vendor's name	Adrian Chiew Kui Tan & STEW NGO LAI	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11472 FOLIO 340 Security no : 124110998988E
Produced 04/12/2023 04:08 PM

LAND DESCRIPTION

Lot 308 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
Joint Proprietors
ADRIAN CHIEW KUI TAN
STEW NGO LAI both of 8678 PENDING COMMERCIAL CENTRE JALAN PENDING 93450 KUCHING SARAWAK MALAYSIA
AK941453D 04/03/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK941454B 04/03/2014
NATIONAL AUSTRALIA 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 308 LEVEL 3 233 COLLINS STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

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

DOCUMENT END

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PLAN OF SUBDIVISION

STAGE NO. —

LTO use only
EDITION 16

Plan Number
PS 339927A

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 in plan) E 320 910
N 5 812 480
Zone : 55

Vesting of Roads and / or Reserves

Identifier	Council / Body / Person
Nil	Nil

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 Subdvision 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 / /

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 Benefitted / In Favour Of
	FOR E'MENT 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 7 / 11 / 97
Assistant Registrar of Titles

SHEET 1 OF 24 SHEETS

MAX BRAID
MBS
SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TELEPHONE (03) 882 2266
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

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

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

ALL OTHER EASEMENTS 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 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

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

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): 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), 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 DETAINS OF OWNERS CORPORATION(S) INCLUDING;
PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATIONS RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.

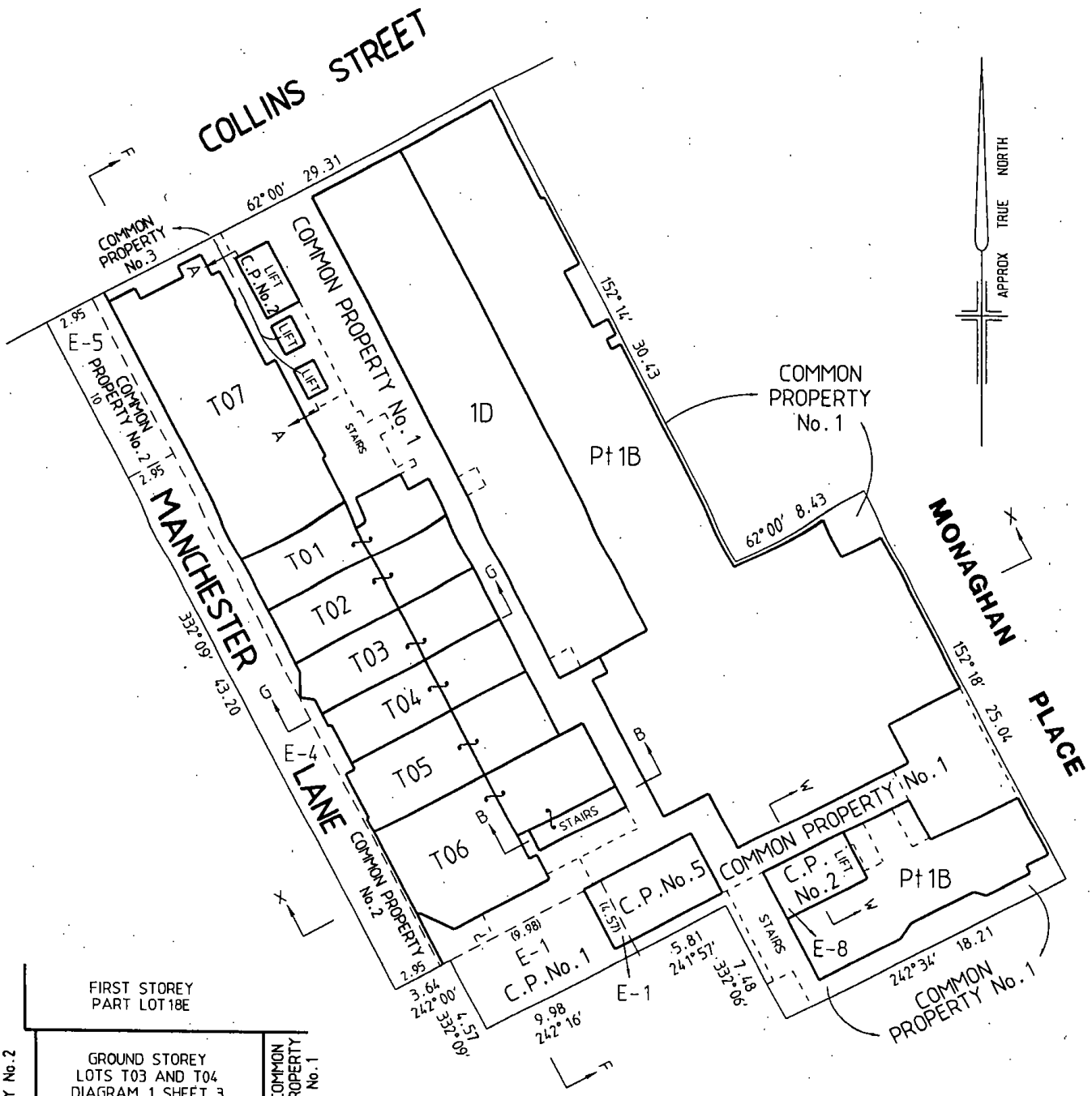
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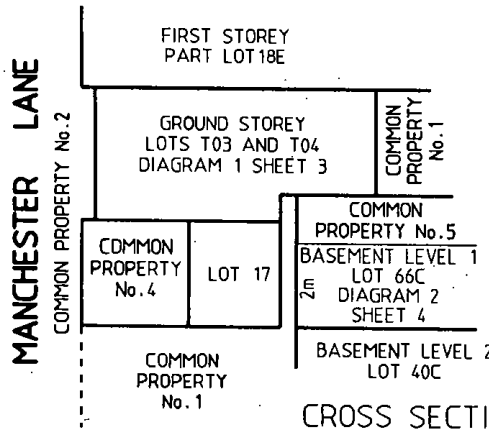
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LENGTHS ARE IN METRES		A3	REF: 19404/COM VERSION: DATE: 12/02/14 NOTES.DGN	COUNCIL DELEGATE SIGNATURE

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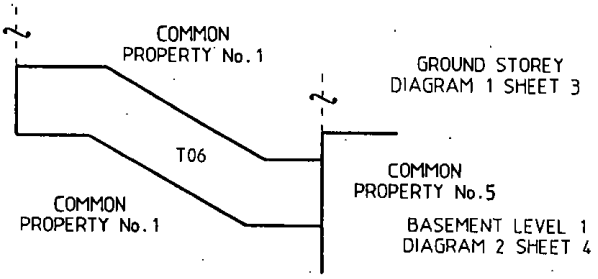
SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 339927A**

DIAGRAM 1 GROUND LEVEL AND GROUND STOREY





CROSS SECTION G-G
NOT TO SCALE



CROSS SECTION B-B
NOT TO SCALE

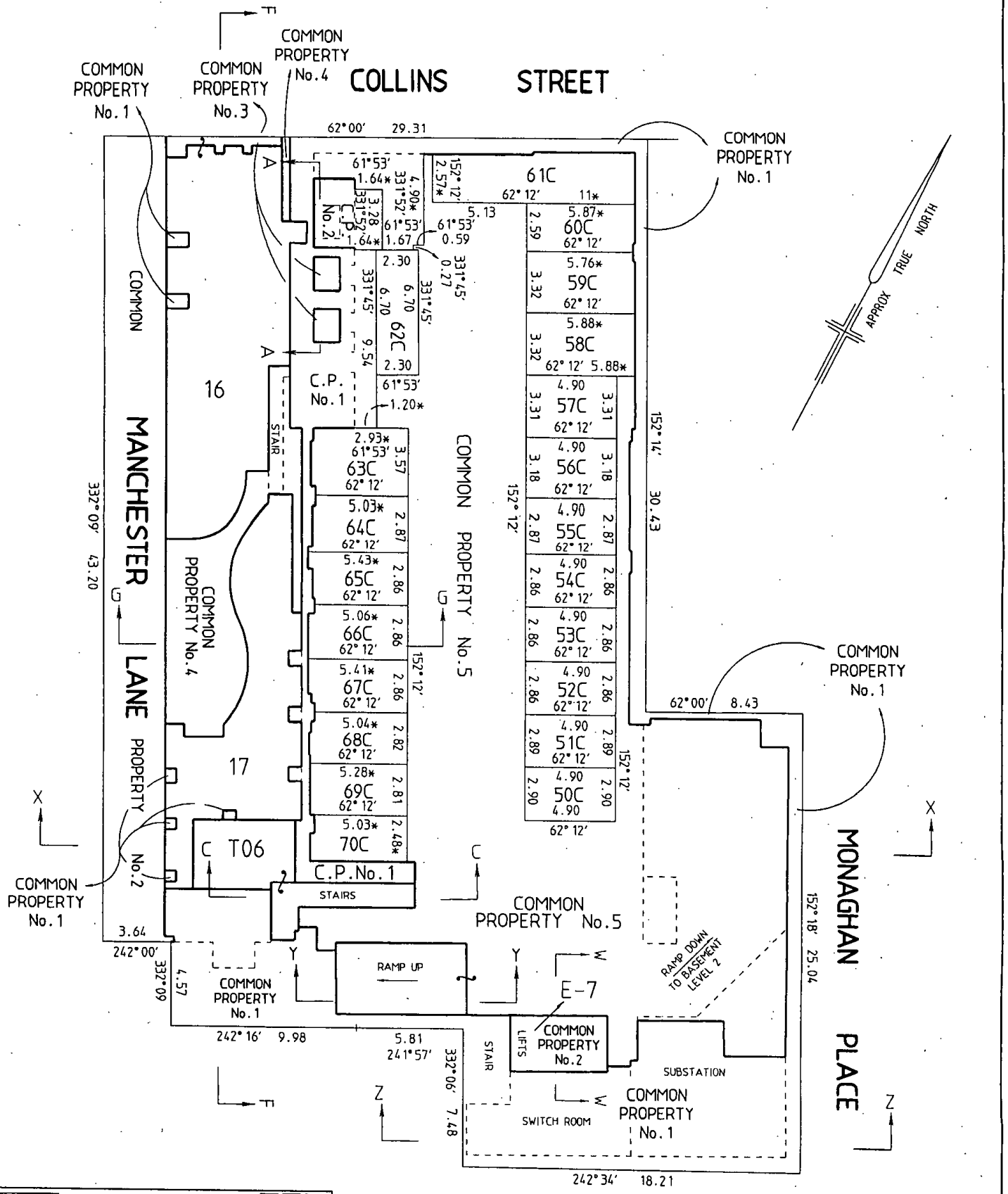
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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 4
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE / /	..... DATE / / COUNCIL DELEGATE SIGNATURE
			REF: 19404/COM VERSION: DATE: 12/08/08 COMM3.DGN	

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DIAGRAM 2
BASEMENT LEVEL 1

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



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SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN
SIGNATURE ..... DATE / /
REF: 19404/COM VERSION: DATE: 12/08/08 COMM4.DGN

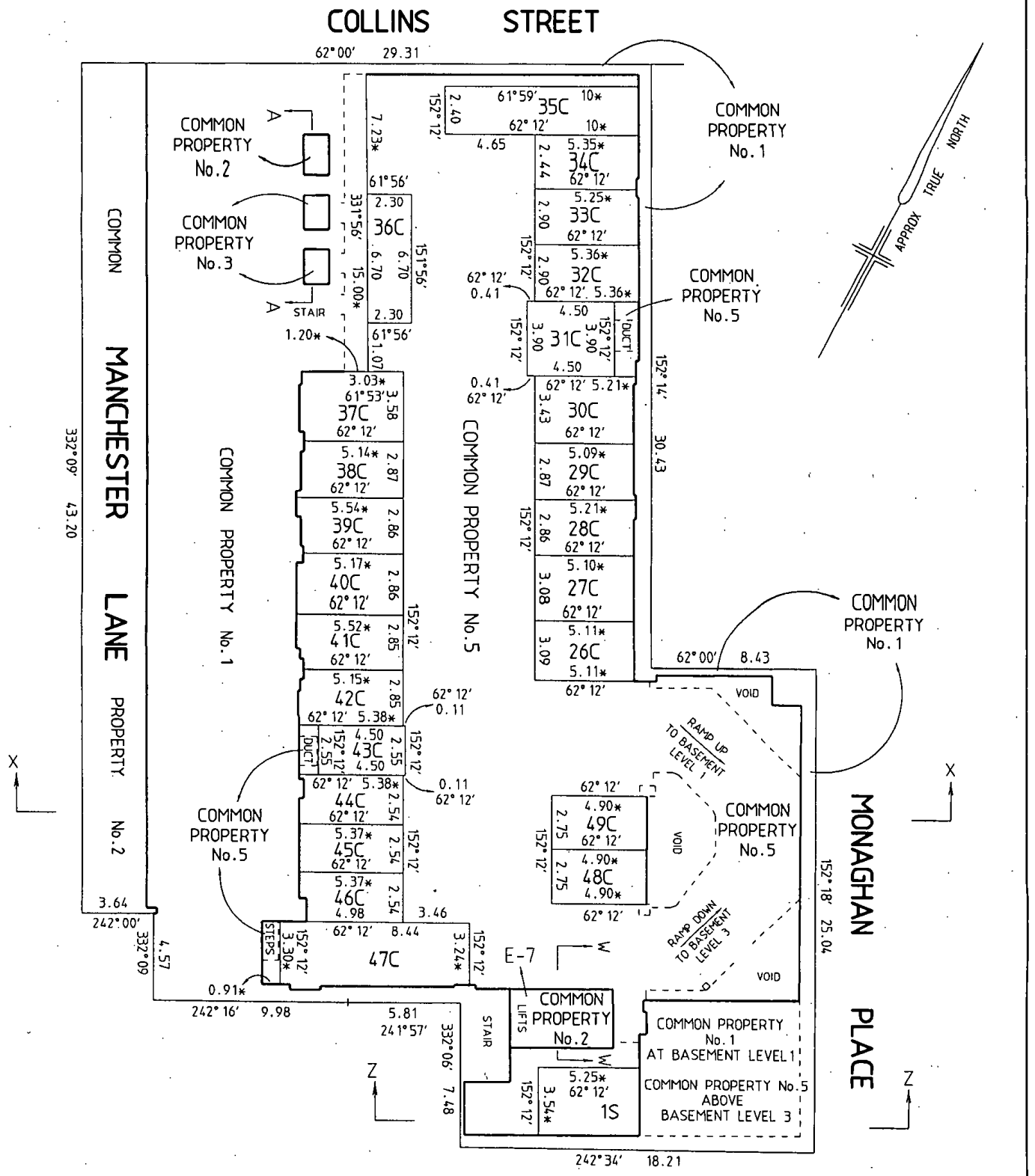
SHEET 5

DATE / /
COUNCIL DELEGATE SIGNATURE

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

DIAGRAM 3
BASEMENT LEVEL 2



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SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 6
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE / /	..... DATE / / COUNCIL DELEGATE SIGNATURE
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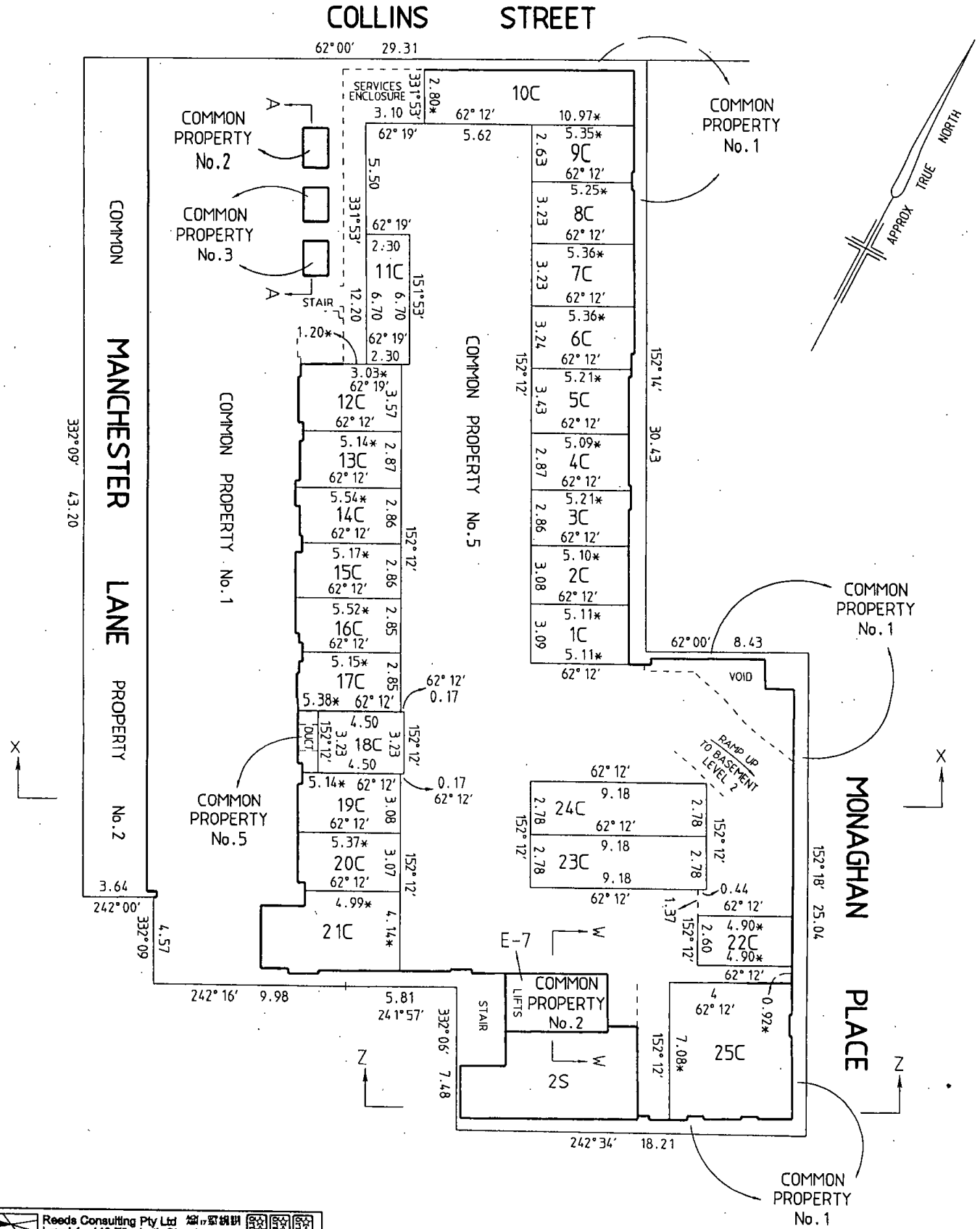
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER **PS 339927A**

DIAGRAM 4
BASEMENT LEVEL 3



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SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 7
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE / /	DATE / / COUNCIL DELEGATE SIGNATURE
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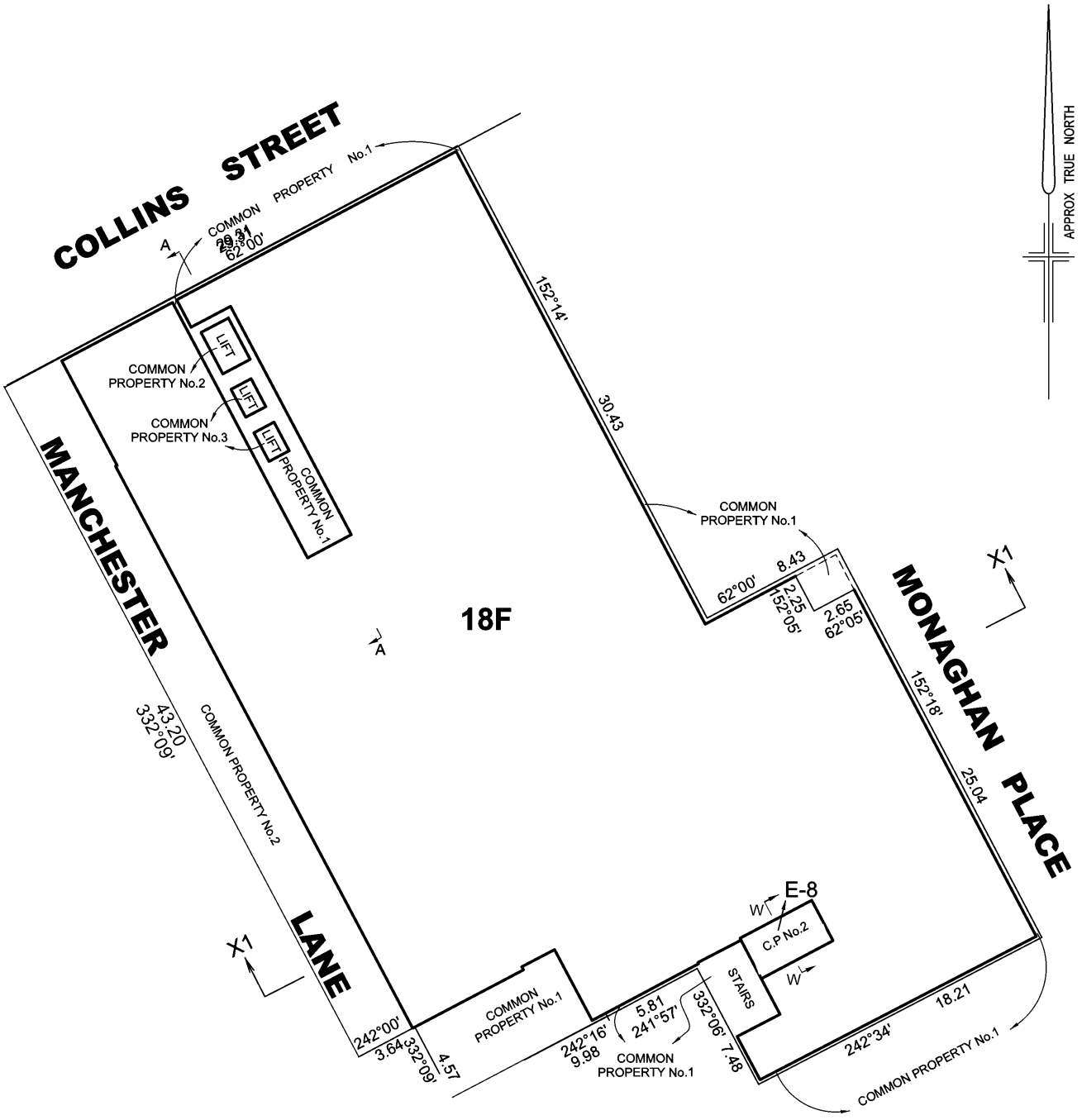
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DIAGRAM 1
FIRST STOREY

SUBDIVISION ACT 1988

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PS339927A



LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED

SHEET 8

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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

REF: **19404/14TT**
VERSION: **F**
DATE: 4/09/13
14TT2F.DGN

Signed by: Alan Norman (Reeds Consulting Pty Ltd) Surveyor's Plan Version (F) SPEAR Ref: S028170A 31/10/2013

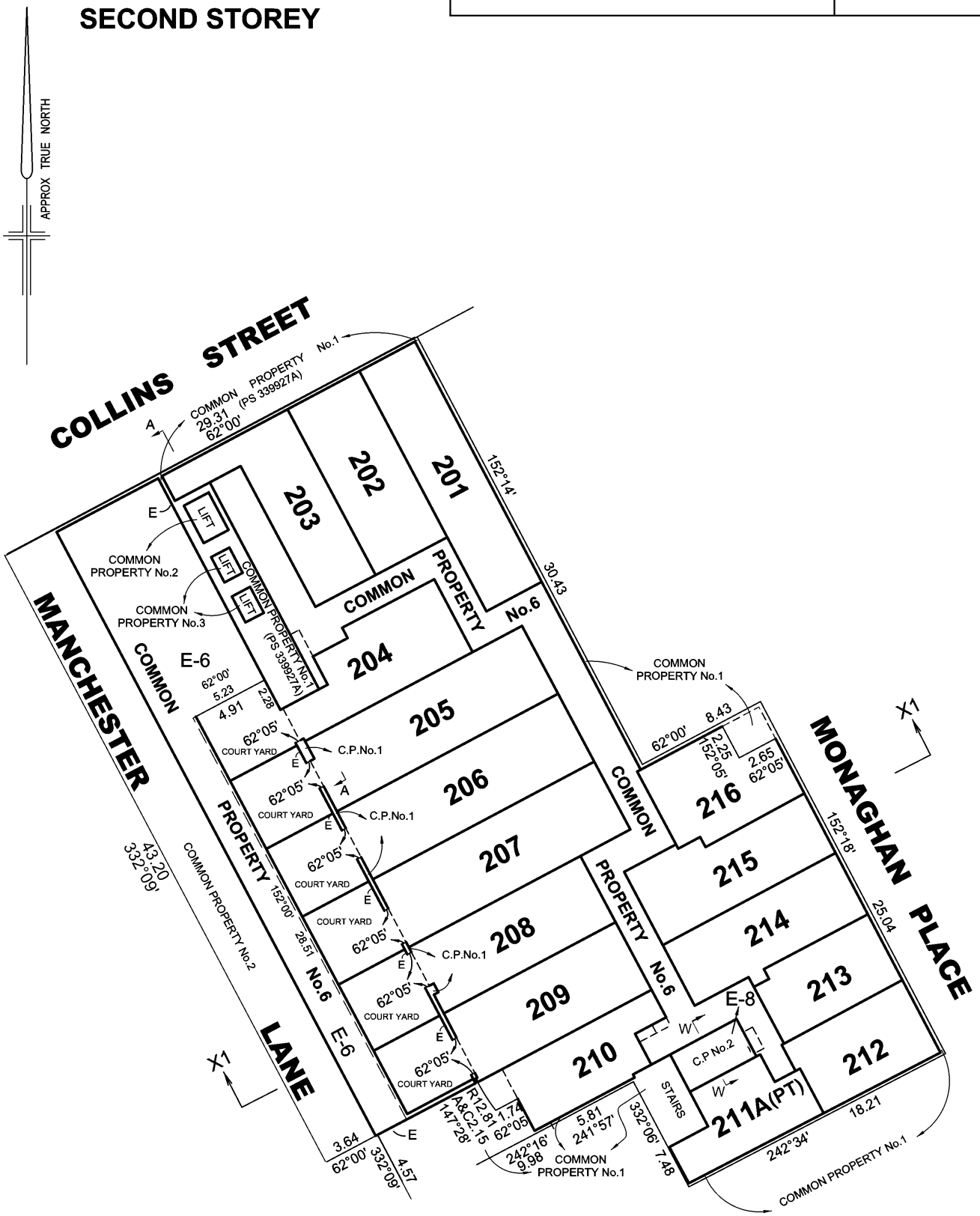
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SUBDIVISION ACT 1988

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DIAGRAM 2
SECOND STOREY



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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

REF: **19404/14TT**
VERSION: **F**
DATE: 4/09/13
14TT3F.DGN

Signed by: Alan Norman (Reeds Consulting Pty Ltd) Surveyor's Plan Version (F) SPEAR Ref: S028170A 31/10/2013

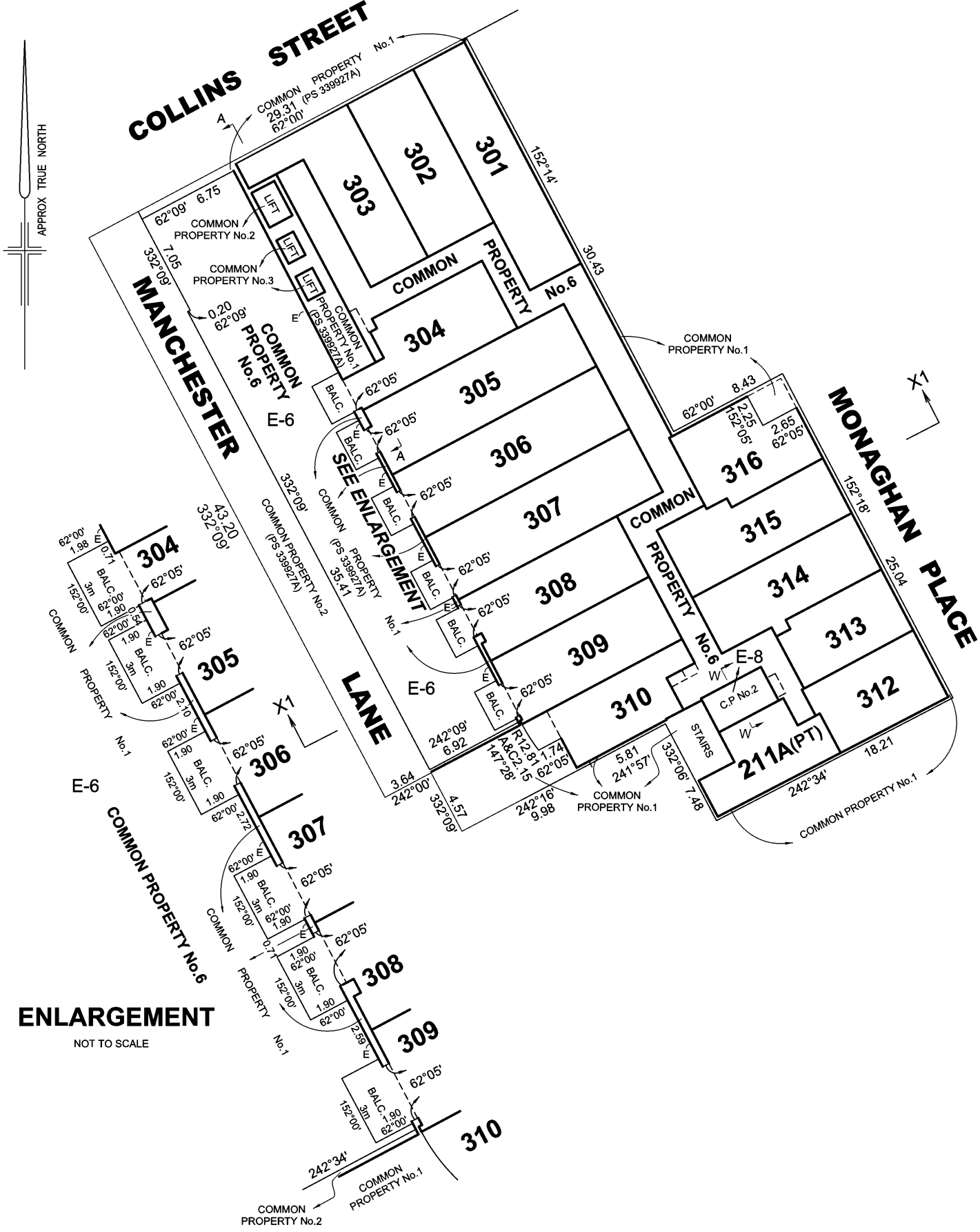
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DIAGRAM 3
THIRD STOREY



ENLARGEMENT

NOT TO SCALE

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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

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VERSION: **F**
DATE: 4/09/13
14TT4F.DGN

Signed by: Alan Norman (Reeds Consulting Pty Ltd) Surveyor's Plan Version (F) SPEAR Ref: S028170A 31/10/2013

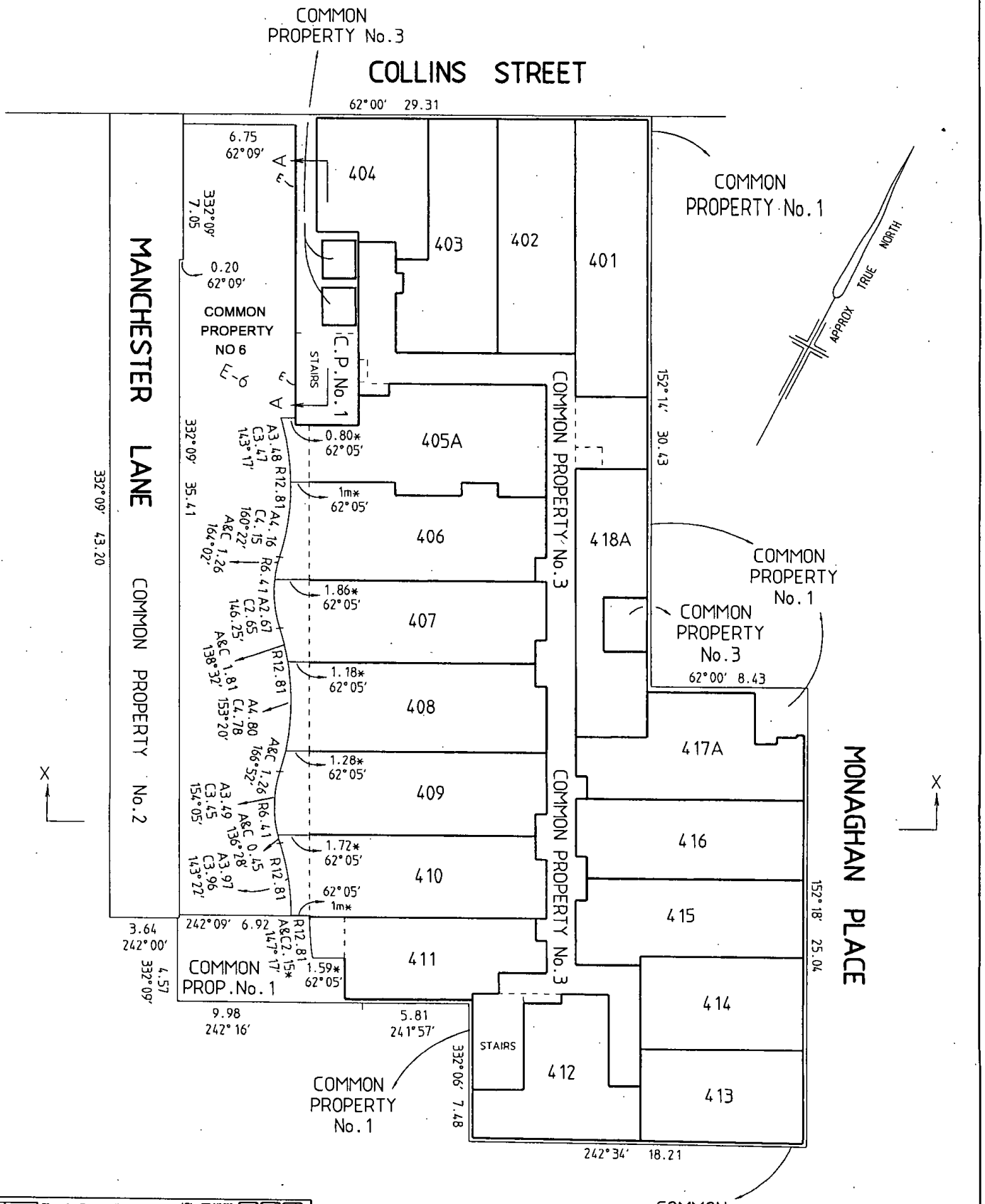
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DIAGRAM 8
FOURTH STOREY

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

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200
ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....
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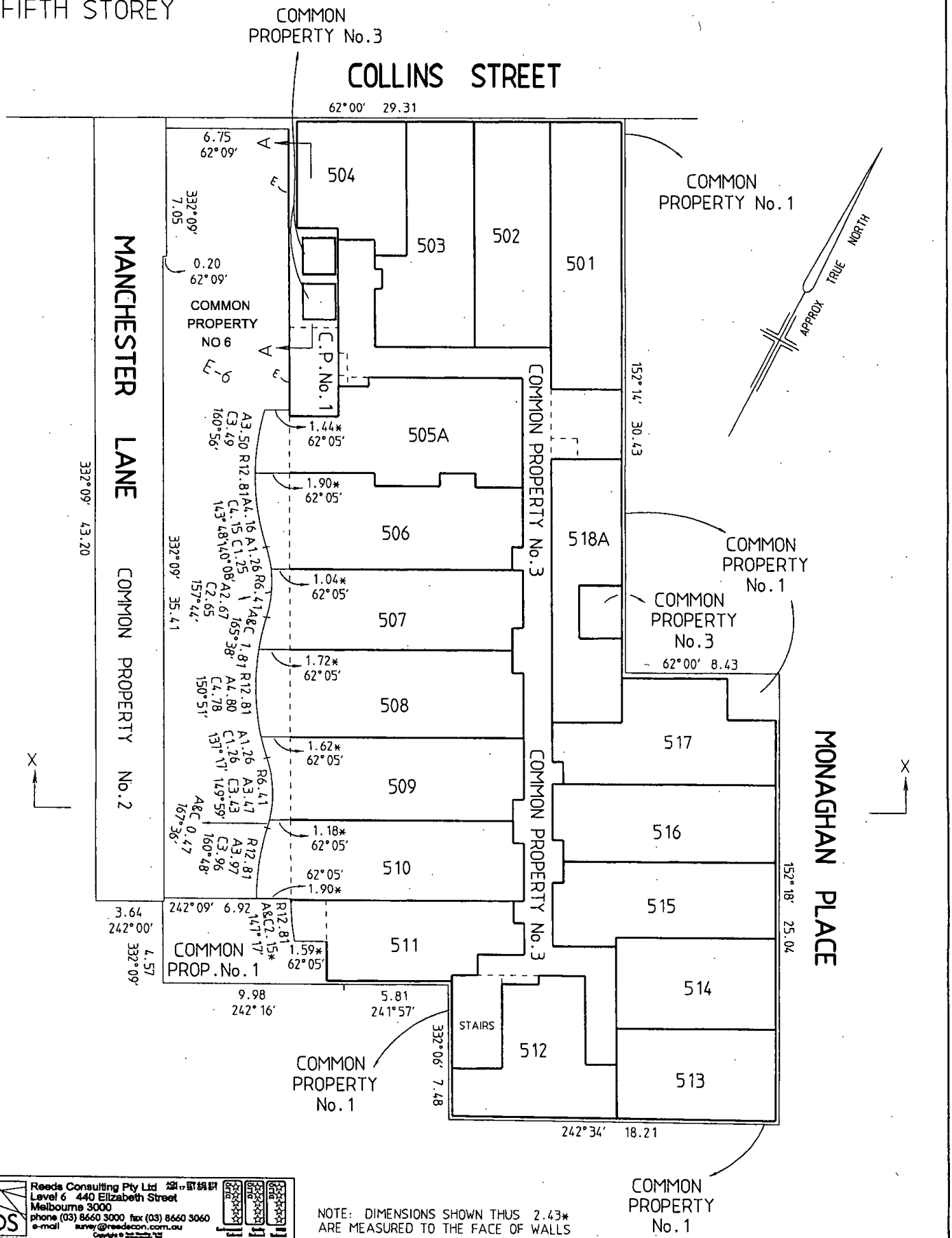
SHEET 11

..... DATE / /
COUNCIL DELEGATE SIGNATURE

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

DIAGRAM 9
FIFTH STOREY



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

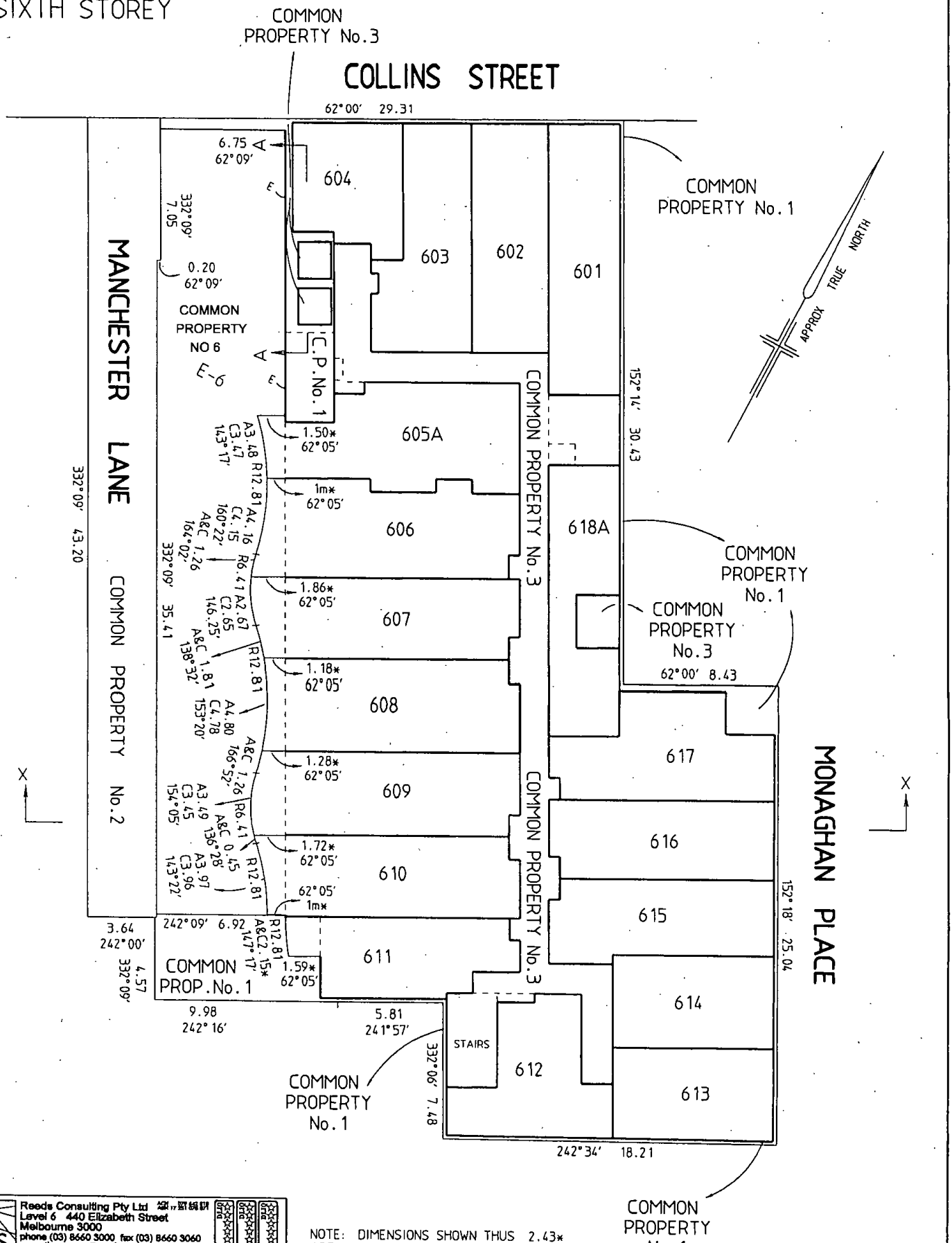
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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 12
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SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 339927A**

DIAGRAM 10
SIXTH STOREY



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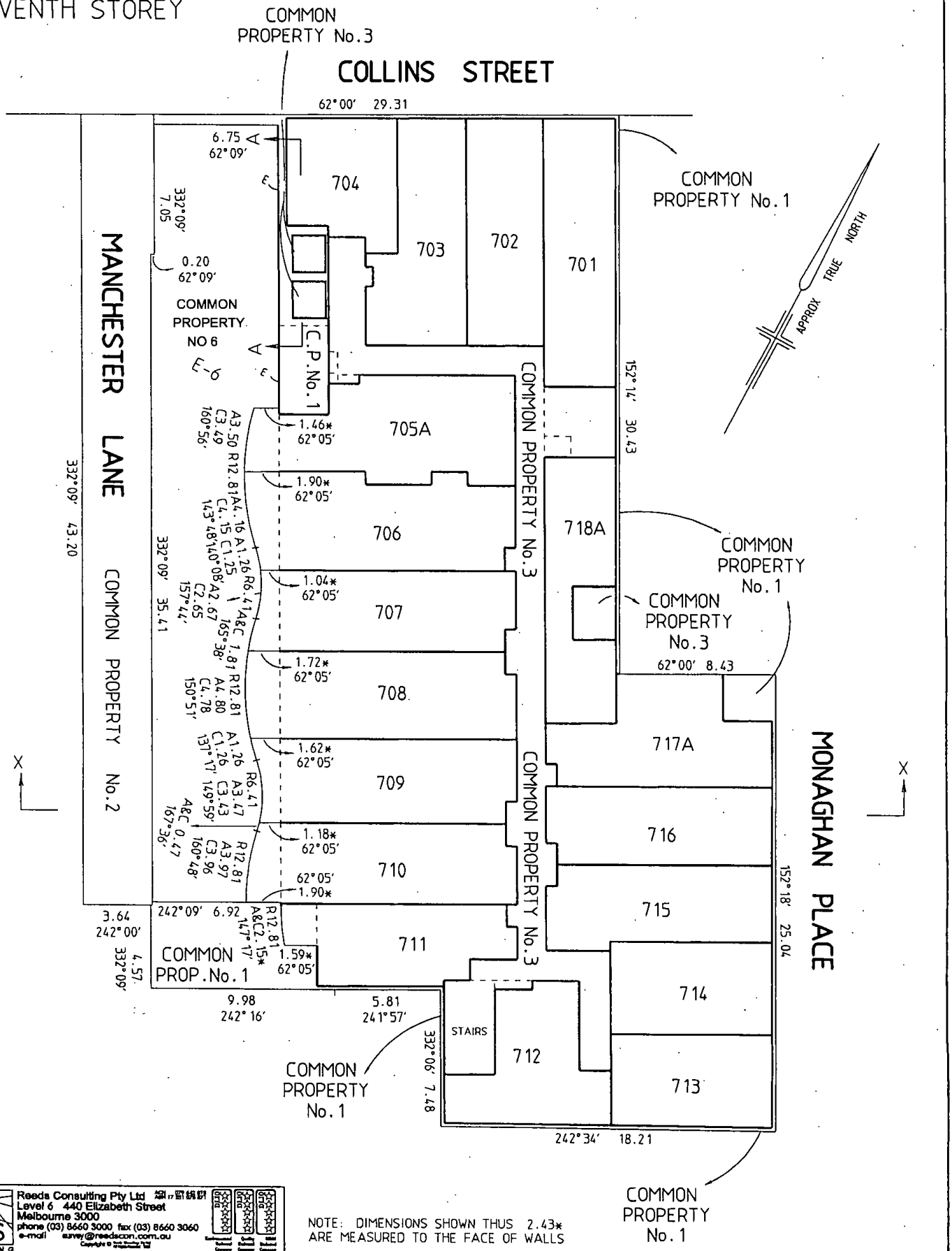
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SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 339927A**

DIAGRAM 11
SEVENTH STOREY



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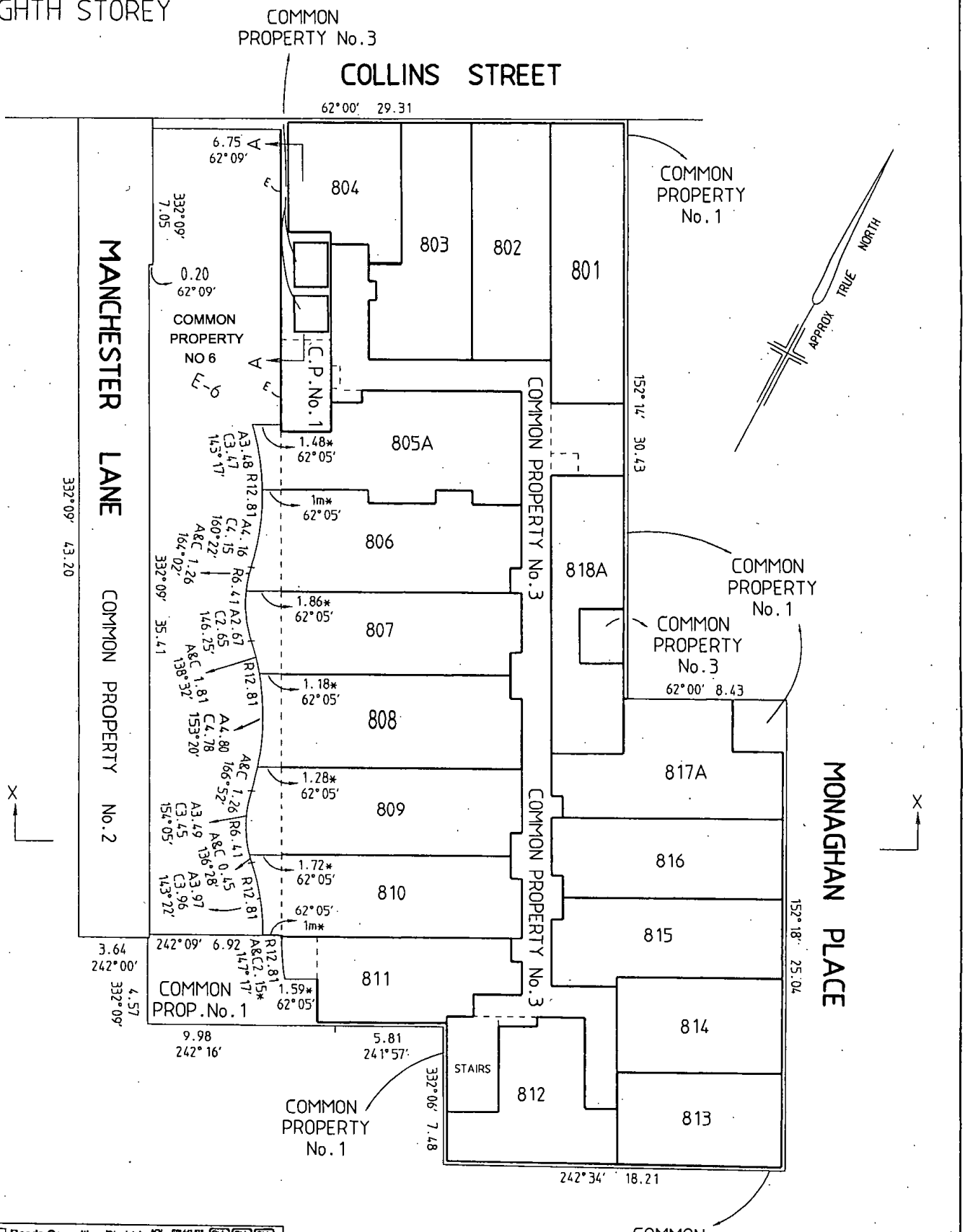
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SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 339927A**

DIAGRAM 12
EIGHTH STOREY



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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 15
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SUBDIVISION ACT 1988

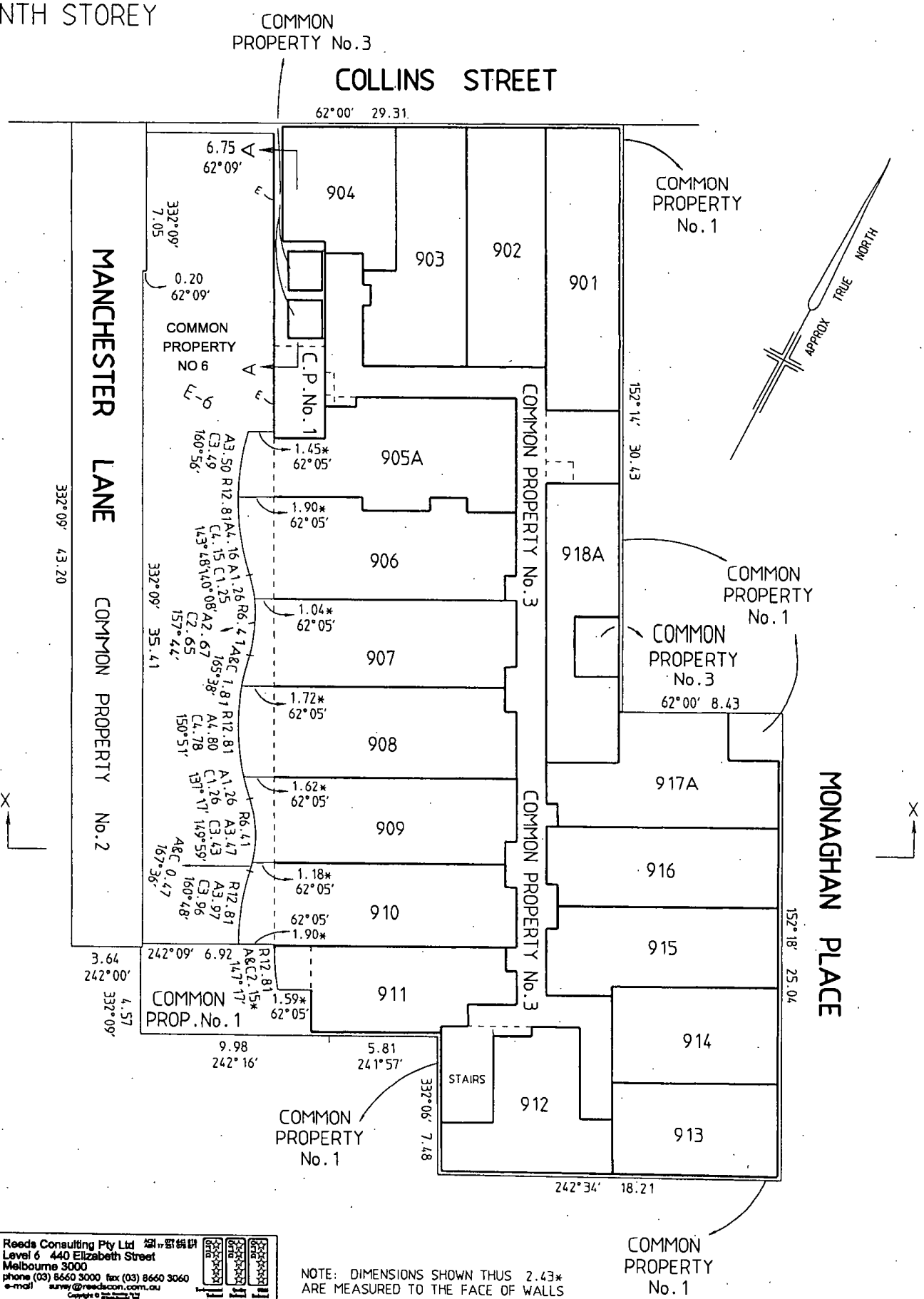
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 339927A

DIAGRAM 13
NINTH STOREY



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

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....
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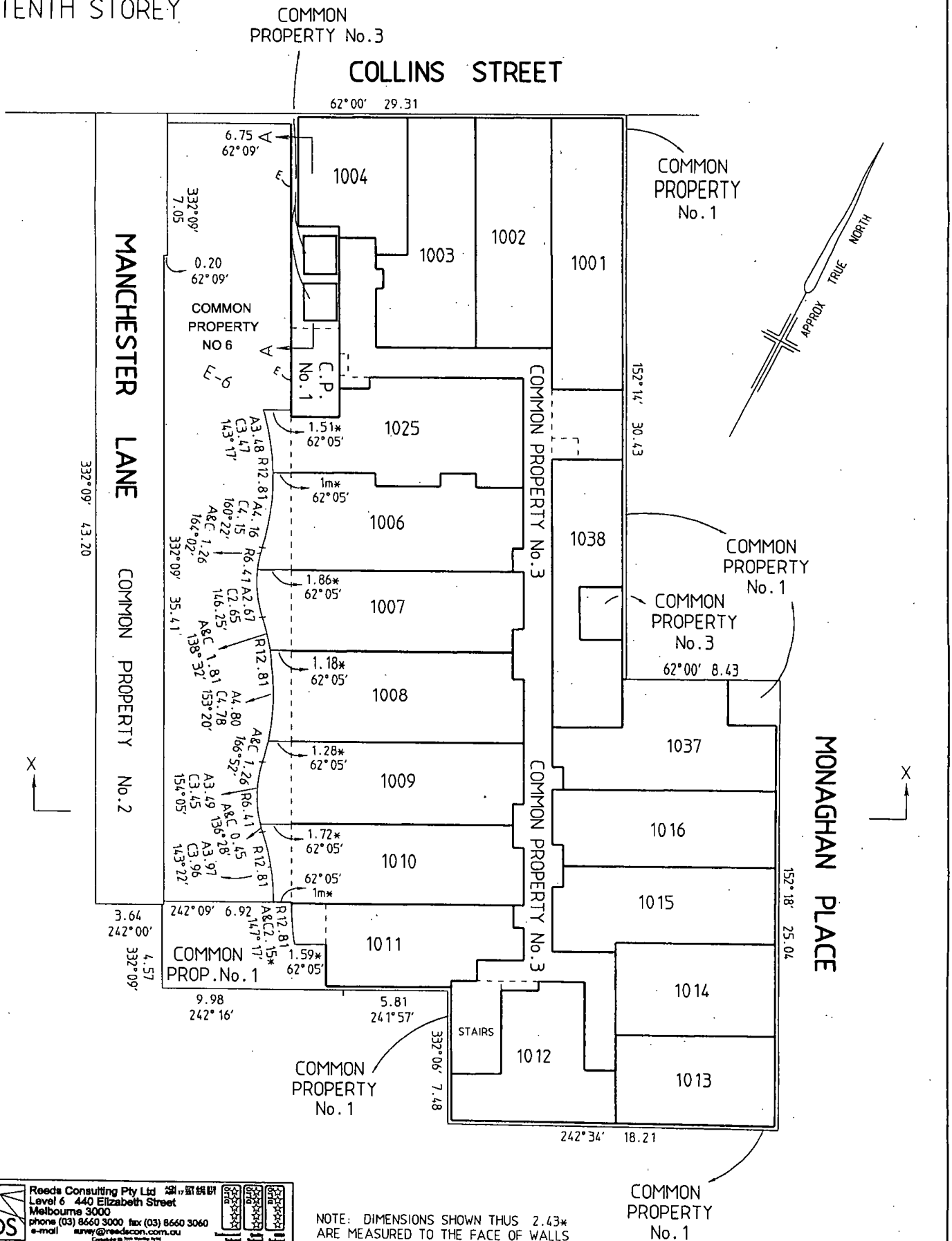
SHEET 16

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

DIAGRAM 14
TENTH STOREY



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

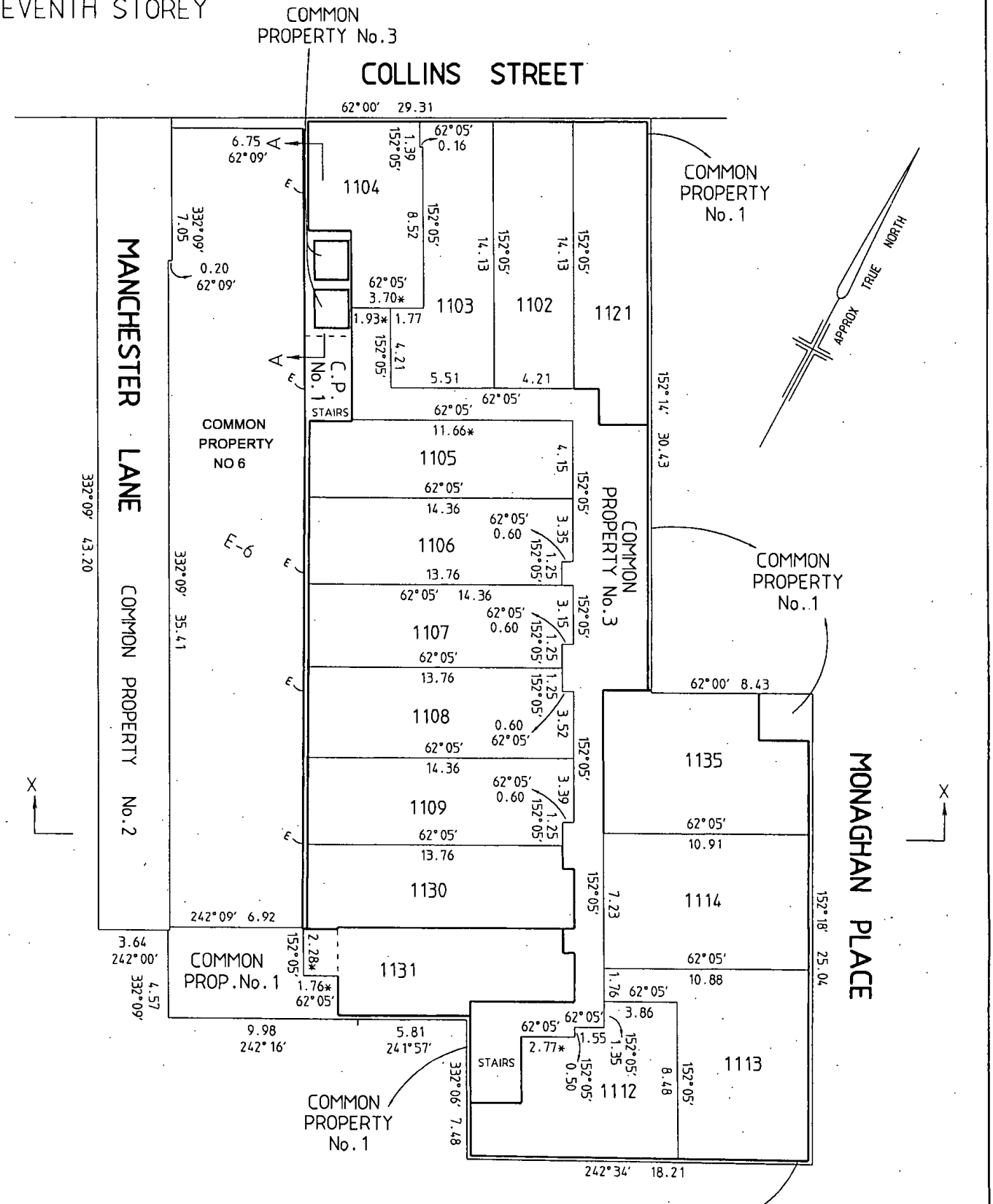
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e-mail survey@reedscon.com.au
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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 17
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			REF: 19404/COM VERSION: DATE: 12/08/08 COMM16.DGN	

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

DIAGRAM 15
ELEVENTH STOREY



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

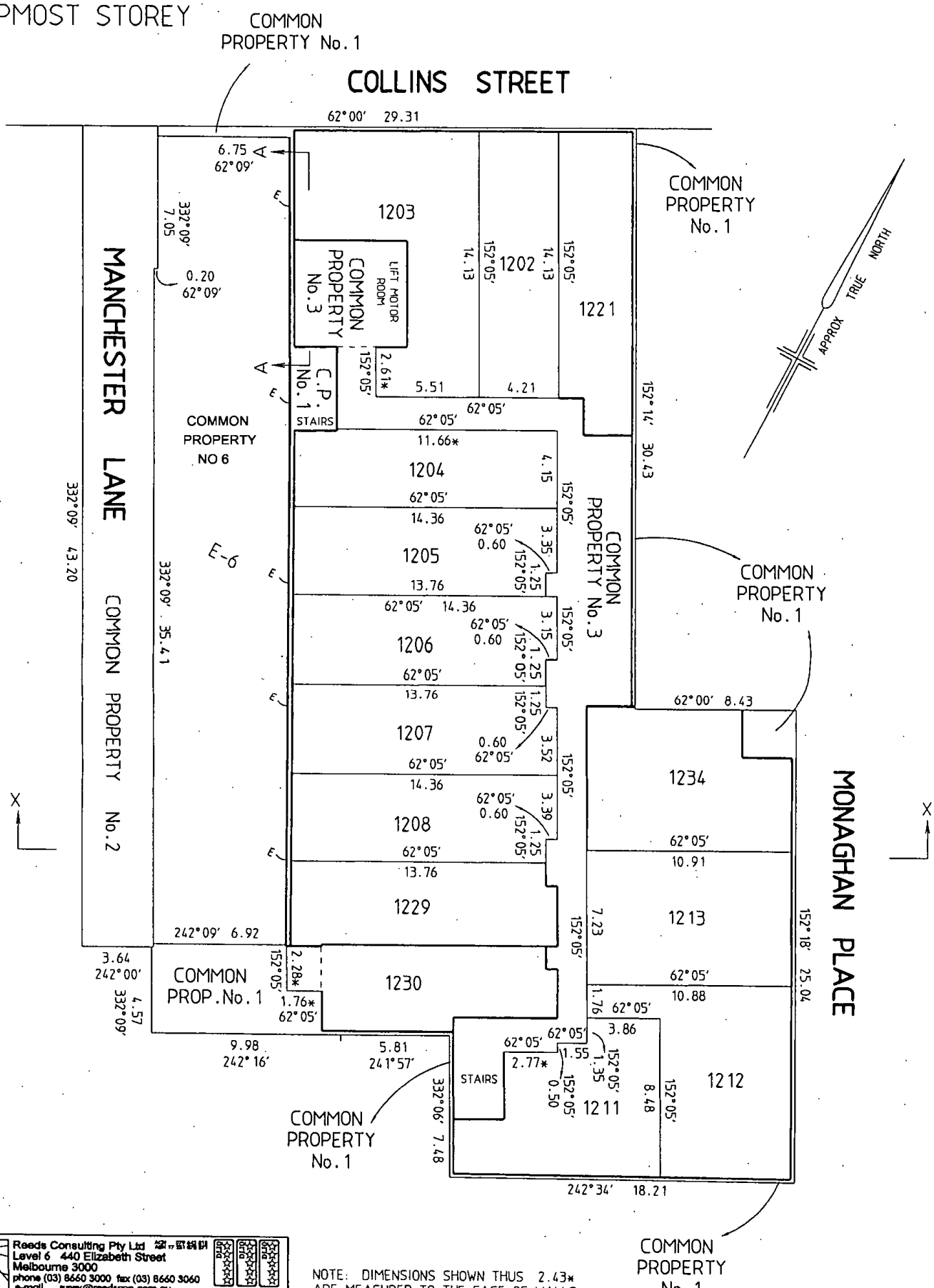
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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 18
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE / /	..... DATE / / COUNCIL DELEGATE SIGNATURE
			REF: 19404/COM VERSION: DATE: 12/08/08 COMM17.DGN	

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

DIAGRAM 16 TOPMOST STOREY



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Reeds Consulting Pty Ltd
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Melbourne 3000
phone (03) 8660 3000 fax (03) 8660 3060
e-mail survey@reedscon.com.au
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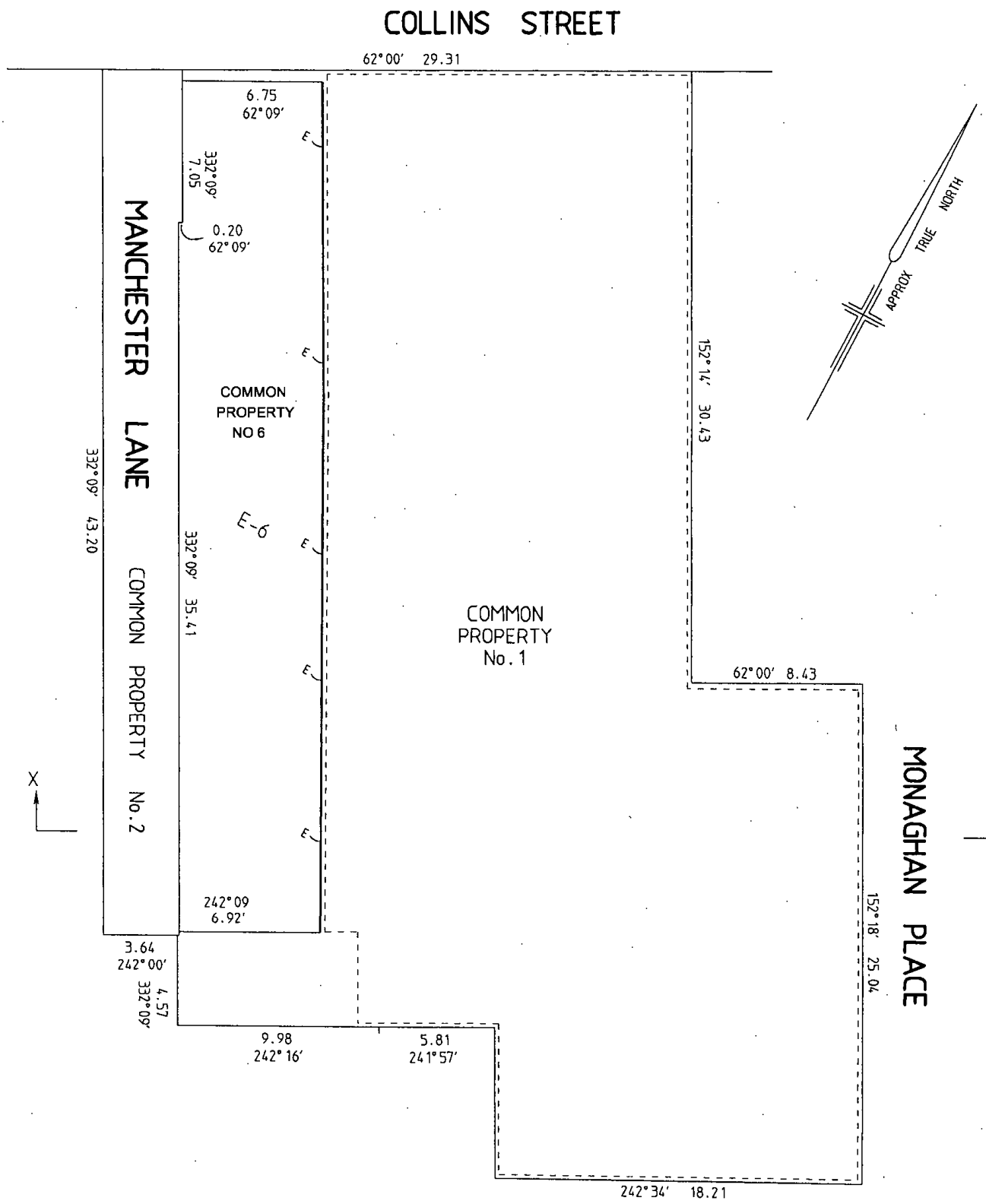
NOTE: DIMENSIONS SHOWN THUS 2.43* ARE MEASURED TO THE FACE OF WALLS

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 19
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE / /	..... DATE / / COUNCIL DELEGATE SIGNATURE
			REF: 19404/COM VERSION: DATE: 12/08/08 COMM18.DGN	

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

DIAGRAM 17
ROOF LEVEL



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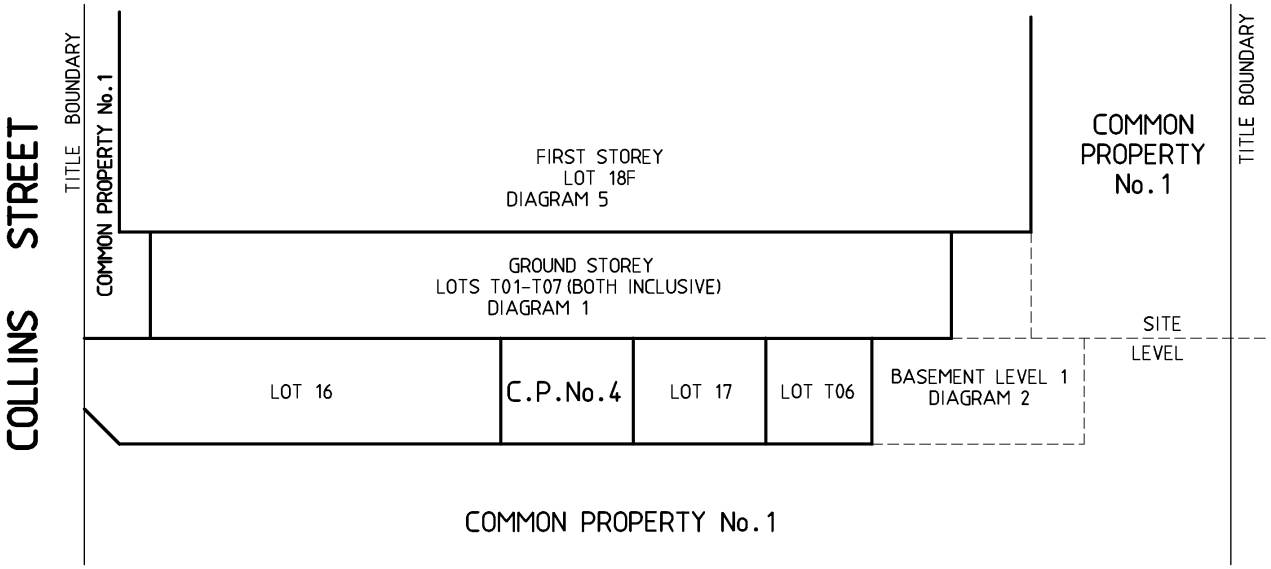
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2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE / /	..... DATE / / COUNCIL DELEGATE SIGNATURE
			REF: 19404/COM VERSION: DATE: 12/08/08 COMM19.DGN	

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

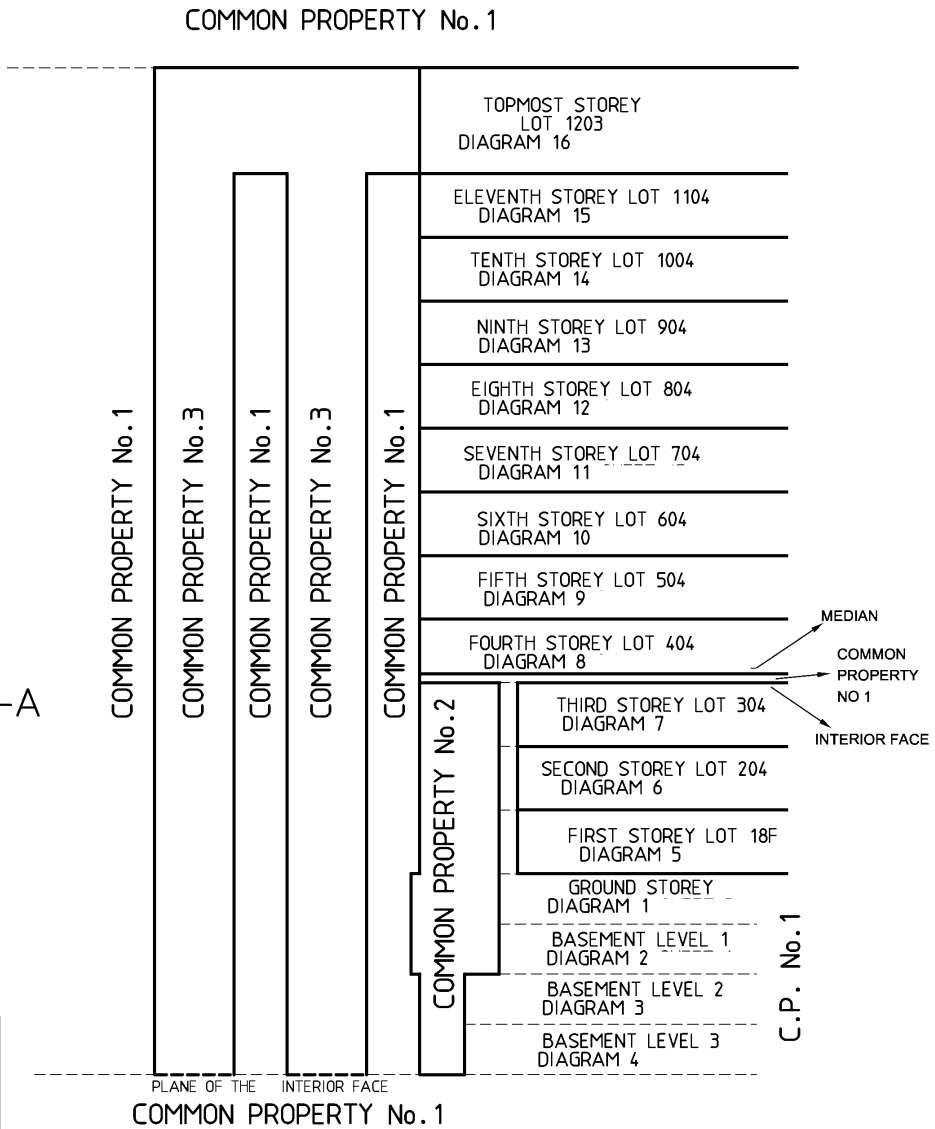
CROSS SECTION F-F

NOT TO SCALE



CROSS SECTION A-A

NOT TO SCALE



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SCALE	ORIGINAL SCALE / SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 21
NOT TO SCALE	A3	SIGNATURE ..... DATE / /	..... DATE / / COUNCIL DELEGATE SIGNATURE
		REF: 19404/COM VERSION: DATE: 12/02/14 A-ACOM.DGN	

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TYPICAL ELEVATION X-X

NOT TO SCALE

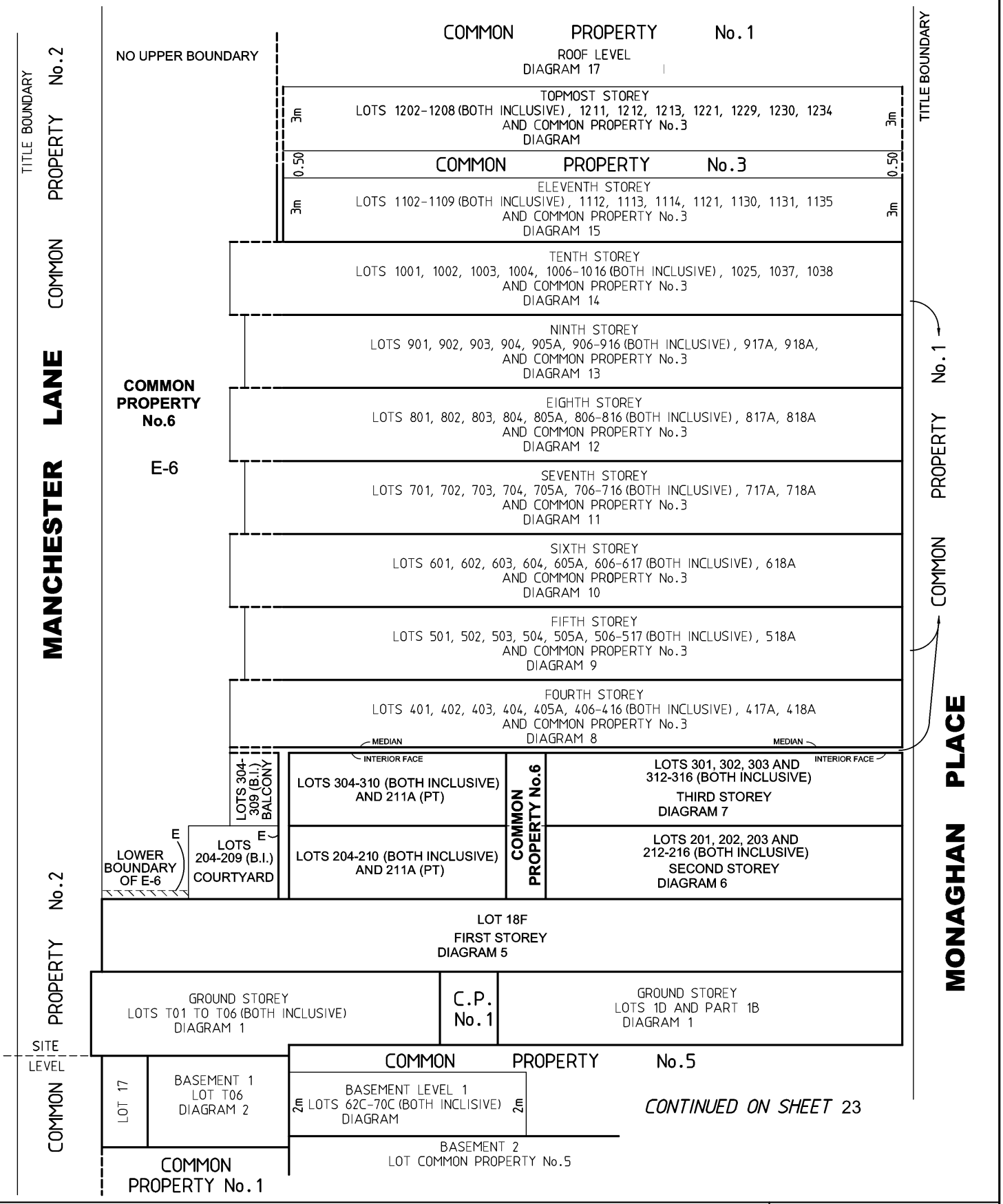
(SEE SHEET 23 FOR CONTINUATION)

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

PS339927A



LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED

SHEET 22

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SCALE
NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE A3

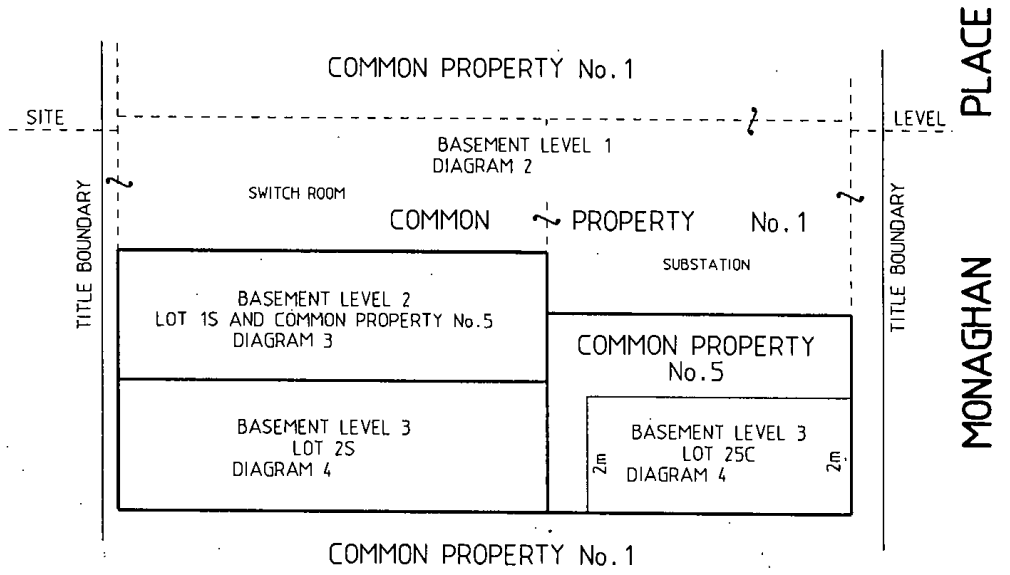
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VERSION:
DATE: 12/02/14 X-X COM.DGN

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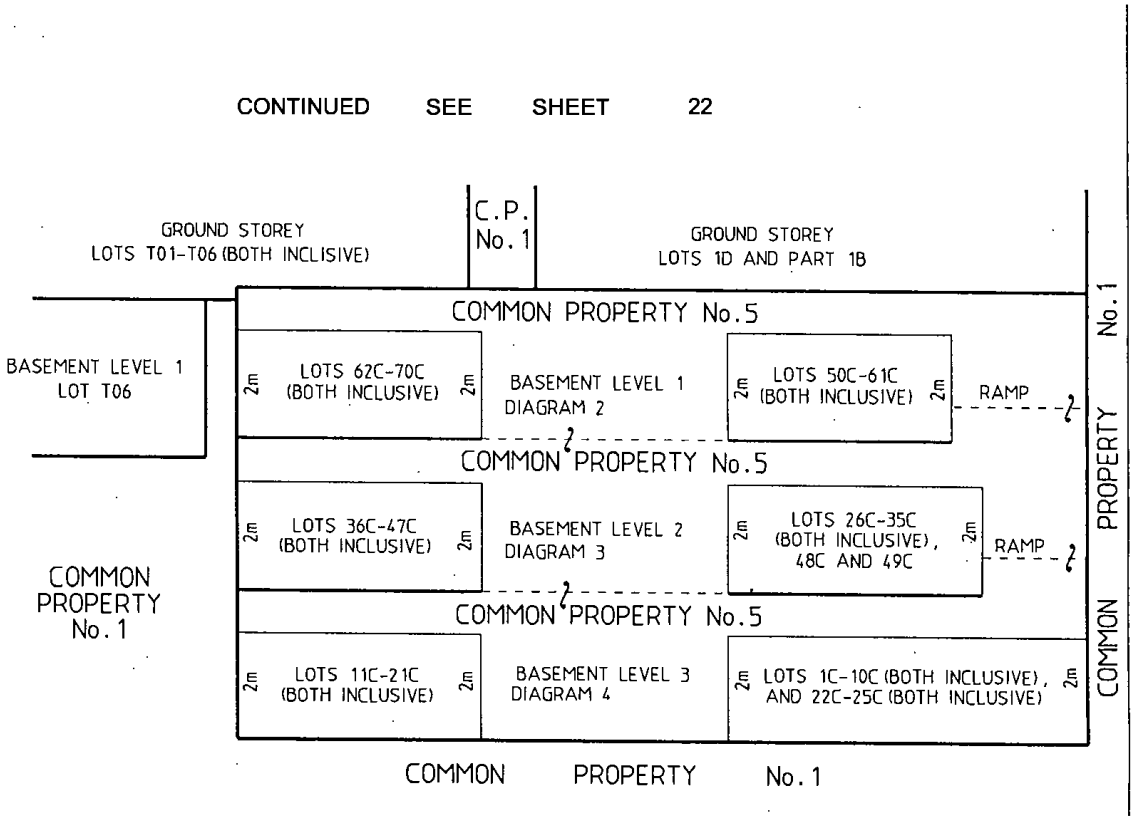
SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 339927A**

TYPICAL ELEVATION Z-Z

NOT TO SCALE



CONTINUED SEE SHEET 22



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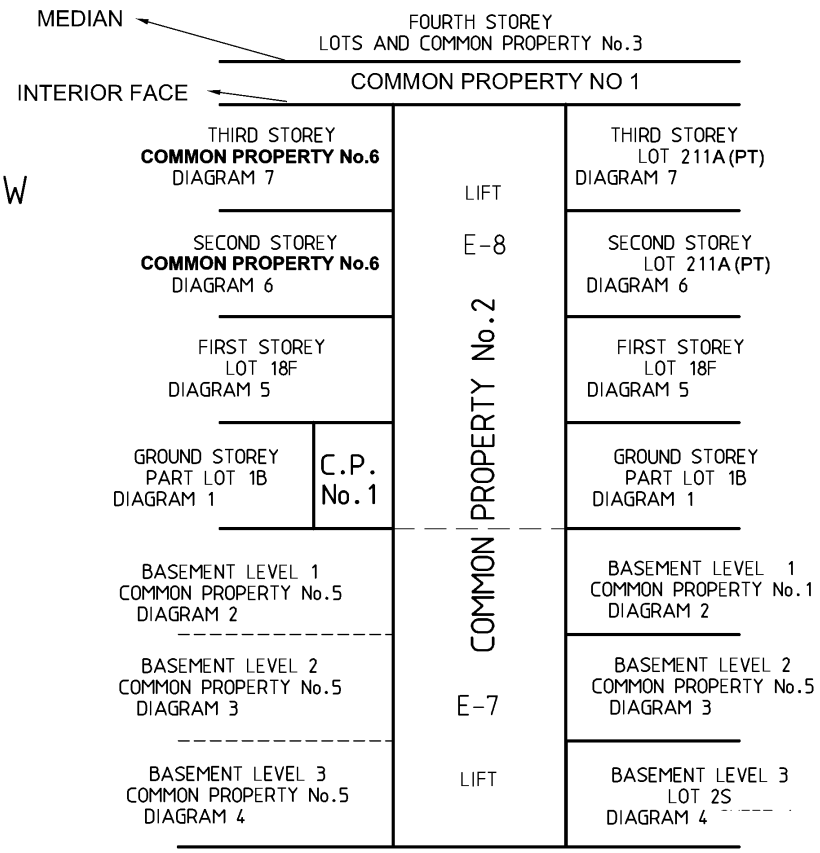
TYPICAL ELEVATION X-X

NOT TO SCALE

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

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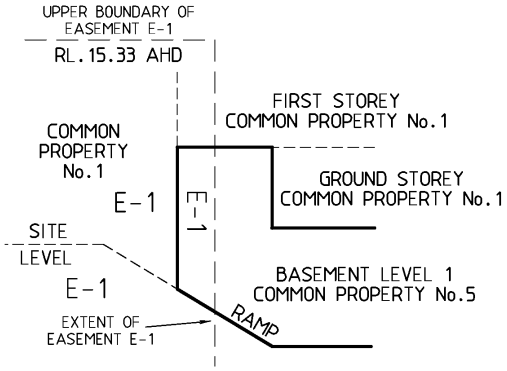
SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 339927A**



CROSS SECTION W-W

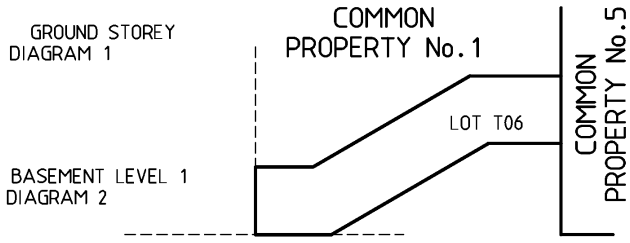
NOT TO SCALE

COMMON PROPERTY No.1



CROSS SECTION Y-Y

NOT TO SCALE



COMMON PROPERTY No.1

CROSS SECTION C-C

NOT TO SCALE

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SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 24
NOT TO SCALE			SIGNATURE ..... DATE / /	.....
LENGTHS ARE IN METRES		A3	REF: 19404/COM VERSION: DATE: 12/02/14 W-WCOM.DGN	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	GJN
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	GJN
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	GJN
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	GJN
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	2/7/2001	4.00pm	6	GJN
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**

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS339927A

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
COMMON PROPERTY NO.2 (PART)	E-7	CREATION OF EASEMENT	AF656437J	16/2/08	8	REN MARASCO
COMMON PROPERTY No.1 (PART)	E-8	CREATION OF EASEMENT	AF708376R	11/3/08	9	REN MARASCO
COMMON PROPERTY No.1 (PART) (E-4 AND E-5)		CREATION OF EASEMENT	AF708376R	11/3/08	9	REN MARASCO
Lots 1, 2, 3 & 18B and Part of Common Prop 1,2 & 4	Lots 1B, 1D, 2A, 3A, 18E T01, T02, T03, T04, T05, T06 & T07	Amendment Section 32 Sub Act 1988	PS339927A/D2, D3& D4	9/05/08	10	A.M.
					11	
LOT 18E	E-6	VARIATION OF EASEMENT	AJ786624X	25/7/12	12	A.R.T.
LOTS 2A 3A 18E	LOTS 18F 201-216 301-316 & COMMON PROPERTY NO 6	AMENDMENT SECTION 32	PS339927A/D5	13/02/14	13	IRM
THIS PLAN		APPURTENANT EASEMENT NOTATION ADDED	AM204648H	24/09/15	14	H.T
LOT 211 & 311	LOT 211A	AMENDMENT SECTION 32	PS339927A/D6	30/11/15	15	RBB
		APPURTENANT EASEMENT REMOVED	AM796411J	23/05/16	16	RBB
		APPURTENANT EASEMENTS ADDED	AM796412G	23/05/16	16	RBB

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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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, 18F, 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.

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

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OWNERS CORPORATION 1
PLAN NO. PS339927A

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 18C	9	9
Lot 18F	301	301

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OWNERS CORPORATION 1
PLAN NO. PS339927A

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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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
Lot 45C	9	9
Lot 46C	9	9
Lot 47C	13	13

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OWNERS CORPORATION 1
PLAN NO. PS339927A

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 55C	9	9
Lot 56C	9	9
Lot 57C	9	9
Lot 58C	9	9
Lot 59C	9	9
Lot 60C	9	9
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
Lot 204	47	47
Lot 205	58	58
Lot 206	58	58

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PLAN NO. PS339927A

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 402	33	33
Lot 403	35	35
Lot 404	28	28

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PLAN NO. PS339927A

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 513	30	30
Lot 514	30	30
Lot 515	34	34

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 706	36	36
Lot 707	35	35
Lot 708	35	35

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 817A	35	35
Lot 818A	33	33
Lot 901	37	37

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/12/2023 04:30:32 PM

OWNERS CORPORATION 1
PLAN NO. PS339927A

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Lot 1011	31	31
Lot 1012	34	34
Lot 1013	31	31

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/12/2023 04:30:32 PM

OWNERS CORPORATION 1
PLAN NO. PS339927A

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Lot 1207	36	36
Lot 1208	36	36
Lot 1211	38	38

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/12/2023 04:30:32 PM

OWNERS CORPORATION 1
PLAN NO. PS339927A

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Total	**9989.00**	**9989.00**

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Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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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, 18F, 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.

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
Lot 18F	3360	3783

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/12/2023 04:30:32 PM

OWNERS CORPORATION 2
PLAN NO. PS339927A

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Lot 313	84	93
Lot 314	98	108

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/12/2023 04:30:32 PM

OWNERS CORPORATION 2
PLAN NO. PS339927A

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Total	**11335.00**	**12528.00**

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Statement End.

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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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

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/12/2023 04:30:34 PM

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
Total	**320.00**	**320.00**

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 6
PLAN NO. PS339927A

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 04 December 2023 04:27 PM

PROPERTY DETAILS

Address:	**308/233 COLLINS STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 308 PS339927**
Standard Parcel Identifier (SPI):	**308\PS339927**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**650716**
Planning Scheme:	**Melbourne** Planning Scheme - Melbourne
Directory Reference:	**Melway 2F F4**

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**

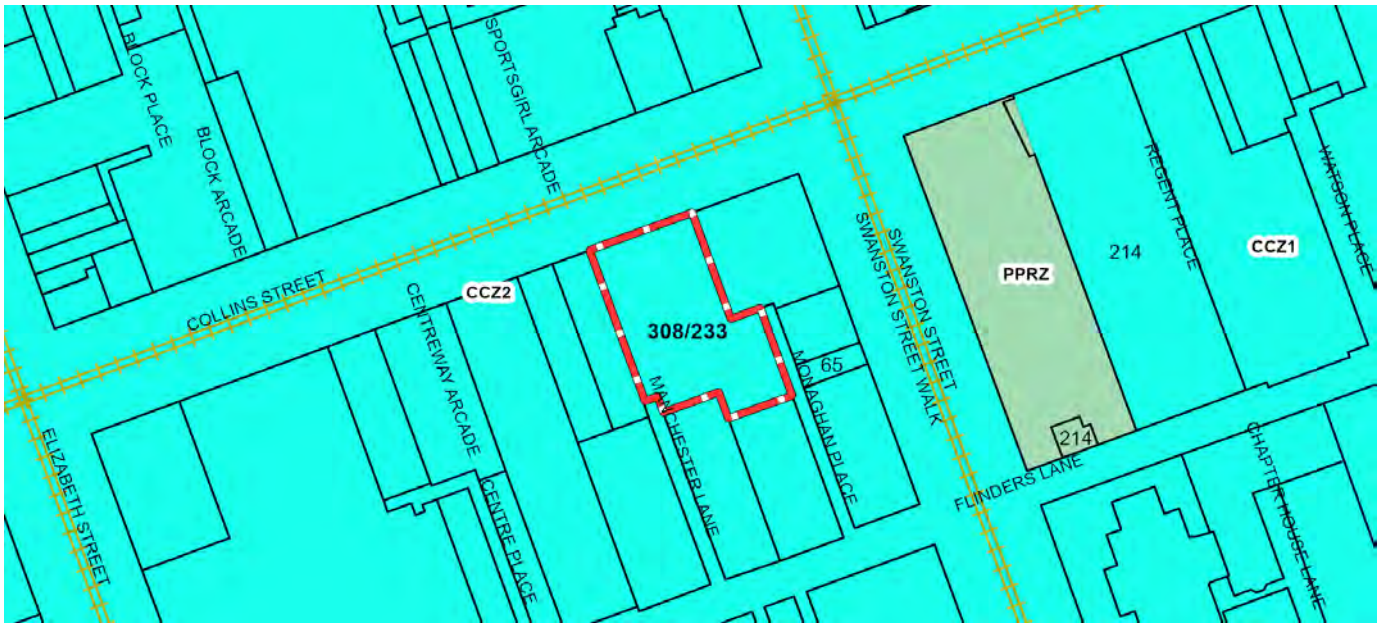
OTHER

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

View location in VicPlan

Planning Zones

CAPITAL CITY ZONE (CCZ)
CAPITAL CITY ZONE - SCHEDULE 2 (CCZ2)



CCZ - Capital City | PPRZ - Public Park and Recreation | Tram line

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

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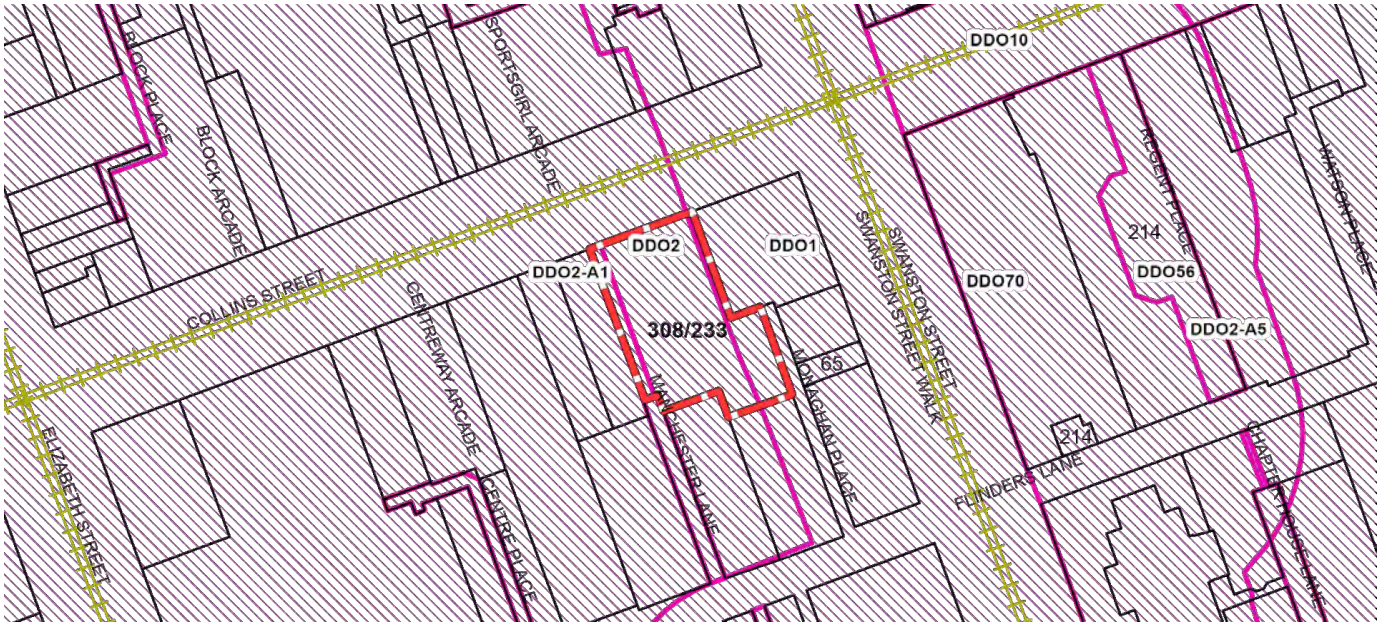
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

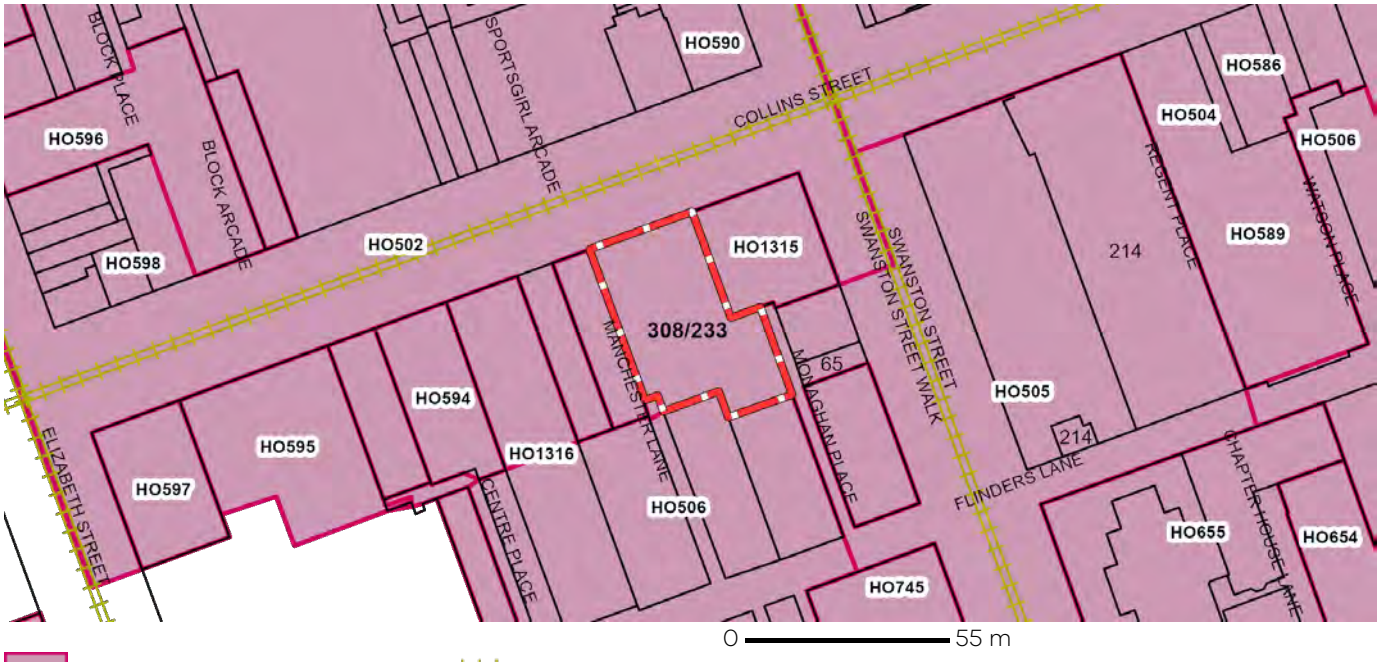
DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (HC-1) (DDO2-A1)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 56 (DDO56)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70 (DDO70)



DDO - Design and Development Overlay **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 **Tram line**

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 2 SCHEDULE (PO2)



PO - Parking Overlay

Tram line

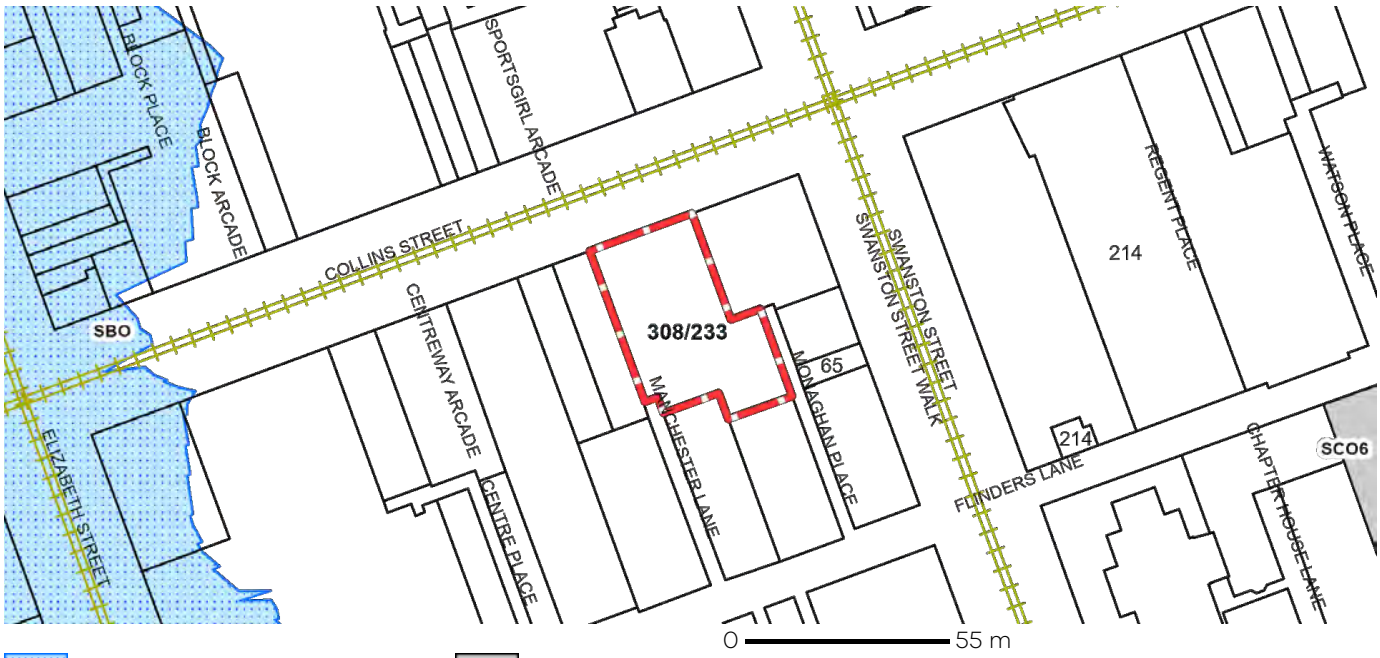
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)

SPECIFIC CONTROLS OVERLAY (SCO)



SBO - Special Building Overlay

SCO - Specific Controls Overlay

Tram line

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 27 November 2023.

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

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

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

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

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

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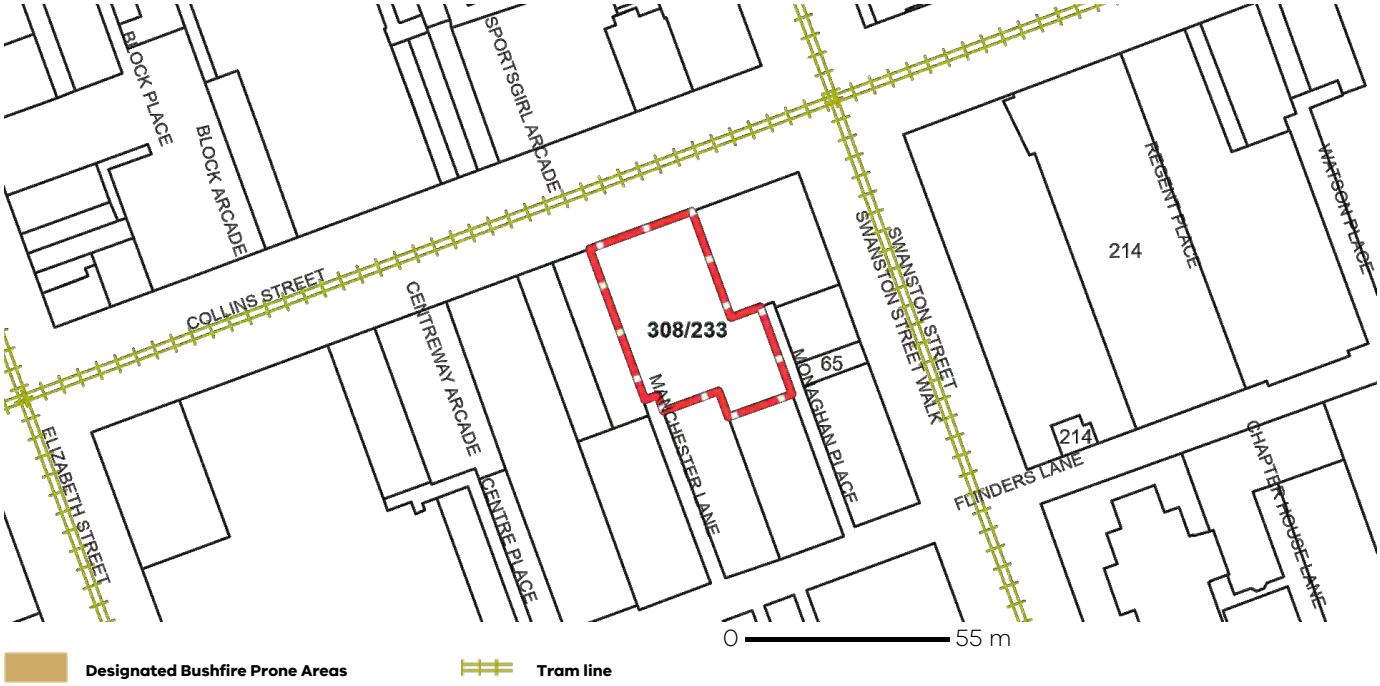
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 04 December 2023 04:27 PM

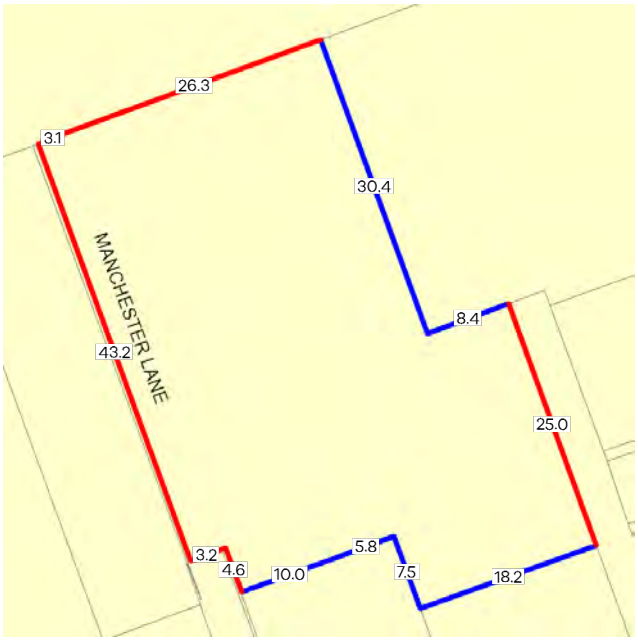
PROPERTY DETAILS

Address:	**308/233 COLLINS STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 308 PS339927**
Standard Parcel Identifier (SPI):	**308\PS339927**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**650716**
Directory Reference:	**Melway 2F F4**

Note: There are 281 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1669 sq. m
Perimeter: 186 m
For this property:
— Site boundaries
— Road frontages

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

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**MELBOURNE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

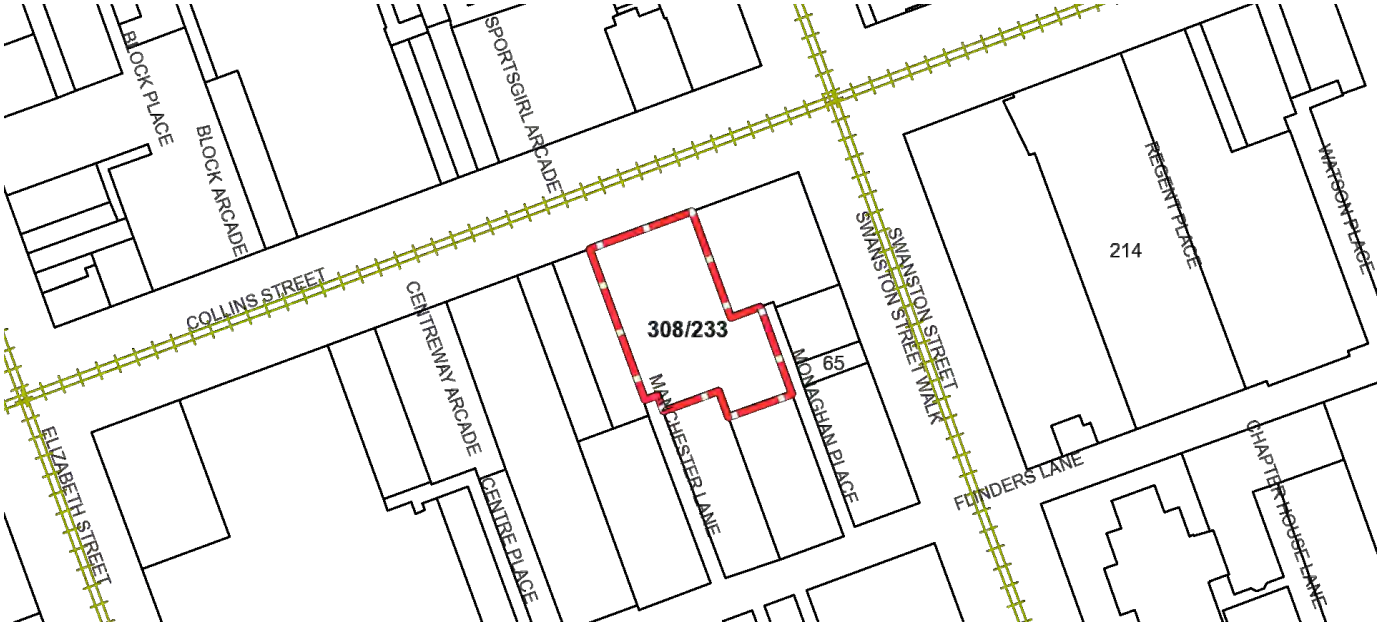
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

Tram line

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City of Melbourne
GPO Box 2158 Melbourne 3001
ABN 55 370 219 287

Valuation and rate notice 2022-2023

For the period 1 July 2022 - 30 June 2023

CITY OF MELBOURNE

Tax invoice

No GST has been charged

Assessment no. 215732 9

Date of issue 22 Aug 2022

QUESTIONS?
Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

999 47595
A C K Tan and S L Ngo
Lot 8678, Pending Commercial Centre, Jalan Pending
93450 Kuching Sarawak
MALAYSIA

Property Unit 308, Level 3, 233 Collins Street, MELBOURNE VIC 3000

Legal description Lot 308 PS339927A

Valuations		Effective date	1 Jul 2022
NAV	14,750	Valued as at	1 Jan 2022
Site value	70,000	Interest rate	10%
CIV	295,000	Land use	Commercial

AVPCC 232 -Serviced Apartments/Holiday Units

Details of account
(important, please read overleaf)

	Amount
Commercial Rates @ 4.2145 cents in the $ of NAV.	$621.64
Waste Charge @ 3.3792 cents per $100 of CIV	$99.69
FSPL @ $238 plus 60.5 cents per $1,000 of CIV.	$416.48

FSPL - Fire Services Property Levy (State Government Charge)

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by 15 February 2023 **$1,137.81**

Late payments will attract interest (see over page)
***Any unpaid arrears, interest and legal costs are overdue and must be paid immediately**

OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

Instalment 1
30 September 2022 **$284.45**
If paying by instalments, you must pay first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2023.

Instalment 2
30 November 2022 **$284.45**

Instalment 3
28 February 2023 **$284.45**

Instalment 4
31 May 2023 **$284.46**

OPTION 3 (DIRECT DEBIT ONLY)

Pay in 10 instalments by direct debit only.
See overleaf for details.

S047595Q01 052665 #84180

Payment methods

Assessment no. 215732 9

Property Unit 308, Level 3, 233 Collins Street, MELBOURNE VIC 3000

BPAY Biller code: **79616**
Ref: 102157329

BPAY® this payment via Internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 102157329
Credit cards not accepted.

Post Billpay Credit cards not accepted.
Pay in store at Australia Post.

*3397 0891 0102157329 88

Direct debit Credit cards not accepted.
To apply call 03 9658 9658 or visit melbourne.vic.gov.au/rates

MasterCard or Visa
Credit card payments will attract an additional fee being the recovery of financial institution charges.

Please tick the amount you are paying in the box below.

☐ Option 1 **$1,137.81**
☐ Option 2 **$284.45**

Telephone 1300 130 453

Internet melbourne.vic.gov.au/rates

By mail
City of Melbourne
GPO Box 2158 Melbourne 3001
Council will not be responsible for late postal deliveries.

In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
Business hours, Monday to Friday.
Visa, Mastercard or EFTPOS available.
Cash payments not accepted.

+10215732900000> +000891+ <0000000000> <0000113781> +444+

BL

Greater Western Water

My account number is

1252 8370 3113

Invoice No.	T639605841
Service Address	Un 308/233 Collins Street Melbourne Lot 308 Plan 339927
Issue Date	8 Aug 2023
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

C K A TAN & S N LAI
LOT 8678
PENDING COMMERCIAL CENTRE
JALAN PENDING
93450
KUCHING SARAWAK
MALAYSIA



Account summary

PREVIOUS BILL	$102.42
RECEIVED	$0.00
BALANCE	$102.42
NETWORK CHARGES	$118.99
OTHER CHARGES	$114.40
PLEASE PAY	$335.81

08/08/23-10:21:33-CCSEML_230807212731A.PRO-LETCODE>
F-D-002218-0001/0002-1-000000-R-A001466959

Annual Parks Charge

Each year from 1 July we collect the Parks Charge on behalf of the Department of Energy, Environment and Climate Action.

These funds help Parks Victoria support the management and maintenance of Melbourne's iconic parks, trails, zoos, and waterways. Visit **parks.vic.gov.au** to learn more.



BL

Details of charges - Residential

Previous Bill

Previous Bill	$102.42

Payments Received

BALANCE FORWARD $102.42

Network Charges	Charge Period	Charge $
Water Network Charge	(01/07/2023 to 30/09/2023)	$51.60
Sewerage Network Charge	(01/07/2023 to 30/09/2023)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges		Net annual value (NAV)^	Rate in NAV $	Minimum	Charge $
Waterways & Drainage Charge	(01/07/2023 to 30/09/2023)				$29.54
Annual Parks Charge^	(01/07/2023 to 30/06/2024)	$5,425	0.004970	$84.86	$84.86

^The NAV is based on 1990 dollar equivalents

TOTAL OTHER AUTHORITIES' CHARGES $114.40

FINAL TOTAL, PLEASE PAY THIS AMOUNT $335.81

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

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

Need help paying your bill? Give us a call

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

Waterways and drainage charge

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

Annual parks charge

Our Annual Parks Charge helps Parks Victoria support Melbourne's major parks, gardens, trails and zoos. We collect this charge on behalf of the Department of Energy, Environment and Climate Action. Learn more at **parks.vic.gov.au**

Our prices 2023-24

From 1 July 2023, our prices will change in line with adjustments approved by the Essential Services Commission - the independent regulator of Victoria's water industry. To learn more about our price changes, visit **gww.com.au**

CCSEML_230807212731A.PRO>BIL_vJUL23.20>08/08/23>10:21:33>-------

Service Address: Un 308/233 Collins Street Melbourne

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1252 8370 3113

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

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

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

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

AMOUNT DUE
$335.81
PLEASE PAY BY
29 AUG 2023

BPAY Biller Code: 8789
Ref: 1252 8370 3113

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

POST billpay Billpay Code: 0362
Ref: 1252 8370 3113

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

*362 125283703113

+00125283703113> +009201+ <0639605841> <0000033581> +444+

Building partnerships for a thriving region

Our service area is one of the fastest growing regions in Australia. We're committed to supporting this growth and to our core purpose of delivering trusted water services to the region.

To do this, we partner with groups and organisations who share our commitment to our diverse community and to caring for Country.

Our partnership activities are varied, from providing the next generation of students with hands-on experience to sponsoring local projects that bring our community together.

We're also collaborating with Melbourne's other water corporations to show how we can provide a secure and sustainable water supply over the next 50 years and partnering with Traditional Owners and First Nations peoples to act on our commitment to reconciliation.

Our partnerships reflect the diversity of our growing region and help us achieve our vision of thriving people and Country.

Maree



Maree Lang
Managing Director
Greater Western Water

Working with Victoria University for a prosperous west

We've strengthened our partnership with Victoria University (VU) by signing a Memorandum of Understanding (MOU) that will benefit the people, businesses and environment of Melbourne's west.



Our Managing Director Maree Lang and VU Vice Chancellor Professor Adam Shoemaker signed the MOU, which establishes a five-year major alliance between us.

Our shared values have brought us together many times in the past, and will continue to do so in the future. Currently, we're working together to explore opportunities to partner in education and training, to support First Nations peoples' participation in our region, and to bring innovation to water and wastewater management.

We both have an important role that extends beyond our core purpose. That is to support a thriving western region by developing individuals and communities, and by protecting, healing and caring for Country.

Congratulations to our latest Thriving Communities recipients

In June, we announced the recipients of our 23/24 Thriving Communities grants and sponsorships round. We awarded approximately $176,000 to community groups and organisations across our service area.

We've funded a range of projects that make our region a great place to live, including sports tournaments, art exhibitions, community events and health initiatives. We've also focused on projects that have a positive impact on our natural environment, supporting local waterways and wildlife.



To learn more about the grants and sponsorship program go to **gww.com.au/grants-sponsorships**



Our plan for Melbourne's water future

In April, we launched the Greater Melbourne Urban Water and System Strategy: Water for Life alongside Melbourne Water, Yarra Valley Water and South East Water.

The plan describes how we will work together to secure Melbourne's water supplies for the next 50 years.

We'll balance Melbourne's water needs by diversifying our water sources and using new water supplies. The strategy is a shared plan with Traditional Owners and the community, who helped shape criteria to assess and short-list future options.

For more information visit **waterforlifestrategy.com.au**

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

A simpler billing experience

Over the next 12 months, we're making some big changes to your billing experience. This upgrade will mean a simpler experience for you, whether you choose an email or paper bill.

We're redesigning your bill to make it easier to understand and building a new online account to make paying your bill and managing your account simpler.

From October 2023, customers who receive a bill every four months will receive a bill quarterly, or every three months. You'll have 21 days to pay each bill from the issue date.

Customers in the City of Hume and City of Melton who previously received a separate bill for the annual Parks Charge will instead have that charge included in their usual Greater Western Water bill.

For more information about changes to your bill visit **gww.com.au/billexperience**

Royal Parade upgrade



After more than 130 years of ongoing use the Royal Parade water main is getting an upgrade. We will replace the existing water main with new pipes, between Princes Park and Genetics Lane.

This upgrade means we'll maintain a safe and reliable water service for Parkville and Melbourne's CBD now and into the future.

Construction commenced in May and will be completed in October. To find out more visit **gww.com.au/royalparade**



Healing and caring for Country

Our commitment to 'healing and caring for Country' means partnering with Traditional Owners and First Nations peoples.

Through these partnerships, we're increasing industry connections with First Nations suppliers, collaborating on water management, and building our people's cultural awareness through education and training.

We're launching our first GWW Reconciliation Action Plan (RAP) later this year. This plan outlines how we will work to create a society that celebrates and protects the ongoing cultural and spiritual connections of First Nations peoples to land and water.

For more information visit **gww.com.au/firstnations**

We're preparing our price submission

A price submission is our plan for the prices you will be charged, the level of service you can expect and the investments we will make between 2024 and 2028.

Since August 2022 we've been listening to what you have to say on our services and prices through online surveys, focus groups and our 45-strong community panel.

Over the next few months, we'll be incorporating this into our price submission.

Find out more at **gww.com.au/pricesubmission**



Prevent frozen pipes this winter

In the cooler months, water meters and pipes that sit above the ground can freeze.

This could result in your property having no water and can cause your meter to burst or pipes to split.

To avoid this, place a cover over your meter and pipes to protect them from frost. A blanket, container or bucket will work.

Learn more at **gww.com.au/frozenmeters**



Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

turnbullcook

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-1
Property Address:	Lot 308 at Hothlyn House, 233-239 Collins Street - OC 1, MELBOURNE VIC 3000
Current Owner:	Adrian Chiew Kui Tan & Siew Ngo Lai
Postal Address:	13 Kelvin Place CARLTON VIC 3053
Applicant for the certificate is	JEFF LIU
Applicant Reference:	
Date of Issue:	The information in this certificate is issued on 1st December 2023

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
- 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 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 118038**

(a) The current annual fees for the lot total **$993.60** and is payable in **quarterly** instalments (Administration Fund: **$916.80** & Maintenance Fund: **$76.80**).

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 **31 Dec 2023.**

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

Administrative Fund		***Maintenance Fund***	
Amount owing	$0.00	Amount owing	$0.00
Interest owing	$0.00	Interest owing	$0.00
Total amount owing	$0.00	Total amount owing	$0.00

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.

Other Owner Invoices:

- A $75.00 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.

(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?:

14.9.22: City Of Melbourne has accepted Fire Engineering Report and sought installation of additional sprinkler protection provided beneath the canopy. The building notice relates to the removal of the signage backing on the front retail facade at street level.

(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: $111,247.00 Paid on: 30/11/2023 Policy start date: 30/11/2023 Next due: 30/11/2024

Cover	*Sum insured*	*Excess*	
.Building - All Claims	$101,505,000.00	$5,000.00	
.Loss of Rent/Temporary Accommodation	$30,150,000.00	$5,000.00	
.Voluntary Workers	$500,000.00	$0.00	Aggregate any one period) The first 7 days of incapacity
.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	(per volunteer) The first 7 days of incapacity
.Professional Expenses	$25,000.00	$5,000.00	
.Building - All Water Damage	Insured	$10,000.00	
.Common Area Contents	$1,005,000.00	$5,000.00	
.Building – Earthquake	Insured	$5,000.00	

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

- License agreement over eleventh floor duct room (OC3)
- Licence over ground floor storage area (OC1)
- A full copy of the agreement, plan and layout is available upon request

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%.

A) 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.

- 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 9, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: 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: **1st December 2023**

The Common Seal of Owners Corporation Plan No 339927A-1 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-1 by:



Registered Manager Signature

Kunal Parekh

Turnbull Cook Strata Management Pty Ltd
Level 9, 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 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

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Owner Ledger

Start Date: 01/11/2021
End Date: 30/11/2025
Owners: One only

The Owners of OC 1--PS339927A-1 Hothlyn House, 233-239 Collins Street - OC 1, MELBOURNE VIC 3000

Lot 308 Unit 308 Adrian Chiew Kui Tan & Siew Ngo Lai UE / AE: 45.00 / 9,989.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/01/2022	Quarterly	O/C Contributions 01/01/22 to 31/03/22	229.20	229.20	19.20	19.20	0.00	0.00%	Standard	Normal	None
2	01/04/2022	Quarterly	O/C Contributions 01/04/22 to 30/06/22	229.15	229.15	19.15	19.15	0.00	0.00%	Standard	Normal	None
3	01/07/2022	Quarterly	O/C Contributions 01/07/22 to 30/09/22	229.20	229.20	19.20	19.20	0.00	0.00%	Standard	Normal	None
4	01/10/2022	Quarterly	O/C Contributions 01/10/22 to 31/12/22	229.20	229.20	19.20	19.20	0.00	0.00%	Standard	Normal	None
5	01/01/2023	Quarterly	O/C Contributions 01/01/23 to 31/03/23	229.20	229.20	19.20	19.20	0.00	0.00%	Standard	Normal	None
6	01/04/2023	Quarterly	O/C Contributions 01/04/23 to 30/06/23	229.15	229.15	19.15	19.15	0.00	0.00%	Standard	Normal	None
7	01/07/2023	Quarterly	O/C Contributions 01/07/23 to 30/09/23	229.20	229.20	19.20	19.20	0.00	0.00%	Standard	Normal	None
8	01/10/2023	Quarterly	O/C Contributions 01/10/23 to 31/12/23	229.20	229.20	19.20	19.20	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 Paid	Admin Fund Interest	Maintenance Fund Paid	Maintenance Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.
04/01/2022	7184	Receipt	Banked		229.20	0.00	19.20	0.00	0.00	248.40		1
01/04/2022	7439	Receipt	Banked		229.15	0.00	19.15	0.00	0.00	248.30		2
01/07/2022	7651	Receipt	Banked		229.20	0.00	19.20	0.00	0.00	248.40		3
03/10/2022	7934	Receipt	Banked		229.20	0.00	19.20	0.00	0.00	248.40		4
03/01/2023	8286	Receipt	Banked		229.20	0.00	19.20	0.00	0.00	248.40		5

Lot 308 Unit 308 Adrian Chiew Kui Tan & Siew Ngo Lai UE / AE: 45.00 / 9,989.00

03/04/2023	8581	Receipt	Banked	229.15	0.00	19.15	0.00	0.00	248.30	6
03/07/2023	8849	Receipt	Banked	229.20	0.00	19.20	0.00	0.00	248.40	7
04/10/2023	9155	Receipt	Banked	229.20	0.00	19.20	0.00	0.00	248.40	8

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Balance Sheet
As at 24/11/2023

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	(74,448.09)
Owners Equity Opening Reserves - Admin	90,721.03
Owners Equity--Admin	20,185.61
Owners Equity--Funds Transfer--Admin	32,000.00
	68,458.55
Operating Surplus/Deficit--Sinking	7,780.44
Owners Equity--Funds Transfer--Sinking	(32,000.00)
Owners Equity--Sinking	83,472.41
	59,252.85
Net owners' funds	**$127,711.40**
Represented by:	
Assets	
Cash at Bank	122,679.67
Receivable--Levies	9,555.22
Receivable--Owners	595.00
Total assets	132,829.89
Less liabilities	
Creditor--GST	2,556.04
Prepaid Levies--Unallocated	2,366.70
Provision--Income Tax--Admin	195.75
Total liabilities	5,118.49
Net assets	**$127,711.40**

CHUBB®

Certificate of Currency

Insured:	Owners Corporation Strata Plan No: PS 339927
Policy Number:	93214015
Policy Period:	From: 4PM on 30/11/2022 To: 4PM on 30/11/2023
Particulars Of Insurance:	Commercial Strata Insurance as outlined in Chubb Commercial Strata Elite Package (Chubb16-33-1116)
Location:	233 Collins Street, Melbourne VIC 3000
Sum Insured:	
Building & Common property	$101,505,000
Temporary Accommodation and Loss of Rent	$30,150,000
Declared Catastrophe Extension	Not Insured
General Liability	$20,000,000
Crime Insurance	$100,000
Machinery Breakdown	Not Insured
Management Committee Liability	$1,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$25,000
Chubb Proportion:	100%
Date:	23 November 2022

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All the values on this Certificate of Currency are correct as at 23 November 2022 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

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



Chun Hou Lee | **Chubb Insurance Australia Limited**
Strata Underwriter VIC

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turnbull cook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

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, 19 December 2022

COMMENCING AT: 06:00 PM

LOCATION: Virtual Meeting via Zoom

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
1B	1B	Yes	Martell Pty Ltd, Joshua Levin (arrived at 6:46 PM)
1C	1C	Yes	The Trust Company (PTAL) Limited
1D	1D	Yes	Martell Pty Ltd, Joshua Levin
1S	1S	Yes	The Trust Company (PTAL) Limited
T1	T1	Yes	Martell Pty Ltd, Joshua Levin
2A	2A	Yes	Martell Pty Ltd, Joshua Levin
2C	2C	Yes	The Trust Company (PTAL) Limited
2S	2S	Yes	The Trust Company (PTAL) Limited
T2	T2	Yes	Martell Pty Ltd, Joshua Levin
3A	3A	Yes	Joshua & Ilsa Levin
3C	3C	Yes	The Trust Company (PTAL) Limited
T3	T3	Yes	Martell Pty Ltd, Joshua Levin
4C	4C	Yes	The Trust Company (PTAL) Limited
T4	T4	Yes	Martell Pty Ltd, Joshua Levin
5C	5C	Yes	The Trust Company (PTAL) Limited
T5	T5	Yes	Martell Pty Ltd, Joshua Levin
6C	6C	Yes	The Trust Company (PTAL) Limited
T6	T6	Yes	Martell Pty Ltd, Joshua Levin
7C	7C	Yes	The Trust Company (PTAL) Limited
T7	T7	Yes	Martell Pty Ltd, Joshua Levin
8C	8C	Yes	The Trust Company (PTAL) Limited
9C	9C	Yes	The Trust Company (PTAL) Limited
10C	10C	Yes	The Trust Company (PTAL) Limited
11C	11C	Yes	The Trust Company (PTAL) Limited
12C	12C	Yes	The Trust Company (PTAL) Limited
13C	13C	Yes	The Trust Company (PTAL) Limited
14C	14C	Yes	The Trust Company (PTAL) Limited
15C	15C	Yes	The Trust Company (PTAL) Limited
16	16	Yes	Martell Pty Ltd, Joshua Levin
16C	16C	Yes	The Trust Company (PTAL) Limited
17	17	Yes	Martell Pty Ltd, Joshua Levin

17C	17C	Yes	The Trust Company (PTAL) Limited
18C	18C	Yes	The Trust Company (PTAL) Limited
18E	18E	Yes	Martell Pty Ltd, Joshua Levin
18F	18F	Yes	Martell Pty Ltd, Joshua Levin
19C	19C	Yes	The Trust Company (PTAL) Limited
20C	20C	Yes	The Trust Company (PTAL) Limited
21C	21C	Yes	The Trust Company (PTAL) Limited
22C	22C	Yes	The Trust Company (PTAL) Limited
23C	23C	Yes	The Trust Company (PTAL) Limited
24C	24C	Yes	The Trust Company (PTAL) Limited
25C	25C	Yes	The Trust Company (PTAL) Limited
26C	26C	Yes	The Trust Company (PTAL) Limited
27C	27C	Yes	The Trust Company (PTAL) Limited
28C	28C	Yes	The Trust Company (PTAL) Limited
29C	29C	Yes	The Trust Company (PTAL) Limited
30C	30C	Yes	The Trust Company (PTAL) Limited
31C	31C	Yes	The Trust Company (PTAL) Limited
32C	32C	Yes	The Trust Company (PTAL) Limited
33C	33C	Yes	The Trust Company (PTAL) Limited
34C	34C	Yes	The Trust Company (PTAL) Limited
35C	35C	Yes	The Trust Company (PTAL) Limited
36C	36C	Yes	The Trust Company (PTAL) Limited
37C	37C	Yes	The Trust Company (PTAL) Limited
38C	38C	Yes	The Trust Company (PTAL) Limited
39C	39C	Yes	The Trust Company (PTAL) Limited
40C	40C	Yes	The Trust Company (PTAL) Limited
41C	41C	Yes	The Trust Company (PTAL) Limited
42C	42C	Yes	The Trust Company (PTAL) Limited
43C	43C	Yes	The Trust Company (PTAL) Limited
44C	44C	Yes	The Trust Company (PTAL) Limited
45C	45C	Yes	The Trust Company (PTAL) Limited
46C	46C	Yes	The Trust Company (PTAL) Limited
47C	47C	Yes	The Trust Company (PTAL) Limited
48C	48C	Yes	The Trust Company (PTAL) Limited
49C	49C	Yes	The Trust Company (PTAL) Limited
50C	50C	Yes	The Trust Company (PTAL) Limited
51C	51C	Yes	The Trust Company (PTAL) Limited
52C	52C	Yes	The Trust Company (PTAL) Limited
53C	53C	Yes	The Trust Company (PTAL) Limited
54C	54C	Yes	The Trust Company (PTAL) Limited
55C	55C	Yes	The Trust Company (PTAL) Limited
56C	56C	Yes	The Trust Company (PTAL) Limited
57C	57C	Yes	The Trust Company (PTAL) Limited
58C	58C	Yes	The Trust Company (PTAL) Limited
59C	59C	Yes	The Trust Company (PTAL) Limited
60C	60C	Yes	The Trust Company (PTAL) Limited
61C	61C	Yes	The Trust Company (PTAL) Limited
62C	62C	Yes	The Trust Company (PTAL) Limited
63C	63C	Yes	The Trust Company (PTAL) Limited
64C	64C	Yes	The Trust Company (PTAL) Limited
65C	65C	Yes	The Trust Company (PTAL) Limited
66C	66C	Yes	The Trust Company (PTAL) Limited
67C	67C	Yes	The Trust Company (PTAL) Limited
68C	68C	Yes	The Trust Company (PTAL) Limited
69C	69C	Yes	The Trust Company (PTAL) Limited
70C	70C	Yes	The Trust Company (PTAL) Limited
201	201	Yes	Privopoulos, Elefterios
211	211	Yes	Martell Pty Ltd, Joshua Levin
212	212	Yes	Bohlin, Synove

311	311	Yes	Martell Pty Ltd & Jindale Pty Ltd
211A	311A	Yes	Martell Pty Ltd & Jindale Pty Ltd
803	803	Yes	Kadar Klari & Eagle, Bob
813	813	Yes	Ponnudurai, Aaron
1009	1009	Yes	Stone, Christopher
1102	1102	Yes	Coventry, Louise (arrived at 6:29 PM)

Kunal Parekh representing Turnbull Cook Strata Management Pty Ltd
Stuart Pope representing Turnbull Cook Strata Management Pty Ltd

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 ***8/12/2021*** were an accurate record of the proceeding at that meeting.

4 Financial Statements

It was resolved that the financial statements for the period ended ***30/06/2022*** 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 1B) - Chairperson
- Joshua Levin (Lot 18F)
- Elefterios Privopoulas (Lot 201)
- Bob Eagle (Lot 803)
- Aaron Pandurrai (Lot 813)
- David Stacery(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 22/06/2020. The recommended sum insured was $84,230,000.

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 : $103,235.00 Paid on : 29/11/2021 Start : 30/11/2022 Next due : 30/11/2023

Cover	Sum Insured	Excess	
.Building - All Claims	$101,505,000.00	$2,500.00	
.Building - All Water Damage	Insured	$10,000.00	
.Common Area Contents - All Claims	$1,005,000.00	$2,500.00	
.Loss of Rent/Temporary Accommodation		$30,150,000.00	$2,500.00
.Public/Legal Liability	$20,000,000.00	$2,500.00	
.Crime Insurance	$100,000.00	$2,500.00	
.Management Committee Liability	$1,000,000.00	$2,500.00	
.Voluntary Workers	$500,000.00	$0.00	
.Voluntary Workers	$200,000.00	$0.00	
.Professional Expenses	$25,000.00	$1,000.00	

It was resolved that the Owners Corporation manager obtain quotations for insurance cover 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.

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 if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply:

· where damage is caused by an event or action on common property and rectification to common property and/or a lot or lots is required because of that action the Owners Corporation will meet the excess; or

· where damage is caused by an event or action from within a lot and rectification is required to common property and/or a lot or lots the owners corporation will apply the benefit principle pursuant as set out section 24 of the Owners Corporations Act 2006 and require that the lot causing the damage meets that amount and that Owners Corporation may require that the excess is paid either to the Owners Corporation or the Contractor undertaking the works prior to commencement.

10 Other Business

10.3 Other Business

Ramp: Members present sought update on the ramp for disabled access. Building Manager advised a portable ramp was available with the ground floor tenancy(Italian resturant).

Members present sought for the committee to review andcomply with all relevant obligations.

Post Meeting note: Manager advises next action on the matter is pending leasing of the ground floor tenancy. Either the tenant will install the ramp, failing which the Owners Corporation will arrange a installation.

Accor Leasing update: Manager advised meeting of Accor surrendering remainder of the common property leases as they are no longer running the hotel. Manager also advised David Stacey had negotiated a favourable payment in exchange of the surrender of lease. COmmittee was reviewing potential alternative leasing options for the storage cages.

Vote of Thanks: A vote of thanks was given to Stuart Pope for his ongoing management of the address.

Waste Costs: Members discussed and **resolved** for the Committee to review waste collection use and cost by the commercial/retail tenancies.

Auditor: Members suggested for the committee to consider appoiting an alternate audtitor for next year's financial audit.

11 Budget

It was resolved that the proposed annual budget for the period ending ***30/06/2023*** be adopted as below:

- **Administration:** *$203,500.00*
- **Maintenance:** *$34,192.40*

12 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 1/07/2022 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).

13 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.

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.

14 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.

15 Set tentative date for next meeting

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

16 Close of Meeting

It was **resolved** that the meeting closed at **06:52 PM.**

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 25TH 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 25TH 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

OWNERS CORPORATION (No.5) PLAN No.339927 The Common Seal Of

BODY CORPORATE (NO. 3) PLAN NO 339927 THE COMMON SEAL OF

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 25TH 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

OWNERS CORPORATION (No.4) PLAN No.339927 * The Common Seal of

Signature _____

Name MILTON LEVIN.

Address 17 Craddock Ave, Hartly Caulfield 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 14th 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

BODY CORPORATE (NO. 1) PLAN NO. 339927
THE COMMON SEAL OF

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

BODY CORPORATE (NO. 3) PLAN NO. 339927
THE COMMON SEAL OF

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

BODY CORPORATE (No.5) PLAN NO. 339927
THE COMMON SEAL OF

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 13th 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:

BODY CORPORATE (NO. 1) PLAN NO. 339927A
THE COMMON SEAL 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:

BODY CORPORATE (No.2) PLAN No. 339927A
THE COMMON SEAL 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:

BODY CORPORATE (NO. 3) PLAN NO. 339927A
THE COMMON SEAL 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 Corporate 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 matter 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 devise 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.

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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 ledger 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.

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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

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 matter 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 devise 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.

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(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.

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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, Regulation12, 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.

turnbullcook
STRATA MANAGEMENT

308/233 Collins st Melbourne VIC 3000.

Celebrating 50 Years of Service
Phone: (03) 8697 0600
After Hours Emergency (03) 8697 0601

Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076 St. Kilda Road Central VIC 8008
info@turnbullcook.com.au
turnbullcook.com.au
ABN: 79 092 466 987

Request for Copy of Certificate OR Company Disclosure Statement

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 22 (12/07)

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property: 339927A.

Date of Application

Applicant (Your Details)

Name(s)

JEFF LIU
Licensed Conveyancer ▪ Link West Conveyancing 001558L
0490 118 948
JEFF@LINKWESTCONVEYANCING.COM.AU
45 Jupiter Drive Truganina VIC 3029
www.linkwestconveyancing.com.au

Fax number

Your Reference Number (if Applicable)

I am/we are a: (tick applicable box)

☐ A Lot Owner of lot number(s) :

☐ An authorised person (proxy holder) of a Lot Owner to act on their behalf :

☐ Other (please specify) :

Address certificate or disclosure statement is to be issued for:

I/We request a copy of the Owners Corporation Certificate/Company Disclosure Statement for the lot:

Lot number(s): 308

Name on Title (if different to above): ADRIAN CHIEW KUI TAN STEW NGO LAI both

Lot address (if different from above): UNIT 308 LEVEL 3 233 COLLINS STREET MELBOURNE VIC 3000

How to lodge and pay: The fees for a copy of the documents are as follows:

TYPE	PRIORITY	TIMEFRAME	COST				CONDITIONS OF PURCHASE
			SINGLE		EVERY ADDITIONAL[1]	QTY	
OC CERTIFICATE	Standard	10 business days	$168.60	☐	$92.70		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$252.91	☐	$139.05		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$303.45	☐	$166.85		Strictly subject to availability. Phone confirmation must be given prior to request.
COMPANY DISCLOSURE STATEMENT	Standard	10 business days	$260.00	☐	N/A		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$465.00	☐	N/A		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$540.00	☐	N/A		Strictly subject to availability. Phone confirmation must be given prior to request.

NB: All prices are GST inclusive. All prices are correct as at **01.07.2023.** Additional Certificates must be purchased in same transaction for discount.

Turnbull Cook Body Corporate Management Pty Ltd
BSB: 183 334
Account Number: 3037 68766
Reference: Please quote **151** followed by your **OC Number** along with your **Lot number** as your reference eg. 151.0001A1

IMPORTANT INFORMATION FOR SETTLEMENT:
Please utilise the bank details provided within your Owners Corporation Certificate for payment of funds at settlement. Do not make payment to the account you may have used to order your certificate. Funds that are sent to an incorrect account may not be able to be identified leading to delays with settlement funds being allocated to the lot.

Lodge this form by:

In Person : **Level 9, 3 Bowen Street, Melbourne VIC 3004**
Post : **PO Box 6076, St. Kilda Road Central VIC 8008**
Email : **certificate@turnbullcook.com.au**

When lodging request via Fax or Email, proof of payment must be provided with request and office must be in receipt of payment prior to issue of Certificate.

What happens then? Your certificate or disclosure statement will then be issued within your purchased timeframe from the date of receiving your full application and proof of payment, pending receipt of payment by office. All certificates are issued via email unless otherwise requested.
Applications received to the office after midday or on a non-business day, will receive a lodgement date of the following business day.

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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-2
Property Address:	Lot 308 at 233-239 Collins Street - OC 2, MELBOURNE VIC 3000
Current Owner:	Adrian Chiew Kui Tan & Siew Ngo Lai
Postal Address:	13 Kelvin Place CARLTON VIC 3053
Applicant for the certificate is	JEFF LIU
Applicant Reference:	
Date of Issue:	The information in this certificate is issued on 1st December 2023

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
- 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 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 120027**

(a) The current annual fees for the lot total **$437.80** and is payable in **quarterly** instalments (Administration Fund: **$432.80** & Maintenance Fund: **$5.00**).

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 **31 Dec 2023.**

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

Administrative Fund		***Maintenance Fund***	
Amount owing	$0.00	Amount owing	$0.00
Interest owing	$0.00	Interest owing	$0.00
Total amount owing	$0.00	Total amount owing	$0.00

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.

Other Owner Invoices:

- A $75.00 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.

(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: $111,247.00 Paid on: 30/11/2023 Policy start date: 30/11/2023 Next due: 30/11/2024

Cover	*Sum insured*	*Excess*	
.Building - All Claims	$101,505,000.00	$5,000.00	
.Loss of Rent/Temporary Accommodation	$30,150,000.00	$5,000.00	
.Voluntary Workers	$500,000.00	$0.00	Aggregate any one period) The first 7 days of incapacity
.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	(per volunteer) The first 7 days of incapacity
.Professional Expenses	$25,000.00	$5,000.00	
.Building - All Water Damage	Insured	$10,000.00	
.Common Area Contents	$1,005,000.00	$5,000.00	
.Building – Earthquake	Insured	$5,000.00	

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 1st December 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?: 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 9, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: 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: **1st December 2023**

The Common Seal of Owners Corporation Plan No 339927A-2 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-2 by:



Registered Manager Signature

Kunal Parekh

Turnbull Cook Strata Management Pty Ltd
Level 9, 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 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

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Owner Ledger

Start Date: 01/12/2021
End Date: 31/12/2025
Owners: One only

The Owners of OC 2--PS339927A-2 — 233-239 Collins Street - OC 2, MELBOURNE VIC 3000

Lot 308 **Unit 308** **Adrian Chiew Kui Tan & Siew Ngo Lai** — UE / AE: 112.00 / 12,528.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/01/2022	Quarterly	O/C Contributions 01/01/22 to 31/03/22	98.35	98.35	1.15	1.15	0.00	0.00%	Standard	Normal	None
2	01/04/2022	Quarterly	O/C Contributions 01/04/22 to 30/06/22	137.65	137.65	1.55	1.55	0.00	0.00%	Standard	Normal	None
3	01/07/2022	Quarterly	O/C Contributions 01/07/22 to 30/09/22	108.20	108.20	1.25	1.25	0.00	0.00%	Standard	Normal	None
4	01/10/2022	Quarterly	O/C Contributions 01/10/22 to 31/12/22	108.20	108.20	1.25	1.25	0.00	0.00%	Standard	Normal	None
5	01/01/2023	Quarterly	O/C Contributions 01/01/23 to 31/03/23	108.20	108.20	1.25	1.25	0.00	0.00%	Standard	Normal	None
6	01/04/2023	Quarterly	O/C Contributions 01/04/23 to 30/06/23	108.15	108.15	1.25	1.25	0.00	0.00%	Standard	Normal	None
7	01/07/2023	Quarterly	O/C Contributions 01/07/23 to 30/09/23	108.20	108.20	1.25	1.25	0.00	0.00%	Standard	Normal	None
8	01/10/2023	Quarterly	O/C Contributions 01/10/23 to 31/12/23	108.20	108.20	1.25	1.25	0.00	0.00%	Standard	Normal	None
9	01/01/2024	Quarterly	O/C Contributions 01/01/24 to 31/03/24	108.20	0.00	1.25	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 Paid	Admin Fund Interest	Maintenance Fund Paid	Maintenance Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.
04/01/2022	1202	Receipt	Banked		98.35	0.00	1.15	0.00	0.00	99.50		1
01/04/2022	1237	Receipt	Banked		137.65	0.00	1.55	0.00	0.00	139.20		2
01/07/2022	1281	Receipt	Banked		108.20	0.00	1.25	0.00	0.00	109.45		3
03/10/2022	1320	Receipt	Banked		108.20	0.00	1.25	0.00	0.00	109.45		4

Lot 308 Unit 308 Adrian Chiew Kui Tan & Siew Ngo Lai UE / AE: 112.00 / 12,528.00

03/01/2023	1359	Receipt	Banked	108.20	0.00	1.25	0.00	0.00	109.45	5
03/04/2023	1429	Receipt	Banked	108.15	0.00	1.25	0.00	0.00	109.40	6
03/07/2023	1469	Receipt	Banked	108.20	0.00	1.25	0.00	0.00	109.45	7
04/10/2023	1513	Receipt	Banked	108.20	0.00	1.25	0.00	0.00	109.45	8

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Balance Sheet
As at 01/12/2023

The Owners of OC 2--PS339927A-2 | 233-239 Collins Street - OC 2, MELBOURNE VIC 3000

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	900.12
Owners Equity Opening Reserves - Admin	(215.66)
Owners Equity--Admin	10,780.13
	11,464.59
Operating Surplus/Deficit--Sinking	252.63
Owners Equity--Sinking	2,968.36
	3,220.99
Net owners' funds	**$14,685.58**
Represented by:	
Assets	
Cash at Bank	12,746.82
Receivable--Levies	2,044.00
Receivable--Owners	295.00
Total assets	15,085.82
Less liabilities	
Creditor--GST	(65.26)
Prepaid Levies	465.50
Total liabilities	400.24
Net assets	**$14,685.58**

CHUBB®

Certificate of Currency

Insured:	Owners Corporation Strata Plan No: PS 339927
Policy Number:	93214015
Policy Period:	From: 4PM on 30/11/2022 To: 4PM on 30/11/2023
Particulars Of Insurance:	Commercial Strata Insurance as outlined in Chubb Commercial Strata Elite Package (Chubb16-33-1116)
Location:	233 Collins Street, Melbourne VIC 3000
Sum Insured:	
Building & Common property	$101,505,000
Temporary Accommodation and Loss of Rent	$30,150,000
Declared Catastrophe Extension	Not Insured
General Liability	$20,000,000
Crime Insurance	$100,000
Machinery Breakdown	Not Insured
Management Committee Liability	$1,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$25,000
Chubb Proportion:	100%
Date:	23 November 2022

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All the values on this Certificate of Currency are correct as at 23 November 2022 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

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



Chun Hou Lee | **Chubb Insurance Australia Limited**
Strata Underwriter VIC

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turnbull cook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

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, 19 December 2022

COMMENCING AT: 07:19 PM

LOCATION: Virtual Meeting via Zoom

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
1B	1B	Yes	Martell Pty Ltd, Joshua Levin
1D	1D	Yes	Martell Pty Ltd, Joshua Levin
T1	T1	Yes	Martell Pty Ltd, Joshua Levin
T2	T2	Yes	Martell Pty Ltd, Joshua Levin
T3	T3	Yes	Martell Pty Ltd, Joshua Levin
T4	T4	Yes	Martell Pty Ltd, Joshua Levin
T5	T5	Yes	Martell Pty Ltd, Joshua Levin
T6	T6	Yes	Martell Pty Ltd, Joshua Levin
T7	T7	Yes	Martell Pty Ltd, Joshua Levin
16	16	Yes	Martell Pty Ltd, Joshua Levin
17	17	Yes	Martell Pty Ltd, Joshua Levin
18F	18F	Yes	Martell Pty Ltd, Joshua Levin
201	201	Yes	Privopoulos, Elefterios
211	211	Yes	Martell Pty Ltd, Joshua Levin
211A	311A	Yes	Martell Pty Ltd & Jindale Pty Ltd Joshua Levin
212	212	Yes	Bohlin, Synove
315	315	Yes	Reed, Scott

Kunal Parekh representing Turnbull Cook Strata Management Pty Ltd
Scott Pope representing Turnbull Cook Strata Management Pty Ltd

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 ***8/12/2021*** were an accurate record of the proceeding at that meeting.

4 Financial Statements

It was resolved that the financial statements for the period ended ***30/06/2022*** 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)
- Terry 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 22/06/2020. The recommended sum insured was $84,230,000.

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 : $103,235.00 Paid on : 29/11/2021 Start : 30/11/2022 Next due : 30/11/2023

Cover	Sum Insured	Excess	
.Building - All Claims	$101,505,000.00	$2,500.00	
.Building - All Water Damage	Insured	$10,000.00	
.Common Area Contents - All Claims	$1,005,000.00	$2,500.00	
.Loss of Rent/Temporary Accommodation		$3,015,000,000.00	$2,500.00
.Public/Legal Liability	$20,000,000.00	$2,500.00	
.Crime Insurance	$100,000.00	$2,500.00	
.Management Committee Liability	$1,000,000.00	$2,500.00	
.Voluntary Workers	$200,000.00	$0.00	
.Voluntary Workers	$500,000.00	$0.00	
.Professional Expenses	$25,000.00	$1,000.00	

It was resolved that the Owners Corporation manager obtain quotations for insurance cover 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.

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 if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply:

· where damage is caused by an event or action on common property and rectification to common property and/or a lot or lots is required because of that action the Owners Corporation will meet the excess; or

· where damage is caused by an event or action from within a lot and rectification is required to common property and/or a lot or lots the owners corporation will apply the benefit principle pursuant as set out section 24 of the Owners Corporations Act 2006 and require that the lot causing the damage meets that amount and that Owners Corporation may require that the excess is paid either to the Owners Corporation or the Contractor undertaking the works prior to commencement.

10 Other Business

It was **resolved** that there was no other business.

11 Budget

It was resolved that the proposed annual budget for the period ending ***30/06/2023*** be adopted as below:

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

12 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 1/07/2022 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).

13 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.

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.

14 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.

15 Set tentative date for next meeting

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

16 Close of Meeting

It was **resolved** that the meeting closed at **07:22 PM.**

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 25TH 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 25TH 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

OWNERS CORPORATION (No.5) PLAN No.339927 The Common Seal Of

BODY CORPORATE (NO. 3) PLAN NO 339927 THE COMMON SEAL OF

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 25TH 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

OWNERS CORPORATION (No.4) PLAN No.339927 * The Common Seal of

Signature _____

Name MILTON LEVIN.

Address 17 Craddock Ave, Hartly Caulfield 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 14th 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

BODY CORPORATE (NO. 1) PLAN NO. 339927
THE COMMON SEAL OF

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

BODY CORPORATE (NO. 3) PLAN NO. 339927
THE COMMON SEAL OF

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

BODY CORPORATE (No.5) PLAN NO. 339927
THE COMMON SEAL OF

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 13th 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:

BODY CORPORATE (NO. 1) PLAN NO. 339927A
THE COMMON SEAL 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:

BODY CORPORATE (No.2) PLAN No. 339927A
THE COMMON SEAL 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:

BODY CORPORATE (NO. 3) PLAN NO. 339927A
THE COMMON SEAL 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 Corporate 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 matter 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 devise 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 ledger 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.

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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

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 matter 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.

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(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 devise 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

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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.

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(c) Use any balcony as a place of storage.

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(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 ledger or other light part of the common property.

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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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(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

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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, Regulation12, 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.

turnbullcook
STRATA MANAGEMENT

308/233 Collins st Melbourne VIC 3000.

Celebrating 50 Years of Service
Phone: (03) 8697 0600
After Hours Emergency (03) 8697 0601

Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076 St. Kilda Road Central VIC 8008
info@turnbullcook.com.au
turnbullcook.com.au
ABN: 79 092 466 987

Request for Copy of Certificate OR Company Disclosure Statement

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 22 (12/07)

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property: 339927A.

Date of Application

Applicant (Your Details)

Name(s)

JEFF LIU
Licensed Conveyancer ▪ Link West Conveyancing 001558L
0490 118 948
JEFF@LINKWESTCONVEYANCING.COM.AU
45 Jupiter Drive Truganina VIC 3029
www.linkwestconveyancing.com.au

Fax number

Your Reference Number (if Applicable)

I am/we are a: (tick applicable box)

☐ A Lot Owner of lot number(s) :

☐ An authorised person (proxy holder) of a Lot Owner to act on their behalf :

☐ Other (please specify) :

Address certificate or disclosure statement is to be issued for:

I/We request a copy of the Owners Corporation Certificate/Company Disclosure Statement for the lot:

Lot number(s): 308

Name on Title (if different to above): ADRIAN CHIEW KUI TAN STEW NGO LAI both

Lot address (if different from above): UNIT 308 LEVEL 3 233 COLLINS STREET MELBOURNE VIC 3000

How to lodge and pay: The fees for a copy of the documents are as follows:

TYPE	PRIORITY	TIMEFRAME	COST				CONDITIONS OF PURCHASE
			SINGLE		EVERY ADDITIONAL[1]	QTY	
OC CERTIFICATE	Standard	10 business days	$168.60	☐	$92.70		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$252.91	☐	$139.05		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$303.45	☐	$166.85		Strictly subject to availability. Phone confirmation must be given prior to request.
COMPANY DISCLOSURE STATEMENT	Standard	10 business days	$260.00	☐	N/A		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$465.00	☐	N/A		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$540.00	☐	N/A		Strictly subject to availability. Phone confirmation must be given prior to request.

NB: All prices are GST inclusive. All prices are correct as at **01.07.2023.** Additional Certificates must be purchased in same transaction for discount.

Turnbull Cook Body Corporate Management Pty Ltd
BSB: 183 334
Account Number: 3037 68766
Reference: Please quote **151** followed by your **OC Number** along with your **Lot number** as your reference eg. 151.0001A1

IMPORTANT INFORMATION FOR SETTLEMENT:
Please utilise the bank details provided within your Owners Corporation Certificate for payment of funds at settlement. Do not make payment to the account you may have used to order your certificate. Funds that are sent to an incorrect account may not be able to be identified leading to delays with settlement funds being allocated to the lot.

Lodge this form by:

In Person : **Level 9, 3 Bowen Street, Melbourne VIC 3004**
Post : **PO Box 6076, St. Kilda Road Central VIC 8008**
Email : **certificate@turnbullcook.com.au**

When lodging request via Fax or Email, proof of payment must be provided with request and office must be in receipt of payment prior to issue of Certificate.

What happens then? Your certificate or disclosure statement will then be issued within your purchased timeframe from the date of receiving your full application and proof of payment, pending receipt of payment by office. All certificates are issued via email unless otherwise requested.
Applications received to the office after midday or on a non-business day, will receive a lodgement date of the following business day.

turnbull cook

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 308 at 233-239 Collins Street - OC 6, MELBOURNE VIC 3000
Current Owner:	Adrian Chiew Kui Tan & Siew Ngo Lai
Postal Address:	13 Kelvin Place CARLTON VIC 3053
Applicant for the certificate is	JEFF LIU
Applicant Reference:	
Date of Issue:	The information in this certificate is issued on 1st December 2023

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
- 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 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 122683**

(a) The current annual fees for the lot total **$2,337.60** and is payable in **quarterly** instalments (Administration Fund: **$2,337.60** & 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 **31 Dec 2023.**

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

Administrative Fund		***Maintenance Fund***	
Amount owing	$0.00	Amount owing	$0.00
Interest owing	$0.00	Interest owing	$0.00
Total amount owing	$0.00	Total amount owing	$0.00

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.

Other Owner Invoices:

- A $75.00 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.

(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: $111,247.00 Paid on: 30/11/2023 Policy start date: 30/11/2023 Next due: 30/11/2024

Cover	*Sum insured*	*Excess*	
.Building - All Claims	$101,505,000.00	$5,000.00	
.Loss of Rent/Temporary Accommodation	$30,150,000.00	$5,000.00	
.Voluntary Workers	$500,000.00	$0.00	Aggregate any one period) The first 7 days of incapacity
.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	(per volunteer) The first 7 days of incapacity
.Professional Expenses	$25,000.00	$5,000.00	
.Building - All Water Damage	Insured	$10,000.00	
.Common Area Contents	$1,005,000.00	$5,000.00	
.Building – Earthquake	Insured	$5,000.00	

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?:

Lot Liabilities & Entitlements: Ballot to amend Lot liabilities and entitlements for the Owners Corporation has failed. Potential escalation to VCAT for resolution. A special levy maybe required to defray costs associated with the process.

(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

- License agreement over eleventh floor duct room (OC3)
- Licence over ground floor storage area (OC1)
- A full copy of the agreement, plan and layout is available upon request.

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:
I. Affix to the facade of the building (being that part of Common Property No. 1 to which the Qantas
II. 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);
III. 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:
IV. 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%.
V. 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:
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)

D) 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

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 9, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: 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: **1st December 2023**

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 9, 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 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

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Owner Ledger

Start Date: 01/12/2021
End Date: 31/12/2025
Owners: One only

The Owners of OC 6--PS339927A-6 — 233-239 Collins Street - OC 6, MELBOURNE VIC 3000

Lot 308 **Unit 308** **Adrian Chiew Kui Tan & Siew Ngo Lai** — UE / AE: 10.00 / 320.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/01/2022	Quarterly	O/C Contributions 01/01/22 to 31/03/22	672.70	672.70	62.50	62.50	0.00	0.00%	Standard	Normal	None
2	01/04/2022	Quarterly	Cancelled: O/C Contributions 01/04/22 to 30/06/22	941.60	0.00	87.50	0.00	0.00	0.00%	Standard	Cancelled	None
3	01/04/2022	Quarterly	O/C Contributions 01/04/22 to 30/06/22	672.70	672.70	62.50	62.50	0.00	0.00%	Standard	Normal	None
4	01/07/2022	Quarterly	Cancelled: O/C Contributions 01/07/22 to 30/09/22	739.95	0.00	68.75	0.00	0.00	0.00%	Standard	Cancelled	None
5	01/07/2022	Quarterly	O/C Contributions 01/07/22 to 30/09/22	672.70	672.70	62.50	62.50	0.00	0.00%	Standard	Normal	None
6	01/10/2022	Quarterly	O/C Contributions 01/10/22 to 31/12/22	672.70	672.70	62.50	62.50	0.00	0.00%	Standard	Normal	None
7	01/01/2023	Quarterly	O/C Contributions 01/01/23 to 31/03/23	672.70	672.70	62.50	62.50	0.00	0.00%	Standard	Normal	None
8	01/04/2023	Quarterly	O/C Contributions 01/04/23 to 30/06/23	941.60	941.60	87.50	87.50	0.00	0.00%	Standard	Normal	None
9	01/07/2023	Quarterly	O/C Contributions 01/07/23 to 30/09/23	739.95	739.95	68.75	68.75	0.00	0.00%	Standard	Normal	None
10	01/10/2023	Quarterly	O/C Contributions 01/10/23 to 31/12/23	739.95	739.95	68.75	68.75	0.00	0.00%	Standard	Normal	None
11	01/01/2024	Quarterly	O/C Contributions 01/01/24 to 31/03/24	739.95	0.00	68.75	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 Paid	Admin Fund Interest	Maintenance Fund Paid	Maintenance Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.
04/01/2022	905	Receipt	Banked		672.70	0.00	62.50	0.00	0.00	735.20		1

Lot 308 Unit 308 Adrian Chiew Kui Tan & Siew Ngo Lai UE / AE: 10.00 / 320.00

01/04/2022	937	Receipt	Banked	941.62	0.00	87.48	0.00	0.00	1,029.10	3, 5
01/07/2022	970	Receipt	Banked	403.78	0.00	37.52	0.00	0.00	441.30	5
03/10/2022	998	Receipt	Banked	672.70	0.00	62.50	0.00	0.00	735.20	6
03/01/2023	1030	Receipt	Banked	672.70	0.00	62.50	0.00	0.00	735.20	7
03/04/2023	1063	Receipt	Banked	941.60	0.00	87.50	0.00	0.00	1,029.10	8
03/07/2023	1096	Receipt	Banked	739.95	0.00	68.75	0.00	0.00	808.70	9
04/10/2023	1133	Receipt	Banked	739.95	0.00	68.75	0.00	0.00	808.70	10

Turnbull Cook
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Balance Sheet
As at 01/12/2023

The Owners of OC 6--PS339927A-6 | 233-239 Collins Street - OC 6, MELBOURNE VIC 3000

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	11,985.51
Owners Equity Opening Reserves - Admin	4,884.88
Owners Equity--Admin	56,444.15
	73,314.54
Operating Surplus/Deficit--Sinking	4,025.95
Owners Equity--Sinking	38,217.48
	42,243.43
Net owners' funds	**$115,557.97**
Represented by:	
Assets	
Cash at Bank	110,649.54
Receivable--Levies	8,281.83
Total assets	118,931.37
Less liabilities	
Creditor--GST	(113.86)
Prepaid Levies	3,487.26
Total liabilities	3,373.40
Net assets	**$115,557.97**

CHUBB®

Certificate of Currency

Insured:	Owners Corporation Strata Plan No: PS 339927
Policy Number:	93214015
Policy Period:	From: 4PM on 30/11/2022 To: 4PM on 30/11/2023
Particulars Of Insurance:	Commercial Strata Insurance as outlined in Chubb Commercial Strata Elite Package (Chubb16-33-1116)
Location:	233 Collins Street, Melbourne VIC 3000
Sum Insured:	
Building & Common property	$101,505,000
Temporary Accommodation and Loss of Rent	$30,150,000
Declared Catastrophe Extension	Not Insured
General Liability	$20,000,000
Crime Insurance	$100,000
Machinery Breakdown	Not Insured
Management Committee Liability	$1,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$25,000
Chubb Proportion:	100%
Date:	23 November 2022

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All the values on this Certificate of Currency are correct as at 23 November 2022 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

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



Chun Hou Lee | **Chubb Insurance Australia Limited**
Strata Underwriter VIC

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turnbull cook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
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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, 19 December 2022

COMMENCING AT: 07:06 PM

LOCATION: Virtual Meeting via Zoom

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
201	201	Yes	Privopoulos, Elefterios
211	211	Yes	Martell Pty Ltd, Joshua Levin
211A	311A	Yes	Martell Pty Ltd, Joshua Levin
212	212	Yes	Bohlin, Synove
311	311	Yes	Martell Pty Ltd & Jindale Pty Ltd Joshua Levin
315	315	Yes	Reed, Scott

Kunal Parekh representing Turnbull Cook Strata Management Pty Ltd
Stuart Pope representing Turnbull Cook Strata Management Pty Ltd

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 ***8/12/2021*** were an accurate record of the proceeding at that meeting.

4 Financial Statements

It was resolved that the financial statements for the period ended ***30/06/2022*** 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:

- Terry Privpoulos (Lot 201) - Chairperson
- Milton Levin (Lot 211)
- Joshua Levin (Lot 311)
- 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 22/06/2020. The recommended sum insured was $84,230,000.

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 : $103,235.00 Paid on : 29/11/2021 Start : 30/11/2022 Next due : 30/11/2023

Cover	Sum Insured	Excess
.Building - All Claims	$101,505,000.00	$2,500.00
.Building - All Water Damage	Insured	$10,000.00
.Common Area Contents - All Claims	$1,005,000.00	$2,500.00
.Loss of Teeth Benefit	$30,150,000.00	$2,500.00
.Public/Legal Liability	$20,000,000.00	$2,500.00
.Crime Insurance	$100,000.00	$2,500.00
.Management Committee Liability	$1,000,000.00	$2,500.00
.Voluntary Workers	$200,000.00	$2,500.00
.Voluntary Workers	$500,000.00	$0.00
.Professional Expenses	$25,000.00	$1,000.00

It was resolved that the Owners Corporation manager obtain quotations for insurance cover 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.

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 if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply:

· where damage is caused by an event or action on common property and rectification to common property and/or a lot or lots is required because of that action the Owners Corporation will meet the excess; or

· where damage is caused by an event or action from within a lot and rectification is required to common property and/or a lot or lots the owners corporation will apply the benefit principle pursuant as set out section 24 of the Owners Corporations Act 2006 and require that the lot causing the damage meets that amount and that Owners Corporation may require that the excess is paid either to the Owners Corporation or the Contractor undertaking the works prior to commencement.

10 Other Business

10.3 Other Business

Amendement of Lot entitlement and Liablities - Joshua Levin provided meeting with background and rationale for the proposed amendement of Lot entitlement and liablities including OC#6 Lot entitlements/liablities were not matching with OC #1.

Manager was instructed to conduct another postal ballot to prevent legal action and associated costs for the Owners Corporation.

11 Budget

It was resolved that the proposed annual budget for the period ending ***30/06/2023*** be adopted as below:

- **Administration:** *$94,710.00*
- **Maintenance:** *$8,800.00*

12 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 1/07/2022 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).

13 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.

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.

14 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.

15 Set tentative date for next meeting

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

16 Close of Meeting

It was **resolved** that the meeting closed at **07:19 PM.**

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 25TH 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 25TH 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

OWNERS CORPORATION (No.5) PLAN No.339927 The Common Seal Of

BODY CORPORATE (NO. 3) PLAN NO 339927 THE COMMON SEAL OF

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 25TH 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

OWNERS CORPORATION (No.4) PLAN No.339927 * The Common Seal of

Signature _____

Name MILTON LEVIN.

Address 17 Craddock Ave, Hartly Caulfield 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 14th 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

BODY CORPORATE (NO. 1) PLAN NO. 339927
THE COMMON SEAL OF

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

BODY CORPORATE (NO. 3) PLAN NO. 339927
THE COMMON SEAL OF

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

BODY CORPORATE (No.5) PLAN NO. 339927
THE COMMON SEAL OF

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 13th 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:

BODY CORPORATE (NO. 1) PLAN NO. 339927A
THE COMMON SEAL 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:

BODY CORPORATE (No.2) PLAN No. 339927A
THE COMMON SEAL 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:

BODY CORPORATE (NO. 3) PLAN NO. 339927A
THE COMMON SEAL 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

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Owners Corporation Notification Of Making, Amendment or Revocation of Rules

Section 142 Owners Corporation Act 2006

AK924398F
25/02/2014 $56.50 OCAR
Victorian Land Registry.

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

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25/02/2014 $56.50 OCAR

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.

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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 that 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.

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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.

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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

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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

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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.

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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



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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:

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(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

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(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;

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(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 barbeques 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;

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(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.

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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

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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 - 4 - 2014

.....

Milton Levin

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Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation12, 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.

turnbullcook
STRATA MANAGEMENT

308/233 Collins st Melbourne VIC 3000.

Celebrating 50 Years of Service
Phone: (03) 8697 0600
After Hours Emergency (03) 8697 0601

Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076 St. Kilda Road Central VIC 8008
info@turnbullcook.com.au
turnbullcook.com.au
ABN: 79 092 466 987

Request for Copy of Certificate OR Company Disclosure Statement

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 22 (12/07)

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property: 339927A.

Date of Application

Applicant (Your Details)

Name(s)

JEFF LIU
Licensed Conveyancer ▪ Link West Conveyancing 001558L
0490 118 948
JEFF@LINKWESTCONVEYANCING.COM.AU
45 Jupiter Drive Truganina VIC 3029
www.linkwestconveyancing.com.au

Fax number

Your Reference Number (if Applicable)

I am/we are a: (tick applicable box)

☐ A Lot Owner of lot number(s) :

☐ An authorised person (proxy holder) of a Lot Owner to act on their behalf :

☐ Other (please specify) :

Address certificate or disclosure statement is to be issued for:

I/We request a copy of the Owners Corporation Certificate/Company Disclosure Statement for the lot:

Lot number(s): 308

Name on Title (if different to above): ADRIAN CHIEW KUI TAN STEW NGO LAI both

Lot address (if different from above): UNIT 308 LEVEL 3 233 COLLINS STREET MELBOURNE VIC 3000

How to lodge and pay: The fees for a copy of the documents are as follows:

TYPE	PRIORITY	TIMEFRAME	COST				CONDITIONS OF PURCHASE
			SINGLE		EVERY ADDITIONAL[1]	QTY	
OC CERTIFICATE	Standard	10 business days	$168.60	☐	$92.70		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$252.91	☐	$139.05		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$303.45	☐	$166.85		Strictly subject to availability. Phone confirmation must be given prior to request.
COMPANY DISCLOSURE STATEMENT	Standard	10 business days	$260.00	☐	N/A		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$465.00	☐	N/A		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$540.00	☐	N/A		Strictly subject to availability. Phone confirmation must be given prior to request.

NB: All prices are GST inclusive. All prices are correct as at **01.07.2023.** Additional Certificates must be purchased in same transaction for discount.

Turnbull Cook Body Corporate Management Pty Ltd
BSB: 183 334
Account Number: 3037 68766
Reference: Please quote **151** followed by your **OC Number** along with your **Lot number** as your reference eg. 151.0001A1

IMPORTANT INFORMATION FOR SETTLEMENT:
Please utilise the bank details provided within your Owners Corporation Certificate for payment of funds at settlement. Do not make payment to the account you may have used to order your certificate. Funds that are sent to an incorrect account may not be able to be identified leading to delays with settlement funds being allocated to the lot.

Lodge this form by:

In Person : **Level 9, 3 Bowen Street, Melbourne VIC 3004**
Post : **PO Box 6076, St. Kilda Road Central VIC 8008**
Email : **certificate@turnbullcook.com.au**

When lodging request via Fax or Email, proof of payment must be provided with request and office must be in receipt of payment prior to issue of Certificate.

What happens then? Your certificate or disclosure statement will then be issued within your purchased timeframe from the date of receiving your full application and proof of payment, pending receipt of payment by office. All certificates are issued via email unless otherwise requested.
Applications received to the office after midday or on a non-business day, will receive a lodgement date of the following business day.