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

Contract of Sale of Real Estate

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

Property address **Unit 805, Level 8, 182 Collins Street, Melbourne VIC 3000**

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

The terms of this contract are contained in the -
- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../ ..... /2022

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

.....

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR: .....

..... on ...../ ..... /2022

Print name(s) of person(s) signing: **PAUL JOHN HENRY JONES AND AKRIVOULA JONES**

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

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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.

Particulars of sale

Vendor's estate agent

Name: Xynergy Realty.....

Address: 25 Malcolm Street, South Yarra VIC 3141.....

Email: lisa.s@xynergy.com.au .....

Tel: 1300 884 168.....Mob: 0450 540 168 .....Fax: ..... Ref: .....

Vendor

PAUL JOHN HENRY JONES AND AKRIVOULA JONES

Vendor's legal practitioner or conveyancer

Wonders Legal
Suite 301, 434 St Kilda Road, Melbourne VIC 3004

Email: cyndi@wonderslegal.com.au
Tel: 03 9867 3111 Mob: Fax: 03 8080 3277 Ref: CC:WL:19:2044

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: ……..

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 10415	Folio 183	805	PS406680M

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 805, Level 8, 182 Collins Street, Melbourne VIC 3000**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule): as inspected

Payment (general condition 11)

Price $

Deposit $ by (of which $ has been paid)

Balance $ payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

If the margin scheme will be used to calculate GST then add the words **'margin scheme'** in this box

Settlement (general condition 10)

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
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

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

Subject to Lease

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

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further 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 11 is replaced with the following:

11. PAYMENT

11.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 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.

11.5 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.

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

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

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

11.9 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.

11.10 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

General condition 12.4 is added:

12.4 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 13.3 is replaced with the following:

13.3 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 13.1(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

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

15A.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.

15A.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.

15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *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.

15A.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.

15A.5 The purchaser must:
(a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.

15A.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 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.

15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15A.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.

15A.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.

15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

15B.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.

15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.3 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.

15B.4 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.

15B.5 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.

15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

15B.7 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 settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration* Act 1953 (Cth) at least 14 days before the due date for settlement.

15B.9 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 of 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.

15B.10 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.

15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or

(b) the purchaser's 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.

15B.12 This general condition will not merge on settlement.

☒ Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

17.1 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.

17.2 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, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.

17.3 A document is sufficiently served:

(a) personally, or
(b) by pre-paid post, or
(c) in a manner authorised 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.

17.4 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*.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

21.1 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.

21.2 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.

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

☒ Special condition 8 – Electronic conveyancing

8.1 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.

8.2 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.

8.3 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*.

8.4 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.

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

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☐ Special condition 9 – Deposit bond

9.1 In this special condition:
(a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
(b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 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.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 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 30 days before the deposit bond expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 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 special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

☐ Special condition 10 – Bank guarantee

10.1 In this special 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 under this contract agreed in writing, and
(b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 *(Cth)*.

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

10.3 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 30 days before the bank guarantee expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

10.4 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 special condition 10.3

10.5 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 special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

☐ Special condition 11 – Building report

11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
(a) obtains a written report from a registered building practitioner 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 in then in default.

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

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

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

☐ Special condition 12 – Pest report

12.1 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;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not in then in default.

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

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

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

☒ Special condition 13 – Nomination

General condition 18 is deleted and replaced by the following:

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

b. If the Purchaser nominates, such nomination can only occur if:

i. The Purchaser is not in default pursuant to this Contract; and

ii. Notice is given prior to 14 business days prior to the settlement date; and

iii. If the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and

iv. If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents.

c. The costs of such nomination are fixed at $250.00 plus GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the vendor's legal practitioner upon nomination by the Purchaser.

☒ Special condition 14 – Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

☒ Special condition 15 – Warranties and Exclusions

It is hereby agreed that there are no conditions, warranties or other terms affecting the contract other than those embodied in the contract and the purchaser shall not be entitled to rely upon any representations made by the vendor or the vendor's agents except such as are made written conditions of the contract**.**

☒ Special condition 16 – Acknowledgments

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent:

(a) A copy of this Contract of Sale in compliance with Section 53 of the *Estate Agents Act;* and
(b) A statement pursuant to Section 32 of the *Sale of Land Act 1962.*

☒ Special condition 17 – Building and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-laws otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objections or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statues and/or any 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 and shall not be deemed constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation. The purchaser acknowledges that he has inspected the chattels, fitting and appliances forming part this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

☒ Special condition 18 – Restriction

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

☒ Special condition 19 – Purchaser Resident of Australia

The purchaser warrants that he/she is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒ Special condition 20 - Breach and Default- Expenses, Legal Costs and Interest –

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will, in addition to interest chargeable on the balance of purchase monies outstanding under the Contract, pay to the Vendor the following sums:

(a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
(b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.
(c) Accommodation expenses necessarily incurred by the Vendor.
(d) Storage cost of the Vendor's furniture and other possessions.
(e) Legal costs and expenses as between Solicitor and Client.
(f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
(g) All commissions, fees and advertising expenses payable to the Vendor's Real Estate Agent.

☒ Special condition 21 – Re-scheduling of Settlement

If Settlement is postponed or re-scheduled from the original due date stated in the Contract for any reasons other than for the Vendor's default, the Purchaser must reimburse the Vendor (at and as a condition of Settlement) its reasonable administration costs resulting therefrom fixed at $220 (incl GST) (by way of an additional bank cheque at settlement) for each such postponement and rescheduling, in addition to all other monies due under this Contract and without affecting the Vendor's other rights in respect of the default.

☐ Special condition 22 – Auction Conditions

The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

☒ Special condition 23 – Amendments to General Conditions

a) G.C 8, 24.4 to 24.6 (inclusive) are excluded from this Contract.
b) G.C 28.4(a) is amended by substituting "of" in lieu of "up to 10%" as referred to therein.

☒ Special condition 24 – The purchaser agrees that

24.1 Prior to signing this contract the purchaser inspected and established the state and condition of the property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering or Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;

24.2 Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the property on the Dale of sale; the purchaser shall be wholly responsible for the cost of reconnection of any service to the property and no claim shall be made against the vendor in relation thereto.

☒ Special condition 25 – Chattels

25.1 the vendor does not give any warranty with respect to the chattels and the physical property sold under this contract nor with respect to any appliances, including but not limited to any hot water services or stove, and any implied warranty as to the working condition or state thereof as at the day of sale or the settlement date is hereby negated.

25.2 the vendor is not required and is hereby relieved of any obligation, express or implied, to ensure that any chattel sold pursuant to this contract or any appliance, including but not limited to any hot water service or stove, is in the same state and condition on the settlement date as it was on the day of sale. The purchaser agrees and acknowledges that in relation to any appliance, including but not limited to any hot water service or stove, that ceases to operate or function between the day of sale and the settlement date such deterioration or change in the state and condition thereof shall be deemed to be wholly attributable to fair and normal wear and tear.

25.3 The purchaser will not have any recourse in applying for compensation in this regard post settlement.

General Conditions

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

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

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

(b) any reservations in the crown grant; and

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

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

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

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

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

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

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

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

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

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

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

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

7.4 The vendor must ensure that at or before settlement, the purchaser receives –

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

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

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

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that -

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

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

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

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -

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

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

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -

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

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

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

11.2 If the land is sold 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 conveyance on trust for the purchaser until registration of the plan of subdivision.

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

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

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

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

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

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

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

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

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

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

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

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

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

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

(b) 'GST' includes penalties and interest.

14. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

15. ADJUSTMENTS

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

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

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

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

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

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

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

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

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

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

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 805, Level 8, 182 Collins Street, Melbourne VIC 3000

Vendor's name	Paul John Henry Jones	**Date** / /
Vendor's signature		

Vendor's name	Akrivoula Jones	**Date** / /
Vendor's signature		

Purchaser's name		**Date** / /
Purchaser's signature		

Purchaser's name		**Date** / /
Purchaser's signature		

FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	

Other particulars (including dates and times of payments):

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 documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Are as follows:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

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.

Are contained in the attached certificate.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

- Due Diligence Checklist;
- Register Search Statement (Title) Volume 10415 Folio 183; Copy of Plan PS406680M;
- Department of Environment, Land, Water & Planning: Planning Certificate;
- Department of Environment, Land, Water & Planning: Planning Property Report;
- Department of Environment, Land, Water & Planning: Designated Bushfire Prone Area;
- Department of Environment, Land, Water & Planning: Roads Property Certificate;
- City of Melbourne – Building Regulations 51(1) Certificate;
- City of Melbourne – Land Information Certificate;
- City West Water - Invoice;
- State Revenue Office: Land Tax Clearance Certificate;
- Network Pacific Strata Management Pty Ltd: Owners Corporation Certificates;
- Deed of Renewal and Variation of Lease.

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.

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 10415 FOLIO 183 Security no : 124094453369X
Produced 16/12/2021 04:51 AM

LAND DESCRIPTION

Lot 805 on Plan of Subdivision 406680M.
PARENT TITLE Volume 10335 Folio 198
Created by instrument PS406680M Stage 4

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PAUL JOHN HENRY JONES
AKRIVOULA JONES both of HOLME GATE, BRAEPORT DUNBLANE FK15 OAT SCOTLAND UK
AB895859E 22/02/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD734789J 07/07/2005
WESTPAC BANKING CORPORATION

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 PS406680M 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS406680M
OWNERS CORPORATION 2 PLAN NO. PS406680M

DOCUMENT END

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 16 December 2021 05:19 AM

PROPERTY DETAILS

Address:	**805/182 COLLINS STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 805 PS406680**
Standard Parcel Identifier (SPI):	**805\PS406680**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**546531**
Planning Scheme:	**Melbourne** Planning Scheme - Melbourne
Directory Reference:	**Melway 2F G4**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**City West Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

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

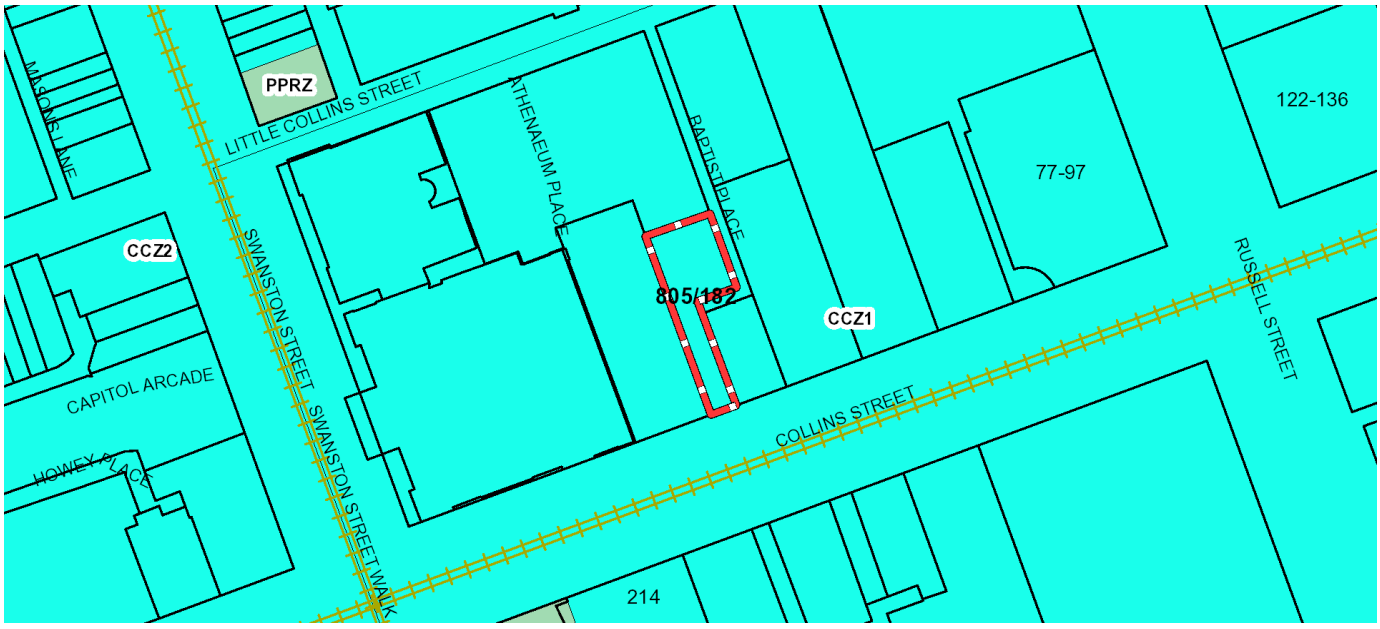
OTHER

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

View location in VicPlan

Planning Zones

CAPITAL CITY ZONE (CCZ)
CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)



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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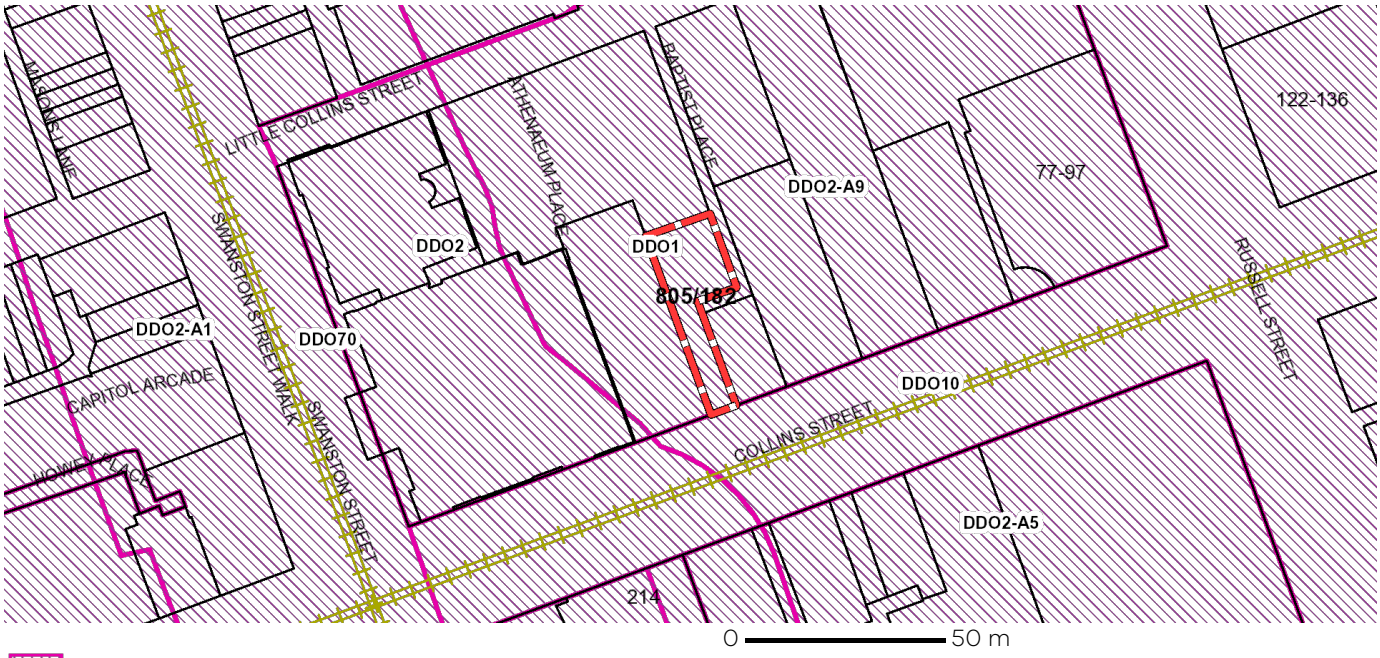
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

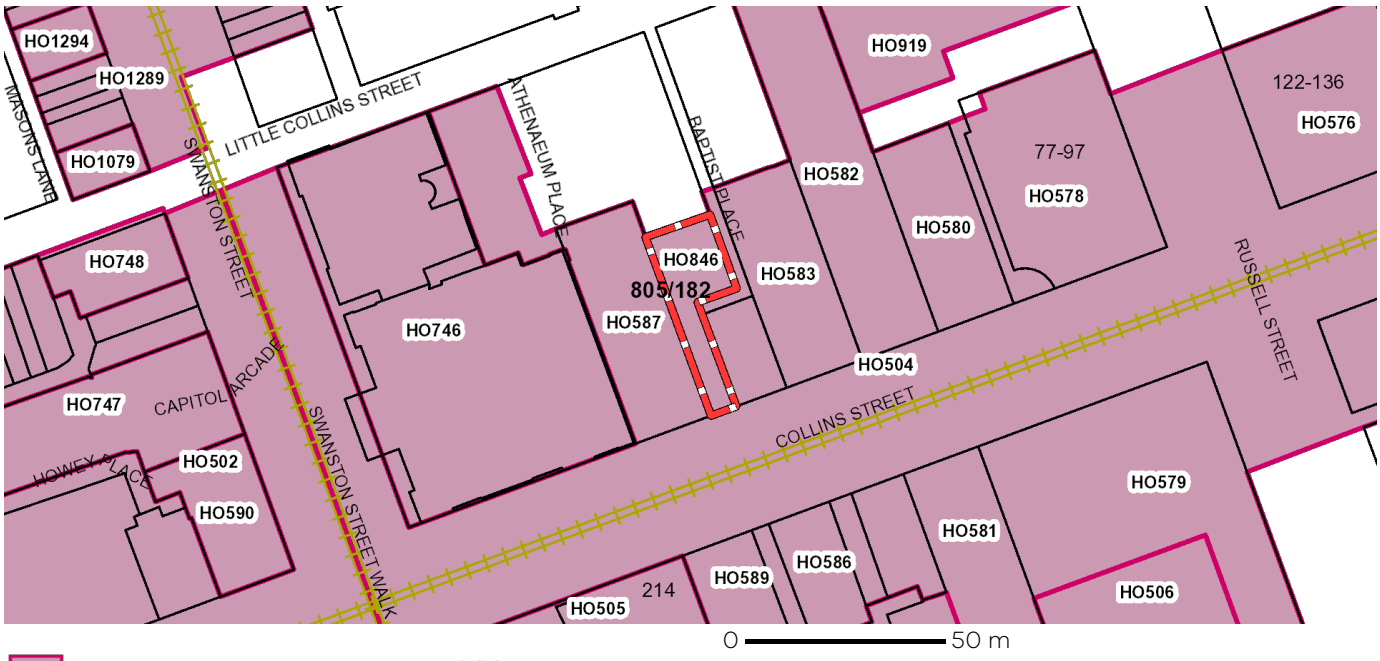
DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (HC-9) (DDO2-A9)



DDO - Design and Development
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 (HO504)
HERITAGE OVERLAY - SCHEDULE (HO846)



HO - Heritage
Tram line

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

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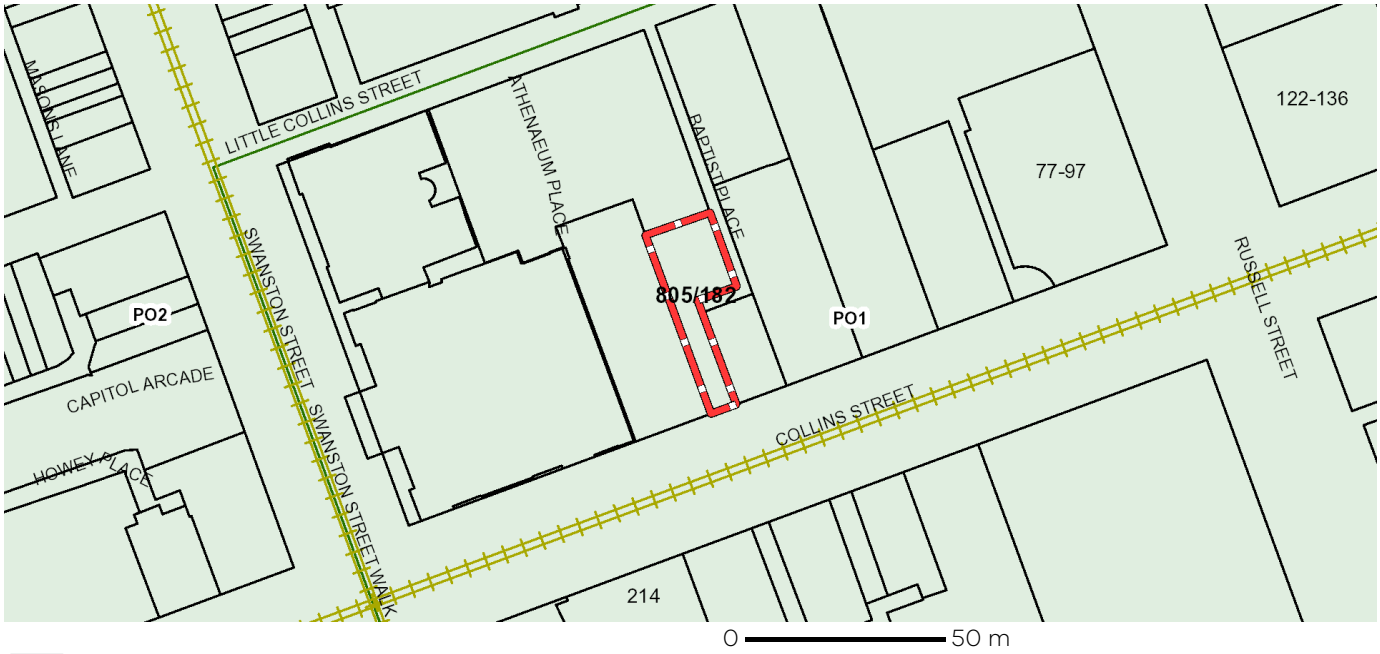
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PLANNING PROPERTY REPORT

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



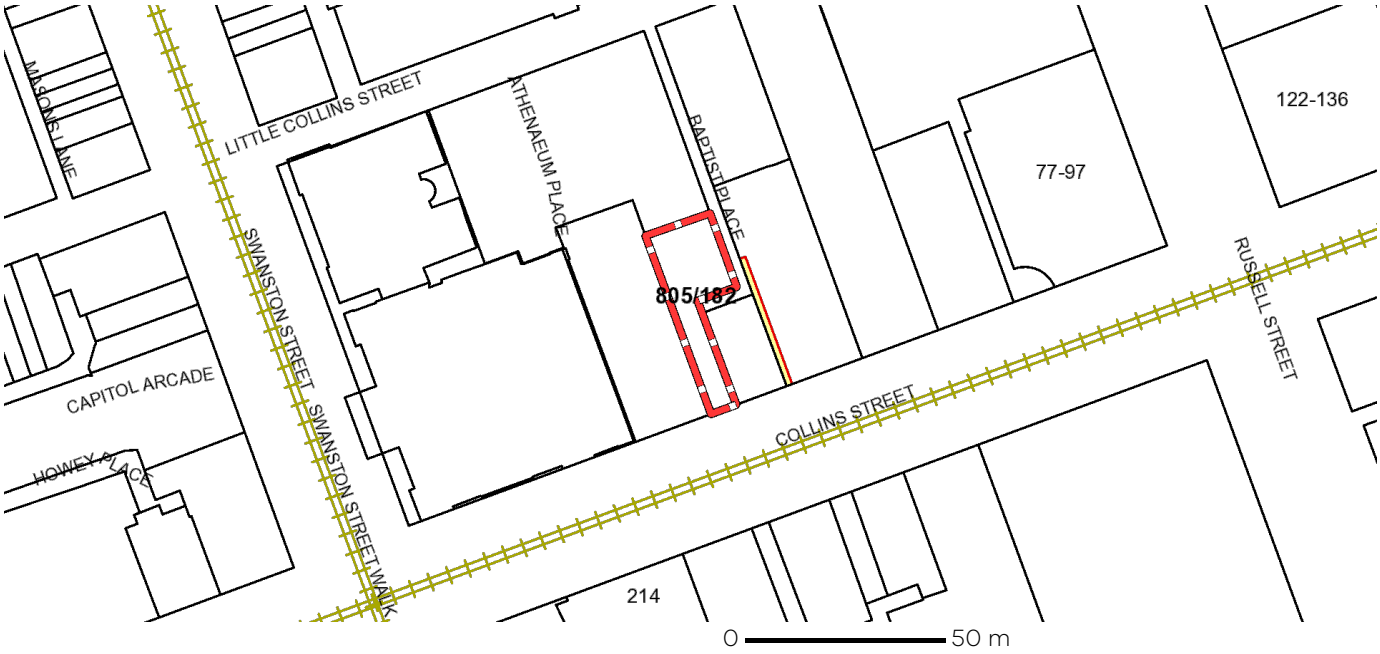
PO - Parking **Tram line**

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

PUBLIC ACQUISITION OVERLAY (PAO)



PAO - Public Acquisition **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

Further Planning Information

Planning scheme data last updated on 9 December 2021.

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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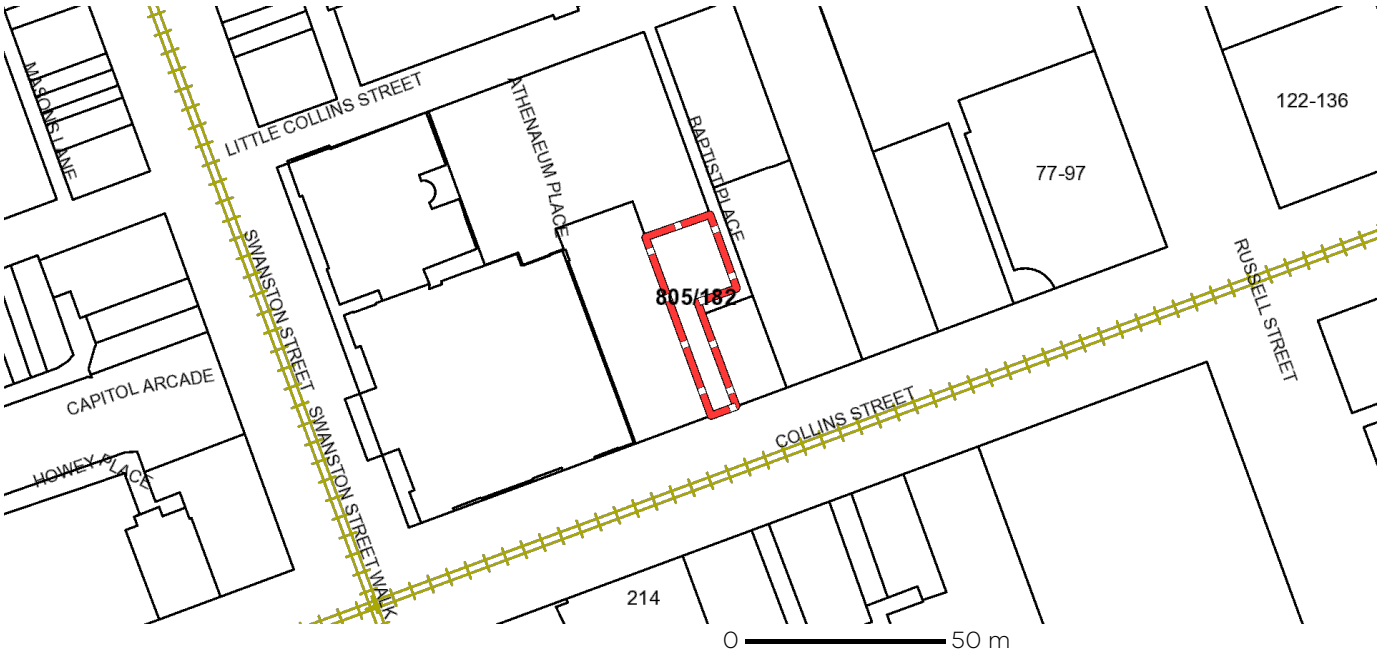
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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 his 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)

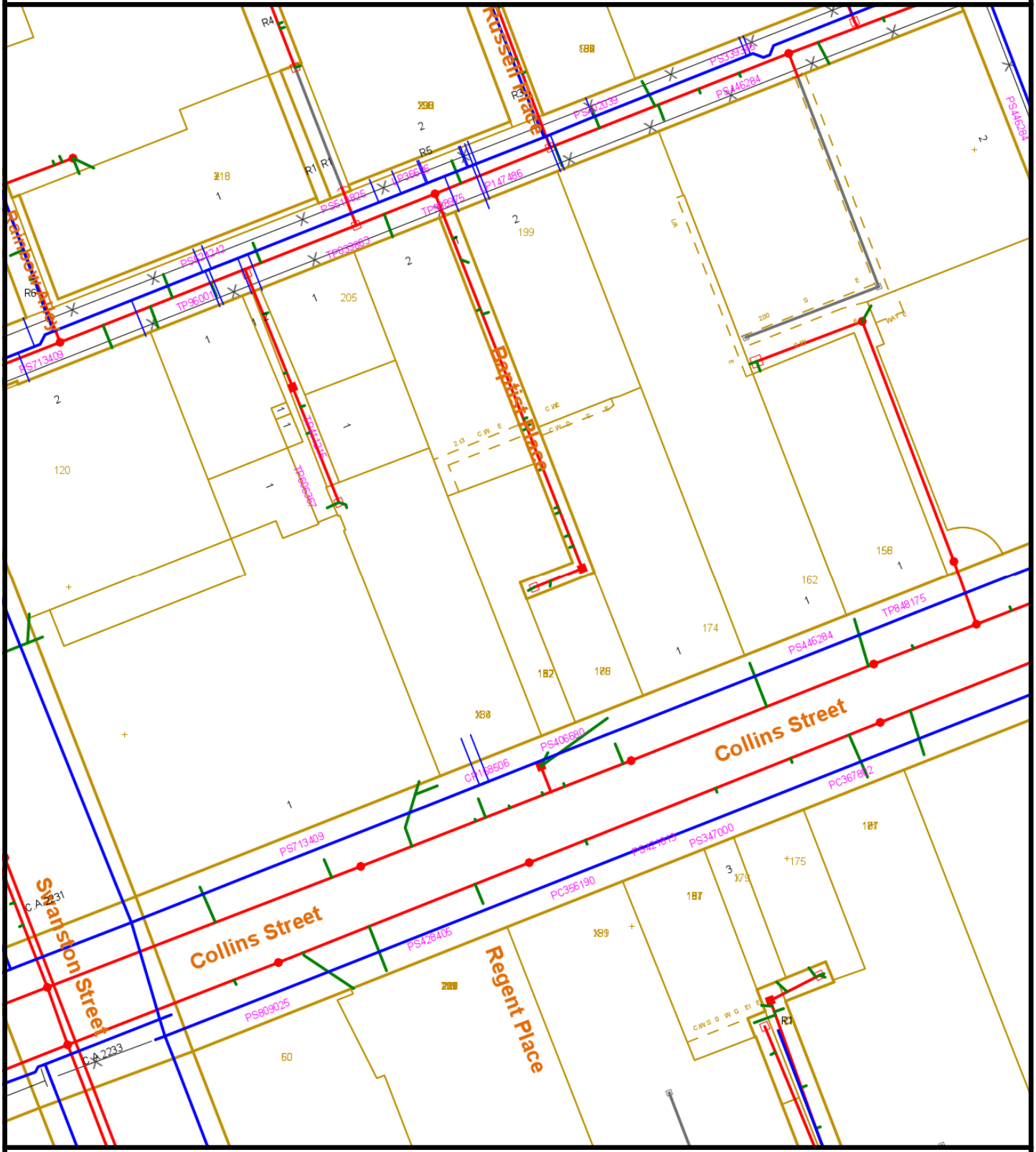
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Encumbrance Plan

105A/182 COLLINS STREET MELBOURNE 3000

Application No. 1004094



LEGEND

Circular Manhole		Recycled Water Main	MW SW	MW Sewer Main	
Inspection Shaft	MW DR CH	MW Channel	MW ASW	MW Abandoned Sewer Main	
Sewer Main	MW DR ACH	MW Abandoned Channel	MW WS	MW Water Main	
Abandoned Sewer Main	MW DR NW	MW Natural Waterway	MW AWS	MW Abandoned Water Main	
Water Main	MW DR UG	MW Underground Drain		MW Manhole	
Abandoned Water Main	MW DR AUG	MW Abandoned Underground Drain	A	MW Abandoned Manhole	

N

Date: 16/12/2021

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

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

804604

APPLICANT'S NAME & ADDRESS

WONDERS LEGAL C/- TRISEARCH (SMOKEBALL) C/- LANDATA

MELBOURNE

VENDOR

JONES, PAUL JOHN HENRY

PURCHASER

N/A, N/A

REFERENCE

427003

This certificate is issued for:

LOT 805 PLAN PS406680 ALSO KNOWN AS 805/182 COLLINS STREET MELBOURNE
MELBOURNE CITY

The land is covered by the:
MELBOURNE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a	CAPITAL CITY ZONE SCHEDULE 1 - OUTSIDE THE RETAIL CORE
- is within a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (HC-9)
and a	PARKING OVERLAY - PRECINCT 1
and a	HERITAGE OVERLAY (HO504)
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
and a	HERITAGE OVERLAY (HO846)

A Proposed Amending Planning Scheme C308 has been placed on public exhibition which shows this property :

- is within a	AREA TO BE DELETED FROM A DESIGN AND DEVELOPMENT OVERLAY - C308

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/melbourne)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@victorianlrs.com.au

16 December 2021

Hon. Richard Wynne MP
Minister for Planning

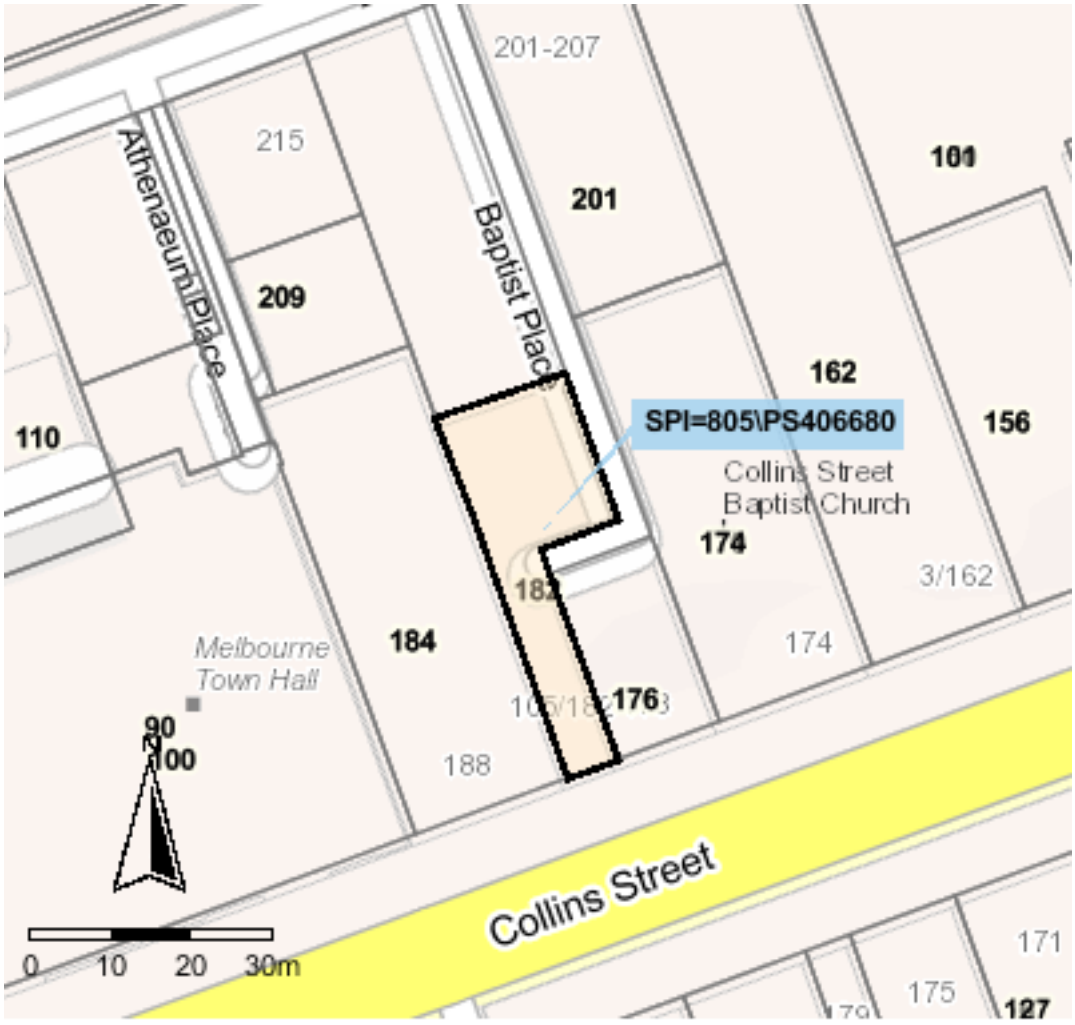
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@victorianlrs.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.
1250 2927 6120

DATE OF ISSUE - 16/12/2021

APPLICATION NO.
1004094

LANDATA COUNTER SERVICES

YOUR REF.
59098200-028-5

SOURCE NO. 99904685210

PROPERTY: UNIT 805/182 COLLINS STREET MELBOURNE VIC 3000

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one thousand seven hundred and eighty five dollars and forty three cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	158.60	Quarterly	31/12/2021	79.30	79.30
PARKS SERVICE CHARGES	112.93	Annually	30/06/2022	112.93	112.93
WATER NETWORK CHARGE NON RESIDENTIAL	302.36	Quarterly	31/12/2021	151.18	151.18
SEWERAGE NETWORK CHARGE NON RESIDENTIAL	417.60	Quarterly	31/12/2021	208.80	208.80
TOTAL	991.49			552.21	552.21

Service charges owing to 30/06/2021	793.41
Service charges owing for this financial year	552.21
Volumetric charges owing to 10/11/2021.	0.53
Adjustments	0.00
Current amount outstanding	1,346.15
Plus remainder service charges to be billed	439.28
BALANCE including unbilled service charges	1,785.43

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1250 2927 6120

Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.
1250 2927 6120

DATE OF ISSUE - 16/12/2021

APPLICATION NO.
1004094

Please note the water meter on this property was last read on 10/11/2021.

This property does not have a separate water meter but is supplied by a common water meter and any volume related charges are split amongst all properties supplied by the common water meter. The volume related charges are dispersed across all properties in accordance with a request from the Owners Corporation.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 10/11/2021 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	$0.00 per day
Sewerage Disposal Charge	$0.00 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 10/11/2021 to the final meter read date will be forwarded to the vendor of the property.

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

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

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

Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.
1250 2927 6120

DATE OF ISSUE - 16/12/2021

APPLICATION NO.
1004094

Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:



ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Property Information

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

CITY OF MELBOURNE

23 December 2021

GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au

DX210487
ABN 55 370 219 287

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Unit 805, Level 8, 182 Collins Street, MELBOURNE VIC 3000

Thank you for your building property application received 16 Dec 2021. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

There are no Building Permits issued within the last 10 years.

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders on this property.

Should the property be the subject of a current subdivision application, Council's requirements for approval of such may not have been met if the plan has not been registered at Land Victoria.

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

Building Team – Planning and Building Branch
Telephone (03) 9658 9658
Email building@melbourne.vic.gov.au
Web www.melbourne.vic.gov.au

Your Ref 59098200-020-9
Our Ref 167234

Notes:

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

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

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wonders Legal C/- triSearch (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 427003

NO PROPOSALS. As at the 16th December 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 805 182 COLLINS Street, MELBOURNE 3000
CITY OF MELBOURNE

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

Date of issue: 16th December 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 59098200 - 59098200045158 '427003'

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 16/12/2021 04:56:16 AM

OWNERS CORPORATION 1
PLAN NO. PS406680M

The land in PS406680M is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1, 2, 101, 102, 103A, 104A, 105A, 106A, 107A, 201, 202, 203A, 204A, 205A, 206A, 207A, 208A, 301, 302, 303A, 304A, 305A, 306A, 307A, 308A, 401 - 407, 501, 502A, 503 - 507, 601, 602A, 603 - 607, 701 - 707, 801 - 806.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
ACCESS STRATA MANAGEMENT PTY LTD, 6 MCGLONE STREET MITCHAM VIC 3132

AU504167H 28/06/2021

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. V003619X 30/09/1997

Additional Owners Corporation Information:
NIL

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

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	1050	1050
Lot 2	925	925
Lot 101	213	213
Lot 102	95	95

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/12/2021 04:56:16 AM

OWNERS CORPORATION 1
PLAN NO. PS406680M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 103A	115	115
Lot 104A	123	123
Lot 105A	69	69
Lot 106A	89	89
Lot 107A	62	62
Lot 201	213	213
Lot 202	99	99
Lot 203A	115	115
Lot 204A	77	77
Lot 205A	98	98
Lot 206A	108	108
Lot 207A	89	89
Lot 208A	89	89
Lot 301	213	213
Lot 302	99	99
Lot 303A	115	115
Lot 304A	77	77
Lot 305A	98	98
Lot 306A	108	108
Lot 307A	89	89
Lot 308A	89	89
Lot 401	213	213
Lot 402	99	99
Lot 403	106	106
Lot 404	106	106
Lot 405	122	122
Lot 406	147	147
Lot 407	95	95
Lot 501	213	213

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/12/2021 04:56:16 AM

OWNERS CORPORATION 1
PLAN NO. PS406680M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 502A	110	110
Lot 503	106	106
Lot 504	106	106
Lot 505	122	122
Lot 506	147	147
Lot 507	81	81
Lot 601	213	213
Lot 602A	110	110
Lot 603	106	106
Lot 604	106	106
Lot 605	122	122
Lot 606	147	147
Lot 607	81	81
Lot 701	110	110
Lot 702	106	106
Lot 703	106	106
Lot 704	122	122
Lot 705	147	147
Lot 706	81	81
Lot 707	220	220
Lot 801	110	110
Lot 802	106	106
Lot 803	106	106
Lot 804	122	122
Lot 805	147	147
Lot 806	81	81
Total	**8739.00**	**8739.00**

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS406680M

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS406680M

The land in PS406680M is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 101, 102, 103A, 104A, 105A, 106A, 107A, 201, 202, 203A, 204A, 205A, 206A, 207A, 208A, 301, 302, 303A, 304A, 305A, 306A, 307A, 308A, 401 - 407, 501, 502A, 503 - 507, 601, 602A, 603 - 607, 701 - 707, 801 - 806.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
ACCESS STRATA MANAGEMENT PTY LTD, 6 MCGLONE STREET MITCHAM VIC 3132

AU504167H 28/06/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	213	213
Lot 102	95	95
Lot 103A	115	115
Lot 104A	123	123
Lot 105A	69	69

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/12/2021 04:56:16 AM

OWNERS CORPORATION 2
PLAN NO. PS406680M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106A	89	89
Lot 107A	62	62
Lot 201	213	213
Lot 202	99	99
Lot 203A	115	115
Lot 204A	77	77
Lot 205A	98	98
Lot 206A	108	108
Lot 207A	89	89
Lot 208A	89	89
Lot 301	213	213
Lot 302	99	99
Lot 303A	115	115
Lot 304A	77	77
Lot 305A	98	98
Lot 306A	108	108
Lot 307A	89	89
Lot 308A	89	89
Lot 401	213	213
Lot 402	99	99
Lot 403	106	106
Lot 404	106	106
Lot 405	122	122
Lot 406	147	147
Lot 407	95	95
Lot 501	213	213
Lot 502A	110	110
Lot 503	106	106
Lot 504	106	106

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/12/2021 04:56:16 AM

OWNERS CORPORATION 2
PLAN NO. PS406680M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 505	122	122
Lot 506	147	147
Lot 507	81	81
Lot 601	213	213
Lot 602A	110	110
Lot 603	106	106
Lot 604	106	106
Lot 605	122	122
Lot 606	147	147
Lot 607	81	81
Lot 701	110	110
Lot 702	106	106
Lot 703	106	106
Lot 704	122	122
Lot 705	147	147
Lot 706	81	81
Lot 707	220	220
Lot 801	110	110
Lot 802	106	106
Lot 803	106	106
Lot 804	122	122
Lot 805	147	147
Lot 806	81	81
Total	**6764.00**	**6764.00**

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	**Plan**
Document Identification	**PS406680M**
Number of Pages (excluding this cover sheet)	**18**
Document Assembled	**16/12/2021 04:56**

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PLAN OF SUBDIVISION

STAGE NO	LTO USE ONLY	PLAN NUMBER
———	EDITION 6	PS 406680M

LOCATION OF LAND

PARISH: MELBOURNE NORTH
CITY OF MELBOURNE
SECTION: 11
CROWN ALLOTMENT: 4 (PART)

LTO BASE RECORD: CHART 12 (3083)
LAST PLAN REFERENCE: CP 174535N
TITLE REFERENCE: VOL 10039 FOL 650

POSTAL ADDRESS: 182 COLLINS STREET
(AT TIME OF SUBDIVISION) MELBOURNE 3000

AMG CO-ORDINATES: E 321 000
(OF APPROX. CENTRE OF LAND IN PLAN) N 5 812 600 ZONE 55

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RESERVE NO.1	CITIPOWER

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: MELBOURNE CITY COUNCIL REF: TP96/1188(981)

(1) THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.

~~(2) THIS PLAN IS CERTIFIED UNDER SEC. 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6~~

~~(3) THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988~~

OPEN SPACE:

(A) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS NOT BEEN MADE

~~(B) THE REQUIREMENT HAS BEEN SATISFIED~~

~~(C) THE REQUIREMENT IS TO BE SATISFIED IN STAGE .....~~

APPLIES TO MASTER PLAN (STAGE 1) ONLY

COUNCIL DELEGATE
~~COUNCIL SEAL~~
DATE 7/3/97

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988
COUNCIL DELEGATE
COUNCIL SEAL
DATE / /

NOTATIONS

STAGING:
THIS IS A STAGED SUBDIVISION
PLANNING PERMIT NO:

SURVEY:
THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S)...
IN PROCLAIMED SURVEY AREA NO.

LOTS 3 TO 100 108 TO 200 209 TO 300 309 TO 400 408 TO 500 508 TO 600 608 TO 700 708 TO 800 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

EXTERIOR FACE: BOUNDARIES MARKED E
INTERIOR FACE: ALL OTHER BOUNDARIES OF LOTS AND COMMON PROPERTY NO.2 ON THE GROUND AND MEZZANINE LEVELS.

DEPTH LIMITATION:
DOES NOT APPLY

ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDINGS ARE DEEMED TO BE PART OF THE COMMON PROPERTY NO.1 THE POSITIONS OF THESE DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF

LTO USE ONLY

STATEMENT OF COMPLIANCE
EXEMPTION STATEMENT

RECEIVED ☐

DATE / /

THIS IS AN L.T.O. COMPILED PLAN

CHECKED 10/12/98

GJ Newman
Assistant Registrar of Titles

SHEET 1 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

.....
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 2 of 18

	PLAN OF SUBDIVISION	STAGE NO ———	PLAN NUMBER PS 406680M

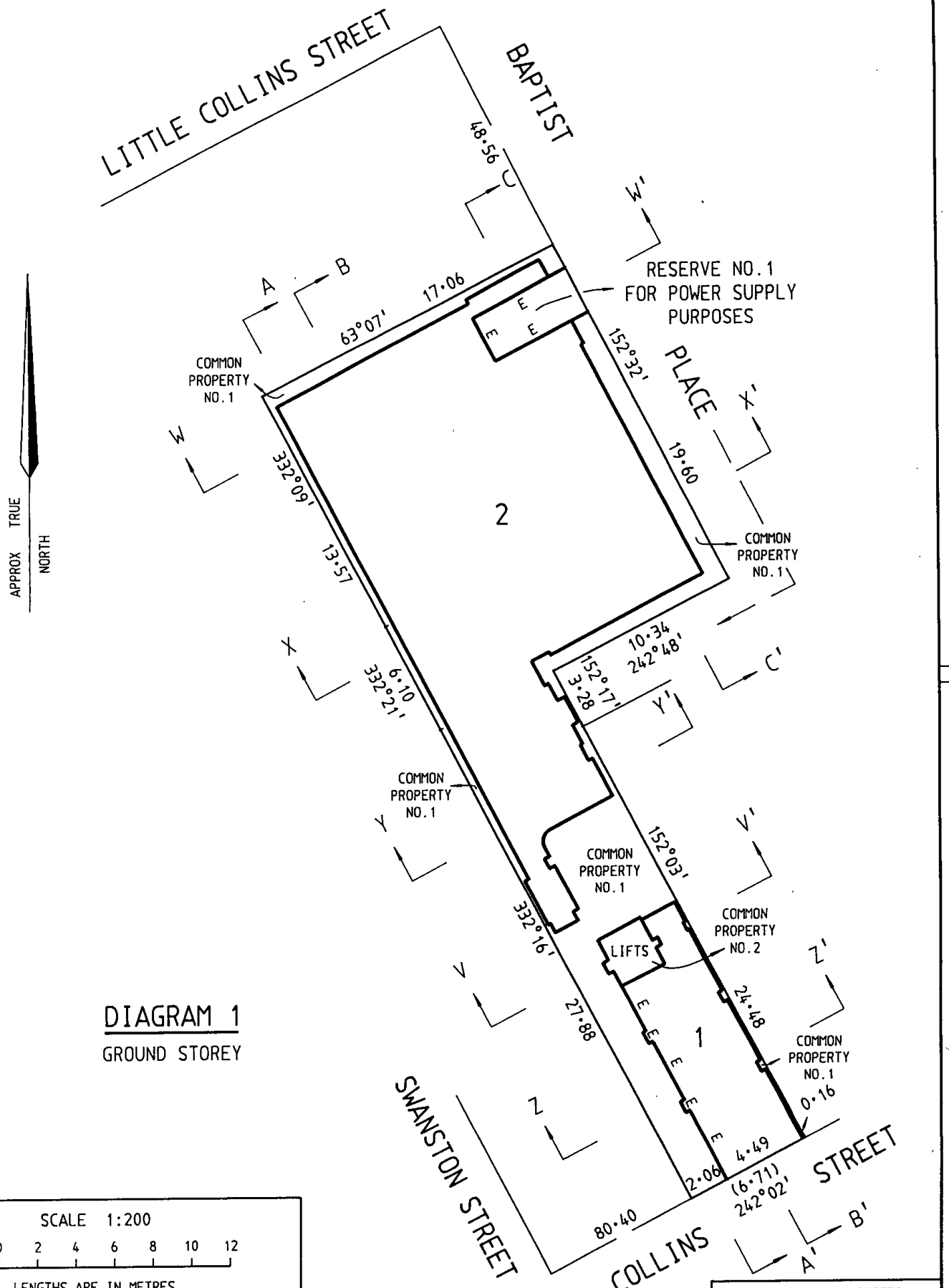


DIAGRAM 1

GROUND STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 2 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

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	PLAN OF SUBDIVISION	STAGE NO ———	PLAN NUMBER PS 406680M

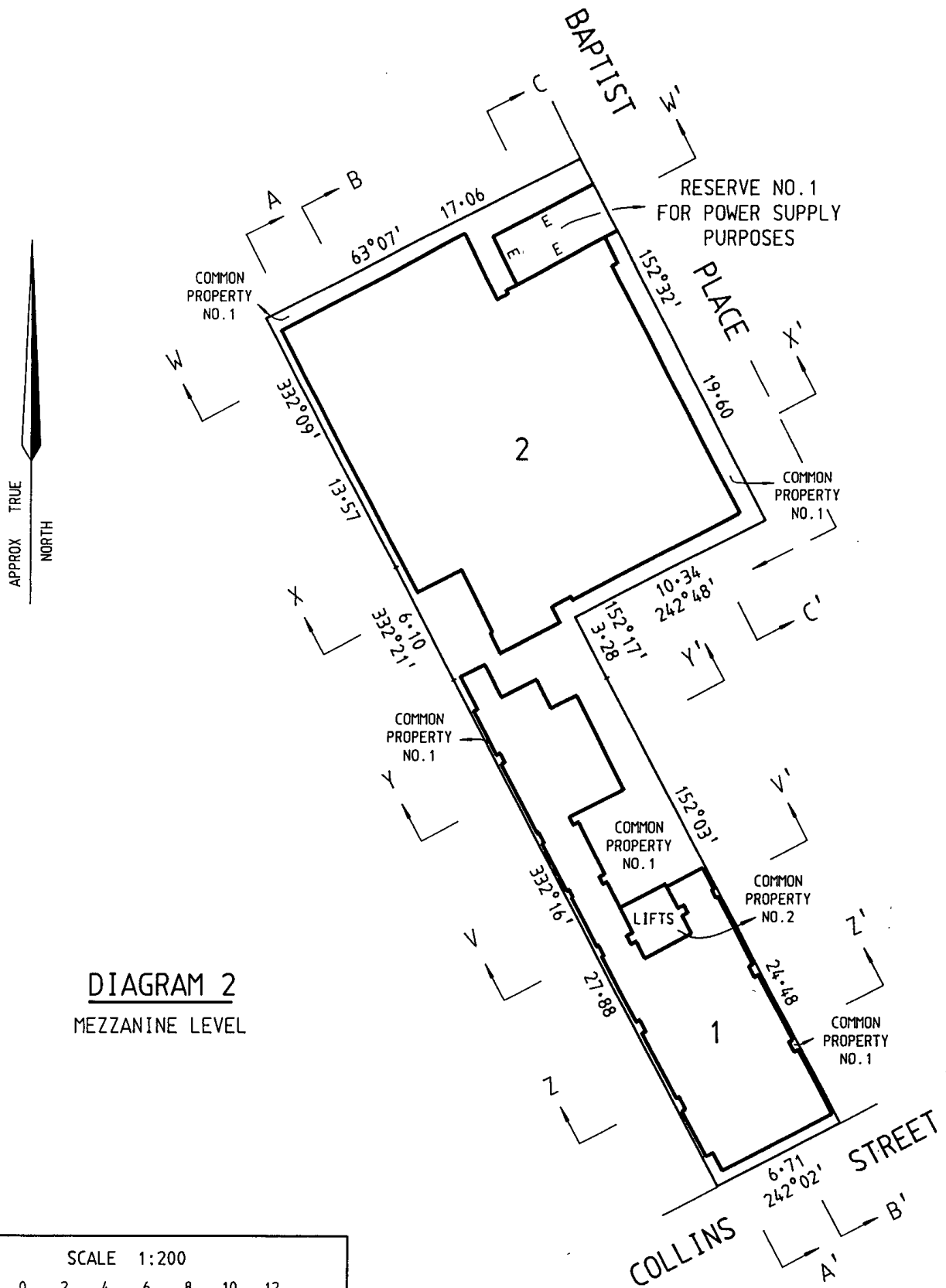


DIAGRAM 2

MEZZANINE LEVEL

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 3 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

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	PLAN OF SUBDIVISION	STAGE NO ——	PLAN NUMBER PS 406680M

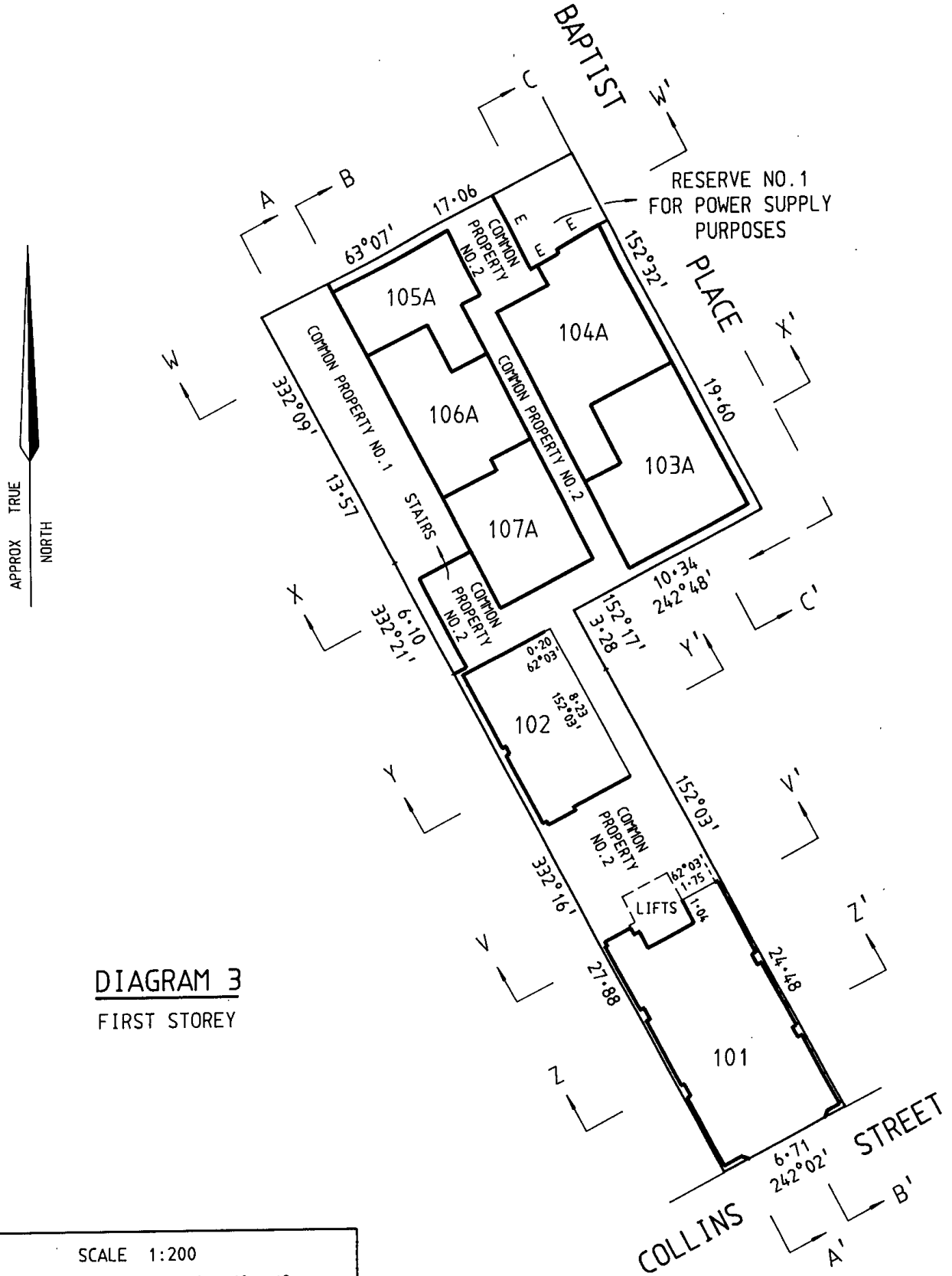


DIAGRAM 3

FIRST STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 4 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

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	PLAN OF SUBDIVISION	STAGE NO ———	PLAN NUMBER PS 406680M

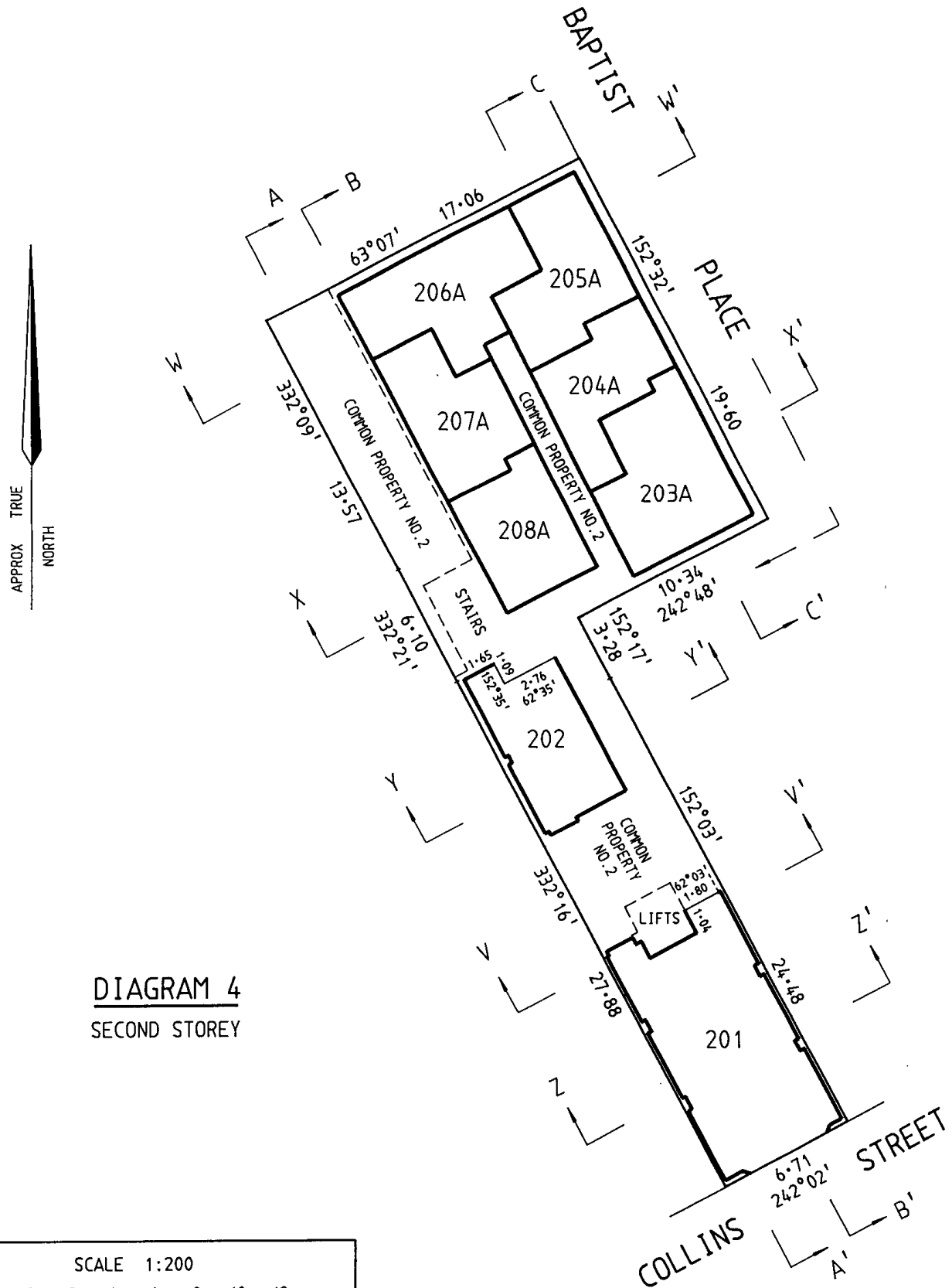


DIAGRAM 4

SECOND STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 5 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 6 of 18

	PLAN OF SUBDIVISION	STAGE NO ———	PLAN NUMBER PS 406680M

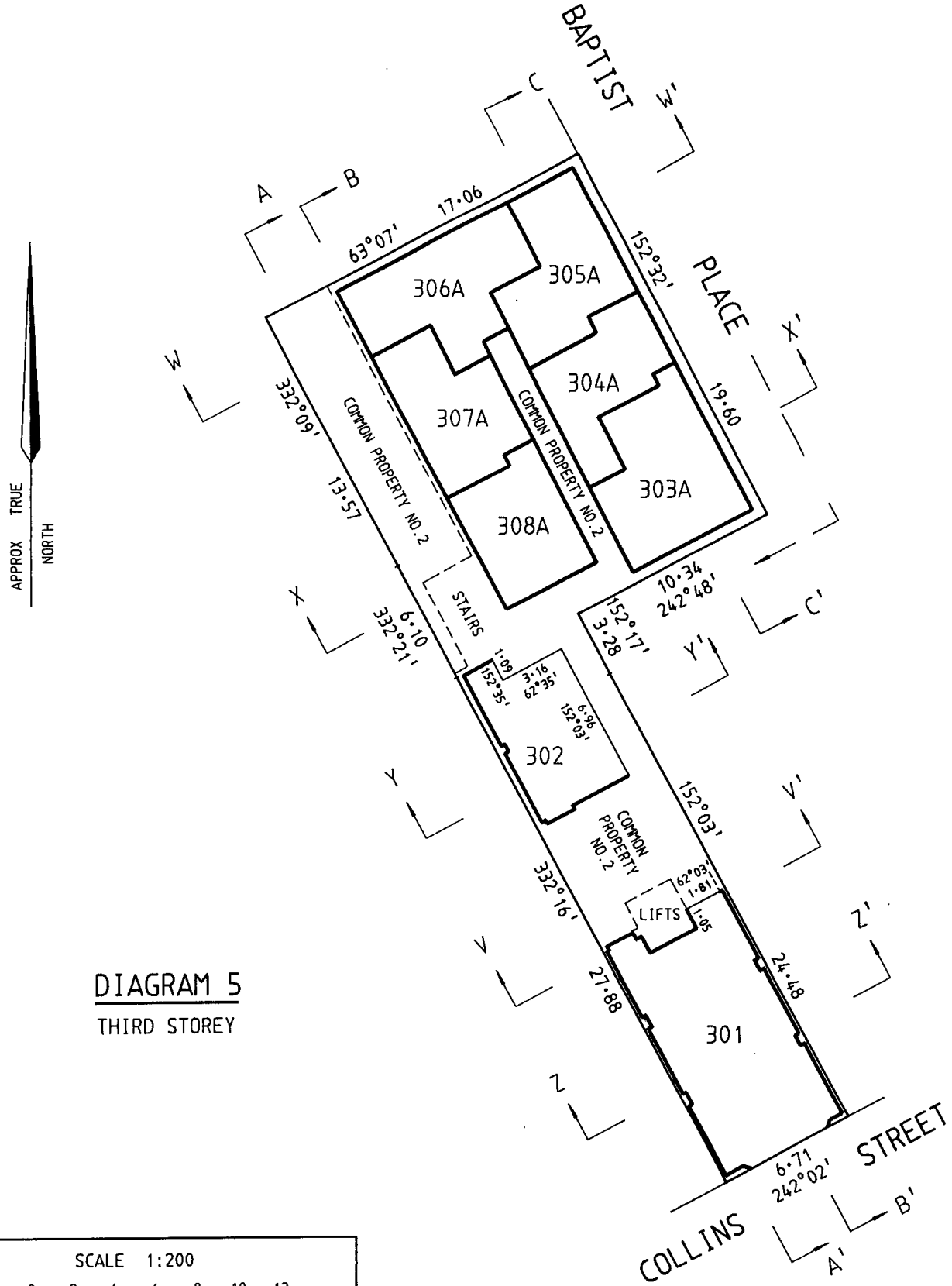


DIAGRAM 5

THIRD STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 6 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 7 of 18

	PLAN OF SUBDIVISION	STAGE NO ——	PLAN NUMBER PS 406680M

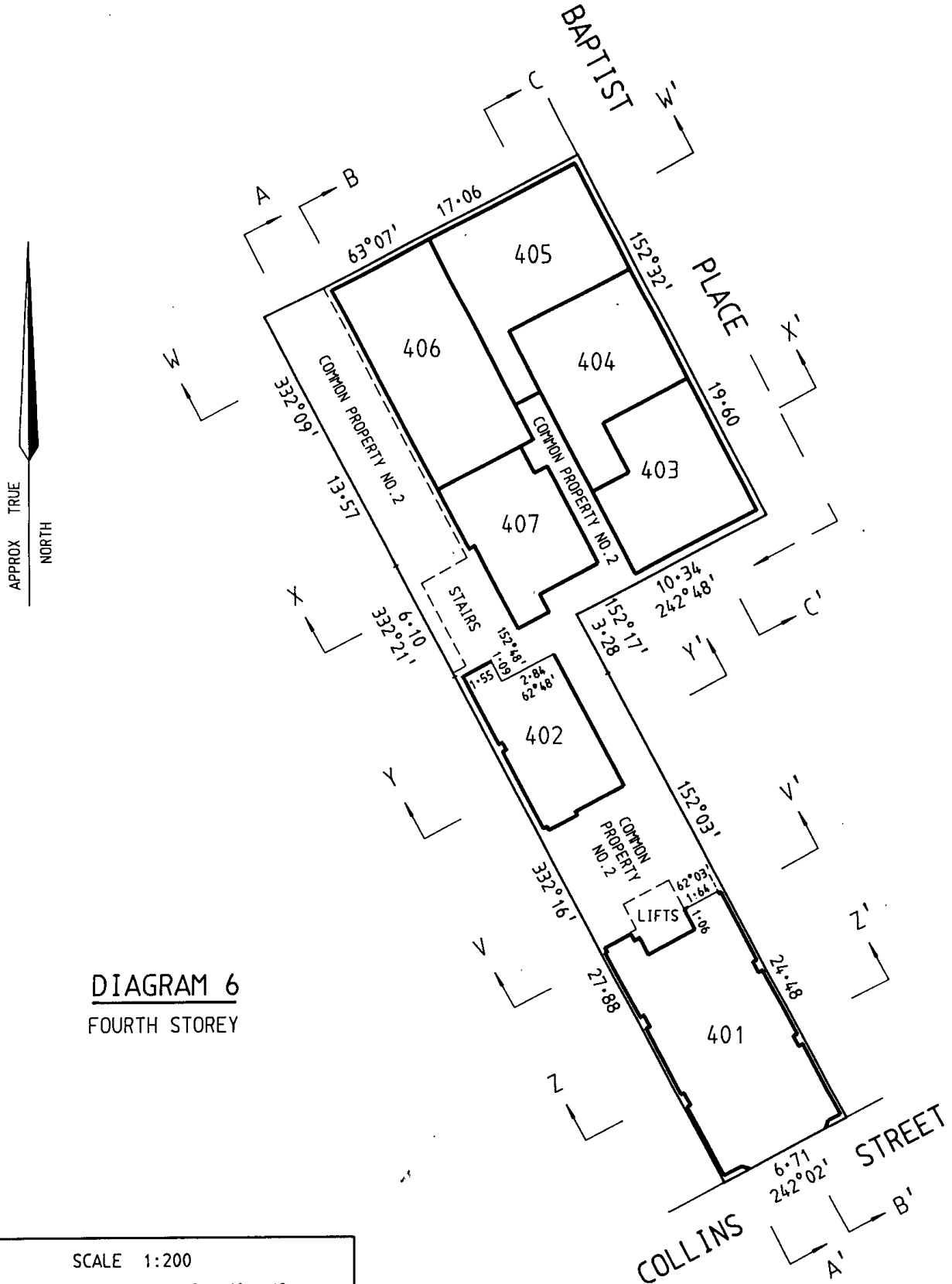


DIAGRAM 6

FOURTH STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 7 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
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DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 8 of 18

	PLAN OF SUBDIVISION	STAGE NO	PLAN NUMBER
		———	PS 406680M

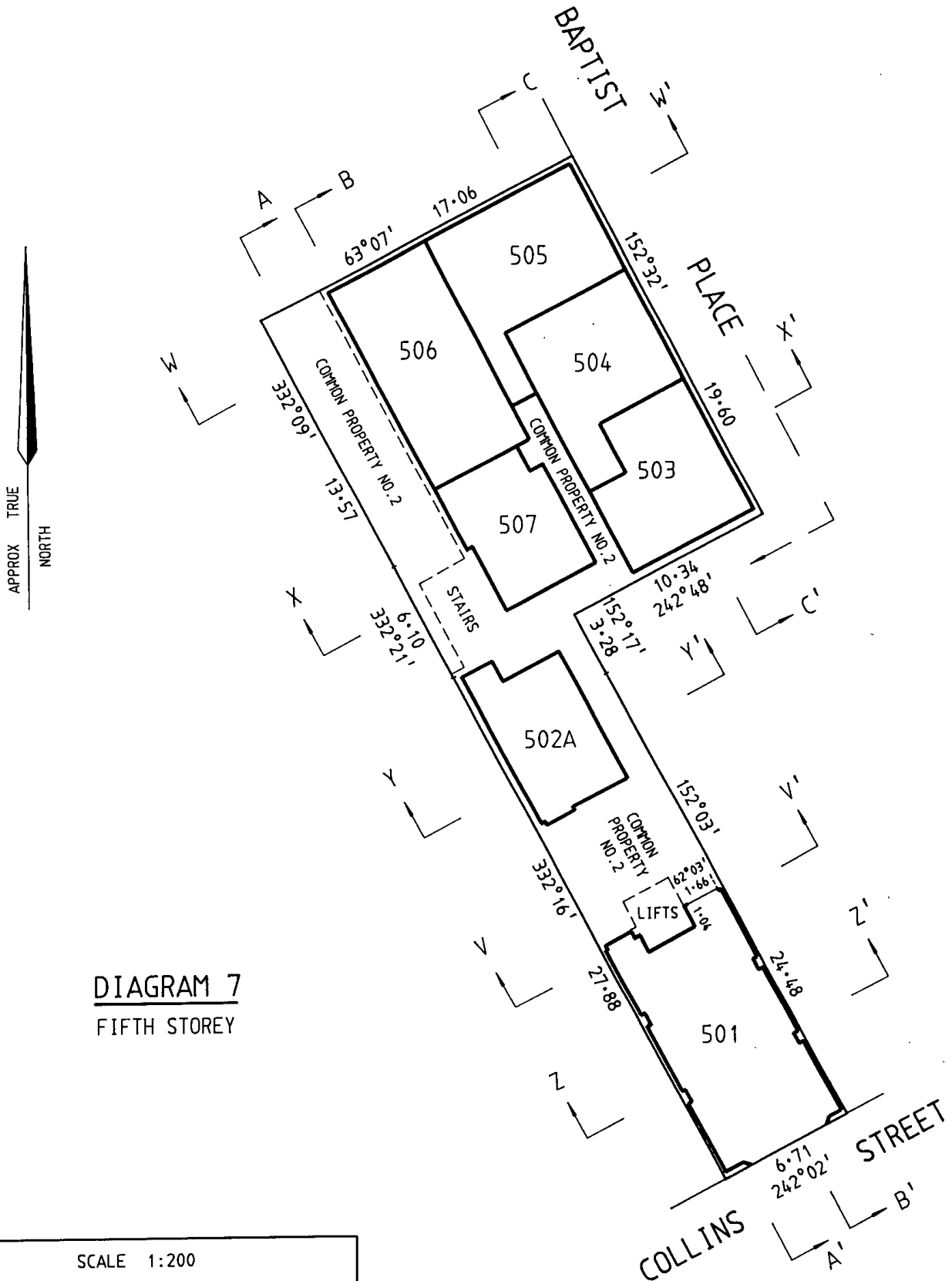


DIAGRAM 7

FIFTH STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 8 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD

LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS

151 Union Road
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Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

.....
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 9 of 18

	PLAN OF SUBDIVISION	STAGE NO ——	PLAN NUMBER PS 406680M

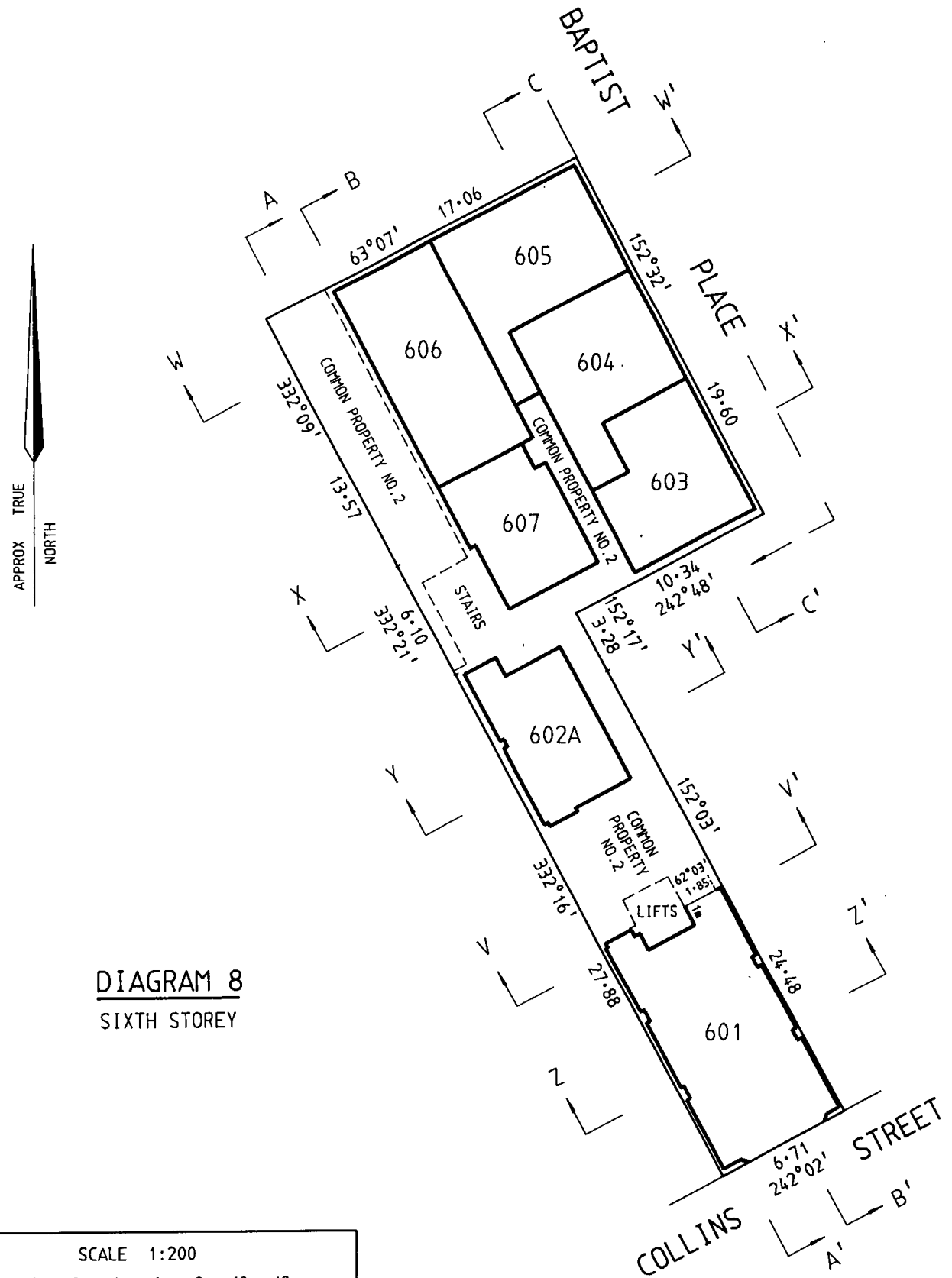


DIAGRAM 8

SIXTH STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 9 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
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151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 10 of 18

	PLAN OF SUBDIVISION	STAGE NO ——	PLAN NUMBER PS 406680M

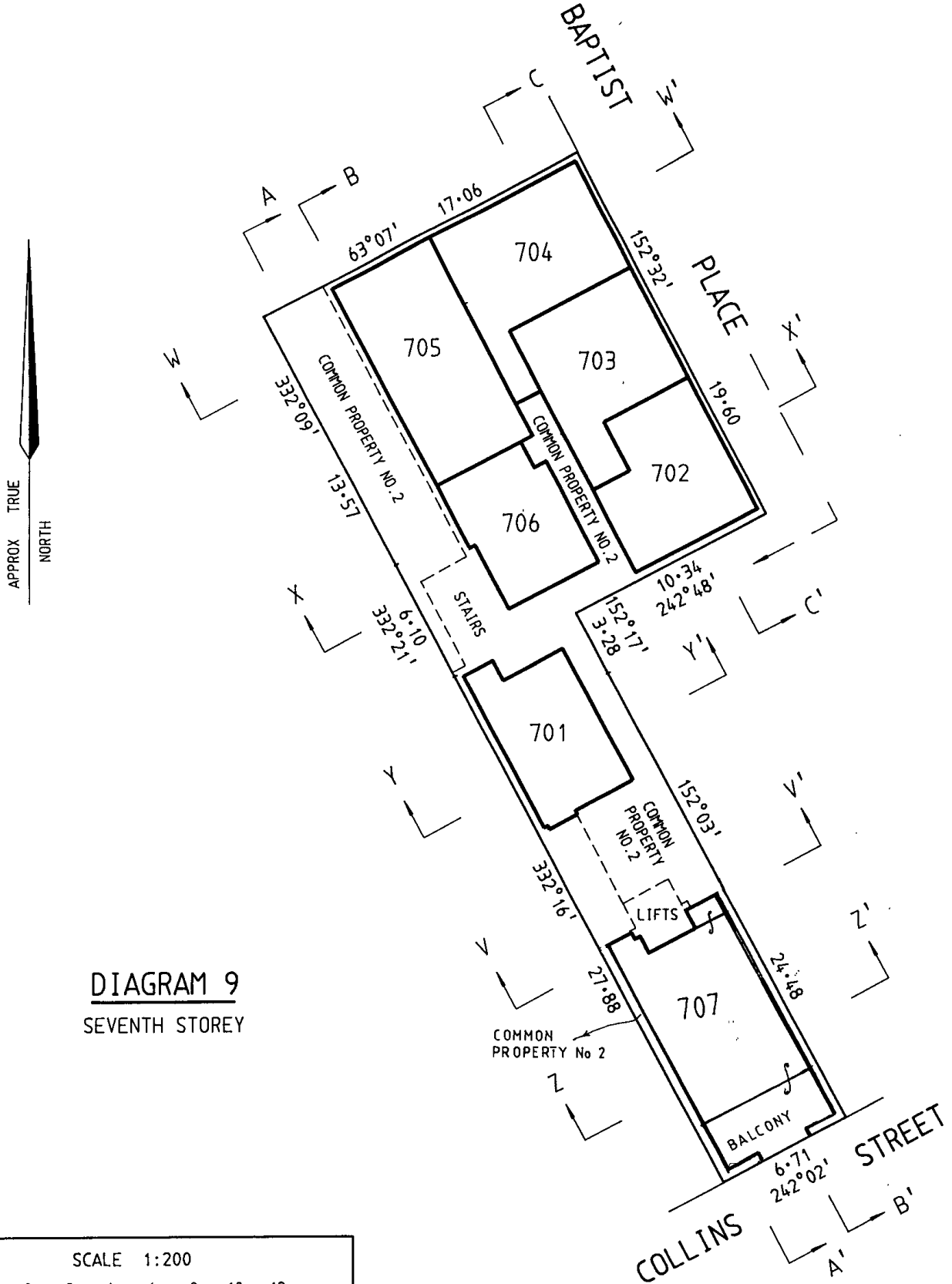


DIAGRAM 9

SEVENTH STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 10 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
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Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 11 of 18

	PLAN OF SUBDIVISION	STAGE NO ——	PLAN NUMBER PS 406680M

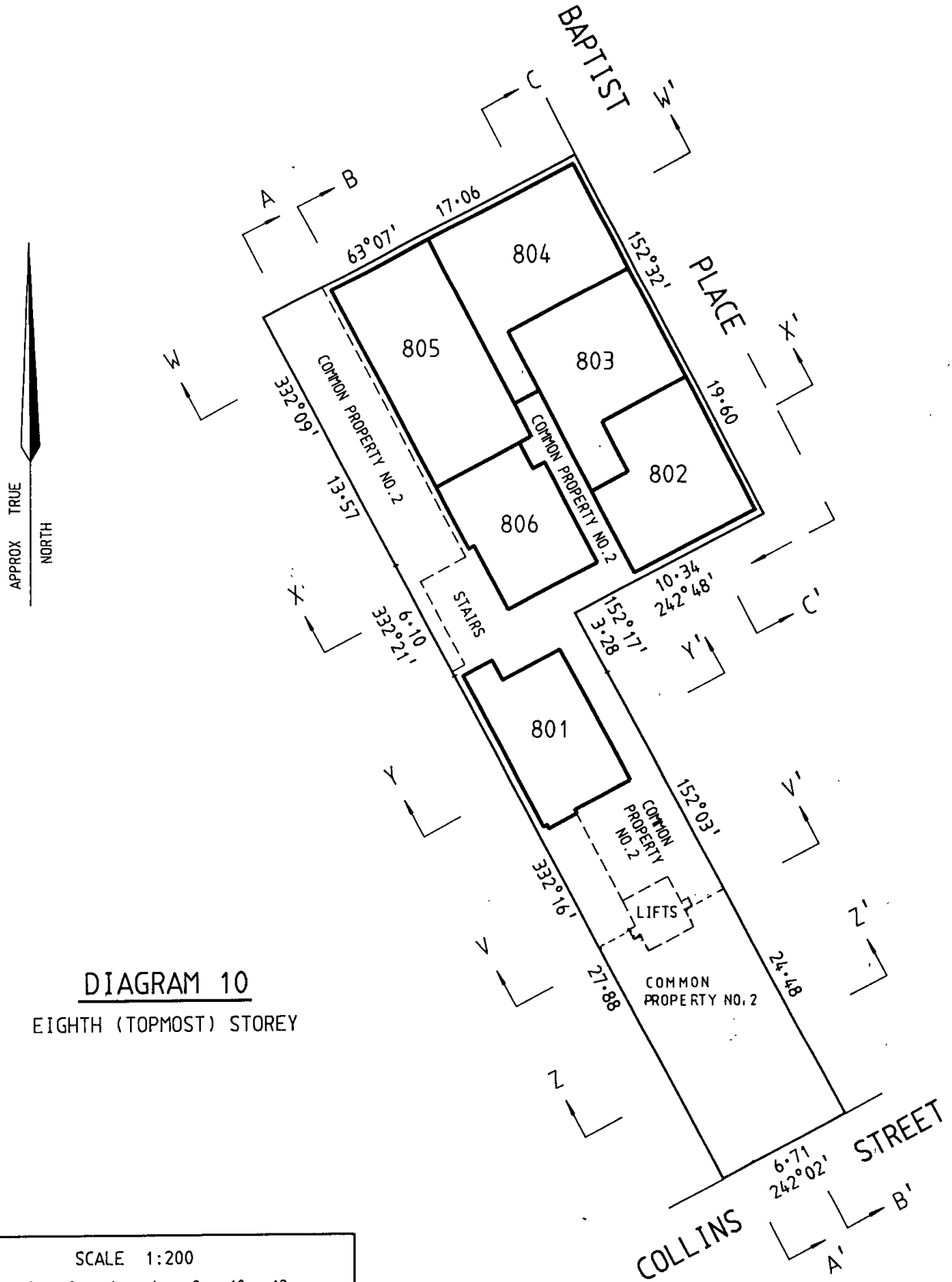


DIAGRAM 10

EIGHTH (TOPMOST) STOREY

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

SHEET 11 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
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LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

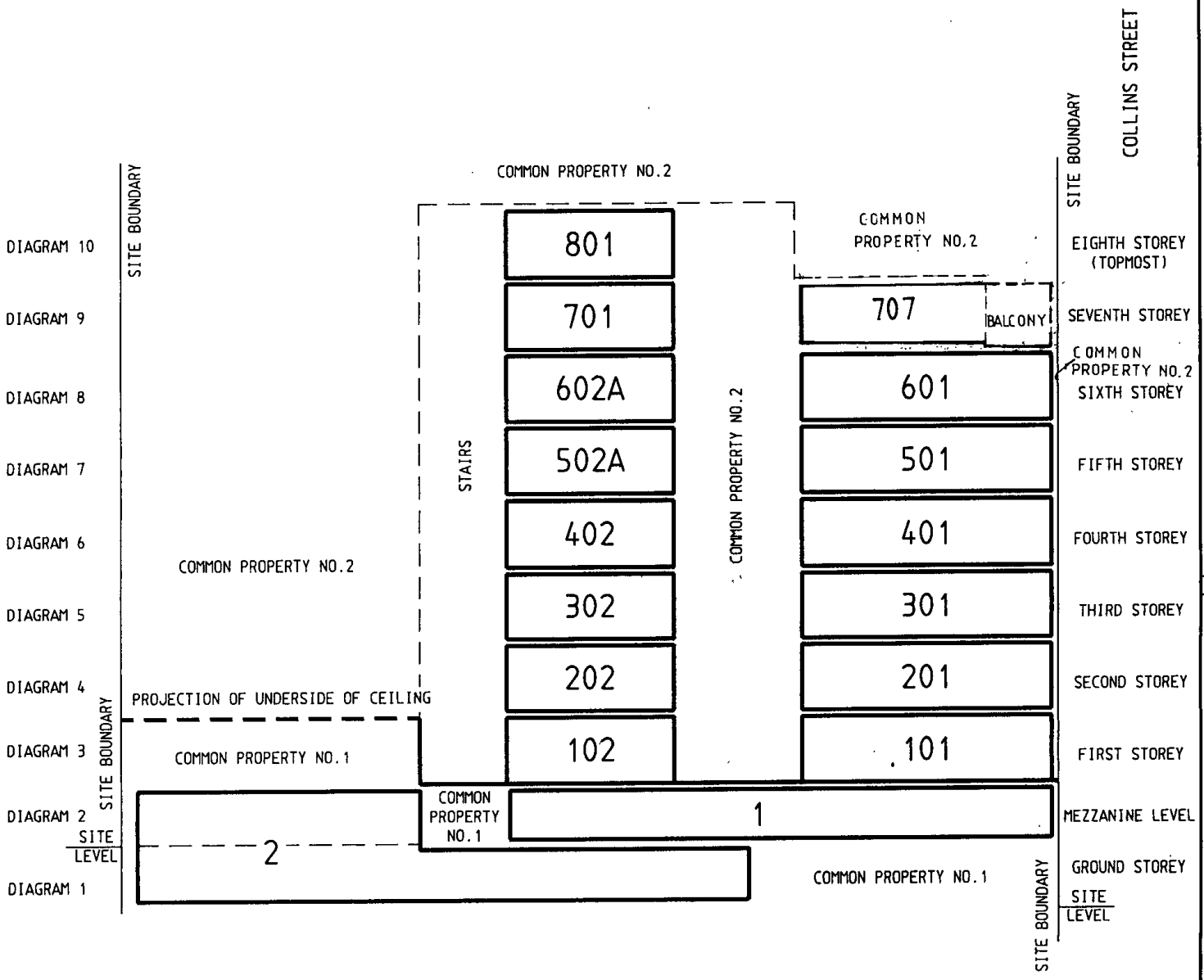
..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 12 of 18

	PLAN OF SUBDIVISION	STAGE NO ———	PLAN NUMBER PS 406680M



SECTION A-A'

NOT TO SCALE

SHEET 12 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
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DEVELOPMENT CONSULTANTS
151 Union Road
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Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

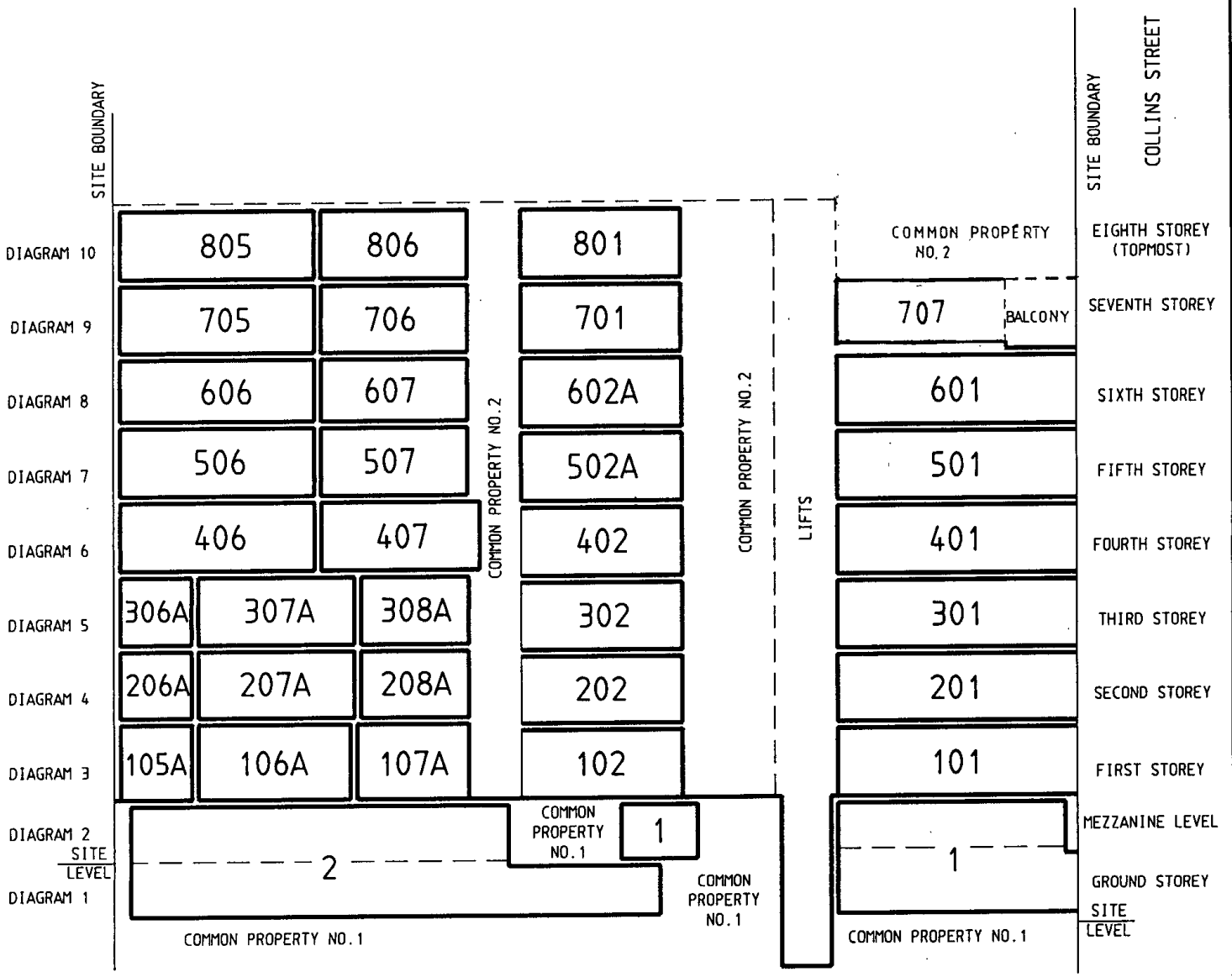
..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 13 of 18

	PLAN OF SUBDIVISION	STAGE NO ———	PLAN NUMBER PS 406680M



SECTION B-B'

NOT TO SCALE

SHEET 13 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

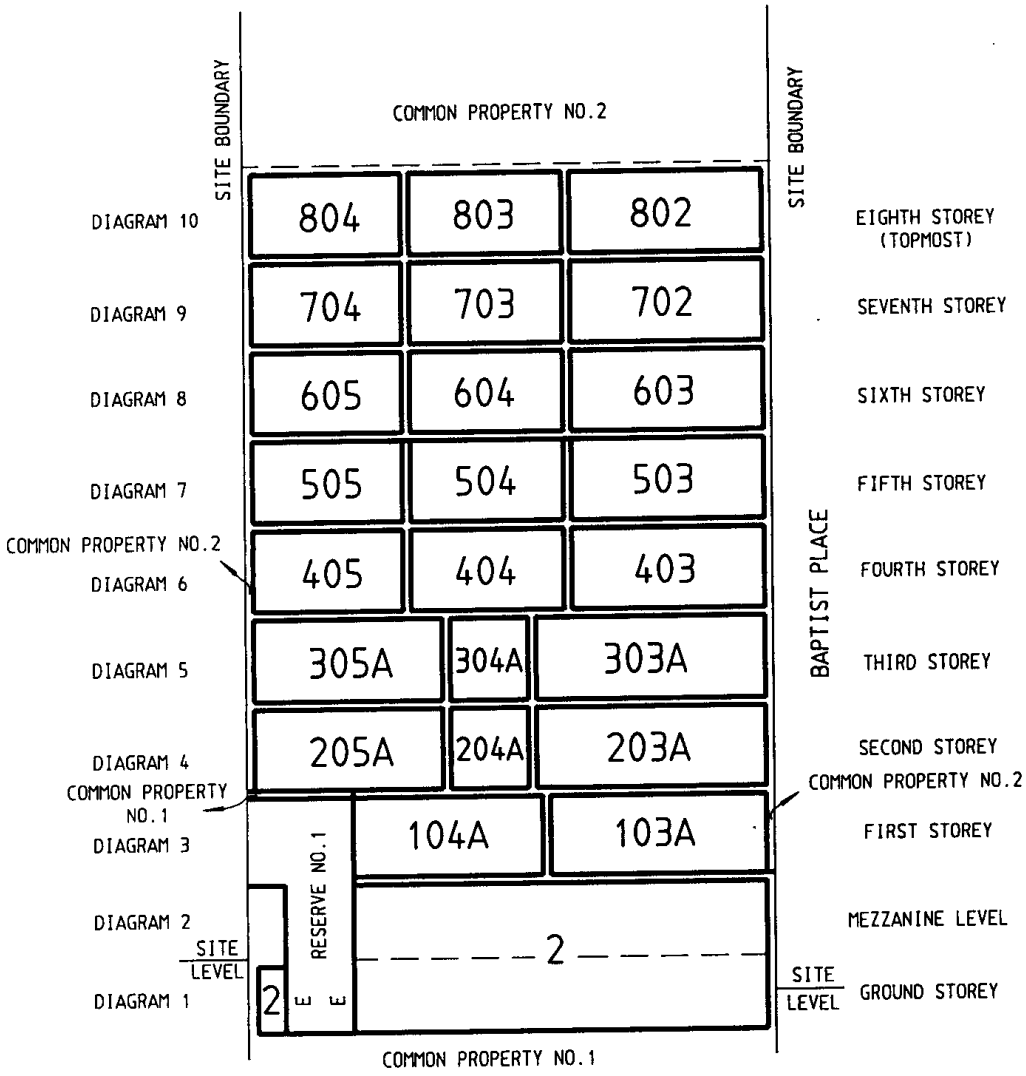
..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 14 of 18

	PLAN OF SUBDIVISION	STAGE NO ——	PLAN NUMBER PS 406680M



SECTION C-C'

NOT TO SCALE

SHEET 14 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

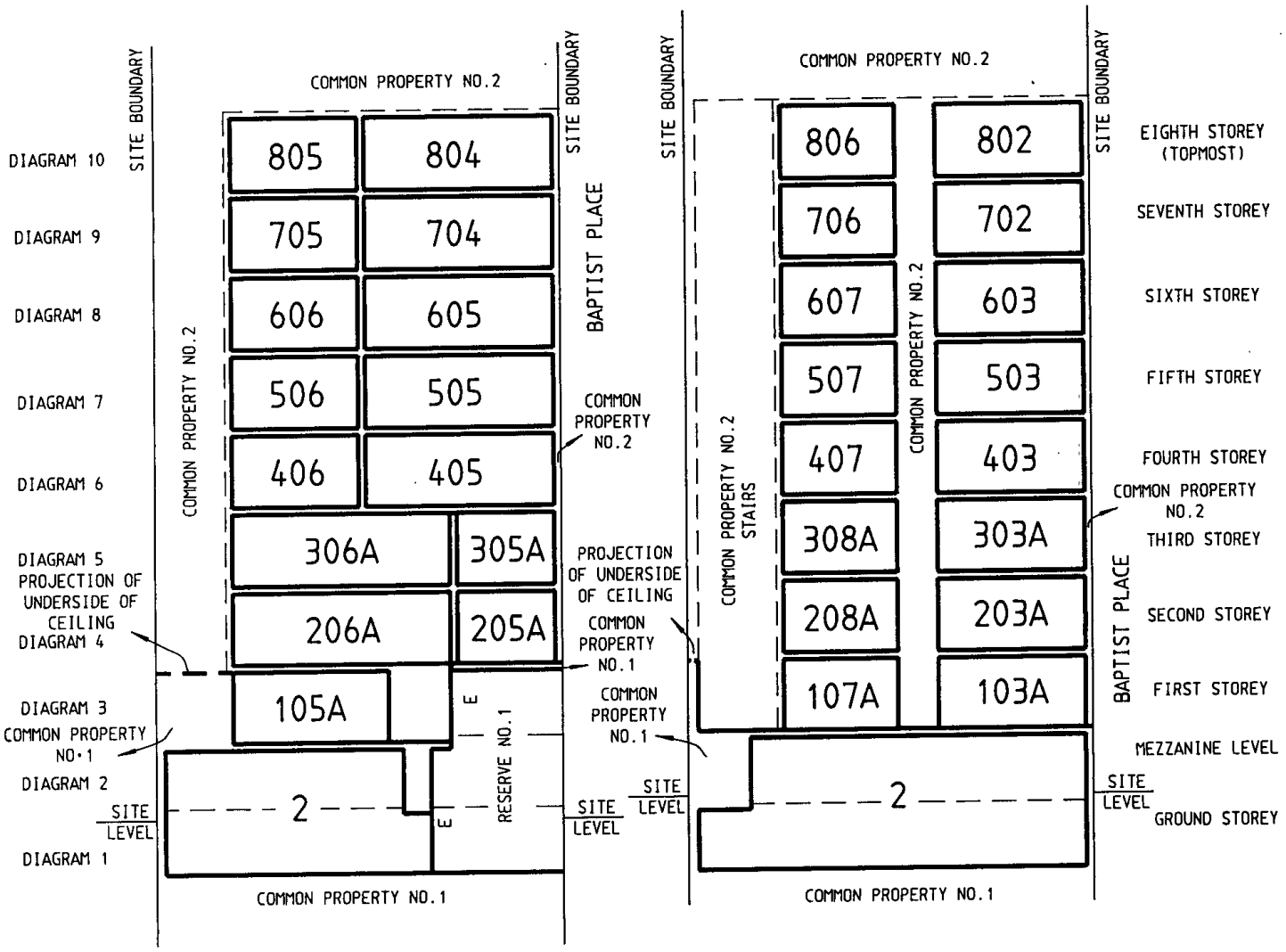
..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 15 of 18

	PLAN OF SUBDIVISION	STAGE NO ———	PLAN NUMBER PS 406680M



SECTION W-W'

NOT TO SCALE

SECTION X-X'

NOT TO SCALE

SHEET 15 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
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Surrey Hills Vic 3127
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Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

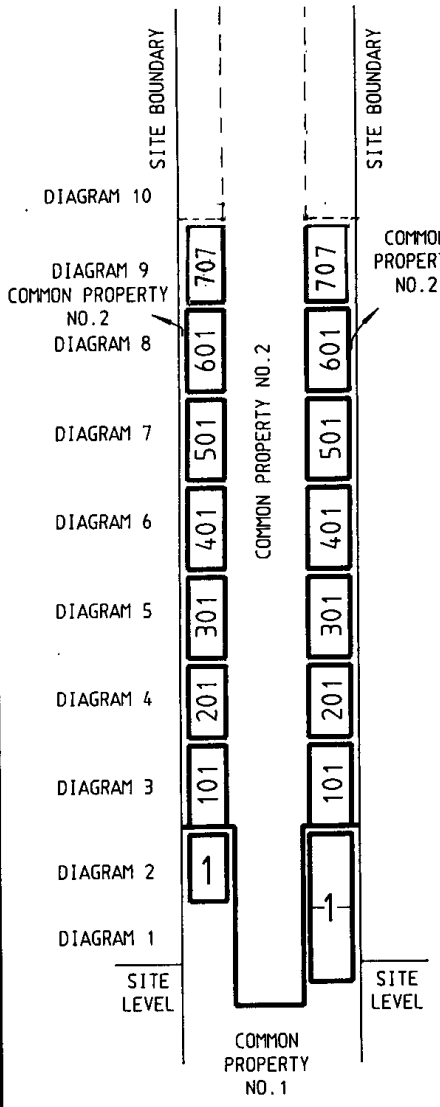
..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

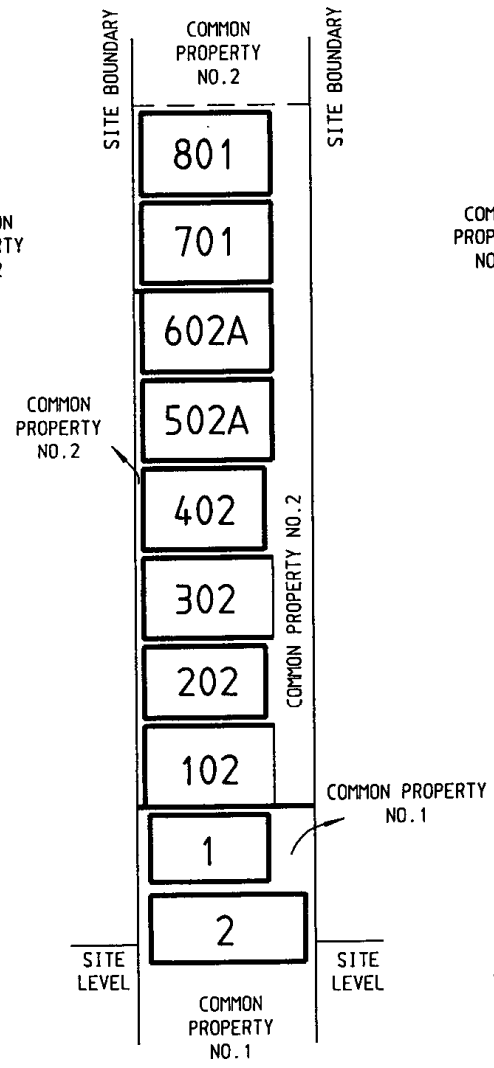
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Delivered by LANDATA®, timestamp 16/12/2021 04:56 Page 16 of 18

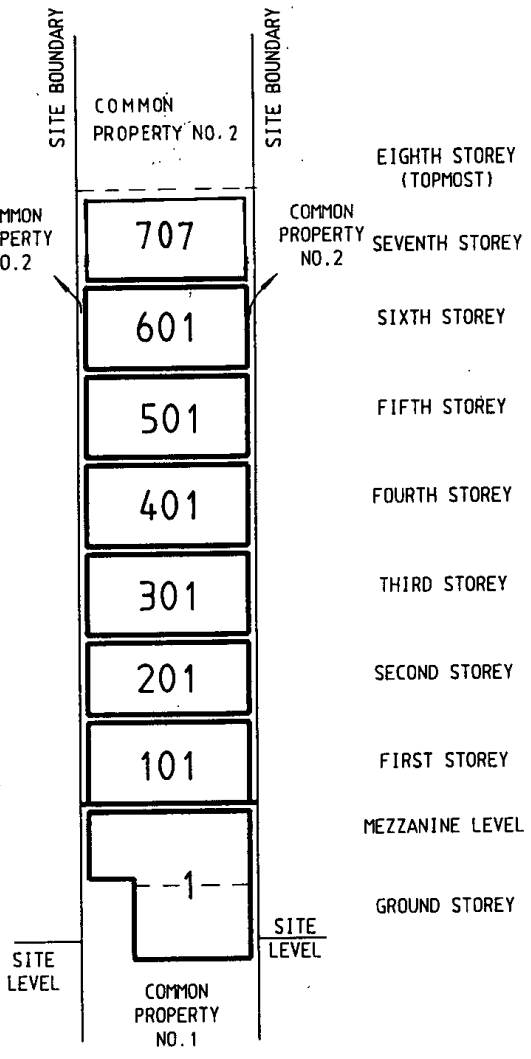
	PLAN OF SUBDIVISION	STAGE NO ——	PLAN NUMBER PS 406680M



SECTION V-V'
NOT TO SCALE



SECTION Y-Y'
NOT TO SCALE



SECTION Z-Z'
NOT TO SCALE

SHEET 16 OF 18 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
151 Union Road
Surrey Hills Vic 3127
Tel: 9899 6495
Fax: 9899 6497

LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE ..... DATE / /

REF: 97650A VERSION: 2

DATE / /

..... COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 mm

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 13/6/97 TIME 8.45am

PLAN NUMBER

PS 406680M

AFFECTED LAND / PARCEL (FORMER DESCRIPTION)	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 101-107(BI),201-208(BI),301-308(BI),401,402,501,502,601,602,S3 & BODY CORPORATE No.2	STAGE 2	U818940 X	3/7/97	11.20am	2	
BODY CORP. NO. 1	—	SPECIAL RULES RECORDED	V3619X	30/9/97	9-20	3	
LOTS 103 - 107, 203 - 208, 303 - 308, 502, 602 & PARTS OF COMMON PROP. NO. 2	LOTS 103A - 107A, 203A - 208A, 303A - 308A, 502A, 602A & PARTS OF COMMON PROP. NO. 2	AMENDMENT (SEC. 32 SUB. ACT 1988)	V 723384Y	25 - 11 - 98	8 : 50 AM	4	GJN
LOT S3	LOTS 403 - 407, 503 - 507, S4 & ADDITIONAL COMMON PROPERTY	STAGE 3	V 723385V	25 - 11 - 98	8 : 50 AM	4	GJN
LOT S4	LOTS 603 - 607, 701 - 706, 801 - 806, S5 & ADDITIONAL COMMON PROPERTY	STAGE 4	V 723386 S	25 - 11 - 98	8 : 50 AM	4	GJN
BODY CORP 2		CHANGE OF ADDRESS	W231617S	16-9-99	9.35am	5	A Dallas
LOT S5	LOT 707 ADDITIONAL COMMON PROPERTY No.2	STAGE 5	W983800W	1/9/00	11.45AM	6	GJN

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Owners corporation information
formerly contained on Sheets

17, 18

of this plan is now available in the
Owners Corporation Search Report

Sheet 18 has been removed from this plan

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 229 LOCAL GOVERNMENT ACT 1989)

CERTIFICATE NO: 179302
DATE OF ISSUE: 17-Dec-2021
YEAR ENDING: 30-Jun-2022

1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.

2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 805, Level 8, 182 Collins Street, MELBOURNE VIC 3000

Legal Description: Lot 805 PS406680M CT-10415/183

Valuation Date: 01-Jul-2021 **Assessment No:** 27128 8

Net Annual Value: 17,000 **Capital Improved Value:** 340,000 **Site Value:** 175,000

Owner recorded by Council: Mr Paul John Henry Jones and Mrs Akrivoula Jones

RATES AND CHARGES

		Balance Owing
Town Rate 1/07/2021 to 30/6/2022	$	814.44
Fire Services Levy 01/07/2021 to 30/06/2022	$	456.72
Total Rebates	$	-12.22
SUB TOTAL	**$**	1,258.94
Town Rate Arrears	$	2372.60
Interest on overdue amounts	$	129.06
Legal Costs	$	0.00
Total Payments	$	-189.90

Payment in full due by 15th February 2022. **TOTAL DUE** **$ 3,570.70**

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

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

How to Pay

By Mail
To GPO Box 2158
Melbourne Vic 3001

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

Phone and Internet

Mastercard or Visa only

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

BPAY BPAY VIEW

Biller code: **79616**
Ref : **10271288**

Landata
DX250639 MELBOURNE

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 27O of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A

Applicants Reference 59098200-019-3:167235

Authorised Officer _____

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

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001
Email: propertydata@melbourne.vic.gov.au

ACCESS STRATA MANAGEMENT

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation 1 on Plan No. PS406680M
182 Collins Street, Melbourne Victoria 3000

This certificate is issued for:	Owners Corporation 1 on Plan of Subdivision No. 406680M Lot 805/182 Collins Street MELBOURNE VICTORIA 3000
The postal address is:	805/182 Collins Street MELBOURNE VICTORIA 3000
Applicant for certificate:	InfoTrack
Delivery address for certificate:	Via email: ownerscorp@infotrack.com.au

IMPORTANT:
The information in this certificate is issued on 20.12.21. A new certificate should be obtained for current information prior to settlement. You can inspect the Owners Corporations Register for additional information if required.

(a) The current annual fees for Owners Corporation 1 for the above lot are $939.83 Admin Fund plus $277.56 Maint Fund = $1,217.39 pa payable quarterly in advance. The due dates for annual fees in the current financial year are 1st April 2021, 1st July 2021, 1st October 2021, 1st January 2022.

Due Date	Levy Description	Admin Fund	Maint. Fund	Status
01.04.20	Quarterly Levy for period 01.04.20-30.06.20	$233.88	$69.39	Paid
01.07.20	Quarterly Levy for period 01.07.20-30.09.20	$233.88	$69.39	Paid
01.10.20	Quarterly Levy for period 01.10.20-31.12.20	$236.01	$69.39	Paid
01.01.21	Quarterly Levy for period 01.01.21-31.03.21	$234.59	$69.39	Paid

Please note that the Annual Fees will remain the same as last financial year until the 2021 Annual General Meeting is held and a new budget approved.

Due Date	Levy Description	Admin Fund	Maint. Fund	Status
01.04.21	Quarterly Levy for period 01.04.21-30.06.21	$234.96	$69.39	Paid
01.07.21	Quarterly Levy for period 01.07.21 -30.09.21	$234.96	$69.39	Part Paid
01.10.21	Quarterly Levy for period 01.10.21-31.12.21	$234.96	$69.39	Not Paid
01.01.22	Quarterly Levy for period 01.01.22-31.03.22	$234.95	$69.39	Not Due

(b) The date up to which the fees for the lot have been paid*: 30th June 2021.*

(c) The total of any unpaid fees or charges for the lot is: $304.65 Plus $304.34 Due 01.01.21.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: Nil

(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? None known to the Owners Corporation Manager as at 20.12.21.

(f) The Owners Corporation has the following insurance cover:

Insurer:	CHU Underwriting Agencies Pty Ltd
Policy No.	TBA
Class of Policy:	Residential Strata Insurance
The Insured:	Owners Corporation PS406680M
Period of Insurance:	02.12.21 to 02.12.22

COVER DETAILS:

Building:	$23,578,000
Loss of Rent:	$3,536,700
Legal Liability:	$30,000,000
Fidelity Guarantee:	$250,000
Offices Bearers Liability:	$1,000,000
Government Audit Costs:	$25,000
Legal Defence Expenses:	$50,000

Please refer to attached copy of the Certificate of Currency for further information.

(g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owners Corporation has NOT resolved that members may arrange their own insurance under section 63 of the Act. We note that insurance has been increased this year due to zoning of the building and will be reflected in the next budget.

(h) The total funds held by Owners Corporation 1 as at 20.12.21 are: $59,090.94

(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 known to the Owners Corporation Manager as at 20.12.21.

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
The following agreements have been entered into by the Owners Corporation:
- *Access Strata Management Pty Ltd*
- *Essential Services Compliance*
- *DMR Fire Protection*
- *Focus Fire & Safety*

Leases/Licences:
- Lot 1 & OC1 – Signage & canopy lease
- Lot 1 & OC1- Ground floor signage canopy lease
- Lot 1 & OC1- Mezzanine wall
- Lot 2 & OC1- Signage lease
- Lot 2 & OC1- Exhaust ducting & equipment
- Collins Hotel & OC1- Signage & canopy
- Collins Hotel & OC1- Reception area
- OC1 & OC2- Hallway

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
As above (j)

(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?
The MBS has conducted an inspection of the site to potentially determine combustible cladding on the rear and upper levels of the building – to date we don't have results.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?
None known to the Owners Corporation Manager as at 20.12.21.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?
The Manager is Access Strata Management Pty Ltd
6 McGlone Street (PO Box 369)
Lilydale Victoria 3140
T: 03 8872 7999
E: info@accessstrata.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the

appointment of an administrator?

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
A copy of the Balance Sheet as at 20.12.21
A copy of the Minutes of the Annual General Meeting held on 09.07.20.
A copy of the Insurance Schedule for the period 02.12.21-02.12.22.
A copy of the Registered Rules
A copy of the Mode Rules

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 20th December 2021.

This Owners Corporation Certificate was prepared by:



…….
On behalf of Owners Corporation 1 on Plan of Subdivision No 406680M

Klair Jones– Managing Director
Access Strata Management Pty Ltd
6 McGlone Street (PO Box 369)
Lilydale Victoria 3140



ACCESS STRATA MANAGEMENT

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.

MINUTES OF ANNUAL GENERAL MEETING

For 182 Collins Street, Plan No. PS406680M1

Location of meeting: Via Zoom Video Conferencing
Date and time of meeting: Thursday, 9th July 2020 10:00 AM
Meeting chaired by: Klair Morey
Meeting start time: 10:00 AM **Meeting finish time:** 10:40 AM

Attendance

The following owners were represented at the meeting:
Unit: 1 Lot: 1 Owner: Wesley Rutherford (Tricraft P/L)
Unit: 104 Lot: 104A Owner: Peter J Henery
Unit: 405 Lot: 405 Owner: Michael Tsalkos

The following owners were present by proxy:
Unit: 2 Lot: 2 Owner: Basic Design (Aust) Pty Ltd Proxy: Mannie Stub
Unit: 101 Lot: 101 Owner: Jennifer Smith Proxy: P Greenham
Unit: 103 Lot: 103A Owner: Patrick G McDonell Proxy: P Greenham
Unit: 105 Lot: 105A Owner: Ruth Hiatt Proxy: P Greenham
Unit: 106 Lot: 106A Owner: Gabrielle Griffiths Proxy: P Greenham
Unit: 107 Lot: 107A Owner: Valerie Lynette McIntosh Proxy: P Greenham
Unit: 202 Lot: 202 Owner: Uchytil Hunter Property Pty Ltd Proxy: P Greenham
Unit: 204 Lot: 204A Owner: Peter T Morgan & Marie A Morgan Proxy: P Greenham
Unit: 206 Lot: 206A Owner: Alfred S & Maree C Allen Proxy: P Greenham
Unit: 301 Lot: 301 Owner: Norma Young Proxy: P Greenham
Unit: 302 Lot: 302 Owner: Robert & Patricia Edgley Proxy: P Greenham
Unit: 305 Lot: 305A Owner: Dantory Pty Ltd Proxy: P Greenham
Unit: 306 Lot: 306A Owner: Robert Neylon Proxy: P Greenham
Unit: 307 Lot: 307A Owner: Christopher Davies Proxy: P Greenham
Unit: 403 Lot: 403 Owner: Samuel & Carcy Kwok Proxy: P Greenham
Unit: 404 Lot: 404 Owner: Margaret Leaman Proxy: P Greenham
Unit: 406 Lot: 406 Owner: Chris J & Carol A Kenworthy Proxy: P Greenham
Unit: 407 Lot: 407 Owner: Albert C P Cheung & Sylvania W C Cheung Proxy: P Greenham
Unit: 501 Lot: 501 Owner: Kyriacos N Zervas & Helen Skondras Proxy: P Greenham
Unit: 502 Lot: 502A Owner: Peter Egberts Proxy: P Greenham
Unit: 503 Lot: 503 Owner: Daryl Lavern Ofstie Proxy: P Greenham
Unit: 504 Lot: 504 Owner: Teck Sin Choo Proxy: P Greenham
Unit: 505 Lot: 505 Owner: Eva Marie Hamilton Proxy: P Greenham
Unit: 506 Lot: 506 Owner: Philip & Sofia Vesdrevanis Proxy: P Greenham
Unit: 507 Lot: 507 Owner: Effective Business Advisory Services Pty Ltd Proxy: P Greenham
Unit: 601 Lot: 601 Owner: Stephen M Dyson Proxy: P Greenham
Unit: 603 Lot: 603 Owner: Lucio & Tommasina Smarrelli Proxy: P Greenham
Unit: 604 Lot: 604 Owner: Susan Greenham Proxy: P Greenham
Unit: 605 Lot: 605 Owner: M & D Walsh Pty Ltd Proxy: P Greenham
Unit: 606 Lot: 606 Owner: John K Randall ATF J Ral Investment Trust Proxy: P Greenham
Unit: 607 Lot: 607 Owner: Barry & Shirley Richards Proxy: P Greenham
Unit: 701 Lot: 701 Owner: Ralph & Julia Szulerowski Proxy: P Greenham
Unit: 702 Lot: 702 Owner: Joseph Essex Proxy: P Greenham
Unit: 703 Lot: 703 Owner: Hannah Honh Yun Proxy: P Henry
Unit: 705 Lot: 705 Owner: Daltino Pty Ltd Proxy: P Greenham
Unit: 706 Lot: 706 Owner: Maria Versace & Vincent Talia Proxy: P Greenham
Unit: 707 Lot: 707 Owner: Antonius Sulsters Proxy: P Greenham
Unit: 801 Lot: 801 Owner: Nick Aravanis & Antonia Skondras Proxy: P Greenham
Unit: 802 Lot: 802 Owner: D & M Kroger Pty Ltd ATF Kroger Family Superannuation Fund Proxy: P Greenham

Unit: 803 Lot: 803 Owner: Michael Charles Starkey Proxy: P Greenham
Unit: 804 Lot: 804 Owner: Allan & Heather Hender ATF Mopar Property Unit Trust Proxy: P Greenham
Unit: 806 Lot: 806 Owner: Gino & Serafina Krt Proxy: P Greenham

The following persons attended with no vote.:
Unit: 304 Lot: 304A Owner: Wil Pulbrook

The following owners gave their apologies:
Unit: 101 Lot: 101 Owner: Jennifer Smith
Unit: 105 Lot: 105A Owner: Ruth Hiatt
Unit: 106 Lot: 106A Owner: Gabrielle Griffiths
Unit: 107 Lot: 107A Owner: Valerie Lynette McIntosh
Unit: 202 Lot: 202 Owner: Uchytil Hunter Property Pty Ltd
Unit: 204 Lot: 204A Owner: Peter T Morgan & Marie A Morgan
Unit: 301 Lot: 301 Owner: Norma Young
Unit: 302 Lot: 302 Owner: Robert & Patricia Edgley
Unit: 404 Lot: 404 Owner: Margaret Leaman
Unit: 406 Lot: 406 Owner: Chris J & Carol A Kenworthy
Unit: 407 Lot: 407 Owner: Albert C P Cheung & Sylvania W C Cheung
Unit: 501 Lot: 501 Owner: Kyriacos N Zervas & Helen Skondras
Unit: 504 Lot: 504 Owner: Teck Sin Choo
Unit: 505 Lot: 505 Owner: Eva Marie Hamilton
Unit: 506 Lot: 506 Owner: Philip & Sofia Vesdrevanis
Unit: 507 Lot: 507 Owner: Effective Business Advisory Services Pty Ltd
Unit: 601 Lot: 601 Owner: Stephen M Dyson
Unit: 603 Lot: 603 Owner: Lucio & Tommasina Smarrelli
Unit: 605 Lot: 605 Owner: M & D Walsh Pty Ltd
Unit: 606 Lot: 606 Owner: John K Randall ATF J Ral Investment Trust
Unit: 607 Lot: 607 Owner: Barry & Shirley Richards
Unit: 701 Lot: 701 Owner: Ralph & Julia Szulerowski
Unit: 702 Lot: 702 Owner: Joseph Essex
Unit: 705 Lot: 705 Owner: Daltino Pty Ltd
Unit: 706 Lot: 706 Owner: Maria Versace & Vincent Talia
Unit: 801 Lot: 801 Owner: Nick Aravanis & Antonia Skondras
Unit: 802 Lot: 802 Owner: D & M Kroger Pty Ltd ATF Kroger Family Superannuation Fund
Unit: 803 Lot: 803 Owner: Michael Charles Starkey
Unit: 804 Lot: 804 Owner: Allan & Heather Hender ATF Mopar Property Unit Trust
Unit: 806 Lot: 806 Owner: Gino & Serafina Krt

Present By Invitation:
Janet & David Parkes

The following members were present via zoom (proxies also noted)
Unit: 2 Lot: 2 Owner: Basic Design (Aust) Pty Ltd Proxy: Mannie Stub
Unit: 206 Lot: 206A Owner: Alfred S & Maree C Allen Proxy: P Greenham
Unit: 306 Lot: 306A Owner: Robert Neylon Proxy: P Greenham
Unit: 403 Lot: 403 Owner: Samuel & Carcy Kwok Proxy: P Greenham
Unit: 503 Lot: 503 Owner: Daryl Lavern Ofstie Proxy: P Greenham
Unit: 604 Lot: 604 Owner: Susan Greenham Proxy: P Greenham
Unit: 703 Lot: 703 Owner: Hannah Honh Yun Proxy: P Henry

Motions

1 NOTING OF MEETING ATTENDANCES AND QUORUM — Ordinary resolution

The Manager/Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

To note Attendees, Proxies and Apologies - As above
To determine if there is a Quorum - A quorum was present.

Post meeting note:

2 CHAIRPERSON — Ordinary resolution

The Manager

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved to appoint Klair Morey of Access Strata to chair the meeting.

Post meeting note:

3 CONFIRMATION OF PREVIOUS MEETING MINUTES — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Minutes of the previous Annual General Meeting held on 27th June 2019 be accepted as a true and correct record of proceedings for that meeting.

Post meeting note:

4 INSURANCE — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the insurance policy for the Owners Corporation be accepted.

It was resolved that the owners corporation resolve to obtain quotations prior to renewal and forward to the committee for their approval.

It was resolved that the owners corporation resolve to obatin an independent valuation prior to renewal for the purposes of insurance. It was noted that the valuation is based upon demolition and rebuild values only, not market/land value.

Post meeting note:

5 CONSIDERATION OF REPORTS — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Manager report and Complaints/Dispute Report prepared by Access Strata be accepted.

There was no committee report presented.

Post meeting note:

6 FINANCIAL STATEMENTS — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Statement of Financial Affairs for the Owners Corporation for period 01.04.19-31.03.20 be accepted with the following balances:

Administration Fund: $13,008.62
Maintenance Fund: $44,816.25

Post meeting note:

7 ADMINISTRATIVE FUND BUDGET — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Administration Fund levy contributions be set for the perod 01.04.20-31.03.21 in accordance with Section 23 of the Owners Corporations Act 2006 at $55,869.00 (incl. GST) commencing 01.04.20, and continuing at the same rate until changed by resolution by the Members of the Owners Corporation.

Post meeting note:

8 MAINTENANCE FUND BUDGET — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Maintenance Fund levy contributions for the period 01.04.20-31.03.21 be set in accordance with Section 23 of the Owners Corporations Act 2006 at $16,500.00 (incl. GST) commencing 01.04.20 , and continuing at the same rate until changed by resolution by the Members of the Owners Corporation.

Post meeting note:

9 LEVY CONTRIBUTIONS — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

That the Administrative & Maintenance Fund levy contributions for be set in accordance with Section 23 of the Owners Corporations Act 2006.

Post meeting note:

10 PENALTY INTEREST ON ARREARS — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that Owners Corporation charges interest on money owed by a member 28 days after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

Post meeting note:

11 DEBT RECOVERY — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that Owners Corporation authorises Access Strata Management Pty Ltd to arrange for the services of a debt collection agency and/or apply to VCAT to recover debt from Members as required. All costs incurred by the Owners Corporation from any default or breach by a Lot Owner will be borne by the Lot Owner in breach.

Post meeting note:

12 MANAGEMENT AGREEMENT — Ordinary resolution

Chairperson

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that Owners Corporation resolves to engage the services of Access Strata Management Pty Ltd for a 12 month term and agrees to execute the agreement and apply the common seal of the owners corporation.

It was resolved that the committee will execute the agreement on behalf of the owners corporation.

Post meeting note:

13 GENERAL BUSINESS — Ordinary resolution

Proposed by:

Yes votes: 45 **No votes:** 0 **Abstain:** 0 **Carried**

To discuss any general business items or maintenance requests to be raised by the Manager and/or the Members at the meeting.

Committee Election
It was resolved that the following members be elected to the committee:
Lot: 1 Wesley Rutherford (Tricraft P/L)
Lot: 2 Mannie Stub
Lot: 104A Peter J Henery
Lot: 405 Michael Tsalkos
Lot: 604 P Greenham

It was resolved that the following member be elected as Chairperson of the committee:
Lot: 2 Mannie Stub

It was resolved that the following member be elected as Secreatry of the committee:
Lot: 604 P Greenham

It was resolved that the following members would be responsible for invoice approval:
Mannie Stub/Peter Greenham OR
Wesley Rutherford/Peter Henry

Post meeting note:

Upgrade Works

A comprehesive update was provided by P Greenham in relation to upgrade works on site. In summary works to upgrade the internal foyer are well underway. Floor finishing, new cabinetry, painting and lighting upgrades form the majority of works however other minor finishing works will also be undertaken to complete the asthetics. These works are being paid for out of the maintenance fund, funds on hand.

External fascard repairs, water ingress issues, painting and any other future works will be discussed and planned in due course.

Graffiti

It was noted that all graffiti on site had been removed.

Legal Matter

It was noted that the matter between the owners corporation and Buildcheck had been resolved.

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. PS406680M1

As at 20th December 2021

182 Collins Street MELBOURNE VIC 3000

ABN/ACN 53 204 696 680

Assets		**2021**
Cash		59,090.94
Prepaid Expenses		290.50
Accounts Receivable		3,653.79
Levies in Arrears		25,846.83
GST balance to collect		1,618.40
	Total Assets	**$ 90,500.46**

Liabilities		
Levies in Advance		3,128.88
Levy payments unidentified		87.31
Accounts Payable Liability		41,807.38
Unallocated Monies Received		1,163.57
GST Liability		2,941.59
	Total Liabilities	**$ 49,128.73**
	Net Assets	**$ 41,371.73**

Equity		
Administrative Fund		(4,365.91)
Maintenance Fund		45,737.64
	Total Equity	**$ 41,371.73**

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Commercial Strata Insurance Plan

Policy No	**CS**0006073735
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN
Period of Insurance	02/12/2021 to 02/12/2022 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 406680
Situation	182 COLLINS STREET MELBOURNE VIC 3000

Policies Selected

Policy 1 – Insured Property
Building: $23,578,000
Common Area Contents: $166,900
Loss of Rent & Temporary Accommodation (total payable): $3,536,700

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $250,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $1,000,000

Policy 7 – Machinery Breakdown
Sum Insured: $100,000

Policy 8 – Catastrophe Insurance
Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is excluded.

Date Printed 26/11/2021

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Chua Tan & Associates

2376 P

24 SEP 1997

Subdivision (Body Corporate) regulations, 1989

Form 3

Reg 406, 907 Subdivision (Body Corporate) Regula
1989

V000334R
230997-1115-SA-R

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240997 1205 SA-R

SUBDIVISION ACT 1988

NOTIFICATION OF CHANGE OR ADOPTION RULES

To the Registrar

Body Corporate No. 1 Plan No. 406680M

Attached is a copy of

1. Special rules adopted by the Body Corporate No. 1 under Regulation 407 of the Subdivision (Body Corporate) Regulations 1989.

Dated this 30th day of June 1997.

The Common Seal of Body Corporate No. 1 Plan No 406680 was hereunto affixed in accordance with Regulation 618 of the Subdivision (Body Corporate) Regulations 1989 in the presence of:

BODY CORPORATE No 1 PLAN No. 406680 The Common Seal of

.....
Secretary
Print Name:
JOHN HOULIHAN

SPECIAL RULES TO BE LODGED AT TITLE OFFICE

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

   (a) use the common property or permit the common to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or

   (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; or

   (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or

   (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or

   (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.; or

   (f) keep any animal on a lot affected by the body corporate or the common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

2. Owners from time to time of Lot 1 and lot 2 on the Plan of Subdivision shall be permitted to use the Lots as food premises which expression shall not be limited to a restaurant, take-away or cafe subject to only the requirements of the Melbourne City Council or other relevant authority.



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

Schedule 2 – Model Rules for an Owners Corporation – Effective 2nd December 2018

Regulation 11

1. Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and Other Dangerous Substances and Materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

2. Committees and Sub-Committees

2.1 Functions, Powers and Reporting of Committees and Sub-Committees

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

3. Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate -

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of Common Property

4.1 Use of Common Property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and Parking on Common Property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c)in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to Common Property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute Resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
(2) The party making the complaint must prepare a written statement in the approved form.
(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the
(6) dispute comes to the attention of all the parties.
(7) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
(8) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
(9) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

ACCESS STRATA MANAGEMENT

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation 2 on Plan No. PS406680M
182 Collins Street, Melbourne Victoria 3000

This certificate is issued for: Owners Corporation 2 on Plan of Subdivision No. 406680M
Lot 805/182 Collins Street
MELBOURNE VICTORIA 3000

The postal address is: 805/182 Collins Street
MELBOURNE VICTORIA 3000

Applicant for certificate: InfoTrack

Delivery address for certificate: Via email: ownerscorp@infotrack.com.au

IMPORTANT:
The information in this certificate is issued on 20.12.21. A new certificate should be obtained for current information prior to settlement. You can inspect the Owners Corporations Register for additional information if required.

(a) The current annual fees for Owners Corporation 2 for the above lot are $783.07 Admin Fund plus $1,434.36 Maint Fund = $2,217.43 pa payable quarterly in advance. The due dates for annual fees in the current financial year are 1st April 2021, 1st July 2021, 1st October 2021, 1st January 2022.

Due Date	Levy Description	Admin Fund	Maint. Fund	Status
01.04.20	Quarterly Levy for period 01.04.20-30.06.20	$150.90	$358.59	Paid
01.07.20	Quarterly Levy for period 01.07.20-30.09.20	$150.90	$358.59	Paid
01.10.20	Quarterly Levy for period 01.10.20-31.12.20	$240.63	$358.59	Paid
01.01.21	Quarterly Levy for period 01.01.21-31.03.21	$240.63	$358.59	Paid

Please note that the Annual Fees will remain the same as last financial year until the 2021 Annual General Meeting is held and a new budget approved.

Due Date	Levy Description	Admin Fund	Maint. Fund	Status
01.04.21	Quarterly Levy for period 01.04.21-30.06.21	$195.78	$358.59	Part Paid
01.07.21	Quarterly Levy for period 01.07.21-30.09.21	$195.77	$358.59	Not Paid
01.10.21	Quarterly Levy for period 01.10.21-31.12.21	$195.75	$358.59	Not Paid
01.01.22	Quarterly Levy for period 01.01.22-31.03.22	$195.77	$358.59	Not Due

(b) The date up to which the fees for the lot have been paid*: 31st March 2021.*

(c) The total of any unpaid fees or charges for the lot is: $1,363.98 Plus $554.36 Due 01.01.21 and Special Levy $1,607.78 Due 28.02.22 Total = $3,526.12.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Date Due	Date Struck	Levy Description	Maint. Fund	Status
15.04.21	01.04.21	Special levy Carpet &Painting 1st Instalment	$1,303.96	Paid
15.05.21	01.04.21	Special Levy Carpet & Painting 2nd Instalment	$362.21	Paid
15.06.21	01.04.21	Special levy Carpet & Painting 3rd Instalment	$362.21	Paid

15.07.21	01.04.21	Special levy Carpet & Painting 4th Instalment	$362.21	Paid
28.02.22	17.09.21	Special Levy Private Works Carpet & Painting	$1,607.78	Not Due

(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? None known to the Owners Corporation Manager as at 27.05.20.

(f) The Owners Corporation has the following insurance cover:

Insurer: CHU Underwriting Agencies Pty Ltd
Policy No. TBA
Class of Policy: Residential Strata Insurance
The Insured: Owners Corporation PS406680M
Period of Insurance: 02.12.21 – 02.12.22

COVER DETAILS:
Building: $23,578,000
Loss of Rent: $3,536,700
Legal Liability: $30,000,000
Fidelity Guarantee: $250,000
Offices Bearers Liability: $1,000,000
Government Audit Costs: $25,000
Legal Defence Expenses: $50,000

Please refer to attached copy of the Certificate of Currency for further information.

(g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owners Corporation has NOT resolved that members may arrange their own insurance under section 63 of the Act. We note that insurance has been increased this year due to zoning of the building and will be reflected in the next budget.

(h) The total funds held by Owners Corporation 2 as at 20.12.21 are: $117,375.46.

(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 known to the Owners Corporation Manager as at 20.12.21.

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
The following agreements have been entered into by the Owners Corporation:
- *Access Strata Management Pty Ltd*
- *Melwide Services Group*

Leases/Licences:
- Lot 1 & OC1 – Air conditioning
- Lot 2 & OC2- Stairwell door
- Lot 2 & OC2- Exhaust ducting & equipment
- Collins Hotel & OC2- Signs
- OC1 & OC2- Hallway

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
As above (j)

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

The MBS has conducted an inspection of the site to potentially determine combustible cladding on the rear and upper levels of the building – to date we don't have results.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

None known to the Owners Corporation Manager as at 20.12.21.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

The Manager is Access Strata Management Pty Ltd
6 McGlone Street (PO Box 369)
Lilydale Victoria 3140
T: 03 8872 7999
E: info@accessstrata.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
A copy of the Balance Sheet as at 20.12.21.
A copy of the Minutes of the Annual General Meeting held on 09.07.20.
A copy of the Insurance Schedule for the period 02.12.21-02.12.22.
A copy of the Registered Rules
A copy of the Mode Rules

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 20th December 2021.

This Owners Corporation Certificate was prepared by:



…….
On behalf of Owners Corporation 2 on Plan of Subdivision No 406680M

Klair Jones – Managing Director
Access Strata Management Pty Ltd
6 McGlone Street (PO Box 369)
Lilydale Victoria 3140



On behalf of Owners Corporation 2 on Plan of Subdivision No 406680M

Klair Jones – Managing Director
Access Strata Management Pty Ltd
6 McGlone Street (PO Box 369)
Lilydale Victoria 3140

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.

MINUTES OF ANNUAL GENERAL MEETING

For 182 Collins Street, Plan No. PS406680M2

Location of meeting: Via Zoom Video Conferencing
Date and time of meeting: Thursday, 9th July 2020 10:00 AM
Meeting chaired by: Klair Morey
Meeting start time: 10:45 AM **Meeting finish time:** 11:37 AM

Attendance

The following owners were represented at the meeting:
Unit: 104 Lot: 104A Owner: Peter J Henery
Unit: 405 Lot: 405 Owner: Michael Tsalkos

The following owners were present by proxy:
Unit: 101 Lot: 101 Owner: Jennifer Smith Proxy: P Greenham
Unit: 105 Lot: 105A Owner: Ruth Hiatt Proxy: P Greenham
Unit: 106 Lot: 106A Owner: Gabrielle Griffiths Proxy: P Greenham
Unit: 107 Lot: 107A Owner: Valerie Lynette McIntosh Proxy: P Greenham
Unit: 202 Lot: 202 Owner: Uchytil Hunter Property Pty Ltd Proxy: P Greenham
Unit: 204 Lot: 204A Owner: Peter T Morgan & Marie A Morgan Proxy: P Greenham
Unit: 206 Lot: 206A Owner: Alfred S & Maree C Allen Proxy: P Greenham
Unit: 207 Lot: 207A Owner: Benjamin Yap & Wendy Oh Proxy: P Greenham
Unit: 301 Lot: 301 Owner: Norma Young Proxy: P Greenham
Unit: 302 Lot: 302 Owner: Robert & Patricia Edgley Proxy: P Greenham
Unit: 305 Lot: 305A Owner: Dantory Pty Ltd Proxy: P Greenham
Unit: 306 Lot: 306A Owner: Robert Neylon Proxy: P Greenham
Unit: 307 Lot: 307A Owner: Christopher Davies Proxy: P Greenham
Unit: 403 Lot: 403 Owner: Samuel & Carcy Kwok Proxy: P Greenham
Unit: 404 Lot: 404 Owner: Margaret Leaman Proxy: P Greenham
Unit: 406 Lot: 406 Owner: Chris J & Carol A Kenworthy Proxy: P Greenham
Unit: 407 Lot: 407 Owner: Albert C P Cheung & Sylvania W C Cheung Proxy: P Greenham
Unit: 501 Lot: 501 Owner: Kyriacos N Zervas & Helen Skondras Proxy: P Greenham
Unit: 502 Lot: 502A Owner: Peter Egberts Proxy: P Greenham
Unit: 503 Lot: 503 Owner: Daryl Lavern Ofstie Proxy: P Greenham
Unit: 504 Lot: 504 Owner: Teck Sin Choo Proxy: P Greenham
Unit: 505 Lot: 505 Owner: Eva Marie Hamilton Proxy: P Greenham
Unit: 506 Lot: 506 Owner: Philip & Sofia Vesdrevanis Proxy: P Greenham
Unit: 507 Lot: 507 Owner: Effective Business Advisory Services Pty Ltd Proxy: P Greenham
Unit: 601 Lot: 601 Owner: Stephen M Dyson Proxy: P Greenham
Unit: 603 Lot: 603 Owner: Lucio & Tommasina Smarrelli Proxy: P Greenham
Unit: 604 Lot: 604 Owner: Susan Greenham Proxy: P Greenham
Unit: 605 Lot: 605 Owner: M & D Walsh Pty Ltd Proxy: P Greenham
Unit: 606 Lot: 606 Owner: John K Randall ATF J Ral Investment Trust Proxy: P Greenham
Unit: 607 Lot: 607 Owner: Barry & Shirley Richards Proxy: P Greenham
Unit: 701 Lot: 701 Owner: Ralph & Julia Szulerowski Proxy: P Greenham
Unit: 702 Lot: 702 Owner: Joseph Essex Proxy: P Greenham
Unit: 703 Lot: 703 Owner: Hannah Honh Yun Proxy: P Greenham
Unit: 705 Lot: 705 Owner: Daltino Pty Ltd Proxy: P Greenham
Unit: 706 Lot: 706 Owner: Maria Versace & Vincent Talia Proxy: P Greenham
Unit: 707 Lot: 707 Owner: Antonius Sulsters Proxy: P Greenham
Unit: 801 Lot: 801 Owner: Nick Aravanis & Antonia Skondras Proxy: P Greenham
Unit: 802 Lot: 802 Owner: D & M Kroger Pty Ltd ATF Kroger Family Superannuation Fund Proxy: P Greenham
Unit: 803 Lot: 803 Owner: Michael Charles Starkey Proxy: P Greenham
Unit: 804 Lot: 804 Owner: Allan & Heather Hender ATF Mopar Property Unit Trust Proxy: P

Greenham
Unit: 806 Lot: 806 Owner: Gino & Serafina Krt Proxy: P Greenham

The following persons attended with no vote.:
Unit: 304 Lot: 304A Owner: Wil Pulbrook

The following owners gave their apologies:
Unit: 101 Lot: 101 Owner: Jennifer Smith
Unit: 105 Lot: 105A Owner: Ruth Hiatt
Unit: 106 Lot: 106A Owner: Gabrielle Griffiths
Unit: 107 Lot: 107A Owner: Valerie Lynette McIntosh
Unit: 202 Lot: 202 Owner: Uchytil Hunter Property Pty Ltd
Unit: 204 Lot: 204A Owner: Peter T Morgan & Marie A Morgan
Unit: 207 Lot: 207A Owner: Benjamin Yap & Wendy Oh
Unit: 301 Lot: 301 Owner: Norma Young
Unit: 302 Lot: 302 Owner: Robert & Patricia Edgley
Unit: 305 Lot: 305A Owner: Dantory Pty Ltd
Unit: 307 Lot: 307A Owner: Christopher Davies
Unit: 404 Lot: 404 Owner: Margaret Leaman
Unit: 406 Lot: 406 Owner: Chris J & Carol A Kenworthy
Unit: 407 Lot: 407 Owner: Albert C P Cheung & Sylvania W C Cheung
Unit: 501 Lot: 501 Owner: Kyriacos N Zervas & Helen Skondras
Unit: 502 Lot: 502A Owner: Peter Egberts
Unit: 504 Lot: 504 Owner: Teck Sin Choo
Unit: 505 Lot: 505 Owner: Eva Marie Hamilton
Unit: 506 Lot: 506 Owner: Philip & Sofia Vesdrevanis
Unit: 507 Lot: 507 Owner: Effective Business Advisory Services Pty Ltd
Unit: 601 Lot: 601 Owner: Stephen M Dyson
Unit: 603 Lot: 603 Owner: Lucio & Tommasina Smarrelli
Unit: 605 Lot: 605 Owner: M & D Walsh Pty Ltd
Unit: 606 Lot: 606 Owner: John K Randall ATF J Ral Investment Trust
Unit: 607 Lot: 607 Owner: Barry & Shirley Richards
Unit: 701 Lot: 701 Owner: Ralph & Julia Szulerowski
Unit: 702 Lot: 702 Owner: Joseph Essex
Unit: 705 Lot: 705 Owner: Daltino Pty Ltd
Unit: 706 Lot: 706 Owner: Maria Versace & Vincent Talia
Unit: 801 Lot: 801 Owner: Nick Aravanis & Antonia Skondras
Unit: 802 Lot: 802 Owner: D & M Kroger Pty Ltd ATF Kroger Family Superannuation Fund
Unit: 803 Lot: 803 Owner: Michael Charles Starkey
Unit: 804 Lot: 804 Owner: Allan & Heather Hender ATF Mopar Property Unit Trust
Unit: 806 Lot: 806 Owner: Gino & Serafina Krt

Present By Invitation:
Janet & David Parkes

The following members were present via zoom (proxies also noted)
Unit: 206 Lot: 206A Owner: Alfred S & Maree C Allen Proxy: P Greenham
Unit: 306 Lot: 306A Owner: Robert Neylon Proxy: P Greenham
Unit: 403 Lot: 403 Owner: Samuel & Carcy Kwok Proxy: P Greenham
Unit: 503 Lot: 503 Owner: Daryl Lavern Ofstie Proxy: P Greenham
Unit: 604 Lot: 604 Owner: Susan Greenham Proxy: P Greenham
Unit: 703 Lot: 703 Owner: Hannah Honh Yun Proxy: P Greenham

Motions

1 NOTING OF MEETING ATTENDANCES AND QUORUM — Ordinary resolution

The Manager/Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

To note Attendees, Proxies and Apologies - as above
To determine if there is a Quorum - A quorum was present

Post meeting note:

2 CHAIRPERSON — Ordinary resolution

The Manager

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved to appoint Klair Morey of Access Strata to chair the meeting.

Post meeting note:

3 CONFIRMATION OF PREVIOUS MEETING MINUTES — Ordinary resolution

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Minutes of the previous Annual General Meeting held on 27th June 2019 be accepted as a true and correct record of proceedings for that meeting.

Post meeting note:

4 INSURANCE — Ordinary resolution

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the insurance policy for the Owners Corporation be accepted.

It was resolved that the owners corporation obtain quotations prior to renewal and forward to the committee for their approval.

It was resolved that the owners corporation resolve to obtain an independent valuation prior to renewal for the purposes of insurance.

Post meeting note:

5 CONSIDERATION OF REPORTS — Ordinary resolution

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Manager report and Complaints/Dispute Report prepared by Access Strata be accepted.

It was resolved that the Committee report is accepted - attached for your reference.

Post meeting note:

6 FINANCIAL STATEMENTS **Ordinary resolution**

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Statement of Financial Affairs for the Administration and Maintenance Funds for the Owners Corporation be accepted with the following balances:

Administration Fund: ($15,426.20)
Maintenance Fund: $188,704.13

Post meeting note:

7 ADMINISTRATIVE FUND BUDGET **Ordinary resolution**

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Administration Fund levy contributions for the period 01.04.20-31.03.21 be set in accordance with Section 23 of the Owners Corporations Act 2006 at $36,031.60 commencing 01.04.20, and continuing at the same rate until changed by resolution by the Members of the Owners Corporation.

Post meeting note:

8 MAINTENANCE FUND BUDGET **Ordinary resolution**

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Maintenance Fund levy contributions for the period 01.04.20-31.03.21 be set in accordance with Section 23 of the Owners Corporations Act 2006 at $66,000.00 commencing 01.04.20 , and continuing at the same rate until changed by resolution by the Members of the Owners Corporation.

It was resolved that a special levy be raised to conduct internal fit out works for each apartment. Further information in this regard is within the general business section.

Post meeting note:

9 LEVY CONTRIBUTIONS **Ordinary resolution**

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Administrative Fund & Maintenance Fund levy contributions for the period 01.04.20-31.03.21 be set in accordance with Section 23 of the Owners Corporations Act 2006.

Post meeting note:

10 PENALTY INTEREST ON ARREARS **Ordinary resolution**

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that Owners Corporation charges interest on money owed by a member 28 days after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

Post meeting note:

11 DEBT RECOVERY — Ordinary resolution

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that Owners Corporation authorises Access Strata Management Pty Ltd to arrange for the services of a debt collection agency and/or apply to VCAT to recover debt from Members as required. All costs incurred by the Owners Corporation from any default or breach by a Lot Owner will be borne by the Lot Owner in breach.

Post meeting note:

12 MANAGEMENT AGREEMENT — Ordinary resolution

Chairperson

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that Owners Corporation resolves to engage the services of Access Strata Management Pty Ltd for a 12 month term and agrees to execute the agreement and apply the common seal of the owners corporation.

It was resolved that the committee execute the contract of appointment.

Post meeting note:

13 GENERAL BUSINESS — Ordinary resolution

Proposed by:

Yes votes: 43 **No votes:** 0 **Abstain:** 0 **Carried**

To discuss any general business items or maintenance requests to be raised by the Manager and/or the Members at the meeting.

Committee Election
It was resolved that the following members be elected to the committee:
Lot: 104A Peter J Henery
Lot: 405 Michael Tsalkos
Lot: 604 P Greenham

It was resolved that the following member be elected as Chairperson of the committee:
Lot: 604 P Greenham

It was resolved that the following member be elected as Secretary of the committee:
Lot: 104A Peter J Henery

Dispute
It was noted that the dispute with Buildcheck had been resolved. The owners corporation disputed works undertaken by Buildcheck in relation to inspections/reporting on building issues. The report was not forthcoming with Buildcheck determining that monies owed pertained to investigations and reviewing of information - not the reporting process. In order to not expend further funds on this matter in court the committee agreed to pay out the balance owing with Buildcheck.

Post meeting note:

Upgrade works - Common Areas

It was noted that upgrade works to the common areas were being undertaken. Works include:

Painting of the common stairwells and hallways;

Re-carpeting of the common hallways/stairwells.

Upgrade Works Internal Apartments

It was noted that internal upgrade works were required to the apartments in accordance with the lease agreements held with the hotel operator. In order to provide value by way of bulk pricing each lot will be upgraded as part of the planned works. The works proposed are vital to enable the hotel operator to sell rooms. This in turn will benefit the investors.

<u>As a starting point the following works will be conducted:</u>

Internal painting to each apartment;

Internal carpeting to each apartment - pricing for each lot will be calculated on a square meter price & your lot liability;

Works will be funded partly by funds on hand and a strata loan. This loan will be facilitated by income received via the maintenance fund and rental of the telstra tower. We note that income from a new Optus tower may also be applicable.

It was noted that some lots required further works such as bathroom/kitchen upgrades and window furnishings. A scope of works will be provided to each owner along with associated costings. A special levy will be raised for additional works required.

Introduction - Hotel Operators

Janet and David Parkes introduced themselves to members present. They explained their struggles since taking over the hotel in these unprecedented times and thanked the committee and owners for their support.

David advised that the support of owners was imperative to enable upgrades to be conducted whilst the hotel was unable to operate. It was noted that the on-line presence of the hotel was poor due to the tired and damaged aesthetics. Some rooms have even been taken off the market due to their condition. They were excited about the opportunity to work on the upgrades and be in a position to launch the new and improved hotel once restrictions were lifted.

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. PS406680M2

As at 31st March 2022

182 Collins Street MELBOURNE VIC 3000

ABN/ACN 27 923 448 028

Assets		**2022**
Cash		117,375.46
Accounts Receivable		158.00
Levies in Arrears		118,384.53
	Total Assets	**$ 235,917.99**

Liabilities		
Levy payments unidentified		263.45
Accounts Payable Liability		15,825.15
Unallocated Monies Received		1.02
GST Liability		13,021.25
	Total Liabilities	**$ 29,110.87**
	Net Assets	**$ 206,807.12**

Equity		
Administrative Fund		(381.94)
Maintenance Fund		207,189.06
	Total Equity	**$ 206,807.12**

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

Schedule 2 – Model Rules for an Owners Corporation – Effective 2nd December 2018

Regulation 11

1. Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and Other Dangerous Substances and Materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

2. Committees and Sub-Committees

2.1 Functions, Powers and Reporting of Committees and Sub-Committees

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

3. Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate -

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of Common Property

4.1 Use of Common Property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and Parking on Common Property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c)in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to Common Property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute Resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
(2) The party making the complaint must prepare a written statement in the approved form.
(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the
(6) dispute comes to the attention of all the parties.
(7) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
(8) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
(9) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Property Clearance Certificate

Taxation Administration Act 1997

INFOTRACK / WONDERS LEGAL

Your Reference:	WL:19:2044
Certificate No:	49888853
Issue Date:	16 DEC 2021
Enquiries:	ESYSPROD

Land Address: UNIT 805, 182 COLLINS STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26966323	805	406680	10415	183	$0.00

Vendor: AKRIVOULA JONES & PAUL JONES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS AKRIVOULA JONES	2021	$175,000	$0.00	$0.00	$0.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$340,000
SITE VALUE:	$175,000
AMOUNT PAYABLE:	**$0.00**

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 49888853

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $175,000

Calculated as $0 plus ($175,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 49888853

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 49888853

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

DEED OF RENEWAL AND VARIATION OF LEASE

Paul J H & Akri Jones
("the **Lessor**")

and

COLLINS HOTEL PTY LTD, ACN 623 391 873
("the **Lessee**")

PREMISES:

Apartment 805, 182 Collins Street, Melbourne VIC 3000

THIS DEED OF RENEWAL AND VARIATION OF LEASE is made on the 2018

BETWEEN

Paul J H & Akri Jones
of Holme Gate, Braeport Dunblane FK12 OAT, Stirlingshire SCOTLAND UK
(the "**Lessor**")

and

COLLINS HOTEL PTY LTD (ACN 623 391 873)
of Ground Floor, 182 Collins Street, Melbourne VIC 3000
(the "**Lessee**")

RECITALS

A. By a lease made on **09 December 2008** (the "**Lease**"), the Lessor granted a lease of the premises described in the Lease to the then lessee, Apartments on Collins Pty Ltd, subject to the covenants, terms and conditions set out in the Lease.

B. The Lessee is the current lessee under the Lease.

C. The Lessee has exercised its option pursuant to the Lease and as such the Lessee is entitled to a lease of the premises for a further term of **five (5)** years commencing **09 December 2018** (the "**Commencement Date**") and terminating on **08 December 2023**.

D. The parties have agreed to renew the Lease and vary the terms of the Lease in the manner contained in this Deed.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In this Deed, unless the context requires otherwise, all words and phrases used in the Reference Schedule will have the same meanings when used in this Deed. Other terms used in this Deed are defined below:

1.2 **Interpretation**

In this Deed, unless the context requires otherwise, all words and phrases used in this Deed will have the same meaning as in the Lease and any capitalized term not defined in this Deed has the meaning given to that term in the Lease.

2. VARIATION OF LEASE

With effect from the Commencement Date, the parties agree to vary the Lease as follows:

2.1 **Lease Schedule**: Schedule One (the Reference Schedule) to the Lease is deleted and replaced with the Reference Schedule annexed to this Deed.

2.2 **Other Variations**: additional clauses as set out in Item 10 of the Reference Schedule are inserted as additional conditions to the Lease.

3. COVENANTS

The Lessor and the Lessee covenant with one another that they will perform and observe during the present renewed term all such covenants, terms, conditions and provisions contained in the Lease (as varied by this Deed) and which are on their respective parts required to be performed and observed.

4. LEASE REMAINS VALID

Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Lease consistent with this Deed, the Lease shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were inserted therein by way of addition or substation as the case may be.

5. MISCELLANEOUS

5.1 Costs

Each party must pay its own costs of and incidental to the negotiation, preparation and completion of this document.

5.2 Notices

Any notices given under this Deed must be given in accordance with the provisions of the Lease.

5.3 Entire Agreement

This Deed constitutes the entire agreement between the parties relating to the subject matter of this Deed and supersedes all prior representations, arrangements, understandings and agreements made by the parties whether oral or in writing.

5.4 Severance

(a) If a provision of this Deed is judged to be illegal, void, voidable, invalid or unenforceable, that provision must be read down to the extent necessary to ensure it is not illegal, void, voidable, invalid or unenforceable.

(b) If a provision of this Deed cannot be read down it is to be severed from this Deed without affecting the validity or enforceability of remaining provisions of this Deed.

5.5 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. The Assignee must provide one signed copy of each counterpart of this Deed to each person named as a party herein.

5.6 Further Action

Both parties must take all reasonable steps to give effect to the provisions of this Deed.

5.7 Jurisdiction

The parties to this document submit to the exclusive jurisdiction of the Courts of Victoria in respect of all matters arising under to this Deed or under the transaction evidenced by this Deed.

SCHEDULE ONE

Reference Schedule

Item 1.	**The Lessor:**	**Paul J H & Akri Jones** Holme Gate, Braeport Dunblane FK12 OAT, Stirlingshire SCOTLAND UK
Item 2.	**The Lessee:**	**COLLINS HOTEL PTY LTD (ACN 623 391 873)** Ground Floor, 182 Collins Street, Melbourne VIC 3000
Item 3.	**The Premises:**	Apartment 805, 182 Collins Street, Melbourne VIC 3000
Item 4.	**Rent:**	**$28,086.60** per annum for the 1st year of the Term
Item 5.	**Commencement Date**	**09 December 2018**
Item 6.	**Termination Date**	**08 December 2023**
Item 7.	**Further Terms:**	**Two (2) further terms of five (5) years each.**
Item 8.	**CPI and Market Review Dates:**	(a) CPI Review on each anniversary of the Commencement Date during the Term (except the fifth anniversary; and (b) Market Review as per clause 8, sub-clause 8.2.1 of the Lease.

Item 9.	**Public Risk Insurance:**	$20 million
Item 10.	**Additional Variations to the Lease – if any:**	NIL

Executed as a Deed by the Parties on the day set ou t above.

LESSOR:

If the Lessor is an individual:

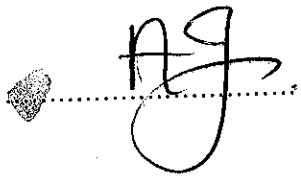
SIGNED SEALED AND DELIVERED)
by Paul J H Jones)
in the presence of:)



Witness.....

Name of Witness (print)

SIGNED SEALED AND DELIVERED)
by Akri Jones)
in the presence of:)



Witness.....

Name of Witness (print)

If the Lessor is a Company:

EXECUTED by Insert Company Name)
(ACN) in accordance with)
section 127 of the Corporations Act 2001(Cth))
by being signed by those persons who are)
authorised to sign for the company:)

.....
Director

Print Name: _____

Usual Address: _____

_____

.....
Director/Secretary

Print Name: _____

Usual Address: _____

_____

LESSEE:

Executed by **COLLINS HOTEL PTY LTD**
(ACN 623 391 873)
in accordance with Section 127 of the
Corporations Act 2001 (Cth) in the presence of

.....

Director

Print Name:

Wei Huang (Kevin)

Usual Address:

182 Collins Street, Melbourne VIC 3000

.....

Director/Secretary

Print Name:

Jinwei Ji

Usual Address:

182 Collins Street, Melbourne VIC 3000

DATED 2019

PAUL JOHN HENRY JONES AND AKRIVOULA JONES

to

CONTRACT OF SALE OF REAL ESTATE

Property: Unit 805, Level 8, 182 Collins Street, Melbourne VIC 3000

WONDERS LEGAL
Solicitors
Suite 301, 434 St Kilda Road,
Melbourne Vic 3004

Tel: 03 9867 3111
Fax: 03 8080 3277
Ref: CC:WL:19:2044